

#### MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING AGENDA

Date & Time of Meeting: Tuesday, February 9, 2021 3:30 p.m.

Meeting Location: Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403 Members: John Robinson, Chair; Alyson Leahy, Vice-Chair; Craig McEwen, Kurt Gibbs, Yee Leng Xiong, Jonathan Fisher, EJ Stark

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)

Human Resources, Finance & Property Committee Mission/Purpose: Provide leadership for the implementation of the County Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to the human resources initiatives, finance and property of the County.

The meeting location identified above will be open to the public. However, due to the COVID-19 pandemic and associated public health directives, Marathon County encourages Human Resources, Finance and Property Committee members and the public to attend this meeting remotely. To this end, 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: 1-408-418-9388 Access Code: 146 078 0067 Password: none

If you are prompted to provide an "Attendee Identification Number," enter the "#" sign. No other number is required to participate in the telephone conference. When you enter the telephone conference, PLEASE PUT YOUR PHONE ON MUTE!

- 1. Call to Order-Please silence your cellphones
- 2. Public Comment Period
- 3. Approval of the Minutes of the January 26, 2021 Human Resources, Finance and Property Committee Meeting
- 4. Educational Presentations/Outcome Monitoring Reports-None
- 5. Operational Functions required by Statute, Ordinance, or Resolution:
  - A. Discussion and Possible Action by Human Resources and Finance and Property Committee
    - 1. Discussion on Insuring Tax Deed Properties:
    - 2. Approval of the January 2021 Claims and Questioned Costs-Palmer
  - B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
    - 1. Interdepartmental Budget Transfers-Palmer
    - Marathon County Serving as a Regional Vaccination Site-Leonhard/Theurer
    - 3. Denial of Claim-CMR Claims Department-Maly
    - 4. Outcome Measurers for Strategic Plan Objective 3.8-Endure Marathon County is an Open, Inclusive and Diverse Place to Live and Work —referred from the Executive Committee
    - 5. Potential Role for Marathon County In Community Partners Campus Project
    - 6. Resolution for the Reauthorization of Self-Insurance for Worker's Compensation-Matel
    - 7. Resolution Awarding the Sale of \$5,830,000 General Obligation Promissory Notes, Series 2021A
    - 8. Resolution Awarding the Sale of Not to Exceed \$19,000,000 General Obligation Health Care Project Building Bonds, Series 2021B-Palmer
- 6. Policy Issues Discussion and Committee Determination
  - A. HR and Finance Committee Work Plan Prioritization Tool and Schedule
    - 1 Update on Work Plan Priority List with Programs, Outcomes and Activities
      - a. Evaluation of Marathon County's Health Insurance Alternatives
        - i. Process to Evaluate Health Insurance Alternatives
        - ii. Role of the Human Resources, Finance and Property Committee
- 7. Announcements:

Next Meeting Date- February 23, 2021 at 4:00 p.m.

8. Adjourn

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715 261-1500 or e-mail infomarathon@mail.co.marathon.wi.us one business day before the meeting.

SIGNED J Robinson/s/K Palmer

Faxed to: Wausau Daily Herald

Faxed to: City Pages
Faxed to: Record Review

Faxed by/time: T Murphy 2/5/2021 3:00 pm

Posted to the County Website:

Presiding Officer or Designee

NOTICE POSTED AT THE COURTHOUSE

By/Date/Time: T Murphy 2/5/2021 3:00 pm

www.co.marathon.wi.us

# MARATHON COUNTY wisconsin

#### MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

Date & Time of Meeting: Tuesday, January 26, 2021 4:00 pm

Meeting Location: Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403 Members: John Robinson, Chair-in person, Alyson Leahy, Vice-Chair, Jonathan Fischer, EJ Stark, Kurt Gibbs-arrived at 4:20 pm from NCHC meeting, Yee Leng Xiong, Craig McEwen

Others: Lance Leonhard, Scott Corbett, Jason Hake, Kristi Palmer, Connie Beyersdorff, Kim Trueblood, Steven Cherek

- 1. Call to Order-Please silence your cellphones
- 2. Public Comment
- 3. Approval of the Minutes of the January 12, 2021 Human Resources, Finance and Property Committee Meeting Motion by McEwen and seconded Stark to approve the minutes from January 12, 2021; vote unanimous
- 4. Educational Presentations/Outcome Monitoring Reports

Discuss the Tax Foreclosure Process and County Ordinance 3.20-Sale of Delinquent Land-Cherek and Corbett explained the County Ordinance 3.20. Deputy Treasurer Cherek and County Clerk Trueblood reviewed County's Tax Foreclosure process. Robinson-Question on whether we can move to a three year delinquent taxes instead of 4 year for publication. Gibbs-Policy question is-Should we start the process after 3 years of delinquency or continuing to wait the extra 1 year?

Request to keep on the agenda for the committee to review and determine what should trigger initiating the process of taxing on tax deed. As part of the process, we should look at how we notice tax deed sales. We can look at the number of years' we wait to take a property, the process of appraising the property, the eviction process, opportunity for back of the property and what triggers the County to initiate the process of tax foreclosure. Is there a role for the private sector to look at these properties such as a specialist in disposal of these types of properties?

- 5. Operational Functions required by Statute, Ordinance, or Resolution:
  - A. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
    - 1 Take the following properties on tax deed:

1405 Brady St, City of Wausau- Additional information requested at January 12 meeting

The IRS code provides to super priority of tax liens over mortgages and State of Wisconsin statutes allows for the property tax lien to take priority over the mortgage and therefore the committee can take the property Motion by Gibbs and seconded by McEwen to take the property at 1405 Brady Street, Wausau, WI; vote unanimous

2 Setting Purchase Price for Tax Deed Properties:

109 N 2nd Ave, City of Wausau

This property was taken in 2014 and we started an eviction action in 2019 and since then the tenant has left the property. The back taxes were \$14,000 initially and appraisal is for \$12,000. Motion by Gibbs and seconded by Stark to set the value at 109 N 2<sup>nd</sup> Ave, Wausau at \$12,000, vote unanimous

- B. Discussion and Possible Action by Human Resources and Finance and Property Committee.
  - 1. None
- 6. Policy Issues Discussion and Possible Action by Committee to Forward to the County Board HR and Finance Committee Work Plan Prioritization Schedule and Topics-The work plan is included in the packet for the committee to review. Robinson-What is the role of the committee in these endeavors? The Chairman and County Administration will work together to develop a schedule and add to HRFC agendas for discussion. Gibbs-The CIP process that we are using at this time should be reviewed prior to the annual budget processed. Did we get value from the CIP committee ranking all of the projects in the CIP? We need to evaluate whether or not these processes add value and do so before the CIP committee will starts its work.

The second meeting of the month, we will discuss these items as appropriate.

- 7. Announcements (Next Meeting Date and Topics) Next Meeting Date February 9, 2021, 3:30pm
- 8. Adjourn-Motion by Gibbs and seconded by Xiong to adjourn the meeting at 5:25 pm, unanimous

#### **Budget Transfer Authorization Request Form**

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

EPARTMENT: Conserv	ation, Planning & Zoning	BUDGET YEAR: 2020 t	o 2021
RANSER FROM:			
Action	Account Number	Account Description	Amount
Revenue Increase	379 805 8 9900	Multi Discharge Variance Program	3348
		Fund Balance Carryover	
RANSER TO: Action	Account Number	Account Description	Amount
Expenditure Increase 379 805 9 7170		Direct Payments	3348
	t / transfer of funds as discus	n Resources, Finance & Property Committee apssed in the attached supplemental information  Date Comple	i.

Date Transferred:

Approved by Human Resources, Finance & Property Committee:

# **Budget Transfer Authorization Request – Supplemental Information**

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

1)	What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)  Multi-Discharge Variance Program
2)	Provide a brief (2-3 sentence) description of what this program does.  Point source discharge facilities provide funding to CPZ to implement phosphorus reduction practices within the watershed of their facility.
3)	This program is: (Check one)
	☑ An Existing Program.
	☐ A New Program.
4)	What is the reason for this budget transfer?
	☑ Carry-over of Fund Balance.
	$\square$ Increase/Decrease in Grant Funding for Existing Program.
	$\Box$ Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
	$\square$ Set up Initial Budget for New Grant Program.
	☐ Set up Initial Budget for New Non-Grant Program
	□ Other. Please explain: Click here to enter description
5)	If this Program is a Grant, is there a "Local Match" Requirement?
	☑ This Program is not a Grant.
	$\square$ This Program is a Grant, but there is no Local Match requirement.
	$\Box$ This Program is a Grant, and there is a Local Match requirement of: (Check one)
	$\square$ Cash (such as tax levy, user fees, donations, etc.)
	☐ Non-cash/In-Kind Services: (Describe) Click here to enter description
6)	Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)  ☑ No.
	☐ Yes, the Amount is Less than \$30,000.
	$\square$ Yes, the Amount is \$30,000 or more AND: (Check one)
	$\Box$ The capital request HAS been approved by the CIP Committee.
	☐ The capital request HAS NOT been approved by the CIP Committee.

# **Budget Transfer Authorization Request Form**

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

RANSER FROM:			
Action	Account Number	Account Description	Amount
Revenue Increase	TBD-TBD82420	Public Safety – State Grant	2,183
ANSER TO:			
Action	Account Number	Account Description	Amount
Expenditure Increase TBD-TBD93490		Other Operating Supplies	2,183
		n Resources, Finance & Property Committee sed in the attached supplemental informat	
quested By: Kristin V	Villiams, Administrative Servi	ces Manager Date Comp	oleted: 1/14/2021

# **Budget Transfer Authorization Request – Supplemental Information**

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

1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)

	Emergency Police Services/Wisconsin Basic MFF Training Course Development
2)	Provide a brief (2-3 sentence) description of what this program does.
	This project is intended to provide law enforcement agencies with a comprehensive field force training package that addresses law enforcement training needs to properly prepare agencies to perform law enforcement duties associated with 1 <sup>st</sup> Amendment related citizen activities.
3)	This program is: (Check one)
	☐ An Existing Program.
	☑ A New Program.
4)	What is the reason for this budget transfer?
	☐ Carry-over of Fund Balance.
	☐ Increase/Decrease in Grant Funding for Existing Program.
	$\Box$ Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
	☑ Set up Initial Budget for New Grant Program.
	☐ Set up Initial Budget for New Non-Grant Program
	☐ Other. Please explain: Click here to enter description
5)	If this Program is a Grant, is there a "Local Match" Requirement?
	☐ This Program is not a Grant.
	☑ This Program is a Grant, but there is no Local Match requirement.
	$\square$ This Program is a Grant, and there is a Local Match requirement of: (Check one)
	$\square$ Cash (such as tax levy, user fees, donations, etc.)
	□ Non-cash/In-Kind Services: (Describe) Click here to enter description
6)	Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
	ℤ No.
	$\square$ Yes, the Amount is Less than \$30,000.
	$\square$ Yes, the Amount is \$30,000 or more AND: (Check one)
	$\Box$ The capital request HAS been approved by the CIP Committee.
	$\Box$ The capital request HAS NOT been approved by the CIP Committee.

