



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING AGENDA

Date & Time of Meeting: **Wednesday, December 8, 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, Jennifer Aarrestad**

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 November 23, 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. Approval of the November 2021 Claims and Questioned Costs-Palmer
 2. Interdepartmental Budget Transfers
 - a. General Budget Transfers
 - b. Transfer for previous year DA staff invoice not billed by the State of Wisconsin
 3. Tax Deed Properties
 - a. 234495 Fire Station Road Wausau, WI
 4. Resolution on the Acceptance of the Opioid Settlement
 5. American Rescue Plan
 - a. ARPA process, criteria and timeline
 - b. Funding and Eligible Expense Categories
 - B. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
 1. Discussion and Possible Action-Repeal and Creation of new Marathon County Procurement Code
 2. Resolution to Amend the 2021 CIP for Courtroom and Jail audio/video enhancements
 3. Resolution to Amend the 2021 CIP for the 2020 CIP Big Eau Plaine Road Project
6. Policy Issues Discussion and Committee Determination-None
7. Announcements: Next Meeting Date-January 11, 2022 3:30 pm -2022 HRFC meeting schedule
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
Presiding Officer or Designee

Faxed to: Wausau Daily Herald 12/3/2021
Faxed to: City Pages
Faxed to: Record Review
Faxed by/time: K Palmer 12/3/2021 2:30 pm
Posted to the County Website:

NOTICE POSTED AT THE COURTHOUSE
By/Date/Time: K Palmer 12/3/2021 2:30 pm
www.co.marathon.wi.us



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING MINUTES

Date & Time of Meeting: **Tuesday, November 23, 2021 4:00 p.m.** Meeting Location: **Marathon County Courthouse, County Board Assembly Room, 500 Forest Street, Wausau WI 54403**
County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403

Members	Present/Web-Phone	Absent
Chair John Robinson	P	
Vice Chair Alyson Leahy	P	
Craig McEwen		E
Kurt Gibbs	P	
Yee Leng Xiong	W	
Jonathan Fisher	P	
Jennifer Aarrestad	P	

Also Present: Kristi Palmer, Lance Leonhard, Molly Adzic, Michael Puerner

VIA Web or Phone: Connie Beyersdorff, Jean Maszk

1. **Call Meeting Called to Order** by Supervisor Robinson at 4:00 pm

2. **Public Comment Period -None**

3. **Approval of the Minutes of:**

A. The October 26, 2021 Human Resources, Finance and Property Committee Meeting
Motion by Leahy and seconded by Aarrestad to approve the minutes; vote unanimous

4. **Educational Presentations/Outcome Monitoring Reports**

A. Update on Neighborhood Investment Grant Submissions

There have been 4 grant applications made in regards to the Badger Bounce Back program. Three grants were provided to you in the packet. There is one grant that was submitted to the Department of Tourism as well.

B. Draft 2021 County Financial Report -October 31, 2021

Palmer did not have the reports provide in the packet but will email the committee the draft report.

C. American Rescue Plan Update

1. ARPA process, criteria and timeline

The committee discussed the ARPA funding feedback and expense categories

2. Funding and Eligible Expenses Categories

Supervisor Robinson discussed an ARPA funding spreadsheet he created and that can model can initiate the discussion on the ARPA funding. Gibbs-I advocate that we allocate the maximum amount to Lost Revenue as that provides the County the most flexibility in how it can spend the funds. These funds can be used for Public Safety or Public Health but we do not run the risk of having the Treasury "claw back" fund that were used in the more regulated buckets. Robinson-We have a fiduciary duty to the Federal Government to use these funds for Covid categories. Are we doing vaccines, are we doing mental health? Fisher-Allocating the funds to the Revenue Lost to secure the dollars and then allocate the funds in regards to the analysis and deployed to where they are needed most. Gibbs-We are not going to go spend them to just spend them. I feel that the lost revenue provides us the most flexibility and if there is a project that comes before the Board and there is not funding in the specific category bucket then there needs to be a change for the board to move forward on the project. Leahy-The overall idea of the allocation is a good idea to how we thought about allocating the funds but the lost revenue allocation is a large sum. Aarrestad-I like the idea of the allocation of the funds. Robinson-What percentage of the allocation do you want to allocate of the total amount for 2022? Would you like us to bring back a refined process for allocation the funds? Gibbs-We do not have the ARPA final rules, there is a large Federal Infrastructure bill that will be providing the funding for highways and bridges and I do not want to spend dollars where there may be funding from different sources. We will have a better sense once we go through the application period and see what the applications are and do some hard work on if the applications meet the needs of the community and are eligible for the funding. I have seen the PPP and seen how it was applied throughout the country and there are some recipients that did not need it. Robinson-We can do a lot of things but we need an allocation to each bucket for movement on this program. Fisher-Would we have a way to get a general idea to forecast that out for more than one year on lost revenue? We can project it but we have not been able to finalize the lost revenue from NCHC portion of lost revenue that should be allocated back to Marathon County. We have 2020's figure for Marathon County and Mount View Care Center's lost revenue but not for the NCHC portion attributable to Marathon County. Robinson-Do you want to set up a formula and allocate funding to buckets? We need to have a process to allocate funding or wait until we review the original applications. Leonhard-Whatever projects we move forward we are going to account for those projects from the Lost Revenue Bucket for flexibility purposes. Homework-Each committee member can look at the Expense Categories in the packet and look at the Community Feedback

categories and try to match the funding to the feedback requests and see where they would fit and if they not fit a specific category, then we would use Lost Revenue. This exercise would be helpful in drafting the bucket allocations. This would be a face to face discussion.

Follow Up: Robinson would ask for a special meeting in early January to discuss further

5. Operational Functions required by Statute, Ordinance, or Resolution:

A. Discussion and Possible Action by Human Resources and Finance and Property Committee-None

6. Discussion and Possible Action by Committee to Forward to the County Board for its consideration

A. Tentative Agreements for Collective Bargaining Between Marathon County Sheriff's Lieutenants and Deputy Associations

Gibbs-We have heard the need for a comprehensive pay study but there is a significant need to determine what the cost will be in the future

Motion by Gibbs and seconded by Fisher to approve the settlement and forward to the County Board.

7. Policy Issues Discussion and Committee Determination

A. 2018-2022 Strategic Plan-Hold over this item

8. Announcements:

Next Meeting Date- **December 7, 2021 at 3:30 p.m. WebEx or Assembly Room**

Robinson requests a change to the December 8 at 3:30 instead of December 7, 2021.

There will be a special January meeting date to discuss the ARPA funding work.

9. Adjourn-Motion by Aarrestad and seconded by Fisher to adjourn at 5:20 pm

Please Remit To:
DEPARTMENT OF ADMINISTRATION
DRAWER #622
MILWAUKEE WI 53293



INVOICE
State of Wisconsin
District Attorneys

Bill To:

000020
MARATHON COUNTY
ATTN: NANCY SOLBERG
DISTRICT ATTORNEY'S OFFICE - B34
500 FOREST STREET
WAUSAU WI 54403-5554

Invoice No: 475-000000428
Invoice Date: 1/6/19
Page: 1 of 1

Customer Number: MUNI000409
Payment Terms: NET30
Due Date: 2/5/19

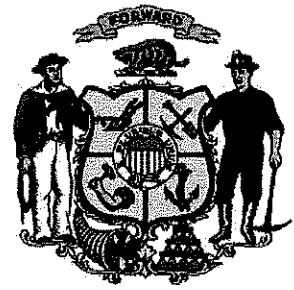
AMOUNT DUE: 20,376.33 USD

Amount Remitted

For billing questions, please call 608-267-2700

Line	Identifier	Description	Project	Quantity	UOM	Unit Amt	Original Net Amount	
1	DA BILLING	SFY19-2ND QTR		1.00	QTR	20,031.37	20,031.37	
		Billing for 100% of salary and fringe benefits of federal or state grant funded positions in District Attorney's offices for the VAWA Grant.						
2	DA BILLING	PENSION OBLIGATION		1.00	QTR	344.96	344.96	
	Subtotal:						20,376.33	
	Amount Due:						20,376.33	

Please Remit To:
DEPARTMENT OF ADMINISTRATION
DRAWER #622
MILWAUKEE WI 53293



Bill To:

INVOICE
State of Wisconsin
District Attorneys

000021
MARATHON COUNTY
ATTN: NANCY SOLBERG
DISTRICT ATTORNEY'S OFFICE - B34
500 FOREST STREET
WAUSAU WI 54403-5554

Invoice No: 475-000000429
Invoice Date: 1/6/19
Page: 1 of 1

Customer Number: MUNI000409
Payment Terms: NET30
Due Date: 2/5/19

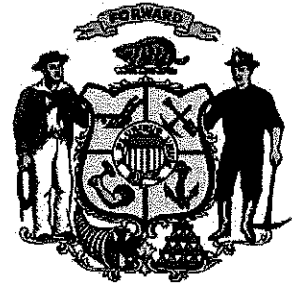
AMOUNT DUE: 12,164.89 USD

Amount Remitted

For billing questions, please call 608-267-2700

Line	Identifier	Description	Project	Quantity	UOM	Unit Amt	Original Net Amount	
1	DA BILLING	SFY19-2ND QTR		1.00	QTR	11,987.35	11,987.35	
		Billing for 100% of salary and fringe benefits of federal or state grant funded positions in District Attorney's offices for Alexander FDN Grant.						
2	DA BILLING	PENSION OBLIGATION		1.00	QTR	177.54	177.54	
		Subtotal:					12,164.89	
		Amount Due:					12,164.89	

Please Remit To:
 DEPARTMENT OF ADMINISTRATION
 DRAWER #622
 MILWAUKEE WI 53293



INVOICE
 State of Wisconsin
 District Attorneys

Bill To:

000022
 MARATHON COUNTY
 ATTN: NANCY SOLBERG
 DISTRICT ATTORNEY'S OFFICE - B34
 500 FOREST STREET
 WAUSAU WI 54403-5554

Invoice No: 475-000000430
 Invoice Date: 1/6/19
 Page: 1 of 1

Customer Number: MUNI000409
 Payment Terms: NET30
 Due Date: 2/5/19
 AMOUNT DUE: 16,388.87 USD

Amount Remitted

For billing questions, please call 608-267-2700

Line	Identifier	Description	Project	Quantity	UOM	Unit Amt	Original Net Amount	
1	DA BILLING	SFY19-2ND QTR		1.00	QTR	16,170.13	16,170.13	
		Billing for 100% of salary and fringe benefits of federal or state grant funded positions in District Attorney's offices for Comm Conf Grant.						
2	DA BILLING	PENSION OBLIGATION		1.00	QTR	218.74	218.74	
	Subtotal:						16,388.87	
	Amount Due:						16,388.87	



MARATHON COUNTY TAX DEED LAND SALE

#2021-14

Town of Wausau

234495 Fire Station Road, Wausau

#080-2908-152-0989

\$16,000

**APPRAISAL REPORT
OF**



234495 FIRE STATION RD
WAUSAU, WI 54403

PREPARED FOR

NO AMC
MARATHON COUNTY CLERK
500 FOREST ST
WAUSAU WI 54403

AS OF

09/06/2021

PREPARED BY

meyer appraisal service
4503 AUGUSTINE AVE
WESTON, WI 54476

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meyer appraisal service
4503 AUGUSTINE AVE
WESTON, WI 54476
581 3077877

09/07/2021

MARATHON COUNTY CLERK
500 FOREST ST
WAUSAU WI 54403

RE: 234495 FIRE STATION RD
WAUSAU, WI 54403
File No. MARATHON COUNTY
Case No.

Dear

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

234495 FIRE STATION RD, WAUSAU, WI 54403

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 09/06/2021 is:

\$ 16,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature: _____



Gordon A Meyer

SUMMARY OF SALIENT FEATURES

File No. MARATHON COUNTY

SUBJECT INFORMATION	
Subject Address	234495 FIRE STATION RD
Legal Description	SEE ADDENDUM
City	WAUSAU
County	Marathon
State	WI
Zip Code	54403
Census Tract	8
Map Reference	59
SALES PRICE	
Sale Price	\$
Date of Sale	N/A
CLIENT	
Borrower	
Lender/Client	MARATHON COUNTY CLERK
DESCRIPTION OF IMPROVEMENT	
Size (Square Feet)	784
Price per Square Foot	\$ 0.00
Location	N:Res;
Age	61
Condition	C5
Total Rooms	4
Bedrooms	1
Baths	1.0
APPRAISER	
Appraiser	Gordon A Meyer
Date of Appraised Value	09/06/2021
VALUE	
Final Opinion of Value \$	16,000

Borrower						
Property Address 234495 FIRE STATION RD						
City	WAUSAU	County	Marathon	State	WI	Zip Code 54403
Lender/Client	MARATHON COUNTY CLERK		Address	500 FOREST ST, WAUSAU WI 54403		



**FRONT OF
SUBJECT PROPERTY**
234495 FIRE STATION RD
WAUSAU, WI 54403



**REAR OF
SUBJECT PROPERTY**



STREET SCENE

meyer appraisal service
SUBJECT PHOTO ADDENDUM

File No. MARATHON COUNTY

Borrower						
Property Address 234495 FIRE STATION RD						
City	WAUSAU	County	Marathon	State	WI	Zip Code 54403
Lender/Client	MARATHON COUNTY CLERK		Address	500 FOREST ST. WAUSAU WI 54403		



SIDE



GARAGE/LEAN TO



GARAGE INTERIOR

Borrower

Property Address	234495 FIRE STATION RD						
City	WAUSAU	County	Marathon	State	WI	Zip Code	54403
Lender/Client	MARATHON COUNTY CLERK		Address	500 FOREST ST, WAUSAU WI 54403			



SOFFIT'S



GARAGE DOOR AND FLOOR



OIL ON GROUND

Borrower						
Property Address 234495 F. RE STATION RD						
City WAUSAU	County	Marathon	State	WI	Zip Code	54403
Lender/Client MARATHON COUNTY CLERK	Address 500 FOREST ST, WAUSAU WI 54403					



SIDING/SOFFIT'S



ROOF



LEAN TO

Borrower							
Property Address	234495 FIRE STATION RD						
City	WAUSAU	County	Marathon	State	WI	Zip Code	54403
Lender/Client	MARATHON COUNTY CLERK		Address	500 FOREST ST, WAUSAU WI 54403			



BACK STEPS



KITCHEN



BATH

meyer appraisal service
SUBJECT PHOTO ADDENDUM

File No. MARATHON COUNTY

Borrower

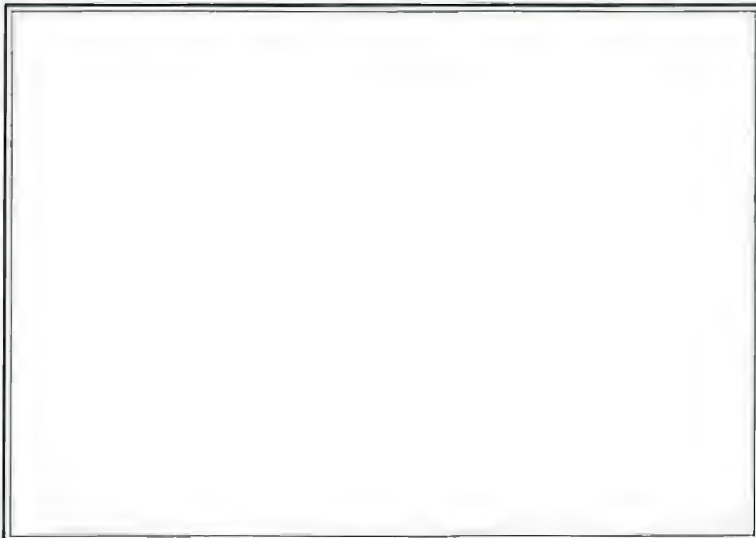
Property Address	234495 FIRE STATION RD						
City	WAUSAU	County	Marathon	State	WI	Zip Code	54403
Lender/Client	MARATHON COUNTY CLERK		Address	500 FOREST ST, WAUSAU WI 54403			



YARD



YARD



Borrower

Property Address	234495 FIRE STATION RD							
City	WAUSAU	County	Marathon	State	W	Zip Code	54403	
Lender/Client	MARATHON COUNTY CLERK		Address				500 FOREST ST, WAUSAU WI 54403	



COMPARABLE SALE # 1
W 4896 STATE HIGHWAY 64
ELTON, WI 54430



COMPARABLE SALE # 2
1736 GREEN ACRES ROAD
MOS NEE, W 54455



COMPARABLE SALE # 3
121372 COUNTY RD L
ATHENS, WI 54411

Uniform Residential Appraisal Report

The purpose of this appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **234495 FIRE STATION RD** City **WAUSAU** State **WI** Zip Code **54403**
 Borrower _____ Owner of Public Record **MARATHON COUNTY CLERK** County **Marathon**
 Legal Description **SEE ADDENDUM**
 Assessor's Parcel # **080-2908-152-0989** Tax Year **2020** R.E. Taxes \$ **0**
 Neighborhood Name **WAUSAU** Map Reference **59** Census Tract **8**
 Occupant Owner Tenant Vacant Special Assessments \$ **0** PUD HOA \$ **0** per year **0** per month
 Property Rights Appraised Fee Simple Leasehold Other (describe) _____
 Assignment Type Purchase Transaction Refinance Transaction Other (describe) **ESTIMATE VALUE FOR QUICK AND REASONABLE SALE**
 Lender/Client **MARATHON COUNTY CLERK** Address **500 FOREST ST, WAUSAU WI 54403**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used, offerings price(s), and date(s) **OWNER**

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed _____

Contract Price \$ _____ Date of Contract _____ Is the property seller the owner of public record? Yes No Data Source(s) _____
 Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. ; ; _____

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %
Location	Urban	Suburban	Rural	Property Values	Increasing	Stable	Declining	PRICE	AGE	One-Unit
Built-Up	Over 75%	25-75%	Under 25%	Demand/Supply	Shortage	In Balance	Over Supply	\$ (000)	(Yrs)	2-4 Unit
Growth	Rapid	Stable	Slow	Marketing Time	Under 3 mths	3-6 mths	Over 6 mths	30	Low	Multi-Family
Neighborhood Boundaries THE NEIGHBORHOOD IS NORTH TO HIGHWAY 64 WEST TO HIGHWAY 97 EAST TO H.GHWAY J AND SOUTH TO HIGHWAY 29								400	High	80
Neighborhood Description THE SUBJECT IS LOCATED IN A RURAL AREA SEVERAL MILES NORTHWEST OF WAUSAU. THE AREA IN RURAL IN NATURE AND INCLUDED FARM FIELDS, WOOD LANDS AS WELL AS A NUMBER OF SINGLE FAMILY HOMES ALONG THE ROADWAYS								165	Pred.	35
								Other	VAC	80 %

Market Conditions (including support for the above conclusions) **THE GENERAL MARKET CONDITIONS HAVE IMPROVED THE PAST SEVERAL YEARS WITH HIGHER PRICING AND SHORTER MARKET T.MES.**

Dimensions **IRREGULAR** Area **1.01 ac** Shape **Irregular** View **N; Woods;**
 Specific Zoning Classification **AGRICULTURAL** Zoning Description **AGRICULTURAL, RESIDENTIAL PERMITTED**
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe) _____
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe. _____

Utilities **Public Other (describe)** **Public Other (describe)** **Off-site Improvements--Type** **Public Private**
 Electricity Water Well Street paved
 Gas Sanitary Sewer Septic Tank Alley **None**

FEMA Special Flood Hazard Area Yes No FEMA Flood Zone **X** FEMA Map # **55073CO410F** FEMA Map Date **07/22/2010**
 Are the utilities and/or off-site improvements typical for the market area? Yes No If No, describe. _____
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe. _____
THIS SITE CONFORMS WITH LOCAL ZONING. THERE IS NO INDICATION OF ANY ADVERSE EASEMENTS OR ENCR OACHMENTS

