



**OFFICE OF KIM TRUEBLOOD  
COUNTY CLERK  
MARATHON COUNTY**



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

**ADJOURNED ORGANIZATIONAL MEETING – AGENDA**

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THE ADJOURNED ORGANIZATIONAL MEETING of the Marathon County Board of Supervisors, composed of thirty-eight (38) members, will convene at the Marathon County Courthouse, Assembly Room, 500 Forest Street, Wausau, on Tuesday, May 24, 2022, at 7:00 p.m. to consider the following matters:

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

**Phone #: 1-408-418-9388**

**Access Code: 146 235 4571**

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

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

**A. OPENING OF SESSION:**

1. Meeting called to order by County Board Chair at 7:00 p.m., the agenda being duly signed and posted
2. Pledge of Allegiance to the Flag; Followed by a Moment of Silence/Reflection
3. Reading of Notice
4. Request for silencing cell phones and other electronic devices
5. Roll Call
6. Acknowledgment of visitors

**B. MEMORIAL**

7. Mao Khang

**C. APPOINTMENTS:**

8. Park Commission – Lou Larson and Carol Lukens
9. Public Library Board – Andrea Sheridan

**D. CONSENT AGENDA:**

10. Approval of minutes from the April 19 & 26, 2022 meetings
11. Referral of bills and communications to respective committees
12. Authorizing the Clerk to issue orders, bills, and claims form the last session through this session.
13. Resolutions:
  - a) Environmental Resources Committee:
    1. Town of Ringle – Comprehensive Revision and Adoption of a Town Zoning Ordinance and Zoning District Map #R-36-22
14. Ordinances:
  - a) Environmental Resources Committee:
    1. Town of Reid Rezone – Gail Buchkowski #O-13-22

## RESOLUTIONS

### E. HUMAN RESOURCES, FINANCE, AND PROPERTY COMMITTEE:

15. Approve 2022 Budget Transfers for Marathon County Department Appropriations  
#R-37-22
16. Resolution Awarding the Sale of \$24,165,000 General Obligation Capital Improvement  
Bonds, Series 2022A #R-38-22
17. Resolution Awarding the Sale of \$19,225,000 General Obligation Health Care Project  
Building Bonds, Series 2022B #R-39-22

### F. INFRASTRUCTURE COMMITTEE:

18. Town of Emmet Request for Financial Aid for Access to Big Eau Pleine Park Road  
#R-40-22
19. Resolution to Vacate Portion of Highway Right-of-Way #R-41-22

### G. MISCELLANEOUS BUSINESS:

20. Announcements and/or requests
21. Move to adjourn

WITNESS: My signature this 24<sup>th</sup> day of May, 2022

Kim Trueblood  
Marathon County Clerk

**NOTE:** The next meeting of the County Board will be the Informational Meeting on **Thursday, June 16, 2022** at 7:00 p.m. The regular business meeting will be held **Tuesday, June 21, 2022** at 7:00 p.m. Both meetings will be held in the Assembly Room of the Courthouse and via WebEx.

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

NOTICE PROVIDED TO: County Board Members, Marathon County Departments  
News Media, Posted on County Website: [www.co.marathon.wi.us](http://www.co.marathon.wi.us)

**MEMORIAL**  
Life and Public Service of  
Mao B. Khang

Mao B. Khang, age 48, died Friday, April 29, 2022 at the Aspirus Hospice Home. She was born July 28, 1973 in Laos. Along with her family, she immigrated to the United States from a refugee camp in 1978.

Mao had three children - a daughter, Keyna, age 20 and two sons, Mishka age 18 and Gemini age 17. She devoted her life to her children and to victims of abuse. She worked at domestic abuse/sexual assault agencies in Wood County, in Portage County, and eventually at The Women's Community (in Marathon County) where she was an advocate for over 20 years. Mao helped bridge many gaps between the Hmong community and the mainstream community. She devoted time to helping Hmong elders understand the laws of Wisconsin, and non Hmong community partners understand how the clan system operates and the impact it has within the Hmong community.

She was a voice for Hmong women and children who often felt ignored and invisible. She recognized the beauty of so much of the Hmong culture, but also that some things needed to be changed and she addressed those issues head on. But she was still full of compassion and care, even when fighting for the rights of victims. Mao had a heart bigger than the sea and her capacity for forgiveness was immeasurable. In everything she did, she was always thinking how her actions could make life better for the next generations.

With the passing of Mao Khang we have lost a community servant and leader who is deeply respected, admired, and honored for her devotion to her community, and to serving victims of abuse. She is hereby honored and remembered for her faithful public service.

NOW, THEREFORE, BE IT RESOLVED by the Marathon County Board of Supervisors that they enter this Memorial into the proceedings of the Board out of respect for the memory of Mao B. Khang. A copy of this memorial shall be sent to her family with the sympathies of the Board.

Dated this 24<sup>th</sup> day of May, 2022

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Kurt Gibbs, Chairperson  
Marathon County Board of Supervisors

STATE OF WISCONSIN )  
                                  )SS.  
COUNTY OF MARATHON )

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above Memorial was approved by the Marathon County Board of Supervisors at their Adjourned Organizational Meeting which was held May 24, 2022.

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Kim Trueblood  
Marathon County Clerk

**APPOINTMENT**  
**Park Commission**

I, Lance Leonhard, Marathon County Administrator, do hereby upon approval of the Board of Supervisors appoint Wausau City Alderperson Lou Larson (replacing Jim Wadinski) and Wausau City Alderperson Carol Lukens (replacing Pat Peckham) to the Park Commission to complete a seven year term to expire June 30, 2029, or until such time as they are no longer on the City Council, whichever occurs first.

Dated this 24<sup>th</sup> day of May, 2022.

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Lance Leonhard  
Marathon County Administrator

STATE OF WISCONSIN )  
  )SS.  
COUNTY OF MARATHON )

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above appointments were confirmed by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held May 24, 2022.

S E A L

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Kim Trueblood  
Marathon County Clerk

**APPOINTMENT  
Public Library Board**

I, Lance Leonhard, Marathon County Administrator, do hereby, upon approval of the Board of Supervisors, appoint the following individual to the Marathon County Public Library Board to complete a three-year term to expire December 31, 2024 (replacing Scott Winch):

Andrea Sheridan, 1808 Tall Oaks Drive, Wausau, WI 54403

Per diem and mileage/expense reimbursement will be paid for meeting attendance, to be paid from library budgeted funds.

Dated this 24<sup>th</sup> day of May, 2022

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Lance Leonhard  
Marathon County Administrator

STATE OF WISCONSIN    )  
  )SS.  
COUNTY OF MARATHON    )

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above appointment was confirmed by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held May 24, 2022.

S E A L

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Kim Trueblood  
Marathon County Clerk



## Marathon County Citizen Participation Form

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

### Contact Information

**Date**

3/22/2022

**First Name \***

Andrea

**Last Name \***

Sheridan

**Address: \***

1808 Tall Oaks Drive

**City: \***

Wausau

**Zip Code: \***

54403

**Phone \***

(715)497-0722

**Email \***

sheridan94@charter.net

**Years as a Marathon County Resident \***

18

**Occupation/Employer, if applicable**

Superintendent of Schools, School District of Athens

### Business Information

**Business Name**

School District of Athens

**Address:**

601 West Limits Road

**City:**

Athens

**Zip Code:**

54411

**Choose Boards/Commissions and/or Committee \***

- |   |  |
|---|--|
| <input type="checkbox"/> Administrative Review Board                    | <input type="checkbox"/> ADRC-CW Advisory Committee                    |
| <input type="checkbox"/> Board of Adjustment                            | <input type="checkbox"/> Capital Improvement Committee                 |
| <input type="checkbox"/> Central Wisconsin Airport Board                | <input type="checkbox"/> Central WI Economic Development Board (CWED)  |
| <input type="checkbox"/> Children With Disabilities Board               | <input type="checkbox"/> City-County IT Commission                     |
| <input type="checkbox"/> Civil Service Commission                       | <input type="checkbox"/> Community Action Program Board                |
| <input type="checkbox"/> Diversity Affairs Commission                   | <input type="checkbox"/> Local Emergency Planning Committee            |
| <input type="checkbox"/> Environmental Resources Committee (ERC)        | <input type="checkbox"/> Board of Health                               |
| <input type="checkbox"/> Highway Safety Commission                      | <input type="checkbox"/> Land Information Council                      |
| <input type="checkbox"/> Metallic Mining Committee                      | <input type="checkbox"/> Metropolitan Planning Commission              |
| <input type="checkbox"/> North Central Community Services Program Board | <input type="checkbox"/> North Central WI Regional Planning Commission |
| <input type="checkbox"/> Park Commission                                | <input checked="" type="checkbox"/> Public Library Board               |
| <input type="checkbox"/> Social Services Board                          | <input type="checkbox"/> Solid Waste Management Board                  |
| <input type="checkbox"/> Transportation Coordinating Committee          | <input type="checkbox"/> Veterans Service Commission                   |
| <input type="checkbox"/> WI Valley Library Service Board of Trustees    |  |

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

I have a passion for education, and seek out opportunities to embrace servant leadership options offered throughout the greater Wausau community. If given the opportunity to become a Public Library Board member it would broaden my understanding of the learning opportunities available within Marathon County for children and adults. In addition, serving in this capacity would provide me with the latitude to develop a stronger partnership between the School District of Athens, all Marawood County school districts, and our Public Libraries.

