



MARATHON COUNTY HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE AGENDA

Date & Time of Meeting: **Wednesday, June 12, 2024 at 3:00 pm**

Meeting Location: **Assembly Room, Courthouse, 500 Forest Street, Wausau WI 54403**

Committee Members: John Robinson, Chair; Gayle Marshall, Vice-Chair; Kurt Gibbs, Kody Hart, Ann Lemmer, Scott Poole, Jordan Reynolds

Marathon County Mission Statement: Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12-20-05)

Committee Mission Statement: Provide leadership for the implementation of the County Strategic Plan, monitor outcomes, review, and recommend to the County Board policies related to human resources initiatives, finance and property of the County.

Persons wishing to attend the meeting by phone may call into the **telephone conference beginning five (5) minutes prior to the start time indicated above using the following number:**

Phone#: 1-408-418-9388 Access Code: 146 235 4571

When you enter the telephone conference, **PLEASE PUT YOUR PHONE ON MUTE!**

The meeting will also be broadcasted on Public Access or at <https://tinyurl.com/MarathonCountyBoard>

1. **Call Meeting to Order**

2. **Pledge of Allegiance**

3. **Public Comment (15 Minutes)** (Any person who wishes to address the committee during the "Public Comment" portion of the meetings, must provide his or her name, address, and the topic he or she wishes to present to the Marathon County Clerk, or chair of the committee, no later than five minutes before the start of the meeting. All comments must be germane to a topic within the jurisdiction of the committee.)

4. **Approval of Minutes from the May 21, 2024 HRFC meeting**

5. **Policy Issues Discussion and Potential Committee Determination**

6. **Operational Functions Required by Statute, Ordinance, Resolution, or Policy**

A. Items for Discussion and Possible Action by HRFC

- 1. Approval of May 2024 Claims and Questioned Costs
- 2. Disallowance of Claim – Rocky Hanson

B. Items for Discussion and Possible Action by HRFC to Forward to County Board

- 1. DATCP Producer-Led Watershed Protection Grant
- 2. Budget Transfer – Dells of the Eau Claire Dump Station
- 3. Opioid Litigation Settlement Update / Action
- 4. Initial Resolution for Conduit Bonding for Bug Tussel
- 5. Adoption of 2025 Budget Timeline and Priorities
- 6. **Motion to go into Closed Session (roll call vote suggested), pursuant to Wis. Stat. s. 19.85(1)(e), for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, to wit: review of offer to purchase and discussion of strategy regarding the potential sale of certain county property located at 5006 Chadwick Street, 5010 Heather Street in the Village of Weston and 1702 Plum Drive in the City of Wausau.**
- 7. Motion to Return to Open Session (Roll call Vote NOT required)
- 8. Discussion and Possible Action Resulting from Closed Session Discussion

7. **Educational Presentations and Committee Discussion**

A. Update on 2023 Audit

8. **Next Meeting Date & Time, Announcements and Future Agenda Items**

- A. Committee members are asked to bring ideas for future discussion.
- B. Next meeting: Tuesday, June 18, 2024 at 3:00 pm

9. **Adjournment**

*Any Person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 261.1500 or email countyclerk@co.marathon.wi.us one business day before the meeting.

SIGNED s/s John Robinson
Presiding Officer or Designee

EMAILED TO: Wausau Daily Herald, City Pages, and other Media Groups

EMAILED BY: _____

DATE & TIME: _____

NOTICE POSTED AT THE COURTHOUSE

BY: _____

DATE & TIME: _____



MARATHON COUNTY HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE AGENDA WITH MINUTES

Date & Time of Meeting: **Tuesday, May 21, 2024 at 3:00 pm**

Meeting Location: **Assembly Room, Courthouse, 500 Forest Street, Wausau WI 54403**

John Robinson	Present
Gayle Marshall	Present
Kurt Gibbs	Present
Kody Hart	Present
Ann Lemmer	Present
Scott Poole	Present (W)
Jordan Reynolds	Present (W)

Staff Present: Lance Leonhard, Chris Holman, Kim Trueblood, Mike Puerner

[Meeting Recording 1](#) [Meeting Recording 2](#) [Meeting Recording 3](#) [Meeting Recording 4](#)

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Public Comment** - None
4. **Approval of Minutes from the May 8, 2024 HRFC meeting (:03)** – Motion by Lemmer, Second by Gibbs to approve the minutes as presented. Motion carried on a voice vote unanimously.
5. **Policy Issues Discussion and Potential Committee Determination**
6. **Operational Functions Required by Statute, Ordinance, Resolution, or Policy**
 - A. Items for Discussion and Possible Action by HRFC
 1. 2024-2026 Committee Work Plan (:04)
 2. 2025 Budget Timelines, Assumptions, and Priorities (Pt 1 :15 and continuing on Pt 2)
 3. Potential Transfer of Surplus Property – 2111 Northwestern Ave, Wausau and 4412 Stettin Drive, Wausau (Pt 2 - :23) – Motion by Gibbs, Second by Lemmer to direct administration to enter into a discussion with the City of Wausau regarding these properties and try to negotiate a settlement purchase based on the amount the County has invested in them. Motion carried on a voice vote unanimously.
 - B. Items for Discussion and Possible Action by HRFC to Forward to County Board
 1. **Motion to go into Closed Session (roll call vote suggested), pursuant to Wis. Stat. s. 19.85(1)(e), for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, to wit: review of offer to purchase and discussion of strategy regarding the potential sale of certain county property located at 5006 Chadwick Street, 5010 Heather Street in the Village of Weston and 1702 Plum Drive in the City of Wausau. (Pt 2 - :23)** – Motion by Gibbs, Second by Lemmer to go into closed session. Motion carried on a roll call vote unanimously.
 2. Motion to Return to Open Session (Roll call Vote NOT required) – Motion by Hart, Second by Lemmer to return to open session. Motion carried on a voice vote unanimously.
 3. Discussion and Possible Action Resulting from Closed Session Discussion (Pt 3 - :25) – No announcements from this closed session. Negotiations will continue.
 4. **Motion to go into Closed Session (roll call vote suggested), pursuant to Wis. Stat. s. 19.85(1)(e), for the purpose of conducting specified public business, whenever competitive or bargaining reasons require a closed session, to wit: policy guidance to administration and facilities staff relative to Regional Forensic Science Center bidding process (Pt 3 – 18:37)** - Motion by Gibbs, Second by Lemmer to go into closed session. Motion carried on a roll call vote unanimously.
 5. Motion to Return to Open Session (Roll call Vote NOT required) – Motion by Gibbs, Second by Hart to return to open session. Motion carried on a voice vote unanimously.
 6. Discussion and Possible Action Resulting from Closed Session Discussion (Pt 4) – No action or announcement from closed session.
7. **Educational Presentations and Committee Discussion**
 - A. 2024 1st Quarter Financial Reports (Pt 3 - :30) – Item taken out of order before second closed session.

8. **Next Meeting Date & Time, Announcements and Future Agenda Items**

A. Committee members are asked to bring ideas for future discussion.

B. Next meeting: Wednesday, June 12, 2024 at 3:00 pm

9. **Adjournment** – Motion by, Hart Second by Marshall to adjourn. Motion carried on a voice vote unanimously. Meeting adjourned at 5:26 p.m.

Minutes prepared by Kim Trueblood, County Clerk

DRAFT



Kim Trueblood, Marathon County Clerk

Marathon County Courthouse
500 Forest Street
Wausau, WI 54403
715.261.1500 (Telephone)
715.261.1515 (Fax)
Kim.Trueblood@co.marathon.wi.us



MEMORANDUM

TO: Michael Puerner, Corporation Counsel

FROM: Kim Trueblood, County Clerk

DATE: May 22, 2024

RE: Claim – Rocky Hanson
=====

The attached claim was served in my office on May 22, 2024.

kjt
c: Risk Management

Kim Trueblood

From: Michael Horejs
Sent: Monday, May 20, 2024 2:29 PM
To: Kim Trueblood
Subject: Big Bull Falls Gazebo window incident

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Kim,

Reaching out reference the rear window incident at the Big Bull Falls Gazebo at 4 Scott Street from the morning of 05/20/2024.

I was in the parking lot, and Rocky pulled up in his vehicle next to me. He sat in his vehicle alone for an extended amount of time. I eventually backed my squad car up and I did not notice any damage to the rear window.

There were 2 parks workers, on their riding zero-turn mowers, tending the grounds around the gazebo. At one point, both of the mowers were on the north side of the parking lot, just north of the portable toilet in the parking lot. I saw one person pass by the parking lot on foot, but that individual was older, unarmed, and in good spirits. I did not see that person near or interacting with Rocky's vehicle.

The mowers were loud and it would have been difficult to hear any glass breaking, but as I resolved my issues I heard Rocky exclaim as he got back into his car and closed the door, only to hear glass shatter from the impact of his driver's door closing. He exited his vehicle, and there was broken glass from the rear window of his vehicle on the pavement, where his vehicle was parked. There was also a lot of broken glass inside the trunk, which would be expected from an external impact traveling toward the vehicle. The breaks in the glass appeared consistent with something striking the window from the outside, likely traveling in a horizontal direction. The glass was freshly broken and pieces were falling as he and I stood looking at the window.

While I did not see a rock or piece of debris break the glass, I would reasonably believe that is what happened.

Let me know if you need any other information.

Officer Mike Horejs #173
Wausau Police Department
515 Grand Avenue
Wausau, WI 54403
715-261-7800 (phone)

RECEIVED

MAY 22 2024

MARATHON COUNTY
CLERKS OFFICE

TO: WHOM IT MAY CONCERN

ON MONDAY 05-20-2024, APPROXIMATELY
9-11 AM, I WAS VISITING FRIENDS
AT WOODSON PARK IN WAUSAU, WI.

MY 2007 SATURN VUE WAS PARKED
IN THE PARKING LOT BY THE GAZEBO.

TWO EMPLOYEES FROM THE PARK
DEPARTMENT WERE MOWING THE GRASS,
NEAR MY VEHICLE. WHEN I GOT READY
TO LEAVE, I PUT MY COFFEE CUP IN
MY ^{CUP} HOLDER BY THE FRONT SEAT, I
CLOSED THE FRONT DOOR, PASSENGER SIDE.
WHEN I HEARD GLASS FALLING, MY
BACK WINDOW WAS SHATTERED. NOBODY
ELSE WAS AROUND MY VEHICLE, EXCEPT
THE 2 LAWN MOWERS, AND A POLICE
OFFICER SITTING IN HIS VEHICLE, PARKED
ABOUT 6 FEET AWAY FROM MY VEHICLE.

Rocky Hanson
1018 Townline Road
Wausau, WI 54403

Ofc Horejs Rocky Hanson

715-432-8738

Glass on Wheels
539.00 + Tax 569.65

Cont Right Auto Glass
With Tax 422.00

2007 Saturn Vue

2 estimates w/ tax

RECEIVED

MAY 22 2024

MARATHON COUNTY
CLERKS OFFICE





Jaime Alberti-Bowers
500 Forest Street
Wausau, Wisconsin 54403

May 29, 2024

RE: Claimant: Rocky Hanson
 Claim number: GLMA00003336
 Our Insured: Marathon County
 Date of Loss: 5/20/2024

Dear Jaime Alberti-Bowers,

The above referenced claim was filed on 5/22/2024. Following a review of the information and an investigation of the facts, it has been determined that Marathon County has no liability for this claim. Please issue a formal disallowance and provide a copy of this disallowance to WMMIC.

This claim will be closed on the date of receipt of the disallowance.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Kowalski".

Jennifer Kowalski, MBA
Liability Claim Representative
Wisconsin Municipal Mutual Insurance Company
(608) 729-5682
jkowalski@wmmic.com

RESOLUTION # R-__-24
APPROVE AMENDMENT TO 2024 BUDGET ACCEPTING DATCP PRODUCER-LED WATERSHED PROTECTION GRANT

WHEREAS, Section 65.90(5)(a) dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

WHEREAS, Marathon County is eligible to receive up to \$6,500.00 from the Wisconsin Department of Agriculture, Trade and Consumer Protection. Funds; and

WHEREAS, the grant funds would be used to host one regional watershed event highlighting producer-led conservation efforts; and

WHEREAS, on June 4, 2024, the Environmental Resources Committee voted to recommend acceptance of the grant funds and recommended the Marathon County Board of Supervisors transfer the grant funds into the Conservation, Planning and Zoning Department budget for use in organizing the event; and

WHEREAS, on June 12, 2024, the Human Resources, Finance and Property Committee accepted the grant funds and recommended the Marathon County Board of Supervisors transfer the grant funds into the Conservation, Planning and Zoning Department budget for use in organizing the event.

NOW, THEREFORE, BE IT RESOLVED the Marathon County Board of Supervisors authorizes and direct the budget amendment as listed below for 2024:

Transfer from:	Grant Fund DATCP grant revenue
Transfer to:	Grant Fund Conservation, Planning and Zoning operating cost center direct payments
Amount:	\$6,500.00
Re:	DATCP Producer-Led Watershed Protection Grant

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a Class 1 Notice of this transaction shall be published within (10) days of its adoption.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the County Board of Supervisors hereby authorizes and directs the Marathon County Clerk to issue checks pursuant to this resolution and the Marathon County Treasurer to honor said checks.

Respectfully submitted this 18th day of June, 2024.

ENVIRONMENTAL RESOURCES COMMITTEE

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

Fiscal Note: This resolution modifies the revenues and expenditures for the CPZ department funds by including accepted grant funds into the operational budget. There is no additional County tax levy appropriated in this resolution.

MARATHON COUNTY
Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Season Welle, Kristi Palmer**, and to your Department Head. This email will confirm that your Department Head acknowledges and approves this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: Conservation, Planning & Zoning

BUDGET YEAR: 2024

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	CC 56900 Land and Water Resource Management RC_43586	Department of Agriculture, Trade and Consumer Protection (DATCP) Producer-Led Watershed Protection Grant Program (PLWPG)	\$6,500

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	CC 56900 Land and Water Resource Management SC_53410 Meeting Expense	Meeting Expenses	\$5,200
Expenditure Increase	CC 56900 Land and Water Resource Management SC_53260 Advertising	Mailings/Ads for Event	\$500
Expenditure Increase	CC 56900 Land and Water Resource Management SC_55360 Event Rentals	County Park Rental and Activities Supplies	\$800

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Laurie Miskimins

Date Completed: 5/20/2024

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
Producer-Led Watershed Protection Grant Program (PLWPG)
- 2) Provide a brief (2-3 sentence) description of what this program does.
Funding from DATCP to host regional watershed event for the community. Event will highlight regional producer led group efforts in conservation.
- 3) This program is: (Check one)
 An Existing Program.
 A New Program.
- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: [Click here to enter description](#)
- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) Personnel costs and other miscellaneous operating expenses.
- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? _____

Is a Budget Transfer Resolution Required? _____

MARATHON COUNTY
Budget Transfer Authorization Request Form

This form must be completed electronically and emailed to **Season Welle, Kristi Palmer**, and to your Department Head. This email will confirm that your Department Head acknowledges and approves this transfer. Forms that are incomplete, incorrect, out-of-balance, or that have not been sent to your Department Head will be returned. The Finance Department will forward completed forms to the Marathon County Human Resources, Finance & Property Committee.

