

MARATHON COUNTY EXECUTIVE COMMITTEE

3rd 2nd AMENDED AGENDA

Date & Time of Meeting: Thursday, March 10, 2022, at 4:00 p.m.

Meeting Location: Courthouse Assembly Room, B-105, 500 Forest Street, Wausau WI

Committees Members: Kurt Gibbs Chair; Craig McEwen, Vice-Chair; Matt Bootz; Tim Buttke; Sara Guild,

Randy Fifrick, Jacob Langenhahn, Alyson Leahy, Jean Maszk, John Robinson.

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)

Executive Committee Mission Statement: The Executive Committee of the Marathon County Board exists for the purpose of implementing the County's Strategic Plan by coordinating policy formation among the Committees and providing leadership for all County Board policies through supervision of Administrative staff.

The meeting site identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Executive Committee members and the public to attend this meeting remotely. Instead of attendance in person, Committee members and the public may attend this meeting by **telephone conference**. If Committee members or members of the public cannot attend remotely, Marathon County requests that appropriate safety measures, including adequate social distancing, be utilized by all in-person attendees. 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: 146 159 7938

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

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

- 1. Call Meeting to Order
- **2. Public Comment (15 Minutes)** (Any person who wishes to address the County Board, or one of its committees, during the "Public Comment" portion of meetings, must provide his or her name, address, and the topic he or she wishes to present to the Marathon County Clerk, or chair of the committee, no later than five minutes before the start of the meeting.)
- 3. Approval of the February 9, 2022, Executive Committee Meeting Minutes
- 4. Policy Issues for Discussion and Possible Action
 - A. Discuss input for Onboarding Newly Elected County Board Supervisors
 - **B.** Approval of Grant Agreement between Marathon County, North Central Community Services Program, and State of Wisconsin Department of Administration
 - C. Authorization of County Support for Public Service Commission Broadband Grants
 - **D.** Prioritization of Administrator's 2022 Work Plan
 - E. Annual Evaluation of County Administrator
 - 1. The Executive Committee may consider a Motion to Go into Closed Session pursuant to §19.85(1) (c) Wis. Stats. to consider performance evaluation data of a public employee over which the governmental body has jurisdiction or exercises responsibility, namely: the County Administrator. [Roll Call Vote Suggested]
 - **2.** Motion to return to open session for announcements and possible action on matters discussed in closed session.
- 5. Operational Functions Required by Statute, Ordinance, or Resolution
- 6. Educational Presentations and Committee Discussion
 - A. NACO Legislative Conference
- 7. Next Meeting Date & Time, Location, Announcements and Future Agenda Items:
 - **A.** Committee members are asked to bring ideas for future discussion.
 - B. Next Executive Committee Meeting: Thursday, April 14, 2022, at 4:00 p.m.

8. 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 e-mail countyclerk@co.marathon.wi.us one business day before the meeting

	SIGNED: Chair Kurt Gibbs
	Presiding Officer or Designee
EMAILED TO: Wausau Daily Herald, City Pages, and other Media Groups	NOTICE POSTED AT COURTHOUSE
EMAILED BY: Toshia Ranallo	BY: <u>Toshia Ranallo</u>
DATE & TIME: 3/09/2022 AT 12:00 PM	DATE & TIME: 3/09/2022 at 12:00 PM



MARATHON COUNTY EXECUTIVE COMMITTEE MINUTES

Wednesday, February 9, 2022, at 4:00 p.m.

Courthouse Assembly Room, B-105, 500 Forest Street, Wausau WI

Members	Present/Web-Phone	Absent
Chair Kurt Gibbs	Х	
Vice Chair Craig McEwen	Х	
Matt Bootz	W	
Tim Buttke	Х	
Sara Guild		Х
Jacob Langenhahn	Х	
Alyson Leahy	X	
John Robinson	Х	
Jean Maszk	W	
Randy Fifrick		Excused

Also present/WebEx: Lance Leonhard, Michael Puerner, Toshia Ranallo and members from the public.

1. Call Meeting to Order

Chair Gibbs called the meeting to order at 4:15 p.m.

2. Public Comment - None

3. Approval of Minutes:

WITH ONE CHANGE, MOTION BY ROBINSON; SECOND BY BUTTKE TO APPROVE JANUARY 13, 2022, EXECUTIVE COMMITTEE MEETING AND DECEMBER 21, 2021, SPECIAL MEETING MINUTES. MOTION CARRIED. Remove Supervisor Langenhahn from the 1/13/2022 meeting attendance.

- 4. Policy Issues for Discussion and Possible Action
 - A. Discussion of Potential Revisions to NCHC Tri-County Agreement
 - 1. This item will include a motion to go into closed session, pursuant to Wis. Stat. Sections 19.85 (c), (e) and (f), for the purpose of considering performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, for conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and for preliminary consideration of specific personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person involved in such problems, to wit: consideration of specific NCHC employees and personnel data in the context of potential revisions to the NCHC Tri-County Agreement:

MOTION BY LANGENHAHN; SECOND BY BUTTKE TO CONVENE IN CLOSED SESSION, PURSUANTT O §19.85(1) (C) (E) AND (F), FOR THE PURPOSE OF CONSIDERING PERFORMANCE EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY, FOR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION, AND FOR PRELIMINARY CONSIDERATION OF SPECIFIC PERSONNEL PROBLEMS WHICH, IF DISCUSSED IN PUBLIC, WOULD BE LIKELY TO HAVE A SUBSTANTIAL ADVERSE EFFECT UPON THE REPUTATION OF ANY PERSON INVOLVED IN SUCH PROBLEMS, TO WIT: CONSIDERATION OF SPECIFIC NCHC EMPLOYEES AND PERSONNEL DATA IN THE CONTEXT OF POTENTIAL REVISIONS TO THE NCHC TRI-COUNTY AGREEMENT. MOTION CARRIED. Not unanimous

Roll Call Vote was performed:

Members	Present/Web-Phone	Excused/Absent
Chair Kurt Gibbs	Yes	
Vice Chair Craig McEwen	Yes	
Matt Bootz	WebEx	
Tim Buttke	Yes	
Sara Guild		Х
Jacob Langenhahn	Yes	
Alyson Leahy	Yes	
John Robinson	No	
Jean Maszk	WebEx	
Randy Fifrick		X

2. Motion to return to open session for announcements and possible action on matters discussed in closed session:

MOTION BY LANGENHAHN; SECOND BY MC EWEN TO RETURN TO OPEN SESSION. MOTION CARRIED.

Action:

As a result of closed session, no action taken.

B. Prioritization of the Administrator's 2022 Work Plan

Discussion:

Chair Gibbs requests committee members to review and prioritize items in the Administrator's 2022 Work Plan in order to guide Administrator Leonhard on priorities they would like him to focus on.

After committee discussion, Administrator Leonhard will identify and provide the committee with projects that could be delayed versus projects that are immediate priorities. Supervisors also request having a discussion on improving the ranking process for the future.

Action:

No action taken.

Follow Up:

Review Administrator's list and discuss them at the March meeting.

- C. Annual Evaluation of County Administrator
 - 1. The Executive Committee may consider a Motion to Go into Closed Session pursuant to §19.85(1) (c) Wis. Stats. to consider performance evaluation data of a public employee over which the governmental body has jurisdiction or exercises responsibility, namely: the County Administrator. [Roll Call Vote Suggested]

MOTION BY LANGENHAHN; SECOND BY ROBINSON TO CONVENE IN CLOSED SESSION, PURSUANT TO §19.85(1) (C) WIS. STATS. TO CONSIDER PERFORMANCE EVALUATION DATA OF A PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS JURISDICTION OR EXERCISES RESPONSIBILITY, NAMELY: THE COUNTY ADMINISTRATOR. MOTION CARRIED.

Roll Call Vote was performed:

Members	Present/Web-Phone	Excused/Absent
Chair Kurt Gibbs	Yes	
Vice Chair Craig McEwen	Yes	
Matt Bootz	WebEx	
Tim Buttke	Yes	
Sara Guild		Х
Jacob Langenhahn	Yes	
Alyson Leahy	Yes	
John Robinson	Yes	
Jean Maszk	WebEx	
Randy Fifrick		Х

2. Motion to return to open session for announcements and possible action on matters discussed in closed session.

MOTION BY ROBINSON; SECOND BY BUTTKE TO RETURN TO OPEN SESSION. MOTION CARRIED.

Discussion:

As a result of closed session, a paper copy of the evaluation form will be mailed to supervisors who did not previously return one.

Action:

No action taken.

Follow Up:

The Administrator's evaluation will proceed at the March Executive Committee meeting.