**What qualifications can you bring to these Committees? \***

I have been an educator for approximately twenty-five years. I bring experiences as a classroom teacher, campus principal, district administrator, and superintendent in both rural and suburban school districts within the state of Wisconsin and throughout the United States. In addition, I feel compelled to give back to my community by volunteering and supporting local organizations.

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

Blessings in a Backpack, Advisory Board member  
CVA, Advisory Board member

**Other Community Involvement**

Member of St. Mark's Lutheran Church

**References(Please Include 3)**

Reference

**First Name \***

Scott

**Last Name \***

Winch

**Address:**

[REDACTED]

**City:**

[REDACTED]

**Zip Code:**

[REDACTED]

**Phone \***

[REDACTED]

**Relationship to You \***

Colleague

**First Name \***

Cari

**Last Name \***

Guden

**Address:**

[Redacted]

**City:**

[Redacted]

**Zip Code:**

[Redacted]

**Phone \***

[Redacted]

**Relationship to You \***

Colleague

**First Name \***

Rick

**Last Name \***

Parks

**Address:**

[Redacted]

**City:**

[Redacted]

**Zip Code:**

[Redacted]

**Phone \***

[Redacted]

**Relationship to You \***

Colleague

### **Additional Information**

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

#### **Attachment(s)**

Andrea Sheridan Resume .pdf

35.03KB

250 MB maximum file size

**Signature \***

*Andrea Sheridan*

Please sign here:



# Andrea Sheridan

1808 Tall Oaks Drive Wausau, Wisconsin 54403 715-497-0722 sheridan94@charter.net

## EDUCATION

Cardinal Stritch University, Milwaukee, Wisconsin  
District Administrator Licensure and PhD Candidate  
Certification: Superintendent, Anticipated December 2022

University of Wisconsin at Milwaukee, Milwaukee, Wisconsin  
MS: Educational Administration and Supervision  
Certification: Director of Curriculum and Instruction, December 2012  
Certification: Principal, August 1999

University of Iowa, Iowa City, Iowa  
BS: Elementary Education  
Area of Specialization: Reading  
Certification: Teacher

## EXPERIENCE

### Wausau School District, Wausau WI July 2011 – Present Director of Teaching, Learning & Leadership Integration

Support and coach 16 campus principals to include 13 elementary, one 4K early childhood, and two charter school principals, in the development and implementation of individual school improvement plans to include specific goals and action steps.

- Ensure educational equity for all students in the Wausau School District
- Wisedash Agency Administrator and District Assessment Coordinator
- Lead efforts to impact student learning that resulted in a positive increase of approximately 6% over 3-year period to accelerate the Wausau School District to score exceed expectations on the Wisconsin District Report Card
- Responsible for oversight of Title I, II, III, IV federal programs including allocation of approximately \$2.3 million budget to positively impact 8200 students districtwide
- Effectively allocate \$1.6 million budget to support goals as defined in the Achievement Gap Reduction program
- Utilize a zero-based budget process to support the implementation of a guaranteed and viable curriculum by allocating approximately \$1 million Education Department budget
- Facilitate bi-monthly Administrative Team meetings with a focus on curriculum, instruction and assessment implemented at all schools with an impact on approximately 8200 students
- Established an effective system to support new principals on a routine and regular basis
- Facilitate Elementary School Scheduling Team meetings and implement a block, rotational schedule
- Co-coordinate and lead professional learning with district and campus leaders throughout the school year
- Co-facilitator of the Wausau School District English & Language Arts, Math, Multi-Tiered Systems of Support, and Gifted & Talented Leadership Teams
- District representative on the State of Wisconsin Design Team for Principal Educator Effectiveness model
- Selected as one of five district leaders in Wisconsin to present during the Wisconsin Association of School Boards Convention on Educator Effectiveness, co-authored an article for DPI webpage and School News publication based upon developing trust when implementing the DPI Educator Effectiveness model
- Participated in two research studies hosted by the Wisconsin Research Center to focus upon the positive impact Educator Effectiveness has had on students and staff in the Wausau School District

## Elementary School Principal Grant Elementary School July 2008 – June 2011

Instructional leader at a kindergarten through grade five school to include approximately 45 staff.

Wisconsin School of Recognition 2011-2012, 2010-2011, 2009-2010

- First campus leader in the district to implement Professional Learning Communities
- LEA at approximately 60 special education IEP meetings per year
- Collaborate with school PBIS team to implement Positive Behavioral Interventions & Supports school wide
- Create a fluid system of accountability with staff and students based on academic and behavior data • Facilitate weekly staff meetings with a focus on advancing school and district initiatives included in the district strategic plan

## District Assessment Coordinator August 2007 - Present • Oversee the district assessment system

PreK– grade twelve to include local and state assessment • Facilitate learning about curriculum, instruction and assessment during District Leadership Team meetings • Organize and facilitate data retreats, using eduClimber

- Provide parent communication regarding state and district assessments
- Manage the district assessment budget

## Wauwatosa Public Schools, Wauwatosa, WI

Project Impact Teacher/Coordinator, Washington Elementary

- Responsibilities included Staff Development Coordinator and Presenter, Gifted & Talented Program Facilitator, Technology Support, and Math Program Specialist.
- School Leadership Team representative at monthly administration meetings
- Math curriculum implementer and support person for teachers
- Grade level planning coordinator and facilitator for mathematics instruction

## Milwaukee Public Schools, Milwaukee, WI

Learning Coordinator & Title 1 Reading Specialist, Silver Spring Elementary

Developed, organized and facilitated various educational programs, analyzed data, developed, re-engineered and implemented the school's educational plan. Facilitated professional learning options at weekly faculty meetings for 15-30 staff members and taught individual & small group instructional reading strategies to 22 students in grades first through fifth.

- Implementer and lead facilitator for School to Work Career Immersion Program and primary liaison between school and local business partners (Nationally Recognized Program in 1998)
- Organized and introduced 24 assemblies, guest speakers and programs
- Tutor facilitator for 20 adult tutors, servicing 75 students

Indian Community School, Milwaukee, WI, Long Term Teacher

Jefferson Elementary, Ft. Riley, KS, First Grade Teacher

Jefferson Elementary, Ft. Riley, KS, Third Grade Teacher and Primary Team Leader

## RELATED ACTIVITIES

Pi Lambda Theta, 1999 - Present

Center for Visual Arts Board Member, 2019 - Present

Blessings in a Backpack Advisory Board Member, 2018 – Present

Association of Wisconsin School Administrators Learning & Leadership Advisory Team Member, 2012 – Present

Wisconsin Educator Effectiveness Pilot Team, 2012 – Present

Wisconsin Assessment Consortium Member, 2007 - Present

Wausau Wolfpack Lacrosse Board President, 2018 – 2019

Wausau Conservatory of Music Board Member, 2010 – 2016

Wisconsin Educator Effectiveness Design Team, 2011 – 2012

Wisconsin Red Cross Board Member, 2008 – 2012

## REFERENCES

Dr. Kathleen Williams Former Superintendent Wausau School District #630-795-9994 Dr. Julie Sprague Superintendent Antigo School District #715-551-7002 Ms. Tabatha Gundrum Director Human Resources Wausau School District #715-261-0521 Mr. Jeff Gress Former Director Human Resources Wausau School District #715-218-6111 Ms. Amy Arlen Former Coordinator of Communications Wausau School District #715-409-9505

**RESOLUTION #R-36-22**  
**Approval of Town of Ringle Local Zoning Ordinance**

WHEREAS, the Town of Ringle adopted a zoning ordinance (known as the Town of Ringle Zoning Ordinance) pursuant to the authority granted to towns under §60.62, Wis. Stats.; and

WHEREAS, to §60.62(3) Wis. Stats provides that any Zoning Ordinance and map adopted by a Town Board and any amendment thereof shall be subject to the approval of the County Board in counties having a county zoning ordinance, and

WHEREAS, Marathon County adopted a zoning ordinance pursuant to the authority granted to counties under §59.69, Wis. Stats.; and

WHEREAS, the Town Board of Supervisors of the Town of Ringle (“Town Board”) has petitioned to repeal and re-adopt the Town of Ringle Zoning Ordinance (“Zoning Ordinance”) and Town of Ringle Zoning Map (“Zoning Map”) adopted on January 10, 2022; and

WHEREAS, the Marathon County Environmental Resources Committee, having considered the request to review the Town Zoning Ordinance and Zoning Map filed by the Clerk of the Town of Ringle, and duly advised action by the Town, hereby recommends that the County Board approves this petition as attached and is available at the following link: <https://townofringlewi.com/ordinances-resolutions/> and in incorporated herein by reference as if set forth in full; and

NOW, THEREFORE BE IT RESOLVED, that the Marathon County Board of Supervisors hereby approves the petition to repeal and re-adopt the Town of Ringle Zoning Ordinance (“Zoning Ordinance”) and Town of Ringle Zoning Map (“Zoning Map”) as attached and made part of this record, all of which to be filed with the Marathon County Clerk.