DEPARTMENT: Parks, Recreation & Forestry

BUDGET YEAR: 2024

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	60000 55301 CIP County Parks Fund:400 Capital Projects Fund Grant: GR-007340 ARPA County Project # 23PO-01C	CIP County Parks Project Marathon Park Water System Compliance	\$38,000

TRANSFER TO:

Action	Account Number	Account Description	Amount
Revenue Decrease Expenditure Increase	60000 55301 CIP County Parks Fund:400 Capital Projects Fund Grant: GR-007340 ARPA County Project # 24PO-02C	CIP County Parks Project Dells of Eau Claire Dump Station	\$38,000

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Jamie Polley

Date Completed: 6/7/2024

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____ Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

Attach this supplemental information to the original Budget Transfer Authorization Request Form. All questions must be completed by the requesting department or the Budget Transfer Authorization Request Form will be returned.

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
[Click here to enter program/grant name](#)

- 2) Provide a brief (2-3 sentence) description of what this program does.
[Click here to enter description](#)

- 3) This program is: (Check one)
 - An Existing Program.
 - A New Program.

- 4) What is the reason for this budget transfer?
 - Carry-over of Fund Balance.
 - Increase/Decrease in Grant Funding for Existing Program.
 - Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 - Set up Initial Budget for New Grant Program.
 - Set up Initial Budget for New Non-Grant Program
 - Other. Please explain: [Click here to enter description](#)

- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 - This Program is not a Grant.
 - This Program is a Grant, but there is no Local Match requirement.
 - This Program is a Grant, and there is a Local Match requirement of: (Check one)
 - Cash (such as tax levy, user fees, donations, etc.)
 - Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 - No.
 - Yes, the Amount is Less than \$30,000.
 - Yes, the Amount is \$30,000 or more AND: (Check one)
 - The capital request HAS been approved by the CIP Committee.
 - The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? _____ Is a Budget Transfer Resolution Required? _____

RESOLUTION R-27-24
RESOLUTION ON KROGER OPIOID LITIGATION SETTLEMENT

Authorizing Marathon 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

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

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

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

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

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

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

WHEREAS, copies of the settlement agreement relating to the Settling Defendant (“Settlement Agreement”) representing the terms of the tentative settlement agreement with the Settling Defendant has been made available at <https://nationalopioidsettlement.com/wp-content/uploads/2024/05/Kroger-Multistate-Settlement-Agreement-Circulated-to-States-March-25-2024.pdf>; and

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

WHEREAS, the County is a Participating Subdivision in the Settlement Agreement and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreement; (b) approves the Addendum Two to the Memorandum of Understanding allocating proceeds from the Settlement Agreement (“MOU”) among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (“Addendum Two”); and (c) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 18th day of June, 2024

HUMAN RESOURCES, FINANCE, and PROPERTY COMMITTEE

Fiscal impact: This resolution would permit Marathon County to participate in a settlement with Kroger relative to ongoing Opioid lawsuits and would allow Marathon County to receive proceeds from that settlement.

Ayes _____ Nays _____ Abstain _____ Absent _____ [] Voice Vote

Approved and adopted this _____ day of _____, 2024

Denied this _____ day of _____, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary)

Attest:

Kristi Palmer, Finance Director

Kim Trueblood, Marathon County Clerk

CONFIDENTIAL LEGAL MEMORANDUM

ATTORNEY-CLIENT PRIVILEGED

TO: Wisconsin County Clients

FROM: Crueger Dickinson, von Briesen & Roper, Attolles Law

DATE: June 7, 2024

RE: Approval of Kroger Settlement Agreement

The purpose of this memorandum is to explain the terms of the Kroger Settlement Agreement (the “Settlement”) and to discuss next steps with respect to affirmative approval of the Settlement. The process for approval of this Settlement will track closely the process used in earlier settlements.

SETTLEMENT PAYMENTS

Kroger will make eleven Annual Remediation Payments of up to \$1.2 billion in accordance with the payment schedule attached to the Settlement as Exhibit M-2. The Annual Remediation Payment for Payment Year 1 (2024) shall be disbursed by the Settlement Fund Administrator after the Effective Date¹ to each Settling State and to its Participating Subdivisions, *provided, however*, that for any Settling State where the Consent Judgment has not been entered as of the Effective Date, the funds allocable to the Settling State and its Participating Subdivisions shall not be disbursed until ten calendar days after the entry of the Consent Judgment in that Settling State. The Payment date for Payment Years 2 through 11 is March 31 of each year.

ALLOCATION OF FUNDS/REPORTING

As with other opioid settlements, per the terms of the Settlement, if, at any time, the County uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, the County shall identify such amounts and report to the Settlement Fund Administrator and Kroger the amount of funds so used, including if used to pay attorneys’ fees, investigation costs, litigation costs, or costs related to the operation and enforcement of the Settlement. As with the prior settlements, this requirement is not of particular concern given the requirements of Wis. Stat. § 165.12.

NEXT STEPS

To move forward in the settlement process, the County will need to affirmatively approve participation in the Settlement. In order to do so, we have prepared a template resolution (1) authorizing the execution of the forms necessary to participate and confirming the allocation calculations; and (2) agreeing to a supplement to the previously agreed upon MOU relating to allocation of the proceeds. This MOU

¹ The “Effective Date” is defined in the Settlement as sixty (60) calendar days after the Reference Date. The Reference Date is the date on which Kroger is to inform the Settling States of its determination as to whether there is sufficient Eligible State participation, sufficient Subdivision Participation, and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States to proceed with the Settlement. On or before the Reference Date, Kroger shall inform the Settling States of its determination. If Kroger determines to proceed, the parties will proceed to file the Consent Judgments, and the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Reference Date.

Addendum Two is also included with this memo. Once the resolution is adopted, the authorized County signatory will execute the MOU Addendum and the Participation Forms² that will be sent to the County's contact via Docusign. The deadline to execute these documents is August 12, 2024.

² Subdivision Participation and Release Form - Exhibit K to the Settlement, attached hereto for informational purposes.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Memo

To: Marathon County Board of Supervisors
From: John Robinson – Broadband Task Force Chair
Date: June 7, 2024
Re: Consideration of request for conduit financing to Bug Tussel Wireless in connection with 2021 Broadband expansion project and 2023 Public Service Commission project

Overview

This memorandum is intended to provide a summary of the partnership between Marathon County and Bug Tussel Wireless LLC, aimed at expanding broadband access to residents and businesses. The partnership involves significant projects funded by a 2021 conduit bond issuance and a Public Service Commission (PSC) funded project known as the Leathercamp project. Ultimately, this overview is intended to provide background and context for the Board of Supervisors in evaluating whether to support requests for additional conduit borrowing to support their efforts in Marathon County.

Bug Tussel Wireless LLC - Who is Bug Tussel?

Bug Tussel Wireless LLC, founded in 2003, is a telecom company wholly owned by Hilbert Communications LLC. The ownership of Hilbert Communications includes Paul Gehl, Steve Schneider, Bob Eddy, and approximately twelve other phone companies and individuals. Bug Tussel specializes in providing broadband and cellular solutions, focusing on rural and underserved areas. The company reported a 2020 revenue of \$64 million and a net income of \$19 million. Sister companies under Hilbert Communications include Red Tail Tower LLC (construction), Midwest Data Core LLC (switching and routing), Michigan Wireless LLC (spectrum holdings), and Cloud 1 Services LLC (site acquisition).

Key employees at Bug Tussel include:

- **Steve Schneider:** Founder, President, and CEO
- **Jason Wied JD:** Chief Operating Officer and General Counsel
- **Scott Feldt:** Executive Director of Public Affairs
- **Mitch Olson:** Chief Development Officer and General Counsel

Counties Worked With: In addition to Marathon County Bug Tussel has successfully collaborated with several counties in Wisconsin, including Fond du Lac, Green Lake, Kewaunee, Marquette, and Waushara,

Marathon County Projects

Conduit Bond Issuance (2021) In 2021, Marathon County joins four other counties led by Fond du Lac County that led to the issuance of up to \$78 million conduit bonds to fund the

expansion of broadband infrastructure in partnership with Bug Tussel. The project involves the deployment of fixed wireless broadband, middle mile fiber, and fiber-to-the-premise (FTTP) services. Key components include:

- **Broadband Towers:** Installation of 18 broadband towers.
- **Middle Mile Fiber:** Deployment of approximately 198.33 miles of fiber optic network.
- **Consumer Connectivity:** Connecting approximately 1,920 consumer premises.

The conduit bonding project allowed Bug Tussel to access capital at a lower interest rate. The county agreed to guarantee the repayment of funds in exchange for:

- Marathon County shall receive an annual guaranty fee equal to 40 basis points (0.40%) of the outstanding par amount of the Bonds covered by its County Guaranty, payable on a semi-annual basis on each May 1 and November 1
- Access to 24 strands of dark fiber for Marathon County's use, and
- Access to space on the towers for our use. The Sheriff's Department is installing equipment on a tower near Dancy.

To date Bug Tussel has completed construction of towers and has been laying middle mile fiber to connect the towers. During the work they have experienced an increase in costs associated with the performance of one of their contractors; increased costs associated with construction due to the presence of rack and inflationary pressures for equipment and contractors. This has resulted in their costs going up, which resulted in Bug Tussel requesting additional conduit bonding of \$_ million for this project.

Leathercamp Project (Public Service Commission Funded) The Leathercamp project, funded in large part by a \$3,000,000 grant from the PSC, aims to deploy 90.7 miles of fiber optic last-mile infrastructure to provide complete coverage in the Town of Knowlton, Village of Kronenwetter, and Town of Guenther., In March 2022 the County Board adopted the resolution committing \$142,175 for Bug Tussel as a forgivable loan funded through ARPA. There was a commitment on a loan to Bug Tussel for up to \$3,000,000. However, approval of the loan would need to be returned to a future Board meeting for final approval. This project focuses on:

- **Fiber-to-the-Premise (FTTP):** Delivering high-speed internet with symmetrical speeds of up to 1 Gbps to 636 residential locations and 16 business locations, all in underserved or unserved areas.
- **Open Access Network:** Encouraging future expansion and faster deployment of countywide fiber by providing an open network for other providers.
- **Economic Impact:** Enhancing economic opportunities for residents and businesses by improving broadband access, which supports remote work, education, and telehealth services.

Project Impact and Timeline:

- **Impact:** The project aims to provide reliable, high-speed internet access to areas currently lacking sufficient broadband options. This will improve remote work capabilities, educational opportunities, and access to healthcare.
- **Timeline:**
 - **Conduit Bonding Project.** 16 Towers are operational and another 7 are at various stages of construction, lease acquisition or permit approval. 182 miles of conduit have been laid some with fiber Final route design and engineering will be done soon. The main-line fiber is expected to be completed by the end of 2024, with last-mile connections starting shortly thereafter and the entire project completed in 2025.
 - **Leathercamp:** The project is underway and should be done in 2024.

The Ask

Bug Tussel's first project in the county is over budget. They have requested that the County consider supporting the issuance of up to an additional \$12 million of conduit bonding to fund the two projects. \$5 million in additional bonding for the 2021 Conduit Bonding Project and \$3 million to meet the County's commitment associated with the Leathercamp project. There are additional costs associated with the issuance of the bonds, capitalized interest, and funding for debt reserves.

Bug Tussel have indicated that the need for additional funding for the 2021 Conduit Borrowing project this was associated with several factors including: 1) The original intent was to place some of the fiber on overhead utility poles. Aerial spans were too far apart and so much more fiber had to be buried than planned. 2) They encountered much more rock than expected in laying the fiber. 3) They had performance problems with their primary contractor who has since been terminated and replaced. 4) The costs for some of the materials and labor have gone up. Other internet providers doing work in Marathon County have experienced many of these issues.

Bug Tussel's second project – the Leathercamp project, Marathon County committed to partner with Bug Tussel committing to providing a forgivable loan of up to \$142,175 which would be satisfied at completion of the project and a long-term loan up to \$3 million. The original intent was to use ARPA funding for the loan. However, the long-term loan was not eligible for ARPA and the County committed to look at providing the loan through other funding sources. The County evaluated the potential use of fund balance as the source. Bug Tussel has expressed a willingness to seek conduit bonding for this project which would not affect our fund balance.

What is a Conduit Bond Issuance?

A conduit bond issuance is a financing mechanism where a governmental entity issues tax-exempt bonds on behalf of a private company or project. The proceeds from the bond sale are provided to the private entity, which is responsible for repaying the debt. Key features include:

- **Issuer:** The government entity (e.g., Fond du Lac County) issues the bonds.
- **Borrower:** Bug Tussel Wireless LLC receives the loan proceeds.
- **Repayment:** The private entity (Bug Tussel) repays the bond debt, typically with project revenues.
- **Risk and Returns:** The risk to the issuing government stems from any potential default of the borrower (i.e., Bug Tussel). The risk is mitigated somewhat by guaranties, which in this case exist with Hilbert Communications, and through the securitization of collateral, which in this instance is the towers and related fiber network. The potential benefits of the project are the expanded service to local residents and businesses, as well as the direct financial benefits received by Marathon County in connection with the administrative payments that it receives from Bug Tussel in accordance with the conduit issue (i.e., 40 basis points).
- **Timeline:** The County Board will be asked to approve an initial resolution supporting conduit bonding in June and a final resolution in September. The June vote is a simple majority and the September vote will require a 3/4ths vote of all members of the County Board.

Conclusion

The partnership with Bug Tussel Wireless LLC represents a significant investment in the digital infrastructure of Marathon County. By leveraging conduit bond financing and PSC funding, the access to high-speed internet will be enhanced, particularly for unserved and underserved residents and businesses, which will in turn foster economic development, enhance educational opportunities, and improve quality of life.

