



MARATHON COUNTY HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE AGENDA

Date & Time of Meeting: **Tuesday, August 20, 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 August 7, 2024 HRFC meeting**
5. **Policy Issues Discussion and Potential Committee Determination**
 - A. Discussion regarding 2025 Annual Budget Development and Policy Recommendations from the committee, including Review of the Mandatory / Discretionary Program Document and Discussion of Rates and Fees
6. **Operational Functions Required by Statute, Ordinance, Resolution, or Policy**
 - A. Items for Discussion and Possible Action by HRFC
 1. Discussion, Prioritization, and Potential Adoption of Committee Workplan
 2. Update on and potential Consideration of New Position Requests and Reclassifications in connection with the development of the 2025 Annual Budget
 - a. Highway Department Administrative Restructuring
 - b. Conservation, Planning & Zoning Administrative Restructuring
 - c. Solid Waste Department – 1.0 Environmental Management Specialist position
 - d. District Attorney’s Office – reclassification of 2.0 FTE legal assistant positions to 2.0 FTE paralegal positions
 3. Acceptance of the Wisconsin DNR Urban Forestry grant in connection with the City of Wausau Tree Planting and Private Ash Mitigation
 - B. Items for Discussion and Possible Action by HRFC to Forward to County Board
 1. 2025 Capital Improvement Plan
 2. Five-Year Capital Improvement Plan
7. **Educational Presentations and Committee Discussion**
 - A. Presentation on Work of the TIF (Tax Increment Finance) Task Force – David Oberbeck
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, September 11, 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

Date & Time of Meeting: Wednesday, August 7, 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	Excused
Scott Poole	Present
Jordan Reynolds	Present

Staff Present: Lance Leonhard, Chris Holman, Jaime Alberti, Molly Adzic, Sam Fenske, Kyle Mayo, Ruth Heinzl, Abbie Schroeder, Theresa Wetzsteon, Bill Milhausen

Others Present: Supervisor Dickinson, Supervisor Gisselman, Scott Feld (Bug Tussel)

[Meeting Recording Part 1](#)

[Part 2](#) Please note that agenda items were not taken in order

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Public Comment** – None
4. **Approval of Minutes from the July 23, 2024 HRFC meeting** – (Part 1 - :01) Motion by Gibbs, Second by Reynolds to approve the minutes as presented. Motion carried on a voice vote unanimously.
5. **Policy Issues Discussion and Potential Committee Determination**
 - A. Discussion regarding 2025 Annual Budget Development and Policy Recommendations from the committee, including Review of the Mandatory / Discretionary Program Document and Discussion of Rates and Fees (Part 2 – 1:27) Deferred to next meeting
6. **Operational Functions Required by Statute, Ordinance, Resolution, or Policy**
 - A. Items for Discussion and Possible Action by HRFC
 1. Presentation and Acceptance of the 2023 Financial Audit (Part 2 - :27) Motion by Lemmer, Second by Marshall to accept the 2023 audit and place it on file. Motion carried on a voice vote unanimously.
 2. Claim Disallowance – Krista Bigelow (Part 1 - :13) Motion by Gibbs, Second by Reynolds to disallow the claim consistent with the recommendations of the County’s insurance company. Motion carried on a voice vote unanimously.
 3. 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: discussion of strategy regarding the upcoming collective bargaining with the Deputy Sheriff’s Association; and the discussion of health clinic contract options. (:36) Motion by Gibbs, Second by Lemmer to go into closed session. Motion carried on a roll call vote unanimously.
 4. Motion to Return to Open Session (Roll Call Vote not Required) Motion by Hart, Second by Poole to return to open session. Motion carried on a voice vote unanimously.
 5. Discussion and Possible Action Resulting from Closed Session Discussion – none.
 6. Consideration of potential action in light of City of Wausau Historic Preservation Commission consideration of whether to designate Lake View Professional Plaza (aka Marathon County Home & Hospital building) as a Local Wausau Historic Landmark (Part 1 - :16) Motion by Gibbs, Second by Marshall to direct administration to attend the meeting of the City of Wausau Historic Preservation Commission and convey concerns expressed by the committee relative to the impact of the designation and express a request that the Preservation Commission delay consideration of formal designation of the property as a Landmark for 60 days to allow the county to gather additional information on the impact of the designation.
 7. Discussion, Prioritization, and Potential Adoption of Committee Workplan (Part 2 - 1:28) Will be carried over to the next meeting.
 8. Budget Transfer – 24SH-01C TRC Renovation to 24BM-02C Replace Library Chiller / HVAC (Part 2 - 1:18) Motion by Hart, Second by Lemmer to approve the budget transfer. Motion carried on a voice vote unanimously.

- B. Items for Discussion and Possible Action by HRFC to Forward to County Board
 - 1. Abolish 1 FTE DA Investigator and Create 1 FTE Deputy Sheriff Position Within the Sheriff's Office by Way of Interagency Agreement Between the District Attorney's Office and the Sheriff's Office (Part 1 - :02) Motion by Poole, Second by Marshall to approve the position and forward the request to the full board.
 - 2. Amendment of 2024 Budget, transfer from highway reserve funds, for emergency culvert repair, CTH "O" (Part 2 - 1:25) Motion by Gibbs, Second by Poole to approve the budget transfer and forward to the full board. Motion carried on a voice vote unanimously.
 - 3. Consideration of Final Resolution Regarding Unconditional County Guaranty of its Pro Rata Share, Intergovernmental Agreement and Taxable Revenue Bond Financing for Bug Tussel 2, LLC Project (Part 2 – :02) Motion by Gibbs, Second by Robinson to approve the resolution and move it to the full board. Motion carried on a voice vote, but was not unanimous.
- 7. **Educational Presentations and Committee Discussion**
 - A. Preliminary Presentation of 2025 Capital Improvement Plan projects for inclusion in the 2025 budget (Part 2 – 1:29)
 - B. Update on remaining American Rescue Plan Act fund utilization (Part 2 – 1:42)
 - C. Review of 2024 2nd Quarter Budget to Actual Reports for Departments of Oversight (Part 2 – 1:46)
- 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, August 20, 2024 at 3:00 pm
- 9. **Adjournment** – Motion by Gibbs, Second by Reynolds to adjourn. Motion carried on a voice vote unanimously. Meeting adjourned at 5:52 p.m.

Minutes prepared by Kim Trueblood, County Clerk

To: HR Finance Committee

Meeting Date: August 20, 2024

RE: Agenda Item 6.A.1. Administrative Office Restructuring Plan – 2025

Summary: The Marathon County Highway Department is requesting a Personnel Office Restructuring Plan for Budget Year 2025.

Details: The Highway Department is in need of one additional Accountant position. This can be accomplished without any additional budgetary funding by:

1. Abolishing an unfunded (open) 1.0 FTE Admin Specialist position;
2. Abolishing 1.0 LTE Casual Accounting Specialist position;
3. Transition funds of a current 0.50 LTE Accounting Specialist position.

The Department has been one FTE short since February 2023. The current vacant position is administrative specialist; however the current workload is greatly need in our accounting department. The Highway Department has identified the current 0.50 LTE Accounting Specialist as a potential candidate for the requested Accountant position. This candidate has worked with the Highway Department for over one year and has successfully attained a comprehensive knowledge of Highway proprietary software (Chems) and Workday while completing tasks already aligned with the Accountant position duties.

This item past by a 6-0 on August 8th at the monthly Infrastructure Committee meeting.



Appendix A
New / Expanded Position and Reclassification Request Form

Department: Highway Department

Requested by: Mary Hartwig

Nature of Request (mark one)

- Create/Add a position(s) in the department
- Create and abolish a current position
- Expand/change FTE of a current position

Number of Positions: Click or tap here to enter text.

Current FTE: Click or tap here to enter text. New FTE: Click or tap here to enter text.

- Reclassification: Click or tap here to enter text.
- Other: Click or tap here to enter text.

Position 1: Expand **Create** **Abolish** **Reclass**

Classification Title/Working Title: TO Accounting Specialist II FROM 17230 Administrative Specialist

Compensation Grade: J

(If unsure of classification list TBD "to be determined")

Position 2 (if applicable): Expand **Create** **Abolish** **Reclass**

Classification Title/Working Title: Click or tap here to enter text.

Compensation Grade: Click or tap here to enter text.

(If unsure of classification list TBD "to be determined")

Attach: Job description of requested position **-AND-** Position Description Questionnaire (PDQ)

Summarize the major functions of the proposed position: Accounts Payable; Accounts Receivable; Payroll Reconciliation; Reconciliation of Various Accounts; Preparation of Journal Entries; Compiling Data for Reports; Assisting with Month and Year End Entries; Assisting with Job Costing; Other Duties as Assigned.

Please indicate: FT or PT

Hours per pay period: 80

Start Date: 2025 Budget Year (01/05/2025) **-OR-** **Projected Start Date:** Click or tap here to enter text.

Reason for Request/Justification:

(Reason for the new position or expanded FTE. Describe the need for this position including the benefit to the department/county if this position is filled and the negative impact if not filled.)

Click or tap here to enter text.

COSTING: **What is the anticipated total cost of this position:** \$74,535

(Include salary; benefits; office space, remodeling, furniture, and equipment; travel; and other applicable costs. If you need assistance in calculating cost, contact Employee Resource for salary and benefits.)

Please list additional costs anticipated: None

FUNDING: **Please explain how the position will be funded:**

County tax levy: Click or tap here to enter text. % Of total costs: 75%



Appendix A New / Expanded Position and Reclassification Request Form

Outside funding: State Admin Fee Alloc % Of total costs: 25%

Source and length of outside funding: WiDot provides 4.3% of total costs as an Admin fee allocated to Highway. A portion of the positions cost will be covered by this Admin fee.

Will this request require NEW funding in 2025 or current year?

YES, take to Committee of Jurisdiction / HR Finance Committee / County Board-
Annual Fiscal Impact (full year): [Click or tap here to enter text.](#)

If midyear: Estimated cost for remainder of 2024: [Click or tap here to enter text.](#)

******Requestor should prepare Resolution Draft to share with Committees at this time.**

NO Request may be taken to committee before 2025 Budget Process.
Discuss with Employee Resource Director and County Administrator.

Please attach any additional supporting documentation such as full job description, costing, or proposed change to organization chart.