#### **Budget Transfer Authorization Request Form**

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

	ecreation & Forestry	BUDGET YEAR: 2021	
ANSER FROM:			
Action	Account Number	Account Description	Amount
Revenue Increase	482-75782439	OTH TRANSPORT-STATE GRANT	893
ANSER TO:			
Action	Account Number	Account Description	Amount
Expenditure Increase	482-75793240	MEMBERSHIP DUES	893
lowing change in budge		Resources, Finance & Property Committee approed in the attached supplemental information.  Date Completed:	

Date Transferred:

Approved by Human Resources, Finance & Property Committee:

# **Budget Transfer Authorization Request – Supplemental Information**

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

	What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
	Wisconsin County Forests Association (WCFA) Membership Dues Reimbursement Grant
2)	Provide a brief (2-3 sentence) description of what this program does.
	Reimburses a pro-rated portion of dues paid to WCFA.
3)	This program is: (Check one)
	☐ An Existing Program.
	☑ A New Program.
4)	What is the reason for this budget transfer?
	☐ Carry-over of Fund Balance.
	☐ Increase/Decrease in Grant Funding for Existing Program.
	$\Box$ Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
	☑ Set up Initial Budget for New Grant Program.
	☐ Set up Initial Budget for New Non-Grant Program
	☐ Other. Please explain: Click here to enter description
5)	If this Program is a Grant, is there a "Local Match" Requirement?
	☐ This Program is not a Grant.
	☑ This Program is a Grant, but there is no Local Match requirement.
	$\Box$ This Program is a Grant, and there is a Local Match requirement of: (Check one)
	$\square$ Cash (such as tax levy, user fees, donations, etc.)
	□ Non-cash/In-Kind Services: (Describe) Click here to enter description
6)	Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
	☑ No.
	$\square$ Yes, the Amount is Less than \$30,000.
	$\square$ Yes, the Amount is \$30,000 or more AND: (Check one)
	$\square$ The capital request HAS been approved by the CIP Committee.
	☐ The capital request HAS NOT been approved by the CIP Committee.



#### WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY

4781 Hayes Road, Suite 201 | Madison, WI 53704 • www.wmmic.com Telephone: 608.246.3336 | Toll Free: 866.823.4217 | Facsimile: 608.852.8647

Mary Jo Maly 500 Forest Street Wausau, Wisconsin 54403

January 19, 2021

RE: Claimant: CMR Claims Dept

Claim number: GLMA00001311 Our Insured: Marathon County

Date of Loss: 7/20/2020

Dear Mary Jo Maly,

The above referenced claim was filed on . Following a review of the information and an investigation of the facts, it has been determined that Marathon County has no liability for this claim. The claim was not timely per 893.80. Please issue a formal disallowance and provide a copy of this disallowance to WMMIC.

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

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

Sincerely,

Brandon Johnson Claims Representative

Wisconsin Municipal Mutual Insurance Company

(608) 245-6892

bjohnson@wmmic.com



#### WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY

**4781** Hayes Road, Suite **201** | Madison, WI **53704** • www.wmmic.com Telephone: 608.246.3336 | Toll Free: 866.823.4217 | Facsimile: 608.852.8647



# Kim Trueblood, Marathon County Clerk

Marathon County Courthouse 500 Forest Street Wausau, WI 54403 715.261.1500 (Telephone) 715.261.1515 (Fax)



#### **MEMORANDUM**

TO:

Scott M. Corbett, Corporation Counsel

FROM:

Kim Trueblood, County Clerk

DATE:

December 21, 2020

RE:

Frontier Communications

The attached claim was delivered certified mail to my office.

abp

Risk Management



#### \*\*\*\*\*NOTICE OF CLAIM\*\*\*\*

CMR Claims Department P.O. Box 60770 Oklahoma City, OK 73146-0770 1(800) 321-4158

Date: 12-15-2020

#### CERTIFIED MAIL, RETURN RECEIPT REQUESTED

RECEIVED

To: MARATHON COUNTY \*

DEC 2 1 2020

COUNTY CLERK COUNTY COURTHOUSE 500 FOREST STREET WAUSAU, WI 54403

MARATHON COUNTY CLERKS OFFICE

# 20003479

EXP. 03/26/2

CERTIFIED MAIL# 92148901066154000157570483

RE: Damage to FRONTIER Property

FRONTIER Claim Num:

1675166

Damage/Discovery Date:

07-29-2020

Damage Location:

COUNTY RD T, MARSHFIELD, WI

Damage County:

**MARATHON** 

Damage Amount:

UNDETERMINED

#### Dear Sir/Madam:

Please be advised that **FRONTIER** Facilities sustained damage as a result of the negligent acts or omissions by employees or agents of MARATHON COUNTY \*.

Investigation has revealed that on or about 07-29-2020 employees or agents of MARATHON COUNTY \*, MARATHON COUNTY WAS CLEANING DITCHES AND DAMAGED A FRONTIER CABLE in the area of COUNTY RD T, MARSHFIELD, WI.

This letter is the written presentment of FRONTIER's claim pursuant to Wisconsin Statute s.893.80 (1) (a) & (b) .

#### REQUEST FOR GOVERNMENTAL NOTICE FORM

If your Governmental Entity requires the completion of its own form to complete proper notice, please forward a copy to the address listed above. Every good faith effort has been made to identify the proper office and address to perfect our notice. Please forward to your attorney, if misdirected, to contact us. Matters herein stated are alleged on information and belief this pleader believes to be true. If there is insurance to cover this matter, kindly advise as to the name of the insurance company, its address and the claim number assigned. If you have any questions, or need additional information, please contact me at 1-800-321-4158 ext 8232.

Sincerely,

Chelsea Dongelewic

NOTARY

**CMR Claims DEPT** 

Dongelewic

**Commission Expires** 

CMR 726 W SHERIDAN AVE OKLAHOMA CITY, OK 73102-2412



9214 8901 0661 5400 0157 5704 83

RETURN RECEIPT (ELECTRONIC)

1675166

MARATHON COUNTY COUNTY CLERK COUNTY COURTHOUSE 500 FOREST ST WAUSAU, WI 54403

CUT-IFOLD HERE	
CUT / FOLD HERE Zone :	
6"X9" ENVELOPE CUT / FOLD HERE	•••
CUT / FOLD HERE	

IN 4-FO-TIE-40"EL -F-1"0046 00 00 04



Supporting area nonprofits in a shared space.

February 8, 2021

John Robinson Marathon County Supervisor

Re: Community Partners Campus

#### **Our Mission Statement:**

Support the efforts of community nonprofit partners by offering functional, collaborative, shared-space facilities housing organizations having a mission-driven purpose to serve disadvantaged individuals and families of the greater Wausau area with basic needs in a single location.

#### BOARD OF DIRECTORS

Mark Craig

Lisa Grill Dodson, M.D.

Amy Ebeling

Thomas Grimm

Brian Gumness

Kevin Noel

Kathy Strasser

# **EXECUTIVE** DIRECTOR

Cari Logemann

Dear Mr. Robinson:

This letter is sent to request financial support from Marathon County for Community Partners Campus (CPC). As you may know, CPC is a 501 (c) (3) Corporation whose sole purpose is to develop and operate a shared space nonprofit center. The mission of CPC is to help our community nonprofits meet client needs with an emphasis on food, clothing, shelter, medical, mental health and social well-being.

CPC intends to lease office and warehouse space, and provide services such as a robust information technology system, meeting rooms, medical and distribution space designed for efficiency, an executive director, facility maintenance, community room with kitchen and other services, to tax-exempt organizations at below market rates. In this way, we can build a community in which charitable, educational, medical and social services can be more efficiently administered to individuals and families in need in the greater Wausau area.

CPC has an accepted offer to purchase the structure located at 364 Grand Avenue, Wausau, WI. Our plans are to completely remodel the existing structure and add an approximately 8,000 sq. ft. food bank/warehouse. The remodeled facility will house 8-15 nonprofit partners having a mission driven purpose to serve disadvantaged families and individuals.

In addition to providing more services to more people, CPC will allow our nonprofit partners to focus efforts on their missions without the distractions of owning their own building or renting a dysfunctional facility at market rate. Finally, CPC will benefit the entire community by reducing tax dollars spent within the medical, legal,

law enforcement and educational systems by providing the services families and individuals need under one roof.

At the time of this writing the need for this Campus has never been greater. Unemployment is surging and will result in more homeless; people are hungry and food banks are facing unprecedented demand from a limited food supply. This is not our effort but the effort of a community. We are asking for your help and guidance to make Community Partners Campus a reality in Wausau. We're in this together.

We estimate our project will require \$5.5 to complete. At the time of this writing CPC has commitments of nearly \$890,000 toward our vision. Fundraising for CPC is in its infancy. Contributions are expected to increase substantially over the course of the next few weeks. We hope Marathon County can help with this project too.

Attached to this request is our project budget, leadership and other project-related information. Please also see our CPC informational video at: https://www.youtube.com/watch?v=WjK33EHsy8w&t=22s

Thank you for your kind consideration in partnering to make Community Partners Campus a reality for Wausau and surrounding communities.

"The true measure of any society can be found in how it treats its most vulnerable members." – Gandhi

Respectfully Submitted,

Community Partners Campus, Inc.

