



OFFICE OF KIM TRUEBLOOD
COUNTY CLERK
MARATHON COUNTY



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.

ADJOURNED ORGANIZATIONAL MEETING –AGENDA

THE ADJOURNED ORGANIZATIONAL MEETING of the Marathon County Board of Supervisors, composed of thirty-eight (38) members, will convene at the Marathon County Courthouse, Assembly Room, 500 Forest Street, Wausau, on Tuesday, October 22, 2024, at 6:00 p.m. to consider the following matters:

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

A. OPENING OF SESSION:

1. Meeting called to order by County Board Chair at 6:00 p.m., the agenda being duly signed and posted
2. Pledge of Allegiance to the Flag Followed by a Moment of Silence/Reflection
3. Reading of Notice
4. Request for silencing cell phones and other electronic devices
5. Roll Call
6. Acknowledgment of visitors

B. EDUCATIONAL PRESENTATIONS AND REPORTS:

7. Standing Committee Chairs or Designees

C. CONSENT AGENDA:

8. Approval of minutes from the September 19, 2024 meeting
9. Referral of bills and communications to respective committees
10. Authorizing the Clerk to issue orders, bills, and claims from the last session through this session.
11. Appointments:
 - a) Local Emergency Planning Commission – Junior Chojnacki
12. Ordinances:
 - a) Environmental Resources Committee:
 1. Town of Elderon Rezone – Tim Vreeland for Keith Ziemba #O-37-24
 2. Town of Hull Rezone – Tim Vreeland for Mitch Gumz #O-38-24
 3. Town of Hull Rezone – Kris Schumacher for Leonard & Karen Riehle #O-39-24
 4. Amending Section 9.21 of the Marathon County General Code of Ordinances Relating to Disorderly Conduct to an Election Official #O-40-24
 5. Increase of Medical Examiner Fee as Permitted by State Law #O-42-24
13. Resolutions:
 - a) Executive Committee:
 1. Adoption of Public Participation Plan for Marathon County Comprehensive Plan 2026 Update #R-43-24
 - b) Extension, Education, and Economic Development Committee:
 1. Resolution Calling for State Elected Officials to Work Collaboratively to Address the Childcare Shortage in Wisconsin #R-44-24
 - c) Health and Human Services Committee:
 1. Resolution in Support of Operation Greenlight #R-45-24
 - d) Public Safety Committee:
 1. Resolution in Support of Marathon County District Attorney’s Office Request in Connection with the State of Wisconsin 2025-2027 Biennial Budget #R-51-24

D. APPOINTMENT:

14. Joint City of Wausau / Marathon County Homelessness Task Force

ORDINANCES

E. ENVIRONMENTAL RESOURCES COMMITTEE:

15. Town of Ringle Zoning Ordinance Amendment #O-36-24

F. EXECUTIVE COMMITTEE:

16. Adopting Marathon County Comprehensive Plan 2024 Amendment #O-42-24

RESOLUTIONS

G. HUMAN RESOURCES, FINANCE, and PROPERTY COMMITTEE:

17. Acceptance of Donation for Regional Forensic Science Center #R-46-24
18. Resolution Approving Sale of 405 S. 8th Avenue, Wausau, WI #R-47-24

H. HUMAN RESOURCES, FINANCE, AND PROPERTY COMMITTEE and EXECUTIVE COMMITTEE:

19. Resolution Approving the Broadband Expansion Loan Agreement #R-48-24

I. HUMAN RESOURCES, FINANCE, AND PROPERTY COMMITTEE and PUBLIC SAFETY COMMITTEE:

20. Resolution to Amend the 2024 Annual Budget to Accept Awarded Funds Under the 2024 Bureau of Justice Assistance Smart Prosecution Grant #R-49-24
21. Creation of 1.0 FTE Deputy Sheriff in the Marathon County Sheriff's Office to Provide Contracted Services for the Village of Rib Mountain #R-50-24

J. MISCELLANEOUS BUSINESS:

22. Announcements and/or requests
23. Move to adjourn

WITNESS: My signature this 22nd day of October, 2024

Kim Trueblood
Marathon County Clerk

NOTE: The next meeting of the County Board will be the Educational Meeting and Budget Public Hearing on **Friday, November 1, 2024 at 3:00 p.m.** The regular business meeting will be held **Tuesday, November 12, 2024** at 6:00 p.m. Both meetings will be held in the Assembly Room of the Courthouse and via WebEx.

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 715-261-1500 or e-mail countyclerk@co.marathon.wi.us one business day before the meeting.

NOTICE PROVIDED TO: County Board Members, Marathon County Departments
News Media, Posted on County Website: marathoncounty.gov

APPOINTMENT
Local Emergency Planning Committee

I, Lance Leonhard, Marathon County Administrator, do hereby upon approval of the Board of Supervisors, appoint the following to the Local Emergency Planning Committee for a two-year term to expire at the 2026 Organizational Meeting:

Florian (Junior) Chojnacki, Old Hwy 18, Custer, WI

DATED: October 22, 2024

Lance Leonhard
Marathon County Administrator

STATE OF WISCONSIN)
)SS.
COUNTY OF MARATHON)

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above appointment was confirmed by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held October 22, 2024.

S E A L

Kim Trueblood
Marathon County Clerk

**Marathon County
Administration**

Memo

To: Marathon County Board of Supervisors
From: Lance Leonhard
Date: September 15, 2024
Re: Appointment of Junior Chojnacki to Local Emergency Planning Committee (LEPC)

This brief memo is offered in support of my appointment of Junior Chojnacki to the Local Emergency Planning Committee (LEPC).

Per Marathon County Ordinance section 6.01(3), the LEPC must include at least one representative from each of the following groups: elected state or local officials; law enforcement, civil defense, firefighting, first aid, health, local environmental, hospital, and transportation personnel; broadcast and print media; community groups; owners and operators of facilities subject to the requirements of 42 USC §§ 11001 to 11050; a representative of Facilities and Capital Management Staff.

I believe that Mr. Chojnacki current employment—serving as the Manager of Safety & Security at North Central Health Care—makes him an appropriate selection to serve on the committee. Moreover, it should be noted that Mr. Chojnacki's predecessor at North Central Health Care previously served on the LEPC. Finally, as referenced in Mr. Chojnacki's application of interest, he has a significant background in both law enforcement and firefighting.

Given that Mr. Chojnacki's background and experience appear to satisfy the underlying membership intent expressed in the county ordinance and that the county would be well-served in having Mr. Chojnacki serve on the LEPC in light of his current role at North Central Health Care, I am offering Mr. Chojnacki for consideration relative to appointment to the LEPC.

Thank you for considering his appointment.



Lance Leonhard
County Administrator



Marathon County Citizen Participation Form

Thank you for your interest in becoming involved with Marathon County Boards Committees or Commissions. Placement based, in part, on your responses to the following questions; please provide us with some information to use when considering your appointment by completing the questions below. You are welcome to attach additional information such as your resume or vitae that may further support your appointment. For additional information, visit Marathon County's Web Site at <https://www.marathoncounty.gov/>. This form will remain on file for three years. A list of existing Boards, Commissions and Committees (including general information) can also be found on our website. Please consider becoming a part of this important Community Resource Group.

Contact Information

Date

9/13/2024

First Name *

Florian(Junior)

Last Name *

Chojnacki

Address: *

7146 Old Hwy 18

City: *

Custer

Zip Code: *

54423

Phone *

(715)482-0076

Email *

jchojnacki@norcen.org

Years as a Marathon County Resident *

0

Occupation/Employer, if applicable

Manager of Safety & Security at North Central Health Care.

Business Information

Business Name

North Central Health Care

Address:

2400 Marshall Street

City:

Wausau

Zip Code:

54403

Choose Boards/Commissions and/or Committee *

- | | |
|---|---|
| <input type="checkbox"/> Administrative Review Board | <input type="checkbox"/> Highway Safety Commission |
| <input type="checkbox"/> ADRC-CW Board | <input checked="" type="checkbox"/> Local Emergency Planning Committee |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Marathon County Land Information Council |
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Marathon County Park Commission |
| <input type="checkbox"/> Broadband Task Force | <input type="checkbox"/> Marathon County Public Library Board |
| <input type="checkbox"/> Central Wisconsin Airport Board | <input type="checkbox"/> Metallic Mining Committee |
| <input type="checkbox"/> Central WI Economic Development Board (CWED) | <input type="checkbox"/> North Central Community Services Program Board |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Rib Mountain Metro Sewerage District |
| <input type="checkbox"/> Community Action Program Board | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> County Forest Citizens' Advisory Sub-Committee | <input type="checkbox"/> Solid Waste Management Board |
| <input type="checkbox"/> Criminal Justice Coordinating Council | <input type="checkbox"/> Transportation Coordinating Committee |
| <input type="checkbox"/> Environmental Resources Committee (ERC) | <input type="checkbox"/> Veterans Service Commission |
| <input type="checkbox"/> WI Valley Library Service Board of Trustees | <input type="checkbox"/> Other <input type="text"/> |

For a thorough understanding of the objectives, membership, term, and duties of these groups, kindly refer to the Marathon County Ordinances, [Chapter 2, Section 2.05 and 2.06](#).

Why are you interested in serving on these particular Committees? *

The previous person who held my position was on the committee. I think being on the committee would be a great asset for the county and my organization.

What qualifications can you bring to these Committees? *

I have 22 years of law enforcement experience and 5 year of firefighter experience.

On what other Committee(s) are you currently serving, if any?

None.

Other Community Involvement

I am active in my community by coaching baseball and volunteering for different events in the community.

References(Please Include 3)

First Name *

Marnie

Last Name *

Bredlau

Address:

2400 Marshall Street

City:

Wausau

Zip Code:

54403

Phone *

[REDACTED]

Relationship to You *

HR Director

First Name *

Jeremy

Last Name *

Spencer

Address:

7252 6th Street

City:

Custer

Zip Code:

54423

Phone *

[REDACTED]

Relationship to You *

Fire Chief

First Name *

Brian

Last Name *

Higgins

Address:

7252 6th Street

City:

Custer

Zip Code:

54423

Phone *

[REDACTED]

Relationship to You *

Deputy Fire Chief

Additional Information

You are welcome to attach additional information such as your resume or vitae that may further support your appointment.

Attachment(s)

250 MB maximum file size

Signature *

Norian Chojnacki, Jr.

Please sign here:

APPOINTMENT
Joint City of Wausau / Marathon County Homelessness Task Force

I, Kurt Gibbs, Chairperson of the Marathon County Board of Supervisors, do hereby upon approval of the Board, appoint the following individuals as the Marathon County Board Representatives to the Homelessness Task Force for the initial term of 100 days and any potential renewal periods:

- Supervisor Ron Covelli (co-chair)
- Supervisor Bill Conway
- Business community leader representative – **Kent Olson** (Olson Tire and Auto Service)
- Local non-profit organizations serving the homeless population – **Diane Sennholz** (North Central Community Action Program)
- Faith-based organizations involved in homelessness initiatives – **Craig Vincent** (Bridge Street Mission)
- Mental health and substance abuse treatment providers – **Vicki Tylka** (North Central Health Care)
- Government agencies responsible for behavioral health services, law enforcement, and housing – **Matt Barnes** (City of Wausau Police Department)
- Homeless population advocate – **Beth Ann Richlen or her designee** (Wisconsin Judicare)

Mileage/expense reimbursement is allowed for meeting attendance, paid upon request.

Dated this 22nd day of October, 2024

Kurt Gibbs
County Board Chairperson

STATE OF WISCONSIN)
)SS.
COUNTY OF MARATHON)

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above appointments were confirmed by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held October 22, 2024.

Kim Trueblood
Marathon County Clerk

S E A L

ORDINANCE #O -36-24
Marathon County Rezone in the Town of Ringle

WHEREAS, Marathon County owns a parcel of land located adjacent to its Solid Waste Facility and more specifically identified as Parcel Identification Number 072-2809-233-0994 ("Parcel") which has hosted various activities and uses related to the byproduct(s) of solid waste from the adjoining land owned by Marathon County and utilized as a Solid Waste Facility; and

WHEREAS, the Marathon County Board of Supervisors on August 28, 1979, by Resolution No. 120 rezoned the Solid Waste Facility and the Parcel "for use as a county-wide landfill site and for no other purposes," and

WHEREAS, Marathon County desires to rezone the Parcel to more properly reflect the intended use of the Parcel by the County; and

WHEREAS, the Marathon County Board of Supervisors has been petitioned to amend the General Code of Ordinances for Marathon County Chapter 17 Zoning Code to zone lands from "for use as a county-wide landfill site and no other purposes" to H-I Heavy Industrial, described as Lot 1 of Certified Survey Map number 10013, Recorded in Volume 41 on Page 36, as document number 1122630, filed in the Marathon County Register of Deeds Office; Located in the Southwest ¼ of the Southwest ¼ of Section 23, Township 28 North, Range 9 East, Town of Ringle, Parcel Identification Number 072-2809-233-0994.

WHEREAS, the petition was referred to the Marathon County Environmental Resources Committee (the Committee) for public hearing; and

WHEREAS, the Committee, on due notice, conducted a public hearing thereon, pursuant to Section 59.69, Wisconsin Statutes on July 2, 2024, and October 1, 2024, to consider the petition to amend Chapter 17; and

WHEREAS, the Committee being duly informed of the facts pertinent to the changes proposed, having reviewed the staff report, hereby recommends the petition be GRANTED AS APPLIED FOR

NOW THEREFORE BE IT RESOLVED, the County Board of Supervisors of the County of Marathon does ordain as follows: The General Code of Ordinances for Marathon County Chapter 17 Zoning Code (and accompanying Zoning Map) is amended as stated above.

Dated this 1st day of October, 2024

Environmental Resources Committee

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary):

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, County Clerk

Kurt Gibbs, County Board Chair

ORDINANCE #O -37-24
Town of Elderon Rezone

WHEREAS, the Marathon County Board of Supervisors has been petitioned to amend the General Code of Ordinances for Marathon County Chapter 17 Zoning Code by Tim Vreeland on behalf of Nancy Fenske to amend the General Code of Ordinance for Marathon County Chapter 17 Zoning Code to rezone lands from G-A General Agriculture to R-E Rural Estate located in part of the Southeast ¼ of the Southeast ¼ of Section 22, Township 27 North, Range 10 East, Town of Elderon. Area to be rezoned to R-E Rural Estate is described as Lot 1 of the preliminary CSM. Parent Parcel #022-2710-224-0994.

WHEREAS, the petition was referred to the Marathon County Environmental Resources Committee (the Committee) for public hearing; and

WHEREAS, the Committee, on due notice, conducted a public hearing thereon, pursuant to Section 59.69, Wisconsin Statutes on October 1, 2024 to consider the petition to amend Chapter 17; and

WHEREAS, the Committee being duly informed of the facts pertinent to the changes proposed, having reviewed the staff report, and duly advised of the recommendations of the Town of Elderon hereby recommends the petition be GRANTED AS APPLIED FOR

NOW THEREFORE BE IT RESOLVED, the County Board of Supervisors of the County of Marathon does ordain as follows: The General Code of Ordinances for Marathon County Chapter 17 Zoning Code (and accompanying Zoning Map) is amended as stated above.

Environmental Resources Committee

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

Approved and adopted this _____ day of _____, 2024

Denied this _____ day of _____, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Attest:

Samantha Fenske, Finance Director
Approved as to Financial Impact (if necessary)

Kim Trueblood, Marathon County Clerk

Kurt Gibbs, County Board Chair

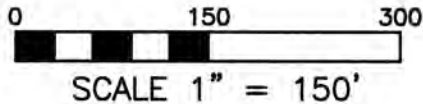
CERTIFIED SURVEY MAP

MARATHON COUNTY NO. _____

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 10 EAST,
TOWN OF ELDERON, MARATHON COUNTY, WISCONSIN.