- 5. Operational Functions Required by Statute, Ordinance, or Resolution: None
- 6. Educational Presentations and Committee Discussion: None
- 7. Next Meeting Date & Time, Location, Announcements and Future Agenda Items:

- **A.** Committee members are asked to bring ideas for future discussion.
- B. Next Executive Committee Meeting: Thursday, March 10, 2022, at 4:00 p.m.

8. Adjournment

THERE BEING NO FURTHER BUSINESS TO DISCUSS, MOTION BY MC EWEN; SECOND BY ROBINSON TO ADJOURN THE MEETING AT 7:13 P.M. MOTION CARRIED.

The recorded meeting can be viewed here: https://tinyurl.com/MarathonCountyBoard Respectfully submitted by Toshia Ranallo.

GRANT AGREEMENT

Between the

State of Wisconsin Department of Administration

and

North Central Community Services Program

and

Marathon County

THIS GRANT AGREEMENT is made and entered into by and between the Department of Administration, State of Wisconsin ("Grantor"), Marathon County ("County") and North Central Community Services Program ("NCCSP"), a multicounty community services program established pursuant to ss. 51.42 and 66.0301, Wis. Stats.

WHEREAS, under s. 13.48(20t), Wis. Stats., the Legislature has provided that the Wisconsin State Building Commission ("Commission") may authorize up to Five Million Dollars (\$5,000,000.00) in general fund supported borrowing to aid in the renovation of an existing mental health facility in Marathon County to provide 16 adult inpatient psychiatric beds, 5 beds for emergency stabilization, and 5 beds for detoxification and substance use treatment to serve individuals, including individuals who meet the criteria for emergency detention under s. 51.15 or 51.45, Wis. Stats. who are from Forest, Langlade, Lincoln, Marathon, Oneida, and Vilas Counties (the "Project"); and

WHEREAS, the statutes provide that the state funding commitment for the Project shall be in the form of a grant to an organization that provides mental and behavioral health services in the north central region of the state and that has a campus in Marathon County; and

WHEREAS, the County has entered into a joint county agreement ("Joint County Agreement") with Langlade and Lincoln counties to establish NCCSP as a multicounty community services program pursuant to ss. 51.42 and 66.0301, Wis. Stats., with the intent that NCCSP be construed as a political corporation or governmental subdivision or agency thereof pursuant to Wis. Stat. Chapters 893 and 895; and

WHEREAS, the County owns an existing facility in Marathon County operated by NCCSP as a mental health facility pursuant to the Joint County Agreement ("Facility"); and

WHEREAS, the County and NCCSP desire to use the \$5,000,000.00 grant to renovate the Facility for NCCSP to operate it for the purposes set forth in s. 13.48(20t), Wis. Stats.;

WHEREAS, the Commission, at its meeting on October 20, 2021, determined that the County and NCCSP have met all the conditions set forth by the Legislature and authorized Grantor to release funds to aid in the renovation of the Facility in an amount not to exceed \$5,000,000.00 from the appropriation account under s. 20.867 (2) (q) Wis. Stats., in the form of a grant.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

- 1. Grantor shall make payments to the County in an amount not to exceed \$5,000,000.00 as reimbursement of construction expenses incurred by the County in connection with the Project. Grantor shall disburse the Grant as a payment based on a requisition (Form of requisition attached as Exhibit A).
- 2. The Project is located at 1100 Lake View Dr., Wausau, Marathon County (The "Property"). The legal description of the Property is attached hereto as Exhibit B.
- 3. Other than payment of the grant, the State of Wisconsin and its agencies, officers and employees will have no obligation regarding the Facility. Therefore, the County and NCCSP hereby agree to indemnify, hold harmless and defend the State of Wisconsin and its agencies, officers and employees against any financial obligation or liability regarding the construction of the Project, including, but not limited to, injury to any person or property or environmental hazards which may be encountered in the construction, maintenance and management of this Facility. The County shall maintain full replacement cost coverage for the Facility and upon loss or destruction of the Facility shall repair or rebuild it within three (3) years from the date of loss or repay to Grantor the amount of the Grant. The form of this replacement cost coverage shall be satisfactory to the Grantor.
- 4. Pursuant to 2013 Wisconsin Act 20 and Article 8, section 7, sub. 2 of the State of Wisconsin Constitution, the County is required to sign the attached Use Restriction Agreement. The County hereby accepts and NCCSP acknowledges the County's acceptance of a use restriction over the Property for a period of twenty (20) years hereof or until such time that the person charged with the administration of the grant determines that the purpose of the grant has been satisfied. The use restriction shall be of the nature and character and to the extent and on the terms and conditions set forth therein.
- 5. The County and NCCSP shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation, or national origin. This provision shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of

pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the County and NCCSP shall take affirmative action to ensure equal employment opportunities. The County and NCCSP shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by Grantor setting forth the provisions of the nondiscrimination clause. An Affirmative Action Plan is required from any Grantee who receives an award from the Grantor in excess of Fifty Thousand (\$50,000.00) Dollars and who has a workforce of fifty (50) or more employees as of the grant date. The County and NCCSP shall include these provisions in any subcontract associated with this Grant.

6. The County and NCCSP shall establish record keeping systems assuring compliance with this Agreement. The systems shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Grantor. Records shall be maintained after final completion of construction for a period of not less than three (3) years.

The minimum acceptable records for administrative purposes of this Agreement consist of invoices for allowable construction costs, materials and equipment and construction services and professional, architectural and engineering fees.

The County and NCCSP shall maintain sufficient segregation of accounting records for this Agreement separate from other agreements, projects and programs. Grantor shall have access to all records related to this agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the premises any such records. If the material is on electronic media, the County or NCCSP shall provide copies in such form as may be requested by Grantor. This provision shall survive termination of this Agreement.

7. The County and NCCSP shall be jointly and severally liable for repayment of the grant in full if, for a period commencing with Grantor's final payment of the grant to the County and ending ten years thereafter, NCCSP ceases to use the Facility to provide at a minimum 16 adult inpatient psychiatric beds, 5 beds for emergency stabilization, and 5 bends for detoxification and substance use treatment to serve individuals, including individuals who meet the criteria for emergency detention under s. 51.15 or 51.45, Wis. Stats. who are from Forest, Langlade, Lincoln, Marathon, Oneida, and Vilas Counties.

THE STATE OF WISCONSIN	MARATHON COUNTY
By:	By:
Naomi De Mers	Name:
Secretary Wisconsin State Building Commission	Title:
	NORTH CENTRAL COMMUNITY SERVICES PROGRAM
	By:
	Name:
	Title:

State of Wisconsin Capital Finance Office Attn: Capital Finance Director 101 East Wilson Street, 10th Floor P.O. Box 7864 Madison, WI 53707

To	Whom	It	May	Concern:

Requisition Date:	Requisition Number
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Requisition of Construction Grant Funds MARATHON COUNTY

On behalf of Marathon County, a draw on available grant funds for the above project is hereby requested. The invoice(s), closing documents, or other materials evidencing payment of costs and expenses for which reimbursement is requested are listed and attached separately. This grant draw is to reimburse construction invoice(s) for renovation of a mental health facility paid by Marathon County. The calculation of the amount of grant available and this draw is as follows:

1.	Total Amount of Grant:	\$5,000,000.00
2.	Total of Previous Grant Draws	\$0.00
3.	Remaining Grant Available:	\$5,000,000.00
4.	Total Costs/Expenses Submitted	\$5,000,000.00
5.	Grant Draw (100% of Total Costs/Expenses)	\$5,000,000.00
6.	Cumulative total of Grant Draws (line 2 plus line 5)	\$5,000,000.00
7.	Remaining Grant Available (line 1 minus line 6)	\$0.00

On behalf of Marathon County I hereby certify that the materials submitted with this letter are true and correct copies of documents evidencing payments made by Marathon County and the amounts requested for payment under this Requisition are due to Marathon County.

Sincerely,	
Marathon County	
By:	
Name: Lance Leonhard	
Title: Administrator	

Legal Description of the Facility

North Central Health Care facility, located at 1100 Lake View Drive in the City of Wausau, Marathon County, Wisconsin. The property is more specifically described as follows:

PT GOV LOT 7 SEC 02-28-07 & PT GOV LOT 1 & PT OF NE $^{1}\!\!4$ NE $^{1}\!\!4$ SEC 11-28-07 – DESC AS CSM VOL 14 PG 174 (#3876) DOC #837571 & INCL MAPLE ISLAND (GOV LOT I) SEC 02-28-07

USE RESTRICTION AGREEMENT

Between the

State of Wisconsin Department of Administration

And

Marathon County

THIS USE RESTRICTION AGREEMENT
("Agreement") is made and effective as of the _____ day
of ______, 2021, by and between
MARATHON COUNTY ("Grantor") and THE STATE
OF WISCONSIN, DEPARTMENT OF
ADMINISTRATION ("Grantee").