MARATHON COUNTY, WISCONSIN

RESOLUTION #R-28-24

INITIAL RESOLUTION APPROVING REVENUE BOND FINANCING FOR BUG TUSSEL WIRELESS, LLC

INTRODUCED BY: Human Resources, Finance, and Property Committee

INTENT & SYNOPSIS: To provide approval of an Initial Resolution of Marathon County to participate with other counties in accordance with an Intergovernmental Agreement pursuant to which Fond du Lac County, Wisconsin will serve as the conduit bond issuer for Revenue Bond Financing for Bug Tussel Wireless, LLC to finance a project for acquisition, construction and installation of certain telecommunications infrastructure, for the purpose of providing wireless internet and telephone communication services to businesses, governmental units and residents of rural communities where such service is currently unavailable or prohibitively expensive (the "Project"), which includes Project costs located in Marathon County in an amount not to exceed \$12,000,000.

FISCAL NOTE: None.

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the "Act") authorizes municipalities to authorize the issuance and sale of bonds to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

WHEREAS, Bug Tussel Wireless, LLC, a Wisconsin limited liability company (the "Company"), and/or one or more of its affiliates (including, without limitation, Hilbert Communications, LLC and Cloud 1, LLC), whether existing on the date hereof or to be formed and whether owned directly or indirectly by the Company, desires to finance a project consisting of the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) acquisition of tower sites by purchase or lease of land and equipping such sites with towers and electronics to provide broadband, high speed cellular, emergency communications and point to point (P2P) data communications; (ii) constructing fiberoptic data transmission facilities (cable and electronics) between towers, key community facilities, businesses and residential aggregation points; (iii) where appropriate, connecting individual premises into the broadband network including the cost of Consumer Premise Equipment (CPE); (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; (vi) payment of such project costs located in Marathon County in an amount not to exceed \$12,000,000; and (vii) payment of professional fees (collectively, the "Project"), all of which will be for the purpose of providing wireless internet and telephone communications services to businesses, governmental units and residents of rural communities where such service is currently unavailable or is prohibitively expensive; and

WHEREAS, Marathon County is a political subdivision of the State of Wisconsin within whose boundaries a portion of the Project is located; and

WHEREAS, pursuant to Sections 66.1103 and 66.0301 of the Wisconsin Statutes, individual counties or two or more counties, each a "Participating County", acting pursuant to an Intergovernmental Agreement may serve as the conduit issuer for such financing; and

WHEREAS, (i) the aggregate cost of the Project in Marathon County and the Participating Counties is presently estimated to be not greater than \$250,000,000, (ii) the aggregate amount of the Project proposed to be financed with one or more issues or series of tax-exempt or taxable revenue bonds does not exceed \$250,000,000 (the "Bonds") to be issued by Fond du Lac County, Wisconsin (the "Issuing County") acting pursuant to intergovernmental powers, and (iii) the portion of the Project located in Marathon County does not exceed \$12,000,000; and

WHEREAS, Section 66.1103(3)(f) of the Wisconsin Statutes provides that a municipality also may finance an industrial project which is located entirely outside the geographic limits of the municipality, but only if the revenue agreement for the project also relates to another project of the same eligible participant, part of which is located within the geographic limits of the municipality; and

WHEREAS, the Project includes necessary infrastructure for essential services by and for Marathon County and local units of government in Marathon County and is in furtherance of the public purposes set forth in the Act; and

WHEREAS, the proposed Project is a multi-jurisdictional project which is located in multiple counties to be identified, and the Company has requested that each of the Participating Counties approve an initial resolution (the "Initial Resolution") providing for the financing of the Project in an aggregate amount not to exceed \$250,000,000; and

WHEREAS, pursuant to the Intergovernmental Agreement, Fond du Lac County shall be the Issuing County of said revenue Bonds, and it shall be determined at a future date which county or counties shall be Participating Counties; and

WHEREAS, the Company has requested that Marathon County and other Participating Counties who will directly benefit from the Project to each provide a limited guaranty (the "Guaranty") to enhance the collateral position of the Company in an amount equal to the pro rata portion of the Project costs incurred and essential services benefits derived in such Participating County; and

WHEREAS, the Company will have the primary obligation to make all scheduled principal and interest payments when due on the Bonds, and Marathon County's Guaranty will apply only in the event that the Company does not make the required payments due on the Bonds; and

WHEREAS, in return for Marathon County's Guaranty, Marathon County shall receive an annual guaranty fee (based upon the amount of its Guaranty), and the Company will pay all costs to Marathon County and all expenses by Marathon County related to the bond issue; and

WHEREAS, at the option of the Company, bond insurance may be purchased with respect to the Bonds which will require approval by subsequent resolution of Marathon County;

WHEREAS, the Company shall enter into a Reimbursement Agreement (the "Reimbursement Agreement") with Marathon County agreeing to reimburse Marathon County for any payment required under Marathon County's Guaranty and to indemnify Marathon County for any and all costs, expenses and liabilities related to the Bonds; and

WHEREAS, as further security for its Guaranty, Marathon County shall receive a first mortgage on all land, buildings, and improvements of the Company located in Marathon County which are financed with proceeds of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Marathon County Board of Supervisors as follows:

1. Marathon County hereby approves that Fond du Lac County, as the Issuing County, acting pursuant to the Intergovernmental Agreement, shall:

(a) Finance the Project in an aggregate amount not to exceed \$250,000,000 which includes Project costs located in Marathon County in an amount not to exceed \$12,000,000; and

(b) Acting pursuant to the Intergovernmental Agreement by and among one or more Participating Counties, Fond du Lac County shall issue industrial development revenue bonds in one or more issues or series of tax-exempt or taxable bonds in an aggregate amount not to exceed \$250,000,000 in order to finance costs of the Project located in the Participating Counties, pursuant to Section 66.1103(3)(f) of the Wisconsin Statutes.

2. The aforesaid plan of financing contemplates, and is conditioned upon, the following:

(a) The Bonds shall be limited obligations of the Issuing County, acting pursuant to the Intergovernmental Agreement, and are payable solely from revenues provided by the Company and are secured in part by the limited Guaranty of Marathon County;

(b) The Bonds shall never constitute an indebtedness of Marathon County, the Issuing County or the Participating Counties within the meaning of any state constitutional provision or statutory limitation;

(c) The Bonds shall not constitute or give rise to a pecuniary liability of the Issuing County, or the Participating Counties, or a charge against their general credit or taxing powers;

(d) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with industrial development revenue bonds;

(e) The Company shall find a purchaser for all of the Bonds;

(f) All out-of-pocket costs, including but not limited to legal fees and Trustee's fees, incurred by Fond du Lac County or the Marathon County in connection with the issuance and sale of the Bonds shall be paid by the Company, whether or not the Issuing County or another Participating County ultimately issues the Bonds; and

(g) Marathon County shall be paid an annual guaranty fee (based upon the amount of Marathon County's Guaranty).

3. The aforesaid plan of financing shall not be legally binding upon Marathon County nor be finally implemented unless and until:

(a) The details and mechanics of the bond financing are authorized and approved by a further resolution of Fond du Lac County, as the Issuing County, by a vote of at least three-fourths of the members-elect (as defined in Section 59.001(2m) of the Wisconsin Statutes) of the Board of Supervisors. Such approval shall be solely within the discretion of the Issuing County, acting pursuant to the Intergovernmental Agreement and approval of the Board of Supervisors of the Issuing County;

(b) Said approval and Guaranty are further conditioned upon terms and conditions of one or more written agreements between Marathon County and the various parties involved, ensuring that all of the proceeds from the sale of the Bonds shall be administered by a duly appointed independent trustee, that the bond proceeds shall be used exclusively for the development of the Project and for no other purpose, and that the project funds shall be paid over to the Company by the trustee only as they become needed for completion of the Project;

(c) The County Clerk of Marathon County shall cause notice of adoption of this Initial Resolution, in the form attached hereto as Exhibit A, to be published once in a newspaper of general circulation in Marathon County, and the electors of Marathon County shall have been given the opportunity to petition for a referendum on the matter of the aforesaid bond issue, all as required by law;

(d) Either no such petition shall be timely filed or such petition shall have been filed and said referendum shall have approved the bond issue;

(e) The county clerks of Marathon County and the Participating Counties shall each have received an employment impact estimate issued under Section 238.11 of the Wisconsin Statutes;

(f) The Bonds shall be limited obligations of the Issuing County, acting pursuant to the Intergovernmental Agreement and are payable solely from revenues provided by the Company and secured in part by a limited guaranty of each Participating County;

(g) All Participating Counties have entered into the Intergovernmental Agreement and identified Fond du Lac County as the Issuing County;

(h) All Participating Counties have approved their respective guaranties by a vote of at least three-fourths of the members-elect of their respective County Board of Supervisors; such subsequent approval shall be solely within the discretion of each Participating County; and

(i) All documents required to consummate the financing have been duly authorized and delivered.

4. Pursuant to the Act, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Company having represented that it is able to negotiate satisfactory arrangements for completing the Project and that Marathon County's interests are not prejudiced thereby.

5. The County Clerk of Marathon County is directed following adoption of this Initial Resolution (i) to publish notice of such adoption not less than one time in the official newspaper of Marathon County, such notice to be in substantially the form attached hereto as Exhibit A and (ii) to file a copy of this Initial Resolution, together with a statement indicating the date the Notice to Electors was published, with the Wisconsin Economic Development Corporation within twenty (20) days following the date of publication of such notice.

6. This Initial Resolution is an "initial resolution" within the meaning of the Act and official action toward issuance of the Bonds. Furthermore, it is the reasonable expectation of Marathon County that proceeds of the Bonds may be used to reimburse expenditures made on the Project prior to the issuance of the Bonds. The maximum principal amount of debt expected to be issued for the Project on the date hereof is \$250,000,000.

7. Marathon County Officers and Corporation Counsel shall forthwith negotiate and confer with all interested parties, draft, edit, or approve and deliver the contracts or other documents necessary to carry out the provisions of this Initial Resolution; provided, however, that such Officers and Corporation Counsel shall present the same to the Board of Supervisors for the Board's final review, ratification, and approval of all of the specific terms and conditions contained in said documents prior to the issuance of the Bonds on behalf of

the Company. Such subsequent approval shall be solely within the discretion of Marathon County and its Board of Supervisors, notwithstanding this Initial Resolution.

Recommended for adoption this ____ day of _____, 2024.

Adopted _____

Defeated _____ by the Marathon County Board of Supervisors this

Tabled _____ day of _____, 2024.

County Board Chair

County Clerk

I, the undersigned, the duly appointed and qualified Clerk of Marathon County, Wisconsin do hereby certify that the foregoing resolution was duly adopted by the County Board of Supervisors at a meeting of said County held in open session in accordance with the requirements of Subchapter V of Chapter 19 of the Wisconsin Statutes on June 18, 2024.

MARATHON COUNTY, WISCONSIN

County Clerk

EXHIBIT A

NOTICE TO ELECTORS OF MARATHON COUNTY, WISCONSIN

TAKE NOTICE that the Board of Supervisors of Marathon County, Wisconsin ("Marathon County"), at a meeting held at the Marathon County Courthouse, 500 Forest Street, Wausau, Wisconsin, on June 18, 2024, adopted an initial resolution (the "Initial Resolution") pursuant to Section 66.1103 of the Wisconsin Statutes, as amended, expressing the intention to issue not to exceed \$250,000,000 of industrial development revenue bonds (the "Bonds") on behalf of Bug Tussel Wireless, LLC, a Wisconsin limited liability company (the "Company"), and/or one or more of its affiliates (including, without limitation, Hilbert Communications, LLC and Cloud 1, LLC), to finance a project consisting of the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) acquisition of tower sites by purchase or lease of land and equipping such sites with towers and electronics to provide broadband, high speed cellular, emergency communications and point to point (P2P) data communications; (ii) constructing fiberoptic data transmission facilities (cable and electronics) between towers, key community facilities, businesses and residential aggregation points; (iii) where appropriate, connecting individual premises into the broadband network including the cost of Consumer Premise Equipment (CPE); (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; (vi) payment of project costs located in Marathon County in an amount not to exceed \$12,000,000; and (vii) payment of professional fees (collectively, the "Project"), all of which will be for the purpose of providing wireless internet and telephone communications services to businesses, governmental units and residents of rural communities. The Company has represented that the net number of full-time equivalent jobs which will be maintained in Marathon County is 1.

Pursuant to the terms of Section 66.1103 of the Wisconsin Statutes, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Company having represented that it is able to negotiate satisfactory arrangements for completing the Project and that Marathon County's interests are not prejudiced thereby.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF MARATHON COUNTY, NOR SHALL THE BONDS GIVE RISE TO ANY PECUNIARY LIABILITY OF MARATHON COUNTY, NOR SHALL THE BONDS BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF MARATHON COUNTY. RATHER, THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES AND OTHER AMOUNTS TO BE DERIVED PURSUANT TO THE REVENUE AGREEMENT RELATING TO SAID PROJECT TO BE ENTERED INTO BETWEEN THE ISSUING COUNTY OR ISSUING COUNTIES AND THE COMPANY.

The Initial Resolution may be inspected in the office of the Marathon County Clerk at 500 Forest Street, Wausau, Wisconsin, during business hours.

TAKE FURTHER NOTICE THAT THE ELECTORS OF MARATHON COUNTY MAY PETITION FOR A REFERENDUM ON THE QUESTION OF THE BOND ISSUE. Unless within thirty (30) days from the date of the publication of this Notice a petition signed by not less than five percent (5%) of the registered electors of the Marathon County is filed with the County Clerk requesting a referendum on the question of the issuance of the Bonds, the Issuing County will issue the Bonds without submitting the proposition for the electors' approval. If such petition is filed as aforesaid, then the Bonds shall not be issued until approved by a majority of the electors of Marathon County voting thereon at a general or special election.

Kim Trueblood, County Clerk
Marathon County, Wisconsin

Notice of Intent to Obtain a Municipal Industrial Revenue Bond

Section 66.1103 (4m) (a) 1 of the Wisconsin Statutes requires the person or business who intends to obtain an industrial revenue bond issue from a Wisconsin municipality to notify this intention to the Wisconsin Economic Development Corporation and to any collective bargaining agent in the state with whom the person or business has a collective bargaining agreement. This notification must occur at least 30 days prior to entering into the revenue agreement or signing the loan contract. The person or business must provide information on the number of full-time jobs that are expected to be eliminated, created, or maintained at the project site and elsewhere in Wisconsin as a result of the project which is the subject of this notice. The person or business named below hereby gives notice of intent to obtain an Industrial Revenue Bond pursuant to s. 66.1103 of the Wisconsin Statutes.

