

**OFFICIAL NOTICE AND AGENDA
of a meeting of the County Board,
Committee, Agency, Corporation
or a sub-unit thereof.**



MARATHON COUNTY, WISCONSIN

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

An educational meeting of the **MARATHON COUNTY BOARD OF SUPERVISORS** will be held at the Marathon County Courthouse, Assembly Room, 500 Forest Street, in the City of Wausau, at **7:00 p.m.**, on **Thursday, February 20, 2020.**

AGENDA

1. Meeting called to order at 7:00 p.m. by Chairperson Gibbs, the agenda being duly signed and posted
2. Pledge of Allegiance to the Flag; Followed by a Moment of Silence/Reflection
3. Reading of Notice
4. Request to Silence Cell Phones and Other Electronic Devices
5. Roll Call
6. Acknowledgement of Visitors
7. 15 Minute Public Comment
8. Education Presentations/Reports:
 - a) Standing Committee Chairpersons or Designees
9. Review and discussion of Tuesday meeting agenda items:
 - a) Appointments:
 1. 2020 Emergency Fire Wardens
 2. Public Library Board
 3. Community Development Block Grant Housing Regional Board
 4. Civil Service Commission

Signed: /s/ Kurt Gibbs

Presiding Officer or His/Her Designee
THIS NOTICE POSTED AT THE
COURTHOUSE

FAXED TO DAILY HERALD

Date _____ Time _____ AM/PM

Date _____ Time _____ AM/PM

By _____

By _____

- b) Ordinances:
1. Environmental Resources Committee:
 - A. Town of McMillan Rezone – Robert Posteluk for Yellowstone Crossing LLC
#O-2-20
 - B. Ordinance Amending General Code of Ordinances for Marathon County Chapter 17 Zoning Code #O-3-20
 2. Public Safety Committee:
 - A. Conservation, Planning and Zoning Director, or His or Her Designee, Authorized to Issue Citations for Violation of Uniform Addressing System Ordinance
#O-4-20

- c) Resolutions:
1. County Board of Supervisors:
 - A. Changes in Supervisory District Boundaries Resulting From City of Wausau Annexation #R-7-20
 2. Health and Human Services Committee:
 - A. To Approve Successor Agreement for the Joint Sponsorship of Community Programs Between Marathon, Langlade and Lincoln Counties that Creates North Central Health Care #R-8-20
 - B. Designating February as “Teen Dating Violence Awareness and Prevention Month” in Marathon County #R-9-20
 3. Human Resources, Finance, & Property Committee:
 - A. Approve 2020 Budget Transfers from Marathon County Department Appropriations #R-10-20
 - B. Resolution Awarding the Sale of \$8,500,000 General Obligation Promissory Note, Series 2020A #R-11-20
 - C. Resolution Determination by County Board that Emergency With Respect to Repair and Reconstruction of the Marathon County Jail Has Ended #R-12-20
 - D. Resolution Amending the 2020 Budget and Transfer from Contingency for \$200,000 for Jail Medical Costs and Jail Medical Room Capital Project #R-13-20
 - E. Tentative Agreements for a 2020 and 2021 Collective Bargaining Agreement Between Marathon County and the Deputy Sheriff’s Association #R-14-20
(Pending approval by HRFC on 2/24/2020 – packet materials to follow)
 - F. Tentative Agreements for a 2020 and 2021 Marathon County Salary and Benefit Ordinance for Sheriff’s Department Lieutenants #R-17-20
(Pending approval by HRFC on 2/24/2020 – packet materials to follow)
 4. Infrastructure Committee:
 - A. Central Wisconsin Airport Permanent Utility Easement #R-15-20
 5. Environmental Resources Committee:
 - A. Approval of Town of Emmet Local Zoning Ordinance Amendment #R-16-20

11. Announcements and/or Requests

12. 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 infomarathon@co.marathon.wi.us one business day before the meeting.

**Emergency Fire Wardens
Marathon County
2020**

Town of Bevent

Dwayne Maroszek Plover River Mercantile, 209710 Store Lane, Hatley, WI 54440

Town of Hamburg

Jerry and Jodi Bloch Eddy's Bar, 14550 Hwy S, Athens, WI 54411

Town of Mosinee

Jeff Khyos Charlie's Hardware, 504 W. Hwy 153, Mosinee, WI 54455

Town of Rib Mountain

Current Fire Chief SAFER Fire Department, 224225 Hummingbird Rd. Wausau, WI 54401

BY:



Joe Schwantes, Area Forestry Leader

Date:

01/10/2020

BY: _____

Chairperson, Marathon County Board

Date: _____

APPOINTMENT
Public Library Board

I, Lance Leonhard, Interim Marathon County Administrator, do hereby, upon approval of the Board of Supervisors, re-appoint the following individuals to the Marathon County Public Library Board for three year terms to expire December 31, 2022:

County Supervisor Gary Beastro, 480 Kreutzer Street, P.O. Box 1, Athens, WI 54411
Sharon Hunter, 1006 Shenandoah Ridge Road, Wausau, WI 54403

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

Dated this 25th day of February, 2020

Lance Leonhard
Interim Marathon County Administrator

STATE OF WISCONSIN)
)SS.
COUNTY OF MARATHON)

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above appointments were confirmed by the Marathon County Board of Supervisors at their Adjourned Annual meeting which was held February 25, 2020.

S E A L

Kim Trueblood
Marathon County Clerk

Library Board Re-Appointment – Gary Beastrom

Gary Beastrom is a retired teacher who also serves as District 34 County Board Supervisor. Gary has served on the library board since 2011, and he also is serving on the MCPL Library System Inquiry Task Force. Gary's knowledge of rural community needs and library services is essential in providing the guidance for our board on issues that affect our communities outside of the metro area.

Library Board Re-Appointment – Sharon Hunter

Sharon Hunter is serving on the library board for the second time, having previously served from 2008 to 2010 also. She rejoined the board in 2016, and has served as the Library Board President since 2018. Sharon retired from the WI Dept. of Public Instruction after forty years of service as a supervisor in the local office. Sharon's leadership is much needed and appreciated as the library navigates many important issues including potential system changes and building upgrades in the coming years.