Recording	Area
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Name and return address:

State of Wisconsin Department of Administration 101 East Wilson Street Madison, WI 53707-7970

PIN: 291-2807-024-0999

WITNESSETH:

WHEREAS, Grantor is a political subdivision of the State of Wisconsin, established pursuant to s. 2.01(37), Wis. Stats.; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property (the "<u>Property</u>") located in the City of Wausau, Marathon County, Wisconsin, and more particularly described on <u>Exhibit A</u> hereto;

WHEREAS, the Legislature has provided that the Wisconsin State Building Commission ("Commission") may authorize up to Five Million Dollars (\$5,000,000.00) in general fund supported borrowing to aid in the renovation of an existing mental health facility in Marathon County to provide 16 adult inpatient psychiatric beds, 5 beds for emergency stabilization, and 5 bends for detoxification and substance use treatment to serve individuals, including individuals who meet the criteria for emergency detention under s. 51.15 or 51.45, Wis. Stats. who are from Forest, Langlade, Lincoln, Marathon, Oneida, and Vilas Counties (the "**Project**");

WHEREAS, the Legislature has determined that expanding psychiatric bed capacity as described above would greatly benefit state residents by expanding access to timely inpatient mental health treatment and other behavioral health services and allowing public financial resources to be better distributed to more effectively improve delivery of mental health services and is a statewide responsibility of statewide dimension, and that it is therefore in the public interest, and it is the public policy of this state, to expand psychiatric bed capacity and behavioral health treatment capacity;

WHEREAS, on October 20,2021, the Commission authorized up to \$5,000,000.00 in general fund supported borrowing to aid Grantor in the construction of the Project, with state funding support to be in the form of a grant;

WHEREAS, if the facility that is renovated with funds from the grant is not used for the purpose described herein the Legislature requires Grantee to retain an ownership interest in the facility equal to the amount of the state's grant; and

WHEREAS, Wisconsin Constitution, Article VIII, Section 7 establishes limited purposes for which general fund supported borrowing may be used and, as such, Grantee's grant to Grantor (the "<u>Grant</u>") must result in Grantee acquiring an interest in property for public purposes;

NOW, THEREFORE, in consideration of the Grant, the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

- 1. <u>Grant; Purpose</u>. Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby accepts, a use restriction easement over the Property for a period of Twenty (20) years from the effective date hereof (the "<u>Term</u>"), which use restriction easement shall be of the nature and character and to the extent and on the terms and conditions set forth herein. It is the purpose of this Agreement to assist Grantor in the renovation of an existing mental health facility in Marathon County to provide 16 adult inpatient psychiatric beds, 5 beds for emergency stabilization, and 5 bends for detoxification and substance use treatment to serve individuals, including individuals who meet the criteria for emergency detention under s. 51.15 or 51.45, Wis. Stats. who are from Forest, Langlade, Lincoln, Marathon, Oneida, and Vilas Counties.
- Restrictions. In furtherance of the foregoing, Grantor covenants, on behalf of itself and its successors and assigns, which covenants shall run with and bind the Property during the Term, that the portion of the Property to which the renovations described herein are made will be primarily used to provide 16 adult inpatient psychiatric beds, 5 beds for emergency stabilization, and 5 bends for detoxification and substance use treatment to serve individuals, including individuals who meet the criteria for emergency detention under s. 51.15 or 51.45, Wis. Stats. who are from Forest, Langlade, Lincoln, Marathon, Oneida, and Vilas Counties and that any activity on or use of said portion of the Property inconsistent with such primary use and the purpose of this Agreement is prohibited. The parties acknowledge that while the Grantor owns the Property, Grantor has entered into a joint county agreement ("Joint County Agreement") with Langlade and Lincoln counties to establish North Central Community Services Program ("NCCSP") as a multicounty community services program pursuant to ss. 51.42 and 66.0301, Wis. Stats., and pursuant to the Joint County Agreement NCCSP operates the existing mental health facility to which the renovations contemplated herein are being made. Therefore, Grantor may demonstrate compliance with the use restrictions described herein by NCCSP's operation of the mental health facility consistent with said restrictions.
- 3. <u>Reserved Rights</u>. Grantor hereby reserves to itself and its successors and assigns, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited by or

inconsistent with the purpose of this Agreement. To accomplish the purpose of this Agreement Grantee shall have the right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Agreement, as provided in Paragraph 5 hereof, provided that (except in cases where Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Agreement that would significantly impair the public purposes to be served by this Agreement) such entry shall be upon prior reasonable notice, of no less than 48 hours, in writing to Grantor. Grantee's right to enter shall be subject to reasonable restrictions set by Grantor as to access to areas where confidential or protected patient information is present.

4. Grantee's Remedies.

- (a) Acquisition of Ownership Interest. If Grantee determines that a violation of Paragraph 2 of this Agreement has occurred or is threatened, then it shall give written notice to Grantor of the same, and Grantor shall have a sixty (60) day period after the receipt of such notice in which to cure such violation or, if such violation cannot be cured within such sixty (60) day period, then Grantor shall commence diligent efforts to pursue cure of such violation. If Grantor fails to either cure such a violation or commence and continue such diligent efforts to pursue a cure of such violation within sixty (60) days after receipt of notice to do so from Grantee, or if Grantor thereafter fails to diligently pursue such cure and to cure such violation within one hundred eighty (180) days, then Grantee shall deliver written notice to Grantor, and Grantor, within ten (10) days after delivery of such written notice, shall deliver to Grantee a deed in substantially the form attached hereto as Exhibit B, transferring a insert percentage interest = grant/(total cost of project) undivided tenant-in-common interest in the Property to Grantee.
- (b) <u>Injunctive Relief.</u> Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such violation.
- (c) <u>Scope of Relief.</u> Grantee's rights under this Paragraph 5 apply equally in the event of either actual or threatened violations of the terms of this Agreement. Grantor agrees that Grantee shall be entitled to the injunctive relief described in Paragraph 5(b) hereof, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Agreement. The remedies described in this Paragraph 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- (d) <u>Costs of Enforcement</u>. All reasonable costs incurred by Grantee in successfully enforcing the terms of this Agreement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in such a judicial action, then Grantee shall pay Grantor's costs and expenses relating thereto.
- (e) <u>Forbearance</u>. Forbearance by Grantee in exercising its rights under this Agreement in the event of any breach of any term of this Agreement by Grantor shall not

Commented [LDD1]: Please provide information about the total cost of the project so that we can indicate here what the state's percentage interest in the property will be.

be deemed or construed to be a waiver by Grantee of such breach or of any subsequent breach of the same or any other term of this Agreement or of any of Grantee's rights under this Agreement. No delay or omission in the exercise by Grantee of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

- (f) <u>Waiver of Certain Defenses.</u> Grantor hereby waives any defense of laches, estoppel, or prescription.
- (g) Acts Beyond Grantor's Control. Notwithstanding anything to the contrary contained in this Agreement, Grantee shall not be entitled to bring any action against Grantor for any change in use of the Property resulting from causes beyond Grantor's reasonable control, including, without limitation, fire, flood, storm, and earth movement; or from any action or inaction by Grantor in order to comply with local, state, or federal laws or regulations.
- 5. <u>No Public Access.</u> No right of access by the general public to any portion of the Property is granted by this Agreement.
 - 6. <u>Costs, Liabilities, Taxes, and Environmental Compliance.</u>
 - (a) <u>Costs, Legal Requirements, and Liabilities</u>. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of liability insurance coverage in the minimum amount of \$1,000,000 (adjusted from time to time by the percentage change from the date hereof in the Consumer Price Index All Urban Consumers, All Items, 1982-84 = 100, or if such index is no longer published, then a similar generally accepted index of price inflation). Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Agreement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.
 - (b) <u>Taxes</u>. Unless Grantor meets the criteria for any applicable tax exemption, Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Agreement, and shall furnish Grantor with satisfactory evidence of payment upon request.
 - (c) <u>Representations and Warranties</u>. Grantor represents and warrants that, to the best knowledge of Grantor, there is no pending or threatened litigation in any way affecting, involving, or relating to the Property and no civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or

circumstances that Grantor believes would form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

(d) <u>Control</u>. Nothing in this Agreement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("<u>CERCLA</u>"), or similar laws imposing legal liability on the owner or operator of real property.

