



9. Review and discussion of Tuesday meeting agenda items:
  - a) Appointments:
    1. Land Information Council – Ryan Weber
    2. ADRC-CW – Dr. Kathy Meyer and Tony Omernik
    3. CCITC Citizen Member – Chet Strebe
  - b) Ordinances:
    1. Town of McMillan Rezone – Tim Vreeland on behalf of Rita Blenker #O-16-21
    2. Town of Green Valley – Jesse Richardson on behalf of Richard Miller #O-17-21
    3. Marathon County Health Department Licensing Program Ordinance #O-18-21
  - c) Resolutions:
    1. Health & Human Services Committee:
      - A. Resolution to Endorse 2021 Wisconsin Senate Bill 239  
([Wisconsin Legislature SB239 Bill Text](#)) #R-29-21
    2. Human Resources, Finance, and Property Committee:
      - A. Approve 2021 Budget Transfers for Marathon County Department Appropriations #R-30-21
      - B. A Resolution Amending the 2021 Capital Improvement Budget Funding for Highway Projects in the Amount of \$539,925 Transfer from 2021 Highway Fund Balance #R-31-21
      - C. Accept Donation of Property at 1312 N 16<sup>th</sup> Ave Wausau from Habitat for Humanity and Amending 2021 Budget to Account for such Donation #R-32-21
    3. Human Resources, Finance, and Property Committee, Environmental Resources Committee, and Forestry / Recreation Committee:
      - A. County Land Exchange in the Towns of Easton and Harrison #R-33-21
    4. Board of Commissioners, City-County Information Technology Commission:
      - A. [Approving City County Information Technology Commission Intergovernmental Agreement and Operating Agreement](#) #R-34-21
    5. Executive Committee and Diversity Affairs Commission:
      - A. Designating May 5, 2021 as a “Day of Awareness for Missing and Murdered Indigenous Women and Girls” in Marathon County. #R-35-21
      - B. Resolution Recognizing the Historical Significance of the Mexican Holiday of Cinco de Mayo – May 5. #R-36-21
10. Announcements and/or Requests
11. Adjourn

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



**APPOINTMENT**  
**Aging and Disability Resource Center Board**  
**of Central Wisconsin**

I, Kurt Gibbs, Chairperson of the Marathon County Board of Supervisors, do hereby upon approval of the Board, appoint the following to the Aging and Disability Resource Center Board of Central Wisconsin (ADRC-CW), for indefinite terms:

Dr. Kathy Meyer (Wood County), 111216 Marsh Road, Marshfield (replacing Larry Lebal)

Tony Omernik (Marathon County), 155560 Restlawn Road, Wausau (replacing Sharon Rybacki)

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

---

Kurt Gibbs, Chairperson  
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 appointment was confirmed by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held May 25, 2021.

S E A L

---

Kim Trueblood  
Marathon County Clerk

**TONY OMERNIK**  
155560 Restlawn Road  
Wausau, Wisconsin 54403  
(715) 432-2079  
E-mail: tonyomernik@gmail.com

---

Experienced Professional with over forty years of not-for profit organization experience driving change through strategic planning and resource development. Effective leadership and organization management skills. Excellence in programming toward achieving organization objectives through community outreach, collaboration and education efforts. Proven performance in financial development and volunteer management toward fulfilling the organization mission.

---

## **PROFESSIONAL EXPERIENCE**

**UNITED WAY OF MARATHON COUNTY, Wausau, WI** October 2010 – October 2018

*Director, Retired and Senior Volunteer Program*

Development and management of a new federal grant funded program focused on recruitment of older adults age 50 and over to become involved in volunteering with agencies serving critical community needs.

**MARATHON COUNTY HEALTH DEPARTMENT, Wausau, WI** June 2009 – January 2010

*Public Health Educator, Northwoods Emergency Preparedness Consortium*

Provided training, education, consultation and technical support in public health emergency preparedness for 14 local public health departments and 6 tribal agencies in northern Wisconsin. Supported local public health and tribal agency efforts in responding to the H1N1 Pandemic in their communities.

**AMERICAN RED CROSS, Wausau, WI** March 2003 – June 2009

*Executive Director, Marathon County Chapter*

Administration of a not-for-profit organization providing a wide range of humanitarian services to the residents of Marathon County. Responsibilities included program development and implementation, personnel management, resource development, agency collaborations and Chapter management.

**CITY OF MARINETTE, Marinette, WI** February 1999-March 2003

*Director, Recreation Department*

Administration of a citywide recreation program serving youth and adults. Responsibilities included program development and implementation, risk management, personnel and facilities management. Operating budget of over \$650,000 and a staff of four full-time and over 100 temporary employees.

**WISCONSIN LIONS FOUNDATION, INC., Rosholt, WI** 1977-February 1999

*Director, Wisconsin Lions Camp, Rosholt, WI*

Administration of a year-round outdoor center specializing in programs serving persons with disabilities including a three-month summer camp serving over 1,600 visually impaired, hearing impaired, and mild cognitively disabled campers along with an outdoor center rental program.

**GIBRALTAR AREA SCHOOLS, Fish Creek, WI** 1974-1977

*Teacher and Coach*

Developed curriculums for teaching elementary physical education and junior high health education. Coached high school track and cross-country. OSHA Health & Safety Director of the school district, directed the intramurals program and outdoor education program. Nominated for Teacher of the Year.

## **PROFESSIONAL EXPERIENCE Continued...**

### **Major Awards/Honors:**

- Governor's Service Award- Volunteer Engagement (2017) – Corporation for National and Community Service
- Dedicated Service Award (2007) – United Way of Marathon County
  - Birch Sturm Fellowship for Humanitarian Service (1998) - Wisconsin Lions Foundation.
  - Golden Quill Award-American Camping Association (1990) for development of a Strategic Planning Model for residential camps and small non-profit organizations.
  - International President's Award – Lions Clubs International (1980) for founding the Conference of Lions Camps to develop therapeutic residential camping programs for youth and adults with disabilities

## **EDUCATION**

**Master of Public Administration**, University of Wisconsin - Oshkosh, Oshkosh, WI

**Bachelor of Science**, University of Wisconsin - La Crosse, La Crosse, WI

Majors: Health Education, Physical Education

**Mini MBA Non-Profit Management**, University of St. Thomas, Minneapolis, MN

### **Professional Certifications:**

Certified Retirement Coach, Career Partners International, 2016

Disaster Services Instructor, American Red Cross, 2009

Fund Raising Management Certification, University of St. Thomas, Minneapolis, MN 2006

Certified Parks, Recreation, Leisure Professional, National Parks & Recreation Association, 2001

Certified Aquatic Facility Operator, National Parks, and Recreation Association, 2001

Fund Raising Management Certification, Indiana University School of Philanthropy, 1999

Certified Conference Center Administrator, Intl. Assoc. of Conference Center Administrators, 1998

Non-Profit Administration Certification, Marquette University, Milwaukee, WI, 1998

Certified Camp Director, American Camping Association, Bradford Woods, IN, 1984

### **Continuing Professional Development:**

National Incident Management Training Courses – ICS 100 through 800 level, 2009

Disaster Response Operations and Disaster Recovery Operations Courses, UW – Green Bay, 2009

Group Process and Facilitation Skills Workshop, UW –Stevens Point, 2009

Leadership Training Program, Wausau Area Chamber of Commerce, Wausau, WI 2007

Principles and Practices of Emergency Management, UW- Green Bay, Green Bay, WI 2006

Communicator's Training Workshop, American Red Cross, 2006

Partners in Progress – National Fundraising Workshop, American Red Cross, 2002

Midwest Fundraising Conference, American Red Cross, 2001, 2002, 2003

Disaster Services Training, American Red Cross, 2001-2007

Media Communications Training, American Red Cross, 2001, 2006

Financial Management for Non-Profits, University of St. Thomas, Minneapolis, MN, 1997

Graduate Coursework in Education, UW-Stevens Point, Stevens Point, WI, 1978-1980

**COMMUNITY SERVICE – Wausau, WI 2004-Present**

Good Shepherd Lutheran Church,  
Church Council Member, 2021  
Healthy Aging Coalition of Marathon County  
Founding Member and Facilitator, 2019 – Present  
Non-Financial Planning for Retirement Workshops, 2019 -Present  
Aging and Disability Resource Center  
Advisory Committee Member, 2019, -Present  
Living With Chronic Health Conditions Leader, 2019 - Present  
United Way of Marathon County  
Retire United Steering Committee Member, 2019 –Present  
RSVP Member, 2018 - Present  
First Call 211 Committee Member, 2005-2009  
Board of Directors (Agency Representative) 2008, 2009  
Basic Needs Impact Team Member, 2004-2006

**COMMUNITY SERVICE – Marinette, WI 1999-2003**

American Red Cross – State of Wisconsin  
State Service Council, 2001-2003  
Volunteer Development Committee, 2001-2003  
American Red Cross Marinette-Menominee Chapter  
Board of Directors 1999-2003  
Chairman – Board of Directors, 2000-2003  
Chairman – Financial Development and Human Resources, 2000-2003  
Healthy Youth Coalition of Marinette-Menominee Counties  
Committee Member, 2001-2003  
Fatherhood Alliance- Committee Member, 2000-2003  
Marinette Area Chamber of Commerce  
Tourism Committee, 1999 – 2003  
July 4<sup>th</sup> Celebration Committee, 2000-2003  
MACC/Firecracker Run Committee, 2000-2003

**COMMUNITY SERVICE – Rosholt, WI 1977 -2002**

Rosholt Area Education Foundation, 1995 -1999  
Portage County Emergency Medical Services Association (Secretary/Treasurer), 1992-1995  
Rosholt Area First Responders (President, Coordinator), 1992-1995  
Portage County Citizens Groundwater Advisory Committee, 1989-1991, 1997-1999  
North Central Area Health Planning Board (Board of Directors), 1982-1983  
Rosholt Area Clinic Corporation (President), 1981-1982  
Portage County Emergency Medical Services Task Force, 1980-1981



Jonette Arms <jonette.arms@adrc-cw.org>

---

## Board Member Application

1 message

---

**admin@adrc-cw.org** <admin@adrc-cw.org>  
To: jonette.arms@adrc-cw.org

Tue, Apr 27, 2021 at 4:58 PM

Jonette,

A new Board Member Application has been received from Name: Tony Omernik.

Phone number: 17154322079

Home Address: 155560 RESTLAWN RD

Email: [tonyomernik@gmail.com](mailto:tonyomernik@gmail.com)

Do you have any previous experience serving on government or nonprofit boards or committees?: Yes. Have served on the following: American Red Cross -Marinette/Menominee Chapter, North Central Health Planning, Rosholt Area Clinic Corporation, Rosholt Education Foundation, Good Shepherd Lutheran Church Council, American Camping Association-Wis. Section along with numerous nonprofit and governmental committees.

Please tell us why you are interested in serving on the ADRC-CW Board.: I have a strong belief in helping older adults live their best lives as they age. This is why I became a certified retirement coach and volunteer my services to provide free workshops on non-financial planning for retirement, volunteer with the ADRC-CW, and organized the Healthy Aging Coalition of Marathon County to promote collaboration among agencies providing services to older adults in our community. I believe if I were chosen to serve on the ADRC-CW Board I can offer my skills and experiences to further help both older adults and persons with disabilities to live their best lives.

We need board members who represent the customers we serve. Are you qualified to represent any of the following? Check all that apply.: Older persons, age 60 or older





### CITIZEN BOARD MEMBER APPLICATION

Name: Kathleen M. Meyer, MD \_\_\_\_\_ Phone (715)384-2871 \_\_\_\_\_

Address 111216 Marsh Rd \_\_\_\_\_ City: Marshfield Zip 54449

E-mail: meyer.k.marie@gmail.com ***You may also attach a brief bio with this application.***

Do you have any previous experience serving on government or nonprofit boards or committees?

For about eighteen years of my service as a physician at the Marshfield Clinic, we were all board members so I got to see Robert’s Rules in action. I am currently the Board President of a new nonprofit working on a new concept in healthy aging, affordable housing, and integration of adults with autism into the community.

Please tell us why you are interested in serving on the Aging & Disability Resource Center of the Central Wisconsin Board.

I bring the voice of a parent of an adult child with severely debilitating autism, as well as the voice of a physician who has cared for people of all ages with significant exposures to multiple cultures. I cared for a variety of disabilities in my practice over the years.

We need board members who represent the customers that we serve. Are you qualified to represent any of the following? **Check all that apply.**

- Older persons, age 60 or older
- Adults with physical disabilities
- Adults with developmental disabilities
- Adults with mental health disabilities
- Adults who have experienced substance abuse
- Family caregivers or legal guardians
- Youth 16-17 years who will soon receive adult services

Please explain, as you feel necessary: \_\_\_\_\_

Please return this application and if desired your brief bio to **Attention: Executive Director at [adrc@adrc-cw.org](mailto:adrc@adrc-cw.org) or 2600 Stewart Avenue, Suite 25, Wausau, WI 54401.**

**Antigo**  
715-627-6232  
1225 Langlade Rd  
Antigo, WI 54409

**Marshfield**  
715-384-8479  
300 S Peach Ave  
Suite 1  
Marshfield, WI 54449

**Merrill**  
715-536-0311  
607 N Sales St  
Suite 206  
Merrill, WI 54452

**Wausau**  
715-261-6070  
2600 Stewart Ave  
Suite 25  
Wausau, WI 54401

**Wisconsin Rapids**  
715-421-0014  
220 3<sup>rd</sup> Avenue S  
Suite 1  
Wisconsin Rapids, WI 54495

Toll Free: 1-888-486-9545 Email: [adrc@adrc-cw.org](mailto:adrc@adrc-cw.org) Website: [www.adrc-cw.org](http://www.adrc-cw.org)

***WE PROVIDE WELCOMING, TRUSTWORTHY, RESPECTFUL, COLLABORATIVE, AND EMPOWERING SERVICES, PROGRAMS, AND OPPORTUNITIES.***

**ADRC-CW Board Reviewed and Approved: March 12, 2020**

Curriculum Vitae  
Kathleen M. Meyer, MD  
[Meyer.k.marie@gmail.com](mailto:Meyer.k.marie@gmail.com)  
111216 Marsh Rd  
Marshfield WI  
715 384-2871

**Member of Aging and Disabilities Resource Center Advisory Committee** for  
Central Wisconsin from October 2019 to present

**Founder and President of the Board** November 2018 to present  
E.N.C. Inc., a 501c3 nonprofit organization with a mission to create a social  
community for seniors and persons with autistic features to promote a healthy  
meaningful life, helping to combat the loneliness crisis

**Plastic Surgeon**  
The Marshfield Clinic Jan 1995-June 2018  
Marshfield, WI

**Hand and Microvascular Surgery Fellowship**  
The University of Pittsburgh June 1993 to June 1994 Pittsburgh, PA

**Plastic Surgery Fellowship**  
University of Wisconsin June 1991 to June 1993 Madison WI

**General Surgery Residency**  
Waterbury Hospital Health Center June 1984 to June 1990 Waterbury, CT

**Surgeon**  
Site II Khmer refugee hospital Sept 1985 to April 1986 Aranyaprathet, Thailand (on  
the Cambodian border) Working for The American Refugee Committee

## **Education**

1984 The University of Michigan Medical School  
MD

1982 The University of Michigan BS Biomedical Sciences

## **Board Certifications**

American Board of Surgery 1991 now expired  
American Board of Plastic Surgery 1997  
Certificate of Additional Qualifications in Hand Surgery





## Marathon County Citizen Participation Form

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

### Contact Information

**Date**

4/16/2021

**First Name \***

Chet

**Last Name \***

Strebe

**Address: \***

6212 Caseyrae Court

**City: \***

Weston

**Zip Code: \***

54476

**Phone \***

(715)203-1201

**Email \***

cstrebe@hotmail.com

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

25

**Occupation/Employer, if applicable**

Associate Vice President of Information Technology and Chief Information Officer  
Northcentral Technical College

### Business Information

**Business Name**

**Address:**

**City:**

**Zip Code:**

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

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

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

I am passionate about looking for opportunities to use technology to enhance our day to day lives. I am also looking for an opportunity to use my experience to give back to our community.

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

I am attaching my resume which outlines my years of service in IT management.

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

I am a member of Wisconsin's statewide cyber response team, a board member for the Wausau Community Area Network, and an executive team member on the Midwest Higher Education Compact Technology Committee.

**Other Community Involvement**

**References(Please Include 3)**

**Reference**

**First Name \***

Lori

**Last Name \***

Weyers

**Address:**

1229 Evergreen Road

**City:**

Wausau

**Zip Code:**

54403

**Phone \***

(715)803-1060

**Relationship to You \***

Supervisor

**First Name \***

Patrick

**Last Name \***

Puyleart

**Address:**

7403 Strawflower Circle

**City:**

Wausau

**Zip Code:**

54401

**Phone \***

(715)571-6177

**Relationship to You \***

Colleague

**First Name \***

Paul

**Last Name \***

Henfer

**Address:**

**City:**

Wausau

**Zip Code:**

54401

**Phone \***

(715)389-6515

**Relationship to You \***

Colleague

### **Additional Information**

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

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

Chet A Strebe Resume.docx

24.94KB

250 MB maximum file size

**Signature \***



Please sign here:

# Chet A. Strebe

Weston, WI 54476 • (715) 551-6485 • cstrebe@hotmail.com • [LinkedIn](#)

---

## EXECUTIVE INFORMATION TECHNOLOGY MANAGEMENT

### Strategic Planning & Implementation / Budget Administration / Instructional Technology Integration

Detail-oriented and conscientious C-level technology executive with 15+ years' experience managing all technology-related decisions and strategic planning. Demonstrate rare paring of in-depth technical understanding with exceptional leadership and communications ability. Passionate advocate of technology integration into the instructional environment and a long track record of producing positive educational outcomes. Talented communicator and trainer committed to effectively facilitating greater understanding of information systems in the classroom. Consistent record of outstanding performance under even the most demanding of circumstances.

#### **Core competencies include:**

- Philosophy, Mission, & Vision Setting
- Policy Design & Implementation
- Project & Program Development
- Internal Operational Process Improvement
- Data Security & Risk Management
- Regulatory & Standards Compliance
- Multisite Operations Oversight
- Staff Recruitment & Training
- Teacher Training
- DoD Top Secret SCI Security Clearance

---

## PROFESSIONAL EXPERIENCE

---

### NORTHCENTRAL TECHNICAL COLLEGE, Wausau, WI ASSOCIATE VICE PRESIDENT/CHIEF INFORMATION OFFICER (6/2001 – Present)

Define scope and lead operation and implementation of all telecommunications and information systems technology in alignment with District's mission. Balance demands of existing strategic plans with executive limitations and ends statements. Spearhead comprehensive planning for distance learning infrastructure, interactive television technologies, college-wide communications, as well as information and administrative systems, both hardware and software.

#### **Selected accomplishments:**

- Administer capital and operational budget totaling over \$8M and have never exceeded allotment.
- Identified and introduced cutting edge life safety technologies across the college campus.
- Contribute expertise to implementation of technology solutions for new disaster recovery site.
- Lead 30 technical experts on a team comprised of exceptionally talented specialists in network design and implementation, video conferencing, instructional classroom design, Cisco voice system, PeopleSoft development, and cloud applications.
- Secured \$2M federal Broadband Technology Opportunities Grant for improvements to Community Area Network Project.

...continued...

---

**ADDITIONAL EXPERIENCE**

---

NORTHCENTRAL TECHNICAL COLLEGE, Wausau, WI  
**COORDINATOR OF THE EMERGING TECHNOLOGY CENTER (6/1996 – 6/2001)**

Headed Emerging Technology center and offered insights to college administration on potential of new and cutting-edge technology along with guidance on effective integration into teaching and learning setting. Provided advice on planning for future adoption and best way forward following introduction. Executed projects for research, design, and launch of educational and information systems on campus. Administered college network and e-mail systems and ensured operation in compliance with policies, procedures, and standards. Developed and offered staff training on all relevant systems

***Selected accomplishments:***

- Led college-wide video conferencing upgrade program, coordinating installation, systems integration, troubleshooting, and ongoing technical support.
- Took on duties of retiring ITV area head, contributing technical expertise for this department in addition to existing role with Emerging Technology Center.

•• ••• ••

*Additional experience with Wisconsin Department of Transportation and the United States Air Force.*

---

**EDUCATION & CREDENTIALS**

---

NORTHCENTRAL UNIVERSITY — San Diego, CA  
**Doctor of Business Administration in Management Information Systems**

UNIVERSITY OF WISCONSIN STOUT — Menomonie, WI  
**Master of Science in Information and Communication Technologies**

LAKELAND COLLEGE — Sheboygan, WI  
**Bachelor of Arts in Computer Science**

METROPOLITAN COMMUNITY COLLEGE — Omaha, NE  
**Associate of Applied Science in Computer Programming**

COMMUNITY COLLEGE OF THE AIR FORCE  
**Associate of Science in Information Systems Technology**

***Professional Development***

Computer/Communication Systems Operations School – Keesler Air Force Base  
Supervisors Safety Training Program  
Introduction to Project Management

***Professional Affiliations***

Board Chair for Wausau Community Area Network  
Member of Midwestern Higher Education Compact Technologies Executive Committee

***Technical Proficiencies***

Lotus Notes System Admin – PeopleSoft PeopleTools – HP-UX – Logical Data Design – ArcView II  
Microsoft Office Suite – UNIX System V Administration – UNIX Korn Shell Scripting  
MsMail Administration – Oracle – Windows Server – Joint Application Development  
Office 365 – Microsoft Visio – Microsoft Project – Microsoft Teams – Windows OS  
Smartsheet – Google Docs – Ubuntu – Dreamweaver – Genetec Security Center – Perceptive Content



**ORDINANCE # O -16-21**

**Town of McMillan 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 Tim Vreeland on behalf of Rita Blenker to amend the Marathon County Zoning Ordinance to rezone lands from F-P Farmland Preservation to R-R Rural Residential described as part of the W ½ of the SE¼ and SE1/4 of the NE ¼ of Section 29, Township 26 North, Range 03 East, Town of McMillan. The parcel proposed to be rezoned is 55.413 acres in size with a Parcel PIN# 056.2603.294.0958

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

WHEREAS, the Committee, on due notice, conducted a public hearing thereon, pursuant to Section 59.69, Wisconsin Statutes on May 4, 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 McMillan 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 4<sup>th</sup> day of May, 2021

**ENVIRONMENTAL RESOURCES COMMITTEE**

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

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

/s/ David Oberbeck

Dated this 25th day of May, 2021

---

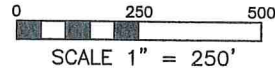
Kurt Gibbs – Marathon County Board Chair

# PLAT OF SURVEY

PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 3 EAST, TOWN OF MCMILLAN, MARATHON COUNTY, WISCONSIN.

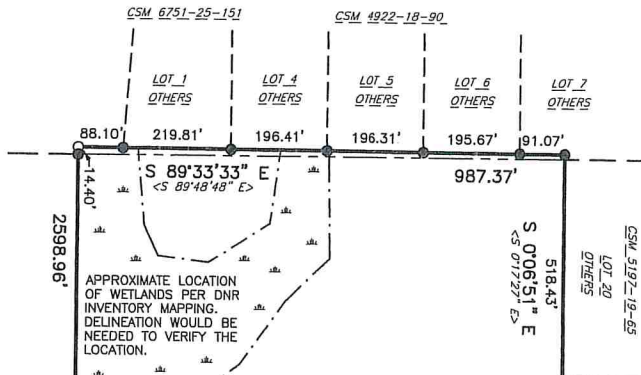
<b>VREELAND ASSOCIATES, INC.</b> 6103 DAWN STREET WESTON, WI. 54476 PH (715) 241-0947 tim@vreelandassociates.us		PREPARED FOR: <b>RITA BLENKER</b>
FILE #: 20-0212 BLENKER	DRAFTED BY: TIMOTHY G. VREELAND	DRAWN BY: TIMOTHY G. VREELAND

NORTH 1/4 CORNER SECTION 29-26-3 EAST EXISTING 1" IRON PIPE



### LEGEND

- ⊙ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
- = 1.315" OUTSIDE DIAMETER x 24" IRON PIPE 1.68 POUNDS PER FOOT SET
- = 1.315" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
- < > = PREVIOUSLY RECORDED AS CSM = CERTIFIED SURVEY MAP



APPROXIMATE LOCATION OF WETLANDS PER DNR INVENTORY MAPPING. DELINEATION WOULD BE NEEDED TO VERIFY THE LOCATION.

55.413 ACRES  
2,413,793 SQ.FT.

DRAGONFLY RD.

### SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF RITA BLENKER, I SURVEYED AND MAPPED THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 3 EAST, TOWN OF MCMILLAN, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29; THENCE S 89°37'18" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 1316.50 FEET; THENCE N 0°06'19" W 386.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°37'18" W ALONG THE NORTH LINE OF LOT 1 OF CSM DOC. # 1814753 430.00 FEET; THENCE S 0°06'19" E ALONG THE WEST LINE OF SAID LOT 1 353.00 FEET TO THE NORTH LINE OF MANN STREET; THENCE N 89°37'18" W ALONG THE NORTH LINE OF MANN STREET 557.38 FEET; THENCE N 0°06'45" W 2598.96 FEET; THENCE S 89°33'33" E ALONG THE SOUTH LINE OF CSM 6751 AND CSM 4922 987.37 FEET; THENCE S 0°06'51" E ALONG THE WEST LINE OF CSM 5197, CSM 5202 AND CSM 5201 2244.88 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 SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.