Dated this 24<sup>th</sup> day of May, 2022

**ENVIRONMENTAL RESOURCES COMMITTEE**

\_\_\_\_\_  
Jacob Langenhahn, Chair

\_\_\_\_\_  
Allen Drabek, Vice Chair

\_\_\_\_\_  
Rick Seefeldt

\_\_\_\_\_  
David Oberbeck

\_\_\_\_\_  
Mike Ritter

\_\_\_\_\_  
Andrew Venzke

\_\_\_\_\_  
Tony Sherfinski

\_\_\_\_\_  
Kim Ungerer

\_\_\_\_\_  
Rodney Roskopf

Dated this 24<sup>th</sup> day of May,

\_\_\_\_\_  
Kurt Gibbs – Marathon County Board Chair

**ORDINANCE # O - 13 -22**

**Town of Reid Rezone**

WHEREAS, the Marathon County Board of Supervisors has been petitioned to amend the General Code of Ordinances for Marathon County Chapter 17 Zoning Code Gail M. Buchkowski to rezone lands from G-A General Agriculture to R-E Rural Estate described as part of the Northeast ¼ of the Southwest ¼ of Section 27, Township 27 North, Range 9 East, Town of Reid. The area proposed to be rezoned is described as Lot 1 on the preliminary Certified Survey Map (CSM) submitted with the rezone petition, part of parent parcel PIN# 064.2709.273.0989; Address 172119 Kristof Road, Hatley 54440

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

WHEREAS, the Committee, on due notice, conducted a public hearing thereon, pursuant to Section 59.69, Wisconsin Statutes on May 3, 2022 to consider the petition to amend Chapter 17; and

WHEREAS, the Committee, being duly informed of the facts pertinent to the changes proposed, having reviewed the staff report, and being duly advised of the recommendations of the Town of Reid recommends that as to this Petition, the County Board be GRANTED AS APPLIED FOR.

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

Dated this 3<sup>rd</sup> day of May, 2022

**ENVIRONMENTAL RESOURCES COMMITTEE**



Jacob Langenhahn, Chair



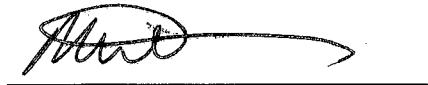
Allen Drabek, Vice Chair



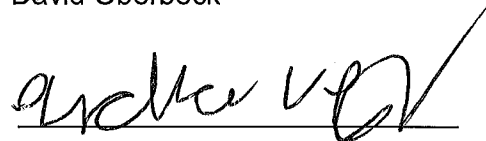
Rick Seefeldt



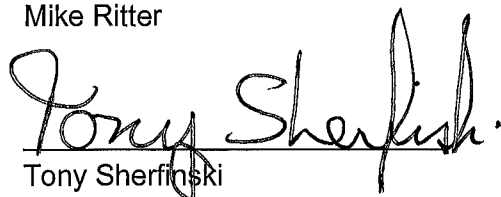
David Oberbeck



Mike Ritter



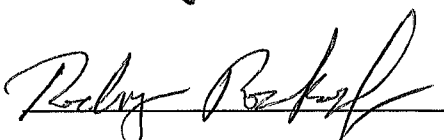
Andrew Venzke



Tony Sherfinski

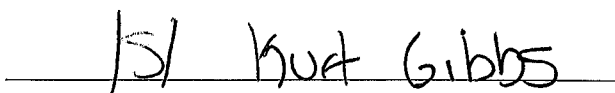


Kim Ungerer



Rodney Roskopf

Dated this 3<sup>rd</sup> day of May,



Kurt Gibbs – Marathon County Board Chair

STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF REID )

**RESOLUTION ON ZONING ORDINANCE AMENDMENT**

**TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE**

I, Kittie Milanowski, Clerk of the Town of Reid, Marathon County, State of Wisconsin, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of Reid Town Board at a meeting held on the 8<sup>th</sup> day of March, 2022.

**RESOLUTION**

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

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

NOW, THEREFORE BE IT RESOLVED that the Town of Reid Town Board considered on the 8<sup>th</sup> day of MARCH, 2022, petition of Gail M. Buchkowski to amend the Marathon County Zoning Ordinance to rezone lands from G-A General Agriculture to R-E Rural Estate described as part of the Northeast ¼ of the Southwest ¼ of Section 27, Township 27 North, Range 9 East, Town of Reid. The area proposed to be rezoned is described as Lot 1 on the preliminary Certified Survey Map (CSM) submitted with the rezone petition, part of parent parcel PIN# 064.2709.273.0989; Address 1721 19 Kristof Road, Hatley 54440.

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

- 1) **Has the applicant provided what public facilities and/or services currently serve the proposed development, what additional services may be required, and how the additional services will be provided?**  
 No  Yes Explain: \_\_\_\_\_
- 2) **Has the applicant demonstrated how the provision of the public facilities will not be an unreasonable burden to local government?**  
 No  Yes Explain: \_\_\_\_\_
- 3) **Has the applicant determined that the land is suitable for the development proposed? Explain.**  
 No  Yes Explain: \_\_\_\_\_
- 4) **Has the applicant demonstrated what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas? Explain.**  
 No  Yes Explain: \_\_\_\_\_
- 5) **Is there any potential for conflict with existing land uses in the area?**  
 No  Yes Explain: \_\_\_\_\_

**RECEIVED**  
**MAR 14 2022**  
**MARATHON CO. CONSERVATION, (OVER)**  
**PLANNING & ZONING DEPT**

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

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

OR  **Requests an Extension\*** for the following reasons: \_\_\_\_\_

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

Clerk Katie Milonowicz  
 Town Board Jack Bellman  
Robert Kucklinski  
Berger Miller

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before April 13th, 2022 to:

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

**RESOLUTION # R- 37 - 22**  
**APPROVE 2022 BUDGET TRANSFERS FOR MARATHON COUNTY**  
**DEPARTMENT APPROPRIATIONS**

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

**WHEREAS**, the Human Resources, Finance and Property Committee has reviewed and does recommend the 2022 transfers listed below, and

**NOW, THEREFORE, BE IT RESOLVED** the Marathon County Board of Supervisors authorize and direct the budget transfers as listed below:

Transfer from:	Highway 801 289 87134 STH 153 Construction Revenue
Transfer to:	Highway 801 289 91210/4590/5330 STH 153 Construction Expense
Amount:	\$9,500
Re:	Funding for the construction of STH 153

Transfer from:	EM Gov 169 854 87400/9900
Transfer to:	EM Gov 169 854 88400/854 91210 wages and misc revenue
Amount:	\$17,634
Re:	Emergency Government reporting for City of Wausau EM agreement

That a Class 1 Notice of this transaction be published within (10) days of its adoption;

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

**BE IT FURTHER RESOLVED** that the proper officers of Marathon County are hereby authorized and directed to take all actions necessary to affect this policy.

Respectfully submitted this 24th day of May 2022.

**HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Fiscal Note: This resolution modifies the revenues and expenditures for various County funds. There is no additional County levy appropriated in this resolution.



# MARATHON COUNTY

## Budget Transfer Authorization Request Form

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

DEPARTMENT: Highway

BUDGET YEAR: 2022

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	801-289 8 7134	STH 153 STH Construct (624Z)	4,750
Revenue Increase	801-289 8 7134	STH 153 STH Construct (624Z)	4,750
			Total \$9,500

**TRANSFER TO:** Ref#00080

Action	Account Number	Account Description	Amount
Expenditure Increase	289 9 1210	STH 153 Wages (624A)	3,400
Expenditure Increase	289 9 4590	STH 153 Raw Material (624B)	1,100
Expenditure Increase	289 9 5330	STH 153 Equipment Rent (624B)	5,000
			Total \$9,500

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

Requested By: Mary Rosensprung

Date Completed: 4/13/2022

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

Date Transferred: 4/13/22 srw

# MARATHON COUNTY

## Budget Transfer Authorization Request – Supplemental Information

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

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

Highway Department State Trunk Highway Construction.

2) Provide a brief (2-3 sentence) description of what this program does.

State of Wisconsin Dept of Transportation periodically awards special contracts, such as this Local Force Agreement (LFA). Program costs must be tracked and invoiced to the State separate from any other billable services provided by the Highway department.

3) This program is: (Check one)

An Existing Program.

A New Program.

4) What is the reason for this budget transfer?

Carry-over of Fund Balance.

Increase/Decrease in Grant Funding for Existing Program.

Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.

Set up Initial Budget for New Grant Program.

Set up Initial Budget for New Non-Grant Program

Other. Please explain:

5) If this Program is a Grant, is there a "Local Match" Requirement?

This Program is not a Grant.

This Program is a Grant, but there is no Local Match requirement.

This Program is a Grant, and there is a Local Match requirement of: (Check one)

Cash (such as tax levy, user fees, donations, etc.)

Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)

No.

Yes, the Amount is Less than \$30,000.

Yes, the Amount is \$30,000 or more AND: (Check one)

The capital request HAS been approved by the CIP Committee.

The capital request HAS NOT been approved by the CIP Committee.

---

### COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? \_\_\_\_\_

Is a Budget Transfer Resolution Required? \_\_\_\_\_

# MARATHON COUNTY

## Budget Transfer Authorization Request Form

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

**DEPARTMENT:** Emergency Management

**BUDGET YEAR:** 2022

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	169-854-8-7400	608Q REVENUES FROM LOCAL DEPTS	\$10,000
Revenue Increase	169-854-8-9900	TRANSFERS FROM FUND BALANCE	\$7,634

**TRANSFER TO:** Ref#00099

Action	Account Number	Account Description	Amount
Revenue Decrease	169-854-8-8400	608Q OTHER MISC REVENUE	\$11,147
Expenditure Increase	169-854-9-1210	608R PERSONNEL	\$6,487

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

**Requested By:** JAMES WILLIAMS

**Date Completed:** 4/15/2022

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

Date Transferred: 4/21/22 srw

# MARATHON COUNTY

## Budget Transfer Authorization Request – Supplemental Information

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

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

City of Wausau Emergency Management Agreement

2) Provide a brief (2-3 sentence) description of what this program does.