I. Project

A. Person: Steven J. Schneider
 Business: Bug Tussel 2, LLC
 Address: 417 Pine Street
 Post Office/ZIP: Green Bay, WI 54301

B. Project site: Marathon County, Wisconsin
 (Name of city, village or town in which the project is located)

C. Project type: Expansion at Present Location Relocation Within Same Municipality
 Relocation From Within State Relocation from Out-of-State New Business
 Branch-Wisconsin Operation Branch-Out-of-State Operat9ion Other* Wireless telecommunication infrastructure
 *(Multiple locations in Marathon County)

D. Maximum amount of IRB financing: \$12,000,000 in Marathon County

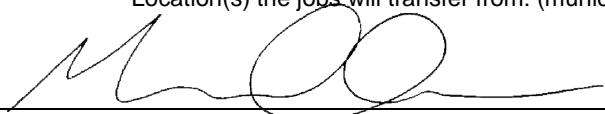
II. Employment Estimates (to result within the next 3 years)

Number of Full-Time Jobs	Before Project	To Be Maintained	To Be Created	To Be Eliminated	Net Total Number of Jobs
A. <u>At the Project Site(s)</u>	1	1	0	0	1
B. <u>Other Wisconsin Operations</u>	199	199	0	0	199
C. <u>Net Totals</u>	200	200	0	0	200

D. Will any jobs transfer from one or more locations to the project site? Yes No

Number of jobs to transfer: N/A

Location(s) the jobs will transfer from: (municipality) N/A



 Signed/Person completing this form

Mitchel Olson, General Counsel

 Title

June 3, 2024

 Date

(920) 940-0138

 Telephone Number

Resolution #R-____-24
RESOLUTION ESTABLISHING 2025 BUDGET PRIORITIES AND GUIDELINES

WHEREAS, Marathon County is an economically diverse county with a growing population and variety of rural, suburban, and urban communities; and

WHEREAS, County staff provided background information on historical revenues and expenses at the April 20th and 25th meetings of the Board of Supervisors and the May 10th meeting of the Human Resource and Finance Committee meeting; and

WHEREAS, revenue limitations by the State continue to require tough decision prioritizing which expenses will be covered with limited revenues; and

WHEREAS, prudent financial management and maintenance of fund balance reserves are essential to the long-term fiscal health of the county and the retention of a strong credit rating; and

WHEREAS, the Marathon County Board of Supervisors is sensitive to the nature of the tax burden on the residents of Marathon County, and prioritizes a stable, sustainable tax levy rate;

WHEREAS, during the 2024 budget process, the Marathon County Board of Supervisors and the County Administrator indicated a commitment to further review of non-profit funding; and

WHEREAS, Marathon County has a Debt Management Policy in ordinance section 1.51; and

WHEREAS, the Marathon County Board adopted a budget development timeline that calls for the establishment of budget priority guidelines for the County Administrator to consider when putting together a budget recommendation; and

WHEREAS, the Human Resources, Finance & Property Committee met on June 12, 2024, and has recommended budget priority guidelines for the County Administrator to consider when putting together a budget recommendation, which were forwarded to the Board of Supervisors for its consideration.

NOW, THEREFORE, BE IT RESOLVED that the Marathon County Board of Supervisors hereby establishes the following categorical priority guidelines for the County Administrator to consider, in conjunction with the direction to maintain the county's long-term fiscal health and strong credit rating, when creating the 2025 budget:

1. Capital Reserves (Structural Deficit) – proposed budget should not utilize capital reserves to fund operating costs and debt services, while using remaining ARPA for capital needs.
2. Employee Compensation – proposed budget should be based on a maximum 3% increase in employee compensation.
3. Health Insurance – proposed budget should maintain the quality of health care program currently offered to employees, while also evaluating the delivery vehicle and cost.
4. New Positions – proposed budget should not include any new positions unless they are fully funded through non-levy resources.
5. Operating Expenses – proposed budget process should strive to pursue efficiencies in service delivery to reduce costs.

BE IT FURTHER RESOLVED, the seven (7) standing committees of Marathon County are hereby called upon to continue the review of the 2024 mandated and discretionary services report and the rates and fees charged by departments under their jurisdiction, during the ensuing months to develop additional recommendations for consideration by the Board of Supervisors in the 2025 budget development and approval process.

BE IT FURTHER RESOLVED, standing committees with jurisdiction of non-profit agencies are called upon to bring recommendations to the full board relative to continued funding for non-profit agencies as part of the budget development process.

June 18, 2024

Human Resources, Finance, and Property Committee

Ayes _____ Nays _____ Abstain _____ Absent _____ [] Voice Vote

Approved and adopted this _____ day of _____, 2024

Denied this _____ day of _____, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary)

Attest:

Kristi Palmer, Finance Director

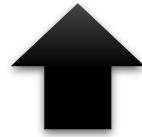
Kim Trueblood, Marathon County Clerk

Marathon County 2025 Budget Process Timeline	
<u>CIP BUDGET PROCESS</u>	
Capital Project Requests for 2025 and Requested changes to existing five-year CIP due to Deputy County Administrator (DCA) of Internal Services and Public Works	by May 24
Recommendation from DCA and CIP review team to County Administrator	by June 3
Administrator reports to HR Finance & Property Committee on the requests and provides initial perspective on organizational needs and receives feedback (Report provided to County Board by HRFC Chair and staff)	June 12
County Administrator conducts final review with DCA and Makes Final Recommendation	July
Resolution Approving Preliminary 2025 CIP Projects and Board receives five-year capital plan (presentation to Board on August 15)	August 20
Administrator builds CIP into 2025 Budget Recommendations	October 9
<u>OPERATING BUDGET PROCESS</u>	
<p>Budget Summit past overview video provided to County Board prior to June educational meeting. Video to cover:</p> <ul style="list-style-type: none"> - Budget 101 - Mandatory / Discretionary Program Overview - Funding sources – levy, state aids, revenues (contracts, user fees) - Overview of Budget Priorities - Overview of Current Budget Assumptions - Review of Committee jurisdiction for program modification recommendation <p>HR Finance & Property Committee Chair to provide annual specific update at June 13 Educational meeting</p>	June
New Position Requests Due to HR Director from Departments	June 1
HR Finance & Property Committee Recommends Budget Priorities	June
County Board Considers and Adopts Budget Priorities	June 18
Administration shares budget priorities and program modifications with Department Heads	June
Standing Committees consider program modification recommendations at respective committee meetings	July
HR Finance & Property Committee Recommends Budget Assumptions for inclusion in Department Budgets	July

County Board Adopts Budget Assumptions for inclusion in Department Budgets	July 23
Budget Assumptions built into payroll for development of draft Departmental Operating Budgets	August
<p>Department Draft Budgets Distributed to Department Heads</p> <p>Department Heads Initial Budget Requests entered in system</p> <p>County Administrator/Finance Director Reviews Department Budgets with Department Heads</p> <p>County Administrator develops 2025 Budget</p>	August / September
County Administrator Presents Overview of 2025 Proposed Budget to each of the Standing Committees, highlighting any significant anticipated changes from 2024 Adopted Budget within Departments reporting to each committee	October Committee meetings
County Administrator Presents Preliminary Budget to HR Finance & Property Committee and County Board of Supervisors (single meeting); HRFC accepts budget	October 9 (HRFC meeting)
Amendments to proposed 2025 Budget are due from supervisors for consideration by HR Finance & Property Committee prior to publication	Friday, October 11 noon
<p>Final Review & Recommendation of Budget by HRFC (morning of 10.14 deadline)</p> <p>Publication Notice to Newspapers</p> <p>COTW Budget Presentation highlighting changes to budget</p>	October (Morning of Oct. 14 special HRFC)
Public Hearing on the Budget – 59.60(7)	Oct 31, Nov 1, or 4
Deadline for Amendments from County Board supervisors based on public hearing feedback	November 4th (noon)
HR Finance & Property Committee to review proposed budget amendments received after Public Hearing	November 7th
County Board Adoption of Budget including CIP	November 12

Decision Matrix for Operating Budget Priorities

Reserves 3	1	1 – Do Not Utilize Reserves in budget building process for operations
	2	2 or lower – Use Reserves as necessary for operating expenses to maintain or expand service levels (artificially, enhancing revenues)
Employee Compensation 1	1	1 – Pay for Performance allocation and COLA adjustment to pay scale
	2	2 – Significant Pay for Performance allocation (3.01% or above)
	3	3 – Minimal to Moderate Pay for Performance allocation (less than 3.0%)
	4	4 or lower – No increase
Health Insurance 2	1	1 – Status Quo Health Insurance Plan
	2	2 – Modify benefits to reduce costs and/or increase employee premiums to offset increase
	3	3 or lower – Modify benefits or increase employee premiums to minimize fiscal impact
Position Expansion or Contraction 4	1	1 – Fund all new position requests deemed necessary by County Administration
	2	2 – Prioritize new positions based on County wide needs and other priorities (3+ new positions estimated)
	3	3 – Prioritize new positions based on County wide needs and other priorities (maybe 1-2 new positions estimated)
	4	4 – No new positions (levy supported)
	5	5 – Target reductions in staffing based on guidance from County Board relative to service-level reductions
Operating Expense requests 5	1	1 – Fund all operating expense requests received
	2	2 or lower – Prioritize necessities, needs and wants, and look for efficiencies in delivery of services and programs



County Board Establishes Priority Order of Categories

County Administrator Applies Priority Order Decision Matrix to Create Budget



MEMORANDUM

TO: Human Resources, Finance, and Property Committee
 FROM: Chris Holman, Facilities & Capital Management

June 5, 2024

RE: Preliminary 2025 Capital Budget & CIP Requests

Members of the Committee:

Below you will find a list of the project requests we have received as of June 5th, 2024 for the 2025 Capital Budget. Facilities has met and conducted an initial review, and we have begun work on refining numbers for some projects so that we have updated budget estimates for your July meeting and August consideration/approval. We will also review and score each project at the department level and bring that to Administrator Leonhard for his input that will help to shape what we bring forward to you.

INFORMATION ONLY

CWA	General Aviation Transient Hangar	
	General Aviation Terminal Building with Associated Apron Area	\$14,302,582
	Replacement Airport Rescue Fire Fighting Vehicle.	
Solid Waste	Landfill Bulldozer	\$700,000
	Gas Well Installation	\$350,000
	Vehicle Scale	\$300,000

RECURRING

Highway	Bituminous Surfacing	
	Replace and Rehabilitate County Bridges and Culverts	
	Replace and Rehabilitate Federally Funded Bridges and Culverts	TBD
Facilities & Capital Management	Culverts/Bridge Aid	
	Parking Lot Fund*	\$50,000
Parks	Sheriff's Office East Lot	TBD
	Annual Playground Replacement (Last 3 of 11)	\$75,000 (2025) Rib Falls \$75,000 (2026) Big Rapids \$200,000 (2027) MP Junction
CCITC	Annual Restroom Replacement	TBD (DEC)
	PC Upgrade Fund	\$195,000
	Network/Server Upgrade Fund	\$106,000
	Video Equip. Upgrade Fund	\$42,000
Rolling Stock	Voice Equip./Phone Upgrades	\$40,000
	FCM/CPZ	TBD
	Parks	\$209,680*
	Sheriff's Office	TBD
	Highway	TBD

DEPARTMENT REQUESTS

CCITC	Asset Management (RFP Near Completion) (This is to extend use to City and County)	\$150,000
	Replace Jail Intercom (End of Life)	TBD
	Phone System Comprehensive Upgrade	\$380,000
	Replace Jail Analog Cameras	TBD

CPZ	Update 2016 Marathon County Comprehensive Plan (Note: Shall CIP include a Planning Fund?) Hydro-Seeder (Equipment) Update Orthoimagery for Online Mapping Community Water Stations	\$200,000 \$85,000 \$144,700 \$160,000
FCM	Elevator Modernization - Sallyport (Priority #1) - Huber (Priority #2) LVPP Sanitary Line Repair/Replacement Update Courthouse Master Plan Juvenile Bldg. Envelope Repairs Juvenile Chiller Replacement Courthouse Chiller Replacement Jail Heat Wheel	TBD TBD TBD TBD TBD TBD TBD
Highway	CTH H Resurfacing (N to 29) CTH A Big Rib River Bridge Replacement CTH H, Rocky Run Bridge Replacement CTH C, Plover River Bridge Replacement CTH F, Branch of Big Eau Pleine Bridge Replacement CTH L, Little Rib River Bridge Replacement CTH N & J Intersection Large Culvert Replacement CTH HH102 and CTH Q103 Upgrade to Salt Brine Operations (Wausau, Stratford, Abbotsford, Mosinee, Hatley Shops)**	\$392,000 \$549,468 \$214,128 \$260,918 \$200,968 \$161,688 \$80,000 \$335,000 \$945,000
Library	Restroom Renovations (Elevator included in Modernization Plan)	TBD

Parks	Replace Marathon Park Fence	\$388,710
	Replace Marathon Park Splash Pad	\$213,000
	Marathon Hall AC Install	\$115,000
	Marathon Park Junction Area Site Plan & Study	\$148,000
	Repair/Replace Marathon Park Roads/Trails	\$624,450
	Rib Falls Park Master Planning	\$80,000
	Dells of Eau Claire Beach Restroom Replacement	\$120,000
UWSP-Wausau	Central Heating Plant Phase II	\$658,350
	HVAC Controls	\$183,052
	Restroom Renovations	\$221,375

Numbers that are listed as “TBD” are all in progress. It has been a little more difficult than previous years to get estimates done as some firms move away from providing these services for our purposes. Many projects were estimated in previous years, so those are being updated based on 2024-2025 market conditions and any changes in the scope of work. We will be conducting site visits to many project areas to confirm in person as well.

At the next meeting where CIP is discussed we will include all project request forms that are being presented for consideration and a list of projects that are not being moved forward along with a brief rationale. If we will be moving to use new software (Gravity) for 2024-2025 Capital Planning, we will also bring a preview of what that looks like.

If, in the meantime, you have any questions please feel free to reach out to me directly.

Thank you.