VREELAND ASSOCIATES, INC.	
LAND SURVEYORS & ENGINEERS	
6103 DAWN STREET WESTON, WI. 54476	
PH (715) 241-0947	tim@vreelandassociates.us
PREPARED FOR: KYLE WILKOWSKI	
FILE #: 24-0323 FENSKE	
DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND	

SHEET 1 OF 2 SHEETS



LEGEND

- ⊙ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
- = 0.75" x 24" REBAR 1.502 POUNDS PER FOOT SET

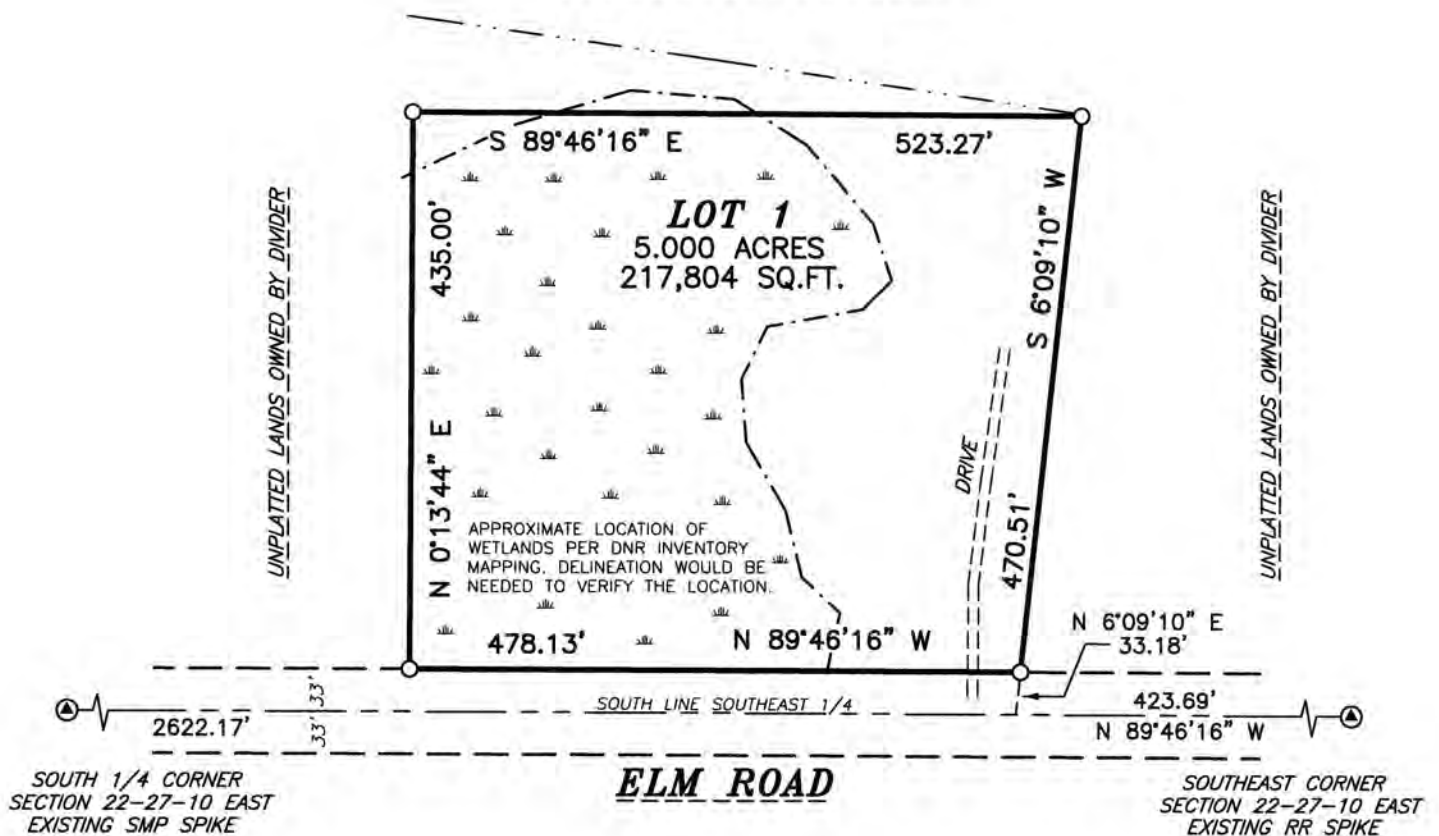
THIS MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPTING PUBLIC DEDICATION.

OWNER:
NANCY FENSKE



BEARINGS REFERENCED TO THE
SOUTH LINE OF THE SOUTHEAST 1/4
BEARING N 89°46'16" W PER
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)

UNPLATTED LANDS OWNED BY DIVIDER



CERTIFIED SURVEY MAP

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 10 EAST, TOWN OF ELDERON, MARATHON COUNTY, WISCONSIN.

SHEET 2 OF 2 SHEETS

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF KYLE WILKOWSKI, I SURVEYED, MAPPED AND DIVIDED THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 10 EAST, TOWN OF ELDERON, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N 89°46'16" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 423.69 FEET; THENCE N 6°09'10" E 33.18 FEET TO THE NORTH LINE OF ELM ROAD AND TO THE POINT OF BEGINNING; THENCE N 89°46'16" W ALONG THE NORTH LINE OF ELM ROAD 478.13 FEET; THENCE N 0°13'44" E 435.00 FEET; THENCE S 89°46'16" E 523.27 FEET; THENCE S 6°09'10" W 470.51 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND USE.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION AND THE CERTIFIED SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, MAPPING AND DIVIDING THE LANDS, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF MARATHON COUNTY AND THE TOWN OF ELDERON, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.




TIMOTHY G. VREELAND P.L.S. 2291

DATED THIS 17TH DAY OF JULY, 2024
SURVEY PERFORMED JULY 12TH, 2024

APPROVED FOR RECORDING UNDER
THE TERMS OF THE MARATHON
COUNTY LAND DIVISION REGULATIONS.

BY _____

DATE _____
MARATHON CO. CONSERVATION,
PLANNING & ZONING DEPT.
CPZ TRACKING NO. _____

STATE OF WISCONSIN)
MARATHON COUNTY)
TOWN OF ELDERON)

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Mary Ostrowski, Clerk of the Town of Elderon, Marathon County, State of Wisconsin, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of Elderon Town Board at a meeting held on the 6th day of August, 2024.

RESOLUTION

WHEREAS, Section 59.69(5)(e)3., Wisconsin Statutes, provides that if a town affected by a proposed amendment disapproves of the proposed amendment, the town board may file a certified copy of a resolution adopted by such board disapproving of the petition with the Environmental Resources Committee prior to, at or within ten (10) days after the public hearing, and

WHEREAS, if the town board of the town affected in the case of an ordinance relating to the location of boundaries of districts files such a resolution, the Environmental Resources Committee may not recommend to the County Board approval of the petition without change, but may only recommend approval with change or recommend disapproval.

NOW, THEREFORE BE IT RESOLVED that the Town of Elderon Town Board considered on the 6th day of August, 2024, the petition of Tim Vreeland on behalf of Nancy Fenske to amend the General Code of Ordinance for Marathon County Chapter 17 Zoning Code to rezone lands from G-A General Agriculture to R-E Rural Estate located in part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 27 North, Range 10 East, Town of Elderon. Area to be rezoned to R-E Rural Estate is described as Lot 1 of the preliminary CSM. Parent Parcel #022-2710-224-0994.

The Town of Elderon hereby has considered the following standards for rezoning above property (use additional sheets if necessary):

1) Has the applicant provided what public facilities and/or services currently serve the proposed development, what additional services may be required, and how the additional services will be provided?

No

Yes

Explain: No public facilities and/or services required

2) Has the applicant demonstrated how the provision of the public facilities will not be an unreasonable burden to local government?

No

Yes

Explain: No unreasonable burden

3) Has the applicant determined that the land is suitable for the development proposed? Explain.

No

Yes

Explain: Wetland of approx. 3 acres and 2 acres upland

4) Has the applicant demonstrated what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas? Explain.

No

Yes

Explain: No adverse effects

5) Is there any potential for conflict with existing land uses in the area?

No

Yes

Explain: No conflict

(OVER)

- 6) Has the applicant demonstrated the need for the proposed development at this location? Explain.
 No Yes Explain: future residential structure
-
- 7) Has the applicant demonstrated the availability of alternative locations? Be specific
 No Yes Explain: NO alternative
-
- 8) Is cropland is being consumed by this zone change? What is the productivity of the agricultural lands involved?
 No Yes Explain: _____
-
- 9) Has the applicant explained how the proposed development will be located to minimize the amount of agricultural land converted?
 No Yes Explain: NO ag land
-
- 10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.
 No Yes Explain: meets minimum 5 acre lot size as per comprehensive plan
-
- 11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?
 No Yes Explain: _____

The Town of Elderon recommends: **Approval** **Disapproval** of the amendment and/or zone change.

OR **Requests an Extension*** for the following reasons: _____

*Wis. Stats §59.69(5)(e), (3), and (3m) authorizes Towns to extend the time to disapprove a zone change for a total of thirty (30) days beyond the date of the public hearing. The extension must be by Town Board Resolution and remains in effect until the Town Board adopts a resolution rescinding the extension.

Clerk Mary Ostroshi
 Town Board Donald Aaronsen
Michael Reynolds
Craig Ostroshi

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before September 26, 2024 to:

Marathon County Conservation, Planning and Zoning Department
 210 River Drive
 Wausau, WI 54403

ORDINANCE #O -38-24

Town of Hull Rezone

WHEREAS, the Marathon County Board of Supervisors has been petitioned to amend the General Code of Ordinances for Marathon County Chapter 17 Zoning Code by Tim Vreeland on behalf of Mitch Gumz to amend the General Code of Ordinance of for Marathon County Chapter 17 Zoning Code to rezone lands from F-P Farmland Preservation to L-D-R Low Density Residential located in part of the Southeast ¼ of the Southwest ¼ of Section 10, Township 28 North, Range 2 East, Town of Hull. The area being rezoned from F-P Farmland Preservation to L-D-R Low Density Residential is described as Lot 1 of the preliminary CSM. Parent Parcel #044-2802-103-0995.

WHEREAS, the petition was referred to the Marathon County Environmental Resources Committee (the Committee) for public hearing; and

WHEREAS, the Committee, on due notice, conducted a public hearing thereon, pursuant to Section 59.69, Wisconsin Statutes on October 1, 2024 to consider the petition to amend Chapter 17; and

WHEREAS, the Committee being duly informed of the facts pertinent to the changes proposed, having reviewed the staff report, and duly advised of the recommendations of the Town of Hull hereby recommends the petition be GRANTED AS APPLIED FOR

NOW THEREFORE BE IT RESOLVED, the County Board of Supervisors of the County of Marathon does ordain as follows: The General Code of Ordinances for Marathon County Chapter 17 Zoning Code (and accompanying Zoning Map) is amended as stated above.

Dated this ____ day of _____, 2024

Environmental Resources Committee

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

Approved and adopted this _____ day of _____, 2024

Denied this _____ day of _____, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Attest:

Samantha Fenzke, Finance Director
Approved as to Financial Impact (if necessary)

Kim Trueblood, Marathon County Clerk

Kurt Gibbs, County Board Chair

CERTIFIED SURVEY MAP

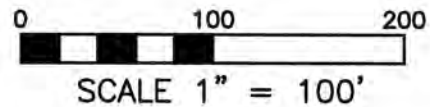
MARATHON COUNTY NO. _____

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 2 EAST,
TOWN OF HULL, MARATHON COUNTY, WISCONSIN.

VREELAND ASSOCIATES, INC.	
LAND SURVEYORS & ENGINEERS	
6103 DAWN STREET WESTON, WI. 54476	
PH (715) 241-0947 tim@vreelandassociates.us	
OWNER:	MITCH GUMZ
FILE #: 24-0305 GUMZ	
DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND	

SHEET 1 OF 2 SHEETS

BEARINGS REFERENCED TO THE
SOUTH LINE OF THE SOUTHWEST 1/4
BEARING N 88°31'15" W PER
WISCONSIN COUNTY COORDINATE SYSTEM
(MARATHON) NAD83 (2011)

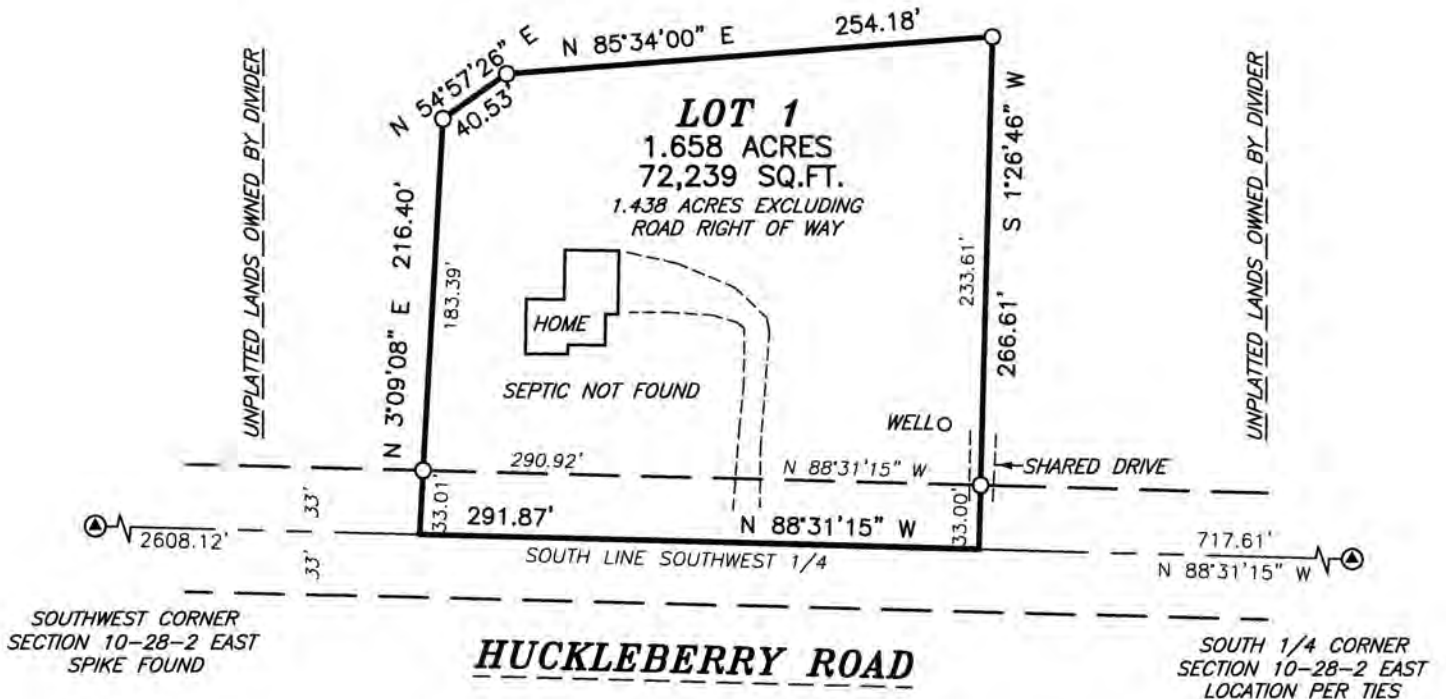


LEGEND

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UNPLATTED LANDS OWNED BY DIVIDER



CERTIFIED SURVEY MAP

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 2 EAST, TOWN OF HULL, MARATHON COUNTY, WISCONSIN.

SHEET 2 OF 2 SHEETS

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF MITCH GUMZ, I SURVEYED, MAPPED AND DIVIDED THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 2 EAST, TOWN OF HULL, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE N 88°31'15" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 717.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 88°31'15" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 291.87 FEET; THENCE N 3°09'08" E 216.40 FEET; THENCE N 54°57'26" E 40.53 FEET; THENCE N 85°34'00" E 254.18 FEET; THENCE S 1°26'46" W 266.61 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND USE.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION AND THE CERTIFIED SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, MAPPING AND DIVIDING THE LANDS, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF MARATHON COUNTY AND THE TOWN OF HULL, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.