Volunteer Experience

- | | |
|----------------|--|
| 1989 - 1992 | Lutheran Church - Missouri Synod Commission on Adjudication. Member of a commission responsible for conducting adversarial hearings and writing decisions involving disputes within the church body. Acted as presiding official for hearings. |
| 1995 - 2001 | Lutheran Church - Missouri Synod Commission on Constitutional Matters. Member of a commission charged with interpreting and rendering written opinions regarding the application of the Synod's Constitution and Bylaws. |
| 2004 - 2016 | Wausau Community Development Authority Commission. Member (2002 - 2008) and Chairman (2008 - 2014). The CDA manages Wausau's elderly and low income housing program and undertakes environmental remediation projects for the City. |
| 2004 - Present | Marathon County Administrative Hearings Officer. Conduct adversarial hearings and render written decisions relating to appeals of administrative actions by county officials. |
| 2006 - 2010 | Lutheran Church - Missouri Synod Board of Directors. Member of the board of an international church body charged with managing the Synod's temporal affairs, including a budget exceeding \$70 million. |
| 2013 - 2018 | City of Wausau Ethics Board. Member of a board charged with reviewing complaints relating to violations of the City's ethics code. |

Skills

Detailed analysis and application of statutes, codes and case law, including administrative practice and procedure in Worker's Compensation and Equal Rights cases, civil procedure and practice in the areas of personal injury, professional liability, construction litigation, and insurance coverage litigation; interpretation and application of constitutions, bylaws, and municipal codes and ordinances.

Civil court and administrative hearings and trials, including schedule and docket management, development of strategy, factual investigation and discovery, knowledge of the rules of evidence; representing parties in civil trials and administrative proceedings and conducting administrative hearings as a presiding hearing officer.

Appeals to all levels of administrative and civil court appellate processes, including Labor and Industry Review Commission, Circuit Court, Court of Appeals and Supreme Court for worker's compensation practice and Court of Appeals and Supreme Court for civil lawsuits.

Ability to write clearly about complex subjects to create a readable document which allows the reader to follow the analysis presented and understand the basis for the conclusions reached.

Interviewing and evaluating job applicants to determine their suitability to fill a professional or office support position, and supervising employees after hiring.

Contact Information

Office Address:
Piehler & Strande, S.C.
P.O. Box 1287
Wausau, WI 54402-1287
(715) 849-1000 x11
(F) (715) 849-2559

Home Address:
1025 Weston Ave.
Wausau, WI 54403-6771
(C) (715) 432-7745

ORDINANCE # O - _____ -20

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 Robert Posteluk, on behalf of Yellowstone Crossing LLC, from R-R Rural Residential to N-C Neighborhood Commercial described as all of Lot 1 of Certified Survey Map Document # 1460654 located in the SW ¼ of the NW ¼ of Section 33, Township 26 North, Range 03 East, Town of McMillan. Proposed area to be rezoned (approximately 2.479 acres), Parcel PIN# 056-2603-332-0955 with a property address: 112310 Ash Street, Marshfield WI 54449.

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

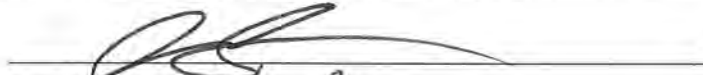


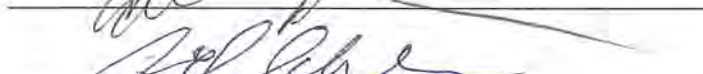

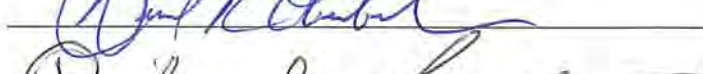
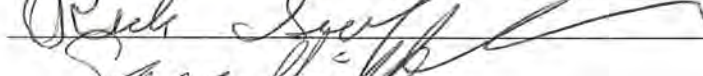
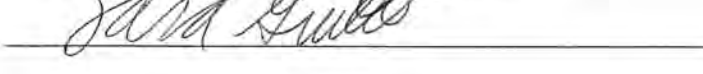
WHEREAS, the Committee, on due notice, conducted a public hearing thereon, pursuant to Section 59.69, Wisconsin Statutes on February 6, 2020 to consider the petition to amend Chapter 17; and

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 6th day of February, 2020

ENVIRONMENTAL RESOURCES COMMITTEE

 _____ Chair
 _____
 _____
 _____
 _____
 _____
 _____
 _____

Dated this _____ day of _____, 2020

Kurt Gibbs – Marathon County Board Chair

Lot 1: 056.4.2603.332.0955
 " 2.056.4.2603.332.0954 14559

1460654
 14559/KEVIN MICHALSKI
 REGISTER'S OFFICE
 RECD FOR REC'D
 MARATHON CO, WI OCT 27 2006 11:02 AM

1459036
CERTIFIED SURVEY MAP
MARATHON COUNTY NO. 14559
VOL. 65 PAGE 21

RECD IN VOL. 65 OF CSM PAGE 21

Michael J. Sydow
 REGISTER

ALL OF CSM 14537-64-174, LOCATED IN THE SW1/4 NW1/4, SEC 33, T26N, R3E, TOWN OF MCMILLAN, MARATHON COUNTY, WISCONSIN.