Respectfully,

Chris Holman
Deputy Administrator
Facilities Director



MANDATED SERVICES REVIEW – 2025 Budget Prep

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Service Area	Mandated (Yes/No)	Statutory Authority
Specific Staffing Levels within Departments	No, generally.	<p>Wis. Stat. § 59.22, provides that “the board <i>may</i> . . . establish the number of employees in any department or office including deputies to elective officers.”</p> <p>Annually, within the budget, the Board of Supervisors is presented with the full-time equivalent summary by department.</p>

CLERK OF COURT		
Service	Mandated (Yes/No)	Statutory Authority
Case filing/docket/minutes	Yes	Wis. Stat. § 59.40(2) & 799.10 and Supreme Court Rules
Judgment & lien docket	Yes	Wis. Stat. § 59.40(2) & Ch. 779 and 806 and Supreme Court Rules
Collect payments & filing fees	Yes	Wis. Stat. § 59.40(2), 799.25 & Ch. 814 and Supreme Court Rules
Jury management	Yes	Wis. Stat. § 59.40(2) & Ch. 756 and Supreme Court Rules
Appeals	Yes	Wis. Stat. Ch. 808 and Supreme Court Rules
Appoint and revoke deputy clerks	Yes	Wis. Stat. § 59.40(1)(a) and Supreme Court Rules
Provide public with information regarding the Circuit Court's small claims system	Yes	Wis. Stat. § 799.09 and Supreme Court Rules
Retention and Maintenance of Court Records	Yes	Supreme Court Rule 72
PROBATE and JUVENILE SPECIFIC		
Register in Probate can act as the Clerk of Juvenile Court	Yes	Wis. Stat. § 851.72(7), § 48.04
Case file management, docket, keep minutes: probate files	Yes	Wis. Stat. § 851.72; Chps 851-879
Case file management, docket, keep minutes: emergency detention, guardianship, and juvenile files	Yes	Wis. Stat. Ch. 51, 53-55, Ch. 48 & 938
Collect filing and other fees	Yes	Wis. Stat. § 814.66
Appeals	Yes	Wis. Stat. Ch. 808
MISCELLANEOUS		

Counties have circuit court judges and court commissioners; all perform statutory / constitutionally mandated circuit court functions.	Yes	Wis. Stat. Chps. 753, 757; Supreme Court Rules
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<p>Additional information:</p> <ul style="list-style-type: none"> - § 753.30 enumerates the Clerk of Circuit Court powers. - Additional information: Other statutory duties include: procuring, scheduling and paying interpreters; witnesses; marking, storing and retention of exhibits and mandatory reporting to the State for: interpreter reimbursement, juvenile legal fees, US Attorney billings, unclaimed funds, jury evaluation report and annual report of costs. - The positions of Clerk of Circuit Court and one deputy are mandated. - Court Mediation Programming – as part of the 2020 Annual Budget, the Board of Supervisors provided funding for a mediation program via Wisconsin Judicare. Additional information on the program is available here https://www.marathoncounty.gov/home/showpublisheddocument/10848/638372899066100000

MEDICAL EXAMINER

Service	Mandated (Yes/No)	Statutory Authority
Reporting Death	Yes	Wis. Stats. § 979.01 Wis. Adm. Code DHS 135.09
Determine cause and manner of death, death certificate signing	Yes	Wis. Stats. § 59.34, 69.18, 979.03 Wis. Adm. Code DHS 135.09
Issue cremation and disinterment permits.	Yes	Wis. Stat. § 59.34, 69.18(4) Wis. Adm. Code DHS 135.09
Subpoena documents	Yes	Wis. Stat. § 979.015
Burial of bodies (homeless or no one claims body)	Yes	Wis. Stat. § 979.09
Reporting deaths of public health concerns	Yes	Wis. Stat. § 979.012
Order autopsy	Yes	Wis. Stat. § 979.02, 025, 03
Reporting deaths of public health concern	Yes	WIS 979.012
Autopsy of correctional inmate	Yes	979.025
Autopsy for SIDS	Yes	979.03
Inquests	Yes	979.05
Death Review Team (e.g., Suicide, Overdose) participation and leadership, Community & Partner training and consultation	No	
Mass Fatality Planning and HERC participation	No	
Family grief support program and services	No	

Additional information:

- Counties may operate under a Coroner (elected) or Medical Examiner (appointed) system. In addition to those outlined above, applicable statutes include §§ 59.34 and .38.
- Upon adoption of a professionally-led (i.e., by a forensic pathologist) office, additional services will be directly performed. This list will be update as part of the 2026 budget development process, based on the transition.

DISTRICT ATTORNEY/VICTIM WITNESS		
Service	Mandated (Yes/No)	Statutory Authority
Prosecution of Crimes – (all aspects, including related procedures such as John Doe, Inquests)	Yes	Wis. Stat. Chs. 950, 967, 978.05(3)
Diversion Activities	No	
Treatment Court participation	No	
Summer Internship Program	No	
Community Partner Education (e.g., presentations to local schools on consent, sexting, etc.)	No	
VICTIM WITNESS ACTIVITIES		
County is responsible for providing services to victims and witnesses	Yes	Wis. Stat. § 950.055 <u>Wisconsin Constitution</u> <u>Art I Sec 9m</u>
Assistance to Victims and Witnesses of Adult and Juvenile Criminal Acts as Listed in Basic Bill of Rights for Crime Victims	Yes	Wis. Stat. § 950.04 <u>Wisconsin Constitution</u> <u>Art I Sec 9m</u>
Court Notification	Yes	Wis. Stat. § 950.04 <u>Wisconsin Constitution</u> <u>Art I Sec 9m</u>
Escort and Court Support	Yes	Wis. Stat. § 950.04

Employee Intercession	Yes	Wis. Stat. § 950.04
Restitution Information	Yes	Wis. Stat. § 950.04
Victim Impact Statements	Yes	Wis. Stat. § 950.04 <u>Wisconsin Constitution</u> <u>Art I Sec 9m</u>
Appropriate Referrals	Yes	Wis. Stat. § 950.04
Property Return and Parole Eligibility Notification	Yes	Wis. Stat. § 950.04 <u>Wisconsin Constitution</u> <u>Art I Sec 9m</u>
<p>Additional information:</p> <ul style="list-style-type: none"> - District Attorney (state prosecutor) responsibilities are provided in chapter 978, which clarifies that the intergovernmental cooperation envisioned by the statutes does not “limit[] the authority of counties to regulate the hiring, employment and supervision or county employees.” - Electronic records retention management is an area of increasing concern given the significant storage costs associated with the volume of records generated during the investigation and prosecution process. - Victim Rights are governed by Wis. Stat. § 950.04(1v); Witness rights are governed by Wis. Stat. § 950.04(2w). Wisconsin Constitution Art I Sec 9m - § 950.07 requires intergovernmental cooperation between the county board, district attorney, local law enforcement agencies, social services agencies, victim witness offices and courts to ensure statutes regarding victims and witnesses are complied with. 		

CORPORATION COUNSEL		
Service	Mandated (Yes/No)	Statutory Authority
Prosecution of Mental Commitment Proceedings	Yes	Wis. Stat. § 51.20(4)
Prosecution of Guardianship and Protective Placement Proceedings	Yes	Wis. Stat. § 55.02(3)
Legal Advice to County Officials, Committees, Boards and Commissions	Yes	Wis. Stat. § 59.42(1)(c); 19.59(5)
Advise and Assists Treasurer with Foreclosures/Tax Liens	No	Wis. Stat. § 59.42(1)(c)
Prosecution of Zoning Codes / Septic System Violations / Human Health Hazards / misc. enforcement	Yes	Wis. Stat. § 59.42(1)(c); 59.69; 254.59; 173.23; 173.24; various ordinances
Represent the County in Civil Actions	Yes	Wis. Stat. § 59.42(1)(c)
Preparation of Documents for Court Action	Yes	Wis. Stat. § 59.42(1)(c)
Review/Preparation of Contracts, Agreements & Leases	No	Wis. Stat. § 59.42(1)(c)
Establishes Paternity, Enforce Child Support Collections and Represent Child Support Agency in Court Proceedings	Yes	Wis. Stat. § 49.22(7) and 59.53(5), (6) & Title IV-D of Federal Social Security Act
Prosecute Child Protection Actions, including minor guardianships	Yes (County is mandated to perform)	Wis. Stat. § 48.095 requires designation of Corporation Counsel or District Attorney,

		Marathon County has designated Corporation Counsel
Represent Interests of the Public in Termination of Parental Rights Proceedings	Yes	Wis. Stat. § 48.09
Property Insurance Administration and Claims Management	Yes*	Local governments are required to respond to claims; however, insurance is discretionary as provided in § 59.52(11)
Liability Insurance Administration & Claims Management	No	Local governments are required to respond to claims; however, insurance is discretionary as provided in § 59.52(11)

Additional information:

- § 59.42 provides that the Board **may** appoint a corporation counsel. When authorized by the Board, in a county administrator led county, the County Administrator shall have the authority to appoint and supervise the position. If a County Board does not authorize the creation of the position, the board is responsible for designating an attorney to perform the duties provided by law.
- Property Insurance Administration and Claims Management and Liability Insurance Administration & Claims Management were transferred from Human Resources to Corporation Counsel in 2023/2024.

COUNTY ADMINISTRATOR		
Service	Mandated (Yes/No)	Statutory Authority
Coordinate all functions not vested by law in boards or commissions	Yes*	Wis. Stat. §59.18(2)(a)
Chief Administrative Officer	Yes*	Wis. Stat. § 59.18(2)
Ensure observation, enforcement, and administration of all state and federal laws and local ordinances	Yes*	Wis. Stat. § 59.18(2)
Assist Board in Long-Range (Strategic Planning)	No	
Annual Budget	Yes*	Wis. Stat. §59.18(5)
Annual Workplan	No*	Submission of a workplan is required by existing board rules.
Assist Committee Chairs Committee Agenda development	No	
Participate in Economic Development bodies (e.g.,	No	Wis. Stat. § 59.57, provides the board may

Chamber of Commerce, MCDEVCO)		appropriate money for limited activities.
Appoint Members of Boards and Commissions	Yes*	Wis. Stat. § 59.18(2)(c)
Appoint and Supervise Department Heads	Yes*	Wis. Stat. § 59.18(2)(b)
Conduct Performance Evaluations	No	
Public Communications Oversight and Coordination	No	
Service on Intergovernmental organizations of which Marathon County is a founder/member	No*	Participation on NCHC bodies (Executive & Board) and CCITC Board is mandated by respective intergovernmental agreements approved by County Board
Internal Communications Oversight and Coordination	No	
Performance Data – generation, oversight, reporting, and response coordination	No	
JUSTICE SYSTEMS		
Criminal Justice Collaborating Council staffing support and leadership	No	
Case Management & Treatment Services Program (coordination and oversight in collaboration with courts)	No	
Diversion Programs (coordination and contract management)	No	

Treatment courts and Supportive Services (coordination and oversight in collaboration with courts) (e.g., Community Service program, Driving with Care, Domestic Violence SAFE, Risk Assessment, etc.)	No	
Pretrial Assessment and Supervision	No	

Additional information:

*The County Administrator is not a county-mandated position. There are alternate forms of governance that may be utilized by counties, such as an Administrative Coordinator or County Executive. Marathon County has opted for an Administrator form of governance. Therefore, the County Administrator is required to comply with the requirements of Wis. Stat. § 59.18.

COUNTY CLERK		
Service	Mandated (Yes/No)	Statutory Authority
Administer and oversee all County, State and National elections in conjunction with local municipal clerks.	Yes	Wis. Stat. § 5.05(14), 7.10 Chapters 5 - 12
Provides voter registration services for Marathon County municipalities (requires necessary technology and training)	Yes	Wis. Stat. § 6.28
Record and maintain all County Board proceedings and coding of adopted resolutions and ordinances; county administration; planning and zoning authority; claims against the County	Yes	Wis. Stat. § 59.23(2)
Process marriage licenses and issue marriage certificates	Yes	Wis. Stat. § 765.05, 765.15, 765.12
Issue domestic partnership terminations	Yes	Wis. Stat. § 770.07(2)
Maintain dog license records; process dog damage claims and issue dog tags to local treasurers	Yes	Wis. Stat. § 174.07(1)(c), 174.07(2)(b), 174.11(2)(b)

Issue Permits for Timber Harvest of Raw Forest Products	Yes	Wis. Stat. § 26.03
File Probate Claim Notices	Yes	Wis. Stat. § 859.07(2)
Legal custodian of the County's Code of Ordinances	Yes	Wis. Stat. § 66.0103
Tax Deeds – coordinate sales, notices	Yes	Wis. Stat. Chapters 75 – 77
Resignations, Vacancies, and Removals from Office	Yes	Wis. Stat. § 17.01(5), 17.01(13)(b)
Oaths and Bonds, Public Records and Property	Yes	Wis. Stats. § 19.21(1)
Publication of Legal Notices	Yes	Wis. Stats. Chapter 985
Prepare and maintain annual budget for County Board and Assembly Room	No	
Compile official County Directory which includes County Departments and staff, County Board Supervisors and Committees, Federal, State, and local officials	Yes/No	Municipal Officers to provide to clerk (responsible to send to Secretary of State) per Wis. Stat. § 59.23(2)(s)
Serve as agent for the U.S. Department of State in processing passport applications	No	Wis. Stat. § 69.30(2m) allows either a County Clerk or Clerk of Court to copy certified copies of birth certificates for the purpose of processing passport applications
Provide internal and public notary services	No	
Issue Direct Seller Permits	No	Issuance of direct seller permits is governed by Section 12.05 of Marathon County's General Code, which places the Clerk in charge of issuance.
Process in and outgoing mail, maintain postage meter	No	

Additional information:

- § 59.23 provides that the positions of County Clerk and one deputy are mandated, as well as an annual salary for the Clerk. Deputy salary is nonmandated, as well as assistants to the Clerk. If, however, an assistant(s) is/are authorized by the Board, the State mandates the provision of a salary.

HUMAN RESOURCES

Service	Mandated (Yes/No)	Statutory Authority
Collective Bargaining and Labor Negotiations Administration*	Yes*	Wis. Stat. § 111.70
Coordination of Recruitment and selection of employees to comply with applicable federal and state requirements.	Yes*	See e.g. Wis. Stat. §§ 111.322, 111.33, 111.335, 111.36
Coordination and administration of employee benefits, such as: Health Insurance plan, Wellness Program and Initiatives, Open Enrollment,	No	Insurance is discretionary as provided in § 59.52(11)
Coordination and management of all applicable health insurance laws and notification requirements (HIPAA, COBRA)	Yes*	26 CFR § 54.4980B
Advise Department Heads, Division Managers, and Program Supervisors on human resources issues	No	
Employee Safety and Health & Loss Control	Yes* (level of service)	Local governments are required to respond to claims; however, insurance is discretionary as provided in § 59.52(11); see

		<i>also</i> Wis. Stat. § 101.055; Wis. Admin. Code Chapters SPS 361, 362
Job classification system management	No, but 59.52(10)	§ 59.52(10) requires salaries to be paid.
Performance Review Management	No	
Administer applicable programs (e.g., ADA, EAP, FMLA, Civil Rights Compliance and Equal Opportunity) in accordance with state and federal laws	Yes*	42 U.S.C. §§ 12101 - 12213; 14 CFR § 120.115; 29 CFR Part 825; 42 U.S.C. § 2000e; 29 U.S.C. § 206(d); 29 U.S.C. § 621; 42 U.S.C. § 1981
Custodian of personnel records*	Yes	Wis. Stat. § 19.21
Training of employees	Yes/No	State and Federal laws do have specific training (initial/ongoing) requirements for various positions; however, general employee training and development is not mandated.
IDEAS Academy training delivery and coordination (continuous improvement)	No	

Additional information:

* The requirements set forth in federal and state law pertaining to the human resource functions are not statutory requirements of the Human Resources Department, but rather counties in general. In Marathon County, Human Resources performs these functions.