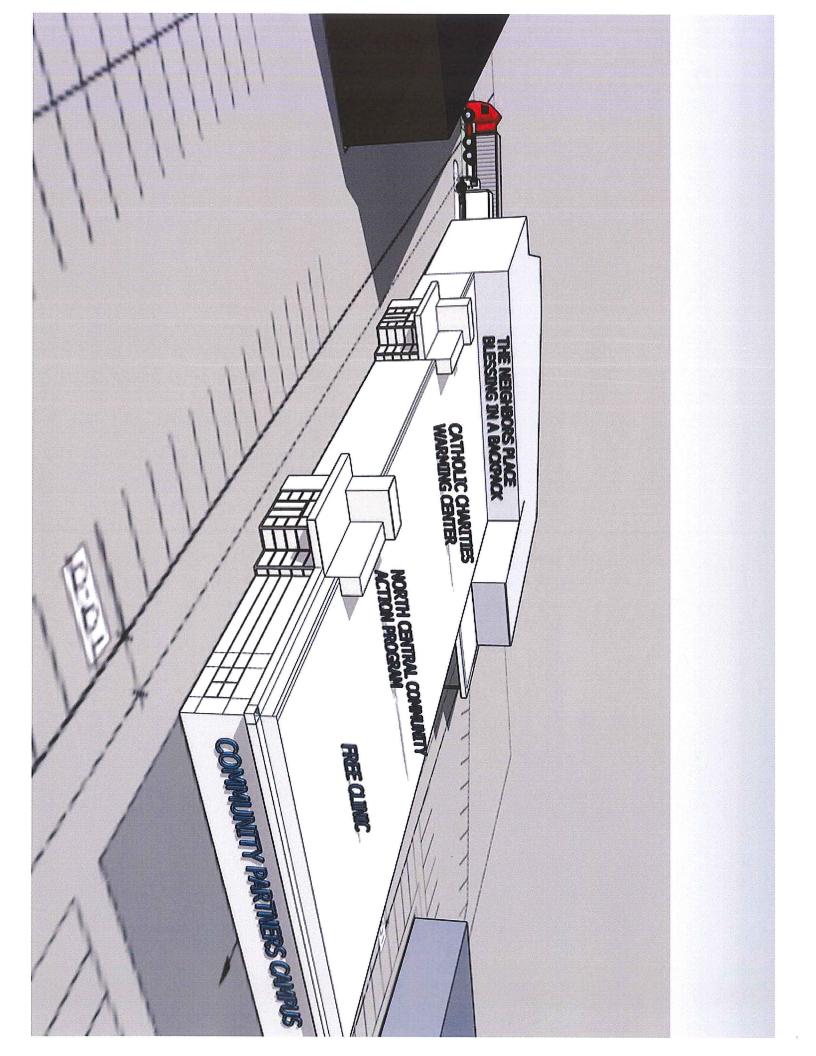
Brown Ammin

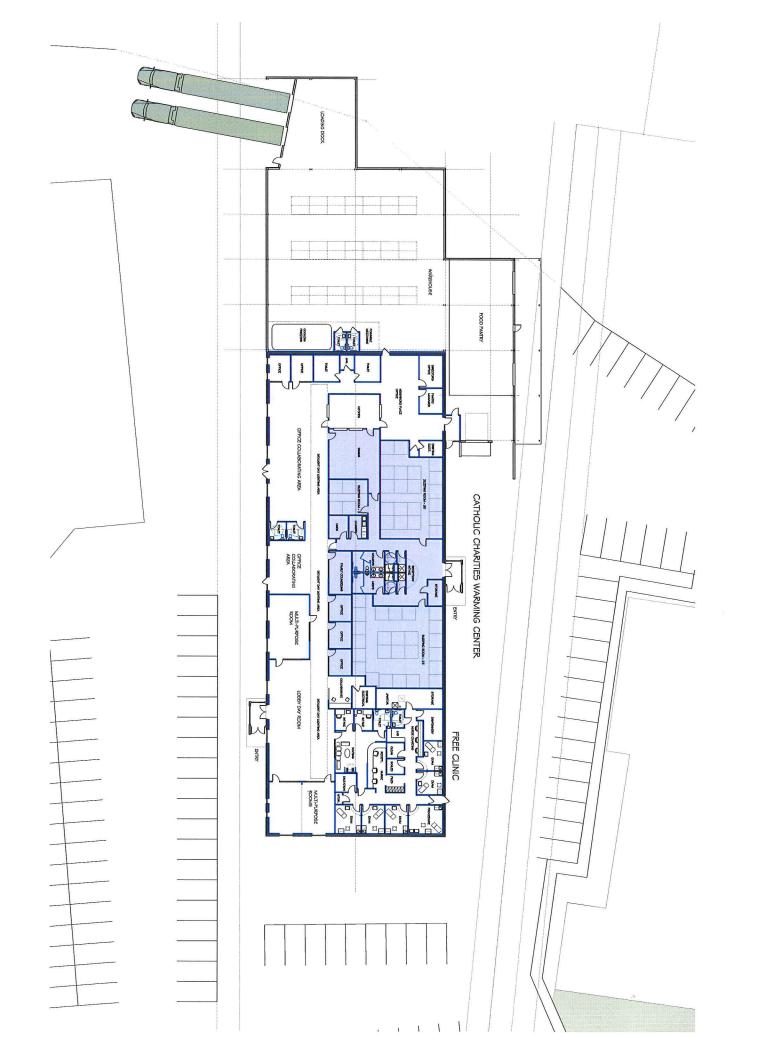
Brian Gumness

President

Cari Logemann

**Executive Director** 





Community Partners Car	npus	
Project Cost Summary 370 Grand Ave Wausau Wi		
Location		S.F.
Free Clinic	Renovate	2,400
Catholic Charities	Renovate	6,000
The Neighbors Place	New Warehouse	8,900
The Neighbors Place	Renovate	4,000
Blessings in a Backpack	Included in TNP	C
NCCAP	Renovate	775
Part time Spaces	Renovate	1,000
Shared/Staff Spaces	Renovate	3,800
TOTAL SQUARE FEET		26.875

8,000

		Blessings in a Backpack	Included in TNP		4,000				
		NCCAP	Renovate	-	775				
		Part time Spaces Shared/Staff Spaces	Renovate Renovate		1,000 3,800				
					0,000				
		TOTAL SQUARE FEET			26,875				
									- 0.00
	1.0 Land A	cquisition & Sitework		Revi	sed 12/14/20			Redu	ıctions
	1.00	Grand Ave Purchase		\$	1,080,000				
	1.01	Phase 1 Environmental		\$	5,000				
	1.02	Stormwater Management		\$	1,500				
	1.03	Geotechnical Engineering							
	1.04	Certified Survey Map		1			1		
	1.05	Floodplain Location					- 1		
	1.07	Wetland Delineation if Required Topographic			5,000				
	1.08	Contingency for Section 1.0		\$	5,000		1		
	1.09	Traffic Study		*	10,000		1		
		SECTION SUBTOTAL		T		\$	1,101,500		
		uction Costs	\$/SF		Budget				
	2.00	free Clinic	119	\$	285,600				
	2.01	Catholic Charities	76		456,000		- 1		
	2.02	The Neighbors Place	140		1.246,000		i	\$ (	140,000)
	2.03	The Neighbors Place Blessings in a Backpack	76 Included in INP	\$	304,000		ł		
	2.05	NCCAP	65	\$	50,375		- 1		
	2.06	Part time Spaces	54	\$	54,000		- 1		
	2.07	Shared/Staff Spaces	75		285,000		1		
	2.08	Install sprinkler system		\$	48,600				
	2.09	Upgrade HVAC		\$	45,000		I		
	2.10	New Roof		\$	90.000		I		
	2.11	Skylights Ernergency generator and equipment		\$	67.500		1		
	2.12	Canopy (3.000 st)		\$	45,000 54,000				
	2.14	Asphalt replacement/parking lot lighting		\$	63,000		1		
	2.15	Ave \$/SF/Subtotal	\$ 115	5	3,094,075				
	2.16	Contingency	10%	\$	309,408				
		Includes gen conditions, and GC Fee			in notice to the				
		TOTAL	\$ 115.23	Ī		\$	3,403,483		
		Miscellaneous Soft Costs							
	3.00	Legal & Documentation			THEORY				
	3.01 3.02	AE Fees		\$	90,000		1		
0.96%		Builder's Risk Insurance Gen Contr. Payment & Performance Bond		\$	6,000 32,283				
0.7075	3.04	Move Management			32,263				
	3.05	Utility Construction Fees		\$	10,000				
	3.06	Building Commissioning Services		1	,				
	3.07	Building Permits		\$	5,000				
	3.08	Landscaping		\$	20,000				
	3.09	Energy Grant for conservation/solar measures		1	-50000				
	3.10	Energy Conservation measures/solar		\$	50,000	_			
		SECTION SUBTOTAL				\$	163,283		
	Section 4.0	Furniture, Fixtures, and Equipment							
	4.00	Audio Visual Equipment		\$	35,000				
	4.01	Access Control system		\$	25,000			s	(25,000)
	4.02	Movable walls		\$	-		1		
	4.03	Nurse Call System			By tenant		1		
	4.04	Tennant Equipment			By tenant		- 1		
	4.05	Security Systems		\$	30,000				
	4.06 4.07	Closed Circuit TV System monitoring and recording		\$	8,000			\$	(8,000)
	4.08	Overhead music and paging system Contingency connected to Section 4.0 FF&E		\$	5,000		1	\$	(5,000)
	1100	SECTION SUBTOTAL		1 *	20,000	\$	123,000	\$	(10,000)
		aconon approve		_		4	123,000		
	Section 5.0	Information Technology		Г					
	5.00	Cable Television system/local antenna?		\$	4,000			\$	(3,000)
	5.01	Wireless		\$	8,000			171	AND THE RESERVE
	5.02	UPS/Racking		\$	2,500				
	5.03	Data and Voice Cabling system		\$	2.500				
	5.04 5.05	Telephone System		\$	7.500				
	5.06	Telecommunications Service Provider Connection Video Conferencing		\$	1,000 3,000				
	5.07	High speed connection		\$	5,000			\$	(3,000)
	5.08	Pc/Printer/Misc. Hardware		1	3,000				
	5.09	Contingency connected to Section 5.0 IT		\$	10,000				
		SECTION SUBTOTAL		T		\$	43,500		
				_					
		Interiors and Miscellaneous	E:						
	6.00	Interior Signage Allowance		\$	3,000				
	6.01	Exterior Signage Allowance		\$	15,000				
	6.02	Fireplace(s) Artwork (for shared spaces)			2 500				
	6.04	Window Treatments		\$	2,500 10,000				
	6.05	Interior Plantings		\$	1,500	1			
	6.06	Property taxes prior to non profit status		\$	100,000	l			
	6.07	First years cash flow and cash reserves		\$	80,000	1			
	6.08	Moving Expenses		Ву	Tenant				
	L	SECTION SUBTOTAL				\$	212,000		
						20			
	engli	Diele Besonie		_		\$	3,945,265		
1.00%		Risk Reserve Errors and Omissions			30 450	1			110.7011
5.00%		Construction Costs		\$	39,453	1			(19,726)
3.00%		Owner Scope changes		\$	197,263 118,358	ĺ	1		(39,453) (23,672)
1.00%		Escalation costs		\$	39,453	l			(39,453)
0.50%	8.04	Unforeseen conditions/Regulatory Agencies		\$	19,726			70	
10.50%		SECTION SUBTOTAL		1		\$	414,253		

\$ 5,461,018

\$ 5,461,018

Total Project Cost:

1

# Community Partners Campus PROJECT BUDGET

Organization:					
Project Name:					
PROJECT EXPENSES	Amount	% of Total Exper	ises		Total
Personnel		0.00%			
Facilities/Occupancy	\$5,294,518.00	96.95%			
Equipment/Supplies	\$166,500.00	3.05%			
Printing/Promotion		0.00%			
Meeting/Travel		0.00%			
Administrative Expenses		0.00%			
Other Project Expenses (specify)		0.00%			
		0.00%			
		0.00%			
TOTAL PROJECT EXPENSES					\$5,461,018.00
<ul> <li>Value and approximate (Approximate ) を 2 cm (Approximate Approximate Approx</li></ul>			200-140-14		
SOURCES OF PROJECT REVENUE	Secured Funding	Funding Applied For		Total	
			=	\$0.00	
Other Foundations	\$ 675,000.00	\$ 1,175,000.00	=	\$1,850,000.00	
Corporations	\$ 135,000.00	\$ 1,915,000.00	=	\$2,050,000.00	
Individuals	\$ 78,750.00	\$ 1,332,268.00	=	\$1,411,018.00	
City of Wausau		\$ 150,000.00	=	\$150,000.00	
Umbrella Organization			=	\$0.00	
Contracts			=	\$0.00	
Other Project Revenue (specify)			=	\$0.00	
Earned Income					
Events or Ticket Sales			=	\$0.00	
Publications & Products			II	\$0.00	
Membership Income			==	\$0.00	
In-kind Support			=	\$0.00	
Other Earned Income (specify)			=	\$0.00	
			=	\$0.00	
			=	\$0.00	
TOTAL PROJECT REVENUE					\$5,461,018.00