Requested by: Mary Hartwig

Date: 07/09/2024

Department Approval: James Griesbach

Date: 07/09/2024

Completed request should be forwarded to Employee Resources: Molly Adzic, Boly Vang and Sue Fox



New / Expanded Position Request Form

Department: Solid Waste **Requested by:** David Hagenbucher

Nature of Request (mark one)

Create/Add a position(s) in the department **Number of Positions:** 1

Create and abolish a current position

Expand/change FTE of a current position

Current FTE: [Click or tap here to enter text.](#) New FTE: [Click or tap here to enter text.](#)

Other: [Click or tap here to enter text.](#)

Classification Title/Working Title Pay Grade (OLD): [Click or tap here to enter text.](#)

Classification Title/Working Title Pay Grade (NEW): Waste Management Specialist

Attach: Job description of requested position **-OR-** Position Description Questionnaire (PDQ)

Summarize the major functions of the proposed position: The Environmental Management Specialist (EMS) is responsible for assisting with the daily operations of the Solid Waste Gas Collection and Control System and flare embedded within the 3 landfills on site serving customers and communities throughout Central and North-Central Wisconsin. The Environmental Management Specialist works directly with MCSWD operations staff to manage the sanitary landfill system that contains waste from multiple regional partners and customers. The EMS is responsible for all field work associated with landfill gas monitoring and maintenance for delivery to flare or landfill gas energy recovery, including renewable natural gas processing. EMS will perform frequent monitoring and adjustments of 70+ LFG wellheads and multiple future LFG wellhead additions, to adhere to strict state and federal guidelines, while being conscious of the local environmental impacts of landfill gas recovery. The EMS is responsible for maximizing landfill gas volume while meeting strict concentration targets for gas quality. Work will also minimize environmental contamination by leachate and gas condensate liquids, which are direct possible contaminants to the local air and ground water supply. Inability to operate any part of the GCCS can have a direct effect on the environment and the Solid Waste Budget.

Please indicate: FT or PT

Hours per pay period: 40

Start Date: 2025 Budget Year **-OR-** Projected Start Date: Jan 1 2025

Reason for Request/Justification:

(Reason for the new position or expanded FTE. Describe the need for this position including the benefit to the department/county if this position is filled and the negative impact if not filled.)

The Environmental Management Specialist is responsible for ensuring that protection of human health and the environment is the absolute highest priority. This position works in conjunction with the Operations Manager, the Environmental Systems and Pollution Control Specialist, the Renewable Natural Gas Facility, the State of Wisconsin regulatory agency, and multiple engineering firms on gathering, tracking, logging, and analyzing critical information needed to keep the environment safe and ensure efficiency of the gas collection operation. **Marathon County is contractually obligated to ensure that all commercially available means for gas collection are being done to maximize volume, while also ensuring that concentration targets are achieved.** The decisions and daily tasks that this position is responsible for are monumental in they greatly impact the department's budget, as well as the health and safety of the entire County. Moreover, this position will be responsible for ensuring that Marathon County is getting the best value for their efforts relative to



New / Expanded Position Request Form

Renewable Natural Gas. The position will create bench strength and deliver on our commitment to capture landfill gas and meet quality targets. If successful, the entire County will benefit from the associated gas royalties. Furthermore, keeping the air and water clean are not only essential to sustaining life, but also mandated by State and Federal law. With the leadership, problem solving abilities, and field skills of this position, there will be significant opportunity to enhance landfill operations and assist in sustaining the Department for long term service to our community. Our success depends heavily on the abilities of this professional to perform the work.

COSTING: What is the anticipated total cost of this position: \$75,000 - \$100,000

(Include salary; benefits; office space, remodeling, furniture, and equipment; travel; and other applicable costs. If you need assistance in calculating cost, contact Employee Resource for salary and benefits.)

Please list additional costs anticipated: Click or tap here to enter text.

FUNDING: Please explain how the position will be funded:

County tax levy: Click or tap here to enter text. % Of total costs: Click or tap here to enter text.

Outside funding: Solid Waste Department Fund – Gas Royalty % Of total costs: 100

Source and length of outside funding: 30 Years

Will this request require NEW funding in 2025 or current year?

YES, take to Committee of Jurisdiction / HR Finance Committee / County Board-
Annual Fiscal Impact (full year): Click or tap here to enter text.

If midyear: Estimated cost for remainder of 2024: Click or tap here to enter text.

******Requestor should prepare Resolution Draft to share with Committees at this time.**

NO Request may be taken to committee before 2025 Budget Process.
Discuss with Employee Resource Director and County Administrator.

Please attach any additional supporting documentation such as full job description, costing, or proposed change to organization chart.

Requested by: David Hagenbucher

Date: July 8 2024

Department Approval: Click or tap here to enter text.

Date: Click or tap here to enter text.

Completed request should be forwarded to Employee Resources: Molly Adzic, Boly Vang and Sue Fox



New / Expanded Position Request Form

Department: District Attorney

Requested by: Theresa Wetzsteon, District Attorney

Nature of Request (mark one)

Create/Add a position(s) in the department

Number of Positions: 2

Create and abolish a current position

Expand/change FTE of a current position

Current FTE: 2 Administrative Coordinators New FTE: 2 Paralegals

Other: Reclass of two Administrative Coordinator positions to two Paralegal positions

Classification Title/Working Title: Paralegal **DBM:** B24

(If unsure of classification or DBM list TBD "to be determined")

Attach: Job description of requested position **-OR-** Position Description Questionnaire (PDQ)

Summarize the major functions of the proposed position: see attached

Please indicate: FT or PT

Hours per pay period: 40

Start Date: 2025 Budget Year (01/05/2025) **-OR-** **Projected Start Date:** [Click or tap here to enter text.](#)

Reason for Request/Justification:

(Reason for the new position or expanded FTE. Describe the need for this position including the benefit to the department/county if this position is filled and the negative impact if not filled.)

In the 2019 budget process, the Marathon County District Attorney's Office ("DA's Office") presented to the Marathon County Board information concerning the critical understaffing of attorneys, administrative coordinators, and victim witness staff. The DA's Office is one of the most understaffed offices in the State in each of these roles. The administrative coordinators positions assigned to direct prosecutor support were staffed at 4 for the 12 prosecutors¹. The 2020 budget included the elimination of a Legal Assistant position in order to add a Paralegal position.

In 2024, the DA's Office has 5 administrative coordinators assigned to direct prosecutor support and 1 paralegal for 13 attorneys. The paralegal position created in 2019 has played an essential role in the criminal justice process. Paralegals are qualified by education, training and work experience to perform substantive legal work delegated by the prosecutor. Our current paralegal reviews criminal traffic referrals to determine whether the individual meets the criteria for Diversion Programming. If the offender is ineligible, the paralegal determines possible appropriate charges and drafts the criminal complaint, if appropriate, for review by the prosecutor. The paralegal communicates with the law enforcement agency when necessary. This upfront processing saves the prosecutor time. From January 1, 2020 to July 1, 2022, our one paralegal

¹ The County's Corporation Counsel's Office has 4 attorneys with 2 legal secretaries and 2 paralegals to support their attorneys. The Circuit Court Judges also have a 1:1 staff ratio with each Judge having an assigned judicial assistant. A Paralegal is vital support to our prosecutors. A Paralegal can provide high level administrative support for the prosecutors. This support will aid in case processing in high level complex litigation.



New / Expanded Position Request Form

drafted 1,359 criminal traffic complaints. In the first six months of 2022, our Paralegal referred 51 cases for Diversion and recommended 10 cases be declined based upon review of the Defendant's license status. Our Paralegal also has assisted in the processing, organization and preparation of complex felony files. These cases include First Degree Intentional Homicide cases in which one case can include 10,000 plus pages of reports and dozens of media files. The organization of these files creates a comprehensive searchable index which allows for quick access to relevant information in preparation and trial. Further, our Paralegal ensures the utmost efficiency in providing these voluminous materials to the defense attorney to avoid any unnecessary delay in the case. As examples of the volume of material, our Paralegal organized, processed and prepared individual cases of 12,819 pages; 2,883 pages; 3,783 pages; 4,117 pages, 8,354 pages. Prior to having a paralegal position, our prosecutors were assembling and attempting to organize these materials.

The District Attorney's Office has triaged the increasing volume of discoverable materials with the current resources. We have evaluated every aspect of our internal case processing system to make every efficiency possible within our resources. We have a culture of asking the question, "Why?" Why do we do the process the way we do? We have worked tirelessly to become as efficient and effective as possible. After 4 years of operation with one Paralegal and a multidisciplinary review of our resource allocation, on February 1, 2024, we shifted resources and assigned paralegal duties to two of our Legal Assistants. These Legal Assistants are now tasked with all duties consistent with the paralegal job duties. We made this decision based on the need to effectively and efficiently process our complex criminal cases and efficiently process traffic and juvenile matters. These two employees have been performing entirely paralegal duties since February 1, 2024, with a daily positive impact on the successful processing of complex criminal cases.

COSTING: What is the anticipated total cost of this position: [Click or tap here to enter text.](#)
(Include salary; benefits; office space, remodeling, furniture, and equipment; travel; and other applicable costs.
If you need assistance in calculating cost, contact Employee Resource for salary and benefits.)

Please list additional costs anticipated: [Click or tap here to enter text.](#)

FUNDING: Please explain how the position will be funded:

County tax levy: [Click or tap here to enter text.](#) % Of total costs: 100

Outside funding: [Click or tap here to enter text.](#) % Of total costs: [Click or tap here to enter text.](#)

Source and length of outside funding: [Click or tap here to enter text.](#)

Will this request require NEW funding in 2025 or current year? 2025

YES, take to Committee of Jurisdiction / HR Finance Committee / County Board-
Annual Fiscal Impact (full year): [Click or tap here to enter text.](#)

If midyear: Estimated cost for remainder of 2024: [Click or tap here to enter text.](#)

******Requestor should prepare Resolution Draft to share with Committees at this time.**

NO Request may be taken to committee before 2025 Budget Process.
Discuss with Employee Resource Director and County Administrator.



New / Expanded Position Request Form

Please attach any additional supporting documentation such as full job description, costing, or proposed change to organization chart.

