



MARATHON COUNTY
HUMAN RESOURCES, FINANCE AND PROPERTY
AMENDED COMMITTEE AGENDA

Date & Time of Meeting: **Wednesday, June 7, 2023 at 3:00pm**

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

Committee Members: John Robinson, Chair; Alyson Leahy, Vice-Chair; Kurt Gibbs, Gayle Marshall, Kody Hart, Ann Lemmer, Yee Leng Xiong

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

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

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

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

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

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

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Public Comment (15 Minutes)** (Any person who wishes to address the committee during the "Public Comment" portion of the meetings, must provide his or her name, address, and the topic he or she wishes to present to the Marathon County Clerk, or chair of the committee, no later the five minutes before the start of the meeting. All comments must be germane to the jurisdiction of the committee.)
4. **Approval of the May 10 & 23, 2023 Human Resources, Finance and Property Committee Meeting Minutes**
5. **Policy Issues Discussion and Potential Committee Determination**
 - A. Continue Discussion regarding 2024 Annual Budget and Policy Recommendations from the Committee
 1. Mandatory vs Non-Mandated Programs
 2. Use of Fees and Rates
 3. Understanding a Department's Use of Levy
6. **Operational Functions Required by Statute, Ordinance, Resolution, or Policy**
 - A. Discussion and Possible Action by HRFC
 - B. Discussion and possible Action by HRFC to Forward to County Board for Consideration
 1. Resolution to Amend the 2023 Capital Improvement Project List to Add Phase A Closure of Bluebird Ridge Recycling and Disposal Facility
 2. Update of Ordinance for Tax Deed process
 3. Potential Amendment to #R-28-23 – 2024 Budget Priorities
 4. 2023 Humane Society Contract
 5. Resolution to Establish or Modify an Imprest Fund at Various County Departments
 6. **Creation of a Grant Funded Position for Broadband Services**
 7. ARPA Procedures and Policies
7. **Educational Presentations and Committee Discussion**
 - A. Follow-Up from Previous Employee Benefits Presentation – Priorities to Address and Next Steps
8. **Next Meeting Date & Time, Announcements and Future Agenda Items**
 - A. Committee members are asked to bring ideas for future discussion.
 - B. Next meeting: Tuesday, June 20, 2023 at 3:00pm
9. **Adjournment**

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

SIGNED s/s John Robinson
 Presiding Officer or Designee

EMAILED TO: Wausau Daily Herald, City Pages, and other Media Groups
 EMAILED BY: _____
 DATE & TIME: _____

NOTICE POSTED AT THE COURTHOUSE
 BY: _____
 DATE & TIME: _____



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

Date & Time of Meeting: **Wednesday, May 10, 2023 at 3:00pm**

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

John Robinson	Present
Alyson Leahy	Present
Kurt Gibbs	Present
Gayle Marshall	Present
Kody Hart	Present
Ann Lemmer	Present
Yee Leng Xiong	WebEx until 5:15

Staff Present: Lance Leonhard, Mike Puerner, Kim Trueblood, Chris Holman, Jessica Blahnik, Connie Beyersdorff, Steve Cherek, Dean Stratz, Molly Adzic

Others Present: Vice Chair McEwen, Supervisor Maszk (W)

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Public Comment** - None
4. **Approval of the April 12, 2023, Human Resources, Finance and Property Committee Meeting Minutes** – Motion by Leahy, Second by Lemmer to approve the minutes as presented. Motion carried on a voice vote unanimously.
5. **Policy Issues Discussion and Potential Committee Determination**
 - A. Discussion regarding 2024 Annual Budget and policy recommendations from the committee
 1. Review of Mandatory / Discretionary Program document
 2. Review of Rates and Fees document
 3. Review of 5-Year Departmental Expense/Levy documentChair Robinson stated that all the standing committees are going through some budget issues and discussions. Documents are provided in the packet. Administrator Leonhard also addressed the budget policy documents in the packet. Committee members were encouraged to ask questions of department heads relative to their departmental programs, as well as rates and fees. Discussion was had and questions were asked and answered.
6. **Operational Functions Required by Statute, Ordinance, Resolution, or Policy**
 - A. Discussion and Possible Action by HRFCA
 1. Discussion of tax delinquent property at 3051 N. 6th Street, Wausau – Chair Robinson stated that he had been contacted by neighbors regarding this property and is looking for a way to move along the process of disposing of these delinquent properties. Discussion was had and questions were asked and answered. One option to speed up the process is to remove the requirement for the Health Department Environmental Transaction Screen, as they are experiencing some staffing issues and won't be able to process those timely. Additional updates will be provided on a regular basis.
 - B. Discussion and possible Action by HRFCA to Forward to County Board for Consideration
 1. Resolution Extending Encumbrance of ARPA Funds for Regional Forensic Science Center Project, Amending 2023 CIP Budget, and Authorizing Expenditure for Design Services
Without objection, item is taken out of order. Vice Chair McEwen gave an update on the state and federal funding options for this project. He is asking the committee to approve the resolution to send to the full board. It will likely be summer before final approvals are received. Discussion was had and questions were asked and answered. Motion by Leahy, Second by Hart to approve the resolution and forward it to the full board. Motion carried on a voice vote unanimously.
 2. 2024 Budget Priorities ([2023 Budget](#)) – Administrator Leonhard discussed the resolution that is in the packet regarding budget priorities. Discussion was had and questions were asked and answered. The budget priorities were addressed as follows:
 - o Motion by Gibbs, Second by Lemmer to include language to not use capital reserves to pay for operating costs and debt service and use ARPA for capital purchases. Motion carried on a voice vote unanimously.
 - o Motion by Gibbs, Second by Hart to build the budget based on a 3% increase in employee

- compensation. Motion carried on a voice vote unanimously.
- Motion by Gibbs, Second by Lemmer to maintain the quality of health insurance that we are currently offering to employees. Motion carried on a voice vote unanimously. Motion by Marshall, Second by Leahy to amend the motion to evaluate the delivery vehicle and the cost. Motion carried on a voice vote unanimously. Motion as amended carried on a voice vote unanimously.
 - Motion by Hart, Second by Marshall to build the 2024 budget with no new positions created unless they are fully funded. Motion carried on a voice vote unanimously.
 - Motion by Gibbs, Second by Hart that in regards to operating expenses, we look at every opportunity to include efficiencies in operations. Motion carried on a voice vote unanimously.
 - Motion by Gibbs, Second by Hart to prioritize the budget priorities in the order of the above motions, which is the same order as they appear in the resolution. Discussion was had. Motion carried on a voice vote unanimously.
3. Tax Incremental Financing Evaluation – Discussion related to the document in the packet. This is a good starting point with additional work needed. The next step would be to create a task force to include those entities mentioned. Discussion was had relative to what other options are viable other than a task force. Corporation Counsel was directed to draft an ordinance / cover resolution to create a task force and that will be considered at a future meeting. Discussion was had regarding the make-up of the task force. For discussion purposes, the make-up will consist of county board members, municipal government representatives, community members, and representatives of other local taxing authorities.
7. **Educational Presentations and Committee Discussion** - None
8. **Next Meeting Date & Time, Announcements and Future Agenda Items**
- A. Committee members are asked to bring ideas for future discussion.
 - B. Next meeting: Tuesday, May 23, 2023 at 3:00pm
9. **Adjournment** – Motion by Hart, Second by Marshall to adjourn. Motion carried on a voice vote unanimously. Meeting adjourned at 5:48 p.m.

Minutes prepared by Kim Trueblood, County Clerk



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

Date & Time of Meeting: **Tuesday, May 23, 2023 at 3:00pm**

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

John Robinson	Present
Alyson Leahy	Present
Kurt Gibbs	Present
Gayle Marshall	Present
Kody Hart	Present
Ann Lemmer	Present
Yee Leng Xiong	Present (W)

Staff Present: Lance Leonhard, Mike Puerner (W), Kim Trueblood, Chris Holman, Kristi Palmer, Connie Beyersdorff, Steve Cherek, Jessica Blahnik

Others Present: Supervisor Maszk (W), Vice Chair McEwen (W), Peter Weinschenk

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Public Comment** - None
4. **Approval of the April 25, 2023, Human Resources, Finance and Property Committee Meeting Minutes** – April 25 meeting was canceled, no minutes.
5. **Policy Issues Discussion and Potential Committee Determination**
 - A. Discussion regarding 2024 Annual Budget and policy recommendations from the committee
 1. Review of Mandatory / Discretionary Program document
 2. Review of Rates and Fees document
 3. Review of 5-Year Departmental Expense/Levy document

Chair Robinson asked for any input from the committee regarding these documents. HR Director Molly Adzic will be giving a presentation at a future meeting regarding HR policies and the potential to make adjustments to increase the competitiveness of the county as an employer.
6. **Operational Functions Required by Statute, Ordinance, Resolution, or Policy**
 - A. Discussion and Possible Action by HRFC
 1. Tax Deed Process Update
 - a. Taking of Properties via Tax Deed
 - 1) PIN 145-2707-152-0021, 154 Greenwood Drive, Mosinee
 - 2) PIN 145-2707-152-0031, Green-Lea Subdivision Lot 31 Blk 1
 - 3) PIN 145-2707-152-0985, 1572 Old highway 51 Mosinee

Without objection, item taken out of order. County Treasurer Connie Beyersdorff and Deputy Treasurer Steve Cherek explained the packet info related to these properties. All three parcels belong to one property. Discussion was had and questions were asked and answered. Motion by Gibbs, Second by Hart to take the three parcels listed above via tax deed. Motion carried on a voice vote unanimously.

 - 4) PIN 121-2804-121-9979, 0.78 Acres in the Village of Edgar – This parcel was explained as well. Details are included in the packet. Motion by Leahy, Second by Lemmer to take the parcel via tax deed. Motion carried on a voice vote unanimously.
 - b. Update of Ordinance – Corporation Counsel Mike Puerner explained the proposed updates to the ordinance related to tax deed properties. Discussion was had and questions were asked and answered. This item will be placed on the next meeting agenda for action.
 - c. Discussion of process for disposition of surplus property - Deputy Administrator Chris Holman spoke again about the Wisconsin Surplus auction site and the advantages it would offer to the disposal of tax delinquent properties. This item will be placed on the next meeting agenda for action.
 - B. Discussion and possible Action by HRFC to Forward to County Board for Consideration
 1. Update Resolution Extending Encumbrance of ARPA Funds for Regional Forensic Science Center Project, Amending 2023 CIP Budget, and Authorizing Expenditure for Design Services – Task Force chair McEwen discussed the potential changes to the resolution as formerly approved and the authorization of a letter from Chair Gibbs to the Joint Committee on Finance. Discussion was had

and questions were asked and answered. Motion by Lemmer, Second by Leahy to move the updated resolution to the full board for discussion at tonight's meeting. Motion carried on a voice vote unanimously.

2. Tax Incremental Financing Evaluation – Corporation Counsel drafted a resolution that is in the packet. Discussion was had and questions were asked and answered. Motion by Marshall, Second by Gibbs to approve the ordinance with an amendment to the membership to include town elected official and one village or city elected official.

Additional discussion was had. Motion carried on a voice vote, but was not unanimous. Request was made to continue the discussion at the county level. The ordinance will be forwarded to EXEC and EEED for their consideration. (Vote was initially called as not passing, but after review and clarification, the motion did pass 4-3 on a voice vote.)

7. **Educational Presentations and Committee Discussion**

- A. Update on American Rescue Plan Act Funds – Chair Robinson stated that there has been concern expressed regarding the clawback of ARPA funds. Chair Gibbs explained that once the treasury allocated the funds to the County, those are our funds. The concern is over unallocated funds to transit officials. Those funds may be at risk in the negotiation of the debt ceiling situation. It has been recommended that the remaining ARPA funds in the county be allocated as soon as possible, even though they are not at risk of being clawed back.

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

- A. Committee members are asked to bring ideas for future discussion.
- B. Next meeting Wednesday, June 7, 2023 at 3:00pm

9. **Adjournment** – Motion by Leahy, Second by Gibbs to adjourn. Motion carried on a voice vote unanimously. Meeting adjourned at 4:20 p.m.

Minutes prepared by Kim Trueblood, County Clerk

DRAFT

RESOLUTION #R-____-23

Resolution to Amend the 2023 Capital Improvement Project List to add Phase A Closure of Bluebird Ridge Recycling and Disposal Facility

WHEREAS, the Board of Supervisors of Marathon County has approved the 2023 Capital Improvement Project List; and

WHEREAS, the Capital Improvement Project List is a dynamic process and subject, pursuant to Resolution R-89-91, to periodic review and/or amendment; and

WHEREAS, there is currently a need to amend the 2023 Capital Improvement Project List to identify an additional project, the completion of Phase A Closure of Bluebird Ridge Recycling and Disposal Facility; and

WHEREAS, the total cost of the project will be \$2,660,760.00; and

WHEREAS, \$2,660,760.00 would be funded from the Solid Waste Department’s Bluebird Ridge Closure fund. This funding has been approved and allocated by the Solid Waste Management Board; and

WHEREAS, the Solid Waste Department is operated as an enterprise fund and is not supported by tax levy. Therefore, the Solid Waste Department shall fund the total project through the Solid Waste Department budget.

NOW, THEREFORE, BE IT RESOLVED by the Marathon County Board of Supervisors to amend the 2023 Capital Improvement Project List to add as a project the Completion of Phase A Closure of Bluebird Ridge Recycling and Disposal Facility.

BE IT FURTHER RESOLVED that the Marathon County Board of Supervisors approves funding for this project through a budget transfer of \$2,660,760.00 from the Bluebird Ridge Closure fund.

Dated this _____, 2023,

Fiscal Note: The total cost of this project is \$2,660,760.00 and will be fully funded through the Solid Waste Department’s Bluebird Ridge Closure Fund.

Solid Waste Management Board

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Environmental Resources Committee



Capital Improvement Plan (CIP) Project Request Form

Date of Request	04/03/23		
Department	Solid Waste Department		
Contact Person	David Hagenbucher		
Phone	715-551-5864	Email	David.Hagenbucher@co.marathon.wi.us
Project Title	Phase A closure construction - Completion		
Location	Solid Waste Department		
Is the project new, a repair/replacement or a continuation of an existing project?	New Repair/Repl <input type="checkbox"/> Continuation X (see below)		

If continuation, fill in below:

Planning 0% complete Design/engineering 35% complete Construction/installation 35% complete

Has this request been approved by the appropriate Standing Committee or Board?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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Departmental Priority <small>(check a different priority for each project)</small>	(High)	1	2	3	4	5	6	7	8	9	10	(Low)
		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Description Summary / Scope	Place permanent cap on 10 acres of the east side of Bluebird Ridge landfill.
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Relation to Other Projects (if applicable):

Placing permanent cap is condition of use of newly constructed 5.5 acres of air space from 2022. This process was started in 2022 and needs to be completed in 2023 per DNR request.
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Alternatives Considered:

<ol style="list-style-type: none"> 1. None 2. 3.

Reasons Alternatives Rejected:

<ol style="list-style-type: none"> 1. Required to be done as condition of use of newly constructed air space, which is needed to ensure disposal capacity past April 2023. 2. 3.



Capital Project Request Form

PROJECT PURPOSE(S) - Check all that apply and please explain below:

- This project is required to meet legal, mandated or contractual obligations?
- This project will result in the protection of life and/or property and maintain/improve public health and safety?
- This project will result in reductions in expenditures (save money)?
- This project will result in a positive return for Marathon County?
- This project repairs/replaces an important existing physically deteriorated or functionally obsolete county facility, system, service or equipment?
- This project provides a new service, facility, system or equipment?
- This project would generate sufficient revenues to be essentially self-supporting in its operations?
- This project would make existing facilities or personnel more efficient or increase their use with minimal or no operating cost increase?
- This project will benefit and/or be utilized by other Marathon County departments?
- This project is consistent with an overall County plan, policy, or goal; and is necessary to complete a project that has begun or under construction?

Please explain all checked boxes below:

1. DNR made as a condition of approval for expansion of new air space, the closure of at least 10 acres of the landfill. This project was planned for 2024 or 2025, but DNR forced early closure.
2. Without approval to use the newly construction air space, county municipalities and businesses would not have landfill disposal capacity past April 2023.
3. This system is a part of the ongoing operations and construction of landfills.