7. Extinguishment; Condemnation.

- (a) Extinguishment. If circumstances arise in the future that render the purpose of this Agreement impossible to accomplish, then this Agreement can be terminated or extinguished, whether in whole or in part, upon mutual written agreement signed by Grantor and Grantee or by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the original amount of the Grant.
- (b) <u>Condemnation</u>. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in-lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Agreement, in whole or in part, then Grantor and Grantee shall act jointly to recover the full value of Grantor's interest in the Property subject to the taking or in-lieu purchase and all direct or incidental damages resulting therefrom (the "<u>Award</u>"), from which Award Grantee shall be entitled to collect an amount equal to the original amount of the Grant, plus interest at the rate specified in s. 71.82(1)(b), Wis. Stats., compounded monthly and calculated from the date hereof, and any expenses reasonably incurred by Grantee in connection with the taking or in-lieu purchase; provided, however, that if the Award is less than such original Grant amount plus such reasonable interest, then Grantee shall be entitled to recover its pro rata share of the Award.
- 8. <u>Subsequent Transfers.</u> Grantor agrees to incorporate the terms of this Agreement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any such interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph 9 shall not impair the validity of this Agreement or limit its enforceability in any way.
- 9. <u>Estoppel Certificates</u>. Grantee shall within thirty (30) days after its receipt of a written request by Grantor therefor, execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor's compliance with any obligations of Grantor contained in this Agreement. Such certification shall be limited to the use

being made of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within twenty (20) days after its receipt of Grantor's written request therefor and shall execute and deliver the requested certificate within ten (10) days after such inspection.

- 10. <u>Termination</u>. This Agreement shall terminate twenty (20) years from the effective date written above (the "Termination Date"). If at any time after the Termination Date Grantee receives a request from Grantor to record a notice of termination in the office of the Register of Deeds for Marathon County, Wisconsin, Grantee shall comply with the request within fifteen (15) business days of receipt of the request, and shall delivery a copy of such notice of termination to Grantor. In the event that the person charged with the administration of this Agreement on behalf of Grantee (e.g., the Secretary of the Department of Administration) determines that the purposes to be served by the Grant have been satisfied, Grantee may terminate this Agreement and its rights hereunder at any time by recording a notice of termination in the office of the Register of Deeds for Marathon County, Wisconsin. Grantee shall deliver a copy of such notice of termination to Grantor.
- 11. <u>Notices</u>. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed as follows:

If to Grantor: North Central Health Care

1100 Lake View Dr., Wausau, WI 54403

Attention: Jill Meschke, CEO

If to Grantee: State of Wisconsin

Wisconsin Department of Administration 101 East Wilson Street, 10th Floor

Madison, WI 53702

Attention: Capital Budget & Construction Admin. Bureau Director

or to such other address or by such other means of common communication as either party from time to time may designate by written notice to the other.

12. <u>Recording</u>. Grantee shall record this Agreement in the office of the Register of Deeds for Marathon County, Wisconsin, and may re-record it at any time as may be required to preserve its rights under this Agreement.

13. General Provisions.

- (a) <u>Controlling Law</u>. The interpretation and performance of this Agreement shall be governed by the internal laws of the State of Wisconsin.
- (b) <u>Liberal Construction</u>. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to effect the primary

purpose of this Agreement and the public purposes to be served by the making of the Grant. If any provision in this Agreement is found to be ambiguous, then an interpretation consistent with the primary purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

- (c) <u>Severability</u>. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) <u>Entire Agreement.</u> This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to such matters, all of which are merged herein.
- (e) <u>No Forfeiture</u>. Nothing contained herein will result in a forfeiture or reversion of title in any respect.
- (f) <u>Successors</u>. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in with the Property during the Term.
- (g) <u>Termination of Rights and Obligations</u>. A party's rights and obligations under this Agreement terminate upon transfer of that party's interest in this Agreement (as to Grantee) or the Property (as to Grantor), except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- (h) <u>Captions</u>. The captions in this Agreement have been inserted solely for convenience of reference and shall have no effect upon its construction or interpretation.
- (h) <u>Amendment</u>. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may jointly amend this Agreement by a written instrument recorded in the office of the Register of Deeds for Marathon County, provided that any such amendment shall not diminish the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and delivered the same as of the day and year first above written.

GRANTOR: GRANTEE:	
	THE STATE OF WISCONSIN
Ву:	Ву:
Lance Leonhard	Naomi De Mers
Administrator	Secretary, Wisconsin State Building Commission
ACKN	OWLEDGEMENT
State of Wisconsin County of Dane	
This instrument was acknowledged be as the Secretary of the Wisconsin Stat	efore me on, 2022, by Naomi De Mers re Building Commission.
Notary Public, Wisconsin My Commission (expires) (is)	
ACKN	OWLEDGEMENT
State of Wisconsin County of	
This instrument was acknowledged be as	efore me on 2022, by
Notary Public, Wisconsin My Commission (expires) (is)	
This document was drafted by Doug L Administration.	ovejoy, Legal Counsel, Wisconsin Department of

EXHIBIT A

Legal Description of the Property

North Central Health Care facility, located at 1100 Lake View Drive in the City of Wausau, Marathon County, Wisconsin. The property is more specifically described as follows:

PT GOV LOT 7 SEC 02-28-07 & PT GOV LOT 1 & PT OF NE $^{1}\!\!/_4$ NE $^{1}\!\!/_4$ SEC 11-28-07 – DESC AS CSM VOL 14 PG 174 (#3876) DOC #837571 & INCL MAPLE ISLAND (GOV LOT I) SEC 02-28-07

EXHIBIT B

Form of Deed

See Attached

State Bar of Wisconsin Form 1-2003 WARRANTY DEED

Document Number

Document Name

," whether one or more), ," whether one or more).

;" whether one or more).
E ¼ NE ¼ SEC 11-28-07 – L MAPLE ISLAND (GOV Chief Legal Counsel WI Department of Administration P.O. Box 7864 Madison, WI 57707
291-2807-024-0999 Parcel Identification Number (PIN) This is not homestead property. When the simple and free tices and agreements ility and municipal and general taxes in the year
(SEAL)
ACKNOWLEDGMENT
STATE OF WISCONSIN) ss. COUNTY)
Personally came before me on, the above-named
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.
* Notary Public, State of Wisconsin My Commission (is permanent) (expires:

* Type name below signatures.

RESOLUTION #R-____--22

AUTHORIZATION OF COUNTY SUPPORT FOR PUBLIC SERVICE COMMISSION (PSC) BROADBAND GRANTS

WHEREAS, broadband access is essential for economic development, virtual and lifetime learning, rural prosperity, and telehealth health services in Marathon County; and

WHEREAS, Marathon County has recognized the importance of broadband access in ensuring the health, safety and economic prosperity for all residents; and

WHEREAS, a significant portion of the county is currently "unserved' and "underserved" in terms of access to reliable and adequate broadband services; and

WHEREAS, the County has recognized the need to play a role in enhancing broadband access to its residents based on the findings and work done in association with the 2009 Broadband Gap Analysis, the 2015 Broadband Connectivity Task Force Report, and the 2019 Broadband Assessment and Plan prepared by Design Nine; and

WHEREAS, based on meetings and discussions with Internet Service Providers and evaluating the recommendations of Design Nine the County Board created a Broadband Task Force and charged it with identifying strategies, partners and potential funding sources that will support the expansion of broadband services to underserved areas; and

WHEREAS, the State of Wisconsin has existing opportunities to expand broadband services through a Broadband Expansion Grant Program administered by the Wisconsin Public Service Commission (PSC); and

WHEREAS, to assist PSC grant applicants, the Marathon County Broadband Task Force has recommended a policy of providing forgivable loans to PSC grant applicants whose proposed use of grant funds will benefit Marathon County. These forgivable loans would be in the amount of \$235 per unit for each applicant. Each loan would be forgiven upon activation of the broadband system within Marathon County created, expanded, or updated by grant funds. These loans would be provided based upon the applications and materials submitted and considered at the Marathon County Broadband Task Force meeting of February 28, 2022; and

WHEREAS, to further assist PSC grant applicants, the Marathon County Broadband Task Force has recommended a policy of making low interest loans available to PSC grant applicants whose expenditures will exceed \$235 per unit and whose proposed use of grant funds will benefit Marathon County. These loans would be for the non-PSC and non-county share of these projects; and

WHEREAS, these recommended loans would be available to applicants through American Rescue Plan Act (ARPA) funds, an allowable use of funds pursuant to ARPA expenditure categories 5.16 and 5.17 and Section 602(c)(1)(D) of the Social Security Act as amended.

