



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 ANNUAL MEETING

THE ADJOURNED ANNUAL 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 Thursday, February 25, 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 ten minutes prior to the start time indicated above using the following number:**

**1-408-418-9388 Access code: 962-376-748**

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

**A. OPENING OF SESSION:**

1. Meeting called to order by Chairperson Gibbs 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 of cellphones and other electronic devices
5. Roll Call
6. Acknowledgment of visitors

**B. CONSENT AGENDA:**

7. Approval of minutes from the January 21 & 26, 2021 meeting
8. Referral of bills and communications to respective committees
9. Authorizing the Clerk to issue orders, bills and claims from the last session through this session
10. Enactment of Ordinances:
  - a) Environmental Resources Committee:
    - 1) Town of Reid Rezone – Benjamin & Teri Mandli #O-06-21
    - 2) Town of Knowlton Rezone – Robert & Kelsey Schwei #O-07-21
11. Adoption of Resolutions:
  - a) Environmental Resources Committee:
    1. Approving the 2021-2030 Marathon County Land and Water Resource Management Plan #R-09-21
    2. Approval of Town of Rib Mountain Local Zoning Ordinance Amendment #R-10-21
  - b) Public Safety Committee:
    1. Support for Amendments to Statutory Changes Effected by 2019 Wisconsin Act 106 and WIS. Stats §.343.31 (1M)(B) Regarding Operating While Intoxicated (OWI) Offenses #R-13-21
  - c) Diversity Affairs Commission and Executive Committee:
    1. Marathon County Resolution Celebrating Black History Month #R-14-21

**C. MEMORIAL:**

12. Life and Public Service of Brian R. Nelson

D. ORDINANCES:

13. To Amend Chapter 16 and 19 of the General code of Ordinances for Marathon County:  
County Forests and Parks #O-05-21
14. Ordinance Amending General code of Ordinances for Marathon County Chapter 17 Zoning  
Code #O-08-21

RESOLUTIONS

E. HUMAN RESOURCES, FINANCE, & PROPERTY COMMITTEE:

15. Resolution Awarding the Sale of \$5,830,000 General Obligation Promissory Notes,  
Series 2021A #R-15-21
16. Resolution Awarding the Sale of \$19,000,000 General Obligation Health Care Project  
Building Bonds, Series 2021B #R-16-21
17. Reauthorization of Self-Insurance for Worker's Compensation #R-17-21

F. HEALTH AND HUMAN SERVICES COMMITTEE AND EXECUTIVE COMMITTEE:

18. Authorizing County Officials to Take Actions Necessary to Facilitate Operation of a  
Regional COVID-19 Vaccination Site in Marathon County #R-18-21

G. EXECUTIVE COMMITTEE:

19. Setting County Board Size for Purpose of Redistricting Following 2020 Decennial Census  
#R-19-21

H. MISCELLANEOUS BUSINESS

20. Announcements and / or Requests
21. Motion to Adjourn

WITNESS: My signature this 25<sup>th</sup> day of February, 2021

Kim Trueblood  
Marathon County Clerk

NOTE: The next meeting of the County Board will be the Educational Meeting on Thursday, March 18, 2021. The Business Meeting will be on Tuesday, March 23, 2021. Both meetings will be held at 7:00 p.m. in the Assembly Room of the Courthouse.

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)

*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.*

**MEMORIAL**  
Life and Public Service of  
**Brian R. Nelson**

Brian R. Nelson, 57, passed away on February 9, 2021 at Aspirus Wausau Hospital due to ongoing health issues related to Glioblastoma and CLOVES Syndrome.

He was born May 29, 1963, to Judy and the late Ronald Nelson. He is survived by his wife Nancy, mother Judy, sister Kristin, nephews, grandchildren, and many other family members and friends.

Brian was an active member of Wesley United Methodist Church and the Wausau Symphony Choir. He was also a member of the Masonic Lodge and especially enjoyed the time he spent as a clown with the Beja Shrine Clown Unit.

He served the residents of District 8 in the City of Wausau on the Marathon County Board of Supervisors from 2002-2004. During that time, he was a member of the Personnel Committee and Employee Resources Committee.

In the passing of Brian Nelson, we have lost a leader who was dedicated to serving his community. He is hereby honored and remembered for his 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 Brian R. Nelson. A copy of this memorial shall be sent to his family with the sympathies of the Board.

Dated this 25<sup>th</sup> day of February, 2021.

\_\_\_\_\_  
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 Annual meeting which was held February 25, 2021.

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

**ORDINANCE O-05-21**

**TO AMEND CHAPTER 16 AND 19 OF THE GENERAL CODE OF ORDINANCES FOR  
MARATHON COUNTY: COUNTY FORESTS AND PARKS**

**WHEREAS**, the Marathon County Board has enacted Chapters 16 and 19 of the General Code of Ordinances of Marathon County (Gen. Code), governing County Forests as well as City and County Parks, within its jurisdiction, and they have not been updated since 2019; and

**WHEREAS**, the City/County Parks Recreation and Forestry Department has undertaken the task of revising Chapters 16 and 19 to conform to the state law and current practice in Marathon County; and

**WHEREAS**, on January 5, 2021, the Marathon County Parks Commission voted to approve revisions, set forth in the Attachment hereto, and to forward said revisions to the Marathon County Environmental Resources Committee their review; and

**WHEREAS**, on January 5, 2021, the Forestry/Recreation Committee voted to approve revisions, set forth in the Attachment hereto, and to forward said revisions to the Marathon County Environmental Resources Committee their review; and

**WHEREAS**, on February 2, 2021, the Environmental Resources Committee voted to approve revisions, set forth in the Attachment hereto, and to forward said revisions to the County Board for its review; and

**NOW, THEREFORE**, the County Board of Supervisors of the County of Marathon does hereby ordain and resolve to: Amend Chapters 16 and 19 of the Gen. Code to read, as described in the Attachment hereto.

**BE IT FURTHER ORDAINED AND RESOLVED** that said ordinance shall take effect upon passage and publication as required by law.

**Respectfully submitted this 25th day of February, 2021.**

**MARATHON COUNTY PARKS COMMISSION**

/s/ Jean Maszk /s/ Allen Opall /s/ Rick Seefeldt

**MARATHON COUNTY FORESTRY/RECREATION COMMITTEE**

/s/ Arnold Schlei, Chair /s/ Rick Seefeldt, Vice Chair /s/ Tom Rosenberg

**ENVIRONMENTAL RESOURCES COMMITTEE**

/s/ Jacob Langenhahn, Chair /s/ Sara Guild, Vice Chair /s/ Rick Seefeldt /s/ Bill Conway  
/s/ Allen Drabek /s/ Randy Fifrick /s/ Arnold Schlei /s/ David Oberbeck

**Fiscal Impact:** No anticipated budgetary impact for 2021.

**Proposed amendments to the Marathon County Code of Ordinances:  
Chapter 16, County Forests.**

~~Strikeout text is deleted.~~

Shaded text is added.

16.06(3) Tree stands, trail cameras and ground blinds.

(b) *Trail Cameras.* No person shall place or use any camera or other device commonly referred to as a trail camera on lands owned or under the control of the County that causes permanent or temporary damage to natural vegetation or other County property. The placement and use of trail cameras are permitted for hunting and wildlife scouting purposes, and are prohibited in designated areas of the County forest where such activity would interfere with other recreational activities and shall include parking areas and buildings. Trail cameras may be left in the woods provided they ~~have~~ bear the name, address, and phone number in the English language of the owner permanently affixed in a manner that is clearly visible and kept legible at all times without moving the camera. Trail cameras without such identifying information shall be subject to immediate removal by County officials. Trail cameras may be chained or locked to natural vegetation and must be removed from County forest lands as stipulated for tree stands in paragraph (a).

16.08 General Offenses.

(9) *Vehicular Traffic.*

(h) No person shall operate a motor vehicle for recreational use within Burma County Forest from October 1 through November 20 30.

(j) No other motorized vehicles other than an ATV or UTV shall be operated on a designated ATV/UTV trail on park property or County trail with the exception of authorized personnel in the performance of their duties.

(18) *Hiking, walking or running on ski trails.* No person shall hike, walk or run on cross-country ski trails during that period of the year when such trails are open for cross-country skiing in Nine Mile County Forest, except while hunting in accordance with applicable State statutes and applicable provisions of the Wisconsin Administrative Code setting forth regulations of the Department of Natural Resources.

16.09 Legal Action

(6) *Authority to issue a citation.* Citations for violations of this chapter may be issued by any law enforcement officer or by the Director and those administrative, supervisory or managerial Department personnel delegated by the Director and listed below:

Assistant Director - Operations;

Assistant Director - Community Services;

Forest Administrator;

County Forester;

~~Operations Superintendent — Customer Service;~~

~~Operations Superintendent — Maintenance and Development;~~

Facility Managers;

~~Chief Ranger/Motorized Recreation Administrator~~ **Coordinator**.

**Proposed amendments to the Marathon County Code of Ordinances:  
Chapter 19, Parks and Recreation.**

~~Strikeout text is deleted.~~

Shaded text is added.

**Sec. 19.01. - General administration and terms.**

(4) *Closing hours.* No person shall enter or be in any County park between 11:00 p.m. and 6:00 a.m., except registered campers in or en route to designated campgrounds; persons transporting watercraft to and from designated boat landings are permitted at any hour. ~~and persons in attendance of an event involving rental of a shelter shall be allowed to remain within the park until midnight.~~

(6) *Additional rules, permits, exceptions.*

(b) *Permits.* Any person to whom a permit has been issued by the Director shall be bound by the provisions of all ordinances of Marathon County as fully as though the same were inserted in each permit. Any permit issued by the department must be displayed as directed by the Commission

**Sec. 19.03 Personal conduct and nuisances.**

(4) *Jumping and diving.* No person shall jump, dive, or otherwise launch themselves from any bridge, ~~or~~ approach, rope or other device similar to a rope swing thereto into any body of water within any County park.

**Sec. 19.03 Personal conduct and nuisances**

(3) *Unreasonable noise.* No person shall make or cause to be made any unreasonably loud sounds or noises under circumstances which tend to annoy or disrupt others. No person shall operate any sound truck, loudspeaker, generator, chainsaw, or other device that produces excessive, loud or unusual noises within any County park except upon written permit issued by the Commission or its authorized agent upon such terms and conditions as will ensure that the public peace and order will not be unreasonably disturbed.

**Sec. 19.04 Destruction, entry, cleaning and refuse**

(2) *Cleaning and refuse.*

(a) *Washing.* The washing of cars, persons, pets, cooking utensils or clothing is prohibited in any lakes, streams or on any picnic grounds, playgrounds, beaches, recreation areas, boat landings, parking lots or roadways or within 50 feet of any pump, fountain or drinking water outlet in any County park. The washing of persons, cooking utensils and clothing shall be permitted at designated campgrounds or at other authorized and posted locations.

**Sec. 19.05. - Vehicles.**

(1) *Vehicular traffic.*

(a) No person shall operate any vehicle at a speed in excess of 15 mph or contrary to official traffic signs in any County park or County trail unless governed by Sec. 7.125 of Marathon County Code of Ordinances.

(e) No person shall operate an ATV or UTV as defined in § 340.01 (2g), Wis. Stats., in any County Park, except on paved roads.

(f) No other motorized vehicles other than an ATV or UTV shall be operated on a designated ATV/UTV trail on park property or County trail with the exception of authorized personnel in the performance of their duties.

(g) No person may operate a motorized vehicle on County property when rules pertaining to the operation of motorized vehicles are posted by the Commission or its authorized agent.

(2) Parking.

(a) No person shall park, stop or leave standing, whether attended or unattended, any vehicle, obstruction or watercraft:

1. In any manner as to block, obstruct or limit the use of any road, trail, sidewalk, parking lot, boat landing, waterway or winter sport facility.

2. Outside of any area provided for such purposes when it is practical to use such areas.

Sec. 19.07 - Animals

(2) *Animals running at large.* No person shall allow a dog or other animal to run at large in any County park. The animal shall be considered as running at large unless it is on a leash no more than 16 feet in length, is in or upon a vehicle, is in or on the property of its owner or another who does not object to the presence of such animal, or is part of a 4-H project, is on a display for judging purposes, is in an itinerant or transient carnival, circus or other like show, is in a dog or cat show or trial, or is part of the program of a public or private educational institution as authorized by the Commission or in designated areas as set by the Commission.

(7) No person shall feed a wild animal within the parks.

**Sec. 19.08- Athletics**

(4) *Hiking, walking or running on ski trails.* No person shall hike, walk or run on cross-country ski trails during that period of the year when such trails are open for cross-country skiing unless in the case of an emergency or injury.



Sec. 19.09 Beaches

- (1) *Food and beverage.* No person shall carry or consume any food or beverages on any bathing beach or in the water adjacent to any bathing beach in any County park except in designated areas.
- (2) *Boundary buoys.* No person shall disturb or molest a bathing beach boundary buoy or marker in any swimming beach in any County park or moor or cause to be within that area of water enclosed by boundary buoys any boat, raft or craft used to transport persons.
- (3) *Beach athletics.* Except in locations designated for such purpose, no person shall engage in any athletic game or sport or in any activity upon a bathing beach or in the water when injury or inconvenience to others might result therefrom.
- (4) *Bathing dress.* No swimmer or bather shall enter the water or onto any bathing beach unless clothed in a suitable bathing dress or suit.
- (5) *Changing clothing.* No person shall change clothes, except in beach houses or other enclosed places.
- (6) *Fishing.* No person may fish in any marked swimming beach area.
- (7) *Glass Containers.* Container made of glass or other shatterable material are prohibited.

**Sec. 19.10 Camping**

- (2) (p) Campground quiet hours. No person shall make or cause to be made any unreasonable sounds or noises in or adjacent to any designated campground as provided in subsection 19.03(3) of this chapter between the hours of 10:00 p.m. and 6:00 a.m. Beaches and shelters are closed after park hours except in cases of emergency.

Sec 19.13 Legal Action.

- (3) (a) *Authority to issue.* Citations for violations of this chapter may be issued by any law enforcement officer or by the Director and those administrative, supervisory or managerial Wausau and Marathon County Parks, Recreation, and Forestry Department personnel delegated by the Director and listed below:
  - Assistant Director of Operations;
  - Assistant Director of Community Services;
  - ~~Operations Superintendent – Customer Service;~~
  - ~~Operations Superintendent – Maintenance and Development;~~
  - Facility Managers;
  - Chief Ranger/Motorized Recreation Coordinator Administrator.

**ORDINANCE # O – 06 - 21**

**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 Benjamin & Teri Mandli to rezone lands from L-D-R Low Density Residential to N-C Neighborhood Commercial described as being located in Government Lot 3 of Section 13, Township 27 North, Range 09 East, Town of Reid. The area proposed to be rezoned is described as Lot #2 (1.050 acres) on the Preliminary Certified Survey Map (CSM) submitted as a part of the rezone petition. Area to be rezoned is identified as part of Parcel PIN# 064-2709-135-0909; Address 215120 County Road Y, Hatley WI, 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 February 2, 2021 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 duly advised of the recommendations of the Town of Reid hereby recommends the petition be GRANTED AS APPLIED FOR

NOW, THEREFORE, 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 2<sup>nd</sup> day of February, 2021

**ENVIRONMENTAL RESOURCES COMMITTEE**

/s/ Jacob Langenhahn, Chair    /s/ Randy Fifrick    /s/ Rick Seefeldt

/s/ Allen Drabek    /s/ Sara Guild    /s/ Bill Conway

/s/ Eric Vogel    /s/ David Oberbeck    /s/ Arnold Schlei

Dated this 25th day of February, 2021

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Kurt Gibbs – Marathon County Board Chair

# CERTIFIED SURVEY MAP

## MARATHON COUNTY NO. \_\_\_\_\_

LOT 1 CSM 18526 AS DOC. NO. 1795842, LOCATED IN GOVERNMENT LOT 3 OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 9 EAST, TOWN OF REID, MARATHON COUNTY, WISCONSIN.

<b>VREELAND ASSOCIATES, INC.</b> 6103 DAWN STREET WESTON, WI. 54476 PHONE 715-241-0947 tim@vreelandassociates.us
<b>OWNER: BEN &amp; TERI MANDLI</b>
<b>FILE #: F-268-19 FISCHER</b>
<b>DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND</b>

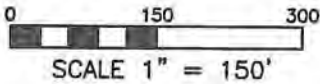
A WAIVER OF MONUMENTATION HAS BEEN GRANTED BY THE DEPARTMENT OF ADMINISTRATION

CENTER 1/4 CORNER SECTION 13-27-9 EAST CALCULATED FROM SUMMARY BY S-2717 DATED 7-15-15

WEST 1/4 CORNER SECTION 13-27-9 EAST X IN STONE FOUND

NORTH LINE SOUTHWEST 1/4

2647.46'



### LEGEND

- ⊙ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
- = 3/4" x 24" REBAR 1.502 POUNDS PER FOOT SET
- = 1.315" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
- ⊙ = MAG SPIKE SET IN BITUMINOUS

LINE TABLE

L1	=	S	40°28'19"	E	29.42'
L2	=	S	40°12'32"	W	88.08'
L3	=	N	85°48'46"	E	201.71'
L4	=	S	43°39'02"	E	71.27'
L5	=	S	57°20'02"	W	80.00'
L6	=	N	32°39'58"	W	25.00'

**LOT 1**  
1.113 ACRES  
48,469 SQ.FT.

**LOT 2**  
1.050 ACRES  
45,727 SQ.FT.  
1.004 ACRES EXCLUDING EASEMENT

CURVE 1  
RADIUS = 50.00'  
CENTRAL ANGLE = 83°03'57"  
CHORD = N 39°48'46" E 66.31'  
ARC = 72.49'

CURVE 2  
RADIUS = 841.25'  
CENTRAL ANGLE = 18°08'05"  
CHORD = S 31°09'30" W 264.76'  
ARC = 265.77'

LOT 1  
CENTRAL ANGLE = 9°11'29"  
CHORD = N 35°36'48" E 134.81'  
ARC = 134.95'

LOT 2  
CENTRAL ANGLE = 8°54'36"  
CHORD = N 26°33'46" E 130.89'  
ARC = 130.82'

BEARINGS REFERENCED TO THE BEARING WEST LINE OF THE SW 1/4 SECTION 13-27-9 EAST PER WISCONSIN COUNTY COORDINATE SYSTEM (MARATHON) NAD83 (2011)

THE EASEMENT SHOWN HEREON IS NOT VALID UNLESS A DOCUMENT IS RECORDED TO GRANT SAID EASEMENT.



SOUTHWEST CORNER SECTION 13-27-9 EAST LOCATION PER TIES

SOUTH LINE SOUTHWEST 1/4

2626.33'

SOUTH 1/4 CORNER SECTION 13-27-9 EAST 2" IRON PIPE FOUND

STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF REID )

RECEIVED

DEC 1 / 2020

MARATHON CO. CONSERVATION,  
PLANNING & ZONING DEPT

**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 December, 2020.

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 December, 2020, petition of Benjamin & Teri Mandli to amend the Marathon County Zoning Ordinance to rezone lands from L-D-R Low Density Residential to N-C Neighborhood Commercial described as being located in Government Lot 3 of Section 13, Township 27 North, Range 09 East, Town of Reid. The area proposed to be rezoned is described as Lot #2 (1.050 acres) on the Preliminary Certified Survey Map (CSM) submitted as a part of the rezone petition. Area to be rezoned is identified as part of Parcel PIN# 064-2709-135-0909; Address 215120 County Road Y, Hatley WI, 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: \_\_\_\_\_

(OVER)

- 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 Milanau Shi  
 Town Board [Signature]  
Robert K. [Signature]  
Dan [Signature]

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 January 20, 2021 to:

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

**ORDINANCE # O – 07 - 21**

**Town of Knowlton 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 by Robert & Kelsey Schwei to amend the Marathon County Zoning Ordinance to rezone lands from L-D-R Low Density Residential to R-E Rural Estate described as part of Government Lot 3 of Section 28, Township 26 North, Range 07 East and part of NE ¼ of the SE ¼ of Section 29, Township 26 North, Range 07 East, Town of Knowlton. The existing parcel proposed to be rezoned is described as Lot #2 (10.0340 acres) on the Certified Survey Map (CSM) Vol. 62 Pg. 60 (Doc#1423383); Parcel PIN# 048-2607-285-0985.

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 February 2, 2021 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 duly advised of the recommendations of the Town of Knowlton hereby recommends the petition be GRANTED AS APPLIED FOR

NOW, THEREFORE, 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 2<sup>nd</sup> day of February, 2021

**ENVIRONMENTAL RESOURCES COMMITTEE**

/s/ Jacob Langenhahn, Chair      /s/ Randy Fifrick      /s/ Rick Seefeldt

/s/ Allen Drabek      /s/ Sara Guild      /s/ Bill Conway

/s/ Eric Vogel      /s/ David Oberbeck      /s/ Arnold Schlei

Dated this 25th day of February, 2021

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Kurt Gibbs – Marathon County Board Chair

LOT 1-048.4.2607.285.0984-GL4 SE SE  
 LOT 2-048.4.2607.285.0985-GL3 14053 NE SE  
 LOT 3-048.4.2607.294.0958-NE SE GL3

1425383

**CERTIFIED SURVEY MAP**

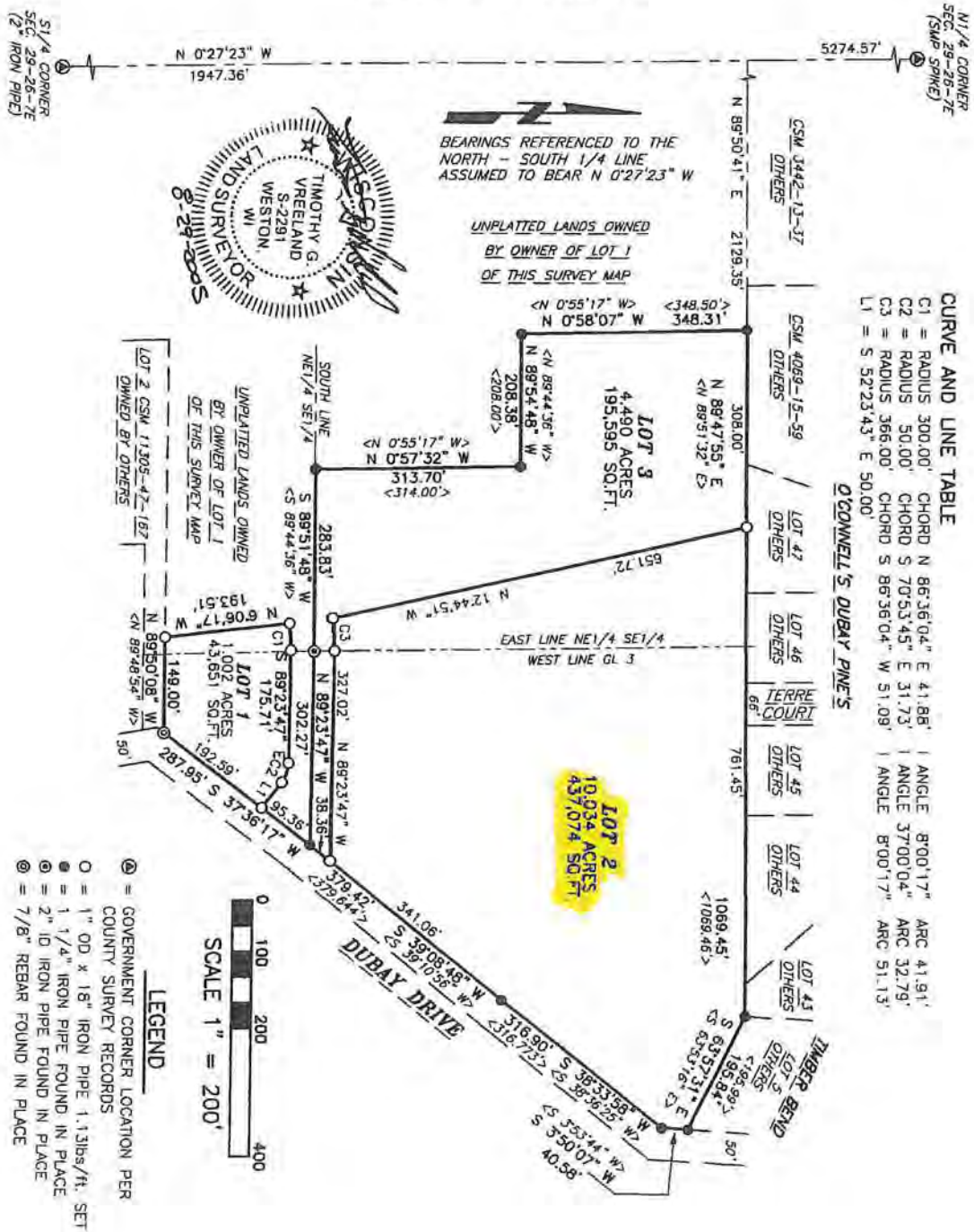
**MARATHON COUNTY NO. 14053 VOL. 62 PAGE 60**

ALL OF LOT 1 CSM 1613-6-297, LOCATED IN THE NE1/4 SE1/4 SECTION 29 AND GOVERNMENT 3, SECTION 28 AND THAT PART OF THE SE1/4 SE1/4, SECTION 29 AND GOVERNMENT LOT 4, SECTION 28, ALL IN T 26 N, R 7 E, TOWN OF KNOWLTON, MARATHON COUNTY, WISCONSIN.