Requested by: Theresa Wetzsteon, District Attorney

Date: April 23, 2024

Department Approval: [Click or tap here to enter text.](#)

Date: [Click or tap here to enter text.](#)

Completed request should be forwarded to Employee Resources: Molly Adzic, Boly Vang and Sue Fox



New / Expanded Position Request Form

JOB CODE: 1075

TITLE: Paralegal – District Attorney

LOCATION: MC - Wausau

DURATION: Full time

PAY RANGE: (B24)

LAST UPDATED: 9/25/2019

DESCRIPTION:



WHO WE ARE:

Marathon County in Northcentral Wisconsin is a great place to live, work, visit and conduct business. Our county government is highly regarded and contributes to a high quality of life by:

- ensuring public safety;
- protecting natural resources;
- preparing for emergency and disaster responses;
- protecting vulnerable populations;
- creating and maintaining a high quality infrastructure for transportation; and
- providing education and fostering economic development

Eligible Marathon County employees enjoy competitive salaries, flexible schedules, and a range of excellent benefits, including:

- Pay for Performance System
- Health insurance
- Dental insurance
- Wisconsin Retirement System Defined Benefit Plan
- Post Employment Health Plan
- Income Continuation Insurance
- Paid Time Off (PTO) and holiday pay
- 457 Deferred Compensation Plans
- Flexible Spending Account to set aside pre-tax dollars for childcare and medical expenses
- Life insurance
- Educational Reimbursement Program
- Employee Recognition Programs and a Positive Workplace Culture



POSITION SUMMARY:

This is responsible legal paraprofessional and administrative support work in the District Attorney's Office. Work of this class requires specialized legal skills and knowledge of legal terminology and practices to provide legal, technical, and administrative services for department legal staff. Work involves file management and coordinating legal proceedings for traffic cases, as well as researching legal issues and completing other legal projects as assigned. Employee in this class exercises considerable discretion and is expected to



New / Expanded Position Request Form

assume independent responsibility and problem solving with only general guidance and direction from department legal staff. Employee receives general supervision from District Attorney, Deputy District Attorney and District Attorney Office Manager, with some additional guidance and direction from Assistant District Attorneys. Work is reviewed primarily by adherence to department procedures, observations, and the quality of the work performed. Work involves contact with the general public, attorneys, legal and court personnel, medical professionals, law enforcement personnel, and other County personnel. This employee is tasked with ensuring that the case files for traffic prosecutions are reviewed for charging in a timely manner. Further, this employee will be responsible for review of file driving records to determine eligibility for the diversion of operating after revocation offenses, motion to reopen traffic offenses and IID vehicle exemptions. Additional tasks of the employee include being the primary contact for the intake and for attorney review of juvenile referrals from the Department of Social Services and truancy referrals from the school districts in Marathon County. The employee provides substantial support to prosecutors during complex cases. This support includes organizing case files and filed documents, attending hearings and additional appointments pertaining to preparation for trials and sentencings, and compiling discovery documents and media for distribution. The employee's assistance to the prosecutors during hearings and throughout trials includes preparing exhibits and contributing to the legal strategy pertinent to the processing of these complex cases.

QUALIFICATIONS:

Associate Degree in Paralegal and one year paralegal or other closely related legal work experience required. Associate Degree in Paralegal from an ABA (American Bar Association) approved program, certified paralegal credentials, recent experience with civil court procedures and paralegal work (including the use of WESTLAW and/or LEXIS computer software and internet for legal research) preferred. Previous supervisory experience desired. Other combination of related education and experience may be considered.

NECESSARY SPECIAL QUALIFICATIONS: Valid driver's license or other reliable transportation to perform job duties plus driving record that meets County standards.

EXAMPLES OF WORK PERFORMED:

- Reviews traffic referrals materials. Prepares files and assists in the drafting/review of legal documents, schedules court hearings, and disseminates legal documents as requested.
- Reviews drivers' license records to determine license eligibility and whether appropriate for pretrial diversion.
- Reviews Motions to Re-open and gathers information as to the statutory eligibility and discretionary factors.
- Reviews discoverable materials, redacts, assembles, bills and distributes discoverable materials.
- Prepares written notices and subpoenas for witnesses as needed; assists with notifying witnesses needed for testimony and arranging telephone testimony for appropriate witnesses; drafts jury instructions; and prepares post hearing orders and other legal documents as requested.
- Reviews propriety of requests for IID vehicle exemptions.
- Attends SSTOP review hearings to determine if the Defendant is successful and, if not, what needs to be done
- Conducts legal and related factual research utilizing various medium, including, but not limited to, WESTLAW, law enforcement databases, and court documents.
- Composes comprehensive reports and briefs on research results to be used the District Attorney legal staff.
- Prepares case file for trial by organizing and preparing the trial binder.
- Ensure that adequate training and educational opportunities are made available to clerical staff both at onset of employment and during the ongoing employment.
- Maintains regular and predictable attendance.
- Performs related work as required or assigned.

KNOWLEDGE, SKILLS & ABILITIES:

- Thorough knowledge of laws, statutes, regulations, legal reference materials, department functions, and record keeping policies pertinent to Wisconsin's traffic laws.



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- Considerable knowledge of legal terminology and business English, spelling, and grammar.
- Considerable knowledge of modern office practices, procedures, and efficient clerical processing methods.
- Knowledge of legal research techniques including use of WESTLAW and/or LEXIS.
- Ability to use legal terminology, legal format, and legal references to prepare or draft various legal documents and briefs.
- Ability to efficiently operate a computer including familiarity with varied internet, research, plus word processing and data base program, including Microsoft Word and Excel.
- Ability to understand and carry out moderately complex oral and written instructions.
- Ability to plan, organize, prioritize, adjust to, and control variations in work load and accomplish high volume of work without supervision.
- Ability to independently make sound judgments and decisions and solve problems in accordance with general department policy and procedures.
- Ability to recognize exceptions to policies and procedures and seek assistance when needed.
- Ability to exercise discretion in maintaining the confidentiality of legal proceedings.
- Ability to effectively communicate both orally and in writing.
- Ability to work without direct supervision and exercise initiative.
- Ability to establish and maintain effective working relationships with department staff, other County employees, attorneys, medical professionals, and the general public.



New / Expanded Position Request Form

Specific job duties include:

Discovery on cases assigned:
<ul style="list-style-type: none">Organize; Make appropriate redactions; Bates Number
<ul style="list-style-type: none">Generate discovery letter and send to defense
<ul style="list-style-type: none">Redirect LF discovery to Attorney Discovery Folder
<ul style="list-style-type: none">After receive email from Travis, generate & send media discovery letter
<ul style="list-style-type: none">Generate <u>Stips</u> & request defense signature when appropriate
<ul style="list-style-type: none">Monitor PH dates & Demands filed before IA
Jury:
<ul style="list-style-type: none">Prepare Subpoenas/Notices for witnesses as needed
<ul style="list-style-type: none">Draft Jury Instructions
<ul style="list-style-type: none">Organize case for trial
<ul style="list-style-type: none">Prepare trial binder
<ul style="list-style-type: none">Review electronic discovery and flag relevant information for prosecutor to review
<ul style="list-style-type: none">Organize and assemble exhibits for jury trials
<ul style="list-style-type: none">Assist attorneys during jury trials and take notes
<ul style="list-style-type: none">Attend and document witness prep meetings
<ul style="list-style-type: none">Obtain materials for trials from system partners
<ul style="list-style-type: none">Prepare discovery indices, statement spreadsheets, and PowerPoint presentations
Generate documents, including correspondence:
<ul style="list-style-type: none">Prepare post-hearing orders
<ul style="list-style-type: none">Compose comprehensive reports and briefs on research results
<ul style="list-style-type: none">Review and draft notices and motions as requested
Traffic:
<ul style="list-style-type: none">Review traffic referrals and prepare files by assisting in the drafting/reviewing of legal documents
<ul style="list-style-type: none">Review DL records to determine DL eligibility and whether appropriate for pretrial diversion
<ul style="list-style-type: none">Review motions to reopen and gather information as to the statutory eligibility and discretionary factors.
Juveniles:
<ul style="list-style-type: none">Open juvenile case in PROTECT and Laserfiche
<ul style="list-style-type: none">Track case on the JV Referral Tracking Spreadsheet
<ul style="list-style-type: none">If restitution packet received from DSS, email to VW from PROTECT
<ul style="list-style-type: none">Draft Summons, JV Victim Packet, Certificate of Summons, and Notice of Hearing if needed
<ul style="list-style-type: none">E-file Petition, Summons, and Notice of Hearing if needed
<ul style="list-style-type: none">Distribute Petition and Summons
Miscellaneous:
<ul style="list-style-type: none">Conduct legal and related factual research utilizing various medium, including, but not limited to, WESTLAW, law enforcement databases, and court documents.
<ul style="list-style-type: none">Review calendar calls one week prior to make sure active attorney assigned to each case
<ul style="list-style-type: none">Draft and distribute monthly law enforcement referral reports for MNSO, WPD, & EMPD
<ul style="list-style-type: none">Attend court hearings as needed
<ul style="list-style-type: none">Charge Worthless Check cases
<ul style="list-style-type: none">Charge Failure to Provide DNA cases
<ul style="list-style-type: none">Open and charge Truancy forfeiture cases

TO: Environmental Resources and Human Finance and Property Committee

FROM: Laurie Miskimins, Director, Marathon County Conservation, Planning, & Zoning

RE: Restructure of CPZ Positions

DATE: August 19, 2024



Summary of Need

Conservation, Planning, & Zoning (CPZ) is requesting a restructuring of Administrative staff positions to address needs associated with transitions to Workday, transitions with financial management in the County, the upcoming move to the Lake View Campus, and new work in listing and assessments taken on by CPZ in 2023.

Figure 1 illustrates the current and proposed future structure of CPZ.

Restructuring Proposal

CPZ's needs an Office Manager, Accountant, and Real Property Listing (RPL) Technician to address current and future needs within the department.