In 2021 Marathon County Emergency Management entered into an agreement with the City of Wausau to provide emergency management services at the cost of \$10,000 per year. The agreement began in 2021 and the contract expires in 2023.

3) This program is: (Check one)

An Existing Program.

A New Program.

4) What is the reason for this budget transfer?

Carry-over of Fund Balance.

Increase/Decrease in Grant Funding for Existing Program.

Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.

Set up Initial Budget for New Grant Program.

Set up Initial Budget for New Non-Grant Program

Other. Please explain: [Click here to enter description](#)

5) If this Program is a Grant, is there a “Local Match” Requirement?

This Program is not a Grant.

This Program is a Grant, but there is no Local Match requirement.

This Program is a Grant, and there is a Local Match requirement of: (Check one)

Cash (such as tax levy, user fees, donations, etc.)

Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)

No.

Yes, the Amount is Less than \$30,000.

Yes, the Amount is \$30,000 or more AND: (Check one)

The capital request HAS been approved by the CIP Committee.

The capital request HAS NOT been approved by the CIP Committee.

---

### COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund? \_\_\_\_\_

Is a Budget Transfer Resolution Required? \_\_\_\_\_

GL785 Report: BSACCTDTL2

BALANCE SHEET WITH DETAIL ACCT

As of DECEMBER 31, 2021

Fund 100 GENERAL FUND

Sub Fund 169 CITY OF WAUSAU 2021-2023 EM

	CURRENT YEAR	PRIOR YEAR	DIFFERENCE
BALANCE SHEET			
ASSETS			
CASH CONTROL	7,651.35		7,651.35
CASH & MARKETABLE SECURITIES	7,651.35		7,651.35
TOTAL ASSETS	7,651.35		7,651.35
LIABILITIES			
SALARIES & WAGES PAYABLE	17.85-		17.85-
ACCOUNTS PAYABLE	17.85-		17.85-
TOTAL LIABILITIES	17.85-		17.85-
FUND BALANCE			
FUND BALANCE - CURRENT	7,633.50-		7,633.50-
TOTAL FUND BALANCE	7,633.50-		7,633.50-
TOTAL FUND BALANCE & LIABILITIES	7,651.35-		7,651.35-

Make sure budget transfer was submitted to move this to the 2022 budget as transfers from fund balance.

Dr. 169 73600 \$7,633.50

Cr. 169 73400

# MARATHON COUNTY

## Budget Transfer Authorization Request Form

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

**DEPARTMENT:** Conservation, Planning & Zoning

**BUDGET YEAR:** 2022

**TRANSER FROM:**

Action	Account Number	Account Description	Amount
Expenditure Decrease	101 140 91210	Full Time Hourly	30,850
Expenditure Decrease	101 140 91510	Health Insurance Exp	10,330

**TRANSER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	101 170 91210	Full Time Hourly	30,850
Expenditure Increase	101 170 91510	Health Insurance Exp	10,330

I, the undersigned, respectfully request that the Human Resources, Finance & Property Committee approve the following change in budget / transfer of funds as discussed in the attached supplemental information.

**Requested By:** CPZ

**Date Completed:** 5/2/2022

**COMPLETED BY FINANCE DEPARTMENT:**

Approved by Human Resources, Finance & Property Committee: \_\_\_\_\_

Date Transferred: \_\_\_\_\_

# MARATHON COUNTY

## Budget Transfer Authorization Request – Supplemental Information

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

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

GIS Mapping

2) Provide a brief (2-3 sentence) description of what this program does.

The GIS Technician will be transferred from Treasurer to CPZ. The remaining 2022 wage and benefits will follow the position to CPZ

3) This program is: (Check one)

An Existing Program.

A New Program.

4) What is the reason for this budget transfer?

Carry-over of Fund Balance.

Increase/Decrease in Grant Funding for Existing Program.

Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.

Set up Initial Budget for New Grant Program.

Set up Initial Budget for New Non-Grant Program

Other. Please explain: Transfer expenses to a different department

5) If this Program is a Grant, is there a "Local Match" Requirement?

This Program is not a Grant.

This Program is a Grant, but there is no Local Match requirement.

This Program is a Grant, and there is a Local Match requirement of: (Check one)

Cash (such as tax levy, user fees, donations, etc.)

Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)

No.

Yes, the Amount is Less than \$30,000.

Yes, the Amount is \$30,000 or more AND: (Check one)

The capital request HAS been approved by the CIP Committee.

The capital request HAS NOT been approved by the CIP Committee.

---

### COMPLETED BY FINANCE DEPARTMENT:

Is 10% of this program appropriation unit or fund?       No            Is a Budget Transfer Resolution Required?       No



# Marathon County, WI

## Day of Sale Presentation

**\$23,915,000 General Obligation Capital Improvement Bonds, Series 2022A**

**\$19,225,000 General Obligation Health Care Project Building Bonds, Series 2022B**

Presented May 24, 2022

- HRFC 3:00 PM
- County Board of Supervisors 7:00 PM

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PFM Financial  
Advisors LLC

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115 South 84<sup>th</sup> Street  
Suite 315  
Milwaukee, WI 53214

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414-771-2700  
[www.pfm.com](http://www.pfm.com)





## **Purpose and Authorization of the General Obligation Capital Improvement Bonds, Series 2022A**

The County Board adopted an Initial Resolution/Set Sale on March 22, 2022, for the issuance of the 2022A General Obligation Bonds for the County's capital improvement projects.

## **Purpose and Authorization of General Obligation Health Care Project Building Bonds, Series 2022B**

The County Board adopted the following Initial Resolution on June 19, 2018 for the issuance of bonds/notes for the North Central Health Care Projects not to exceed \$67,000,000. \$2,445,000 was Issued in 2019, \$23,175,000 was issued in 2020, and \$19,000,000 was issued in 2021.

The County Board passed the set sale resolution on April 26, 2022 authorizing the issuance of G.O. Bonds in the amount of \$19,225,000 to finance the next phase of the project. \$3,155,000 in authority remains.

Reimbursement Resolutions have been passed for both projects.





# Moody's Investors Service Rating

Moody's affirmed the County's Aa1 rating

## Rating Rationale:

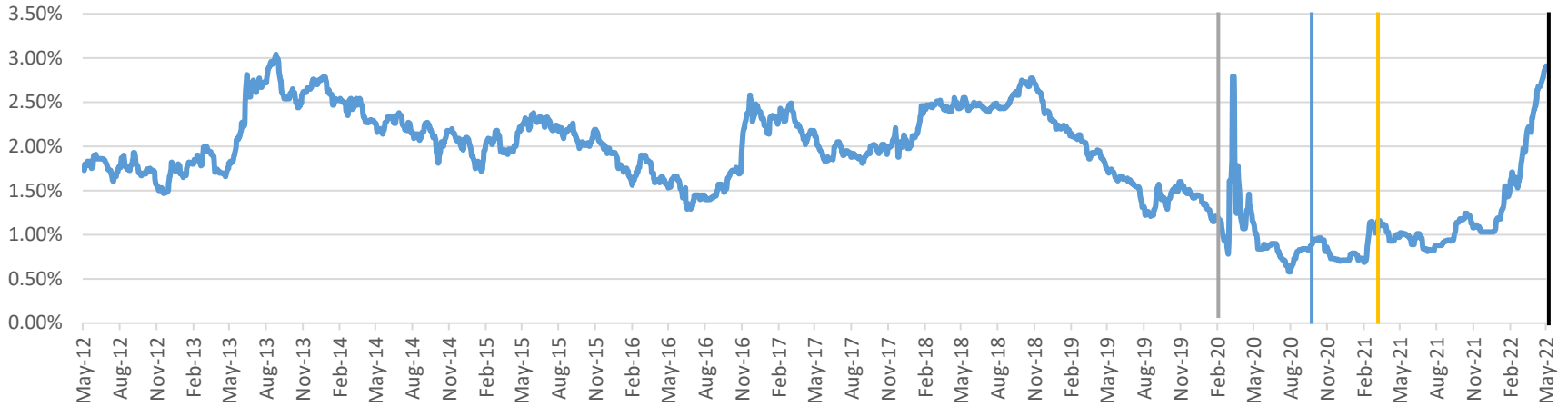
- ◆ Measured economic and tax base growth
- ◆ Healthy governmental and business-type balance sheets
- ◆ Addition to operating revenues in last three audited years and projected for FY2021
- ◆ Average wealth and income metrics and affordable cost of living
- ◆ Debt levels remain average
- ◆ Modest exposure to unfunded pension and OPEB liabilities