DATED THIS 8TH DAY OF JULY, 2024
SURVEY PERFORMED JUNE 27TH, 2024

TIMOTHY G. VREELAND P.L.S. 2291

APPROVED FOR RECORDING UNDER
THE TERMS OF THE MARATHON
COUNTY LAND DIVISION REGULATIONS.

BY _____

DATE _____
MARATHON CO. CONSERVATION,
PLANNING & ZONING DEPT.
CPZ TRACKING NO. _____

STATE OF WISCONSIN)
MARATHON COUNTY)
TOWN OF HULL)

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Jenny Reynolds, Clerk of the Town of Hull, Marathon County, State of Wisconsin, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of Hull Town Board at a meeting held on the 12th day of August, 2024.

RESOLUTION

WHEREAS, Section 59.69(5)(e)3., Wisconsin Statutes, provides that if a town affected by a proposed amendment disapproves of the proposed amendment, the town board may file a certified copy of a resolution adopted by such board disapproving of the petition with the Environmental Resources Committee prior to, at or within ten (10) days after the public hearing, and

WHEREAS, if the town board of the town affected in the case of an ordinance relating to the location of boundaries of districts files such a resolution, the Environmental Resources Committee may not recommend to the County Board approval of the petition without change, but may only recommend approval with change or recommend disapproval.

NOW, THEREFORE BE IT RESOLVED that the Town of Hull Town Board considered on the 12th day of August, 2024, petition by Tim Vreeland on behalf of Mitch Gumz to amend the General Code of Ordinance of for Marathon County Chapter 17 Zoning Code to rezone lands from F-P Farmland Preservation to L-D-R Low Density Residential located in part of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 28 North, Range 2 East, Town of Hull. The area being rezoned from F-P Farmland Preservation to L-D-R Low Density Residential is described as Lot 1 of the preliminary CSM. Parent Parcel #044-2802-103-0995.

The Town of Hull hereby has considered the following standards for rezoning above property (*use additional sheets if necessary*):

- 1) **Has the applicant provided what public facilities and/or services currently serve the proposed development, what additional services may be required, and how the additional services will be provided?**
 No Yes Explain: _____

- 2) **Has the applicant demonstrated how the provision of the public facilities will not be an unreasonable burden to local government?**
 No Yes Explain: _____

- 3) **Has the applicant determined that the land is suitable for the development proposed? Explain.**
 No Yes Explain: _____

- 4) **Has the applicant demonstrated what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas? Explain.**
 No Yes Explain: _____

- 5) **Is there any potential for conflict with existing land uses in the area?**
 No Yes Explain: _____

(OVER)

- 6) Has the applicant demonstrated the need for the proposed development at this location? Explain.
 No Yes Explain: _____
- 7) Has the applicant demonstrated the availability of alternative locations? Be specific
 No Yes Explain: _____
- 8) Is cropland is being consumed by this zone change? What is the productivity of the agricultural lands involved?
 No Yes Explain: _____
- 9) Has the applicant explained how the proposed development will be located to minimize the amount of agricultural land converted?
 No Yes Explain: _____
- 10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.
 No Yes Explain: _____
- 11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?
 No Yes Explain: _____

The Town of Hull recommends: Approval Disapproval of the amendment and/or zone change.

OR Requests an Extension* for the following reasons: _____

*Wis. Stats §59.69(5)(e), (3), and (3m) authorizes Towns to extend the time to disapprove a zone change for a total of thirty (30) days beyond the date of the public hearing. The extension must be by Town Board Resolution and remains in effect until the Town Board adopts a resolution rescinding the extension.

Clerk Jenny Reynolds Jenny Reynolds
 Town Board Jordan Reynolds
Leah R. Has

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before September 20, 2024 to:

Marathon County Conservation, Planning and Zoning Department
 210 River Drive
 Wausau, WI 54403

ORDINANCE #O -39-24
Town of Hull Rezone

WHEREAS, the Marathon County Board of Supervisors has been petitioned to amend the General Code of Ordinances for Marathon County Chapter 17 Zoning Code by petition of Kristopher Schumacher on behalf of Leonard and Karen Riehle to amend the General Code of Ordinance for Marathon County Chapter 17 Zoning Code to rezone lands from F-P Farmland Preservation to R-R Rural Residential, located in part of the Northwest ¼ of the Southwest ¼ of Section 25, Township 28 North, Range 2 East, Town of Hull. Area to be rezoned from F-P Farmland Preservation to R-R Rural Residential is described as Lot 1 of the preliminary CSM. Parent Parcel #044-2802-253-0998.

WHEREAS, the petition was referred to the Marathon County Environmental Resources Committee (the Committee) for public hearing; and

WHEREAS, the Committee, on due notice, conducted a public hearing thereon, pursuant to Section 59.69, Wisconsin Statutes on October 1, 2024 to consider the petition to amend Chapter 17; and

WHEREAS, the Committee being duly informed of the facts pertinent to the changes proposed, having reviewed the staff report, and duly advised of the recommendations of the Town of Hull hereby recommends the petition be GRANTED AS APPLIED FOR

NOW THEREFORE BE IT RESOLVED, the County Board of Supervisors of the County of Marathon does ordain as follows: The General Code of Ordinances for Marathon County Chapter 17 Zoning Code (and accompanying Zoning Map) is amended as stated above.

Dated this ____ day of _____, 2024

Environmental Resources Committee

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

Approved and adopted this _____ day of _____, 2024

Denied this _____ day of _____, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Attest:

Samantha Fenzke, Finance Director
Approved as to Financial Impact (if necessary)

Kim Trueblood, Marathon County Clerk

Kurt Gibbs, County Board Chair

PREPARED FOR:
LEONARD & KAREN RIEHLE
102048 ELDERBERRY ROAD
COLBY, WI 54421



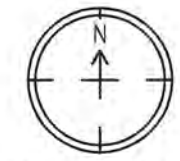
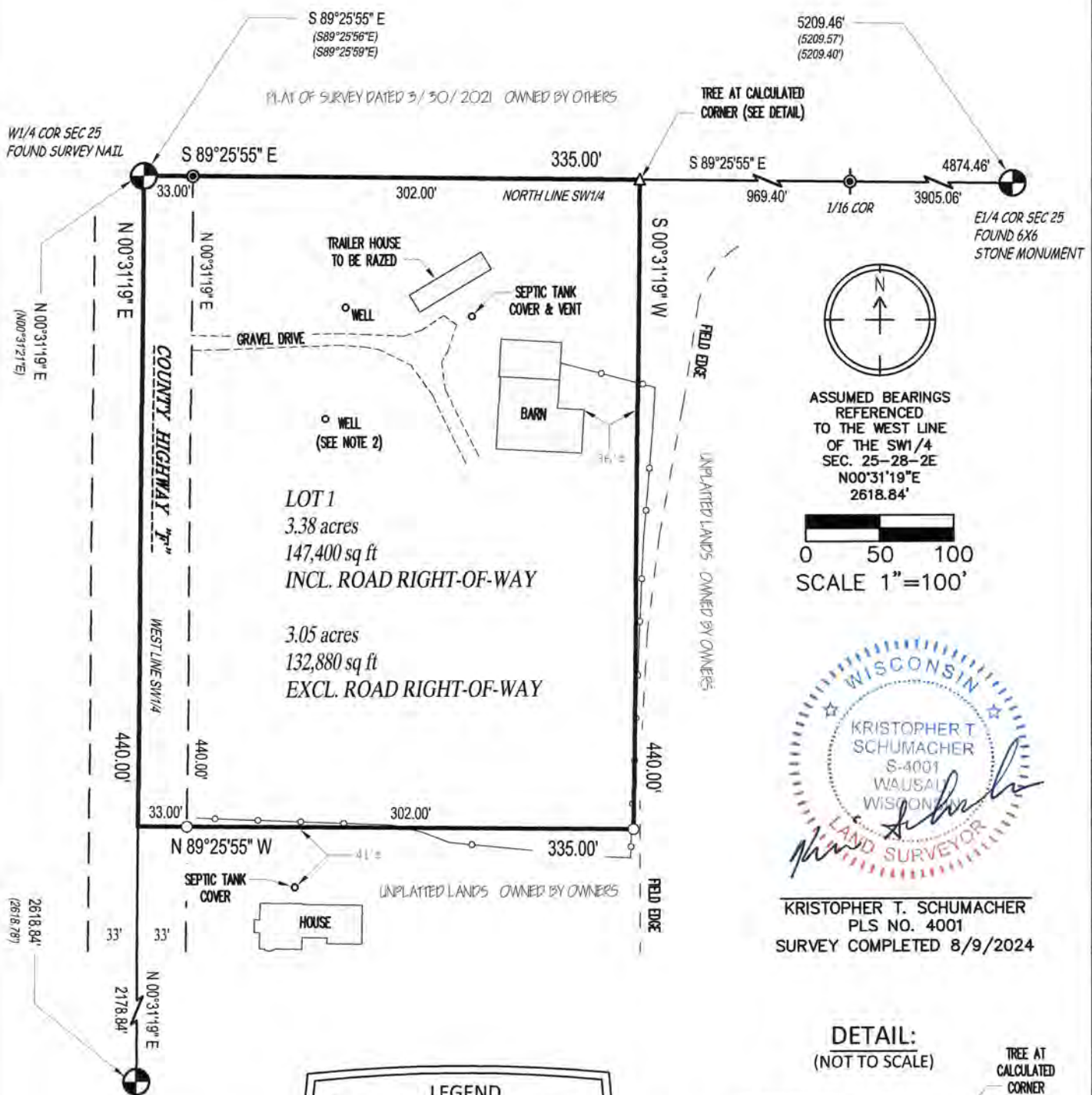
KRISTOPHER SCHUMACHER
OWNER
235619 N. 108TH AVE.
WAUSAU WI 54401
PHONE: 715-679-0575
KRIS@WILANDSURVEY.COM

PROJECT: RiehleLeonardCSM
THIS DRAWING AND ALL INFORMATION CONTAINED THEREIN IS THE PROPERTY OF SCHUMACHER LAND SURVEYING AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.

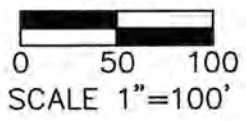
DRAWN BY: KTS
SHEET 1 OF 2
FIELD COMPLETE
Date: 8/8/24

MARATHON COUNTY CERTIFIED SURVEY MAP NO. _____ DOC. _____

PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 28 NORTH, RANGE 2 EAST, TOWN OF HULL, MARATHON COUNTY, WISCONSIN



ASSUMED BEARINGS REFERENCED TO THE WEST LINE OF THE SW1/4 SEC. 25-28-2E N00°31'19"E 2618.84'

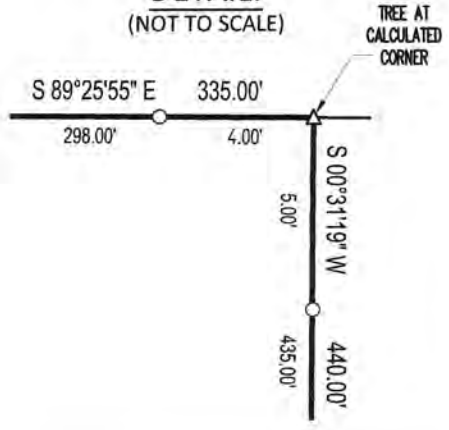


KRISTOPHER T. SCHUMACHER
PLS NO. 4001
SURVEY COMPLETED 8/9/2024

LEGEND

- ⊕ SECTION/QUARTER CORNER
- 1.25" O.D. X 18" IRON PIPE SET WEIGHING 1.68 LBS/LIN. FT.
- EXISTING 1.25" O.D. IRON PIPE
- △ CALCULATED CORNER
- () RECORDED AS
- RIGHT OF WAY
- FENCE LINE

DETAIL:
(NOT TO SCALE)



PREPARED FOR:
LEONARD & KAREN RIEHLE
102048 ELDERBERRY ROAD
COLBY, WI 54421



KRISTOPHER SCHUMACHER
OWNER
235619 N. 108TH AVE.
WAUSAU WI 54401
PHONE: 715-679-0575
KRIS@WILANDSURVEY.COM

PROJECT: RiehleLeonardCSM
THIS DRAWING AND ALL INFORMATION CONTAINED THEREON IS THE PROPERTY OF SCHUMACHER LAND SURVEYING AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.

DRAWN BY: KTS
SHEET 2 OF 2
FIELD COMPLETE
Date: 8/8/24

MARATHON COUNTY CERTIFIED SURVEY MAP NO. _____ DOC. _____

PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 28 NORTH, RANGE 2 EAST, TOWN OF HULL, MARATHON COUNTY, WISCONSIN

SURVEYOR NOTES:

1. THE 66' WIDE RIGHT-OF-WAY FOR "COUNTY HIGHWAY F" WAS ESTABLISHED CENTERED ON THE SECTION LINE PER COUNTY HIGHWAY PLANS FROM 1954.
2. THE SOUTH WELL OF LOT 1 OF THIS SURVEY MAP SERVES THE HOUSE AND BARN ON LOT 1 AS WELL AS THE HOUSE TO THE SOUTH OF LOT 1. EACH HOUSE HAS ITS OWN SEPTIC TANK.
3. THIS SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP. THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPTING PUBLIC DEDICATION.

APPROVED FOR RECORDING UNDER THE TERMS OF THE MARATHON CO. LAND DIVISION REGULATIONS.

BY _____

DATE _____
MARATHON CO. CONSERVATION,
PLANNING AND ZONING DEPT.
CPZ TRACKING# _____

SURVEYOR CERTIFICATE

I, KRISTOPHER T. SCHUMACHER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED AT THE DIRECTION OF LEONARD AND KAREN RIEHLE, OWNERS, PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 28 NORTH, RANGE 2 EAST, TOWN OF HULL, MARATHON COUNTY, WISCONSIN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 25; THENCE S89°25'55"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4, 335.00 FEET; THENCE S00°31'19"W, PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4, 440.00 FEET; THENCE N89°25'55"W, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4, 335.00 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4; THENCE N00°31'19"E, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, 440.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAYS OF RECORD AND IS SUBJECT TO THE PUBLIC RIGHT-OF-WAY KNOWN AS "COUNTY HIGHWAY F" OVER THE WEST 33.00 FEET THEREOF.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, CHAPTER A-E7 OF THE WISCONSIN ADMINISTRATIVE CODE, THE LAND DIVISION REGULATIONS OF THE COUNTY OF MARATHON AND THE TOWN OF HULL IN SURVEYING, DIVIDING, AND MAPPING THE SAME. THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



KRISTOPHER T. SCHUMACHER
PLS NO. 4001
SURVEY COMPLETED 8/9/2024

STATE OF WISCONSIN)
MARATHON COUNTY)
TOWN OF HULL)

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Jenny Reynolds, Clerk of the Town of Hull, Marathon County, State of Wisconsin, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of Hull Town Board at a meeting held on the 10th day of September, 2024.

RESOLUTION

WHEREAS, Section 59.69(5)(e)3., Wisconsin Statutes, provides that if a town affected by a proposed amendment disapproves of the proposed amendment, the town board may file a certified copy of a resolution adopted by such board disapproving of the petition with the Environmental Resources Committee prior to, at or within ten (10) days after the public hearing, and

WHEREAS, if the town board of the town affected in the case of an ordinance relating to the location of boundaries of districts files such a resolution, the Environmental Resources Committee may not recommend to the County Board approval of the petition without change, but may only recommend approval with change or recommend disapproval.

NOW, THEREFORE BE IT RESOLVED that the Town of Hull Town Board considered on the 10th day of September, 2024, petition by Kristopher Schumacher on behalf of Leonard and Karen Riehle to amend the General Code of Ordinance for Marathon County Chapter 17 Zoning Code to rezone lands from F-P Farmland Preservation to R-R Rural Residential, located in part of the Northwest ¼ of the Southwest ¼ of Section 25, Township 28 North, Range 2 East, Town of Hull. Area to be rezoned from F-P Farmland Preservation to R-R Rural Residential is described as Lot 1 of the preliminary CSM. Parent Parcel #044-2802-253-0998.