114647  
229

<b>VREELAND ASSOCIATES, INC.</b> 6103 DAWN STREET WESTON, WI. 54476 PH (715) 241-0947 OR TOLL FREE (866) 693-3979 FAX (715) 241-9826 vreeland@dwave.net	PREPARED FOR OWNERS: <b>ROY BERGER &amp; JACQUELYN GROESCHEL</b> DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND
FILE #: B-429 BERGER CSM	

SHEET 1 OF 2 SHEETS



# CERTIFIED SURVEY MAP

**MARATHON COUNTY NO. 14053** VOL. 62 PAGE 60  
ALL OF LOT 1, CSM 1613-6-297, LOCATED IN THE NE1/4 SE1/4 SECTION 29 AND GOVERNMENT 3,  
SECTION 28 AND THAT PART OF THE SE1/4 SE1/4, SECTION 29 AND GOVERNMENT LOT 4,  
SECTION 28, ALL IN T 26 N, R 7 E, TOWN OF KNOWLTON, MARATHON COUNTY, WISCONSIN.

SHEET 2 OF 2 SHEETS

## SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF ROY BERGER, I SURVEYED, MAPPED AND DIVIDED ALL OF LOT 1 OF MARATHON COUNTY CERTIFIED SURVEY MAP NUMBER 1613, RECORDED IN VOLUME 6 OF SURVEYS ON PAGE 297, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29 AND GOVERNMENT LOT 3 OF SECTION 28 AND THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29 AND GOVERNMENT LOT 4 OF SECTION 28, ALL IN TOWNSHIP 26 NORTH, RANGE 7 EAST, TOWN OF KNOWLTON, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29; THENCE N 0°27'23" W ALONG THE NORTH - SOUTH QUARTER LINE 1947.36 FEET; THENCE N 89°50'41" E 2129.35 FEET TO THE POINT OF BEGINNING; THENCE N 89°47'55" E 1069.45 FEET; THENCE S 63°57'31" E 195.84 FEET TO THE WESTERLY LINE OF DUBAY DRIVE; THENCE S 3°50'07" W ALONG THE WESTERLY LINE OF DUBAY DRIVE 40.58 FEET; THENCE S 38°33'58" W 316.90 FEET; THENCE S 39°08'48" W 379.42 FEET; THENCE S 37°36'17" W 287.95 FEET; THENCE N 89°50'08" W 149.00 FEET; THENCE N 6°06'17" W 193.51 FEET; THENCE 41.91 FEET ALONG THE ARC OF A COURVE CONCAVE TO THE SOUTH WHOSE RADIUS IS 300.00 FEET, WHOSE CENTRAL ANGLE IS 8°00'17" AND WHOSE CHORD BEARS N 86°36'04" E 41.88 FEET; THENCE S 89°23'47" E 175.71 FEET; THENCE 32.29 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS IS 50.00 FEET, WHOSE CENTRAL ANGLE IS 37°00'04" AND WHOSE CHORD BEARS S 70°53'45" E 31.73 FEET; THENCE S 52°23'43" E 50.00 FEET; THENCE N 37°36'17" E 95.36 FEET; THENCE N 89°23'47" W 302.27 FEET; THENCE S 89°51'48" W 283.83 FEET; THENCE N 0°57'32" W 313.70 FEET; THENCE N 89°54'48" W 208.38 FEET; THENCE N 0°58'07" W 348.31 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND USE.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE CERTIFIED SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF MARATHON COUNTY AND THE TOWN OF KNOWLTON, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.



*Timothy G. Vreeland*  
TIMOTHY G. VREELAND

DATED THIS 30TH DAY OF AUGUST, 2005

R.L.S. 2291

APPROVED FOR RECORDING UNDER  
THE TERMS OF THE MARATHON  
COUNTY LAND DIVISION REGULATIONS.

BY *Christine J. Newayoff*

DATE 9-19-05

MARATHON CO. CONSERVATION,  
PLANNING & ZONING DEPT.

APPROVED FOR RECORDING BY THE  
TOWN OF KNOWLTON

BY *James Momi*

DATE 9-12-05



STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF KNOWLTON )

**RESOLUTION ON ZONING ORDINANCE AMENDMENT**

**TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE**

I, Alan Fochs, Clerk of the Town of Knowlton, 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 Knowlton Town Board at a meeting held on the 11th day of January, 2021.

**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 Knowlton Town Board considered on the 11th day of January, 2021, petition of Robert & Kelsey Schwei to amend the Marathon County Zoning Ordinance to rezone lands from L-D-R Low Density Residential to R-E Rural Estate described as part of Government Lot 3 of Section 28, Township 26 North, Range 07 East and part of NE 1/4 of the SE 1/4 of Section 29, Township 26 North, Range 07 East, Town of Knowlton. The existing parcel proposed to be rezoned is described as Lot #2 (10.0340 acres) on the Certified Survey Map (CSM) Vol. 62 Pg. 60 (Doc#1423383); Parcel PIN# 048-2607-285-0985

The Town of Knowlton 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: NA
- 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: Plans to minimize effect on trees
- 5) Is there any potential for conflict with existing land uses in the area?  
 No  Yes Explain: \_\_\_\_\_

(OVER)

- 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: NA
- 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: MA
- 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 Knowlton 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 [Signature]  
 Town Board [Signature]  
[Signature]  
[Signature]

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 January 20, 2021 to:

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

RECEIVED  
 JAN 14 2021  
 MARATHON CO. CONSERVATION,  
 PLANNING & ZONING DEPT.  
 Pg 2 of 2

**ORDINANCE #O – 08 - 21**

**ORDINANCE AMENDING GENERAL CODE OF ORDINANCES FOR MARATHON COUNTY CHAPTER 17 ZONING CODE**

WHEREAS, the Marathon County Board of Supervisors has been petitioned to amend the General Code of Ordinances for Marathon County Chapter 17 Zoning Code, and

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

WHEREAS, the Committee, on due notice, conducted a public hearing on the proposed amendments, and filed their recommendation with the Board, and

WHEREAS, the proposed amendments has been given due consideration by the Board in open session,

WHEREAS, a copy of the proposed text amendments is available for review at the offices of Marathon County Conservation Planning and Zoning Dept., 210 River Dr., and Marathon County Clerk, Courthouse 500 Forest Street, Wausau, 54403 during regular office hours, and is also available at the following link: <https://bit.ly/35z5YAm>, and is incorporated herein by reference as if set forth in full; and

NOW, THEREFORE, 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 is amended in the following respects: For general text amendment changes to the General Code of Ordinances for Marathon County Chapter 17 Zoning Code .

Dated this 2<sup>nd</sup> day of February, 2021

ENVIRONMENTAL RESOURCES COMMITTEE

/s/ Jacob Langenhahn, Chair    /s/ Randy Fifrick    /s/ Rick Seefeldt

/s/ Allen Drabek    /s/ Sara Guild    /s/ Bill Conway

/s/ Eric Vogel    /s/ David Oberbeck    /s/ Arnold Schlei

Dated this 25th day of February, 2021

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Kurt Gibbs – Marathon County Board Chair

**Resolution #R – 09 - 21**

**APPROVING THE 2021-2030 MARATHON COUNTY LAND AND WATER RESOURCE MANAGEMENT PLAN**

WHEREAS, Chapter 92 of the Wisconsin Statutes requires that Marathon County develop and administer a Land and Water Resource Management Plan and program jointly with Department of Agriculture Trade and Consumer Protection (DATCP) and the Land and Water Conservation Board (LWCB) of Wisconsin; and

WHEREAS, the Marathon County Conservation, Planning and Zoning Department and the Environmental Resources Committee (ERC) have led a planning process with local advisory committees, citizens, Federal State agencies and local agencies to identify and prioritize local resource concerns; and

WHEREAS, the proposed Land and Water Resource Management Plan (3<sup>rd</sup> decennial revision) integrates anticipated land use issues, defined in Marathon County’s Comprehensive Plan, with soil health principals and water management methods in order to provide a path to:

- Future sustained development,
- Continued community engagement in land and water conservation,
- Meaningful compliance with State agricultural performance standards and prohibitions, and
- Enactment and enforcement of county ordinances and creation of county policies and procedures that accomplish these goals; and

WHEREAS, the proposed Land and Water Resource Management Plan outlines coordinated programs between County, State and Federal resource agencies and develops a “priority farm” strategy to target available staff and funding resources; and

WHEREAS, the ERC held a public hearing on December 1, 2020 and January 5, 2021; and

WHEREAS, on January 5, 2021, the ERC voted unanimously to recommend approval of the proposed 2021-2030 Land and Water Resource Management Plan to the County Board; and

WHEREAS, on February 2<sup>nd</sup>, 2021, this plan was presented and approved by the Wisconsin Land and Water Conservation Board.

WHEREAS, the proposed Plan is available for review at the offices of Marathon County Conservation Planning and Zoning Dept., 210 River Dr., and Marathon County Clerk, Courthouse 500 Forest Street, Wausau, 54403 during regular office hours, and is also available at the following link: [www.co.marathon.wi.us/lwrm](http://www.co.marathon.wi.us/lwrm); and is incorporated herein by reference as if set forth in full.

NOW, THEREFORE, the Board of Supervisors of the County of Marathon County hereby approves the Marathon County 2021-2030 Land and Water Resource Management Plan, described above.

Dated this 26th day of January, 2021

**ENVIRONMENTAL RESOURCES COMMITTEE**

/s/ Jacob Langenhahn, Chair	/s/ Randy Fifrick	/s/ Rick Seefeldt
/s/ Allen Drabek	/s/ Sara Guild	/s/ Bill Conway
/s/ Eric Vogel	/s/ David Oberbeck	/s/ Arnold Schlei

Fiscal Impact: Approval of the plan has no budgetary impact. Implementation of programs and priorities set forth in the plan are subject to separate budgetary approval

**The Conservation, Planning & Zoning (CPZ) Department is proud to present to the County Board of Supervisors a Comprehensive Revision to the Marathon County Land and Water Resource Management Plan.**

**This Plan identifies natural resource concerns and establishes goals, strategies, and objectives to address them.**

**You can learn more about the Plan** at the Marathon County CPZ Website  
<https://www.co.marathon.wi.us/lwrm>

- ◆ View the narrated presentation covering the major points in the Plan
- ◆ Read the entire Plan, or an executive summary
- ◆ Watch a video on soil health (a guiding principle of the Plan)

**As a Supervisor, you can obtain a printed copy and/or information:**

- ◆ Request the draft Plan to be emailed to you by contacting [cpz@co.marathon.wi.us](mailto:cpz@co.marathon.wi.us)
- ◆ Request a printed copy or the executive summary at 715-261-6000 or [cpz@co.marathon.wi.us](mailto:cpz@co.marathon.wi.us)

**You can also have any questions answered prior to the February County Board meeting:**

- ◆ Email [paul.daigle@co.marathon.wi.us](mailto:paul.daigle@co.marathon.wi.us) or call Paul Daigle, 715-261-6006 or 715-573-1435 at Marathon County CPZ.

Paul Daigle  
Land and Water Program Director  
Marathon County Conservation, Planning and Zoning Department  
210 River Drive  
Wausau WI 54403

Phone 715-261-6006  
Fax 715-261-6016  
cell 715-573-1435  
email [paul.daigle@co.marathon.wi.us](mailto:paul.daigle@co.marathon.wi.us)

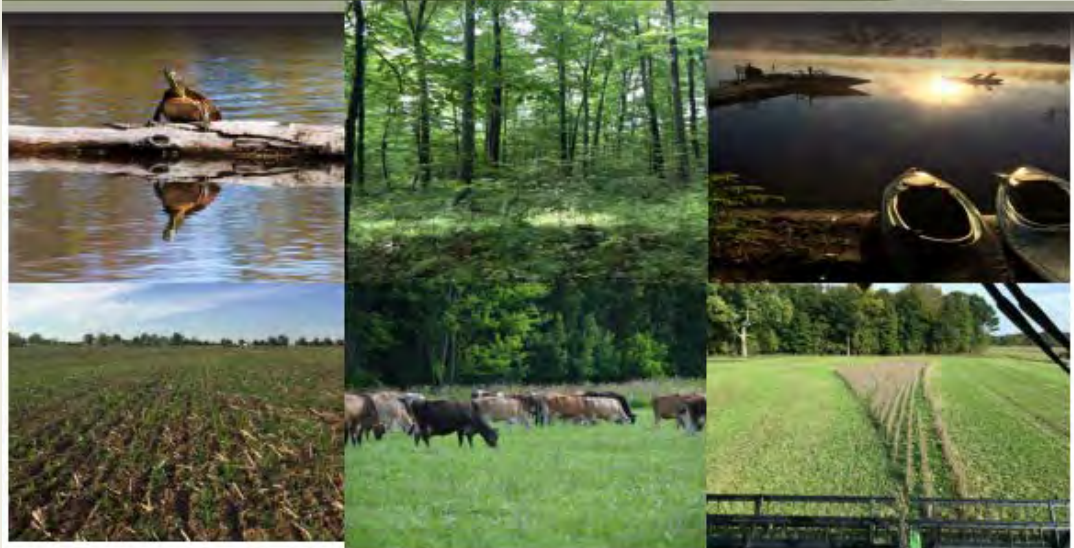


# MARATHON COUNTY LAND & WATER Resource Management Plan



# MARATHON COUNTY

Conservation, Planning,  
& Zoning Department



Paul Daigle  
Land and Water  
Program Director  
Jacob Langenhahn  
Environmental Resources  
Committee Chair

# Objective of LWRM Plan



Conservation, Planning,  
& Zoning Department

- **The Marathon County Land and Water Resource Management Plan (LWRM Plan)**
  - Coordinated public and private investment
  - Framework to identify goals, objectives, and strategies for the implementation of soil and water conservation.
  - Align county, state, federal and local desired outcomes aimed to protect and conserve natural resources



Wetland Restoration

# Plan will help fulfill mission



Conservation, Planning,  
& Zoning Department

***We work each day to:*** Protect our community's land and environment ***because*** the economic strength and vitality of our community is dependent on the quality of our resources.

***We do this through:*** leadership, accountability, community engagement, and collaborative partnerships ***So that:*** we have thoughtful and deliberate use of resources and innovative solutions to ensure Marathon County has healthy people, a healthy economy, and a healthy environment today and tomorrow.





# Marathon County:



Conservation, Planning,  
& Zoning Department

- County Population of 136,517
- 1.009 million acres
- 202 Lakes covering 28,322 acres
- 356 Rivers and Streams
- 473,147 acres land in farmland
  - 111,567 acres of corn/corn silage
  - 61,849 acres of soybeans
  - 111,588 acres of perennial forage
  - 61,000 cows on about 500 dairy farms
  - 145,000 total livestock



# Resource concerns:



Conservation, Planning,  
& Zoning Department

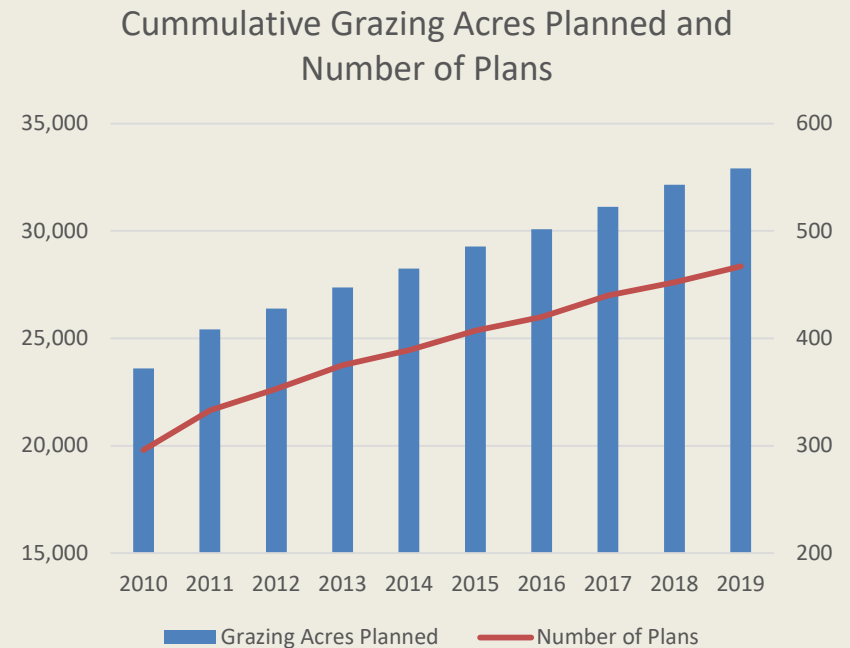
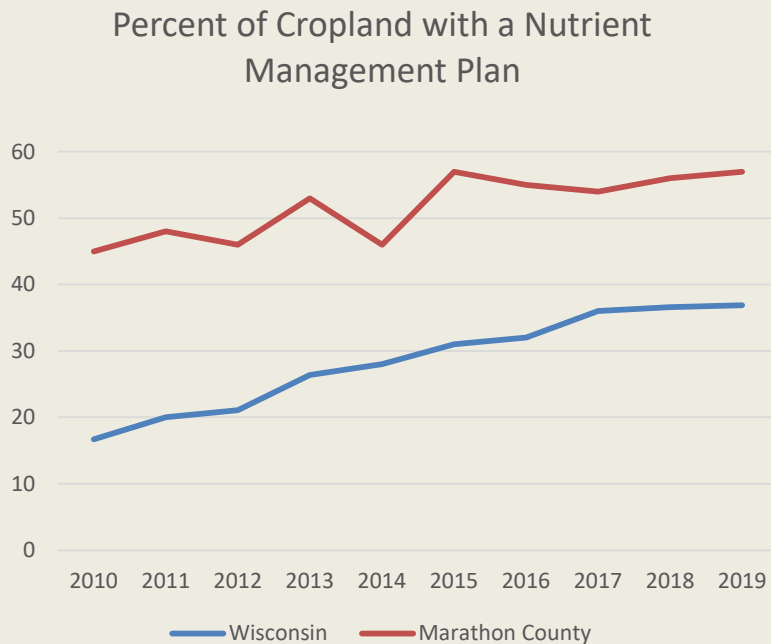
- Increasing acreage of corn and soybean
- Increasing soil erosion rate
- Decreasing perennial forages acreage
- 255.5 miles of phosphorus impaired streams
- Increasing erodibility of crops types being grown
- Shoreland encroachment and development



# Chapter 2: Accomplishments

## Identified 2010-2020 Major Accomplishments Related to goals of plan:

- Reducing Agricultural non-point runoff



# Chapter 2: Accomplishments



Conservation, Planning,  
& Zoning Department

## Goal 2: Groundwater (Quality and Quantity)

Enacted metallic mining ordinance

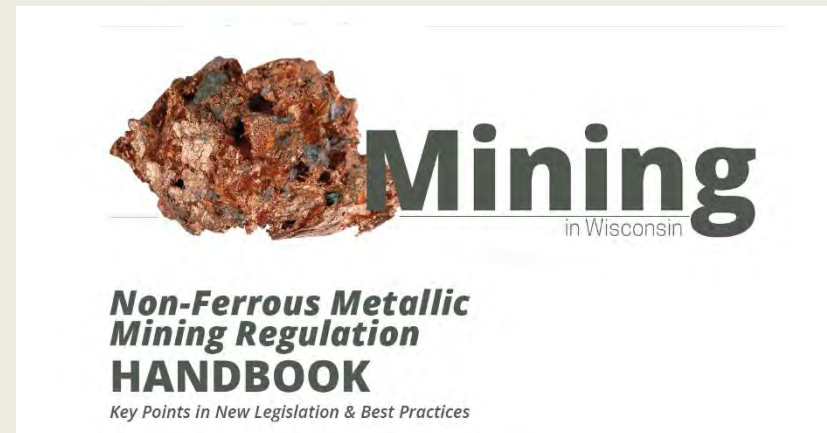
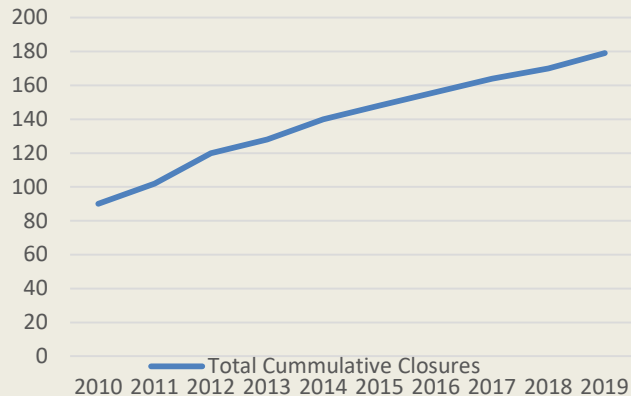
Soil Health Initiative

Safe Water Project-close idle pits

Wellhead protection overlay district



Cummulative Idle Manure Storage  
Facilities Properly Closed



# Chapter 2: Accomplishments



Conservation, Planning,  
& Zoning Department

## Goal 4: Reduce Land Conversion

**Comprehensive Revision and adoption of new Farmland Preservation Plan  
Establishment of Two Agricultural Enterprise Areas (AEA) in Marathon County**

### Antigo Flats Agricultural Enterprise Area



# Chapter 2: Accomplishments



Conservation, Planning,  
& Zoning Department

## Goal 5: Lake and Reservoir Management



“Completed Shoreland buffer on public lands.”

Source: Tyler Betry

# Chapter 2: Accomplishments



Conservation, Planning,  
& Zoning Department

## Benchmarked Status of Agricultural Performance Standards and Prohibitions Accomplishments



# CHAPTER 3. GOALS, OBJECTIVES, STRATEGIES, AND OUTCOMES



Conservation, Planning,  
& Zoning Department

## Plan Goals

- **GOAL 1**: LAND AND RESOURCES ARE PROTECTED AND IMPROVED COUNTY-WIDE.
- **GOAL 2**: SURFACE WATER QUALITY IS PROTECTED AND IMPROVED.
- **GOAL 3**: GROUNDWATER IS PROTECTED AND IMPROVED.
- **GOAL 4**: ACTIVELY EDUCATE AND ENGAGE COMMUNITY STAKEHOLDERS TO DEVELOP AN UNDERSTANDING OF LAND, SURFACE WATER, AND GROUNDWATER QUALITY CONCERNS.