General Description			Foundation		Exterior Description materials/condition		Interior materials/condition	
Units	<input checked="" type="checkbox"/> One	<input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab	<input type="checkbox"/> Crawl Space	Foundation Walls	Concrete/AVE	Floors	C/V/FAIR
# of Stories	1		<input checked="" type="checkbox"/> Full Basement	<input type="checkbox"/> Partial Basement	Exterior Walls	WOOD/HRD BARD/AVE	Walls	WALL BOARD/AVE
Type	<input checked="" type="checkbox"/> Det.	<input type="checkbox"/> Att. <input type="checkbox"/> S-Del./End Unit	Basement Area	784 sq. ft.	Roof Surface	Shingle/POOR	Trim/Finish	Wood/AVE
<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Proposed	<input type="checkbox"/> Under Const.	Basement Finish	0 %	Gutters & Downspouts	Alum/AVE	Bath Floor	Vinyl/FAIR
Design (Style)	MOBILE HOME		<input checked="" type="checkbox"/> Outside Entry/Exit	<input type="checkbox"/> Sump Pump	Window Type	DF/DATED	Bath Wainscot	INSERT/AVE
Year Built	~1960		Evidence of	<input type="checkbox"/> Infestation	Storm Sash/Insulated	COMB/DATED	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs)	50		<input type="checkbox"/> Dampness	<input type="checkbox"/> Settlement	Screens	CCMB/DATED	<input checked="" type="checkbox"/> Driveway	# of Cars 3
Attic	<input checked="" type="checkbox"/> None		Heating	FWA <input type="checkbox"/> HWBR <input checked="" type="checkbox"/> Radiant	Amenities	<input checked="" type="checkbox"/> Woodstove(s) # 0	Driveway Surface	GRAVEL
<input type="checkbox"/> Drop Stair	<input type="checkbox"/> Stairs		<input type="checkbox"/> Other	Fuel <input type="checkbox"/> Electric	Fireplaces #	0	Fence	NONE
<input type="checkbox"/> Floor	<input type="checkbox"/> Scuttle		Cooling	Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck	<input checked="" type="checkbox"/> Porch	Carport	# of Cars 0
<input type="checkbox"/> Finished	<input type="checkbox"/> Heated		<input type="checkbox"/> Individual	Other	Pool	NONE	Other	None
Appliances	Refrigerator	Range/Oven	Dishwasher	Disposal	Microwave	Washer/Dryer	Other (describe)	
Finished area	above grade contains:		4 Rooms	1 Bedrooms	1.0 Bath(s)	784 Square Feet of Gross Living Area Above Grade		
Additional features (special energy efficient items, etc.) THE SUBJECT INCLUDES OPEN DECK, 6X8 ENCLOSED ENTRY, ATTACHED 1 CAR GARAGE PLUS PORT. IT WAS INDICATED IT HAS A WOOD STOVE AND ELECTRIC HEAT								
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C5; No updates in the prior 15 years; See comments - SUBJECT CONDITION								
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe THE ROOF NEEDS TO BE REPLACED.								
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe THE SUBJECT CONFORMS WITH THE AREA BOTH IN TERMS OF STYLE AS WELL AS VALUE RANGE								

Uniform Residential Appraisal Report

There are		comparable properties currently offered for sale in the subject neighborhood ranging in price from \$				to \$	
There are		3 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$		25,000		to \$ 55,750	
FEATURE	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3			
Address	234495 FIRE STATION RD WAUSAU, WI 54403	W 4896 STATE HIGHWAY 64 ELTON, WI 54430	1736 GREEN ACRES ROAD MOSINEE, WI 54455	121372 COUNTY RD L ATHENS, WI 54411			
Proximity to Subject		34.24 miles E	14.39 miles S	24.77 miles W			
Sale Price	\$	25,000	\$ 45,000	\$ 55,750			
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 28.57 sq. ft.	\$ 60.73 sq. ft.	\$ 45.85 sq. ft.			
Data Source(s)		MLS# 22003324;DOM 29	MLS# 21814318;DOM 68	MLS# 22000747;DOM 111			
Verification Source(s)		LANGLADE CO LAND REC	MARATHON COUNTY REC	MARATHON COUNTY REC			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment
Sale or Financing		Armlth		Armlth		Armlth	
Concessions		Conv:0		Cash:0	0	Conv:0	
Date of Sale/Time		s07/20;Unk	0	s01/20;Unk	0	s06/20;Unk	0
Location	N;Res:	N;Res:		N;Res:		N;Res:	
Leasehold/Fee Simple	Fee Simple	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site	1.01 ac	32670 sf	0	2.00 ac	-2,000	4.58 ac	-7,000
View	N;Woods:	N;Res;Woods	0	N;Res;Woods	0	N;Woods:	0
Design (Style)	DT1;MOBILE HOME	DT1;MOBILE HOME		DT1;MOBILE HOME		DT1;MOBILE HOME	
Quality of Construction	Q4	Q4		Q4		Q4	
Actual Age	~59	42	0	~48	0	~31	0
Condition	C5	C4	-10,000	C4	-20,000	C4	-20,000
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	4 1 1.0	4 2 1.0	0	5 3 1.0	0	5 3 2.0	-4,000
Gross Living Area	784 sq. ft.	875 sq. ft.	-1,638	741 sq. ft.	0	1,216 sq. ft.	-7,776
Basement & Finished	784sf0sfwo	800sf0sfm		0sf	0	0sf	0
Rooms Below Grade					+4,000		+4,000
Functional Utility	Average	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	Radiant	GAS/NONE		GAS/AIR	-1,500	GAS/NONE	0
Energy Efficient Items	INSULATION	INSULATION		INSULATION		INSULATION	
Garage/Carport	1ga3dw	2gd2dw		1gd2dw	0	2dw	+1,000
Porch/Patio/Deck	Deck/ENTRY	DECK		PORCH	0	DECK	0
Fireplaces	WOOD STOVE	NONE		NONE		NONE	
	LEAN TO	NONE	+1,000	NONE	+1,000	SHED	-2,000
PROPERTY CLEAN UP			-4,000		-4,000		-4,000
Net Adjustment (Total)			\$ -14,638		\$ -22,500		\$ -39,776
Adjusted Sale Price of Comparables		Net Adj: -59% Gross Adj: 67%	\$ 10,362	Net Adj: -50% Gross Adj: 72%	\$ 22,500	Net Adj: -71% Gross Adj: 89%	\$ 15,974

SALES COMPARISON ANALYSIS

1 did not research the sale or transfer history of the subject property and comparable sales. If not, explain

Mv research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) COUNTY

Mv research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) COUNTY

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
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Date of Prior Sale/Transfer

Price of Prior Sale/Transfer

Data Source(s) MARATHON CO LAND REC LANGLADECO LAND REC MARATHON CO LAND REC MARATHON CO LAND REC

Effective Date of Data Source(s) 09/06/2021 09/06/2021 09/06/2021 09/06/2021

Analysis of prior sale or transfer history of the subject property and comparable sales

THE SUBJECT HAS NOT SOLD IN 3 YEARS, AND IT DOES NOT APPEAR THAT ANY OF THE COMPARABLE SALES HAVE RESOLD IN A 12 MONTH PERIOD OF TIME PRIOR TO THE LAST SALE DATE INDICATED.

Summary of Sales Comparison Approach ALL SALES ARE MOBILE HOMES, SALE 1 IS A MODEST HOME SIMILAR TO THE SUBJECT, SALES 2 & 3 ARE IN MUCH BETTER CONDITION THAN THE SUBJECT, THEY DO NOT HAVE A BASEMENT, ADJUSTMENTS WERE MADE FOR SIZE, CONDITION AND THE YARD CLEAN UP NEEDED FOR THE SUBJECT. THE SUBJECT GARAGE AND LEAN TO WERE GIVEN VERY LITTLE VALUE, SALES 2 & 3 ARE GIVEN THE MOST WEIGHT GIVEN THEIR LOCATIONS.

Indicated Value by Sales Comparison Approach \$ 16,000

Indicated Value by: Sales Comparison Approach \$ 16,000 Cost Approach (if developed) \$ 22,500 Income Approach (if developed) \$ 0

THE SALES COMPARISON APPROACH WAS GIVEN MORE WEIGHT THAN THE COST APPROACH, THE INCOME APPROACH WAS NOT INCLUDED SINCE IT WOULD NOT BE TYPICAL TO BUY THIS AND USE IT FOR A RENTAL.

This appraisal is made "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is

\$ 16,000 as of 09/06/2021, which is the date of inspection and the effective date of this appraisal.

RECONCILIATION

Uniform Residential Appraisal Report

ADDITIONAL COMMENTS	LEGAL DESCRIPTION	
	SEC 15-29-08 PART OF SW1/4 NW1/4 W 104.36' OF -COM AT W 1/4 COR OF SEC MN 88DEG E 760.02' N 1 DEG W 2.72' TO POB, E 313.14' N 1 DEG W 417.44' W 313.08' S 1 DEG E 417.44' TO BEG N/D/A/ LOT 1 CSM VOL 11 PAGE 63, MAP # 2893, MARATHON COUNTY WISCONSIN	
	LOT SIZE PER COUNTY 1.01 ACRES	
	THE REPORT WAS COMPLETED TO ESTIMATE THE CURRENT MARKET VALUE OF THE SUBJECT WITH OWNERSHIP IN FEE SIMPLE TO BE USED BY MARATHON COUNTY CLERK TO ESTIMATE MARKET VALUE FOR QUICK AND REASONABLE SALE. THEY ARE THE INTENDED USER OF THIS REPORT.	
	THE SUBJECTS SITE WOULD HAVE A HIGHEST AND BEST USE AS IF VACANT AS A RESIDENTIAL SITE	
	THE SCOPE OF WORK INCLUDED MY PERSONAL INSPECTION OF THE SUBJECT PROPERTY, REVIEW OF GOVERNMENT DATA ON THE SUBJECT, REVIEW OF POTENTIAL COMPARABLE SALES AND LISTINGS IN THE CENTRAL WISCONSIN MLS SERVICE AS WELL AS A REVIEW OF VACANT SITE SALES FOR USE IN THE SITE SECTION OF THE COST APPROACH.	
	THE DEFINITION OF MARKET VALUE IS INCLUDED AND TAKEN FROM FIRREA	
	EXPOSURE TIME IS ESTIMATED AT 90 DAYS MARKET TIME 90-120 DAYS	
	THE REPORT WAS ORDERED BY MARATHON COUNTY CLERK	
	I HAVE NOT COMPLETED A REPORT ON THIS PROPERTY IN THE PAST 36 MONTHS	
ALL MECHANICAL SYSTEMS WERE ON AND FUNCTIONAL AT THE TIME OF THE INSPECTION, ALL UTILITY SERVICES WERE FUNCTIONAL		
COMPARABLE PICTURES TAKEN FOR THESE OR OTHER REPORTS		
THE SUBJECT HAS A WELL AND SEPTIC SERVICE, THESE ARE TYPICAL FOR THE AREA. THE EXTRAORDINARY ASSUMPTION IS MADE THAT THEY ARE TO CODE AND ADEQUATE. THERE IS NO PUBLIC SEWER AND WATER AVAILABLE.		
THE SUBJECT WAS VIEWED FROM THE EXTERIOR AND THE OWNER TOOK TWO PICTURES INSIDE AND I DISCUSSED THE CONDITION WITH HIM. HE HAD A LARGE DOG AND IT APPEARED I WAS BETTER OFF NOT ENTERING THE HOME. THE EXTRAORDINARY ASSUMPTION IS MADE THE INTERIOR CONDITION OF THE SUBJECT INCLUDING THE BASEMENT IS AS DESCRIBED BY OWNER		
COST APPROACH TO VALUE (not required by Fannie Mae.)		
Provide adequate information for the lender/client to replicate your cost figures and calculations. Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) VACANT SITES SALES FROM OFFICE DATA OR THE AREA MLS SERVICE PROVIDES THE BASE FOR THE SITE VALUE ESTIMATE.		
COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE = \$ 14,000
	Source of cost data LOCAL BUILDING COST INFORMATION	Dwelling 784 Sq. Ft. @ \$ = \$ 0
	Quality rating from cost service AVE Effective date of cost data 2010	Bsmnt. 784 Sq. Ft. @ \$ = \$ 0
	Comments on Cost Approach (gross living area calculations, depreciation, etc.)	
	THE COST APPROACH WAS NOT INCLUDED GIVEN THE AGE OF THE HOME	Garage/Carport Sq. Ft. @ \$ = \$ 0
		Total Estimate of Cost-new = \$ 0
		Less Physical 91 Functional 0 External 0
		Depreciation 0 0 0 = \$ (0)
		Depreciated Cost of Improvements = \$ 0
		As-is Value of Site Improvements = \$ 8,500
Estimated Remaining Economic Life (HUD and VA only) 5 Years	Indicated Value By Cost Approach = \$ 22,500	
INCOME APPROACH TO VALUE (not required by Fannie Mae.)		
Estimated Monthly Market Rent \$ 0 X Gross Multiplier 0.00 = \$ 0	Indicated Value by Income Approach	
Summary of Income Approach (including support for market rent and GRM) THE INCOME APPROACH WAS NOT INCLUDED		
PROJECT INFORMATION FOR PUDs (if applicable)		
Is the developer/builder in control of the Homeowner's Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached		
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.		
Legal Name of Project		
Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion.		
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data source.		
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.		
Are the common elements leased to or by the Homeowner's Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.		
Describe common elements and recreational facilities.		

meyer appraisal service
COMMENT ADDENDUM

File No. MARATHON COUNTY

Borrower

Property Address	234495 FIRE STATION RD						
City	WAUSAU	County	Marathon	State	WI	Zip Code	54403
Lender/Client	MARATHON COUNTY CLERK		Address 500 FOREST ST, WAUSAU WI 54403				

DEFINITIONS

WHEN USED WITHIN A REPORT THE FOLLOWS ITEMS ARE DEFINED AS"

HYPOTHETICAL CONDITION: A CONDITION DIRECTLY RELATED TO A SPECIFIC ASSIGNMENT, WHICH CONTRARY TO WHAT IS KNOWN BY THE APPRAISER TO EXIST ON THE EFFECTIVE DATE OF THE ASSIGNMENT RESULTS, BUT IS USED FOR THE PURPOSES OF ANALYSIS

EXTRAORDINARY ASSUMPTION: AN ASSUMPTION, DIRECTLY RELATED TO A SPECIFIC ASSIGNMENT, AS OF THE EFFECTIVE DATE OF THE ASSIGNMENT RESULTS, WHICH, IF FOUND TO BE FALSE, COULD ALTER THE APPRAISER'S OPINIONS OR CONCLUSIONS

COUNTY LAND RECORDS: COMPUTER PROPERTY RECORDS FOR EACH PROPERTY WITHIN A COUNTY.

EXPOSURE TIME: ESTIMATED LENGTH OF TIME THAT THE PROPERTY INTEREST BEING APPRAISED WOULD HAVE BEEN OFFERED ON THE MARKET PRIOR TO THE HYPOTHETICAL CONSUMMATION OF A SALE AT MARKET VALUE ON THE EFFECTIVE DATE OF THE APPRAISAL

SOME OF THE DATA IS OVER 6 MONTHS OLD AND SOME OVER 1 MILE FROM THE SUBJECT. THE SUBJECT IS A RURAL OLDER MOBILE HOME AND SIMILAR DATA IS VERY SCATTERED.

Uniform Residential Appraisal Report

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

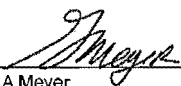
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Gordon A Meyer
 Company Name meyer appraisal service
 Company Address 4503 AUGUSTINE AVE
WESTON, WI 54476
 Telephone Number 715 359 2445
 Email Address GMEYERAPPRAISAL@GMAIL.COM
 Date of Signature and Report 09/07/2021
 Effective Date of Appraisal 09/06/2021
 State Certification # 1040-10
 or State License # _____
 or Other (describe) _____ State # _____
 State WI
 Expiration Date of Certification or License 12/14/2021

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

ADDRESS OF PROPERTY APPRAISED

234495 FIRE STATION RD
WAUSAU, WI 54403

APPRAISED VALUE OF SUBJECT PROPERTY \$ 16,000

LENDER/CLIENT

Name NO AMC
 Company Name MARATHON COUNTY CLERK
 Company Address 500 FOREST ST
WAUSAU WI 54403
 Email Address _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

**UNIFORM APPRAISAL DATASET (UAD)
Property Condition and Quality Rating Definitions**

Requirements - Condition and Quality Ratings Usage

Appraisers must utilize the following standardized condition and quality ratings within the appraisal report.

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. It's estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability are somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

**UNIFORM APPRAISAL DATASET (UAD)
Property Condition and Quality Rating Definitions**

File No. MARATHON COUNTY

Quality Ratings and Definitions**Q1**

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Requirements - Definitions of Not Updated, Updated and Remodeled**Not Updated**

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

Borrower

Property Address	234495 FIRE STATION RD						
City	WAUSAU	County	Marathon	State	WI	Zip Code	54403
Lender/Client	MARATHON COUNTY CLERK		Address 500 FOREST ST, WAUSAU WI 54403				

SUBJECT	COMP 1	COMP 2	COMP 3
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COMP 4	COMP 5	COMP 6
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Borrower

Property Address 234495 FIRE STATION RD

City WAUSAU County Marathon State WI Zip Code 54403

Lender/Client MARATHON COUNTY CLERK Address 500 FOREST ST, WAUSAU WI 54403

NO. 1040 - 10

EXPIRES 12/14/2021

The State of Wisconsin
Department of Safety and Professional Services

Hereby certifies that
GORDON A MEYER

was granted a certificate to practice as a
CERTIFIED GENERAL APPRAISER, ELIGIBLE TO APPRAISE FEDERALLY
RELATED TRANSACTIONS IS AQB COMPLIANT

in the State of Wisconsin in accordance with Wisconsin Law
on the 7th day of January in the year 2000.

The authority granted herein must be renewed each biennium by the granting authority.

In witness thereof, the State of Wisconsin
Department of Safety and Professional Services
has caused this certificate to be issued under
its official seal.



[Signature]
State Secretary

This certificate was printed on the 16th day of December in the year 2019

Borrower

Property Address 234495 FIRE STATION RD
 City WAUSAU County Marathon State WI Zip Code 54403
 Lender/Client MARATHON COUNTY CLERK Address 500 FOREST ST, WAUSAU WI 54403

Marathon County

Owner (s):
MARATHON COUNTY

Location:
SW1/4 NW1/4, Sect. 15, T29N, R8E

Mailing Address:
**MARATHON COUNTY
 500 FOREST ST
 WAUSAU, WI 54403**

School District:
6223 - WAUSAU

Request Mailing Address Change

Tax Parcel ID Number: Tax District: Status:
080-2908-152-0989 080-TOWN OF WAUSAU Active

Alternate Tax Parcel Number: Government Owned: Acres:
40-152908-007-005-00-00 1.01

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
SEC 15-29-08 PT OF SW 1/4 NW 1/4 W 104.36' OF - COM AT W 1/4 COR OF SEC N 88 DEG E 760.02' N 1 DEG W 2.72' TO POB E 313.14' N 1 DEG W 417.44' W 313.08 FT S 1 DEG E 417.44' TO BEG N/D/A LOT 1 CSM VOL 11 PG 63 (#2893) (DOC #783041)

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)
234495 FIRE STATION RD WAUSAU, WI 54403

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Omitted Tax	Bill Taxes Paid	Taxes Due	Interest	Penalty	Fees	Total Payoff
2020	\$145.00	\$0.00	\$145.00	\$11.60	\$5.80	\$0.00	\$162.40
2019	\$145.50	\$0.00	\$145.50	\$29.10	\$14.55	\$0.00	\$189.15
2018	\$139.00	\$0.00	\$139.00	\$44.48	\$22.24	\$0.00	\$205.72
2017	\$135.00	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$132.00	\$132.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$557.27

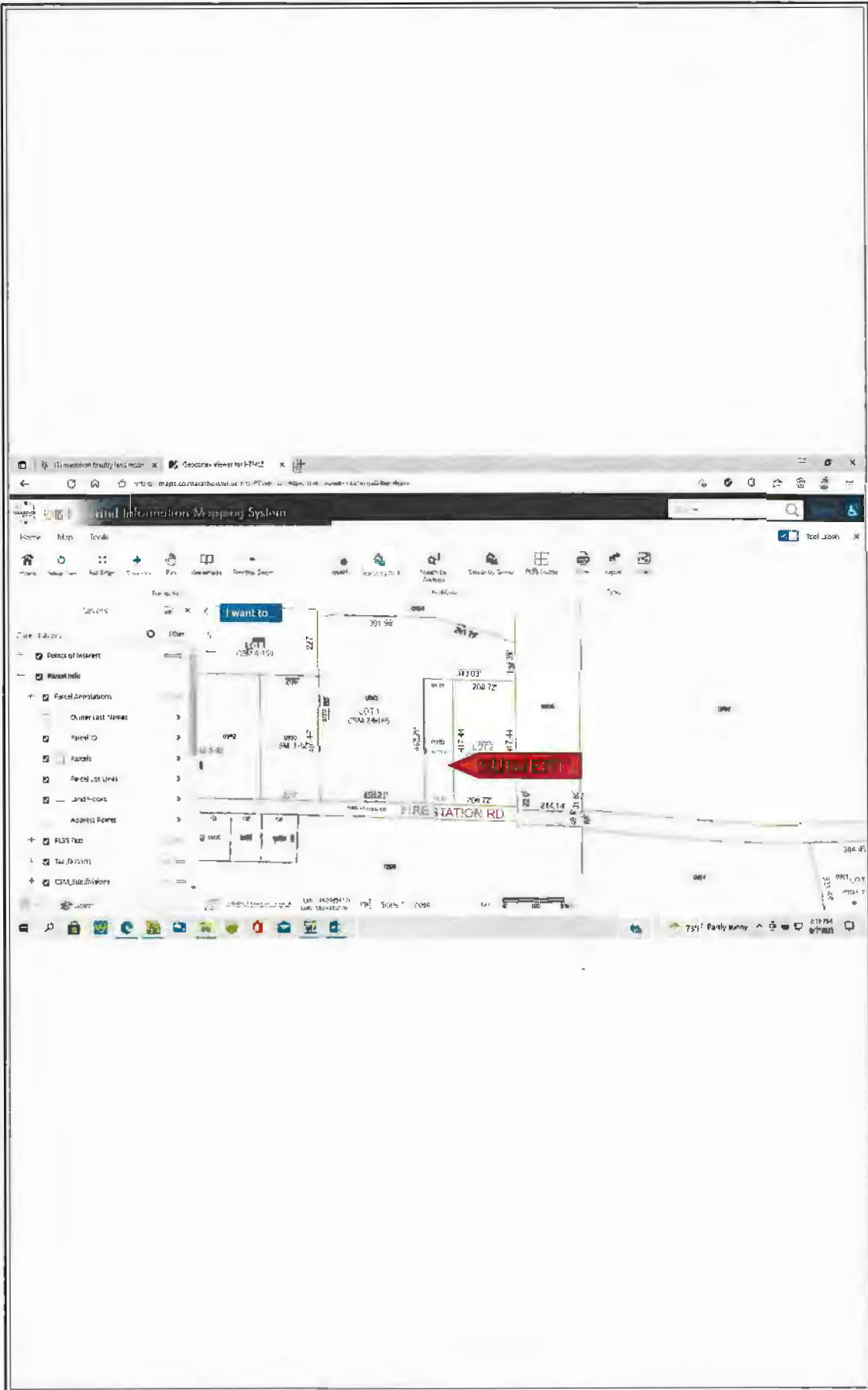
'PAY TAXES' button may be used to pay the SECOND installment for all municipalities except for the City of Wausau. It may also be used to pay past year delinquent taxes for all municipalities. If the first installment is not received by the municipality by January 31 of the year due, interest and penalty will also be due. Please contact the County Treasurer's Office at (715) 261-1150 for exact amount due if after January 31 or if taxes are 3 years or more delinquent.