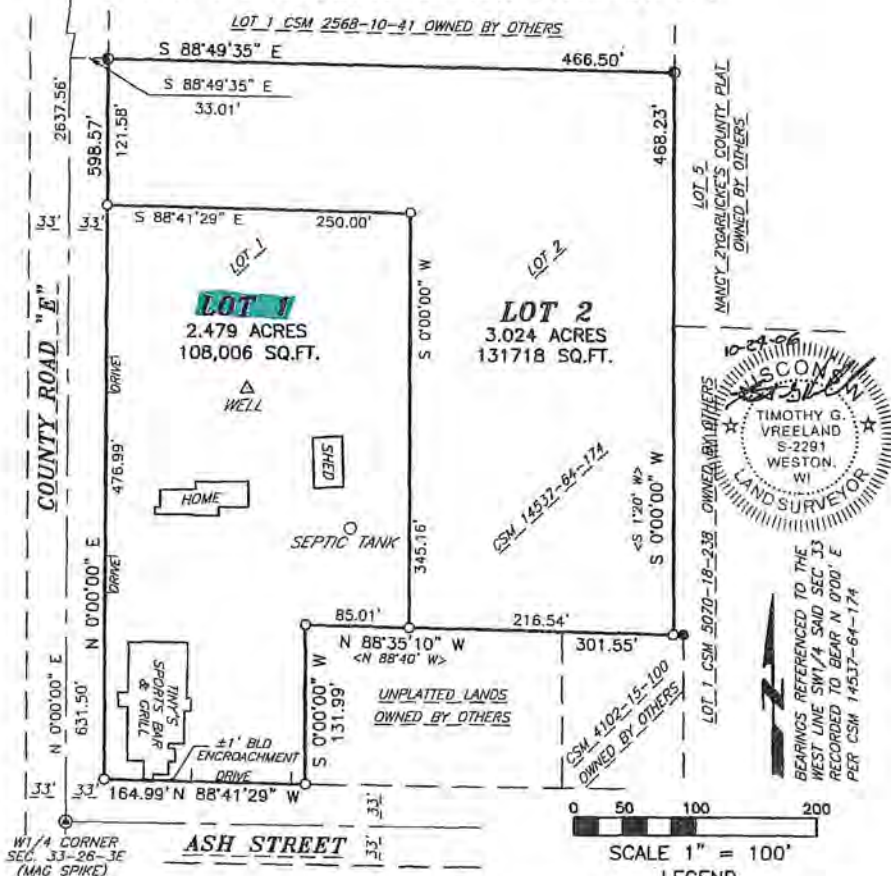
VREELAND ASSOCIATES, INC.
 6103 DAWN STREET WESTON, WI 54476
 PH (715) 241-0947 OR TOLL FREE (866) 693-3979
 FAX (715) 241-9826 vreeland@dwave.net

PREPARED FOR OWNER:
KEVIN MICHALSKI

FILE #: M-380 MICHALSKI
 DRAFTED & DRAWN BY: TIMOTHY G. VREELAND

SHEET 1 OF 2 SHEETS

THIS MAP SUPERSEDES CSM 14537-64-174



NOTE: ASH STREET R/W WIDTH COULD NOT BE DETERMINED FROM PUBLIC RECORDS. WIDTH ESTABLISHED AT 66' PURSUANT TO PROVISIONS OF SEC. 82.18, WISCONSIN STATUTES, WHICH IS CONSISTENT WITH R/W FENCES AND RECORDED SURVEYS.

- LEGEND**
- ⊙ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
 - = 1" OD x 18" IRON PIPE 1.13lbs/ft. SET
 - = 1" ID IRON PIPE FOUND IN PLACE
 - ⊕ = 3/4" REBAR FOUND IN PLACE
 - < > = PREVIOUSLY RECORDED HAS

CERTIFIED SURVEY MAP

MARATHON COUNTY NO. 14559 VOL. 65 PAGE 21

ALL OF CSM 14537-64-174, LOCATED IN THE SW1/4 NW1/4, SECTION 33, TOWNSHIP 26 NORTH, RANGE 3 EAST, TOWN OF MCMILLAN, MARATHON COUNTY, WISCONSIN.

SHEET 2 OF 2 SHEETS

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF KEVIN MICHALSKI, I RESURVEYED, REMAPPED AND REDIVIDED ALL OF MARATHON COUNTY CERTIFIED SURVEY MAP NUMBER 14537, RECORDED IN VOLUME 64 OF SURVEYS ON PAGE 174, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 33, TOWNSHIP 26 NORTH, RANGE 3 EAST, TOWN OF MCMILLAN, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33, THENCE N 0°00'00" E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER 631.50 FEET; THENCE S 88°49'35" E 33.01 FEET TO THE EASTERLY LINE OF COUNTY ROAD "E" AND THE POINT OF BEGINNING; THENCE CONTINUING S 88°49'35" E 466.50 FEET; THENCE S 0°00'00" W 468.23 FEET; THENCE N 88°35'10" W 301.55 FEET; THENCE S 0°00'00" W 131.99 FEET TO THE NORTH LINE OF ASH STREET; THENCE N 88°41'29" W ALONG THE NORTH LINE OF ASH STREET 164.99 FEET TO THE EAST LINE OF COUNTY ROAD "E"; THENCE N 0°00'00" E ALONG THE EAST LINE OF COUNTY ROAD "E" 598.57 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND USE.

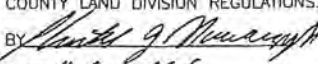
THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE CERTIFIED SURVEY MAP THEREOF MADE.

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


TIMOTHY G. VREELAND R.L.S. 2291

DATED THIS 24TH DAY OF OCTOBER, 2006

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

BY 

DATE 10/25/06
MARATHON CO. CONSERVATION,
PLANNING & ZONING DEPT.

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 30th day of January, 2020.

RESOLUTION

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

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

NOW, THEREFORE BE IT RESOLVED that the Town of McMillan Town Board considered on the 30th day of January, 2020, petition by Robert Posteluk, on behalf of Yellowstone Crossing LLC, to amend the Marathon County Zoning Ordinance from R-R Rural Residential to N-C Neighborhood Commercial described as all of Lot 1 of Certified Survey Map Document # 1460654 located in the SW ¼ of the NW ¼ of Section 33, Township 26 North, Range 03 East Town of McMillan. Proposed area to be rezoned (approximately 2.479 acres), Parcel PIN# 056-2603-332-0955 with a property address: 112310 Ash Street, Marshfield WI 54449.

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: Based on sale representations to applicant

- 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: Applicant is in communication to discuss use with DNR & DOT

- 5) Is there any potential for conflict with existing land uses in the area?

No Yes Explain: Conflict possibility with salt shed and run off.

(OVER)

6) Has the applicant demonstrated the need for the proposed development at this location? Explain.

No Yes Explain: _____

7) Has the applicant demonstrated the availability of alternative locations? Be specific

No Yes Explain: NA

8) Is cropland is being consumed by this zone change? What is the productivity of the agricultural lands involved?

No Yes Explain: _____

9) Has the applicant explained how the proposed development will be located to minimize the amount of agricultural land converted?

No Yes Explain: _____

10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.

No Yes Explain: Plan Commission review & recommendation to the board that application is consistent.

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: Motion contingent upon applicant complying with all requirements of the DNR, DOT, Marathon County & State of WI.