This restructuring can be accomplished without any additional budget funding through the following:

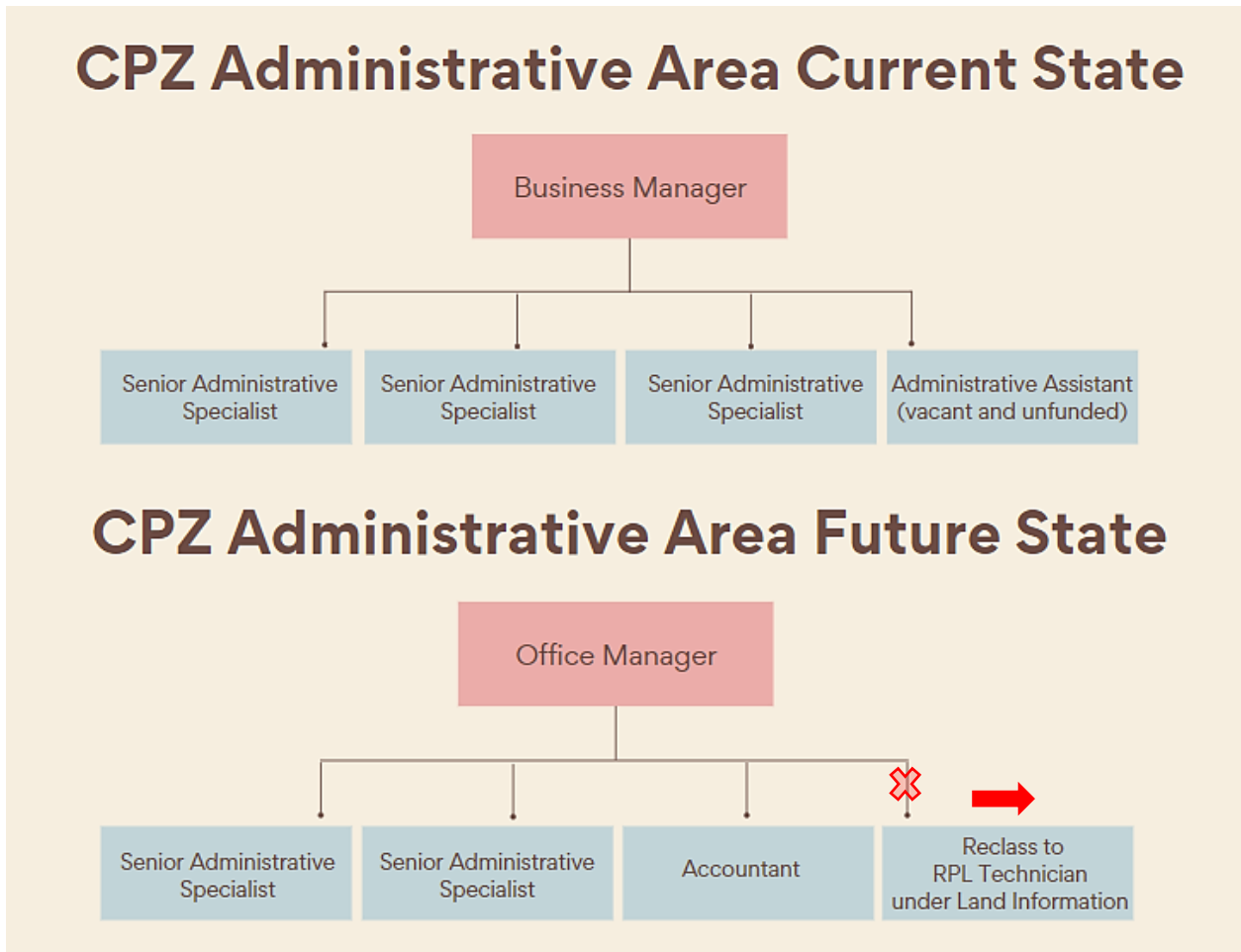
To create the Office Manager and Accountant positions, this can be accomplished by:

1. Abolish 1.0 FTE Business Manager and create 1.0 FTE Accountant.
2. Abolish 1.0 FTE Senior Administrative Specialist and create 1.0 FTE Office Manager.

To create the RPL Technician, this can be accomplished by:

1. Abolish an open 1.0 FTE Administrative Assistant position.
2. Abolish 1.0 LTE Casual with benefits Technician.
3. Transition funds of a 0.25 LTE Technician position.
4. Create 1.0 FTE Real Property Listing Technician using the FTE and these budgeted funds.

Figure 1. Current and Future State of CPZ Administrative Positions





MEMORANDUM

TO: Marathon County Board of Supervisors

August 15, 2024

RE: 2025 Capital Improvement Program Projects List & 5-Year Capital Plan

Members of the Board:

As was stated at your Education Meeting, the Project List is preliminary and does not commit funds to anything. We also need to know what funding is available for CIP projects in 2025. In other words, the Capital Improvement Program is not approved until you approve the 2025 budget later this year.

You will see the 2025 project list in a different format in the 5-Year Capital Plan as well. This is a new format that I am working on for future years and please note that for the current year (e.g., 2025) there is a "proposed" column and an "adopted" column. I will update the 5-Year Plan after you have set the 2025 budget. Projects that are not able to be funded but fall under the Maintenance/End of Life/Regulatory section will likely be brought back the following year.

As for the 5-Year Capital Plan itself, this document is not approved since it is primarily for planning purposes. Each project listed begins with an in-house preliminary cost estimate, and then the plan should be adjusted for inflation each year. In most cases, 3% would likely suffice for planning purposes and better approximate the real-world costs of a project once you get to it. This would be done to avoid having you commit to major spending without a good idea of what it costs. Throughout the design phase of a project, we can get updated costs at various stages as well. This all helps to avoid sticker shock at bid time, though there's still a possibility that bids can come in over on bid opening day.

If, in the meantime, you have any questions please feel free to reach out to me directly. I'm happy to any project with you and to provide any feedback and information you might have to the Human Resources, Finance, and Property Committee for further discussion and potential changes as the 2025 budget development process continues. Thank you.

Respectfully,

Chris Holman
Deputy Administrator
Facilities Director

MARATHON COUNTY 2025 CAPITAL BUDGET AND 2026-2029 CAPITAL PROJECT PLANNING

PROJECT TITLE	PROJECT NO.	ACTION / CATEGORY	2025 PROPOSED	2025 ADOPTED	2026 PLANNING ONLY	2027 PLANNING ONLY	2028 PLANNING ONLY	2029 PLANNING ONLY
FOR INFORMATION ONLY / NOT FUNDED BY CIP								
HIGHWAY								
Bituminous Surfacing			TBD		TBD	TBD	TBD	TBD
Replace and Rehabilitate County Bridges and Culverts			TBD		TBD	TBD	TBD	TBD
Replace and Rehabilitate Federally Funded Bridges and Culverts			TBD		TBD	TBD	TBD	TBD
Culverts / Bridges Aid			TBD		TBD	TBD	TBD	TBD
Central Wisconsin Airport								
General Aviation (GA) Transient Hangar, GA Terminal w/Apron, Fire Fighting Vehicle			\$14,302,582					
ARFF/SRE/Ops Facility					\$17,000,000			
Commercial Apron Re-Construction and Reconfiguration with Deicing Area						\$7,000,000		
GA Apron Asphalt Reconstruction and Taxilane Shift, Design and Construct Airport Fence							\$13,100,000	
Compas Calibration Pad								\$2,000,000
Solid Waste								
Landfill Bulldozer			\$700,000					
BRRDF Vertical/Horizontal Gas Well Installation			\$350,000					
Vehicle Scale			\$300,000					
Phase 6 Liner					\$6,000,000			
Gas Well Installation					\$450,000			
Wastewater Treatment					\$5,000,000			
Landfill Compactor					\$1,500,000			
BRRDF Phase B Closure						\$3,500,000		
Gas Well Installation and Expand Header						\$400,000		
Transfer Building						\$1,000,000		
Phase 7 Liner							\$7,000,000	
Front End Loader							\$500,000	
Gas Well Installation							\$450,000	
Construction of New Shop and Relocation of HHW Facility							\$2,000,000	
Haul Truck								\$500,000
Refuse Compactor								\$1,600,000
Excavator								\$500,000
Take Replacement								\$2,500,000
RECURRING PROJECTS								
FACILITIES & CAPITAL MANAGEMENT								
County Facility Parking Lot Repair Fund			\$50,000		\$50,000	\$50,000	\$50,000	\$50,000
PARKS, RECREATION & FORESTRY								
Annual Playground Replacement			\$75,000		\$75,000	\$75,000	\$75,000	\$75,000
Annual Restroom Replacement			\$120,000		\$75,000	\$75,000	\$75,000	\$75,000
CCITC								
PC Upgrade Fund			\$195,000		\$195,000	\$195,000	\$195,000	\$195,000
Network / Server Upgrade Fund			\$106,000		\$106,000	\$106,000	\$106,000	\$106,000
Video Equipment Upgrade Fund			\$42,000		\$42,000	\$42,000	\$42,000	\$42,000
Voice Equipment Upgrade Fund			\$40,000		\$40,000	\$40,000	\$40,000	\$40,000
EXISTING ROLLING STOCK / VEHICLE FLEET (3% Assumption 2026-2029)								
Facilities / CPZ			\$62,877		\$64,763	\$66,705	\$68,706	\$70,767
Parks, Recreation & Forestry			\$218,130		\$224,674	\$231,414	\$238,356	\$245,507

MARATHON COUNTY 2025 CAPITAL BUDGET AND 2026-2029 CAPITAL PROJECT PLANNING

PROJECT TITLE	PROJECT NO.	ACTION / CATEGORY	2025 PROPOSED	2025 ADOPTED	2026 PLANNING ONLY	2027 PLANNING ONLY	2028 PLANNING ONLY	2029 PLANNING ONLY
Sheriff's Office			\$419,632		\$432,221	\$445,188	\$458,544	\$472,300
Highway			\$1,204,260		\$1,240,388	\$1,277,600	\$1,315,928	\$1,355,406
MAINTENANCE / END OF LIFE / REGULATORY PROJECTS								
CCITC								
Phone System Comprehensive Upgrade			\$380,000					
Asset Management (CMMS) System			\$150,000					
Replace Jail Intercom System			\$248,573					
Replace Jail Analog Cameras			TBD					
Replace Superior							\$3,250,000	
CONSERVATION, PLANNING & ZONING								
Update Orthoimagery for Online Mapping			\$144,700					
Rolling Stock: Replace Three Owned Vehicles via Enterprise Lease (Cost is Per Year)			\$17,402					
FACILITIES & CAPITAL MANAGEMENT								
Dispatch Roof Replacement.			\$98,200					
LVPP Sanitary Sewer Replacement (Added bathrooms to meet code)			\$436,616					
Courthouse/Jail Water Treatment System			TBD					
Design AHU 9, 10, 12 (Jail)			\$85,000					
Rolling Stock: Electric Lift & Trailer			\$24,319					
Courthouse East Parking Lot Replacement			\$72,000					
Replace Obsolete Fire Panel at Courthouse					\$95,000			
Replace Courthouse Chiller (1)					\$500,000			
Replace Chiller for AHU13 and Huber AHU					\$900,000			
Replace AHU 9, 10, 12 (Jail)					TBD			
Courthouse West Parking Lot, Sidewalk, Etc. Complete Replacement					TBD			
Central Concourse/South Jail Roof Replacement					\$467,000			
1308 West Street Fire Alarm System						\$75,000		
Replace Courthouse Chiller (2)						\$500,000		
Replace Retaining Wall and Landscape on Back Side of 2400 Marshall (Wooden Bridge)						\$150,000		
Sheriff's Office Administration Area Roof Replacement						\$230,000		
Finish Lakeview Professional Plaza LED Lighting Replacement							\$500,000	
Re-Key All County Facilities							\$350,000	
Courthouse South Exterior Stairs Replacement							\$45,000	
Elevator Modernization					\$200,000	\$200,000	\$200,000	\$200,000
HIGHWAY								
CTH H Resurfacing (CTH N to STH 29).			\$392,060					
CTH A, Big Rib River Bridge Replacement (0.6 Miles East of CTH H).			\$549,468					
CTH H, Rocky Run Bridge Replacement (1.30 Miles North of STH 153).			\$214,128					
CTH C, Plover River Bridge Replacement (0.95 Miles East of CTH J).			\$260,918					
CTH F, Branch of Big Eau Pleine River Bridge Replacement (0.63 Miles North of CTH A).			\$200,968					
CTH L, Little Rib River Bridge Replacement (1.75 Miles East of STH 107).			\$161,688					
CTH N & J Intersection (Towns of Wausau, Easton, Ringle and Weston).			\$80,000					
Large Culvert Replacement HH102 and Q103 (CTH HH at Springbrook Creek and CTH Q at the Little Eau Claire River).			\$335,000					
Upgrade to Salt Brine Operations: Wausau, Stratford, Abbotsford, Mosinee, Hatley Shops			\$945,000					
New Highway Facility Site Purchase (Estimate)					\$500,000			
New Highway Facility Design (Estimate 4.5% Fee on \$57,000,000)						\$2,565,000		
New Highway Facility Construction (Estimate \$57,000,000)							\$54,435,000	