Capital Project Request Form

PROJECT COST

Estimated Cost Components		Cost Allocation Per Fiscal Year	
Preliminary Design / Study	\$0.00	If project funds can be allocated over more than 1 year, please indicate the amount to be allocated for each year below:	
Final Design and Engineering			
Land Acquisition	\$0.00	Fiscal Year 23	Amount 2,660,759.75
Construction / Installation	\$2,660,759.75	Fiscal Year	Amount \$0.00
Equipment/Furnishings		Fiscal Year	Amount \$0.00
Other: Contingency	\$0.00	Fiscal Year	Amount \$0.00
Miscellaneous Costs	\$0.00	Fiscal Year	Amount \$0.00
Project Budget (total of estimated cost components)	\$2,660,759.75	←----- (sum of above should equal) -----!	
Is this project to be funded entirely with CIP funds?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Total CIP Funding Requested		\$0	

If not funded entirely with CIP funds, list below any other (non-CIP) funding sources for this project	Funding Amount
<ul style="list-style-type: none"> Solid Waste Bluebird Ridge Closure Account 	\$ 2,660,759.75

ASSET LIFE, RECURRING COSTS AND RETURN ON INVESTMENT

If an existing asset (facility or equipment) is being renovated or replaced, what is the age of the existing asset in years?		
Expected service life (in years) of the existing asset, based on applicable industry standards?		
Estimated Service Life of Improvement (in years)		30
Existing Estimated Costs	Annual Operating Costs	\$20,000
	Repair / Maintenance Costs	\$15,000
	Other Non-Capital Costs	
	Existing Operating Costs	\$35,000
Future Estimated Costs	Annual Operating Costs	\$20,000
	Annual Maintenance Costs	115,000
	Other Non-Capital Costs	
	Future Operating Costs	\$35,000
Estimated Return on Investment (in years)		\$

Explain any other annual benefits to implementing this project:



Capital Project Request Form

5 YEAR FORECASTED PROJECTS (if you want a project considered please put on this list)

Program Year	Project	Description of Project	Estimated Cost
2023	Gas well installation	Install vertical wells and connect via header system. Upgrade Blower and Flare Station	\$1,250,000
2024	Area B closure	Installation of cap on 24 acres of landfill	\$5,700,000
2025	Phase 6 liner	Construction of 10 acres of landfill liner	\$3,000,000
2025	Gas well installation	Install vertical wells and connect via header system	\$200,000
2025	Wastewater treatment facility – or on-site treatment	Onsite wastewater treatment facility to remove or destroy a variety PFA compounds. Uncertainty around this remains. Currently no discharge requirements have been codified, nor has a destruction technology been adequately field tested. This project may need to be expedited should EPA regulate PFAS under the Comprehensive Environmental Response, Compensation and Liability Act (Superfund).	\$5,000,000
2026	Phase 7 liner	Construction of 10 acres of landfill liner	\$3,000,000
2026	Phase B closure completion	Connecting apron closure of area with top area closure	\$3,000,000
2027	Gas well installation	Install vertical wells and connect via header system	\$225,000
20			
20			
20			
20			
20			
20			
20			



Capital Project Request Form

Do NOT fill out page below – for use by FCM Department

- | | |
|---|--|
| <input type="checkbox"/> NO CIP Funds requested – Informational Only | <input type="checkbox"/> Bring request back to CIPC next year |
| <input type="checkbox"/> Outlay (small caps) < \$30,000 or Use Budget | <input type="checkbox"/> CIP Funds – move forward to HRFPC >\$30,000 |

NOTES:

Project Number	<i>(Do NOT fill in – for use by F&CM Department)</i>
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COMPLETION DATE: *OR* **CONTINUE NEXT YEAR:**

DATE APPROVED BY HRFPC:



Capital Project Request Form

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DATE APPROVED BY COUNTY BOARD:

RESOLUTION #R-____-23

Resolution to Amend the 2023 Capital Improvement Project List to add Phase A Closure of Bluebird Ridge Recycling and Disposal Facility

WHEREAS, the Board of Supervisors of Marathon County has approved the 2023 Capital Improvement Project List; and

WHEREAS, the Capital Improvement Project List is a dynamic process and subject, pursuant to Resolution R-89-91, to periodic review and/or amendment; and

WHEREAS, there is currently a need to amend the 2023 Capital Improvement Project List to identify an additional project, the completion of Phase A Closure of Bluebird Ridge Recycling and Disposal Facility; and

WHEREAS, the total cost of the project will be \$2,660,760.00; and

WHEREAS, \$2,660,760.00 would be funded from the Solid Waste Department's Bluebird Ridge Closure fund. This funding has been approved and allocated by the Solid Waste Management Board; and

WHEREAS, the Solid Waste Department is operated as an enterprise fund and is not supported by tax levy. Therefore, the Solid Waste Department shall fund the total project through the Solid Waste Department budget.

NOW, THEREFORE, BE IT RESOLVED by the Marathon County Board of Supervisors to amend the 2023 Capital Improvement Project List to add as a project the Completion of Phase A Closure of Bluebird Ridge Recycling and Disposal Facility.

BE IT FURTHER RESOLVED that the Marathon County Board of Supervisors approves funding for this project through a budget transfer of \$2,660,760.00 from the Bluebird Ridge Closure fund.

Dated this _____, 2023,

Fiscal Note: The total cost of this project is \$2,660,760.00 and will be fully funded through the Solid Waste Department's Bluebird Ridge Closure Fund.

Solid Waste Management Board





Sec. 3.20. Sale of tax delinquent land.

(1) ~~County Board Delegation Policy and Statutory Authorization. The Marathon County Board of Supervisors intends properties within Marathon County with delinquent property taxes to be returned current and to the county property tax rolls as soon as practicable. To this end, the County Board adopts the use of Chapter 75 of the Wisconsin Statutes, including the use of the in rem foreclosure process as outlined in Wis. Stat. § 75.521, to be utilized for this purpose.~~

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~~The County Board does hereby delegate to the County Clerk or designee (hereunder for this section County Clerk is fully understood to include the designee) the power to manage and sell all tax deeded lands pursuant to policy guidelines established by the committee of jurisdiction. The Finance and Property Committee, or its successor committee, shall be the committee of jurisdiction. The committee shall be assisted by both the County Clerk's office and the County Treasurer's office.~~

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(2) *Committee of Jurisdiction.* The Human Resources, Finance and Property Committee shall determine all policies to be followed with respect to the acquisition, management and/or sale of tax ~~deeded delinquent~~ property, pursuant to Ch. 75, Wis. Stats., and ordinance criteria set forth herein. In this section, the term "appraised value" means the value of tax ~~deeded delinquent~~ property determined at the discretion of the Human Resources, Finance and Property Committee. In the absence of an alternative amount as determined by the Human Resources, Finance and Property Committee, "appraised value" shall be defined as 50% of the assessed value of the property for the purpose of sale of tax delinquent land under this section.

Commented [MP1]: I suggested this language as a floor amount to be utilized unless an alternative amount is set.

(3) *Authority of County Clerk.* The County Board delegates to the County Clerk or his or her designee (hereunder for this section County Clerk is fully understood to include the designee) the power to manage and sell all tax delinquent lands pursuant to policy guidelines established by the committee of jurisdiction. The County Clerk shall have the responsibility to carry out all duties delegated to that office by the Wisconsin Statutes and, in addition, shall do the following after acquisition of tax delinquent property by Marathon County:

- (a) Notify other county departments that Marathon County has acquired tax ~~deeded delinquent~~ property in the event those departments determine that said property falls within county program needs.
- (b) Retain professional assistance necessary in order to carry out the sale of tax ~~deeded delinquent~~ property. Such professionals ~~shall may~~ include, but not be limited to, surplus property auction servicers, licensed appraisers, real estate brokers, real estate salesman and others as may be needed for overall management and possible sale of ~~these tax delinquent~~ properties. An annual budget shall be established in the County Clerk's office for such expenses.
- (c) Have the discretion to permit and/or authorize reasonable maintenance, access and/or use of tax ~~deeded delinquent~~ property pending sale.
- (d) All vacant tax delinquent lands acquired by ~~tax deeded the County~~ shall be deemed open to reasonable recreational use unless posted by the County Clerk under the authority granted above.

(4) Preference to Former Owner to Repurchase. Preference will be given to the former owner of the property or his or her heirs in accordance with the authority granted in § 75.35(3), Wis. Stats., or its successor statute, in the following manner and subject to the general policy guidelines set forth herein:

Commented [MP2]: This section is not required by statute - does the board wish to continue this preference? If so, does the board wish for the 60 days to remain as the preference period? Once an in rem foreclosure process is completed, this will require an additional 60 days prior to a sale. This may complicate the auction process following acquisition by in rem.

(a) If the land is occupied, it shall be the general policy, because of liability concerns, to commence immediate legal action to evict any occupant of such lands. An exception to this policy may be granted by the Human Resources, Finance and Property Committee due to mitigating or extenuating circumstances or in the interest of justice and fairness.

(b) ~~Regardless of whether the property is or is not homestead property, t~~he former owner or his or her heir(s) shall have the preferential right to repurchase the property up until 60 days from the date of

Commented [MP3]: Is this exception still wanted by the board?

~~approval by the Finance and Property Committee of the acquisition of the property by tax deed by Marathon County.~~ There shall be no extensions of this preference.

- (c) The cost of the repurchase shall be as set forth in §§ 75.35 and 75.36(3), Wis. Stats., or ~~its~~ their successor statutes, including costs of acquisition and maintenance permitted by law. The requirements of § 75.69, Wis. Stats., shall be waived. Any sale to a former owner shall be by quitclaim deed with the sale including no warranties by Marathon County as to the real property or any personal property located thereon. In no case shall the cost of repurchase be less than the amount of delinquent taxes owed to Marathon County as to the property prior to acquisition by the County, including any interest imposed under Wis. Stat. § 74.47, in addition to the amount of any liens or judgments on the property that were extinguished by the transfer of the property to the County .

Commented [MP4]: Written to avoid the situation where a prior owner benefits from the process by having liens wiped out and then reacquires the property at a reduced cost.

(5) *Retention of ownership by County.*

- (a) Within 30 days of the notification by County Clerk, as provided above, any county department that determines that the tax ~~deeded delinquent~~ property meets their program needs shall notify the County Administrator of the need for said property. Such notification shall include, shall notify the County Clerk of the following:

Commented [MP5]: If a department is seeking to utilize acquired property, it seems that there should be involvement of the administrator.

1. That the department has interest in acquiring the property; and
2. Whether F funds are available to be may be transferred from the department budget or other special funds to pay for all or part of the purchase price; and/or

Upon receipt of such a notification, the County Administrator shall request that the Human Resources, Finance and Property Committee review the department's request to retain the property for departmental use. Such a request may be approved by a majority vote of the Human Resources, Finance and Property Committee.

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2. ~~The department requests a transfer from the contingency fund to cover all or part of the purchase price.~~

- (b) The cost for the department to purchase the tax ~~deeded delinquent~~ property shall be set by the Human Resources, Finance and Property Committee. Proceeds of any such sale shall be as follows:

1. ~~Homestead property. Because former owners are entitled to net proceeds, the cost of purchase of homestead property to the department shall be the appraised value as determined by the Finance and Property Committee. The proceeds shall be distributed in accordance with Wis. Stat. § 75.36(3) and subsection (6)(e) below.~~

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2. ~~Non-homestead property. Because former owners are not entitled to proceeds, the cost for purchase of non-homestead property to the department shall be the cost of back taxes without interest or penalties, the cost of special assessments and charges plus the costs of acquisition and maintenance as permitted by law.~~

Commented [MP6]: To comply with the law change in 75.36.

(6) *Public Sale.*

- (a) In the event that tax ~~deeded delinquent~~ property is not repurchased by the owner or retained by a county department, the County Clerk may sell tax ~~deeded delinquent~~ lands at public sale by advertising the sale and the appraised value of such property, as set forth in subsection (2) of this section or as determined by the Human Resources, Finance and Property Committee, using a Class 3 notice, pursuant to § 75.69, Wis. Stats., or its successor statute. Such a public sale shall be conducted by utilizing a surplus auction service or website as selected by the County Clerk with the minimum bid being set as 50% of the property's assessed value (the "appraised value" of the property). Sale through such an auction shall be to the highest bidder as long as the accepted bid is equal to or greater than the appraised value of the property. The County Clerk may determine that a bid other than the highest bid is the bid most advantageous to the County, and the Clerk may accept the bid most advantageous to

~~the county that bid~~ as long as it is in accordance with §§ 75.35 and 75.69, Wis. Stats., is greater than the appraised value of the property, and the acceptance is consistent with the ~~and the~~ following guidelines. When determining what bid is considered the most advantageous to the County, the following criteria shall be followed:

1. The dollar amounts of the various bids.
2. The future use to which the property would be put, which shall include a consideration of the applicable sanitary and zoning codes, cost of providing services and road access and potential revenue from assessments.
3. Whether by accepting one bid, the property will/will not be subject to real estate taxes.
4. What is the best method of proceeding so as to protect the public health, safety, recreation and welfare of citizens and visitors alike to the County.

Acceptance by the County Clerk of a bid other than the highest bid submitted at auction must first be approved by the Human Resources, Finance and Property Committee.

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(b) *Property not sold on the first attempt.* In the event no bid is received in an amount equal to or above the appraised value of the property on the first attempted sale:

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1. The County Clerk is authorized to relist with an auction service or website and sell the property for an amount equal to or above the appraised value within two years of the date of the last advertisement without readvertising.
2. The Human Resources, Finance and Property Committee may direct the County Clerk to readvertise the sale of such property by publication of a Class 1 notice, for an amount less than the property's appraised value and may accept the bid most advantageous to the County as set forth above.

~~(c) A ten percent deposit of the bid must accompany all sealed bids. Unsuccessful bidders' deposits will be refunded.~~

~~(d) The successful bidder has 45-30 days from the date written notice is sent by certified mail to pay the balance of the bid entire bid amount. Upon payment of the balance plus recording fees, a quit claim deed indicating the sale of the property is "as is" with no warranties will be issued by the County Clerk to the bidder. If the bidder does not pay the balance within 45-30 days, he or she will forfeit the ten-percentany deposit and the property will be relisted for sale.~~

(e) Proceeds from public sale shall be distributed in accordance with § 75.36(2m), (3) and (4), Wis. Stats., or their successor statutes, including any costs of acquisition, maintenance or sale permitted by law.

(f) This section shall not apply to the exchange of property or to the withdrawal and sale of county forest lands or the sale or exchange of land to or between municipalities or to the state.

(7) *Notice to Municipality where property is located.* No tax delinquent real property shall be sold by the County Clerk under paragraph (6), unless notice of such sale is mailed to the clerk of the municipality in which the real estate is located at least six weeks prior to the publication of the first legal notice. Land may be retained by the County under paragraph (5) without prior notice to the municipality.

(8) *Sale of tax delinquent property to municipality.* Any municipality, upon prior authorization and approval by its governing board and the County Board, may sign an agreement on terms of the sale of tax delinquent land and the agreement will then be operative between the county and the municipality. The county may agree to sell tax delinquent property at private sale to a municipality under the following terms:

(a) Unpaid general property taxes, special assessments, special charges, and special taxes levied against the property including interest and penalties; or

(b) The "appraised value" of the property, whichever is less. Under this subsection, "appraised value" is defined as the assessed value of the property unless another value is set by the Human Resources, Finance and Property Committee.

(9) *Homestead property.*

(a) Upon acquisition of tax delinquent property by Marathon County, the County Treasurer shall notify the former owner, if the former owner had used the property as the former owner's homestead at any time during the five years preceding the County's acquisition, the County Treasurer shall notify the former owner, by registered mail or certified mail sent to the former owner's mailing address on the tax bill, that the former owner may be entitled to a share of the proceeds of a future sale.

(b) ~~If the former owner does not request, in writing, payment within 60 days after receipt of notice, the former owner forfeits all claims to the proceeds.~~

~~(c) If the former owner timely requests payment, the County shall send the former owner net proceeds as set forth in subsection (6)(e), above, and also withhold any delinquent taxes, interest and penalties owed by the former owner to the county with regard to other property. Upon sale of tax delinquent property, the County Treasurer shall send to the former owner the remaining net proceeds of the sale of the property as defined in Wis. Stat. § 75.36(3), if any such proceeds exist, minus any delinquent taxes, interest, and penalties owed by the former owner to the county in regard to other property and minus the actual costs of the sale as specified under Wis. Stat. § 75.36(3)(a) plus all amounts disbursed under Wis. Stat. §§ 75.36(3)(b) and (bm) and plus the amount of property taxes that would have been owed on the property for the year in which the sale occurs if the county had not acquired the property.~~

(c) If the former owner cannot be located within 5 years following the mailing of the notice under this subsection, the former owner forfeits the right to the remaining equity in the property.

(10) ~~Outstanding special assessments.~~ A taxing jurisdiction with which outstanding special assessments have not been settled in full, or otherwise, may purchase tax ~~deeded delinquent~~ property from the County in accordance with § 75.35(2)(f), Wis. Stats., or its successor statute.

(O-20-91; O-18-10; O-10-14)

Sec. 3.21. Delinquent property taxes.

(1) Pursuant to the authority granted by § 74.47(2), Wis. Stats., there is hereby imposed a penalty of 0.5 percent per month or fraction of a delinquent month, in addition to the interest provided for in § 74.47(1), Wis. Stats., on all real estate taxes, special assessments, special charges, special taxes and personal property taxes included in tax rolls that are currently delinquent or may become delinquent.

(2) Interest and penalty will be distributed in accordance with § 74.47(3), Wis. Stats.

(3) Pursuant to Wis. Stat. § 75.36(3)(a)1, the reasonable estimate of the average foreclosure costs, record-keeping costs, legal costs, advertising costs, and title insurance costs associated with tax delinquent properties shall be set at \$150.00 per property.

(O-29-89)

Commented [MP7]: This incorporates the fee proposed by Connie that is permitted by statute as an average estimate of costs associated with the process.

Sec. 3.23. Environmental site assessment.