NOTE: Current year tax bills may not be processed by the county.

Interest and penalty on delinquent taxes are calculated to September 30, 2021 .

Borrower

Property Address 234495 FIRE STATION RD
City WAUSAU County Marathon State WI Zip Code 54403
Lender/Client MARATHON COUNTY CLERK Address 500 FOREST ST, WAUSAU WI 54403

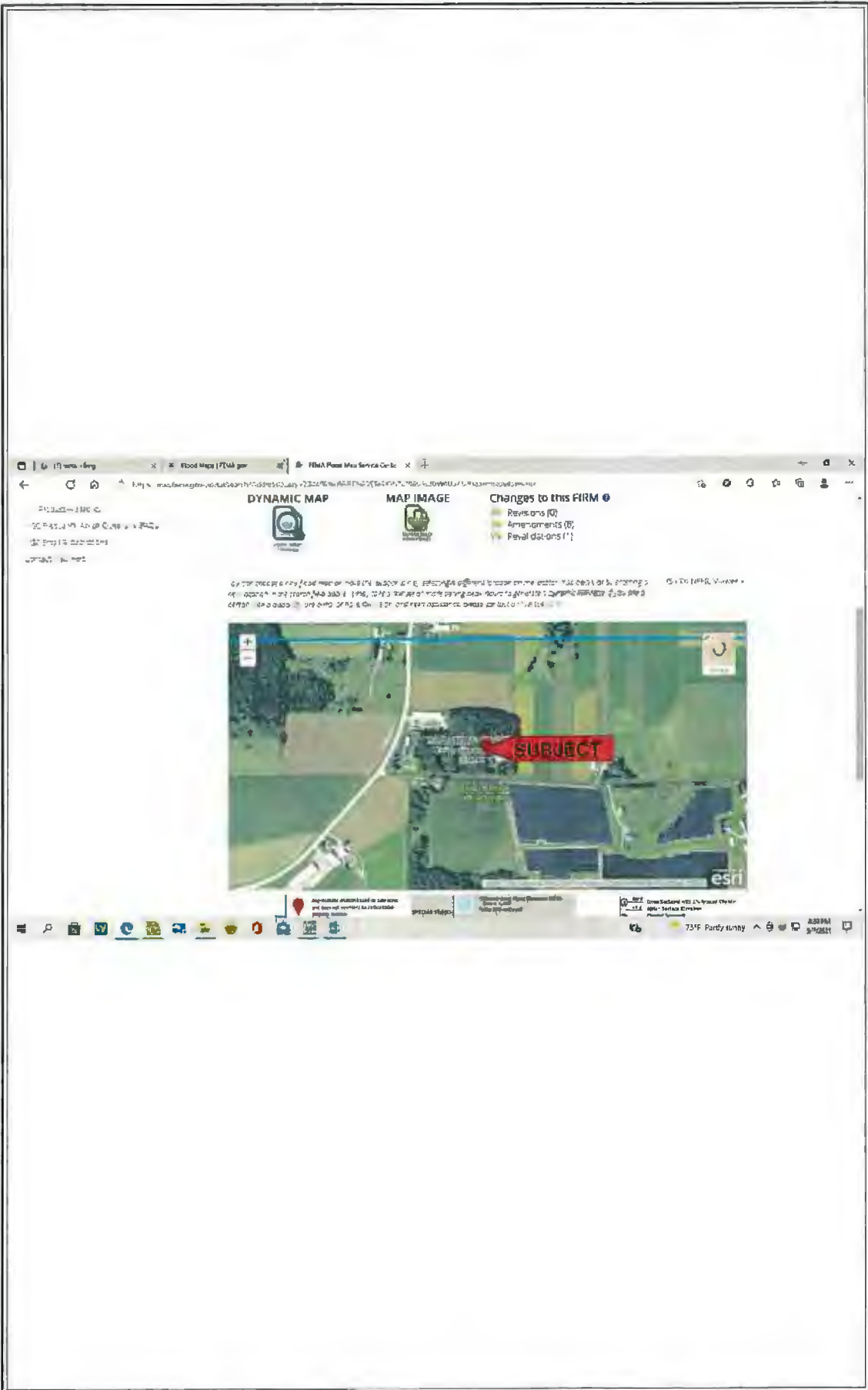


Borrower

Property Address 234495 FIRE STATION RD

City WAUSAU County Marathon State WI Zip Code 54403

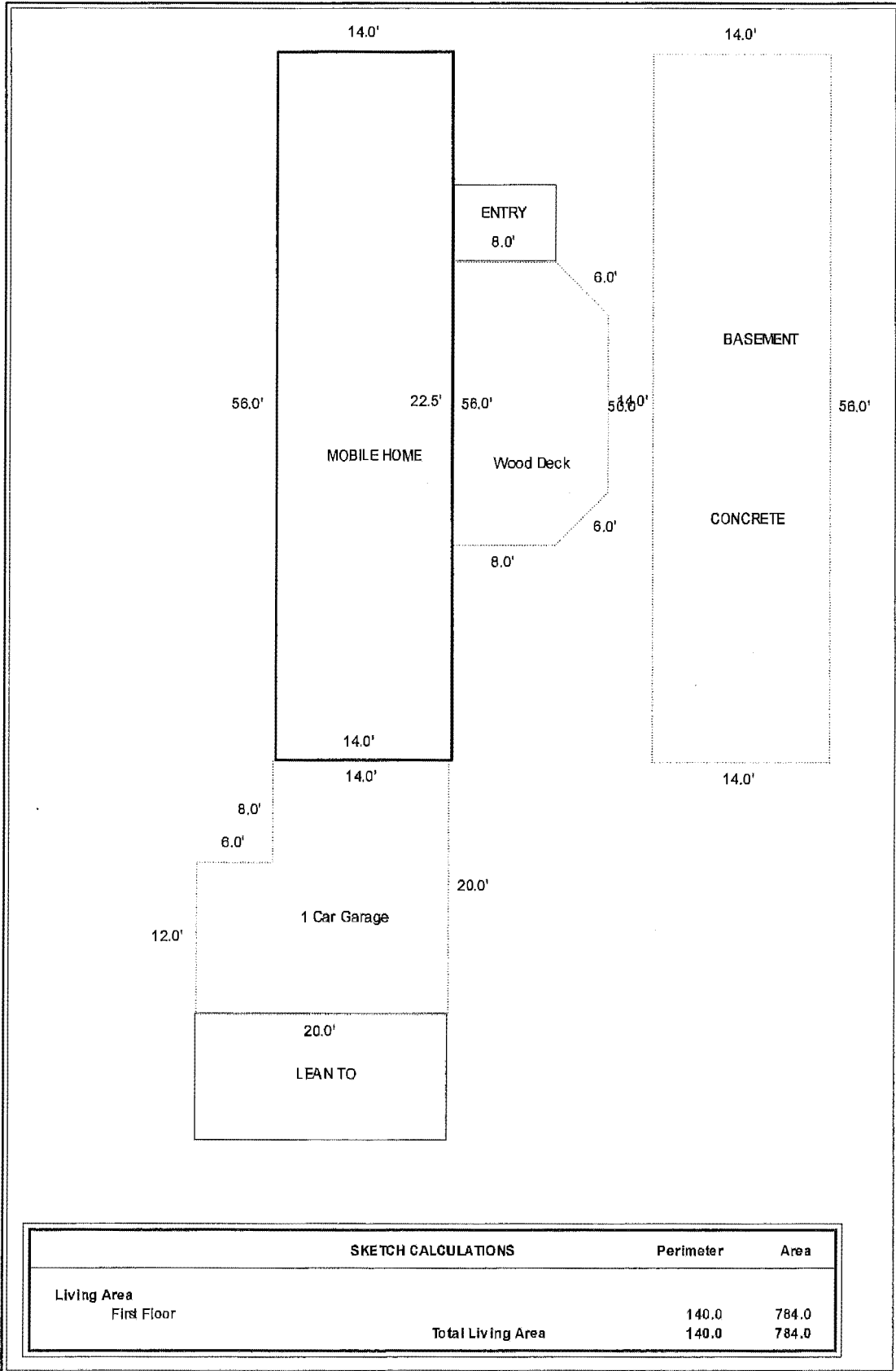
Lender/Client MARATHON COUNTY CLERK Address 500 FOREST ST, WAUSAU WI 54403



meyer appraisal service
SKETCH ADDENDUM

File No. MARATHON COUNTY

Borrower						
Property Address 234495 FIRE STATION RD						
City	Wausau	County	Marathon	State	WI	Zip Code 54403
Lender/Client	MARATHON COUNTY CLERK		Address 500 FOREST ST, WAUSAU WI 54403			



SKETCH CALCULATIONS		Perimeter	Area
Living Area			
First Floor		140.0	784.0
Total Living Area		140.0	784.0

meyer appraisal service
COMMENT ADDENDUM

File No. MARATHON COUNTY

Borrower

Property Address	234495 FIRE STATION RD				
City	WAUSAU	State	WI	Zip Code	54403
Lender/Client	MARATHON COUNTY CLERK		Address 500 FOREST ST, WAUSAU WI 54403		

SUBJECT CONDITION

THE SUBJECT IS REPORTED TO BE A 1960 MILE HOME PLACED ON CONCRETE AND BLOCK FOUNDATION AND FULL BASEMENT. IT WAS INDICATED IT HAS A REGULAR ROOF OVER WHAT WOULD HAVE BEEN THE STANDARD MOBILE HOME ROOF. THE ORIGINAL SIDING HAS BEEN REPLACED WITH WOOD AND HARDBOARD SIDING, THE WOOD IS AVERAGE, THE HARD BOARD IS POOR. THE ROOF ON THE HOME AND GARAGE NEEDS TO BE REPLACED. THE OWNER INDICATED THE CEILING INSIDE IS OK BUT THE FLOOR COVERINGS NEED TO BE REPLACED. THERE WAS A FINISHED ROOM IN THE BASEMENT HOWEVER THE ELECTRIC WAS OFF FOR A FEW DAYS THERE WAS SEVERAL INCHES OF WATER IN THE BASEMENT AND DID DAMAGE TO WHAT EVER WAS FINISHED. THERE IS ALSO SOME ROTTING OF UNFINISHED SOFFITS ON THE HOME AND GARAGE. IT APPEARS THE BASEMENT IS VERY CLUTTERED AS IS THE GARAGE AND THE GARAGE DOOR DOES NOT FIT PROPERTY AND FLOOR APPEARS TO BE BADLY CRACKED. THE YARD IS VERY CLUTTERED AND THERE APPEARS TO BE SOME SPILLED OIL. THE EXTENT OF ANY CONTAMINATION IS UNKNOWN TO APPRAISER.



Health Department
1000 Lake View Drive, Suite 100
Wausau, WI 54403-6797

Tel/TDD: 715-261-1900
Fax: 715-261-1901
www.co.marathon.wi.us

September 4, 2012

Lorraine Beyersdorff
Marathon County Treasurer
500 Forest Street
Wausau, WI 54403

Dear Ms. Beyersdorff:

Per your request, an Environmental Transaction Screen (ETS) has been conducted for the Jeffrey Boorse property, located at 5902 Mathie Road, Wausau, WI. The transaction screen was conducted by Keith Baine, Environmental Health Sanitarian. The purpose of this investigation was to review past and present land use practices, current operations and conditions, and identify the potential presence of hazardous substances, to evaluate the potential occurrence of soil and/or /groundwater contamination at the site. No soil or groundwater sampling was conducted in conjunction with this assessment.

The subject property is approximately 1 acre in size. The property is located in the Section 15, Township 29 North, Range 8 East, in the Town of Wausau, Marathon County, Wisconsin. One structure is located on the property, a mobile home trailer with attached garage. The property is serviced by a private well and septic system. The properties surrounding the home are residential housing and agricultural farm land. The property is not located in a floodplain.

Based on observations made during the site visit inspection on August 30, 2012 and the records review of the property the following items have been identified as potential sources of contamination on the property. Please note that due to other circumstances with the current owner I was unable to gain access to the property. I will rely on the photos and record search to make my recommendations. The photos were taken from the road.

Findings:

- A) A few of the vehicles appear to be non-operational. The tractor is being used to haul or cut wood. A large pile of wood debris is located behind the tractor. An old snowmobile is located in front of the garage. Other items are scattered around the property.


Recommendations:

Potential dangers to the property have been listed above. Lack of access to the property limits the ability to determine possible sources of contamination. Prior to Marathon County assuming ownership, I recommend that proper access be obtained for further investigation. At that time a more accurate evaluation would be attainable.

The findings and recommendations presented above are professional opinions based solely upon visual observations of the site and vicinity, and our interpretation of the available historical information and documents reviewed. The report is intended for the exclusive use of Marathon County. It should be recognized that this assessment was not intended to be a definitive investigation of contamination at the subject property. Given that analytical testing for contamination was not performed, it is possible that currently unrecognized contamination may exist at the site. Opinions and recommendations presented herein apply to the site conditions existing at the time of our investigation and those reasonably foreseeable.

If you have any questions, please call.

Sincerely,

A handwritten signature in cursive script that reads "Keith Baine".

Keith Baine
Environmental Health Sanitarian

cc: D. Grosskurth, MCHD

RESOLUTION NO. R-__-21

Authorizing Marathon County to Enter Into the Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

WHEREAS, Marathon County (the “County”) previously entered into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants;

WHEREAS, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned *In re: Opioid Litigation*, MDL 2804 (the “Litigation”);

WHEREAS, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation;

WHEREAS, since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County’s case for trial and engage in extensive settlement discussions with the Opioid Defendants;

WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

WHEREAS, copies of the Distributors Settlement Agreement and Janssen Settlement Agreement (collectively “Settlement Agreements”) representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements;

WHEREAS, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the “Allocation MOU”); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the “AG MOU”); and (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU;

WHEREAS, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes relating to the settlement of all or part of the Litigation;

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the Legislature’s Joint Committee on Finance is required to approve the Settlement Agreements and the AG MOU;

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State;

WHEREAS, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement Agreement must be deposited in a segregated account (the “Opioid Abatement Account”) and may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements;

WHEREAS, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government against the Opioid Defendants filed after June 1, 2021;

WHEREAS, the definition of Participating Subdivisions in the Settlement Agreements recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result, the only Participating Subdivisions in Wisconsin are those counties and municipalities that were parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the Opioid Defendants) as of June 1, 2021;

WHEREAS, the Legislature’s Joint Committee on Finance is not statutorily authorized or required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin Participating Subdivisions;

WHEREAS, the Law Firms have engaged in extensive discussions with counsel for all other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreements will be allocated;

WHEREAS, there is provided with this Resolution a summary of the essential terms of the Settlement Agreements, the deadlines related to the effective dates of the Settlement Agreements, the ramifications associated with the County’s refusal to enter into the Settlement

Agreements, the form of the Allocation MOU, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreements;

WHEREAS, the County, by this Resolution, shall establish the Opioid Abatement Account for the receipt of the proceeds of the Settlement Agreements consistent with the terms of this Resolution;

WHEREAS, the County's Opioid Abatement Account shall be separate from the County's general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements;

WHEREAS, pursuant to the County's engagement agreement with the Law Firms, the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and any settlement;

WHEREAS, the Law Firms anticipate making application to the national fee fund established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs, and disbursements owed the Law Firms pursuant to the engagement agreement with the County;

WHEREAS, it is anticipated the amount of any award from the fee fund established in the Settlement Agreements will be insufficient to satisfy the County's obligations under the engagement agreement with the Law Firms;

WHEREAS, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreements and payment of attorney fees, shall execute an Escrow Agreement, which shall among other things direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreements to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the "Attorney Fees Account") in order to fund a state-level "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

WHEREAS, in no event shall payments to the Law Firms out of the Attorney Fees Account and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of the amounts allocated to the County in the Allocation MOU;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements, the Allocation MOU, and the AG MOU, establish the County's Opioid Abatement Account, and establish the Attorney Fees Account; and

WHEREAS, the County, by this Resolution, shall authorize the County's corporation counsel to finalize and execute any escrow agreement and other document or agreement necessary to effectuate the Settlement Agreements and the other agreements referenced herein;

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves:

1. The execution of the Distributors Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
2. The execution of the Janssen Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
3. The final negotiation and execution of the Allocation MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Allocation MOU provided to the Board with this Resolution.
4. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
5. The corporation counsel's negotiation and execution of the Escrow Agreement for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Allocation MOU.

BE IT FURTHER RESOLVED: the County hereby establishes an account separate and distinct from the County's general fund which shall be titled "Opioid Abatement Account." All proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account established under the Escrow Agreement shall be deposited in the Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.

BE IT FURTHER RESOLVED: the County hereby authorizes the escrow agent under the Escrow Agreement to establish an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the "Attorney Fees Account." The escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreements attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law

Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Adopted by the Marathon County Board of Supervisors this ___ day of _____, 2021.

County Clerk

WISCONSIN LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the State of Wisconsin (“State”) and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

WHEREAS, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, are separately engaged in litigation and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

WHEREAS, the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“Settling Defendants”) resulted in a tentative agreement as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other plaintiffs involved in the Litigation;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements;

WHEREAS, while the Local Governments recognize that the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the Opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, the Local Governments intend this Local Government Memorandum of Understanding (“MOU”) to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in percentages substantially similar to those identified on the attached Exhibit A.

NOW, THEREFORE, the Local Governments enter into this MOU upon the terms described herein.

1. The Local Governments shall in good faith cooperate and negotiate with the State to identify an appropriate escrow agent (“Escrow Agent”) and, thereafter, prepare an Escrow Agreement relating to the receipt and distribution of the proceeds payable to the State and the Local Governments under the Settlement Agreements (“Opioid

Funds”) consistent with the terms of the MOU between the State and the Local Governments and otherwise consistent with this MOU. The Escrow Agreement shall govern the Escrow Agent’s receipt and distribution of all Opioid Funds.