TIMOTHY G. VREELAND P.L.S. 2291  
DATED THIS 24TH DAY OF SEPTEMBER, 2020  
SURVEY PERFORMED SEPTEMBER 23RD, 2020

UNWEALED LANDS OWNED BY OTHERS

BEARINGS REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 BEARING S 89°37'18" E PER WISCONSIN COUNTY COORDINATE SYSTEM (MARATHON) NAD83 (2011)



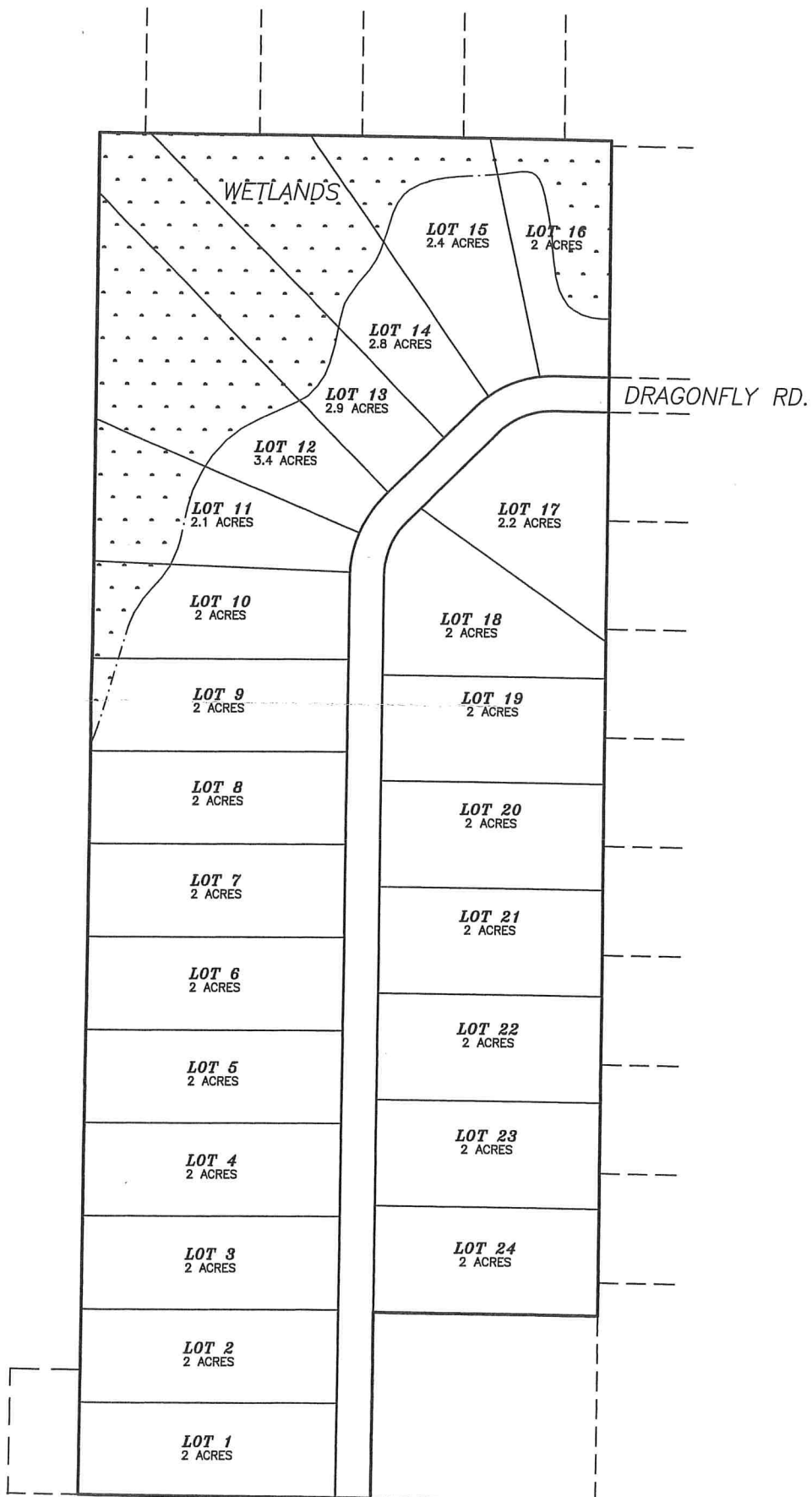
SOUTH 1/4 CORNER SECTION 29-26-3 EAST SMP SPIKE FOUND

**MANN STREET**

SOUTHEAST CORNER SECTION 29-26-3 EAST SMP SPIKE FOUND

**PRE-PRELIMINARY LAYOUT**

PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 3 EAST, TOWN OF MCMILLAN, MARATHON COUNTY, WISCONSIN.



**MANN STREET**

STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF MCMILLAN )

**RESOLUTION ON ZONING ORDINANCE AMENDMENT**

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Patti Rahn, Clerk of the Town of McMillan, 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 McMillan Town Board at a meeting held on the 12<sup>th</sup> day of April, 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 McMillan Town Board considered on the 12<sup>th</sup> day of April, 2021, petition of Tim Vreeland on behalf of Rita Blenker to amend the Marathon County Zoning Ordinance to rezone lands from F-P Farmland Preservation to R-R Rural Residential described as part of the W 1/2 of the SE 1/4 and SE 1/4 of the NE 1/4 of Section 29, Township 26 North, Range 03 East, Town of McMillan. The parcel proposed to be rezoned is 55.413 acres in size with a Parcel Pin# 056.2603.294.0958

The Town of McMillan 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: *Town is aware of error on application & is relying on CPZ staff to address with ERC.*

The Town of McMillan 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 *Lette Lake*  
Town Board *Robert Taylor*  
*W. Mason*  
*Karin Howard* *Ray J. Gray*

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before April 27, 2021 to:

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

**ORDINANCE # O -17-21**  
**Town of Green Valley 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 Jesse Richardson on behalf of Richard Miller to amend the Marathon County Zoning Ordinance to rezone lands from G-A General Agriculture to R-E Rural Estate described as part of the E ½ of the SE¼ of Section 10, Township 26 North, Range 05 East, Town of Green Valley. The area proposed to be rezoned is 5.153 acres in size with the parent parcel Address: 133808 County Road C, Mosinee WI 54455; PIN# 030-2605-104-0966

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

WHEREAS, the Committee, on due notice, conducted a public hearing thereon, pursuant to Section 59.69, Wisconsin Statutes on May 4, 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 Green Valley 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 4<sup>th</sup> day of May, 2021

ENVIRONMENTAL RESOURCES COMMITTEE

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

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

/s/ David Oberbeck

Dated this 25th day of May, 2021

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

**DRAFT**

**CERTIFIED SURVEY MAP**

**MARATHON COUNTY NO. \_\_\_\_\_**

**VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_**

PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 28 NORTH, RANGE 8 EAST, TOWN OF GREEN VALLEY, MARATHON COUNTY, WISCONSIN.

**VREELAND ASSOCIATES, INC.**  
 6103 DAWN STREET WESTON, WI. 54476  
 PH (715) 241-0947 OR FAX 715-241-8828  
 tim@vreelandassociates.us

---

OWNER: **RICHARD MILLER**

---

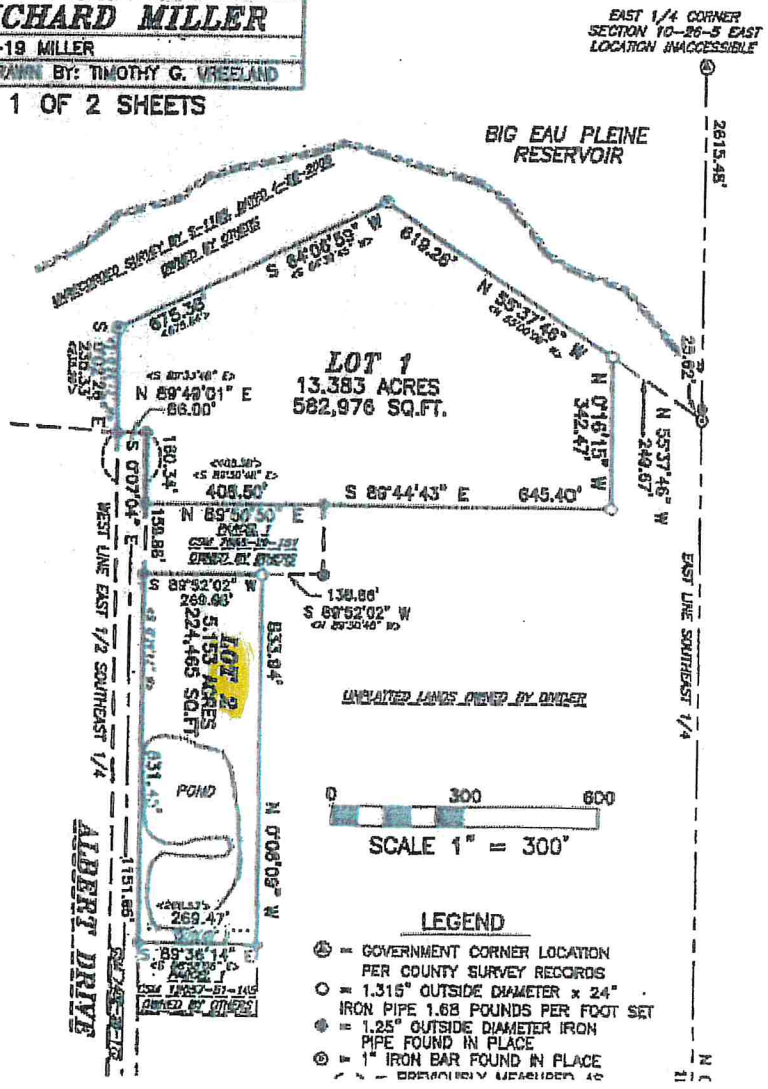
FILE #: M-405-19 MILLER

---

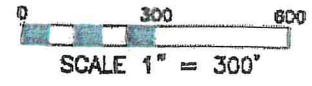
DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND

SHEET 1 OF 2 SHEETS

REMARKS REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 BEING 3' SETBACK W PER WISCONSIN COUNTY GOVERNANCE SYSTEM (ADMINISTRATIVE RECORD (2011))



EAST 1/4 CORNER SECTION 10-28-S EAST LOCATION UNACCESSIBLE



- LEGEND**
- ⊙ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
  - = 1.315" OUTSIDE DIAMETER x 24" IRON PIPE 1.68 POUNDS PER FOOT SET
  - = 1.25" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
  - ⊙ = 1" IRON BAR FOUND IN PLACE
  - ⋄ = PREVIOUSLY MARKED AS

**MARATHON COUNTY CERTIFIED SURVEY MAP 12057**

I, **LaVerne H. Mosher**, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped Parcel 1 of Certified Survey Map Number 11680, recorded in Volume 49 of Certified Survey Maps, Page 161 together with part of the Southeast 1/4 of the Southeast 1/4 of Section 10, Township 26 North, Range 5 East, Town of Green Valley, Marathon County, Wisconsin; described as follows:

Commencing at the Southeast corner of said Section 10, Township 26 North, Range 5 East; thence S 89° 46' 08" W along the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 10, 1250.91 feet; thence N 00° 29' 12" E along the East right-of-way line of Miller Road, 480.93 feet to the point of beginning of the parcel to be described; thence continuing N 00° 29' 12" E along the said East right-of-way line of Miller Road, 192.16 feet; thence S 88° 58' 06" E, 269.53 feet; thence S 00° 29' 12" W, 192.16 feet; thence N 88° 58' 06" W, 269.53 feet to the point of beginning.

That I have made such survey, land division and plat by the direction of **Richard A. Miller, Sr.**

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, Chapter A-E 7 of the Wisconsin Administrative Code and the Subdivision Regulations of the County of Marathon and the Town of Green Valley in surveying, dividing and mapping the same.

Dated this 25th day of September, 2001.

*LaVerne H. Mosher*

**LaVerne H. Mosher**  
R. L. S. No. S-1188



Prepared by:  
**LEM SURVEYING**  
4203 SCHOFIELD AVENUE  
SCHOFIELD, WI 54476

**SHEET 2 of 2 SHEETS**

Prepared for:  
**Richard A. Miller, Sr.**  
333 C.T.H. "S"  
Mosinee WI 54453

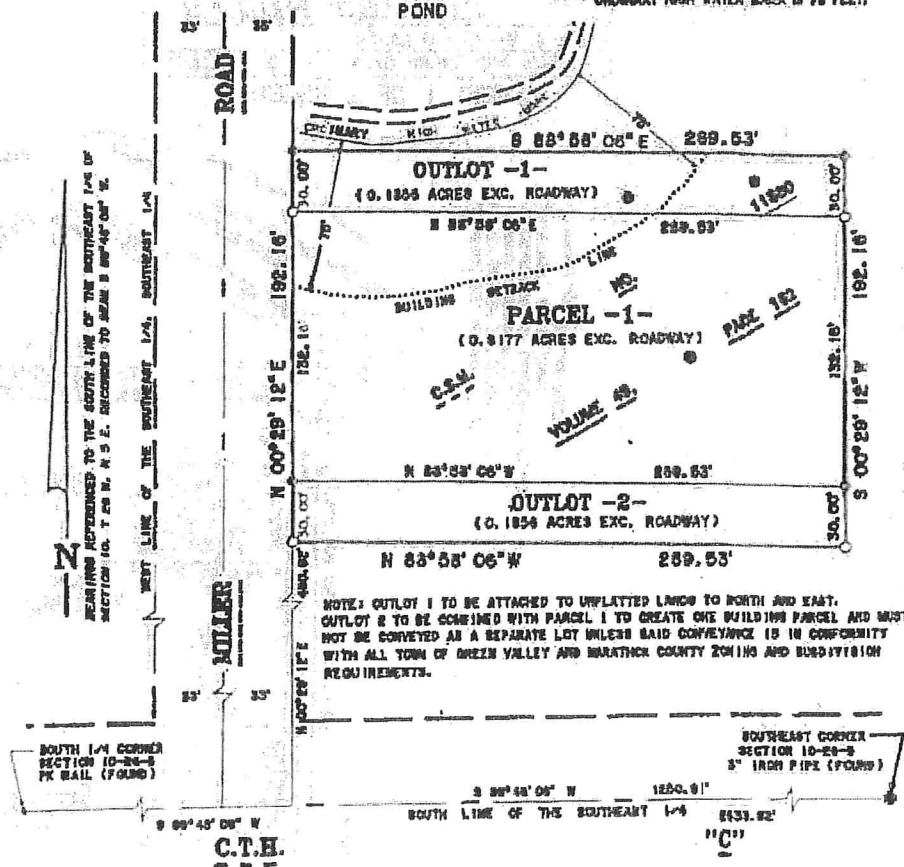


Parcel 1 + Outlot 1: 030-4-2605-104-0967  
 Outlot 2: 030-4-2605-104-0968 12057

1248819 . . .

**MARATHON COUNTY CERTIFIED SURVEY MAP 12057**  
 OF PARCEL 1 OF CERTIFIED SURVEY MAP NUMBER 11820, RECORDED IN VOLUME 49 OF CERTIFIED SURVEY MAPS, PAGE 168 TOGETHER WITH PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 5 EAST, TOWN OF GREEN VALLEY, MARATHON COUNTY, WISCONSIN.

NOTE: CONSTRUCTION OF POND HAS BEEN COMPLETED. POND WILL NOT ENCRUMB WITHIN THE 30 FEET SETBACK LIMITS REQUIRED BY THE MARATHON COUNTY ZONING ORDINANCE. BUILDING SETBACK FROM ORDINARY HIGH WATER MARK IS 75 FEET.



NOTE: OUTLOT 1 TO BE ATTACHED TO UNPLATTED LAND TO NORTH AND EAST. OUTLOT 2 TO BE COMBINED WITH PARCEL 1 TO CREATE ONE BUILDING PARCEL AND MUST NOT BE CONVEYED AS A SEPARATE LOT UNLESS SAID CONVEYANCE IS IN CONFORMITY WITH ALL TOWN OF GREEN VALLEY AND MARATHON COUNTY ZONING AND SUBDIVISION REQUIREMENTS.



APPROVED FOR RECORDING UNDER THE TERMS OF THE MARATHON CO. LAND DIVISION REGULATIONS  
 BY *[Signature]*  
 DATE September 25, 2001  
 MARATHON CO. ZONING DEPT.

LEGEND

STATE OF WISCONSIN )  
MARATHON COUNTY )  
TOWN OF GREEN VALLEY)

**RESOLUTION ON ZONING ORDINANCE AMENDMENT**

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Dana Solinsky, Clerk of the Town of Green Valley, 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 Green Valley Town Board at a meeting held on the 13 day of April, 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 Green Valley Board considered on the 13 day of April, 2021, petition of Jesse Richardson on behalf of Richard Miller to amend the Marathon County Zoning Ordinance to rezone lands from G-A General Agriculture to R-E Rural Estate described as part of the E 1/2 of the SE 1/4 of Section 10, Township 26 North, Range 05 East, Town of Green Valley. The area proposed to be rezoned is 5.153 acres in size with the parent parcel Address: 133808 County Road C, Mosinee WI 54455; PIN# 030-2605-104-0966.

The Town of hereby Green Valley 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: \_\_\_\_\_  
*any*

- 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: THERE IS A SPILLWAY THAT CROSSES THE ACCESS ROAD, THERE WOULD HAVE TO BE A CURB IN ITS PLACE SO EXCESS WATER FROM ROAD DOESN'T WASH OUT

The Town of Green Valley recommends:  **Approval**  **Disapproval** of the amendment and/or zone change. ALBERT LAWE.

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 Dora Doling  
 Town Board Philip Off  
Michelle Manning  
Walt Hank

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before April 27, 2021 to:

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

**ORDINANCE #O-18-21**

**CREATING Sec. 11.03 OF THE GENERAL CODE AUTHORIZING THE MARATHON COUNTY HEALTH DEPARTMENT TO SERVE AS AN AGENT FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION FOR THE PURPOSE OF ENFORCING PUBLIC HEALTH REGULATIONS RELATED TO RETAIL FOOD, VENDING, LODGING, AND RECREATIONAL ESTABLISHMENTS, AND PERMITTING THE MARATHON COUNTY BOARD HEALTH TO ADOPT REGULATIONS FOR THE GOVERNANCE OF THE MARATHON COUNTY HEALTH DEPARTMENT IN THE ROLE OF AGENT FOR THE STATE OF WISCONSIN**

**WHEREAS**, Wis. Stats. §251.02(1), requires Marathon County to have a local health department; and

**WHEREAS**, Wis. Stats., §[251.04](#), requires Marathon County to establish a Marathon County Board of Health (MCBOH) for the purpose of governing the Marathon County Health Department (MCHD), which is currently classified as a Level III local health department, pursuant to Wis. Stats., §251.05; and

**WHEREAS**, on July 1, 1977, MCHD was appointed as agent of the State of Wisconsin Department of Health and Social Services program to license and inspect “restaurants and hotels;” and

**WHEREAS**, pursuant to that appointment and by virtue of authority granted by Wis. Stats., §§251.04(1) and (3), the MCBOH has established regulations for the purpose of assuring the enforcement of applicable state public health statutes and public health rules; and

**WHEREAS**, the Wisconsin Department of Health Services recognized the MCBOH regulation, which is entitled the “Marathon County Agent Programs Regulation” (see copy of current regulation attached); and

**WHEREAS**, on July 1, 2016, Wisconsin Administrative Code Chs. DHS 192 and ATCP 75, related to agent licensing programs, were combined to create a new Wis. Admin. Code Ch. ATCP 74, unifying local health department agent programs under the Wisconsin Department of Agriculture Trade and Consumer Protection (DATCP) Division of Food and Recreational Safety for the purpose the licensing, investigation and inspections related to “retail food, vending, lodging, and recreational establishments;” and

**WHEREAS**, the MCBOH has authorized the MCHD to continue to serve as an agent of the State of Wisconsin; and

**WHEREAS**, on July 20, 2017, DATCP approved a final rule clarifying the contractual relationship between DATCP and agent health programs; and

**WHEREAS**, on February 3, 2021, DATCP informed MCHD that Marathon County Agent Programs Regulation needed to be enacted by county ordinance in order to comply with Wis. Admin. Code § ATCP 74.06; and

**WHEREAS**, the Marathon County Health and Human Services Committee has met to discuss this matter and has determined that the Marathon County Health Department, under the governance of the Marathon County Board of Health, has served as an agent of the State of Wisconsin for licensed

programs for forty-four years, protecting the health and safety of residents and those who come to work and visit in Marathon County.

**NOW, THEREFORE, BE IT ORDAINED AND RESOLVED** that the Board of Supervisors for the County of Marathon hereby create Section 11.03 of the Code of General Ordinances (See attached) which:

1. Authorizes the Marathon County Health Department to serve as an agent for the Wisconsin Department of Agriculture, Trade and Consumer Protection for the purpose of enforcing public health regulations related to retail food, vending, lodging, and recreational establishments.
2. Permits the Marathon County Board Health to adopt those regulations, for its own guidance and for the governance of the Marathon County Health Department, that it considers necessary to protect and improve public health, and shall assure the enforcement of state public health statutes and public health rules with respect to said licensing program, pursuant to Wis. Stats., §§251.04(1) and (3). The regulations may be no less stringent than, and may not conflict with, state statutes and state administrative rules and regulations.

**BE IT FURTHER RESOLVED** that a copy of the Marathon County Health Department Licensing Program Ordinance be submitted to the Wisconsin Department of Agriculture, Trade and Consumer Protection to be in compliance with the Wis. Admin. Code Ch. ATCP 74.06.

Submitted this 25th day of May, 2021.



HEALTH AND HUMAN SERVICES COMMITTEE

Tim Buttke, Chair; Michelle Van Krey, Vice-chair; Kelley Gabor, Dennis Gonnering, William Harris, Donna Krause, Tom Seubert

Fiscal Estimate: The adoption this ordinance codifies existing duties and responsibilities that are already performed by the Marathon County Health Department and the Board of Health and has no new fiscal impact on the tax levy portion of the Department's budget.

### 11.03 Marathon County Health Department Licensing Program Ordinance

- (1) *Findings and Declaration of Policy.* The Marathon County Health Department under the governance of the Marathon County Board of Health has served as an agent of the State of Wisconsin for licensed programs since 1977, protecting the health and safety of residents and those who come to work and visit in Marathon County;
- (2) *Purpose.* The purpose of this ordinance is to codify authority granted to the Marathon County Health Department by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) to serve as agent for Marathon County with respect to program licensing, investigation, and inspection systems related to food, vending, lodging, and recreational establishments under Wis. Stats., §§ 97.41 and 97.615.
- (3) *Applicability.* This ordinance, to be effective upon adoption by the County Board, shall apply to all areas of Marathon County, pursuant to Wis. Stats. §251.02(1).
- (4) *Duties and Responsibilities.* Under the governance of the Marathon County Board of Health, the Marathon County Health Department has been authorized to act as an agent for DATCP and the Wisconsin Department of Safety and Professional Licensing.
  - (a) *Health Department.* As an agent, the Marathon County Health Department shall comply with Wis. Admin. Code Ch. ATCP 74.06, 72, 73, 75, 76, 78, and 79, and ATCP 75 Appendix, or at least as stringent and do not conflict with the Wisconsin Department of Agriculture, Trade and Consumer Protection.
  - (b) *Board of Health.* The Marathon County Board Health may adopt those regulations, for its own guidance and for the governance of the Marathon County Health Department, that it considers necessary to protect and improve public health, and shall assure the enforcement of state public health statutes and public health rules with respect to said licensing program, pursuant to Wis. Stats., §§251.04(1) and (3). The regulations may be no less stringent than, and may not conflict with, state statutes and state administrative rules and regulations.
- (5) *Title.* Marathon County Health Department Licensing Program Ordinance.

Marathon County Health Department Policy		
<b>Policy Name</b>	<b>Marathon County Agent Programs Regulation</b>	
<b>Relevant Policy(s)/Procedure(s)</b>	<b>Marathon County Health Department Food Facility Enforcement Policy</b> <b>Marathon County Health Department Food Safety Inspection Procedures</b> <b>Marathon County Health Department Licensing Permit Renewal Procedure</b> <b>Marathon County Health Department Public Pool and Water Attraction Enforcement and Re-Inspection Policy</b>	
<b>Applicable To</b>	<b>EHS Program Staff</b> <b>Director of Environmental Health &amp; Safety</b> <b>Health Officer</b>	
<b>Location</b>	<b>O:\Policies and Procedures – Final\Licensing\Marathon County Agent Programs Regulation 2021-05-11.pdf</b>	
<b>Effective Date</b>	<b>April 1982</b>	
<b>Date of Revision</b>	<b>July 7, 2016, December 6, 2016; February 8, 2017; February 5, 2018; March 5, 2019; February 4, 2020: May 11, 2021</b>	
<b>Legal and Other References</b>	<b>State Statutes: 66, 101, 97, 251, 125</b> <b>Wisconsin Administrative Code Chapters: ATCP 74, ATCP 75 and Wisconsin Food Code, ATCP 72, ATCP 73, ATCP 76, ATCP 78, ATCP 79, SPS 390, SPS 221, and SPS 326</b>	
<b>Authorizing Signatures</b>	 <small>Dale Grosskurth (May 11, 2021 16:56 CDT)</small>	May 11, 2021
	<b>Dale Grosskurth, Director of Environmental Health &amp; Safety</b>	<b>Date</b>
	 <small>Joan Theurer (May 11, 2021 16:28 CDT)</small>	May 11, 2021
	<b>Joan Theurer, Health Officer</b>	<b>Date</b>

### Purpose Statement

The purpose of this regulation is to protect the public health, safety and general welfare, and to improve and maintain the public health for the citizens and communities in the County of Marathon through agent program activities.

### Policy

Whereas the Wisconsin Departments of Safety and Professional Services and Agriculture, Trade, and Consumer Protection, under Wisconsin State Statute Sections 101.935, 97.41, 97.615, 97.67 and respectfully, grant authority to the Board of Health of the County of Marathon as their agent and to

adopt rules and regulations promulgated by state statute and administrative rule and, in addition, adopt their own regulations which may be more strict than said statute, or administrative rules; and

Whereas Wisconsin State Statute Sections 251.04, and provides that the Board of Health of the County of Marathon shall have authority to adopt regulations to protect and improve public health; and

Whereas Wisconsin State Statute Sections 97.30, 97.41, 97.615, 251.04, and 254.51 provide that such boards shall take such measures and make such rules and regulations as shall be most effectual for the preservation of public health; and

Whereas Wisconsin State Statute Section 125.68(5) requires all "Class B" and "Class C" taverns to conform to the same sanitation requirements governing retail food establishment sanitation; and

Whereas the purpose of this regulation is to protect the public health, safety and general welfare, and to improve and maintain the public health for the citizens and communities in the County of Marathon; and

Whereas it is the considered opinion and judgment of the Board of Health of Marathon County that it is in the public interest and necessary for public health to provide the regulations herein contained; and

Therefore the Marathon County Board of Health does ordain the following regulations:

#### 100.1 - Scope of Regulation

- [1] Applicability - The provisions of this regulation apply to all areas of the County.

#### 100.2 - General Provisions

- [1] This regulation shall be referred to as the "Marathon County Public Health Agent Programs Regulation".
- [2] The effective date of this regulation shall be after adoption and promulgation by the Marathon County Board of Health and publication date as required by State Statute.
- [3] Administration and the interpretation of this regulation shall be by the Health Officer or designee. The Health Officer shall have the authority to insure compliance with the intent and purpose of this regulation.
- [4] The fees for permits shall be established by the Marathon County Board of Health to cover part or all of the cost of issuing permits, making investigations, inspections, sampling, providing education, training and technical assistance to establishments and facilities, plus the cost required to be paid to the state for each permit.



100.3 - Definitions: In this regulation

- [1] “Automated System” means a commercially available system which continuously monitors disinfectant concentrations.
- [2] “County” means the County of Marathon.
- [3] “Department” means Marathon County Health Department.
- [4] “Employee” means any person working in a public facility or establishment.
- [5] “Extensive remodeling” means the construction or repair of an existing public facility or establishment that significantly alters the design or operation of the food service area. Extensive remodeling does not include redecorating, cosmetic refurbishing, or altering seating design or capacity.
- [6] "Human Health Hazard" means a substance, activity or condition that is known to have the potential to cause acute or chronic illness, to endanger life, to generate or spread infectious diseases, or otherwise injuriously to affect the health of the public” Wisconsin State Statute 254.01(2)
- [7] “Health Officer” means the Health Officer of Marathon County, his or her designee or authorized agent. The Environmental Health Sanitarian and the Director of Environmental Health and Safety are considered designees.
- [8] “Immediate/Imminent Danger to Health” means a significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent injury based on:
  - (a) The number of potential injuries; or
  - (b) The nature, severity, and duration of the anticipated injury. [DATCP 75 Appendix]
- [9] “Manufactured Home Community” means any plot or plots of ground upon which 3 or more manufactured homes that are occupied for dwelling or sleeping purposes are located. "Manufactured home community" does not include a farm where the occupants of the manufactured homes are the father, mother, son, daughter, brother or sister of the farm owner or operator or where the occupants of the manufactured homes work on the farm.
- [10] “Non-Automated System” means a system that is entirely under the control of the owner/operator and must be manually controlled to maintain required disinfectant levels.