MARATHON COUNTY 2025 CAPITAL BUDGET AND 2026-2029 CAPITAL PROJECT PLANNING

PROJECT TITLE	PROJECT NO.	ACTION / CATEGORY	2025 PROPOSED	2025 ADOPTED	2026 PLANNING ONLY	2027 PLANNING ONLY	2028 PLANNING ONLY	2029 PLANNING ONLY
STP: CTH U Bridge (Little Rib River)					\$339,150			
STP: CTH J Bridge (Eau Claire River)					\$506,302			
STP: CTH C to CTH P and CTH N to CTH S (LRIP)					\$322,245			
STP: CTH E (STH 153 to CTH P)					\$200,640			
STP: CTH T Bridge (McGivern Creek)						\$211,254		
STP: CTH A Bridge (Big Eau Pleine River)						\$281,792		
STP: CTH X (X to Ross Avenue)							\$1,103,000	
STP: CTH W (Riverview to CTH WW)								\$922,726
STP: CTH W (Evergreen to CTH WW)								\$382,168
PARKS, RECREATION & FORESTRY								
Marathon Park Splash Pad Replacement			\$375,000					
Marathon Park Road and Trail Repairs			\$312,225		\$312,225			
Marathon Park Fence Repair and Replacement			\$130,000		\$130,000	\$130,000		
Replace the Big Eau Pleine Horse Barn					\$75,000			
Replace Existing Ice Arena: Joint Public/Private Funding								\$15,000,000
Replace MPB1 and MPB2 Roofs (If New Arena Is Not Constructed)								\$2,000,000
Replace MPB Refrigeration System (If New Arena Is Not Constructed)								\$4,000,000
SHERIFF'S OFFICE								
Jail Sally Port Elevator Modernization			\$93,500					
Jail HVAC Repair: Heat Wheel, Controls, and Dampers Replacement			\$105,000					
Jail Huber/Visitor Elevator Modernization			\$89,016					
Juvenile Detention Facility Building Envelope Repairs			\$414,750					
Juvenile Detention Facility HVAC Repairs and Upgrades					\$390,477			
UWSP-WAUSAU								
Phase Two: Central Heating Plant Boiler Upgrades			\$658,350					
Replace Leaking Sloped Windows of East Art Building					\$138,000			
Main Building Envelope Repair					\$402,500			
Replace Existing Main Building Lighting with LEDs					\$316,250			
Patio Repair and Replacement (Main Building, Terrace, Amphitheater)						\$172,500		
HVAC Controls Replacement and Replace 7 Unit Vents in North Hall						\$710,125		
Fieldhouse Building Envelope Repair							\$575,000	
Replace Existing Fieldhouse Lighting with LEDs							\$109,250	
Parking Lot Lighting Upgrade to LEDs							\$69,000	
Replace Carpeting/Floor Tile in Main Building Offices and Classrooms								\$230,000
Replace Sagging and Damaged Ceiling Tiles in South Hall								\$212,750
Inspect and Repair Art Building Envelope								TBD
PLANNING PROJECTS								
CONSERVATION, PLANNING & ZONING								
Update the 2016 Marathon County Comprehensive Plan			\$75,000					
PARKS, RECREATION & FORESTRY								
Rib Falls Master Planning (\$80,000 Remediation Reserve Funding)			\$0					
Marathon Park Site Planning / Architectural Study: Junction/Family Area					\$148,000			
Develop a Master Plan for Specific Parks Within The County System					\$120,000			
Design of Improvements to Marathon Park (Westside Master Plan Recommendations)						\$1,500,000	\$1,500,000	\$1,500,000
FACILITIES & CAPITAL MANAGEMENT								

MARATHON COUNTY 2025 CAPITAL BUDGET AND 2026-2029 CAPITAL PROJECT PLANNING

PROJECT TITLE	PROJECT NO.	ACTION / CATEGORY	2025 PROPOSED	2025 ADOPTED	2026 PLANNING ONLY	2027 PLANNING ONLY	2028 PLANNING ONLY	2029 PLANNING ONLY
Courthouse Master Facility Plan (FCM)					\$100,000			
OTHER PROJECTS								
PARKS, RECREATION & FORESTRY								
Marathon Park East Gate Hall Air Conditioning					\$150,000			
New Field Lighting on Sunnyvale Softball Fields						\$500,000		
Complete Rib Falls Park Development					TBD			
GROSS EXPENDITURES			\$9,581,780	\$0	\$21,807,835	\$14,729,578	\$74,750,784	\$32,274,624

TYPE	DEPARTMENT (Dept. Priority)	PROEJCT REQUEST COST	Please Fill in Yellow Columns here			2025 Preliminary Project List		Approved - Y Unapproved - N	Not Funded
			YEARS PREVIOUSLY FUNDED	Workday Project Worktag ASSIGNED #	Project Manager ofr Workday	PROJECT DESCRIPTION			
						PROJECTS NOT FUNDED BY CIP			
Imp	HWY	TBD	Recurring	N/A		Bituminous Surfacing.	N/A		
Imp	HWY	TBD	Recurring	N/A		Replace and Rehabilitate County Bridges and Culverts.	N/A		
Imp	HWY	TBD	Recurring	N/A		Replace and Rehabilitate Federally Funded Bridges and Culverts.	N/A		
Imp	HWY	TBD	Recurring	N/A		Culverts / Bridges Aid.	N/A		
Imp	CWA	\$0	INFO ONLY	N/A		(1) General Aviation Transient Hangar, (2) General Aviation Terminal Building with Associated Apron Area, (3) Replacement Airport Rescue Fire Fighting Vehicle. \$14,302,582.	N/A		
Equip	Solid Waste	\$0	INFO ONLY	N/A		Landfill Dozer. \$700,000.	N/A		
Imp	Solid Waste	\$0	INFO ONLY	N/A		Gas Well Installation. \$350,000.	N/A		
Equip	Solid Waste	\$0	INFO ONLY	N/A		Vehicle Scale. \$300,000.	N/A		
	Sub Total	\$0							
						RECURRING PROJECTS			
Imp	FCM (6)	\$50,000	Recurring	N/A		County Facility Parking Lot Pot Hole and Crack Filling Fund s/b @ \$50,000.	N/A		
Imp	FCM (5)	\$72,000	New	TBD		Sheriff Parking Lot Repaving at Courthouse.			
Imp	Parks (3)	\$75,000	Recurring	25PO-03C		Annual Playground Replacement.	N/A		
Imp	Parks (4)	\$120,000	Recurring	25PO-04C		Annual Restroom Replacement. Higher than \$75K due to floodplain location.			
	Sub Total	\$317,000							
						TECHNOLOGY PROJECTS			
Equip	CCIT	\$195,000	Recurring	N/A		PC Upgrade Fund s/b @ \$166,000.	N/A		
Equip	CCIT	\$106,000	Recurring	N/A		Network / Server Upgrade Fund s/b @ \$101,000.	N/A		
Equip	CCIT	\$42,000	Recurring	N/A		Video Equipment Upgrade Fund s/b @ \$40,000.	N/A		
Equip	CCIT	\$40,000	Recurring	N/A		Voice Equipment / Phone System Upgrade Fund s/b @ \$40,000.	N/A		
	Sub Total	\$383,000							
						ROLLING STOCK			
Equip	FCM / CPZ	\$62,877	Recurring	25BM-01R		Rolling Stock Lease. Increased each year by Net New Construction or 5-Year Average Annual CPI-U, whichever is higher. (4.030%)	N/A		
Equip	CPZ (2)	\$17,402	New/Recurring			Replace three owned vehicles (Annual Lease Cost Shown w/Sales Offsetting Cost)			
Equip	FCM (4)	\$24,319	New			Lift & Trailer			
Equip	Parks, Rec. & Forestry	\$218,130	Recurring	25PO-01R		Increased by Net New Construction or 5-Year Average Annual CPI-U. (4.030%)	N/A		
Equip	Sheriff	\$419,632	Recurring	25SH-01R		Increased by Net New Construction or 5-Year Average Annual CPI-U. (4.030%)	N/A		
Equip	Highway	\$1,204,260	Recurring	25HI-01R		Increased by Net New Construction or 5-Year Average Annual CPI-U. (4.030%)	N/A		
	Sub Total	\$1,946,620							
						MAIN / END OF LIFE / REGULATORY			
Imp	CCIT (1)	\$380,000	New	25IT-01C		Phone System Comprehensive Upgrade.			
Imp	CCIT (2)	\$150,000	Ongoing	25IT-02C		Asset Management (CMMS) System			
Imp	CCIT (3)	\$248,573	New	25IT-04C		Replace Jail Intercom System			
Imp	CCIT (4)	TBD	New	25IT-03C		Replace Jail Analog Cameras			
Imp	CPZ (1)	\$75,000	New	25CP-01C		Update the 2016 Marathon County Comprehensive Plan.			
Equip	CPZ (1)	\$144,700	New	25CP-02C		Update Orthoimagery for Online Mapping.			
Imp	FCM (1)	\$98,200	New	25BM-01C		Dispatch Roof Replacement.			
Imp	FCM (2)	\$436,616	New	25BM-02C		LVPP Sanitary Sewer Replacement (Added bathrooms to meet code)			
Imp	FCM	\$85,000	New	25BM-05C		Design AHU 9, 10, 12 (Jail)			
Imp	FCM (3)	TBD	New	25BM-03C		Courthouse/Jail Water Treatment System			
Imp	Highway (1)	\$392,060	New	25HI-01C		CTH H Resurfacing (CTH N to STH 29).			
Imp	Highway (2)	\$549,468	New	25HI-02C		CTH A, Big Rib River Bridge Replacement (0.6 Miles East of CTH H).			
Imp	Highway (3)	\$214,128	New	25HI-03C		CTH H, Rocky Run Bridge Replacement (1.30 Miles North of STH 153).			