\*Total Project Expenses must equal Total Project Revenue



#### Board of Directors & Executive Director

Mark Craig Compass Properties 330 North 3<sup>rd</sup> Street, Suite 701 Wausau, WI 54403 715-340-3077 Mark@CompassProperties.com

Amy Ebeling, Secretary/Treasurer Ruder Ware PO Box 8050 Wausau, WI 54402-8050 917-913-4430

Lisa Grill Dodson, MD Medical College of Wisconsin 580 Artesian Way Wausau, WI 54401 971-645-7949 Idodson@mcw.edu

aebeling@ruderware.com

Tom Grimm
Retired Community Leader
3234 7<sup>th</sup> Street
Wausau, WI 54403
715-551-3178
tom.grimm57@gmail.com

Brian Gumness, President
B.A. & Esther Greenheck Foundation
157254 Franklin Street
Wausau, WI 54403
715-218-7970
brian@greenheckfoundation.org

Kevin Noel, Vice-President Home Insulation 156064 Townline Road Wausau, WI 54403 715-551-7429 Knoel2home@aol.com

Kathy Strasser
Incredible Bank
1612 Green Vistas Drive
Wausau, WI 54403
715-551-8639
kstrasser@incrediblebank.com

Cari Logemann, Executive Director Community Partners Campus PO Box 1403 Wausau, WI 54402-1403 715-574-3530 cpcwausau@gmail.com



# Letter of Intent from Proposed Tenants

The Neighbors' Place

First Presbyterian Church of Wausau

Catholic Charities of the Diocese of La Crosse

North Central Health Care

DC Everest/ Wausau Blessings in a Backpack

North Central Community Action Program

Wausau Police Department

Wausau Area Mobile Meals

# RESOLUTION # R- \_\_\_-21 Reauthorization of Self-Insurance for Worker's Compensation

WHEREAS, the County of Marathon is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure either their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and

WHEREAS, in 2002 the State implemented a requirement that political subdivision pass a resolution every 3 years to continue to self-insure their worker's compensation program; and

WHEREAS, the Board of Supervisors at their February 27, 2018 meeting adopted Resolution #R-6-18 for the period of April 2018 to April 2021; and

WHEREAS, the Human Resources, Finance, and Property Committee at its February 9, 2021 meeting approved the continuation of the self-insured worker's compensation program, in compliance with Wisconsin Administrative Code DWD 80.60(3).

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

- (1) Provide for the continuation of a self-insured worker's compensation program that is currently in effect since July 1, 1972 for the period of April 2021 to April 2024.
- (2) Authorize the County Clerk to forward certified copies of this resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Department.

**DATED:** February 25, 2021

Human Resources, F	Human Resources, Finance and Property Committee			

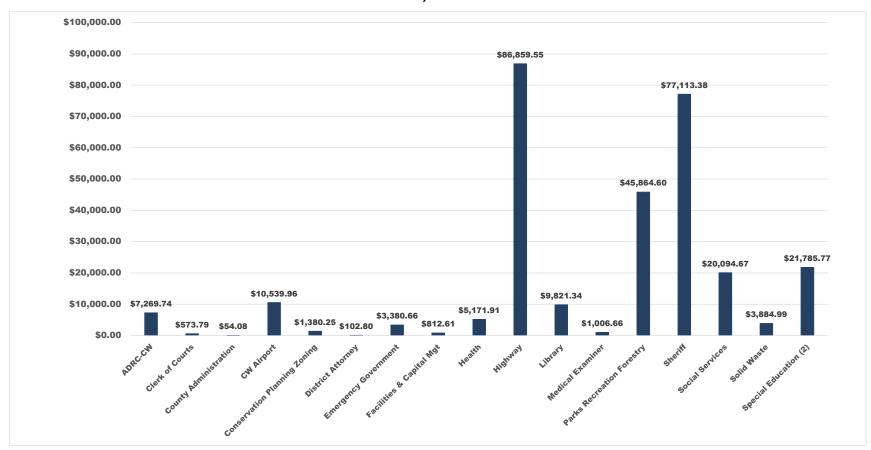
Fiscal Impact: None

# Marathon County Worker's Compensation Rates Discounted Off State Of Wisconsin Rates

2021	75%
2020	60%
2019	29%
2018	20%
2017	10%
2016	0%

# Marathon County Worker's Compensation Claims Average Of Total Incurred (Paid and Reserves) From 2016 through 2020 County Wide Average Of Total Incurred = \$295,717

The following departments did not have any worker's compensation claims during 2016 through 2020: Corporation Counsel, County Clerk, Employee Resources, Finance, Register of Deeds, Treasurer, UW Extension, Veterans Services.



<sup>(2)</sup> Special Education has purchased their own worker's compensation insurance effective January 1, 2021.

# Marathon County Worker's Compensation Loss Summary For 2016 through 2020

					# of	# of			
		# of	# of	Total #	Medical	Lost	Amount Paid		
		Open	Closed	of	Only	Time	Through		
Departments (1)	Year	Claims	Claims	Claims	Claims	Claims	12/31/20	Open Reserve	Total Incurred
ADRC-CW	AVE	0.20	0.80	1.00	1.00	0.00	\$6,347.16	\$922.57	\$7,269.74
Clerk of Courts	AVE	0.00	0.60	0.60	0.60	0.00	\$573.79	\$0.00	\$573.79
County Administration	AVE	0.00	0.20	0.20	0.20	0.00	\$54.08	\$0.00	\$54.08
CW Airport	AVE	0.20	0.80	1.00	0.80	0.20	\$10,036.01	\$503.96	\$10,539.96
Conservation Planning Zoning	AVE	0.00	0.60	0.60	0.60	0.00	\$1,380.25	\$0.00	\$1,380.25
District Attorney	AVE	0.00	0.40	0.40	0.40	0.00	\$102.80	\$0.00	\$102.80
Emergency Government	AVE	0.00	0.20	0.20	0.00	0.20	\$3,380.66	\$0.00	\$3,380.66
Facilities & Capital Mgt	AVE	0.00	1.00	1.00	1.00	0.00	\$812.61	\$0.00	\$812.61
Health	AVE	0.00	1.00	1.00	1.00	0.00	\$5,171.91	\$0.00	\$5,171.91
Highway	AVE	1.00	7.80	8.60	6.20	2.40	\$80,065.36	\$6,794.20	\$86,859.55
Library	AVE	0.20	0.40	0.60	0.40	0.20	\$9,010.69	\$810.65	\$9,821.34
Medical Examiner	AVE	0.00	0.40	0.40	0.40	0.00	\$1,006.66	\$0.00	\$1,006.66
Parks Recreation Forestry	AVE	0.00	6.60	7.80	6.80	1.00	\$45,864.60	\$0.00	\$45,864.60
Sheriff	AVE	1.40	7.60	9.00	7.40	1.60	\$69,526.11	\$7,587.27	\$77,113.38
Social Services	AVE	0.00	1.60	1.60	1.40	0.20	\$18,497.10	\$1,597.57	\$20,094.67
Solid Waste	AVE	0.40	0.40	0.80	0.80	0.00	\$2,442.52	\$1,442.48	\$3,884.99
Special Education (2)	AVE	0.40	3.20	3.60	3.20	0.40	\$20,540.49	\$1,245.28	\$21,785.77
COUNTY WIDE TOTALS FOR 5 YEARS	TOTAL	19	168	192	161	31	\$1,374,063.90	\$104,519.91	\$1,478,583.81
COUNTY WIDE AVERAGES FOR 5 YEARS	AVE	3.80	33.60	38.40	32.20	6.20	\$274,812.78	\$20,903.98	\$295,716.76

<sup>(1)</sup> The following departments did not have any worker's compensation claims during 2016 through 2020: Corporation Counsel, County Clerk, Employee Resources, Finance, Register of Deeds, Treasurer, UW Extension, Veterans Services.

<sup>(2)</sup> Special Education has purchased their own worker's compensation insurance effective January 1, 2021.