- [11] “Person” means any individual, partnership, association, firm, company, corporation, or other legal authority and any municipality, town, and county; whether tenant, owner, lessee, licensee or the agent, heir or assignee of any of these.
- [12] “Preinspection” refers to an inspection of a Public Facility or Establishment to determine compliance with applicable regulations prior to issuing an operating permit.
- [13] “Public Facility or Establishment” refers to a retail food establishment (includes taverns subject to statute or administrative rules for permitting purposes as a retail food establishment), grocery, convenience store, bakery, body art, hotels, motel, tourist rooming house, bed and breakfast, swimming pool, campground, recreational and educational campground, manufactured home community, and any facility or establishment used by the general public that requires a permit or license under this regulation, Wisconsin Administrative Code, or Wisconsin State Statute adopted by reference in this regulation.
- [14] “Regulation” means the Marathon County Public Health Agent Programs Regulation.
- [15] “Reinspection” means a follow-up inspection conducted on a specified date, to verify that an ordered remediation has occurred or corrected in compliance with this regulation {Refer to 100.8(3)(b)}.
- [16] “Retail food establishment” includes all of the following as defined in ATCP 75 Retail Food Establishments:
- (a) Retail food establishment–not serving meals
  - (b) Retail food establishment–serving meals
  - (c) Vending machine
  - (d) Micro market
  - (e) Mobile or transient retail food establishment – not serving meals
  - (f) Mobile or transient retail food establishment – serving meals
  - (g) Retail food establishment serving prepackaged meals as defined in sub.
- [17] “Revocation” means to officially cancel or invalidate a permit previously issued due to:
- (a) Failure to comply with a Temporary Order;
  - (b) Repeated violations that have resulted in more than one Temporary Order;
  - (c) Interference with the Health Officer or designee in the performance of duties enforcing the provisions of the Marathon County Public Health Agent Programs Regulation.

- [17] “Special Condition Inspection” means inspections or consultation activities not related to permitting responsibilities which are performed to provide information assessing compliance with sanitation, equipment, or licensing standards. Consultation inspections are advisory and not enforceable under this regulation.
- [18] “Suspension” means a notice of Suspension is an enforcement action which extends a Temporary Order until a final decision is made by the Health Officer.
- [19] “Tavern” means a business with a “Class B” or “Class C” license issued under authority of WI Statute 125, in which alcohol beverages are sold for consumption on the premises, and which is not subject to statute or administrative rules requiring retail food establishment permitting. Taverns can fall into two categories:
- a. Taverns that sell commercially prepared food items including but not limited to pickled eggs, pickles, cured meats, and prepackaged chips. Foods may sold in individual packing or from bulk.
  - b. Taverns that sell only alcoholic and non-alcoholic beverages.
- [20] “Temporary Order” means an enforcement action that lasts for 14 days and can be extended for an additional 14 days pursuant to sec. 66.0417, Wis. Stats. A Temporary Order may include but is not limited to:
- (a) The immediate exclusion of an individual from employment;
  - (b) The immediate closing of the facility or establishment concerned until, in the opinion of the Health Officer, no further immediate/imminent danger to health exists;
  - (c) Restriction of employee(s’) services to an area of the Public Facility or Establishment where there is no risk of disease transmission;
  - (d) Adequate medical and laboratory examination of the employee(s).
- [21] “Unique” means pertaining to one specific Public Facility or Establishment only.
- [22] Other Definitions will be found and are enumerated in the Wisconsin State Statutes and Administrative Codes referenced in this regulation and which are incorporated herein by specific references as if set forth in full.

#### 100.4 - Conflict and Severability

- [1] *Conflict of provisions.* If the provisions of the different chapters of this Code conflict with or contravene each other, the provisions of each chapter shall prevail as to all matters and questions arising out of the subject matter of such chapter.

- [2] *Severability of code provisions.* If any section, subsection, clause or phrase of the Code is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase or portion thereof. The Board hereby declares that it would have passed this Code and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

#### 100.5 - Adoption and Provisions by Reference

- [1] Adoption by Reference: Except as provided in sub [2] below, this regulation adopts by reference Wisconsin Statute Sections 97.12, 97.30, 97.41, 97.615, SPS 463, and 66.0417 and Wisconsin Administrative Code Chapters, ATCP 74. ATCP 75, SPS 390, ATCP 72, ATCP 73, ATCP 76, ATCP 78, ATCP 79, SPS 221 and SPS 326, and any successor statutes or regulations as if fully set forth. Any and all amendments and/or revisions thereto are adopted and by reference made a part of this regulation as if fully set forth herein.

- [2] Exceptions:

Section ATCP 76.16 (3) WI Administrative Code is specifically modified by the Marathon County Board of Health as follows:

Pool Water Bacteriological Quality/Sampling: Samples of pool water shall be submitted by the owner/operator every two weeks at a minimum. Samples may be required on a more frequent basis for new facilities or to monitor bacteriological water quality.

#### 100.6 - Application for Permits and Fees:

- [1] Applications for permits by Public Facilities or Establishments covered by this regulation shall be made upon such forms supplied and prescribed by the department. The department shall, within 30 calendar days of the receipt of a completed application, act upon the application, except for Retail Food Establishments. The department shall act upon a completed application for Retail Food Establishments within 15 calendar days from receipt of a completed application.
- [2] Prior to approval of an application for a permit, the department shall inspect the Public Facility or Establishment to determine compliance with the requirements of this regulation.

- [3] The fee for permits required by this regulation shall be due before the issuance of a permit. The renewal fee shall be postmarked on or before June 30 of each year. An additional \$50.00 fee shall be required whenever the renewal annual fee is not received or postmarked on or before June 30 of each year.
- [4] A preinspection fee for each new permit shall be collected at the time of application from the operator or new operator of a Public Facility or Establishment.
- [5] The preinspection fee shall be equal to the licensing permit for a new Public Facility or Establishment and for a new operator of an existing Public Facility or Establishment with extensive remodeling. The definition for Extensive Remodeling will be used in making the determination.
- [6] The preinspection fee shall be one half the licensing permit for a new operator of an existing Public Facility or Establishment without extensive remodeling. The definition for Extensive Remodeling will be used in making the determination.
- [7] A preinspection fee shall be collected when an existing Public Facility or Establishment upgrades from an Eating and Drinking Establishment to a Retail food establishment - serving meals permit and shall be based on the fee associated with the new licensing category.
- [8] For an existing Public Facility or Establishment without extensive remodeling and where there is an upgrade from one license category to a higher license category, only the difference between the license category fees will be collected. A pre-inspection fee is not required.
- [9] If the payment is by check or other draft drawn upon an account containing insufficient funds, the permit applicant shall pay the permit fee(s), late renewal fee charges, and any insufficient funds charges by cashier's check or other certified draft, money order, debit card, credit card, or cash, within 7 working days after receipt of notice from the department. The day on which notification occurs is day 0. If the permit applicant fails to pay all applicable fees, late renewal fees, and/or any insufficient funds charges within 7 working days after the applicant receives notice of the insufficiency, the permit is void. In an appeal concerning voiding of a permit under this paragraph, the burden is on the permit applicant to show that the entire applicable fees, late fees and processing charges have been paid. During any appeal process concerning payment dispute, operation of the establishment in question is deemed to be operation without a permit.

100.7 - Permit Issuance and Requirements:

[1] Permit Requirements:

(a) The Marathon County Board of Health shall establish all pre-inspection fees and permit fees for all Public Facilities or Establishments. Permits required in this regulation are listed below:

- (1) Public indoor and outdoor swimming pools are subject to an annual permit fee [Wisconsin Administrative Code ATCP 76, Department of Agriculture, Trade, and Consumer Protection]
- (2) Recreational and Educational Camps are each subject to an annual permit fee [Wisconsin Administrative Code ATCP 78, Department of Agriculture, Trade, and Consumer Protection].
- (3) Campgrounds and Camping Resorts are subject to an annual permit fee [Wisconsin Administrative Code ATCP 79, Department of Agriculture, Trade, and Consumer Protection].
- (4) Hotels, Motels, and Tourist Rooming Houses are subject to an annual permit fee [Wisconsin Administrative Code ATCP 72, Department of Agriculture, Trade, and Consumer Protection].
- (5) Bed and Breakfast Establishments are subject to an annual permit fee [Wisconsin Administrative Code ATCP 73, Department of Agriculture, Trade, and Consumer Protection].
- (6) Mobile, Transient, or Temporary public establishments are operated on a short-term basis as defined in this regulation, Wisconsin Administrative Code, or a Wisconsin State Statute referenced in this regulation are subject to a permit fee. If possessing a valid permit issued by another agency, a transient inspection fee may be assessed. [Wisconsin Administrative Code ATCP 75, Department of Agriculture, Trade, and Consumer Protection].
- (7) Tattoo or body piercing establishments are subject to a permit fee. [Wisconsin Administrative Code SPS 221, Department of Safety and Professional Services].
- (8) Retail Food Establishments are subject to an annual permit fee [Wisconsin Administrative Code ATCP75, Department of Agriculture, Trade, and Consumer Protection].

- (9) Manufactured Home Communities are subject to an annual permit fee [Wisconsin Administrative Code SPS 326, Department of Safety and Professional Services].
  - (10) “Class B” or “Class C” taverns that sell only alcoholic and non-alcoholic beverages requesting an inspection to determine retail food establishment sanitation compliance in keeping with Wisconsin State Statute 125.68(5) are subject to a Special Condition Inspection and inspection fee. No permit is required under this regulation. [Wisconsin State Statute 125.68(5)].
- (b) Permit Exemptions: A retail food establishment permit is not required as identified in Wisconsin s. 97.30 (2) (b) Wis. Stats and Administrative Code ATCP 75.063

[2] Permit Issuance

- (a) No person shall operate a Public Facility or Establishment covered in this regulation within the County of Marathon who does not have a valid permit issued to him/her by the department, unless otherwise exempt in this regulation.
- (b) A Conditional Permit specifying corrections to be made and the time within which the corrections must be made may be issued by the Department at the time of initial issuance or renewal of a permit, or continued validity of a permit issued under this section.

The Conditional Permit shall be posted until a regular permit is issued or violations are corrected after a designated time frame determined by the Department.

If the permittee fails to meet the conditions within the specified period of time, the permit is void.

- (c) Only a person who complies with the requirement of this regulation shall be entitled to receive or retain such a permit.
- (d) A valid permit shall be posted in every Public Facility or Establishment as required in this ordinance.
- (e) A \$5.00 fee shall be assessed for each duplicate permit.

- (f) The Marathon County Health Department may refuse to issue or renew a permit to operate a facility under any of the following circumstances:
  1. The Department has not conducted a preinspection of the facility for which an initial or new permit is required.
  2. The owner of facility has not corrected a condition for which the Department has issued a written health or safety-related order.
  3. All applicable fees under have not been paid, including preinspection fees, permit fees, late renewal fees, reinspection fees.

[3] Permit Transfer

- (a) Permits are not transferable for DATCP retail food establishments under Wisconsin Statute 97.30(2) and in Wisconsin Administrative Code ATCP 75.06 between persons or establishments.

- (b) Department of Agriculture, Trade, and Consumer Protection hotel, tourist rooming house, vending machine commissary or vending machine permits, s. 97.605 (4)(b) Wis. Stats. No permit issued under this section is transferable from one premise to another or from one person, state or local government to another except as provided in (1) and (2) below.

- (1) A permit issued under this section may be transferred from an individual to an immediate family member, as defined in s. 97.605 (4)(a)2. Wis. Stats., if the individual is transferring operation of the facility to the immediate family member.

- (2) Except as provided in par. a. or b., no license is transferable from one premises to another or from one person to another.

- a. The holder of a license issued under this section may transfer the license to an individual who is an immediate family member if the holder is transferring operation of the hotel, tourist rooming house, bed and breakfast establishment, or vending machine to the immediate family member.

- b. A sole proprietorship that reorganizes as a business entity, in s. [179.70 \(1\) Wis. Stats.](#), or a business entity that reorganizes as either a sole proprietorship or a different type of business entity may transfer a license issued under this section for operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary to the newly formed business entity or sole proprietorship if the following conditions are satisfied:



1. The hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary remains at the location for which the license was issued.
  2. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.
- (c) Department of Agriculture, Trade, and Consumer Protection campgrounds and camping resorts, recreational and educational camps, and public swimming pools, s 97.67 Wis. Stats.
- (1) A separate license is required for each campground, camping resort, recreational or educational camp, and public swimming pool.
  - (2) Except as provided in par. a. or b., no license issued under this section is transferable from one premises to another or from one person, state or local government to another.
    - a. A license issued under this section may be transferred from an individual to an immediate family member, as defined in s. [97.605 \(4\) \(a\) 2. Wis. Stats.](#), if the individual is transferring operation of the campground, camping resort, recreational or educational camp, or public swimming pool to the immediate family member.
    - b. A sole proprietorship that reorganizes as a business entity, as defined in s. [179.70 \(1\) Wis. Stats.](#), or a business entity that reorganizes as a sole proprietorship or a different type of business entity may transfer a license issued under this section for a campground, camping resort, recreational or educational camp, or public swimming pool to the newly formed business entity or sole proprietorship if all of the following conditions are satisfied:
      1. The campground, camping resort, recreational or educational camp, or public swimming pool remains at the location for which the license was issued.
      2. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.

- (d) Permits are not transferable for Department of Safety and Professional Services (DSPS) manufactured home communities under Wisconsin Administrative Code SPS 326.08.
- (e) Permits are not transferable for DSPS body art facilities under Wisconsin Administrative Code SPS 221.04(1)(a)2.

[4] Certified Food Protection Manager - retail food establishments:

- (a) The operator or at least one manager of a retail food establishment as required under the Wisconsin Food Code, shall have a valid Certified Food Protection Manager (CFPM) course completion certificate issued by the Wisconsin Department of Agriculture, Trade, and Consumer Protection approved trainer.
- (b) The operator or a manager of a new or change-of-operator retail food establishment shall become certified and provide proof of certification within 90 days after the retail food establishment opens for business.
- (d) The operator or manager of an existing retail food establishment shall become certified and provide proof of certification within 90 days after the date of an inspection if it is found that the retail food establishment has no CFPM on staff.
- (e) When (a) or (b) occurs, the license status will become Conditional with the condition for obtaining and providing proof of a CFPM certificate within 90 days. If proof is provided no further action is necessary and conditions on the facility permit will be removed.
- (f) Failure to obtain a CFPM within 90 days results in a \$150.00 fee and a 30-day extension of the Conditional permit.
  - 1. If no proof of a CFPM is submitted within the 90-day period, the permit will be suspended.
  - 2. If the facility fails to meet the conditions and the permit is suspended, the facility permit can be reinstated if the facility provides proof of a CFPM certificate within the licensing period the suspension occurred.
- (g) If more than one retail food establishment operated by the same person is located on the same property or contiguous properties, only the operator or one manager is required to be certified.

## 100.8 - Inspections

### [1] Inspection Frequency

An inspection of Public Facilities or Establishments shall be performed at least once per license year. Additional inspections of facilities and establishments shall be performed as often as necessary for the enforcement of this regulation.

### [2] Inspection and Sampling

Representatives of the department, after proper identification, may enter, at normal business hours, any premises for which a permit is required under this regulation to inspect the premises for the purpose of determining compliance with this regulation, secure samples or specimens, examine and copy relevant documents and records or obtain photographic or other evidence needed to enforce this regulation {Reference Wisconsin State Statutes 97.12, 97.65, 66.0417, and Wisconsin Administrative Code SPS 221.06 and 326.09}. Should access be denied, the department may obtain a special inspection warrant in addition to actions set forth in 100.9.

### [3] "Class B" or "Class C" Tavern -Taverns that sell only alcoholic and non-alcoholic beverages.

"Class B" or "Class C" taverns need to be in keeping with retail food establishment sanitation compliance per Wisconsin State Statute 125.68(5). Taverns requesting an inspection shall include the following areas of sanitation and be performed as a "Special Condition Inspection".

- (a) Cleaning and sanitizing multiuse equipment and utensil surfaces
- (b) Handwashing equipment and supplies
- (c) Toilet facilities
- (d) Employee hygiene or hygiene practices
- (e) Employee health as related to diseases transmissible through food based on diagnosis including but not limited to Norovirus, Hepatitis A, Shigella, Enterohemorrhagic or Shiga Toxin-producing Escherichia coli, and Salmonella or symptoms including but not limited to vomiting, diarrhea, jaundice, or a lesion.
- (f) Provision of potable water and protection from cross contamination and sewerage disposal
- (g) Maintaining the establishment in a clean condition and in good repair

(h) Pest control

[3] Report of Inspections:

Whenever an inspection of a Public Facility or Establishment is made, the findings shall be recorded on an inspection report form. The inspection report form shall summarize the requirements of this regulation. A copy of the completed inspection report form shall be furnished to the holder of the permit or his/her agent in charge of the Public Facility or Establishment at the conclusion of the inspection.

[4] Correction of Violations:

- (a) A reinspection shall be conducted when a violation(s) or Human Health Hazard has not been brought into compliance by the operator of a Public Facility or Establishment. The completed inspection report form shall specify a reasonable period of time for the correction of the violation(s) or Human Health Hazard found. Correction of the Human Health Hazard or violation(s) shall be accomplished in the period specified.
- (b) A \$100.00 fee may be assessed for a first reinspection, a \$200.00 fee may be assessed for a second reinspection, and a \$300.00 fee may be assessed for a third reinspection when a violation(s) or Human Health Hazard has not been brought into compliance by the operator of a Public Facility or Establishment. A reinspection fee will not be assessed when the violation(s) or Human Health Hazard has been brought into compliance.

[5] Approved Comparable Compliance:

When it appears that strict adherence to a provision of this regulation or an administrative code is impractical for a particular facility or establishment, the facility or establishment may seek a variance approval to that rule through the Wisconsin Department of Agriculture, Trade, and Consumer Protection or Department of Safety and Professional Services as applicable. Satisfactory proof must be provided that the grant of a variance will not jeopardize the public's health, safety or general welfare. If a variance is granted, there shall be documentation as to the extent of the variance and the specific reasons for it. The applicant shall be given a copy of the documentation.

100.9-Temporary Order

- [1] Whenever, as a result of an examination, the County has reasonable cause to believe that any examined food constitutes, or that any construction, sanitary condition, operation or method of operation of the premises or equipment used on the premises creates an immediate/imminent danger to health, the Health Officer or designee may issue a temporary order either verbally or in writing and cause it to be delivered to the permittee (his/her employee, agent, assignee, or representative), or to the owner or custodian of the food, or to both. If the Temporary Order is delivered verbally, a written notice shall be sent within 72 hours excluding weekends and legal holidays. The order may prohibit the sale or movement of the food for any purpose, prohibit the continued operation or method of operation of specific equipment, or require the premises to cease any other operation or method of operation which creates the immediate/imminent danger to health, or set forth any combination of these requirements. The Health Officer or designee may order the cessation of all operations authorized by the permit only if a more limited order does not remove the immediate/imminent danger to health. Except as provided in par. [2], no temporary order is effective for longer than 14 days from the time of its delivery, but a temporary order may be reissued for one additional 14-day period, if necessary to complete the analysis or examination of samples, specimens or other evidence.
- [2] If the analysis or examination shows that the construction, sanitary condition, operation or method of operation of the premises or equipment constitutes an immediate danger to health or safety, the department or agent, within the effective period of the temporary order specified in par. [1], shall provide written notice of the findings to the owner, operator or responsible supervisor. Upon receipt of the notice, the temporary order remains in effect until a final decision is issued under s. [ATCP 75.108](#) Wisconsin Administrative Code. The notice shall include a statement that the facility has a right to request a hearing under s. [ATCP 75.108](#) Wisconsin Administrative Code within 15 days after issuance of the notice.
- [3] No food described in a temporary order issued and delivered under par. [1] may be sold or moved and no operation or method of operation prohibited by the temporary order may be resumed without the approval of the Health Officer or designee, until the order has terminated or the time period specified in par. [2] has run out, whichever occurs first. If the Health Officer or designee, upon completed analysis and examination, determines that the food, construction, sanitary condition, operation or method of operation of the premises or equipment does not or no longer constitutes an immediate/imminent danger to health, the permittee, owner or custodian of the food or premises shall be promptly notified in writing and the temporary order shall terminate upon his or her receipt of the written notice.

#### 100.10- Notice of Suspension

- [1] If the analysis or examination shows that the food, construction, sanitary condition, operation or method of operation of the premises or equipment constitutes an immediate/imminent danger to health, the permittee, owner or custodian shall be notified within the effective period of the temporary order issued under par. 100.9 [1]. Upon receipt of the notice, the temporary order remains in effect until a final decision is issued under sub. [100.10 [2]], and no food described in the temporary order may be sold or moved and no operation or method of operation prohibited by the order may be resumed without the approval of the village, city or county.
- [2] A notice issued under sub. [1] shall be accompanied by notice of a hearing before the Marathon County Health Officer, or his or her designee. The County shall hold a hearing no later than 15 days after the service of the notice, unless both parties agree to a later date. A final decision shall be issued within 10 days of the hearing. The decision may order the destruction of food, the diversion of food to uses which do not pose a immediate/imminent danger to health, the modification of food so that it does not create a immediate/imminent danger to health, changes to or replacement of equipment or construction, other changes in or cessations of any operation or method of operation of the equipment or premises, or any combination of these actions necessary to remove the immediate/imminent danger to health. The decision may order the cessation of all operations authorized by the permit only if a more limited order will not remove the immediate/imminent danger to health.
- [3] All notices, written or verbal, shall contain reasons for the Health Officer or designee's belief that a violation(s) or Immediate/Imminent danger to Health exists.
- [4] The Health Officer or designee may lift the suspension at any time if the reasons for the suspension no longer exist.

#### 100.11 - Revocation of Permits:

Prior to revocation the department shall notify, in writing, the person issued the permit of the specific reason(s) for which the permit is to be revoked. The permit shall be revoked at the end of the 10 working days following service of such notice unless a written request for hearing is filed with the department. The day on which notification occurs is day 0. If no request for hearing is filed within the 10 day period, the revocation of the permit becomes final.

## 100.12 – Appeals:

Any person having a substantial interest that is adversely affected by an administrative determination made on behalf of the County pursuant to any of the provisions of this Regulation may have such determination reviewed as provided in Chapter 68, Wis. Stats., and in conformance with the following procedures:

- [1] Any person having a substantial interest that is adversely affected by a determination by a staff person or persons may, within 30 days of notice to such person of such determination, request in writing a review of the determination before the Health Officer. The request shall state the ground or grounds upon which the person adversely affected contends that the decision should be modified or reversed. The request for review shall be made to the staff person or persons who issued the initial determination, the Environmental Health and Safety Director or to the Health Officer.
- [2] The Health Officer shall review the initial determination and make a decision within 15 days of receipt of the request for review. The time for review may be extended by agreement with the person aggrieved. The decision shall state the reasons for such decision and shall advise the person aggrieved of the right to appeal the decision, the time within which the appeal shall be taken and the office or person with whom notice of appeal shall be filed.
- [3] Any person having a substantial interest that is adversely affected with the decision of the Health Officer (pursuant to the review procedure, set forth above, or by a decision regarding suspension or revocation of a permit under §100.9[4] or §100.10, above) may appeal to the Marathon County Administrative Board of Review by requesting a hearing within 30 days of notice of the Health Officer's decision. The request must be in writing and must be filed with or mailed to the office of the Health Officer.
- [4] The Marathon County Administrative Board of Review shall constitute the appeals board to provide a hearing of the appeal of the Health Officer's decision. A member of the Board shall conduct the hearing within 15 days of receipt of the notice of appeal. The hearing will be conducted pursuant to s. 68.11, Wis. Stats. The procedures of the hearing shall be in accordance with the Marathon County General Code of Ordinances, Chap. 24.

## 100.13 - Penalties

- [1] In the case of violations of State of Wisconsin Administrative Codes enforced under this regulation, the penalty for violation of any of the provisions of this regulation shall be a penalty as provided in applicable Administrative Code or Wisconsin State Statute.

- [2] In all other cases, any person convicted of violating a provision of this regulation shall be subject to a forfeiture not less than \$100 nor more than \$1,000. Each and every violation of the provisions of this regulation shall constitute a separate offense. Each day of noncompliance after the order is served is a separate offense.
- [3] Prosecution of violations of this Regulation shall be conducted by the Office of Corporation Counsel for Marathon County.

This regulation shall take effect upon passage and publication.

Dated this May 11, 2021




# Marathon County Agent Programs Regulation For Approval 2021-04-23


Final Audit Report


2021-05-11


Created:	2021-05-11
By:	christopher weisgram (christopher.weisgram@co.marathon.wi.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAncJNMuAxBh4i49DOYzLGqDUkc5VbavBLi

## "Marathon County Agent Programs Regulation For Approval 2021-04-23" History


 Document created by christopher weisgram (christopher.weisgram@co.marathon.wi.us)  
2021-05-11 - 9:15:19 PM GMT- IP address: 198.150.25.236


 Document emailed to Joan Theurer (joan.theurer@co.marathon.wi.us) for signature  
2021-05-11 - 9:16:37 PM GMT


 Email viewed by Joan Theurer (joan.theurer@co.marathon.wi.us)  
2021-05-11 - 9:27:42 PM GMT- IP address: 198.150.25.236

 Document e-signed by Joan Theurer (joan.theurer@co.marathon.wi.us)  
Signature Date: 2021-05-11 - 9:28:04 PM GMT - Time Source: server- IP address: 198.150.25.236

 Document emailed to Dale Grosskurth (dale.grosskurth@co.marathon.wi.us) for signature  
2021-05-11 - 9:28:06 PM GMT

 Email viewed by Dale Grosskurth (dale.grosskurth@co.marathon.wi.us)  
2021-05-11 - 9:56:17 PM GMT- IP address: 198.150.25.236

 Document e-signed by Dale Grosskurth (dale.grosskurth@co.marathon.wi.us)  
Signature Date: 2021-05-11 - 9:56:40 PM GMT - Time Source: server- IP address: 198.150.25.236

 Agreement completed.  
2021-05-11 - 9:56:40 PM GMT

**RESOLUTION #R-29-21**  
**RESOLUTION TO ENDORSE 2021 WISCONSIN SENATE BILL 239**

**WHEREAS**, on March 24, 2021, Senate Bill 239 was introduced into the Wisconsin State Legislature; and

**WHEREAS**, 2021 Senate Bill 239 seeks to amend Section 51.15(5) of the Wisconsin Statutes; and

**WHEREAS**, Section 51.15(5) of the Wisconsin Statutes establishes, in areas of the State outside of Milwaukee County, the procedure for emergency detention of an individual who is believed to be mentally ill, drug dependent, or developmentally disabled and who demonstrates a substantial probability of physical harm to himself or herself or others; and

**WHEREAS**, under current state law, an individual who is detained under Section 51.15 of the Wisconsin Statutes may not be detained for more than 72 hours without a court hearing. However, current state law provides an exception to these time limits for detentions that occur in Milwaukee County, allowing treatment directors of detention facilities in Milwaukee County to extend the time for their determination of whether detention is necessary by any period that results from the evaluation or stabilizing treatment of certain medical conditions of the detained individual; and

**WHEREAS**, the 72-hour period during which an individual may be held without a hearing in counties outside of Milwaukee County begins, without exception, when the individual is taken into custody by law enforcement, and does not exclude the time that the individual is receiving required treatment to stabilize a non-psychiatric medical condition; and

**WHEREAS**, 2021 Senate Bill 239 seeks to exclude from the 72-hour period during which an individual may be detained without a hearing any period of time attributable to the evaluation or stabilizing treatment of certain medical conditions.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Marathon does hereby endorse 2021 Senate Bill 239, the text of which is attached hereto, and the proposed changes to Section 51.15(5) of the Wisconsin Statutes contained therein.

Dated the 25<sup>th</sup> day of May, 2021

**HEALTH AND HUMAN SERVICES COMMITTEE**

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

Fiscal Impact: None.



State of Wisconsin  
2021 - 2022 LEGISLATURE

LRB-0113/1  
TJD:wlj

## 2021 SENATE BILL 239

March 24, 2021 - Introduced by Senators JACQUE and MARKLEIN, cosponsored by Representatives TITTL, JAMES, DITTRICH, MOSES, MURPHY, MURSAU, ROZAR, SKOWRONSKI and WICHGERS. Referred to Committee on Judiciary and Public Safety.