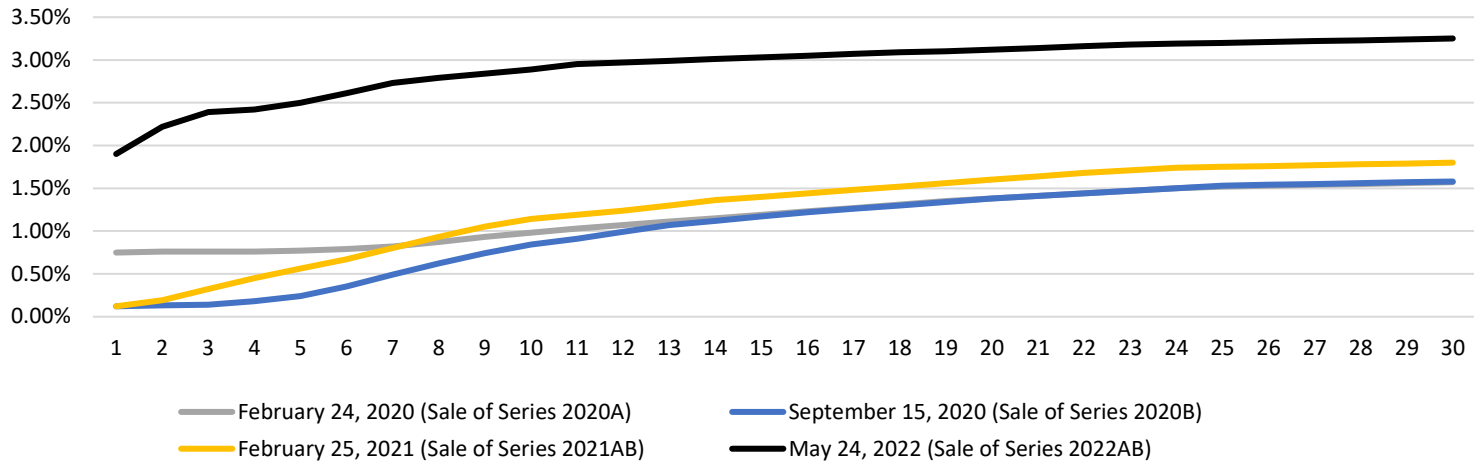


# Market Conditions

## 10-Year AAA MMD Rate



## AAA MMD: Tax-Exempt Interest Rates





## Results of Sale

A competitive sale of the County's General Obligation Capital Improvement Bonds, Series 2022A was scheduled for sale at 10 AM today. A total of three (3) bids were received for the Series 2022A Bonds. The bids received were as follows:

Bidder	Bidder Location	True Interest Cost (TIC)
1 FHN Financial Capital Markets	New York , NY	3.741846%
2 BOK Financial Securities, Inc.	Dallas, TX	3.758672%
3 Robert W. Baird & Co., Inc.	Milwaukee, WI	3.780710%

For the County to award the bonds to the winning firm, FHN Financial Capital Markets, the Board will need to pass ***“Resolution Awarding the Sale of \$23,915,000 General Obligation Capital Improvement Bonds, Series 2022A”***

Note: Due to the type of bid received, the size of the issue was reduced to \$23,915,000.





## Results of Sale

A competitive sale of the County's General Obligation Health Care Project Building Bonds, Series 2022B, was scheduled for 10AM today. A total of three (3) bids were received for the Series 2022B Bonds. The bids received were as follows:

Bidder	Bidder Location	True Interest Cost (TIC)
1 FHN Financial Capital Markets	New York , NY	3.840160%
2 Robert W. Baird & Co., Inc.	Milwaukee, WI	3.856882%
3 BOK Financial Securities, Inc.	Dallas, TX	3.860973%

For the County to award the bonds to the winning firm, FHN Financial Capital Markets, the Board will need to pass ***“Resolution Awarding the Sale of \$19,225,000 General Obligation Health Care Project Building Bonds, Series 2022B”***



RESOLUTION NO. R-38-22

RESOLUTION AWARDING THE SALE OF  
\$23,915,000 GENERAL OBLIGATION CAPITAL  
IMPROVEMENT BONDS, SERIES 2022A

WHEREAS, on March 22, 2022, the County Board of Supervisors of Marathon County, Wisconsin (the "County") adopted an initial resolution, by a vote of at least three-fourths of the members-elect, authorizing the issuance of general obligation bonds or promissory notes in an amount not to exceed \$24,165,000 for the public purpose of financing 2022 Capital Improvement Plan projects, including acquisition of equipment, improvements to County buildings, park and recreation projects and other capital projects (collectively, the "Project");

WHEREAS, the County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the County is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, the County has directed PFM Financial Advisors LLC ("PFM") to take the steps necessary to sell general obligation bonds (the "Bonds") to pay the cost of the Project;

WHEREAS, none of the proceeds of the Bonds shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by the property taxes;

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on May 24, 2022;

WHEREAS, the County Clerk (in consultation with PFM) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on May 24, 2022;

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

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

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

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

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWENTY-THREE MILLION NINE HUNDRED FIFTEEN THOUSAND DOLLARS (\$23,915,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Capital Improvement Bonds, Series 2022A"; shall be issued in the aggregate principal amount of \$23,915,000; shall be dated June 15, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2023. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on February 1, 2033 and thereafter are subject to redemption prior to maturity, at the option of the County, on February 1, 2032 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2022 through 2041 for the payments due in the years 2023 through 2042 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Capital Improvement Bonds, Series 2022A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the County above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted and recorded May 24, 2022.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

_____	_____
_____	_____
_____	_____
_____	_____

Fiscal Impact:

\_\_\_\_\_  
Kurt Gibbs  
Chairperson

Attest:

\_\_\_\_\_  
Kim Trueblood  
County Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

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

(See Attached)

OFFICIAL NOTICE OF SALE

\$24,165,000\* General Obligation Capital Improvement Bonds, Series 2022A  
Marathon County, Wisconsin  
Dated Date of Delivery

Date, Time and Place. ELECTRONIC BIDS will be received by PFM Financial Advisors LLC, 115 South 84<sup>th</sup> Street, Suite 315, Milwaukee, Wisconsin 53214, municipal advisor acting on behalf of Marathon County, Wisconsin (the “County”), for all but not part of the County’s \$24,165,000\* General Obligation Capital Improvement Bonds, Series 2022A, dated Date of Delivery (the “Bonds”), until 10:00 a.m. (Central Time) on:

Tuesday, May 24, 2022

at which time electronic bids retrieved and all bids publicly read. Electronic bids must be submitted through Parity®. A meeting of the County Board of the Supervisors will be held on said date for the purpose of taking action on such bids as may be received.

Terms of the Bonds. The Bonds will be dated Date of Delivery and will mature February 1 in the years and amounts as follows:

<u>MATURITY SCHEDULE</u>			
<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2023	\$ 670,000	2033	\$ 1,205,000
2024	845,000	2034	1,255,000
2025	875,000	2035	1,310,000
2026	915,000	2036	1,360,000
2027	950,000	2037	1,415,000
2028	990,000	2038	1,475,000
2029	1,030,000	2039	1,535,000
2030	1,070,000	2040	1,595,000
2031	1,115,000	2041	1,665,000
2032	1,160,000	2042	1,730,000

Interest on said Bonds will be payable semi-annually on February 1 and August 1, commencing February 1, 2023.

No Term Bonds Option. Proposals for the Bonds may not contain a maturity schedule providing for term Bonds.

Optional Redemption. The Bonds maturing on or after February 1, 2033 are subject to prior redemption at the option of the County on February 1, 2032 or on any date thereafter at a price of par plus accrued interest.

Registration. The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). The County will assume no liability for failure

of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Bonds. In the event that the securities depository relationship with DTC for the Bonds is terminated and the County does not appoint a successor depository, the County will prepare, authenticate and deliver, at its expense, fully registered certificated Bonds in the denomination of \$5,000 or any integral multiple thereof in the aggregate principal amount of Bonds of the same maturities and with the same interest rate or rates then outstanding to the beneficial owners of the Bonds.

Security and Purpose. The Bonds are general obligations of the County. The principal of and interest on the Bonds will be payable from ad valorem taxes, which shall be levied without limitation as to rate or amount upon all taxable property located in the territory of the County. The Bonds will be issued to finance the County's 2022 Capital Improvement Plan projects including acquisition of equipment, improvements to County buildings, park and recreation projects and other capital projects., and to pay the costs of issuing the Bonds.

Not Bank Qualified. The Bonds will NOT be "Qualified Tax-Exempt Obligations" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Bid Specifications. Bids shall be received on an interest rate basis in an integral multiple of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). Any number of rates may be bid, but no interest rate specified for any maturity may be lower than the interest rate specified for any earlier maturity. All Bonds of the same maturity shall bear the same interest rate. A rate of interest must be named for each maturity; a zero rate of interest shall not be named; and the premium, if any, must be paid in cash as part of the purchase price. No supplemental interest shall be specified. Each bid shall offer to purchase all of the Bonds and shall offer a price (payable in federal or other immediately available funds) which is not less than \$23,923,350 (99.0% of par), nor more than \$24,648,300 (102.0% of par), plus accrued interest to the date of delivery.

Establishment of the Issue Price. The successful bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County prior to Closing a certificate acceptable to Bond Counsel setting forth the reasonably expected initial public offering price to the public (the "Initial Public Offering Price"), or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.



In the event the County receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the County intends to treat the initial public offering price to the public of each maturity of the Bonds as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). Consequently, bidders should assume for purposes of making its bid that, if the competitive sale requirements described above are not met, and less than 10% of any maturity has been sold to the public at the initial public offering price, as of the sale date, the bidder will be required to comply with the hold-the-offering-price rule described below. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply as to any maturities for which less than 10% has been sold to the public on the sale date at the initial public offering price to the public ("the 10% test"). The winning bidder shall notify the County on the sale date as to any maturities for which the 10% test has been met, and shall apply the hold-the-offering-price rule to all other maturities. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the County.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the County to the successful bidder ("Sale Date") at the initial public offering price set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the initial public offering price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price for such maturity.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the Sale Date.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires; and

(ii) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to:

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date the Bonds are awarded by the County to the winning bidder.