CITY-COUNTY INFORMATION TECHNOLOGY		
Service	Mandated (Yes/No)	Statutory Authority
Hardware and Software procurement coordination and management	No	
Network Administration and Management (including Information Security and WCAN)	No	
Provide records retention for electronic data and communications	Yes	Wis. Stat. § 19.21
Provide and maintain telephone system for County	No	
Technical Support for public website	No	
Software training	No	
Helpdesk and PC Support	No	
Broadband Taskforce Support	No	

Additional information:

- The Intergovernmental Agreement creating CCITC provides that members' respective budgetary allocations for technology support are determined by the CCITC Board.

FINANCE

Service	Mandated (Yes/No)	Statutory Authority
Accounting*	Yes*	Wis. Stat. § 59.61
Payroll*	Yes*	Wis. Stat. § 59.52(10)
Financial Reporting*	Yes*	Wis. Stat. §§ 59.61 & 59.65
Accounts Payable*	Yes*	Wis. Stat. § 59.61
Auditing*	Yes*	Wis. Stat. § 59.47(2)
Assist with CIP and Operating Budget Preparation, Submittal and Ongoing monitoring*	Yes*	Wis. Stat. § 59.60(4)(a)-(c)
ERP System Technical Support	No	
Investment Policy management	No	Wis. Stat. § 66.0603 (1m)
Period End Bank Reconciliation	No	
Director serves as Tax Increment Financing Review Board representative for County	Yes/No	§ 66.1105 requires a county representative; however, it is not required to be the Finance Director.

Additional information: The requirements set forth in Wis. Stat. Ch. 59 pertaining to the Finance Department are not statutory requirements of the Finance Department, but rather counties in general. Marathon County has chosen to deliver these services through a Finance Department; however, the Department itself is not statutorily mandated.

TREASURER		
Service	Mandated (Yes/No)	Statutory Authority
Collection of property tax, including: payment of taxes, settlement of taxes, adjustment of taxes, collection of delinquent taxes, issuance of tax certificates, and management of tax software	Yes	Wis. Stat. 59.25(3) & 74.07
Delinquent Tax Parcel Payment Agreement program	No	
Maintenance of ownership and description of all real property parcels in the county. Coordination of real property parcel information in the county for use by municipal clerks and treasurers, county offices, title and mortgage companies, district assessors, and the public. Coordination between county and taxation districts for assessment and taxation purposes, including coordination of computer services for same. Preparation and printing of tax bills, tax rolls and assessment rolls for all municipalities. *	Yes	Wis. Stat. 59.72, 70.09 & 74
Receipt all county monies	Yes	Wis. Stat. 59.25(3)
Disbursement of all county payments	Yes	Wis. Stat. 59.25(3)
Implementation of tax deed and/or foreclosures	Yes	Wis. Stat. 75
Administrative duties, such as receipt of all forms	Yes	Wis. Stat. 59.25(3), 59.52(4) & 59.66
Management of unclaimed funds including receipt of monies and publication	Yes	Wis. Stat. 59.66

Banking and internal revenue processing	Yes	Wis. Stat. 59.25(3)
Completion of tax roll	Yes	Wis. Stat. 59.25(3)(e)
Management of lottery credit program including settlement preparation and payments	Yes	Wis. Stat. 79.10(5)-(11) Wis. Adm. Code Ch. 20

Additional Information: *These duties are referenced within § 70.09, as duties that may be delegated to a Real Property Lister (RPL). The RPL position (together with a Geographical Information System position) is housed within the Conservation, Planning & Zoning (CPZ) Department and is coordinating the above-mentioned activities. Similarly, the CPZ Department is sharing is now completing much of the tax roll preparation, balancing, and printing processes. Because these processes are foundational to the issuance of tax bills, the County Treasurer’s Office continues to work very closely with CPZ and the Land Information Council. The Treasure remains responsible for items expressly referenced in § 59.25 of the Wisconsin Statutes.

Facilities & Capital Management Department		
Service	Mandated (Yes/No)	Statutory Authority
Day-to-Day Maintenance of County Buildings	Yes*	Wis. Stat. § 101.11
Emergency On-Call program	Yes*	Wis. Stat. § 101.11
Day-to-Day Custodial Services of County Buildings (including garbage contract management)	No*	
Capital Improvement Program – Administration (develop all architecture, design, and engineering bids, RFPs, and contracts in accordance with state law and ordinance)	Yes/No	§ 59.52(29) provides for specific processes for public works. Local ordinance sets additional procurement procedures.
Capital Improvement Program – Development	No	
Capital Improvement Program – Implementation & Project Management Oversight	No	
Issuance of Keys and ID Badges	No	County Policy
Oversee Specific Equipment Certification & Inspection Program (Fire, Boiler, Sprinkler, Elevator, etc.)	Yes	Wis. Admin. Code Chapters SPS 364, 365

HVAC Services (Controls Building Automation & HVAC)*	No	
Maintain Department Records Retention*	Yes	Chapter 19 of State Statutes
Pest Control Program	No	
Inter-Office Courier Service	No	
Lake View Drive Campus parking lot and grounds maintenance	Yes	Wis. Stat. § 101.11
Conference Room Reservation and Management	No	
<p>Additional information:</p> <p>Specific services levels regarding facility condition and repair are not frequently mandated: however, absent properly maintained facilities, other departments would be unable to deliver their mandated services. A number of areas have significant health & safety requirements relative to facilities (most notably the North Central Health Care Center campus and our jail and secure detention). In the absence of specific regulation, Wisconsin's "safe place statute" would require reasonable care.</p>		

REGISTER OF DEEDS		
Service	Mandated (Yes/No)	Statutory Authority
Real Property Program - Record or file, index, maintain and provide access to all real estate documents and all other documents authorized by law to be recorded.	Yes	Wis. Stat. § 59.43(a)
Collect appropriate recording fees.	Yes	Wis. Stat. § 59.43(2)(d)
Record all financing statements pertaining to realty-related collateral and related records.	Yes	Wis. Stat. § 409.501-409.521 & 59.43(1)(L)
Submit report to state on portion of recording fees collected for the state land information program.	Yes	Wis. Stat. § 59.72(5)
Collect appropriate real estate transfer fees on all conveyance documents recorded.	Yes	Wis. Stat. § 77.22
Vital Records Program - Register, index, maintain and provide access to all marriages, deaths, births, and domestic partnership occurring in the county as authorized by law.	Yes	Wis. Stat. § 69.05 & 59.43(1)(h)
Record, index, maintain and provide access to military discharges.	Yes	Wis. Stat. § 59.535(1)
Constituent Assistance – Termination of Interest form completion	No	
Perform notarial acts as requested	No	
Genealogy and general constituent assistance	No	

Additional information:

HEALTH DEPARTMENT		
Service	Mandated (Yes/No)	Statutory Authority
Local Health Department	Yes	Wis. Stat. § 251.02(1) (see below)
Prenatal Home Visiting Programming: Nurse Family Partnership and Prenatal Care Coordination. Programs support expected outcomes in the Community Health Improvement Plan.	No	
Restaurant and Licensure Activities:	No	<p>Level III Health Department Requirement: Can be performed by the state, however, there is an associated cost and inspections may not happen on a yearly basis.</p> <p>The State prefers local municipalities provide this program as they can provide a more efficient service.</p> <p>Our health department level would need to be adjusted to a level II to cease this service</p>
Water Testing Lab	No	Supported by fees and can be performed by local or state resources, however, drawbacks may be cost and timely response.
Children and Youth with Special Health Care Needs (CYSHCN)	No	Fully grant funded program that assists families with resources for special health care needs.

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Additional information: the following is a summary of focus areas of public health departments:

Community Health Improvement Plan and the Community Health Assessment; communicable disease surveillance, investigation, and control; maternal child health, environmental health, chronic disease, and injuries; and birth to three.

Wis. Stat. § 251.02(1) indicates in counties with a population of less than 500,000, unless a county board establishes a city-county health department under sub. (1m) jointly with the governing body of a city or establishes a multiple county health department under sub. (3) in conjunction with another county, the county board shall establish a single county health department, which shall meet the requirements of this chapter. The county health department shall serve all areas of the county that are not served by a city health department that was established prior to January 1, 1994, by a town or village health department established under sub. (3m), or by a multiple municipal local health department established under sub. (3r) or by a city-city health department established under sub. (3t). No governing body of a city may establish a city health department after January 1, 1994.

Wis. Stat. § 250.03 (1) (L) provides that the department (the state) shall perform or facilitate the performance of all of the following services and functions:

1. Monitor the health status of populations to identify and solve community health problems.
2. Investigate and diagnose community health problems and health hazards.
3. Inform and educate individuals about health issues.
4. Mobilize public and private sector collaboration and action to identify and solve health problems.
5. Develop policies, plans, and programs that support individual and community health efforts.
6. Enforce statutes and rules that protect health and ensure safety.
7. Link individuals to needed personal health services.
8. Assure a competent public health workforce.
9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.
10. Provide research to develop insights into and innovative solutions for health problems.

State DHS facilitates the performance of these services through the delivery of services/programs by Marathon County Health Department. The state conducts

periodic reviews to ensure compliance. The public health department also meets the requirements of Wisconsin State Statutes, chapter 250-255.

Required services of local health departments are further explained by Chapter DHS 140, which lists the requirements for the level of health department.

Level I health departments must provide the following:

- Surveillance and investigation of local health issues
- Communicable disease control including education, monitoring, and prevention
- Chronic disease prevention
- Human health hazard control
- Policy and planning support
- Leadership and organizational competency regarding health issues to local partners and stakeholders
- Public Health nursing services

Level II health departments must comply with the requirements for a level I while also providing:

- Support and leadership to address community needs
- Evaluating health services
- Annual performance evaluations
- Quality Improvement activities

Level III health departments must comply with the requirements for a level I, II and III, which also includes:

- Data collection
- Providing public health expertise to local government stakeholders
- Identify and address population health issues
- Establish and implement an environmental health program
- Quality Improvement activities on individual and department levels
- Evaluation of collaborative efforts to assess, develop services

For the full list, please see DHS Chapter 140. Marathon County Health Department is a Level III Department.

SOCIAL SERVICES		
Service	Mandated (Yes/No)	Statutory Authority
Child Welfare Division		
Children’s Services and Youth Justice Services	Yes	Wis. Stat. Ch. 48 & 938
Child Welfare Services	Yes	Wis. Stat. § 48.56
Powers and Duties of County Departments	Yes	Wis. Stat. §§ 48.57 & 938.57
Children’s Community Options Program	Yes	Wis. Stat. § 46.272
Economic Support Division		
Wisconsin Shares – Child Care Subsidy	No	Wis. Stat. § 49.155
Income Maintenance Administration – Medical Assistance	Yes	Wis. Stat. § 49.45
Income Maintenance Administration – Food Share	Yes	Wis. Stat. § 49.79
Fraud Investigations and Error Reduction	Yes	Wis. Stat. § 49.845
Child Support Division		
Administration of the child and spousal support program	Yes	Wis. Stats. § 49.22 & Title IV-D of Federal Social Security Act
Establish paternity & enforce child support collections	Yes	Wis. Stats. § 59.53(5) & Title IV-D of Federal Social Security Act
Establish & enforce medical support liability programs	Yes	Wis. Stats. § 59.53(5) & Title IV-D of Federal Social Security Act
ELEVATE work program - This program is an innovative, grant funded, employment success program for child support participants. Our Agency coordinates services with local resources.	No	
The Children First Grant - developed to provide employment and job search services for noncustodial parents (NCPs)	No	Wis. Stats. §49.36 and §767.55

who are not paying child support due to being unemployed or underemployed.		
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Additional information:

Child Welfare Division

Summary of services provided in Children Services includes: child protection access, assessment and ongoing services, including services provided through community response; youth justice intake and ongoing services; emergency on-call services; Coordinated Family Services (CFS), Children’s Long Term Support (CLTS) waivers, Family Centered Treatment (FCT), Comprehensive Community Services (CCS) and assessment/referral. As well as stepparent adoptions, day care certifications, foster parent licensing, independent living services and purchased services (foster care, short term shelter care, kinship care, group home, residential care, corrections, secure custody, etc..).

Wis. Stat. Ch. 48 is the Children’s Code and Wis. Stat. Ch. 938 is the Juvenile Justice Code.

Wis. Stat. § 48.56 requires each county having a population of less than 500,000 shall provide child welfare services through its county department. Each county department shall employ personnel who devote all or part of their time to child welfare services. Whenever possible, these personnel shall be social workers certified under Ch. 457.

Wis. Stat. § 48.57 (1) indicates that each county department shall administer and expend such amounts as may be necessary out of any moneys which may be appropriated for child welfare purposes by the county board of supervisors or by the legislature, which may be donated by individuals or private organizations or which may be otherwise provided.

Wis. Stat. § 938.57(1) indicates that each county department shall administer and expend such amounts as may be necessary out of any moneys which may be appropriated for juvenile welfare purposes by the county board of supervisors or donated by individuals or private organizations.

Wis. Stat. § 51.437 indicates that the county board of supervisors has the primary governmental responsibility for the well-being of those developmentally disabled citizens residing within its county and the families of the developmentally disabled insofar as the usual resultant family stresses bear on the well-being of the developmentally disabled citizen. This primary governmental responsibility is limited to the programs, services and resources that the county board of supervisors is

reasonably able to provide within the limits of available state and federal funds and of county funds required to be appropriated to match state funds.

Wis. Stat. § 46.272 governs the Children's Community Options Program. This statutory section requires the department to establish a children's community options program with the main purpose of providing a coordinated approach to supporting families who have a child with a disability. Individual counties must determine what shall be done to meet these responsibilities in a way that adequately complies with the law. The burden of demonstrating that those responsibilities have been met to an adequate degree falls upon the county. The services, therefore, are not identical in each county even though the same basic mandate exists.