# CHAPTER 3. GOALS, OBJECTIVES, STRATEGIES, AND OUTCOMES

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Conservation, Planning,  
& Zoning Department

## HEALTHIEST, SAFEST, MOST PROSPEROUS - WHY IS THIS IMPORTANT?

- Context for the plan
- County's mission
- Physical environment shapes our well-being



# Chapter 4-Implementation and Coordination-our North Star



Conservation, Planning,  
& Zoning Department

- Growing Community Engagement



# Healthy soil for healthy plants, animals and people;



Conservation, Planning,  
& Zoning Department

Encourage and Inspire the five principles of Soil Health:

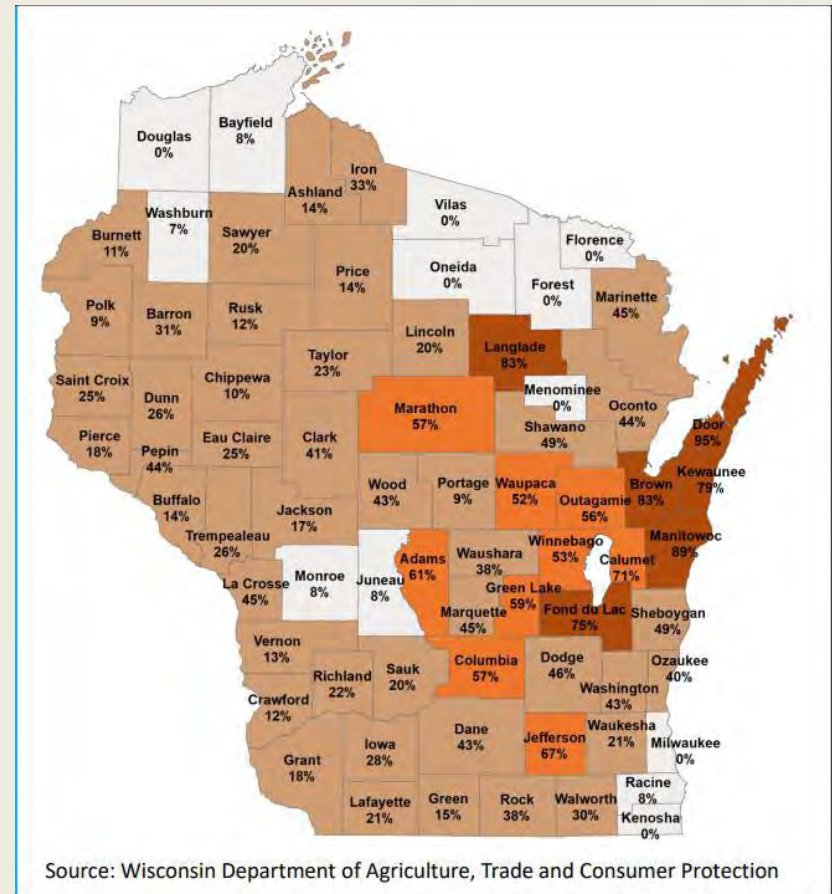


# NR 151 Agricultural Performance Standards and Prohibitions



Conservation, Planning,  
& Zoning Department

*Farms subject to program requirements and/or regulatory enforcement of the state standards include:*



# Priority Farm Strategy:

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Conservation, Planning,  
& Zoning Department

## **HIGHEST PRIORITY ITEMS:**

- Implementation of priority cropland Best Management Practices (BMPs) which support the five principles of soil health
- Implementation of NR 151 Agricultural Performance Standards and Prohibitions.
- Key in on Impaired Watersheds-Fenwood Creek at the forefront

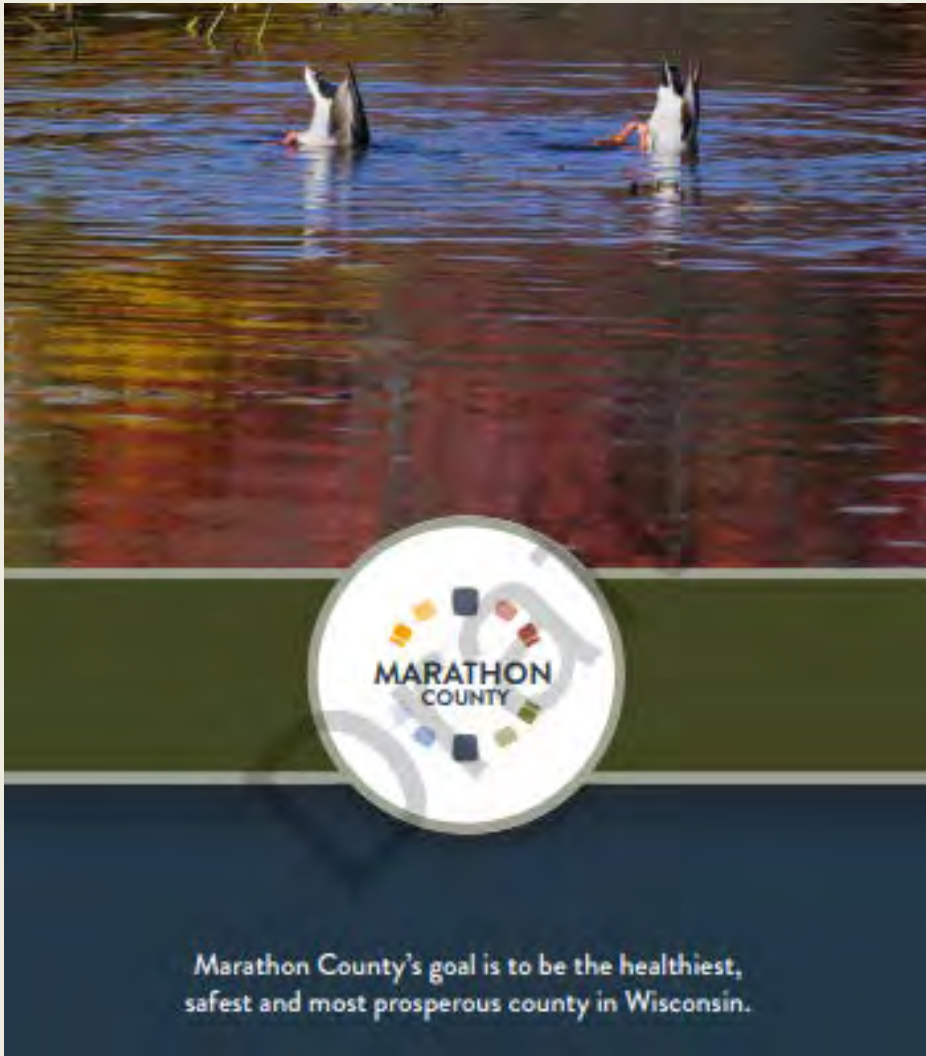
# Annual Fiscal Resource Projection

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Conservation, Planning,  
& Zoning Department

- Budget supports 7.7 staff positions
- Target high priority objectives only
- \$730,000 of county tax levy
- \$580,000 DATCP/DNR staffing and cost share grants
- Annually budget shortfall of \$190,000 staffing
- \$730,000 cost share shortfall
- Not reflective of any specific watershed plans or projects, which will need additional resources.
- CPZ has grown because of successful efforts to secure grants, provide stable revenue streams, and partnership agreements



Questions?



**Conservation, Planning,  
& Zoning Department**

Thank you!

Contact information:  
Paul Daigle 715-261-6000  
cpz@co.marathon.wi.us

**RESOLUTION #R – 10 - 21**

**Approval of Town of Rib Mountain Local Zoning Ordinance Amendment**

WHEREAS, to §60.62(3) Wis. Stats provides that any Zoning Ordinance and/or 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, the Town Board of the Town of Rib Mountain has amended their zoning as shown on the attached report, and

WHEREAS, the Marathon County Environmental Resources Committee, having considered the request to review amendments of the Town Zoning Ordinance filed by the Clerk of the Town of Rib Mountain, and duly advised action by the Town, hereby recommends that the County Board approves this amendment as attached.

NOW, THEREFORE BE IT RESOLVED, that the Marathon County Board of Supervisors hereby approves the amendment to the Town of Rib Mountain Zoning Ordinance and/or Zoning map as attached and made part of this record, all of which to be filed with the Marathon County Clerk.

Dated this 2<sup>nd</sup> day of February, 2021.

**ENVIRONMENTAL RESOURCES COMMITTEE**

/s/ Jacob Langenhahn, Chair	/s/ Randy Fifrick	/s/ Rick Seefeldt
/s/ Allen Drabek	/s/ Sara Guild	/s/ Bill Conway
/s/ Eric Vogel	/s/ David Oberbeck	/s/ Arnold Schlei





# TOWN OF RIB MOUNTAIN

Where Nature, Family & Sport Come Together

## AGENDA ITEM COVER SHEET

**MEETING/DATE:** Board of Supervisors, September 1, 2020

**ITEM:** Docket #2020-024: Discussion and action on a Petition of Amendment of the Official Zoning Map from SI Suburban Industrial to UC Urban Commercial for a property at 152307 Starling Lane.

**FROM:** Jared Wehner, Director of Community Development

## APPLICANT & PROPERTY INFORMATION

**APPLICANT:** William Fischer, 309 10th Avenue, Wausau, WI 54401

**OWNER:** Roger Passow, 1424 Grass Road, Arbor Vitae, WI 54568

**PROPERTY ADDRESS:** 152307 Starling Lane

**PIN/PARCEL #:** 068-2807-104-0004

**ZONING:** SI Suburban Industrial

**ADJACENT ZONING:** NORTH: SC SOUTH: SC EAST: SI WEST: SC

**PROPOSED ZONING:** UC Urban Commercial

**FUTURE LAND USE:** Suburban Flex

## BACKGROUND

The property has had an indoor sales and service use since prior to the adoption of the current zoning code in 1994, but for only half the building. The previous tenant was a fitness/cross fit gym. The buyer, wants to sell residential playground equipment (backyard jungle gyms).

**PREVIOUS ACTIONS:** Plan Commission recommended approval on December 9, 2020.

**STAFF COMMENTS:** See Determination Report (attached)

**ATTACHMENTS:** Rezone Determination Report, Draft Rezone Resolution 20-15, Zoning Map

## POSSIBLE ACTIONS TO BE TAKEN

**APPROVE:** Approve draft Resolution No. 20-15 rezoning the parcel from SI to UC, as by the applicant.

**DENY.**

**REQUESTED ACTION:** Approve Resolution No. 20-15 as drafted and presented.

**FURTHER ACTION(S):** Notify the applicant of approval/denial of the application [Staff].

**RESOLUTION 20-15**  
**TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN**

A resolution rezoning a portion of land consisting of 1.2 acres of land from SI Suburban Industrial to UC Urban Commercial; located at 152307 Starling Lane, Town of Rib Mountain, Wisconsin; and amending the Official Zoning Map to reflect said change.

WHEREAS, William Fischer, perspective buyer, petitioned to amend a portion of land on the Official Zoning Map of the Town of Rib Mountain from SI Suburban Industrial to UC Urban Commercial; and

WHEREAS, the Plan Commission of the Town of Rib Mountain having held a public hearing on the 9<sup>th</sup> day of December 2020, on the application described above for the zoning of property described herein, and

WHEREAS, the Plan Commission having thereafter filed its written recommendations and findings with the Town Board of Supervisors, and after careful considerations, said Board having received and approved the recommendations of Said Commission; the petition is consistent with the adopted Rib Mountain Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Town of Rib Mountain, Marathon County, Wisconsin, hereby amends the Rib Mountain Zoning Map as follows:

Section 1: On the application (2020-024), property owner Roger F. Passow for the following territory now comprising as part of the SI Suburban Industrial zoning district, located in Section 10, Township 28 North, Range 7 East, Town of Rib Mountain, Marathon County, Wisconsin; is hereby designated to be and become hereafter part of the following zoning district:

**UC Urban Commercial:** the 1.2-acre parcel is described as Lot 2 of Assessor's Plat number 7 of Section 10, Township 28 North, Range 7 East, Town of Rib Mountain, Marathon County, Wisconsin; more commonly known as 152307 Starling Lane.

BE IT FURTHER RESOLVED that the foregoing amendment to the zoning district designations shall take effect only upon approval of the Marathon County Board of Supervisors. If the rezoning of any lands by this Resolution does not take effect within 180 days of the date hereof, this Resolution shall become null and void and the zoning for such lands shall remain unchanged.

Section 2: The Zoning Administrator shall make necessary alterations upon the Official Zoning Map of the Town of Rib Mountain to reflect the changes in the zoning classification of the property described herein.

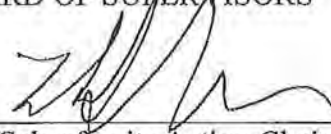
Section 3: **SERVABILITY.** If any section, clause, provision, or portion of this Resolution is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby. If an application of this Resolution to a particular structure, land, or water is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not be applicable to any other structure, land, or water not specifically included in said judgment. If any requirement or

limitation attached to an authorization given under this Resolution is found invalid, it shall be presumed that the authorization would not have been granted without the requirement or limitation and, therefore, said authorization shall also be invalid. Any other resolutions or ordinances whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

Section 4: EFFECTIVE DATE. This resolution shall take effect upon approval and signature.

Adopted this 15th day of December 2020

BOARD OF SUPERVISORS



\_\_\_\_\_  
Fred Schaefer, its Acting Chair

Attest:

  
\_\_\_\_\_  
Joanne Ruechel, Town Clerk

STATE OF WISCONSIN )  
COUNTY OF MARATHON )  
TOWN OF RIB MOUNTAIN )

WHEREAS, the Town Board of Supervisors of the TOWN OF RIB MOUNTAIN has heretofore been petitioned to amend the Town Zoning Ordinance and accompanying Zoning Map, and;

WHEREAS, the Town on due notice conducted a public hearing on the proposed amendment(s), and;

WHEREAS, the proposed amendment(s) has been given due consideration by the Town Board in open session, and;

WHEREAS, the proposed amendments are compatible with the adopted comprehensive plan;


NOW, THEREFORE BE IT RESOLVED, that pursuant to Wis. Stat. §560.62(3), the Town Board of Supervisors of the TOWN OF RIB MOUNTAIN does hereby request review by the County Environmental Resources Committee (formerly the Land Conservation and Zoning Committee) and subsequent recommendation for County Board approval of the attached Zoning Ordinance Amendment (and accompanying Zoning Map).

Dated this 15<sup>th</sup> day of December, 2020

Signed by the Board of Supervisors of the TOWN OF RIB MOUNTAIN:


-- NOT PRESENT --

Allen Opall, Town Chairman

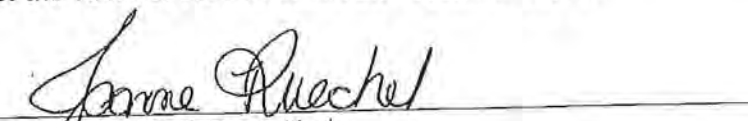
  
Brad Conklin, Supervisor

Not Present  
Dan Fiorenza, Supervisor

  
Gerry Klein, Supervisor

  
Fred Schaefer, Supervisor (Acting Chair)

I, Joanne Ruechel, Clerk of the TOWN OF RIB MOUNTAIN, Marathon County, State of Wisconsin do hereby certify that the attached is a true and correct copy of a Zoning Resolution adopted by a majority vote of the Town Board of Supervisors of the TOWN OF RIB MOUNTAIN on December 15, 2020.

  
Joanne Ruechel, Town Clerk

12.15.2020  
Date



standards for the Urban Commercial (UC) District are designed to ensure the long-term economic health of strip commercial development areas, existing as of the effective date of this Ordinance, by limiting the attraction of the Suburban Commercial (SC) District to those and uses which can afford the relatively higher development costs and rents associated with development in that district.

**FUTURE LAND USE** Suburban Flex

**FLU DESCRIPTION:** Vibrant, pedestrian-orientated mixed residential and commercial development which allows for people to live, work, shop and obtain daily services within a walking distance. Carefully blended to include a mix of uses on one site or adjacent sites which integrate with one another. These areas shall be served public sewer and water facilities as this designation is within the 2040 sewer service boundary.

- TYPICAL IMPLEMENTATION OF STANDARD ZONING DISTRICT:**
- MR-4 Mixed Residential
  - UR-8 Urban Residential
  - NC Neighborhood Commercial
  - SO Suburban Office
  - SC Suburban Commercial
  - UC Urban Commercial

**DENSITY:** Minimum lot sizes per the associated zoning district.

- DEVELOPMENT POLICIES:**
1. All development shall incorporate and integrate with adjacent existing residential uses, if none, a residential component of the project would be strongly recommended when located within or adjacent to an existing neighborhood.
  2. Promote shared off-street parking
  3. Promote the creation of 3rd places
  4. Promote the interconnection of the road and trail networks within and among neighborhoods.
  5. Promote infill and redevelopment projects at outdated sites.
  6. New development should be multi-storied and mixed-used when practical.
  7. Setbacks should be reduced where appropriate.
  8. At the time of development, sidewalks should be constructed in the right-of-way, with the intent to connect to Rib Mountain Drive and Robin Lane or to any adjacent sidewalks.
  9. Big Box or regional retail should be confined to areas closest to Rib Mountain Drive and not within established neighborhoods, specifically on the areas mapped east of Rib Mountain Drive.

### REVIEW OF DENSITY STANDARDS AND BULK REGULATIONS

LOT STANDARDS	REQUIREMENTS	PROPOSED	STATUS
Minimum Lot Area:	16,000 Sq. Ft.	52,272 Sq. Ft.	Meets Requirements.
Minimum Lot Width:	150 Ft.	272.45 Ft.	Meets Requirements.
Min. Landscape Surface Rat.	0.1	0.42	Meets Requirements.
Max. Floor Area Ratio:	0.3	0.3 - 0.31	Meets Requirements.

### DETERMINATION / FINDING OF FACT

1. Is the proposed rezoning consistent with the Comprehensive Plan, as is required by Wisconsin Statutes?

*Yes, the UC zoning district is explicitly described as being a typical zoning district for the Suburban Flex future land use designation.*

2. Does the rezoning further the purpose and intent of this Chapter?

*Chapter 17 is written to implement the Comprehensive Plan to the extent possible under zoning and this proposed map amendment is within the scope of that intent.*

3. Does rezoning address any of the following that are not properly addressed on the current Official Zoning Map?
  1. A mistake was made in mapping on the Official Zoning Map. That is, an area is or has developed in a manner and purpose different from that for which it is mapped. If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the Village may intend to stop an undesirable land use pattern from being perpetuated.
  2. Factors have changed, such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes, making the subject property more appropriate for a different zoning district.
  3. **Growth patterns or rates have changed, thereby creating the need for a rezoning.**

*A new potential owner is interested in expanding the indoor sales and service use on the property.*

4. Does the proposed zoning district maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

*Yes, the proposed rezone furthers the intent of the Comprehensive Plan will more than likely lead to potential redevelopment in the future.*

## BACKGROUND INFORMATION

The property has had an indoor sales and service use since prior to the adoption of the current zoning code in 1994, but for only half the building. The previous tenant was a fitness/cross fit gym. The buyer, wants to sell residential playground equipment (backyard jungle gyms).

## CURRENT PROPERTY CONDITIONS

The other side of the building is utilized by AC Party Rentals. The building is either at max FAR or slightly over, so no additions could be constructed.

## STAFF COMMENTS

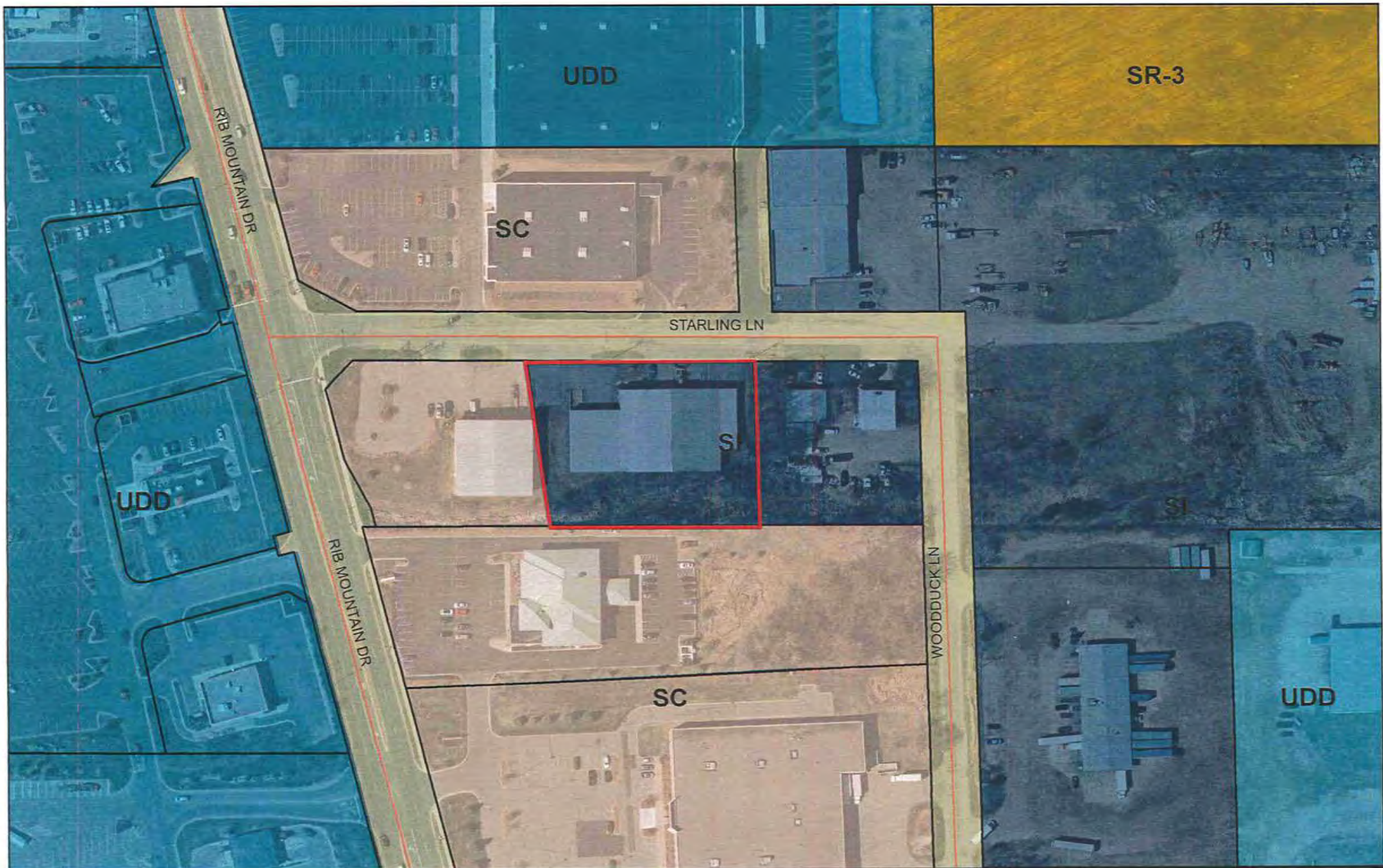
Staff does not foresee any issues with rezoning this property to allow for the proposed use, as it is consistent with the Town's vision for this area of the Town.

## POSSIBLE ACTIONS TO BE TAKEN

**RECOMMEND APPROVAL:** Plan Commission recommends approval of the rezone request, forwarding the recommendation on to the Town Board for the December 15, 2020 meeting.

**DEFER ACTION:** Defer action on the request based on insufficient material/evidence provided by the applicant or uncertainty among the commissioners based on evidence presented at the public hearing. A recommendation shall be made within 60 days of submittal of the application (January 13, 2021). If the Plan Commission chooses not to make a recommendation or fails to make a recommendation to the Town Board within 60 days of the submittal of the application, then the Town Board shall hold the public hearing without a Plan Commission recommendation.

**RECOMMEND DENIAL:** Plan Commission recommends denial of the rezone request, forwarding the recommendation on to the Town Board for the December 15, 2020 meeting.



*Rib Mountain:*  
 "Where Nature, Family, and  
 Sport Come Together"

Prepared by:  
**mi-TECH**  
 www.mi-tech.us

Map Printed: 12/1/2020

- ▭ Parcels Outline
- Zoning Districts (Sept 2017)**
- Zoning Districts**
- ▨ Unzoned

- CR-5ac Countryside Residential
- EO Estate Office
- ER-1 Estate Residential
- MR-4 Mixed Residential

- NC Neighborhood Commercial
- OR Outdoor Recreation
- RA-1 Rural Agricultural
- RA-2 Rural Agricultural
- RR Rural Residential
- SC Suburban Commercial
- SI Suburban Industrial
- SO Suburban Office
- ROW

- SR-2 Suburban Residential
- SR-3 Suburban Residential
- UC Urban Commercial
- UDD Unified Development
- UR-8 Urban Residential
- Labels
- Road Centerline
- Water Feature
- Water Feature



**DISCLAIMER:** The information and depictions contained herein are for informational purposes only. Mi-Tech specifically disclaims accuracy in this reproduction and advises that if specific and precise accuracy is required that certified maps, surveys, plats, or other official means be obtained. There is no Statement of Accuracy for any parcel data; the parcel layer is considered an Index Parcel Layer not a Cadastral Parcel Layer. For planning purposes only.



Town of Rib Mountain

Planning and Zoning Commission

**Application for Public Hearing**

PETITIONER / APPLICANT:

NAME: William Fischer

ADDRESS: 309 S 10<sup>th</sup> Ave CITY: Wausau ZIP: 54401

OFFICE PHONE: 715-573-5659 CELL PHONE: 715-573-5659

PROPERTY OWNER:

NAME: Roger Passow

ADDRESS: 1424 Gross Rd CITY: Asheville ZIP: 54568

OFFICE PHONE: 715-356-9040 CELL PHONE: 715-356-9040

SIGNATURE OF OWNER / APPLICANT: Roger Passow

REQUEST: rezone property to urban commercial

APPLICABLE ZONING CODE SECTION: \_\_\_\_\_

LOCATION:

PARCEL ADDRESS: 152315  
152307  
152303 Starling Lane, Wausau, WI 54401

PARCEL NUMBER: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

**AGREEMENT FOR PAYMENT OF CONSULTING SERVICES**  
**RELATING TO ZONING APPLICATION**

WHEREAS, the Town of Rib Mountain has hired a consultant to assist in the review of any application for zoning permits or approvals under the Town Zoning Ordinances; and


WHEREAS, the Town Ordinances provide that the Applicant shall pay the costs for the services provided to the Town of Rib Mountain by the consultant in the review and analysis of the application being requested and payment for the services performed by the consultant are considered a normal part of the fee for the permit requested by the Applicant from the Town of Rib Mountain.