# Marathon County Worker's Compensation Loss Summary For 2016 through 2020

		# of Open	# of Closed	Total #	# of Medical Only	# of Lost Time	Amount Paid Through		
Departments (1)	Year	Claims	Claims	Claims	Claims	Claims	12/31/20 Op		otal Incurred
ADRC-CW	2016 2017	0 0	1 1	1 1	1 1	0 0	\$715.79 \$1,348.32	\$0.00 \$0.00	\$715.79 \$1,348.32
	2017	0	2	2	2	0	\$1,348.32 \$4,037.82	\$0.00	\$1,348.32 \$4,037.82
	2019	0	0	0	0	0	\$22,246.75	\$0.00	\$22,246.75
	2020	1	0	1	1	0	\$3,387.13	\$4,612.87	\$8,000.00
ADRC-CW	TOTAL	1	4	5	5	0	\$31,735.81	\$4,612.87	\$36,348.68
ADRC-CW	AVE	0.20	0.80	1.00	1.00	0.00	\$6,347.16	\$922.57	\$7,269.74
Clerk of Courts	2016	0	2	2	2	0	\$1,450.00	\$0.00	\$1,450.00
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018	0	1	1	1	0	\$1,418.96	\$0.00	\$1,418.96
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2020	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Clerk of Courts	TOTAL	0	3	3	3	0	\$2,868.96	\$0.00	\$2,868.96
Clerk of Courts	AVE	0.00	0.60	0.60	0.60	0.00	\$573.79	\$0.00	\$573.79
County Administration	2016	0	1	1	1	0	\$270.39	\$0.00	\$270.39
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
County Administration	2020 TOTAL	0	0 <b>1</b>	0 <b>1</b>	0	0	\$0.00	\$0.00	\$0.00
County Administration	TOTAL	0	-	-	1		\$270.39	\$0.00	\$270.39
County Administration	AVE	0.00	0.20	0.20	0.20	0.00	\$54.08	\$0.00	\$54.08
CW Airport	2016	0	1	1	0	1	\$41,777.07	\$0.00	\$41,777.07
	2017	0	1	1	1	0	\$2,491.23	\$0.00	\$2,491.23
	2018 2019	0 0	0 1	0 1	0 1	0 0	\$0.00 \$2,761.52	\$0.00 \$0.00	\$0.00 \$2,761.52
	2019	1	1	2	2	0	\$3,150.21	\$2,519.79	\$5,670.00
CW Airport	TOTAL	1	4	5	4	1	\$50,180.03	\$2,519.79	\$52,699.82
CW Airport	AVE	0.20	0.80	1.00	0.80	0.20	\$10,036.01	\$503.96	\$10,539.96
•									•
Conservation Planning Zoning	2016 2017	0 0	2 1	2 1	2 1	0 0	\$4,049.52 \$2,851.72	\$0.00 \$0.00	\$4,049.52 \$2,851.72
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2020	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Conservation Planning Zoning	TOTAL	0	3	3	3	0	\$6,901.24	\$0.00	\$6,901.24
Conservation Planning Zoning	AVE	0.00	0.60	0.60	0.60	0.00	\$1,380.25	\$0.00	\$1,380.25
District Attorney	2016	0	0	0	0	0	\$0.00	\$0.00	\$0.00
ostice Actionicy	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018	0	1	1	1	0	\$186.63	\$0.00	\$186.63
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2020	0	1	1	1	0	\$327.36	\$0.00	\$327.36
District Attorney	TOTAL	0	2	2	2	0	\$513.99	\$0.00	\$513.99
District Attorney	AVE	0.00	0.40	0.40	0.40	0.00	\$102.80	\$0.00	\$102.80
Emergency Government	2016	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018	0	1	1	0	1	\$16,903.29	\$0.00	\$16,903.29
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2020	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Emergency Government	TOTAL	0	1	1	0	1	\$16,903.29	\$0.00	\$16,903.29
Emergency Government	AVE	0.00	0.20	0.20	0.00	0.20	\$3,380.66	\$0.00	\$3,380.66
Facilities & Capital Mgt	2016	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2017	0	3	3	3	0	\$3,815.50	\$0.00	\$3,815.50
	2018	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2019 2020	0 0	2 0	2 0	2 0	0 0	\$247.54 \$0.00	\$0.00	\$247.54 \$0.00
Facilities & Capital Mgt	TOTAL	0	<b>5</b>	<b>5</b>	5	0	\$4,063.04	\$0.00 <b>\$0.00</b>	\$4,063.04
Facilities & Capital Mgt	AVE	0.00	1.00	1.00	1.00	0.00	\$812.61	\$0.00	\$812.61
raciiiles & Cabitai WQt	AVE								
	2045		0	0	0	0	\$0.00	\$0.00	\$0.00 \$21,090.42
	2016	0		ວ	2	0			321.090.42
	2017	0	3	3	3	0	\$21,090.42 \$4,769.11	\$0.00 \$0.00	
	2017 2018	0 0	3 2	2	2	0	\$4,769.11	\$0.00	\$4,769.11
	2017 2018 2019	0 0 0	3 2 0	2 0	2 0	0 0	\$4,769.11 \$0.00	\$0.00 \$0.00	\$4,769.11 \$0.00
Health	2017 2018 2019 2020	0 0 0 0	3 2 0 0	2 0 0	2 0 0	0 0 0	\$4,769.11 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$4,769.11 \$0.00 \$0.00
Health	2017 2018 2019 2020 <b>TOTAL</b>	0 0 0 0	3 2 0 0	2 0 0 <b>5</b>	2 0 0	0 0 0	\$4,769.11 \$0.00 \$0.00 <b>\$25,859.53</b>	\$0.00 \$0.00 \$0.00	\$4,769.11 \$0.00 \$0.00 <b>\$25,859.53</b>
Health Health Health	2017 2018 2019 2020 TOTAL AVE	0 0 0 0 <b>0</b>	3 2 0 0 5 1.00	2 0 0 5 1.00	2 0 0 <b>5</b>	0 0 0 <b>0</b>	\$4,769.11 \$0.00 \$0.00 \$25,859.53 \$5,171.91	\$0.00 \$0.00 \$0.00 <b>\$0.00</b>	\$4,769.11 \$0.00 \$0.00 <b>\$25,859.53</b> <b>\$5,171.91</b>
Health Health Health Highway	2017 2018 2019 2020 <b>TOTAL</b> <b>AVE</b> 2016	0 0 0 0 <b>0</b> <b>0</b>	3 2 0 0 5 1.00	2 0 0 <b>5</b> <b>1.00</b> 8	2 0 0 <b>5</b> <b>1.00</b>	0 0 0 <b>0</b> <b>0</b>	\$4,769.11 \$0.00 \$0.00 \$25,859.53 \$5,171.91 \$116,626.97	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$4,769.11 \$0.00 \$0.00 <b>\$25,859.53</b> <b>\$5,171.91</b> \$116,626.97
Health Health Health	2017 2018 2019 2020 TOTAL AVE	0 0 0 0 <b>0</b>	3 2 0 0 5 1.00	2 0 0 5 1.00	2 0 0 <b>5</b>	0 0 0 <b>0</b>	\$4,769.11 \$0.00 \$0.00 \$25,859.53 \$5,171.91	\$0.00 \$0.00 \$0.00 <b>\$0.00</b>	\$4,769.11 \$0.00 \$0.00 <b>\$25,859.53</b> <b>\$5,171.91</b>

# Marathon County Worker's Compensation Loss Summary For 2016 through 2020

Departments (1)	Year	# of Open Claims	# of Closed Claims	Total # of Claims	# of Medical Only Claims	# of Lost Time Claims	Amount Paid Through 12/31/20 (	Open Reserve	Total Incurred
	2020	4	3	7	5	2	\$101,041.12	\$27,803.83	\$128,844.95
Highway	TOTAL	5	39	43	31	12	\$400,326.78	\$33,970.99	\$434,297.77
Highway	AVE	1.00	7.80	8.60	6.20	2.40	\$80,065.36	\$6,794.20	\$86,859.55
Library	2016	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018 2019	0 0	0 2	0 2	0 2	0 0	\$0.00 \$1,581.70	\$0.00 \$0.00	\$0.00 \$1,581.70
	2020	1	0	1	0	1	\$43,471.76	\$4,053.24	\$47,525.00
Library	TOTAL	1	2	3	2	1	\$45,053.46	\$4,053.24	\$49,106.70
Library	AVE	0.20	0.40	0.60	0.40	0.20	\$9,010.69	\$810.65	\$9,821.34
Medical Examiner	2016	0	1	1	1	0	\$4,409.46	\$0.00	\$4,409.46
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Madical Promises	2020	0	1	1	1	0	\$623.83	\$0.00	\$623.83
Medical Examiner	TOTAL	0	2	2	2	0	\$5,033.29	\$0.00	\$5,033.29
Medical Examiner	AVE	0.00	0.40	0.40	0.40	0.00	\$1,006.66	\$0.00	\$1,006.66
Parks Recreation Forestry	2016	0 0	10	10	8 4	2	\$116,856.98	\$0.00	\$116,856.98
	2017 2018	0	6 11	6 11	10	2 1	\$41,543.77 \$27,356.52	\$0.00 \$0.00	\$41,543.77 \$27,356.52
	2019	0	0	6	6	0	\$33,767.02	\$0.00	\$33,767.02
	2020	0	6	6	6	0	\$9,798.70	\$0.00	\$9,798.70
Parks Recreation Forestry	TOTAL	0	33	39	34	5	\$229,322.99	\$0.00	\$229,322.99
Parks Recreation Forestry	AVE	0.00	6.60	7.80	6.80	1.00	\$45,864.60	\$0.00	\$45,864.60
Sheriff	2016	0	6	6	5	1	\$136,143.06	\$0.00	\$136,143.06
	2017	0	10	10	7	3	\$70,662.52	\$0.00	\$70,662.52
	2018	0	11	11	10	1	\$46,117.38	\$0.00	\$46,117.38
	2019	1	6	7	6	1	\$45,217.85	\$9,965.16	\$55,183.01
Sheriff	2020 TOTAL	6 <b>7</b>	5 <b>38</b>	11 <b>45</b>	9 <b>37</b>	2 <b>8</b>	\$49,489.73 <b>\$347,630.54</b>	\$27,971.21 <b>\$37,936.37</b>	\$77,460.94 <b>\$385,566.91</b>
	AVE	1.40	7.60	9.00	7.40	1.60	•	•	·
Sheriff							\$69,526.11	\$7,587.27	\$77,113.38
Social Services	2016 2017	0 0	1 1	1 1	1 1	0 0	\$200.88 \$3,846.56	\$0.00 \$0.00	\$200.88 \$3,846.56
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2019	0	1	1	1	0	\$1,503.52	\$0.00	\$1,503.52
	2020	0	5	5	4	1	\$86,934.56	\$7,987.85	\$94,922.41
Social Services	TOTAL	0	8	8	7	1	\$92,485.52	\$7,987.85	\$100,473.37
Social Services	AVE	0.00	1.60	1.60	1.40	0.20	\$18,497.10	\$1,597.57	\$20,094.67
Solid Waste	2016	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018	0	1	1	1	0	\$417.12	\$0.00	\$417.12
	2019 2020	0 2	0	0 3	0 3	0 0	\$0.00	\$0.00	\$0.00
Solid Waste	TOTAL	2	1 <b>2</b>	4	4	0	\$11,795.46 <b>\$12,212.58</b>	\$7,212.39 <b>\$7,212.39</b>	\$19,007.85 <b>\$19,424.97</b>
Solid Waste	AVE	0.40	0.40	0.80	0.80	0.00	\$2,442.52	\$1,442.48	\$3,884.99
								•	
Special Education	2016 2017	0 0	3 2	3 2	3 2	0 0	\$12,192.89 \$955.59	\$0.00 \$0.00	\$12,192.89 \$955.59
	2017	0	6	6	5	1	\$60,935.37	\$0.00	\$60,935.37
	2019	0	4	4	4	0	\$22,820.55	\$0.00	\$22,820.55
	2020	2	1	3	2	1	\$5,798.06	\$6,226.41	\$12,024.47
Special Education	TOTAL	2	16	18	16	2	\$102,702.46	\$6,226.41	\$108,928.87
Special Education	AVE	0.40	3.20	3.60	3.20	0.40	\$20,540.49	\$1,245.28	\$21,785.77
GRAND TOTAL	2016	0	36	36	28	8	\$434,693.01	\$0.00	\$434,693.01
	2017	1	38	38	29	9	\$280,834.81	\$6,167.16	\$287,001.97
	2018	0	43	43	37	6	\$180,704.12	\$0.00	\$180,704.12
	2019	1	27	34	33	1	\$162,014.04	\$9,965.16	\$171,979.20
COUNTY WIRE TOTAL C FOR EVELDS	2020	17	24	41	34	7	\$315,817.92	\$88,387.59	\$404,205.51
COUNTY WIDE AVERAGES FOR 5 YEARS	TOTAL	19	168	192	161	31	\$1,374,063.90	\$104,519.91	\$1,478,583.81
COUNTY WIDE AVERAGES FOR 5 YEARS	AVE	3.80	33.60	38.40	32.20	6.20	\$274,812.78	\$20,903.98	\$295,716.76

<sup>(1)</sup> The following departments did not have any worker's compensation claims during 2016 through 2020: Corporation Counsel, County Clerk, Employee Resources, Finance, Register of Deeds, Treasurer, UW Extension, Veterans Services.

<sup>(2)</sup> Special Education has purchased their own worker's compensation insurance effective January 1, 2021.

RESOLUTION NO.	
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#### RESOLUTION AWARDING THE SALE OF \$5,830,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021A

WHEREAS, on January 26, 2021, the County Board of Supervisors of Marathon County, Wisconsin (the "County") adopted an initial resolution, by a vote of at least 3/4 of the members-elect, authorizing the issuance of general obligation promissory notes in an amount not to exceed \$5,830,000 for the public purpose of financing 2021 Capital Improvement Plan projects, including County highway projects, acquisition of equipment and vehicles, improvements to County buildings, park and recreation projects and other capital projects (the "Project") (the above-referenced initial resolution is referred to herein as the "Initial Resolution");

WHEREAS, on January 26, 2021, the County Board of Supervisors of the County also adopted a resolution (the "Set Sale Resolution") providing that the general obligation promissory notes authorized by the Initial Resolution be issued and sold as a single issue of notes designated as "General Obligation Promissory Notes, Series 2021A" (the "Notes") for the purpose of paying the cost of the Project;

WHEREAS, pursuant to the Set Sale Resolution, the County directed PFM Financial Advisors LLC ("PFM") to take the steps necessary to sell the Notes;

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as <u>Exhibit A</u> and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on February 25, 2021;

WHEREAS, the County Clerk (in consultation with PFM) caused notice of the sale of the Notes to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale;

WHEREAS, the County has duly received bids for the Notes as described on the Bid Tabulation attached hereto as <u>Exhibit B</u> and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. PFM has recommended that the County accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as <a href="Exhibit C">Exhibit C</a> and incorporated herein by this reference; and

WHEREAS, it has been determined to issue the Notes in the principal amount of \$5,830,000.