2. The Escrow Agreement shall authorize the escrow agent to establish an account separate and distinct from any account containing funds allocated or allocable to a Local Government which shall be referred to herein as the “Attorney Fees Account.” Pursuant to Wis. Stat. § 165.12(6) a sum up to but in no event exceeding an amount equal to 20% of the total proceeds from the Settlement Agreements attributable to Local Governments shall be deposited into the Attorney Fees Account. If the payments from a single year are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of each payment. A minimum of 80% of the Settlement proceeds attributable to Local Governments shall be paid to each Local Government’s segregated Opioid Abatement Account, which may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements and supporting Memorandums of Understanding. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements of counsel to a Local Government. The Attorney Fees Account shall be further split and attributed among the Local Governments according to the allocation percentages set forth on Exhibit A and counsel shall make application, and receive payment, only on the allocations within the Attorney Fees Account attributable to its clients. The parties shall cooperate in the appointment of a Special Master in the event of any disputes. Any amounts paid counsel from the national fee fund established in the Settlement Agreements and allocable to the Local Government will be deducted from the Attorneys’ Fees Account so that no counsel to the Local Government may recover more than their fee contract with the Local Government. Any excess amounts remaining in the Attorney Fee Fund after funds have been allocated and paid to counsel shall revert back to the Local Governments and the escrow agent shall allocate such sums to Local Governments based on the allocation set forth on Exhibit A, which assigns each Local Government a percentage share. Counsel may make application for payment from the Attorney Fees Account at any time and the Local Governments shall cooperate with counsel in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.
3. Opioid Funds shall not be considered funds of the Local Government unless and until such time as an allocation is made to the Local Government following funding of the Attorney Fees Account as provided in Paragraphs 2 above.
4. The Escrow Agreement shall allocate Opioid Funds as follows: (i) 30% to the State of Wisconsin (“State Share”); (ii) 56% to Local Governments (“LG Share”); and (iii) 14% to the Attorney Fees Account.
5. The LG Share shall be paid to each Local Government by the Escrow Agent based on the allocation created and agreed to by the Local Governments and attached hereto as Exhibit A, which assigns each Local Government a percentage share of the LG Share.

6. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
7. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adams County
Printed: _____ Date: _____

Ashland County
Printed: _____ Date: _____

Barron County
Printed: _____ Date: _____

Bayfield County
Printed: _____ Date: _____

Brown County
Printed: _____ Date: _____

Buffalo County
Printed: _____ Date: _____

Burnett County
Printed: _____

Date: _____

Calumet County
Printed: _____

Date: _____

Chippewa County
Printed: _____

Date: _____

Clark County
Printed: _____

Date: _____

Columbia County
Printed: _____

Date: _____

Crawford County
Printed: _____

Date: _____

Dane County
Printed: _____

Date: _____

Dodge County
Printed: _____

Date: _____

Door County
Printed: _____

Date: _____

Douglas County
Printed: _____

Date: _____

Superior, City of
Printed: _____

Date: _____

Dunn County
Printed: _____

Date: _____

Eau Claire County
Printed: _____

Date: _____

Florence County
Printed: _____

Date: _____

Fond Du Lac County
Printed: _____

Date: _____

Forest County
Printed: _____

Date: _____

Grant County
Printed: _____

Date: _____

Green County
Printed: _____

Date: _____

Green Lake County
Printed: _____

Date: _____

Iowa County
Printed: _____

Date: _____

Iron County
Printed: _____

Date: _____

Jackson County
Printed: _____

Date: _____

Jefferson County
Printed: _____

Date: _____

Juneau County
Printed: _____

Date: _____

Kenosha County
Printed: _____

Date: _____

Kenosha, City of
Printed: _____

Date: _____

Pleasant Prairie, City of
Printed: _____

Date: _____

Kewaunee County
Printed: _____

Date: _____

La Crosse County
Printed: _____

Date: _____

Lafayette County
Printed: _____

Date: _____

Langlade County
Printed: _____

Date: _____

Lincoln County
Printed: _____

Date: _____

Manitowoc County
Printed: _____

Date: _____

Marathon County
Printed: _____

Date: _____

Marinette County
Printed: _____

Date: _____

Marinette, City of
Printed: _____

Date: _____

Marquette County
Printed: _____

Date: _____

Menominee County
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EXHIBIT A

Allocation of Proceeds Among the Local Governments

The following chart is agreed upon by and between the Local Governments identified below as representing the allocation of proceeds from the Settlement Agreements following (a) allocation to the Local Governments; and (b) allocation to the Attorney Fee Fund. The Local Governments shall cooperate with one another and the State in the negotiation and execution of an Escrow Agreement to effectuate the terms of the State-Local Government MOU, the Local Government MOU and the allocation set forth below. **The dollar figures below are estimates based upon full participation and qualification under the Settlement Agreements. The figures will be calculated consistent with the Settlement Agreements.**

Estimated Full Participation Total Cash Value to Wisconsin (Big 3 + J&J)	\$ 402,168,925.80
Local Government Percentage	70%
Estimated Amount to Local Government	\$ 281,518,248.06

Local Government Type	Wisconsin Litigating Local Government	Allocation Percentage	Estimated Amount to Litigating LG
County	Adams County	0.327%	\$ 920,857.75
County	Ashland County	0.225%	\$ 632,683.94
County	Barron County	0.478%	\$ 1,344,657.56
County	Bayfield County	0.124%	\$ 348,803.41
County	Brown County	2.900%	\$ 8,164,847.97
County	Buffalo County	0.126%	\$ 354,625.52
County	Burnett County	0.224%	\$ 629,898.53
County	Calumet County	0.386%	\$ 1,085,573.38
County	Chippewa County	0.696%	\$ 1,960,377.77
County	Clark County	0.261%	\$ 735,869.43
County	Columbia County	1.076%	\$ 3,027,919.34
County	Crawford County	0.195%	\$ 549,582.65
County	Dane County	8.248%	\$ 23,220,547.57
County	Dodge County	1.302%	\$ 3,665,587.68
County	Door County	0.282%	\$ 794,488.51
County	Douglas County	0.554%	\$ 1,559,112.49
City	Superior	0.089%	\$ 250,362.65
County	Dunn County	0.442%	\$ 1,245,283.66
County	Eau Claire County	1.177%	\$ 3,314,731.87

County	Florence County	0.053%	\$ 149,825.25
County	Fond Du Lac County	1.196%	\$ 3,367,738.26
County	Forest County	0.127%	\$ 356,238.12
County	Grant County	0.498%	\$ 1,400,826.32
County	Green County	0.466%	\$ 1,313,012.89
County	Green Lake County	0.280%	\$ 788,436.02
County	Iowa County	0.279%	\$ 784,771.02
County	Iron County	0.061%	\$ 172,904.29
County	Jackson County	0.236%	\$ 663,323.35
County	Jefferson County	1.051%	\$ 2,959,875.98
County	Juneau County	0.438%	\$ 1,232,571.35
County	Kenosha County	3.712%	\$ 10,448,562.62
City	Kenosha	0.484%	\$ 1,362,915.84
City	Pleasant Prairie	0.059%	\$ 166,668.88
County	Kewaunee County	0.156%	\$ 439,004.32
County	La Crosse County	1.649%	\$ 4,641,001.59
County	Lafayette County	0.134%	\$ 378,207.19
County	Langlade County	0.312%	\$ 879,642.19
County	Lincoln County	0.350%	\$ 984,084.26
County	Manitowoc County	1.403%	\$ 3,948,777.09
County	Marathon County	1.259%	\$ 3,543,763.04
County	Marinette County	0.503%	\$ 1,416,659.12
City	Marinette	0.032%	\$ 90,081.84
County	Marquette County	0.246%	\$ 693,899.93
County	Menominee County	0.080%	\$ 224,716.94
County	Milwaukee County	25.220%	\$ 71,000,000.00
City	Cudahy	0.087%	\$ 243,615.24
City	Franklin	0.155%	\$ 434,997.99
City	Greenfield	0.163%	\$ 458,534.05
City	Milwaukee	7.815%	\$ 22,000,000.00
City	Oak Creek	0.166%	\$ 466,459.26
City	South Milwaukee	0.096%	\$ 269,776.41
City	Wauwatosa	0.309%	\$ 870,694.67
City	West Allis	0.378%	\$ 1,064,393.09
County	Monroe County	0.655%	\$ 1,844,626.56
County	Oconto County	0.336%	\$ 945,758.82
County	Oneida County	0.526%	\$ 1,481,854.26
County	Outagamie County	1.836%	\$ 5,168,112.55
County	Ozaukee County	1.036%	\$ 2,915,812.19

Exhibit A – Local Government MOU

County	Pepin County	0.055%	\$ 155,731.14
County	Pierce County	0.387%	\$ 1,090,097.04
County	Portage County	0.729%	\$ 2,051,646.77
County	Price County	0.149%	\$ 418,982.95
County	Racine County	3.208%	\$ 9,032,259.53
City	Mount Pleasant	0.117%	\$ 328,726.36
City	Sturtevant	0.018%	\$ 51,024.75
City	Union Grove	0.007%	\$ 20,391.93
City	Yorkville Town	0.002%	\$ 5,789.19
County	Richland County	0.218%	\$ 613,039.53
County	Rock County	2.947%	\$ 8,296,997.44
County	Rusk County	0.159%	\$ 446,480.93
County	Sauk County	1.226%	\$ 3,452,494.04
County	Sawyer County	0.258%	\$ 726,277.60
County	Shawano County	0.418%	\$ 1,177,533.50
County	Sheboygan County	1.410%	\$ 3,968,065.47
County	St Croix County	0.829%	\$ 2,334,940.90
County	Taylor County	0.159%	\$ 446,606.58
County	Trempealeau County	0.320%	\$ 900,061.49
County	Vernon County	0.322%	\$ 907,265.83
County	Vilas County	0.468%	\$ 1,317,892.57
County	Walworth County	1.573%	\$ 4,428,578.12
County	Washburn County	0.185%	\$ 520,869.98
County	Washington County	1.991%	\$ 5,606,362.93
County	Waukesha County	6.035%	\$ 16,990,548.02
County	Waupaca County	0.606%	\$ 1,706,110.45
County	Waushara County	0.231%	\$ 649,836.14
County	Winnebago County	2.176%	\$ 6,126,478.97
County	Wood County	0.842%	\$ 2,369,203.43

Exhibit A – Local Government MOU

WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING

WHEREAS, the State of Wisconsin (“State”), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

WHEREAS, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

WHEREAS, the State of Wisconsin and the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“Settling Defendants”) resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements;

WHEREAS, while the Local Governments and the State recognize that the sums which may be available from the aforementioned Settlement Agreements will likely be insufficient to fully abate the public health crisis caused by the Opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the State of Wisconsin enacted Wis. Stat. § 165.12 which provides for an allocation of opioid settlement proceeds; and

WHEREAS, the State and the Local Governments intend this Memorandum of Understanding (“MOU”) to effectuate the terms of the Settlement Agreements in a manner consistent with Wis. Stat. § 165.12(2).

NOW, THEREFORE, the State and the Local Governments, enter into this MOU upon the terms described herein.

A. Settlement Proceeds

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. “Opioid Settlement Proceeds” do ***not*** include the “additional restitution,” reimbursement of the United States Government, or separate funds identified in the Settlement Agreements as payment of the Parties’ litigation fees, expenses, and/or costs.
2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.
3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin (“State Share”); and (ii) 70% to Local Governments (“LG Share”). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
4. 100% of the “Additional Restitution Amount” identified in both Settlement Agreements shall be paid to the State and deposited with the Department of Health Services.
5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire “Additional Restitution Amount,” shall, consistent with Wis. Stat. § 165.12(3) and (4), be utilized only for purposes identified as approved uses for abatement in the Settlement Agreements.
6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.

Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorneys’ fees and expenses may only be paid for out of the owing Local Governments’ share.

7. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns

each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

8. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under the Settlement Agreements, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
9. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.
10. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
11. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

ON BEHALF OF THE STATE OF WISCONSIN:

Attorney General Josh Kaul

Date: _____

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adams County
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Ashland County
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EXHIBIT A
Litigating Local Governments

Adams County
Ashland County
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Bayfield County
Brown County
Buffalo County
Burnett County
Calumet County
Chippewa County
Clark County
Columbia County
Crawford County
Dane County
Dodge County
Door County
Douglas County
City of Superior
Dunn County
Eau Claire County
Florence County
Fond Du Lac County
Forest County
Grant County
Green County
Green Lake County
Iowa County
Iron County
Jackson County
Jefferson County

Juneau County
Kenosha County
City of Kenosha
Village of Pleasant Prairie
Kewaunee County
La Crosse County
Lafayette County
Langlade County
Lincoln County
Manitowoc County
Marathon County
Marinette County
City of Marinette
Marquette County
Menominee County
Milwaukee County
City of Cudahy
City of Franklin
City of Greenfield
City of Milwaukee
City of Oak Creek
City of South Milwaukee
City of Wauwatosa
City of West Allis
Monroe County
Oconto County
Oneida County
Outagamie County
Ozaukee County

Pepin County
Pierce County
Portage County
Price County
Racine County
Village of Mount Pleasant
Village of Sturtevant
Village of Union Grove
Town of Yorkville
Richland County
Rock County
Rusk County
Sauk County
Sawyer County
Shawano County
Sheboygan County
St Croix County
Taylor County
Trempealeau County
Vernon County
Vilas County
Walworth County
Washburn County
Washington County
Waukesha County
Waupaca County
Waushara County
Winnebago County
Wood County

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

**IN RE NATIONAL PRESCRIPTION
OPIATE LITIGATION**

This document relates to:

All actions

MDL No. 2804

Case No. 17-md-2804

Judge Dan Aaron Polster

**CASE MANAGEMENT ORDER
APPLICABLE TO CASES OF “NON-PARTICIPATING SUBDIVISIONS”
ASSERTING CLAIMS AGAINST SETTLING DEFENDANTS**

Defendants McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and Johnson & Johnson¹ (collectively, “Settling Defendants”) have announced global settlements with “Participating Subdivisions,”² subject to sign-on periods and final approvals by the Parties. The Court now enters this Case Management Order (“CMO”) making clear it will lift *in part* the stay issued by this Court in its April 11, 2018 Case Management Order One (docket no. 232). As set forth below, the stay will no longer apply to the extent that, beginning in approximately six months, each Non-Participating Subdivision that is litigating a case in the MDL shall be required to comply with this CMO. The stay shall remain in effect with respect to all other

¹ For purposes of this Order, references to Johnson & Johnson include all of its present and former affiliated companies named as defendants in MDL cases, including Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc., Noramco, Inc., and Tasmanian Alkaloids Pty. Ltd.

² Any capitalized terms used but not otherwise defined in this CMO shall have the same meaning as in the Distributor Settlement Agreement, including those terms defined in Exhibit R of the Distributor Settlement Agreement. For the avoidance of doubt, the term Distributor Settlement Agreement refers to the Settlement Agreement, dated July 21, 2021, entered into between and among the Settling States, Settling Distributors, and Participating Subdivisions (as those terms are defined therein). Essentially, a “Non-Participating Subdivision” is simply an eligible Subdivision that chooses not to participate in the Settlement Agreements.

litigation activity (including discovery) until authorized by a subsequent CMO to be issued at an appropriate time after full compliance with this CMO.

This CMO applies to MDL cases already filed by any Non-Participating Subdivision, and also to cases brought by a Non-Participating Subdivision that are newly filed in, removed to, or transferred to the MDL after the entry of this CMO (collectively, “NPS Cases”). In all such NPS Cases, the Court orders as follows.

The parties’ global settlements were announced on July 21, 2021, and they contain various contingencies such that a final determination of which entities are Participating Subdivisions and which are Non-Participating Subdivisions will not become final until approximately February 1, 2022 (the “Determination Date”). Accordingly, this CMO becomes effective in each MDL case filed by a Non-Participating Subdivision on the later of these two dates: (a) the Determination Date; or (b) the date thirty (30) days after the Non-Participating Subdivision’s case is filed in, removed to, or transferred to the MDL, if such date is after the Determination Date (collectively, the “CMO Effective Date”).

I. Every Non-Participating Subdivision shall comply with all requirements of this Court’s June 19, 2018 Fact Sheet Implementation Order (docket no. 638), including the production of documents and information required by the Plaintiff Fact Sheet. In addition, to the extent necessary to make all information in a Fact Sheet current, every Non-Participating Subdivision shall complete, execute and serve an *updated* Plaintiff Fact Sheet within sixty (60) calendar days of the CMO Effective Date, including production of additional documents as necessary.

II. Within ninety (90) calendar days of the CMO Effective Date:

(A) Each Non-Participating Subdivision shall serve on Settling Defendants a document identifying with specificity, based on facts known or reasonably available to it at the time, the

following: (1) the nature and amount of all damages or other relief sought, including alleged abatement or civil penalties; (2) a computation of any monetary relief sought, including alleged abatement, and the basis for the amounts included in that computation; (3) as to claims for past expenditures, whether the alleged amounts were paid or reimbursed through a grant, insurance, or other third-party source; and (4) as to any claim involving future expenditure of money, including expenditures for the provision of services, the entities that will make the expenditures, when and how long those entities will make the expenditures, and the nature and amount of the expenditures, including how they will address any and all alleged harms.

(B) Each Non-Participating Subdivision seeking any form of relief based directly or indirectly upon opioid orders that Non-Participating Subdivisions contend the Settling Defendants should not have shipped, pursuant to a suspicious order regulation or alleged common law duty related to suspicious orders, shall serve on Settling Defendants a document identifying: (1) those opioid orders that are within their current knowledge (including the date of the order, the product(s) ordered, and the quantity ordered); (2) the distributor, pharmacy, other dispensing entity, or other entity that placed each such order; and (3) the Non-Participating Subdivision's basis for identifying the orders, including any sources relied upon and algorithms used.

(C) Each Non-Participating Subdivision shall additionally produce all non-privileged documents relied upon in identifying or calculating the claimed relief.

(D) Any Non-Participating Subdivision that intends to proffer one or more expert opinions to identify or substantiate the relief sought shall identify its experts and provide a detailed summary of each expected report, including all pertinent calculations and identification of sources relied upon.

III. Within one hundred twenty (120) calendar days of the CMO Effective Date:

(A) Each Non-Participating Subdivision shall complete and serve an affidavit signed by the Non-Participating Subdivision and its counsel attesting that the Non-Participating Subdivision has complied with all requirements of the MDL Court's Fact Sheet Implementation Order and with all other requirements of this CMO, including the requirements for production of documents.

IV. If a Non-Participating Subdivision has not timely completed and served the affidavit described above, any Settling Defendant may send the Non-Participating Subdivision a deficiency letter. If, after thirty (30) calendar days of the date a deficiency letter was sent, the Non-Participating Subdivision has not cured the relevant defects in compliance with the MDL Court's Fact Sheet Implementation Order and this CMO, any Settling Defendant may request a show cause hearing before the MDL Court as to why the Non-Participating Subdivision's claims should not be dismissed with prejudice or any other appropriate relief should be granted.

V. Nothing in this CMO prohibits, or suspends the obligation of, timely supplementation or amendment of any information supplied based on subsequently-obtained knowledge or factual information that the Non-Participating Subdivision did not have access to and could not reasonably have obtained for inclusion in the required disclosures. This opportunity to supplement does not relieve each Non-Participating Subdivision of its responsibility to comply with this CMO fully and completely on the basis of information within its possession or that reasonably can be obtained at the time it is first required to comply.

VI. Because the goal of the multidistrict litigation statute is to avoid needless duplication of effort and expense, nothing in this CMO prevents reasonable access by each Non-Participating Subdivision to the work product of the PEC. Case-specific discovery obligations for the production of data and information, consistent with those imposed by the Court on the parties in

all of its prior discovery Orders of general application, will apply to all NPS cases. All parties in NPS cases must familiarize themselves with all prior MDL discovery orders of general application. After discovery in NPS cases is authorized by a subsequent CMO, the parties shall conduct discovery as appropriate under the Federal Rules of Civil Procedure. Nothing in this Order relieves any party of its prior or ongoing discovery and production obligations under other Orders of this Court.

IT IS SO ORDERED.

/s/ Dan Aaron Polster
DAN AARON POLSTER
UNITED STATES DISTRICT JUDGE

Dated: July 23, 2021

Talking Points- National Proposed Settlements *Big Three Distributors and J&J*

Nationwide settlements have been proposed to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”).

These settlements will provide substantial funds to states and subdivisions for abatement of the opioid epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

Basic Terms:

- Distributors will pay a maximum of \$21 billion over 18 years.
- J&J will pay a maximum of \$5 billion over no more than nine years.
- Of this potential \$26 Billion- approximately \$22.8 billion in settlement proceeds payable to state and local subdivisions.
- Of the funds going directly to participating states and subdivisions, at least 85% must be used for abatement of the opioid epidemic.
- The settlements allow for a broad range of approved uses by state and local governments to abate the opioid epidemic. A list of approved uses is found at Exhibit E of the Master Settlement Agreements.
- Agreements also provide for injunctive relief that requires important changes to the Distributors’ and J&J’s conduct to better protect our nation’s health and welfare.
 - Creation of a groundbreaking clearinghouse through which the Distributors will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious Opioids orders.
 - J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any Opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years.
 - J&J also has agreed to make the clinical trial data for its discontinued Opioids available for medical research.

How will the Settlement Be Approved?

- These are not class action “opt out” settlements. Counties and cities need to sign a Participation Agreement and agree to release their claims in order to receive the settlement proceeds.