NOW THEREFORE BE IT RESOLVED, that the Marathon County Human Resources, Finance, and Property Committee and the Marathon County Executive Committee authorize appropriate county officials to act under this resolution to convey County support for and commit County resources to broadband service expansion applications that satisfy the criteria established by the Marathon County Broadband Task Force.

County officials are also authorized to work with and support grant applicants through suitable means they have determined to be most advantageous to the interests of Marathon County within the constraints of the Budget approved by the County Board.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Marathon County Human Resources, Finance, and Property Committee, the Marathon County Executive Committee, and the Marathon County Board authorize county officials to provide forgivable loans in the amount of \$235 per unit to PSC grant applicants whose proposed use of grant funds will benefit Marathon County and as further defined in the applications and materials submitted and considered at the Marathon County Broadband Task Force meeting of February 28, 2022.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Marathon County Human Resources, Finance, and Property Committee, the Marathon County Executive Committee, and the Marathon County Board authorize county officials to make available low interest loans available to PSC grant applicants whose proposed use of grant funds will benefit Marathon County for the non-PSC and non-county share of these projects under the terms and conditions as defined by the Marathon County Broadband Task Force.

NOW THEREFORE BE IT FURTHER RESOLVED, the total amount of loans provided pursuant to this resolution is not to exceed \$4,015,405, out of which \$3,945,405 would be authorized to be paid through American Rescue Plan Act (ARPA) funds, an allowable use of funds pursuant to ARPA expenditure categories 5.16 and 5.17 and Section 602(c)(1)(D) of the Social Security Act as amended, and \$70,000 would be funded from Capital Improvement Project funds.

HUMAN RESOURCES, FINAN	NCE AND PROPERTY COMMITTEE
EXECUTIV	VE COMMITTEE

Fiscal Impact: The total amount of loans provided pursuant to this resolution will not exceed \$4,015,405, out of which \$3,945,405 would be authorized to be paid through American Rescue Plan Act (ARPA) funds, an allowable use of funds pursuant to ARPA expenditure categories 5.16 and 5.17 and Section 602(c)(1)(D) of the Social Security Act as amended, and \$70,000 would be funded from Capital Improvement Project funds.



COUNTY ADMINISTRATION 2022 WORK PLAN – DRAFT

Project could be stopped (not started) with	
little or no impact on operations	
Stopping (not starting) project would have	
considerable operational impacts	
Stopping (not starting project) would have	
significant operational impacts	

Project Complete	
Moderate to Significant Progress	1
Minimal to Moderate Progress	
No Progress or Project No Longer Being Pursued	

Activity	What We have Already Done	Outcomes	Time Line	Dependencies	Progress	Progress
1. Facilities Related Projects						ONGOING
A. Continue Renovation of NCHC Spaces on Lake View Drive Campus	 Construction of pool, CBRF, Youth Hospital complete Nursing Home Tower complete Facility exterior - parking lot repair/replacement, retention ponds, exterior grading underway Budget – has been impacted by pandemic, grant from State of WI received, future borrowings envisioned following RFBs Finalizing bid drawings for upcoming phase (DSS, Veterans, Conference space) 	 NCHC in position to service debt at time of first payment Campus renovated in a way that enhances the service delivery options on the campus and allows for further consolidation of county departments to the campus 	 Department of Social Services (DSS) and Veterans Service Office (VSO) transition from current location to campus complete by mid-2023 Complete the renovation of NCHC related spaces during 2022 	 General construction dependencies, including pandemic related dependencies 		
B. Complete planning for DSS move to Lake View Drive Campus	 Identified DSS as most appropriate department to occupy space vacated by NCHC FCM submitted CIP plan for renovation of NCHC campus buildings for transition. Project ranked by CIP, awaiting final funding via 2021 budget Working with Credit Union representative to determine next steps for relocation from DSS building 	 Increased efficiency of operations Improved coordination for clients seeking service Improved coordination between DSS and Community Programs DSS, Veterans, and River Drive Conference Room resources will be relocated to Lake View Drive Campus (staff spaces will pursue hybrid and shared working environments to maximize efficiency and reduce long-term costs – smaller footprint) Credit Union – space has been identified for Credit Union location (specifics on the design, funding mechanism, and lease must be finalized) 	 Construction for DSS, VSO, and Conference Center space to be complete by 5/2023 (initial estimate) Transition staff by September 2023 	 Allocation of funding for DSS transition Construction dependencies, including permit approval 		ONGOING

C. Create a long-term facilities plan.	 NCHC campus master plan construction underway Plans near completion to move DSS, Veterans, and Conference Room facilities to Lake View Drive Campus Site selection study for shared Highway/PRF facility complete Westside Masterplan update is underway Regional Forensic Science Center schematic plans complete, grant funding sought. General property asset review completed by FCM staff 	 A comprehensive plan for the long-term consolidation of county properties, with general overview of the intent with respect to each of the county's existing operational facilities Updated Master Facility Plans for each of the operational facilities that the county intends to maintain 	 Specific Timeline must be developed by the HR, Finance & Property Committee in consultation with Administration. Major project areas include: a. Develop plans for relocation of PRF, UW Extension, and CPZ staff from River Drive buildings will be primary focus during 2022. b. Develop plan for 3rd floor of Library with Library Director, with aim of improving financial position of library or otherwise benefiting county organization c. Timeline for subordinate facility planning and construction projects 	Staff capacity – likely the filing of the vacant FCM Deputy Director position and Administration Staff capacity – likely the filing of the vacant FCM Deputy Director position and Administration	ONGOING
D. Update the Westside Masterplan	 Met with UWSP leadership to better understand need for improved student housing, multiple redevelopment efforts with UW and FCM staff were unsuccessful. Purchased property adjacent to current highway department set forth in previous Westside Plan Funded Sports Development Study – potential location for indoor facility within existing county-owned property Funding for study was allocated in proposed 2021 budget (CIP) MSA selected as consultant 	 Comprehensive plan relative to property that considers the future needs of the park, UW property, and stakeholders in developing 30-50 year vision for the property Plan should incorporate the vision from the Infrastructure Committee that the future location of the Highway Department and PRF facility be located off of West Street. 	■ Contract finalized by 1.31.2022 ■ Master Plan complete by 10.1.2022.	■ General dependencies relative to master plan delivery (e.g., consultant performance, staff capacity to assist in information procurement, etc.)	ONGOING
E. Work with Library Board to identify appropriate use of 3 rd Floor	 Sought additional outside engineering assessment of 3rd floor to aid in use determinations Several community leaders have expressed a desire to examine the potential use of the 3rd floor for the delivery of Child Care services. EEED Committee has expressed that addressing the lack of Child Care resources in the community will be the primary focus of its work for the remainder of this term. Administrator will continue to engage with local leaders to 	 Financially sustainable use of the space Further county facility consolidation efforts 	To be determined with Library Director and Library Board	 Covid impact on potential tenancy demand Costs associated with the necessary buildout of the 3rd floor space Use/engineering limitations Past efforts have been hindered based on the engineering of the space. 	ONGOING

F. Acquire Property for Multi-Department (Highway/Parks) Facility	assess opportunities for Marathon County's engagement on this issue. Administrator has reached out to newly appointed Library Director to begin dialogue so that the Director can appropriately engage the Library Board on this issue. Completed study and assessment of properties in greater metro area Previously reached purchase agreement with property owner in Village of Maine; however, discussions with Village have not progressed.	 Consolidate heavy equipment maintenance operation Consolidate Park management and Park Operations Co-locate departments with significant adjacencies Reduce number of stand-alone facilities 	◆ To be determined by HR, Finance & Property Committee	 Identify suitable property at reasonable cost for facility, reach purchase agreement with property owner, and approval of purchase by County Board. Requisite zoning modifications and site 	ONGOING
	■ The landowner's representative has remained in contact with the Highway Commissioner and County Administration	 Re-develop or divest vacated department property 		suitability must be obtained prior to purchase	
G. Develop a Policy/Process relative to the divestment of County-owned facilities and properties (non-tax deed)	■ Topic was identified by HR, Finance & Property Committee as a potential priority in 2021.	 Policy would assist policy makers and staff in considering how to proceed when a property is no longer being utilized for the specific purpose for which it was previously utilized 	 To be determined based on prioritization Social Services property is likely to be vacant by end of 2023 River Drive property availability is not known as final plans for CPZ, UW Extension, and PRF staff have not been developed. 	■ HRFC Prioritization ■ Staff Capacity	RECURRING PROJECT/NO SIGNIFICANT PROGRESS TO THIS POINT
2. Regional Forensic Science Center – pursue partnerships and support Task Force	 2019 – Task Force formed, initial financial projections relative to facility construction and operational costs completed 2020 – Business plan completed and circulated to potential partners, namely representatives of Aspirus and Marshfield Clinic Hospital systems, the Medical College of Wisconsin, and Portage County 2021 – staff continued meetings with health care system partners, updated business plans and schematic facility drawings, and sought significant grant funding through the State of Wisconsin. We are awaiting the results of our application for funding. 	 Complete the foundational work to assist the Broadband Task Force in developing a recommendation to the County Board relative to the policy decision whether to implement and operate a forensic pathology department serving north central Wisconsin. Assessment of the viability to monetize our in-house software to offset operational costs or serve as an inducement for counties to utilize our services in the event we proceed. 	 Determination relative to grant application – 2.1.2022 Future milestones to be developed by Task Force in consultation with County Board Public Safety Committee 	■ Funding ■ Legislative modifications ■ Prioritization by Board ■ Capacity within CCIT to evaluate software monetization	ONGOING