1     **AN ACT to amend** 51.15 (5) of the statutes; **relating to:** excluding time for  
2             evaluation and treatment of certain medical conditions from the time limit for  
3             emergency detention without a hearing.

---

### *Analysis by the Legislative Reference Bureau*

Current law establishes a procedure for emergency detention of an individual who is believed to be mentally ill, drug dependent, or developmentally disabled and who demonstrates a substantial probability of physical harm to himself or herself or others or impairment or injury to himself or herself due to impaired judgment, or inability to satisfy certain basic needs due to mental illness. Currently, in Milwaukee County, the treatment director of a facility has 24 hours from the time the individual is delivered to the facility to determine whether or not the individual must be detained for purposes of emergency detention. Once the treatment director makes a determination that an individual is being detained, the individual may not be detained for longer than 72 hours without a court hearing. The 24-hour period in which the treatment director must make the determination may be extended by any period that the determination is delayed that is directly attributable to evaluation or stabilizing treatment of nonpsychiatric medical conditions. Currently, in counties other than Milwaukee County, there is no 24-hour period for determination by a treatment director, and the 72-hour period during which the individual may be held without a hearing begins when the individual is taken into custody by law enforcement or another authorized person and continues upon transfer of the individual to the treatment facility. This bill excludes from the 72-hour time limit

**SENATE BILL 239**

that an individual may be detained without a hearing for the purposes of emergency detention any period during which the individual's behavior is not observable that is directly attributable to evaluation or stabilizing treatment of a nonpsychiatric medical condition.

---

***The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:***

1           **SECTION 1.** 51.15 (5) of the statutes is amended to read:

2           51.15 (5) DETENTION PROCEDURE; OTHER COUNTIES. In counties having a  
3 population of less than 750,000, the law enforcement officer or other person  
4 authorized to take a child into custody under ch. 48 or to take a juvenile into custody  
5 under ch. 938 shall sign a statement of emergency detention that shall provide  
6 detailed specific information concerning the recent overt act, attempt, or threat to  
7 act or omission on which the belief under sub. (1) is based and the names of persons  
8 observing or reporting the recent overt act, attempt, or threat to act or omission. The  
9 law enforcement officer or other person is not required to designate in the statement  
10 whether the subject individual is mentally ill, developmentally disabled, or drug  
11 dependent, but shall allege that he or she has cause to believe that the individual  
12 evidences one or more of these conditions. The statement of emergency detention  
13 shall be filed by the officer or other person with the detention facility at the time of  
14 admission, and with the court immediately thereafter. The filing of the statement  
15 has the same effect as a petition for commitment under s. 51.20. When, upon the  
16 advice of the treatment staff, the director of a facility specified in sub. (2) (d)  
17 determines that the grounds for detention no longer exist, he or she shall discharge  
18 the individual detained under this section. Unless a hearing is held under s. 51.20  
19 (7) or 55.135, the subject individual may not be detained by the law enforcement  
20 officer or other person and the facility for more than a total of 72 hours after the

**SENATE BILL 239**

1 individual is taken into custody for the purposes of emergency detention, exclusive  
2 of Saturdays, Sundays, and legal holidays. When calculating the 72 hours for which  
3 an individual may be detained under this subsection, any period during which the  
4 individual's behavior is not observable that is directly attributable to evaluation or  
5 stabilizing treatment of a nonpsychiatric medical condition of the individual is  
6 excluded from the calculation.

7

**(END)**

**RESOLUTION # R-30-21  
APPROVE 2021 BUDGET TRANSFERS FOR MARATHON COUNTY  
DEPARTMENT APPROPRIATIONS**

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

**WHEREAS**, the Human Resources, Finance and Property Committee has reviewed and does recommend the 2021 transfers listed below, and

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

Transfer from:	Health-BAA-BAJ 82446 Other Health State Grant
Transfer to:	Health-BAA-BAJ9 Various Expenditures
Amount:	\$41,656
Re:	Public Health Emergency Quarantine

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

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

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

Respectfully submitted this 25th day of May 2021.

**HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE**

John Robinson, Alyson Leahy, Jonathan Fisher, EJ Stark,  
Yee Leng Xiong, Craig McEwen, Kurt Gibbs

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

**Resolution # R-31-21**

**A RESOLUTION AMENDING  
THE 2021 CAPITAL IMPROVEMENT BUDGET FUNDING FOR HIGHWAY PROJECTS  
IN THE AMOUNT OF \$539,925 TRANSFER FROM 2021 HIGHWAY FUND BALANCE**

- WHEREAS,** the Board of Supervisors of Marathon County approved the 20210–2025 Capital Improvement Program and Budget; and
- WHEREAS,** the Capital Improvement Program is a dynamic process and subject, pursuant to Resolution R-89-91, to periodic review and/or amendment; and,
- WHEREAS,** there is currently a need to amend the 2021 CIP to obtain additional funding for highway projects in the 2021 CIP; and
- WHEREAS,** the total amount of the project will be \$539,925; and
- WHEREAS,** there is currently an unencumbered balance in the 2021 Highway Fund Balance; and
- WHEREAS,** there is a request to transfer from the 2021 Highway Fund Balance the amount of \$539,925 to cover the additional cost of highway projects; and
- WHEREAS,** the Human Resources, Finance and Property Committee has reviewed the request and has recommended approval of the transfer from Highway Fund Balance in the amount of \$ 539,925 and
- WHEREAS,** in the future there may be additional funds that the County would be awarded that may be able to fund these projects and if that happens the County can apply those funding sources to the projects and replace the fund balance funds with the other revenue sources; and
- WHEREAS,** the Human Resources, Finance, and Property Committee has reviewed the request and has recommended approval to amend the 2021 CIP for additional funding for the Highway projects; and
- WHEREAS,** the Human Resources, Finance, and Property Committee of the Board of Supervisors of Marathon County recommends amending the 2021 Capital Improvement Program for the additional funding for the highway projects and the budget transfer from the Highway Fund Balance for the project as follows:
1. Fund \$539,925 from the 2021 Highway Fund Balance GL code 801-265-8-9990
  2. To Highway Fund Capital Outlay account 2021 CIP for the amount of \$225,000 in GL code 801 284-9-2190 (Other Professional Services) and \$314,925 in GL code 801 284-9-4590 (Other Raw Materials)

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Supervisors of the County of Marathon does hereby resolve and ordain to amend the 2021 Capital Improvement Program as indicated above.

Dated this 25th day of May, 2021

HUMAN RESOURCES, FINANCE, AND PROPERTY COMMITTEE

John Robinson, Alyson Leahy, Jonathan Fisher, EJ Stark,  
Yee Leng Xiong, Craig McEwen, Kurt Gibbs

Fiscal Impact: This reflects an amendment to the 2021 CIP Budget. The amendment will not add additional tax levy. The 2021 CIP be amended to record the additional funding of the highway projects and will allocate \$539,925 for the Project from the 2021 Highway Fund Balance.



**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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

**DEPARTMENT:** Highway

**BUDGET YEAR:** 2021

---

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	801-265 8 9900	Use F/B: Infrastructure Design	314,925

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	801-284 9 2190	Infrastructure: Other Prof Svc	314,925

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

**Requested By:** Mary Rosensprung

**Date Completed:** 4/29/2021

---

**COMPLETED BY FINANCE DEPARTMENT:**

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

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

**MARATHON COUNTY**  
**Budget Transfer Authorization Request – Supplemental Information**

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

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)  
Highway Infrastructure Cost Center
  
- 2) Provide a brief (2-3 sentence) description of what this program does.  
Funds the design and engineering costs associated major infrastructure projects such as roadways and bridges within Marathon County.
  
- 3) This program is: (Check one)  
 An Existing Program.  
 A New Program.
  
- 4) What is the reason for this budget transfer?  
 Carry-over of Fund Balance.  
 Increase/Decrease in Grant Funding for Existing Program.  
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.  
 Set up Initial Budget for New Grant Program.  
 Set up Initial Budget for New Non-Grant Program  
 Other. Please explain: [Click here to enter description](#)
  
- 5) If this Program is a Grant, is there a “Local Match” Requirement?  
 This Program is not a Grant.  
 This Program is a Grant, but there is no Local Match requirement.  
 This Program is a Grant, and there is a Local Match requirement of: (Check one)  
 Cash (such as tax levy, user fees, donations, etc.)  
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)
  
- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)  
 No.  
 Yes, the Amount is Less than \$30,000.  
 Yes, the Amount is \$30,000 or more AND: (Check one)  
 The capital request HAS been approved by the CIP Committee.  
 The capital request HAS NOT been approved by the CIP Committee.

---

**COMPLETED BY FINANCE DEPARTMENT:**

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

**MARATHON COUNTY**  
**Budget Transfer Authorization Request Form**

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

**DEPARTMENT:** Highway

**BUDGET YEAR:** 2021

**TRANSFER FROM:**

Action	Account Number	Account Description	Amount
Revenue Increase	801-265 8 9900	Use F/B: Infrastructure Design	200,000

**TRANSFER TO:**

Action	Account Number	Account Description	Amount
Expenditure Increase	801-284 9 2190	Infrastructure: Other Prof Svc	200,000

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

**Requested By:** Mary Rosensprung

**Date Completed:** 4/29/2021

**COMPLETED BY FINANCE DEPARTMENT:**

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

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

**MARATHON COUNTY**  
**Budget Transfer Authorization Request – Supplemental Information**

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

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)  
Highway Infrastructure Cost Center
  
- 2) Provide a brief (2-3 sentence) description of what this program does.  
Funds the design and engineering costs associated major infrastructure projects such as roadways and bridges within Marathon County.
  
- 3) This program is: (Check one)  
 An Existing Program.  
 A New Program.
  
- 4) What is the reason for this budget transfer?  
 Carry-over of Fund Balance.  
 Increase/Decrease in Grant Funding for Existing Program.  
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.  
 Set up Initial Budget for New Grant Program.  
 Set up Initial Budget for New Non-Grant Program  
 Other. Please explain: [Click here to enter description](#)
  
- 5) If this Program is a Grant, is there a "Local Match" Requirement?  
 This Program is not a Grant.  
 This Program is a Grant, but there is no Local Match requirement.  
 This Program is a Grant, and there is a Local Match requirement of: (Check one)  
 Cash (such as tax levy, user fees, donations, etc.)  
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)
  
- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)  
 No.  
 Yes, the Amount is Less than \$30,000.  
 Yes, the Amount is \$30,000 or more AND: (Check one)  
 The capital request HAS been approved by the CIP Committee.  
 The capital request HAS NOT been approved by the CIP Committee.

---

**COMPLETED BY FINANCE DEPARTMENT:**

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

**RESOLUTION #R-32-21**

**RESOLUTION TO ACCEPT DONATION OF PROPERTY LOCATED AT 1312 N 16TH AVE WAUSAU WISCONSIN FROM HABITAT FOR HUMANITY AND AMENDING 2021 BUDGET TO ACCOUNT FOR SUCH DONATION**

WHEREAS, Habitat for Humanity owns a vacant parcel of land in Marathon County located at 1312 N 16<sup>th</sup> Ave Wausau, Wisconsin; and

WHEREAS, Habitat for Humanity wishes to donate this land to the County; and

WHEREAS, said parcel is adjacent to property located at 1308 N 16<sup>th</sup> Ave Wausau, that is currently owned by Marathon County by Tax Deed; and

WHEREAS, Wis. Stats., § 59.52 (19), authorizes the County Board to accept donations, gifts or grants for any public governmental purpose within the powers of the county; and

WHEREAS, Wis. Stats., § 75.35(4), indicates that a county may purchase lands adjacent to tax deeded lands in cases where the County Board determines that such purchase will improve the salability of such tax deeded lands; and

WHEREAS, at its meeting on May 11, 2021 meeting, the Human Resources and Finance and Property Committee reviewed Habitat for Humanities offer and determined that:

- The property is currently unbuildable
- Acceptance of the donation saves the time and expense involved in taking said property by tax deed; and

WHEREAS, § 65.90(5)(a), Wis. Stats., dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors for the County of Marathon does hereby ordain and resolve to accept the donation of land at 1312 N 16<sup>th</sup> Ave Wausau Wisconsin, provided that title can be transferred free and clear of all liens and encumbrances, except easements, building and use restrictions and covenants of record and general taxes levied in the year of closing.

BE IT FURTHER RESOLVED, that the 2021 budget is amended to account for the acceptance of this donation.

BE IT FINALLY RESOLVED that the proper officers of Marathon County are hereby authorized and directed to take all actions necessary to effectuate this Resolution.

SUBMITTED this 25th day of May, 2021

**HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE**

John Robinson, Alyson Leahy, Jonathan Fisher, EJ Stark,  
Yee Leng Xiong, Craig McEwen, Kurt Gibbs

Fiscal Impact: \$30 filing fee to transfer the deed.

**RESOLUTION NO. R-33-21**

**COUNTY LAND EXCHANGE IN THE TOWNS OF EASTON AND HARRISON**

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends approving a land exchange between Kay Ray LLC and Marathon County; and;

WHEREAS, Kay Ray LLC owns 40 acres of property described as follows: NENE, Section 20, T30N-R10E, Town of Harrison, Marathon County, Wisconsin, for all purposes, including those of assessment, taxation, devise, decent, and conveyance as described in Section 706.01(4) of the Wisconsin Statutes; and (Exhibit A)

WHEREAS, Kay Ray LLC would like to exchange said property for 80 acres of Marathon County owned land located in: S 1/2 of NE 1/4, Section 26, T29N-R9E, Town of Easton, Marathon County, Wisconsin, for all purposes, including those of assessment, taxation, devise, decent, and conveyance as described in Section 706.01(4) of the Wisconsin Statutes; and (Exhibit B)

WHEREAS, Marathon County and Kay Ray LLC have accepted the exchange of lands under the terms of the attached Vacant Land Offer to Purchase Agreements; and

WHEREAS, this exchange will meet the objectives of the Marathon County Forest Comprehensive Land Use Plan; and

WHEREAS, Objective 5.2 of the 2018 – 2022 Marathon County Strategic Plan promotes sound land use decisions that conserve and preserve natural resources in decisions with economic development and growth; and;

WHEREAS, Strategies “C” and “F” of the Strategic Plan are to acquire land for public park and forest use to retain natural landscapes and protect natural resources; and;

WHEREAS, this exchange of land meets Outcome Measure 3 of the Strategic Plan of acquiring an average of 320 acres of land per year for the Marathon County Parks and Forests system; and;

WHEREAS, the County Board has the authority to acquire said property as well as sell or convey said property under terms determined by the Board for the purpose of establishing County Forest land pursuant to SS 59.52(6) and 28.10, Stats; and;

WHEREAS, acquisition of this property would perpetually provide forest products to our local economy, revenues to the County, outdoor recreation opportunities to the public, and improve property administration on the County Forest; and;

WHEREAS, the leadership of the Towns of Harrison and Easton support the land exchange;

NOW, THEREFORE, the Board of Supervisors of the County of Marathon does hereby ordain and resolve as follows:

1. To authorize the exchange of the Kay Ray LLC and Marathon County properties in accordance with the terms and conditions of the Vacant Land Offer to Purchase Agreements; and;
2. Direct the property acquired from Kay Ray LLC be entered under Wis. Stats. 28.11 and be

designated as regular County forest lands;

3. Deposit \$100,000.00 from Kay Ray LLC into the Forestry Segregated Land Purchase Account #153-778-8311 Sale of Land to be designated for future County forest land purchases;
4. To authorize the proper County officials to execute the documents necessary to complete this transaction.

BE IT FURTHER RESOLVED that the County Clerk is directed to issue checks pursuant to this resolution and the Treasurer to honor said checks.

Dated this 25th day of May, 2021.

#### HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

John Robinson, Alyson Leahy, Jonathan Fisher, EJ Stark,  
Yee Leng Xiong, Craig McEwen, Kurt Gibbs

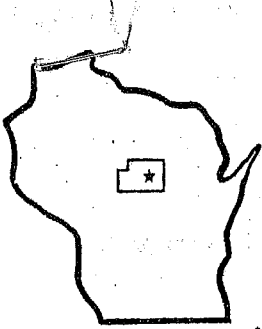
#### ENVIRONMENTAL RESOURCES COMMITTEE

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

#### FORESTRY/RECREATION COMMITTEE

Arnold Schlei, Rick Seefeldt, Tom Rosenberg

Fiscal Impact Estimate: Closing costs of approximately \$1500.00 from the Forestry Segregated Land Purchase Account. Revenue of \$100,000.00 to the Forestry Segregated Land Purchase Account.



# MARATHON COUNTY BOARD OF SUPERVISORS

Courthouse - Wausau, Wisconsin - 54401 - Telephone 842 - 2141

July 31, 1978

Mr. Richard Delap  
Department of Social Services  
Grand Avenue  
Wausau, WI 54401

Dear Mr. Delap:

This letter is in reference to the conversation you and Mr. Baur had about the 80 acres in the Township of Easton that is under Marathon County's Social Services jurisdiction.

The Forestry, Recreation, Zoning and Planning Committee, at their July 28, 1978 meeting, passed a resolution asking the Social Services Board to transfer the 80 acres known as the South One-half of the Northeast Quarter, Section 26, Township 29 North, Range 9 East, to the Marathon County Forestry Department.

This land then would be used for trading lands within the county forest boundaries which is a policy of the County Board and all land trades must be approved by the County Board. The county forest lands are set aside by the County Board to be held in trust for the citizens of Marathon County. These lands are used for forestry and recreation such as: Hunting, fishing, hiking, snowmobiling and berry picking.

Marathon County would retain the mineral rights to this property if and when it is traded.

The forestry land that would be acquired through trading would be memorialized in the name of Robert Bitzke.

All normal costs to maintain this property would be paid for by the Forestry Department such as: Fencing, surveying costs, etc..

The Forestry, Recreation, Zoning and Planning Committee asks your serious consideration on this proposal and feel the citizens of Marathon County will be the benefactors.

Sincerely,

LYNN NIMZ, CHAIRPERSON  
FORESTRY, RECREATION, ZONING  
AND PLANNING COMMITTEE

LN/jb





230

WHEREAS, Robert Bitzke, deceased, was a public spirited individual who lived in the Township of Easton, and

WHEREAS, Mr. Bitzke also appreciated the care given to his relative for many years by Marathon County and wanted to show his appreciation, and

WHEREAS, Mr. Bitzke donated eighty acres of farm and forested lands together with other assets amounting to \$6,000 to Marathon County, Department of Social Services, to be used for public benefit, and

WHEREAS, the Department of Social Services has met with the Park and Forestry Departments and have determined that the best use for this land is for improvements at the Dells of the Eau Claire County Park and to block in the lands of the County Forests, and

WHEREAS, appropriate acknowledgment and identification of improvements will be made by Marathon County, and

THEREFORE BE IT RESOLVED by the Marathon County Board of Supervisors to accept these recommendations that the following described parcel of land in Marathon County: The South one-half (S $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section Twenty - Six (26) Township Twenty - Nine (29) North, Range Nine (9) East, to be used to improve blocking on the County Forest, and

BE IT FURTHER RESOLVED that the twelve thousand (\$12,000) dollars of the Forestry Department funds now deposited in the Sale of Land and Forest Products Account ((26000007) be designated for the purchase of park lands at the Dells of the Eau Claire County Park, and

BE IT FURTHER RESOLVED that any additional accumulated funds from the estate be also deposited in the Sale of Land and Forest Products Account (26000007) to be designated for the same purpose.

Dated: February 26, 1980

DEPARTMENT OF SOCIAL SERVICES

Edward F. Fenhaus

Alfred L. Joswiak

Norman Walters

Art Fenske

Anthony R. Sherfinski

Daniel Bohman

FORESTRY COMMITTEE

Lynn M. Nimz

Jaqueline Turk

Eugene Howe

Bernard Kroening

PARK COMMISSION

Gordon S. Gunderson

Charles Scholfield

Frederick E. Werner

John vonGnechten

F. Marth

Arnold Austin

Stanley Grzadzielewski

Fiscal Impact: Revenue to Marathon County.

Moved by Supervisor Fenhaus, seconded by Supervisor Joswiak to adopt the resolution. Richard Delap, Director of Social Services stated that Mr. Bitzke had willed the property to Marathon County. A roll call vote was taken.

AYES: Anklam, Bohman, Fenhaus, Flynn, Golembiewski, Greiner, Grzadzielewski, Gunderson, Hansen, Heiser, Johnson, Joswiak, Kleinschmidt, Kohlbeck, Kort, Kroening, Kufahl, Loskot, MacDonald, Machmueller, Mayer, McClain, Nimz, Ohlinger, Osswald, Otto, Robinson, Sherfinski, Straub, Turk, vonGnechten, Walkowski, Walters, Werner, Wiley, Zell, Zinkowich

## LAND EXCHANGE SUMMARY

In 1967 after the passing of Mr. Robert Bitzke his last will and testament gifted 80 acres of land in the Town of Easton to the Marathon County Public Welfare Department now known as the Marathon County Social Services Department. Minutes from the Forestry, Recreation, Zoning and Planning Committee in 1978–79 indicate that the Social Services Director asked that a proposal be developed to transfer the land to the Forestry Department. A resolution by the Marathon County Board of Supervisors on February 26, 1980 was adopted transferring the gift of land and \$6,000.00 for improvements at the Dells of the Eau Claire County Park. The land then would be used for trading lands within the County forest Boundaries. Approximately 28 acres has been under a farm lease over the past 40 years but in 2020 the farmer asked to terminate the lease. Since 1980 this 80 acre parcel of land has been held in County ownership for an opportunity just as this.

Recently, Al McGowan of Kay Ray LLC approached the County about a potential trade of this 80 acres for 40 acres in the Town of Harrison bordered on 4-sides of County forest. Appraisals were completed on both properties, negotiations commenced and a Vacant Land Offer to Purchase was agreed by both parties where the trade of lands occur. In addition, \$100,000.00 would be paid to Marathon County for the additional value between the Counties 80 acres and Kay Ray LLC 40 acres. The Committee's are recommending that the exchange of lands be considered and approved by the Marathon County Board of Supervisors under the terms and conditions of the Vacant Land Offers to Purchase, addendums and resolution.

**WB-13 VACANT LAND OFFER TO PURCHASE**

1. LICENSEE DRAFTING THIS OFFER ON April 20, 2021 (DATE) IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Kay Ray LLC

4 offers to purchase the Property known as 018-2909-261-0996, SENE, Section 26, T29N – R9E and

5 018-2909-261-0997, SWNE, Section 26, T29N – R9E

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7 attach as an addendum per line 686] in the Town of Easton

8 County of Marathon Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is See Addendum "A" 2.C.

10 \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A

13  
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**  
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) and the following: N/A

18  
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**  
20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be  
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not  
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations  
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**  
27 **an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before May 1, 2021

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**  
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on No later than July 30, 2021

37  
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**  
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**  
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**  
43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ 1,000.00 accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 1,000.00 will be mailed, or commercially, electronically  
48 or personally delivered within 5 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as

50 Marathon County, a municipal body corporate, seller) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**  
54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
79 this Offer except: N/A

80 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any  
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from  
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who  
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02  
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to  
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report  
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by  
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if  
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
96 Seller's Vacant Land Disclosure Report dated 4-15-2021, which was received by Buyer prior to Buyer  
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
98 and N/A

99 \_\_\_\_\_  
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
  - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
  - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
  - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
  - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
  - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.  
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).  
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.

182  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 7 days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**  
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**  
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**  
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.  
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these  
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on  
246 lines 256-281 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers: (1)  
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Private land ownership  
252 \_\_\_\_\_

253 \_\_\_\_\_ **[insert proposed use**  
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**  
255 **purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
257 251-255.

258  **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that  
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such  
260 development.

261  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a  
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of  
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of  
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

266 **ALL THAT APPLY:**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding  
267 tank;  other: N/A

268  **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271  **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the  
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items  
273 related to Buyer's proposed use: N/A

274 \_\_\_\_\_  
275  **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at  
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

277  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;

278  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;

279  other \_\_\_\_\_  
280  **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public  
281 roads.

282  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY**  rezoning;  conditional use permit;  
284  variance;  other N/A \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller  
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by  
289 a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**  
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: N/A

293 \_\_\_\_\_  
294 \_\_\_\_\_ **STRIKE AND COMPLETE AS APPLICABLE** . Additional map features that may  
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**  
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially  
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of  
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be  
319 reported to the Wisconsin Department of Natural Resources.

320  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date  
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
324 inspection of N/A

325 \_\_\_\_\_ (list any Property component(s)  
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent  
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**  
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**  
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial

359 monthly payments of principal and interest shall not exceed \$\_\_\_\_\_. Buyer acknowledges that lender's  
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
362 to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan



363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached  
 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.

372  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
 373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
 374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.  
 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or,

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
 384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
 386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.  
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
 390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
 394 unavailability.

395  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.  
 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
 402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after

404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
 406 the time of verification, sufficient funds to close; or

407 (2) \_\_\_\_\_  
 408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
 414 access for an appraisal constitute a financing commitment contingency.

415  **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
 421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~§ STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
 424 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
436 Buyer's property located at See description of property owned by Seller given in exchange to Buyer described in Addendum "A".2.C.  
437 no later than July 30, 2021 (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

442  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of \_\_\_\_\_  
447 \_\_\_\_\_ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

450  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: \_\_\_\_\_  
453 \_\_\_\_\_

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time  
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~BUYER~~ ("Buyer" if neither is  
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
468 association assessments, fuel and \_\_\_\_\_

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE  
474 APPLIES IF NO BOX IS CHECKED.

475  Current assessment times current mill rate (current means as of the date of closing).

476  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478  Seller's property given in exchange to Buyer is not subject to real estate taxes

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
480 **substantially different than the amount used for proration especially in transactions involving new construction,**  
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
482 **assessor regarding possible tax changes.**

483  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

#### 488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land  
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and N/A

495 \_\_\_\_\_  
 496 \_\_\_\_\_ (insert other allowable exceptions from title, if  
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute  
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-  
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
 513 or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the Property as of a date no more  
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be  
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 517 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
 518 such event, Seller shall have 30 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to  
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to  
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the  
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments  
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
 536 (written) (oral) **STRIKE ONE** lease(s), if any, are N/A

537 \_\_\_\_\_  
 538 \_\_\_\_\_, Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

#### 539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square  
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas  
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land  
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and  
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
600 damages.

601 If Seller defaults, Buyer may:

602 (1) sue for specific performance; or

603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers  
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC  
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum "A"

651 \_\_\_\_\_  
652 \_\_\_\_\_  
653 \_\_\_\_\_  
654 \_\_\_\_\_  
655 \_\_\_\_\_  
656 \_\_\_\_\_  
657 \_\_\_\_\_  
658 \_\_\_\_\_  
659 \_\_\_\_\_  
660 \_\_\_\_\_  
661 \_\_\_\_\_  
662 \_\_\_\_\_  
663 \_\_\_\_\_  
664 \_\_\_\_\_

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
667 688-683.