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 Lattu' Reck
Town Board Debra Desjardis
Gary J. Perry
Russell Woodhill

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before January 30, 2020 to:

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

ORDINANCE # O - _____ -20

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

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

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

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

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

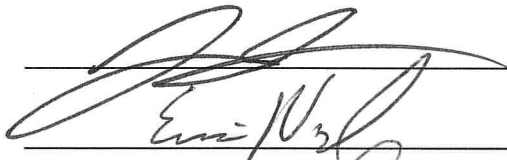
WHEREAS, a copy of the proposed text amendments is available for review at the offices of Marathon County Conservation Planning and Zoning Dept., 210 River Dr., and Marathon County Clerk, Courthouse 500 Forest Street, Wausau, 54403 during regular office hours, and is also available at the following link: <https://bit.ly/2sESOhp>, and is incorporated herein by reference as if set forth in full; and

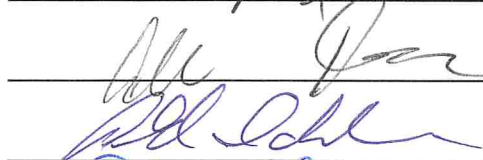
NOW, THEREFORE, the County Board of Supervisors of the County of Marathon does ordain as follows:

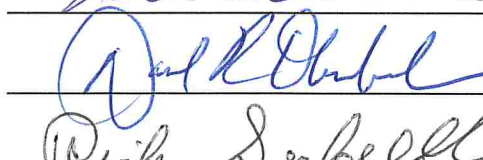
The General Code of Ordinances for Marathon County Chapter 17 Zoning Code is amended in the following respects: For general text amendment changes to the General Code of Ordinances for Marathon County Chapter 17 Zoning Code.

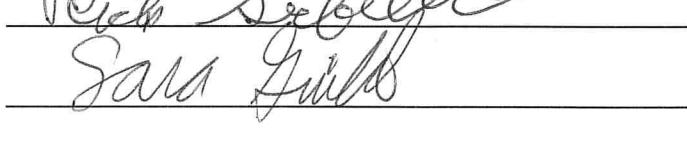
Dated this 6th day of February, 2020

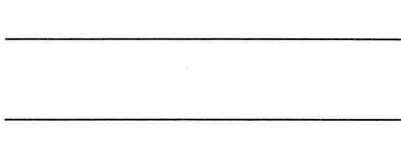
ENVIRONMENTAL RESOURCES COMMITTEE

 _____ Chair

 _____

 _____

 _____

 _____

Dated this ____ day of _____, 2020

Kurt Gibbs – Marathon County Board Chair

ORDINANCE # O - 4 - 20

**CONSERVATION, PLANNING AND ZONING DIRECTOR, OR HIS OR HER DESIGNEE,
AUTHORIZED TO ISSUE CITATIONS FOR VIOLATION OF UNIFORM ADDRESSING
SYSTEM ORDINANCE**

WHEREAS, the Board of Supervisors for Marathon County (the Board) has created, §25.04, of the General Code of Ordinances for Marathon County (Gen. Code) which limits the officers who are authorized to issue citations for violation of Marathon County ordinances and limits the specific code provisions which can be enforced in this manner; and

WHEREAS, on February 16, 2016, the Board repealed and recreated Gen. Code, §9.20, Uniform Addressing System (Ordinance #O-7-16), and

WHEREAS, the Board also approved the Uniform Addressing System Policy and Administrative Guidance on February 16, 2016 (Ordinance #O-7-16), and

WHEREAS, the Marathon County Public Safety Committee (the Committee) was designated to oversee the implementation of the new uniform addressing system; and

WHEREAS, the Committee has determined that to fully implement Uniform Addressing, an amendment is needed to Gen. Code, §25.04, Penalty Provisions, to permit the Conservation, Planning and Zoning Director, or his or her designee, to issue citations for violation of Gen. Code, §9.20, Uniform Addressing System (See Attached); and

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

Gen. Code §25.04 (4)(a)2., is hereby amended, pursuant to the attached.

BE IT FURTHER ORDAINED AND RESOLVED that said ordinance shall be effective upon passage and publication as prescribed by law.

Dated this 25th day of February, 2020

PUBLIC SAFETY COMMITTEE

Fiscal Impact: No additional staffing resources are requested. No budgetary impact is anticipated.

County Code of Ordinances - Chapter 25

Sec. 25.04. - Penalty provisions.

- (1) *General penalty.* Except as otherwise provided, any person who shall violate any of the provisions of this Code shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:
 - (a) *First offense.* Any person who shall violate any provision of this Code shall, upon conviction thereof, forfeit not less than \$5.00 nor more than \$500.00, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution, shall be imprisoned in the County Jail until such forfeiture and costs are paid, but not exceeding 90 days.
 - (b) *Second offense.* Any person found guilty of violating any ordinance or part of an ordinance of this Code, who has previously been convicted of a violation of the same ordinance within one year, shall, upon conviction thereof, forfeit not less than \$10.00 nor more than \$500.00 for each such offense, together with the costs of prosecution, and in default of payment of such forfeiture and costs shall be imprisoned in the County Jail until such forfeiture and costs are paid, but not exceeding six months.
- (2) *Continued violations.* Each violation, and each day a violation continues or occurs, shall constitute a separate offense. Nothing in this Code shall preclude the County from maintaining any appropriate action to prevent or remove a violation of any provision of this Code.
- (3) *Execution against defendant's property.* Whenever any person fails to pay any forfeiture and costs of prosecution upon the order of any court for violation of any ordinance of the County, the court may, in lieu of ordering imprisonment of the defendant, or after the defendant has been released from custody, issue an execution against the property of the defendant for such forfeiture and costs.
- (4) *Citation method of enforcement.* Citations may be issued for violations of this General Code, including those for which a statutory counterpart exists.
 - (a) Issuance of citations is expressly limited to the following County officials and employees and the authority delegated to a County official or employee to issue citations may only be granted or revoked by the County Board:

1. Parks, Recreation, and Forestry Director or their designee (as set forth in [Section 16.09](#)(6) of this Code) for violations of [Chapter 19](#).
2. Director of Conservation, Planning and Zoning or their designee for violations of the following codes: County Zoning, Subdivision, Private Sewage System, Nonmetallic Mining, Airport Approach Protection, Shoreland and Floodplain Zoning, Animal Waste Storage, Nutrient Management, Livestock Facilities Licensing **and Uniform Addressing**.
3. Humane Officer for violation of the dog and rabies control ordinance.
4. Any law enforcement officer.
5. Forest Administrator and Parks, Recreation, and Forestry Director or their designee (as set forth in [section 19.13](#)(3)(c) of this code) for violations of [Chapter 16](#).
6. Health Officer or designee for violation of Marathon County Health Department Human Health Hazard Regulations.