3. Financial Related Projects					
A. Implementation of Workday ERP System to replace Cayenta financial system	 Conducted RFP for system, selected Workday. Presentations were made to the Board, which ultimately approved the capital purchase and funding plan. Contract was negotiated and signed We are well into the implementation planning stage of the project and are entering the Architecture phase. We should have more definite implementation milestones with respect to HR and Finance modules in the near future that can be delivered to the Board. 	 Vision statement - Transform our system and processes through intelligent workflow and service design that prioritizes simplicity, efficiency, and best practices that position us for the future and to provide the best employee and customer experience. Guiding principles – intuitive, efficient, standardization, comprehensive solution One of the most significant issues we need to move forward is the re-organization of financial professionals across the organization to be more centralized. One of our most ambitious goals is to incorporate these changes in our 2023 budget document. 	Initial Plan RFP release – 11/2020 Responses due – 12/15/2020 Demos of qualified responses – 2/2021 Select vendor & negot. contract – 3/2021 – 6/2021 Begin Implementation – 6/2021 Implementation timeframe – 18 -24 months Revised Implementation Schedule Completion of Architect phase – 3/2022 Completion if initial configuration – 5/22 Payroll implemented – 2/23 Main phase completion – 3/23	 Staff capacity – we are in the process of onboarding additional staff to assist in the implementation Vendor capacity – the IT staffing market is such that it is likely that members of our implementation team will change over the life of the implementation. There is a potential that this could impact implementation. 	ONGOING
B. American Rescue Plan Act funding deployment	■ The HRFC has conducted several public listening sessions relative to the county's \$26.3 million allocation and had discussions on potential criteria used to assess potential projects ■ Administrator and Board Chair have engaged NCHC leadership relative to significant financial shortfalls as a result of pandemic and will develop application for use of ARPA funds to compensate Lost Revenue ■ Finance Director has completed preliminary lost revenue calculation with the assistance of auditors. Some questions remain relative to how NCHC revenue loss from shared services will be recognized.	 Formal Application and process approved by Board that meets the Board's goals Transparent reporting to the public relative to the county's deployment of ARPA funds Report spending as required under ARPA 	Administrator to work with HRFC Chair to determine milestones and timeline	■ Identification of staff capacity (ERP project significantly limits staff availability)	ONGOING
C. Oversight of Community Development Block Grant – Corona Virus funds (grant reporting)	 Applied for, and was granted, \$1.1 million in funding from Wisconsin DOA for small business, homeowner, and renter assistance programs. MCDEVCO and NCCAP are responsible for deploying 	 Enhanced funding opportunities for small businesses located outside of the city of Wausau in need of financial assistance as a result of the pandemic. \$500,000 in funding being sought. Enhanced funding to provide 	 Grant reporting requirements are delineated within the grant. Staff are working with MCDEVCO and NCCAP on an ongoing basis to address concerns as they arise. In mid-2022, it is likely that we will address whether funding can, should be 	■ Funding will be deployed as requested and as permitted based on the grant and availability.	ONGOING

	funds; however, the responsibility for compliance with the grant and reporting obligations rests with Marathon County. NCCAP has deployed approximately \$12,000 of funding MCDEVCO has received 91 applications, of which 28 have been preliminarily approved and are awaiting dispersal by DOA. Total amount awaiting dispersal is \$140,000.	housing resources for individuals and families that are displaced or potentially displaced due to the pandemic	transferred from NCCAP to MCDEVCO for further deployment.		
D. Finalize and Implement the new 5-year Capital Improvement Planning and 1-year Capital Improvement Program process	 A workgroup—consisting of staff from Administration, FCM, Finance, CCITC, and Corporation Counsel, and members of the HR, Finance & Property Committee—had been meeting to develop a new CIP process in keeping with the philosophical direction from the Committee. Essentially, the new process will call for the abolition of the CIP Committee and will instead result in the development of a 5 yr. Capital Forecast that is presented to the Committee and ultimately the full board on an annual basis. The approved 5 yr. capital forecast will inform the Administrator's development of the Annual Recommended Budget, including the Capital Budget. 	 A new CIP process envisions separating the projects into three distinct areas – Necessary Maintenance, Life Cycle projects, and Other Projects. Only projects in the "other" category would be 'ranked.' The Board should be more informed of the large capital projects through the 5-year planning process. The 5-year capital plan will be more integrated into our annual budget process. 	Milestones to be developed; however, the new policy should be ready in 2022, for use in the 2023 Budget process.	■ Staff Capacity	ONGOING
E. Evaluate the current benefit of our existing vehicle leasing program and evaluate expanding to include DSS and Health Department	■ Have existing program in place with CPZ and FCM	Decrease costs associated with vehicle operations and employee travel	 To be determined Evaluation of the savings from pilot Evaluation of potential savings from expansion Implementation of program if appropriate Determination whether further evaluation of incorporating rolling stock departments (Sheriff, Highway, PRF) is advantageous. 	Staff Capacity	RECURRING PROJECT/NO SIGNIFICANT PROGRESS TO THIS POINT
F. Develop a long-term plan for road and bridge capital maintenance	 Workgroup formed to develop charter for 2050 Transportation System Capital 	 Increased understanding of asset condition and long-term capital funding needs 	 Infrastructure Committee to receive progress update in February of 2022 on the 2050 Report and get 	 Identification of staff capacity/resources Identification of appropriate 	ONGOING

and construction funding	Plan (Administration, Highway Dept., CPZ, NCWRP, Infrastructure Chair); Charter complete; safety audit was completed (approved by committee in May of 2021); draft 2050 report has been delivered to Highway Department leadership, Administration, and Infrastructure Committee Chair for review. Group will recommend next steps based on the report. Completed an audit of our last five years of General Transportation Aid (GTA) billing submission, aimed at ensuring we are maximizing GTA funding Through the 2021 Budget process the County Board authorized an increase in funding for capital maintenance projects related to 4 bridge decks and a pavement replacement project.	 Identified funding strategies to aid in budget decision-making The 2050 Transportation Plan charter had two goals—first, to prepare a comprehensive inventory of county roadway and bridge assets and develop a long-range maintenance schedule (with an explanation of the estimated funding necessary to maintain a reliable transportation network); the second goal is to prepare a funding gap analysis aimed at assisting the board in identifying future funding strategies in light of current state-funding levels and trends. 	recommendations from Highway Commissioner, Administration, and Committee Chair Future milestones to be developed post report	funding to complete planning process	
G. Develop a Parks, Recreation, & Forestry Sustainability Plan	Staff have begun evaluating the viability of various revenue generating strategies to reduce long-term tax levy allocations necessary to operate/maintain our park, recreation, and forestry system.	 Improved sustainability of our PRF system through a multi- faceted approach adopted by the Park Commission. Plan similar to that adopted by Washington County, WI 	 Administrator and Department Head to meet with PRF staff in Q2 of 2022 to begin brainstorming on revenue generation/expense reduction opportunities. Timeline for the delivery of the sustainability plan to be developed in connection with Department Director. 	 Staff capacity – PRF director is significantly involved in the West side Master plan update. 	ONGOING
H. Telecommunications Audit and generation of comprehensive cellular telephone policy	 In 2016, Marathon County utilized a 3rd party vendor (Spyglass) to complete a telecommunications audit. Administrator has identified two additional potential vendors, obtaining contract terms from one vendor. 	 Revenue – recovery of past overcharges by virtue of audit Operational cost reduction – in the event of identified opportunities and county moves forward with implementation Consistent cellular telephone policy 	 Will be developed based on level of prioritization by the Executive Committee Cellular telephone inventory complete by Q2 of 2022 Draft of cellular telephone policy prepared by end of Q3 Implement consistent reimbursement/provision policy in connection with the activation of the ERP 	■ Staff capacity	ONGOING
I. Cost Recovery Strategy – develop a common methodology for determining service costs and implement a	We have a standard indirect cost plan	 Improved understanding of our costs to deliver services Improved cost recovery Increased consistency of our cost recovery practices 	Timeline to be developed if this project is prioritized	Staff capacity	RECURRING PROJECT/NO SIGNIFICANT PROGRESS TO THIS POINT