(1) *Definitions:* Whenever any of the following terms are used in this section, such terms shall be deemed and construed to have the meaning ascribed to them as follows:

-
- (a) *Environmental professional* means a person possessing the combination of certification, licensing, education and/or experience necessary to conduct a Phase I Environmental Assessment consistent with the "All Appropriate Inquiry" standard established by the Environmental Protection Agency and meeting the professional qualifications established by the Wisconsin Department of Natural Resources under NR 712 of the Wisconsin Administrative Code [or its successor code provision](#).
 - (b) *Environmental Transaction Screen* must be conducted by a natural resource or health professional and result in completion of an Environmental Transaction Screen Questionnaire, observing site conditions of the property with direction provided by the questionnaire, and, to the extent reasonably ascertainable, conducting limited research regarding certain governmental records and standard historical sources.
 - (c) *Phase I Environmental Site Assessment (ESA)* must be conducted by an environmental professional and meet the federal requirements associated with the "All Appropriate Inquiry" standard delineated in 40 CFR Part 312 [or its successor statute](#) and result in a report which identifies potential for environmental contamination liabilities. The analysis typically addresses both the underlying land as well as physical improvements to the property; however, techniques applied in a Phase I ESA never include actual collection of physical samples or chemical analyses of any kind. Scrutiny of the land and improvements includes examination of potential soil contamination, groundwater quality, surface water quality and sometimes issues related to hazardous substance uptake by biota.
 - (d) *Phase II Environmental Site Assessment (ESA)* must be conducted by an environmental professional and is an "intrusive" investigation which collects original samples of soil, groundwater or building materials to analyze for various contaminants of concern. This investigation is normally undertaken when a Phase I ESA identifies recognized environmental conditions. The most frequent substances tested are petroleum hydrocarbons, heavy metals, pesticides, solvents, asbestos and mold.
 - (e) *Natural resource or health professional* means a person possessing the combination of certification or licensing, education and/or experience necessary to conduct "All Appropriate Inquiry" by accurately completing an Environmental Transaction Screen Questionnaire.
- (2) *Scope*: All interest in real property to be acquired by the County by purchase, trade, ~~tax deed~~, or any other method, [with the exception of tax delinquent property acquired pursuant to any method, including those outlined in Wis. Stat. Chapter 75](#), shall be subject to this ~~ordinance~~ [section](#).
 - (3) *Intent*: Hazardous and solid wastes and hazardous substances are major concerns in the acquisition and ownership of real property. Federal and State laws and regulations impose severe restrictions and liability upon owners of real property containing hazardous or solid wastes or hazardous substances regardless of the conditions of the real property when originally purchased. There are a number of ways for the county to limit its liability including through the local government liability exemption under § 292.11(9)(e) of the Wisconsin Statutes and the bona fide purchaser protection under 40 CFR Part 312 of the Federal Code and Section 101(20)(D) of Comprehensive Environmental Response, Compensation and Liability Act. This section is intended to create a process by which the County and its agencies are diligent in evaluating a property regarding the environmental condition, including the presence of hazardous or soil wastes or hazardous substances, prior to making a final decision whether to acquire the real property.
 - (4) *Procedures*: Prior to the acquisition or the execution of any contract or document obligating the County to acquire any real property, ~~including tax delinquent property~~, in the name of Marathon County, or one of its related entities, the following procedure shall be followed:
 - (a) Any County agency or entity, other than the Highway Department and the Central Wisconsin Airport, shall obtain an Environmental Transaction Screen of the real property to be conducted by a natural resource or health professional [and consistent with the requirements outlined in 40 CFR Part 312](#).

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- (b) In the event it reasonably appears, based on the Environmental Transaction Screen, that minimal risk of hazardous or solid waste or hazardous substances are present, the natural resource or health professional shall prepare a report recommending approval of acquisition addressed to the referring department or entity.
 - (c) In the event the results of the Environmental Transaction Screen are inconclusive or indicate that a greater than minimal risk exists that hazardous substances are present, and the department elects to continue the acquisition process, the department shall obtain a Phase I Site Assessment to be conducted by an environmental professional. The environmental professional shall prepare a report recommending whether there is a reasonable basis to believe hazardous or solid waste or hazardous substances may exist on or beneath the surface of the real property.
 - (d) In the event the Phase I Site Assessment identifies recognized environmental conditions, and the department elects to continue the acquisition process, the department shall obtain a Phase II Site Assessment of the real property to be conducted by an environmental professional. The environmental professional shall prepare a report regarding the environmental condition of the real property.
 - (e) All county departments and entities shall cooperate fully with natural resources, health or environmental professionals conducting assessments under this ~~ordinance [section]~~.
 - (f) Copies of all reports generated pursuant to this procedure shall be provided to the referring department or entity and the Marathon County Risk Manager's Office. The original shall be filed with the Marathon County Clerk.
 - (g) The cost for any of the screens or assessments required above shall be paid by the department seeking acquisition of the real property.
 - (h) The Highway Department and the Central Wisconsin Airport are authorized to conduct Phase I and II Environmental Site Assessments according to the processes described by associated State and Federal agencies.
- (5) *Persons conducting Environmental Screens/Assessments.*
- (a) ~~Due to the number of initial Environmental Transaction Screens occurring pursuant to the procedure set forth above, and due to the need for consistency, t~~he natural resource or health professional conducting the Environmental Transaction Screen ~~shall~~ may be an employee of Marathon County or another political subdivision of the State of Wisconsin providing services to Marathon County pursuant to an agreement under § 66.0301, Wis. Stats.; or if such employee is unavailable or unable to conduct the assessment in a timely manner, the environmental professional may be a private contractor.
 - (b) Due to the higher level of training, education, licensure, and experience required, an environmental professional conducting a Phase I or Phase II Site Assessment may be an employee of Marathon County or another political subdivision of the State of Wisconsin providing services to Marathon County under an agreement pursuant to § 66.0301, Wis. Stats.; or if such employee is unavailable or unable to conduct the assessment in a timely manner, the environmental professional may be a private contractor.
- (6) *Remediation:* In the event an Environmental Assessment discloses the presence of hazardous or solid waste or hazardous substances, said report may include a cost for additional investigation and remedial action as may be required by the Environmental Protection Agency and/or the Wisconsin Department of Natural Resources.
- (7) *Acquisitions Approved:* Final approval of real property acquisition shall proceed as follows:
- (a) Real property which is not identified as containing hazardous or solid waste or hazardous substances may be approved for acquisition by the county board or another subunit of the county legally authorized to acquire real property.

(b) Real property which is identified as containing hazardous or solid waste or hazardous substances shall be subject to the following:

1. The department or entity seeking acquisition shall confer with the risk manager and county administrator (or their designees) to evaluate the risks and benefits of acquisition.
2. The department or entity seeking acquisition shall generate a written report setting forth risks and benefits of acquisition as well as efforts of the department or entity in meeting the "All Appropriate Inquiry" standard and an explanation of any liability protection available to the county.
3. The acquisition may then be approved by the county board or another subunit of the county legally authorized to acquire real property.

(8) *Acquisitions Contingent/Voidable*. All acquisitions of real property shall be made contingent upon compliance with this section. Any acquisition of real property made by the county, or its departments or entities which is not in substantial compliance with this section, shall be voidable.

Resolution #R-28-23
RESOLUTION ESTABLISHING 2024 BUDGET PRIORITIES AND GUIDELINES

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Marathon County Board of Supervisors hereby establishes the following categorical priority guidelines for the County Administrator to consider, in conjunction with the direction to maintain the county's long-term fiscal health and strong credit rating, when creating the 2024 budget:

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

BE IT FURTHER RESOLVED, the seven (7) standing committees of Marathon County are hereby called upon to continue the review of the 2023 mandated services report and the rate and fee documents during the ensuing months to develop additional recommendations for consideration by the Board of Supervisors in the 2024 budget development and approval process.

HUMAN RESOURCES, FINANCE, AND PROPERTY COMMITTEE

Resolution #R-28-23

RESOLUTION ESTABLISHING 2024 BUDGET PRIORITIES AND GUIDELINES

(Proposed by Supervisor Baker at 5/23 Board Meeting and voted to send back to HRFC)

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

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

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

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

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

WHEREAS, during the 2023 budget process, the Marathon County Board of Supervisors and the County Administrator indicated a commitment to further review non-profit funding; and

WHEREAS, Marathon County's Debt Management Policy, section 1.51(5), states "Utilizing the County's debt capacity will only be considered after all other financing options have been exhausted";

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

NOW, THEREFORE, BE IT RESOLVED that the Marathon County Board of Supervisors hereby establishes the following categorical priority guidelines for the County Administrator to consider, in conjunction with the direction to maintain the county's long-term fiscal health and strong credit rating, when creating the 2024 budget:

1 – Capital Reserves (Structural Deficit) – proposed budget should not utilize capital reserves to fund operating costs and debt services, while using remaining ARPA for capital needs.

2 - Employee Compensation – proposed budget should be based on a **maximum** 3% increase in employee compensation.

3 - Health Insurance – proposed budget should maintain the quality of health care program currently offered to employees, while also evaluating the delivery vehicle and cost.

4 - New Positions – proposed budget should not include any new positions unless they are fully funded through non-levy resources.

5 - Operating Expenses – proposed budget process should strive to pursue efficiencies in service delivery to reduce costs **and limit the increase in total tax levy to the increase in net new construction.**

6- Standing Committees- Proposed budget should equally consider all standing committee recommendations on programs and services.

7- Non-Profit Funding - Proposed budget should include a plan to convert nonprofit funding to a true “fee for service” basis, utilize requests for proposals for desired services rather than issue sole source contracts, and provide an estimate of cost savings vs. directly providing the services.

8 –Debt Use – Per County debt management policy and in light of the recent rapid increase in County debt, the proposed budget should consider utilizing \$8,000,000 to \$10,000,000 of ARPA funds to extend the life of the current Highway Department facilities on West Street.

BE IT FURTHER RESOLVED, the seven (7) standing committees of Marathon County are hereby called upon to continue the review of the 2023 mandated **and discretionary services report, the rates and fees document, and the 5-year departmental expense and levy document during** the ensuing months to develop additional recommendations for consideration by the Board of Supervisors in the 2024 budget development and approval process.

Resolution # R-____-23

**A RESOLUTION APPROVING THE 2023 CONTRACT BETWEEN MARATHON COUNTY
AND THE HUMANE SOCIETY OF MARATHON COUNTY**

WHEREAS, Marathon County desires to purchase services from the Humane Society of Marathon County (HSMC), a not-for-profit corporation under the laws of the State of Wisconsin, for the impoundment, care, treatment, and/or humane disposal of stray dogs and quarantined dogs and cats; and

WHEREAS, HSMC is presently situated and capable to provide services to Marathon County for professional and ethical impoundment, animal shelter services, treatment, and humane disposal of an animal; and

WHEREAS, at all times a contract between Marathon County and HSMC shall be construed in a manner to maximize the welfare of the animals who are the subject hereof and who are cared for by HSMC pursuant to the terms of the contract; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401, but periodically uses third party facilities to pursue its mission; and

WHEREAS, per the Marathon County Procurement Code, Marathon County staff conducted a survey of other potential vendors and found that none in the region were capable of performing these services at this time; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) that may enter into a contract with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

WHEREAS, the Human Resources and Finance and Property Committee has reviewed the matter and has recommended approval of entering into a contract with HSMC for 2023 and future years (if renewed); and

WHEREAS, the Human Resources and Finance and Property Committee recommends the use of the Dog License Fund and, in the event that there are insufficient funds, the use of the 2023 Contingency Fund to fund said contract;

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Marathon does hereby resolve and ordain to enter into a contract with HSMC as indicated above.

Dated this 20th day of June, 2023.

HUMAN RESOURCES AND FINANCE AND PROPERTY COMMITTEE
June 7th, 2023

/s/ John Robinson, Chair

/s/ Kody Hart

/s/ Alyson Leahy, Vice Chair

/s/ Ann Lemmer

/s/ Kurt Gibbs

/s/ Yee Leng Xiong

/s/ Gayle Marshall

Fiscal Impact: This resolution funds a contract between Marathon County and HSMC for 2023 and, if renewed, future years.

2023 PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

**BETWEEN
THE HUMANE SOCIETY OF MARATHON COUNTY, INC.
AND THE COUNTY OF MARATHON**

County Address: County Contract Administrator
Marathon County Health Officer
1000 Lakeview Dr. Suite 100
Wausau, WI 54403-6781

Humane Society: Executive Director
7001 Packer Drive
Wausau, WI 54401

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the **County of Marathon** (the "COUNTY") and the **Humane Society of Marathon County, Inc.** ("HSMC"),

RECITALS

WHEREAS, COUNTY desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of: (i) stray dogs; and (ii) quarantined dogs and cats; and

WHEREAS, HSMC, is presently situated and capable to provide services to COUNTY for professional and ethical impoundment, animal shelter, care services, treatment, and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner to maximize the welfare of the animals who are the subject hereof and who are cared for by HSMC pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401, but periodically uses third party facilities to pursue its mission; and

WHEREAS, Attachment 1 outlines the scope of services HSMC proposes to provide to COUNTY; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into a contract with a political subdivision as defined in Wis. Stat. §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

WHEREAS, COUNTY and HSMC desire to enter into this Agreement for the impoundment, care and/or treatment of stray dogs and quarantined dogs and cats for the duration of time as mandated by County Ordinance or Wisconsin Statutes or by other written agreement with COUNTY.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the COUNTY and HSMC as follows:

1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES. HSMC agrees to provide the services detailed herein with respect to stray dogs and quarantined dogs and cats in response to a request by COUNTY for such services as agent for all political subdivisions within the geographic boundaries of Marathon County.

1.1 Stray Dogs. HSMC will operate an impoundment facility to humanely receive, hold, treat, care and dispose of stray dogs as defined per this agreement as well as keep accurate records thereof of all the animals brought to HSMC for this service.

1.2 Quarantine. HSMC will operate an impoundment facility to humanely receive, hold, treat, care and dispose of quarantined dogs and cats as required by law and in coordination of the Marathon County Health Department per this Agreement as well as keep accurate records thereof of all the animals brought to HSMC for this service.

1.3 Animals Held for Cause. This agreement does not include impoundment services for animals taken into custody, pursuant to §173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision, including Marathon County, except stray dogs. Furthermore, this agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, including Marathon County, pursuant to §173.21, Wis. Stats., et seq. COUNTY and HSMC agree that any such services to be performed on behalf of the COUNTY, the Marathon County Sheriff's Department and/or Marathon County Humane Officers shall be subject to a separate agreement. All other political subdivisions located within Marathon County must enter into a separate agreement with HSMC, or other provider, for such services.

1.4 Attempt to Locate Owners. HSMC will attempt to locate the owners of stray dogs and if found, inform the owner the cost of holding, care, and treatment of that owner's animal.

1.5 Ownership of a Stray Dog if Unclaimed. HSMC will obtain ownership of a stray dog if they are unclaimed within the statutory 7-days for eventual adoption or relocation. Disposal costs of a dog that was brought in as a stray shall be borne by the COUNTY pursuant to the terms of Compensation set forth herein.

1.6 Stray Cats. This agreement does not include impoundment services for stray cats. All other political subdivisions located within Marathon County must enter into separate agreements with HSMC, or other provider, for such services.

2.0 COMPENSATION. COUNTY shall compensate HSMC for services detailed in this agreement as follows:

2.1 Compensation. Compensation for services shall be calculated based on the actual annual collection of Dog License Tax Revenue, with NO LESS than \$19,250 to be paid quarterly. Said quarterly payments shall be made by County on January 1, April 1, July 1, and October 1.

2.2 Payment. In addition to quarterly payments, COUNTY will pay the surplus remaining in the Dog License Fund over \$1000.00, pursuant to §174.09(2), Stats, by March 1 of any succeeding year under this contract.

3.0 TERM OF AGREEMENT.

3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall be for one (1) year, commencing January 1, 2023. This Agreement shall expire on December 31, 2023. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0. If the parties execute this Agreement after January 1, 2023, the parties agree that the terms of the Agreement shall be retroactive to that date.

3.2. Renewal Procedures. The Agreement shall not renew automatically and nothing in this Agreement shall be construed as requiring COUNTY or HSMC to renew the Agreement. In the event that either party desires to extend this agreement beyond its one-year obligation, as described in 3.1, the party requesting the renewal must provide notice to the other party prior to the expiration date.

4.0 DEFINITIONS. As used in this Agreement and in all discussions leading to and throughout the Term of this Agreement, the following words shall have the meanings provided below:

4.1 Stray Dog: A dog whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray may be brought to HSMC by the COUNTY'S humane officer or law enforcement officers; or a humane officer or law enforcement officer or by an official or employee of a political division, including a city, village or town, located within the geographic limits of Marathon County; or by private individuals as permitted under sec. §173.13(1)(c), Wis. Stats., consistent with a written policy to be agreed upon by the parties.

4.2 Quarantined: refers to both dogs and cats which have bitten a human being and are subject to quarantine pursuant to §95.21, Wis. Stats.

4.3 Surrender: Is any animal that has been voluntarily handed over to HSMC by its owner, handler or other person entitled to do so. Surrendered Animals are not within the scope of this Agreement.

4.4 Unclaimed: Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.

4.5 Wild Animal: The definition of "wild animal" is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild Animals are not within the Scope of this Agreement.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

5.1 Cooperation. HSMC agrees to use commercially reasonable methods in working with all COUNTY departments, agencies, employees and officers and the employees and officers of the Marathon County Health Department in providing the services described herein. COUNTY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein and in paying for such services.

5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be employees of COUNTY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with

COUNTY. COUNTY shall have no authority over any aspect of HSMC'S personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 Transportation of Animals. COUNTY is not purchasing transportation services from HSMC, and HSMC shall have no ongoing obligation to pick up or transport ANY animal covered by this Agreement.

5.4 Facility Access. HSMC will provide, or assure the availability of, an appropriate facility that will admit, 24 hours a day, 7-days a week, Stray dogs or Quarantined dogs and cats that are dropped off by humane and law enforcement officers operating within the geographical boundaries of Marathon County.

5.5 Services for all Animals. HSMC agrees to provide services to COUNTY for professional, humane and ethical impoundment, animal shelter, care services, treatment, and humane disposal of any animal within the scope of this agreement.

5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the dog's owner in order to arrange for either the surrender of the dog or the return of the dog. Said efforts will be made within the statutory 7-day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray dogs are never known or even identified such that HSMC'S ability to find the owner may be a legal impossibility.

5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, treatment, adoption, or final disposition (euthanize, transfer or adoption) of all animals within the scope of this agreement and in compliance with all federal, state, and local laws.

5.8 Not an Exterminator. COUNTY agrees that HSMC does not provide services for any animal that would be best handled by a 'pest' exterminator.

5.9 Disposition of Stray Dogs. After the statutory waiting time, typically seven (7) days, the parties agree that HSMC may obtain exclusive possession of all dogs covered by this agreement. However, and at the HSMC's sole discretion and as allowed by law, the HSMC may not desire to take possession of certain dogs and may terminate the dogs and dispose of the dogs' remains.

5.10 Protocols. HSMC and COUNTY agree that HSMC will create certain protocols (rules) for COUNTY'S agents to follow in order to accomplish the efficient execution of this contract with a minimum of confusion or disagreement.

5.10.1 Law enforcement, humane officers and other agents of the COUNTY may be requested to assist with the creation and efficient administration of these protocols.

5.11 Review of Services to All Animals. HSMC agrees that the County Contract Administrator or its designated agent shall have access to HSMC executive officer or president of the HSMC Board of Directors in order to verify compliance with the terms of this Agreement during regular business hours. The parties agree that at least one formal meeting shall occur annually by June 1 to review all aspects of this agreement, including but not limited to; utilization data in terms of the number/length of stay for dog impoundment and the quarantine of cats and dogs services, adequacy of compensation to cover the costs of services and analysis of revenues as defined in Schedule A, and anticipated Dog License Tax Revenues.