(b) The citation shall contain the following:

1. Name and address of alleged violator.
2. Factual allegations describing alleged violation.
3. Time and place of offense.
4. Section of ordinance violated.
5. Designation of offense in a manner which can readily be understood by a person making a reasonable effort to do so.
6. Time alleged violator may appear in court.
7. Statement which, in essence, informs alleged violator:
 - a. That a cash deposit based on the schedule established by the County Board from time to time and on file in the office of the County Clerk may be made to and deposited with the Clerk of Court, Sheriff's Department or Traffic Department prior to time of scheduled court appearance.
 - b. That if a deposit is made, no appearance in court is necessary unless he is subsequently summoned.

(MSC '89; O-39-91; O-23-93; O-2-15; O-9-15; O-12-15, **O-7-16**)

RESOLUTION #R - 7 -20
CHANGES IN SUPERVISORY DISTRICT BOUNDARIES RESULTING
FROM CITY OF WAUSAU ANNEXATION

WHEREAS, the revised reapportionment statutes 59.10(3)© allow the County Board to consider changes in the boundaries of supervisory districts based on City Annexations which occur after passage of the 10-year county reapportionment plan; and

WHEREAS, duly annexed property describes as that part of the Town of Stettin: the following described territory located within the Town of Stettin, Marathon County, Wisconsin, is hereby annexed to the City of Wausau, Wisconsin:

Part of the Southeast 1/4 of the Southeast 1/4, Section 29, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Southeast 1/4 of the Southeast 1/4; thence East, along the South line of said Southeast 1/4 of the Southeast 1/4, 329.81 feet to the Westerly line of the parcel described in Document No. 839577 recorded in the Office of Register of Deeds for Marathon County in Volume 412 of Micro-Records on Page 35, the point of beginning:

Thence continuing East, along said South line, 121.69 feet to the Easterly line of said parcel described in Document No. 832577; thence N 10°41' E, along said Easterly line extended Northerly, approximately 25 feet to the centerline of Stettin Drive and the existing boundary of the City of Wausau; thence Westerly, along said centerline, approximately 120 feet to said Westerly line of the parcel described in Document No. 832577, extended Northerly; thence S 10°41' W, along said Westerly line extended Northerly, approximately 25 feet to said Southerly right-of-way of Stettin Drive; thence continuing S 10°41' W, along said Westerly line, 350.03 feet to said South line of the Southeast 1/4 of the Southeast 1/4, the point of beginning, should be included in Supervisory District #9, there being two electors residing therein; and

WHEREAS, exact maps of the above-described parcel, along with a certified copy of the City of Wausau ordinance, have been duly filed with the Clerk of Marathon County; and

WHEREAS, changes in said supervisory district boundaries are allowed by law, provided that the total number of supervisory districts is left unchanged; and

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

That the above-described duly annexed property, now within the City of Wausau, is hereby included in the supervisory district enumerated above.

BE IT FURTHER RESOLVED that the Marathon County Clerk is hereby directed to forward all notices required under Chapter 59, Wisconsin Statutes, to the Secretary of State for the purpose of advising that office of said boundary changes.

Dated this 25th day of February, 2020.

COUNTY BOARD OF SUPERVISORS



CERTIFICATION

I, Mary A. Goede, do hereby certify that I am the duly qualified and acting Deputy City Clerk of and for the City of Wausau, Marathon County, Wisconsin. Acting in that capacity, I do further certify that the accompanying ordinance is a true and correct copy of the Joint Ordinance of the Capital Improvements & Street Maintenance Committee and Plan Commission Annexing territory from the Town of Stettin to the City of Wausau, (Kern – 4605 Stettin Drive), adopted by the Common Council of the City of Wausau on the 28th day of January, 2020. The population of said territory is two (2).

Dated this 3rd day of February, 2020.

City of Wausau, Marathon County, Wisconsin.

A handwritten signature in black ink that reads "Mary A. Goede". The signature is written in a cursive style with a large initial 'M'.

Mary A. Goede
Deputy City Clerk
Wausau, Wisconsin

SEAL

**JOINT ORDINANCE OF THE CAPITAL IMPROVEMENTS & STREET
MAINTENANCE COMMITTEE AND PLAN COMMISSION**

Annexing territory from the Town of Stettin to the City of Wausau

Kern – 4605 Stettin Drive

Committee Action: CISM Approved 3-0
Plan Comm. Approved 7-0

Ordinance Number: 497-20A

Fiscal Impact: Pursuant to state law, a payment will be made to the Town of Stettin for their tax share loss for a period of five years. This payment will be offset by the new taxes generated on the annexation.

File Number: 20-0115

Date Introduced: January 28, 2020

The Common Council of the City of Wausau do ordain as follows:

Section 1. Territory Annexed. In accordance with Chapter 66, Wisconsin Statutes, and the petition for direct annexation signed by Jeffrey Kern and Kathryn Kern, constituting 100 percent of the electors within and 100 percent of the owners of the land now located in the Town of Stettin, Marathon County, Wisconsin, and being a part of the Wausau School District, the following described land is hereby annexed to the City of Wausau:

Part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 29, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence East, along the South line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 329.81 feet to the Westerly line of the parcel described in Document No. 839577 recorded in the Office of Register of Deeds for Marathon County in Volume 412 of Micro-Records on Page 35, the point of beginning;

Thence continuing East, along said South line, 121.69 feet to the Easterly line of said parcel described in Document No. 832577; thence N 10°41' E, along said Easterly line, 316.84 feet to the Southerly right-of-way of Stettin Drive; thence continuing N 10°41' E, along said Easterly line extended Northerly, approximately 25 feet to the centerline of Stettin Drive and the existing boundary of the City of Wausau; thence Westerly, along said centerline, approximately 120 feet to said Westerly line of the parcel described in Document No. 832577, extended Northerly; thence S 10°41' W, along said Westerly line extended Northerly, approximately 25 feet to said Southerly right-of-way of Stettin Drive; thence continuing S 10°41' W, along said Westerly line, 350.03 feet to said South line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, the point of beginning.

Section 2. Effect of Annexation. From and after the date of publication of this ordinance, the territory described in Section 1 shall be a part of the City of Wausau and remain a part of the Wausau School District for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wausau, and governing the School District.

Section 3. Zoning Classifications. Zoning of the within real estate shall be pursuant to Section 23.04.040, Zoning of Annexed Lands, of the Wausau Municipal Code.