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

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The County Board of Supervisors hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by PFM are hereby ratified and approved in all respects. All actions taken by officers of the County and PFM in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$5,830,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2021A"; shall be issued in the aggregate principal amount of \$5,830,000; shall be dated March 17, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as <a href="Exhibit D-1">Exhibit D-1</a> and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as <a href="Exhibit D-2">Exhibit D-2</a> and incorporated herein by this reference (the "Schedule").

<u>Section 3. Redemption Provisions</u>. The Notes are not subject to optional redemption.

<u>Section 4. Form of the Notes</u>. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as <u>Exhibit E</u> and incorporated herein by this reference.

#### Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and

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resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2021 through 2030 for the payments due in the years 2022 through 2031 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

#### Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2021A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such

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payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the Proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of

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the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and

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maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 15. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 17. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

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Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded February	25, 2021.
HUMAN RESOURCES, I	FINANCE AND PROPERTY COMMITTEE
	+
Fiscal Impact:	
	Kurt Gibbs
	Chairperson
Attest:	
Kim Trueblood	
County Clerk	

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## EXHIBIT A

## Official Notice of Sale

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

## EXHIBIT B

## **Bid Tabulation**

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

## EXHIBIT C

## Winning Bid

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

## EXHIBIT D-1

## **Pricing Summary**

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

### EXHIBIT D-2

## <u>Debt Service Schedule and Irrepealable Tax Levies</u>

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

#### **EXHIBIT E**

(Form of Note)

	UNITED STATES OF AMERICA	
REGISTERED	DOLLARS	
NO. R-	\$	
— GENERAI	L OBLIGATION PROMISSORY NOTE, SERIES 2021A	
MATURITY DATE:	ORIGINAL DATE OF ISSUE: INTEREST RATE:	CUSIP:
February 1,	March 17, 2021%	
DEPOSITORY OR ITS 1	NOMINEE NAME: CEDE & CO.	
PRINCIPAL AMOUNT:	THOUSAND DOLLAR	S
	(\$)	

FOR VALUE RECEIVED, Marathon County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,830,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of financing 2021 Capital Improvement Plan projects, including County highway projects, acquisition of equipment and vehicles, improvements to County buildings, park and recreation projects and other capital projects, as authorized by resolutions adopted on January 26,

2021 and February 25, 2021. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

This Note is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes after the Record Date. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Marathon County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

MARATHON COUNTY, WISCONSIN

	By:	
	Kurt Gibbs	
	Chairperson	
(SEAL)		
	By:	
	Kim Trueblood	
	County Clerk	

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### <u>ASSIGNMENT</u>

### FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and	d Address of Assignee)
(Social Security or other	er Identifying Number of Assignee)
the within Note and all rights thereunder a	nd hereby irrevocably constitutes and appoints , Legal Representative, to transfer said Note on
the books kept for registration thereof, wit	h full power of substitution in the premises.
Dated:	
Signature Guaranteed:	
(e.g. Bank, Trust Company or Securities Firm)	(Depository or Nominee Name)
	NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.
(Authorized Officer)	

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RESOLUTION NO.	
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### RESOLUTION AWARDING THE SALE OF \$19,000,000 GENERAL OBLIGATION HEALTH CARE PROJECT BUILDING BONDS, SERIES 2021B

WHEREAS, on June 19, 2018, the County Board of Supervisors of Marathon County, Wisconsin (the "County") adopted an initial resolution, by a vote of at least 3/4 of the members-elect, authorizing the issuance of general obligation bonds or promissory notes in an amount not to exceed \$67,000,000 for the public purpose of financing North Central Health Care ("NCHC") Master Facility Plan projects, including the design and construction of building additions, renovations and landscaping to the NCHC Center and Mount View Care Center campus (the "Project") (the above-referenced initial resolution is referred to herein as the "Initial Resolution");

WHEREAS, the County has previously issued general obligation bonds or promissory notes in the principal amount of \$25,620,000 for projects authorized by the Initial Resolution;

WHEREAS, on January 26, 2021, the County Board of Supervisors of the County adopted a resolution (the "Set Sale Resolution") providing that additional general obligation bonds authorized by the Initial Resolution in an amount not to exceed \$19,000,000 be issued and sold as a single issue of bonds designated as "General Obligation Health Care Project Building Bonds, Series 2021B" (the "Bonds") for the purpose of paying costs of the Project;

WHEREAS, pursuant to the Set Sale Resolution, the County directed PFM Financial Advisors LLC ("PFM") to take the steps necessary to sell the Bonds;

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as <u>Exhibit A</u> and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on February 25, 2021;

WHEREAS, the County Clerk (in consultation with PFM) caused notice of the sale of the Bonds to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale;

WHEREAS, the County has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as <u>Exhibit B</u> and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. PFM has recommended that the County accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as <a href="Exhibit C">Exhibit C</a> and incorporated herein by this reference; and

WHEREAS, it has been determined to issue the Bonds in the principal amount of \$19,000,000.

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

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The County Board of Supervisors hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by PFM are hereby ratified and approved in all respects. All actions taken by officers of the County and PFM in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Bonds. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of NINETEEN MILLION DOLLARS (\$19,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Health Care Project Building Bonds, Series 2021B"; shall be issued in the aggregate principal amount of \$19,000,000; shall be dated March 17, 2021; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as <a href="Exhibit D-1">Exhibit D-1</a> and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2022. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as <a href="Exhibit D-2">Exhibit D-2</a> and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on February 1, 2032 and thereafter are subject to redemption prior to maturity, at the option of the County, on February 1, 2031 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

<u>Section 4. Form of the Bonds</u>. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as <u>Exhibit E</u> and incorporated herein by this reference.

#### Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2021 through 2040 for the payments due in the years 2022 through 2041 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

#### Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Health Care Project Building Bonds, Series 2021B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the County above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when

due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

<u>Section 12. Persons Treated as Owners; Transfer of Bonds.</u> The County shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The

person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the County at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 15. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the

Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

<u>Section 17. Record Book.</u> The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and	recorded February 25, 2	2021.		
HUMA	N RESOURCES, FINA	NCE AND PROPERT	Y COMMITTEE	
-				
Fiscal Impact:				
<u>-</u>				
		Kurt Gibbs		
Attact		Chairperson		
Attest:				
Kim Trueblood		-		
County Clerk				

## EXHIBIT A

## Official Notice of Sale

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

## EXHIBIT B

## **Bid Tabulation**

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

## EXHIBIT C

## Winning Bid

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

## EXHIBIT D-1

## **Pricing Summary**

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

### EXHIBIT D-2

## <u>Debt Service Schedule and Irrepealable Tax Levies</u>

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

#### **EXHIBIT E**

(Form of Bond)

LINITED STATES OF AMERICA

	CIVILED STITLES OF TRIVILING	1.1	
REGISTERED	STATE OF WISCONSIN		DOLLARS
NO. R	MARATHON COUNTY		\$
GENERAL OBLIGAT	ION HEALTH CARE PROJECT BUIL	LDING BOND, SEF	RIES 2021B
MATURITY DATE:	ORIGINAL DATE OF ISSUE: IN	ITEREST RATE:	CUSIP:
February 1,	March 17, 2021		
DEPOSITORY OR ITS 1	NOMINEE NAME: CEDE & CO.		
PRINCIPAL AMOUNT:	(\$ )	USAND DOLLAR	S

FOR VALUE RECEIVED, Marathon County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$19,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of financing North Central Health Care ("NCHC") Master Facility Plan projects, including the design and construction of building additions, renovations and landscaping to the NCHC Center and Mount View Care Center campus, as

authorized by resolutions adopted on June 19, 2018, January 26, 2021 and February 25, 2021. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Bonds maturing on February 1, 2032 and thereafter are subject to redemption prior to maturity, at the option of the County, on February 1, 2031 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the County appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for

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the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Marathon County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

## MARATHON COUNTY, WISCONSIN

	By:	
	Kurt Gibbs	
	Chairperson	
(SEAL)	Dev.	
	By: Kim Trueblood	
	County Clerk	

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### <u>ASSIGNMENT</u>

### FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name an	nd Address of Assignee)
(Social Security or oth	ner Identifying Number of Assignee)
the within Bond and all rights thereunder	and hereby irrevocably constitutes and appoints , Legal Representative, to transfer said Bond on
the books kept for registration thereof, wi	th full power of substitution in the premises.
Dated:	
Signature Guaranteed:	
(e.g. Bank, Trust Company or Securities Firm)	(Depository or Nominee Name)
	NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.
(Authorized Officer)	

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2021 HR, Finance & Property	Outcomo	Donon-donesia -	Ctort	End Det	Dro	C+-tt	Ed M+~	Issues	Action
PROJECT NAME Priority Based Budgeting	Outcome Educate County Board & HRFP Committee on PPB, Identify how County Board wants to be engaged what are their expectations scoring updates	Dependencies Educate departments develop sound baseline information	Start Jan. 2021		Progress Working with Department to review program lists and resources (staff budget) training	Staff Jason Hake	Ed Mtg March	Issues	Action
Capital Improvement Process	Develop a process for reviewing capital requests, identify the role of Facilities & Mgt. staff Is the CIP Committee necessary Modify County Board Rules as necessary	Rule change	Feb. 2021	Jun-21		Terry Kaiser	February	Overview of current process including rolling stock, IT other What is covered by CIP process? How do we rank projects? Who ranks them? How do we fund them?	Create a workgroup: EJ Terry, Kristi, Alyson, Chad May reporting deadline
Performance standards for programs	Establish policies and commit resources to develop and implement a dashboard for county programs/departments. Utilize Strategic Plan measurements where appropriate	Budget and staffing	Mar-21	Nov. 21		Lance Leonhard	April	Present information to committee	
Long-term facilities plan	Establish goals for long term facility and property management	Inventory of current assets	Jan. 2021	May-21		Terry Kaiser	March	Westside Master Plan policy decisions start with Infrastructure committee should the highway department be located there in the next 20 years	
Tax Delinquent Property Process - policy setting	Establish guidelines, policiies and expectations relating to tax deed foreclosure and sale/transfer of property	Ordinance change	Jan. 2021	Dec-21		Scott Corbett	January	Time frame for initiating taking of deeds (3 versus 4 years), defining roles of parties, milestones/triggers, priorities 10 years +, 8-9 years etc. In Rem vs tax deed Method of	February action meeting
New Position Request Process and Ranking	Review existing ordinance and policies. Work with Administrator position prioritization process.		Feb. 2021	Jun-21		Lance Leonhard	February	Overview of current process, what is working? what needs to change? Prioritization process for all requests? what is the basis for ranking? Relationship to strategic plan	Workgroup Molly, Jonathon, Judge, Lance, Michelle May reporting deadline
Evaluation of Health Insurance options (self-funded, plan design, etc.)	Clarify role of committee is evaluating health inssurance options.					Jason Hake	February	Overview of process that Admin. intends to use. What criteria does administration look at? (cost, risk, service etc.)	
Policy on sale/disposition of excess county property	Tied into Long Term Facilities Plan	Inventory of current assets	Jan. 2021	May-21		Terry Kaiser	May	Create inventory; policy issues: classes of property: clear need; questionable need; surplus	
Strategic Plan	Periodically review status evaluate resource commitment to implement goals		ongoing						
Diversity / Inclusion Employment Policy and Practice Review	Determine Committee role in building an HR system (policies & practices) that effectively recruits, retains, and develops a more diverse, highly talented workforce			TBD		Molly Adzic	Feb action mtg	What are the goals, milestones and policy issues the committee wants? What is the role of Diversity Affairs Commission?	Plan to be developed by December 31
Customer Service Expectations - policy setting	Determine committee role in development of customer service expectations					Molly Adzic			
Tax Increment Financing - pursue legislative recommendation and critera for guiding representative on local committee	Determine the role of the committee in evaluating current and potential impacts with the TIF law							Identify potential changes to TIF process as it relates to donor TIFs, valuation, length of district	
Property Insurance Evaluation (RFP)	Clarify role of committee is in evaluating property inssurance options.					Mary Jo Maly			
Renewable energy policy	Determine committee role in developing policies aimed at the County becoming more environmentally and fiscally sustainable							Are there opportunities with the new administration for us to be proactive? What have we done in the past (library)?	
Update Procurement Policy	Review existing procurment ordinance and provide guideance to Corp Counsel on needed changes.			Apr-21		Terry Kaiser		What criteria do we use to set the thresholds for procurement?	