5.12 Records. HSMC agrees to keep statistical records of all Animals, including origin (jurisdiction), admittance, disposition, care, treatment, and redemption records. Such records shall be made available to the County Contract Administrator or his/her agent as the Administrator may request from time to time. Such records will be available for review physically or electronically at HSMC. HSMC agrees to forward copies of the following reports to the County Contract Administrator on a quarterly basis: Shelter Statistics – Intake; Shelter Statistics – Outcome; Shelter Statistics – Average Length of Stay by Intake; Shelter Statistics – Average Length of Stay by Outcome Type; Shelter Statistics – Animal Care Days by Intake Type; Shelter Statistics – Animal Care Days by Outcome Type; Intake Detail Report for Stray Dogs for All Jurisdictions. In addition, HSMC agrees to forward a year end summary of the number of quarantines, HSMC costs for each quarantine, and quarantine fees recovered. HSMC also agrees to provide COUNTY with access to Financial Statements, including annual tax returns.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 90 days written notice.

6.2. In the event this agreement is terminated, HSMC shall be paid an amount which bears the same ratio to the total annual compensation herein (\$77,000) as the number of months that services have been provided bears to the total number of months covered by the agreement (12 months), unless payments of compensation have previously been made.

6.3 In the event this agreement is terminated prior to December 31, 2023, the COUNTY's obligation to pay any surplus remaining in the Dog License Tax Fund, pursuant to §174.09(2), Wis. Stats., and par. 2.2 of this agreement shall be cancelled.

7.0 INSURANCE and INDEMNIFICATION.

7.1 Indemnification of COUNTY. HSMC shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of HSMC furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of HSMC and COUNTY under this paragraph shall survive the expiration or termination of this Agreement.

7.2 Insurance. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Comprehensive General Liability - \$1,000,000.00 combined single limit.
- Business Auto - \$1,000,000.00 Combined single limit.

- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work
- Umbrella coverage - \$1,000,000.00 minimum.

7.2.1 COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, HSMC shall furnish COUNTY with a certificate of insurance.

7.2.2 In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to HSMC and shall cooperate with HSMC’S attorneys in the defense of the action, suit, or other proceeding.

8.0 NOTICE TO PUBLIC AND PRIVATE ENTITIES OF NONAFFILIATION.

HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency, or subdivision of COUNTY.

9.0 NOTICES.

9.1 Notices to the County. Except as more specifically provided by the terms of this Agreement, notice to the COUNTY shall be delivered via first class mail, return receipt requested, as follows:

Laura Scudiere Marathon County Contract Administrator 1000 Lakeview Dr. Suite 100 Wausau, WI 54403-6781	Kim Trueblood County Clerk 500 Forest Street Wausau, WI 54403
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9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to HSMC shall be delivered via first class mail, return receipt requested, as follows:

Lisa Leitemann Executive Director Humane Society of Marathon County, Inc. 7001 Packer Drive Wausau, WI 54401	Mary Tubbs President of the Board of Directors Humane Society of Marathon County 7001 Packer Drive Wausau, WI 54401
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10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules, or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of

conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

10.4 Construction.

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT.

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the COUNTY.

13.0 EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

15.0 WARRANTY OF CAPACITY TO EXECUTE.

15.1 I, Laura Scudiere, in my capacity as Marathon County Health Officer, and acting as the County Contract Administrator for Marathon County, and I, Kim Trueblood, County Clerk, warrant that we have the legal authority to execute this Agreement on behalf of Marathon County and to receive the consideration specified in it, and that neither we nor Marathon County sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

15.2 Lisa Leitermann, Executive Director, Humane Society of Marathon County, Inc., and Mary Tubbs and that neither they nor HSMC have sold, assigned, transferred, conveyed, or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY:

LISA LEITERMANN Date
Executive Director, HSMC

MARY TUBBS Date
President Board of Directors, HSMC

FOR MARATHON COUNTY:

LAURA SCUDIERS, Date
County Contract Administrator

KIM TRUEBLOOD, Date
County Clerk

ATTACHMENT 1

RATE STRUCTURE FOR STRAY DOG AND QUARANTINE DOG AND CAT SERVICES

1.0 The following rate structure may be used for informational purposes only to calculate actual costs for Stray Dog Impound Services:

Term	Admission Fee	Max billable days	Daily Rate	Disposition Charge (Day 8)	Vet Bills
2022	\$60.00	7	\$16.00	\$160.00	Billed at cost
2023	\$60.00	7	\$27.00	\$270.00	Billed at cost

2.0 The following rate structure may be used for informational purposes only to calculate actual costs for Quarantine Services:

Term	Admission Fee	Max billable days	Daily Rate	Disposition Charge (Day 8)	Vet Bills
2022	\$90.00	10	\$30.00	\$160.00	Billed at cost
2023	\$90.00	10	\$54.00	\$270.00	Billed at cost

3.0 ALL SCHEDULES ABOVE ARE SUBJECT TO THE FOLLOWING:

3.1 Exceptional or emergency veterinary services provided by non-HSMC staff, which exceeds \$500.00 per animal, may also be tracked for informational purposes only to calculate actual costs.

3.2 Any calculation of actual cost shall also contain an analysis of revenue, which is generated by reclaimed stray dogs or quarantined dogs and cats as well as any court-ordered reimbursement or restitution, and may also be used for informational purposes only.

3.3 County will work with HSMC and District Attorney’s office for the inclusion of “restitution costs” in any criminal prosecution.

ATTACHMENT 1

Humane Society of Marathon County

7001 Packer Drive
Wausau, WI 54401
715-845-2810

**PROPOSAL to: MARATHON COUNTY GOVERNMENT
ANIMAL IMPOUNDMENT SERVICES
QUARANTINE SERVICES**

Dated: July 1, 2023

Services Performed By:
Humane Society of Marathon County
7001 Packer Drive
Wausau, WI 54401
Hereafter referred to as: “HSMC”

Services Performed For:
Marathon County Government
500 Forest Street
Wausau, WI 54403
Hereafter referred to as: “COUNTY”

Contact Information:
Mary Tubbs, Board President
7001 Packer Drive
Wausau, WI 54401
715-551-7036

REQUESTED SERVICE TO BE PROVIDED:

Provide for the impoundment, care, treatment and/or humane disposal of stray dogs.
Provide for the quarantine, observation, care, treatment and/or humane disposal of dogs and cats involved in human/animal bite cases as required by law.

PERIOD OF PERFORMANCE:

January 1, 2023 through December 31, 2023

PROPOSAL SPECIFICATIONS - FACILITY DESCRIPTION, SIZE AND EXPERIENCE:

“HSMC” facility is a 13,000 square foot building with the capacity to hold daily **72** canines, and an additional **20** canines in portable kennels if necessary. The Intake area provides security key access 24/7 to six cages for canine drop offs. There is also an exam room area for veterinary evaluations and medical treatment. “HSMC” has been in existence for more than 50 years providing services to the citizens and governmental units of Marathon County **including impoundment services** for: stray dogs and other non-dog stray animals, quarantined animals that have bitten a human being, animals taken into custody and animals being held for cause. HSMC has been the sheltering facility for both the City of Wausau and all of Marathon County for decades.

HSMC is licensed by the State of Wisconsin as a “Dog Seller” and is subject to the annual unannounced inspection of our facility by the Department of Agriculture, Trade and Consumer

Protection (DATCP), which includes the review of our animal care records. Under the direction of our Executive Director, HSMC has always passed these inspections indicating we meet or exceed Shelter standards as prescribed by Administrative Rule ATCP16. HSMC utilizes a specialized data system to document EVERY animal taken into custody by HSMC, including where the animal was found, who brought it in, care and treatment provided during its stay, behavioral observations, and final disposition of the animal. HSMC maintains a current DEA license and WI SUA permit for controlled sedation and euthanasia substances.

Staff directly responsible for the execution of this agreement are: Lisa Leitermann, Executive Director, Elisabeth Burnett and Ashley Jones, Shelter Operations Coordinators. Currently HSMC has four staff with Euthanasia by Injection certification (Lisa Leitermann, Elisabeth Burnett and Ashley Jones). There is support staff for general intakes, reclaims, adoptions and daily care of the animals.

HSMC continues with a formal contract for veterinary services with PAW Health Network, a 24-hour animal care center, in order to provide consistent and quality care to the animals we receive in a cost effective relationship. HSMC also utilizes Peaceful Pines Pet Memorials for its cremation needs.

Although not subcontractors, HSMC works with numerous other “rescues” and “shelters” throughout the State of Wisconsin for the successful placement of adoptable animals.

SCOPE OF SERVICES:

ACCEPTANCE OF ANIMALS: Law enforcement agencies in Marathon County have 24 hours a day/7 day a week access to HSMC’s Intake area for the delivery of animals. These officers are familiar with HSMC’s facility access and Intake procedures.

HSMC will assist private individuals finding a stray dog in Marathon County with the procedures to bring a stray dog in to HSMC. If it is during HSMC normal business hours, arrangements will be made for that individual to bring the stray dog in. If it is after normal business hours, they will be asked to call their local law enforcement agency.

Quarantined animals are referred to HSMC by the Marathon County Health Department. A quarantine order is sent to HSMC and at the completion of quarantine is sent back to the Health Department with veterinarian signatures of the exam dates and a final disposition of the animal. HSMC explains the sheltering procedure for the animal to the owner and is diligent to recoup \$200 for the quarantine. However, if an owner refuses to pay, we advise the Health Department so they may initiate collection proceedings. HSMC does not hold the animal indefinitely as “collateral”.

HOLDING OF ANIMALS: HSMC is compliant with all applicable statutes, ordinances and codes. Stray dogs will be held for the required seven (7) days unless reclaimed by the owner, or the animal is sick or injured and a veterinarian advises the animal be humanly euthanized.

IMPOUNDMENT PROCEDURE:

Stray Dogs: Stray dogs brought to HSMC will be held for the contracted minimum of seven (7) days. Unclaimed stray dogs will become the property and financial liability of HSMC. Said

animals' disposition will then be determined solely by HSMC staff. Disposition can include: adoption, transfer to another shelter or rescue, or if deemed necessary by HSMC management staff, euthanized due to poor health, injury or other reasons making the animal unadoptable.

Quarantined Dogs and Cats: Animals are processed and records kept through the shelter software. An additional excel spreadsheet is maintained throughout the year as requested by the Health Department. Animals are quarantined in the designated quarantine areas and are only handled by staff and veterinary personnel. HSMC follows state mandated quarantine regulations. Owners are permitted to visit with their pet with a staff person present. Upon release of the animal by the veterinarian, a rabies vaccination is administered, the owner is contacted to arrange pick up the animal, and the completed quarantine form is faxed to the Health Department.

LOCATION EFFORTS: Citizens of Marathon County look in their community and specifically to HSMC if they have lost an animal. Our website and Facebook resources are used to post new "arrivals" to the Shelter that have come in as strays and often times results in the reunion of a lost animal with its owner. Our website is designed to provide resources to pet owners including a current inventory of animals on stray hold as well as adoptable pets. The site also contains various reference links and information on the statutory requirements of reclaiming a lost pet. We post all lost dogs we receive on our Facebook page which has a base of 18K viewers.

HSMC has microchip scanning equipment to assist in the early identification of a registered owner. This has been helpful in the case of a law enforcement officer bringing an animal in and that officer not having scanning equipment in his/her vehicle. In addition, HSMC works in conjunction with local volunteers of Lost Dogs of Wisconsin, an organization that provides free resources and alerts to owners who have lost their pets.

We have noticed as a result of forming these relationships, the impact of social media and the addition of an animal control program in our city that new trends are developing in which dogs are returned to their owners without ever reaching the shelter. That, paired with laws governing dog sellers/ breeders, the option for local low cost spay/neuter and a community that is more progressive thinking related to animal care and responsibility, has resulted in lower intake numbers as compared to years prior.

CARE: HSMC has highly trained and skilled staff dedicated to providing the best possible care to all animals in our facility. HSMC staff is experienced to assess the general health and distress level of animals under our care. In partnership with PAW Health Network, HSMC staff receives training on current animal care practices. Animals in our care are evaluated by veterinarians on a weekly basis. In 2018 HSMC completed the installation of 31 outdoor dog runs to improve the overall health and quality of life of the dogs in our care after receiving approval from Marathon County Parks Department to do so.

ADOPTION: HSMC has extensive experience preparing impounded or quarantined animals for adoption. HSMC protocols include micro-chipping all dogs and cats upon adoption. In addition, all adopted dogs, cats and rabbits are spayed or neutered before leaving the shelter, as it is our mission to promote responsible pet ownership and reduce the risk of future uncontrolled animal population growth. (We reference cats in the event a quarantined cat is unclaimed by an owner and is considered to be an adoptable animal.)

RECLAIM PROCESS: In accordance with state statute, HSMC requires all owners coming forward to reclaim their lost pet to provide proof of Rabies vaccination and license (this applies to all dogs and to cats in the municipalities that require licensing). If an owner does not have their pet vaccinated or licensed, they must prepay for the vaccination and license prior to HSMC releasing the animal.

DISPOSAL OF UNCLAIMED ANIMALS: All unclaimed animals will become the property of HSMC and their disposition will be at HSMC's sole discretion. Disposition can include: adoption or transfer to another shelter/rescue. If deemed necessary by HSMC management staff, an animal may be euthanized due to various criteria making it unadoptable. In the event an animal is humanely euthanized, disposal will comply with the law and industry standards.

EUTHANASIA: HSMC has state certified euthanasia technicians (CET) as well as the ability to utilize veterinarians if it is determined that there is no other viable alternative for an animal due to poor health, severe injury, or behavior such that the animal has attained a "non-adoptable" status. This determination will be at the sole discretion of HSMC management staff.

FEE PROPOSAL: Compensation for services shall be calculated based on the actual annual collection of Dog License Tax Revenue. Quarterly payments shall be made by County on January 1, April 1, July 1 and October 1 according to contract. Additionally, County shall pay the surplus remaining in the Dog License Fund over \$1,000.00, pursuant to State Statute 174.09(2) by March 1 of any succeeding year under contract.

Funds received in excess of stray dog impoundment and quarantine expenses from the dog license tax could be used to provide additional services to the citizens of Marathon County. An example is the provision of veterinary services for lower income county residents.

The mission of the Humane Society of Marathon County, Inc. is to inspire and engage the community to end animal suffering and commit to responsible pet ownership. Our vision is a cruelty-free community enriched by the special bond between people and animals.

A significant segment of the owner-relinquished animal population arriving at HSMC is pets requiring medical care unaffordable to the owner. We also realize a high number of unclaimed stray animals with similar medical needs. One would conclude that people without the resources to provide for their pet's more extensive medical needs may also be the segment unable to afford the required vaccinations and the sterilization which makes the required licensing more affordable to a pet owner.

Another facet of this dilemma could be funding euthanasia service for pet owners who face the decision of abandoning a pet to the streets (to arrive here as a stray) or surrendering it to the shelter and humanely bring closure to the family.

HSMC currently provides surplus pet food to The Neighbor's Place to keep pets and their families together.

HSMC could utilize excess funds to provide an array of services for unmet needs, facilitating the ability to keep family pets in their homes. This affects families with children, the elderly, veterans and those who have simply fallen on hard times.

www.catsndogs.org

Web Site

lisa@catsndogs.org

E-mail Address

Dog Collection Informaiton from 2017 to 2022

YEAR	Total Fees Collected From Municipalities	Amount Payable to WI Dept. of Admin.	Tag Purchase	If County Clerk Retained \$1000 for potential claims	Total After Deductions
2017	\$ 77,639.00	\$ (2,826.80)	\$ (830.00)	\$ (1,000.00)	\$72,982.20
2018	\$ 77,769.50	\$ (2,775.20)	\$ (860.00)	\$ (1,000.00)	\$73,134.30
2019	\$ 76,153.50	\$ (2,708.98)	\$ (1,180.00)	\$ (1,000.00)	\$71,264.52
2020	\$ 75,834.00	\$ (2,698.28)	\$ (1,200.00)	\$ (1,000.00)	\$70,935.72
2021	\$ 80,644.00	\$ (2,875.78)	\$ (1,200.00)	\$ (1,000.00)	\$75,568.22
2022	\$ 74,470.00	\$ (2,652.70)	\$ (1,200.00)	\$ (1,000.00)	\$69,617.30

If County Clerk Retained \$.25 per tag for supplies			
YEAR	Number of Tags	Retain \$.25	
2017	14599	\$ 3,649.75	
2018	14384	\$ 3,596.00	
2019	14248	\$ 3,562.00	
2020	14077	\$ 3,519.25	
2021	14947	\$ 3,736.75	
2022	13826	\$ 3,456.50	

Resolution # R-____-23

RESOLUTION TO ESTABLISH OR MODIFY AN IMPREST FUND AT VARIOUS COUNTY DEPARTMENT

WHEREAS, the County Board is responsible for establishing or modifying the imprest funds of the County; and

WHEREAS, the Marathon County Treasurer, Sheriff Department, Register of Deeds, Clerk of Courts, and County Clerk's Departments currently have change fund cash on hand to facilitate the smooth running of the department; and

WHEREAS, the Marathon County Departments wish to modify the change fund amounts reflected in Exhibit A; and

WHEREAS, the Human Resources, Finance and Property Committee of the County Board of Supervisors of Marathon County recommends approval of the modified amounts of change funds for the various County Departments; and

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Marathon does ordain and resolve to Modify the County Department's imprest funds in the amounts listed on Exhibit A.

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

Dated: June 20, 2023.