Section 4. Aldermanic District and Population of Annexed Area. The territory described in Section 1 of this ordinance is hereby made a part of the 9th Aldermanic District and the 50th Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

The population of the annexed territory is two (2).

Section 5. The State of Wisconsin, Department of Administration, has favorably reviewed the annexation and found it not to be against the public interest.

Section 6. Agreement to Pay Town Taxes. The City shall pay to the Town of Stettin all necessary property taxes that are due and owing pursuant to the provisions of Section 66.0217(14) of the Wisconsin Statutes.

Section 7. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance, which can be given effect without the invalid or unconstitutional provision or application.

Section 8. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

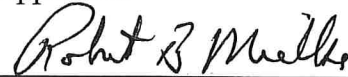
Adopted: 1/28/20

Approved: 1/29/20

Published: 1/31/20

Attest: 1/29/20

Approved:

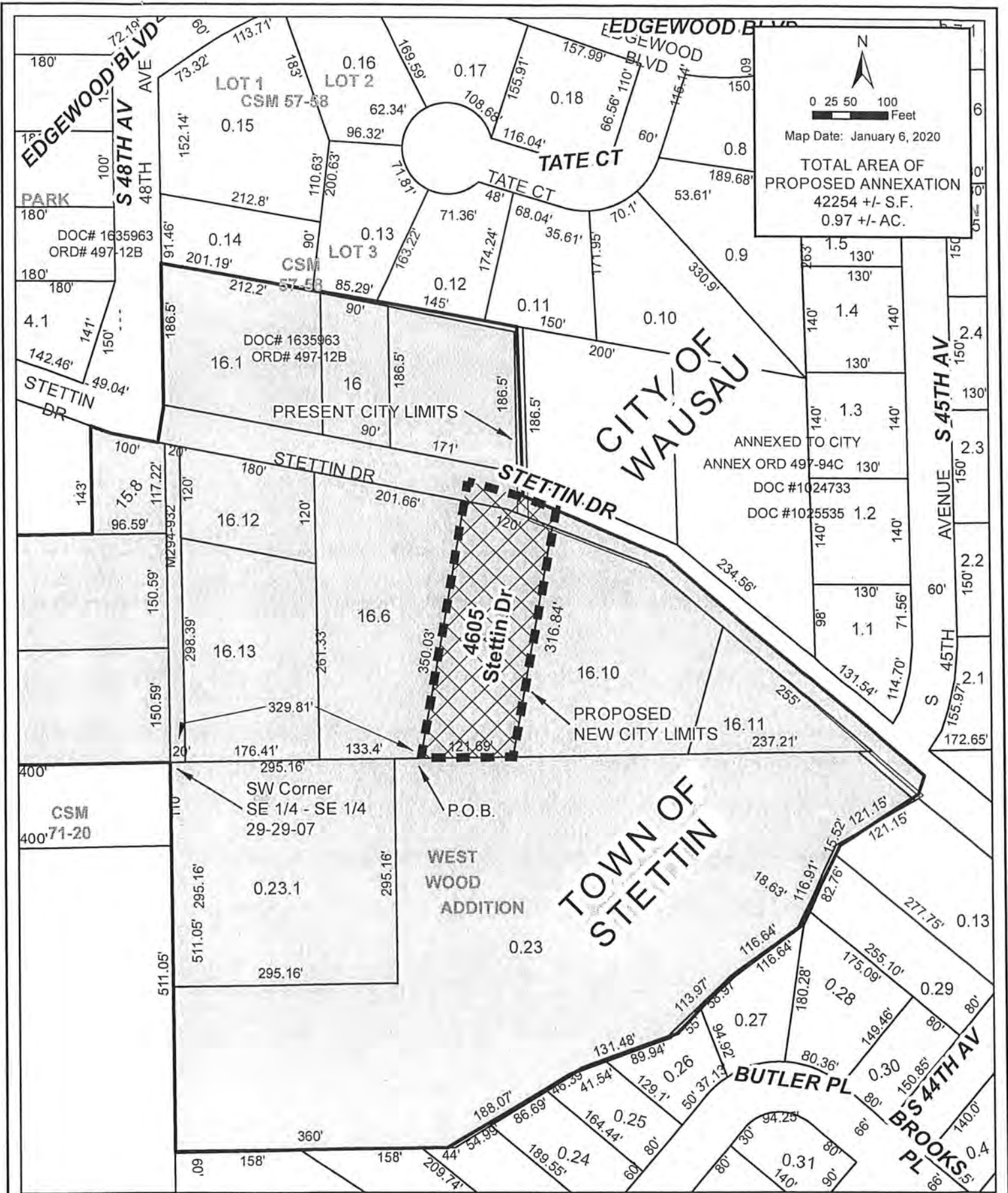


Robert B. Mielke, Mayor

Attest:



Mary A. Goede, Deputy Clerk



N

0 25 50 100 Feet

Map Date: January 6, 2020

TOTAL AREA OF PROPOSED ANNEXATION
42254 +/- S.F.
0.97 +/- AC.



PROPOSED ANNEXATION MAP

ANNEXING TERRITORY FROM THE TOWN OF STETTIN

RESOLUTION R - 8 - 20

TO APPROVE SUCCESSOR AGREEMENT FOR THE JOINT SPONSORSHIP OF COMMUNITY PROGRAMS BETWEEN MARATHON, LANGLADE AND LINCOLN COUNTIES THAT CREATES NORTH CENTRAL HEALTH CARE

WHEREAS, the Marathon County Board of Supervisors have entered into a series of Tri County Joint Contracts to create and renew the North Central Community Services Program Board (NCCSP) as a multi-county community services program with Lincoln and Langlade County, pursuant to Wis. Stats., §§51.42 and 66.0301; and

WHEREAS, NCCSP provides services through, and does business as, North Central Health Care (NCHC); and

WHEREAS, in September, 2016, Marathon County adopted Resolution # R-50-16 directing negotiation of an updated agreement that was “time-limited, provided greater county oversight and control of NCCSP and was committed to (1) financial integrity, (2) program adaptability and consistency, and (3) ongoing quality measurement, reporting and improvement”; and

WHEREAS, thereafter each member county adopted the “Agreement for the Joint Sponsorship of Community Programs Among Langlade, Lincoln & Marathon Counties” with a term of 2017-2021, a central feature of which was the creation of a Retained County Board Authority Committee; and

WHEREAS, the current Agreement requires that the Retained County Board Authority Committee review the Agreement and recommend changes, as appropriate, no later than mid-2020 to their respective county boards; and

WHEREAS, the Retained County Board Authority Committee has prepared a revised agreement and has recommended adoption of same to each of the three member counties; and

WHEREAS, at its meeting on January 27, 2020, the Marathon County Health & Human Services Committee, voted to recommend that the Marathon County Board adopt the proposed revised Agreement for the Joint Sponsorship of Community Programs.