668 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Tom Lovlien, Marathon County Forest Administrator

671 Name of Buyer's recipient for delivery, if any: Alan McGowan

672  (2) Fax: fax transmission of the document or written notice to the following number:

673 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

674  (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
676 line 679 or 680

677  (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: 212 River Drive, Suite 2, Wausau, WI 54403

680 Address for Buyer: 232240 Thornapple Creek Road, Aniwa WI 54408

681  (4) Email: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: \_\_\_\_\_

683 Email Address for Buyer: \_\_\_\_\_

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686  **ADDENDA:** The attached Addendum "A" is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Marathon County Corporation Counsel, Scott Corbett

688 \_\_\_\_\_

689 (x) Alan McGowan ALAN MCGOWAN 4-24-21  
690 Buyer's Signature ▲ Print Name Here ► Alan McGowan Date ▲

691 (x) Karla McGowan KARLA MCGOWAN 4-24-21  
692 Buyer's Signature ▲ Print Name Here ► Karla McGowan Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
696 **COPY OF THIS OFFER.**

697 (x) Jamie Polley Jamie Polley, PRF Director 4/23/21  
698 Seller's Signature ▲ Print Name Here ► Date ▲

699 (x) \_\_\_\_\_  
700 Seller's Signature ▲ Print Name Here ► Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
702 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

703 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Buyer: Kay Ray LLC  
Seller: County  
Addendum A

1. Contingencies:

- A. This offer is contingent upon Buyer's actual receipt of a completed Vacant Land Disclosure Report. Buyer reserves the right to terminate this vacant land offer to purchase due to any conditions disclosed in the report not acceptable to Buyer.
- B. Seller agrees to pay fee for warranty deed.
- C. Seller agrees to pay for title insurance.
- D. Seller agrees to pay Wisconsin real estate transfer fee.
- E. Buyer shall pay recording fees.
- F. There is no financing contingency.

2. Additional Terms:

- A. Seller warrants all timber present on the property at the time of this offer will remain on the property through the date of closing.
- B. There is \$1,000.00 earnest money involved in this transaction.
- C. Purchase Price:  
\$100,000.00 plus exchange of property owned by Kay Ray LLC given to County consisting of approximately 40 acres and valued at \$111,200.00, described as follows: NENE all in Section (20) Township (30) North, Range (10) East, Town of Harrison, County of Marathon, State of Wisconsin. Pin #038-3010-201-0999.

3. GRATUITIES AND KICKBACK

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

**WB-13 VACANT LAND OFFER TO PURCHASE**

1. LICENSEE DRAFTING THIS OFFER ON April 20, 2021 (DATE) IS (AGENT OF BUYER)  
2. (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3. The Buyer, Marathon County, a municipal body corporate  
4. offers to purchase the Property known as 038-3010-201-0999, NENE, Section 20, T30N – R10E

5.  
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or  
7 attach as an addendum per line 686] in the Town of Harrison,  
8 County of Marathon Wisconsin, on the following terms:

9. **PURCHASE PRICE** The purchase price is See Addendum "A" 2.C.  
10. Dollars (\$ \_\_\_\_\_).

11. **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12. stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N/A

13.  
14. **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
15. or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16. **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17. lines 12-13) and the following: N/A

18.  
19. **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented  
20. and will continue to be owned by the lessor.**

21. "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be  
22. treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
23. to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not  
24. limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations  
25. and docks/piers on permanent foundations.

26. **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in  
27. an addendum per line 686.**

28. **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29. on or before May 1, 2021

30. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32. **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
33. copies of the Offer.

34. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term  
35. Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36. **CLOSING** This transaction is to be closed on No later than July 30, 2021  
37.

38. at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39. Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40. **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently  
41. verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real  
42. estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money  
43. transfer instructions.**

44. **EARNEST MONEY**  
45. ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.  
46. If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.  
47. ■ EARNEST MONEY of \$ \_\_\_\_\_ will be mailed, or commercially, electronically  
48. or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.  
49. All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as \_\_\_\_\_)  
50. \_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**

51. (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52. **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an  
53. attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special  
54. disbursement agreement.**

55. ■ ~~THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.~~



56 ■ ~~DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:~~ If negotiations do not result in an accepted offer and the  
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ ~~LEGAL RIGHTS/ACTION:~~ The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
 73 residential property with one to four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
 79 this Offer except: N/A

80 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any  
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from  
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who  
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02  
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to  
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report  
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by  
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if  
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
 96 Seller's Vacant Land Disclosure Report dated 4-15-2021, which was received by Buyer prior to Buyer  
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
 98 and N/A

99 \_\_\_\_\_  
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
  - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
  - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
  - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
  - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
  - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.  
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).  
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.

182  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 7 days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**  
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**  
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**  
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.  
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these  
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on  
246 lines 256-281 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers: (1)  
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Enrolling property into Wisconsin County Forest  
252 Land Program

253 \_\_\_\_\_ [insert proposed use  
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to  
255 purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
257 251-255.

258  **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that  
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such  
260 development.

261  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a  
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of  
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of  
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255  **CHECK**

266 **ALL THAT APPLY:**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding  
267 tank;  other: N/A

268  **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271  **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the  
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items  
273 related to Buyer's proposed use: N/A

274 \_\_\_\_\_  
275  **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at  
276 the lot line, across the street, etc.)  **CHECK AND COMPLETE AS APPLICABLE:**

277  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  
278  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  
279  other \_\_\_\_\_

280  **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public  
281 roads.

282  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller)  **STRIKE ONE** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a  **CHECK ALL THAT APPLY**  rezoning;  conditional use permit;  
284  variance;  other N/A \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  **STRIKE ONE** ("Seller  
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by  
289 a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's)  **STRIKE ONE**  
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: N/A

293 \_\_\_\_\_  
294  **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may  
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**  
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially  
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of  
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be  
319 reported to the Wisconsin Department of Natural Resources.

320  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date  
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
324 inspection of N/A

325 \_\_\_\_\_ (list any Property component(s)  
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent  
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**  
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**  
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
359 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
362 to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached  
 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.

372  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
 373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
 374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.  
 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or,

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
 384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
 386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.  
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
 390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
 394 unavailability.

395  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.  
 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
 402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
 404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
 406 the time of verification, sufficient funds to close; or

407 (2) \_\_\_\_\_  
 408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
 414 access for an appraisal constitute a financing commitment contingency.

415  **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
 421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~§ STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
 424 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435  **CLOSING OF BUYERS PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
436 Buyer's property located at See description of property owned by Seller given in exchange to buyer described in Addendum "A" 2.C.  
437 no later than July 30, 2021 (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

442  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of \_\_\_\_\_  
447 \_\_\_\_\_ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

450  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: \_\_\_\_\_  
453 \_\_\_\_\_

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time  
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~BUYER~~ ("Buyer" if neither is  
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
468 association assessments, fuel and \_\_\_\_\_

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE  
474 APPLIES IF NO BOX IS CHECKED.

475  Current assessment times current mill rate (current means as of the date of closing).

476  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 \_\_\_\_\_  
479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
480 **substantially different than the amount used for proration especially in transactions involving new construction,**  
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
482 **assessor regarding possible tax changes.**

483  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

#### 488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed**  
 490 **(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as**  
 491 **provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements**  
 492 **entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use**  
 493 **restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land**  
 494 **Disclosure Report and in this Offer, general taxes levied in the year of closing and N/A**

495 \_\_\_\_\_  
 496 \_\_\_\_\_ (insert other allowable exceptions from title, if  
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute  
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-  
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
 513 or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the Property as of a date no more  
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be  
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 517 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
 518 such event, Seller shall have 30 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to  
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to  
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the  
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments  
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
 536 (written) (oral) **STRIKE ONE** lease(s), if any, are N/A

537 \_\_\_\_\_  
 538 \_\_\_\_\_ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

#### 539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive



545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square  
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas  
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**  
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and  
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
600 damages.

601 If **Seller defaults**, Buyer may:

602 (1) sue for specific performance; or

603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers  
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC  
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum "A"

651 \_\_\_\_\_  
652 \_\_\_\_\_  
653 \_\_\_\_\_  
654 \_\_\_\_\_  
655 \_\_\_\_\_  
656 \_\_\_\_\_  
657 \_\_\_\_\_  
658 \_\_\_\_\_  
659 \_\_\_\_\_  
660 \_\_\_\_\_  
661 \_\_\_\_\_  
662 \_\_\_\_\_  
663 \_\_\_\_\_  
664 \_\_\_\_\_

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
667 688-683.

668 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Kay Ray LLC, Alan McGowan

671 Name of Buyer's recipient for delivery, if any: Tom Lovlien, Marathon County Forest Administrator

672  (2) Fax: fax transmission of the document or written notice to the following number:

673 Seller: ( ) Buyer: ( )

674  (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
676 line 679 or 680

677  (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: 232240 Thornapple Creek Road, Aniwa WI 54408

680 Address for Buyer: 212 River Drive, Suite 2, Wausau, WI 54403

681  (4) Email: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: \_\_\_\_\_

683 Email Address for Buyer: \_\_\_\_\_

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686  **ADDENDA:** The attached Addendum "A" is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Marathon County Corporation Counsel, Scott Corbett

688 \_\_\_\_\_

689 (x) Jamie Polley Jamie Polley 4/23/21  
690 Buyer's Signature ▲ Print Name Here ► Jamie Polley, PRF Director Date ▲

691 (x) \_\_\_\_\_  
692 Buyer's Signature ▲ Print Name Here ► Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
696 **COPY OF THIS OFFER.**

697 (x) Alan McGowan ALAN MCGOWAN 4-24-21  
698 Seller's Signature ▲ Print Name Here ► Alan McGowan Date ▲

699 (x) Karla McGowan KARLA MCGOWAN 4-24-21  
700 Seller's Signature ▲ Print Name Here ► Karla McGowan Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
702 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

703 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Buyer: County  
Seller: Kay Ray LLC  
Addendum A

1. Contingencies:

- A. This Agreement is contingent upon approval of this purchase, under the terms herein provided, by the Forestry/Recreation Committee, Environmental Resources Committee, Human Resources, Finance and Property Committee, and by the Board of Supervisors of the County of Marathon by specific resolution.
- B. This offer is contingent upon Buyer's actual receipt of a completed Vacant Land Disclosure Report. Buyer reserves the right to terminate this vacant land offer to purchase due to any conditions disclosed in the report not acceptable to Buyer.
- C. Seller agrees to pay fee for warranty deed.
- D. Seller agrees to pay for title insurance.
- E. Seller agrees to pay Wisconsin real estate transfer fee.
- F. Buyer shall pay recording fees.
- G. There is no financing contingency. Buyer is a political subdivision of the State of Wisconsin with taxing authority.

2. Additional Terms:

- A. Seller understands that Buyer is not acquiring the property by condemnation. Buyer has not exercised or threatened to exercise its power of eminent domain. Seller and Buyer both agree that this is a voluntary sale of property and that each party has acted in its own best interests in negotiating and carrying out this transaction. Seller hereby releases Buyer from any and all liability under Wisconsin Statutes, Chapter 32.
- B. Seller warrants all timber present on the property at the time of this offer will remain on the property through the date of closing.
- C. Purchase Price: \$1.00 plus exchange of property owned by County given to Kay Ray LLC consisting of approximately 80 acres and valued at \$256,000.00, described as follows: SENE and SWNE all in Section (26), Township (29) North, Range (9) East, Town of Easton, County of Marathon, State of Wisconsin. Pin #018-2909-261-0996 and #018-2909-261-0997.
- D. There is no earnest money involved in this transaction.

3. GRATUITIES AND KICKBACK

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.



# Exhibit B

## Land Exchange For County Forest Acquisition

### Town of Easton



0 0.25 0.5 1 Miles



**RESOLUTION # R - 34 - 21**  
**RESOLUTION APPROVING CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION**  
**INTERGOVERNMENTAL AGREEMENT AND OPERATING AGREEMENT**

**WHEREAS**, Marathon County, the City of Wausau, and North Central Health Care have an existing agreement, pursuant to Wis. Stat. § 66.0301, that establishes a City-County Information Technology Commission to implement and operate a cooperative data and management information system; and

**WHEREAS**, the City-County Information Technology Commission Board of Commissioners has proposed certain revisions to the Intergovernmental Agreement and Operating Agreement of the City-County Information Technology Commission that require approval of the Marathon County Board of Supervisors. Those proposed revisions are attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Marathon does hereby approve the attached changes to the City-County Information Technology Commission Intergovernmental Agreement and Operating Agreement.

Dated the 25th day of May, 2021.

**BOARD OF COMMISSIONERS, CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION**

/s/ Kurt Gibbs /s/ Lance Leonhard /s/ Katie Rosenberg /s/ Maryanne Groat /s/ Michael Loy /s/ Thomas Boutain

Fiscal Impact: The citizen commissioner to the Board of Commissioners may require the payment of a per diem amount as well as mileage reimbursement. These rates would be set during the annual budget approval process for the City-County Information Technology Commission.

5/4/2021

**CITY-COUNTY INFORMATION TECHNOLOGY COMMISSION  
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, effective April 6<sup>th</sup>, 2021, is made between Marathon County, the City of Wausau, and the North Central Health Care governmental units located in the State of Wisconsin, an establishment of a commission in accordance with Wis. Stats., §66.0301 as follows:

ARTICLE I Name

and Office

The name of this commission shall be the City-County Information Technology Commission. The principal office of the commission shall be at 407 Grant Street, Wausau, Wisconsin 54403.

ARTICLE II

Purpose

The purpose of the City-County Information Technology Commission (CCITC) is to provide for the implementation and operation of a cooperative data and management information system at a reasonable cost to foster efficiency in the provision of services under the direction of the governing Board of Commissioners.

ARTICLE III

Definition of Terms

For the purpose of this agreement, the following definitions shall be in effect:

"Commission" means the City-County Information Technology Commission.

"Board" means the Board of Commissioners of the City-County Information Technology Commission.

"Governmental Unit" means any city, village, township, county, school district or other political subdivision as sanctioned by law.

"Partner" means the governmental units which are parties to this agreement.



"Software" means computer programs, forms designs, user manuals and associated documentation.

"Enterprise equipment and systems" means all forms of technology in hardware and software that CCITC uses to provide services such as networking, security, storage, servers, etc to all Partners.

#### ARTICLE IV

##### Additional Partners

Section 1: Additional governmental units desiring to be Partners of this Commission shall adopt and execute a copy of this agreement and pay the established dues and charges upon approval of the existing Partners' governing boards.

#### ARTICLE V

##### Board of Commissioners

Section 1: The Commission shall be governed by a Board of Commissioners to be known as the City-County Information Technology Commission Board.

Section 2: The City-County Information Technology Commission Board shall consist of seven (7) Commissioners. The Commissioners shall be the persons occupying the following positions:

- a. City of Wausau Mayor or Designee.
- b. City of Wausau Finance Director.
- c. Marathon County Board of Supervisors' Chairman or Designee.
- d. Marathon County Administrator or Designee.
- e. North Central Health Care Commission CEO or designee
- f. North Central Health Care designee. The North Central Health Care CEO will be the designator
- g. The seventh Commissioners shall be appointed by a majority of the other six (6) Commissioners. Once appointed by the CCITC Board, the citizen commissioner shall be confirmed by the Marathon County Board, The city of Wausau Common Council and the

North Central Health Care board.

Section 3: The citizen Board Commissioner may be removed by majority vote of the Marathon County Board of Supervisors, the City of Wausau Common Council, and the North Central Health Care Board.

Section 4: The citizen Commissioner shall serve for a term of two (2) years . Beginning in April 2021, the non-citizen members shall recruit candidates for the citizen position and recommend the candidate for appointment by each of the member entities at least one week before the May CCITC Board meeting. Commissioners may be re-appointed to additional terms.

Section 5: The term of the citizen Commissioners shall end at the time of the May Marathon County Board of Supervisors meeting held in the middle of the term of the chairman of the Marathon County Board of Supervisors.

Section 6: In the event of a need to fill the position mid-term, an interim appointment will be made. If the opening is within 9 months of the end of the term, the CCITC board will appoint an interim commissioner to serve out the remainder of the term.

Section 7: The citizen commissioner shall be paid a per diem for each meeting attended, whether in person or virtual. The per diem amount should be set during the annual budget approval process for CCITC rates. The member would also be eligible for mileage reimbursement.

## ARTICLE VI

### Powers of the Board of Commissioners

Section 1: Subject to rules promulgated under the Wisconsin Statutes and Marathon County/City of Wausau ordinances and goals established by the City-County Information Technology Commission Board, the Board shall provide for:

- a. Continuous planning, development and evaluation of programs and services for all service groups;
- b. Establish long-range goals and intermediate range plans, detail priorities and estimate costs;
- c. Develop new resources necessary to carry out its purposes;
- d. Appoint a Director of the Commission on the basis of recognized and demonstrated interest in and knowledge of information systems, with due regard to training, experience, administrative ability, and general qualifications and fitness for the performance of the duties of the Director;

- e. Fix the salaries of personnel employed;
- f. Enter into contracts to render to or secure services, including professional consultation services;
- g. Perform all functions required by applicable law;
- h. To acquire, hold and dispose of property both real and personal as the Board deems necessary, to accumulate and maintain reasonable working capital reserves and invest and reinvest these funds subject to the applicable laws;
- i. Shall cause an annual independent audit of the books to be made and shall make a monthly financial accounting, and report to the Partners;
- j. The Board may purchase public liability insurance and such other bonds or insurance as it may deem necessary;
- k. The Board may adopt such rules and procedures as necessary with regard to its process and actions.
- l. Annually review and adopt a charge-back system.

Section 2: The Board may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental unit or organization and may enter into agreements required in connection therewith and may hold, use and dispose of such monies or property in accordance with the terms of the gift, grant, loan or agreement.

Section 3: The Board may exercise any other power necessary and incidental to the accomplishment of the general purpose.

## ARTICLE VII Board

### Procedures

Section 1: The annual meeting of the Board shall be held in April at the time and place designated by the Chairman.

Section 2: The regular meetings of the Board shall be held monthly as scheduled by the Chairman at the previous meeting.

Section 3: Special meetings of the Board shall be called by the Secretary upon request of the Chairman.

Section 4: Notice of regular and special meetings of the Board shall be given at least twenty-four (24) hours before such meeting in a manner which complies with the Wisconsin Open Meeting Law.

Section 5: At all meetings of the Board, the presence of five (5) Commissioners shall constitute a quorum and action shall be taken by majority vote of Commissioners present and constituting a quorum.

Section 6: All parliamentary practice in conducting the business of the meeting not herein specifically provided for shall follow [the most current edition of] Robert's Rules of Order[newly revised].

Section 7: Board Commissioners that may be required to travel to meetings outside of Marathon County shall be reimbursed for expenses subject to obtaining prior approval from the Board. Approval of expenses shall be made by the Board upon review of an itemized statement submitted by the Commissioner.

#### ARTICLE VIII Board

##### Committees

Section 1: The Chairman of the Board may appoint such committees as deemed necessary to carry out functions and responsibilities of the Board subject to approval by the Board.

Section 2: The Chairman may appoint as members to such committees persons who are qualified to serve but who are not Commissioners of the Board subject to approval of the Board.

#### ARTICLE IX

##### Officers

Section 1: The officers of the Board shall be Chairman, Vice Chairman, Secretary-Treasurer, and shall be elected by the Board at its annual meeting.

Section 2: Nomination for each office of the Board shall be made by the Commissioners of the Board at the annual meeting of the Board.

Section 3: Officers shall be elected by the Commissioners for each office. The nominee receiving the most votes for each office shall be elected.

Section 4: The term of office of each officer shall be one (1) year or until a successor shall be

elected.

Section 5: The Chairman shall preside at all meetings of the Board.

Section 6: The Vice Chairman shall, in the absence or incapacity of the Chairman, perform the duties of the Chairman.

Section 7: The Secretary-Treasurer shall be responsible for the minutes of the Board and shall assure that notices of all meetings of the Board are given, and shall perform all usual duties of the office of Treasurer.

## ARTICLE X

### Powers and Duties of Director

Section 1: All of the administrative duties of managing, operating, maintaining, and improving the services shall be vested in the Director subject to such delegation of authority as is consistent with Wisconsin Statutes.

Section 2: In consultation and agreement with the Board, the Director shall prepare:

- a. An annual plan and budget of all funds necessary for providing services, in which priorities and objectives for the year are established as well as modifications of long-range objectives;
- b. Intermediate-range plans and budgets;
- c. An annual report of the operations of the services.

Section 3: The Director shall manage the implementation of the plans as approved by the Board.

Section 4: The Director shall make recommendations to the Board for:

- a. Personnel and salaries of employees;
- b. Changes in services;
- c. Contracts.

## ARTICLE XI

### Financial Matters

Section 1: The fiscal year of the Commission shall be the calendar year.

Section 2: An annual budget for the upcoming year shall be reviewed by the Board in August of each year. A budget shall be approved at the September board meeting and copies shall be mailed to the chief administrative officer of each Member by the Director (or Finance Manager) within two weeks of the approval. Such budget, including charges for services, shall be deemed approved by the Member unless the Member gives notice in writing that it is withdrawing from the Commission within sixty (60) days of adoption of the budget.

Section 3: The Board shall have the authority to fix cost sharing charges for all Partners in an amount sufficient to provide the funds required by the budget. The cost sharing ratio shall be fixed by the Board annually at the budget meeting. An initial capital contribution shall be made to the Commission by new Partners if they will be sharing use of assets previously purchased by other Partners. Said asset purchase rate shall be set by the Board. Any subsequent usage of assets not originally purchased may be charged to the new member at a rate to be determined by the Board.

Section 4: Billings for all charges shall be made in conjunction with the chargeback system as approved by the Board. Any Member whose charges have not been paid within sixty (60) days after the billing shall be in default and shall not be entitled to further voting privileges nor to use any of the Commission facilities and programs until such time as it is no longer in default. In the event that such charges have not been paid within sixty (60) days after such billing, such defaulting Member shall be deemed to have given notice of withdrawal from membership. In the event of a bona fide dispute between the Member and Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member in good standing, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available.

Section 5: Excess revenues or unspent appropriations shall be considered by the Board when establishing the chargeback system.

Section 6: Insurance All equipment managed by CCITC shall be identified as owned by CCITC or a member. A report of assets shall be provided to each member annually. CCITC shall maintain insurance on all property owned by CCITC which shall include such items as PCs, laptops, monitors and furniture used by CCITC staff as well as all servers, networking equipment, electronic appliances, software and storage purchased by CCITC and used to support all Partners (also known as enterprise equipment and systems).

Each member is responsible for insuring assets purchased by the member such as Pcs, laptops, networking equipment, servers, printers, telephones, etc.

## ARTICLE XII

### Dissolution

Section 1: The organization shall be dissolved upon a favorable vote of three-quarters (6/8) of all Commissioners.

Section 2: In the event of dissolution the Board shall determine the measures necessary to effect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit and subject to the provisions of this agreement.

Section 3: Upon dissolution, the remaining assets of the Commission, after payment of all obligations, shall be distributed among the then existing Partners in proportion to the five year average of annual operating contributions, as determined by the Board, provided that computer software prepared for such Partners shall be available to them, subject to such reasonable rules and regulations as the Board shall determine.

Section 4: If, upon dissolution, there is an organization deficit, such deficit shall be charged to and paid by the Partners on the basis of the charge back ratio average over the previous 5 years.

Section 5: In the event of dissolution, the following provisions shall govern the distribution of computer software owned by the organization:

- a) All such software shall be an asset of the organization.
- b) A Member may use (but may not authorize reuse by others) any software developed during its membership upon (1) paying any unpaid sums due, (2) paying the costs of taking such software, and (3) complying with reasonable rules and regulations of the Board relating to the taking and use of such software, such rules and regulations may include a reasonable time within which such software must be taken by any Member or former Member desiring to do so.

## ARTICLE XIII

### Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms.

## ARTICLE XIV

### Amendments

This agreement may be amended at any regular meeting of the Board or at any special meeting called for the purpose of amendment. Such amendment shall require the ratification of the action by the governing Board of each voting Member that is a party to this agreement.

#### ARTICLE XV Operating

##### Agreement

CCITC shall maintain an Operating Agreement that is attached as Exhibit A and hereby incorporated into this agreement [by reference]. The Operating Agreement defines details of operations. [as CCITC provides data and management information system services through its computers to its Partners].



IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be executed on their behalf in accordance with the adopted resolutions which are attached.

Dated this 25<sup>th</sup> day of May\_2021.

WITNESS:

MARATHON COUNTY:

\_\_\_\_\_ By: \_\_\_\_\_

CITY OF WAUSAU:

\_\_\_\_\_ By: \_\_\_\_\_

North Central Health Care:

\_\_\_\_\_ By: \_\_\_\_\_

SCHEDULE "A"

AMENDMENT I

At the regularly scheduled meeting held December 3, 1987 Mort McBain moved and William Boos seconded the motion to amend the CCDCC Bylaws by changing Article V, Section 2 (a) from "City of Wausau Mayor" to read "City of Wausau Mayor or Designee"; and Section 2 (c) from "Marathon County Board of Supervisors' Chairman" to read "Marathon County Board of Supervisors' Chairman or Designee". Carried.

AMENDMENT II

At the regularly scheduled meeting held May 27, 1993 Ted Tellekson moved and Carla Manthe seconded the motion to accept the resolutions of the City of Wausau common Council (5/11/93) and the Marathon County Board of Supervisors (5/25/93) to add the following to Article V, Section 2:

- e. The Marathon County Finance Director.

and delete the following from Article VIII:

Section 3: The Board shall have a Technical Advisory Committee consisting of seven (7) members. Committee members shall be appointed by the Board of Commissioners. The committee shall consist of one (1) commissioner representing Marathon County; one (1) commissioner representing the City of Wausau; four (4) citizen members; and the Director of the City-County Information Technology Commission.

The Technical Advisory Committee shall have the following duties:

- a. Assist in evaluating and/or recommending solutions to data processing proposals, problems, or requests for service.
- b. Recommend priorities.
- c. Assist in long range planning and goal setting.
- d. Exercise additional responsibilities as delegated to it by the Board of Commissioners.

The committee shall be the technical liaison, in an advisory capacity, between the

users and Board of Commissioners. All actions taken by the Technical Advisory Committee shall be advisory and subject to approval of the Board of Commissioners. Carried.

#### AMENDMENT III

At the regularly scheduled meeting held April 30, 1998 Cyndi Jahnke (Mayor Linda Lawrence's Designee) moved and Bryon Karow seconded the motion to amend the CCDCC Bylaws as follows:

- Article VII, Section 5 - Change the language from the presence of three (3) Commissioners shall constitute a quorum to the presence of four (4) Commissioners shall constitute a quorum

And

- Article XII, Section 1 - Change the language from three-fifths (3/5) to four-sixths (4/6) or two-thirds (2/3).

Carried.

#### AMENDMENT IV

At the regularly scheduled meeting held October 14, 1999 Mort McBain moved and Maryanne Groat seconded the motion to amend the CCDCC Bylaws by adding Section 6 to Article XI as follows:

- The City of Wausau agrees to provide Insurance for all CCDCC personal property located on City property, on a full replacement cost basis. The CCDCC shall provide a list of all such personal property as required by the Insurance carrier.

Carried.

#### AMENDMENT V

At the regularly scheduled meeting held December 20, 2001, Mort McBain moved and Maryanne Groat seconded the motion to amend the CCDCC Bylaws as follows:

- Article V, Section 2(d) - Change the language from Marathon County Administrator to read Marathon County Administrator or Deputy County Administrator.

Amendment VI 9/23/08

At the regularly scheduled meeting held June 16, 2008 Kristi Kordus moved and Mort McBain seconded the motion to revise the name from the City-County IT Group (which had been approved at the May meeting) to the City-County Information Technology Commission.

Other recommended amendments:

- change voting from 6 to 8
- change quorum from 4 to 5
- Change the budget date from July to August
- establish the chargeback ratio during each year's annual budget
- new members shall buy into capital assets if they will be sharing their use.
- change dissolution requirement to 6/8
- Change distribution of assets to average of previous 5 years of ratios of the operating budget

Amendment VII. 10/2/08

1. Introduction. The Introduction to the Joint Cooperative Agreement shall be repealed and recreated, as follows:

THIS AGREEMENT, effective March 1, 2009, is made between Marathon County, the City of Wausau, and the North Central Health Care governmental units located in the State of Wisconsin, an establishment of a commission in accordance with Wis. Stats., §66.0301 as follows:

2. Article V, Board of Commissioners, Section 2. The introduction to be amended to reflect eight (8) Commissioners instead of six (6).