Children's Long-Term Support (CLTS) waivers provide the county access to State and Federal funding to serve the health and safety needs of children in the County. In many instances, these health and safety needs would otherwise be funded solely through local tax levy funding.

Income Maintenance Division

Wis. Stat. § 16.27 (4) indicates that a household may apply after September 30 and before May 16 of any year for heating assistance from the county department under s. 46.215 (1) (n) or 46.22 (1) (b) 4m. a. to e. or from another local governmental agency or a private nonprofit organization. Funding received for this program is budgeted to cover direct operational costs.

Wis. Stat. § 49.155 (3) the county department or agency with which the department contracts under sub. (1m) to determine eligibility in a particular geographic region or for a particular Indian tribal unit shall administer child care assistance in that geographic region or for that tribal unit. Funding received for this program is budgeted to cover direct operational costs.

Wis. Stat. Ch. 49-Income Maintenance Administration. We are part of a 4 county consortium that administers medical assistance and FoodShare. The county opted to be part of this consortium, but could decide not to provide direct administration of these programs and services; however, the county would still be required to contribute local funding (tax levy) to the consortium for direct operational costs. Administration of child care assistance, as well as, program integrity, fraud and overpayment recovery efforts are also consolidated within the 10 county consortium to further increase accuracy, consistency and efficiency in the administration of these public benefits

SHERIFF'S OFFICE		
Service	Mandated (Yes/No)	Statutory Authority
JAIL		
Electronic Monitoring	No	Wis. Stat. § 303.80
Medical/Mental Health/Dental	Yes	Wis. Stat. § 302.38, DOC 350.09, 350.18, 350.19, 350.20
Food Service	Yes	Wis. Stat. § 302.37, DOC 350.09(6)
Laundry/Sanitation/Inmate uniforms/property bags/mattresses	Yes	Wis. Stat. § 302.37, DOC 350.08
Canteen	Yes	DOC § 350.27
Recreation	Yes	DOC § 350.25
Chaplain and Religious programming	Yes	Wis. Stat. § 302.24, 302.39
Instructional aids – Reading materials	Yes	DOC § 350.26
Education and Programming (juvenile)	Yes	Wis. Stat. § 302.365(1)(a)(3) and 346
Education and Programming (adult)	No	
PATROL		
Patrol General Operations	Yes	Wis. Stat. § 59.28(1), 349.02
Water patrol – DNR reimbursed	No	Wis. Stat. § 59.27(11)
Snowmobile patrol – DNR reimbursed	No	Wis. Stat. § 29.921
Recreation & Auxiliary deputies	No	
Crash Investigation & Reconstruction	No	
Dive Team	Yes	Wis. Stat. § 59.27(11)
Bomb Team	No	
Canine Unit	No	
Crisis Negotiations	No	
SWAT	No	
Mobile Field Force Team	No	
Crisis Assessment Response Team	No	
Town of Rib Mountain contract	No	

INVESTIGATIONS		
Drug Unit (Grant & Asset Forfeiture Program)	No	
Evidence & Property Management	Yes	Wis. Stat. § 177.13, 968.18, 968.19, 968.20
Civil process (writs, Sheriff Sales, etc.)	Yes	Wis. Stat. § 59.27(4), (5), (9), (12)
ADMINISTRATION		
Annual In-service Training Program management	No	But, see § 165 for training requirements and monitoring
Court house security	Yes	Wis. Stat. § 59.27(3)
Transport	Yes	Wis. Stat. § 59.27(3)
State & Federal Reporting (NIBRS/UCR), Fingerprints, DNA	Yes	Wis. Stat. § 83.013(1); DOC 165, etc.
Records Management & Requests (including Warrants, injunctions, etc).	Yes	Wis. Stat. § 19.35, Wis. Stat. § 83.013(1); 59.27(4), (5), and (9).
COMMUNICATIONS		
Operate, manage and maintain a Countywide Public Safety Radio Communications System	No	§ 59.54(3), the Board may appropriate money for . . .
Emergency Fire / EMS / law enforcement dispatch communications	No	Wis. Stat. § 256.35(2)
Non-Emergency Fire / EMS / law enforcement dispatch communication	No	Wis. Stat. § 256.35(2)
TIME system operation	Yes	Wis. Stat. § 59.54(9)

Additional information:

HIGHWAY DEPARTMENT		
Service	Mandated (Yes/No)	Statutory Authority
ADMINISTRATION & ENGINEERING		
Administer County-Aid Bridge Program for Towns within the County	Yes	Wis. Stat. § 82.08
Administer LRIP Program for Local Units of Government	Yes	Wis. Stat. § 86.31(6), TRANS 206
Internal Service Fund Operations -Town Road Maintenance/Construction	Yes	Wis. Stat. §§ 83.01, 83.018 & 83.035
Make Surveys and Maps	Yes	Wis. Stat. § 83.01(7)(e) & (g)
Examine Roads, Bridges & Culverts for Improvements or Relocations	Yes	Wis. Stat. § 83.015(2)(a)
Purchase/Maintain all road Equipment, Tools, and supplies	Yes	Wis. Stat. § 83.015(2)(a)
Use WisDOT Cost Accounting System	Yes	Wis. Stat. § 83.015(3)
ROADWAY MAINTENANCE PROGRAM		
Construct/Maintain all County Roads	Yes	Wis. Stat. § 83.025 & 83.03 (1), TRANS 205 +
State Highway Maintenance	Yes*	Annual Routine Maintenance Agreement (*could refuse to sign)
Examine Roads, Bridges & Culverts for Improvements or Relocations	Yes	Wis. Stat. § 83.015(2)(a)
Inspection of Bridges	Yes	Wis. Stat. § 84.17, Federal regulation 23 USC 144
Salt Storage	Yes	Wis. Stat. § 85.17, TRANS 277,
Removal of Snow	Yes	Wis. Stat. § 893.83
Removal of Fallen Trees	Yes	Wis. Stat. § 86.03(1)
Highway Encroachments	Yes	Wis. Stat. § 86.04
Invasive Species management	Yes	Wis. Stat. § 23.22, NR 40
Remove Noxious Weeds and Brush	Yes	Wis. Stat. §§ 66.0407, 83.015(2)(a), TRANS 280
Driveways	Yes	Wis. Stat. § 86.07
Signing	Yes	Wis. Stat. § 86.19, 86.191, 86.196, 340.01, 346.41, 346.503, FHWA & WisDOT MUTCD, TRANS 200

Traffic Control & Work Zones	Yes	Wis. Stat. § 86.19, 86.191, 86.196, 340.01, 346.41, 346.503, FHWA & WisDOT MUTCD, TRANS 200
Administer LRIP Program for Local Units of Government	Yes	Wis. Stat. § 86.31(6), TRANS 206
Posting program	Yes	Wis. Stat. § 348
Litter & Debris Removal	Yes*	Annual Routine Maintenance Agreement (*could refuse to sign)
Inter-department construction assistance (parking lots, grading, construction, maintenance)	No	

Additional information:

- Marking and maintenance of county highways is mandated; however, service levels are generally non-mandated. Levels of service with respect to county staff activities on the state roadway system are dictated by the State of Wisconsin.

EMERGENCY MANAGEMENT		
Service	Mandated (Yes/No)	Statutory Authority
Develop, adopt and implement an Emergency Management Plan & Program that is compatible with state plan of emergency management	Yes	Wis. Stat. § 323.14(1)(a)(1) Wis. Stat. 323.15(1)(a)
Coordinate information related to the Local Emergency Planning Committee	Yes	Wis. Stat. § 59.54(8), 323.60(2)(f), 323.60(3)
Provide assistance in developing hazardous response plans under EPCRA	Yes	Wis. Stat. § 323.60(3)(a)
Each County Board shall designate a head of Emergency Management	Yes	Wis. Stat. 323.14(1)(a)2
Each County Board shall designate a committee of the board as a county emergency management committee (<i>e.g.</i> LEPC)	Yes	Wis. Stat. 323.14(1)(a)(3)
The emergency management plans shall require the use of the incident command system by all emergency response agencies, including local health departments, during a state of emergency declared under 323.10 or 323.11	Yes	Wis. Stat. 323.15(1)(a)
Emergency Operations Center – maintenance responsibility	No	Our local plans task Emergency Management with this responsibility
The head of Emergency Management for each county shall coordinate and assist in developing city, village, and town emergency management plans within the county, integrate the plans with the county plan, advise the department of military affairs of all emergency management	Yes	Wis. Stat. 323.15(1)(b)

planning in the county and submit to the adjutant general the reports that he or she requires, direct, and coordinate emergency management activities throughout the county during a state of emergency, and direct countywide emergency management training programs and exercises.		
Assist local units of government and law enforcement agencies in responding to disaster.	*No, activity is permitted	Wis. Stat. § 323.14(3)(b)
Medical Reserve Corp. administration	*No, activity is permitted	WI Chapter 257 – Emergency Volunteer Health Care Practitioners Wis. Stat. § 323.15
Provide the WEM Administrator with a written notice of intent to apply for the Wisconsin Disaster Fund (WDF) within 30 days of a disaster.	Yes	WEM 7.04(2)
Disaster Assessment, Response, and Reimbursement – submits documentation to WEM as required relative to state and federal disaster programs.	Yes	Wis. Stat. § 323.30 & 31
Implement the local emergency response plan upon notification of the release of a hazardous substance.	Yes	Wis. Stat. 323.60(3)(a)

Additional information:

Many of the activities undertaken by Emergency Management address the issues of legal standards of care and due diligence in providing and meeting public expectations for public safety. Grant funding for the Emergency Management Office requires specific Plan of Work responsibilities that if left undone would jeopardize revenue.

Federal Regulations: 42 USC 1100-11050: Superfund Amendments & Reauthorization Act Title III, Emergency Planning and Community Right to Know Act: 29 CFR 1910 & 40 CFR 311, Robert T Stafford Act

State Regulations: Chapter 323: Department of Commerce Administrative Rules

CONSERVATION, PLANNING & ZONING DEPARTMENT		
Service	Mandated (Yes/No)	Statutory Authority
Comprehensive Plan	Yes	Wis. Stat. §66.1001
Sanitary (POWTS) Ordinance	Yes*	Wis. Stat. §§ 59.70(5), 145.04, 145.19, 145.20, 145.245, & 254.59
Land Division Ordinance	No	Wis. Stat. Ch. 145, 236, 92 & 281 & §§ 59.69, 59.54(4) & 87.30; NR 151 with an ordinance in place we require staff to administer the ordinance.
Public Land Survey System Re-monumentation & Maintenance	Yes	Wis. Stat. Ch. 59
Nonmetallic Mining Ordinance	Yes	Wis. Stat. § 59.692, 59.694, 295 NR 135
Zoning Ordinance	No	Wis. Stat. § 59.69 to 59.698, 66.1001 to 66.1037, 91.30-91.40 with an ordinance in place, we require staff to administer the ordinance.
Board of Adjustment Procedures	Yes	Wis. Stat. § 59.694, because we have a zoning ordinance, we

		are required to have a Board of Adjustment.
Shoreland / Wetland / Floodplain Ord.	Yes	Wis. Stat. § 59.69, 59.692 NR 115, & 87.30 NR 116
Real Property Description	No*	Wis. Stat. § 70.09
Land Information Plan & Program, including Parcel Mapping	Yes	Wis. Stat. § 59.72
Land Information Officer	No	Wis. Stat. § 59.72
Land Information Council	No	Wis. Stat. § 59.72 (2)
Geographic Information System Database, Address Information	Yes	Wis. Stat. § 59.72 Maps & Data Publication Requirements
Redistricting	Yes	Wis. Stat. § 59.10 County Board mandate that has historically involved CPZ
Elderly & Disabled Transportation Assistance Program (Funded via Federal DOT with 20% match from County)	No	Wis. Stat. § 85.21
Land and Water Resource Management Plan & Implementation	Yes	Wis. Stat. Ch. 92.10
Animal Waste Storage and Nutrient Management Ordinance	Yes	Wis. Stat. §§ 92.07, 92.15, & 92.16 ATCP 51 & NR 151; with an ordinance in place we are required to administer
Livestock Facility Siting Ordinance	Yes	Wis. Stat. §§ 92.15, 93.90, and ATCP 51; with an ordinance in place we are required to administer
Soil and Water Resource Management Program	Yes	Wis. Stat. § 92.14 Marathon County receives staff funding to administer this program.
Land and Water State Cost-Share – Bond & SEG Funding	No	Marathon County receives staff funding to administer these state programs. Relevant statutory provisions include: Wis. Stat. Ch. 92, NR 12, and NR 151.

		Provisions in these statutes indicate that an offer of cost share must be made to assist landowners with NR 151 compliance. Bond and SEG funds can provide one avenue to make this offer.
Farmland Preservation Program	Yes	Wis. Stat. Ch. 91.10, Marathon County receives staff funding to administer state programs in accordance with our preservation/comprehensive plans.
Fenwood Creek Project	No	
Priority Watersheds & Compliance with Ag Performance Standards	Yes	U.S. Clean Water Act, Environmental Protection Agency Approved a TMDL mandated reductions in water quality problems. NR 151.005 requires that ATCP 50 or stricter standards be adopted to achieve the TMDL. Wis. Admin. Code ATCP 50.04 states that landowners engaged in agricultural practices in WI shall implement conservation practices to NR 151.04 standards. Marathon County receives staff funding to administer state programs
Total Maximum Daily Load – Watershed program	Yes	U.S. Clean Water Act, Environmental Protection Agency Approved a TMDL mandated reductions in water quality problems. NR 151.005 requires that ATCP 50 or stricter standards be adopted to achieve the TMDL.
Wildlife Damage Program	No	Marathon County receives state reimbursement for out-of-

		pocket costs related to this program.
Wausau MPO	Yes	23 USC § 134
Municipal Separate Storm Sewer System Program Requirements	Yes	The U.S. EPA develops stormwater runoff requirements. The Wisconsin Department of Natural Resources is responsible for administering the U.S. EPA Permit Program. Chapter 283 Wis. Stats, and chapters NR 151 and 216 of the Wis. Admin Code outline the regulations for owners and operators MS4s to discharge, and compliance requirements for these permits.
<p><i>Additional information:</i> * Real Property Description and GIS Mapping support the work of our County Treasurer's Office related to tax bill generation and our mandates relative to § 59.72(2).</p>		

PARKS, RECREATION & FORESTRY		
Service	Mandated (Yes/No)	Statutory Authority
Aquatics Programs and Maintenance	No	
County Forestry Administration & Management	No	Wis. Stat. § 28.10 & 11
Flowage & Dam Protection program	No	
Boat Launch programs	No	
Motorized Vehicle Trail Management	No	NR 50.09 (Snowmobile aid)
City of Wausau Parks programs, including recreation programming	No	Services provided in accordance with intergovernmental agreement, reimbursement provided.
Campground programs	No	
County Park operations and maintenance	No	
Landscaping, Grounds & Parking Lot Maintenance (Non-Parks)	Yes/No	Wis. Stats. § 101.11
Snow removal and winter maintenance	Yes/No	Wis. Stats. § 101.11
Indoor Ice Rink Operations and Maintenance	No	
Marathon Junction – operations, rental, maintenance	No	
Train (Marathon Park) – operations and maintenance	No	
Mountain Bay Trail State Park – operations and maintenance	No	Intergovernmental agreement between Wisconsin DNR and Marathon County PRF
Facility Rental program (including Wisconsin Valley Fair)	No	
Sports Complex – maintenance, operations, and reservations	No	
Nine Mile County Forest operations, maintenance, and events	No	
Recreation Deputy program	No	Contractual arrangement with Marathon County Sheriff's Office
Shooting Range operations, maintenance, and reservations	No	

Additional Information: Because Park facilities are non-mandated, various maintenance activities that may otherwise be required by Wisconsin's safe place law are noted as Yes/No relative to mandate.