- Settlements require that a critical mass of both state and local governments “opt in” **by January 2, 2022.**
- After January 2, 2022, both sides have options to walk away if not enough participation.
- Participation levels also affect how much money settling parties will receive- about half of the funds are in the form of “incentive payments” which grow with participation.
- Need nearly 100% participation in a given state to get 100% of the money.
- Participation is critical to maximize the dollars into our State.

Why Should a Local Government Sign On?

- This proposal is a product of years of litigation and years of settlement negotiations.
- Negotiators have put forward this deal because they believe it is the best deal to be had.
- Money is critical to the epidemic now.
- Litigation has real risk.
- Further insolvencies are a real risk.

What Will Happen if my County Does Not Participate?

Federal Court managing all cases has ordered that any non-participating entities will be in immediate active litigation with deadlines to do the following in 90 days (Doc. # 3795):

1. Disclose nature and amount of damages
2. Disclose computation of monetary relief sought.
3. Produce documentation of past expenditures.
4. Produce documentation of intended future expenditures-what they are and who will spend- how they will address harms.
5. Identify and quantify all Defendant Suspicious Order and disclose methodology.
6. Produce all of your documents.
7. Disclose experts.
8. Disclose updated fact sheets

*Essentially the Court will make all those not signing on do the work of their entire case in 3 months. Court is trying to incentivize total participation.

When is the Deadline for Participating?

January 2, 2022.

What are the Steps Necessary to Participate?

1. Register to Vote- you are registered (insert who the rep is).
2. Your designated representative received two Participation Agreements (the documents to agree to the Settlements (One Distributors and one J&J)
3. Present the Settlements and accompanying MOUs to Board before Jan. 2
4. Board Vote.
5. Resolution Authorizing Representative to Sign the Participation Agreements to the Master Settlement Agreements and Execute the accompanying MOUs.
6. Representative Signs Participation Agreements and MOUs before January 2.

When Will \$ Begin to Flow?

- The Distributors made an initial deposit of funds into escrow by the end of September 2021 and will make additional deposits in early Summer of 2022.
- Funds can begin to flow to states and local governments as early as April 2022, depending on when a settling State meets certain requirements.
- The J&J agreement also offers opportunities for significant acceleration of payments if states and subdivisions meet specified participation levels.
- There may be opportunities to monetize your settlement and accelerate payments that way.



**MARATHON COUNTY
PROCUREMENT CODE**

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3.01 SCOPE, PURPOSE, AND AUTHORITY

- (1) *Scope.* Sections 3.01 through 3.16 of the Marathon County General Code of Ordinances constitute the Procurement Code of Marathon County. These sections apply to Marathon County, its officers, departments, affiliated intergovernmental agencies, boards, and committees, including any such entities hereinafter created, organized, or reorganized, as well as all entities directly or indirectly using funds provided by Marathon County.
- (2) *Purpose.* The purpose of this Procurement Code is to provide for the fair and equitable treatment of all persons, businesses, and entities involved in public purchasing by Marathon County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.
- (3) Pursuant to Wisconsin Statute Section 59.52(9), this Procurement Code is intended establish the manner and procedure under which purchases shall be made by Marathon County, its departments, affiliated intergovernmental agencies, boards, and committees, as well as all entities directly or indirectly using funds provided by Marathon County.

3.02 APPLICATION

- (1) *General Applicability.* This subchapter applies to contracts for the procurement of materials, supplies, equipment, permanent personal property, miscellaneous capital, and contractual services, entered into by Marathon County, its officers, departments, affiliated intergovernmental agencies, boards, and committees, including any such entities hereinafter created, organized, or reorganized, as well as all entities directly or indirectly using funds provided by Marathon County. The provisions of this subchapter shall apply to every expenditure of funds for public purchasing, irrespective of the source of those funds. The provisions of this Procurement Code shall also apply to disposal of used or surplus County property.
- (2) *Applicability to Specific Procurements.* In the following instances, this Procurement Code shall continue to apply to the extent that this subchapter does not conflict with Federal or State law or regulation.
 - a. *Expenditures of Federal or State Funds.* Any procurement that involves the expenditure of Federal or State assistance or contract funds must be conducted in accordance with all applicable Federal or State laws and regulations. This Procurement Code shall continue to apply in full to said procurements to the extent that it does not conflict with Federal or State law

or regulation.

b. *Public Works.*

i. *Definition.* Public works is defined as the process of constructing, building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

ii. If a procurement is for a public works project, the procurement must comply with all applicable State law and regulations, including, but not limited to, Wis. Stat. §§59.52(29) and 66.0901. This Procurement Code shall continue to apply in full to said procurements to the extent that it does not conflict with Federal or State law or regulation.

c. *Local and State Government purchasing.* Pursuant to Wis. Stat. §§66.0131, 66.0301, and 66.0303 and their successor statutes, and notwithstanding the provisions of this subsection, purchasing agents of this county may make purchases from another unit of government, whether located in this state or any other state, and including, but not limited to, municipalities, state governments, the federal government, or any federally recognized American Indian tribe, without the intervention of bids.

d. *Cooperative Purchasing.* Pursuant to Wis. Stat. §16.73 and its successor statutes, purchasing agents of this county may conduct purchasing transactions in cooperation with a municipality or municipalities that have agreed to create a consortium to administer, sponsor, or conduct purchasing transactions under a joint contract. Prices available through membership to such a consortium may be considered by purchasing agents to be a base bid from which to conduct additional procurement in accordance with this code.

Purchasing agents of this County may also use purchasing contracts previously negotiated by the State of Wisconsin when the purchasing agent determines that it is advantageous for the County to use such a previously-negotiated contract.

e. *Grants, gifts, bequests.* Nothing in this policy shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

3.03 ADMINISTRATION

The provisions of this ordinance and regulations duly adopted hereunder shall be

administered, supervised, and enforced by the County Administrator and such other officials or employees as the Administrator may hereafter designate or provide.

3.04 PURCHASING AGENTS

(1) *Establishment and Designation.*

- (a) *Definition of purchasing agent.* As used in this Procurement code, “purchasing agent” refers to the County's principal public purchasing officials.
- (b) *Designation of Department Heads.* The purchasing agents of Marathon County shall be the department head of every County department or his or her designee. The County Administrator may appoint additional purchasing agents at his or her discretion.
- (c) *Designation of Intergovernmental Agency Directors.* The purchasing agents of any intergovernmental agencies governed by this procurement code, shall be the Director of said agency or his or her designee, unless otherwise designated by the board governing said agency.

(2) *Authority and duties.*

- (a) *Principal public purchasing officials.* The purchasing agents shall serve as the principal public purchasing official of each department, agency, or entity governed by this Procurement Code and shall be responsible for the procurement of supplies, services and construction in accordance with this Procurement Code as well as the management and disposal of supplies, materials, and equipment.
- (b) *Budget Limitations.* Purchasing agents shall have the authority to enter into transactions within the limits of their respective departmental budgets and in conjunction with authorized capital improvement program expenditures. Any purchasing transaction or other acquisition of property, not specifically budgeted, is subject to county budget amendment procedures.
- (c) *Duties.* In accordance with this Procurement Code and subject to the supervision of the County Administrator, the purchasing agents shall:
 - 1. Ensure funds have been appropriated prior to any purchases.
 - 2. In consultation with Corporation Counsel, ensure that all procurement contracts are in accordance with this Procurement Code and Marathon County policies.
 - 3. Purchase or supervise the purchasing of all supplies, materials, equipment, services and construction needed by each department, agency, or entity.
 - 4. Ensure proper use of all supplies, services, and materials in accordance with County policies.
 - 5. Sell, trade or otherwise dispose of supplies, materials and equipment.

(d) *Operational procedures.* Consistent with this Procurement Code and with the approval of the County Administrator, purchasing agents may adopt operational procedures relating to the execution of their duties.

3.05 PURCHASING PROCEDURES

(1) Purchasing Thresholds.

- a. *Discretionary Purchases.* Purchases or contracts having an aggregate value of twenty-five thousand dollars (\$25,000) or less shall be made at the discretion of the purchasing agent.
- b. *Small Purchases.* For any purchases or contracts having an aggregate value between twenty-five thousand dollars (\$25,000) and eighty thousand dollars (\$80,000), at least three businesses shall be solicited to submit quotations from which the lowest quotation that otherwise meets the requirements of this code shall be selected. Purchasing agents must document the name of the business submitting a quotation and the date and amount of each quotation, and this documentation shall be recorded and maintained as a public record.
- c. *Small Purchases for Intergovernmental Agencies.* Independent boards created by intergovernmental agreement with other municipalities, pursuant to Wis. Stat. § 66.0301, which are responsible for managing Marathon County property, may pass measures increasing the upper limit for small purchases up to the maximum amount allowed under federal simplified acquisition thresholds. The federal simplified acquisition threshold is currently set at \$250,000.
- d. *Artificial Division of Purchases Precluded.* A purchasing agent may not artificially divide a purchase or procurement so as to meet or fall below the thresholds for discretionary or small purchases.

(2) Sole Source Procurement.

- a. *Applicability.* A contract may be awarded without competition only as described in this section, except for contracts awarded pursuant to Section 3.05(1)(a) or 3.05(3).
- b. *Determination.* A purchasing agent may award a contract without competition only if the purchasing agent determines, in writing, that there is only one source for the required supply, service, or item. Sole source procurement may only occur after the purchasing agent has conducted a good faith review of available sources.
- c. *Recording of Sole Source Procurements Required.* The parameters of the purchasing agent's review, along with the determination that there is only one

source for the required supply, service, or item, must be recorded and maintained as a public record. A record of sole source procurements that lists each contractor's name, the amount and type of each contract, and a listing of the items procured under each contract must also be maintained as a public record.

- d. *Single Responses to Invitations for Bids or Requests for Proposals.* A single response to an invitation for bid or request for proposal, notice of which is otherwise published according to law and this Procurement Code, does not constitute a sole source procurement.

(3) *Emergency Procurements.*

- a. *When Applicable.* The County Administrator may authorize a purchasing agent to make emergency procurements of whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property, and if allowed by state and federal law.
- b. *Competition Required.* Any emergency procurement must be made with such competition as is practicable under the circumstances.
- c. *Written Determination.* An emergency procurement may be made only after a declaration, by ordinance or resolution, of an emergency existing within Marathon County whenever conditions arise by reason of a riot or civil commotion, a disaster, or an imminent threat of a disaster, that impairs transportation, food or fuel supplies, medical care, fire, health or police protection, or other critical systems of Marathon County.

(4) *Competitive Sealed Bidding and Requests for Proposals.*

- a. *Applicability.* Competitive Sealed Bidding and Requests for Proposals may be conducted for procurements of any value when the use of those processes are deemed to be in the best interest of the County; however, the use of the Competitive Sealed Bidding or Request for Proposal Process is required for any purchase or procurement having an aggregate value that falls outside the thresholds outlined in Section 3.05(1), and which does not fall within the specifications of Sections 3.05(2) or 3.05(3).
- b. *Reasonable accommodations required.*
 - i. *By purchasing agent.* The purchasing agent is required to make reasonable accommodations to ensure that any bidding or proposal process is accessible pursuant to the Americans with Disabilities Act.
 - ii. *By bidding/proposing party.* By submitting a bid or proposal, the bidding or proposing party affirms that the party will comply with all

requirements of the Americans with Disabilities Act applicable to the contract or service to which the party has bid or proposed.

- c. *Competitive Sealed Bidding.* All purchases and procurements shall be awarded by competitive sealed bidding, except as authorized in Sections 3.05(1), (2), or (3), or as allowed in Section 3.05(4)(d).
 - i. *Proof of Responsibility.* A purchasing agent may require proof of responsibility, as outlined in Wis. Stat. §§ 66.0901(2), (3), and (4), from all bidders.
 - ii. *Invitation for Bids.* For all competitive sealed bidding, an invitation for bids shall be issued and shall include specifications as well as contractual terms and conditions applicable to the procurement or purchase. All criteria that will affect bid price and will be considered in evaluation of the bid for award shall be objectively measurable. The invitation for bids shall set forth the evaluation criteria to be used.
 - 1. *Multi-step Sealed Bidding.* If a purchasing agent determines it is impractical to prepare a purchase description to support an award based on price in an initial bidding, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to meet the criteria set forth in the initial bidding.
 - iii. *Public Notice.* Adequate public notice of an invitation for bids shall be given at a reasonable time prior to the date set forth for the opening of bids. Adequate notice shall constitute public notice of not less than 14 calendar days. Such notice may be provided through electronic means, such as a website posting, and in all cases shall be provided in a format accessible to the public. Publication of notice in a newspaper of general circulation shall only be required under this code when otherwise required by applicable state or federal law. All public notices required under this subsection shall state the date, time, and place of bid opening.
 - iv. *Bid Opening.* Bids must be opened publicly, in the presence of one or more witnesses, at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as the purchasing agents deems appropriate, together with the name of each bidder, shall be recorded. The record and each bid shall be maintained as a public record.
 - v. *Bid Evaluation.* Bids shall be evaluated based on the requirements set forth in the invitation for bids.

vi. *Bid Security.*

1. *Definition.* Bid security is a bond provided by a surety authorized to do business in the State of Wisconsin, the equivalent in cash or otherwise supplied in a form satisfactory to the purchasing agent.
2. *When Required.* Bid security shall be required for all competitive sealed bidding for construction contracts.
3. *Amount.* Bid security shall be in an amount equal to at least ten (10) percent of the amount of the bid.
4. *Rejection of bids for noncompliance.* A bid shall be rejected if it does not comply with bid security requirements.
5. *Withdrawal of bids.* If a bidder withdraws a bid pursuant to subsection vii, no action shall be taken against the bidder or the bid security.

vii. *Withdrawal or Modification of Bids.* Bids may be withdrawn or modified at any time prior to the designated time of opening. No bid may be withdrawn or modified after the designated time of opening has passed.

1. *Corrections in Bids After Opening.* Corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake was made, the nature of the mistake, and the bid price actually intended.

Downward correction of a bid, which would displace the apparent low bidder, shall only be permitted if the error made and the intended bid price can be determined solely from the bid documents.

All decisions to permit the correction or withdrawal of a bid or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the purchasing agent. This written determination shall be recorded and maintained as a public record.

viii. *Tied Bids.* In the event two or more bidders submit bids that are substantially equal as to cost and objectively measurable evaluation criteria, the following criteria shall be utilized by the purchasing agent in the order presented:

1. The purchasing agent may consider factors contributing to greater economic benefit, such as volume discounts, discounts for early payment, and the use of local contractors or locally-manufactured materials.
 2. The purchasing agent may consider past job performance of one or more bidders.
 3. If an award cannot be made using the provisions under 1 or 2, the purchasing agent shall determine the award using a witnessed and documented drawing of names or its equivalent, such as a coin toss. Documentation of this process shall be recorded and maintained as a public record.
- ix. *Single Bids*. When bids have been solicited and only one bid is received, the purchasing agent shall:
1. First determine if the probability of receiving more than one bid existed at the time of solicitation.
 2. If the probability of receiving more than one bid did exist at the time of solicitation, the purchasing agent must determine whether restrictive specifications or conditions caused the lack of additional responses.
 3. If restrictive specifications did not cause the lack of responses, the purchasing agent must determine whether the bid price is fair, based on cost comparisons or analysis.
 4. If the bid price is fair and the purchasing agent determines that re-solicitation will likely not elicit further bids, the award shall be made based on the single bid.
 5. If the purchasing agent determines that the single bid was the result of restrictive specifications or conditions, the specifications or conditions will be re-written, and the bid re-solicited.
 6. If the purchasing agent determines that the single bid price is not fair, the purchasing agent shall reject the single bid.
- x. *Bid Acceptance*. Bids shall be unconditionally accepted without alteration or correction, except as allowed under this Procurement Code.

- xii. *Award.* A contract with the successful bidder shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
 - xiii. *Bid Rejection.* Any bid, all bids, or parts of bids, made pursuant to this Procurement Code, may be rejected if such rejection will best serve the County. If a bid is rejected, the bid may be awarded to the bidder who, in the judgment of the purchasing agent, will best serve the County. Any bid rejection shall be supported by a written determination made by the purchasing agent. This written determination shall be recorded and maintained as a public record.
 - xiii. *Cancellation of Invitation.* An invitation for bids may be cancelled when cancellation is in the best interests of the County. Any bid cancellation shall be supported by a written determination made by the purchasing agent. This written determination shall be recorded and maintained as a public record. Written notice of cancellation shall be sent to all businesses solicited.
- d. *Competitive Sealed Proposals.* If a purchasing agent determines that the use of competitive sealed bidding, as outlined in 3.05(4)(c), is either not practicable or not advantageous to the County, sealed proposals may be solicited.
- i. *Request for Proposals.* Sealed proposals solicited under this subsection shall be solicited through a request for proposals. The request for proposals shall include specifications as well as contractual terms and conditions applicable to the procurement or purchase. All criteria that will be considered in evaluation of the proposal shall be objectively measurable. The request for proposals shall set forth the evaluation criteria to be used.
 - ii. *Public Notice.* Adequate public notice of a request for proposals shall be given at a reasonable time prior to the date set forth for the receipt of proposals. Adequate notice shall constitute public notice of not less than 14 calendar days. Such notice may be provided through electronic means, such as a website posting, and in all cases shall be provided in a format accessible to the public. Publication of notice in a newspaper of general circulation shall only be required under this code when otherwise required by applicable state or federal law. All public notices required under this subsection shall state the date, time, and place where proposals must be received, along with the method by which a proposal may be submitted.
 - iii. *Receipt of Proposals.* Proposals shall remain sealed until the date set forth for receipt of proposals. The content of all proposals shall be

handled in a manner that ensures the content is not disclosed to any competing offeror during negotiations.

The purchasing agent must prepare a register of proposals containing the name of each offeror, the number of modifications received, and a description sufficient to identify the procurement. After a contract is awarded, the register of proposals shall be maintained as a public record.

- iv. *Negotiations with Responsive and Responsible Offerors.* The purchasing agent may conduct discussions with responsive and responsible offerors who have submitted proposals determined to be reasonably susceptible of being selected for award to assure there is a full understanding of, and conformance to, the request for proposals. Offerors shall receive fair and equal treatment with respect to any opportunity for discussion.
 - v. *Revisions of Proposals.* The purchasing agent may allow responsive offerors who have submitted proposals determined to be reasonably susceptible of being selected for award to revise the offeror's proposal to ensure conformance with the request for proposals. Offerors shall receive fair and equal treatment with respect to any opportunity to revise a proposal. Revisions under this subsection may be permitted after submissions are due, but prior to award, for the purpose of obtaining best and final offers from offerors. In no event shall information derived from proposals submitted by competing offerors be disclosed.
 - vi. *Award.* Award of a contract shall be made to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the county. In making this determination, the purchasing agent may consider past performance, price, and the evaluation factors set forth in the request for proposals.
 - vii. *Rejection of Proposals.* The purchasing agent may reject any proposal made pursuant to this Procurement Code if such rejection will best serve the County.
 - viii. *Cancellation of Requests.* A request for proposals may be cancelled when cancellation is in the best interests of the County. Any cancellation shall be supported by a written determination made by the purchasing agent. This written determination shall be recorded and maintained as a public record. Written notice of cancellation shall be sent to all businesses solicited.
- e. *Responsibility of bidders and offerors.*

- i. *Definition.* A bidder or offeror is non-responsible if the bidder or offeror does not have the capability in all respects to perform the contract requirements fully. A bidder or offeror is also non-responsible if the bidder or offeror lacks the credit, equipment, facilities, capability, reliability, integrity, or experience to assure good faith performance of the contract.
- ii. *Determination of non-responsibility.* The purchasing agent shall determine whether a bidder or offeror is non-responsible. A purchasing agent may make additionally inquiries of a bidder or offeror to determine whether the bidder or offeror is non-responsible. The unreasonable failure of a bidder or offeror to promptly supply information in connection with such inquiries may be grounds for determination of non-responsibility.
- iii. *Effect of Finding.* If a bidder or offeror is found to be non-responsible, the bid or offer shall be rejected.
- iv. *Record of Determination.* The purchasing agent must make a written record of any determination of non-responsibility. The basis of such a finding shall be set forth in such a record, and a copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination of a purchasing agent shall be maintained as a public record.
- v. *Right of Nondisclosure.* Information furnished by a bidder or offeror pursuant to this subsection shall not be disclosed by the purchasing agent without prior written consent of the bidder or offeror if said bidder or offeror, as part of his or her bid or offer, sets forth in writing the data or information not to be disclosed and the reasons for nondisclosure, and only if the nondisclosure complies with Wisconsin public records laws.

(5) *Appeals and Remedies.*

a. *Protests.*

- i. *Right to Protest.* An unsuccessful bidder, offeror, or contractor may file a formal protest with the purchasing agent if the bidder, offeror, or contractor can show good cause why the contract as awarded was not in the best interests of the County.
- ii. *Procedure.* Any formal protest under this section must be filed with the purchasing agent, in writing, within five (5) business days of the date of notice of award. The purchasing agent shall respond within five (5)

business days of receipt of the protest. The purchasing agent shall determine whether the bidder, offeror, or contractor has shown good cause as to why the award was not in the best interests of the County.