3. Article V, Section 2, shall be amended to remove:

- e. Marathon County Finance Director

4. Article V, Section 2, shall be amended to include the following:

- e. North Central Health Care CEO or designee
- f. North Central Health Care Finance Director

5. Article V, Section 3, shall be amended to include:

The other two (2) Commissioners shall be citizens of Marathon County and shall be appointed by a majority vote of the other six (6) Commissioners.

6. Article VII, Section 5, shall be amended to reflect that the presence of five (5) Commissioners shall constitute a quorum.

7. Article X1, Section 2, shall be amended to reflect that the annual budget shall be adopted by the Board in August of each year. Copies of the budget shall be mailed by the first day of September.

8. Article XI, Section 3, is repealed and recreated as follows:

The Board shall have the authority to fix cost sharing charges for all Members in an amount sufficient to provide the funds required by the budget. The cost sharing ratio shall be fixed by the Board annually at the budget meeting. An initial capital contribution shall be made to the Commission by new members if they will be sharing use of assets previously purchased by other members. Said asset purchase rate shall be set by the Board. Any subsequent usage of assets not originally purchased may be charged to the new member at a rate to be determined by the Board.

9. Article XII, Section 1, shall be amended to reflect that a three quarters vote to dissolve the Commission shall be six of eight voting members.

10. Article XII, Section 3, is repealed and recreated to read:

Upon dissolution, the remaining assets of the Commission, after payment of all obligations, shall be distributed among the then existing Members in a proportion equal to the average of the five previous cost sharing ratios as established by the Board.

11. Article XI, Section 4, is repealed and recreated as:

If, upon dissolution, there is an organization deficit, such deficit shall be charged to and paid by the Members on the basis of the cost sharing ratio average over the five previous years.

12. The signature line shall be amended to include a signature by an authorized agent on behalf of North Central Health Care Facilities.

Amendment VIII 7/01/14

At the regularly scheduled meeting held July 1, 2014 Brad Karger moved and Gary Bezucha seconded the motion to amend the CCDCC Bylaws as follows:

- Article V, Section 2- Replace Marathon County Board of Supervisors' Chairman or designee with Marathon County Technology Committee Chairman.

Amendment IX 7/01/14

At the regularly scheduled meeting held July 1, 2014 Brad Karger moved and Brenda Glodowski seconded the motion to amend the CCDCC Bylaws as follows:

- Article VII, Section 5- Remove the requirement that a quorum must contain representatives of the City of Wausau and Marathon County.

Amendment X 4/02/19

At the regularly scheduled meeting held April 2, 2019 John Tubbs moved and Pat Puyleaert seconded the motion to amend the CCDCC Bylaws as follows:

- Article V, Section 2- Replace North Central Health Care Finance Director with North Central Health Care designee. The North Central Health Care CEO will be the designator.

Amendment XII 7/7/2020

At the regularly scheduled meeting held July 7, 2020 The board moved and approved multiple changes to incorporate previous amendments; updated insurance language; budget dates, etc. References to an Operating Agreement were added.

10/6/2020 - proposed new language for appointment of citizen members

12/1/2020 – language approved

Amendment 4/6/2021

Changed to one community member.

## Exhibit A

### City-County Information Technology Commission Operating Agreement

Last Updated 4/28/2021

As CCITC was created to provide for the implementation and operation of a cooperative data and management information systems at a reasonable cost to foster efficiency in the provision of services under the direction of the governing Board of Commissioners, this Agreement provides for the detail of those operations in the provision of those services:

CCITC serves Marathon County, the City of Wausau, and North Central Health Care (the Partners).

#### **Mutual Hold Harmless/Indemnification**

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

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

#### **Immunity**

Nothing contained in this agreement is intended to be a waiver or estoppel of the rights of the County, NCHC and/or City of Wausau and their insurers to assert their rights to all affirmative defenses, limitations of liability and immunities as specifically set forth in Wisconsin Statutes, including sections 893.80, 895.52 and 345.05, and related statutes.

#### **Insurance**

In addition to CCITC, each of the three partners shall carry their own individual liability insurance with a carrier of at least an AM Best A- rating, which shall include, but not be limited to a cyber security liability policy. The premiums and other costs of the individual insurance, including the cyber security liability policy, will be borne individually by each entity. Cyber security liability coverage limits should be at least \$2,000,000 in aggregate coverage. In the event of a cyber breach, each of the entities should report the event to their respective insurance provider. It is understood by the parties that every

potential breach has distinct facts with unique cause(s) and any responsibility for damages associated with a breach will be controlled by those facts and subject to the terms, conditions, exclusions, and limitations in any applicable policy of insurance.

The City of Wausau, Marathon County and North Central Health Care are additional insureds under the cyber and other professional liability policies of the City-County IT Commission for wrongful acts, as defined by CCITC's policy, committed by or on behalf of CCITC under the Operating Agreement ("Agreement"), effective on the date of this Agreement.

### **Sub-Contractors Insurance**

CCITC will require all sub-contractors to obtain and maintain insurance coverage consistent with Marathon County's minimum insurance requirements for sub-contractors.

### **Health Insurance**

CCITC shall provide Health Insurance to its employees. In 2020, and for previous years, the City of Wausau has included CCITC as an additional insured under the city's health and dental plans. The total cost of providing the plans has been paid for by CCITC. The employer/employee premium split shall be determined by the CCITC Board. In the event that CCITC is forced to find their own plan the premium split will be determined by its board using a cost/benefit plan analysis.

### **Property and Asset Coverage**

The City of Wausau shall insure the area rented by CCITC, its fixtures and fittings, furniture, and the environmental systems, including the HVAC and fire alarms for the server room.

CCITC shall track, insure, and depreciate technology assets that are purchased to serve all or multiple agencies. These are "enterprise assets".

All assets purchased by CCITC but paid for fully by an agency shall be recorded on the agency's fixed asset system, insured by the agency, and depreciated according to their depreciation schedule.

### **HR Advising Retainer**

CCITC shall contract with County Employee Resources for a fixed rate, approved by the CCITC Board, to provide the following:

- 1) Advice and policy help with HR practices
- 2) Assistance managing all types of leave issues including FMLA, PTO, Funeral, etc.
- 3) Consulting for any potential HR practice lawsuits
- 4) Recruiting, Interviewing, Onboarding, Performance Management, etc.

### **Legal Retainer**

CCITC shall contract with County Corporation Counsel for a fixed rate, approved by the CCITC Board, for legal services including:

- 1) Contract negotiations for technology purchases
- 2) Other legal advice as needed



### **Risk Management retainer**

CCITC shall contract with County Risk Management for a fixed rate, approved by the CCITC Board, for sharing education and consulting advice.

### **Data Ownership**

Each agency is the owner of the data that they enter into their agency or CCITC enterprise systems. CCITC provides access to the information.

### **Business Associate Agreements (“BAA”) and Qualified Service Organization Agreements (“QSO”)**

CCIT shall confer with legal counsel for each partner agency to determine whether BAA and/or QSO agreements between CCIT and the partner agency are necessary. To the extent that legal counsel for any partner agency determines that execution of a BAA and/or QSO is necessary in order to ensure compliance with applicable federal and state laws, CCIT shall enter into a BAA and/or QSO agreement in format provided or deemed acceptable by the partner agency. Each partner agency will have to make an independent determination of whether the information exchanged between CCIT and the partner agency is subject to applicable HIPAA and 2 CFR Part 2 regulations thus necessitating the execution of such agreements.

### **Criminal Justice Information Security (CJIS)**

CCITC will maintain security for law enforcement data following CJIS guidelines and will coordinate CJIS audit responses relative to IT Security.

### **Serving Other Governmental Entities**

The CCITC shall have as its primary responsibilities to serve the three partners. CCITC may provide services to other similar entities in law enforcement, local government, and community-oriented non-profits so long as these, “external entities” pay the fully loaded cost of providing the service and the services provided to the partners are not significantly impacted. In addition, there should be a public purpose served, such as allowing for a broader base for sharing of enterprise system costs. Any agreements to provide services to external entities must be approved by the CCITC Board in advance.

### **Finances**

Each year CCITC shall review labor usage by each of the agencies and use a three-year rolling average to determine the operating cost split between the agencies.

CCITC shall establish a rate sheet for device support. The rates should reflect an internal rate for the three agencies that own CCITC as well as an external rate that reflects additional overhead costs. The goal of PC support rate is to cover the costs of the PC Technicians. PC Technician time shall not be used in determining the operating split. Other rates should reflect the costs to support the applicable service.

### **Capital Projects**

CCITC shall work with each agency to plan capital projects. CCITC will follow the agency’s schedule for submission (typically capital project requests are done in early June for the subsequent year).

### **Service Level Agreement**

CCITC Shall set service level goals and metrics for evaluating goal performance in a Service Level Agreement. Service level metrics shall be reported to the CCITC Board monthly. Changes to the SLA will only need to be approved by the CCITC Board.

## **RESOLUTION #R-35-21**

### **Designating May 5, 2021 as a “Day of Awareness for Missing and Murdered Indigenous Women and Girls” in Marathon County.**

**WHEREAS**, according to a 2016 report from the National Institute of Justice 84% of American Indian and Alaska Native women have experienced violence in their lifetime, more than half of whom experienced sexual violence; and

**WHEREAS**, according to the Centers for Disease Control and Prevention, homicide is the third leading cause of death among American Indian and Alaska Native women between 10 and 24 years of age and the fifth leading cause of death for American Indian and Alaska Native women between 25 and 34 years of age; and

**WHEREAS**, in 2016, the National Crime Information Center reported nearly 6,000 cases of missing American Indian and Alaska Native women and girls, but the U.S. Department of Justice was tracking only about 100 cases; and

**WHEREAS**, still little data exist on the number of missing American Native and Alaska Native women and girls in the United States, but there have been instances of violence towards Indigenous women and girls from the eleven Wisconsin Native American Tribes; and

**WHEREAS**, some of the Wisconsin Indigenous women we know about include: Bad River Ojibwe members Angeline Whitebird-Sweet, murdered 1989, Charlene Couture, missing since 2009, Sheila St. Clair, missing since 2015; Lac du Flambeau Ojibwe members Susan Poupart, murdered 1990, LaVonne Frank, murdered 1997, Donna (LaBarge) Peterson, murdered July 2004, and Emily Anne Marie Wayman, murdered 2010; Ho-Chunk member Kozee Decorah, murdered May 2020; and Menominee member Katelynn Kelley, murdered July 2020; and

**WHEREAS**, we commemorate the lives of missing and murdered American Native and Alaska Native women and girls whose cases are documented and undocumented in public records and the media; and demonstrate solidarity with the families of the victims in light of those tragedies: and

**THEREFORE LET IT BE RESOLVED**, that the Marathon County Diversity Affairs Commission/Board of Supervisors hereby commemorate the lives of missing and murdered Indigenous women and girls and proclaim May 5th as a “Day of Awareness for Missing and Murdered Indigenous Women and Girls” on which we recognize and call attention to the many missing and murdered Native women and girls, as well as those who have experienced violence and assault and consider how the commission can work towards addressing this issue and develop recommendations to help prevent further victimization.

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

### **EXECUTIVE COMMITTEE**

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

### **DIVERSITY AFFAIRS COMMISSION**

Yee Leng Xiong, Lada Xiong-Vang, Alyson Leahy, Bill Conway, Ann Saris,  
La'Tanya Campbell, Idowu Odedosu, Thomas Wendt, Lisa Ort-Sondergard

## RESOLUTON #R-36-21

### Resolution Recognizing the Historical Significance of the Mexican Holiday of Cinco de Mayo

**WHEREAS**, May 5, or Cinco de Mayo in Spanish, is celebrated as a date of great importance by the Mexican and Mexican-American communities;

**WHEREAS**, since May 5, 1862, this date has become one of Mexico's most celebrated national holidays and is celebrated annually by almost all Mexicans and Mexican-Americans, north and south of the United States-Mexican border;

**WHEREAS**, the Battle of Puebla was but one of the many battles that these courageous people had to win in their long and brave struggle for independence and freedom;

**WHEREAS**, the French general, confident that his battle-seasoned troops were far superior to the almost amateuristic Mexican forces, probably expected little or no opposition from the Mexican army;

**WHEREAS**, however on that historic day the French army, which had not tasted defeat in half a century against Europe's finest troops, suffered a disastrous loss at the hands of an outnumbered, ill-equipped, and ragged, but highly spirited and courageous Mexican force;

**WHEREAS**, Napoleon III of France was not only planning to build an empire for himself in Mexico, but was actually looking ahead to then subsequently aiding the Southern States in their fight against the North in the American Civil War in order to procure the South's cotton, which was much needed by France;

**WHEREAS**, after three bloody assaults upon Puebla, in which over a thousand gallant Frenchmen lost their lives, the once handsomely uniformed French troops were finally defeated and driven back by the outnumbered Mexican troops;

**WHEREAS**, the courageous and heroic spirit that Mexican General Zaragoza and his men displayed during this historic battle can never be forgotten;

**WHEREAS**, the Battle of Cinco de Mayo, in which many brave Mexicans willingly gave their lives for the cause of justice and freedom, was instrumental in keeping Mexico from falling under European domination at that time;

**WHEREAS**, Cinco de Mayo is not only the commemoration of the rout of the French troops at the town of Puebla in Mexico, but also a celebration of the virtues of individual courage and patriotism of all Mexicans and Mexican-Americans who have fought for freedom and independence against foreign aggressors;

**WHEREAS**, Cinco de Mayo serves as a reminder that the foundation of this Nation is built by people from many nations and diverse cultures who are willing to fight and die for freedom;

**WHEREAS**, Cinco de Mayo also serves as a reminder of the close ties, spiritual as well as economic, that bind the people of Mexico and the people of the United States, and especially the southwestern States, the home of millions of Mexicans and Mexican-Americans;

**WHEREAS**, there are an estimated 4,270 citizens of Hispanic decent living in Marathon County with approximately 40 percent are of Mexican descent who contribute to the local economy and culture; and

**WHEREAS**, in the larger sense, Cinco de Mayo symbolizes the right of a free people to self-determination--just as Benito Juarez once said, 'El respeto al derecho ajeno es la paz' ('The respect of other people's rights is peace'); and

**WHEREAS**, many people celebrate during the entire week in which Cinco de Mayo falls.

**THEREFORE LET IT BE RESOLVED**, that the Marathon County Board of Supervisors recognizes the historical struggle of the Mexican people on an annual basis to increase understanding of our residents of Mexican descent in Central Wisconsin, and encourages the citizens to learn, embrace, and celebrate Cinco de Mayo and to extend our best wishes to all our community celebrating Cinco de Mayo.

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

#### **EXECUTIVE COMMITTEE**

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

#### **DIVERSITY AFFAIRS COMMISSION**

Yee Leng Xiong, Lada Xiong-Vang, Alyson Leahy, Bill Conway, Ann Saris,  
La'Tanya Campbell, Idowu Odedosu, Thomas Wendt, Lisa Ort-Sondergard

**Fiscal Impact:** None.



DRAFT MINUTES  
OF  
STANDING COMMITTEES



**MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MINUTES**

**Tuesday, April 27, 2021 4:00 p.m.**

**WebEx/Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI**

**54403**

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

**Also Present:** Dejan Adzic, Kristi Palmer, Jason Hake, Molly Adzic, Scott Corbett,

**VIA Web or Phone:** Jean Maszk, Lance Leonhard, Kim Trueblood, Brian Grefe, Gerry Klein, Mike Puerner, Terry Kaiser, Jim Griesbach, Jamie Polley,

1. **Call Meeting to Order** Chair Robinson called the meeting to order at 4:03 pm
2. **Public Comment Period** -None
3. **Approval of the Minutes of the April 6, 2021**

**MOTION BY XIONG; SECOND BY LEAHY TO APPROVE THE APRIL 6, 2021 HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE MEETING MINUTES; MOTION CARRIED.**

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

A. American Rescue Plan-Update

**Discussion:** We are looking at coordination with other municipalities so that we are not duplicating efforts. We are waiting for more clarity from the US Treasury for providing guidelines on eligible expenditures.

**Follow up:** The committee will continue the discussion the ARPA as information becomes available

B. Department Head Recruitment and Appointment Process

**Discussion:** Administrator Leonhard explains that he requested this issue be brought to the Committee for an educational update given the number of recruitments that are in process or upcoming. Leonhard explains that he recently requested an opinion from Corporation Counsel Corbett on the legal framework governing the appointment of Department Head staff to confirm his understanding. Leonhard indicates that Wisconsin state law generally provides that Department Head appointments are made by the County Administration and are required to be confirmed by the County Board unless the requirement of confirmation is waived by the County Board through ordinance. Leonhard explains that he sought the opinion of Corporation Counsel to confirm his understanding that the County Board had waived the requirement of confirmation of appointments, despite the practice of seeking Board confirmation continuing. Leonhard indicates that Corporation Counsel opined that the County Board did waive the requirement of confirmation by the Board by repeal of a preexisting ordinance in December of 2011. Leonhard states that in light of the Board’s action in 2011, and the opinion of Corporation Counsel, he will not be bringing future Department Head appointments to the County Board for confirmation, so as to limit ambiguity with respect to the responsibility and authority of the Administrator and the Board, as well as limiting potential attendant legal issues. Leonhard indicates that he will continue to engage individual Board members in recruitments and keep committees informed of pertinent recruitments to ensure the Board has confidence in the process. Leonhard explains that this update was to ensure this practice change was transparent

**Follow up:** The minutes will reflect this educational discussion.

C. Discussion of UWSP letter to County Administration in regards to the UWSP Dorm agreement

**Discussion:** Over the course of time, the UWMC (now UWSP) has had a relationship with the County in regards to facilities. County Administrator Leonhard would like the committee to know that the County had an agreement in regards to the UW Dorm and that the County has use of the facility through the fair. The letter states that the UWSP will no longer support the operation and maintenance of the UW dorm building as of January 1, 2022.

**Follow up:** County Administrator will sit down and try to understand all of the contractual obligations of the County in regards to the Fair Board and the Agricultural Society. This will be placed on the agenda after determining the contractual obligations.

D. Update on the ongoing HR/Finance Enterprise Replacement Project and considerations moving forward

**Discussion:** Presentation on the ERP Enterprise Replacement Project. If we hire a project manager, can we capitalize those costs as part of the implementation? Is it possible to capitalize annual costs, as we move to a SaaS (Software as a Solution)? Gibbs-If we have an implementation manager, I would suspect that we would be able to capitalize these cost as it is support of

the implementation. The RFP requirements specify that payments will be tied to performance and completion dates. This is a big project and it will take time. This project will take priority over other projects. It is a very significant implementation for the County and resource intensive. Gibbs-We should make the Executive Committee aware that the annual maintenance cost will be \$400,000-\$500,000 more than the current annual operating costs. This will mean that there will be significant changes to the current work

**Follow up:** Request to keep the committee updated on the project as moved forward

E. Inflationary Pressures on CIP

**Discussion:** The information in the packet provides data on the inflationary cost increases in construction and supplies. We may need to look at funding 2021 CIP projects with increased costs. .

**Follow up:** The committee may see some amendments and funding request for budgeted projects due to construction increases.

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

A. Discussion and Possible Action by Human Resources and Finance and Property Committee

1. Consideration of agreement between Wausau Area Access Media (WAAM) and Marathon County to broadcast monthly Marathon County Standing Committee Meetings

**Discussion:** The Executive Committee recommends that we use WAAM for the remainder of 2021 as a pilot. The funding could be taken from a current fund or the Finance Committee Contingency Fund in 2021. The Committee could then evaluate the program and determine a permanent funding source for future years.

**MOTION BY GIBBS; SECOND BY FISHER TO APPROVE FUNDING A 2021 PILOT PROGRAM OF BOARDCASTING MONTHLY STANDING COMMITTEE MEETING WITH WAAM CREATING THE BOARDCAST AND THE 2021 PILOT FUNDING TO COME FROM THE FINANCE COMMITTEE CONTINGENCY FUND; MOTION CARRIED**

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

1. Review of Marathon County Procurement Code; Discussion Regarding Possible Amendment or Repeal and Creation of New Code

**Discussion:** Corporation Counsel Corbett discussed the current status of the County Procurement Code. The revised code will have substantial change in regards to specific provisions that help define what we are doing and the remaining portions can be rewritten to be more user-friendly.

**Follow up:** The Committee has provide direction to Corporation Counsel to update the code and bring back to the committee with a target date of May 2021 educational meeting.

**MOTION BY GIBBS AND SECONDED BY STARK TO DIRECT CORPORATION COUNSEL TO WORK WITH APPROPRIATE DEPARTMENTS TO EVALUATE AND DEVELOP A REVISED PROCUREMENT CODE AND BRING IT BACK TO THE HRFC FOR REVIEW AND APPROVAL; MOTION CARRIED**

## 6. Policy Issues Discussion and Committee Determination

A. Should County Administration Conduct a Public Listening Session Relative to potential use of the American Rescue Plan Funds?

**Discussion:** Administrator Leonhard indicates that conversations with local municipal leaders on the American Rescue Plan have been ongoing through the bi-weekly MCDEVCO municipality meetings. One topic of discussion has been how to afford opportunities for public engagement. Representatives of the City of Wausau have met with Chair Robinson and Administrator Leonhard to discuss a joint meeting with the respective finance committees around a series of questions to begin that process on May 12. Chair Robinson seeks committee thoughts. Several members express concern with holding the meeting without having guidance from US Treasury, as the discussion may set inaccurate expectations relative to potential uses of funds. Members also express a desire that the County consider offering a series of opportunities for public engagement. Members also reference the importance to continue communication with other municipalities.

**Action:** None taken. Consensus emerges from discussion to wait to hold the initial public listening session until there is guidance from the US Treasury

**Follow up:** County Administrator and Chair Robinson will reach out to representatives of the City of Wausau

## 7. Announcements:

Next Meeting Date- **May 11, 2021 at 3:30 p.m.**

## 8. Adjourn at 6:10 pm

**MOTION BY GIBBS; SECOND BY ATARK TO ADJOURN THE APRIL 27, 2021 HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE MEETING AT 6:10 PM; MOTION CARRIED**





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

Tuesday, April 6, 2021 3:30 p.m.

WebEx/Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403

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

**Also Present:** Lance Leonhard, Kristi Palmer, Jason Hake, Molly Adzic, Scott Corbett, Citizen Attendance

**VIA Web or Phone:** Jean Maszk, Dejan Adzic, Kim Trueblood, Mike Puerner, Connie Beyersdorff, Joan Theurer, R Krigs, Kim Trueblood, John Happli, Michael Loy, Gerry Klein, Terry Kaiser

- 1. Call Meeting to Order**-Chair Robinson called the meeting to order at 3:30 pm
- 2. Public Comment Period** - None
- 3. MOTION BY McEwen; SECOND BY FISHER TO APPROVE THE MARCH 23, 2021 HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE MEETING MINUTES; MOTION CARRIED.**

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

A. American Rescue Plan Act (ARPA)

**Discussion:** This information is for information only at this time and we will continue to update the committee as additional information is available. Marathon County’s allocation is \$ **\$26,316,628**. We are waiting for more clarity from the US Treasury for providing guidelines on eligible expenditures.

**Follow up:** The committee will continue the discussion the ARPA as information becomes available

B. Presentation/Update on the NCHC Renovation Project and Upcoming Financial Next Step

**Discussion:** Michael Loy from NCHC provided information on the NCHC renovation projects. There is a potential short fall and there may be a request for an additional authorization for borrowing.

**Follow up:** The committee will continue the discussion on NCHC facility consolidation.

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

A. Discussion and Possible Action by Human Resources and Finance and Property Committee

1. Tax Deed Bid Opening/Approval

2020-21 Forest Street Value of the property is \$13,000

Bid 1 \$14,500 with 10% down payment and Bid 2 \$31,000 with 10% down payment

**MOTION BY McEWEN; SECOND BY XIONG TO APPROVE THE BID FOR \$31,000; MOTION CARRIED**

Partridge Drive Rib Mountain bid 1 for \$25,000 with the 10% down payment and bid 2 for \$24,600 with 10% down payment

**MOTION BY FISHER; SECOND BY LEAHY TO APPROVE THE BID FOR \$25,000; MOTION CARRIED**

2021-4 2<sup>ND</sup> AVE Wausau, WI bid1 is \$27,800 with a 10% down payment and bid 2 \$12,000 with a 10% down payment the value or \$12,000 on the property

**MOTION BY McEWEN; SECOND BY LEAHY TO APPROVE THE BID FOR \$27,800; MOTION CARRIED**

2005-6, 2005-7 each property is listed at \$16,000

Bid on 2005-7 \$1,000 with 10% down. The value of the property in 2005 is listed as \$16,000

Bid on 2005-6 \$1,000 with 10% down. The value of the property in 2005 is listed as \$16,000

**MOTION BY MCEWEN; SECOND BY LEAHY TO REJECT THE TWO BIDS; MOTION CARRIED**

Corbett recommends that the committee should instruct the Clerk to get a new appraisal on each property for the purpose of advertising the properties and that a motion to that effect would be good

**MOTION BY FISHER; SECOND BY McEWEN TO HAVE THE TWO PROPERTIES IN KRONENWETTER SENT FOR REAPPRAISAL;**

**MOTION CARRIED**

2. Approval of March Claims and Questioned Costs

**MOTION BY STARK; SECOND BY LEAHY TO APPROVE THE MARCH CLAIMS; MOTION CARRIED**

3. Potential Grant Opportunity-Social Services Department Position Working Closely with Wausau Police Department-Tylka

**Discussion:** In light of additional information, they are not moving forward with this grant proposal at this time

**Follow up:** No additional information is needed at this time

4. Request for Funding from the Wausau Regional Chamber of Commerce for an Economic Impact Analysis as Part of a Recreational Needs Assessment for Rib Mountain State Park

**Discussion:** Presentation by the Chamber representative in regards to the Rib Mountain State Park Recreational Needs Assessment Study. Robinson stated that this may be a project that FRF funds could be used to pay for the study. The request is for the amount of \$2,500. There would be funding that will be available based on how the study will meet the strategic planning goals of Marathon County. Stark-Rib Mountain is not kicking in any funds for the study.

**MOTION BY McEWEN; SECOND BY XIONG TO APPROVE THE \$2,500 FUNDING FOR THE STUDY WITH FUNDING SOURCE BE**

**DETERMINED BY COUNTY ADMINISTRATION; MOTION CARRIED**

5. Consideration to continue face covering policy at County Facilities-Leonhard

**Discussion:** County Administrator Leonhard discussed the face covering policy for the County facilities. The question for the committee is whether we continue the face covering policy for the County facilities. We will keep it as a work rule and should we keep it as a policy at our facilities? Our policy is to sign the facilities that you should wear a mask and our practice will remain the same. The policy would be for employees and guests coming into the County Facilities.

**MOTION BY FISHER; SECOND BY LEAHY TO MAINTAIN THE FACE COVER POLICY FOR THE NEXT 60 DAYS AS DETERMINED BY**

**OUR PUBLIC HEALTH DEPARTMENT; MOTION CARRIED**

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

1. Intergovernmental Budget Transfers

**MOTION BY FISHER; SECOND BY McEWEN TO APPROVE THE INTERGOVERNMENTAL BUDGET TRANSFERS; MOTION CARRIED**

**6. Policy Issues Discussion and Committee Determination**

A. Update from *Capital Improvement Plan* workgroup and consideration of next steps

1. Hybrid work arrangements and impact on Facility Planning efforts – what direction does this Committee wish to provide

**Discussion:** Vice Chair Leahy, updated the committee on the work moving the Capital Improvement Plan forward. This included discussions on how this work relates to further operational topics such as a hybrid work arrangements and how these policies would drive facility plans for new facilities. Does the County HRFC want to weigh in on looking at a policy for hybrid working arrangements at the County? What are the County's current policies? We would look at the Human Resources side of this issue. We will need policies that reflect the current/future state of the workforce. Leonhard-County Administrator has the authority to approve many work rules and policies. This strike me that the Committee would take a stand to let us know the goal will be in regards to hybrid workplace policies.