schedule for the		Consider utilization of indirect			
updating of		cost plan to gain insight and			
charges/fees		improve reporting			
		 Incorporation of fee schedules into the budget document 			
		into the budget document			
J. Evaluate and	■ The Solid Waste Department	A plan to utilize the funds that	 Dependent upon prioritization of 	Staff capacity	NEW PROJECT
recommend to the	(SWD) collected funds	supports the goals and objectives	committee		
County Board utilization of the Environmental	pursuant to § 59.07(135)(q) [later § 59.70(2)(q)]. The use	within the County's Comprehensive and Strategic			
Repair Funds collected	of the funds is restricted based	Plans and is in compliance with			
at the Solid Waste	on statute.	existing statutes.			
Department	In 2017, the Solid Waste				
	Management Board requested staff engage with local				
	legislators to pursue potential				
	statutory amendments to				
	expand potential use of the				
	funds; however, those efforts have not proven fruitful.				
	nave net preven maida.				
4. Criminal Justice Initiatives					
A Support the	The CICC was exected by	- Enhanced collaboration	Administration will average and deliver	- Continued support of	ONGOING
A. Support the development &	The CJCC was created by action of the Board in 2021	Enhanced collaboration amongst Justice System	 Administration will oversee and deliver the staffing support for the CJCC 	 Continued support of Sheriff, DA, Clerk of Court, 	ONGOING
functioning of the CJCC		departments and increased	throughout the year	and Judges	
_	identified as the Chair of the	ownership relative to the		-	
	CJCC and workgroup leads	development of solutions that			
	have been identified.	utilize existing system resources as opposed to seek			
		the allocation of 'new'			
		resources.			
		Continue the use of System Budgeting into 2023 budget			
		Budgeting into 2020 budget			
		Evaluate Restitution Collection practices partners base			
		practices – partners have expressed a desire to move			
		forward with developing a			
		collection process that ensures			
		compliance with state statute,			
		improves efficiency and service for victims of crime, and			
		enhances operating revenues			
		within the justice system.			
		Continue to improve the Pretrial			
		Assessment and Supervision			
		Program			

		Compile the resources to create 1.0 Data Analyst position (½ criminal justice focus and ½ countywide)			
B. Evaluate the results of the UniverCity Year Criminal Justice System projects and develop next steps	 Marathon County proposed 11 Criminal Justice related projects through our UniverCity Year partnership. The projects vary significantly in scope and depth and will require considerable resources to determine next steps. 	Generally speaking, improved functioning of the justice system is the broad goal underlying all of the projects; however, specific outcomes will be derived from the project submissions.	The timeline for evaluation will be dependent on the scope and depth of the projects; however, it is my desire to have periodic reports to the Public Safety Committee on the results of each of the projects.	 Staff capacity within Administration and each of the Justice System departments to undertake the evaluation and planning Creation of a Data Analyst Position – a number of the initiatives focus on enhancing our use of data in decision-making 	ONGOING
C. Evaluate the Service Delivery Options for Shelter Home Services and develop a plan to implement sustainable practices	 Sheriff's Office, DSS, and Administration have discussed the operational and financial challenges relative to Shelter Home operations and have engaged a potential vendor to learn more about third-party business modeling for operations 	Reduce the cost of delivering shelter home services to Marathon County Youth	To be developed based on prioritization	Staff capacity within Social Services, Sheriff's Office, and Administration	ONGOING
D. Evaluate Revenues at the Juvenile Detention Facility	 Ordinance revisions made effective on 1/1/2020 to raise revenues in attempt to provide a portion of necessary funding for new dispatch channel. No significant progress made due to prioritization of Covid response and other projects. 	 The development of sustainable census and funding The cost per child should be the same or less for Marathon County children as it is for children from other counties. 	■ To be developed based on prioritization	Staff capacity within Social Services, Sheriff's Office, and Administration	RECURRING PROJECT/NO SIGNIFICANT PROGRESS TO THIS POINT
E. Conduct Needs Assessment and Feasibility Study relative to delivery of Emergency Medical Services through countywide system	 Public Safety Committee has identified this as a project for inclusion on the workplan Emergency Management Director has worked with UniverCity Year program to examine how to improve recruitment and retention of EMS personnel and potential system interventions to improve engagement of stakeholders. Dispatch personnel have made changes relative to paging processes to improve response times. 	 Improved response times for EMS, particularly in the rural areas not served by full-time EMS systems. Improved health outcomes for those requiring EMS services in the rural areas. 	To be determined based on prioritization	Staff capacity within Emergency Management, Sheriff's Office – Dispatch, and County Administration	NEW PROJECT

Human Resource Related Projects					
A. Implementation of Workday ERP System (our first HCM system), including Learning Management System	 See notes above OEPM position integrated within HR Director in 2021. We have expanded our use of virtual training libraries, including use at our annual MLK Jr. Day On in-service training day 	 An integrated system that serves as a resource for employees from their application for hire to beyond their last day of employment. A Learning Management System Increased employee performance Enhanced ability to attract talent Increased retention 	■ See notes above	■ Staff capacity	ONGOING
B. Re-evaluate Health Care Delivery methodology (fully insured vs. self-funded)	Contracted with USI in 2021 to provide formal review of health care delivery costs, which was highly successful from a financial perspective and recommended that we evaluate whether to return to self-funded status in 2022.	Highly effective, market competitive, and cost-effective health care benefit.	Timelines to be determined based on information from USI	Staff capacity	ONGOING
C. Conduct Class Compensation Study and Employee Benefit review	 Funding for Class Compensation study was provided within 2022 budget Released an RFP for a class compensation study at the end of 2021 with a very aggressive timeline to align with ERP architecture phase. Based on the responses and concerns regarding whether our timeline would ensure "best value" we envision re- releasing our RFP with a revised timeline. Have begun evaluation of our holiday policy relative to our competitors 	 Revised class compensation structure for 2023 budget preparation Survey employees regarding benefits that they would like us to examine Deliver to employees a more easily understood benefit package that demonstrates "total value of compensation" for staff, which will allow us to more effectively retain and recruit talent. 	 Timelines to be established Desire to have class compensation structure/cost projections for 2023 budget 	Staff capacity	ONGOING
D. Develop and Implement Procurement Code Training for Department Heads (procurement agents) and Develop Procurement Oversight processes	County Board ratified a comprehensive revision of the County's procurement code in December 2020.	 Sustainable training program that ensures that (1) procurements are completed in the manner contemplated by the revised code and (2) that there is a mechanism to address areas for potential amendment on an ongoing basis. Oversight - Work to develop reporting mechanism within new ERP system to review purchases that are subject to RFP/Bid processes to ensure that we are conducting procurements as 	 Training curriculum to be developed by April 2022 (Department Head retreat, ongoing new employee orientation) Oversight – schedule for implementation of oversight tool will be determined by ERP implementation schedule 	Oversight through ERP system is dependent upon ERP functionality	ONGOING

		envisioned by the Board of Supervisors			
E. Fully Implement IDEAS Academy Program	 OEPM has developed strong curriculum and delivered training to numerous staff (prepandemic 70% of staff had completed Awareness training) Pandemic and ERP replacement have dramatically impacted our training ability and capacity. 	 Internal efficiency gains Revenue generation from external course offerings Initial Target - \$250,000 in increased efficiency per year 	 Milestone/Goal setting must take place with HR Director and must align with ERP implementation 	capacity	ONGOING
Intergovernmental Partner work	A desirie to the term and Described in	David Alla Tri Occupto American	David Al Tri Court Al Avenue at 1		ONGOING
A. North Central Health Care	 Administrator and Board chair are members of NCHC Board and Executive committee. Worked closely throughout 2021 to address issues and provide policy direction to Executive Team at NCHC 	 Revise the Tri-County Agreement to provide greater operational and policy oversight of NCHC by Administrative Leaders at each of the member counties. Recruit new CEO and assist in onboarding Improve alignment of NCHC services with county government needs Increased consistency relative to compensation and personnel policies between NCHC and the owner counties. Improved service quality relative to county/owner needs 		capacity	
B. City/County Information Technology Commission	 Administrator, City of Wausau Mayor, and NCHC CEO met periodically to address opportunities to strengthen the partnership. One area of significant focus has been project/portfolio management and ensuring that resources are allocated in an intentional way to member priorities. Modified intergovernmental agreement and operating agreement will be taken to the respective partner boards in the coming weeks. New citizen member onboarded in 2021 County Administrator was elected as Chair of the CCIT Commission in April 2021. CCITC has been working to 	 Strengthen partnership Enhance CCITC's responsiveness to member needs Position CCITC to be more proactive relative to security and technology needs of members 	 New director appraisal form utilized in 2022 Implementation of project/portfolio management practices in 2022 	capacity	ONGOING