- iii. *Appeal to Administrator.* If the bidder, offeror, or contractor is not satisfied with the results of his or her appeal to the purchasing agent, the bidder, offeror, or contractor may appeal the decision to the County Administrator. This appeal must be made in writing within five (5) business days of receipt of the purchasing agent's decision. The County Administrator shall respond in writing within fifteen (15) days of receipt of the appeal; however, any failure by the County Administrator to respond within this time frame shall be deemed a denial of the appeal. Any decision of the County Administrator is final; however, the bidder, offeror, or contractor may pursue an appeal pursuant to Chapter 24 of this Code and Wis. Stat. Ch. 68.
- iv. *Stay of Procurements.* In the event a timely protest is filed pursuant to this section, the purchasing agent shall not proceed further with the award of the contract until all administrative and judicial remedies have been exhausted, or until the County Administrator makes a determination on the record that the award of a contract without delay is necessary to protect the County's substantial interests.

b. *Remedies.*

- i. *Prior to Bid Opening or Closing Date for Receipt of Proposals.* If, prior to bid opening or the closing date for receipt of proposals, the purchasing agent or County Administrator determine that a solicitation was made in violation of federal, state, or municipal law, the solicitation shall be cancelled or revised to comply with applicable law.
- ii. *Prior to Award.* If, after bid opening or the closing date for receipt of proposals, the purchasing agent or County Administrator determine that a solicitation or proposed award of a contract is in violation of federal, State, or municipal law, the solicitation or proposed award shall be cancelled.
- iii. *After Award.* If, after an award, the purchasing the purchasing agent or the County Administrator determines that a solicitation or award was in violation of applicable law, the purchasing agent or County Administrator shall determine whether the person awarded the contract acted fraudulently or in bad faith.
 - 1. If it is found the person awarded the contract did not act fraudulently or in bad faith, the purchasing agent or County Administrator may:

- a. Ratify and affirm the contract, provided that doing so is in the County's best interests;
 - b. Terminate the contract, with the person awarded the contract compensated for actual expenses reasonably incurred under the contract prior to termination.
2. If it is found that the person awarded the contract acted fraudulently or in bad faith, the contract shall be declared null and void or voidable.

3.06 CONTRACTS AND LEASES

(1) *Maintenance of Contracts.* All contracts and leases shall be kept on file by the purchasing agent in the originating department pursuant to records retention schedules and public records laws. The County administrator may designate a central location for the maintenance of contracts and leases as an alternative to requiring each department to maintain their own contracts and leases.

(2) *Certain Contract Types Prohibited.* Any type of contract which is appropriate to the procurement and which will promote the best interests of the County may be used, with the following exceptions:

- a. *Cost-plus-percent-of-cost-contract.* A cost-plus-percent-of-cost contract, also known as a cost reimbursement plus a percent of cost contract or a cost-plus contract, is a contract where a supplier is paid for allowed expenses and also paid an additional amount of money, expressed as a percentage of the base contract cost, to allow for a profit. Cost-plus-percent-of-cost contracts are prohibited.
- b. *Design-build contract.* A design-build contract is a contract where a municipality contracts with a single entity to provide both design and construction. Design-build contracts are prohibited unless specifically allowed by state statute or federal purchasing regulations.
- c. *Cost reimbursement contract.* A cost reimbursement contract is an agreement between parties that guarantees that the County will reimburse the contractor for costs incurred during work on the project. A cost reimbursement contract may be used only if it is likely to be less costly to the County than any other type of contract, or if it is impracticable to obtain the supply, service, or construction item required except under such a contract. Any cost reimbursement contract entered into by the County shall only obligate the County to reimburse reasonable costs, allocable to the contractor, that are accounted for in accordance with generally accepted accounting principles.

(3) *Contract Requirements.*

- a. *Standard Contract Terms.* The County Corporation Counsel shall, from time to time, publish for the use of County purchasing agents standard contract language which shall be used by purchasing agents in contract formation. The purchasing agent shall ensure that all contracts entered into pursuant to this Procurement Code include applicable standard contract terms.
- b. *Responsibility for Selection of Methods of Construction Contracting Management.* The purchasing agent shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the purchasing agent shall consider the County's requirements, its resources, and the potential contractor's capabilities. The purchasing agent shall execute and include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project.
- c. *Contract Performance and Payment Bonds.*
 - i. *When Required.* When a construction contract is awarded, the following bonds or security shall be delivered to the County and shall become binding on the parties upon execution of the contract:
 - 1. A performance bond satisfactory to the County, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the County, in an amount equal to one hundred (100) percent of the price specified in the contract.
 - 2. A payment bond satisfactory to the County, executed by a surety company authorized to do business in this State or otherwise in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one hundred (100) percent of the price specified in the contract.
 - ii. *Reduction of Bond Amounts.* After written notice to, and approval by, the County Administrator, the purchasing agent is authorized to reduce the amount of the performance and payment bonds.
 - iii. *Additional Bonds.* Nothing in this section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds specified above.
 - iv. *Suits on payment bonds.* Any person who has furnished labor or

material to the contractor or subcontractors for the work provided in the contract, for which a payment bond is furnished under this section, and who has not been paid in full within 90 days from the date on which that person performed the last of the labor or supplied the material, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due that person. However, any person having a contract with a subcontractor of the contractor, but no express or implied contract with the contractor furnishing the payment, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which that person performed the last of the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

Any suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the County or district in which the construction contract was to be performed. No such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in such suit.

- v. *Copies of Bond Forms.* Any person may request and obtain from the County a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution and delivery of the original.
- d. *Fiscal Responsibility.* Every contract modification, change order or contract price adjustment under a construction contract with the County in excess of the total project budget or the total contract budget may be subject to prior approval by the boards, committees or commissions of authority after receiving a report from the purchasing agent as to the effect of the contract modification, change order or contract price adjustment.

(4) Leases.

- a. *When authorized.* A lease may be entered into if it is determined to be in the best interests of the County. All conditions for renewal and costs of termination must be set forth within the lease.

- b. *Lease with Option Contract.* If a lease includes a renewal or purchase option whereby title to leased facilities, equipment, or supplies may pass to the County, the purchasing agent must, prior to entering into such a contract, make the following determinations in writing:
 - i. That all terms of the lease are in the best interests of the County;
 - ii. That all conditions for renewal, costs of termination, and costs to exercise the purchase options are set forth within the lease;
 - iii. That the contract includes the County's right to unilaterally terminate the procurement relationship without penalty if funds are not appropriated in the future in order to maintain the procurement relationship;
 - iv. Procurement of alternative comparable supplies, equipment, or facilities has been considered and determined to be at greater cost or less benefit to the County.

(5) Contract Claims.

- a. *Definition.* In this section, 'claims' include controversies arising under a contract, and those based on breach of contract, mistake, misrepresentation or other cause for contract modification or revision.
- b. *Decision of Purchasing Agent.* Any and all claims by a contractor against the County relating to a contract, except for bid protests, shall be submitted in writing to the purchasing agent for a decision, unless another method of dispute resolution is agreed upon by the contractor and the County.
- c. *Notice.* The decision of the purchasing agent regarding any claim made pursuant to this section shall be provided to the contractor in writing within five (5) business days of the decision. The decision shall state the reasons for the decision reached and shall inform the contractor of his or her right to appeal under (d) below.
- d. *Appeal.* The purchasing agent's decision shall be final and conclusive unless, within five (5) business days from the date the contractor receives the decision, the contractor mails a written appeal to the County Administrator and submits a copy to the County Clerk.
 - i. Upon receipt of a written appeal, the County Administrator shall issue a written decision within fifteen (15) business days and shall provide that decision to the contractor. The decision shall state the reasons for the decision and shall be final and conclusive unless appealed as outlined in ii below.

place of business, or worksite of a contract or subcontractor at any level which is pertinent to the performance of any contract awarded pursuant to this Procurement Code.

(2) *Right to Audit.*

- a. *Cost or Pricing Data.* The County may, at reasonable times and places, audit the books and records of any contractor to the extent that such books, documents, papers, and records are pertinent to any cost or pricing data submitted to the County pursuant to this Procurement Code. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for six years from the date of final payment under the contract.
- b. *Contract Audit.* The County may audit the books and records of a contractor or subcontractor under any negotiated contract or subcontract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract, and by a subcontractor for a period of three years from the date of final payment under the subcontract.

3.11 ANTICOMPETITIVE PRACTICES

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, purchasing agents shall have the duty to report any suspected collusion or anticompetitive practices to the Corporation Counsel. In such a case, a notice of the relevant facts shall be transmitted to the District Attorney or State Attorney General by the Corporation Counsel.

3.12 ATTORNEY PROFESSIONAL SERVICES

- (1) *Retention of legal services.* Except as provided below, the Corporation Counsel shall hire and manage all outside legal counsel engaged to represent and/or advise the County, or any County department, agency, or committee, regarding all matters of any character in which the County is interested.
 - (a) All departments or standing committees wishing to engage outside legal counsel shall contact the Corporation Counsel.
 - (b) The County may enter into negotiated contracts without a competitive selection process for the procurement of professional services in individual cases or matters, if the services are to be provided by attorneys who charge on an hourly basis.

- (c) When retention of legal services to perform ongoing services in a type of matter, such as bond counsel or prosecution services, is required, this Procurement Policy shall be followed.
 - (d) The Corporation Counsel may act in concert with any Department Head or committee chairperson whose department, committee or other governance subgroup is affected by said legal matters and shall have authority to sign engagement letters on behalf of the County.
- (2) *Limitation of fees.* Counsel who are designated or engaged by the county's insurance carriers shall be monitored by Corporation Counsel, but shall be paid by said insurance carriers. In all other matters, where the aggregate legal fees exceed the initial fee agreement or \$25,000.00, whichever is less, the Corporation Counsel shall notify the Human Resources, Finance, and Property Committee of the status of the matter and seek approval for expenditures exceeding \$25,000.00 or the amount of the initial fee agreement, whichever is less. Any contract for services or letter of engagement shall reference this limitation on fees.
- (3) *Billing frequency and format.*
- 1. Time charges. Actual time should be billed in one-tenth (.10) hour increments.
 - 2. Billing frequency. Invoices for legal services or expense shall be invoiced every 30 days from the date of initial suit assignment and monthly thereafter.
 - 3. Invoices submitted more than 60 days after the last date of legal services will require explanation of the billing delay to the Corporation Counsel.
 - 4. Invoices submitted more than one year after the last date of legal services or expense may be rejected.
- (4) *Filing of agreements.* Attorney professional services contracts or agreements should be placed on file with the County Clerk.
- (5) *Conflict of interest.* In cases where the Corporation Counsel has a conflict, the County Administrator shall act pursuant to the procedure set forth above. In cases where both the Corporation Counsel and the Administrator have a conflict, the County Board Chair shall act pursuant to the procedure set forth above.

3.13 DEBARMENT/SUSPENSION

- 1) *General Policy.* Any purchasing agent may debar an individual, business, corporation, or other entity from consideration for the award of contracts pursuant to this section.
- 2) *Reasons for Debarment.* A purchasing agent may debar an individual, business, corporation, or other entity from consideration for award of contracts under this Procurement Code if the purchasing agent has probable cause to believe that the person has engaged in any of the following activities:

- a) The person has a conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- b) The person has a conviction under State or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business honesty which currently, seriously, and directly affects responsibility as a County contractor;
- c) The person has a conviction under State or federal antitrust statutes arising out of the submission of bids or proposals;
- d) The person has violated contract provisions in a manner that is regarded by the purchasing agent as to justify debarment action. Such violations may include, but are not limited to, the following:
 - i) Deliberate failure, without good cause, to perform in accordance with the specifications or within the time limit provided in a contract;
 - ii) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts.
- e) Any other cause the purchasing agent determines to affect the contractor's responsibility as a County contractor, including debarment by another governmental entity for any cause listed in this subchapter;
- f) For violation of the ethical standards set forth in Section 3.14 (Ethics in Public Contracting).

3) *Procedure.*

- a) *Discretion of Purchasing Agent.* The decision to debar an individual, business, corporation, or other entity is within the discretion of the County's purchasing agents.
 - b) *Record of Decision.* A written record documenting the debarment decision shall be made by the purchasing agent. A record of each debarment decision, along with a list of debarred parties, shall be kept by the purchasing agent.
 - c) *Notice.* A purchasing agent must provide reasonable notice to a person subject to debarment of the grounds for disbarment and must provide the person with a reasonable opportunity to be heard on the issue of disbarment. This notice shall afford the debarred individual, business, corporation, or other entity the right to object to the decision in writing if the individual, business, corporation, or other entity serves such objection upon the purchasing agent within ten (10) days of receipt of the notice.
 - d) *Appeal.* Upon receipt of an objection to debarment, the County Administrator shall, within 30 days of receipt, review the written objection, along with the purchasing agent's written debarment decision, and make a determination regarding the objection in writing.
- 4) *Length of Debarment.* Any debarment under this section shall not be for a period of more than five (5) years.

3.14 ETHICS IN PUBLIC CONTRACTING

- (1) *Criminal penalties.* To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of State Law, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this section. Criminal, civil and administrative sanctions against employees or nonemployees which are in existence on the effective date of this Procurement Code shall not be impaired.
- (2) *Elected official and employee conflict of interest.*
 - (a) It shall be unethical for any elected or appointed official or employee to participate directly or indirectly in a procurement when the elected official or employee knows that:
 1. The elected official, employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
 2. Any other person, business or organization with whom the employee or any member of an employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
 - (b) An elected official, employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- (3) *Gratuities and kickbacks.*
 - (a) *Gratuities.* 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 of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding 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 therefor.
 - (b) *Kickbacks.* It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- (c) *Contract clause.* The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and referred to in every solicitation therefor.
- (4) *Prohibition against contingent fees.* It shall be unethical for a person, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (5) *Contemporaneous employment prohibited.* It shall be unethical for any employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the governmental body by whom the employee is employed.
- (6) *Waivers from contemporaneous employment prohibition and other conflicts of interest.* The County Board in the case of the County Administrator, and the County Administrator in the case of all other County employees, may grant a waiver from the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:
- (a) The contemporaneous employment or financial interest of the County employee has been publicly disclosed.
 - (b) The County employee will be able to perform his or her procurement functions without actual or apparent bias or favoritism.
 - (c) The award will be in the best interests of the County.
- (7) *Use of confidential information.* It shall be unethical for any elected official, employee or former employee knowingly to use confidential information for actual or anticipated personal gain.
- (8) *Sanctions.*
- (a) *Employees.* The County Board in the case of the County Administrator, and the County Administrator in the case of all other County employees, may impose any one or more of the following sanctions for any violation of the ethical standards in this section:
 - 1. Oral or written warnings or reprimands;
 - 2. Suspension with or without pay for specified periods of time; or
 - 3. Termination of employment.
 - (b) *Nonemployees.* The County Administrator may impose any one or more of the following sanctions on a nonemployee for violations of the ethical standards:
 - 1. Written warnings or reprimands;
 - 2. Termination of contracts; or
 - 3. Debarment or suspension as provided in § 3.13.

(9) *Recovery of value transferred or received in breach of ethical standards.*

- (a) *General provisions.* The value of anything transferred or received in breach of the ethical standards of this subchapter by an employee or a nonemployee may be recovered from both employee and nonemployee.
- (b) *Recovery of kickbacks by the county.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

3.15 ADMINISTRATIVE RULES AND REGULATIONS

The County Administrator is authorized to promulgate administrative rules and regulations to effect efficient, effective, and timely implementation of this Procurement Code. Such authorization shall include, but not be limited to, procedures published for use by purchasing agents.

3.16 SEVERANCE/INTERPRETATION

- (1) *Severance.* Should any provision of this subchapter be held invalid or unenforceable by a court of competent jurisdiction, or appear to be so based upon review by authorized legal counsel of County, the remainder of this subchapter, or the application of such term or provision to persons and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this subchapter shall be valid and shall be enforceable to the fullest extent provided and permitted by law.
- (2) *Interpretation.* It is intended that this subchapter shall be interpreted in a manner consistent with and applied in harmony with current and future State and federal statutes, rules and regulations.

My Department or Agency has a need for Goods or Services

Is the total cost of the good or service under \$25,000?
Note: purchases cannot be artificially divided so that each part is under \$25,000. The entirety of a purchase must be considered and not broken into parts.

No

Yes

Is the total cost of the good or service under \$80,000?

No

Yes

This is a **discretionary purchase**. Purchases under \$25,000 are to be made at the discretion of the purchasing agent. Purchases under \$25,000 can still utilize a competitive process; however, a specific process is not required.

This is a **small purchase**. At least three (3) businesses must be solicited to submit quotations from which the lowest quotation that otherwise meets the requirements of the procurement shall be selected.
Purchases between \$25,000 and \$80,000 should still utilize competitive bidding or requests for proposals if such a process is in the County's best interest.

Has there been a written declaration, by ordinance or resolution, of an emergency existing within Marathon County?

Yes

No

This is an **emergency procurement**. Emergency procurements require such competition as is practicable under the circumstances. Emergency procurements may only be made for goods or services necessary and expedient for the health, safety, protection, and welfare of persons and property.

After a good faith review of available sources, has there been a determination, in writing, that there is only one source for the required supply, service, or item?

No

Yes

This is a **sole source procurement**. A purchasing agent may award a contract without competition only if, after a good faith review of available sources, it is determined that only one source exists for the required supply, service, or item. This determination must be recorded and maintained as a public record.

Has the purchasing agent determined that the use of competitive sealed bidding is either not practicable or not advantageous to the County?

No

Yes

Competitive sealed bidding is required. Bids must be solicited, with public notice, pursuant to Section 3.05(4)(c) of the Marathon County Procurement Code.

Competitive sealed proposals are required. Proposals must be solicited, with public notice, pursuant to Section 3.05(4)(d) of the Marathon County Procurement Code.

Resolution # R-___-21

A RESOLUTION TO AMEND THE 2021 CIP for COURTROOM AND JAIL AUDIO/VIDEO ENHANCEMENTS

- WHEREAS,** On May 10th, 2021, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and
- WHEREAS,** Marathon County was been awarded \$26,356,580 in ARPA funding to be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis; and
- WHEREAS,** the County has engaged the public in listening sessions and is in the process of developing its strategic funding plan for the use of ARPA funding; and
- WHEREAS,** in order to continue to develop the comprehensive ARPA funding plan, that meets these goals:
- Identify community funding opportunities
 - Prioritize eligible expenses and investments
 - Solicit equitable responses from community leaders and aggregate them for equal input
 - Account for interlocal collaboration opportunities
 - Communicate in a highly organized, analytics and visual way, the county's strategic funding plan
- WHEREAS,** ARPA guidelines allow the County to use ARPA funding for Public Health, specifically 1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the COVID-19 Public Health Emergency; and
- WHEREAS,** the County wishes to standardize the audio and video equipment in the 6 courtrooms and 2 hearing rooms in the courthouse to address the case backlog caused by the COVID-19 pandemic and the current system is inadequate to address the backlog; and
- WHEREAS,** If video conferencing is to be used in the courts, that equipment must comply with the technical and operational standards in Subchapter III of Chapter 885 of the Wisconsin Statutes; and
- WHEREAS,** there is a need to prioritize this project and provide for the implementation of the project with a target date start date of XXX 2021; and
- WHEREAS,** there is currently an unencumbered balance in the ARPA funding that would cover the estimated costs of \$630,000 for the project; and
- WHEREAS,** the Human Resources, Finance and Property Committee has reviewed the request and has recommended to amend the 2021 CIP for the Courtroom and Jail Audio/Video Enhancements using APRA Public Health 1.7, specifically 1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the COVID-19 Public Health Emergency; and
- WHEREAS,** § 65.90(5)(a), Wis. Stats., dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors.

WHEREAS, the Human Resources, Finance and Property Committee has reviewed the funding the project and understands other funding sources may be available for the project and recommends to the County Board to approve the project with the final estimated cost use the ARPA Public health 1.7 Expenditure Category for funding.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Marathon does hereby resolve and ordain to amend the 2021 CIP Budget to do the following:

1. Amend the 2021 CIP for the Courthouse and Jail Audio/Video Enhancement for \$630,000,
2. Authorize the use of ARPA Public Health 1.7 funds to fund the project
- 3.

BE IT FURTHER RESOLVED that the Enterprise Resource Planning System is hereby designated and amended in the 2021 CIP and the project can be encumbered in the ARPA grant fund and implemented

Dated this 14th day of December, 2021.

FINANCE, PROPERTY & FACILITIES COMMITTEE

_____	_____
_____	_____
_____	_____

Fiscal Impact: This reflects an amendment to the 2021 CIP Budget. The amendment will not add additional tax levy.