NOW, THEREFORE, BE IT RESOLVED, that the Marathon County Board of Supervisors hereby resolves to:

- 1) Approve the “Agreement for the Joint Sponsorship of Community Programs Among Langlade, Lincoln & Marathon Counties” attached hereto as Exhibit 1.
- 2) Designate the Health and Human Services (HH&S) Committee as the committee to receive periodic reports relating to the services and programs delivered pursuant to the agreement.

BE IT FURTHER RESOLVED that all appropriate officials of Marathon County are hereby authorized and empowered to take actions necessary to effectuate the purposes of this resolution and the agreement referenced herein.

Dated this 25th day of February, 2020.

HEALTH AND HUMAN SERVICES COMMITTEE

_____	_____
_____	_____
_____	_____
_____	_____

Fiscal Impact Estimate: No Levy Impact anticipated at this time for 2020 Budget. The effect of this resolution on the 2021 budget and other future budgets will be developed through Marathon County’s regular budget process.

**AGREEMENT FOR THE JOINT SPONSORSHIP
OF COMMUNITY PROGRAMS**

Between

Langlade, Lincoln & Marathon Counties

May 1, 2020 – April 30, 2025

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JOINT COUNTY AGREEMENT

Langlade, Lincoln and Marathon Counties agree to continue sponsorship of a multicounty department of community programs known as North Central Community Services Program, for the purposes of administering a community mental health, alcoholism and drug abuse program and Protective Services and Protective Placement on the following terms:

I. PARTIES

- A. Counties.** Langlade, Lincoln and Marathon Counties are political subdivisions of the State of Wisconsin, established pursuant to §§2.01(34), 2.01(35), and 2.01(37), Wis. Stats., respectively, and doing business as quasi-municipal corporations, pursuant to §59.01, Wis. Stats.
- B. North Central Community Services Program** (“NCCSP”) is a multicounty community services program established pursuant to §§ 51.42 and 66.0301, Wis. Stats., and is also designated to provide Protective Services and Protective Placement to residents of Lincoln, Langlade and Marathon Counties, pursuant to §55.02, Wis. Stats. It is intent of the member counties that the multicounty community services program established herein be construed to be a political corporation or governmental subdivision or agency thereof pursuant to Wis. Stat. Chapters 893 and 895, and related statutes. NCCSP is not a party to this Agreement, but rather it is created by virtue of the agreement of Langlade, Lincoln and Marathon Counties.

II. PURPOSE

This Agreement of the Counties is based on the following policies and mandates of the State of Wisconsin as found in the Wisconsin Statutes:

- A. Legislative Policy.** The Wisconsin Legislature has stated in Wisconsin Statutes that it is the policy of the State to assure the provision of a full range of treatment and rehabilitation services in the state for all mental disorders including for mental illness, alcoholism and other drug abuse.
- B. Legislative Purpose.** To carry out the policy of the State of Wisconsin the Legislature enacted § 51.42 of the Wisconsin Statutes stating its purpose as follows:

[t]o enable and to encourage counties to develop a comprehensive range of services offering continuity of care[t]o utilize and expand existing governmental, voluntary and private community resources for provision of services to prevent or ameliorate mental disabilities, including but not limited to mental illness, developmental disabilities, alcoholism and drug abuse[; t]o provide for the integration of administration of those services and facilities organized under this section through the establishment of a county department of community programs[; and t]o authorize state consultative services, reviews

and establishment of standards and grants-in-aid for such programs of services and facilities.

- C. County Responsibility.** The Legislature has decreed that the county boards of supervisors have the primary responsibility for the well-being, treatment and care of the mentally ill, developmentally disabled, alcoholic and other drug dependent citizens and for providing Protective Services and Protective Placement to persons residing within their respective counties and ensuring that those individuals in need of such emergency services found within their respective counties receive immediate emergency services.
- D. Required County Program -Mental Health.** In § 51.42 of the Statutes, the Legislature has required that the county board of supervisors of every county, or the county boards of supervisors of two or more contiguous counties, shall establish a county department of community programs on a single-county or multicounty basis to administer a community mental health, developmental disabilities, alcoholism and drug abuse program, make appropriations to operate the program and authorize the county department of community programs to apply for grants-in-aid under § 51.423 of the Statutes.
- E. Required County Program -Protective Services and Protective Placement.** In §55.02 of the Statutes, the Legislature has required that every county board of supervisors shall designate a county department to have the responsibility for planning for the provision of protective services and protective placement and for directly providing protective services and protective placement.
- F. Multicounty Agreement Requirement.** Section 51.42(3)(c) of the Statutes provides that no grant-in-aid may be made to a multicounty department of community programs until the counties which established the multicounty department of community programs have drawn up a detailed contractual agreement, approved by the Secretary of the Department of Health Services, setting forth the plans for joint sponsorship. It is the intent of Langlade, Lincoln and Marathon Counties that this Agreement satisfy the requirements of § 51.42(3)(c) of the Wisconsin Statutes.
- G. Prior Joint County Agreements Superseded.** The Agreement supersedes all previous agreements between Lincoln, Langlade and Marathon Counties concerning the establishment and ongoing sponsorship of the North Central Community Services Program, including the Joint County Human Services Agreement entered in July of 1983, the updated Joint County Agreement entered in 1986, the updated Joint County Agreement entered in 2008, and the updated Joint County Agreement entered in 2017.
- H. Member Counties' Legislative Purpose.** The intent of Lincoln, Langlade and Marathon Counties is to establish a multicounty department of community programs that is responsive to the needs and priorities of the member counties, effectively operating as a county department of multiple counties under a government service

model, as opposed to an independent not-for-profit entity. This Agreement governs the provision of all services provided to the member counties by, or through, NCCSP in accordance with Chapter 51 of the Wisconsin Statutes. Each of the member counties remain free to contract with NCCSP for the administration of any other health care program or institution.