MARATHON COUNTY HUMAN RESOURCES< FINANCE AND PROPERTY COMMITTEE

Fiscal Impact: The allocation of funds listed in this resolution will be cash funds of the county as reflected in the general ledger Petty Cash and Change Fund Advances as recorded on the County's General Ledger

Resolution to amend imprest funds for County Departments

Exhibit A

Department	fund		current amount		amended amount
County Treasurer	Change fund	\$	700	\$	1,000
County Treasurer	Drawer 1	\$	200	\$	300
County Treasurer	Drawer 2	\$	200	\$	300
County Treasurer	Petty Cash Fund	\$	100	\$	100
County Clerk	Change Fund	\$	200	\$	300
Register of Deeds	Change Fund	\$	100	\$	300

Marathon County ARPA Grant Program through May 31, 2023

Project Name	Project_Identification	Adopted_Budget	Actual Through 5/31/2023
Courtroom and Jail AudioVideo Enhancements	R-87-21	630,000.00	150,318.95
PTO Balance Liability Reduction	R--5-22	500,000.00	159,836.68
Participation in Uniquely Wisconsin Tourism Campaign	R-07-22	60,000.00	50,000.00
Lease Space within Community Partners Campus	R-08-22	42,900.00	10,724.25
County Support for PSC Broadband Grants	R-21-22	1,157,010.00	-
Dancy Radio Tower Project	R-51-22	371,860.00	48,479.39
Marathon Park Water Service Design and construction	R-52-22 and R-65-22	1,024,400.00	284,053.02
Regional Forensic Science Center	R-53-22	2,000,000.00	-
4 Year Transportation Plan Project	R-54-22	10,337,879.00	-
North Central Healthcare Remodel	R-55-22	3,115,010.00	2,056,226.54
NCHC Operating 2023	R-65-22NCHC	1,850,000.00	1,850,000.00
2023 County Utilities	R-65-22 Utilities	404,200.00	-
District Attorney Victim Witness Program Staff	R-65-22 DA	90,064.00	
2023 CIP Jail Kitchen Project	R-23-23	64,205.00	86.30
2023 CIP East Gate Hall Boiler Replacement	R-24-23	179,300.00	1,688.50
		21,826,828.00	4,611,413.63
	Total 2022 Expenditures		411,425.57
	Total 2023 Expenditures		4,199,988.06
			4,611,413.63
Marathon County Total ARPA Allocation		26,356,580.00	

RESOLUTION APPROVING THE HIRING OF A BROADBAND CONTRACTOR

WHEREAS, Marathon County has been working to facilitate the expansion of broadband access to all areas of the County and especially those remote rural areas within the County that lack reliable internet service; and

WHEREAS, in order to accomplish the goal of facilitating expansion of broadband access to citizens of Marathon County, the Marathon County Board of Supervisors formally created the Broadband Task Force; and

WHEREAS, the Broadband Task Force has identified as being of crucial importance to the success of broadband expansion the need for accurate data that correctly identifies the location of the unserved or underserved areas within the County; and

WHEREAS, current maps, such as the Federal Communications Commission's (FCC) and the Public Service Commission's broadband maps, are unreliable, making it difficult to accurately identify where the unserved and underserved areas are; and

WHEREAS, in order to enable Marathon County to accurately identify areas of need for broadband expansion, Broadband Task Force has recommended that a position be created for a part-time broadband contractor who would, among other things, assist in citizen outreach, gather connectivity data, challenge ISP data that is inaccurate, maintain the website and provide citizens with most up to date information, serve as a point of contact for citizens, and provide educational training about broadband expansion in Marathon County.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Marathon does approve, on a temporary basis, the hiring of a part-time broadband contractor, approximately 20-25 hrs per week, which position is expected to sunset on December 31, 2024.

Dated: June 20, 2023.

HUMAN RESOURCES FINANCE AND PROPERTY COMMITTEE

INFRASTRUCTURE COMMITTEE

Fiscal Impact: The broadband contractor position, totaling \$75,000.00 over the projected period, shall be funded from Centergy BEAD grant (\$18,000.00) and the remaining amount shall be allocated from ARPA funding (\$57,000.00).

Here's a draft of a job description for a broadband contractor. I've arranged the work into 3 categories (in bold)

Broadband Contractor job description

COSTS:

Contract for 20-25 hours a week (through 2024). Funded by \$18,000 from Centergy BEAD and the rest from ARPA. \$75k over 18 months. Asking for \$57k from ARPA. The position would sunset in December 2024.

Outreach

Speed Test Mapping Perform outreach to get more people to run the speed test

- Library sessions ? Postcards? Website? Social Media?

FCC Broadband Fabric Map

- Perform outreach to citizens to get people to check the data on their property and, if inaccurate, initiate a challenge
- Go door to door in areas that we know that the map is inaccurate.
 - o Examples: NE corner where carrier says that it is providing 50/10 wifi that we know as inaccurate
 - o Challenge some of the ISP data that appears inaccurate
 - o Example: Challenge the data that says there is wifi in areas that it is highly likely to be inaccurate

Website

- List all providers with a brief description and a link to their ordering and pricing pages
- Show polygons of where we believe ISPs offer wifi
- Show cell coverage maps
- Show Bug Tussel lit up tower locations with likely areas within reach
- Show all ISP fiber polygon maps and provide contact information

Staff Work

Respond to requests from citizens to connect them to ISPs either already able to serve them or to register as a future customer

FCC Broadband Fabric Map

- Export data and give to County CPZ staff to look for missing addresses. If found, send addresses to Fabric
- Challenge some of the ISP data that appears inaccurate
- Example: Challenge the TDS data that says that they provide wifi in areas that it is highly likely to be inaccurate
- Send bulk challenge in if warranted

Planning

- As soon as grants are available either from state or federal sources, actively recruit for partners to apply to fill in the areas that should have been served by LTD via the RDOF fund
- Recommend target areas for broadband expansion

Bug Tussel Loan project

- Publish status of both loan and PSC projects on our website
- Serve as primary contact with Bug Tussel

Frontier and Bug Tussel PSC Grants

- Monitor their progress and make recommendations about distribution of funds per contract

Charter

- Monitor RDOF constructions and publish information on our website

Educating Citizens about affordability and how they can use high speed internet

Provide educational training at all libraries and how to find an ISP for your home, what speeds you might need, expected costs, best equipment solutions for tablets, laptops, desktops, smart TVs, how to apply for subsidized service if they are financially eligible.

Reach out to all town halls and document their current internet access as well as their clerk's home (if they work at home). Compare needs to the current and near-term future and directly connect them to ISP solution providers

Not sure how to do this, but the BEAD grant requires us to survey unserved, underserved, and under represented communities to understand barriers to adoption

Develop kiosk signage at all libraries - Is it a burden to pay for internet service - Here's how to get information about reduced pricing

Work with school districts to identify needs and get information about about affordability and access

Department/Description

RATES AND FEES

Unit **2023
Rate/Fee**

CCITC

Labor Rates

Network Analyst/Application Analyst	Hour	96.00
Programmer	Hour	94.00
Director/Manager	Hour	113.00
Sr PC Technician	Hour	87.00
PC Technician	Hour	84.00
Internet Connection Charge (Outside Users)		690.00
County Tax File on CD		288.00
Municipality Tax File on CD		33.50
Delinquent Tax List	Per parcel	0.40
County PDF Tax Bills		141.00

LRS Subscription Fees

Initial Startup Fee		65.25
Monthly Fee		65.25
Pages Viewed	Per page	0.92
Images Viewed	Per page/max \$385	2.50
Additional User Account		30.00
Reconnection Charge		65.25

Law Enforcement Fees

Annual LEF Support - Based on Applications used	Minimum	8055.00
Shared Software/Hardware Support		Formula
Operating Allocation		Formula

Network Support Fees

Ominicast Server Support		903.00
WAN Support without Spare		903.00
Email Support	Per user	160.00

Other Support Fees

Virtual Servers		1000.00
Storage space per TB - including Secure FTP for DA evidence sharing		120.00
Arbitrator Video Support for the car client side	per car/annual	100.00
Cradlepoint Enterprise Cloud	Per unit	145.00
Two Factor Authentication Yubikey or Mitoken	Per unit	40.00
Mobile Freedom Access	Per license	40.00
Phone Support Charge	Phone Port	93.00

PC/Network Support Fees (Internal)

PC/Desktop Workstation		341.00
Laptop & Notebook Computers		470.00
Moducom PC - not on our network		54.00
Tablet PCs		596.00
ToughBook Computers		596.00
Touchscreen		481.00
All Monitors		31.00
Television		108.00
Dot-Matrix Printers (All)		135.00
Laser Printers		203.00
Color Laser Printers		341.00
InkJet, Bubble Jet Printers, Color Inkjet		67.00
PaintJet, DesignJet Printers		135.00
Tape Backup Systems		135.00
High Speed Scanners		341.00
Page Scanners		168.00
Color Photo Printers		69.00
TRACS Printers		42.00
Projectors		124.00
Sheriff ModuCom Devices (Hardware Only)		59.00
Smartboard Equipment		465.00
Conference Room TV and Room Kit		465.00
Smartphones/iPads/iPhones/iPods using Mobile Device Management		70.00
Smartphones/iPads using Mobile Device Management with VPN to Access Freedom with 1/AD account		
Multi-Function Devices		116.00
UPS Devices for Equipment up to 750VA		135.00

Department/Description**2023**
Unit Rate/Fee

UPS Devices for Equipment 750VA-1.5KVA		236.00
UPS Devices rated for Equipment Totaling 1.5KVA or More		342.00
Public Records Location Fee	Actual direct labor rate plus copying fees	
PC/Network Support Fees (external)		
PC/Desktop Workstation		681.00
Laptop & Notebook Computers		941.00
Moducom PC - not on our network		NA
Tablet PCs		1192.00
ToughBook Computers	At Sheriff's rate for all dispatched by MC	
Touchscreen		963.00
All Monitors		63.00
Television		200.00
Dot-Matrix Printers (All)		270.00
Laser Printers		407.00
Color Laser Printers		681.00
InkJet, Bubble Jet Printers, Color Inkjet		134.00
PaintJet, DesignJet Printers		270.00
Tape Backup Systems		270.00
High Speed Scanners		625.00
Page Scanners		335.00
Color Photo Printers		138.00
TRACS Printers		84.00
Projectors		249.00
Sheriff ModuCom Devices (Hardware Only)		119.00
Smartboard Equipment		930.00
Conference Room TV and Room Kit		930.00
Smartphones/iPads/iPhones/iPods using Mobile Device Management		141.00
Smartphones/iPads using Mobile Device Management with VPN to Access Freedom with 1/AD		231.00
Multi-Function Devices		270.00
UPS Devices for Equipment up to 750VA		472.00
UPS Devices for Equipment 750VA-1.5KVA		684.00
UPS Devices rated for Equipment Totaling 1.5KVA or More		

Central WI Airport**CWA Fees**

Advertising - Varies -Starting Rate	Per month	125.00
Conferere Rooms	Half Day	40-120
Conferere Rooms	Full Day	60-220
Hangar Ground Lease - Building	Annual Sqft	0.54
Hangar Ground Lease - Land	Annual Sqft	0.26
Parking - Daily	Per day	9.00
Parking - Weekly	Per week	45.00
Terminal Office Rent	Annual Sqft	22.76
T-Hangar Rental - Large	Per month	125.00
T-Hangar Rental - Small	Per month	100.00

Clerk's Office**Licenses**

Marriage Licenses		100.00
Marriage Licenses Duplicate		25.00
Marriage License Waiver		25.00
Dog License	Tag	0.50
	Kennel	1.50

Miscellaneous Fees

Photocopies	Copy	0.20
Fax Transmission	Page	1.00

Municipal Election Fees

Election Supplies		0.00
Absentee Envelope	Per envelope	0.13
Expressvote Programming Fee (Chargeback Portion)	Per USB	25.00
DS200 Programming Labor Fee (Chargeback Portion)	Per USB	25.00
Ballot Style Processing Fee	Per style	25.00
Election Legal Notice	Percentage	Prorated
DS200 Hardware & Software Maint.	Per machine	100.00

Department/Description**2023****Unit****Rate/Fee**

ExpressVote Hardware & Software Maint.	Per machine	97.00
Wisvote Record Services		
Base plus \$5/1,000 records	Base	25.00
Passports		
Application Acceptance Fee	Each	35.00
Express Mail Postage (optional)	Each	24.90
Photos	Two Pictures	10.00
Duplicate Photos	Two Pictures	10.00

Clerk of Court

Civil Filing Fee		
Amount > \$10,000		265.50
Amount = or < \$10,000		147.50
No amount claimed		164.50
Family Filing Fee		184.50
Family Sup/Maint Filing Fee		194.50
Family Filing Fee – Add'l		10.00
Garnishment Filing Fee		
Amount > \$10,000		210.50
Amount = or < \$10,000		92.50
Earnings Garnishment FF		
Amount > \$10,000		210.50
Amount = or < \$10,000		92.50
Wage Earner Filing Fee		31.50
Small Claims Court		
Small Claims Filing Fee		94.50
Small Claims FF w/ Mail Fee		96.50
Certified Mail		9.00
Change of Venue Fees		
Family		95.00
Family/Support		105.00
Venue Change Transmittal		15.00
Civil		75.00
Small Claims		22.00
Family & Paternity Post-Judgment Revisions		
Post Judgment Modifications (other than visitation/PP)		30.00
Primary Placement/Visitation		50.00
Appeals		
Appeal from Municipal Court (on record)		129.50
Appeal from Municipal Court (new trial)		144.50
Motion to Reopen (\$814.07)		50.00
Third Party Civil Fees		
3rd Party Complaint = or < \$5,000		117.50
3rd Party Complaint > \$5,000		235.50
3rd Part Complaint no amount claimed		134.50
Other Small Claims Fees		
Small Claims Counterclaim/Cross Complaint		125.50
3rd Party Complaint = or < \$5,000		117.50
Small Claims Upgrade to Civil < \$10,000		53.00
Small Claims Upgrade to Civil > \$10,000		171.00
Jury Fees		
6- Person Jury		369.00
12-Person Jury		72.00
Small Claims w/Jury Fee		89.00
Miscellaneous Fees		
Certified Copy		5.00
Copy Fee	Per page	1.25
Docket Fee		5.00
Execution Fee		5.00
Foreign Judgment		15.00
Lien Fee		5.00
Writ Fee		5.00
Search Fee		5.00

Department/Description

2023
Unit Rate/Fee

Satisfaction of Judgment		5.00
Transcript of Judgment		5.00
Tax Warrant Filing Fee		5.00
Transmittal Fee		15.00
Wedding Fee		50.00
Petition for Writ of Certiorari		129.50
Payment Plan Fee		15.00

Conservation, Planning & Zoning

Addressing

New Address Application		75.00
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Airport Approach Protection

Airport Height Principal Structure (includes ROD Fee)		80.00
Airport Height Principal Structure < \$2,000 (includes ROD Fee)		45.00
Airport Height Principal Structure > \$2,000 (includes ROD Fee)		55.00
All Town, County, and State (Municipal) Permits		Exempt

BOA and ERC Fees

Appeal to Board of Adjustment		600.00
Conditional Use Permit		600.00
Reconsideration of ERC or BOA Descision		100.00
Renew Conditional Use Permit		100.00
Variance Board of Adjustment		600.00
Zoning Change/Rezone		600.00

Conservation Fees

After the Fact Fee - Minimum \$200		2X Original Fee
Cost Share Grants - Tech Assistance		8% of grant amount
Farmland Pres. Prgm. each additional 200 ac		50.00
Farmland Preservation Program (Quadrennial) 101-200 ac		100.00
Farmland Preservation Program (Quadrennial) 1-100 ac		50.00

Conservation Fees - Animal Waste

New Construction or Modification Application		400.00
Waste Storage Facility Closure		200.00
Storage greater than 5,000,000 gallons	Construction Permit	750.00
Storage of 250,000 to 5,000,000 gallons	Construction Permit	500.00
Storage up to 250,000 gallons	Construction Permit	250.00
Transfers and systems up to 250,000 gallons	Construction Permit	250.00

Conservation Fees - Technical Services

Conservation Analyst	Hour	55.00
Conservation Specialist	Hour	40.00

Conservation Reserve "Enhancement" Program

15 Year	per acre/\$250 max	10.00
Perpetual	per acre/\$250 max	20.00

Equipment Rentals

Cyclone Seeder per day		20.00
No-till Drill	plus \$8per acre	50.00
Tree Planter - Minimum \$75	Per/1,000 seedlings	25.00

General Zoning Fees

Accessory Structures/Additions 101-800 sq. ft		125.00
Accessory Structures/Additions greater than 800 sq. ft		250.00
Accessory Structures/Additions less than 100 sq. ft		Exempt
Buffer Screening plan approval separate from original application		\$100.00
Commercial and Industrial Additions		300.00
Commercial and Industrial New Construction		500.00
Photometric/lighting plan approval separate from original application		100.00
Renewal of Zoning Permit		50.00
Residential & Agricultural Additions/Alterations		200.00
Residential Fences		50.00
Single & Two Family Residence		325.00
Hunting/Fishing Shelter		175.00
Mobile Tower Permits (new tower sitting)		225.00
Ponds		225.00
Sale or Exchange Review County Zoned Towns(includes POWTS and Zoning Review		100.00
Sale or Exchange Review Non-County Zoned Towns (POWTS Review Only)		50.00