Imp	Highway (4)	\$260,918	New	25HI-04C		CTH C, Plover River Bridge Replacement (0.95 Miles East of CTH J).		
Imp	Highway (5)	\$200,968	New	25HI-05C		CTH F, Branch of Big Eau Pleine River Bridge Replacement (0.63 Miles North of CTH A).		
Imp	Highway (6)	\$161,688	New	25HI-06C		CTH L, Little Rib River Bridge Replacement (1.75 Miles East of STH 107).		
Imp	Highway (7)	\$80,000	New	25HI-07C		CTH N & J Intersection (Towns of Wausau, Easton, Ringle and Weston).		
Imp	Highway (8)	\$335,000	New	25HI-08C		Large Culvert Replacement HH102 and Q103 (CTH HH at Springbrook Creek and CTH Q at the Little Eau Claire River).		
Imp	Highway (9)	\$945,000	New	25HI-09C		Upgrade to Salt Brine Operations (Wausau, Stratford, Abbotsford, Mosinee, Hatley Shops). Potential to fund with ARPA in 2024?		
Imp	Parks (1)	\$375,000	New	25PO-01C		Marathon Park Splash Pad Replacement.		
Imp	Parks (2)	\$0	New	25PO-02C		Rib Falls Master Planning. Will Use \$80,000 Remediation Reserve Funding		
Imp	Parks (5)	\$312,225	New	25PO-05C		Marathon Park Road and Trail Repairs. (Phased Across 2025-2026)		
Imp	Parks (7)	\$130,000	New	25PO-07C		Marathon Park Fence. (Phased Across 2025-2027)		
Imp	Sheriff (1)	\$93,500	New	25SH-01C		Jail Sally Port Elevator Modernization.		
Imp	Sheriff (2)	\$105,000	New	25SH-05C		Jail HVAC Repair: Heat Wheel, Controls, and Dampers Replacement		
Imp	Sheriff (4)	\$414,750	New	25SH-02C		Juvenile Detention Facility Building Envelope Repairs.		
Imp	Sheriff (5)	\$89,016	New	25SH-03C		Jail Huber/Visitor Elevator Modernization.		
Imp	UWSP- Wausau (1)	\$658,350	Ongoing	25UM-01C		Phase II: Central Heating Plant - Boiler Upgrades (630 S 7th Ave).		
	Sub Total	\$6,935,160						
2025 Total of All Project Requests		\$9,581,780						\$0
								Not Funded
						Total CIP Rollover and Total Unallocated ARPA funds		
						CIP Funds for personnel and contract services		
						Remaining Funds in CIP		
						Remaining Funds in ARPA		

2024-26 HRFP Committee Work Plan Ranking (July 2024)

The following is a list of potential policy initiatives for consideration by the Committee over the next two years. Please rank your top five items with 1 being the highest.

Rank

American Rescue Plan Act and other Federal Grants	Establish criteria for the review and ranking of projects and track projects to ensure all funds are obligated by the end of 2024
Policy on sale/disposition of excess county property	Tied into Long Term Facilities Plan, develop a process for disposition of surplus property.
Tax Delinquent Property Process - policy setting	Review recent legislation and establish guidelines, policies and expectations relating to tax deed foreclosure and sale/transfer of property
Long term facilities plan	Establish goals for long term facility and property management
Tax Increment Financing - pursue legislative recommendation and criteria for guiding representative on local committee	Follow-up on recommendations from the TIF Task Force
Promote cultural competence in County employment policies and in the design and delivery of County programs and services.	Develop plan and monitor implementation of plan to address cultural competencies.
Review Chapter 1.51 County Policies	Develop a charter for a task force to develop recommendations relating to the issuance of conduit bonds under 1.51 (7) Evaluate county policies relating to the designation and use of fund balances.
Monitor Energy Efficiency	Monitor and develop policies to reduce energy utilization across county operations.
Program Efficiency	Monitor and evaluate the policies relating to the delivery of services to ensure that they are delivered as cost effectively as possible.

Procurement Policies	Evaluate the county's procurement process including whether certain activities should be centralized or remain within the departments. Evaluate the benefits and costs associated with hiring a procurement officer.
Benefit Design and Delivery	Evaluate delivery options relating to fringe benefits including health insurance
Dashboards	Develop policies relating to the tracking of key indicators relating to performance of the county including vacancy rates.
Strategic Plan	Monitor progress on achieving goals and objectives outlined in the county's Strategic Plan
Audit Compliance	Review the annual audit and recommendations and determine if policy changes are needed.

American Rescue Plan Act and other Federal Grants

Long term facilities plan

Audit Compliance

Tax Delinquent Property Process - policy setting

Tax Increment Financing - pursue legislative recommendation and criteria for guiding representative on local committee

Benefit Design and Delivery

Policy on sale/disposition of excess county property

Promote cultural competence in County employment policies and in the design and delivery of County programs and services

Program Efficiency

Dashboards

Review Chapter 1.51 County Policies

Procurement Policies

Review Chapter 1.51 County Policies

Monitor Energy Efficiency

Strategic Plan

Work Plan Rank Order

	Score
Establish criteria for the review and ranking of projects and track projects to ensure all funds are obligated by the end of 2024	25
Establish goals for long term facility and property management	13
Review the annual audit and recommendations and determine if policy changes are needed.	12
review recent legislation and establish guidelines, policies and expectations relating to tax deed foreclosure and sale/transfer of property	10.5
Follow-up on recommendations from the TIF Task Force	10
Evaluate delivery options relating to fringe benefits including health insurance	9
Tied into Long Term Facilities Plan, develop a process for disposition of surplus property.	8.5
Develop plan and monitor implementation of plan to address cultural competencies.	4
Monitor and evaluate the policies relating to the delivery of services to ensure that they are delivered as cost effectively as possible.	4
Develop policies relating to the tracking of key indicators relating to performance of the county including vacancy rates.	4
Evaluate county policies relating to the designation and use of fund balances.	3
Evaluate the county's procurement process including whether certain activities should be centralized or remain within the departments. Evaluate the benefits and costs associated with hiring a procurement officer.	2
Develop a charter for a task force to develop recommendations relating to the issuance of conduit bonds under 1.51 (7)	0
Monitor and develop policies to reduce energy utilization across county operations.	0
Monitor progress on achieving goals and objectives outlined in the county's Strategic Plan	0

Wisconsin DNR Urban Forestry Inflation Reduction Act Grant Agreement

Grantee Name Marathon County Parks, Recreation & Forestry Department		Grantee UEI CJBVG6GK66Q5	
Grant Number UFIRA-050	Grant Program Inflation Reduction Act	Performance Period	
		Grant Start Date September 3, 2024	Grant End Date September 30, 2027

Project Title:

City of Wausau Tree Planting & Private Ash Mitigation Project

Project Description and Scope Details

Project Description (as provided by the Grantee in the original application):

This project will begin to address canopy loss and private ash tree hazard concerns of the defined disadvantaged areas in Wausau, WI. Private contractors will be utilized to reforest a portion of the 25.6% lost public urban canopy over a 3-year period. Approximately 900 trees will be planted over the 3 years, focusing on heat islands and areas of severe canopy loss. The County will also be partnering with the Wausau School District to plant trees on school properties. Students from each school will learn about the importance and care of trees, then participate in planting to begin to replace lost tree canopy. The focus is on teaching our young residents and they in turn gaining a positive perspective to spread through the community. To alleviate hazard and financial burden of infested/dying ash trees on private property, the County will provide financial assistance to homeowners within the designated disadvantaged area through an application process or for condemned ash trees. Private contractors will be utilized to remove ash trees based on bid and ability. The removals will take place over a 3-year period to allow residents the opportunity to understand the process and have the work completed at an appropriate time frame.

Project Scope Details:

Tree planting and establishment

Proactive maintenance

Education, information and outreach

Authorized Representative (Name and Title), Contact Phone, Contact Email

John Kahon III, City Forester, (715) 261-1561, john.kahon@co.marathon.wi.us

Street address

500 Forest Street

City, State, Zip Code

Wausau, WI 54402

Grantee Contact Information (if different from Authorized Rep.)

Contact Name:

Contact Phone:

Contact E-mail:

Total Award Amount:

\$ 498,482.08

This grant agreement (Agreement) is entered into for the Project Period, by and between Marathon County Parks, Recreation & Forestry Department (hereinafter Grantee) and the State of Wisconsin Department of Natural Resources (hereinafter Department), for the purposes of awarding an Inflation Reduction Act Urban and Community Forestry Program grant for completion of the described Project and establishing conditions of payment of the grant award. The Department and Grantee mutually agree to the following terms and conditions:

A. PROGRAMMATIC CONDITIONS

1. This Agreement is to be performed in accordance with ch. NR 47, Wis. Adm. Code, and the Inflation Reduction Act Urban and Community Forestry grant program with federal funds from the Inflation Reduction Act of 2022 (P.L. 117-169).
2. **ENTIRE GRANT AGREEMENT.** This Agreement, together with any incorporated or referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. The attachments to this agreement are as follows:
 - a. Project Special Conditions
 - b. Source of Funds
 - c. State Grant Agreement Terms and Conditions
 - d. Federal Compliance Requirements (requires signature)
 - e. AD-1048 Form

Other incorporated parts are as follows:

- f. Grantee's Grant Application
3. **PROJECT SPECIAL CONDITIONS.** The Grantee shall comply with all requirements listed in Attachment A, which pertain to the scope of the Project. The Grantee must obtain Department approval for any changes or deviations from the Project Special Conditions.

Grantee shall provide a copy of the requirements in Attachment A to any employees or contractors that are performing work on the Project.