The Town of Hull hereby has considered the following standards for rezoning above property (*use additional sheets if necessary*);

- 1) **Has the applicant provided what public facilities and/or services currently serve the proposed development, what additional services may be required, and how the additional services will be provided?**
 No Yes Explain: _____

- 2) **Has the applicant demonstrated how the provision of the public facilities will not be an unreasonable burden to local government?**
 No Yes Explain: _____

- 3) **Has the applicant determined that the land is suitable for the development proposed? Explain.**
 No Yes Explain: _____

- 4) **Has the applicant demonstrated what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas? Explain.**
 No Yes Explain: _____

- 5) **Is there any potential for conflict with existing land uses in the area?**
 No Yes Explain: _____

(OVER)

- 6) Has the applicant demonstrated the need for the proposed development at this location? Explain.
 No Yes Explain: _____
- 7) Has the applicant demonstrated the availability of alternative locations? Be specific
 No Yes Explain: _____
- 8) Is cropland is being consumed by this zone change? What is the productivity of the agricultural lands involved?
 No Yes Explain: _____
- 9) Has the applicant explained how the proposed development will be located to minimize the amount of agricultural land converted?
 No Yes Explain: _____
- 10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.
 No Yes Explain: _____
- 11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?
 No Yes Explain: _____

The Town of Hull recommends: **Approval** **Disapproval** of the amendment and/or zone change.

OR **Requests an Extension*** for the following reasons: _____

*Wis. Stats §59.69(5)(e), (3), and (3m) authorizes Towns to extend the time to disapprove a zone change for a total of thirty (30) days beyond the date of the public hearing. The extension must be by Town Board Resolution and remains in effect until the Town Board adopts a resolution rescinding the extension.

Clerk *Jessie Regulla* Clerk
Town Board *[Signature]* Chairman
Brent Poloda Supervisor
David J. [Signature]

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before September 20, 2024 to:

Marathon County Conservation, Planning and Zoning Department
210 River Drive
Wausau, WI 54403

ORDINANCE #O-40-24

AMENDING SECTION 9.21 OF THE MARATHON COUNTY GENERAL CODE OF ORDINANCES, RELATING TO DISORDERLY CONDUCT TO AN ELECTION OFFICIAL

WHEREAS, Chapter 9 of the General Code of Ordinances for Marathon County sets forth regulations related to maintaining public peace and good order within the County; and

WHEREAS, Wis. Stat. §§ 59.54(6) and (22) authorize Marathon County to enact and enforce ordinances to preserve the public peace and good order within the County, including ordinances prohibiting conduct that is the same as or similar to conduct prohibited in the criminal code of the State of Wisconsin; and

WHEREAS, on September 10, 2024, the Public Safety Committee directed Marathon County staff to draft an ordinance substantially similar to Dane County Ordinance 34.01, which addresses disorderly conduct against an election official; and

WHEREAS, on October 8, 2024, the Public Safety Committee recommended that the Marathon County Board of Supervisors amend Section 9.21 of the Marathon County General Code of Ordinances as follows:

9.21 Disorderly Conduct

- 1) No person shall, in a public or private place, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.
- 2) Any person who engages in conduct prohibited in subsection (1) above directed towards an election official, as defined by Wis. Stat. § 5.02(4e), is subject to a forfeiture of between \$500 to \$1000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Marathon does hereby ordain as follows:

To amend Section 9.21 of the Marathon County General Code of Ordinances, as follows in the interests of maintaining public peace and good order in the County:

9.21 Disorderly Conduct

- 1) No person shall, in a public or private place, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.
- 2) Any person who engages in conduct prohibited in subsection (1) above directed towards an election official, as defined by Wis. Stat. § 5.02(4e), is subject to a forfeiture of \$500 to \$1000.

BE IT FURTHER RESOLVED that the ordinance shall take effect upon passage and publication as required by law.

PUBLIC SAFETY COMMITTEE

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

SEAL

Approved as to Form:

Attest:

Michael Puerner, Corporation Counsel

Kim Trueblood, County Clerk

Approved as to Financial Impact (if necessary):

Samantha Fenske, Finance Director

Kurt Gibbs, County Board Chair

ORDINANCE O-41-24

ADOPTING MARATHON COUNTY COMPREHENSIVE PLAN 2024 AMENDMENT

WHEREAS, sec. 66.1001(4), Wis. Stats., establishes the required procedure for a local government to adopt or amend a comprehensive plan, and Sec. 66.1001(2) identifies the required elements to be addressed; and

WHEREAS, the Comprehensive Plan may be used as the basis for, among other things, updating the zoning ordinance, recommending infrastructure improvements, establishing policy for County action regarding elements in the plan; and as a guide for approving or disapproving actions affecting growth and development under the jurisdiction of Marathon County; and

WHEREAS, this Comprehensive Plan Update may from time to time be amended, extended, or added to in greater detail; and

WHEREAS, The Marathon County Comprehensive Plan 2024 Amendment was necessary to meet WI Department of Agriculture, Trade, and Consumer Protection (DATCP) requirements to fully adopt and incorporate the updated 2024-2033 Marathon County Farmland Preservation Plan and maintain Marathon County’s participation in the Farmland Preservation Program tax credits; and

WHEREAS, on October 1, 2024, the Environmental Resources Committee held a Class 1 public hearing on the Marathon County Comprehensive Plan 2024 Amendment, with notice in compliance with the requirements of sec. 66.1001(4)(d) Wis. Stats.; and

WHEREAS, on October 1, 2024, the Environmental Resources Committee adopted a resolution recommending County Board adoption of the 2024 Comprehensive Plan Update; and

WHEREAS, on October 22, 2024, the County Board voted to approve/amend the 2016 Comprehensive Plan, as set forth in the Attachment, repealing and recreating Chapter 26 of the General Code of Ordinances with the Marathon County Comprehensive Plan 2024 Amendment.

NOW, THEREFORE BE IT ORDAINED AND RESOLVED, by the County Board of Supervisors of the County of Marathon that Chapter 26 of the General Code of Ordinances entitled Marathon County Comprehensive Plan Update is hereby repealed and recreated pursuant to the Attachment; and

BE IT FURTHER ORDAINED AND RESOLVED that said ordinance shall take effect upon passage and publication as required by law.

EXECUTIVE COMMITTEE

Committee of Origin

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

Attest:

Michael Puerner, Corporation Counsel

Kim Trueblood, Marathon County Clerk

Approved as to Financial Impact (if necessary)

Samantha Fenske, Finance Director

Kurt Gibbs, County Board Chair

TO: Marathon County Municipal Officials, Non-Metallic Mine Operators, & Other Interested Stakeholders

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

RE: Marathon County Comprehensive Plan 2024 Amendment

DATE: August 8, 2024



In accordance with Wis. Stat. § 66.1001(4), this memorandum serves to inform you of proposed amendments to Marathon County's 2016 Comprehensive Plan.

Marathon County is amending specific areas of the *Marathon County Comprehensive Plan 2016* to meet WI Department of Agriculture, Trade and Consumer Protection (DATCP) requirements for the updated *2024-2033 Marathon County Farmland Preservation Plan*. These amendments are necessary to ensure that participating landowners continue to receive program benefits through the WI Farmland Preservation Program.

The full list of amendments is provided at the end of this memo. The amendments are limited to only those strictly necessary to incorporate the *2024-2033 Marathon County Farmland Preservation Plan* into the county's Comprehensive Plan. A comprehensive update to the entire plan will commence later this year, with opportunities for public input and comments throughout 2025.

How to Review the Amendments

- Online at <https://www.marathoncounty.gov/about-us/comprehensive-plan>
- At the reference desk of any branch of the Marathon County Public Libraries, beginning the week of August 12th. For locations and hours, visit: <https://mcpl.us/about/locations/> or call 715-261-7200.

Additionally, we invite you to provide input and public comment on the proposed amendments through any of the opportunities listed below:

Comprehensive Plan Open House:

Date: Tuesday, September 17, 2024
Time: 3:00 PM – 6:00 PM
Location: 210 River Drive., Wausau, WI 54403

Comments may be submitted in writing or via email through September 30, 2024. All comments will be shared at the Public Hearing held on October 1, 2024.

To submit comments in writing:

Mail to:

Conservation, Planning, & Zoning
Attn: Laurie Miskimins
210 River Drive
Wausau, WI 54403

Or email: laurie.miskimins@co.marathon.wi.us; Please include *2024 Comprehensive Plan Amendment* in the subject.

Environmental Resources Committee Public Hearing:

Date: Tuesday, October 1, 2024

Time: 3:00 PM

Location: Marathon County Courthouse Assembly Room, 500 Forest Street, Wausau, WI 54403.

Signing up for Public Comment:

Anyone wishing to sign-up for Public Comment at the Tuesday, October 1, 2024, Environmental Resources Committee Public Hearing can do so by calling: Nicole Delonay @ 715-261-6022, or sign-up in person at the Courthouse no later than five minutes before the start of the meeting.

Please Note: Any person who wishes to address the County Board, or one of its committees, during the "Public Comment" portion of meetings, must provide his or her name and address in writing, 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. The topic must be relevant to the committee's area of jurisdiction.

MARATHON COUNTY COMPREHENSIVE PLAN 2024 ADMENDMENT
Necessary to Meet DATCP Requirements and
Incorporate the Updated *2024-2033 Marathon County Farmland Preservation Plan*

Page Numbers refer to document page, not PDF Page

Cover Page: Revise Title: *Marathon County Comprehensive Plan 2024 Amendment*

Second Page:

- Add Committee Members and Staff for 2024 Amendment
- Provide explanation of what has been updated in the 2024 version and why.

Ordinance Page: Add 2024 Ordinance.

Table of Contents: Add “Appendix” and *2024-2033 Marathon County Farmland Preservation Plan*

Throughout: Update Footers.

Back of Cover Page: Update date.

Chapter 1

Page 1, Last Paragraph: Remove 2006 (Insert 2016). This would be a required change as the sentence refers to the adoption of our Comprehensive Plan. Essentially it is a statement of the effective date.

Chapter 5

Page 55, Last Paragraph: Replace 2013 with 2024

Page 56, Paragraph 5: Update dollar amounts and agreement length. The program now allows:

“Within Marathon County, eligible landowners may collect \$10.00 per acre per year if in an area planned and zoned for farmland preservation, or in an area planned for farmland preservation and also designated as an Agricultural Enterprise Area where the landowner signs a 10-year farmland preservation agreement contract. Eligible landowners may collect \$12.50 per acre per year if in an area both planned and zoned for farmland preservation and also designated as an Agricultural Enterprise Area where the landowner signs a 10-year farmland preservation agreement contract.

Page 56, Paragraph 6: Remove 1 acre – Insert 2 acres.

Page 62, Paragraph 4: Strike “eight” and insert “seven” / Remove “Day” and insert “Stettin”.

Chapter 6

Page 67, Paragraph 5: Delete “2010” and Insert 2021 and Delete (2010-2020)

Chapter 9

Page 107, Paragraph 5, Bullet 2: Change the date to 2024.

Page 111, Paragraph 3: Delete “2013” and insert “2024”. Revise third and second to last sentence to convey correctly what is in Map 9-4 and the FPP.

Plan Maps & Appendix

Replace Map 9-4.

Insert *2024-2033 Marathon County Farmland Preservation Plan* as an Appendix A.



NOTICE OF PUBLIC HEARING MARATHON COUNTY, WISCONSIN



The Marathon County Environmental Resources Committee will hold a public hearing on **Tuesday, October 1, 2024, at 3 PM** in the Marathon County Courthouse - Assembly Room, to consider amending specific areas of the 2016 Comprehensive Plan necessary to meet Department of Agriculture, Trade and Consumer Protection (DATCP) requirements for incorporating the updated Farmland Preservation Plan.

How to Review the Amendments

- Online at www.marathoncounty.gov/CompPlan
- At Marathon County Public Library branches. For locations and hours, visit: www.marathoncounty.gov/mcpl or call 715-261-7200
- At Marathon County Conservation, Planning, and Zoning Department (CPZ)
210 River Drive, Wausau, WI 54403

SCAN HERE



How to Submit Comments

- **In writing to:** Marathon County CPZ, Attention: Laurie Miskimins, 210 River Drive, Wausau, WI 54403
- **By email to:** laurie.miskimins@co.marathon.wi.us
- **During Open House:** **Tuesday, September 17, 2024; 3 PM - 6 PM** @ 210 River Dr., Wausau, WI 54403

All comments will be forwarded to the Environmental Resources Committee for their consideration. All interested persons wishing to provide testimony during the October 1 Public Hearing will be given an opportunity to do so.

ORDINANCE #O-42-24

INCREASE OF MEDICAL EXAMINER FEE AS PERMITTED BY STATE LAW

WHEREAS, Wisconsin Statute Section 979.10 requires medical examiners to issue a cremation authorization when families choose cremation as the final disposition for their loved one; and

WHEREAS, Wisconsin Administrative Code Section DHS 135.07 requires the issuance of a disinterment permit by a medical examiner prior to any disinterment taking place within a county; and

WHEREAS, Wis. Stat. § 59.36 permits a county board to set the fees for services rendered by the county's medical examiner in an amount that is reasonably related to the actual and necessary cost of providing the service; and

WHEREAS, Wis. Stat. § 59.38(1) requires a county medical examiner to collect, for all services performed, all fees that the medical examiner is entitled by law to receive; and

WHEREAS, in 2015, the Marathon County Board of Supervisors approved a cremation authorization and disinterment permit fee increase from \$175 to \$250; and

WHEREAS, in 2016, the Wisconsin Legislature passed 2015 Wisconsin Act 336, which limited the ability of county medical examiner officers to increase fees beyond the December-to-December consumer price index annual increase; and

WHEREAS, since 2015, the cremation authorization and disinterment permit fees have not been significantly increased, except for the statutorily capped December-to-December consumer price index annual increase last implemented in March 2023, but which increases have not kept pace with the substantial rise in the costs of services provided by the Medical Examiner's Office.

WHEREAS, on October 9, 2024, the Public Safety Committee forwarded to the County Board of Supervisors a recommendation to increase fees collected by the Medical Examiner's Office as follows:

Cremation Authorization fee: increase from \$266.25 to \$275
Disinterment Permit fee: increase from \$266.25 to \$275

WHEREAS, this proposed increase is consistent with the December-to-December consumer price index annual increase. This proposed increase is estimated to produce an additional \$9,400 in departmental revenue and is based on the 4-year average of cremation authorizations by the Medical Examiner's Office.

WHEREAS, the proposed fee increase amounts are reasonably related to the actual and necessary cost of providing Medical Examiner services.

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED that the Board of Supervisors of the County of Marathon does hereby approve the following fee increases within the Medical Examiner's Office:

Cremation Authorization fee: increase from \$266.25 to \$275
Disinterment Permit fee: increase from \$266.25 to \$275

NOW, THEREFORE, BE IT FURTHER ORDAINED AND RESOLVED that Section 5.30(1) of the Marathon County General Code of Ordinances is amended as follows:

Sec. 5.30. - Medical examiner fees.

(1) Wis. Statute sections 59.38(1), 59.36 and 69.18(2)(d)2., establish the authority of the Marathon County Board to establish fees for services of the Medical Examiner's Office. Fees shall be established as follows:

(b) Cremation Authorization Fee: \$275

(c) Disinterment Permit: \$275

Dated this 22nd day of October, 2024

PUBLIC SAFETY COMMITTEE

Fiscal Impact: This ordinance is estimated to produce an additional \$9,400 in revenue.

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary):

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, County Clerk

Kurt Gibbs, County Board Chair

Medical Examiner Fee Structure Evaluation

Background

In Wisconsin, **State Statute 979.10** requires that coroners and medical examiners issue a cremation authorization when families choose cremation as the final disposition for their loved one. To do so, they must view the decedent and personally inquire into the cause and manner of death. In addition, **Department of Health Services Chapter 135.07** specifies that no human remains that are buried may be disturbed, transported, or reinterred without a disinterment permit issued by a coroner or medical examiner in the county where the disinterment is taking place.