UW-MADISON, DIVISION OF EXTENSION

Service	Mandated (Yes/No)	Statutory Authority
AGRICULTURE EDUCATOR		
Dairy and Livestock Production and Management education	No	
Farm Financial Management	No	
Crop, Soil, and Nutrient Management education	No	
Private Pesticide Applicator Licensing Training	No	Wis. Adm. Code ATCP 29.27
HORTICULTURE EDUCATOR Targeted horticulture education to various groups primarily focused on horticulture therapy in the justice system	No	
FOODWISE		
Nutrition and health education for low income families and youth (office space agreement)	No	
4-H YOUTH DEVELOPMENT		
Countywide 4-H Club Involvement and Youth Development Education Programs	No	
NATURAL RESOURCES Provide office space for regional staff responsible for forest-landowner and agriculture water quality education and resources	No	

Additional Information: UW-Extension positions are funded through a state-county funding split. FoodWise is federally-funded, the county provides office space and technology to support the program.

VETERANS SERVICES		
Service	Mandated (Yes/No)	Statutory Authority
Establish & Advise Eligibility for Any Benefits Entitled	Yes	Wis. Stat. § 45.80(5)(a)
Care of Veterans Graves	Yes	Wis. Stat. § 45.85
VA Compensation/Pension Claims and appeals	Yes	Wis. Stat. § 45.80(5)(a); 45.80-86.
Federal GI Bill Assistance	Yes	Wis. Stat. § 45.80(5)(a)
Federal VA Health Care Applications	Yes	Wis. Stat. § 45.80 (5)(a)
Burial Benefits	Yes	Wis. Stat. § 45.80(5)(a) Wis. Stat. § 45.84
Military Record Registration/Access	Yes	Wis. Stat. § 45.05
State Property Tax Credit	Yes	Wis. Stat. § 45.80(5)(a) & Wis. Stat. § 71.07(6)(e)
State Education Benefits	Yes	Wis. Stat. § 45.80(5)(a)
Aid to Needy Veterans	Yes	Wis. Stat. § 45.80(5)(c) Wis. Stat. § 45.86(2)
Applications for Burials and Cemeteries	Yes	Wis. Stat. § 45.80(5)(a)
Veterans Service Commission	Yes	Wis. Stat. § 45.81 (2)
Speaking Engagements	No	
Attend Local Veterans Organization Meetings	No	
Advise Veterans of benefits available from local non-profits	No	

Additional Information: Veterans Service Office is mandated to advise veterans and their spouses/dependents on all programs/benefits for which they may be entitled. Accreditation through the Veterans Administration is required.

CENTRAL WISCONSIN AIRPORT		
Service	Mandated (Yes/No)	Statutory Authority
Airport operations	No	Wis. Stat. § 66.0301

Additional Information: Counties are not mandated to provide regional airport services. Marathon County joined with Portage County to form Central Wisconsin Airport (CWA). However, once the determination is made to operate such a facility, the operator is subject to numerous federal and state regulations. Moreover, because the CWA has accepted federal funds (e.g., FAA funding) throughout its history, any determination relative to continued operations is subject to considerable regulation. CWA is overseen, pursuant to the intergovernmental agreement between Portage and Marathon counties by the Central Wisconsin Airport Board.

LIBRARY		
Service	Mandated (Yes/No)	Statutory Authority
LIBRARY SITES – (Athens, Edgar, Hatley, Marathon City, Mosinee, Rothschild, Stratford, Spencer, Wausau)	No*	Wis. Stat. § 43.11, 12

Additional Information:

*Counties are not mandated to directly operate library facilities. However, in the event that a county does not directly provide library facilities, the county is required by statute to provide funding for the operations of public libraries within the county, and public libraries in adjacent counties, that serve county residents. Specific information regarding these funding obligations are set forth in section 43.12 of the Wisconsin Statutes. Payments made pursuant to § 43.12 or funds necessary to directly provide county library services under Chapter 43 of the statutes are exempt from Wisconsin levy limits.

Physical Materials

Books, audiobooks, DVDs, magazines, newspapers, video games, art, Wi-Fi hot spots and other electronic devices.

Digital Collections

eBooks, eAudiobooks, and a large selection of databases available through online access.

Programs and Events

MCPL hosts a variety of educational and entertaining programs for all ages, including: story times, creative hands-on activities, music and theater performances, movie screenings, lectures, presentations, and workshops led by experts, authors and other speakers on a diverse range of topics.

Additional Services

Public computers, internet access and printing are available at all locations. Study and meeting rooms, passport services, copy and fax services, notary public services, and material delivery for homebound patrons are available at select locations.

Library Affiliations

MCPL is a member of and the resource library for the Wisconsin Valley Library Service. It also participates in the V-Cat consortium and the Wisconsin Public Library Consortium, providing its patrons with access to an even wider range of resources.

AGING & DISABILITY RESOURCE CENTER OF CENTRAL WISCONSIN		
Service	Mandated (Yes/No)	Statutory Authority
Aging Services	No	Wis. Stat. §§ 46.80, 46.82
Resource Center	No	Wis. Stat. § 46.283

Additional information: Marathon County summary of services provided in the ADRC includes: information and assistance, elderly and disability benefit services, nutrition services, dementia care specialist, volunteer program services, and caregiver support and respite services.

Wis. Stat. § 46.80 – The department's primary responsibility to elderly persons is to assure that all elderly and disabled persons have available and accessible a continuum of care or a wide range of community and supportive services so that they may remain in their homes and neighborhoods for as long as it is possible. The department shall be the mechanism by which governmental and nongovernmental agencies may coordinate their policies, plans and activities with regard to the aging.

Wis. Stat. § 46.82 identifies that a county board of supervisors of a county, the county boards of supervisors of 2 or more contiguous counties or an elected tribal governing body of a federally recognized American Indian tribe or band in this state may choose to administer, at the county or tribal level, programs for older individuals. Chapter 46.80 indicates that the department shall divide the state into distinct planning and service areas and designate a public or private nonprofit agency or organization as the area agency on aging for each planning and service area and we are the designated public agency.

Wis. Stat. § 46.283 identifies that a county board of supervisors may decide to apply to the department for a contract to operate a resource center.

The intergovernmental agreement creating the ADRC-CW provides that the funding allocation from each of the counties cannot be modified without the agreement of each of the county members (Langlade, Lincoln, Marathon, and Wood).

NCHC – Core Programs

Service	Mandated (Yes/No)	Statutory Authority
Behavioral Health Hospital, Community Mental Health, Developmental Disabilities, Substance Use Disorder	Yes	Wis. Stat. § 51.42
Community Support Programs	Yes	Wis. Stat. § 51.421
Care and Custody	Yes	Wis. Stat. § 51.22
Crisis Stabilization Services	No	Wis. Stat. § 51.15; 51.42
Protective Services and Placement	Yes	Wis. Stat. § 55.02
Elder Adult at Risk Agency	Yes	Wis. Stat. § 46.90
Comprehensive Community Services	No	Wis. Stat. § 49.45(30e) (6) Wis. Stat. § 51.42 (7) (6)

Additional Information: On behalf of Marathon County, North Central Health Care delivers services including, but not limited to, alcohol and other drug abuse outpatient services, mental health outpatient services, emergency services, adult protection services, adult community support services, comprehensive community service, psychiatrist and psychologist services, crisis, residential, inpatient, and hospitalization services.

Wis. Stat. § 51.42 identifies that the county board of supervisors has the primary responsibility for the well-being, treatment and care of the mentally ill, developmentally disabled, alcoholic and other drug dependent citizens residing within its county and for ensuring that those individuals in need of such emergency services found within its county receive immediate emergency services. This primary responsibility is limited to the programs, services and resources that the county board of supervisors is reasonably able to provide within the limits of available state and federal funds and of county funds required to be appropriated to match state funds. While counties are not directly mandated to provide crisis stabilization facilities, counties are required to provide care in the least restrictive form necessary. Stabilization facilities serve as a less-restrictive, less costly form of care for individuals discharging from an inpatient setting or as an alternative to an inpatient setting.

Wis. Stat. § 51.42(3) permits a county to meet its obligation through the creation of a multi-county community services program.

Wis. Stat. § 51.421 indicates that if funds are provided, and within the limits of the availability of funds provided under s. 51.423 (2), each county department under s. 51.42 shall establish a community support program. Each community support program shall use a coordinated case management system and shall provide or assure access to services for persons with serious

and persistent mental illness who reside within the community. Services provided or coordinated through a community support program shall include assessment, diagnosis, identification of persons in need of services, case management, crisis intervention, psychiatric treatment including medication supervision, counseling and psychotherapy, activities of daily living, psychosocial rehabilitation which may include services provided by day treatment programs, client advocacy including assistance in applying for any financial support for which the client may be eligible, residential services and recreational activities. Services shall be provided to an individual based upon his or her treatment and psychosocial rehabilitation needs.

Wis. Stat. § 51.22 indicates that except as provided in s. 51.20 (13) (a) 4. or 5., any person committed under this chapter shall be committed to the county department under s. 51.42 or 51.437 serving the person's county of residence, and such county department shall authorize placement of the person in an appropriate facility for care, custody and treatment. The county will incur the cost of these placements if it is not billable to insurance or the consumer.

Individual counties must determine what shall be done to meet these responsibilities in a way that adequately complies with the law. The burden of demonstrating that those responsibilities have been met to an adequate degree falls upon the county. The services, therefore, are not identical in each county even though the same basic mandate exists.

Comprehensive Community Services (CCS) is intended to assist individuals of all ages who are in need of ongoing services for mental illness, substance abuse disorder, or dual diagnosis beyond occasional outpatient care, but less than the intensive care provided in an inpatient setting. While CCS is not a mandated program, county-based governmental entities are the only entity in the state that can be certified.

Wis. Stat. § 55.02 identifies that the chairperson of each county board of supervisors shall designate a county department under s. 46.215, 46.22, 46.23, 51.42, or 51.437 that is providing services in the county on its own or through a joint mechanism with another county department or county to have the responsibility for planning for the provision of protective services and protective placement and for directly providing protective services.

Wis. Stat. § 46.90 requires that each county board shall designate an agency in the county as the elder-adult-at-risk agency. "Elder-adult-at-risk agency" means the agency designated by the county board of supervisors under sub. (2) to receive, respond to, and investigate reports of abuse, neglect, self-neglect, and financial exploitation under sub. (4).

NCHC – OTHER PROGRAMS

Service	Mandated (Yes/No)	Statutory Authority
Mount View Care Nursing Home* (Skilled Nursing, Rehabilitation, Dementia Care, Ventilator care)	No	
Hope House (Sober Living)	No	
Aquatic Therapy Pool	No	
Demand Transportation – 85.21	No	Wis. Stat. § 85.21
Early Intervention Services (Birth to Three)^	Yes	Wis. Stat. § 51.44

Additional information:

*There is no state statute that mandates a county must own or operate a nursing home, adult day services, housing programs, sober living, or aquatic therapy pool. However, should the county undertake these activities, each program area is subject to significant regulation, including through the acceptance of various funding streams (e.g., medicare/Medicaid). Adult Day Services and Community Based Residential Facility operations were ceased in 2023.

Wis. Stat. § 85.21 The purpose of this section is to promote the general public health and welfare by providing financial assistance to counties providing transportation services for elderly and disabled persons, and to thereby improve and promote the maintenance of human dignity and self-sufficiency by affording the benefits of transportation services to those people who would not otherwise have an available or accessible method of transportation. The County Board of Supervisors annually authorizes this program to be delivered through a grant application. The service is delivered through both NCHC and City of Wausau Transit. The Wisconsin Department of Transportation provides for financial assistance to deliver the program.

^Wis. Stat. § 51.44 indicates that each county board of supervisors shall designate the appropriate county department under s. 46.21, 46.23 or 51.437, the local health department of the county or another entity as the local lead agency to provide early intervention services. This chapter goes on to read that the department (the state) shall promulgate rules for the statewide implementation of the program. North Central Health Care currently delivers this program through a contract with Marathon County Special Education, which is located on the Lake View Drive Campus.

SOLID WASTE DEPARTMENT

Service	Mandated (Yes/No)	Statutory Authority
Solid Waste Management Operations	No	Wis. Stat. § 59.70(2)(a) and Chs. 144 & 159

Additional Information:

Counties are not mandated to directly provide Solid Waste management and recycling services; however, counties are permitted to engage in these activities, which can provide substantial benefits to local municipalities and residents. Should a county elect to provide said services it becomes subject to a wide variety of state and federal regulations (e.g., air permit, wetland management, engineering, gas management, and groundwater testing).

In addition to solid waste management and site operational programs, Marathon County Solid Waste Department provides a number of related services, including but not limited to Household Hazardous Waste Collection and Management; Agricultural Plastics Recycling, Home Composting, Street Sweeping exemption, Medication Drop Box and Sharps Management, and Municipal Recycling education).

Marathon County has a contractual obligation to provide landfill capacity and disposal to Shawano and Portage Counties through 2032. Marathon County also recently entered into a Gas Purchase Agreement and corresponding site lease with a third party relating to the processing and conversion of landfill gas into energy.