THEREFORE, in consideration of the request for permit to be reviewed and considered by the Plan Commission and/or Town Board of the Town of Rib Mountain, the undersigned,  
as Applicant, hereby agrees as follows:

- A. To pay the costs for the consulting services rendered to the Town of Rib Mountain for review and recommendations regarding the action under the Town Zoning Ordinance being requested by the Applicant.
- B. A bill for such services will be sent to the Applicant at the time of completion of the consulting services and shall be due and payable to the Town within 15 days of receipt.
- C. Failure of the Applicant to make payment for the services provided to the Town due to the Application shall result in the Town commencing legal action for collection of monies due and owing to the Town for services, being a part of the Application process followed by the Town for review and approval of the zoning action requested.

**TOWN OF RIB MOUNTAIN**

I have read the foregoing and understand that I shall be responsible for a payment to the Town of Rib Mountain for consulting services directly resulting from the review and analysis of the Zoning Application submitted to the Town of Rib Mountain.

  
Applicant

11/18/20  
Date

With the  
Commissioner

(1)

# Town of Rib Mountain

## Planning and Zoning Commission

### Application for Public Hearing

#### General Instructions

#### APPLICANT:

Before filing your application for a hearing it is suggested that you meet with the Zoning Administrator to thoroughly discuss your proposal. You may then request to be placed on the Planning Commission Agenda for an informal discussion of your hearing intentions and the feasibility of your proposed action. Such a discussion will result in a better informed Commission and may save you the required hearing fee if it appears that the proposed action is unlikely to result in a favorable recommendation.

If you decide to pursue your request for a hearing on your proposed action please submit the completed application and the required fees. You will be expected to attend the Commission meeting and present your request.

This application is used for all public hearings, which may include: rezoning, code changes, conditional use approvals, etc. In addition, there may be other forms required to complete your application, such as site plan review – please ask.

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#### BELOW FOR TOWN USE ONLY

( ) FEE: \$ <u>250.00</u> + publication costs	PAID BY: <u>William Fisher</u>
( ) RECEIPT # <u>63097</u>	RECEIVED BY: <u>JW</u>
( ) DOCKET # <u>2670-24</u>	ASSIGNED BY: <u>JW</u>
( ) HEARING DATE: <u>12/9/2010</u>	SCHEDULED BY: <u>JW</u>
( ) NOTICE OF HEARING: <u>JW</u>	DATE POSTED / MAILED: <u>JW 12/2</u>

# Marathon County Residential Anti-Displacement and Relocation Assistance Plan

## **WISCONSIN RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR CDBG PROGRAMS**

This Residential Anti-Displacement and Relocation Assistance Plan (RARAP) is prepared by the County of Marathon in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG<sup>1</sup> projects.

### **Minimize Displacement**

Consistent with the goals and objectives of activities assisted under the Act, the County of Marathon will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Utilize grant funding solely for the purposes of rental and mortgage assistance and small business grants to avoid displacement of residents based on implementation of the grant.

### ***In an unforeseen circumstance:***

- Provide information about facilities to house persons who must be relocated temporarily during rehabilitation.
- Connect individuals to community resources to receive education or assistance available to them

### **Relocation Assistance to Displaced Persons**

The County of Marathon will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

(continued on the next page)

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<sup>1</sup> CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

### **One-for-One Replacement of Lower-Income Dwelling Units**

The County of Marathon will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375.

Before entering into a contract committing the County of Marathon to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the County of Marathon will make public by **publication in the Wausau Daily Herald and on the County's Website** and submit to HUD [the State, under the State CDBG Program] the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. *NOTE: See also 24 CFR 42.375(d).*
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom unit), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the County of Marathon will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

### **Replacement not Required Based on Unit Availability**

Under 24 CFR 42.375(d), the County of Marathon may submit a request to HUD (or to the State, if funded by the State) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

**Contacts**

The **Finance Department 715-261-1170** is responsible for tracking the replacement of lower-income dwelling units and ensuring that they are provided within the required period.

The **Finance Department 715-261-1170** is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted by the County of Marathon Board on: \_\_\_\_\_ (date adopted).

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Chair  
Title of Authorized Official

\_\_\_\_\_  
Kurt Gibbs  
PRINTED NAME of Authorized Official

RESOLUTION #R – 13 – 21

**SUPPORT FOR AMENDMENTS TO STATUTORY CHANGES EFFECTED BY 2019 WISCONSIN ACT 106 AND WIS. STATS. §.343.31(1M)(B) REGARDING OPERATING WHILE INTOXICATED (OWI) OFFENSES**

**WHEREAS**, 2019 WISCONSIN ACT 106 was enacted on February 28, 2020 to amend Wis. Stats., §346.65(2)(am)5, relating to commission of a fifth or sixth offense of operating a motor vehicle while intoxicated and providing for penalties; and,

**WHEREAS**, Wis. Stats., § 346.65(2)(am)5 reads as follows: “The court shall impose a bifurcated sentence under [Wis. Stats., §] 973.01, and the confinement portion of the bifurcated sentence imposed on the person shall be not less than one year and 6 months. The court may impose a term of confinement that is less than one year and 6 months if the court finds that the best interests of the community will be served and the public will not be harmed and if the court places its reasons on the record.”; and,

**WHEREAS**, pursuant to Wis. Stats., § 973.01(2), “A bifurcated sentence is a sentence that consists of a term of confinement in prison followed by a term of extended supervision under [Wis. Stats., §] 302.113.” and pursuant to Wis. Stats., § 973.01(2)(b), “The portion of a bifurcated sentence that imposes a term of confinement in prison may not be less than one year ...”; and,

**WHEREAS**, in October 2020, the Wisconsin Department of Justice (WI DOJ) issued an opinion stating that, for an offense under Act 106, the court must impose a bifurcated sentence with at least 1 year of initial confinement; and,

**WHEREAS**, the WI DOJ further opined that, by requiring that a court “shall impose a bifurcated sentence” with a confinement portion that is spelled out in the statutes, the Legislature created a mandatory minimum sentence that a court must impose and that, under the decisions in *State v. Lalicata* and *State v. Williams*, a court may not impose and stay that sentence and order probation; and,

**WHEREAS**, under the law as amended, 5<sup>th</sup> and 6<sup>th</sup> Offense OWI offenders would have no incentive to participate in a Treatment Court program, which would address both underlying criminogenic and substance abuse needs, because prison is required; and,

**WHEREAS**, Marathon County has successfully operated an evidence based OWI treatment court, primarily serving high risk fifth and sixth offenders since 2011; and,

**WHEREAS**, OWI treatment courts support a wide variety of initiatives aimed at providing alternatives to incarceration with a focus on reducing recidivism, lowering prison and jail population, providing comprehensive support to participants, and improving public safety; and,

**WHEREAS**, OWI treatment courts have been restoring lives and families for more than three decades and have been shown to be one of the most successful justice system interventions in our nation’s history; and

**WHEREAS**, the Wisconsin Legislature has recognized the importance and positive impact of treatment courts in Wisconsin and has significantly supported treatment courts through legislation such as Treatment Alternatives and Diversion (TAD); and,

**WHEREAS**, Marathon County advocates for a changes to 2019 WISCONSIN ACT 106 to allow for participation in treatment courts for a 5<sup>th</sup> or 6<sup>th</sup> OWI offenses; and,

**WHEREAS**, additionally, under Wis. Stats., §.343.31(1m)(b) if the number of convictions for OWI equals 4 or more and the 4th conviction occurs within 15 years of the previous conviction, the Department of Transportation shall revoke the person's operating privilege permanently; and,

**WHEREAS**, individuals who successfully complete a treatment court program which addresses their underlying criminogenic and behavioral health needs, under court supervision, should have the opportunity to reinstate their driver's license. Such incentive would encourage other individuals to participate in treatment courts to obtain these services, which ultimately, improves public safety.

**NOW, THEREFORE, BE IT RESOLVED** that Marathon County does hereby urge the Wisconsin legislature to amend statutory changes effected by ACT 106 to allow, at sentencing for 5th and 6th offense OWI convictions, the option to impose and stay a sentence and to place the defendant on probation in order to participate in and complete a treatment court program.

**BE IT FURTHER RESOLVED** that the Marathon County Board of Supervisors does hereby further implore the Wisconsin legislature to amend Wis. Stats. §.343.31(1m)(b) to allow for reinstatement of an individual's operating privileges upon successful completion of a treatment court.

**BE IT FURTHER RESOLVED** that the County Clerk be authorized and directed to send a copy of this resolution to Governor Evers, Attorney General Kaul, State Courts Director Randy Koschnick, members of the Wisconsin State Assembly, members of the Wisconsin State Senate and the Wisconsin Counties Association.

Dated this 25<sup>th</sup>, day of February, 2021.

#### PUBLIC SAFETY COMMITTEE

/S/ Matt Bootz, Chair /S Brent Jacobson, Vice Chair /S/ Bruce Lamont

/S/ Arnold Schlei /S/ Jenifer Bizzotto /S/ Jean Maszk /S/ Allen Opall

**Fiscal Impact:** At this time the fiscal impact is unknown. In 2021 the tax levy amount allocated to the OWI treatment court is \$165,000. Impacts of the termination of the OWI treatment court are difficult to assess. Many offenders would, undoubtedly, be transferred to the Wisconsin state prison system, arguably reducing County jail population. However, it is likely these individuals would remain in local jails awaiting transfer to the state prison system. Additionally, without these treatment services, additional financial burdens would be placed on other areas within the criminal justice system.



**RESOLUTION #R-14-21**  
**Marathon County Resolution Celebrating Black History Month**

Whereas, in 1776, people envisioned the United States as a new nation dedicated to the proposition stated in the Declaration of Independence that “all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness”;

Whereas Africans were first brought involuntarily to the shores of the United States as early as the 17th century;

Whereas African Americans suffered enslavement and subsequently faced the injustices of lynch mobs, segregation, and denial of the basic and fundamental rights of citizenship;

Whereas, in 2021, the vestiges of those injustices and inequalities remain evident in the society of the United States;

Whereas, in the face of injustices, people of good will and of all races in the United States have distinguished themselves with a commitment to the noble ideals on which the United States was founded and have fought courageously for the rights and freedom of African Americans and others;

Whereas African Americans, such as Lieutenant Colonel Allen Allensworth, Maya Angelou, Arthur Ashe, Jr., James Baldwin, James Beckwourth, Clara Brown, Blanche Bruce, Ralph Bunche, Shirley Chisholm, Holt Collier, Miles Davis, Louis Armstrong, Larry Doby, Frederick Douglass, W. E. B. Du Bois, Ralph Ellison, Medgar Evers, Aretha Franklin, Alex Haley, Dorothy Height, Jon Hendricks, Olivia Hooker, Lena Horne, Charles Hamilton Houston, Mahalia Jackson, Stephanie Tubbs Jones, B.B. King, Martin Luther King, Jr., Coretta Scott King, Thurgood Marshall, Constance Baker Motley, Rosa Parks, Walter Payton, Bill Pickett, Homer Plessy, Bass Reeves, Hiram Revels, Amelia Platts Boynton Robinson, Jackie Robinson, Aaron Shirley, Sojourner Truth, Harriet Tubman, Booker T. Washington, the Greensboro Four, the Tuskegee Airmen, Prince Rogers Nelson, Recy Taylor, Fred Shuttlesworth, Duke L.C. Ellington, Langston Hughes, Muhammad Ali, Elijah Cummings Ella Fitzgerald, Mamie Till, Toni Morrison, Gwen Ifill, Diahann Carroll, Chadwick Boseman, John Lewis, Katherine Johnson, Rev. C.T. Vivian, Hank Aaron, Edith Savage-Jennings, Septima Clark, Mary Mcleod Bethune, Cicely Tyson, and Chief Justice of South Carolina Ernest Finney, along with many others, worked against racism to achieve success and to make significant contributions to the economic, educational, political, artistic, athletic, literary, scientific, and technological advancement of the United States;

Whereas the contributions of African Americans from all walks of life throughout the history of the United States reflect the greatness of the United States;

Whereas many African Americans lived, toiled, and died in obscurity, never achieving the recognition those individuals deserved, and yet paved the way for future generations to succeed;

Whereas African Americans continue to serve at the highest levels of business, government, and the military;

Whereas the birthdays of Abraham Lincoln and Frederick Douglass inspired the creation of Negro History Week, the precursor to Black History Month;

Whereas Negro History Week represented the culmination of the efforts of Dr. Carter G. Woodson, the “Father of Black History”, to enhance knowledge of Black history through The Journal of Negro History, published by the Association for the Study of African American Life and History, which was founded by Dr. Carter G. Woodson and Jesse E. Moorland;

Whereas Black History Month, celebrated during the month of February, originated in 1926 when Dr. Carter G. Woodson set aside a special period in February to recognize the heritage and achievements of Black people in the United States;

Whereas Dr. Carter G. Woodson stated, “We have a wonderful history behind us. . . . If you are unable to demonstrate to the world that you have this record, the world will say to you, ‘You are not worthy to enjoy the blessings of democracy or anything else.’”;

Whereas, since its founding, the United States has imperfectly progressed toward noble goals;

Whereas the history of the United States is the story of people regularly affirming high ideals, striving to reach those ideals but often failing, and then struggling to come to terms with the disappointment of that failure, before committing to try again;

Whereas, on November 4, 2008, the people of the United States elected Barack Obama, an African-American man, as President of the United States; and

Whereas, on February 22, 2012, people across the United States celebrated the groundbreaking of the National Museum of African American History and Culture, which opened to the public on September 24, 2016, on the National Mall in Washington, District of Columbia:

Now, therefore, be it Resolved, That the Marathon County Board of Supervisors—

(1) acknowledges that all people are the recipients of the wealth of history provided by Black culture

(2) recognizes the importance of Black History Month as an opportunity to reflect on the complex history of the United States, while remaining hopeful and confident about the path ahead;

(3) acknowledges the significance of Black History Month as an important opportunity to commemorate the tremendous contributions of African Americans to the history of the United States;

(4) encourages the celebration of Black History Month to provide a continuing opportunity for all people to learn from the past and understand the experiences that have shaped the United States; and

(5) agrees that, while the United States began as a divided country, the United States must—(A) honor the contribution of all pioneers in the United States who have helped to ensure the legacy of the great United States; and

(B) move forward with purpose, united tirelessly as a nation “indivisible, with liberty and justice for all.”.

Footnote: This Resolution is based on the language contained in US Senate Resolution 45 introduced by Senator Cory Booker and cosponsored by 53 other Senators.

Dated this 25<sup>TH</sup> day of February, 2021

#### **DIVERSITY AFFAIRS COMMISSION**

/s/ Supervisor Yee Leng Xiong, Chair /s/ Lada Xiong-Vang, Vice Chair

/s/ Supervisor Alyson Leahy /s/ Supervisor Bill Conway

#### **EXECUTIVE COMMITTEE**

/S/ Kurt Gibbs, Chair /S/ Craig McEwen, Vice Chair /S/ Sara Guild /S/ Jacob Langenhahn /S/ Matt Bootz

/S/ John Robinson /S/ Tim Buttke /S/ Randy Fifrick /S/ EJ Stark /S/ Alyson Leahy

**Fiscal Impact:** None.



# Marathon County, WI

## Day of Sale Presentation

**\$5,830,000 General Obligation Promissory Notes, Series 2021A**

**\$19,000,000 General Obligation Health Care Project Building Bonds, Series 2021B**

Presented February 25, 2021

- HRFC 6:30 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 2021A GO Promissory Notes**

The County Board adopted an Initial Resolution/Set Sale on January 26, 2021 for the issuance of bonds/notes for the following projects included in the 2021A GO Promissory Notes.

## **Purpose and Authorization of 2021A GO Health Care Project Building Bonds**

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.

The County Board passed the set sale resolution on January 26, 2021 authorizing the issuance of G.O. Bonds in the amount of \$19,000,000 to finance the next phase of the project.

Reimbursement Resolutions have been passed for both projects.





# Moody's Investors Service Rating

Moody's affirms the County's Aa1 rating.

## Rating Rationale:

- ◆ Robust fund balance and liquidity
- ◆ Sustained history of stable operations and conservative budget practices
- ◆ Broad tax base
- ◆ Resident incomes in line with national medians
- ◆ Relatively low exposure to unfunded pension and OPEB liabilities
- ◆ Average socioeconomic profile and debt burden
- ◆ Coronavirus not a key driver in the rating action



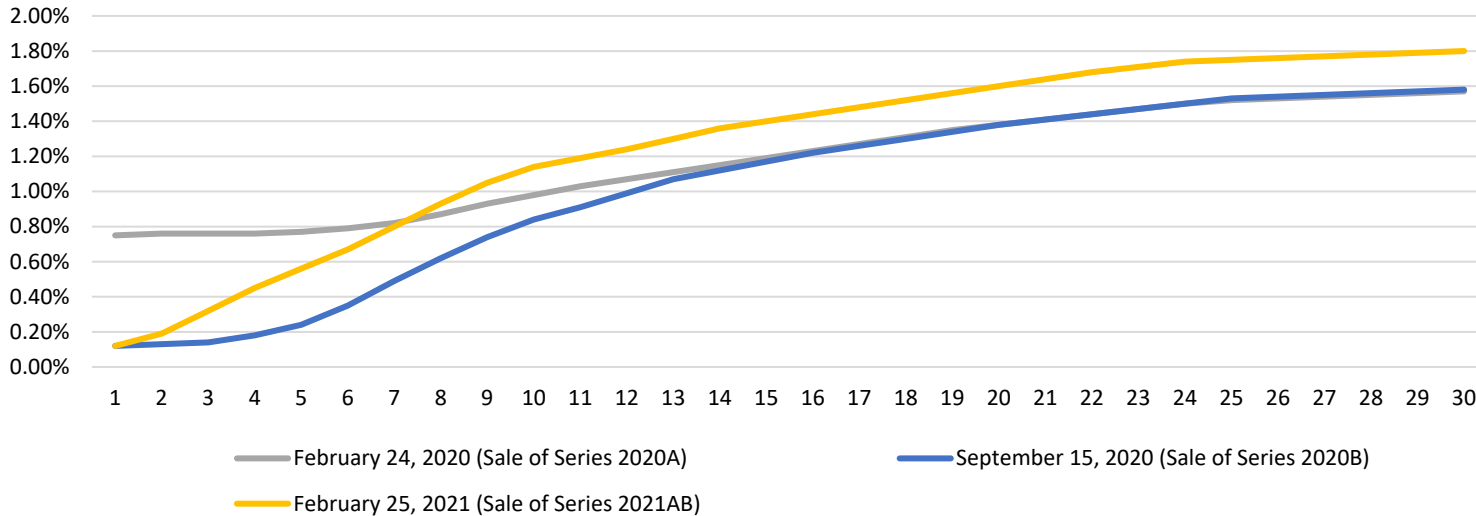


# Market Conditions: Historically Low Interest Rates

## 10-Year AAA MMD Rate



## AAA MMD: Tax-Exempt Interest Rates





## Results of Sale

At 10:00 AM this morning, PFM received bids for the County's GO Promissory Notes, Series 2021A. A total of two (2) bids was received. A summary is as follows:

Bidder	Bidder Location	True Interest Cost (TIC)
Robert W. Baird & Co., Inc.	Milwaukee, WI	1.296813%
Huntington Securities, Inc.	Chicago, IL	1.360805%

For the County to award the bonds to the winning firm, Robert W. Baird & Co., Inc., the Board will need to pass ***"Resolution Awarding the Sale of \$5,830,000 General Obligation Promissory Notes, Series 2021A"***





## Results of Sale

At 10:00 AM this morning, PFM received bids for the County's General Obligation Health Care Project Building Bonds, Series 2021B. A total of four (4) bids was received. A summary is as follows:

Bidder	Bidder Location	True Interest Cost (TIC)
UBS Financial Services Inc.	New York, NY	1.884864%
Robert W. Baird & Co., Inc.	Milwaukee, WI	1.886535%
Huntington Securities, Inc.	Chicago, IL	1.911716%
BOK Financial Securities, Inc.	Dallas, TX	1.924829%

For the County to award the bonds to the winning firm, UBS Financial Services Inc., the Board will need to pass ***"Resolution Awarding the Sale of \$19,000,000 General Obligation Health Care Project Building Bonds, Series 2021B"***





RESOLUTION NO. #R-15-21

RESOLUTION AWARDING THE SALE OF  
\$5,830,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021A

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Redemption Provisions. The Notes are not subject to optional redemption.

Section 4. Form of the Notes. The Notes 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 Notes 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 irrevocable tax in the years 2021 through 2030 for the payments due in the years 2022 through 2031 in the amounts set forth on the Schedule.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted and recorded February 25, 2021.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

_____	_____
_____	_____
_____	_____
_____	

Fiscal Impact:

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

Attest:

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



EXHIBIT A

Official Notice of Sale

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

(See Attached)

EXHIBIT B

Bid Tabulation

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

(See Attached)

EXHIBIT C

Winning Bid

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

(See Attached)

EXHIBIT D-1

Pricing Summary

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

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED  
NO. R-\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
MARATHON COUNTY

DOLLARS  
\$\_\_\_\_\_

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021A

MATURITY DATE:      ORIGINAL DATE OF ISSUE:      INTEREST RATE:      CUSIP:

February 1, \_\_\_\_\_      March 17, 2021      \_\_\_\_\_%      \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

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

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

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

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

This Note is not subject to optional redemption.

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

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

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

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

MARATHON COUNTY, WISCONSIN

By: \_\_\_\_\_  
Kurt Gibbs  
Chairperson

(SEAL)

By: \_\_\_\_\_  
Kim Trueblood  
County Clerk



ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

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

\$5,830,000\* General Obligation Promissory Notes, Series 2021A  
Marathon County, Wisconsin  
Dated Date of Delivery

Date, Time and Place. SEALED AND ELECTRONIC BIDS will be received by PFM Financial Advisors LLC, 115 South 84<sup>th</sup> Street, Suite 315, Milwaukee, Wisconsin 53214, financial advisor acting on behalf of Marathon County, Wisconsin (the "County"), for all but not part of the County's \$5,830,000\* General Obligation Promissory Notes, Series 2021A, dated Date of Delivery (the "Notes"), until 10:00 a.m. (Central Time) on:

Thursday, February 25, 2021

at which time sealed bids will be opened, electronic bids retrieved and all bids publicly read. Sealed bids should be mailed or delivered to the offices of PFM Financial Advisors LLC, 115 South 84<sup>th</sup> Street, Suite 315, Milwaukee, Wisconsin 53214, Attention: Kristin Hanson, or faxed to (414) 771-1041, and plainly marked "Bid for Marathon County \$5,830,000\* General Obligation Promissory Notes, Series 2021A" 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 Notes. The Notes will be dated Date of Delivery and will mature February 1 in the years and amounts as follows:

MATURITY SCHEDULE

<u>Year</u>	<u>Amount*</u>
2022	\$ 325,000
2023	355,000
2024	345,000
2025	350,000
2026	655,000
2027	655,000
2028	660,000
2029	665,000
2030	950,000
2031	870,000

Interest on said Notes will be payable semi-annually on February 1 and August 1, commencing February 1, 2022.

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

Optional Redemption. The Notes are not subject to optional redemption by the County.

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

Security and Purpose. The Notes are general obligations of the County. The principal of and interest on the Notes 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 Notes will be issued to finance the County’s 2021 Capital Improvement Plan projects including County highway projects, acquisition of highway equipment and equipment for the Sheriff’s department, improvements to County buildings, park and recreation projects and other capital projects, and to pay the costs of issuing the Notes.

Not Bank Qualified. The Notes 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 Notes 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 Notes and shall offer a price (payable in federal or other immediately available funds) which is not less than \$5,771,700 (99.0% of par), nor more than \$5,946,600 (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 Notes 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 Notes, 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 Notes) will apply to the initial sale of the Notes (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 notes who have established industry reputations for underwriting new issuances of municipal notes; and

- (4) the County anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes 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 Notes 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 Notes, (i) confirm that the underwriters have offered or will offer each maturity of the Notes to the public on or before the date that the Notes 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 Notes, that the underwriters will neither offer nor sell any maturity of the Notes 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 Notes 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 Notes 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 Notes 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 Notes 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 Notes.

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 Notes 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 Notes 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 Notes of that maturity or all Notes 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 Notes 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 Notes 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 Notes 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 Notes of that maturity or all Notes 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 Notes 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 Notes 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 Notes 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 Notes to the public),

(iii) a purchaser of any of the Notes 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 Notes are awarded by the County to the winning bidder.

**Good Faith Deposit.** A good faith deposit in the amount of FIFTY-EIGHT THOUSAND THREE HUNDRED dollars (\$58,300) is only required by the successful bidder for the Notes. The successful bidder for the Notes 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:	\$58,300
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 Notes 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 \$58,000 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 Notes 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 Notes, at which time the Good Faith Deposit will be applied against the purchase price of the Notes 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 Notes 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 Notes.