Good Faith Deposit. A good faith deposit in the amount of TWO HUNDRED FORTY-ONE THOUSAND and SIX HUNDRED AND FIFTY dollars (\$241,650) is only required by the successful bidder for the Bonds. The successful bidder for the Bonds is required to submit such Good Faith Deposit payable to the order of the County in the form of a wire transfer in federal funds. Instructions for wiring the Good Faith Deposit are as follows:

Amount: \$241,650  
Details: Email PFM for details at [hansonk@pfm.com](mailto:hansonk@pfm.com)

The successful bidder shall submit the Good Faith Deposit within two hours after verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the County the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the County may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to the same. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the County the sum of \$241,650 as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

**Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.**

The Good Faith Deposit so wired will be retained by the County until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the good faith deposit will be retained by the County as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. No interest on the good faith deposit will be paid by the County. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

Insurance on Bonds. In the event the successful bidder obtains a bond insurance policy for all or a portion of the Bonds, by or on behalf of it or any other member of its underwriting group, the successful bidder is responsible for making sure that disclosure information is provided about the credit enhancement provider (for example, through a wrapper to the Official Statement). The County will cooperate with the successful bidder in this manner. The costs of obtaining any bond insurance policy and the costs of providing disclosure information about the credit enhancement provider shall be paid by the successful bidder. In addition, the successful bidder will be required, as a condition for delivery of the Bonds, to certify that the premium will be less than the present value of the interest expected to be saved as a result of such insurance.

Electronic Bidding. The County assumes no responsibility or liability for electronic bids. If any provisions in this Official Notice of Sale conflict with information provided by Parity®, this Official Notice of Sale shall control. Further information about the electronic bidding service providers, including any fee charged and applicable requirements, may be obtained from:

Parity®/IPREO  
1359 Broadway, 2<sup>nd</sup> Floor  
New York, New York 10018  
(212) 849-5021 phone

Award. All bids received shall be considered at a meeting of the County Board of Supervisors to be held on the bidding date and, unless all bids are rejected, the Bonds shall be awarded during the County Board meeting on said date to the best bidder whose proposal shall result in the lowest true interest cost rate to the County. The true interest cost is computed as the discount rate which, when used with semiannual compounding to determine the present worth of the principal and interest payments as of the date of the Bonds, produces an amount equal to the purchase price. If two or more bids provide the same lowest true interest rate, the County shall determine which proposal shall be accepted, and such determination shall be final. A computation by the bidder of such true interest cost rate contained in any bid shall be for information only and shall not constitute a part of the bid. The purchaser shall pay accrued interest from the date of the Bonds to the date of delivery and payment of the purchase price.

Delivery. The Bonds will be delivered in typewritten form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, securities depository of the Bonds for the establishment of book-entry accounts at the direction of the successful bidder, within approximately 45 days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within 45 days after the date of the sale of the Bonds, the successful bidder may, prior to tender of the Bonds, at its option, be relieved of its obligation under the contract to purchase the Bonds and its good faith check shall be returned, but no interest shall be allowed thereon. Delivery of the Bonds is currently anticipated to be on or about June 15, 2022.

Legal Opinion. The successful bidder will be furnished without cost, the unqualified approving legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel.

CUSIP Numbers. The County will assume no obligation for the assignment of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon. The County will permit such numbers to be assigned and printed at the expense of the original purchaser, but neither the failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Bonds.

Official Statement. Upon the sale of the Bonds, the County will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after such date, the County will provide the successful bidder with an electronic version of the final Official Statement. The successful bidder agrees to supply to the County all necessary pricing information and any underwriter identification necessary to complete the final Official Statement within 24 hours after the award of Bonds.

Certification Regarding Official Statement. The County will deliver, at closing, a certificate, executed by appropriate officers of the County acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the County and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue

statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Undertaking to Provide Continuing Disclosure. In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the County will covenant to undertake (pursuant to a Resolution to be adopted by the Board of the County), to provide annual reports and timely notice of certain events for the benefit of holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the County, a form of which is included in the Preliminary Official Statement and in the final Official Statement.

Transcript of Proceedings. A transcript of the proceedings relative to the issuance of the Bonds will be furnished to the successful bidder without cost, including a Closing Certificate stating that there is no litigation pending or threatened affecting the validity of or the security for the Bonds.

Irregularities. The County Board of Supervisors reserves the right to reject any and all bids and to waive any and all irregularities.

Information. The Preliminary Official Statement can be viewed electronically at [[www.i-dealprospectus.com](http://www.i-dealprospectus.com)] or copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to the County's municipal advisor, PFM Financial Advisors LLC, 115 South 84<sup>th</sup> Street, Suite 315, Milwaukee, Wisconsin 53214, Attention: Kristin Hanson, phone (414) 771-2700, or to the undersigned:

Kristi Palmer - Finance Director  
Marathon County, Wisconsin  
500 Forest St  
Wausau, WI 54403  
Phone: (715) 261-1172

\* \* \* \* \*

**BID FORM**  
**Marathon County, Wisconsin**  
**\$24,165,000\***  
**General Obligation Capital Improvement Bonds, Series 2022A**  
(Electronic bids are accepted via Parity® – See Official Notice of Sale)

**Marathon County, Wisconsin**  
**c/o PFM Financial Advisors LLC**

**Sale Date: May 24, 2022**

For all or none of the principal amount of the County's \$24,165,000\* General Obligation Capital Improvement Bonds, Series 2022A, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$ \_\_\_\_\_ plus accrued interest, if any, on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>	<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>
2023	\$ 670,000	___%	___%	2033	\$ 1,205,000	___%	___%
2024	845,000	___%	___%	2034	1,255,000	___%	___%
2025	875,000	___%	___%	2035	1,310,000	___%	___%
2026	915,000	___%	___%	2036	1,360,000	___%	___%
2027	950,000	___%	___%	2037	1,415,000	___%	___%
2028	990,000	___%	___%	2038	1,475,000	___%	___%
2029	1,030,000	___%	___%	2039	1,535,000	___%	___%
2030	1,070,000	___%	___%	2040	1,595,000	___%	___%
2031	1,115,000	___%	___%	2041	1,665,000	___%	___%
2032	1,160,000	___%	___%	2042	1,730,000	___%	___%

\* Preliminary, subject to change.

The Bonds mature on February 1 in each of the years as indicated above and interest is payable February 1 and August 1 of each year, commencing February 1, 2023. The Bonds maturing on or after February 1, 2033 are subject to prior redemption at the option of the County on February 1, 2032.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated May 19, 2022. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$241,650 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

<p><b>NOT PART OF THE BID</b>  Explanatory Note: According to our computation this bid involves the following:</p> <p>_____</p> <p>Net Interest Cost</p> <p>_____</p> <p>True Interest Rate (TIC)</p>
---

Respectfully submitted,

\_\_\_\_\_  
Account Manager

The foregoing offer is hereby accepted by and on behalf of Marathon County, Wisconsin, this 24<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
Kurt Gibbs, Chairperson

\_\_\_\_\_  
Kim Trueblood, County Clerk

RESOLUTION NO. R-39-22

RESOLUTION AWARDDING THE SALE OF  
\$19,225,000 GENERAL OBLIGATION HEALTH CARE  
PROJECT BUILDING BONDS, SERIES 2022B

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

WHEREAS, the County has previously issued general obligation bonds or promissory notes in the principal amount of \$44,620,000 for the Project;

WHEREAS, the County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, on April 26, 2022, the County Board of Supervisors of the County adopted a resolution (the "Set Sale Resolution") providing that additional general obligation bonds authorized by the Initial Resolution in an amount not to exceed \$19,225,000 be issued and sold as a single issue of bonds designated as General Obligation Health Care Project Building Bonds, Series 2022B (the "Bonds") for the purpose of paying costs of the Project;

WHEREAS, the County is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, none of the proceeds of the Bonds shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by the property taxes;

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

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on May 24, 2022;

WHEREAS, the County Clerk (in consultation with PFM) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on May 24, 2022;

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

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

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

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

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of NINETEEN MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$19,225,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Health Care Project Building Bonds, Series 2022B"; shall be issued in the aggregate principal amount of \$19,225,000; shall be dated June 15, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2023. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set



forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on February 1, 2033 and thereafter are subject to redemption prior to maturity, at the option of the County, on February 1, 2032 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2022 through 2041 for the payments due in the years 2023 through 2042 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Health Care Project Building Bonds, Series 2022B" (the "Debt Service Fund Account") and such account shall be

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

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

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

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

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause

the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted and recorded May 24, 2022.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

_____	_____
_____	_____
_____	_____
_____	_____

Fiscal Impact:

\_\_\_\_\_  
Kurt Gibbs  
Chairperson

Attest:

\_\_\_\_\_  
Kim Trueblood  
County Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

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

(See Attached)

OFFICIAL NOTICE OF SALE

\$19,225,000\* General Obligation Health Care Project Building Bonds, Series 2022B  
Marathon County, Wisconsin  
Dated Date of Delivery

Date, Time and Place. ELECTRONIC BIDS will be received by PFM Financial Advisors LLC, 115 South 84<sup>th</sup> Street, Suite 315, Milwaukee, Wisconsin 53214, municipal advisor acting on behalf of Marathon County, Wisconsin (the "County"), for all but not part of the County's \$19,225,000\* General Obligation Health Care Project Building Bonds, Series 2022B, dated Date of Delivery (the "Bonds"), until 10:00 a.m. (Central Time) on:

Tuesday, May 24, 2022

at which time electronic bids retrieved and all bids publicly read. Electronic bids must be submitted through Parity®. A meeting of the County Board of the Supervisors will be held on said date for the purpose of taking action on such bids as may be received.