#### REQUEST FOR PROPOSAL



Marathon County Government
Office of the County Administrator
Marathon County Courthouse
500 Forest St.
Wausau, WI 54403

Phone: (715)261-1400 Fax No.: (715) 261-4173

Email: Jason.Hake@co.marathon.wi.us

#### **RETURN RFP NO LATER THAN:**

4:30 p.m. XX/XX/2021

\*Proposals received after that date and time will <u>NOT</u> be accepted. Actual receipt by said time is required, and deposit in the mail is insufficient.

#### **RETURN RFP TO:**

Office of County Administrator Attn: Jason Hake 500 Forest Street Wausau, WI 54403

#### **DESCRIPTION:**

Marathon County, Wisconsin, is seeking Consulting Services to assist in the evaluation of options for providing employee health care to the County's 740 employees.

To respond to this RFP, this cover sheet and the appropriate forms should be completed and submitted by the time specified. The county is requesting one (1) original clearly marked as such and (12) copies to be returned in response to this RFP.

#### Terms and Conditions of Request for Proposal (RFP)

- A. Marathon County is not liable for any costs incurred by any applicant in replying to this Request for Proposal (hereinafter "RFP").
- B. Proposals submitted in reply to this RFP shall respond to the specifications stated herein. Failure to respond to the specifications may be a basis for a proposal being eliminated from consideration during the selection process. Marathon County Government reserves the right to reject any or all proposals and any part of a given proposal.
- C. All aspects of the RFP from a successful applicant will become a contractual obligation. Marathon County Government reserves the right to negotiate the award amount and budget items with the selected applicant prior to entering into a contract. The contract may be modified only by written amendment duly executed by all parties. Justifiable modifications may be made in the course of the contract only through prior consultations with and written approval from the County Administrator or his designee. Failure of the successful applicant to accept these obligations in the contractual agreement may result in cancellation of the contract.
- D. All interested responders are required to submit proposals within the following timeframe:

RFPs Posted:	
Proposals Due:	
Anticipated Award Date:	

E. If any proposer has questions they want answered prior to submitting a proposal, the deadline for submission is XX/XX/2021. All questions must be submitted in writing to Jason Hake, Deputy County Administrator at Jason.Hake@co.marathon.wi.us. Responses to questions will be posted on the County's website: <a href="www.co.marathon.wi.us">www.co.marathon.wi.us</a>

#### **Purpose**

Marathon County is seeking a qualified firm to provide benefit consulting to include assistance with benefit and premium design, bidding and evaluation, contract negotiation, on-going evaluation and plan modification (if necessary), and other services as required to maintain a competitive benefits program. The intended outcome is to evaluate all aspects of the County health plan and provide the County decision makers the information and analysis needed to decide on what health benefit option offers the County the best value.

#### Marathon County - Background Information

Marathon County is one of 72 units of county government in the State of Wisconsin and a municipal corporation existing pursuant to the provisions of Chapter 59 of the Wisconsin Statutes.

Marathon County is governed by a 38 member County Board of Supervisors. Employee benefits issues are generally the concern of the Human Resources, Finance and Property Committee (HRFPC), which is composed of seven county board members. Employee benefits are administered through the Employee Resources Department.

The Marathon County workforce currently consists of 943 employees: regular full-time (698) and part-time (80) employees (who are generally eligible for benefits) and about 165 casual employees (who are not generally eligible for benefits). These numbers are of course subject to change.

#### Health Insurance

Marathon County is fully insured through the Wisconsin Counties Association (WCA) Group Health Trust (GHT). Full-time employees are eligible for health insurance benefits if they work 30 or more hours per week (.75 FTE or more).

The current participation in the health insurance plan is:

	Single	Employee plus 1	Family
Active Employees	170	160	294
COBRA	8	3	

#### 2021 Monthly premiums (employee & employer) – Attachment A

In 2021 Marathon County moved to a new single network plan (UHC Choice Plus Network). Previously, Marathon County was part of the Northcentral Employers Healthcare Alliance (NEHA) provider network. In 2021 the County also changed its pharmacy benefit manager, leaving Optum Rx for National Rx CVS Caremark.

#### Scope of Work

County of Marathon is requesting proposals for Consulting Services to assist with a special project involving the evaluation of options for providing employee health care to the County's employees. Our timeline is to complete the evaluation process in time for the transition to the selected option on January 1, 2022, if the results of the analysis reveal that our current plan is not the best option.

Depending on the outcome of the health insurance evaluation for 2022, Marathon County might be interested in continued consulting services up to three (3) additional years.

Marathon County's current health insurance provider is WCA Group Health Trust. The County's current plan is fully insured, but would like to explore the possibility of a self-funded plan, a different plan structure, premium structure, pharmacy, limited provider network and the continuation of the employee wellness program, and stop loss (if self-funded), etc.

The County requires a consultant who is not affiliated with any insurance company, third party administrative agency or provider network. The consulting firm must have experience in providing insurance and employee benefit consulting services for public sector employers in the State of Wisconsin.

Marathon County is seeking consulting services which will at least provide the following services:

- 1. Evaluate the potential of switching to a self-funded health plan from a fully insured health plan
- 2. Evaluate the County's health plan in its entirety, including plan design, premium restructuring, utilization, access, wellness, and cost, etc.
- 3. Prepare a request for proposal on behalf of the County soliciting health insurance options
- 4. Provide analysis of proposals from both a quality of service perspective and a cost perspective
- 5. Provide recommendations to County decisions makers
- 6. As requested, make presentations to the leadership and/or County committees to explain the recommendations
- 7. Assist in communications with employees regarding health insurance developments as needed
- 8. Assist in the transition to a new health insurance option, if a decision is made to change from the current option

The proposal should also include, but not be limited to, the following on-going services (should the county require)

- 1. Provide benefits information to enable the County to make effective decisions in developing an Employee Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees
- 2. Recommend alternative Benefit Plans designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies.
- 3. Provide accurate and timely information on health benefits issues, trends, possible new benefits, and proposed or new legislation.

- 4. Track and report progress of Benefit Plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of Benefit Plan performance e.g. Health Care Plan -- Premiums vs. Claims.
- 5. Review the County Employee Benefits Program on a continuing basis to ensure that the Plans are in compliance with government regulations.
- 6. Provide consultation and guidance for the County's health plan.
- 7. Provide consultation and guidance for governmental mandates such as FMLA, COBRA, HIPAA, ADA, ACA, etc.
- 8. Advise and assist the County with required Benefit Plan communications to employees annually, during benefits enrollment and as regulatory changes occur.
- 9. Advise and assist the County as necessary or requested in developing, implementing and conducting the annual benefit sign up (open enrollment).
- 10. Assist with resolution of specific claims when requested by the County.
- 11. Provide forecasted estimates of future renewal rates and assist County staff in preparation of budget and expenditure projections for benefits.
- 12. Evaluate, recommend and assist in structuring employer/employee contribution levels, stoploss limits, etc.
- 13. Assist and advise the County in drafting, reviewing, issuing, evaluating and negotiating request for proposal for contract renewals (includes identification of appropriate markets, review for accuracy of coverage, compliance, terms and conditions).
- 14. Analyze vendors' proposals and provide a written assessment based upon the County's selection criteria and timeframe.
- 15. Work in coordination with the County to acquire needed insurance policies, contracts, clarifications, execution of documents, other required documents, and services, as needed during the County's RFP process and/or at any time during the contract period.
- 16. Assist the County in the implementation of the benefits programs, including attendance board/committee meetings, employee communication, benefit program presentations, and open enrollment meetings.
- 17. Provide timely notification of and assistance with understanding and implementing new updated or revised benefits, laws, regulations and programs including alerting the County regarding any employee communication deadlines or communication issues, and provide sample documents that may be used to notify employees and/or retirees of any of these changes.
- 18. Provide timely notification of and assistance with understanding and implementing new, updated or revised benefits, laws, regulation and programs as they relate to plan documents or

contracts.

- 19. Prepares the County's Summary Plan Description
- 20. Provide on-going analysis regarding accuracy of vendor billing, eligibility, claims, benefit research questions, and administration.
- 21. Review agreements for accuracy to verify that vendor has agreed to all negotiated terms and service changes and continues to comply with all negotiated contract terms.
- 22. Prepare competitive analysis of benefit plans with surrounding and similar jurisdictions as part of the annual renewal.
- 23. Participate in face-to-face meetings as needed or requested (quarterly at a minimum). During COVID-19 pandemic virtual meetings are acceptable to limit contact.

The County may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon by both parties. A contract amendment and/or Purchase Change Order will be issued to change the contract.

#### **RFP Preparation Requirements**

Answers to all questions should be submitted in writing and identified by question number. These answers form an integral part of your proposal. Evaluators of the RFP submission will determine the merits of one proposal over another based on the written information contained within the proposal.

- State the name of your firm, office address and the name, address and telephone number and email address of the person whom the County will be dealing with regarding this proposal.
- 2. Please describe the account team that would work with Marathon County. Include a summary of their training and qualifications. If your firm is affiliated with another firm, identify the firm and describe the relationship.
- 3. Please give a general description of the size of your firm, the geographical range in which you operate, the number of employees and offices you have, the type of services you generally provide, and the type of clients you have, including local governmental clients.
- 4. How many clients do you currently have with over 300 active participants? How many clients have you lost in the last three years with over 300 participants? Why?
- 5. Please provide three references who are clients for who you have performed work similar to that requested in this RFP. Include names, telephone numbers, type of services provided, and length of time associated with your organization.
- 6. What approaches would you consider recommending to help us meet our objectives of evaluating fully-insured vs. self-insured and the overall analysis of Marathon County's options to provide the best health benefit options to Marathon County employees?