**Insurance on Notes.** In the event the successful bidder obtains a bond insurance policy for all or a portion of the Notes, 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 Notes, 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 Notes 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 Notes, 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 Notes to the date of delivery and payment of the purchase price.

Delivery. The Notes will be delivered in typewritten form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, securities depository of the Notes 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 Notes, the successful bidder may, prior to tender of the Notes, at its option, be relieved of its obligation under the contract to purchase the Notes and its good faith check shall be returned, but no interest shall be allowed thereon. Delivery of the Notes is currently anticipated to be on or about March 17, 2021.

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 Notes 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 Notes nor any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Notes.

Official Statement. Upon the sale of the Notes, 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 up to 25 copies of the final Official Statement without cost. 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 Notes.



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 Notes 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 Notes. 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 Notes 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 Notes.

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 financial 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

\* \* \* \* \*

EXHIBIT B

Bid Tabulation

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

(See Attached)



115 South 84th Street 414 771-2700  
Suite 315 414 771-1041 fax  
Milwaukee, WI 53214 www.pfm.com

**TABULATION OF BIDS**

**Marathon County, Wisconsin**

**\$5,830,000**

**General Obligation Promissory Notes, Series 2021A**

**Sale: February 25, 2021**

**Award: Robert W. Baird & Co., Inc.**

<b>Name of Bidder</b>	<b>(February 1) Maturity</b>	<b>Amount</b>	<b>Rate</b>	<b>Yield</b>	<b>Price</b>	<b>Net Interest Cost</b>	<b>True Interest Rate (TIC)</b>
Robert W. Baird & Co., Inc.					\$5,920,545.55	\$488,343.76	1.296813%
	2022	\$ 325,000	1.000%	0.250%			
	2023	355,000	1.000%	0.350%			
	2024	345,000	1.000%	0.450%			
	2025	350,000	1.000%	0.600%			
	2026	655,000	1.000%	0.750%			
	2027	655,000	1.000%	0.900%			
	2028	660,000	1.250%	1.050%			
	2029	665,000	1.500%	1.200%			
	2030	950,000	2.000%	1.300%			
	2031	870,000	2.000%	1.400%			
Huntington Securities, Inc.					\$5,946,249.50	\$510,768.07	1.350805%

\*Subsequent to bid opening, the par amount did not change, however; the maturity amounts were changed as reflected in the Pricing Summary and the bid price was changed to \$5,925,617.15, resulting in a true interest cost 1.305551%.

EXHIBIT C

Winning Bid

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

(See Attached)

**BID FORM**

**Marathon County, Wisconsin  
\$5,830,000**

**General Obligation Promissory Notes, Series 2021A**  
(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

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

**Sale Date: February 25, 2021**

For all or none of the principal amount of the County’s \$5,830,000 General Obligation Promissory Notes, Series 2021A, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$5,920,545.55 plus accrued interest, if any, on the total principal amount of the Notes to date of delivery, provided the Notes 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>
2022	\$ 325,000	1.000%	0.250%	2027	\$ 655,000	1.000%	0.900%
2023	355,000	1.000%	0.350%	2028	660,000	1.250%	1.050%
2024	345,000	1.000%	0.450%	2029	665,000	1.500%	1.200%
2025	350,000	1.000%	0.600%	2030	950,000	2.000%	1.300%
2026	655,000	1.000%	0.750%	2031	870,000	2.000%	1.400%

\* Preliminary, subject to change.

The Notes 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, 2022. The Notes are not subject to optional redemption as described in the Official Statement.

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 February 19, 2021. 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 \$58,300 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

<b>NOT PART OF THE BID</b> Explanatory Note: According to our computation this bid involves the following: \$488,343.76 Net Interest Cost 1.296813% True Interest Rate (TIC)	Respectfully submitted, <i>Peter Anderson</i>
	Account Manager

The foregoing offer is hereby accepted by and on behalf of Marathon County, Wisconsin, this 25<sup>th</sup> day of February, 2021.

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

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

\*Subsequent to bid opening, the par amount did not change, however; the maturity amounts were changed as reflected in the Pricing Summary and the bid price was changed to \$5,925,617.15, resulting in a true interest cost 1.305551%.

EXHIBIT D-1

Pricing Summary

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

(See Attached)

**BOND PRICING**

**Marathon County, WI  
General Obligation Promissory Notes, Series 2021A  
Final Based Upon Bid From Robert W. Baird & Co.**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
CIP Notes:						
	02/01/2022	315,000.00	1.000%	0.250%	100.652	2,053.80
	02/01/2023	340,000.00	1.000%	0.350%	101.211	4,117.40
	02/01/2024	335,000.00	1.000%	0.450%	101.567	5,249.45
	02/01/2025	335,000.00	1.000%	0.600%	101.528	5,118.80
	02/01/2026	640,000.00	1.000%	0.750%	101.193	7,635.20
	02/01/2027	640,000.00	1.000%	0.900%	100.570	3,648.00
	02/01/2028	640,000.00	1.250%	1.050%	101.322	8,460.80
	02/01/2029	645,000.00	1.500%	1.200%	102.246	14,486.70
	02/01/2030	970,000.00	2.000%	1.300%	105.847	56,715.90
	02/01/2031	970,000.00	2.000%	1.400%	105.513	53,476.10
		5,830,000.00				160,962.15

Dated Date	03/17/2021	
Delivery Date	03/17/2021	
First Coupon	02/01/2022	
Par Amount	5,830,000.00	
Premium	160,962.15	
Production	5,990,962.15	102.760929%
Underwriter's Discount	-65,345.00	-1.120840%
Purchase Price	5,925,617.15	101.640088%
Accrued Interest	-	
Net Proceeds	5,925,617.15	

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)



**BOND DEBT SERVICE**

**Marathon County, WI  
General Obligation Promissory Notes, Series 2021A  
Final Based Upon Bid From Robert W. Baird & Co.**

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
02/01/2022	315,000.00	1.000%	71,980.14	386,980.14	-
08/01/2022	-	-	39,687.50	39,687.50	-
12/31/2022	-	-	-	-	426,667.64
02/01/2023	340,000.00	1.000%	39,687.50	379,687.50	-
08/01/2023	-	-	37,987.50	37,987.50	-
12/31/2023	-	-	-	-	417,675.00
02/01/2024	335,000.00	1.000%	37,987.50	372,987.50	-
08/01/2024	-	-	36,312.50	36,312.50	-
12/31/2024	-	-	-	-	409,300.00
02/01/2025	335,000.00	1.000%	36,312.50	371,312.50	-
08/01/2025	-	-	34,637.50	34,637.50	-
12/31/2025	-	-	-	-	405,950.00
02/01/2026	640,000.00	1.000%	34,637.50	674,637.50	-
08/01/2026	-	-	31,437.50	31,437.50	-
12/31/2026	-	-	-	-	706,075.00
02/01/2027	640,000.00	1.000%	31,437.50	671,437.50	-
08/01/2027	-	-	28,237.50	28,237.50	-
12/31/2027	-	-	-	-	699,675.00
02/01/2028	640,000.00	1.250%	28,237.50	668,237.50	-
08/01/2028	-	-	24,237.50	24,237.50	-
12/31/2028	-	-	-	-	692,475.00
02/01/2029	645,000.00	1.500%	24,237.50	669,237.50	-
08/01/2029	-	-	19,400.00	19,400.00	-
12/31/2029	-	-	-	-	688,637.50
02/01/2030	970,000.00	2.000%	19,400.00	989,400.00	-
08/01/2030	-	-	9,700.00	9,700.00	-
12/31/2030	-	-	-	-	999,100.00
02/01/2031	970,000.00	2.000%	9,700.00	979,700.00	-
12/31/2031	-	-	-	-	979,700.00
	5,830,000.00		595,255.14	6,425,255.14	6,425,255.14

EXHIBIT E

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
NO. R- _____	STATE OF WISCONSIN	\$ _____
	MARATHON COUNTY	
	GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
February 1, _____	March 17, 2021	_____ %	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

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

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

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

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

This Note is not subject to optional redemption.

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

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

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

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

MARATHON COUNTY, WISCONSIN

By: \_\_\_\_\_  
Kurt Gibbs  
Chairperson

(SEAL)

By: \_\_\_\_\_  
Kim Trueblood  
County Clerk

COPY

ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

RESOLUTION NO. #R-16-21

RESOLUTION AWARDING THE SALE OF  
\$19,000,000 GENERAL OBLIGATION HEALTH CARE  
PROJECT BUILDING BONDS, SERIES 2021B

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

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

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

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

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as 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 February 25, 2021;

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

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

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

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

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

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

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

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

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

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 2021 through 2040 for the payments due in the years 2022 through 2041 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

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



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

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

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

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

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

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

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

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

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

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 February 25, 2021.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

_____	_____
_____	_____
_____	_____
_____	

Fiscal Impact:

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

Attest:

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

EXHIBIT A

Official Notice of Sale

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

(See Attached)

EXHIBIT B

Bid Tabulation

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

(See Attached)

EXHIBIT C

Winning Bid

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

(See Attached)



EXHIBIT D-1

Pricing Summary

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

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
NO. R-\_\_\_\_ STATE OF WISCONSIN \$\_\_\_\_\_  
MARATHON COUNTY  
GENERAL OBLIGATION HEALTH CARE PROJECT BUILDING BOND, SERIES 2021B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
February 1, \_\_\_\_\_ March 17, 2021 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

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

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

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

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

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

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

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

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

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

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

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

MARATHON COUNTY, WISCONSIN

By: \_\_\_\_\_  
Kurt Gibbs  
Chairperson

(SEAL)

By: \_\_\_\_\_  
Kim Trueblood  
County Clerk

ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

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

\$19,000,000\* General Obligation Health Care Building Bonds, Series 2021B  
Marathon County, Wisconsin  
Dated Date of Delivery

Date, Time and Place. SEALED AND ELECTRONIC BIDS will be received by PFM Financial Advisors LLC, 115 South 84<sup>th</sup> Street, Suite 315, Milwaukee, Wisconsin 53214, financial advisor acting on behalf of Marathon County, Wisconsin (the “County”), for all but not part of the County’s \$19,000,000\* General Obligation Health Care Building Bonds, Series 2021B, dated Date of Delivery (the “Bonds”), until 10:00 a.m. (Central Time) on:

Thursday, February 25, 2021

at which time sealed bids will be opened, electronic bids retrieved and all bids publicly read. Sealed bids should be mailed or delivered to the offices of PFM Financial Advisors LLC, 115 South 84<sup>th</sup> Street, Suite 315, Milwaukee, Wisconsin 53214, Attention: Kristin Hanson, or faxed to (414) 771-1041, and plainly marked “Bid for Marathon County \$19,000,000\* General Obligation Health Care Building Bonds, Series 2021B” 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:

MATURITY SCHEDULE

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2024	315,000	2033	1,380,000
2025	315,000	2034	1,410,000
2026	400,000	2035	1,435,000
2027	405,000	2036	1,465,000
2028	395,000	2037	1,495,000
2029	395,000	2038	1,520,000
2030	655,000	2039	1,550,000
2031	1,330,000	2040	1,580,000
2032	1,355,000	2041	1,600,000

Interest on said Bonds will be payable semi-annually on February 1 and August 1, commencing February 1, 2022.

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, 2032, are subject to redemption prior to maturity at the option of the County on February 1, 2031 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 \$18,810,000 (99.0% of par), nor more than \$19,380,000 (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 THOUSAND dollars (\$190,000) 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:	\$190,000
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 \$190,000 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 March 17, 2021.

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 up to 25 copies of the final Official Statement without cost. 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 financial 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

\* \* \* \* \*

EXHIBIT B

Bid Tabulation

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

(See Attached)



115 South 84th Street 414 771-2700  
 Suite 315 414 771-1041 fax  
 Milwaukee, WI 53214 www.pfm.com

**TABULATION OF BIDS**

**Marathon County, Wisconsin**

**\$19,000,000**

**General Obligation Health Care Project Building Bonds, Series 2021B**

**Sale: February 25, 2021**

**Award: UBS Financial Services Inc.**

<b>Name of Bidder</b>	<b>(February 1) Maturity</b>	<b>Amount</b>	<b>Rate</b>	<b>Yield</b>	<b>Price</b>	<b>Net Interest Cost</b>	<b>True Interest Rate (TIC)</b>
UBS Financial Services Inc.					\$19,292,375.20	\$4,964,713.69	1.884864%
	2024	\$ 315,000	2.000%	0.490%			
	2025	315,000	2.000%	0.670%			
	2026	400,000	2.000%	0.830%			
	2027	405,000	2.000%	0.960%			
	2028	395,000	2.000%	1.110%			
	2029	395,000	2.000%	1.270%			
	2030	655,000	2.000%	1.410%			
	2031	1,330,000	2.000%	1.540%			
	2032	1,355,000	2.000%	1.650%			
	2033	1,380,000	2.000%	1.750%			
	2034	1,410,000	2.000%	1.800%			
	2035	1,435,000	2.000%	1.850%			
	2036	1,465,000	2.000%	1.900%			
	2037	1,495,000	2.000%	1.930%			
	2038	1,520,000	2.000%	1.980%			
	2039	1,550,000	2.000%	2.020%			
	2040	1,580,000	2.000%	2.070%			
	2041	1,600,000	2.125%	2.125%			
Robert W. Baird & Co., Inc.					\$19,288,555.75	\$4,968,533.14	1.886535%
Huntington Securities, Inc.					\$19,198,197.84	\$5,019,146.60	1.911716%
BOK Financial Securities, Inc.					\$19,168,418.05	\$5,048,926.39	1.924829%

\*Subsequent to bid opening, the par amount did not change, however; the maturity amounts were changed as reflected in the Pricing Summary and the bid price was changed to \$19,291,644.70, resulting in a true interest cost 1.885262%.



EXHIBIT C

Winning Bid

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

(See Attached)

**BID FORM**

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

**General Obligation Health Care Project Building Bonds, Series 2021B**

(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

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

**Sale Date: February 25, 2021**

For all or none of the principal amount of the County’s \$19,000,000 General Obligation Health Care Project Building Bonds, Series 2021B, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$19,292,375.20 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	\$ 315,000	2.000%	0.490%	2033	\$ 1,380,000	2.000%	1.750%
2025	315,000	2.000%	0.670%	2034	1,410,000	2.000%	1.800%
2026	400,000	2.000%	0.830%	2035	1,435,000	2.000%	1.850%
2027	405,000	2.000%	0.960%	2036	1,465,000	2.000%	1.900%
2028	395,000	2.000%	1.110%	2037	1,495,000	2.000%	1.930%
2029	395,000	2.000%	1.270%	2038	1,520,000	2.000%	1.980%
2030	655,000	2.000%	1.410%	2039	1,550,000	2.000%	2.020%
2031	1,330,000	2.000%	1.540%	2040	1,580,000	2.000%	2.070%
2032	1,355,000	2.000%	1.650%	2041	1,600,000	2.125%	2.125%

\* 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, 2022. The Bonds are not subject to optional redemption as described in the Official Statement.

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 February 19, 2021. 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 \$190,000 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

<b>NOT PART OF THE BID</b> Explanatory Note: According to our computation this bid involves the following: \$4,964,713.69 Net Interest Cost 1.884864% True Interest Rate (TIC)	Respectfully submitted, <i>Michael Ciliento</i> Account Manager
	<b>UBS Financial Services Inc</b>

The foregoing offer is hereby accepted by and on behalf of Marathon County, Wisconsin, this 25th day of February, 2021.

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

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

\*Subsequent to bid opening, the par amount did not change, however; the maturity amounts were changed as reflected in the Pricing Summary and the bid price was changed to \$19,291,644.70, resulting in a true interest cost 1.885262%.

EXHIBIT D-1

Pricing Summary

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

(See Attached)

**BOND PRICING**

**Marathon County, WI  
General Obligation Health Care Project Building Bonds, Series 2021B  
Final Based Upon Bid From UBS Financial Services Inc.**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Bond Component:									
	02/01/2024	310,000.00	2.000%	0.490%	104.301	-	-	-	13,333.10
	02/01/2025	310,000.00	2.000%	0.670%	105.075	-	-	-	15,732.50
	02/01/2026	400,000.00	2.000%	0.830%	105.575	-	-	-	22,300.00
	02/01/2027	405,000.00	2.000%	0.960%	105.923	-	-	-	23,988.15
	02/01/2028	395,000.00	2.000%	1.110%	105.872	-	-	-	23,194.40
	02/01/2029	400,000.00	2.000%	1.270%	105.451	-	-	-	21,804.00
	02/01/2030	655,000.00	2.000%	1.410%	104.903	-	-	-	32,114.65
	02/01/2031	1,325,000.00	2.000%	1.540%	104.197	-	-	-	55,610.25
	02/01/2032	1,350,000.00	2.000%	1.650%	103.175 C	1.679%	02/01/2031	100.000	42,862.50
	02/01/2033	1,380,000.00	2.000%	1.750%	102.256 C	1.788%	02/01/2031	100.000	31,132.80
	02/01/2034	1,405,000.00	2.000%	1.800%	101.800 C	1.842%	02/01/2031	100.000	25,290.00
	02/01/2035	1,435,000.00	2.000%	1.850%	101.346 C	1.889%	02/01/2031	100.000	19,315.10
	02/01/2036	1,465,000.00	2.000%	1.900%	100.895 C	1.930%	02/01/2031	100.000	13,111.75
	02/01/2037	1,495,000.00	2.000%	1.930%	100.625 C	1.954%	02/01/2031	100.000	9,343.75
	02/01/2038	1,525,000.00	2.000%	1.980%	100.177 C	1.988%	02/01/2031	100.000	2,699.25
	02/01/2039	1,560,000.00	2.000%	2.020%	99.700	-	-	-	-4,680.00
	02/01/2040	1,585,000.00	2.000%	2.070%	98.910	-	-	-	-17,276.50
	02/01/2041	1,600,000.00	2.125%	2.125%	100.000	-	-	-	-
		19,000,000.00							329,875.70

Dated Date 03/17/2021  
 Delivery Date 03/17/2021  
 First Coupon 02/01/2022

Par Amount 19,000,000.00  
 Premium 329,875.70

Production 19,329,875.70 101.736188%  
 Underwriter's Discount -38,231.00 -0.201216%

Purchase Price 19,291,644.70 101.534972%  
 Accrued Interest -

Net Proceeds 19,291,644.70

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

**BOND DEBT SERVICE**

**Marathon County, WI  
General Obligation Health Care Project Building Bonds, Series 2021B  
Final Based Upon Bid From UBS Financial Services Inc.**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2022	-	-	333,188.89	333,188.89	-
08/01/2022	-	-	191,000.00	191,000.00	-
12/31/2022	-	-	-	-	524,188.89
02/01/2023	-	-	191,000.00	191,000.00	-
08/01/2023	-	-	191,000.00	191,000.00	-
12/31/2023	-	-	-	-	382,000.00
02/01/2024	310,000.00	2.000%	191,000.00	501,000.00	-
08/01/2024	-	-	187,900.00	187,900.00	-
12/31/2024	-	-	-	-	688,900.00
02/01/2025	310,000.00	2.000%	187,900.00	497,900.00	-
08/01/2025	-	-	184,800.00	184,800.00	-
12/31/2025	-	-	-	-	682,700.00
02/01/2026	400,000.00	2.000%	184,800.00	584,800.00	-
08/01/2026	-	-	180,800.00	180,800.00	-
12/31/2026	-	-	-	-	765,600.00
02/01/2027	405,000.00	2.000%	180,800.00	585,800.00	-
08/01/2027	-	-	176,750.00	176,750.00	-
12/31/2027	-	-	-	-	762,550.00
02/01/2028	395,000.00	2.000%	176,750.00	571,750.00	-
08/01/2028	-	-	172,800.00	172,800.00	-
12/31/2028	-	-	-	-	744,550.00
02/01/2029	400,000.00	2.000%	172,800.00	572,800.00	-
08/01/2029	-	-	168,800.00	168,800.00	-
12/31/2029	-	-	-	-	741,600.00
02/01/2030	655,000.00	2.000%	168,800.00	823,800.00	-
08/01/2030	-	-	162,250.00	162,250.00	-
12/31/2030	-	-	-	-	986,050.00
02/01/2031	1,325,000.00	2.000%	162,250.00	1,487,250.00	-
08/01/2031	-	-	149,000.00	149,000.00	-
12/31/2031	-	-	-	-	1,636,250.00
02/01/2032	1,350,000.00	2.000%	149,000.00	1,499,000.00	-
08/01/2032	-	-	135,500.00	135,500.00	-
12/31/2032	-	-	-	-	1,634,500.00
02/01/2033	1,380,000.00	2.000%	135,500.00	1,515,500.00	-
08/01/2033	-	-	121,700.00	121,700.00	-
12/31/2033	-	-	-	-	1,637,200.00
02/01/2034	1,405,000.00	2.000%	121,700.00	1,526,700.00	-
08/01/2034	-	-	107,650.00	107,650.00	-
12/31/2034	-	-	-	-	1,634,350.00
02/01/2035	1,435,000.00	2.000%	107,650.00	1,542,650.00	-
08/01/2035	-	-	93,300.00	93,300.00	-
12/31/2035	-	-	-	-	1,635,950.00
02/01/2036	1,465,000.00	2.000%	93,300.00	1,558,300.00	-
08/01/2036	-	-	78,650.00	78,650.00	-
12/31/2036	-	-	-	-	1,636,950.00
02/01/2037	1,495,000.00	2.000%	78,650.00	1,573,650.00	-
08/01/2037	-	-	63,700.00	63,700.00	-
12/31/2037	-	-	-	-	1,637,350.00
02/01/2038	1,525,000.00	2.000%	63,700.00	1,588,700.00	-
08/01/2038	-	-	48,450.00	48,450.00	-
12/31/2038	-	-	-	-	1,637,150.00
02/01/2039	1,560,000.00	2.000%	48,450.00	1,608,450.00	-
08/01/2039	-	-	32,850.00	32,850.00	-
12/31/2039	-	-	-	-	1,641,300.00
02/01/2040	1,585,000.00	2.000%	32,850.00	1,617,850.00	-
08/01/2040	-	-	17,000.00	17,000.00	-
12/31/2040	-	-	-	-	1,634,850.00
02/01/2041	1,600,000.00	2.125%	17,000.00	1,617,000.00	-
12/31/2041	-	-	-	-	1,617,000.00
	19,000,000.00		5,260,988.89	24,260,988.89	24,260,988.89

EXHIBIT E

(Form of Bond)

COPY

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
NO. R- _____	STATE OF WISCONSIN	\$ _____
	MARATHON COUNTY	
GENERAL OBLIGATION HEALTH CARE PROJECT BUILDING BOND, SERIES 2021B		

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
February 1, _____	March 17, 2021	_____ %	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

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

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

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

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

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

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

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

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



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

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

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

MARATHON COUNTY, WISCONSIN

By: \_\_\_\_\_  
Kurt Gibbs  
Chairperson

(SEAL)

By: \_\_\_\_\_  
Kim Trueblood  
County Clerk

COPY

ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

RESOLUTION # R- 17 -21  
Reauthorization of Self-Insurance for Worker's  
Compensation