Terms of the Bonds. The Bonds will be dated Date of Delivery and will mature February 1 in the years and amounts as follows:

<u>MATURITY SCHEDULE</u>			
<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2024	\$ 550,000	2034	\$ 815,000
2025	570,000	2035	845,000
2026	595,000	2036	880,000
2027	615,000	2037	915,000
2028	645,000	2038	950,000
2029	665,000	2039	985,000
2030	695,000	2040	1,030,000
2031	720,000	2041	2,255,000
2032	755,000	2042	3,960,000
2033	780,000		

Interest on said Bonds will be payable semi-annually on February 1 and August 1, commencing February 1, 2023.

No Term Bonds Option. Proposals for the Bonds may not contain a maturity schedule providing for term Bonds.

Optional Redemption. The Bonds maturing on or after February 1, 2033 are subject to redemption prior to maturity at the option of the County on February 1, 2032 or on any date thereafter at a price of par plus accrued interest.

Registration. The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). The County will assume no liability for failure of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of



the Bonds. In the event that the securities depository relationship with DTC for the Bonds is terminated and the County does not appoint a successor depository, the County will prepare, authenticate and deliver, at its expense, fully registered certificated Bonds in the denomination of \$5,000 or any integral multiple thereof in the aggregate principal amount of Bonds of the same maturities and with the same interest rate or rates then outstanding to the beneficial owners of the Bonds.

Security and Purpose. The Bonds are general obligations of the County. The principal of and interest on the Bonds will be payable from ad valorem taxes, which shall be levied without limitation as to rate or amount upon all taxable property located in the territory of the County. The Bonds will be issued to finance North Central Health Care Facility Plan projects of the County and to pay the costs of issuing the Bonds.

Not Bank Qualified. The Bonds will NOT be “Qualified Tax-Exempt Obligations” pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Bid Specifications. Bids shall be received on an interest rate basis in an integral multiple of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). Any number of rates may be bid, but no interest rate specified for any maturity may be lower than the interest rate specified for any earlier maturity. All Bonds of the same maturity shall bear the same interest rate. A rate of interest must be named for each maturity; a zero rate of interest shall not be named; and the premium, if any, must be paid in cash as part of the purchase price. No supplemental interest shall be specified. Each bid shall offer to purchase all of the Bonds and shall offer a price (payable in federal or other immediately available funds) which is not less than \$19,032,750 (99.0% of par), nor more than \$19,609,500 (102.0% of par), plus accrued interest to the date of delivery.

Establishment of the Issue Price. The successful bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County prior to Closing a certificate acceptable to Bond Counsel setting forth the reasonably expected initial public offering price to the public (the “Initial Public Offering Price”), or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

In the event the County receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the County intends

to treat the initial public offering price to the public of each maturity of the Bonds as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). Consequently, bidders should assume for purposes of making its bid that, if the competitive sale requirements described above are not met, and less than 10% of any maturity has been sold to the public at the initial public offering price, as of the sale date, the bidder will be required to comply with the hold-the-offering-price rule described below. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply as to any maturities for which less than 10% has been sold to the public on the sale date at the initial public offering price to the public (“the 10% test”). The winning bidder shall notify the County on the sale date as to any maturities for which the 10% test has been met, and shall apply the hold-the-offering-price rule to all other maturities. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the County.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the County to the successful bidder (“Sale Date”) at the initial public offering price set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the initial public offering price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price for such maturity.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the Sale Date.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires; and

(ii) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to:

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(v) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(vi) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(vii) “sale date” means the date the Bonds are awarded by the County to the winning bidder.

Good Faith Deposit. A good faith deposit in the amount of ONE HUNDRED AND NINETY TWO THOUSAND, TWO HUNDRED AND FIFTY dollars (\$192,250) is only required by the successful bidder for the Bonds. The successful bidder for the Bonds is required to submit such Good Faith Deposit payable to the order of the County in the form of a wire transfer in federal funds. Instructions for wiring the Good Faith Deposit are as follows:

Amount:	\$192,250
Details:	Email PFM for details at <a href="mailto:hansonk@pfm.com">hansonk@pfm.com</a>

The successful bidder shall submit the Good Faith Deposit within two hours after verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the County the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the County may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to the same. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the County the sum of \$192,250 as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

**Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.**

The Good Faith Deposit so wired will be retained by the County until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the good faith deposit will be retained by the County as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. No interest on the good faith deposit will be paid by the County. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

Insurance on Bonds. In the event the successful bidder obtains a bond insurance policy for all or a portion of the Bonds, by or on behalf of it or any other member of its underwriting group, the successful bidder is responsible for making sure that disclosure information is provided about the credit enhancement provider (for example, through a wrapper to the Official Statement). The County will cooperate with the successful bidder in this manner. The costs of obtaining any bond insurance policy and the costs of providing disclosure information about the credit enhancement provider shall be paid by the successful bidder. In addition, the successful bidder will be required, as a condition for delivery of the Bonds, to certify that the premium will be less than the present value of the interest expected to be saved as a result of such insurance.

Electronic Bidding. The County assumes no responsibility or liability for electronic bids. If any provisions in this Official Notice of Sale conflict with information provided by Parity®, this Official Notice of Sale shall control. Further information about the electronic bidding service providers, including any fee charged and applicable requirements, may be obtained from:

Parity®/IPREO  
1359 Broadway, 2<sup>nd</sup> Floor  
New York, New York 10018  
(212) 849-5021 phone

Award. All bids received shall be considered at a meeting of the County Board of Supervisors to be held on the bidding date and, unless all bids are rejected, the Bonds shall be awarded during the County Board meeting on said date to the best bidder whose proposal shall result in the lowest true interest cost rate to the County. The true interest cost is computed as the discount rate which, when used with semiannual compounding to determine the present worth of the principal and interest payments as of the date of the Bonds, produces an amount equal to the purchase price. If two or more bids provide the same lowest true interest rate, the County shall determine which proposal shall be accepted, and such determination shall be final. A computation by the bidder of such true interest cost rate contained in any bid shall be for information only and shall not constitute a part of the bid. The purchaser shall pay accrued interest from the date of the Bonds to the date of delivery and payment of the purchase price.

Delivery. The Bonds will be delivered in typewritten form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, securities depository of the Bonds for the establishment of book-entry accounts at the direction of the successful bidder, within approximately 45 days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within 45 days after the date of the sale of the Bonds, the successful bidder may, prior to tender of the Bonds, at its option, be relieved of its obligation under the contract to purchase the Bonds and its good faith check shall be returned, but no interest shall be allowed thereon. Delivery of the Bonds is currently anticipated to be on or about June 15, 2022.

Legal Opinion. The successful bidder will be furnished without cost, the unqualified approving legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel.

CUSIP Numbers. The County will assume no obligation for the assignment of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon. The County will permit such numbers to be assigned and printed at the expense of the original purchaser, but neither the failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Bonds.

Official Statement. Upon the sale of the Bonds, the County will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after such date, the County will provide the successful bidder with an electronic copy of the final Official Statement. The successful bidder agrees to supply to the County all necessary pricing information and any underwriter identification necessary to complete the final Official Statement within 24 hours after the award of Bonds.

Certification Regarding Official Statement. The County will deliver, at closing, a certificate, executed by appropriate officers of the County acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the County and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue

statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Undertaking to Provide Continuing Disclosure. In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the County will covenant to undertake (pursuant to a Resolution to be adopted by the Board of the County), to provide annual reports and timely notice of certain events for the benefit of holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the County, a form of which is included in the Preliminary Official Statement and in the final Official Statement.

Transcript of Proceedings. A transcript of the proceedings relative to the issuance of the Bonds will be furnished to the successful bidder without cost, including a Closing Certificate stating that there is no litigation pending or threatened affecting the validity of or the security for the Bonds.

Irregularities. The County Board of Supervisors reserves the right to reject any and all bids and to waive any and all irregularities.

Information. The Preliminary Official Statement can be viewed electronically at [[www.i-dealprospectus.com](http://www.i-dealprospectus.com)] or copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to the County's municipal advisor, PFM Financial Advisors LLC, 115 South 84<sup>th</sup> Street, Suite 315, Milwaukee, Wisconsin 53214, Attention: Kristin Hanson, phone (414) 771-2700, or to the undersigned:

Kristi Palmer - Finance Director  
Marathon County, Wisconsin  
500 Forest St  
Wausau, WI 54403  
Phone: (715) 261-1172

\* \* \* \* \*

**BID FORM**

**Marathon County, Wisconsin  
\$19,225,000\***

**General Obligation Health Care Project Building Bonds, Series 2022B**  
(Electronic bids are accepted via Parity® – See Official Notice of Sale)

**Marathon County, Wisconsin  
c/o PFM Financial Advisors LLC**

**Sale Date: May 24, 2022**

For all or none of the principal amount of the County's \$19,225,000\* General Obligation Health Care Project Building Bonds, Series 2022B, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$ \_\_\_\_\_ plus accrued interest, if any, on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>	<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>
2024	\$ 550,000	___%	___%	2034	\$ 815,000	___%	___%
2025	570,000	___%	___%	2035	845,000	___%	___%
2026	595,000	___%	___%	2036	880,000	___%	___%
2027	615,000	___%	___%	2037	915,000	___%	___%
2028	645,000	___%	___%	2038	950,000	___%	___%
2029	665,000	___%	___%	2039	985,000	___%	___%
2030	695,000	___%	___%	2040	1,030,000	___%	___%
2031	720,000	___%	___%	2041	2,255,000	___%	___%
2032	755,000	___%	___%	2042	3,960,000	___%	___%
2033	780,000	___%	___%				

\* Preliminary, subject to change.