- 7. Provide a description of the services you can provide to help with employee communications regarding benefits, if required.
- 8. Describe your philosophy on consulting principles and practices. Indicate how your firm maintains its status as an independent benefits consultant.
- 9. Provide examples of your success in assisting clients in the evaluation of fully insured vs. self-funded.
- 10. Please describe in some detail the data analysis services and reports that you can provide. Provide a sample, if possible. How would your firm extract data from our TPA?
- 11. How would your firm account for the impact the COVID pandemic has caused on the health care system and employee claims?
- 12. Fee Marathon County would be interested in receiving two fees.
  - 1) Fee for evaluating health insurance options for the 2022 year
  - 2) Fee for continued health insurance consulting, up to three (3) additional years.

#### Schedule of RFP Process & Announcement of Award

A. All proposals must be submitted in a sealed envelope clearly labeled, "Proposal for Health Insurance Consultant". Submit twelve (12) on the 1<sup>st</sup> page it indicates an original plus eleven (11) copies of your proposal(s) to:

Jason Hake Deputy County Administrator Marathon County Courthouse 500 Forest Street Wausau, WI 54403

Proposals may be mailed or hand delivered; however, only those received in the County Administration Office by 4:30 p.m., on XX/XX/2021, will be considered under this solicitation. Applications received after this time and date will not be accepted. Deposit in the mail is not sufficient. All proposals will be opened at 10:00 a.m. on XX/XX/2021, in the County Administration Office, Courthouse, 500 Forest Street, Wausau, WI.

B. Marathon County reserves the right to accept a proposal on any basis it chooses. Factors which will be considered include cost, expertise and experience, and the ability to provide comprehensive and creative services that will enable the County to improve its employee benefits program in a fiscally prudent manner. The successful proposer will not be selected on price alone.

The evaluation committee will consider the following factors when determining which vendor to award the contract:

- 1. Overall cost 30 percent
- 2. Expertise and Experience 40 percent
- 3. Ability to Complete the Project within the Timeframe 20 percent
- 4. Quality and content of proposal 10 percent.

- C. After the proposal submission due date, Marathon County may contact the top-ranked Respondents to set up a meeting, approximately one hour in length, with the RFP Evaluation Committee either on-site at the County Administration Office, via videoconference, or by telephone. At these meetings, Respondents must be prepared to answer any questions regarding their proposal.
- D. All aspects of this Request for Proposals will be in accordance with the Marathon County Procurement Policy, Sections 3.01 through 3.16 of the General Code of the County of Marathon. A copy of the Procurement policy is available at the office of the Marathon County Clerk, Marathon County Courthouse, 500 Forest Street, Wausau, Wisconsin 54403, and can also be located online at: library.municode.com/wi/marathon\_county/codes/code\_of\_ordinances. The following are excerpts from the Marathon County Procurement Policy:
  - 1. Receipt of proposals. No proposal shall be handled so as to permit disclosure of the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award. The register of proposals shall be open for public inspection only after contract award. The register of proposals shall be in the custody of the purchasing agent who shall maintain same.
  - 2. Evaluation factors. The request for proposals shall set forth the evaluation factors to be used with the County reserving the right to accept or reject proposals if deemed in the best interest of the County.
  - 3. Discussion with responsible offerors and revisions to proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the information derived from proposals submitted by competing offerors.
  - 4. Award. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration past performance, price and the evaluation factors set forth in the Request for Proposals, as well as the criteria set forth in <a href="Section 3.05">Section 3.05</a>(1)(f) of this Code.
  - 5. Cancellation of invitations for bids or requests for proposals. An invitation for bids, a request for proposals or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when same is in the best interests of the County. The reasons thereof shall be made part of the contract file. Each solicitation issued by the County shall state that the solicitation may be cancelled and that any bid or proposal rejected in whole or in part when in the best interest of the County. Written notice of cancellation shall be sent to all businesses solicited.

- 6. Determination of nonresponsibility. If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility setting forth the basis of the finding shall be prepared by the purchasing agent. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the contract file and be made a public record.
- 7. Right of nondisclosure. Information furnished by a bidder or offeror pursuant to this section shall not be disclosed by the County outside of the office of the purchasing agent without prior written consent by the bidder or offeror provided, however, that the bidder or offeror as part of and with his bid sets forth in writing the data or information not to be disclosed and the reasons therefor, and the nondisclosure complies with State public records laws.
- 8. Reporting of anticompetitive practices. When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the District Attorney or the State Attorney General by the Corporation Counsel.
- E. Acceptance/Rejection of Proposals. Marathon County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Marathon County.

Bids/proposals MUST be date and time stamped by the office of the soliciting purchasing agent on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing agent's office

#### **Contract Requirements**

The resulting contract between Marathon County and the chosen proposal shall include the following mandatory contract provisions, subject to additional negotiation between Marathon County and the chosen provider:

- This contract shall be governed under the laws of the State of Wisconsin. The provider shall at all
  times comply with and observe all federal and state laws, local laws, ordinances, and regulations
  which are in effect during the period of this contract and which in any manner affect the work or
  its conduct. Marathon County reserves the right to cancel this contract if the provider fails to
  follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for
  collection of sales and use tax.
- The provider shall not commence work under this contract until all insurance required under this
  paragraph is obtained, and such insurance has been approved Marathon County, nor shall the
  provider allow any subcontractor to commence work on their subcontract until all similar
  insurance requirements have been obtained and approved.

- a. Provider must maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, provider shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by provider.
- b. Provider shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Provider, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:
  - 1. Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
  - 2. Professional Liability Coverage, \$1,000,000 per occurrence and \$2,000,000 in aggregate.
  - 3. Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
  - 4. Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.
  - c. Marathon County reserves the right to require higher or lower limits where warranted.
- 3. Provider shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that Provider meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Marathon County Risk Manager for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name Marathon County as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.
- 4. Marathon County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 5. No right or duty in whole or in part of the Provider under this contract may be assigned or delegated without the prior written consent of Marathon County.
- 6. Provider hereby agrees to release, indemnify, defend, and hold harmless Marathon County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type

or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Provider's officers, officials, employees, agents or assigns.

Marathon County hereby agrees to release, indemnify, defend, and hold harmless Provider, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Marathon County's officers, officials, employees, agents or assigns.

Marathon County does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

- 7. It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- 8. The parties hereto agree that the Provider, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Marathon County. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of Marathon County are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by Marathon County on behalf of the Contractor. Neither Marathon County nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint ventures for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venture with, or partner of, Marathon County.
- 9. Provider hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Provider further agrees and certifies that this clause shall be included in any subcontract of this contract. Marathon County also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.

#### **Compliance Requirements**

Statement of Compliance: Vendor has carefully reviewed Marathon County's required contract language, as set forth in the RFP pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in the contract document that conflict with Marathon County's contract language are superseded by Marathon County's required contract language.

Civil Rights Compliance Plan: In addition to the local requirements of the County's procurement codes, the State of Wisconsin requires that vendors of services supporting state funded human service programs have in place a Civil Rights Compliance Plan including an Affirmative Action Plan and a Language Access Plan. Details of the requirements will be provided upon request and before any fact-to-face interview with the selection panel.

Report and Correspondence Dissemination: Reports of both programmatic and fiscal activities will be required for the purpose of documenting the satisfactory meeting of program objectives. The contractor will be expected to participate in an ongoing evaluation of the services provided.

Non-Discrimination Language: All reports and correspondence written under the auspices of the agreement shall not employ language which could be construed as discriminatory on the basis of age, race, color, creed, religion, handicap, sex, sexual preference, or national origin.

Funding: Subject to the County's right to terminate the contract with or without cause, continuation of funding for these services for each subsequent calendar year through 2023 shall be based upon contractor's successful achievement of the program objectives and the availability of funding.



#### MARATHON COUNTY MEMORANDUM

TO: Human Resources/Finance and Property Committee

FROM: Marathon County Finance Department

DATE: February 2, 2021

RE: SALES TAX

# The following is a schedule of the sales tax for Marathon County Audit Year Recorded by County

Annual Budget Amount	\$	13,479,000	\$	13,000,000	\$ 11,900,000	\$	11,550,000	\$	11,293,400	Dollar Amount change increase/(decrease)						
Month Received  By the County		2020 Amount		2019 Amount	 2018 Amount		2017 Amount		2016 Amount	2020-2019 2019-2018			2018-2017	2017-2016		
January	\$	1,457,354	\$	1,142,431.09	\$ 800,452.34	\$	835,021.56	\$	1,071,768.26	\$	314,922.92	\$	341,978.75	\$	(34,569.22)	\$ (236,746.70)
February		1,130,210		1,256,386.48	1,260,468.63		1,081,664.27		887,794.05	\$	(126,176.56)	\$	(4,082.15)	\$	178,804.36	193,870.22
March		943,901		908,398.75	838,351.81		948,519.00		851,205.62	\$	35,502.66	\$	70,046.94	\$	(110,167.19)	97,313.38
April*		1,043,521		749,483.89	715,833.19		791,673.18		941,136.62	\$	294,037.46	\$	33,650.70	\$	(75,839.99)	(149,463.44)
May		939,203		1,142,062.73	1,158,593.07		992,137.81		810,552.70	\$	(202,859.52)	\$	(16,530.34)	\$	166,455.26	181,585.11
June		934,176		967,132.29	1,125,150.76		1,067,313.37		1,120,529.33	\$	(32,956.74)	\$	(158,018.47)	\$	57,837.39	(53,215.96)
July		1,288,655		1,222,717.04	1,000,229.05		970,452.53		1,047,724.58	\$	65,937.51	\$	222,487.99	\$	29,776.52	(77,272.05)
August		1,225,026		1,338,918.99	1,382,561.53		1,137,407.08		1,009,561.44	\$	(113,893.45)	\$	(43,642.54)	\$	245,154.45	127,845.64
September		1,183,964		922,822	925,330		1,099,652.84		1,054,144.47	\$	261,141.71	\$	(2,508.10)	\$	(174,322.80)	45,508.37
October		1,527,953		1,303,819	1,144,810		1,003,673.24		1,065,607.44	\$	224,133.83	\$	159,009.27	\$	141,136.56	(61,934.20)
November		971,350		1,267,223	1,297,956		1,157,596.57		1,003,044.47	\$	(295,873.47)	\$	(30,733.11)	\$	140,359.76	154,552.10
December		1,238,154		943,536.53	972,839.64		1,072,655.43		1,159,599.22	\$	294,617.60	\$	(29,303.11)	\$	(99,815.79)	(86,943.79)
Year to Date	_	13,883,465.97	_	13,164,932.02	12,622,576.19	_	12,157,766.88	_	12,022,668.20	_	718,533.95	_	542,355.83	_	464,809.31	135,098.68
Annual % incr\(decr)		5.5%		4.3%	3.8%		1.1%		3.7%							

<sup>\*</sup>April 2016 had an adjustment of (244,043.96)