	develop a more equitable chargeback model for members. Administrator is working with CCITC Director to enhance appraisal process and develop annual work plan to emphasize goals of member partners				
C. Marathon County Public Library - Review and revised agreements relative to facility, legal, HR, and financial services	 Administrator and new Library Director have discussed the importance of updating each of the documents. Administrator, Corporation Counsel, and HR Director have attended library board meeting and expressed desire to update the documents. Library Director has begun review and update process. 	 Clarity of understanding of the roles and responsibilities of both entities with respect to facilities, legal, HR, and financial services. 	■ Update all agreements in 2022	Staff capacity and prioritization of the project	ONGOING
D. UWSP Wausau					
Update Westside MP	See notes above				
clarify long-term relationship / roles relative to facility maintenance	 Leases and agreements indicate that county is responsible for all maintenance of buildings on campus, while UW is responsible for programming. HR, Finance & Property Committee has identified the reviewing of our relationship with the UW system as a priority, based on the significant financial investment the county has made in campus facilities and the growing costs of maintenance. Administrator and Campus Executive have clarified that student housing is no longer a priority function at the campus UWSP is in process of recruiting a new Wausau Campus Executive 	 Understanding whether the UW system is interested in sharing in the future maintenance costs at the campus will allow the county to better plan for future budgets HR, Finance & Property Committee would be in a position to develop a more sustainable policy with respect to the funding of campus maintenance Campus facilities are more effective at attracting students 	■ Unknown	■ Entirely dependent on UWSP / Board of Regents willingness to change the longstanding relationship with the satellite campuses.	RECURRING PROJECT/NO SIGNIFICANT PROGRESS TO THIS POINT
7. Miscellaneous					
A. Comprehensive Review of Marathon County Ordinances	 Chapter 2 and Zoning Chapters are reviewed frequently (Rules Review, 	Reduction in the inconsistencies within the code.	■ To be determined if prioritized	 Staff capacity within Corporation Counsel, Administration, and County 	NEW PROJECT

Zoning reviews); however, a complete review of all ordinance sections for a significant period of time. Price quote received from potential vendor to assist in the comprehensive review		Board leadership	
B. Update Public Records Retention Policies and practices (including social media usage, develop training for staff, including elected officials) • Record retention schedule was last updated in 1994 • Workgroup formed in 2020, generated following recommendations: 1. Records Retention – formally adopt the retention schedule provided by the Wisconsin Public Records Board. Amendments will be necessary for social media and text messaging records. 2. Social Media Use Policy – policy has been drafted and will be reviewed by Administration and Employee Resources and formally incorporated into our Employee Resources and formally incorporated into our Employee Policies in Q1 of 2022. Our implementation of the policy will entail usage of third-party software and significant employee training. Additional information on milestones will be provided in the 2022 Work Plan	Update our schedule to account for new records Better understanding of our records needs Training developed for policy makers and staff Adopt records retention schedule in Q2 of 2022. Administration and Employee Resources complete review of Social Media policy in Q1 of 2022 Adoption of Social Media Policy into our Employee Resources policies in Q1 or 2 of 2022. Develop a training and communications plan to disseminate the policy updates to staff in Q2 of 2022.	the software will require IT resources. Currently, those resources are very limited.	ONGOING
 C. Evaluate Start Right Program We made application to the UW Madison UniverCity 2020-2023 program in July. As part of the application we indicated a desire to undertake a review of the Start Right Program. Final Report received from UniverCity in Q1 of 2022. 	 Improved understanding of return on levy investment in prevention Health Officer will engage BOH regarding report in Q1 and Q2. Delivery of the report and recommendations to the HHS Committee by Q2 Additional milestones and timeline are dependent upon the evaluation and next steps identified 	 Staff capacity at Health Department Capacity at BOH and HHS 	ONGOING

D. Continued Participation in UniverCity Year projects, evaluate next steps	 Marathon County submitted over 30 projects through the UniverCity Year partnership program 	Outcomes are dependent on the specific project	Timelines are individualized based on the specific project	■ Dependent upon project	ONGOING
E. Comprehensive Plan refresh & generation of new 5 year Strategic Plan	 Progress on Strategic Plan Objectives continues to be made; however, formal data gathering on progress is proving challenging in light of other pressing priorities of countywide concern (e.g., pandemic response, ERP, ARPA, and NCHC efforts). Administration and CPZ staff have begun discussions to integrate the Annual Update process into a project plan that includes both a new Strategic Plan and an Evaluation of the 2016 Comprehensive Plan, which was called for in the Board's adoption of the comprehensive plan in 2016 (see page 157 (page 163 of the online pdf)— under Plan Evaluation heading). 	 Meaningful tracking of progress on Strategic Plan Objectives Community Engagement tool 	■ Time frame to be determined by Policy Makers – staff suggestion is to deliver document at the end of 2021/early 2022 to essentially assist the board in developing its next 5 year strategic plan, which would be adopted prior to the end of calendar year 2022.	 Staff Capacity – Administration will be working to develop resources for Data Analyst position through the 2023 budget Pandemic Response obligations of Health Department 	NEW PROJECT
F. Develop and Implement solution to Tax Deed and Property Description Backlogs	 Position identified within Corporation Counsel's Office to address increased workload. Despite increase staff allocation, property listing backlog remains significant Administration to work with Treasurer, Register of Deeds, and CPZ to realign staff to be able to more effectively respond to surges in filings and updated mapping needs Tax Deed backlog – 2022 budget provides funding for title research on tax delinquent properties and for additional property appraisals 	 Improved alignment of staff to work priorities, reduction in property description backlog in Treasurer's Office Improved processing of tax deed properties in the Treasurer's and County Clerk's Office Elimination of 0.63 position in Treasurer's Office, saving approximately \$30,000 in tax levy. 	Administration will present resource alignment plan to the appropriate County Board Standing Committee(s) by the end of Q2		ONGOING
G. Develop a Countywide Dashboard, displaying data regarding Department-based and Program-based performance measures	 Identified aspirational example – Montgomery County, Maryland Department Directors are being asked to develop Key Performance Indicators for 	 Department Directors have a better understanding of what measures matter and they have a tool to assist them in assessing performance and determining interventions. 	 To be determined based on level of prioritization by the Executive Committee 	 Allocation of funding for acquisition of software/system for the collection, analysis, and display of data Staff capacity – 	RECURRING PROJECT/NO SIGNIFICANT PROGRESS TO THIS POINT

to aid in department and program assessment	their departments A number of UniverCity Year projects have been working to assist in the identification of KPIs 	 Policy makers have better information from which they can assess return on investment for programs Enhanced transparency 		Administration is working to develop resources to create a 1.0 FTE data analyst position	
H. Work to develop a County Event Policy governing the allocation of county resources to support private events	 Public Safety and Infrastructure Committee began discussing this issue in 2019, seeking comprehensive evaluation of how and when county resources should be expended to support private events, including evaluation of cost recovery policies. A workgroup (comprised of county and city staff from multiple departments) met in early 2020; however, pandemic response caused the effort to be postponed. Recently, the workgroup met to restart its work. 	 Creation of a policy that provides direction to county staff on the criteria to be applied when considering requests for the allocation of county resources to private events. Of particular interest were events occurring on public roadways and on county-owned property. Policy should provide guidance on cost-recovery 	Evaluation of policies existing in similar counties complete by April 1, 2022	■ Staff capacity	ONGOING
I. Support the EEED Committee's efforts to examine the county's potential role in addressing the shortage of available Child Care resources (from employer and community perspective)	 EEED Committee has expressed that the local child care shortage is an issue it would like to focus on during the remainder of the term. City, County, and School District leaders have begun discussing the impact of the shortage on their respective workforces. Chamber of Commerce representatives have expressed that the shortage is having impacts on labor shortages. 	 To be determined by EEED Committee and full board. Solution that continues to make Marathon County government an employer of choice. Solution that benefits the broader community. 	■ To be determined by EEED Committee	■ External partner capacity ■ Internal capacity ■ Funding	