The Bonds mature on February 1 in each of the years as indicated above and interest is payable February 1 and August 1 of each year, commencing February 1, 2023. The Bonds maturing on or after February 1, 2033, are subject to redemption prior to maturity at the option of the County on February 1, 2032.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated May 19, 2022. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$192,250 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

**NOT PART OF THE BID**

Explanatory Note: According to our computation this bid involves the following:

\_\_\_\_\_  
Net Interest Cost

\_\_\_\_\_  
True Interest Rate (TIC)

Respectfully submitted,

\_\_\_\_\_  
Account Manager

The foregoing offer is hereby accepted by and on behalf of Marathon County, Wisconsin, this 24<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
Kurt Gibbs, Chairperson

\_\_\_\_\_  
Kim Trueblood, County Clerk

## RESOLUTION #R-40-22

### TOWN OF EMMET REQUEST FOR FINANCIAL AID FOR ACCESS TO BIG EAU PLEINE PARK ROAD

**WHEREAS**, the Marathon County Board of Supervisors approved Resolution R-46-15 on August 6, 2015; and

**WHEREAS**, Resolution R-46-15 created a policy and formula for equitable distribution of the funding responsibility for long-term maintenance and improvements of local roadways; and

**WHEREAS**, in Resolution R-46-15, the County committed to sharing in the costs of roadway construction, paving, chip sealing, and crack filling based upon the following formula:

*(Percent of traffic using the local roadway to enter the main parking area of the park or forest unit) X (.75) X (roadway construction / maintenance cost).*

**WHEREAS**, any requests for reimbursement pursuant to this formula are required to be made by August 1 and approved for the ensuing year's reimbursement; and

**WHEREAS**, the Town of Emmet has requested reimbursement for improvements and maintenance on Eau Pleine Park Road, the access road to Big Eau Pleine Park, in accordance with R-46-15. The proposed improvements are as follows:

Replacement of 5 Culverts -	\$40,000
Pulverizing of Existing Asphalt -	27,684
Asphaltic Pavement, 3,473 tons -	312,570
Shouldering, 838 tons -	15,000
Total Cost -	\$395,254

**WHEREAS**, the Town of Emmet is requesting that the culvert work be performed in 2022 so that the roadway can settle out prior to paving occurring in 2023. The Town acknowledges that reimbursement would not occur until 2023 but requests that reimbursement for the culvert work be in early 2023 with remaining reimbursement to be made after paving and shoulder work and final inspection by the County is completed; and

**WHEREAS**, the Marathon County Infrastructure Committee approved the Town of Emmet's request for financial aid for repairs and maintenance to Eau Pleine Park Road on May 5, 2022, with reimbursement to be made pursuant to the formula outlined in R-46-15.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Marathon does approve reimbursement of proposed improvements to Eau Pleine Park Road, in the Town of Emmet, pursuant to the following formula:

*(Percent of traffic using the local roadway to enter the main parking area of the park or forest unit) X (.75) X (roadway construction / maintenance cost).*

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Marathon County Highway Department is authorized to oversee the repairs and maintenance, including the completion of culvert work in 2022.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that reimbursement to the Town of Emmet is authorized in an amount not to exceed \$296,440.50. This amount shall be transferred to the Highway Department fund for such reimbursements as part of the 2023 budget.

Dated the 24<sup>th</sup> day of May, 2022.



**INFRASTRUCTURE COMMITTEE**

_____	_____
_____	_____
_____	_____
_____	

Fiscal Impact: This resolution would obligate up to \$296,440.50 for reimbursement of the improvements and maintenance work. Actual expenditures would be determined through application of the formula approved in R-46-15. The Highway Department has a separate fund for reimbursement of such work that would be funded with this amount and utilized for the reimbursement.

**RESOLUTION #R-46-15**

**MARATHON COUNTY ASSISTANCE FOR IMPROVEMENTS  
AND MAINTENANCE TO ACCESS ROADS TO  
COUNTY PARKS AND FOREST UNITS**

**WHEREAS**, Marathon County maintains County parks and forest unit properties; and

**WHEREAS**, Marathon County recognizes the need for a partnership with local units of government to maintain proper and safe road access to these properties; and

**WHEREAS**, previous resolutions do not adequately address local long term roadway maintenance improvements such as chip sealing or crack filling to all County properties; and

**WHEREAS**, a policy and formula for equitable distribution of the funding responsibility for the local roadway long term maintenance and improvements needs to be implemented; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Marathon does hereby ordain as follows: To require, prior to any cost sharing for improvements to park and forest units main access roads, that appropriate unobstructed right-of-way (R-O-W) of a minimum of three (3) rods or otherwise specified by city, town or village ordinances, whichever is greater, be acquired by the local unit of government.

**BE IT FURTHER RESOLVED** that improvements be only to those local roads accessing the main parking areas for each County park and forest unit property, as designated by the County Parks and Forestry Departments, from County, State or U.S. highways.

**BE IT FURTHER RESOLVED** that the County will share in the costs of roadway construction, paving, chip sealing, crack filling, excluding curb and gutter, utilities, engineering and R-O-W costs, based on the following formula:

*(Percent of traffic using the local roadway to enter the main parking area of the park or forest unit) X (.75) X (roadway construction/maintenance cost).*

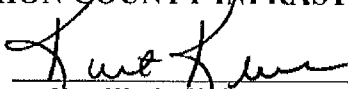
**BE IT FURTHER RESOLVED** that Marathon County Highway Department shall be responsible for the oversight for road construction work or maintenance work and Marathon County, shall pay the local municipality for its share of the total construction costs based on the above formula, for its share of the total construction costs at the completion of the project.

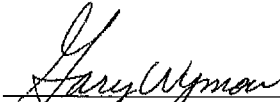
**BE IT FURTHER RESOLVED** a separate fund is created within the Highway Department's budget for reimbursement of such work.

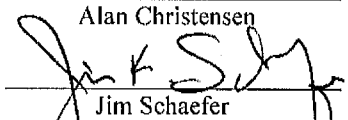
**BE IT FURTHER RESOLVED** that any and all prior resolutions in conflict herewith are rescinded. All requests for reimbursement must be made by August 1<sup>st</sup> and approved by the Infrastructure Committee for the ensuing year's reimbursement.

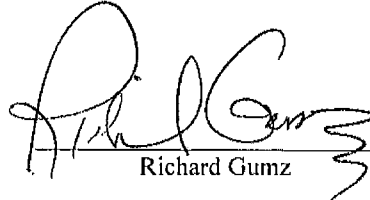
Date: August 6, 2015

**SUBMITTED BY MARATHON COUNTY INFRASTRUCTURE COMMITTEE**

  
Kurt Kluck, Chairman

  
Gary Wyman

Alan Christensen  
  
Jim Schaefer

  
Richard Gumz

  
Arnold Schlei

Allen Opall

**Fiscal Impact: None - cost will be paid out of budgeted funds.**

Signed this 18<sup>th</sup> day of August, 2015, pursuant to SS59.12(1), Stats.

  
County Board Chair

**RESOLUTION #R-41-22**

**RESOLUTION TO VACATE PORTION OF HIGHWAY RIGHT-OF-WAY**

**WHEREAS**, Marathon County maintains a right-of-way for County Highway C within the Town of Bergen; and

**WHEREAS**, an existing right-of-way for a portion of County Highway C in the Town of Bergen, located within part of the fractional Northwest Quarter of Section 19, Township 26 North, Range 6 East, as recorded with the Marathon County Register of Deeds, is not consistent with the location of County Highway C, in that the right of way exists north of the actual location of the Highway; and

**WHEREAS**, the existing right-of-way located within part of the fractional Northwest Quarter of Section 19, Township 26 North, Range 6 East, in the Town of Bergen, is 82.5 feet wide and, as it is incorrectly platted and does not run contiguous to the actual roadway, extends onto land that is proposed as a lease site for expanded broadband service within the County; and

**WHEREAS**, Wisconsin Statute Sections 66.1003 and 236.445 allow a County Board vacate or discontinue a public right-of-way if the public interest requires it. Under Section 66.1005, title to the land previously designated as right-of-way would revert to the owner of the adjoining land; and

**WHEREAS**, vacating this portion of the unused and incorrectly platted right-of-way would allow the land to be used for a lease site for expanded broadband service within the County.

**NOW, THEREFORE, BE IT RESOLVED:** that the Board of Supervisors of the County of Marathon hereby vacates the following portion of a right-of-way for County Highway C located within the Town of Bergen, finding that it is in the public interest for this portion of right-of-way to be vacated:

A portion of highway right-of-way located within part of the fractional Northwest Quarter of Section 19, Township 26 North, Range 6 East, in the Town of Bergen, beginning at Engle Lane and extending Southeast as identified in red on the attached Survey Document.

This resolution does not affect the existing public right-of-way for County Road C as it exists South of the incorrectly platted right-of-way referenced.

Respectfully submitted this 24<sup>th</sup> day of May, 2022.

**INFRASTRUCTURE COMMITTEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Fiscal Impact:** Vacating this portion of the right-of-way would have no fiscal impact.