4. **ADVANCE PAYMENT.** The Grantee understands that an advance payment of no more than fifty (50) percent of the grant may be requested upon the awarding of the grant. To request an advance payment, Grantee shall submit a cost estimate and a brief statement of need to support the request along with this signed grant agreement. Within thirty (30) days of receiving an advance, Grantee shall provide the Department documentation showing full expenditure of the advance. These funds shall be expended only for eligible Project costs.
5. **INTERIM REPORTS.** The Grantee agrees to provide to the Department for review every 6 months during the grant Project Period, an interim report to contain details of progress, findings, problems, delays, adverse conditions that impair the ability to meet the objectives of the award, and other information regarding the status of the project. Interim reports must include a statement of the action taken or contemplated to resolve any problems, delays, or adverse conditions. Interim reports must be submitted using a form that is available on the Department's Urban Forestry Inflation Reduction Act Grants webpage. Interim reports are due on the following dates: March 3, 2025; September 4, 2025; March 5, 2026; September 8, 2026; and March 9, 2027. Interim reports are not due following grant close out.
6. **REIMBURSEMENT REQUESTS.** Payment of the Grant Award shall be made through reimbursement of actual and eligible expenses for the Project that are within the Scope of the Project and have been incurred by the Grantee during the Project Period, unless otherwise approved by the Department.

Payment will only be made to the Grantee. All reimbursement requests must be submitted using a form(s) that is available on the Department's Urban Forestry Inflation Reduction Act Grants webpage. Eligible and ineligible expenses are defined in Wis. Adm. Code s. NR 47.56. The Application Guide, FAQs, and other information on the Department website may also be helpful resources.

- a. **INTERIM REIMBURSEMENT REQUESTS.** The Grantee may submit to the Department quarterly or annual interim accounting claims for reimbursement, supported by evidence of cost. Payment will only be made to the Grantee upon Department approval of the quarterly or annual accounting claim for reimbursement.
 - i. If the Grantee elects to submit quarterly reimbursement requests, the due dates are as follows: January 2, 2025; April 2, 2025; July 2, 2025; October 1, 2025; January 2, 2026; April 1, 2026; July 1, 2026; September 30, 2026; December 30, 2026; March 31, 2027; July 7, 2027; November 1, 2027.
 - ii. If the Grantee elects to submit annual reimbursement requests, the due dates are as follows: November 3, 2025; November 3, 2026; November 29, 2027.
 - b. **FINAL REIMBURSEMENT REQUEST.** The Grantee agrees to provide to the Department for review a final accounting claim for reimbursement, supported by evidence of cost by December 30, 2027. Final grant payments will be made upon Department approval of the final report and the final reimbursement request.
7. **FRINGE BENEFITS.** The Grantee agrees that it will charge only the actual fringe benefits eligible, not to exceed the rate established annually by the Department of Administration (DOA), as part of the Grantee's labor costs. The current DOA maximum fringe benefit rate effective until June 30, 2025 is 47.60 percent. If the rate is revised after that date, the Department will notify the Grantee of the new rate. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, workers compensation insurance, etc.
8. **EQUIPMENT RATES.** The Grantee agrees to use the annual "DOT Classified Equipment Rates" to establish the eligible rate or estimated life of the equipment for any equipment usage charged to the grant.
9. **FINAL REPORT.** The Grantee agrees to provide to the Department for review, by December 30, 2027, a final report using a form(s) that is available on the Department's Urban Forestry Inflation Reduction Act Grants webpage. The final report shall include:
 - a. Documentation of all project activities during the grant period
 - b. Documentation and justification of all project modifications
 - c. Documentation of all public information and educational activities which were conducted.
 - d. Conclusions and results
 - e. An appendix that includes all references and supporting documents for the final report.
10. **WRITTEN CONTRACTS REQUIRED.** Any construction work or work performed by a consultant or other service provider totaling \$10,000 or more per year requires a written contract. The contract must specify the financial terms, contract duration and services to be rendered.
11. **DISADVANTAGED COMMUNITIES.** The Project must benefit a disadvantaged community(ies) as identified on a map or list produced by the Department. This includes Federally Recognized Tribes.
12. **FEDERAL IMPACT REPORTING.** The Grantee understands that there may be new IRA impact reporting guidelines that emerge before or during the course of the Project Period. Grantee agrees to comply with

future requests to report Project impacts, which may involve direct reporting on a new online platform. Such reporting may include, among other things, the geographic location of all work completed and the type of work occurring at events and locations.

13. **FOREST SERVICE, DEPARTMENT, AND FUNDING SOURCE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA.** Grantee shall acknowledge Forest Service and Department support in any publications, audiovisuals (with direct production cost to the Grantee of over \$5,000), and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2. Grantee shall use the phrase "Funding for this project is provided by the Inflation Reduction Act and the USDA Forest Service, Urban and Community Forestry Program in partnership with the Wisconsin Department of Natural Resources". Where space is limited: "Funded by the Inflation Reduction Act and USDA Forest Service through Wisconsin DNR."
14. **DEPARTMENT LOGO.** Grantee may not use the Department's logo without the Department's prior written approval.
15. **USE OF FOREST SERVICE INSIGNIA.** In order for Grantee to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). Written requests, including a draft showing the proposed logo placement, shall be submitted to DNRUrbanForestryGrants@wisconsin.gov and the Department will relay the request to the Forest Service. The Forest Service encourages the Grantee to use the Forest Service logo by following this process.
16. **APPLICABLE LAW.** The Grantee agrees to comply with all applicable federal, state, and local statutes, ordinances, regulations, and executive orders in fulfilling the terms of this agreement. This includes but is not limited to, general and special zoning, permit requirements, disability access, environmental quality, historical and archeological preservation.

B. GENERAL CONDITIONS

1. **GENERAL ACCOUNTING PRINCIPLES.** The Grantee shall maintain an accounting system that accurately reflects all fiscal transactions, incorporates appropriate controls and safeguards, and provides a good audit trail, particularly to source or original documents. Financial schedules and statements filed with payment requests shall be based on records maintained under generally accepted accounting principles which meet the following minimum requirements:
 - a. Project accounts shall separate grant receipts and eligible expenditures from those allocable to other programs and activities;
 - b. Receipts and expenditures shall be listed in sufficient detail to provide a basis for accurate and complete program reporting;
 - c. All project receipts shall be identified in sufficient detail to reflect their source and purpose;
 - d. Supporting records for all project expenditures (including, but not limited to, proof of payment such as canceled checks or receipts from vendors) shall be itemized in detail to indicate the nature and appropriateness of each; and
 - e. Payroll records that reflect actual project hours worked by each employee as well as allocable gross wages and fringe benefits paid shall be maintained. Time and attendance records describing the work performed, specifying project hours worked by day, and both signed by the employee and bearing evidence of management review/approval, shall be maintained, along with computations showing hourly pay rates and allocation of fringe benefits.
2. **RECORDS RETENTION; ACCESS.** The Grantee shall retain and make available to the Department and USDA Forest Service for inspection all records related to the Project, including invoices, canceled checks,

receipts, and fiscal records that support all project costs claimed by the Grantee, for three years from the date of final payment by the Department or three years after the end of the Project Period, whichever is later. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained for three years after all litigation, claims, or audit findings involving the records have been resolved. At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the USDA Forest Service and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.F.R. § 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department deems necessary.

3. **OTHER SOURCES OF FUNDS.** Costs for which payment has been or will be received from any other source, including under another federal or state financial assistance program, are ineligible for grant funding. No duplication of payment or reimbursement from another funding source is permitted. The Grantee shall inform the Department of the amount and source of any funds received from other parties to defray the costs of any actions taken under this Agreement. The Department may reduce payment or seek recovery of funds previously paid to Grantee, if funds received from other parties include payment of costs previously paid by or are eligible under the Urban Forestry IRA Grant Program.
4. **BIDDING REQUIREMENTS.** The Grantee agrees to comply with all applicable federal, local, and state contract and bidding requirements. The Grantee should consult its legal counsel with questions concerning contracts and bidding. For assistance, Grantee may consult <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/grants/ProcurementGuide.pdf>.
5. **NON-DISCRIMINATION.** In connection with the performance of work under this Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law. Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
6. **AFFIRMATIVE ACTION PLAN.** [For grants over \$50,000] Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall comply with the State of Wisconsin Affirmative Action Plan Requirements, available at <https://doa.wi.gov/Documents/DEO/WIAffirmativeActionRequirements.pdf>, and submit the required forms and/or plan to the Department, unless the appropriate forms or plan are already on file with the state.
7. **STANDARDS OF PERFORMANCE.** Grantee shall perform activities as set forth in this Grant Agreement in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

8. **INDEPENDENT CONTRACTOR.** The Grantee shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Grantee or the Grantee's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Grantee's employees or agents.

9. **COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS.** With respect to funds received by Grantee under this Grant Agreement, for each payment or distribution of funds made by Grantee to third-party contractors or subcontractors, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of this Grant Agreement, the affirmative action requirements set forth in par. B.6., and the civil rights, nondiscrimination, and equal employment opportunity authorities and assurance set forth in Attachment D par. 11. Grantee shall be responsible for all matters involving any contractor or subcontractor engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a contractor or subcontractor. The Department bears no responsibility for contractor or subcontractor, performance, or dispute resolution hereunder.

10. **INDEMNIFICATION.** Grantee agrees to save, hold harmless, defend, and indemnify the State of Wisconsin, the Department and all officers, employees and agents of the State of Wisconsin and the Department, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Grantee's employees, agents or representatives. Grantee shall indemnify and hold harmless the Department and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third parties to perform services or otherwise supply products or services.

The Grantee Authorized Representative signing this Agreement certifies and attests that Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

FOR THE GRANTEE
I agree to the above-stated conditions.