**Follow up:** The County Administrator will come up additional information in the future. At this time we are trying to develop the CIP plan and this is an operational issue that need to be addressed.

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

**Tuesday, April 6, 2021**

**page 3**

2. Westside Master Planning – Recent discussion at the Infrastructure Committee

**Discussion:** County Administrator Leonhard discussed the Westside master plan that was created in 2007-2008. One question to determine at that time was that the Highway Department would be moved from its current location as described in the Westside master plan. Infrastructure Committee requested that the assumption was that the Highway Department would move off of West Street. Where are moving with this plan?

**Follow up:** The committee will continue the discussion.

**7. Announcements:**

Next Meeting Date- **April 27, 2021 at 4:00 p.m.**

**8. ADJOURN-PROPOTION BY XIONG; SECONDED BY LEASHY TO ADJOURN AT 5:40 PM**



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

Thursday, May 6, 2021 at 4:00 p.m.

Courthouse Assembly Room, (B105), Courthouse, 500 Forest Street, Wausau WI

Members	Present/Web-Phone	Absent
Chair Sara Guild	W	
Vice Chair Ka Lo	W	
Gary Beastro	W	
Becky Buch	W	
Tom Rosenberg	X	
Rick Seefeldt	W	
Chris Voll	W	

**Also Present:** Lance Leonhard, Kurt Gibbs, and Toshia Ranallo.

**VIA Web or Phone:** Ralph Illick, Jason Hausler, and Ann Herda-Rapp.

**1. Call Meeting to Order**

Chair Guild called the meeting to order at 4:02pm.

**2. Public Comment (15 Minutes) - None**

**3. MOTION BY ROSENBERG SECOND BY LO TO APPROVE THE MINUTES OF THE APRIL 1, 2021 EXTENSION, EDUCATION & ECONOMIC DEVELOPMENT COMMITTEE MEETING. MOTION CARRIED.**

**4. Policy Issues Discussion and Potential Committee Determination - None**

**5. Operational Functions required by Statute, Ordinance, or Resolution: - None**

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

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

The following May 2021 reports can be viewed in the packet located on our [website here](#).

**1. Marathon County Public Library**

The Library is tentatively scheduled to open on June 1, 2021

**2. MCDEVCO**

Marathon County has received \$1.1 million in CDBG funding for small businesses and housing.

**3. UW-Madison Division of Extension**

Director Jason Hausler reported he has started to email monthly reports to all county supervisors keeping them informed of current UW Extension activities.

**A. Potential Modification of UW Extension Contract to Include Office Assistance**

**Discussion:**

UW Extension Director Jason Hausler reported Nancy Anderson who handled administrative support retired on April 1<sup>st</sup>, 2021. Hausler and Administrator Leonhard have been discussing a variety of replacement options including hiring administrative support under the state contract the county currently has with UW Extension. The county would benefit by saving in health insurance and technology costs as well as reducing onboarding workload for Employee Resources.

**Follow-up:**

Forward to HR Finance & Property Committee.

**4. UW-Stevens Point Wausau**

**A. Discussion of UWSP Letter to County Administration in Regards to the UWSP Dorm Agreement**

**Discussion:**

UW Stevens Point Wausau Director Ann Herda-Rapp reported Marathon Hall will be returned back to the county on January 1, 2022 because there isn't a need for dormitory style housing anymore. There will need to be a discussion with the Agricultural Society in regards to an agreement that 4H students are able to utilize the Hall during the Fair. However, it has already been decided they will not be using the hall this year.

The dormitory has a fair amount of furnishings that UW Stevens Point is offering to the county and a determination whether or not to take the furnishings would need to be made by July 1, 2021.

Administrator Leonhard pointed out there was an attempt to move forward with reconstruction for the Hall but there wasn't an interested developer. He indicated according to his 2021 Workplan the Hall could be considered part of the Westside Master Plan.

**Follow-up:**

Administrator Leonhard will work with Ann Herda-Rapp to determine the best option for the furnishings issue.

**7. Next Meeting Time, Location, Announcements and Future Agenda Items:**

A. Next meeting: **Thursday, June 3, 2021 at 4:00 pm**

**8. Adjournment**

**MOTION BY VOLL SECOND; BY ROSENBERG TO ADJOURN THE MEETING AT 5:01P.M. MOTION CARRIED**

Respectfully submitted by  
Toshia Ranallo



**Marathon County  
Environmental Resources Committee Minutes  
Tuesday, May 4, 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 ( <i>excused</i> )
	Dave Oberbeck.....	X	
	Marilyn Bhend .....		X ( <i>excused</i> )
	Eric Vogel .....		X ( <i>excused</i> )

} via Webex or phone

Also present via Webex, phone or in Room 5: Paul Daigle, Laurie Miskimins, Dominique Swangstu, Lane Loveland, Jeff Pritchard and Cindy Kraeger – Conservation, Planning, and Zoning (CPZ); Jean Kopplin – City-County IT, Jamie Polley, Tom Lovlien – Park, Recreation and Forestry (PRF); John Peralta – Solid Waste; Lance Leonhard – County Administrator; Barbara Miller, Joseph Wagner, Tom Vanderboom, Dustin Vreeland, Jesse Richardson Jean Maszk and Peter Weinschenk – Record Review

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

2. **Public Comment** – None.

3. **Approval of March 30, 2021 and April 8, 2021 Committee minutes**

**Motion** / second by Conway / Drabek to approve of the March 30, 2021 and April 8, 2021 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. Jesse Richardson on behalf of Richard Miller – G-A General Agriculture to R-E Rural Estate – Town of Green Valley

**Discussion:** Swangstu was sworn in and noted the staff report and decision sheet had been included in the packet. Swangstu reviewed the rezone request 5.153 acres shown as Lot 2 of the Preliminary Certified Survey 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.

The Town of Green Valley has reviewed the application and recommends approval without any concerns. The town did note on the resolution regarding a recommendation of a culvert installed to ensure there isn't any drainage/spillway issues. Swangstu stated the ERC committee or County Board cannot place any conditions on a rezone approval per state statute.

There was no additional testimony in favor or opposed to this rezone request virtually or in person. Testimony portion of the hearing was closed at 3:19 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

**Action:** **Motion** / second by Fifrick / Seefeldt to recommend approval to County Board, of the Jesse Richardson on behalf of Richard Miller rezone request. Noting the reasoning provided in the staff report and conclusions of law. 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. Based on the proposed land division and existing land uses onsite 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. Tim Vreeland on behalf of Rita Blenker – F-P Farmland Preservation to R-R Rural Residential - Town of McMillan

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 55.413 acres total shown on the plat of survey that was submitted with the petition. The area in question was designated as a non-farmland preservation area in the F-P Plan yet was inadvertently zoned FP in 2015. The proposed rezone would fix an error in the mapping when the Town adopted F-P Zoning in 2015. The Department of Agriculture Trade and Consumer Protection (DATCP) recommends the rezone be approved given the parcel in question was not designated as a farmland preservation area in the farmland preservation plan. Other parcels that are zoned F-P that were not designated as F-P areas in the plan will be addressed when the Town updates their Comprehensive Plan as well as propose to revise their Town Zoning District Map to reflect the proposed changes and the F-P requirements. The Town of McMillan is currently in the process of updating their comprehensive plan including their land use maps. Swangstu reviewed the staff report and reasoning's why CPZ is recommending approval of the rezone in question. Swangstu also noted that CPZ has not received a Preliminary plat application yet, and ERC will see and take action on both the Preliminary Plat as well as the Final Plat prior to approval. It was also noted an error in checking a box of the application which was amended by Tim Vreeland the proposed change is to facilitate the use of the land for a residential subdivision.

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

Dustin Vreeland was sworn in and will answer any questions from the Committee. The wetlands have been delineated by Star Environmental and will not be disturbed.

Joe Wagner was sworn in and owns property to the north of the parcel and is concerned about the protection of the wetlands and the water runoff will be managed properly and not affect his property.

Tom Vanderboom was sworn in and is concerned with the flowage of the water runoff and is inquiring on how to be involved with the stormwater management permit. Swangstu stated this public hearing is specifically for the proposed rezone of the property which does not establish new lot lines or approve a specific use onsite but, if approved, only allows for all the permitted and conditionally approved uses within that district. Other regulatory processes are in place to ensure any development onsite is consistent with all Federal, State, and Local regulations. Prior to the subdivision/final plat approval there is the requirement to hold public hearings, therefore any questions regarding the plat, parcel configurations, and/or stormwater management could be addressed at that time. Swangstu stated he is not aware of any authority to require or allow a resident from the general public to be involved on the technical side of the stormwater permit and design given Stormwater Management Permits are issued, reviewed, and regulated by the DNR and would need to be included in the proposed plat.

There was no additional testimony in favor or opposed to this rezone request virtually or in person. Testimony portion of the hearing was closed at 3:45 p.m. Committee deliberated and applied the standards for this request by reviewing and completing the decision sheet.

Action: **Motion** / second by Fifrick / Conway to recommend approval to County Board, of the Tim Vreeland on behalf of Rita Blenker rezone request. The Committee determined the rezone is consistent with the Marathon County and Town comprehensive plans, and is 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

May 4, 2021

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.

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

1. Resolution: Consider County Land Exchange in the Town of Easton and Harrison

Discussion: Lovlien reviewed the land exchange summary which was included in the meeting packet. The Forestry /Recreation Committee recommends approval with the offer to purchase. The town chairs from the Town of Easton and Town of Harrison are in support of the land exchange.

Action: **Motion** / second by Seefeldt / Conway to recommend approval to Human Resources, Finance and Property Committee of the County Land Exchange in the Town of Easton and Harrison.

Follow through: Forward to Human Resources, Finance and Property Committee at their next regularly scheduled meeting.

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

D. Review and Possible Action – None.

5. Educational Presentations/Outcome Monitoring Reports and Committee Discussion

A. Department Updates: Conservation, Planning and Zoning (CPZ), Parks Recreation and Forestry (PRF) Solid Waste

CPZ

1. Submittal of annual reports for Municipal Separate Storm Sewer System (MS4) Permits

Discussion: Pritchard discussed the municipal storm water permit requirements that municipalities, including Marathon County, are required to follow in order to be in compliance with permit regulations.

2. Applications for grants and projects

Discussion: Daigle provided an update on the grants CPZ is working on: Dairyland Grazing Apprenticeship; EPA grant for \$50,000 and the annual joint DNR Staffing and Cost Share grant.

3. Update on Fenwood Creek funding request

Discussion: Daigle discussed engaging the legislators for state funding for the six year pilot program Fenwood Creek Project.

6. Policy Issues Discussion and Committee Determination to the County Board for its Consideration

A. Capital Improvement Project Requests

1. Solid Waste

- a. Phase 5B/6 expansion of Bluebird Ridge
- b. Expansion of Bluebird Ridge gas system
- c. Rear dual-wheel utility tractor

Discussion: Peralta discussed the CIP requests that were included in the meeting packet. Peralta reminded the committee that the Solid Waste department doesn't use county capital money rather uses the earnings as an enterprise fund to pay for their capital.

- Phase 5B/6 expansion of Bluebird Ridge reaching capacity – go taller and wider
- Expansion of Bluebird Ridge gas system – add 4 gas wells
- Rear dual-wheel utility tractor – upgrade for safety

Action: **Motion** / second by Ffyrick / Drabek to approve and forward to the Capital Improvement Program Committee for consideration the Solid Waste 2022 Capital Improvement requests; Phase 5B/6 Expansion of Bluebird Ridge; Expansion of Bluebird Ridge gas system; Rear dual-wheel utility tractor.

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

Follow through: The CIP requests will be forwarded according to the established procedures.

2. Parks, Recreation and Forestry (PRF)

- a. Playground Replacement



Environmental Resources Committee Minutes

May 4, 2021

- b. Restroom Replacement
- c. Big Eau Pleine Road Repairs
- d. Cattle Barn 1 & 2 Roof Replacement
- e. Mission Lake East Parking Lot Replacement
- f. Rolling Stock

Discussion: Polley reviewed the CIP requests that were included in the meeting packet.

- Playground Replacement – Cherokee and Mission Lake
- Restroom Replacement – Bluegill Bay, DC Everest Park
- Big Eau Pleine Road Repairs – Replacing sections each year
- Cattle Barn 1 & 2 Roof Replacement – Roofs are beyond the life and are deteriorating
- Mission Lake East Parking Lot Replacement – Replacing east parking lot
- Rolling Stock – Split between City and County; fleet is being stretched.

Action: **Motion** / second by Fifrlick / Seefeldt to accept and forward to the Capital Improvement Program Committee for consideration the PRF 2022 Capital Improvement requests; Playground Replacement, Restroom Replacement, Big Eau Pleine Road Repairs, Cattle Barn 1 & 2 Roof Replacement, Mission Lake East Parking Lot Replacement, Rolling Stock.

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

Follow through: The CIP requests will be forwarded according to the established procedures.

B. Legislative and Budget Report: current and future legislative initiatives related to the 2021-22 State Budget

- 1. Parks, Recreation and Forestry (PRF)

Discussion: No updates.

2. Conservation Planning and Zoning (CPZ)

Discussion: No updates.

3. Solid Waste

Discussion: No updates

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

**Tuesday, June 1, 2021 3:00 p.m. Marathon County Courthouse, Assembly Room 500 Forest Street Wausau WI**

A. Committee members are asked to bring ideas for future discussion

B. Announcements/Requests/Correspondence

Introduction of new CPZ Director – Laurie Miskimins

- Lance Leonhard welcomed Laurie Miskimins to CPZ. Langenhahn welcomed Laurie to the Committee and looking forward to working with her in the future.

8. **Adjourn** – **Motion** / second by Seefeldt / Fifrlick to **adjourn** at 4:37 p.m. Motion **carried** by voice vote, no dissent.

Paul Daigle, County Conservationist

For Jacob Langenhahn, Chair

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

PD/cek



## MARATHON COUNTY EXECUTIVE COMMITTEE **DRAFT** MINUTES

Thursday, May 13, 2021, at 4:30 p.m.

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

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

Also present: Lance Leonhard, Scott Corbett, William Harris, Kim Trueblood, Valerie Carrillo, Meg Ellefson, Toshia Ranallo and members of the public including the citizens listed below.

WebEx/Phone: Jean Maszk, Sandy Cihlar, Ka Lo, Michelle Van Krey, and seven unidentified callers.

### 1. Call Meeting to Order

The meeting was called to order by Chair Kurt Gibbs at 4:30 p.m.

### 2. Public Comment (15 Minutes)

The following citizens spoke in favor for the "Community for all Resolution":

Dan Barth	206540 Hrebik Ln	Mosinee	Called In
Jane Graham Jennings	3200 Hilltop Ave	Wausau	In Person
Patrick Bacher	505 S. 22 <sup>nd</sup> Ave	Wausau	In Person
Bruce Grau	1115 N 10 <sup>th</sup> St.	Wausau	In Person
Christine Salm	3312 N. 11 <sup>th</sup> St.	Wausau	In Person
Katie Rosenberg	407 Grant St	Wausau	In Person
Jeff Sargent	920 Winton St	Wausau	Called In
Crystal Kriesher		Wausau	In Person
Kimberly Pufall	410 Edgar Ave	Rothschild	In Person
Ron Alexander	15420 Brandenburg	Merrill	Called In

The following citizens spoke in opposition for the "Community for all Resolution":

David Baker	690 Happy Hollow Rd	Kronenwetter	In Person
Joanne Leonard	923 Maple Hill Rd	Wausau	In Person
Cindy Beaty	135029 Jersey Falls Trail	Marathon	In Person
Erin Crawford	234905 Clay Rd	Aniwa	In Person
Tanya Riehle	223828 Orchid Lane	Wausau	In Person
Heidi Lewerenz	3507 Pat St.	Weston	Called In
Roger Cook	750 Figon St	Mosinee	Called In
Jack Hoogendyk	4508 Hilltop Road	Wausau	In Person
LaVerne Rondeau	5403 JM Place	Weston	In Person
Tina Jensen	178808 Pine View Dr.	Birnamwood	In Person
Bruce Bohr	440 North Ridge Rd	Marathon	Called In
Thomas Kreager	241560 Saw Mill	Aniwa	Called In
Kevin McGary	539 Commerce St	Dallas, TX	Called In
Cory Tomczyk	1040 Indianhead Dr.	Mosinee	In Person
Jeff Kocha	151678 Lily Ln	Wausau	Called In
Verna Rodriguez Wesenick	3605 Howland	Schofield	In Person
James Juedes	232534 Pleasant View Rd	Ringle	In Person
Joel Straub	860 W Nelson Rd	Mosinee	In Person

### 3. MOTION BY ROBINSON; SECOND BY LANGENHAHN TO APPROVE THE APRIL 15, 2021, 2021 EXECUTIVE COMMITTEE MEETING MINUTES. MOTION CARRIED.

### 4. Policy Issues for Discussion and Possible Action

A. County Board Meetings to be Held in Person

**Discussion:**

Chair Gibbs reported new CDC guidelines were released today explaining Individuals who have been fully vaccinated no longer need to wear a mask or social distance. He feels that in the near future the Board should return to in-person meetings.

Supervisors Comments:

- Not comfortable yet with returning in person.
- COVID still remains at high level in the County. Want to maintain social distancing.
- Could be a premature decision to return in person.
- Would like a compromise with the options to return in person, and WebEx now or potentially long term.
- WebEx allows supervisors to attend meetings while they travel and out of town.
- In person meetings solve problems better. Missing social aspect.
- Develop a timeline to return to in-person meetings by examining Covid rates and vaccination threshold.

**Follow Up:**

Keep as a reoccurring agenda item for discussion.

**B. Administrator's 2021 Work Plan and Capacity****Discussion:**

Administrator Leonhard provided the committee with an updated workplan located [here in the packet](#). He is concerned on the capacity of the workplan due to the following significant vacancies, new staff, and being able to recruit for positions effectively and selectively.

- Corporation Counsel
- Health Officer
- Deputy Administrator
- Newly appointed CPZ Director
- Communication Specialist to start in June
- Employee Resources Director appointed in April

Leonhard encourage all board members to review the 151 page guide for the American Rescue Act. Marathon County is to receive \$26.3 million over the life of the act. Significant resources will be needed as it is far more complex than the Route to Recovery Program. This undertaking is not listed in the Workplan as well as a significant discussion around an infrastructure package at the federal level. The county is also in the middle of a selection process for an Enterprise Resource Planning System, and ongoing facility planning and renovation projects.

**Follow up:**

Reach out to Administrator Leonhard if you have questions.

**C. Review of Past Discussions of County Event Policy and Discussion of Next Steps****Discussion:**

Administrator Leonhard reported this item is number 27 listed in the Workplan. Discussions began at the Public Safety committee level in 2019. Policy drafts were created to govern events at county-owned properties or on roadways that require the utilization of county staff. The efforts ultimately ceased to focus on our pandemic response. Leonhard had conversations with individuals from the City of Wausau and they are interested in putting together a comparable policy across municipal lines. He indicated this may not be a priority task in the Workplan at this time, but if he is directed by the board to direct his attention on it, he will do his best to focus on it.

**Follow up:**

No follow up at this time.

**D. DOJ Requests a Letter of Support be sent to Legislators for Treatment Alternative Diversion Program Funding****Discussion:**

Administrator Leonhard explained DOJ's request is to send a letter of support for expansion of TAD funding for treatment and diversion programs. The Public Safety Committee discussed this at their last meeting but felt they should bring it to the Executive Committee since priorities for items in the governor's budget had already been prioritized and illustrated to legislatures.

**Action:**

**MOTION BY LANGENHAHN; SECOND BY MCEWEN TO HAVE STAFF DRAFT A LETTER OF SUPPORT, SIGNED BY THE COUNTY CHAIR AND THE PUBLIC SAFETY COMMITTEE CHAIR, AND SENT TO LEGISLATORS FOR THE EXPANSION OF TREATMENT ALTERNATIVE DIVERSION PROGRAM FUNDING. MOTION CARRIED.**

**Follow up:**

Send letter to legislators.

E. June Dairy Breakfast Poster

**Discussion:**

Chair Gibbs explained he was contacted by the Partnership for Progressive Agriculture for permission to place the Marathon County logo on their poster. This stems from a miscommunication a few months ago when an invitation was distributed with the county's logo promoting an in-person event in the middle of the pandemic.

**Action:**

**MOTION BY ROBINSON; SECOND BY MCEWEN TO REFER PARTICIPATION IN THE JUNE DAIRY BREAKFAST POSTER NEXT YEAR. MOTION CARRIED**

**Follow up:**

Chair Gibbs to contact and inform the Partnership for Progressive Agriculture of the committee's decision.

F. Request for Education by Kevin McGary to the Full Board

**Discussion:**

Chair Gibbs explained a supervisor requested a presentation be given to the full board due to the community interest surrounding the "Community for All Resolution". The initial cost request was \$250 dollars the same as a previous speaker but if the cost is not approved, McGary agreed to speak for nothing.

Supervisors suggested developing a policy in regards to community-based education presentations that are requested to be heard by the County Board. It should be consistent to the strategic plan and mission goals and define what constitutes as an expert speaker.

**Action:**

**MOTION BY BOOTZ; SECOND BY FIFRICK TO HAVE KEVIN MCGARY GIVE A PRESENTATION TO THE COUNTY BOARD DURING AN UPCOMING EDUCATIONAL MEETING. MOTION CARRIED.**

**Follow up:**

Chair Gibbs will contact Kevin McGary to see when he would be available.

**5. Operational Functions Required by Statute, Ordinance, or Resolution**

A. Designating May 5, 2021 as a "Day of Awareness for Missing and Murdered Indigenous Women and Girls" in Marathon County.

**Discussion:**

A Supervisor referenced a news article published in November 2020 titled *Without a Trace, the Missing People in Central Wisconsin*. Presently, there are 29 people that are missing in Marathon County. It was suggested to amend the resolution and include these additional missing people.

A Supervisor explained May 5<sup>th</sup> is a day of awareness nationally and it was brought to the attention to the Diversity Affairs Commission by members of the indigenous community who expressed women and girls in their family are being killed at a higher rate. The purpose is not to exclude anybody else but rather bring attention and awareness.

**Action:**

**MOTION BY ROBINSON; SECOND BY LEAHY TO MOVE A RESOLUTION DESIGNATING MAY 5, 2021 AS A "DAY OF AWARENESS FOR MISSING AND MURDERED INDIGENOUS WOMEN AND GIRLS" IN MARATHON COUNTY TO THE COUNTY BOARD FOR CONSIDERATION. MOTION CARRIED.**

**Follow up:**

Forward to County Board.

B. Resolution Recognizing the Historical Significance of the Mexican holiday of Cinco de Mayo – May 5<sup>th</sup>.

**Discussion:**

Supervisor Robinson offered on amendment to include an additional paragraph with local statistics.

**Action:**

**MOTION BY ROBINSON; SECOND BY LEAHY TO AMEND THE RESOLUTION ADDING THE PARAGRAPH BELOW:  
MOTION CARRIED.**

**WHEREAS**, there are an estimated 4,270 citizens of Hispanic decent living in Marathon County with approximately 40 percent are of Mexican descent who contribute to the local economy and culture; and

**MOTION BY LEAHY; SECOND BY ROBINSON TO MOVE THE RESOLUTION WITH AN AMENDMENT RECOGNIZING  
THE HISTORICAL SIGNIFICANCE OF THE MEXICAN HOLIDAY OF CINCO DE MAYO – MAY 5<sup>TH</sup> TO THE COUNTY  
BOARD FOR CONSIDERATION. MOTION CARRIED.**

**Follow up:**

Forward to County Board.

C. Resolution Declaring Marathon County “A Community For All”

**Discussion:**

The committee thoroughly discussed the resolution and considered all public comment before voting.

**Action:**

**MOTION BY ROBINSON; SECOND BY LANGENHAHN TO HAVE THE COUNTY BOARD CHAIR APPOINT A  
WORKGROUP MADE UP OF COUNTY BOARD SUPERVISORS TO CREATE A RESOLUTION WITHIN 60 DAYS.  
MOTION FAILED.**

A roll call vote was performed: Chair Kurt Gibbs yes; Vice-Chair Craig McEwen no; Matt Bootz no; Randy Fifrick no; Jacob Langenhahn no, Alyson Leahy no, John Robinson yes, E.J. Stark no.

**MOTION BY LEAHY SECOND BY ROBINSON TO MOVE A RESOLUTION DECLARING MARATHON COUNTY “A  
COMMUNITY FOR ALL” TO THE COUNTY BOARD FOR CONSIDERATION. MOTION FAILED.**

A roll call vote was performed: Chair Kurt Gibbs no; Vice-Chair Craig McEwen no; Matt Bootz no; Randy Fifrick no; Jacob Langenhahn no, Alyson Leahy yes, John Robinson yes, E.J. Stark no.

**Follow up:**

No follow up needed.

**6. Educational Presentations/Outcome Monitoring Reports - None**

**7. Next Meeting Date & Time, Location, Announcements and Future Agenda Items:**

**A.** Supervisor Dickinson stated Kevin McGary will be available for the May 20<sup>th</sup> educational county board meeting and requested he be placed on the agenda.

**B.** Next Meeting: **Thursday, June 10, 2021, at 4:00 p.m.**

**8. Adjournment**

**THERE BEING NO FURTHER BUSINESS TO DISCUSS, MOTION BY LANGENHAHN; SECOND BY MCEWEN TO  
ADJOURN THE MEETING AT 7:35 P.M. MOTION CARRIED.**

Respectfully submitted by,  
Toshia Ranallo



# HEALTH AND HUMAN SERVICES COMMITTEE MEETING DRAFT MINUTES

Wednesday, May 5, 2021 at 4:00 p.m.

Members	Present/Web-Phone	Absent
Chair Tim Buttke	X	
Vice Chair Michelle Van Krey	W	
Kelley Gabor	Phone	
Dennis Gonnering	W	
William Harris	W	
Donna Krause	X	
Tom Seubert	W	

WebEx/ Courthouse Assembly Room (B105), 500 Forest Street, Wausau WI

Also Present: Lance Leonhard, Scott Corbett, Jason Hake, Dejan Adzic, Michael Loy and Toshia Ranallo.

WebEx/Phone: John Robinson, Jean Maszk, Joan Theurer, Vicki Tylka, and Peter Weinschenk.

**1. Call Meeting to Order**

Chair Buttke called the meeting to order at 4:00 pm.

**2. Public Comment (15 minute limit) - None**

**3. MOTION BY GONNERING; SECOND BY KRAUSE TO APPROVE THE MARCH 31, 2021, PUBLIC HEARING AND HEALTH & HUMAN SERVICES COMMITTEE MEETING MINUTES. MOTION CARRIED.**

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

A. 2021 Senate Bill 239 - AN ACT to amend 51.15 (5) of the statutes; relating to: excluding time for evaluation and treatment of certain medical conditions from the time limit for emergency detention without a hearing. [Wisconsin Legislature: SB239: Bill Text](#)

**Discussion:**

Corporate Counsel Scott Corbett gave an overview of Senate Bill 239 and the proposed amendment. Emergency detention occurs when law enforcement encounters an individual in the community that they believe suffers from mental illness, drug dependence, or developmental disability and is dangerous to themselves or others. Under the current law there is 72 hours from the time that the individual is taken into physical custody until a probable cause hearing is held before a Wisconsin Magistrate.

The amendment proposes the time period where an individual is not observable due to the need for evaluation or stabilizing medical treatment, will not be counted toward the 72 hours.