Wisconsin State Statutes 59.38(1), 59.36, and 18(2)(d)2 grant the authority to the Marathon County Board of Supervisors to establish fees for services provided by the Medical Examiner's Office, including cremation authorization and disinterment fees.

In 2015, the Marathon County Board of Supervisors approved an increase in the cremation authorization and disinterment permit fee from \$175 to \$250. In 2016, the Board approved the creation of a \$100 fee for signing death certificates. However, in April 2016, **Wisconsin Act 336, 2015 Assembly Bill 662** was enacted, limiting the ability of coroners and medical examiner offices to raise fees beyond the annual consumer price index (CPI) increase, and prohibiting the creation of new fees. The legislation was backdated to 2015, forcing Marathon County to abolish the death certificate signing fee and preventing the establishment of additional fees beyond those for cremation authorization and disinterment permits.

In March 2023, the Marathon County Board of Supervisors approved an increase in the cremation authorization fee from \$250 to \$266.25, based on a 6.5% CPI increase.

Request

The Medical Examiner's Office is requesting that the Marathon County Board of Supervisors approve an increase in the Medical Examiner fee structure, pursuant to Wisconsin Statutes 59.38(1), 59.36, and 18(2)(d)2, as follows:

Cremation Authorization fee: \$275

Disinterment Permit fee: \$275

The fee increase is based on the allowable consumer price index from December 2022 to December 2023 of 3.4%.

It is estimated that the proposed fee increase will generate an additional \$9,400 in annual departmental revenue. This estimate is based on a four-year average of cremation authorizations (4,779 total, averaging 1,194 per year), with the understanding that 10% of fees are waived annually due to financial hardship, stillbirths, and child deaths.

The Medical Examiner's Office is also requesting that the County Board of Supervisors conduct an annual review of the fee structure once the December-to-December consumer price index for the previous year is released.

Reasoning

According to the U.S. Bureau of Labor Statistics, inflation increased by 3.4% from 2022 to 2023, which is the maximum allowable fee adjustment under state statute limitations. Due to these limitations, there are no other financial avenues to generate additional revenue within our current office structure.

The costs of daily operations, including staffing expenses, have risen within our department and are expected to continue increasing in 2025 with the transition of services to the Regional Forensic Science Center. This year, departmental staffing increased due to a position transitioning from 0.7 FTE to 0.8 FTE, with the role further expanding to 1.0 FTE in 2025 as part of the preparations for the Regional Forensic Science Center.

Lastly, cremation as a final disposition has grown in popularity over the years. According to the National Funeral Directors Association, in 2021, cremation accounted for 59.0% of all dispositions. The most recent statistics show that by 2023, this rate had increased to 60.6%. This rise in popularity will continue to increase our department's workload.

Resolution # R-43-24

**ESTABLISHING PUBLIC PARTICIPATION PROCEDURES
FOR THE MARATHON COUNTY COMPREHENSIVE PLAN 2026 UPDATE**

WHEREAS, the County of Marathon has decided to prepare a County Comprehensive Plan 2026 Update under the authority of and procedures established by §59.69(2) and (3), Wisconsin Statutes; and

WHEREAS, §66.1001(4)(a) Wisconsin Statutes, requires that the governing body of the local governmental unit shall adopt written procedures designed to foster public participation at every stage of the county development plan preparation, and that such written procedures shall provide for wide distribution of proposed, alternative or amended elements of the development plan, an opportunity for written comments on the development plan to be submitted by the public, and a process for the governing body to respond to such comments; and

WHEREAS, the County Board of Supervisors of the County of Marathon has designated the Marathon County Executive Committee as the oversight committee for the purposes of drafting a proposed updated Comprehensive Plan 2026 Update for Marathon County; and

WHEREAS, the Marathon County Executive Committee have received, reviewed, and recommended approval of the *Public Participation Plan for the Marathon County Comprehensive Plan 2026 Update*; and

WHEREAS, the County of Marathon believes that regular, meaningful public involvement in the County Comprehensive Plan development process is important to assure that the resulting plan meets the wishes and expectations of the public.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Marathon hereby resolve and ordain as follows: to approve the written procedures included in the *Public Participation Plan for the Marathon County Comprehensive Plan 2026 Update* as its public participation procedures meeting the requirements of §66.1001(4)(a), Wisconsin Statutes.

EXECUTIVE COMMITTEE

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary)

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, Marathon County Clerk

Kurt Gibbs, County Board Chair

Fiscal Impact: This Resolution will have no fiscal impact as this is a part of the Comprehensive Plan 2026 Update process previously budgeted.

MARATHON COUNTY
CONSERVATION, PLANNING, & ZONING DEPARTMENT

PUBLIC PARTICIPATION PLAN

**MARATHON COUNTY COMPREHENSIVE PLAN
2026 UPDATE**

INSERT DATE OF ADOPTION



**MARATHON
COUNTY**

DRAFT
Marathon County Comprehensive Plan 2026 Update
Public Participation Plan

CONTACTS

All questions, comments or requests for documents and services may be directed via phone, fax, e-mail or in person to:

Laurie Miskimins, Director
Marathon County Conservation, Planning and Zoning
Phone: 715-261-6024
E-mail: laurie.miskimins@marathoncounty.gov

or

Jeffrey M. Pritchard, Senior Planner
Phone: 715-261-6042
E-mail: jeff.pritchard@marathoncounty.gov

At: Marathon County Conservation, Planning & Zoning Department
210 River Drive, Wausau, WI 54403-5449

Documents, meeting minutes and agendas and other information may also be obtained on the County's website at: www.marathoncounty.gov.

Marathon County Comprehensive Plan 2026 Update Public Participation Plan

Prepared for:

Marathon County Citizens
Marathon County Executive Committee,
Marathon County Board of Supervisors
and
Participating Municipal Town Boards, Village Boards, City Councils and Plan Commissioners

Plan Development Oversight Group (Executive Committee)

Kurt Gibbs, Chair	Chris Dickinson, Vice-Chair
John Robinson	Matt Bootz
Randy Fifrick	Brent Jacobson
Jacob Langenhahn	Stacey Morache
Al Drabek	Jennifer Aarrestad

Project Staff

Laurie Miskimins, Marathon County Conservation, Planning, Zoning & Planning, Director
Aaron Anklam, MC CPZ Transportation Planner
Jeff Pritchard, MC CPZ Senior Planner
Preston Vande Voort, MC CPZ GIS Coordinator
Dennis Lawrence, North Central Wisconsin Regional Planning Commission (NCWRPC), Director

Standing Committees

Environmental Resources Committee

Jacob Langenhahn, Chairperson
Mike Ritter, Vice-Chair
Randy DeBroux
Al Drabek
John Kroll
Jay Schoenborn
Rick Seefeldt
Kim Ungerer
Marilyn Bhend (Towns and Villages Association)
Tom Mueller (Farming Representative)

Executive Committee

Kurt Gibbs, Chairperson
Chris Dickinson, Vice-Chair
John Robinson
Randy Fifrick
Jacob Langenhahn
Matt Bootz
Brent Jacobson
Stacey Morache
Jennifer Aarrestad

Health and Human Services Committee

Matt Bootz, Chairperson
Jennifer Aarrestad, Vice-Chair
Bill Conway
Ron Covelli
Chantelle Foote
Randy Radtke
Yee Leng Xiong

Human Resources, Finance and Property Committee

John Robinson, Chairperson
Gayle Marshall, Vice-Chair
Kurt Gibbs
Kody Hart
Ann Lemmer
Scott Poole
Jordan Reynolds

Extension, Education and Economic Development Committee

Stacey Morache, Chairperson
Randy Fifrick, Vice Chair
Wayne Hagen
Ann Lemmer
Tom Rosenberg
Rick Seefeldt
Kim Ungerer

Infrastructure Committee

Randy Fifrick, Chairperson
Chris Dickinson, Vice-Chair
Gary Gisselman
Jasper Hartinger
Brandon Jensen
Tom Seubert
Chris Voll

Public Safety Committee

Brent Jacobson, Chairperson
Jean Maszk, Vice-Chair
Deb Hoppa
Al Opall
Tim Sondelski
Jason Wilhelm
Yee Leng Xiong

MARATHON COUNTY COMPREHENSIVE PLAN 2026 UPDATE PUBLIC PARTICIPATION PLAN

INTRODUCTION

Marathon County's Public Participation Plan forms the basic framework for achieving an interactive dialogue between local decision makers, County staff, key stakeholders and the citizens of Marathon County. As Marathon County seeks to be a preferred place to live, work, visit and do business – a greater level of public involvement is necessary to ensure that public concerns and aspirations are clearly understood and incorporated into the plan. The public participation procedures must provide for a broad dissemination of proposals and alternatives, public meetings after effective notice, opportunity for written comments, communications programs, information services, provision for open discussion and consideration of and response to public comments.

Marathon County will develop a comprehensive plan in accordance in Section 66.1001 of the Wisconsin Statutes to guide the physical, social and economic development and to promote more informed decision-making.

The following Public Participation Plan has been developed by the Conservation, Planning & Zoning Department (CPZ) to foster internal input from various county staff, departments and committees and external public participation in accordance to Section 66.1001(4)(a) of the Wisconsin Statutes.

OBJECTIVES FOR PUBLIC INVOLVEMENT

The following levels of public involvement identifies the general public and governmental interaction in order to achieve specific outcomes and objectives in terms of promoting public awareness, education, input, interaction and partnership that Marathon County would like to implement throughout the development of the Marathon County Comprehensive Plan.

PUBLIC PARTICIPATION PROCESS

Internal Input Process

Plan Development Oversight Group: The Plan Development Oversight Group will be comprised of the Executive Committee and will design a process which includes the appropriate Standing Committee for each of the topical areas to be addressed in the Comprehensive Plan. The Plan Development Oversight Group has the responsibility of providing background information, a proposed vision, for each of the ten topical areas. The Plan Development Oversight Group will be supported by Standing Committees, Department Heads expertise, and staff from NCWRPC, UW-Extension and Marathon County.

Standing Committees: These Committees include the following:

- Environmental Resources Committee
- Executive Committee
- Extension, Education & Economic Development Committee
- Health & Human Services Committee
- Human Resources, Finance & Property Committee
- Infrastructure Committee
- Public Safety Committee

Under the direction of the Plan Development Oversight Group, each Standing Committee will address the following questions:

- What does a preferred place to live look like?
- What does a preferred place to work look like?
- What does a preferred place to visit look like?
- What does a preferred place to do business look like?

Each Standing Committee with the assistance of CPZ staff will identify trends, assets, challenges and opportunities facing Marathon County.

Department Head Expertise Group & CPZ staff: The Department Heads and CPZ staff will provide expertise, data, data analysis, studies, etc., to support the Plan Development Oversight Group. The department heads will assist the Plan Development Oversight Group in identifying opportunities, assets, challenges and trends, policy options, and action step options. The department head expertise group will be supported by Marathon County CPZ and NCWRPC staff.

Marathon County Department Head Group Input

This process will focus on Visioning with various county department heads related to determining the issues facing each department and determining how the county meets the goal of being the healthiest, safest and most prosperous county. There will be regular Department Head meeting updates and possible special meetings with county departments to keep all county departments aware of status, plan, and data needs. These meetings with the Department Heads Group will help to determine the following:

- How do existing/future department programs fit into the 10 Comprehensive Planning Themes?
- What are the trends impacting your department and how will these trends impact our ability to deliver services between now and in the next 20 years?
- How do these identified trends shape or inform the 10 themes?
- Identify how existing/future department programs fit into the 10 Comprehensive Planning Themes.

- Identify trends in your department related to trends in other departments.
- Critical issues facing Marathon County in the next 20 years.
- What is the County's role in influencing or impacting these critical issues?
- Discuss critical issues and county role – similarities/areas needing clarity.
- Identify department primary issues. What are the actions we need to do to address these Primary Issues?
- Identify key actions or strategies each department would implement in the next 5 years to begin addressing the Primary Issues, and
- Identify gaps in policy, services, resources and expertise to implement key actions and strategies in order to accomplish the County's mission.

As Department Heads work through chapters related to their area of expertise, and prior to those chapters coming to the Executive Committee for discussion, the Department Heads will take their respective chapters to the Standing Committee who has oversight of their work for discussion and input.

External (Public) Input Process

Marathon County will foster public participation through the efforts as identified by the following:

During the county-wide comprehensive plan process, every effort will be made to ensure that public meetings are held at one or more public locations, central and convenient to all citizens of Marathon County.

Existing Community Input Data: CPZ will incorporate survey data from the LIFE Report survey, (conducted every 2 years). As identified, other community-wide survey data may be incorporated. Note: Survey data specific to focus areas or elements of the plan will also be reviewed as appropriate to each of those chapters.

Public meetings: Two rounds of 3 regional open house sessions, 6 meetings in total, will be held with local governments, plan commissions, general-public and other groups in the county. These may be held at local Marathon County Library locations or other public facilities throughout the county. **The second round of meetings will take place prior to the Community Survey to ensure that initial feedback on the goals and objectives is gathered prior to asking the community to rank priorities.**

Updates to Municipal Officials: Regular updates to municipal officials **will be conducted via email and/or memorandum** to ensure they know when upcoming opportunities to participate in the Comprehensive Plan update will be taking place. **Municipal officials are one of the strongest**

links to citizens in Marathon County. As such, they will be asked to assist by informing their residents and constituents when opportunities to give public input are taking place.

Community Opinion Survey: Following the development of updated goals and objectives a community survey will be made available to 1) Give feedback on how reflective the goals are of the Marathon community; and 2) Rank priorities of goals and objectives to better inform Strategic Plan development. The survey will strive to gain participants from a cross-section of the county that includes a variety of demographic and geographic locations throughout the county. Additionally, the municipality officials from the Cities, Villages, and Towns in Marathon County will be surveyed.

Website: Public participation information will be posted on the County's website to inform and receive input from residents that may not be able to attend public meetings and hearings. CPZ will use the County's *Comprehensive Plan* webpage for public access to information related to the plan. All information prepared as part of this planning process will be posted. A comment area will also be included to seek citizen input.

Public Meeting – Session 1 (Inform):

Public participation goal

The purpose of the first public meeting is to inform the public, local governments and various groups of what the comprehensive plan addresses and the process for the update. The public participation goal at this stage is to provide the public with balanced and objective information to assist them in understanding the problems, alternatives, opportunities and/or solutions the County faces; and what is the County's role in influencing or impacting these critical issues. CPZ will also discuss the Comprehensive Plan during the Eastern and Western Towns Associations meetings.

Public Meeting – Session 2 (Consult):

Public participation goal

The intent of the second round of public meeting is to obtain public feedback on analysis, alternatives and/or decisions confronting Marathon County, **and hear initial feedback on the goals and objectives identified in the updated Comprehensive Plan, to determine if they are reflective of the Marathon community.**

Meeting/Hearing Notices

Meeting Notices: Official meeting notices will be prepared for any public meeting or hearing conducted pertaining to the Countywide Comprehensive Plan process. All public hearings held by the County and local plan commissions must comply with applicable notice requirements of

the Wisconsin Open Meetings Law. At a minimum, the requirements of Section 19.31 pertaining to public meetings and notification will be met.

Hearing Notices: Marathon County will place legal notices of hearings in the County's official paper, currently the Wausau Daily Herald. Hearing notices will also be placed in other local papers throughout the county as related to the geographic area affected. These may include but are not limited to the Record Review, Wausau City Pages, **Wausau Pilot and Review**, Wittenberg and Marshfield News Herald. Hearing notices will be published as required by state law and County/Municipality policy.

All government units must place a Class 1 notice at least 30 days prior to a hearing for comprehensive plan adoption or amendments (Section 985.07 and 985.01(1), and Section **66.1011(4)(d)**, Wisconsin Statutes.) A class 1 notice is one newspaper publication at least one week before the act or event (Section 985.07 and 085.01(1), Wisconsin Statutes.