Capital Project Request Form

Date of Request	October 5, 2021		
Department	Circuit Courts		
Contact Person	Judge Greg Huber		
Phone	715-261-1350	Email	Greg.Huber@wicourts.gov
Project Title	Courtroom Full Video Conferencing		
Location	Courtrooms 1 through 6, and Hearing Rooms A & B		
Is the project new, a repair/replacement or a continuation of an existing project?	New <input checked="" type="checkbox"/> Repair/Repl <input type="checkbox"/> Continuation <input type="checkbox"/> (see below)		

If continuation, fill in below:

Planning 90% complete Design/engineering 60% complete Construction/installation 0% complete

Has this request been approved by the appropriate Standing Committee or Board?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
--	------------------------------	--

Departmental Priority (check a different priority for each project)	(High)	1	2	3	4	5	6	7	8	9	10	(Low)
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Description Summary / Scope	The installation of standardized audio/video equipment in the 6 courtrooms and 2 hearing rooms in the courthouse to address the case backlog caused by the COVID-19 pandemic. Our current system is inadequate to address the backlog. If video conferencing is to be used in the courts, that equipment must comply with the technical and operational standards in Subchapter III of Chapter 885 of the Wisconsin Statutes. This project would be eligible for American Rescue Plan Funding (ARPA). See attached for additional information.
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Relation to Other Projects (if applicable):

N/A

Alternatives Considered:

1. To remain status quo which is not a viable option and does not conform with current Supreme Court rules.
2.
3.



Capital Project Request Form

Reasons Alternatives Rejected:

This alternative does not conform with current State of Wisconsin Supreme Court rules or state statute.

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

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

Please explain all checked boxes below:

#2 Fewer inmates will be transported from across the state as well as through the building limiting the risk of traffic related crashes, interaction with inmates and inmate contact with the public and victims.

#3/4 There will be fewer transports of inmates resulting in significant transportation costs. There is also a potential to save costs associated with court interpreters as well as court reporters who often have to travel to Marathon County but could remain at an alternate location and attend hearings remotely if the appropriate equipment is in place.

#5 Marathon County is currently using portable AV carts which do not have appropriate audio equipment for the efficient managing of court hearings. The proposed system would be a permanent solution with the latest technology.

#8 This would result in more efficient operations for the jail, court reporters, clerk of courts, judges as well as support staff like interpreters and attorneys who could appear via video for some hearings.

#9 This equipment has the ability to be used for a multitude of purposes including meetings, specialty courts, etc.



Capital Project Request Form

PROJECT COST

Estimated Cost Components		Cost Allocation Per Fiscal Year	
Preliminary Design / Study	\$0.00	If project funds can be allocated over more than 1 year, please indicate the amount to be allocated for each year below:	
Final Design and Engineering	\$0.00		
Land Acquisition	\$0.00	Fiscal Year	Amount
			\$0.00
Construction / Installation	\$13271.00	Fiscal Year 2022	Amount
			\$12000.00
Equipment/Furnishings	\$560,000.00	Fiscal Year 2022	Amount
			\$560000.00
Other: Contingency	\$56,000.00	Fiscal Year 2022	Amount
			\$56000.00
Miscellaneous Costs	\$0.00	Fiscal Year	Amount
			\$0.00
Project Budget (total of estimated cost components)	\$629,271.00	◀----- (sum of above should equal) -----▶	
Is this project to be funded entirely with CIP funds?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Total CIP Funding Requested		\$0	

If not funded entirely with CIP funds, list below any other (non-CIP) funding sources for this project	Funding Amount
• American Rescue Plan Act (ARPA)	\$629,271.00
•	\$
•	\$



Capital Project Request Form

ASSET LIFE, RECURRING COSTS AND RETURN ON INVESTMENT

If an existing asset (facility or equipment) is being renovated or replaced, what is the age of the existing asset in years?		0
Expected service life (in years) of the existing asset, based on applicable industry standards?		0
Estimated Service Life of Improvement (in years)		7
Existing Estimated Costs	Annual Operating Costs	\$0.00
	Repair / Maintenance Costs	\$0.00
	Other Non-Capital Costs	\$0.00
	Existing Operating Costs	\$0.00
Future Estimated Costs	Annual Operating Costs	\$0.00
	Annual Maintenance Costs	\$0.00
	Other Non-Capital Costs	\$0.00
	Future Operating Costs	\$0.00
Estimated Return on Investment (in years)		\$

Explain any other annual benefits to implementing this project:

Please see narrative above.



Capital Project Request Form

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

Program Year	Project	Description of Project	Estimated Cost
20			
20			
20			
20			
20			
20			
20			
20			
20			
20			
20			
20			
20			
20			
20			
20			
20			
20			

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

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

NOTES:



Capital Project Request Form

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

OR

CONTINUE NEXT YEAR:

DATE APPROVED BY HRFPC:

DATE APPROVED BY COUNTY BOARD:

VIDEO CONFERENCING PROJECT – COURT’S PERSPECTIVE

Description of Project

The installation of standardized audio/video equipment in the 6 courtrooms and 2 hearing rooms in the courthouse to address the case backlog caused by the COVID-19 pandemic. Our current system is inadequate to address the backlog. If video conferencing is to be used in the courts, that equipment must comply with the technical and operational standards in Subchapter III of Chapter 885 of the Wisconsin Statutes. This project would be eligible for American Rescue Plan Funding (ARPA).

Project Purpose

The project will result in reductions in county expenditures because more hearings can be conducted remotely. In criminal cases, the Sheriff’s Office will have fewer people to transport from other prisons, jails or mental health facilities. Inmates currently housed in the Marathon County Jail will less often have to be physically brought into the public areas of the courthouse. This in turn will result in a positive return health-wise for Marathon County, helping to reduce the spread of illness, such as COVID-19.

Court interpreters would also be able to appear more often remotely. Currently, if an interpreter is unable to adequately hear and see the litigant, the County must pay to have the interpreter travel to Wausau. (Wisconsin has no certified Hmong interpreters and many of the interpreters used in the Marathon County courts live in Minnesota.)

The project will replace the current makeshift video conferencing systems that now exist in each courtroom that do not meet the Supreme Court video conferencing requirements as set forth in Chapter 885 of the Statutes. Reliance on the current system makes court cases vulnerable to legal challenges by defendants, and could result in cases having to be re-litigated.

In addition, there is a statewide stenographic court reporter shortage and in some of our courtrooms the judges cannot utilize available out of county reporters because the reporters are not able to clearly hear everyone in the courtroom. When an official record cannot be made by a court reporter, the court proceeding cannot be held, thus causing further delays in case processing. Having standardized audio/video equipment will make court clerks more efficient by having the same equipment in each courtroom instead of having a different system in each Branch.

VIDEO CONFERENCING PROJECT – SHERIFF’S OFFICE PERSPECTIVE

Implementing a permanent video court system will benefit the operations of the Sheriff’s Office in a number of ways. These benefits include efficiencies for staff and mitigation of risk in a number of areas.

Daily, staff from within the Marathon County Jail transport inmates between the jail and courtrooms within the courthouse. Many of these “transports” involve moving inmates in public and common areas of the courthouse. Although low frequency events, we have had inmates assaulted while in transport to a courtroom and have had victims harassed by an inmate. These low frequency events are high liability risks for the county. By employing more video court appearances we will mitigate these risks by having inmates remain in the jail and appearing by video in courtrooms. This process will also allow for more efficiencies in the jail limiting the need to pull staff from other areas of the jail to accommodate the transport to a courtroom as well as limit the need to hold staff over or call them in to work on overtime to facilitate these transports.

A more significant risk is the daily transport of inmates from facilities across the state to our courthouse for non-evidentiary hearings. When inmates are transported in this manner, we incur increased risk to staff and inmates due to the risk of traffic accidents and/or interactions with inmates who are uncooperative. Additionally, these transports are very costly when you consider the number of hours staff have involved in transporting someone to our courthouse for a short hearing and then the return of that inmate to the facility they picked them up from. In some cases these hearings never take place and the transports were unnecessary. By having video court resources we would significantly limit these transports resulting in reduced risk to inmates and staff as well as cost reduction associated with staff and transportation costs.

At this time the alternative to a dedicated video system is to remain status quo resulting in significant annual costs to Marathon County.

Omni Glass & Paint, LLC

3530 Omni Drive, Oshkosh, WI 54904
PH: (920) 233-3333 FAX: (920) 236-7890

1450 Gruber Road, Green Bay, WI 54313
PH: (920) 233-3333 FAX: (920) 434-5721

5304 Schofield Avenue, Schofield, WI 54476
PH: (715) 355-8938 FAX: (715) 355-5249

20711 Watertown Rd., Suite D1, Waukesha, WI 53186
PH: (920) 233-3333 FAX: (262) 696-6013

GLASS PROPOSAL

To: Marathon County

Project: Marathon Jail Video Room

Location: Wausau

Proposal No.: G21-2440 Revised

Date: 11/18/2021

Attn: Craig Christians

Omni Glass & Paint, LLC, proposes to furnish materials and/or labor described below, for sums stated.

To furnish and install aluminum door and frame with 1" security glass and 1" insulated panels for the sum of **\$8,771.00 no tax**

**See elevation attached and lock set quoted

Door lead time 10 weeks

Security glass lead time 6 – 8 weeks

Qualifications:

1. This proposal supersedes any previously given, either written or verbal, and is valid for 30 days only, unless extended at our option.
2. Subject to provision contained on this or any attached sheets making up this proposal.
3. Contractor/Customer to hold openings to approved Shop Drawings.
4. Rough Opening conditions are to be in compliance with approved Shop Drawings and are to provide adequate anchoring for window framing system.
5. All systems priced as screw spline.

Thank you for the opportunity to quote this project. If you have any questions, please call me at our office.

Chris Herb, Project Manager PH: (715) 355-8938 e-mail: cherb@omnigp.com

Continued.....

Initial ____

EXCEPTIONS – IMPORTANT – PLEASE READ!

Our quotation is based upon the use of your cranes, hoists, and/or elevators to place materials on floors, and use of all jobsite utilities, without charge to Omni Glass & Paint, LLC ("Omni")

OUR PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

- Dumpster or disposal fees.
- Cleaning or washing of any glass, aluminum or other items covered in this proposal, protection of same after installation, and replacement or repair of material damaged by others.
- Furnishing or installation of any wood, masonry, steel, subframes, blocking, etc., required for the subsequent installation of our materials, or the installation of any electrical, heating, plumbing, or other work which may be required, except as noted in our quotation.
- Barricades of all sorts against weather, pilferage, or for other reasons.
- Any temporary enclosures, whether or not they are due to window manufacturer's delivery.
- Back charges for any services not specifically previously agreed to in writing, and/or back charges of any nature for delays to the project caused by conditions beyond our control.
- Special shifts or overtime unless agreed to in writing.

OTHER CONDITIONS:

- It is Omni's policy not to accept open-ended back-charges for deficient work we were not given the opportunity to correct at our expense. Contractor/Customer is required to provide reasonable notice per WI law, and to provide documentation of each incident, along with backup information including time sheets and invoices commensurate with the same documentation required of Omni for added work. Omni will reimburse only labor and materials as mutually agreed exclusive of overhead and profit.
- Any work done on owner's glass will be done at owner's risk.
- It is understood that if Contractor/Customer uses their own contract form, the conditions of the quotation fully apply, unless specifically written out and mutually agreed upon.
- Delivery to jobsite is understood to be transported to jobsite only, not unloaded, or spotted.
- Any warranty on materials, expressed or implied, is from the manufacturer only.
- Seller warranties labor for one year from date of installation.
- Any work done on owner's existing window sash, framing, trim and stops, will be done at owner's risk. Seller assumes no responsibility for damage of above.

TERMS

- A 2.5% fee will be added to the Commercial Work Invoice when customer pays by credit card.
- No discount – due 10th prox.
- Furnish Only projects net 30 days.
- Owner Direct Purchase projects net 30 days.
- Past due accounts subject to interest charge of 1-1/2%, per month (annual rate of 18%).
- Seller reserves right to stop work or delivery whenever an account is in arrears, without recourse by affected parties.
- Retainages (when allowed) are due immediately upon receipt from owner.

WARRANTY

- Omni warranties its labor for one (1) year from date work completed.
- All materials used are under warranty by the manufacturer. Warranties may vary by manufacturer. Omni does not warranty materials.

Accepted by:

Accepted by:

General Contractor / Customer

Omni Glass & Paint, LLC

Date _____

Date _____

Project Name: Marathon Jail Video room

8/12/2021 2:21 PM

Frame Set Name: Frame Set 1

Frame Name: Frame 1

Metal Group: M451T CG/SS/OG STOPS UP NEW SILL

D/S: 1 Frame Type: Standard

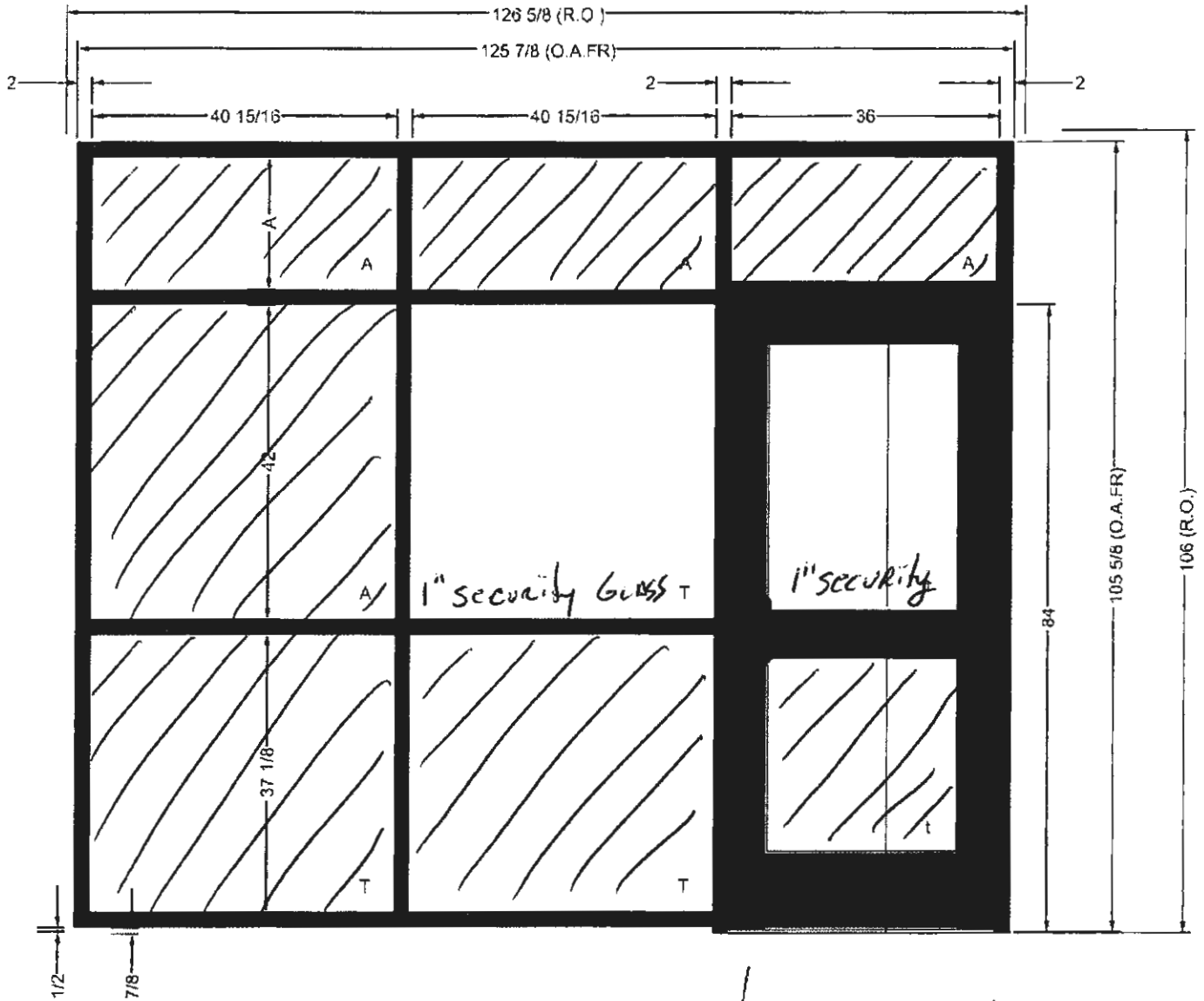
Required: 1 Panels: 3 Rows: 2

Frame Width: 125 7/8

Frame Height: 105 5/8

Back Member Color: #40 DARK BRONZE : PERMANODIC

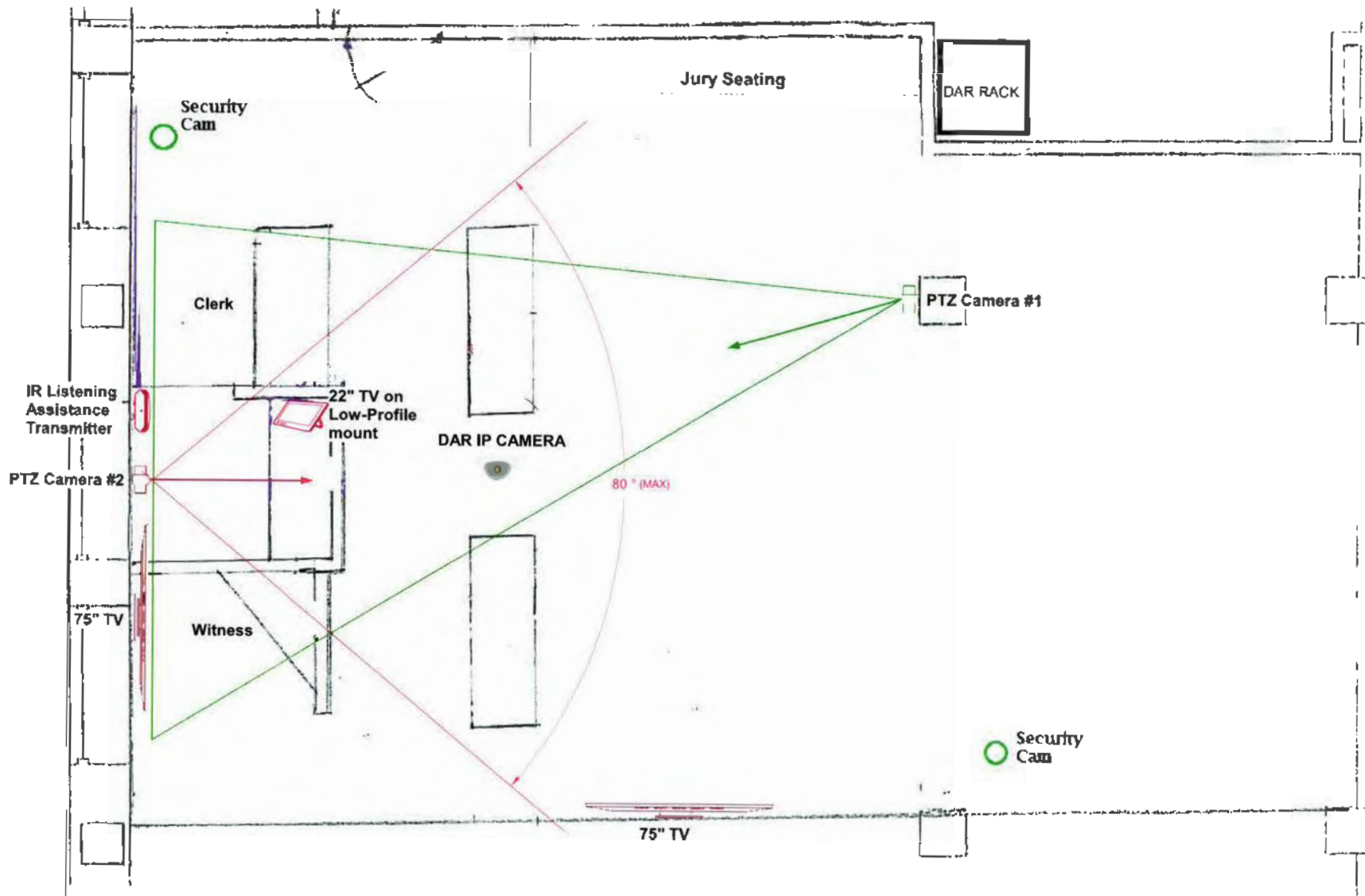
Face Member Color: #40 DARK BRONZE : PERMANODIC