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

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

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

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

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

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

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

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

**DATED:** February 25, 2021

Human Resources, Finance and Property Committee

/s/ John Robinson, Chair /s/ Alyson Leahy, Vice Chair /s/ Jonathan Fisher

/s/ EJ Stark /s/ Yee Leng Xiong /s/ Craig McEwen /s/ Kurt Gibbs

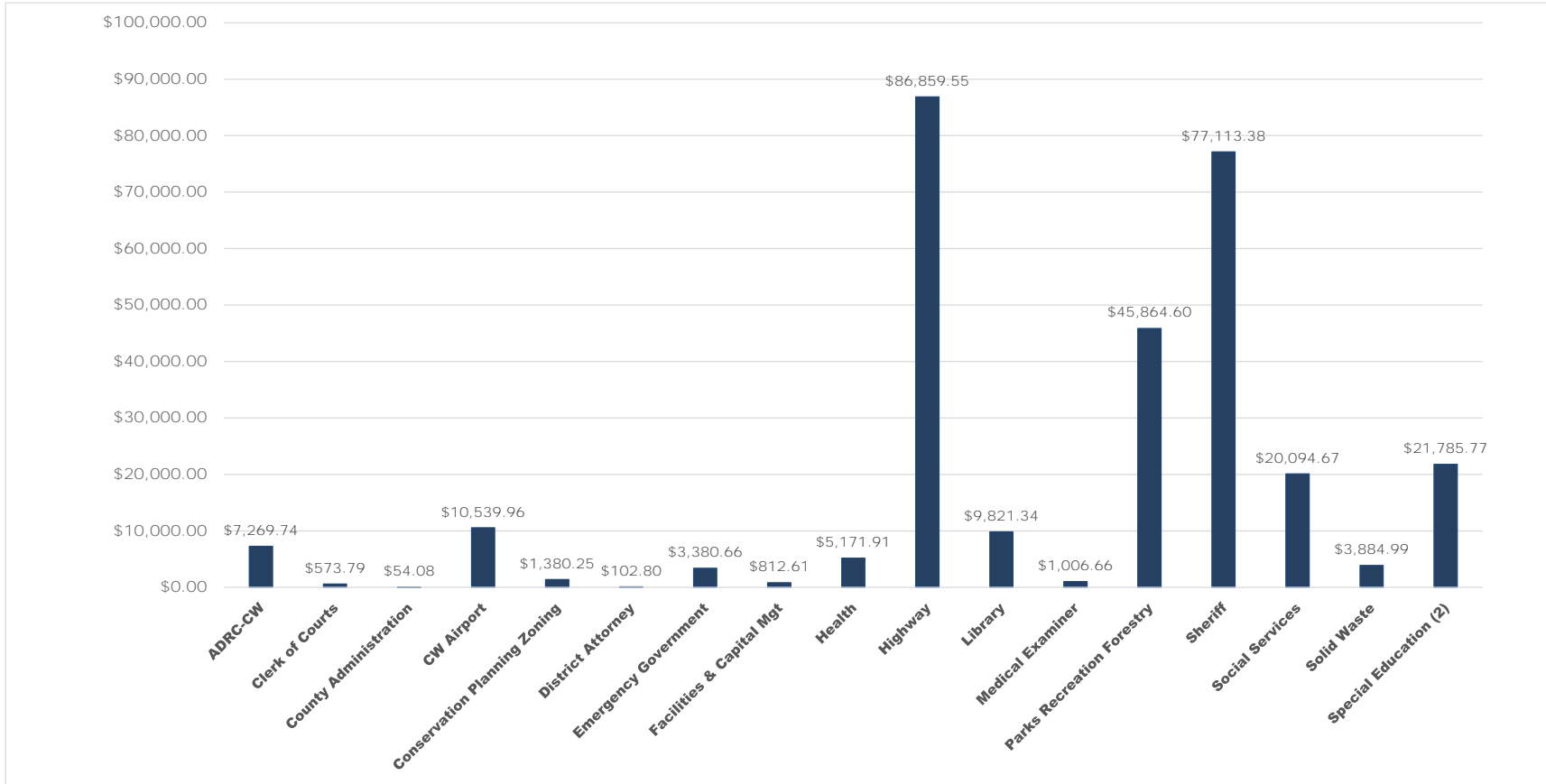
Fiscal Impact: None

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

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

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

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



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

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

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

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

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

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

Departments (1)	Year	# of Open Claims	# of Closed Claims	Total # of Claims	# of	# of	Amount Paid Through 12/31/20	Open Reserve	Total Incurred
					Medical Only Claims	Lost Time Claims			
ADRC-CW	2016	0	1	1	1	0	\$715.79	\$0.00	\$715.79
	2017	0	1	1	1	0	\$1,348.32	\$0.00	\$1,348.32
	2018	0	2	2	2	0	\$4,037.82	\$0.00	\$4,037.82
	2019	0	0	0	0	0	\$22,246.75	\$0.00	\$22,246.75
	2020	1	0	1	1	0	\$3,387.13	\$4,612.87	\$8,000.00
ADRC-CW	TOTAL	1	4	5	5	0	\$31,735.81	\$4,612.87	\$36,348.68
ADRC-CW	AVE	0.20	0.80	1.00	1.00	0.00	\$6,347.16	\$922.57	\$7,269.74
Clerk of Courts	2016	0	2	2	2	0	\$1,450.00	\$0.00	\$1,450.00
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018	0	1	1	1	0	\$1,418.96	\$0.00	\$1,418.96
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2020	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Clerk of Courts	TOTAL	0	3	3	3	0	\$2,868.96	\$0.00	\$2,868.96
Clerk of Courts	AVE	0.00	0.60	0.60	0.60	0.00	\$573.79	\$0.00	\$573.79
County Administration	2016	0	1	1	1	0	\$270.39	\$0.00	\$270.39
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2020	0	0	0	0	0	\$0.00	\$0.00	\$0.00
County Administration	TOTAL	0	1	1	1	0	\$270.39	\$0.00	\$270.39
County Administration	AVE	0.00	0.20	0.20	0.20	0.00	\$54.08	\$0.00	\$54.08
CW Airport	2016	0	1	1	0	1	\$41,777.07	\$0.00	\$41,777.07
	2017	0	1	1	1	0	\$2,491.23	\$0.00	\$2,491.23
	2018	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2019	0	1	1	1	0	\$2,761.52	\$0.00	\$2,761.52
	2020	1	1	2	2	0	\$3,150.21	\$2,519.79	\$5,670.00
CW Airport	TOTAL	1	4	5	4	1	\$50,180.03	\$2,519.79	\$52,699.82
CW Airport	AVE	0.20	0.80	1.00	0.80	0.20	\$10,036.01	\$503.96	\$10,539.96
Conservation Planning Zoning	2016	0	2	2	2	0	\$4,049.52	\$0.00	\$4,049.52
	2017	0	1	1	1	0	\$2,851.72	\$0.00	\$2,851.72
	2018	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2020	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Conservation Planning Zoning	TOTAL	0	3	3	3	0	\$6,901.24	\$0.00	\$6,901.24
Conservation Planning Zoning	AVE	0.00	0.60	0.60	0.60	0.00	\$1,380.25	\$0.00	\$1,380.25
District Attorney	2016	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018	0	1	1	1	0	\$186.63	\$0.00	\$186.63
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2020	0	1	1	1	0	\$327.36	\$0.00	\$327.36
District Attorney	TOTAL	0	2	2	2	0	\$513.99	\$0.00	\$513.99
District Attorney	AVE	0.00	0.40	0.40	0.40	0.00	\$102.80	\$0.00	\$102.80
Emergency Government	2016	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2017	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2018	0	1	1	0	1	\$16,903.29	\$0.00	\$16,903.29
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2020	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Emergency Government	TOTAL	0	1	1	0	1	\$16,903.29	\$0.00	\$16,903.29
Emergency Government	AVE	0.00	0.20	0.20	0.00	0.20	\$3,380.66	\$0.00	\$3,380.66
Facilities & Capital Mgt	2016	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2017	0	3	3	3	0	\$3,815.50	\$0.00	\$3,815.50
	2018	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2019	0	2	2	2	0	\$247.54	\$0.00	\$247.54
	2020	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Facilities & Capital Mgt	TOTAL	0	5	5	5	0	\$4,063.04	\$0.00	\$4,063.04
Facilities & Capital Mgt	AVE	0.00	1.00	1.00	1.00	0.00	\$812.61	\$0.00	\$812.61
Health	2016	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2017	0	3	3	3	0	\$21,090.42	\$0.00	\$21,090.42
	2018	0	2	2	2	0	\$4,769.11	\$0.00	\$4,769.11
	2019	0	0	0	0	0	\$0.00	\$0.00	\$0.00
	2020	0	0	0	0	0	\$0.00	\$0.00	\$0.00
Health	TOTAL	0	5	5	5	0	\$25,859.53	\$0.00	\$25,859.53
Health	AVE	0.00	1.00	1.00	1.00	0.00	\$5,171.91	\$0.00	\$5,171.91
Highway	2016	0	8	8	4	4	\$116,626.97	\$0.00	\$116,626.97
	2017	1	10	10	6	4	\$132,229.18	\$6,167.16	\$138,396.34
	2018	0	7	7	5	2	\$18,561.92	\$0.00	\$18,561.92
	2019	0	11	11	11	0	\$31,867.59	\$0.00	\$31,867.59

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

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

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

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



## RESOLUTION #R-18- 21

### AUTHORIZING COUNTY OFFICIALS TO TAKE ACTIONS NECESSARY TO FACILITATE OPERATION OF A REGIONAL COVID-19 VACCINATION SITE IN MARATHON COUNTY

WHEREAS, the State of Wisconsin has reached out to the Marathon County Health Department (Health Dept.) to evaluate the merits of operating a Regional COVID-19 Vaccination Site to serve North Central Wisconsin and which would be located in Marathon County; and

WHEREAS, the Health Dept. is authorized, pursuant to Wis. Stats., §252.03, to take action to prevent, suppress and control COVID-19; and

WHEREAS, creation of a community-based vaccination clinic in Marathon County would be an effective strategy to control the spread of COVID-19; and

WHEREAS, the Marathon County Board of Health, the Human Resources, Finance and Property Committee and Executive Committee have determined that the location of a Regional Site in Marathon County would substantially benefit residents of the county and other surrounding counties because they will have additional options to get vaccinated; and

WHEREAS, working in partnership with the State of Wisconsin would reduce costs of operation of such a facility versus standing up a clinic independently; and

WHEREAS, the Health Dept. has reached out to other stakeholders to discuss and plan for facilities and other resources necessary to operate such a Regional Site, in partnership with the State of Wisconsin, to be located in the Wausau area; and

WHEREAS, potential liability of the County is limited by both Federal and State Statutes.

NOW, THEREFORE, BE IT RESOLVED that the County Board of Supervisors, in consideration of the substantial benefit to the residents of Marathon County and surrounding counties, hereby approves and supports efforts to locate a Regional COVID-19 Vaccination Site in Marathon County in partnership with the State of Wisconsin.

BE IT FURTHER RESOLVED that all appropriate county officials are authorized and directed to take all actions necessary to facilitate operation of a Regional COVID-19 Vaccination Site in furtherance of this Resolution.

BE IT FINALLY RESOLVED that the County Clerk is directed to issue checks pursuant to this resolution and the county treasurer to honor said checks.

Dated this 25th day of February, 2021.

#### HEALTH AND HUMAN SERVICES COMMITTEE

/s/ Tim Buttke, Chair /s/ Michelle Van Krey, Vice Chair /s/ Tom Seubert  
/s/ Kelley Gabor /s/ Donna Krause /s/ Dennis Gonnering /s/ William Harris

#### EXECUTIVE COMMITTEE

/s/ Kurt Gibbs, Chair /s/ Craig McEwen, Vice Chair /s/ Sara Guild /s/ Jacob Langenhahn  
/s/ Matt Bootz /s/ John Robinson /s/ Tim Buttke /s/ Randy Fifrick /s/ EJ Stark  
/s/ Alyson Leahy

Fiscal Impact Statement: It is anticipated that approval of this resolution will have no direct tax levy impact. The Marathon County Health Department currently has grant funds in its 2021 budget. It is also anticipated that further State and Federal funds will be made available to support such community-based vaccination clinics. However, if additional funds are required to be expended by Marathon County, they could only be authorized via budget amendment by separate resolution.

**RESOLUTION #R - 19 - 21**

**SETTING COUNTY BOARD SIZE FOR PURPOSE OF REDISTRICTING  
FOLLOWING 2020 DECENNIAL CENSUS**

**WHEREAS**, Wis. Stats. §59.10(3)(b) requires Marathon County to develop and approve a tentative redistricting plan following each decennial census; and

**WHEREAS**, part of the process requires the county to set the size of the county board, effectively determining the number of supervisory districts into which the county will be divided following receipt of census data; and

**WHEREAS**, the County Board established a Board Size Task Force to investigate options and develop recommendations relative to the number of supervisors to serve on the County Board following the 2020 Decennial Census; and

**WHEREAS**, the Task Force presented its report to the County Board and has recommended the County Board size remain at 38 supervisors; and

**WHEREAS**, the recommendation of Task Force to maintain the number of county board supervisors at 38 was based, in part, on the following:

- Farm Bureau letter and Town Associations' letters in opposition, which represent a significant portion of the county.
- The County's Comprehensive Plan calls for good relationships with local governments and this would be keeping those relationships in good order.
- A larger board can have more diverse groups represented. Having different opinions makes the board better. We should celebrate the size of the board as being truly representative.
- Current committees are working well.
- Strong public support for leaving the board size at 38.
- Downsizing does not improve the ability to attract new people to the board.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors for the County of Marathon does hereby resolve as follows:

- A. To maintain the current number of supervisory districts at 38.
- B. That the Conservation Planning and Zoning Department is hereby directed, in concert with the North Central Regional Planning Commission, to develop a tentative redistricting plan subject to public hearing and final approval pursuant to statute.

**BE IT FURTHER RESOLVED** that the appropriate officials of Marathon County are hereby authorized to execute documents and take all other actions necessary, on behalf of Marathon County, to effectuate the purposes of this Resolution.

Dated: February 25, 2021.

**EXECUTIVE COMMITTEE**

/s/ Kurt Gibbs, Chair /s/ Craig McEwen, Vice Chair /s/ Sara Guild /s/ Jacob Langenhahn /s/ Matt Bootz  
/s/ John Robinson /s/ Tim Buttke /s/ Randy Fifrick /s/ EJ Stark /s/ Alyson Leahy

**Fiscal Impact: None.**



DRAFT MINUTES  
OF  
STANDING COMMITTEES



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

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

Meeting Location: Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403

Members: John Robinson, Chair-in person, Alyson Leahy, Vice-Chair, Jonathan Fischer, EJ Stark, Kurt Gibbs-arrived at 4:20 pm from NCHC meeting, Yee Leng Xiong, Craig McEwen

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

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

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

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

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

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

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

##### 1 Take the following properties on tax deed:

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

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

##### 2 Setting Purchase Price for Tax Deed Properties:

109 N 2nd Ave, City of Wausau

This property was taken in 2014 and we started an eviction action in 2019 and since then the tenant has left the property. The back taxes were \$14,000 initially and appraisal is for \$12,000.

Motion by Gibbs and seconded by Stark to set the value at 109 N 2<sup>nd</sup> Ave, Wausau at \$12,000, vote unanimous

##### B. Discussion and Possible Action by Human Resources and Finance and Property Committee.

##### 1. None

#### 6. Policy Issues Discussion and Possible Action by Committee to Forward to the County Board

HR and Finance Committee Work Plan Prioritization Schedule and Topics-The work plan is included in the packet for the committee to review. Robinson-What is the role of the committee in these endeavors? The Chairman and County Administration will work together to develop a schedule and add to HRFC agendas for discussion. Gibbs-The CIP process that we are using at this time should be reviewed prior to the annual budget processed. Did we get value from the CIP committee ranking all of the projects in the CIP? We need to evaluate whether or not these processes add value and do so before the CIP committee will starts its work.

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

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



**MARATHON COUNTY  
EXTENSION, EDUCATION & ECONOMIC DEVELOPMENT COMMITTEE**

**DRAFT MINUTES**

Date & Time of Meeting: **Thursday, February 4, 2021 at 4:00 p.m.**

Meeting Location: **Courthouse Assembly Room, (B105), Courthouse, 500 Forest Street, Wausau WI**

<b>Attendance:</b>	<b>Present</b>	<b>Absent</b>
Sara Guild, Chair	W	
Ka Lo, Vice Chair	W	
Gary Beastro	W	
Becky Buch	W	
Tom Rosenberg	X	
Rick Seefeldt		excused
Chris Voll		X

**Others Present:** Lance Leonhard, Jason Hake, Kurt Gibbs, Scott Corbett, Toshia Ranallo

**VIA WEB/Phone:** Craig McEwen, Sandi Cihlar, Jean Maszk, Michelle VanKrey, Vicki Resch, Ralph Illick, Jason Hausler, Lee Webster, Ann Herda-Rapp, Carrie Edmondson, Liz Holbrook, John Robinson, Mike Puener, Mary Detmering, Joyce Chekouras, Marla Stepnanski, Brian Kowalski, Chris Wendt, Ann Hamlin, Lee Webster, Joshua Klebenow, Jamie Mackek and six unidentified callers.

**1. Call to Order**

The Extension, Education & Economic Development Committee meeting was called to order at 4:00 p.m. by Chair Guild.

**2. Public Comment (15 Minutes):**

Chair Guild received a request to postpone agenda item 4a., identifying a date for a public hearing related to the Marathon County Library.

Lee Webster, 155617 Pine Bluff Rd, Wausau, reported the Wausau School Board meeting agenda for Monday, February 8, 2021 will include discussion on a renewed referendum and relaunching the schools for full participates as of March 1, 2021.

Supervisor Jean Maszk, District 24, 277 Old HWY 51, Mosinee stated she is a former member of this committee and appreciates that she still receives reports from Dairy/Agriculture educator Heather Schlessler. This informs her on available programs and resources that can be accessed through Extension. She requests that all the UW Extension educators provide these reports and send them to all members of the County Board.

Maszk also is in support of the public comment process that was completed in regards to the Board Size Task Force and would like to see the same process done for the Marathon County Library discussion listed below in 4a. The process was transparent and the feedback received by utilizing our website for public comment was well done.

Joyce Chekouras, 204699 Lake Dr., Rosholt, stated she is a rural resident and retired teacher. As an educator she is concerned of the process to accommodate the rural community's library needs.

**3. Approval of the Minutes:**

**MOTION BY ROSENBERG, SECOND BY LO, TO APPROVE THE MINUTES OF THE JANUARY 7, 2021, EXTENSION, EDUCATION AND ECONOMIC DEVELOPMENT COMMITTEE MEETING. MOTION CARRIED.**

**4. Policy Issues Discussion and Potential Committee Determination**

**A. Identification of Date for a Public Hearing related to the Marathon County Public Library Board's Recommendation to Seek Membership in the South Central Library System**

***Discussion:***

This item was postponed for a later date.

***Follow Through:***

Postponed until after library board meets.

B. **UW Extension 2021 Situational Analysis Development Processes (Jason Hausler)**

***Discussion:***

Jason Hausler gave a brief overview on the process to develop a Situational Analysis in order to strategize the county's major needs currently and moving forward. The committee shared their ideas using strategic plan objectives 10.6 and 10.10 and developed the framework outlining the following topics:

- Skilled and flexible workforce; research impacts of salaries; evaluate/assess barriers
- Rural Health; access to health care; mental health (farmers, young generation); horticultural therapy
- Broadband Expansion and education to rural communities
- Childcare alternatives and impact on workforce
- Local government research
- Agriculture vitality; worker and food safety; diversification; marketing

Hausler commended the committee for the discussion and encourage them to reach out to him to share more ideas.

***Follow Through:***

Hausler will meet with Administrator Leonhard and Chair Gibbs as a next step in the process.

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

None

6. **Educational Presentations and Committee Discussion**

A. **North Central Wisconsin Regional Planning Commission to give a Presentation on Regional Recovery Work (Carrie Edmondson)**

***Discussion:***

Carrie Edmondson a planner with North Central Wisconsin Regional Planning Commission (NCWRPC), gave an overview on their current Regional Recovery Project. The NCWRPC provides both regional and local assistance in the areas of economic development and grant writing, geographic information systems (GIS), intergovernmental coordination, land use & community planning, and transportation. The full presentation can be accessed in the [packet here](#).

***Follow Through:***

No follow through needed.

B. **County Administration to Report on Work of Historical Society in 2020 Pursuant to Budget Allocation**

***Discussion:***

Administrator Leonhard provided a brief background on why this committee receive this report. During the 2020 Budget discussions, it was recognized to change from a contribution basis to a payment for services for all non-profit organizations. The county board directed County Administration to have a contract in place before funding is issued. The goal is to tie the county's funding to the efforts of these nonprofits that align with specific county departments. The Historical Society (HS) aligns with the work of the library which includes educational presentations that informs our residents and community. The HS contract is separated into two elements in which they focus their efforts. Programming and digitization of records. This committee is the liaison for the HS.

***Follow Through:***

No follow though needed.

C. **Reports from Committee-Affiliated Departments and Organizations**

1. **UW-Stevens Point Wausau**

***Discussion:***

Ann Herda-Rapp reported they continue to do community COVID-19 testing in the fieldhouse every Monday and Wednesday and will continue to do so through April 11<sup>th</sup>. She indicated they would be interested in being a vaccination site.

They launched a new lecture series called *Hank Talks* which features their faculty. The series is a free live-stream community outreach event.

Herda-Rapp emphasized they are different than most universities and are a community hub for organizations and other universities. There is space available for possible non-profits organizations or others that are in need of a location.

## **2. UW-Madison Division of Extension**

### ***Discussion:***

Hausler reported he met with Mayor Rosenberg and the City of Wausau to discuss UW-Madison Extension housing resources. His full report can be accessed in the [packet here](#).

## **3. Marathon County Public Library**

### ***Discussion:***

Ralph Illick gave a library update including the following:

- Last November put together technical team to assist with the WIPPS Program WI Institute for Public Policy
- New furnishings soon to arrive
- A Health Dept. liaison will join the Library Board at their meeting on February 15<sup>th</sup> to discuss their limited service and balancing safety and service.

## **4. MCDEVCO**

### ***Discussion:***

Vicki Resch gave an update on the following MCDEVCO activities

- Public Hearing presentation was given for a CDBG-CV application that is due on 2/26/2020 to help with small businesses suffering from the impacts of COVID-19
- Women's small business \$1,000 grants
- Working with municipalities on a survey surviving Covid-19 and employment
- 4 month leadership program will start on 2/16/21
- Lunch & Learn in March for advertising and marketing
- Working on the Broadband Task Force
- Transitions, entrepreneurial and working center, retirement plans
- Regional Planning Task force.

## **7. Announcements and Future Meetings:**

### **A. Future Committee Calendar**

#### **1. Next meeting Thursday, March 4, 2021 at 4:00 pm**

## **8. Adjourn**

There being no further business to discuss, **MOTION BY LO SECOND BY BUCH TO ADJOURN THE MEETING. MEETING ADJOURNED AT 5:38PM MOTION CARRIED.**

Respectfully submitted by,  
Toshia Ranallo





**Marathon County  
Environmental Resources Committee Minutes  
Tuesday, January 5, 2021  
210 River Drive, Wausau WI**

<b>Attendance:</b>	<b><u>Member</u></b>	<b><u>Present</u></b>	<b><u>Not present</u></b>
<i>Chair</i>	Jacob Langenhahn.....	X	
<i>Vice-Chair</i>	Sara Guild.....	X	
	Rick Seefeldt .....	X	
	Bill Conway .....	X	
	Allen Drabek .....	X	
	Randy Fifrick.....	X	
	Arnold Schlei .....	X	
	Dave Oberbeck.....	X	
	Marilyn Bhend .....	X	
	Eric Vogel .....	X	

} via Webex or phone

Also present via Webex, phone or in Room 5: Paul Daigle, Dominique Swangstu, Lane Loveland, Jeff Pritchard, Dave Decker, Robert Hoffman, Jared Mader, Kirk Langfoss and Cindy Kraeger– Conservation, Planning, and Zoning (CPZ); Jean Kopplin – City-County IT, Jason Hake – Deputy Administrator, Tom Radenz – REI Engineering; Rachel Whitehair – UW Extension; Larry Weiler, Gary Krueger, Jon Blume, Jeff Downs, Lee Ann Podruch, Bill Schoenowski, Tim Vreeland, Lisa and Brian Bartnik, Clark Eckhoff and Brian Thout.

1. **Call to order** – Called to order by Chair Langenhahn at 3:00 p.m. via WEBEX.

2. **Public Comment** – None.

3. **Approval of December 1, 2020 Committee minutes**

**Motion** / second by Drabek / Conway to approve of the December 1, 2020 Environmental Resources Committee minutes as distributed.

Motion **carried** by voice vote, no dissent.

4. **Operational Functions required by Statute, Ordinance, or Resolution:**

A. **Public Hearings, Review, Possible Actions, and Possible Recommendations to the County Board for its Consideration (County Zoning changes)**

1. Gary Krueger on behalf of Garrett Weiler and Enos & Mary Ellen Horst U-R Urban Residential and G-A General Agriculture to R-R Rural Residential – Town of Holton

**Discussion:** Swangstu was sworn in and noted the staff report and decision sheet had been included in the packet. Swangstu reviewed the rezone request of 2.015 acres shown as Lot 1 of the Preliminary Certified Map (CSM) submitted with the petition. Swangstu additionally reviewed the reasoning behind why CPZ staff are recommending approval of the rezone request, citing the rezone standards, requirements, and pertinent site characteristics. Additionally, the remaining farmland (38 acres) will continue to be farmed.

The Town of Holton has reviewed the application and recommends approval without any concerns.

There was no additional testimony in favor or opposed to this rezone request. Testimony portion of the hearing was closed at 3:12 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

**Action:** **Motion** / second by Fifrick / Guild to recommend approval to County Board, of the Gary Krueger on behalf of Garrett Weiler and Enos & Mary Ellen Horst rezone request. The Committee determined the rezone is consistent with the Marathon County and Town comprehensive plans, and is not located in the Farmland Preservation Zoning District. Adequate facilities are present or will be provided and providing any necessary public facilities will not burden local government. The rezone should not result in any adverse effect on natural areas. The committee made their recommendation of approval based on the information, findings of fact, and conclusions of law as described in the CPZ staff report included in the ERC packet.