The following information should be included in any notice:

- **Name of the government body that will meet.**
- **Date, time and place of the hearing.**
- **A summary, which may include a map, of the proposed comprehensive plan or amendment to such a plan.**
- **The name of an individual employed by the local governmental unit who may provide additional information regarding the proposed ordinance.**
- **Information relating to where and when the proposed comprehensive plan or amendment to such a plan may be inspected before the hearing, and how a copy of the plan or amendment may be obtained.**

Comprehensive Plan Adoption Process

PROCEDURES FOR ADOPTING COMPREHENSIVE PLANS. A local governmental unit shall comply with all of the following before its comprehensive plan may take effect:

(a) The governing body of a local governmental unit shall adopt written procedures that are designed to foster public participation, including open discussion, communication programs, information services, and public meetings for which advance notice has been provided, in every stage of the preparation of a comprehensive plan. The written procedures shall provide for wide distribution of proposed, alternative, or amended elements of a comprehensive plan and shall provide an opportunity for written comments on the plan to be submitted by members of the public to the governing body and for the governing body to respond to such written comments. The written procedures shall describe the methods the governing body of a local governmental unit will use to distribute proposed, alternative, or amended elements of a comprehensive plan to owners of property, or to persons who have a leasehold interest in property pursuant to which the

persons may extract nonmetallic mineral resources in or on property, in which the allowable use or intensity of use of the property is changed by the comprehensive plan.

(b) The plan commission or other body of a local governmental unit that is authorized to prepare or amend a comprehensive plan may recommend the adoption or amendment of a comprehensive plan only by adopting a resolution by a majority vote of the entire commission. The vote shall be recorded in the official minutes of the plan commission or other body. The resolution shall refer to maps and other descriptive materials that relate to one or more elements of a comprehensive plan. One copy of an adopted comprehensive plan, or of an amendment to such a plan, shall be sent to all of the following:

1. Every governmental body that is located in whole or in part within the boundaries of the local governmental unit.
2. The clerk of every local governmental unit that is adjacent to the local governmental unit that is the subject of the plan that is adopted or amended as described in par. (b) (intro.).
4. After September 1, 2005, the department of administration.
5. The regional planning commission in which the local governmental unit is located.
6. The public library that serves the area in which the local governmental unit is located.

(c) No comprehensive plan that is recommended for adoption or amendment under par. (b) may take effect until the political subdivision enacts an ordinance or the regional planning commission adopts a resolution that adopts the plan or amendment. The political subdivision may not enact an ordinance or the regional planning commission may not adopt a resolution under this paragraph unless the comprehensive plan contains all of the elements specified in sub. (2). An ordinance may be enacted or a resolution may be adopted under this paragraph only by a majority vote of the members-elect, as defined in s. 59.001 (2m), of the governing body. One copy of a comprehensive plan enacted or adopted under this paragraph shall be sent to all of the entities specified under par. (b).

(d) No political subdivision may enact an ordinance or no regional planning commission may adopt a resolution under par. (c) unless the political subdivision or regional planning commission holds at least one public hearing at which the proposed ordinance or resolution is discussed. That hearing must be preceded by a class 1 notice under Ch. 985 that is published at least 30 days before the hearing is held. The political subdivision or regional planning commission may also provide notice of the hearing by any other means it considers appropriate. The class 1 notice shall contain at least the following information:

1. The date, time and place of the hearing.

2. A summary, which may include a map, of the proposed comprehensive plan or amendment to such a plan.

3. The name of an individual employed by the local governmental unit who may provide additional information regarding the proposed ordinance.

4. Information relating to where and when the proposed comprehensive plan or amendment to such a plan may be inspected before the hearing, and how a copy of the plan or amendment may be obtained.

(e) At least 30 days before the hearing described in par. (d) is held, a local governmental unit shall provide written notice to all of the following:

1. An operator who has obtained, or made application for, a permit that is described under s. 295.12 (3) (d).

2. A person who has registered a marketable nonmetallic mineral deposit under s. 295.20.

3. Any other property owner or leaseholder who has an interest in property pursuant to which the person may extract nonmetallic mineral resources, if the property owner or leaseholder requests in writing that the local governmental unit provide the property owner or leaseholder notice of the hearing described in par. (d).

(f) A political subdivision shall maintain a list of persons who submit a written request to receive notice of any proposed ordinance, described under par. (c), that affects the allowable use of the property owned by the person. At least 30 days before the hearing described in par. (d) is held a political subdivision shall provide written notice, including a copy of the proposed ordinance, to all such persons. The notice shall be by mail or in any reasonable form that is agreed to by the person and the political subdivision. The political subdivision may charge each person on the list who receives a notice a fee that does not exceed the approximate cost of providing the notice to the person.

(5) APPLICABILITY OF A REGIONAL PLANNING COMMISSION'S PLAN. A regional planning commission's comprehensive plan is only advisory in its applicability to a political subdivision and a political subdivision's comprehensive plan.

(6) COMPREHENSIVE PLAN MAY TAKE EFFECT. Notwithstanding sub. (4), a comprehensive plan, or an amendment of a comprehensive plan, may take effect even if a local governmental unit fails to provide the notice that is required under sub. (4) (e) or (f), unless the local governmental unit intentionally fails to provide the notice.

A municipality has the authority under s. 236.45 (2) to impose a temporary town-wide prohibition on land division while developing a comprehensive plan under this section.

Wisconsin Realtors Association v. Town of West Point, 2008 WI App 40, 309 Wis. 2d 199, 747 N.W.2d 681, 06-2761.

The use of the word "coordination" in various statutes dealing with municipal planning does not by itself authorize towns to invoke a power of "coordination" that would impose affirmative duties upon certain municipalities that are in addition to any other obligations that are imposed under those statutes. With respect to the development of and amendment of comprehensive plans, s. 66.1001 is to be followed by the local governmental units and political subdivisions identified in that section. OAG 3-10.

DRAFT

RESOLUTION # R-44-24

RESOLUTION CALLING FOR STATE ELECTED OFFICIALS TO WORK COLLABORATIVELY TO ADDRESS THE CHILDCARE SHORTAGE IN WISCONSIN

WHEREAS, Wisconsin families rely on access to high-quality, affordable childcare to support their workforce participation and economic well-being; and

WHEREAS, the State of Wisconsin has seen a significant reduction in the number of childcare providers over the past decade, with Marathon County experiencing the closure of over 50% of its regulated childcare programs between 2012 and 2022, contributing to a crisis of childcare availability and affordability for working families; and

WHEREAS, the Child Care Counts program has provided essential support to Wisconsin's childcare sector, helping providers remain operational and easing the financial burden on working parents, particularly during the COVID-19 pandemic; and

WHEREAS, the long-term sustainability of programs like Child Care Counts, as well as innovative initiatives such as Project Growth's *Partner Up* program, which enables employers to share childcare costs with the state, is critical for maintaining affordable childcare options; and

WHEREAS, many families continue to struggle with the high cost of childcare, which can exceed 25% of a family's income, far beyond the federal government's recommendation of no more than 7% of income; and

WHEREAS, access to affordable and quality childcare is directly linked to workforce retention and economic productivity, as illustrated by personal accounts from Wisconsin families, such as those benefitting from Child Care Counts and *Good Start Grants* administered by agencies like Childcaring Inc.; and

WHEREAS, the Marathon County Board of Supervisors has recognized the acute and critical need relative to child care to support our local economy, allocating \$200,000 of funding to support the education and continued employment of early childhood educators by action in September 2024; and

WHEREAS, the Marathon County Board of Supervisors recognizes that continued direct funding allocations from county governments are not a sustainable solution to this challenge, particularly in light of existing revenue limitation; and

WHEREAS, it is imperative that the State of Wisconsin prioritize childcare as a central component of its economic recovery and development plans, and that solutions be developed through a collaborative, bipartisan state government effort that offers opportunities for engagement by local municipalities and public and private sector partners.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Marathon does hereby call upon the Governor of the State of Wisconsin and the Wisconsin State Legislature to work collaboratively to implement long-term, sustainable solutions that address the childcare shortage throughout the state, ensuring that Wisconsin families have access to the quality, affordable childcare necessary for economic stability and growth; and

BE IT FURTHER RESOLVED that the County Administrator is hereby instructed to submit this resolution to Marathon County legislators, the Governor of the State of Wisconsin, the Wisconsin Counties Association, and any other relevant bodies.

Dated this 22nd day of October, 2024.

MARATHON COUNTY BOARD OF SUPERVISORS

Fiscal Impact: None

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary)

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, Marathon County Clerk

RESOLUTION #R-45-24

SUPPORTING OPERATION GREENLIGHT FOR VETERANS

WHEREAS, the residents of Marathon County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our county and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Marathon County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability, and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes, and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Marathon County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted;

NOW THEREFORE BE IT RESOLVED, with designation as a Green Light for Veterans County, Marathon County hereby declares from October 22 through Veterans Day, November 11, 2024, as a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service;

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Marathon County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place or business or residence from November 4 through November 11, 2024.

Dated this 22nd day of October, 2024

HEALTH AND HUMAN SERVICES COMMITTEE

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary)

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, Marathon County Clerk

JOIN OPERATION GREEN LIGHT FOR VETERANS



America's counties have a long and proud history of serving our nation's veterans, a legacy that continues to this day as we work with our federal, state and local partners to ensure that the former service members in our communities have access to the resources they need to thrive.

This coming Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invite the nation's 3,069 counties, parishes and boroughs to **join Operation Green Light and show support for veterans by lighting our buildings green from November 4 to November 11**. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

HOW TO JOIN

- Visit www.naco.org/operationgreenlight to access the Operation Green Light for Veterans County Toolkit.
- Use the County Toolkit template to pass a resolution declaring your county's participation in Operation Green Light for Veterans.
- Coordinate with your county Director of Facilities or Building & Grounds to light municipal buildings in green. Options include using projections, flood lights or green filters for existing lights.
- Use the templates and social media resources in the County Toolkit to promote the campaign to local press, businesses, county residents and Members of Congress.
- Upload details about your county's participation through the form included in the County Toolkit.
- Encourage individuals, businesses and community partners to show support by turning on a green light from November 4 to November 11!
- Support veterans year-round by purchasing supplies from veteran-owned businesses on Amazon Business at www.amazon.com/veteran-owned.

*Scan the QR code for more
about Operation Green Light,
including a county toolkit.*



AMAZON IS PROUD TO SUPPORT OPERATION GREEN LIGHT

Amazon values the unique skills and experience that the military community brings, and we surpassed our 2021 pledge to hire 100,000 veterans and military spouses by 2024.

Military Community Outreach

We are committed to supporting the military community around the world by leveraging our diverse resources and technology to solve critical problems. We focus on supporting disabled veterans, providing mental health and suicide prevention resources, empowering military families and addressing urgent needs like homelessness and food insecurity.

World-Class Veteran & Military Spouse Recruiting

Veterans and military spouses in your community can learn more about career opportunities at Amazon by visiting our military-specific landing page, where they can attend Global Military Affairs webinars to engage with recruiters directly, and search for jobs tailored to their experiences. Visit amazon.jobs/en/military to learn more.

Corporate Leader In Veteran & Military Spouse Retention

We offer extensive resources to assist our veteran employees in their transition from the military, including our Military Mentoring Program, a network of support and tailored training experiences, and a wide array of resources and tools to empower veteran career success.

COUNTIES MATTER FOR VETERANS

County Veteran Service Officers (CVSOs) in 29 states are responsible for successfully processing more than \$52 billion in compensation, pension, health care and other benefits for veterans each year.

Counties across the nation operate Veterans Treatment Courts, through which we can connect justice-involved veterans with programs and benefits that can treat underlying mental health and substance abuse conditions.

Counties support veterans' access to stable housing, employment and education and critical mental health services that treat trauma and prevent suicide.

660 NORTH CAPITOL STREET, NW
SUITE 400 • WASHINGTON, D.C. 20001
202.393.6226 • WWW.NACo.ORG

Scan the QR code for more about
Operation Green Light, including a county toolkit.



RESOLUTION #R-46-24

Resolution to Accept \$1,000,000.00 Grant for Regional Forensic Science Center

WHEREAS, the Marathon County Board of Supervisors has previously taken action to study the creation of a Forensic Science Center in Marathon County that would provide forensic autopsy services, most directly through the creation of the Morgue Task Force; and

WHEREAS, the Marathon County Board of Supervisors previously authorized the allocation of American Rescue Plan Act funds in an amount not to exceed \$2,000,000.00 to serve as a portion of the funding plan for a Regional Forensic Science Center; and

WHEREAS, state funding for a Regional Forensic Science Center was awarded by the Wisconsin Legislature as a part of the state's budget process, in the amount of \$7 million in matching funds; and

WHEREAS, federal funding for a Regional Forensic Science Center was awarded by Congress as part of the Congressionally Directed Spending program, in the amount of \$2 million; and

WHEREAS, staff were directed to seek outside funding through grants, securing approximately \$1,812,785 in additional funding for the project; and

WHEREAS, in December of 2023, the Marathon County Board of Supervisors authorized, via Resolution 76-23, that the construction of the Regional Forensic Science Center move forward should bids be received within the project budget, and the resolution further authorized the segregation of an amount not to exceed \$4,230,000 of the Social Improvement Fund Balance for purposes of demonstrating the local match required for the County to access the \$7,000,000 in funds through the State of Wisconsin Building Commission, with the understanding that staff and representatives of the Morgue taskforce will continue to seek outside funding for the RFSC project and that any amounts pledged for the project would reduce the county's use of Social Improvement Fund reserve to fund the project; and

WHEREAS, Wisconsin Statute Section 59.52 (19) authorizes the Marathon County Board to accept donations, gifts or grants for any public governmental purpose within the powers of the county; and

WHEREAS, the B.A. & Esther Greenheck Foundation awarded a grant to the County of Marathon in the amount of \$1,000,000.00 for the construction of the Regional Forensic Science Center; and

WHEREAS, the first of three payments in the amount of \$334,000.00 was received on September 26, 2024; and

WHEREAS, Wis. Stat. § 65.90(5)(a) permits amendment of the annual County budget by a 2/3 majority vote of the entire membership of the county board; and WHEREAS, on October 9, 2024, the Marathon County Human Resources, Finance, and Property Committee recommended acceptance of the total grant funds pledged by the B.A. & Ester Greenheck of \$1,000,000 grant as an amendment to the 2024 Marathon County annual budget, and authorizing staff to deposit each respective payment into the capital project fund.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors for the County of Marathon does hereby ordain and resolve to accept the grant funds in the amount of \$1,000,000.00 from the B.A. & Esther Greenheck Foundation and each of the respective payments to be placed into Capital Improvement Plan fund for the Regional Forensic Science Center project upon receipt.

BE IT FURTHER RESOLVED, that the 2024 budget is amended to account for the acceptance of this grant.

HUMAN RESOURCES, FINANCE, AND PROPERTY COMMITTEE

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Fiscal Impact (if necessary)

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, Marathon County Clerk

Fiscal Impact: This resolution would increase the Regional Forensic Science Center budget line of the Capital Improvement Plan fund by \$1,000,000, with \$334,000 being

Legal Note: As an amendment to the 2024 budget, this resolution requires a two-thirds majority vote.

RESOLUTION # R-47-24

RESOLUTION APPROVING SALE OF 405 S. 8TH AVENUE, WAUSAU, WI 54401

WHEREAS, Wis. Stat. § 59.52(6)(c) permits the Marathon County Board of Supervisors to sell or convey county property on such terms that the board approves; and

WHEREAS, the Community Development Authority of the City of Wausau submitted an offer to purchase the property located at 405 S. 8th Avenue in the City of Wausau for \$60,000, indicating that it intended to construct housing on the property; and

WHEREAS, on October 9, 2024, the Human Resources, Finance and Property Committee considered the offer to purchase and recommended that the County approve the proposed sale conditioned upon an addition of a term providing that should housing not be developed on the site within thirty-six (36) months from the date of closing the county would be permitted to repurchase the property for the original purchase price minus any direct costs incurred by the county in conducting the initial transaction; and

WHEREAS, a Revised Offer to Purchase was received from counsel for the Community Development Authority of the City of Wausau on October 11, 2024, providing for the following additional provisions/contingencies: (1) Community Development Authority Board resolution; (2) the Buyer agrees to develop the property within 36 months of closing; and (3) the Seller retains the right to repurchase the property at the purchase price if not developed within 36 months of closing; and

WHEREAS, on October 22, 2024, the Human Resources, Finance and Property Committee considered the revised offer to purchase and recommended acceptance by the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Marathon County Board of Supervisors authorizes appropriate County staff to complete the sale of 405 S. 8th Avenue in the City of Wausau for the purchase price of \$60,000.00 contingent upon all of the terms and conditions in the attached Revised Offer to Purchase being incorporated into the sale.