Department/Description

	Unit	2023 Rate/Fee
Signs		175.00
Small Wind Energy Systems (300kilowatts or less)	Per Turbine	100.00
Stock Water Ponds		50.00
Temporary/Special Event Zoning Permit		175.00
Land Division Fees - Minor Subdivision		
1 Lot CSM		150.00
2 Lot CSM		175.00
3 Lot CSM		200.00
4 Lot CSM		225.00
CSM 3rd Review		100.00
Land Division Fees - Other		
Parcel Combination		100.00
Request for Modification		50.00
Courtesy Review (ex: related to Sale & Exchange of land		50.00
Land Division Fees - Subdivision Plats		
Condo plat 2-3 Units		300.00
Condo plat 5 or more units		500.00
Final Plat		200.00
Plat 3rd Review		200.00
Preliminary Plat 5-10 lots		400.00
Preliminary Plat 11-20 lots		450.00
Preliminary Plat 21-30 lots		550.00
Preliminary Plat 31-40 lots		650.00
Preliminary Plat 41 or more lots		750.00
Livestock Facilities		
Annual Review		500.00
Application	State Cap	1000.00
Non Compliance follow-up per visit		250.00
NMM Reclamation		
Acres Disturbed: 0-.99		100.00
Acres Disturbed: 1-5		225.00
Acres Disturbed: 6-10		450.00
Acres Disturbed: 11-15		675.00
Acres Disturbed: 16-25		1125.00
Acres Disturbed: 26-50		2250.00
Acres Disturbed: 51-100		4500.00
Acres Disturbed: >100	+ \$45 per additional acre	5000.00
After the Fact Fee	2X the Original Fee	
Permit Transfer		500.00
Reclamation Plan Revision Fee + Annual Fee Amount	w/addl. permitted ac.	250.00
WI DNR Fee		
Acres Disturbed: 0-.99		15.00
Acres Disturbed: 1-5		35.00
Acres Disturbed: 6-10		70.00
Acres Disturbed: 11-15		105.00
Acres Disturbed: 16-25		140.00
Acres Disturbed: 26-50		160.00
Acres Disturbed: 51-100		175.00
Acres Disturbed: >100 \$5000 plus per acre		175.00
POWTS Fees		
After the Fact Fee - Minimum \$200	2X the Original Permit Fee	
Commercial/Public Bld. > 750 gallons/day		750.00
Conventional Septic System		500.00
Holding Tank Septic System		650.00
Holding Tank Affidavit (Recording Fee)		30.00
Holding Tank Agreement (Recording Fee)		30.00
Holding Tank Waiver Application		50.00
In-ground Pressure Septic System		650.00
Major Plan Revision		85.00
Minor Modification/Repair		50.00
Mound/At Grade Septic System		650.00
Non-plumbing Sanitary/Privy or composting toilet		50.00

Department/Description**Unit** **2023
Rate/Fee**

Plumber Transfer		50.00
POWTS Plan Review (1,000 gpd or less)		250.00
POWTS Plan Review (1,001-2,000 gpd)		325.00
POWTS Plan Review (2,001 - 5,000 gpd)		400.00
Reconnection (Sewer)		150.00
Re-Inspection Fee		50.00
Renewal of Sanitary Permit		50.00
Replace Septic or Pump Tanks		250.00
Forcemain/Effluent Line Repair		50.00
Soil and Onsite Evaluation Review		100.00

Shoreland Zoning Fees

Demolition Permit (Required within 100 feet of the Ordinary High Water Mark)		50.00
Boathouse		125.00
Staking (Required within 100 feet of the Ordinary High Water Mark)		175.00
Mitigation Plan/Affidavit (includes ROD Fees)		175.00
Navigability Determination		250.00
Shoreland Alteration (Includes Demolition Permit)		400.00

District Attorney

Diversion Fees	Per case	75.00
Discovery Fees		
	Per Page Public Defender	0.20
	Per CD-DVD-USB Public Defender	20.00
	Per 5MB of data Public Defender	0.03
	Per Page Private/Court-Apptd	0.35
	Per CD-DVD-USB Private/Court Apptd	35.00
	Per 5MB of data Private/Court Apptd	0.05
Preliminary Hearing Testifier	Per hour of prep and testimony	22.50
Restitution Surcharge - Ch 950 Grant	of Restitution for cases after 11/29/2017	10%

Emergency Management

Equipment Fees		
Fit tester Rental (Fire Depts.)	Annual	50.00
Apparatus, truck	Hour	150.00
Personnel Fees		
Wages and Fringe		40.00

Health

Bed & Breakfast	1-yr license	147.00 *	(* subject to change)
Body Art Permit Fees			
Body Art Combined Parlor: 82-tattoo/body piercing 87-temporary tattoo/body piercing		239.00 / 98.00 *	
Body Art Single Parlor: 80-tattoo 81-piercing 85-temp tattoo 86-temp piercing 80 – tattoo;		159.00 / 98.00 *	
Campground			
1 - 101+ Sites		294.00 *	
Complete for Campgrounds	Total # Units: X \$1.33=		*
Complete for Lodging	Total # Units: X \$1.33=		
Complete for Mobile Home Parks	Total # Units: X \$1.33=		
Lab Water Analysis			
Individual Tests	Coliform Bacteria/E. coli	22.00	
Individual Tests	Nitrate	33.00	
Individual Tests	Fluoride	25.00	
Municipal Water Systems	Bacteria or nitrate	11.00	
Private Drinking Water Chemistry Tests			
pH; Total Alkalinity; Iron; Hardness; Copper;		11.00	
Arsenic- subcontracted through to Wisconsin State Lab of Hygiene		42.00	
Arsenic- subcontracted through to Wisconsin State Lab of Hygiene		74.00	
Sample kit mailing fee		1.00	
Private Drinking Water Packages			
Package 1: Coliform Bacteria/E. coli, and Nitrate		47.00	
Package 2: Coliform Bacteria/E. coli, Nitrate, and Fluoride		69.00	
Public Water Samples - DNR Transient Non-Community			
Coliform Bacteria/E. coli, and Nitrate		47.00	
Individual tests as needed for follow ups - Nitrate		19.00	
Individual tests as needed for follow ups - Coliform Bacteria/E. coli		28.00	

Department/Description

Unit **2023
Rate/Fee**

Recreational Water samples		
Swimming Pool		14.00
Whirlpool		22.00
Beaches - Quanti-tray		36.00
USDA Forest Service Contract		
Bacteria or nitrate		21.00
Lodging	Complete for Lodging - Total # Units: X \$1.33=	
5-30 rooms		416.00 *
31-99 rooms		439.00 *
100-199 rooms		470.00 *
200 or more rooms		474.00 *
Micro Markets		
1 market		45.00 *
2 Markets in the same bldg.		68.00 *
Mobile Home Park License Fees		
70 (1-20 sites)		305.00 *
71 (21-50 sites)		357.00 *
72 (51-100 sites)		419.00 *
73 (101-175 sites)		471.00 *
74 (175+ sites)		499.00 *
Pools		
1-Primary		504.00 *
2-Pool Additional		215.00 *
3-Water Attraction No Slides		438.00 *
4-Water Attraction 2 Slides		742.00 *
5- Each Additional Slide		97.00 *
6-Addl Water Attraction Same Property 2 Slides		393.00 *
Radon		
Radon-Exempt from Sales Tax		7.00
Radon Test Kit		9.00
Radon Test Kit		9.00
Short-term kit	each	9.00
Recreational/Educational Camp		246.00 *
Reinspection Fees		
First		100.00 *
Second		200.00 *
Third		300.00 *
Retail Food - Not Serving Meals		
Pre-Packaged		68.00 *
<\$25,000		137.00 *
\$25,000+		271.00 *
>\$25,000 <\$250,000		643.00 *
>\$250,000 <\$1,000,000		838.00 *
>\$1,000,000 <\$2,000,000		1104.00 *
>\$2,000,000 <\$5,000,000		1321.00 *
>\$5,000,000 <\$10,000,000		1624.00 *
>\$10,000,000		1657.00 *
Retail Food - Serving Meals		
Prepackaged/Limited		291.00 *
<\$25,000		513.00 *
\$25,000-\$249,999		685.00 *
\$250,000-\$999,999		890.00 *
\$1,000,000+		1048.00 *
Retail Food - Serving Meals, Transient		140.00 *
Retail Food - Serving Meals, Transient	Inspection only	36.00 *
Special Condition Inspection		204.00 *
Significant Remodeling/PI Fees:		
Full license fee: New or w/significant remodeling (C/O or no C/O)		*
Half of license fee: C/O no or minor remodeling		*
TB Skin Test		10.00

Department/Description**2023****Unit****Rate/Fee**

Temporary Environmental Permit

2022-2023

140.00

Tourist Rooming House

252.00 *

Highway

Permits

Driveway: Residential, Agriculture, Commercial, And Industrial.

100.00

Milk Hauler: Map The Routes Used For Milk Hauling During Spring Weight Restrictions

50.00

Municipal Multi Trip: Municipalities Emergency Work Snow/Weather Related. Not Routine Maintenance

0.00

Open Cut Utility: Pavement Rating 5-4-3-2-1

250.00

Open Cut Utility: Pavement Rating 7-6

500.00

Right Of Way: Cross Right Of Way To Gain Access Temporary For Utility Or Private.

75.00

Single Trip: One Trip Permit For Oversize/Overweight

75.00

Utility: Any Utility In Co. Row. Gas, Water, Power, Sewer, Communication, Transmission,

175.00

Open Cut Utility: Pavement Rating 10-9-8

1000.00

Library

Late Fees

New book late fines

Per day/max

\$.10/5.00

All other books late fines

Per day/max

\$.10/5.00

Audiobooks late fines

Per day/max

\$.10/5.00

Magazine late fines

Per day/max

\$.10/5.00

Music CD's & cassettes late fines

Per day/max

\$.10/5.00

Discussion Kits late fines

Per day/max

\$.10/5.00

DVD late fines

Per day/max

\$1.00/5.00

Video game late fines

Per day/max

\$1.00/5.00

Artwork late fines

Per day/max

\$1.00/5.00

Traveling Tales late fines

Per day/max

\$1.00/5.00

Playaway late fines

Per day/max

\$1.00/5.00

Playaway View/Launchpad late fines

Per day/max

\$1.00/5.00

E-reader/scanner late fines

Per day/max

\$1.00/5.00

AV Equipment late fines

Per day/max

\$1.00/5.00

Hotspot late fees

Per day/max

\$1.00/5.00

Charge cord late fees

Per day/max

\$1.00/5.00

Interlibrary loan late fines (Max. \$50)

Per day/max

\$1.00/50.00

External Disc Drive

Per day/max

1.00/5.00

Laptop/tablet late fines (Max = Replacement cost)

Per hour

10.00

Miscellaneous Fees

Lost/Damage Materials

Actual cost

Printing Charge

Per page

0.10

Photocopying

Per page

0.10

Photocopying - color copy

Per page

0.50

Fax charges - first page

Per page

2.00

Fax charges - after first page

Per page

1.00

Visitor Pass for Computer Use

Session

0.00

Replacement Card

Each

2.00

Passport Fees

Passport photos

10.00

Passport fee

35.00

Medical Examiner

Permits

Cremation Authorization

Permit

266.25

Disinterment Permit

Permit

266.25

Parks

Administrative

NSF Fee Administrative fee to pursue collection on uncollectible checks

30.00

Violation Notice

50.00

Credit Card Convenience Fee

2% of

Actual cost

Biking

Mountain-Bay Trail

Mountain-Bay State Park Trail

Annual Pass

25.00

Mountain-Bay State Park Trail

Daily Pass

5.00

Mountain-Bay State Park Trail - Permit to Cross Trail

200.00

Nine Mile

Nine Mile (12 and older)

Annual Pass

30.00

Department/Description

		2023
	Unit	Rate/Fee
Nine Mile (12 and older, Regular & Fat Tire Seasons)	Daily Pass	5.00
Nine Mile Replacement		10.00
Nine Mile Fat Tire Bike Trial	Season Pass	20.00
Boat Launch		
Annual Sticker		30.00
Business Sticker		50.00
Daily Pass		6.00
Replacement		10.00
Camping		
Reservation Fee		8.00
Cancellation Fee		10.00
Firewood (DEC & BEP)	Per bundle	6.00
Sanitary Dumping Station (MP & BEP)		7.00
Big Eau Pleine Park (106 Sites)		
West Unit Lakeview Electric Site	Per night	26.00
Electric Site	Per night	24.00
South Unit Lakeview Non-Electric	Per night	21.00
South Unit Non-Electric	Per night	19.00
Group Campground (200 maximum capacity)	Per night	195.00
Dells of the Eau Claire Park (28 Sites)		
Electric Site (23 sites)	Per night	24.00
Non-Electricity Site (5 sites)	Per night	19.00
Group Campground (300 maximum capacity)	Per night	175.00
Marathon Park (28 sites)		
Electric Site (24 sites)	Per night	27.00
Non-Electricity Site (4 sites)	Per night	22.00
Forest Unit Undesignated Camping Permit		25.00
Big Eau Pleine Disc Golf		
Family Pass - + (50% off each adult)	Annual	30.00
Adult Pass	Annual	30.00
Youth Pass (17 and under)	Annual	20.00
Daily Pass		4.00
Event and Race Fees		
School Cross Country Running Races (Includes Nine Mile Chalet or park shelter)		420.00
Events/Races - under 100 participants	Per participant	5.25
Events/Races - exceeding 100 participants		Negotiable
Event Fees - Snow Fence 50" Roll including stakes and ties	Per roll	12.00
Event Fees - Barricades	each	7.00
Event Fees - Picnic Tables	each	20.00
Event Fees - Manual Post Pounder		35.00
Event Fees - Water Stand Pipes	each	50.00
Event Fees - Backflow Preventers	each	12.00
Event Fees - Bleacher Planks	event	7.00
Event Fees - Portable Electrical Panels (Spider Box)	each	165.00
Event Fees - Portable Stage	each	200.00
Event Fees - Portable Stage Canopy	each	100.00
Event Fees - Sound/Light System (400 Block)	Per/hr/person	165.00
Event Fees - Staff - Week Day	Per/hr/person	45.00
Event Fees - Staff - Weekend and Evenings	Per/hr/person	70.00
Concession/Merchandise Sales	10% gross excluding taxes	
Vendor Permit Fee		50.00
Facilities & Shelters		
Staff time for Cleaning/Repairs/Etc.	Hour	40.00
Misc.		Negotiable
Current Sales Tax	5.5% of	Actual cost
Late Payment Fee	30 days	50.00
Deposits		
Key Deposits		50.00
Facility Deposit*		200.00
400 Block		
Private event sponsored by a private group	4 hrs or less	210.00
	greater than 4 hrs	350.00

Department/Description

Unit **2023**
Rate/Fee

Admission event	4 hrs or less	210.00
	greater than 4 hrs	350.00
Free event - open to the public	4 hrs or less	79.00
	greater than 4 hrs	158.00
Parks - Non - Exclusive Use Event Fee - Non-Commercial	Per day	161.00
Parks - Non - Exclusive Use Event Fee - Commercial	Per day	330.00
Parks - Non - Exclusive Use Event Fee - Non-Commercial 1/2 Day	Per day	107.00
Parks - Non - Exclusive Use Event Fee - Commercial 1/2 Day	Per day	220.00
Facilities-Opening Shelter before 8:00am-1 hr. minimum	Hour	59.00
Big Eau Pleine Park		
Big Eau Pleine Enclosed Shelter-NonCommercial	Per day	107.00
Big Eau Pleine Enclosed Shelter-Commercial	Per day	219.00
Big Eau Pleine Open Shelter #29-NonCommercial	Per day	85.00
Big Eau Pleine Open Shelter #29-Commercial	Per day	177.00
Bluegill Bay Park		
Bluegill Bay Open Shelter #4-NonCommercial	Per day	66.00
Bluegill Bay Open Shelter #4-Commercial	Per day	136.00
Cherokee Park		
Cherokee Park Shelter-NonCommercial	Per day	107.00
Cherokee Park Shelter-Commercial	Per day	219.00
Dells of the Eau Claire Park		
Dells Enclosed Shelter-NonCommercial	Per day	119.00
Dells Enclosed Shelter-Commercial	Per day	250.00
Dells Open Shelter #13-NonCommercial	Per day	85.00
Dells Open Shelter #13-Commercial	Per day	177.00
Dells Open Shelter #14-NonCommercial	Per day	57.00
Dells Open Shelter #14-Commercial	Per day	118.00
Marathon Park		
Bandstand - NonCommercial/Commercial		
Big Kitchen - Non Commercial (1-200 people)	Per day	184.00
Big Kitchen - Commercial (1-200 people)	Per day	368.00
Big Kitchen - Non Commercial (201-300 people)	Per day	323.00
Big Kitchen - Commercial (201-300 people)	Per day	646.00
Big Kitchen - Non Commercial (301-500 people)	Per day	457.00
plus expenses (dumpster, etc.)		
Big Kitchen - Commercial (301-500 people)	Per day	915.00
plus expenses (dumpster, etc)		
Cattle Barn No. 1 or No. 2 Non Commercial	Per day	165.00
Cattle Barn No. 1 or No. 2- Livestock Event Commercial	Per day	440.00
Cattle Barn No. 1 or No. 2- Non Livestock Event Commercial	Per day	809.00
Cattle Barn No. 3 - Non Commercial	Per day	247.00
Cattle Barn No. 3 - Commercial	Per day	609.00
Marathon Park		
East Gate Hall Non-Comm (1-300 people)	Per day	512.00
East Gate Hall Non-Comm (301-800 people)	Per day	837.00
East Gate Hall Commercial (1-800 people)	Per day	1282.00
East Gate Hall Hourly Set Up Rate-Comm. & Non-Commercial	Hour	82.00
Tables & Chairs - East Gate Hall-Comm. & Non-Commercial		
Up to 10 tables and/or 100 chairs per building		FREE
Each additional 10 tables OR 100 chairs (Total of 50 Tables and 500 Chairs)		68.00
Exhibition Building North Wing & Rotunda NonComm	Per day	247.00
Exhibition Building North Wing & Rotunda Commercial	Per day	609.00
Exhibition Building Each Additional Wing NonComm	Per day	247.00
Exhibition Building Each Additional Wing Commercial	Per day	609.00
Exhibition Building Hourly Set Up Rate-Comm. & NonComm	Hour	82.00
Grandstand & Show Area Non Commercial	Per day	1139.00
Grandstand & Show Area Commercial/day		Negotiable
Grandstand & Midway & Show Area Non Commercial	Per day	1421.00
Grandstand & Midway & show Area Commercial/day		Negotiable