Motion **carried** by voice vote, no dissent.

**Follow through:** Forward to County Board for action at their next regularly scheduled meeting.

2. The petition of Tim Vreeland on behalf of Dennie & Linda Davis – G-A General Agriculture to R-R Rural Residential and R-E Rural Estate – Town of Easton

Discussion: Swangstu was sworn in and noted the staff report and decision sheet had been included in the packet. Swangstu reviewed the rezone request in which the areas proposed to be rezoned to R-R are described on Lot#2 and Lot #4 on the Preliminary CSM and the area proposed to be rezoned to R-E are described as Lot #1 and #3 on the Preliminary CSM.. Swangstu stated there is also a shed located on proposed lot #1 which is used for maple syrup processing, the use of which is permitted within the R-E zoning district. Based on the information provided the rezone appears to meet all applicable rezone standards and requirements. Swangstu also provided information and the reasons why CPZ staff are recommending approval of the rezone request.

The Town of Easton has reviewed the application and recommends approval without any concerns.

Vreeland was sworn in and stated the parcel is being created for the children of the family.

There was no additional testimony in favor or opposed to this rezone request. Testimony portion of the hearing was closed at 3:20 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

Action: **Motion** / second by Fifrick / Schlei to recommend approval to County Board, of the Tim Vreeland on behalf of Dennie & Linda Davis rezone request. The Committee determined the rezone is consistent with the Marathon County and Town comprehensive plans, and is not located in the Farmland Preservation Zoning District. Adequate facilities are present or will be provided and providing any necessary public facilities will not burden local government. The rezone should not result in any adverse effect on natural areas. The committee made their recommendation of approval based on the information, findings of fact, and conclusions of law as described in the CPZ staff report included in the ERC packet.

Motion **carried** by voice vote, no dissent.

Follow through: Forward to County Board for action at their next regularly scheduled meeting.

3. Brian & Lisa Bartnik – L-I Light Industrial to G-A General Agriculture Town of Holton

Discussion: Swangstu was sworn in and noted the staff report and decision sheet had been included in the packet. Swangstu reviewed the rezone request of the existing parcel proposed to be rezoned approximately 3.25 acres which will be combined with the 7+/- acres adjacent agricultural lands to create a compliant parcel as it related to the minimum parcel size for the GA zoning district (10 acres). Swangstu stated the need of the rezone is related to the proposed expansion of the existing home onsite as well as agricultural business space. The agricultural business related facility/building located on the property is considered an existing non-conforming structure due to the fact it is partially located within the road Right of Way and does not meet applicable setbacks. Swangstu additionally reviewed the reasoning behind why CPZ staff are recommending approval of the rezone request, citing the rezone standards, requirements, and pertinent site characteristics.

Lisa Bartnik was sworn in and stated the property was purchased in the early 1970's by her father in law and it is her understanding there have been no issues with the Town with the location of the agricultural facility/building. The building onsite (besides the single family home) is currently being used as maintenance shop for tractors and milk trucks for their milk hauling business. The owners currently have no intention of expanding the business at this time.

The Town of Holton has reviewed the application and recommends approval without any concerns.

There was no additional testimony in favor or opposed to this rezone request. Testimony portion of the hearing was closed at 3:35 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

Action: **Motion** / second by Fifrick / Vogel to recommend approval to County Board, of the Brian & Lisa Bartnik rezone request. The Committee determined the rezone is consistent with the Marathon County and Town comprehensive plans, and is not located in the Farmland Preservation Zoning District. Adequate facilities are present or will be provided and providing any necessary public facilities will not burden local government. The rezone should not result in any adverse effect on natural areas. The committee made their recommendation of approval based on the

information, findings of fact, and conclusions of law as described in the CPZ staff report included in the ERC packet.

Motion **carried** by voice vote, no dissent.

Follow through: Forward to County Board for action at their next regularly scheduled meeting.

4. Re-open the Rick Kersten (Central Wisconsin Lumber and Tie INC.) on behalf of Steve Dahlke – G-A General Agriculture to L-I Light Industrial – Town of Rib Falls postponed from 12-15-2020 County Board agenda.

Discussion: Swangstu was sworn in and noted this rezone was previously approved by the Committee in December but was postponed at the December 15, 2020 County Board and sent back to the Committee due to the agent/applicant requesting to reduce the area of the rezone by 1 acre. After discussion with the owner and agent it was agreed to move forward with the original application as previously submitted. Swangstu stated the rezone before the committee is the exact same rezone petition as presented in December with no changes to the staff recommendation or area to be effected as a result of the rezone

There was no additional testimony in favor or opposed to this rezone request. Testimony portion of the hearing was closed at 3:43 p.m.

Action: **Motion** / second by Ffirk / Vogel to recommend approval to County Board, of the re-opening of Rick Kersten (Central Wisconsin Lumber and Tie INC.) on behalf of Steve Dahlke rezone request. The Committee determined the rezone is consistent with the Marathon County and Town comprehensive plans, and is not located in the Farmland Preservation Zoning District. Adequate facilities are present or will be provided and providing any necessary public facilities will not burden local government. The rezone should not result in any adverse effect on natural areas. The committee made their recommendation of approval based on the information, findings of fact, and conclusions of law as described in the CPZ staff report included in the ERC packet

Follow through: Forward to County Board for action at their next regularly scheduled meeting.

5. Re-open the public hearing on the draft Marathon County 2021-2030 Land and Water Resource Management (LWRM) Plan

Discussion: Daigle was sworn in and recapped the LWRM Plan timeline with the committee's accomplishments of learning the history; accepting the goals and outcomes of the plan, the LWRM Plan meets the needs of county, citizens and farmers of Marathon County. Staff, Committee members and people whom provided technical input were recognized. If the LWRM Plan is approved by the Committee it needs to be presented and approved by the State Land and Water Conservation Board and then on to County Board in February.

The following people provided comment via WEBEX of support of the LWRM Plan.

Rachel Whitehair

Jon Blume

The following individuals provided comments of support of the plan. (A complete record of these comments are available at CPZ). Daigle read the comments into the record.

Matthew Oehmichen – EPPIC and the Tech advisory team

Ben Niffenegger, Manager Environmental Affairs, WVIC.

Peter Arnold

Michael Tiboris, Clear Water Farms Director River Alliance of Wisconsin

Rick Parkin

Wayne Breitenfeldt, Wausau Dairy Farmer

Bob Jehn

John Kennedy – Big Eau Pleine Citizens Organization

Matthew Oehmichen and Jason Cavadini

Leann Hogart

Chairman Langenhahn read into the record the email dated November 6, 2020 from Peter Weinschenk seeking a defense of the LWRM Plan by an ERC member.

There was no additional testimony in favor or opposed to draft Marathon County 2021-2030 LWRM Plan. Testimony portion of the hearing was closed at 4:15 p.m.

Fifrick made comments in support of the plan, as the ERC representative on the Local Advisory Committee. Stated strong diverse individuals on committee representing interests of the county.

Action: **Motion** / second by Fifrick / Seefeldt to recommend approval to County Board of the Marathon County 2021-2030 Land and Water Resource Management Plan.

Motion **carried** by voice vote, no dissent.

Follow through: Forward to County Board for action at the February scheduled meeting.

B. Review and Possible Recommendation to County Board for its Consideration (Town Zoning changes pursuant to §60.62(3) Wis. Stats.)

1. Town of Texas – 239891 Chico Rd

Discussion: Swangstu stated the Town of Texas is town zoned and the rezone petition submitted was intended to change the zoning classification/district from M-2 to A-1 at the property located at 239891 Chico Rd. The zoning change was approved at the town board meeting on December 14, 2020. Although the town is town zoned, County Board approval is still needed per Wis. Stats.

Action: **Motion** / second by Fifrick / Schlei to recommend approval to County Board, of the Town of Texas zone change. Motion **carried** by voice vote, no dissent

Follow through: Forward to County Board for action at their next regularly scheduled meeting.

C. Review and Possible Recommendations to County Board for its Consideration - None

D. Review and Possible Action

1. Royal Vistas Preliminary County Plat – Town of Rib Mountain

Discussion: Decker discussed the details of the Royal Vista Preliminary County Plat. Prior to the submittal of the Royal Vistas Preliminary Plat for approval, a concept plat meeting was held to discuss the plat. Design concepts and plans were discussed and agreed upon by all parties. The preliminary plat reflects the designs discussed at the concept plat meeting.

Action: **Motion** / second by Fifrick / Conway to approve the Royal Vistas Preliminary Plat located in the Town of Rib Mountain. Motion **carried** by voice vote, no dissent.

Follow through: The final plat will be submitted for approval at a later date for future committee action. Approval by County Board is not required.

5. Educational Presentations/Outcome Monitoring Reports and Committee Discussion

A. Department Updates: Conservation Planning and Zoning (CPZ)

1. CPZ – Zoning Ordinance – education on proposed revisions (memo)

a. Chapter 17 – Zoning Code

Discussion: Swangstu reported back to the Committee the Town input received from County and Town Zoned towns as well as explained the summary of revisions as well as the memo included in the meeting packet. Swangstu provided the recommended text revisions based on the input provided by the county zoned towns (town officials and residents) as well as Conservation, Planning and, Zoning staff whom administer the zoning ordinance.

Swangstu stated a similar memo and the same summary of proposed text amendments was mailed to the Town Clerks and Town Chairs for their additional input. A summary of the text amendments was included in the meeting packet and will be available on the CPZ website when the draft ordinance is posted. The committee had a few questions regarding specific proposed amendments which will be addressed at the next ERC meeting/public hearing after additional input is provided by the effected towns. The committee was asked to again review and provide input on the text amendments based on the summary of revisions as well as based on the full draft ordinance when it is made available online. The public hearing for these proposed amendments will be held during the February 2, 2021 ERC meeting. Additionally, an open house has been scheduled for 210 River Drive, Wausau WI 54403 on January 14<sup>th</sup>, 2021 so the public, towns, and committee members have any additional questions or recommendations prior to the public hearing in February. Discussion occurred regarding Chapter 17.204 and Chapter 17.301 Special Event and Permitted Temporary Uses and the standards and requirements that apply. The committee also requested additional input from the impacted towns regarding the proposed revision and use, and would like to see a proposal (proposed

text language) at the next ERC meeting which addresses town input and the initial intent behind a proposed revisions.

Comments were received from:

Brian Thuot expressed concerns about the event/use standards and requirements as it relates to the total number of events that can be held within 1 year. He stated there isn't necessarily an issue with the total number of events allowed per year but believes there should be more flexibility when it comes to event cancellations and having the ability to reschedule an event if one day of the event cannot take place due to weather or other unforeseen factor. Thuot also stated these events can be very costly for the event organizers and if an event needs to be cancelled for weather or other reason there is no way for the organizers to recoup all the moneys spent on the event, which could result in the loss of 10's of thousands of dollars for one event.

Clark Ickhoff is in support of Ralph Merwin to support the community with events held throughout the year.

Swangstu was directed to contact the county zoned towns to get more information and input regarding the existing language as well as to inquiry to see if there is any interest in changing the existing standards. Possible changes/topics could include increasing or decreasing the number of events allowed, asking if the existing code fits the needs of the Town events, as well as identify what problems the proposed revisions would address. Lastly, CPZ will identify what the role and authority zoning has regarding these uses/events.

Action: **None.**

Follow through: CPZ staff to continue to draft language and hold open house/public hearing in the upcoming month.

b. Chapter 22 – Shoreland, Shoreland-Wetland, Floodplain Code

Discussion: Swangstu discussed updating and clarifying the language within the ordinance to match State standards.

Action: **None.**

Follow through: CPZ staff to continue to draft language / public hearing in the upcoming month.

6. **Policy Issues Discussion and Committee Determination to the County Board for its Consideration** – None.

7. **Next meeting date, time & location and future agenda items:**

**Tuesday, February 2, 2021 3:00 p.m. 212 River Drive Room 5 Wausau WI**

- A. Committee members are asked to bring ideas for future discussion
- B. Announcements/Requests/Correspondence

8. **Adjourn – Motion** / second by Conway / Seefeldt to **adjourn** at 4:55 p.m. Motion **carried** by voice vote, no dissent.

Paul Daigle, Land and Water Program Director

For Jacob Langenhahn, Chair

cc: (via email/web site) ERC members; County Administrator; Corporation Counsel; County Clerk

PD/cek



# HEALTH AND HUMAN SERVICES COMMITTEE

## DRAFT MEETING MINUTES

Date & Time of Meeting: **Wednesday, February 3, 2021 (Immediately After Close of the Public Hearing)**

Meeting Location: **WebEx/ Courthouse Assembly Room (B105), 500 Forest Street, Wausau WI**

	Present	Absent
Tim Buttke, Chair	W	
Michelle Van Krey, Vice Chair	W	
Kelley Gabor	W	
Dennis Gonnering	W	
William Harris	W	
Donna Krause	X	
Tom Seubert	W	

**Also Present:** Lance Leonhard, Jason Hake, Toshia Ranallo,  
**Via Web or Phone** – John Robinson, Jill Geoffroy, Chris Dickinson, Diane Sennholz, Joanne Leonhard, Vicki Resech, Vicki Tylka, Yvonne Quirk, and three unidentified callers.

1. **Call Meeting to Order**  
Chair Tim Buttke called the meeting to order at 4:25 p.m.
2. **Public Comment (15 minute limit):** None
3. **Approval of the January 6, 2021 and January 12, 2021 Committee meeting minutes.**  
**MOTION BY HARRIS; SECOND BY GABOR, TO APPROVE THE JANUARY 6, 2021 AND JANUARY 12, 2021, HEALTH & HUMAN SERVICES COMMITTEE MEETING MINUTES. MOTION CARRIED.**
4. **Policy Issues for Discussion and Possible Action:**  
A. **Public Hearing on the Community Engagement Plan**

**Discussion:**

The first public hearing was completed prior to this meeting as a requirement for the CDBG-CV.

5. **Operational Functions required by Statute, Ordinance, or Resolution:** None
6. **Educational Presentations and Committee Discussion:**

A. **Update on the Community Development Block Grant COVID-19 response grant (CDBG-CV)**

**Discussion:**

Vicki Tylka reported the application process is on track and the application packet will be presented at the County Board meeting as an action item on February 18, 2021.

**Follow Up:**

Forward to County Clerk for February 18, 2021 County Board meeting.

B. **Update on the Progress of Vaccine Distribution in Marathon County**

**Discussion:**

Joan Theurer reported as of February 1<sup>st</sup>, 13,104 vaccinations were given to Marathon County residents. This week, the State was only able to provide 27% of vaccines that were requested by healthcare systems and vaccinators. Health care workers, EMS, fire and police departments, and persons aged 65 and older are current groups eligible to receive the vaccination. As of March 1<sup>st</sup>, the next eligible groups to be vaccinated if supply is adequate, are education and child care, individuals enrolled in Medicaid long-term care programs, some public-facing essential workers, non-frontline health care essential personnel, facility staff and residents in congregate living settings. The county and state continue to have availability challenges, however, Theurer will continue to facilitate planning with our healthcare partners.

**Follow Up:**

No follow up needed.

C. **Wisconsin Legislator consideration to rescind Emergency Declaration**

1) **What does this mean for Marathon County operations?**

**Discussion:**

Administrator Leonhard reported the state assembly seeks to take up a joint resolution to rescind the emergency declaration directly effecting the mask mandate. An amendment to the resolution

will preserve federal funding for the nutritional aid/food assistance programs.

What does this mean for Marathon County? A masking policy was previously implemented for our employees and should not be impacted by any decisions made by the legislature. However, for an operational standpoint, Leonhard reached out to the WI Counties Association and requested insight by legal counsel for public access to county facilities.

**Follow Up:**

No follow up needed.

7. **Next Meeting Logistics and Topics:**

A. Next Scheduled Meeting: March 03, 2021 at 4:00 p.m.

8. **Announcements:** None were given.

9. **Adjournment**

There being no further business to discuss, **CHAIR BUTTKE ADJOURNED THE MEETING AT 5:22 P.M.**

Respectfully submitted by,  
Toshia Ranallo



# The Health and Human Services Committee

## Citizen Participation Public Hearing

### Minutes

Date & Time of Meeting: **Wednesday, February 3, 2021 at 4:00 pm**

Meeting Location: **Courthouse Assembly Room (B105), 500 Forest Street, Wausau WI**

The public hearing was called to order at 4:00 p.m. by Chair Tim Buttke to discuss agenda items 1-6 below. The following were present: Lance Leonhard, Jason Hake, Donna Krause and Toshia Ranallo. WebEx participants were: Tim Buttke, Michelle Van Krey, Kelly Gabor, Dennis Gonnering, William Harris, Tom Seubert, John Robinson, Jill Geoffroy, Chris Dickenson, Diane Sennholz, Joanne Leonhard, Vicki Resech, Vicki Tylka, Yvonne Quirk, and three unidentified callers.

1. Identification of total potential funds
2. Eligible CDBG activities
3. Presentation of identified community development needs
4. Identification of any community development needs by public
5. Presentation of activities proposed for CDBG application, including potential residential displacement.
6. Citizen input regarding proposed and other CDBG activities

#### **Discussion:**

The presentation was led by Director of Social Services and CDBG-CV Project Manager Vicki Tylka, Diane Sennholz with North Central Community Action Program (NCCAP) and Vicki Resech with MCDEVCO.

The Intent to Apply submitted on November 18, 2020 identified \$1,100,000 for grant assistance with the following breakdown:

- Rental /Mortgage Assistance \$500,000 - NCCAP
- Small Business Grants \$500,000 - MCDEVCO
- Administration Cost \$100,000

The project covers the townships that include all areas in Marathon County outside the Wausau City limits and has two primary goals: (1) preventing homelessness from eviction or foreclosure by providing rental or mortgage assistance and (2) ensuring the sustainability of Marathon County's small businesses, as the restrictions from COVID-19 have forced them to close and reopen with changing operating restrictions from the State and Health Department that decrease customers and revenue.

#### **Preventing Homelessness Due to Eviction or Foreclosure: Diane Sennholz**

North Central Community Action Program (NCCAP) would provide assistance to low income households who have a loss of income due to the effects of COVID, due to contracting COVID, or quarantining due to exposure to COVID. This pandemic has impacted an estimate of 500 households consisting of over 2100 individuals in Marathon County. Current funding streams are exhausted and CARES funding only applies to within the City of Wausau. The need for CDBG-CV funds could assist with rental/utilities for rural residents who rent a home or apartment. The NCCAP staff would meet with clients to provide the necessary screening. NCCAP would ensure households meet the criteria for this funding as well as provide to clients additional referrals to community resources. As a sub-recipient NCCAP would be responsible for the fiscal administration of the proposed activity (preparing vouchers, issuing checks to landlords or mortgage holders, complying with audit requirements, as well as the record keeping, demographic data capturing, and quarterly reporting requirements to Marathon County Government. NCCAP's experience in providing rental assistance and working collaboratively with community partners and in providing referrals expands over 40 years.



## **Sustainability of Small Businesses Directly Impacted by the COVID-19 Pandemic: Vicki Resech**

MCDEVCO has administered the City of Wausau CDBG funds for over 30 years and is contracted to also administer their CARES funding to assist the city's small businesses impacted by the pandemic.

The Marathon County pandemic fund would provide required assistance to businesses throughout the county that continue to struggle from having to close to reopening with ever changing requirements as the pandemic continues to grow. MCDEVCO would administer Five Thousand dollars (\$5,000.00) grants. Basic criteria for Marathon County business eligibility to receive a grant includes:

- Business must have been in operation as of March 25, 2020 and physically located in the Marathon County.
- Business must either have been closed as nonessential or had operations severely limited by the State of Wisconsin Safer-at-Home orders and continue to struggle to be sustainable with new regulations.
- Business must have 10 or fewer fulltime equivalent employees as of March 25, 2020.
- Sole proprietor and independent contractors are also eligible along with LLC's. and corporations that meet the requirements.
- Property management, real estate rental and real estate sales businesses are not eligible.
- Businesses already receiving funds from the SBA's Payroll Protection Program (PPP), Economic Injury Disaster Loan (EIDL) program, 20/20 Small Business, insurance disaster claims, and financial institutions cannot duplicate allocation of funding. No refinancing of debt allowed.
- For every grant received, a low-to-middle income position must be retained and/or created.
- 625 businesses throughout the county required financial assistance due to the direct impact of the COVID-19 pandemic.
- There is 10,129 small businesses in Marathon County which is the economic backbone for Marathon County to not only sustain but grow rural communities. Small business owners and employees pay local taxes to fund school, roads, and community programs.

The CDBG-CV application and resolutions will be presented to the County board on February 18, 2021. The application packet is due to the Bureau of Community Development on February 26, 2021. Public input was heard and the public hearing was closed at 4:36 p.m.

Respectfully submitted by  
Toshia Ranallo



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

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

Meeting Location: Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403

Members: John Robinson, Chair; Alyson Leahy, Vice-Chair; Craig McEwen, Kurt Gibbs, Yee Leng Xiong, Jonathan Fisher, EJ Stark

Others: Mary Jo Maly, Lance Leonhard, Kristi Palmer, Scott Corbett, Jason Hake, Connie Beyersdorff, Steve Cherek, Dejan Adzic, Frank Matel, Jean Maszk, Joan Theurer, Mike Puerner, Kim Trueblood

1. Call to Order by Chair Robinson at 3:30 pm
2. Public Comment Period -None
3. Approval of the Minutes of the January 26, 2021 Human Resources, Finance and Property Committee Meeting  
Motion by Gibbs and seconded by Fisher to approve the January 26 minutes; vote unanimous
4. Educational Presentations/Outcome Monitoring Reports-None
5. Operational Functions required by Statute, Ordinance, or Resolution:

A. Discussion and Possible Action by Human Resources and Finance and Property Committee

1. Discussion on Insuring Tax Deed Properties

Risk Manager Maly discussed the types of insurance that needs to be considered when reviewing tax deed properties. At this time, tax deed properties have liability insurance only. The properties can be insured for specific limit coverage which would be for actual cash value of the building only. If the buildings are vacant, we can insure them for a vacancy permit. Robinson-Do you want a policy in regards to insuring tax deed property? Gibbs-Should we have language that states if the property is destroyed, we are not responsible for providing a home for the tenant. It makes sense to look at the value of the property at the time of the taking and if the value is under than \$10,000 than it does not make sense to cover them as the deductible is \$10,000. It makes sense to insure those properties that are occupied and any property which the value is over \$10,000. The request of the committee is to ask Administration to develop a policy for insuring tax deed properties that includes items such as: if the assessed value of the improvements exceeded \$10,000 and the County will try to recover the cost of the insurance at the time of sale of the tax deed property. Gibbs-We may want to also add those properties that are owner occupied even if they are under \$10,000. Corporation Counsel will bring back a policy based on this criteria at a future meeting. No formal action taken.

2. Approval of the January 2021 Claims and Questioned Costs

Motion by Gibbs and seconded by Stark to approve the claims and questioned costs for January 2021; vote unanimous

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

1. Interdepartmental Budget Transfers

Motion by Gibbs and seconded by fisher to approve the transfers; vote unanimous

2. Marathon County Serving as a Regional Vaccination Site-Leonhard/Theurer

Joan Theurer the Health Officer discussed the County serving as a regional vaccination site. This site would to scale up to 1,000 vaccines a day. We will partner and provide outreach in the region and possible other duties as determined. Our recommendation for the site would be NTC –Wausau. It has the space and capacity to manage the vaccination center. The Board of Health has approved this as the County's role in the pandemic. Motion by Gibbs and seconded by Fisher to authorize administration and health department to be a regional vaccination site and execute a contract and provide information back to the committee when the contract is executed (if needed); vote unanimous

3. Denial of Claim-CMR Claims Department-Maly

Risk Manager Maly provided information on a claim by CMR on behalf of Frontier Communication. It is recommended by the County's insurance company to disallow the claim.

Motion by Stark and seconded by McEwen to disallow the claim; vote unanimous



4. Outcome Measurers for Strategic Plan Objective 3.8-Endure Marathon County is an Open, Inclusive and Diverse Place to Live and Work –*referred from the Executive Committee*

Supervisor Xiong reviewed Objective 3.8 as discussed at the Diversity Affairs Committee to have the most qualified individuals to work at Marathon County. The timeline has been extended to December 31, 2021 for County Administration to carry out the work. County Administrator Leonhard stated that the timeline for July 2021 should be extended to December 2021 and will be more easily met.

Robinson has language changes to outcome measurement 1 and extending the deadline. Therefore the Committee would recommend the above changes to reflect the measures recommended by the Diversity Committee and change in deadline for consideration at the Executive Committee.