**Action:**

**MOTION BY SEUBERT; SECOND BY GONNERING TO RECOMMEND TO THE COUNTY BOARD ENDORSING THE 2021 SENATE BILL 239 - AN ACT TO AMEND 51.15 (5) OF THE STATUTES; RELATING TO EXCLUDING TIME FOR EVALUATION AND TREATMENT OF CERTAIN MEDICAL CONDITIONS FROM THE TIME LIMIT FOR EMERGENCY DETENTION WITHOUT A HEARING. MOTION CARRIED.**

**Follow-Up:**

Forward to the County Board.

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

A. Health Department Licensing Program Ordinance

**Discussion:**

Health Officer Joan Theurer gave an overview of the proposed ordinance explaining it is a realignment of the licensing program in order for Marathon County to keep its agent status under the WI Dept. of Agriculture, Trade, and Consumer Protection. The recommended ordinance can be accessed in the [packet here](#).

**Action:**

**MOTION BY KRAUSE; SECOND BY GONNERING TO MOVE TO THE COUNTY BOARD THE CREATION OF Sec. 11.03 OF THE GENERAL CODE AUTHORIZING THE MARATHON COUNTY HEALTH DEPARTMENT TO SERVE AS AN AGENT FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION FOR THE PURPOSE OF ENFORCING PUBLIC HEALTH REGULATIONS RELATED TO RETAIL FOOD, VENDING, LODGING, AND RECREATIONAL ESTABLISHMENTS, AND PERMITTING THE MARATHON COUNTY BOARD OH HEALTH TO ADOPT REGULATIONS FOR THE GOVERNANCE OF THE MARATHON**

**COUNTY HEALTH DEPARTMENT IN THE ROLE OF AGENT FOR THE STATE OF WISCONSIN. MOTION CARRIED.**

**Follow-Up:**

Forward to County Board.

**6. Educational Presentations and Committee Discussion**

**A. 2021 County Health Rankings (Joan Theurer)**

**Discussion:**

Health Officer Joan Theurer reported that Marathon County continues to be one of the healthiest counties in Wisconsin and in the top quarter percentile for Outcomes and Health Factors which pertains to how long people live and how well they are living. Some of the positive factors for Marathon County is healthcare, physical activity, number of people impacted by alcohol and driving deaths, teen births, the uninsured population, and social and economic behaviors. Areas that need attention are smoking, adult obesity, and excessive drinking. Overall these rankings demonstrate what is happening here in Marathon County and helps support our strategic plan priority of being the healthiest county in the state and nation. The data collected was pre Covid and from 2018-2019.

**Follow-Up**

No follow-up needed.

**B. Update on COVID Vaccine – Transportation (Joan Theurer)**

**Discussion:**

Health Officer Joan Theurer gave an update on vaccines and potential barriers for why some may not be receiving the vaccination. In 2020, a WI Dept. of Health Services grant was received which helped form a group called H2N. The group is very active in securing cultural liaisons while focusing on increasing flu vaccinations within the Hmong and Hispanic populations. Recently the H2N expanded their efforts to COVID-19 vaccines and applied for another grant for outreach purposes. Other entities including the Aging & Resource Center, the Hmong American Center, and the Bridge Community Health Clinic received outreach grants. As a result of infusion of dollars, Marathon County is able to build a strong network of cultural liaisons to serve not only the Hmong and Hispanic, but also African American, adults 60 and older, the disabled and homeless populations, and rural communities. Potential barriers identified consist of mistrust of healthcare systems, language, transportation, health literacy, and technology and internet access. The H2N and partners are working through these barriers and have developed strategies to address these issues. They will also play a critical role in addressing disparities post COVID. A variety of vaccination clinics continue to be held with language interpreting and translation services available. An estimated 30% of Marathon County residents have completed the vaccine series.

**Follow-Up**

No follow-up needed.

**7. Next Meeting Time, Location, Announcements and Agenda Items:**

**A.** All standing committee meetings are now being recorded by Wausau Access Media and will be available in real time and posted on the [Marathon County YouTube channel](#).

**B.** Next Scheduled Meeting: **June 2, 2021, 2021 at 4:00 p.m.**

**8. Adjournment**

There being no further business to discuss, Chair Buttke adjourned the meeting at 5:14 p.m.

Respectfully submitted by  
Toshia Ranallo



**MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE**  
**MEETING MINUTES unapproved minutes**

Date & Time of Meeting: **Tuesday, May 11, 2021 3:30 p.m.**

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

Members: John Robinson, Chair; Alyson Leahy, Vice-Chair; Craig McEwen, Kurt Gibbs, Yee Leng Xiong, Jonathan Fisher, EJ Stark

**WebEx/Marathon County Courthouse, County Board Assembly Room 500 Forest Street, Wausau WI 54403**

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

**Also Present:** Connie Beyersdorff, Steve Cherek, Lance Leonhard, Jason Hake, Scott Corbett, Mike Puerner, Kim Trueblood  
**VIA Web or Phone:** Kristi Palmer, Tom Lovlein, Jim Griesbach, Jamie Polley, Molly Adzic, Attorney Esponoz with Habitat for Humanity, Jason Hausler, Jean Maszk, Dejan Adzic, Kim Trueblood

1. **Call Meeting to Order**-Chairman Robinson called the meeting to order at 3:30pm
2. **Public Comment Period**-None
3. **Approval of the Minutes of the April 27, 2021 Human Resources, Finance and Property Committee Meeting**  
**MOTION BY GIBBS; SECOND BY FISHER TO APPROVE THE APRIL 27, 2021 HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE MEETING MINUTES; MOTION CARRIED**

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

A. American Rescue Plan Update-

**Discussion:** The Federal Government has released guidance on the ARPA funds and we will continue to learn what types of services and programs are available to us.

**Follow up:** Robinson request that we use the educational meeting to more fully understand that we are able to invest in with the funds. The committee will continue the discussion on NCHC facility consolidation

B. Presentation/Update on the NCHC Renovation Project and Upcoming Financial Next Steps

**Discussion:** None

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

A. Discussion and Possible Action by Human Resources and Finance and Property Committee

1. Tax Deed Bid Opening/Approval

a) Sale 2021-5 1427 Lake Street Wausau WI (\$5,000 appraised value)

No bids on this property

b) Sale 2021-6 315 N 5<sup>th</sup> Ave Wausau WI (\$15,000 appraised value)

There are 4 bids on this property Bid#1 \$26,105, Bid#2-\$31,500, Bid #3-\$30,000, Bid#4-\$20,000

**MOTION BY GIBBS; SECOND BY MCEWEN TO APPROVE THE BID FOR \$31,500; MOTION CARRIED**

c) Sale 2021-7 1111 W Bridge Street Wausau WI (\$8,000 appraised value)

Bid#1-\$8,000, Bid #2-\$23,010, Bid#3-\$10,105, Bid #4-\$14,500, Bid#5-\$15,800, Bid #6-\$15,000

**MOTION BY GIBBS; SECOND BY FISHER TO APPROVE THE BID FOR \$23,010; MOTION CARRIED**

d) Sale 2021-8 1405 Brady Street Wausau WI (\$174,000 appraised value)

There are no bids on this property

e) Any other tax deed properties listed on the County's website

There is a bid on property 206264 County Road J Rosholt is appraised at \$8,200 with a bid for \$1,000 on the property. The committee may consider a bid lower than the appraisal at this time. The County has \$14,826.69 invested in the property.

**MOTION BY GIBBS SECOND BY FISHER TO APPROVE THE BID FOR \$1,000 AND ACCEPT THE BID LESS THAN THE APPRAISED VALUE AND ACCEPT A RELEASE OF LIABILITY AND STATEMENT OF INTENT TO CLEAN UP THE PROPERTY; MOTION CARRIED**



2. Set Purchase Price for Tax Deed Properties

- a) 1128 Arthur Street Wausau, WI 54403

The appraisal is \$10,500 for this property

**MOTION BY GIBBS; SECOND BY LEAHY TO SET PURCHASE PRICE AT \$10,500; MOTION CARRIED**

- b) Tax Deed Sales Properties Sale 2005-6 and 2005-07, Village of Kronenwetter, WI 54455

The properties were appraised at \$11,500 each which is lower. Does the committee want to start over or relist with the new price?

**MOTION BY GIBBS; SECOND BY MCEWEN TO SET PURCHASE PRICE AT \$11,500 FOR EACH PARCEL AND START THE PROCESS WITH THE NEW PRICE; MOTION CARRIED**

3. Possible Taking the following property on Tax Deed-one acre lot, Town of Spencer, WI PIN 074-2602-032-0991

**MOTION BY GIBBS; SECOND BY MCEWEN RECOMMENDS THAT WE DO THE TRANSACTIONAL SCREEN AND ASSESSMENT WHICH WILL INCLUDE AN INSPECTION WARRANT TO GAIN ACCESS TO THE PROPERTY AND EVALUATE THE RISK PRIOR TO TAKING IT ON TAX DEED; MOTION CARRIED**

4. Addressing Penalties and Interest associated with Delinquent Special Assessments levied against 909 S 60<sup>th</sup> Ave

Wausau, WI, in the event the City of Wausau refunds settlement payments made by the County to the City

Corbett-The property has special assessments on it and the county paid \$28,225 in special assessment. The City settled with the property owner and that there were issues with the taxing through the Wausau Water Works water utility and the tax that is owed is void. If the debt is void from the beginning then there is no penalty and interest that would be owing on the property. The parcels are not delinquent and the City has acknowledged that these were not appropriate charges. The County cannot forgive taxes, penalty and interest. In this case the City states that this was not an appropriate charge against the landowner and the Treasurer can void the penalty and interest on this property. When the County settles with the municipality for these debts we "loan" the municipality fund for these loans. The committee has the power to make a settlement with the City and waive any "interest" from the City.

**MOTION BY GIBBS; SECOND BY LEAHY TO ACCEPT THE AND VOID THE CHARGES \$48,266.850; MOTION CARRIED**

5. Discussion of Tax Deed Property from 2013-404 W Main Spencer, WI,

The County owns this property. This property is occupied. The County received a request from Mr. Komis, through his attorney, to stay on the property. We have entered into leases with two other occupants since the COVID moratorium has been in place.

**MOTION BY GIBBS; SECOND BY LEAHY TO HAVE CORPORATION COUNSEL NEOGIATE A LEASE WITH MR KOMIS CONCURRENT WITH THE MORATORIUM; MOTION CARRIED**

6. Discussion regarding accepting donation of a land parcel from Habitat for Humanity that is adjacent to property currently held by Marathon County, the tax deed property located at 1308 N 16<sup>th</sup> Ave Wausau, WI.

Wis. Stat Sec. 75.35(4), indicates that a county may purchase lands adjacent to tax deeded lands in cases where the county board determines that such purchase will improve the salability of such tax deeded lands

Attorney Esponzo stated that Habitat for Humanity acquired property and found out afterwards it is a wetland. The County cannot neogiate a sale for tax deed property. Habitat for Humanity could offer a bid on the tax deed property. The property that Habitat for Humanity owns is adjacent to property that the County owns and would allow us to accept the Habitat property and ask the County Board is they would like to accept the property at 1312 N 16<sup>th</sup> Ave Wausau, WI.

**MOTION BY STARK; SECOND BY FISHER TO RECOMMEND THAT THE COUNTY ACCEPT THE DPNATION OF LAND FROM HABITAT FROM HUMANITY; MOTION CARRIED**

7. Discussion and possible action on signed purchase agreement of Tax Deed property to Town of Rib Mountain pursuant to Sec. 75.365, Wis. Stats. and Sec 3.20(8)(a) or (b) of the General Code of Ordinances of Marathon County, which permit counties and other municipalities to enter into agreements for the private sale of tax delinquent land by the county to other municipalities under terms and conditions approved by their governing bodies

**MOTION BY STARK; SECOND BY FISHER TO ACCEPT THE PURCHASE AGREEMENT IN RIB MOUNTAIN FOR \$17,000; MOTION CARRIED**

8. Approval of April Claims and Questioned Costs

**MOTION BY LEAHY; SECOND BY FISHER TO APPROVE THE APRIL CLAIMS; MOTION CARRIED**

9. Determination of Eligible Special Assessments and Special Charges for Payment under 74.29 Wi Statutes

**Discussion:** Robinson stated that the County has the option of buying back the special assessments. Under what conditions does the County want to pay for special charges? It is discretionary for the county to take these special assessments.

**Follow up:** This will be added to a future meeting of the committee.

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

1. Intergovernmental Budget Transfers

**MOTION BY STARK; SECOND BY MCEWEN TO APPROVE THE INTERGOVERNMENTAL BUDGET TRANSFERS; MOTION CARRIED**

2. Amend the 2021 CIP for additional funding in the Amount of \$314,925 for 2021 Highway Bridge Projects and \$225,000 for the design work on County Highways (AAA, T, X J and Q/G intersection) and bridge B-088

The bridge was let in April and the lowest bid was more than what was budgeted and the highway department would like to move forward with the additional funding for the projects. The highway department would like to have projects ready for any future funding for "Shovel ready projects". There may be BIA funding for one of the projects.

**MOTION BY FISHER SECOND BY LEAHY TO APPROVE AMENDING THE 2021 CIP FOR FUNDING THE HIGHWAY PROJECTS WITH FUNDING SOURCE BEING HIGHWAY FUND BALANCE; MOTION CARRIED**

3. Resolution –County Land Exchange in the Towns of Easton and Harrison-Lovlien

County Forester Lovlein explained that land was gifted to the county and it is currently held by the forestry department. The County was asked if they want to trade the land with another land owner.

**MOTION BY McEWEN; SECOND BY XIONG TO APPROVE THE LAND EXCHANGE IN THE TOWNS OF EASTON AND HARRISON; MOTION CARRIED**

6. Policy Issues Discussion and Committee Determination-None

T

7. Announcements:

Next Meeting Date- May 25, 2021 at 4:00 p.m.

8. **MOTION BY MCEWEN SECOND LEAHY TO ADJOURN AT 5:25PM**



## MARATHON COUNTY INFRASTRUCTURE COMMITTEE MEETING MINUTES

Thursday, May 6, 2021, 9:00 a.m.  
Marathon County Courthouse, 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, Kendra Pergolskin, Kevin Lang, Dave Mack, Lance Leonhard, Denny Helke, Todd Treu, Denny, Helke, Gerry Klein, Andrew Lynch, Renae Kuehl, Judy Pagzinski, Don Omundson

1. **Call Meeting to Order:** The meeting was called to order by Chair Fifrick at 9:03 a.m.
2. **Public Comment:** Todd Treu of Rib Mountain addressed the committee regarding the potential use of side rumble strips. Treu cited his concerns of said rumble strips as being detrimental to the biking community for reasons of navigational hazards and the decrease in quality of cycling in the area.

Denny Helke of Kronenwetter cited similar reasons to Treu; he also provided the committee with some statistics regarding the Wausau biking communities' growth and projections for upcoming years.

Donna Hackman of Wausau; Cheryl Armstrong of Fort Collins, Co; Rod Sorenson of Marshfield; and Patrick Donnelly of Rib Mountain, all emailed in their concerns regarding the same rumble strips. Each emailed stated reasons of concern regarding the safety the strips would inflict on cyclists and the potential of decrease in tourism.

Judy Pagzinski of Ringle addressed the committee with a request of a one year trial consideration be made in order to open all roads to ATV/UTV use.

Don Omundson of Elderon made the same request citing that surrounding counties have their roads open and have been successful.

3. **Approval of the Minutes of the April 1, 2021, Infrastructure Committee Meetings**  
**MOTION BY DICKINSON, SECOND BY GUMZ, TO APPROVE THE MINUTES OF THE APRIL 1, 2021, INFRASTRUCTURE COMMITTEE MEETING. MOTION CARRIED.**
4. **Policy Issues Discussion and Potential Committee Determination:**
  - A. Potential Approval of Safety Plan  
**Discussion: Action:** Renae Kuehl presented to the committee the safety results; Kuehl stated that they take a data driven approach in order to identify high priority areas in order to mitigate crashes. Griesbach reiterated to the committee that the safety plan is a tool used to orchestrate safety within the county for the 2050 plan in accordance with the Strategic Plan.  
**Action: MOTION BY ROBINSON, SECOND BY FIFRICK, TO APPROVE THE SAFETY PLAN BUT TO DIRECT STAFF TO IMPLEMENT A PLAN RELATING TO THE USE OF RUMBLE STRIPS, SPECIFICALLY THE WIDTH AND DESIGN, INCLUDING A DISCUSSION OF THE DESIGN IN ORDER TO ACCOMMODATE MULTI-MOBILE TRANSPORTATION.**  
**MOTION TO AMEND BY ROBINSON, SECOND BY CIHLAR, TO APPROVE THE SAFETY PLAN BUT TO DIRECT STAFF TO IMPLEMENT A PLAN RELATING TO THE USE OF RUMBLE STRIPS, SPECIFICALLY THE WIDTH AND DESIGN, INCLUDING A DISCUSSION OF THE DESIGN IN ORDER TO ACCOMMODATE MULTI-MOBILE TRANSPORTATION, AND TO PROCEED WITH THE FINAL DESIGN FOR THE USE OF RUMBLE STRIPS ON COUNTY HIGHWAY P AND COUNTY HIGHWAY K.**  
**Follow through: N/A**

B. County Policy in Relation to Large Scale Events

**Discussion:** Griesbach approached the committee looking for input on what a policy should include specifically relating to large scale events when county resources are requested. Cost recovery, permitting, and fees were all brought up as criteria that needs to be addressed. Leonhard expounded on the needed criteria citing that there needs to be a guiding principal for staff. Leonhard also advised that the initial policy had significant issues.

**Action:** N/A

**Follow through:** N/A

C. Request for Additional Funds for CIP Bridge Deck Projects

**Discussion:** Griesbach advised the committee that additional funds will be needed to complete the bridge deck projects previously brought before the committee as the prices of materials have significantly increased.

**Action:** MOTION BY GUMZ, SECOND BY CIHLAR, TO APPROVE THE REQUEST OF ADDITIONAL FUNDS AND MOVE TO HR/FINANCE. MOTION CARRIED.

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

6. Educational Presentations and Committee Discussion:

A. Storm Water Update

**Discussion:** Lang provided the committee with an update on the new requirements available in the annual report regarding storm water.

B. Budget Transfer and Balance to Prepare Shovel Ready Projects for America's Job Plan

**Discussion:** Griesbach discussed with the committee the need to have projects ready if funding comes through and a project is needed immediately.

C. Broadband Update

**Discussion:** Robinson addressed the committee regarding some of the frustrations currently happening with the attempts to bring broadband to the rural communities. Robinson cited some of the state laws as being the biggest hurdle. He provided an update on Wittenberg Telephone Company stating that they will get a grant to install fiber in the Hatley area. He also stated that they are continuing their efforts with Bugtussle to put transmitters on cell towers.

D. CCIT Update

**Discussion:** Report provided. Klein did state to the committee that they do have the potential new HR/Finance software company narrowed down to two but are currently working with them on pricing.

E. Commissioner's Report

**Discussion:** Report provided.

7. Announcements:

- A. Future meetings and location, agenda topics  
June 3, 9:00 AM, Marathon County Courthouse

8. Adjourn

**MOTION TO ADJOURN BY CHRISTENSON, SECOND BY ROBINSON. MOTION CARRIED.  
MEETING ADJOURNED AT 11:21AM.**

Minutes prepared

By Kendra Pergolski on May 10, 2021.



**MARATHON COUNTY  
PUBLIC SAFETY COMMITTEE MEETING  
DRAFT MINUTES**

**Wednesday, May 5, 2021 at 2:00 pm**

**WebEx/Courthouse Assembly Room, (B105), Courthouse, 500 Forest St., Wausau**

Members	Present/Web-Phone	Absent
Chair Matt Bootz	X	
Vice Chair Jennifer Bizzotto	Phone	
Brent Jacobson	W	
Bruce Lamont	W	
Jean Maszk	W	
Allen Opall		Absent
Vacant		

**Also Present:** Kurt Gibbs, Lance Leonhard, Jason Hake, Theresa Wetzsteon, Chad Billeb, William Millhausen, Laura Yarie, Judge Huber, Molly Lawrence and Toshia Ranallo.

**VIA Web or Phone:** Craig McEwen, John Robinson, Ruth Heinzl, Kelly Schremp, Pam Steffen and 2 unidentified callers.

**1. Call Meeting to Order**

The meeting was called to order by Chair Bootz at 2:00 p.m.

**2. Public Comment (15 Minutes) – None.**

**3. MOTION BY BIZZOTTO; SECOND BY MASZK TO APPROVE THE MINUTES OF THE MARCH 31, 2021 PUBLIC SAFETY COMMITTEE MEETING. MOTION CARRIED.**

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

**A. Review of Past Discussions of County Event Policy and Discussion of Next Steps**

**Discussion:**

Administrator Leonhard gave a brief background on previous discussions initiated in 2019 resulting in policy drafts. Work on the policy continued into early 2020 but attention to this matter was quickly diverted to COVID-19 priorities. More work to the policy is still needed to encompass smaller events, emergency planning, garbage control, etc. Staff capacity and roles of individuals in leadership will need to be defined if this committee and the Executive Committee feel it should be prioritized over other Workplan projects.

**Follow-Up:**

Chair Bootz suggested he, Administrator Leonhard, and Vice Chair McEwen create something more formal to be presented to this committee in the future.

**B. DOJ Requests a Letter of Support be sent to Legislators for Treatment Alternative Diversion (TAD) Program Funding**

**Discussion:**

Justice Alternatives Coordinator Laura Yarie explained TAD funding. It is intended to support county efforts to provide treatment and diversion programs to non-violent adult offenders with substance abuse being a contributing factor to their criminal activity. Currently, \$7.2 million is dispersed by competitive grants. Marathon County is in its fourth year to receive \$150,000 in grant funds. The letter of support request is to advocate for additional positions specifically a grant specialist and research analyst. Currently, the DOJ receives 54 grant applications and have only five staff positions. Due to limited staffing resources, the county receives less analyzed data. In addition to adding positions, the DOJ is considering to eliminate some of the local match requirements and to revise the restrictive language so that other types of diversions and mental health programs can be included. They also expect to give additional funding to help sustain or enhance existing programs.

**Action:**

**MOTION BY MASZK; SECOND BY LAMONT TO SEND THIS DISCUSSION TO THE EXECUTIVE COMMITTEE FOR FURTHER CONSIDERATION. MOTION CARRIED.**

**Follow-Up:**

Forward to Executive Committee.

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

**A. CIP Request for Replacement of the Jail Radio Infrastructure (William Millhausen)**

**Discussion:**

William Millhausen explained the jail radio infrastructure is long overdue and in need of replacements and upgrades. The cost estimate is \$437,000.

**Action:**

**MOTION BY MASZK; SECOND BY TO BIZZOTTO TO FORWARD THE REQUEST TO REPLACE THE JAIL RADIO INFRASTRUCTURE TO THE CAPTIAL IMPROVEMENT PROJECTS (CIP) COMMITTEE. MOTION CARRIED.**

**Follow Up:**

Forward to CIP Committee.

**B. CIP Request for Replacement of Jail Flooring**

**Discussion:**

Chief Deputy Chad Billeb reported the jail flooring is over 30 years old and in need of replacement. There is a potential trip hazard due to many cracks and separations but they would only replace high traffic areas. The estimated cost is \$150,000.

**Action:**

**MOTION BY MASZK; SECOND BY LAMONT TO FORWARD THE CIP REQUEST FOR REPLACEMENT OF JAIL FLOORING TO THE CIP COMMITTEE. MOTION CARRIED.**

**Follow Up:**

Forward to CIP Committee.

**C. CIP Request for Court Hearing Room B**

**Discussion:**

Judge Huber explained the need for a replacement hearing courtroom. Judge elect Scott Corbett will be taking over the existing hearing room in August. This room has been used by court commissioners, Register in Probate, and visiting judges. Court commissioners have been using the existing hearing room for preliminary hearings in order to help judges focus on the backlog due to the pandemic. If the hearing room isn't replaced, the court commissioners' work would be placed back on judge's calendars. The construction would encompass a remodel of the Register of Deeds office which would not negatively impact their operations. The estimated cost is \$186,538.

Administrator Leonhard reported they are waiting to identify if the American Rescue Plan dollars would be a viable funding source for this project.

**Action:**

**MOTION BY BIZZOTTO; SECOND BY MASZK TO FORWARD THE CIP REQUEST TO CREATE A NEW COURT HEARING ROOM B TO THE CIP COMMITTEE. MOTION CARRIED.**

**Follow up:**

Forward to CIP Committee.

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

**A. Update from Justice Alternatives Coordinator (Laura Yarie) on effort to Develop Key Performance Indicators (KPIs) for Justice Alternatives Programs**

**Discussion:**

Justice Alternatives Coordinator Laura Yarie explained she receives data and statistics each month for justice programs. Prior to participating in Evidence Based Decision Making meetings, the Criminal Justice Coordinating Council (CJCC) met on a regular basis where she would provide them with cumulative and comparison reports that tracked program usage and value. Currently, a lot of data is being collected but the CJCC needs to meet to discuss what is being measured, what matters, and if the data is being used effectively. Yarie is working on a handout to present to the CJCC that will be a helpful resource to stakeholders explaining the following below:

- Description of Programs.
- Programs using tax levy dollars and grant funds.
- How much was done and how well the program is working.
- Is there anyone better off from the program?
- What would it look like if the program ceased?

**Follow-Up:**

Discuss with the CJCC

**B. Update on Pretrial Case Management**

**Discussion:**

Justice Alternatives Coordinator Laura Yarie gave a brief Pretrial Case Management update. She has been collecting data on people in the community who are failing to make their initial court appearance. Three full-time case managers may be needed to manage this population. Full grant funding is being received for an assessor position. Some of the justice program services and budgets are being rearranged to make the existing pre-trial position into full-time status, as well as bringing in another full time case manager.

**Follow-Up:**

There will be a Q & A stakeholder meeting on June 15<sup>th</sup> to review the process and program goals.

**C. Marathon County Shelter Home update**

1. What is it, current financial operations, and long-term does Marathon County address this need in some other manner?

**Discussion:**

Chief Deputy Chad Billeb explained our shelter home is mandated and overseen by the Division of Children and Families but managed by the Sheriff's Department. The children are referred by Marathon County Social Services Dept. and by other contracted counties. The typical daily census is 2-3 kids and an average stay is 15 days. Annual operation costs for the shelter is \$550,000. Marathon County receives \$80,000 in revenue from other entities we serve, and the rest derives from tax levy dollars. In order to keep the facility in operation, it is estimated to cost Marathon County \$748 a day. We charge \$50 a day to other counties who use our facility. This is an annually agreed upon amount because not all shelters are managed by government agencies but private entities as well. During Priority Based Budgeting meetings, this program was reviewed and discussion arose to consider placing kids in another county or private entity shelter which would result in a substantial cost savings. Billeb indicated he has engaged with the District Attorney and law enforcement on the issue but have not contacted stakeholders, partners, or social services.

The Sheriff's office needs to make a decision by January of 2022 on whether or not it desires to renew its license with the Division of Children and Families.

**Follow-Up:**

Begin to engage stakeholders in discussion on options.

**D. Update on Criminal Justice System Budgeting**

**Discussion:**

Chair Bootz gave a brief update and indicated he and Supervisor Jacobson will prepare information to be presented to the County Board in June.

**7. Next Meeting Time, Location, Announcements and Agenda Items:**

- A. Supervisor Lamont mentioned the Marathon County Law Enforcement Memorial Ceremony will be held at Marathon County Shooting Range Park on May 14<sup>th</sup> at 11:00 a.m.
- B. Next meeting: **Wednesday, June 2, 2021 at 1:30 pm**

**8. Adjournment**

**MOTION BY JACOBSON; SECOND BY LAMONT TO ADJOURN THE MEETING AT 3:05 P.M. MOTION CARRIED**

Respectfully submitted by  
Toshia Ranallo