Department/Description

	Unit	2023 Rate/Fee
Horse Barn (stall/day) Non Commercial	Per day	35.00
Horse Barn (stall/day) Commercial	Per day	55.00
Horse Exercise Area Non Commercial	Per day	116.00
Horse Exercise Area Commercial/day (plus expenses for special services)	Per day	Negotiable
Infield NonCommercial	Per day	570.00
Infield Commercial		Negotiable
Judging Pavilion NonCommercial	Per day	247.00
Judging Pavilion Commercial	Per day	609.00
Judging Pavilion Hourly Set Up Rate-Comm.& NonComm	Hour	82.00
Marathon Junction Rental-NonComm	Hour	28.00
Marathon Junction Rental-Comm	Hour	54.00
Marathon Junction All Day Rental-NonComm (8am-11pm)	Day Max	258.00
Marathon Junction All Day Rental-Comm (8am-11pm)	Day Max	536.00
Marathon Junction Train ride (2X round)	each ride	1.25
Marathon Junction Train ride (2X round)	4 rides	4.75
Marathon Junction Train ride (2X round)	12 rides	13.75
Marathon Junction Train ride (2X round)	20 rides	22.50
Meeting Hall Summer Only-Non Commercial	Per day	164.00
Meeting Hall Summer Only-Commercial	Per day	337.00
Meeting Hall Summer Meeting Rate	min 2 hrs	47.00
Midway NonCommercial		Negotiable
Midway Commercial		Negotiable
MPB#1 Non Commercial <1500 people	Per day	512.00
MPB#1 Commercial<1500 people	Per day	1922.00
MPB#1 Non Commercial >1500 people	Per day	678.00
MPB#1 Commercial >1500 people	Per day	2793.00
Winter Use: Sept. 15 - March 30		
MPB#2 Non Commercial <1500 people	Per day	512.00
MPB#2 Commercial <1500 people	Per day	1922.00
MPB#2 Non Commercial >1500 people	Per day	678.00
MPB#2 Commercial >1500 people	Per day	2793.00
Winter Use: Oct. 15 - March 4		
Multi-Purpose Building Hourly Set Up Rate-Comm and Non-Comm	Hour	82.00
Tables & Chairs - MPB's Comm. & Non-Commercial		
Up to 10 tables and/or 100 chairs per building		FREE
Each additional 10 tables OR 100 chairs (Total of 50 tables and 500 chairs)		69.00
Open Shelters (#1-4)-Non Commercial	Per day	57.00
Open Shelters (#1-4)-Commercial	Per day	118.00
Open Shelter #5-Non Commercial (No restrooms)	Per day	66.00
Open Shelter #5-Commercial (No restrooms)	Per day	136.00
Open Shelter #5 - Restroom Fee-Non Commercial	Per day	119.00
Open Shelter #5 - Restroom Fee-Commercial	Per day	250.00
Poultry Barn - Non Commercial	Per day	165.00
Poultry Barn-Livestock Event Commercial	Per day	440.00
Poultry Barn-Non Livestock Event Commercial	Per day	809.00
Mission Lake Park		
Mission Lake Open Shelter-Non Commercial	Per day	66.00
Mission Lake Open Shelter-Commercial	Per day	136.00
Nine Mile Chalet	Per day	
Nine Mile Chalet-Non Commercial	Per day	323.00
Nine Mile Chalet-Commercial	Per day	646.00
Oak Island Park		
Oak Island Shelter - NonCommercial	Per day	171.00
Oak Island Shelter - Commercial	Per day	356.00

Department/Description

	Unit	2023 Rate/Fee
Pleasant View Park		
PleasantView Shelter - NonComm	Per day	114.00
PleasantView Shelter-Commercial	Per day	231.00
Riverside Park		
(150 winter capacity) (parking lot between shelter & river included in rental)(meeting use minimum of 2 hrs)		
Riverside Shelter-NonComm-1-200	Per day	254.00
Riverside Shelter - Comm - 1-200	Per day	525.00
Riverside Shelter - NonComm - 201-300	Per day	422.00
Riverside Shelter - Comm - 201-300	Per day	876.00
Riverside Shelter - NonComm - 301-400	Per day	597.00
Riverside Shelter - Comm - 301-400	Per day	1233.00
Riverside Shelter - Meeting	Hour	57.00
Shooting Range		
(No charge for hunter education or firearm safety training classes)		
Shooting Range Lodge-Non Commercial	Per day	99.00
Shooting Range Lodge-Commercial	Per day	206.00
Sylvan Hill Park (meeting use minimum 2 hours)		
Sylvan Hill Chalet - Non-Commercl	Per day	254.00
Sylvan Hill Chalet - Commercial	Per day	525.00
Sylvan Hill Chalet - Meeting 1-50	Per day	45.00
Sylvan Hill Chalet - Meeting 50+	Per day	57.00
Ice Arena (All hourly rates are pretax)		
MPB#1 and MPB#2 - For all ice		150.00
MPB#1 and MPB#2 - High School Games		215.00
Ice Skating - Public		
Indoor MPB#1		
Individual Skating Fee - Youth		3.00
Individual Skating Fee - Adult		4.00
Bonus Card - Youth	10 sessions	20.00
Bonus Card - Adult	10 sessions	30.00
Season Pass - Youth or Adult		75.00
Skate Rental Fees (all sizes)		3.00
Memorial Bench		1700.00
Shooting Range		
Annual Shooting Range Pass (12 & older)		45.00
Daily Fee (12 & older)		5.00
Youth Under 12 Daily Fee		FREE
Skiing		
Nine Mile Cross-Country Ski Rates		
Annual Pass - Youth		65.00
Annual Pass - Adult		110.00
Annual Pass - Senior		75.00
Annual Pass - Family	(50% off each addtl)	110.00
Annual Pass Replacement Ski		10.00
Night (after 5pm) - Youth		6.00
Night (after 5pm) - Adult		8.00
Night (after 5pm) - Senior		7.00
Night Self Register permit (during hours chalet is closed)		6.00
Daily - Youth		9.00
Daily - Adult		13.00
Daily - Senior		11.00
Daily Self Register permit (during hours chalet is closed)		9.00
Any Consecutive Two-Day - Youth		15.00
Any Consecutive Two-Day - Adult		22.00
Any Consecutive Two-Day - Senior		18.00
Equipment		
Daily Equipment Rental Full Day - over 12 - Skis, boots and poles		15.00
Daily Equipment Rental Full Day - over 12 - Skis and poles		10.00
Daily Equipment Rental Full Day - over 12 - Boots		5.00
Daily Equipment Rental Full Day - over 12 - Pulk		10.00
Daily Equipment Rental Full Day - under 12 - skis, boots and poles		10.00

Department/Description

	Unit	2023 Rate/Fee
Daily Equipment Rental Full Day - under 12 - skis and poles		7.00
Daily Equipment Rental Full Day - under 12 - Boots		3.00
Snowshoeing - Nine Mile Snowshoe Rates		
Season passes will be discounted if purchased before November 30.		
Annual Pass - Snow Shoe Youth		32.00
Annual Pass - Snow Shoe Adult		47.00
Annual Pass - Snow Shoe Senior		39.00
Replacement Snowshoe Pass		10.00
Daily - Youth		5.00
Daily - Adult		7.00
Daily - Senior		6.00
Daily Self Register permit (during hours chalet is closed)		5.00
Any Consecutive Two-Day - Youth		8.00
Any Consecutive Two-Day - Adult		12.00
Any Consecutive Two-Day - Senior		10.00
Daily Equipment Rental Full Day - over 12 - Snowshoes		10.00
Daily Equipment Rental Full Day - under 12 - Snowshoes		7.00
Ski and Snowshoe Group Rates		
School Groups - students pass only	Per student	3.00
School Groups - students equipment rental	Per student	6.00
School Groups - students pass and equipment rental	Per student	9.00
School Groups - teachers and chaperones pass		FREE
School Groups - teachers and chaperones equipment rental	each	6.00
Organized Youth Group 10+ participants - pass only	youth	6.00
Organized Youth Group 10+ participants - pass + equip rental	youth	14.00
Other Groups - for ski passes - \$1 discount on each daily pass for groups of 10 or more		
Other Groups - for snowshoe passes - \$.50 discount on each daily pass for groups of 10 or more		
Sports Fields and Courts		
Athletic Park		
Baseball game without admission fee		195.00
Baseball Games with admission fee		195.00
Field lights (evenings)		27.00
Non-baseball activities		Negotiable
Ball Diamonds - County/City Organized Youth		
Organized Adult or Commercial or High School Use (3 hr max)		34.00
Organized Youth Use (2 hr max)		28.00
Additional time		12.00
Marathon County Sports Complex Fields		
Small/Medium Field Use Fee-2 hr game or practice fee per field		27.00
Large/Championship Field-2 hr game or practice fee per field		50.00
Field Lights (Championship field #12)		49.00
Complete Complex Rental (add'l services negotiated)		3000.00
Field Lining		125.00
Soccer Group Per Player Fees		
WAYS A - K,1		16.00
WAYS A - 2,3,4,5		20.00
WAYS A - (6-8), (9-12)		24.00
MC United - All age groups		37.00
WCFC - All age groups		37.00
General Sports Fields		
Sports fields are contracted for by youth soccer leagues and schools. Outside of these reserved periods they may be		
Organized Adult Use or Commercial Use (3 hr max)	field/game or practice	32.00
Organized Youth Use or Commercial Use (2 hr max)	field/game or practice	22.00
Youth Sports Camp Weekly Use	field/week	125.00
Additional time	Hour	12.00
Sunny Vale Softball Complex		
Ball Diamond Use - High School, Adult, or Comm (3 hr max)	game/pre-tax	35.00
Ball Diamond Use - Organized Youth Use (2 hr max)	game/pre-tax	28.00
Field Lights	game/pre-tax	10.00
Tournament Labor and Equipment Fee	per/person/hr	26.00
Additional time	Hour	12.00

Department/Description**2023
Unit
Rate/Fee**

Pickleball/Tennis Courts		
Commercial or Private Use	court/hr	12.00
Swimming Pools - Schulenburg, Memorial, Kaiser Pools, Marathon Park Splash Pad		
Marathon Park Splash Pad		
Splash pad fee	each	1.25
Under Age 1		Free
Splash Pad Public Rental - Group Size - (1 - 30)	Rental Fee + Personnel	109.00
Splash Pad Public Rental - Group Size - (31+)	Rental Fee + Personnel	133.00
Memorial, Kaiser and Schulenburg		
Open Swim Fees		
Under Age 1		FREE
Youth (1-17)	Daily	4.00
Adult (18-59)	Daily	5.00
Senior (60+)	Daily	2.00
Open Swim Fees - after 6pm every day		
Under Age 1		FREE
Youth (1-17)	Daily	2.00
Adult (18-59)	Daily	3.00
Senior (60+)	Daily	1.00
Agency Pass		35.00
Agency Pass per visit (each person)		2.00
Open Swim Fees - Season Pass (Season passes will be discounted if purchased before April 15)		
Wausau Resident Youth		35.00
Wausau Resident Adult		50.00
Wausau Resident Family	(30% off each addtl)	50.00
Non-Resident Youth		45.00
Non-Resident Adult		65.00
Non-Resident Family	(30% off each addtl)	65.00
Fee to Replace Lost Pass (1st one is FREE)		2.00
Public Rental of Memorial, Kaiser or Schulenburg		
Public Rental requires contract completion and payment prior to pool use.		
Public Rental - No waterslides		375.00
Public Rental - waterslides		425.00
Tubing		
Private Rentals - \$450 minimum (\$750-2 tows) or \$8.00 per youth (min 42" tall to 13 yrs.) and \$10.50 per adult		
Sylvan Hill Park		
Daily - Youth (min of 42" to 13 yrs. old)	session	8.00
Daily - Adult (14 and older)	session	11.00
Daily - Youth - Group of 4	session	30.00
Daily - Youth - Group of 8	session	58.00
Daily - Youth - Group of 12	session	90.00
Daily - Adult - Group of 12	session	126.00
Trees		
Payment in lieu of tree replacement	Tree	400.00
Assessment Fee (greater than 15in may run through a CTLA assessment)		
Winter Storage		
Marathon Park		
The measurement will be made in a straight line from the foremost part of the unit to the rearmost, including the trailer and any		
Tall Storage 9'8"-11'6"	Per ft./month	2.25
Short Storage 9'7" and below	Per ft./month	2.00
Late Charge	day after May 1	5.00
Annual Storage - Fair Stands - Fair stands may be stored on an annual basis. These fees should be collected in September for the		
Exhib Bld, Cattle Barns 1 & 2, Judging Pavilion	Per ft./month	2.00
Late Charge	day after May 1	5.00
Woodcutting Permits		
County Forests		30.00
County Parks		30.00
Firewood Cutting Permit Key Deposit		50.00

Register of Deeds

Document Recording Fee		30.00
Document Copies	plus \$1 per page	2.00

Department/Description

2023

Unit Rate/Fee

Transfer Fee	.3% of Purchase Price	
Vital Record Copy	plus \$3 per page	20.00
Access to Images Online	Access Fee	4.00
Bulk Monthly Images	7500	800.00
Bulk Monthly Images	3500	400.00
Daily Images		20.00

Sheriff Office

Administration Division

Copies of Incident or Accident Reports	per page/\$2 minimum	0.20
Mailing fee	unit	1.00
Photos/Video/Audio	per disc	5.00
Alarm Permits - Residence	Annual	50.00
Alarm Permits - Business	Annual	100.00
Shooting Range Use - Less than 10 member agency	Annual	250.00
Shooting Range Use - More than 10 member agency	Annual	500.00

Investigations Divisions

Civil Process: Routine paper service (includes mileage)	3 attempts	75.00
Civil Process: MCJ inmate paper service	3 attempts	40.00
Civil Process: Rush paper service (includes mileage)	3 attempts	150.00
Civil Process: Replevins, Evictions Executions, Assistance	Per Case/Property	100.00
Civil Process: Sheriff's Sales	Per Posting, includes sale	150.00
Evidence/Impound Vehicles: Per vehicle Per day after notification of release status		35.00
Warrant Fee: In county	Warrant Served	30.00
Warrant served and inmate transported (In state, other county)	Mileage x \$1.11 +	30.00
Warrant served and inmate transported (Out of state)		Actual Cost
Digital Forensics Analysis (non MOU agency)	Per device	300.00

Marathon County Jail

Electronic Monitoring Set Up Fee - Out of County	Set Up	40.00
Electronic Monitoring Daily Fee - Out of County	Daily	25.00
Electronic Monitoring Set Up Fee - In County	Set Up	40.00
Electronic Monitoring Daily Fee - In County	Daily	18.00
Electronic Monitoring UA Drug Test (2nd +)	Per	10.00
Pay for Stay First Day Fee	Set Up	30.00
Pay for Stay Daily Fee	Daily	18.00
Photocopies	Per	0.20
Local Municipality Board	Daily	60.00
State of WI DOC Sanctioned Inmate Board	Daily	51.00
State of WI Probation and Parole Holds (As allotted by State)	Daily	(usually @ \$40)
Juvenile Detention Board – Contracted/In-County	Daily	250.00
Juvenile Detention Board – Non-Contracted	Daily	500.00
Jail Medical Visit (Doctor or Nurse)	Per	10.00
Jail Medication Costs	Per Med	Actual
Jail Outside Physician, Hospital or Dental Visits (Medicaid Costs)	Per Visit	Actual
IUD Insertion	Per Visit	30.00
Property Damage Fees		
Inmate Damage to Paint/Defacement	Hour	15.00

Property Damage Replacement Costs

Sheets		3.24
Towels		3.33
Blankets		10.95
Laundry Bags	Large	4.75
Laundry Bags	Small	3.00
Uniform Top	by size	\$6.95 - \$15.95
Uniform Bottom	by size	\$6.95 - \$15.95
Mattress		102.00
Shoes	Pair	4.95
Flip Flops	Pair	3.90
Cup		2.00
Rags	Red	0.59
Rags	Blue	0.30

Department/Description**Unit**
2023
Rate/Fee

Religious Book

Koran

16.00

Torah

20.00

Social Services

Copies/Record Requests

per page

0.20

Child Care Certification

90.00

Child Support NIVD Income Withholding Verification

35.00

Child Support Money Order

1.25

Credit Card Service Charge

per \$50 transaction

1.50

Solid Waste Dept.**Hazardous Waste**

Acid/Base Lab Pack

Per lb

1.50

Acid/Base Bulk

Per dm

1.50

Aerosols

Per lb

0.50

Liquids & poison liquids

Per lb

95.00

Liquids

Per dm

2.00

Solids

Per lb

8.00

Solids-Flares

Per lb

0.55

Paint (oil-based only)

Per lb

115.00

Paint (oil-based only)

Per dm

1.00

Paint-related materials

Per lb

3.50

Oxidizers

Per lb

9.00

Peroxides

Per lb

2.00

H2O Reactive

Per lb

200.00

Alkali/Alkali Earth Metals

Per lb

15.00

Mercury liquid & devices

Per lb

0.25

Antifreeze

Per lb

NC

Rechargeable batteries

NC

Non-rechargeable household batteries

0.50

Fluorescent Bulbs (<=4') & CFLs

each

1.00

Fluorescent Bulbs (> 4')

each

1.50

Bulbs, Broken

each

1.50

HID/Sodium

each

NC

Oil, Drain

0.50

Used Oil Filters

each

6.00

Dioxins

Per lb

1.60

Pesticides

Per lb

2.00

Pharmaceuticals (Non-Controlled)

Per lb

70.00

Pharmaceuticals Inhalers (5 gallon pail)

pail

2.00

Poisons (P-listed and mercury compounds)

Per lb

1.00

Halogenated Solvents

Per lb

106.00

Halogenated Solvents (Bulk)

Per dm

NC

Non-PCB Ballast

10.00

PCB Ballast

30.00

Unknown Chemical/Physical Fingerprinting

Material Disposal Rates Per ton

Approved Alternative Cover

18.00

Yard Waste

25.00

Clean Concrete

20.00

Clean Shingles

40.00

Municipal Solid Waste

56.00

Construction/Demo

56.00

Minimum Disposal Fees

Car/SUV/light truck:

35.00

Trailer-full only

45.00

Vehicle with trailer

55.00

Recycling

Appliances

Per item

25.00

Freon appliances

Per item

35.00

Light truck/automotive tires

Per item

12.00

Semi-truck/trailer

Per item

35.00

Department/Description**2023****Unit****Rate/Fee**

Tractor/heavy equipment	Per item	45.00
Mixed recyclables- car load	per/load	10.00
Mixed recyclables- truck load	per/load	15.00
Mixed recyclables- truck/trailer load	Per item	25.00
Electronics (computer/CPU/laptop/fax/monitor/scanner)	Per item	25.00
Electronics (portable -32" TV or less	Per item	30.00
Electronics (portable larger than 32")	Per item	40.00
Electronics (console TV)	Per item	50.00
Copiers	Per item	40.00
Large various electronics	Per item	40.00
Small various electronics	Per item	20.00
Fluorescent lighting (CFL)	Per item	0.75
Fluorescent lighting (4-foot tubes, circular, u-shaped)	Per item	0.75
Fluorescent lighting (over 4-foot)	Per item	1.50
LED	Per lb	3.00
Batteries (lead-acid, alkaline, ni-cad)	Per lb	2.00
Batteries (lithium)	Per lb	5.00

Treasurer**Administrative Fees**

Delinquent Tax Report – Electronic copy		50.00
Delinquent Tax Report – Paper Copy		100.00
In Rem/ Tax Deed Certified letters & Admin fees		150.00
Labels	Per label	0.20
Postage for labels, reports ((plus WPS rates)	Per item	5.00
Tax Research	Hour	25.00

UW Extension

Educational Programs	Per person	Free - \$150.00
Platbooks	Per book	40.00



MANDATED SERVICES REVIEW - 2023

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

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

Counties have circuit court judges and court commissioners; all perform statutory / constitutionally mandated circuit court functions.	Yes	Wis. Stat. Chps. 753, 757; Supreme Court Rules
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<p>Additional information:</p> <ul style="list-style-type: none"> - § 753.30 enumerates the Clerk of Circuit Court powers. - Additional information: Other statutory duties include: procuring, scheduling and paying interpreters; witnesses; marking, storing and retention of exhibits and mandatory reporting to the State for: interpreter reimbursement, juvenile legal fees, US Attorney billings, unclaimed funds, jury evaluation report and annual report of costs. - The positions of Clerk of Circuit Court and one deputy are mandated.