BE IT FURTHER RESOLVED that appropriate county officials are authorized to execute documents necessary to finalize the sale and encumbrance of properties identified in this Resolution, and the County Board of Supervisors directs county staff to complete the transaction identified herein.

Respectfully submitted this 22nd day of October, 2024.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary)

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, Marathon County Clerk

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON October 10, 2024 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Community Development Authority of the City of Wausau,
4 offers to purchase the Property known as 405 S. 8th Avenue

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach
7 as an addendum per line 682] in the City of Wausau, County
8 of Marathon Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Sixty thousand and no/100
10 ----- Dollars (\$ 60,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: none

13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: -----

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**
27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before October 23, 2024

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on November 1, 2024

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ 0 accompanies this Offer.
46 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ ----- will be mailed, or commercially, electronically
48 or personally delivered within ----- days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
50 -----) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: N/A

80 _____ If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
- 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
- 181 lease agreement or an extension of credit from an electric cooperative.
- 182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
- 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
- 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
- 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
- 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
- 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
- 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
- 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
- 190 payback obligation.
- 191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
- 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
- 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
- 194 **continued after sale. The Parties agree this provision survives closing.**
- 195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
- 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
- 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
- 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
- 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
- 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
- 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
- 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
- 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
- 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
- 205 <https://dnr.wisconsin.gov/topic/forestry>.
- 206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
- 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
- 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
- 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
- 210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.
- 211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
- 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
- 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
- 214 visit <http://www.datcp.state.wi.us/> for more information.
- 215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
- 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
- 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
- 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
- 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
- 220 Agency office or visit <http://www.fsa.usda.gov/>.
- 221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
- 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
- 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
- 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
- 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
- 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
- 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
- 228 zoning restrictions, if any.
- 229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
- 230 where one or both of the properties is used and occupied for farming or grazing purposes.
- 231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
- 232 **occupied for farming or grazing purposes.**
- 233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
- 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
- 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
- 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
- 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
- 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
- 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
- 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
- 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: redevelopment

252 _____
253 _____ [insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____.

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____.

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

294 _____ **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION:** Consider the cost and the need for map features before selecting them. Also consider the time required
298 to obtain the map when setting the deadline.

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of
314 the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any
315 other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),
332 as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the
340 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or
341 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life
342 of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or,

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION:** The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

397 (2) the Deadline for delivery of the loan commitment on line 357.

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or

407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____

447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____

453 _____

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 _____

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

488 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
489 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
490 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
491 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
492 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
493 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

494 _____
495 _____
496 _____ (insert other allowable exceptions from title, if
497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

537 _____
538 _____ Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

DEFINITIONS

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____ Contingent upon approval by the following:

656 Community Development Authority Board Resolution

657 Buyer agrees to develop the property within 36 months of closing

658 Seller retains the right to repurchase the property at the purchase price if not developed within 36 months
659 of closing

660
661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: _____

667 Name of Buyer's recipient for delivery, if any: _____

668 (2) **Fax**: fax transmission of the document or written notice to the following number:

669 Seller: (_____) Buyer: (_____) _____

670 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
672 line 675 or 676.

673 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: _____

676 Address for Buyer: _____

677 (5) **Email**: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: _____

679 Email Address for Buyer: anne.jacobson@wausauwi.gov

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682 **ADDENDA**: The attached _____ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] _____

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions **IN PERSON** or by **YOU** calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x) _____
697 Buyer's Signature ▲ Print Name Here ► Date ▲

698 (x) _____
699 Buyer's Signature ▲ Print Name Here ► Date ▲

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
703 **COPY OF THIS OFFER.**

704 (x) _____
705 Seller's Signature ▲ Print Name Here ► Date ▲

706 (x) _____
707 Seller's Signature ▲ Print Name Here ► Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] _____
709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Resolution # R-48-24

RESOLUTION APPROVING THE BROADBAND EXPANSION LOAN AGREEMENT

WHEREAS, Marathon County (the "County") seeks to expand broadband access to its residents and businesses, particularly focusing on underserved and rural areas; and

WHEREAS, Bug Tussel Wireless LLC, ("Bug Tussel"), founded in 2003, specializes in broadband and cellular solutions for rural communities and is wholly owned by Hilbert Communications LLC. The company has successfully collaborated with several Wisconsin counties, including Fond du Lac, Green Lake, Marquette, and Waushara, in broadband infrastructure projects; and

WHEREAS, County participated in the issuance of conduit bonds in 2021 to fund broadband expansion in partnership with Bug Tussel. This project, "the 2021 Project," involved the installation of 18 broadband towers, the deployment of 198.33 miles of middle-mile fiber, and fiber-to-the-premise (FTTP) services, connecting 1,920 consumer premises within the county. This project has experienced cost overruns and requires additional funding for completion; and

WHEREAS, a second project, known as the "Leathercamp Project," has been awarded a \$3 million grant from the Wisconsin Public Service Commission (PSC), aimed at deploying 90.7 miles of fiber optic last-mile infrastructure. This project will provide 1 Gbps fiber-to-the-premise service to 636 residential and 16 business locations in underserved or unserved areas of Marathon County, particularly the Town of Knowlton, Village of Kronenwetter, and Town of Guenther; and

WHEREAS, Marathon County seeks to provide additional funding to complete these projects, totaling \$8 million and consisting of a \$5 million loan from its general reserve fund for the completion of the 2021 broadband project and a \$3 million loan for the Leathercamp Project to satisfy the non-PSC share of the grant.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Marathon does hereby direct the staff to finalize negotiations on the Broadband Loan Extension Agreement in accordance with the terms and conditions as outlined in agreement term sheet summary as presented at the Board's October 17, 2024, meeting and further authorizes the staff to execute the Broadband Expansion Loan Agreement and other necessary documents.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the funding for this loan advancement shall be in the amount of \$8,000,000.00 and shall be transferred from the Marathon County General Reserve Fund.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Marathon does hereby approve a budget amendment and budget transfer of \$8,000,000.00 from the General Reserve Fund as additional funding to complete the broadband expansion projects as follows:

1. \$5,000,000.00 loan for the completion of the 2021 Project.
2. \$3,000,000.00 loan for the completion of the Leathercamp Project.

Fiscal Impact: This resolution funds loan disbursements for the completion of the aforementioned broadband expansion projects, reducing the General Reserve Fund by \$8,000,000.00.

Legal Note: As a resolution approving a budget amendment, this resolution requires a 2/3 majority vote.

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary)

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, Marathon County Clerk

BROADBAND EXPANSION LOAN AGREEMENT TERM SHEET SUMMARY (REVISED)

PROJECT SUMMARY

County participated in the issuance of conduit bonds in 2021 to fund broadband expansion in partnership with Bug Tussel. This project involved the installation of 18 broadband towers, the deployment of 198.33 miles of middle-mile fiber, and fiber-to-the-premise (FTTP) services, connecting 1,920 consumer premises within the county. This project has experienced cost overruns and requires additional funding for completion.

A second project, known as the Leathercamp Project, has been awarded a \$3 million grant from the Wisconsin Public Service Commission (PSC), aimed at deploying 90.7 miles of fiber optic last-mile infrastructure. This project will provide 1 Gbps fiber-to-the-premise service to 636 residential and 16 business locations in underserved or unserved areas of Marathon County, particularly the Town of Knowlton, Village of Kronenwetter, and Town of Guenther.

Marathon County seeks to provide additional funding to complete these projects, totaling \$8 million and consisting of a \$5 million loan from its general reserve fund for the completion of the 2021 broadband project and a \$3 million loan for the Leathercamp Project to satisfy the non-PSC share of the grant.

LOAN SUMMARY

Funding:

Loan Funding for the 2021 Project: Marathon County agrees to allocate \$5 million (\$5,000,000.00) through a loan from its general reserve fund to complete the 2021 broadband expansion project, which was originally funded through a conduit bonding issue with a \$25 million guarantee from Marathon County. This project is designed to expand broadband infrastructure through the installation of broadband towers and the deployment of middle-mile fiber, directly impacting Marathon County's residents and businesses.

Loan for the Leathercamp Project: Marathon County agrees to provide Bug Tussel a \$3 million (\$3,000,000.00) loan, subject to the terms set forth in this Agreement, to support the Leathercamp Project. This loan will satisfy the non-municipality, non-PSC share required to access the \$3 million grant from the PSC, ensuring full funding for the project, which includes 90.7 miles of fiber optic infrastructure to serve underserved areas within the County.

Interest Rate and Repayment:

- The \$8 million total loan amount shall be loaned from Marathon County's general reserve fund. Of this \$8 million, \$5 million shall be used by Bug Tussel exclusively for completion of the 2021 conduit bonding project, which will deploy 198.33 miles of middle-mile fiber, and fiber-to-the-premise (FTTP) services, connecting 1,920 consumer premises within the county, at its currently understood scope and location and without any additional financial contributions from County. The remaining \$3 million shall be used exclusively to fund and complete the Leathercamp Project, which will deploy 90.7 miles of fiber optic last-mile infrastructure and will provide 1 Gbps fiber-to-the-premise service to 636 residential and 16 business locations in underserved or unserved areas of Marathon County, at its currently understood scope and location and without any additional financial contributions from County.

- Interest Rate Accrual - The loan shall accrue interest at a fixed rate of 5.4% per annum beginning on October 1, 2025.
- Payments – Bug Tussel will make interest-only payments for the first 5 years of the loan term. These payments shall be made annually.

Following the initial 4 years of the term of the loan, Bug Tussel shall make annual payments based on a 30-year amortization schedule for the remaining principal balance.

Following the initial 12 years of the term of the loan, a balloon payment for the remaining balance will be due in its entirety, payable by Bug Tussel to County.

- Payment Schedule

The first interest-only payment is due on or before October 1, 2026.

Subsequent interest payments will be due on or before October 1 each year for the first 5 years following execution of the Loan Agreement.

Beginning in year 6, payments based on the 30-year amortization schedule will be due on or before October 1 each year until the balloon payment is due.

The balloon payment is due on or before October 1, 2036. (SEE PAYMENT SCHEDULE FOR ADDITIONAL INFORMATION).

Collateral and Security

- *Collateral:* As security for the loan, Bug Tussel grants Marathon County a first lien on all physical assets installed within Marathon County as part of the broadband project, including but not limited to:
 - Towers
 - Conduit
 - Fiber
 - Associated communications equipment

PROJECT TIMELINES

Completion Timeline: Bug Tussel commits to completing all work under the broadband expansion projects (the 2021 Project and Leathercamp Project) within 18 months from the date of this Agreement, ensuring the rapid deployment of services to underserved areas.

ACCESS TO FACILITIES

In consideration of Marathon County's provision of the loan, Bug Tussel agrees to provide the County with access to the fiber and towers constructed in accordance with the project. This access shall be consistent with the terms outlined in the Facilities Access Agreement previously executed between the County and Bug Tussel.

The County may use the fiber and tower facilities for its internal telecommunications and broadband needs, or for public safety, emergency services, or other governmental purposes, or for any other purposes consistent with the terms of the Facilities Access Agreement.

DISBURSEMENT AND REIMBURSEMENT PROCEDURES

Disbursement of Funds: Marathon County will disburse funds to Bug Tussel in accordance with project milestones and Bug Tussel's submitted requests for payment, which must detail the eligible costs incurred under the terms of this Agreement. Non-eligible costs, or costs that cannot be determined to be directly related to the projects included herein, shall not be paid.

Manner of Procuring Disbursements: Bug Tussel shall procure disbursements from the Loan fund by delivering to Marathon County a requisition accompanied by information and documentation supporting the requisition, including the purpose of the requisition, the amount of the requisition, and the location and project to which the moneys will be applied. Bug Tussel agrees that it will only request disbursements for eligible costs for the projects.

AUDIT AND RECORDS

Audit Requirement: Bug Tussel agrees to comply with any audit requirements imposed by Marathon County or the PSC, providing necessary documentation as requested.

Recordkeeping: Bug Tussel shall maintain proper accounting records for all activities and transactions related to this Agreement, with Marathon County having the right to audit and inspect these records upon reasonable notice.

DEFAULT AND REMEDIES

Default: Bug Tussel shall be considered in default if it fails to make payments as required herein, fails to complete the projects within the agreed timeline, or fails to comply with any other terms of this Agreement.

Remedies Upon Default: In the event of default, Marathon County may:

- Accelerate the entire outstanding loan balance for immediate payment.
- Impose a fee for any missed or late payments.
- Foreclose upon the collateral assets.
- Take any legal action necessary to recover the funds or assets.

Enforcement Costs: Bug Tussel shall be liable for any costs, expenditures, or expenses incurred as a result of County enforcing this Agreement, including the complete legal costs of County, and such costs will be added to the principal then outstanding and shall be due and payable by Bug Tussel to County upon demand.

ASSIGNMENT

Assignment: This Agreement may not be assigned by Bug Tussel without written consent of County. This Agreement, and all terms and conditions therein, will be binding on any successor or Assignee of Bug Tussel.

AMORTIZATION SCHEDULE

HOLDER:	MARATHON COUNTY	MAKER:	BUG TUSSEL AA, LLC
Closing Date:	October 31, 2024	Amortization Term:	30
Original Balance:	\$8,000,000.00	Down Payment:	\$0.00
Interest Rate:	5.40%	Payment:	(\$590,587.51)

Period	Balance	Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Ending Balance
10/1/25	\$8,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000,000.00
10/1/26	\$8,000,000.00	(\$432,000.00)	\$0.00	(\$432,000.00)	\$0.00	(\$432,000.00)	\$8,000,000.00
10/1/27	\$8,000,000.00	(\$432,000.00)	\$0.00	(\$432,000.00)	\$0.00	(\$864,000.00)	\$8,000,000.00
10/1/28	\$8,000,000.00	(\$432,000.00)	\$0.00	(\$432,000.00)	\$0.00	(\$1,296,000.00)	\$8,000,000.00
10/1/29	\$8,000,000.00	(\$432,000.00)	\$0.00	(\$432,000.00)	\$0.00	(\$1,728,000.00)	\$8,000,000.00
10/1/30	\$8,000,000.00	(\$590,587.51)	(\$158,587.51)	(\$432,000.00)	(\$158,587.51)	(\$2,160,000.00)	\$7,841,412.49
10/1/31	\$7,841,412.49	(\$590,587.51)	(\$167,151.24)	(\$423,436.27)	(\$325,738.76)	(\$2,583,436.27)	\$7,674,261.24
10/1/32	\$7,674,261.24	(\$590,587.51)	(\$176,177.40)	(\$414,410.11)	(\$501,916.16)	(\$2,997,846.38)	\$7,498,083.84
10/1/33	\$7,498,083.84	(\$590,587.51)	(\$185,690.98)	(\$404,896.53)	(\$687,607.14)	(\$3,402,742.91)	\$7,312,392.86
10/1/34	\$7,312,392.86	(\$590,587.51)	(\$195,718.30)	(\$394,869.21)	(\$883,325.44)	(\$3,797,612.12)	\$7,116,674.56
10/1/35	\$7,116,674.56	(\$590,587.51)	(\$206,287.08)	(\$384,300.43)	(\$1,089,612.53)	(\$4,181,912.55)	\$6,910,387.47
10/1/36	\$6,910,387.47	(\$7,283,548.39)	(\$6,910,387.47)	(\$373,160.92)	(\$8,000,000.00)	(\$4,555,073.47)	\$0.00

Resolution # R-49-24

**RESOLUTION AMENDING THE 2024 ANNUAL BUDGET –
ACCEPTING AWARDED FUNDS UNDER THE BJA 2024 SMART PROSECUTION GRANT**

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

WHEREAS, on September 26, 2024, the Marathon County District Attorney’s Office, by the Office of Justice Programs (OJP), was awarded \$300,630, over three years, under the BJA 2024 Smart Prosecution – Innovative Prosecution Solutions grant to create a new Diversion Pre-Filing Program; and

WHEREAS, the grant funding is distributed over three years with variability due to start-up costs and allowance for salary increases. The distribution is as follows:

- Year 1: \$ 99,911 (Start-up costs, 1 LTE Position)
- Year 2: \$99,295
- Year 3: \$101,424

WHEREAS, the goals of the Diversion Pre-Filing Program is to (1) reduce the time between the date of police referral and the sentencing date for swifter justice and connection to services, (2) reduce the number of times a charge is amended from filing to sentencing, and (3) ensure that all veterans in the criminal justice system are screened and processed through a multi- disciplinary team consisting of veteran stakeholders to create a person-centered resolution; and

WHEREAS, the Diversion Pre-Filing Program aligns with the Marathon County Objectives 7.2 under the 2023-2024 Marathon County Amended and Extended Strategic Plan through the Mental Health Substance Use Disorder (MHSUD) Specialty track; and

WHEREAS, on October 8, 2024 the Public Safety Committee reviewed the request and recommended approval of accepting the awarded funds under the BJA 2024 Smart Prosecution Grant; and

WHEREAS, on October 9, 2024, the Human Resources and Finance Committee reviewed the request and recommended approval of accepting the awarded funds under the BJA 2024 Smart Prosecution Grant.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Marathon does hereby resolve and ordain to amend the 2024 Budget to accept awarded funds under the: BJA 2024 Smart Prosecution Grant

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the funds accepted under this award, in the amount of \$99,911, shall be allocated to the Marathon County District Attorney’s Office Smart Prosecution Grant Fund.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Marathon does hereby approve a budget amendment and budget allocation of \$99,911 to the Marathon County District Attorney’s Office.