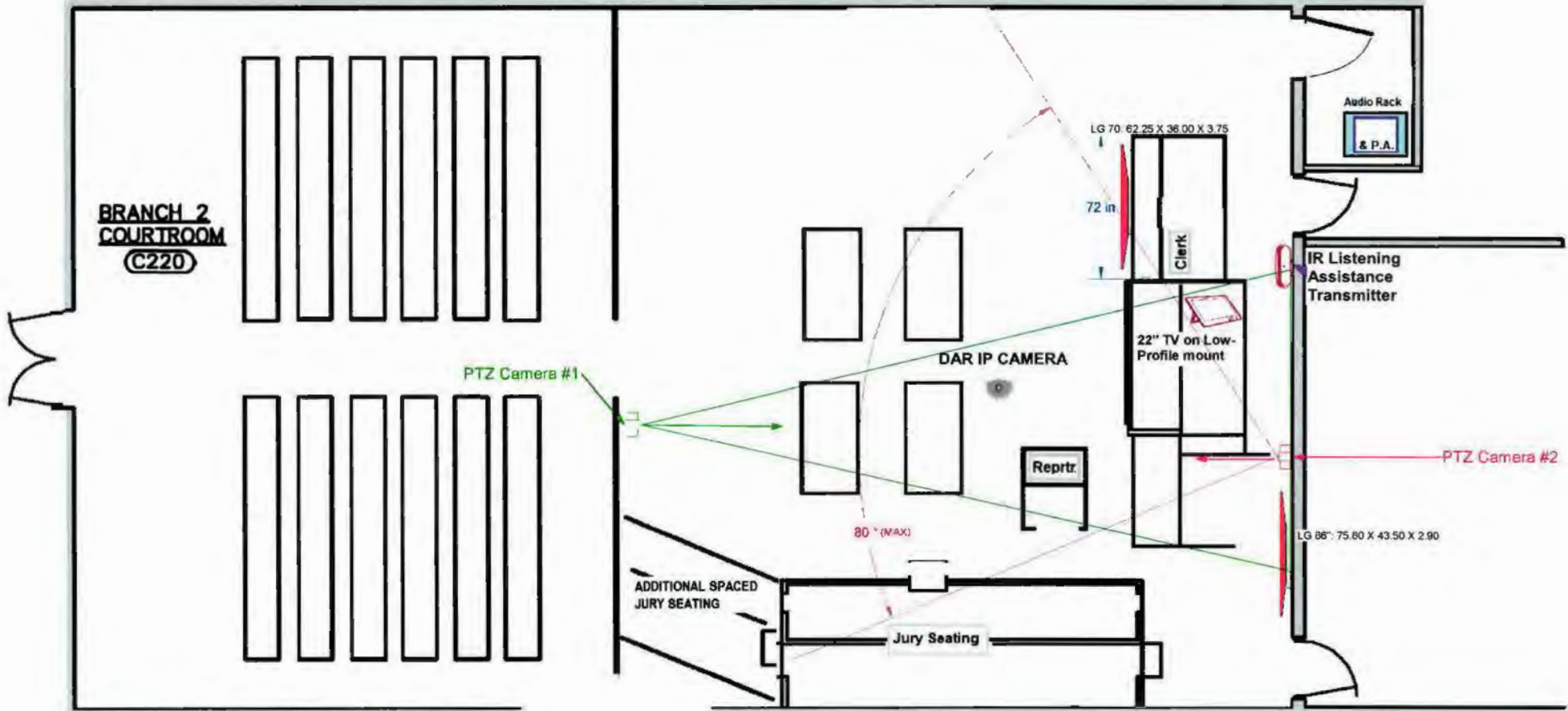


A=17 5/8

/// = 1" INSULATED PANELS

- * CONTINUOUS Hinge
- * LCN 4040 PA CLOSER
- * LOCKSET (SEE ATTACH)





Chad Billeb

From: Craig Christians
Sent: Thursday, November 18, 2021 7:51 AM
To: Chad Billeb
Subject: FW: Marathon Jail Video Room Door Proposal Revised
Attachments: Marathon Jail Video Room Door, G21-2440 Revised.pdf

Chad,

Attached is the updated price for the wall that was discussed in our meeting with Sandra. There will also be a cost with the HVAC that will be roughly \$2500.00 and I would say \$2,000.00 of misc. cost. Will this work for you?

Thanks,

Craig Christians

Facility Planner
Marathon County Facilities and Capital Management
Phone: 715-261-6987
Fax: 715-261-6990
craig.christians@co.marathon.wi.us

1000 Lakeview Dr. Suite 300
Wausau, WI 54403

From: Angela Beltran <ABeltran@omnigp.com>
Sent: Thursday, November 18, 2021 7:45 AM
To: Craig Christians <Craig.Christians@co.marathon.wi.us>
Cc: Chris Herb <cherb@omnigp.com>
Subject: [EXTERNAL] Marathon Jail Video Room Door Proposal Revised

Good Morning Craig,

Please see the attached revised proposal from Chris Herb.

If you have questions or would like to proceed, you can contact Chris at (715) 574-4526 or by email at cherb@omnigp.com

Thank you,
Angie Beltran
Project Coordinator



Omni Glass & Paint, LLC
5304 Schofield Ave.
PO Box 348
Schofield, WI 54476
Office: (715) 355-8938
www.omnigp.com

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Resolution # R-____-21

A RESOLUTION TO AMEND THE 2021 CIP for the 2020 CIP BIG EAU PLEINE ELECTRICAL UPGRADE AND FUNDING OF THE BIG EAU PLEINE ELECTRICAL UPGRADE

- WHEREAS,** The 2020 CIP has a project listed as the Big Eau Pleine Road Project at \$80,600; and
- WHEREAS,** This project has been slated to begin in 2021; and
- WHEREAS,** Whereas there is an unencumbered amount in the 2021 CIP project for the Horse Barn of \$35,000; and
- WHEREAS,** the County wishes to use the fund from the 2021 Horse Barn Project to complete the Big Eau Pleine Electrical Upgrade; and
- WHEREAS,** In order to accomplish this with the 2021 funding the County would like to amend the 2021 CIP for the Big Eau Pleine Electrical Upgrade; and
- WHEREAS,** the Human Resources, Finance and Property Committee has reviewed the request and has recommended to amend the 2021 CIP for the Big Eau Pleine Electrical Upgrade to transfer the funding of \$35,000 from the 2021 CIP Horse Barn Project; and
- WHEREAS,** § 65.90(5)(a), Wis. Stats., dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Marathon does hereby resolve and ordain to amend the 2021 CIP Budget to do the following:

1. Amend the 2021 CIP funding for the Big Eau Pleine Electrical Upgrade project to be taken from the funding for the 2021 Horse Board project

Dated this 14th day of December 2021.

FINANCE, PROPERTY & FACILITIES COMMITTEE

Fiscal Impact: This reflects an amendment to the 2021 CIP Budget. The amendment will not add additional tax levy.



CHARTER

2022 CIP for Courtroom and Jail Audio/Video Enhancements

Purpose: Selection of an enhanced video conferencing system for the Circuit Court Branches, Hearing Rooms and jail inmate video court for Marathon County.

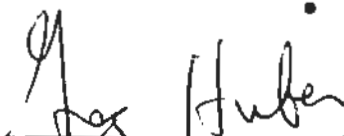
Composition of Committee: Chad Billeb, Sheriff's Office
Kelly Schremp, Clerk of Courts
Gerry Klein, City-County IT Commission
Craig Christians, Facilities and Capital Management
Judge Greg Huber Br. 2 – Chief Judge

Goals/Commitments:


- Identify a viable long-term solution for the enhancement of video conferencing capabilities in the Marathon County Courts.
- Create efficiencies within the Marathon County Court System by implementing seamless access to video conferencing technology and integration of the state CCAP DAR system.
- Jail staff will ensure full access to inmates and video services within Marathon County Jail.
- Marathon County courts will at all times utilize video conferencing to facilitate non-evidentiary hearings authorized by the State Supreme Court.

Reporting Relationship: Committee membership will provide a link for communication and recommendations to the following individuals:

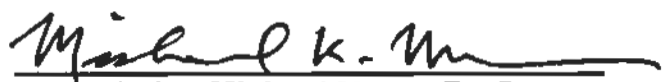
- Marathon County Board of Supervisors
- Marathon County Administrator Lance Leonhard




Judge Greg Huber Br. 12



Sheriff Scott Parks



Judge Michael Moran Br. 5



Interim Clerk of Courts Kelly Schremp

Type	Department	Project Request Cost	Years Previously Funded	PROJECT DESCRIPTION	Project Rank	FUNDING SOURCES						Un-Funded	TOTAL
						CIP Fund Balance	Tax Levy	Grant Funding	Borrowing	Registration Fees	Other		
2020 CIP PROJECT REQUESTS													
PROJECTS NOT FUNDED BY CIP													
Imp	HWY	\$6,811,071	Continuous	Bituminous Surfacing. This 279	N/A		\$3,121,383	\$689,688		\$3,000,000		\$6,811,071	
Imp	HWY	\$550,000	Continuous	Replace and Rehabilitate County Bridges and Culverts. 284	N/A		\$555,000	\$15,000				\$550,000	
Imp	HWY	\$387,480	Continuous	Replace and Rehabilitate Federally Funded Bridges and Culverts 284	N/A		\$587,480					\$387,480	
Imp	HWY	\$315,954	Continuous	Replace and Rehabilitate Municipality Funded Bridges and Culverts(Bridge Aid)	N/A		\$315,954					\$315,954	
Imp	CWA	\$1,490,000	N/A	Airport Improvement Program / Passenger Facility Charge. \$1,490,000.	N/A					\$1,490,000		\$1,490,000	
Imp	CWA	\$300,000	N/A	General Aviation Development. \$300,000.	N/A						\$300,000	\$300,000	
Imp	CWA	\$1,400,000	N/A	CWA Automated Parking Lot System. \$1,400,000.	N/A					\$1,400,000		\$1,400,000	
Imp	Solid Waste	\$1,400,000	N/A	HHW Facility and Repair Shop. \$1,400,000.	N/A					\$1,400,000		\$1,400,000	
Imp	Solid Waste	\$130,000	N/A	Bluebird Ridge Gas System Expansion. \$130,000.						\$130,000		\$130,000	
Imp	Solid Waste	\$4,750,000	N/A	Area B Closure. \$4,750,000.						\$4,750,000		\$4,750,000	
Imp	Solid Waste	\$60,000	N/A	Solar Array Installation. \$60,000.	N/A					\$60,000		\$60,000	
	Sub Total	\$17,794,505										\$17,794,505	
RECURRING PROJECTS													
Imp	FCM	\$50,000	Recurring	County Facility Parking Lot Fund s/b @ \$50,000.	N/A	\$50,000						\$50,000	
Imp	HWY	\$300,000	Recurring	Right-of-Way Fund s/b @ \$300,000.	N/A	\$0					\$300,000	\$300,000	
	Sub Total	\$350,000										\$350,000	
PROPOSE PROJECT TO ADD													
Imp	SHERIFF	\$610,000		Jail Roof Project 602 93798290		\$610,000						\$610,000	
Imp	LIBRARY	\$150,000		Library Stonework Repair 620 93798290		\$150,000						\$150,000	
		\$760,000		Carryover from Hwy Rolling stock -borrowed instead \$316,602								\$760,000	
TECHNOLOGY PROJECTS @ 30% \$537,176													
Equip	CCIT	\$166,000	Recurring	PC Upgrade Fund.	N/A	\$166,000						\$166,000	
Equip	CCIT	\$101,000	Recurring	Network / Server Upgrade Fund.	N/A	\$101,000						\$101,000	
Equip	CCIT	\$40,000	Recurring	Video Equipment Upgrade Fund.	N/A	\$40,000						\$40,000	
Equip	CCIT	\$40,000	Recurring	Voice Equipment / Phone System Upgrade Fund.	N/A	\$40,000						\$40,000	
Equip	CCIT	\$1,500,000	2019 / \$350k	Financial / Human Resource Management Solution. 650,000/500,000 in 2020/2021.	N/A	\$55,625				\$350,000	\$1,094,375	\$1,500,000	
Equip	CCIT	\$250,000	2019 / \$141,176	Technology Small Capital.	N/A	\$250,000						\$250,000	
Equip	CCIT	\$38,000	2013	Laserfiche Licenceing.	N/A	\$38,000						\$38,000	
	Sub Total	\$2,135,000		CCITC CIP FUNDS 30% 690,625								\$2,135,000	
ROLLING STOCK													
Equip	FCM	\$52,876	N/A	Rolling Stock Replace Enterprise Fleet Management. Central Service Lease.	N/A	\$52,876						\$52,876	
Equip	CPZ	\$0	N/A	Rolling Stock Replace Enterprise Fleet Management.	N/A	\$0						\$0	
Equip	CWA	\$11,840	N/A	Rolling Stock Replace Enterprise Fleet Management.	N/A						\$11,840	\$11,840	
Equip	EM	\$0	N/A	Rolling Stock Replace (\$229,500 in 2022 and shared equipment 2020)	N/A						\$0	\$0	
Equip	FCM	\$40,000	N/A	Rolling Stock Replace (\$40,000).	N/A	\$40,000						\$40,000	
Equip	NCHC	\$28,000	N/A	Rolling Stock Replace (\$28,000).	N/A	\$28,000						\$28,000	
Equip	PR&F	\$173,460	Recurring	Rolling Stock Fund s/b @ \$173,460.	N/A	\$173,460						\$173,460	
Equip	Sheriff	\$333,696	Recurring	Rolling Stock Fund s/b @ \$333,696. 602 93898171	N/A	\$5,298		\$328,398				\$333,696	
Equip	HWY	\$957,600	Recurring	Rolling Stock Fund s/b @ \$957,600. 801 285 98190	N/A	\$0		\$957,600		\$316,602		\$1,274,202	
	Sub Total	\$1,697,472										\$1,914,074	

DRAFT 2021 CIP PROJECT REQUESTS

PAGE 1 OF 1

TYPE	DEPARTMENT	PROEJCT REQUEST COST	PROJECT DESCRIPTION	PROJECT RANK	FUNDING SOURCES						Un-Funded	TOTAL
					CIP Fund Balance	Tax Levy	Grant Funding	Borrowing	Registration Fees	Other/Transfer from FB		
PROJECTS NOT FUNDED BY CIP												
Imp	HWY	\$6,378,767	Bituminous Surfacing.			\$3,163,948	\$198,319		\$3,000,000	\$16,500	\$6,378,767	
Imp	HWY	\$375,000	Replace and Rehabilitate County Bridges and Culverts.			\$375,000					\$375,000	
Imp	HWY	\$439,130	Replace and Rehabilitate Federally Funded Bridges and Culverts.			\$439,130					\$439,130	
Imp	HWY	\$525,000	Culverts / Bridges Aid.			\$525,000					\$525,000	
Imp	CWA	\$16,500,000	Runway Decoupling.				\$16,500,000				\$16,500,000	
Imp	Solid Waste	\$168,500	Vehicle Scale.							\$168,500	\$168,500	
	Sub Total	\$24,386,397									\$24,386,397	
RECURRING PROJECTS												
Imp	FCM	\$50,000	County Facility Parking Lot Fund s/b @ \$50,000.		\$50,000						\$50,000	
Imp	HWY	\$300,000	Right-of-Way Fund s/b @ \$300,000.							\$300,000	\$300,000	
TECHNOLOGY PROJECTS @ % \$1,300,868												
Equip	CCIT	\$166,000	PC Upgrade Fund.		\$166,000						\$166,000	
Equip	CCIT	\$101,000	Network / Server Upgrade Fund.		\$101,000						\$101,000	
Equip	CCIT	\$40,000	Video Equipment Upgrade Fund.		\$40,000						\$40,000	
Equip	CCIT	\$40,000	Voice Equipment / Phone System Upgrade Fund		\$40,000						\$40,000	
Equip	CCIT	\$1,500,000	Financial/HR Management Solution.CCITC software Carryover funds		\$949,375				\$550,625		\$1,500,000	
Equip	CCIT	\$150,000	Technology Small Capital.		\$4,493				\$145,507		\$150,000	
	Sub Total	\$1,997,000									\$1,997,000	
ROLLING STOCK												
Equip	FCM	\$40,000	Rolling Stock.		\$40,000						\$40,000	
Equip	FCM / CPZ	\$52,876	Rolling Stock Lease - Enterprise Fleet Management.		\$52,876						\$52,876	
Equip	PR&F	\$173,460	Rolling Stock Fund s/b @ \$173,460.				\$173,460				\$173,460	
Equip	Sheriff	\$333,696	Rolling Stock Fund s/b @ \$333,696.				\$333,696				\$333,696	
Equip	HWY	\$957,600	Rolling Stock Fund s/b @ \$957,600.		\$957,600						\$957,600	
	Sub Total	\$1,557,632									\$1,557,632	
PROJECTS RANKED IN PRIORITY ORDER BY CIP COMMITTEE												
Bldg	Medical Examiner	\$3,697,400	Marathon County Regional Forensic Science Center.	GL Code						\$3,697,400	\$3,697,400	
Imp	HWY	\$1,320,000	Bridge Deck Replacement Cth C, X O HRFC approved 10/13/2020				\$1,320,000				\$1,320,000	
Imp	HWY	\$105,000	Two CTH P Box Culvert HRFC approved 10/13/2020				\$105,000				\$105,000	
Imp	HWY	\$668,000	CTH X Howland-Weston Ave pavement replacement HRFC approved 10/13/2020				\$668,000				\$668,000	
Imp	???	\$250,000	Match for Broadband project grant- HRFC requested and approved 9/21/2020		\$250,000						\$250,000	
Imp	FCM	\$526,764	Library Roof Replacement.				\$526,764				\$526,764	
Imp	Sheriff	\$200,000	Jail Gym Skylight Replacement.				\$200,000				\$200,000	
Imp	FCM	\$75,000	HVAC Design Services for Steam Removal at NCHC Campus.				\$75,000				\$75,000	
Imp	FCM	\$688,000	LVPP Window Replacement.		\$688,000						\$688,000	
Imp	PR&F	\$250,000	Big Eau Pleine Road Repairs.				\$250,000				\$250,000	
Imp	FCM	\$49,800	HVAC Design Services - Jail Admin and Kitchen.		\$49,800						\$49,800	
Imp	FCM	\$80,625	West Street Fire and Security System Replacement. HOLD						\$80,625		\$80,625	
Imp	Sheriff	\$500,000	Juvenile Facility Roof Replacement.				\$500,000				\$500,000	
Imp	HWY	\$190,000	County Road "L" Beaver Creek. CIP FUNDING 284			\$190,000					\$190,000	
Imp	PR&F	\$140,000	Playground Replacement. 4 year project total \$600,000.				\$140,000				\$140,000	
Imp	UW	\$175,000	Parking Lot "C" Replacement.		\$175,000						\$175,000	
Imp	FCM	\$80,500	Courthouse - South Penthouse Roof.				\$80,500				\$80,500	
Imp	UW	\$825,000	Bldg HVAC Control System Upgrade.				\$825,000				\$825,000	
Imp	FCM	\$225,000	Envelope Repairs on LVPP Building at NCHC.		\$225,000						\$225,000	
Imp	UW	\$53,300	Heating Plant Roof Replacement.				\$53,300				\$53,300	
Imp	HWY	\$125,000	County Road "O" Four Mile Creek. CIP FUNDING 284			\$125,000					\$125,000	
Imp	PR&F	\$50,000	Park Restroom Replacement.				\$50,000				\$50,000	
Imp	FCM	\$380,000	A&B Unit Roof Replacement at NCHC Campus.				\$380,000				\$380,000	
Imp	PR&F	\$35,000	Big Eau Pleine Horse Barn Replacement.				\$35,000				\$35,000	
Imp	FCM	\$381,232	NCHC Campus A&B Bldg - Arch/Eng for Renovation to Move Social Services to Lake View Campus.		\$371,082		\$10,150				\$381,232	
Imp	HWY	\$55,000	County Road "N" & "R" Upgrade. CIP FUNDING 284			\$55,000					\$55,000	
Imp	PR&F	\$35,000	Marathon Park Marquee						\$35,000		\$35,000	
Imp	PR&F	\$50,000	Marathon Park - Westside Master Plan. HRFC requested and approved 9/21/2020	1808882	\$50,000						\$50,000	
	Sub Total	\$11,210,621									\$11,210,621	
2021 Total of All Project Requests		\$39,501,650			\$4,210,226	\$4,873,078	\$16,698,319	\$5,725,870	\$3,000,000	\$881,132	\$4,113,025	\$39,501,650
Type: Equip = Equipment Imp = Improvement Bldg = Building					Total Amount Funded from 2021 CIP	Total Amount from Tax Levy	Total Amount from Grant Funding	Total Amount from Borrowing	Total Amount from Registration Fees	Total Amt from Other Funding Sources	Total Amount Not Funded	Total Amount of all Project Requests (Funded & Un-Funded)

Marathon County 2022 HRFC CALENDAR

January						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

May						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	HRFC MTG		MLK DAY ON		AGENDA POSTED AT NOON
	Holidays		AGENDA/PACKET ITEMS		MISC
	Payday/Holiday		DUE BY 10 AM		