MEDICAL EXAMINER

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

Additional information:

- Counties may operate under a Coroner (elected) or Medical Examiner (appointed) system. In addition to those outlined above, applicable statutes include §§ 59.34 and .38.

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

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

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

		designated Corporation Counsel
Represent Interests of the Public in Termination of Parental Rights Proceedings	Yes	Wis. Stat. § 48.09

Additional information:

- § 59.42 provides that the Board **may** appoint a corporation counsel. When authorized by the Board, in a county administrator led county, the County Administrator shall have the authority to appoint and supervise the position. If a County Board does not authorize the creation of the position, the board is responsible for designating an attorney to perform the duties provided by law.

COUNTY ADMINISTRATOR		
Service	Mandated (Yes/No)	Statutory Authority
Coordinate all functions not vested by law in boards or commissions	Yes*	Wis. Stat. §59.18(2)(a)
Chief Administrative Officer	Yes*	Wis. Stat. § 59.18(2)
Ensure observation, enforcement, and administration of all state and federal laws and local ordinances	Yes*	Wis. Stat. § 59.18(2)
Assist Board in Long-Range (Strategic Planning)	No	
Annual Budget	Yes*	Wis. Stat. §59.18(5)
Annual Workplan	No*	Submission of a workplan is required by existing board rules.
Assist Committee Chairs Committee Agenda development	No	
Participate in Economic Development bodies (e.g., Chamber of Commerce, MCDEVCO)	No	Wis. Stat. § 59.57, provides the board may appropriate money for limited activities.
Appoint Members of Boards and Commissions	Yes*	Wis. Stat. § 59.18(2)(c)
Appoint and Supervise Department Heads	Yes*	Wis. Stat. § 59.18(2)(b)
Conduct Performance Evaluations	No	
Public Communications Oversight and Coordination	No	

Service on Intergovernmental organizations of which Marathon County is a founder/member	No*	Participation on NCHC bodies (Executive & Board) and CCITC Board is mandated by respective intergovernmental agreements approved by County Board
Internal Communications Oversight and Coordination	No	
Performance Data – generation, oversight, reporting, and response coordination	No	
JUSTICE SYSTEMS		
Criminal Justice Collaborating Council staffing support and leadership	No	
Case Management & Treatment Services Program (coordination and oversight in collaboration with courts)	No	
Diversion Programs (coordination and contract management)	No	
Treatment courts and Supportive Services (coordination and oversight in collaboration with courts) (e.g., Community Service program, Driving with Care, Domestic Violence SAFE, Risk Assessment, etc.)	No	
Pretrial Assessment and Supervision	No	

Additional information:

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

COUNTY CLERK		
Service	Mandated (Yes/No)	Statutory Authority
Administer and oversee all County, State and National elections in conjunction with local municipal clerks.	Yes	Wis. Stat. § 5.05(14), 7.10 Chapters 5 - 12
Provides voter registration services for Marathon County municipalities (requires necessary technology and training)	Yes	Wis. Stat. § 6.28
Record and maintain all County Board proceedings and coding of adopted resolutions and ordinances; county administration; planning and zoning authority; claims against the County	Yes	Wis. Stat. § 59.23(2)
Process marriage licenses and issue marriage certificates	Yes	Wis. Stat. § 765.05, 765.15, 765.12
Issue domestic partnership terminations	Yes	Wis. Stat. § 770.07(2)
Maintain dog license records; process dog damage claims and issue dog tags to local treasurers	Yes	Wis. Stat. § 174.07(1)(c), 174.07(2)(b), 174.11(2)(b)
Timber Harvest of Raw Forest Products	Yes	Wis. Stat. § 26.03
File Probate Claim Notices	Yes	Wis. Stat. § 859.07(2)
Legal custodian of the County's Code of Ordinances	Yes	Wis. Stat. § 66.0103
Tax Deeds – coordinate sales, notices	Yes	Wis. Stat. Chapters 75 – 77
Resignations, Vacancies, and Removals from Office	Yes	Wis. Stat. § 17.01(5), 17.01(13)(b)
Oaths and Bonds, Public Records and Property	Yes	Wis. Stats. § 19.21(1)
Publication of Legal Notices	Yes	Wis. Stats. Chapter 985

Prepare and maintain annual budget for County Board and Assembly Room	No	
Compile official County Directory which includes County Departments and staff, County Board Supervisors and Committees, Federal, State, and local officials	Yes/No	Municipal Officers to provide to clerk (responsible to send to Secretary of State) per Wis. Stat. § 59.23(2)(s)
Serve as agent for the U.S. Department of State in processing passport applications	No	Wis. Stat. § 69.30(2m) allows either a County Clerk or Clerk of Court to copy certified copies of birth certificates for the purpose of processing passport applications
Provide internal and public notary services	No	
Issue Direct Seller Permits	No	Issuance of direct seller permits is governed by Section 12.05 of Marathon County's General Code, which places the Clerk in charge of issuance.
Process in and outgoing mail, maintain postage meter	No	
<p>Additional information:</p> <ul style="list-style-type: none"> - § 59.23 provides that the positions of County Clerk and one deputy are mandated, as well as an annual salary for the Clerk. Deputy salary is nonmandated, as well as assistants to the Clerk. If, however, an assistant(s) is/are authorized by the Board, the State mandates the provision of a salary. 		

HUMAN RESOURCES

Service	Mandated (Yes/No)	Statutory Authority
Collective Bargaining and Labor Negotiations Administration*	Yes*	Wis. Stat. § 111.70
Coordination of Recruitment and selection of employees to comply with applicable federal and state requirements.	Yes*	See e.g. Wis. Stat. §§ 111.322, 111.33, 111.335, 111.36
Coordination and administration of employee benefits, such as: Health Insurance plan, Wellness Program and Initiatives, Open Enrollment,	No	Insurance is discretionary as provided in § 59.52(11)
Coordination and management of all applicable health insurance laws and notification requirements (HIPAA, COBRA)	Yes*	26 CFR § 54.4980B
Advise Department Heads, Division Managers, and Program Supervisors on human resources issues	No	
Property Insurance Administration and Claims Management	Yes*	Local governments are required to respond to claims; however, insurance is discretionary as provided in § 59.52(11)
Employee Safety and Health & Loss Control	Yes* (level of service)	Local governments are required to respond to claims; however, insurance is discretionary as provided in § 59.52(11); see also Wis. Stat. § 101.055; Wis. Admin. Code Chapters SPS 361, 362
Liability Insurance Administration & Claims Management	No	Local governments are required to respond to claims; however, insurance is discretionary as provided in § 59.52(11)

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

Additional information:

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

CITY-COUNTY INFORMATION TECHNOLOGY

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

Additional information:

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

FINANCE

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

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

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

Management of lottery credit program including settlement preparation and payments	Yes	Wis. Stat. 79.10(5)-(11) Wis. Adm. Code Ch. 20
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Additional Information: *These duties are referenced within § 70.09, as duties that may be delegated to a Real Property Lister (RPL). The RPL position (together with a Geographical Information System position) was transferred to the Conservation, Planning & Zoning (CPZ) Department. CPZ is coordinating the above-mentioned activities; however, the funding for said activities will be transferred from the Treasurer’s budget, the Treasurer’s Office has historically been responsible for the roll preparation, balancing, and printing processes. These processes are foundational to the issuance of tax bills.

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

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

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

Additional information:

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

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

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

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

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

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

State DHS facilitates the performance of these services through the delivery of services/programs by Marathon County Health Department. The state conducts periodic reviews to ensure compliance. The public health department also meets the requirements of Wisconsin State Statutes, chapter 250-255.

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

Level I health departments must provide the following:

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

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

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

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

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

For the full list, please see DHS Chapter 140.

SOCIAL SERVICES		
Service	Mandated (Yes/No)	Statutory Authority
Child Welfare Division		
Children's Services and Youth Justice Services	Yes	Wis. Stat. Ch. 48 & 938
Child Welfare Services	Yes	Wis. Stat. § 48.56
Powers and Duties of County Departments	Yes	Wis. Stat. §§ 48.57 & 938.57
Children's Community Options Program	Yes	Wis. Stat. § 46.272
Economic Support Division		
Wisconsin Shares – Child Care Subsidy	No	Wis. Stat. § 49.155
Income Maintenance Administration – Medical Assistance	Yes	Wis. Stat. § 49.45
Income Maintenance Administration – Food Share	Yes	Wis. Stat. § 49.79
Fraud Investigations and Error Reduction	Yes	Wis. Stat. § 49.845
Child Support Division		
Administration of the child and spousal support program	Yes	Wis. Stats. § 49.22 & Title IV-D of Federal Social Security Act
Establish paternity & enforce child support collections	Yes	Wis. Stats. § 59.53(5) & Title IV-D of Federal Social Security Act
Establish & enforce medical support liability programs	Yes	Wis. Stats. § 59.53(5) & Title IV-D of Federal Social Security Act
ELEVATE work program - This program is an innovative, grant funded, employment success program for child support participants. Our Agency coordinates services with local resources.	No	
The Children First Grant - developed to provide employment and job search services for noncustodial parents (NCPs) who are not paying child support due to being unemployed or underemployed.	No	Wis. Stats. §49.36 and §767.55

Additional information:

Child Welfare Division

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

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

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

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

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

Wis. Stat. § 51.437 indicates that the county board of supervisors has the primary governmental responsibility for the well-being of those developmentally disabled citizens residing within its county and the families of the developmentally disabled insofar as the usual resultant family stresses bear on the well-being of the developmentally disabled citizen. This primary governmental responsibility is limited to the programs, services and resources that the county board of supervisors is reasonably able to provide within the limits of available state and federal funds and of county funds required to be appropriated to match state funds.

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

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

Income Maintenance Division

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

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

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

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

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

Additional information:

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

Administer LRIP Program for Local Units of Government	Yes	Wis. Stat. § 86.31(6), TRANS 206
Posting program	Yes	Wis. Stat. § 348
Litter & Debris Removal	Yes	
Inter-department construction assistance (parking lots, grading, construction, maintenance)	No	

Additional information:

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

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

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

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

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

State Regulations: Chapter 323: Department of Commerce Administrative Rules

CONSERVATION, PLANNING & ZONING DEPARTMENT

Service	Mandated (Yes/No)	Statutory Authority
Comprehensive Plan	Yes	Wis. Stat. §66.1001
Animal Waste Ordinance	No	Wis. Stat. §§ 92.07, 92.15, & 92.16 ATCP 51 & NR 151 with an ordinance in place we require staff to administer the ordinance.
Livestock Facility Siting Ordinance	No	Wis. Stat. §§ 92.15, 93.90, and ATCP 51 with an ordinance in place we require staff to administer the ordinance.
Sanitary (POWTS) Ordinance	Yes*	Wis. Stat. §§ 59.70(5), 145.04, 145.19, 145.20, 145.245, & 254.59
Land Division Ordinance	No	Wis. Stat. Ch. 145, 236, 92 & 281 & §§ 59.69, 59.54(4) & 87.30; NR 151 with an ordinance in place we require staff to administer the ordinance.
Public Land Survey System Re-monumentation & Maintenance	Yes	Wis. Stat. Ch. 59
Nonmetallic Mining Ordinance	Yes	Wis. Stat. § 59.692, 59.694, 295 NR 135
Zoning Ordinance	No	Wis. Stat. § 59.69 to 59.698, 66.1001 to 66.1037, 91.30-91.40 with an ordinance in place we require staff to administer the ordinance.
Board of Adjustment Procedures	Yes	Wis. Stat. § 59.694, because we have a zoning ordinance, we are required to have a Board of Adjustment.
Shoreland / Wetland / Floodplain Ord.	Yes	Wis. Stat. § 59.69, 59.692 NR 115, & 87.30 NR 116

Real Property Description	No*	Wis. Stat. § 70.09
Land Information Plan & Program, including Parcel Mapping	Yes	Wis. Stat. § 59.72
Land Information Officer	No	Wis. Stat. § 59.72
Land Information Council	No	Wis. Stat. § 59.72 (2)
Geographic Information System Database, Address Information	Yes	Wis. Stat. § 59.72 Maps & Data Publication Requirements
Redistricting	Yes	Wis. Stat. § 59.10 County Board mandate that has historically involved CPZ
Elderly & Disabled Transportation Assistance Program (Funded via Federal DOT with 20% match from County)	No	Wis. Stat. § 85.21
Land and Water Resource Management Plan	Yes	Wis. Stat. Ch. 92.10
Soil and Water Resource Management Program	Yes	Wis. Stat. § 92.14 Marathon County receives staff funding to administer this program.
Farmland Preservation Program	Yes	Wis. Stat. Ch. 91.10, Marathon County receives staff funding to administer state programs in accordance with our preservation/comprehensive plans.
Fenwood Creek Project	No	
Priority Watersheds & Compliance with Ag Performance Standards	Yes	U.S. Clean Water Act, Environmental Protection Agency Approved a TMDL mandated reductions in water quality problems. NR 151.005 requires that ATCP 50 or stricter standards be adopted to achieve the TMDL. Wis. Admin. Code ATCP 50.04 states that landowners engaged in agricultural practices in WI shall implement conservation practices to NR

		151.04 standards. Marathon County receives staff funding to administer state programs
Land and Water State Cost-Share – Bond & SEG Funding	No	Marathon County receives staff funding to administer these state programs. Relevant statutory provisions include: Wis. Stat. Ch. 92, NR 12, and NR 151. Provisions in these statutes indicate that an offer of cost share must be made to assist landowners with NR 151 compliance. Bond and SEG funds can provide one avenue to make this offer.
Total Maximum Daily Load – Watershed program	Yes	U.S. Clean Water Act, Environmental Protection Agency Approved a TMDL mandated reductions in water quality problems. NR 151.005 requires that ATCP 50 or stricter standards be adopted to achieve the TMDL.
Land and Water State Cost-Share – Bond & SEG Funding	No	Marathon County receives staff funding to administer state programs. Relevant statutory provisions include: Wis. Stat. Ch. 92, NR 12, and NR 151. Provisions in these statutes indicate that an offer of cost share must be made to assist landowners with NR 151 compliance. Bond and SEG funds can provide one avenue to make this offer.
Wildlife Damage Program	No	Marathon County receives state reimbursement for out-of-pocket costs related to this program.
Wausau MPO	Yes	23 USC § 134

Municipal Separate Storm Sewer System Program Requirements	Yes	The U.S. EPA develops stormwater runoff requirements. The Wisconsin Department of Natural Resources is responsible for administering the U.S. EPA Permit Program. Chapter 283 Wis. Stats, and chapters NR 151 and 216 of the Wis. Admin Code outline the regulations for owners and operators MS4s to discharge, and compliance requirements for these permits.
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Additional information:
 * Real Property Description and GIS Mapping are closely tied to our mandates relative to § 59.72(2)

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

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

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

Additional Information: UW-Extension positions are funded through a state-county funding split.

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

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

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

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

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

Additional Information:

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

Services and materials offered by Marathon County Public Library include, but are not limited to, the following: Books and audiobooks, DVDs and video games, magazines and newspapers, eBook and eAudio collections available through digital access.

Programming including: educational classes and workshops, crafting events, music and theatre performances, movie screenings, story times, experts, authors and other speakers to lead lectures, presentations and workshops on a number of subjects; additional services at varying locations including study and meeting rooms, passport services, computers and internet access, copy/print/fax services, notary public, and material delivery for homebound patrons.

MCPL is a member of and the resource library for the Wisconsin Valley Library Service and a participant in the V-Cat consortium and the Wisconsin Public Library Consortium.

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

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

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

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

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

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

NCHC – Core Programs

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

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

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

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

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

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

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

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

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

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

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

NCHC – OTHER PROGRAMS

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

Additional information:

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

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

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

SOLID WASTE DEPARTMENT

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

Additional Information:

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

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

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