Action	Account Number	Account Description	Amount
Expenditure Increase	SC_51111	Personnel/Fringe	\$88,330.00
Fund 291	SC_51120	Employee Overtime	\$6,527.28
CC_51300		Travel/Training Office	\$2,369.00
GR-007653	SC_53321	Supplies	\$2,684.72
Increase Revenue	SC_53190	Grant Revenue	\$99,911
	RC_43210		

Dated this 22nd day of October, 2024

HUMAN RESOURCES, FINANCE, & PROPERTY COMMITTEE AND PUBLIC SAFETY COMMITTEE

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Kurt Gibbs, County Board Chair

Approved as to Financial Impact (if necessary)

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, Marathon County Clerk

Fiscal Impact: This resolution has zero tax levy impact. All expenditures are covered under federal grant funding.

Legal Note: As a resolution approving a budget amendment, this resolution requires a 2/3 majority vote.

RESOLUTION #R-50-24

TO CREATE 1.0 DEPUTY SHERIFF IN THE MARATHON COUNTY SHERIFF’S OFFICE TO PROVIDE CONTRACTED SERVICES FOR THE VILLAGE OF RIB MOUNTAIN

WHEREAS, the Marathon County Sheriff's Office exists to provide a safe, secure and crime-free community through trust-building, enforcement and public safety management; and

WHEREAS, the creation of this Deputy Sheriff position in partnership with the Village of Rib Mountain is directly linked to this mission; and

WHEREAS, this position will be funded by the Village of Rib Mountain including wages for one full-time deputy along with the purchase of a vehicle and other required equipment; and

WHEREAS, on October 8, 2024, the Public Safety Committee voted to recommend creating 1.0 FTE Deputy position to County Board; and

WHEREAS, on October 9, 2024, the Human Resources, Finance and Property Committee also voted to recommend creating 1.0 FTE Deputy position to County Board.

WHEREAS, in order to fund these positions and services that they will provide §65.90(5)(a), Wis. Stats., dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors, and

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

- A. To create 1.0 FTE Deputy Sheriff position effective the beginning October 1, 2024 following the approval of this resolution.

Respectfully submitted this 17th day of October, 2024

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE and PUBLIC SAFETY COMMITTEE

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary)

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, Marathon County Clerk

Fiscal impact: \$5000 of Tax Levy for equipment for Deputy Sheriff.
Additional costs of this position will be covered by the Village of Rib Mountain under separate contract with Marathon County Sheriff's Office.



New / Expanded Position Request Form

Department: Sheriff's Office

Requested by: Chief Deputy William Millhausen

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: Deputy Sheriff – Rib Mountain Contract **DBM:** Per Deputy Sheriff
Bargaining Agreement / Contract

(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: 80

Start Date: 2024 Budget Year (10/01/2024) **-OR-** **Projected Start Date:** October 1, 2024

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.)

This is an additional Deputy Sheriff position being requested by the Village of Rib Mountain to augment the current Deputy Sheriff positions already contracted to Rib Mountain. This is in line with the County's mission statement. A key part of the mission statement is that we will work in partnership with other partners to create opportunities to make Marathon County a preferred place to live, work, visit and do business. This position is a partnership between the Village of Rib Mountain and the Marathon County Sheriff's Office. For years leaders within the County and the Village of Rib Mountain have been approached about the need for Rib Mountain to have its own police department. Due to the size and make-up of the Village they are now required by statute to create their own police department or contract for said services. They wish to contract with the Marathon County Sheriff's Office to provide specific law enforcement services for the Village. We currently have two full-time Deputy Sheriff's assigned to the Village of Rib Mountain. The Village now wishes to enter into a larger contract for a total of three (3) dedicated Deputy Sheriff's.

The Village of Rib Mountain yields the largest number of calls of any jurisdiction we serve throughout the year. Rib Mountain is the heart of the shopping district in our county and has direct access to many recreational opportunities for our residents and visitors. Having a third dedicated Deputy contracted to the Village will bring about a great deal of consistency in our policing in Rib Mountain and will open up better lines of communication with the Village, local businesses and residents. The Deputies assigned to Rib Mountain will take on many of the community policing opportunities that we have not been able to provide in the past.

This position allows the Sheriff's Office to increase our staffing and response to areas outside of the Village of Rib Mountain during the hours the contracted deputies are working. This frees up deputies to provide better



New / Expanded Position Request Form

service to those areas that we have not been able to spend time in due to our commitment to the Rib Mountain area. In addition, the contracted Deputies will be able to better serve the Rib Mountain area by having unique and consistent knowledge about current trends or incidents in Rib Mountain, stronger relationships with residents and businesses and access to the many resources at the Sheriff's Office when those additional services are needed. We believe this position will provide a higher level of service to Rib Mountain and free up resources to better serve other areas of the county.

COSTING: What is the anticipated total cost of this position: \$138,225

(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: N/A

FUNDING: Please explain how the position will be funded:

County tax levy: \$5000.00 % Of total costs: 3.6

Outside funding: \$133,225 % Of total costs: 96.4

Source and length of outside funding: Village of Rib Mountain, Contract through 12/31/2030

Will this request require NEW funding in 2024 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: Chief Deputy William Millhausen

Date: September 25, 2024

Department Approval: Sheriff Chad Billeb

Date: September 25, 2024

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

Deputy Sheriff Recruitment JR-23 (last posting in Workday)

POSITION SUMMARY:

Marathon County Sheriff's Office is pleased to announce an OPEN recruitment for Deputy Sheriffs. While we are currently accepting applications on an ongoing basis, it does not necessarily mean that there are presently open positions. Those applicants selected to participate in the next hiring assessment will be notified accordingly. Experienced law enforcement candidates are encouraged to apply and review the Lateral Entry Program agreement that allows for up to five (5) years of prior full-time service to be considered in the placement within the Deputy Sheriff pay scale and used for Paid Time Off (PTO) accruals.

Marathon County Deputy Sheriffs perform various law enforcement duties providing protection of life and property and the enforcement of federal, state and county laws and ordinances. The regular work schedule is a cycle of 4 consecutive days of work with 2 consecutive days off including weekends and holidays. The regular work day is 8 hours, 25 minutes. Officers will be assigned to one of three shifts. Deputies serve an 18 month probationary period.

QUALIFICATIONS:

High school diploma or GED plus:

- Current State of Wisconsin Sworn law enforcement officer certification; OR a minimum of 60 credits earned at an accredited college or technical school. Preference will be given to candidates with current State of Wisconsin Sworn Law Enforcement Officer certification.
- Possess a valid driver's license and driving record that meets Sheriff's Office standards.
- Minimum of 18 years of age.
- United States citizen.
- Applicants must not have been convicted of any federal felony or of any offense which if committed in Wisconsin could be punished as a felony unless the applicant has been granted an absolute and unconditional pardon.
- Applicants must not have been convicted of any misdemeanor crime of domestic violence unless the applicant has been granted an absolute and unconditional pardon.
- Must be of good character to withstand an extensive background investigation.

NEW POLICY Regarding Residency: Marathon County Deputies living outside of the county, **MUST** live within a 15-minute response time to county line.

EXAMPLES OF WORK PERFORMED:

- Patrols an assigned area in an automobile for the purposes of preventing and discovering crimes, and enforcing all applicable laws, ordinances, and traffic regulations.
- Responds to calls for service as dispatched; provides necessary assistance to the public; takes appropriate enforcement action when necessary.
- Makes arrests after observing law violations; transports prisoners to the County Jail for booking; prepares reports on action taken for record keeping purposes and for use in courtroom presentations as necessary.
- May be required to operate intoximeter equipment in accordance with State standards and departmental policies.
- Investigates accidents, sudden deaths, suicides, and any felonies or misdemeanors which may occur in the officer's area of responsibility. Enters comments into department computers; dictates reports as required.
- Utilizes various law enforcement software to complete required forms and reports.
- Serves a variety of criminal and civil processes and arrest warrants.
- Testifies in court as needed.
- May maintain order and provide security services in courtrooms and other areas of the Courthouse.
- Attends training classes and programs as required. Required to maintain certifications in CPR, intoximeter, radar, DAAT, EVOC, PBT, and qualify semi-annually with department issued firearms.
- Develops solutions to work issues that add value for our customers.
- Maintains regular and predictable attendance.
- Positions in this classification are subject to emergency call in.
- May have occupational exposure to bloodborne pathogens. Refer to the Marathon County Sheriff's Department Exposure Control Plan for more specific information.
- Performs related work as required.

KNOWLEDGE, SKILLS & ABILITIES:

- Knowledge of approved principles and practices of law enforcement work and of applicable laws and ordinances.
- Knowledge of the geography and demography of assigned area.
- Knowledge of departmental rules and regulations, policies, and procedures.
- Knowledge of first aid methods and techniques.
- Knowledge of investigative techniques and practice.
- Ability to observe situations analytically and objectively, and to report and record them clearly and accurately.
- Skill in the use and care of firearms and in the safe and efficient operation of motor vehicles, as well as other departmental equipment.
- Skill to deal courteously, yet firmly and effectively, with the public in police situations, of both an adversary and non-adversary nature.
- Ability to exercise good judgment in emergency situations, to act quickly and calmly in applying appropriate techniques.
- Ability to learn thoroughly a wide variety of rules and police procedures.
- Ability to learn various law enforcement computer systems and utilize knowledge in performing required job duties.
- Skill in the use of computer software programs, functions, and operations.
- Understands the County's and department's mission, core values, plans, and priorities for the future.
- Ability to contribute to a positive work culture that fosters excellent customer service and teamwork.

COMPENSATION:

Starting hourly rate **Deputy I: \$30.11 per hour (\$62,610 annually)**.

Based on a Lateral Entry Agreement, an experienced, currently-employed, full-time Wisconsin Law Enforcement Officer with a minimum of three (3) continuous years in that capacity could enter the pay scale with a maximum credit of five years of prior service, at the level of a **Deputy Sheriff III, with an hourly rate of \$34.46 (\$71,665 annually)**. This wage increase will take place immediately upon hire.

SELECTION PROCEDURE:

All candidates will be notified of their status.

1. Candidates selected for consideration will be contacted via email. As soon as dates are selected for another round of the hiring assessment and interview with Sheriff Command Staff described below, selected candidates will be emailed.

2. Complete and pass a candidate hiring assessment - The assessment will be administered at the Marathon County Sheriff's Office. It will consist of an oral interview, scenario/simulation and report-writing. Qualified applicants will be invited via e-mail to take part in the assessment at a designated date and time.

3. Interview with Sheriff's Command Staff - Upon successful completion of the hiring assessment, the top candidates will be selected for interviews with members of the Marathon County Sheriff's Office Senior Command Staff. This interview panel will consist of the Sheriff, Chief Deputy, Patrol Captain and other selected staff. Candidates will be invited via e-mail to sign up for the interviews at a designated date and time. A written background assessment may also be completed at this time.

Candidates will be notified within two (2) business days of their interview with the senior command staff of their status. Candidates will either be moved forward in the process, placed on an eligibility list, or not selected for additional consideration.

4. Candidates moving forward in the selection process will undergo an extensive background/criminal investigation: verification of education and certification, verification of employment record, background/criminal check and a driving record check.

5. Candidates offered employment will be required to submit to and pass the post-offer assessments: physical and back exam, drug screen, fingerprinting, and a psychological assessment that are paid for by Marathon County.

RESOLUTION #R-51-24

RESOLUTION IN SUPPORT OF THE MARATHON COUNTY DISTRICT ATTORNEY’S OFFICE REQUEST IN CONNECTION WITH THE STATE OF WISCONSIN 2025-2027 BIENNIAL BUDGET

WHEREAS, the criminal justice system is a core constitutional responsibility of the State of Wisconsin with key services provided by local district attorney’s offices; and

WHEREAS, 978.13 (2) of the Wisconsin Statutes identifies the State is the responsible unit of government for funding prosecutor positions; and

WHEREAS, the impact of inadequate number of prosecutor positions results in overwhelming caseloads, which can result in difficulty in retaining and recruiting staff, ultimately negatively impacting crime victims and those charged with criminal offenses; and

WHEREAS, adequate resources for this constitutional service are necessary to protect constitutional rights and to protect public safety; and

WHEREAS, the State of Wisconsin has funded a prosecutor position in the Marathon County District Attorney’s Office, utilizing American Rescue Plan Act funding received by the State, since January of 2023; and

WHEREAS, Marathon County has demonstrated the ability to effectively deploy that prosecutor to positively impact the criminal justice system and the caseload needs within the Marathon County District Attorney’s Office continue to warrant state funding of the additional prosecutor; and

WHEREAS, without these resources, the criminal justice system will be negatively impacted; and

WHEREAS, Marathon County’s vision is to be the healthiest, safest, and most prosperous county in the State of Wisconsin, and a fully staffed, fully functional District Attorney’s Office is central to that mission. Should the state allocate the funding requested by District Attorney Wetzsteon, Marathon County stands ready to ensure the necessary office space and support staff for those prosecutors to be successful in the performance of their official duties.

NOW THEREFORE BE IT RESOLVED, that the Marathon County Board of Supervisors hereby requests that the Governor and the State Legislature support the request of the Marathon County District Attorney’s Office in connection with the development of the 2025-27 Biennial Budget.

BE IT FURTHER RESOLVED, that the Board of Supervisors directs the County Clerk to submit the resolution to the Governor and Marathon County Legislative Delegation.

HUMAN RESOURCES, FINANCE, & PROPERTY COMMITTEE AND PUBLIC SAFETY COMMITTEE

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

Approved and adopted this 22nd day of October, 2024

Denied this 22nd day of October, 2024

Approved as to Form:

SEAL

Michael Puerner, Corporation Counsel

Approved as to Financial Impact (if necessary)

Attest:

Samantha Fenske, Finance Director

Kim Trueblood, Marathon County Clerk

Fiscal Impact: There is no direct fiscal impact as a result of the resolution; however, should the state budget provide funding as requested in the Marathon County District Attorney’s state budget request, Marathon County would undertake an assessment relative to additional support needs.