Motion by Xiong and seconded by Leahy to modify Strategic Plan 3.8 Objective 1 to, “By December 31, 2021, County administration shall develop and present a policy aimed at building the most qualified workforce possible by recruiting, retaining and developing a diverse workforce (relative to race, gender, physical ability, personal experience, socio-economic status, etc.) to the Human Resource, Finance and Property Committee and the Diversity Affairs Commission”; vote unanimous

5. Potential Role for Marathon County In Community Partners Campus Project

Robinson received a memo from Community Partners for a funding request for a capital project for the Community Partners facility for a multi-purpose building for multiple non-profits. Corbett-Counties are created by the state and given their authority by the State and can complete only those activities as provided in the statutes. This is not one of the programs that the County can fund in regards to Community Partners. We do and can provide financial support to some of the non-profits that will reside in the building.

In light of Corporation counsel’s opinion we can relay to Community Partners that the County lacks of statutory authority to funding this capital project.

6. Resolution for the Reauthorization of Self-Insurance for Worker’s Compensation

Employee Resources Director Matel provided information on the need for a resolution for self-insurance for Worker’s Compensation to be approved every 3 years.

Motion by Gibbs and seconded by McEwen the reauthorize the; vote unanimous

7. Resolution Awarding the Sale of \$5,830,000 General Obligation Promissory Notes, Series 2021A

Motion by Gibbs and seconded by Fisher to move forward to County Board the Resolution Awarding the Sale of \$5,830,000 General Obligation Promissory Notes, Series 2021A contingency upon the committee meeting on February 25 to approve the bid award from February 25; vote unanimous

8. Resolution Awarding the Sale of Not to Exceed \$19,000,000 General Obligation Health Care Project Building Bonds, Series 2021B-Palmer

Motion by Gibbs and seconded by McEwen to move forward to County Board the Resolution Awarding the Sale of Not to Exceed \$19,000,000 General Obligation Health Care Project Building Bonds, Series 2021B contingency upon the committee meeting on February 25 to approve the bid award from February 25; vote unanimous

6. Policy Issues Discussion and Committee Determination

A. HR and Finance Committee Work Plan Prioritization Tool and Schedule

The packet has a schedule of the projects and reporting departments for each activity. These items would be a focus for the monthly educational meeting. Committee members will work with County Administration to assemble workgroups. The CIP policy would be a workgroup of people that would develop criteria and provide recommendations to the committee. Each workgroup meeting might need to be posted depending on the function of the workgroup. Corporation Counsel will bring back recommendations for the committee in regards to the workgroups. No formal action taken

1 Update on Work Plan Priority List with Programs, Outcomes and Activities

a. Evaluation of Marathon County’s Health Insurance Alternatives



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

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

page 3

Leonhard-The majority of this work will be completed by staff. Deputy Administrator Hake went through the team that will work through the Health Insurance RFP process. The County will post the RFP for a consultant to evaluate the health insurance options and all aspects of the plan and post an RFP for Health Insurance carriers and assist in the evaluation of these options.

i. Process to Evaluate Health Insurance Alternatives

ii. Role of the Human Resources, Finance and Property Committee

The role that we see the committee playing is through budget development and decision-making for the 2022 budget and beyond for the County benefit plan. Fisher commented that we will be looking at all options available for the County to maximize benefits and control costs for the health insurance benefit plan. Gibbs- There can be problems with Counties that receive a bid for service with low cost in year 1 and 2 but a sharp increase in future years and therefore, sustainability needs to be considered for long term success.

Informational item only; no formal action taken

### 7. Announcements:

Next Meeting Date- February 23, 2021 at 4:00 p.m.-Investment performance for 4<sup>th</sup> quarter will be presented  
2020 Sales Taxes revenues exceeded 2019 by 5.5%

Clerk Trueblood's staff reviewed the 65 tax properties that were in a County Clerk's file. Her staff was able to clear up all but 15 properties. She wanted to thank her staff for all of their hard work on this project.

### 8. Adjourn-Stark and Gibbs to adjourn at 5:35 pm



## MARATHON COUNTY INFRASTRUCTURE COMMITTEE MEETING MINUTES

Thursday, February 4, 2021, 9:00 a.m.  
Marathon County Highway Department, Wausau, WI

Attendance:	Present	Excused	Absent
Randy Fifrick, Chair	x		
Sandi Cihlar, Vice-Chair	x		
John Robinson	x		
Jeff Johnson	x		
Alan Christensen	x		
Richard Gumz	x		
Chris Dickinson	x		

**Also Present:** James Griesbach, Kevin Lang, Kendra Pergolski, Gerry Klein, Brian Grefe, Dave Mack, Andrew Lynch, Peter Weinschenk, Lance Leonhard, Renae Kuehl, Jason Hake

- 1. Call Meeting to Order:** The meeting was called to order by Chair Fifrick at 9:01 a.m.
- 2. Public Comment:** N/A
- 3. Approval of the Minutes of the January 7, 2021, Infrastructure Committee Meetings**  
**MOTION BY ROBINSON, SECOND BY DICKINSON, TO APPROVE THE MINUTES OF THE JANUARY 7, 2021, INFRASTRUCTURE COMMITTEE MEETING. MOTION CARRIED.**
- 4. Policy Issues Discussion and Potential Committee Determination:**
  - A. Edgeline/Centerline Rumble Strips**

**Discussion:** Renae Kuehl, SRF Consulting Group, presented to the committee the crash data from roadways in Marathon County collected by her firm. Kuehl reviewed the analytics with emphasis on potential crash areas; strategies to eliminate or reduce said crash areas; and the overall importance in reducing these fatalities through counter measures. Kuehl elaborated on segment prioritization through risk factors and their ability to mitigate future crashes. Kuehl also reviewed the effectiveness of rumble strips

**Action: MOTION BY ROBINSON, SECOND BY CHRISTENSEN, TO ADOPT A POLICY INCORPORATING EDGELINE & CENTERLINE RUMBLE STRIPS INTO THE SAFETY PLAN. MOTION CARRIED.**

**Follow through: N/A**
  - B. Possible Land Purchase for additional R/W along CTH "X" Parcel I.D. 14527071210101**

**Discussion:** Commissioner Griesbach presented the committee the opportunity to purchase the above referenced parcel for future highway expansion. The committee discussed questions in the language and opted to have it reviewed by Corp Counsel before proceeding.

**Action: MOTION BY ROBINSON, SECOND BY CIHLAR, TO PROCEED WITH MARKET ANALYSIS SUBSEQUENT TO REVIEW BY CORPORATION COUNSEL. MOTION CARRIED.**

**Follow through: N/A**
  - C. Annual Review of Resolution #0-36-19 for ATV/UTV Policy**

**Discussion:** Griesbach reviewed with the committee the currently policy in place and stated that the transition has been fairly seamless and has no recommendations for change.

**Action: N/A**

**Follow through: N/A**
  - D. Permit Fees**

**Discussion:** Griesbach expounded on last months' conversation regarding the current fee structure and provided the committee with a spreadsheet illustrating the cost associated with each permit. Griesbach noted that the fees have not been updated in roughly twenty years; the committee noted the importance and need to update fees on a regular basis to avoid large increases.

**Action: MOTION BY ROBINSON, SECOND BY CHRISTENSEN, TO ADOPT MODIFIED FEE STRUCTURE AND REFER TO COUNTY BOARD UPON NECESSITY.**

**Follow through: N/A**

5. **Operational Functions required by Statute, Ordinance, or Resolution: N/A**

6. **Educational Presentations and Committee Discussion:**

A. CCIT Update

**Discussion:** Report provided. Klein specifically cited the response to the RFP for the financial system replacement in hope to have rankings by March.

B. Commissioner's Report

**Discussion:** Griesbach updated the committee on current projects including brushing and patching/tarring.

7. **Announcements:**

- A. Future meetings and location, agenda topics  
March 4, 9:00 AM, 1430 West Street, Wausau

8. **Adjourn**

**MOTION TO ADJOURN BY ROBINSON, SECOND BY DICKINSIN. MOTION CARRIED.  
MEETING ADJOURNED AT 10:41 AM.**

Minutes prepared  
By Kendra Pergolski on February 8, 2021.



# MARATHON COUNTY PUBLIC SAFETY COMMITTEE MEETING

## DRAFT MINUTES

Date & Time of Meeting: **Wednesday, February 3, 2021 at 2:00 pm**

Meeting Location **WebEx/Courthouse Assembly Room, (B105), Courthouse, 500 Forest St., Wausau**

<u>Members</u>	<u>Present</u>	<u>Absent</u>
Matt Bootz, Chair	X	
Brent Jacobson, Vice-Chair	W	
Jenifer Bizzotto		X
Bruce Lamont	W	
Jean Maszk	W	
Allen Opall	W	
Arnie Schlei	W	

**Others Present:** Lance Leonhard, Kurt Gibbs, Jason Hake, Laura Yarie, Toshia Ranallo, Aaron Trotzer, Clint Ruesch, Judge Huber, Ted Teske, Aaron Franson and Shane Hardrath.

**Via Web or Phone:** Ruth Heinzl, Craig McEwen, Attorney Kay Yanke, Angie Wanta, Trevor Peterson, Erika Braatz, Trevor Peterson, six unidentified call-ins.

**1. Call Meeting to Order**

The meeting was called to order by Chair Matt Bootz at 2:00 p.m.

**2. Public Comment (15 Minutes) - None**

**3. Approval of the Minutes of the Public Safety Meeting on December 2, 2020**

**MOTION BY B. LAMONT SECOND BY J. MASZK TO APPROVE THE MINUTES OF THE DECEMBER 2, 2020 COMMITTEE MEETING. MOTION CARRIED.**

**4. Policy Issues Discussion and Committee Determination to the County Board for Consideration: - None.**

**5. Operational Functions Required by Statute, Ordinance or Resolution:**

- A. Resolution – Support for Amendments to 2019 Wisconsin Act 106 and WIS. STATS. § 343.31(1M)(B) Regarding Operating While Intoxicated (OWI) Offenses

**Discussion:**

Administrator Leonhard provided a brief overview of the OWI Treatment Court operations and recent WIS. STATS. § amendments relating to 5<sup>th</sup> and 6<sup>th</sup> OWI violations.

Judge Huber and Justice Coordinator Laura Yari reported on benefits and statistics supporting the program and urged the committee to approve the resolution.

Sandra La Du the Marathon County Jail Administrator gave a brief presentation on positive outcomes of recidivism rates and jail cost savings when compared to housing these offenders while they wait to go to prison, versus sending them to treatment court. She urged the committee to pass the resolution.

Public Defender Kat Yanke spoke in favor of the resolution stating the Marathon County Treatment Court is working. She is a liaison with state legislators and reported this topic will be discussed at their next session.

Testimonies were given from the following participants who have successfully completed the program. Clint Ruesch, Arron Trotzer, Aaron Franson, Shane Hardrath and Ted Teske. Letters were submitted by Erika Braatz and Wayne Baierl. They all shared their stories from hitting rock bottom to celebrating many years of sobriety and acclaimed their accomplishments to the OWI Treatment Court. "It is not about just keeping me sober, it helped me be successful and responsible in the world, it repaired my relationships that had suffered greatly. If I would have

Been sent to prison instead, today I would have nothing. No wife, no job, no home, no reason to stay sober.” All participants praised the OWI Treatment Court and requested the committee to pass the resolution in hopes to continue the program.

Numerous supervisors thanked and commended the participants for coming forward and sharing their stories and questioned whether the WI County Association would be lobbying in favor to continue treatment for 5<sup>th</sup> and 6<sup>th</sup> OWI offenders.

**Action:**

**MOTION BY J. MASZK SECONDED BY B. LAMONT TO APPROVE A RESOLUTION TO SUPPORT FOR AMENDMENTS TO 2019 WISCONSIN ACT 106 AND WIS. STATS. §.343.31(1M)(B) REGARDING OPERATING WHILE INTOXICATED (OWI) OFFENSES. MOTION CARRIED.**

**Follow Through:**

Forward to County Board for approval. Administrator Leonhard will follow up with the WI County Associations to see if it is on their docket for discussion.

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

A. Update on System Budgeting Progress

**Discussion:**

Chair Bootz reported the criminal justice workgroup met on 1/19/21. Jason Hake gave a brief overview of the highlights of the meeting which included participation from the Sheriff's and District Attorney's offices, County Administration, Clerk of Courts, Judges Huber and Moran as well as Supervisors Jacobson and Bootz. The focus of the discussion were goals, needs, and opportunities which lead to reduction in expenditures, creating efficiencies, sharing positions, and increasing revenues. Another meeting is scheduled for 2/15/2021 to continue the process to meet the June deadline discussed at a previous meeting.

**Follow Through:**

No follow through needed.

**7. Next Meeting Time, Location, Announcements and Agenda Items:**

A. Next meeting: **Wednesday, March 3, 2021 at 2:00 pm**

**8. Adjournment**

**MOTION BY J. MASZK SECOND BY B. LAMONT TO ADJOURN THE MEETING AT 3:15 P.M. MOTION CARRIED.**

Respectfully submitted by,  
Toshia Ranallo





# MARATHON COUNTY EXECUTIVE COMMITTEE

## DRAFT MINUTES

Date & Time of Meeting: **Thursday, February 11, 2021, at 4:00 p.m.**

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

Attendance:	Present	Absent	Vice-Chairs	
Kurt Gibbs, Chair	X			
Craig McEwen, Vice-Chair	X			
Matt Bootz	W		Brent Jacobson	X
Tim Buttke	W		Michelle Van Krey	W
Randy Fifrick	W		Sandi Cihlar	W
Sara Guild		Excused	Ka Lo	W
Jacob Langenhahn	W			
Alyson Leahy	W			
John Robinson	X			
E J Stark	W			

**Also Present:** Lance Leonhard, Jason Hake, Scott Corbett, Valerie Carrillo, Meg Ellefson, and Toshia Ranallo.

**Web/Phone:** Chris Dickenson, William Harris, Jean Mask, Sandi Cihlar, Yee Leng Xiong, Becky Buch, Joanne Leonhard, Samantha Solin, Chad Glaze, Peter Weinschenk, Vicki Tylka, Joan Theurer, Deb Hager, John Happli, and six unidentified callers.

**1. Call Meeting to Order**

Meeting was called to order by Chair Kurt Gibbs at 6:00 p.m.

**2. Public Comment (15 Minutes)**

None

**3. MOTION BY ROBINSON; SECOND BY MCEWEN TO APPROVE THE JANUARY 26, 2021 EXECUTIVE COMMITTEE MEETING MINUTES. MOTION CARRIED.**

**4. Policy Issues for Discussion and Possible Action**

**A. Survey Results Presentation by Former Deputy Administrator Deb Hager – Potential Improvements and Recommendations for the Board**

**Discussion:**

Previous Deputy Administrator Deb Hager presented survey results from interviews with County Board members as part of the County Board Taskforce’s deliberation regarding recommendations for County Board size. Interviews were conducted in late August and early September, 2020.

Prevalent themes were as follows:

- Collegial versus political approach to County Board/Committee work
- Investment in County Board supervisor education and development
- Better understanding of policy governance versus operations
- Increased transparency and accessibility to committee discussion and deliberation
- Improved communication with supervisors and the public about issues, status of policy development, hot button issues, etc.
- Respect and trust in committee process

The full report can be accessed here in the [packet](#)

On behalf of the Executive Committee and County Board, Chair Gibbs commended Hager and the Task Force for their hard work in developing the survey. He indicated there are clear opportunities that can be address immediately. Recording committee meetings would have some challenges, such as all committees meetings would have to be held at the courthouse and a cost analysis would need to be completed.

**Follow Up:**

Chair Gibbs will have a cost analysis prepared and will identify a funding source for recording committee meetings for the next Executive Committee meeting.

## **B. Marathon County serving as a Regional Vaccination Site**

### ***Discussion:***

The HR Finance & Property Committee recently discussed this issue. Joan Theurer the Health Officer stated she received a call from the Dept. of Health Services on 1/19/2021 asking if Marathon County would be interested in serving as a regional vaccination site for the County Emergency Readiness Coalition. There are several of these coalitions stationed around WI. Our region serves 12 counties ranging from Iron to Portage. The state was reaching out for a potential site in Marathon County to serve as a large scale vaccination site. The WI Dept. Health Service put out bids in late fall to secure a vendor called AMI, a national company that sets up testing and vaccination sites within the US. Marathon County is one of six sites being evaluated due to population density. Including Portage, we make up 2/3 of the population in our region. They also factor in what is called as social vulnerability. This targets populations that may not visit a traditional healthcare facility and/or certain ethnic groups that have been highly infected by COVID-19. Highways are seen as a hub for extended resources. The site would need to accommodate enough staff to vaccinate 1000 people per day. Theurer met with the state planning team as well as healthcare partners Aspirus and Marshfield who have extended their support for the regional site.

This week Rock County was selected as the first regional site and will be starting on Monday, February 15<sup>th</sup>. We are in the process of evaluating three sites and will make a decision and a recommendation to the state by the end of this week.

Robinson reported the Board of Health reviewed and is in full support of the site. This will help the Health Dept. staff to reach vulnerable populations and we will also need to develop strategies to help them.

### ***Action:***

**MOTION BY ROBINSON SECOND BY MCEWEN TO AUTHORIZE STAFF TO TAKE THE NECESSARY STEPS TO MOVE FORWARD IN HAVING MARATHON COUNTY BE A POTENTIAL LOCATION FOR A REGIONAL VACCINATION SITE. MOTION CARRIED.**

### ***Follow Up:***

Theurer will report the selected site to the state and await their decision.

## **C. Consideration of Response to PPA Farm City Dinner Advertisement**

### ***Discussion:***

Chair Gibbs reported Administration was made aware that the 89<sup>th</sup> PPA Annual Farm City Dinner is an in-person event being held at Stoney Creek Inn and Conference Center. The invitation has Marathon County's logo on it and it raises concern because it is contrary to the County's policy to hold in-person gatherings or events. PPA's President Chad Glaze and Executive Coordinator Samantha Solin were available to give insight and answer questions from the committee. They sincerely apologized for the miscommunication and offered to accommodate the County if a change should be needed.

A supervisor expressed concerned the event would be difficult to social distance.

A supervisor asked for clarification on what current methods of communication is used between the county and PPA and how can it be improved for the future. Moving forward, Glaze and Solin will double check with all their partners to ensure the use of their logos. Solin will also include the County Chair and Administrator to future emails.

A Supervisor questioned whether there will be social distancing because there was no reference to it on the invitation. Solin assured the committee they have been working with Stoney Creek and will encourage masks and social distancing.

Chair Gibbs thanked Glaze and Solin for their attendance and the opportunity to respond, and indicated we will all work on better communication moving forward.

### ***Follow Up:***

No follow up needed.

**D. Standing Committee meeting calendar invitations**

**1. Should staff send WebEx calendar invitations to all County Board members as default or upon request of non-committee members**

**Discussion:**

Chair Gibbs reported a Supervisor requested the Executive Committee discuss this matter. He further explained the two challenges to sending out WebEx invitations to all non-committee members. There could be a potential quorum if four members from another standing committee attended, and issues with having a blanket statement on all agendas stating a potential quorum could occur. Corporation Counsel advises against the blanket statement because it is not regarded as adequate public notice. Chair Gibbs suggested if a non-member of the committee would like to attend another committee, they contact the Committee Chair. The Chair would then monitor the non-committee member's attendance and then properly state on the agenda that a potential quorum of another committee could exist.

A Supervisor asked for an estimate of how many times requests are made? Gibbs - not enough data.

A Supervisor expressed concern and potential challenges of call in users and a potential quorum happening without the Chair's knowledge. Also, feels this may require a change to committee Chair's responsibilities under the county board rules and questions whether or not the Executive Committee should be taking any action on it.

A Supervisor historically attended many non-member committee meetings but thought it is somewhat nullified given the fact that all non-members of the committee can speak but not vote.

A Supervisor feels very disconnected and would like to have access to the meetings in order to stay on top of topics.

**Action:**

**ROBINSON MADE A MOTION SECONDED BY LANGENHAN TO REFER THIS ISSUE TO THE RULES OF REVIEW COMMISSION FOR DEVELOPING A RECOMMENDATION, UNTIL THEN, NON-COMMITTEE MEMBERS ARE ENCOURAGE TO CONTACT STAFF OR COMMITTEE CHAIR FOR ACCESS. MOTION CARRIED.**

**Follow Up:**

Forward to Rules of Review Commission.

**5. Operational Functions Required by Statute, Ordinance, or Resolution**

**A. Resolution To Adopt A Residential Anti-Displacement And Relocation Assistance Plan**

**Discussion:**

This is a requirement for the CDBG-CV Grant application packet even though it does not apply to our project.

**Action:**

**MOTION BY ROBINSON; SECOND BY FIFRICK TO APPROVE THE RESOLUTION TO ADOPT A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN. MOTION CARRIED.**

**Follow Up:**

Forward to the County Board for the February 18<sup>th</sup> meeting.

**B. Authorizing Resolution to Submit a Community Development Block Grant (CDBG) Application**

**Discussion:**

This is a requirement to submit the CDBG-CV Grant application packet.

**Action:**

**C. MOTION BY MCEWEN; SECOND BY LANGENHAHN TO APPROVE THE RESOLUTION TO SUBMIT A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION. MOTION CARRIED.**

**Follow Up:**

Forward to the County Board for the February 18<sup>th</sup> meeting.

**D. Resolution Celebrating Black History Month**

**Discussion:**

Supervisor Xiong reported the Diversity Committee passed this resolution celebrating Black History Month. Supervisor Robinson contacted Xiong after discovering a more detailed resolution that could better educate the public that recognizes many contributions from the black community. Xiong also supports the resolution.

**Action:**

**MOTION BY FIFRICK SECOND BY LANGENHAN TO APPROVE THE RESOLUTION BROUGHT FORWARD BY SUPERVISOR ROBINSON CELEBRATING BLACK HISTORY MONTH CHANGING THE FOOTNOTE FROM 43 SENTATORS TO 53. MOTION CARRIED.**

**Follow Up:**

Forward to the County Board for the February 18<sup>th</sup> meeting.

**E. Discuss Redistricting in light of Delayed Census Data**

**Discussion:**

Chair Gibbs reported this year the Executive Committee is to make a recommendation to appoint a Redistricting Committee. Once the decennial census information is received from the Census Bureau (usually no later than March 31<sup>st</sup>), there is a sixty 60 day window that the redistricting committee would need to develop a plan and make a recommendation to the county board for the number of seats in each district. North Central Regional Planning would then create maps based on the census data, state statutes, and number of seats set by the county Board. Another 60 day window would be set again to forward the plan to municipalities in order for them to look at their wards and then provide feedback to the county. Once we receive that feedback, the county board has another 60 days to make modifications and adopt the districts and forward it to the state for their feedback. There would also be a public hearing requirement.

Chair Gibbs serves on the WCA Executive Committee and the WCA Board of Directors as well as NACO, and he has been hearing the census data is going to be significantly late this year which presents a substantial challenge. The data could potentially be received after July 31<sup>st</sup>. There were preliminary discussions at the WCA for two options. To condense the windows to a 30 30 30 although Municipal Clerks felt this was not realistic in order to have required public hearings, board meetings and developing the districts. Option 2 would be to keep the current districts until 2022 and then continue with the process to be effective for the 2024 April elections for County Board Supervisory Districts.

**Follow Up:**

Gibbs will keep this committee informed on legislative decisions.

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

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

**Roll Call Vote was performed:**

Kurt Gibbs, Chair	Y
Craig McEwen, Vice-Chair	Y
Matt Bootz	Y
Tim Buttke	Y
Randy Fifrick	Y
Sara Guild	excused
Jacob Langenhahn	Y
Alyson Leahy	Y
John Robinson	Y
E J Stark	Y

A. Motion to Return to Open Session [Roll Call Vote not necessary]

**MOTION BY LANGENHAHN; SECOND BY FIFRICK TO RETURN TO OPEN SESSION. MOTION CARRIED.**

B. Possible Announcements or Action Resulting from Closed Session

**MOTION BY ROBINSON SECOND BY MCEWEN TO ACCEPT THE EXECUTIVE SUMMARY OF THE ADMINISTRATOR'S PERFORMANCE APPRAISAL FOR THE PERIOD OF JANUARY 2020 TO JANUARY 2021 AND TO BE PLACED IN THE ADMINISTRATOR'S PERSONNEL FILE. MOTION CARRIED.**

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

None

**3. Next Meeting Date & Time, Location, Future Agenda Items**

- Next Meeting: **Thursday, March 11 2021, at 4:00 p.m.** in the Courthouse Assembly Room

**4. Announcements**

None

**5. Adjournment**

There being no further business to discuss, **MOTION BY McEWEN; SECOND BY LANGENHAHN TO ADJOURN THE MEETING.** Meeting adjourned at 6:29 p.m.

Respectfully submitted by,  
Toshia Ranallo