FOR THE STATE OF WISCONSIN
By

Signature of Grantee Authorized Representative

Carmen Hardin, Director
Bureau of Applied Forestry

Printed name and title of Grantee Authorized Representative

Date Signed

Date Signed

ATTACHMENT A: PROJECT SPECIAL CONDITIONS

1. Planting: Prior to tree ordering, the GRANTEE agrees to provide to the DEPARTMENT, for review and approval, a planting plan, to include planting specifications, site map(s), and species list. GRANTEE to ensure all planting takes place within identified disadvantaged communities.
2. Planting: Planting methods and overall care and maintenance shall conform to the most current version of Developing Tree Purchase and Planting Specifications for Bid published by the Wisconsin Department of Natural Resources Forestry Program. Any deviations from these specifications must have prior approval by the DNR urban forestry coordinator. Planting component may be inspected and approved by the DNR urban forestry staff to the above specifications.
3. Planting: Nursery stock must be obtained from a dealer or grower licensed by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (WDATCP) in accordance with Wisconsin Statutes 94.10, or from a dealer or grower licensed or certified by the state where the nursery is located.
4. Planting: Nursery stock must be obtained from a dealer or grower licensed by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (WDATCP) in accordance with Wisconsin Statutes 94.10, or from a dealer or grower licensed or certified by the state where the nursery is located.
5. Planting: The GRANTEE shall provide maintenance on trees for a minimum of three years following planting.
6. Planting: The GRANTEE's Planting Plan is not to involve overrepresented genera including, but not limited to, maples. Overrepresented genera are those that comprise 10 percent or more of the GRANTEE's community urban tree canopy, based on the GRANTEE's tree inventory data or data available from the DEPARTMENT. Any exceptions must be pre-approved by DNR urban forestry staff.
7. Planting: Following tree planting, the GRANTEE shall provide the locations of the trees to the DEPARTMENT. Tree planting data must be in one of the file formats listed in the "Minimum Tree Inventory Attributes" document. Minimum attributes must also be collected for each tree. Those attributes are also listed in the above document. The data shall be submitted within 90 day of grant expiration. GRANTEE to ensure all work takes place within identified disadvantaged communities.
8. Proactive maintenance: Prior to any combination of pruning, removal and/or treatment, the GRANTEE agrees to provide to the DEPARTMENT, for review and approval, a plan that includes specifications and either site map(s) or a list of the trees to be pruned, removed and/or treated. GRANTEE to ensure all work takes place within identified disadvantaged communities.

9. Proactive maintenance: All tree care operations shall meet standards established in all parts of the most current editions of ANSI A300 American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices and ANSI Z133.1 American National Standard for Tree Care Operations - Pruning, Trimming, Repairing, Injections, Maintaining and Removing Trees and Cutting Brush - Safety Requirements. GRANTEE to ensure all work takes place within identified disadvantaged communities.

10. Education, information and outreach: The GRANTEE gives the DEPARTMENT permission to share products funded by this grant with other interested parties for instructional or educational purposes.

11. Education, information and outreach: The GRANTEE understands that education, information and outreach must benefit people from identified disadvantaged communities.

12. Education, information and outreach: Prior to purchase, printing, publication, or duplication, the GRANTEE agrees to provide to the DEPARTMENT, for review and approval, any/all public awareness or educational materials developed for the project. Specific materials include: educational tree labs for schools located within the designated Disadvantaged Areas

13. The GRANTEE agrees to ensure all work is conducted urban forestry settings. These may include cities, villages, and other areas of concentrated development. Traditional or conventional forestry is out of scope.

ATTACHMENT B: SOURCE OF FUNDS

Federal Award Identification Number: 23-DG-11094200-345

Federal Award Date: 08/22/2023

Assistance Listing #: 10.727 – Inflation Reduction Act Urban & Community Forestry Program Water

Federal Awarding Agency: U.S. Department of Agriculture, Forest Service (“Forest Service”)

Total Amount of the Federal Award: \$4,875,000

Amount of Federal Funds Obligated by this Award: See title page of grant agreement

Research & Development: No

Indirect Cost Rate: N/A

Awarding official at the Wisconsin Department of Natural Resources:

Carmen Hardin
Director, Bureau of Applied Forestry
Wisconsin Department of Natural Resources
DNRUrbanForestryGrants@wisconsin.gov

ATTACHMENT C: STATE GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Declining Award: The Grantee may decline the offer of financial assistance provided through this Agreement, in writing, at any time prior to the start of the Project Period and before expending any funds.
2. Amendments: Amendments to this Agreement shall be made in writing, dated, and signed by both parties prior to the end of the Project Period, except that adjustments to the scope of work that are requested by the Grantee may be granted to the Grantee by the Department in writing without the Grantee's signature.
3. Reimbursement of Funds to Department: The Grantee shall reimburse to the Department any disbursed funds which are determined by the Department to have been misused, misappropriated, or used to pay for ineligible expenses. Grantee shall reimburse the Department for any disbursed funds that have not been applied to an eligible expense of the Project within the Project Period of this Grant Agreement. The Department may also require reimbursement of funds if the Department determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after the Department gives written notice to Grantee. The State reserves the right to recover such funds by any legal means including litigation if necessary.
4. Suspension of Payments for Failure to Perform: The Department reserves the right to suspend or cease payment of Grant Award funds if required reports are not provided to the Department on a timely basis or if sufficient performance of grant activities is not evidenced. The Department further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports. Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.
5. Termination of Agreement: The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation. Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials.
6. Disclosure of State Public Officials and Employees: If a State public official as defined by Wis. Stat. § 19.42, or an organization in which a State public official or a member of the state public official's immediate family holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125. Grantee shall not engage the services of any person or persons now employed by Grantor, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the Grantor and the employer of such person or persons.
7. Severability: If any provision of this Grant Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Grant Agreement.
8. Survival of Requirements: Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Project Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.
9. Assignment of Agreement: Grantee shall not assign to a third party all or any part of its obligations or rights under this Grant Agreement without prior written approval of the Department.
10. Waiver: Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.
11. Choice of Law and Venue: This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement the IRA. In the event of a dispute, this Grant Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be the state and federal courts of Wisconsin.

ATTACHMENT D: FEDERAL COMPLIANCE REQUIREMENTS

The Grantee agrees to comply with all applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award. Such regulatory and statutory requirements include, but are not limited to:

1. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** The Grantee understands it is subject to and agrees to comply with the OMB guidance in subparts A through F of [2 CFR Part 200](#), Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as “Uniform Guidance”), as adopted and supplemented by the USDA in 2 CFR Part 400. The Grantee agrees to have an audit in accordance with Uniform Guidance if the Grantee expends \$750,000 or more in federal awards (this award plus any other federal awards) during the fiscal year.
2. **COPYRIGHTING.** Grantee is granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.
No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service and the Department each reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.
This provision includes:
 - a. The copyright in any work developed by Grantee under this award.
 - b. Any right of copyright to which Grantee purchase(s) ownership with any federal contributions.
3. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** Grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

4. **DEBARMENT AND SUSPENSION.** Grantee warrants and represents that Grantee and each of Grantee's employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, as required by 2 CFR Part 180. The Department reserves the right to terminate this Agreement if the Grantee or a sub-contractor is federally debarred or suspended. Grantee must complete form AD-1048 (Attachment E), Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions, and submit the form to the Department along with this signed Agreement. Grantee shall include a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 417, Subpart C, in any subsequent lower tier covered transactions.

Grantee also warrants and represents that it is not listed on the Wisconsin Department of Administration's Ineligible Vendors Directory.

5. **MEMBERS OF CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
6. **TRAFFICKING IN PERSONS.** [Applies to Grantees that are private entities, e.g., non-profits] Grantee and the Grantee's employees may not: (1) engage in severe forms of trafficking in persons during the period of time that the grant is in effect; (2) procure a commercial sex act during the period of time the grant is in effect; or (3) use forced labor in the performance of the grant. Any violations of this clause may result in immediate termination of this grant award. The Grantee shall inform the Department immediately of any information the Grantee receives from any source alleging a violation of the prohibitions in this section. See 2 CFR Part 175 for the full text of the requirement, including definitions of the terms used.
7. **PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.** The Grantee may not require its employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. The Grantee must notify its employees or contractors that any prohibitions and restrictions of any internal confidentiality agreements inconsistent with the terms of this provision, are no longer in effect. This provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
8. **ELIGIBLE WORKERS.** Grantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Grantee shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
9. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** The Grantee is responsible for compliance with the prohibition on obligating or expending grant funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services identified in 2 CFR 200.216 as a substantial or essential component of any system, or as critical technology as part of any system. See Public Law 115-232, Section 889 for additional information.

10. **WHISTLEBLOWER PROTECTIONS.** Grantee shall comply with the requirements of 41 U.S.C. § 4712 regarding whistleblower rights and remedies, which makes it illegal to discharge, demote, or otherwise discriminate or retaliate against a personal services contractor or an employee for making a protected whistleblower disclosure. Consistent with 41 U.S.C. § 4712(d), the Grantee shall inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. § 4712. Title 41 U.S.C. § 4712 includes the types of protected disclosures and information regarding the filing of complaints with the Office of Inspector General. The Grantee shall insert the substance of this clause in all contracts.

11. **CIVIL RIGHTS, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES AND ASSURANCE.** Grantee certifies that it will comply fully with all applicable civil rights statutes, implementing federal and USDA regulations, and executive orders. These include, but are not limited to, the following:
 - A. Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, et seq.), which prohibits age discrimination,
 - B. Equal Employment Opportunity, Executive Order 11246, which bars various types of discriminatory employment practices under grants for construction
 - C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), as supplemented by Executive Orders 11914 and 11250, which prohibits discrimination against persons with disabilities
 - D. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.), and the regulations of 7 CFR Part 15, Subpart A, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP)
 - E. Executive Order 13166 regarding LEP and access, as implemented by the USDA's guidance, available at: [Federal Register :: Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Persons With Limited English Proficiency](https://www.federalregister.gov/documents/2012/07/26/2012-15044/guidance-to-federal-financial-assistance-recipients-regarding-the-title-vi-prohibition-against-national-origin-discrimination-affecting-persons-with-limited-english-proficiency).
 - F. Rights of Religious Organizations, 7 CFR part 16.3(a)
 - G. Executive Order 13798 promoting free speech and religious freedom
 - H. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681-1683, and § 1685-1686) which prohibits sex discrimination in education programs or activities operated by entities receiving Federal financial assistance.

12. **"AND JUSTICE FOR ALL" POSTER.** Grantee shall print and display the "And Justice For All" USDA poster (AD-475A) in public reception areas or other areas visible to the public. The poster is currently available here: <https://www.usda.gov/sites/default/files/documents/JFAGreen508.pdf>

13. **CONFLICTS OF INTEREST.** Grantee agrees that has established safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Grantee further agrees that it will comply with 2 CFR §§ 200.112 and 400.2 and disclose in writing any potential conflicts of interest to the Department.

14. **LOBBYING.** [For grant awards exceeding \$100,000] The Grantee agrees and certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee shall notify the Department to complete a disclosure form to report lobbying. The undersigned shall require that the

language of this certification be included in the award documents for all sub-awards exceeding \$100,000 at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By: _____

Name: _____

Date: _____



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.