III. BACKGROUND

Although a recitation of the history of this Agreement is not required by law in order to constitute an enforceable Agreement, it has been deemed by the authors to contain relevant context for interpretation as well as future drafters of ongoing revisions. The establishment of the North Central Community Services Program (NCCSP) was based on the following State and County enactments:

- A. **Wisconsin Law Enactment.** Section 51.42 of the Wisconsin Statutes was enacted by the Wisconsin Legislature in Section 361 of Chapter 125 of the Laws of 1971 creating the liability of the counties to provide programs of treatment and rehabilitative services for mental illness, developmental disabilities, alcoholism and other drug abuse.

- B. **County Community Program Establishment.** Langlade, Lincoln and Marathon Counties each passed resolutions to combine with the others to establish the Community Mental Health Program to provide services in mental health, mental retardation, alcoholism and drug abuse pursuant to § 51.42 of the Statutes. The Boards of Supervisors of Langlade and Lincoln Counties passed their resolutions on March 14, 1972 and the Board of Supervisors of Marathon County passed its resolution on March 17, 1972. The resolutions each also provided for the creation of a board of directors to be the governing and policy-making board for what was then called the “Community Mental Health Program.” The County resolutions provided for the election of twelve (12) directors to the board by Marathon County and one (1) director each to the board by Langlade and Lincoln Counties and for other provisions regarding the election and terms of office of board members. In July of 1972 the Counties enacted resolutions providing that the Marathon County Board of Supervisors would elect ten (10) members and the Langlade and Lincoln County Boards of Supervisors would elect two (2) members each to the board. In March of 2020, the Counties enacted resolutions providing that each member County’s respective number of directors would be based on each member County’s respective total budget expenditures determined as of the effective date of the new Joint County Agreement and that no County would have fewer than two (2) members. Based on the 2019 NCCSP annual budget this Agreement provides that the Marathon County Board of Supervisors would elect nine (9) members, the Lincoln County Board of Supervisors would elect three (3) members and the Langlade County Board of Supervisors would elect two (2) members each to the Board.

C. Developmental Disabilities Program. In 1973, the Legislature passed the Developmental Disabilities Act, which allowed Counties to form separate Developmental Disabilities Services programs or to provide the services through the Community Services Program under § 51.42 of the Statutes. Lincoln County chose to form a separate Developmental Disabilities Services Program, while Langlade and Marathon Counties joined together to provide services for the developmentally disabled.

In 2008, Marathon County joined with Portage and Wood County to create Community Care of Central Wisconsin (CCCW), pursuant to Wis. Stats. sections 46.2803 thru 46.2895, in order to provide regional care for Developmentally Disabled persons residing in those counties. In 2011, Langlade and Lincoln Counties also joined CCCW. Since joining, each County now pays a required liability directly to the State of Wisconsin for the operation of CCCW, or its successor organization(s) created for the provision of services for the developmentally disabled. NCCSP continues to be a service provider for the developmentally disabled, but the Counties are no longer are required to provide these services.

In 2020, Lincoln County transferred their Development Disabilities Services Program from their Social Services Department to the NCCSP Board, effectively joining Langlade and Marathon Counties in having the NCCSP provide services for the developmentally disabled on behalf of the county.

D. Marathon County Nursing Home. On November 13, 1973, the Marathon County Board of Supervisors passed a resolution providing for the governance of its Nursing Homes by the NCCSP Board.

There has been a separate Nursing Home Management Agreement in existence since 1998. In December 2006, the NCCSP Board appointed a Nursing Home Operations Committee to assist in the oversight of the operations of the Marathon County Nursing Home (Mount View Care Center).

E. Lincoln County Nursing Home. On September 17, 2019, the Lincoln County Board of Supervisors passed a resolution providing for the governance of its Nursing Home (Pine Crest) by the NCCSP Board.

There was a separate Nursing Home Management Agreement executed following the adoption of the transfer. The NCCSP Board expanded the scope of the Nursing Home Operations Committee to assist in the oversight of the operations of both Pine Crest Nursing Home and Mount View Care Center.

F. Designated Protective Services and Protective Placement Agencies. Pursuant to § 55.02(2), the Chairperson of each County Board of Supervisors is responsible for designating the county department responsible for planning for the provision of protective services and protective placement and for directly providing protective

services, protective placement, or both, or entering into a contract for the provision of protective services and protective placements.

Since 2009, following the implementation of Family Care, the Chairpersons of the County Boards of Langlade, Lincoln, and Marathon Counties, have designated the NCCSP to serve as the Protective Services Agency responsible for planning for the provision of protective services and protective placement and for directly providing protective services and protective placement.

G. Initial Joint County Contract. In July of 1983, the three Counties entered into a “Joint County Human Services Agreement” for the continued sponsorship of what is now known as the Community Services Program under a more detailed agreement than the provisions of the earlier County Board resolutions. The agreements were updated by action of the three counties in 1986, 1995 and 2008. In 2012, the counties initiated a process to again revise the agreement. As a result of the revision process, Lincoln and Langlade County each passed resolutions adopting the revised agreement; however, the revised agreement was not ratified by Marathon County. In January of 2016, Marathon County adopted a resolution directing the examination of whether a different governance structure was more well-suited for the provision of services required under § 51.42. Thereafter, in September of 2016, Marathon County adopted a resolution directing Marathon County Administration to negotiate a new agreement with both Lincoln and Langlade Counties that was time-limited, provided greater county oversight and control of NCCSP, and was committed to (1) financial integrity, (2) program adaptability and consistency, and (3) ongoing quality measurement, reporting and improvement. Representatives from each of the member counties met on multiple occasions during the ensuing months. Thereafter, in December of 2016, all three Counties ratified a resolution for a new Joint County Agreement effective January, 2017. This Agreement supersedes all previous Joint County Contracts/Agreements.

IV. NCCSP DUTIES

The NCCSP shall perform the duties listed below as well as all other duties provided by Wisconsin Statutes.

- A. **Agreements for Services.** NCCSP shall enter into agreements to render services to or secure services from other agencies or resources, including out of state agencies or resources, as permitted under § 51.42 or any other applicable provision of state or federal law and as permitted under this Agreement.

- B. **Agreements for Facilities.** NCCSP shall enter into agreements for the use of any facility as an approved public treatment facility under § 51.45 for the treatment of alcoholics or persons who are drug dependent if NCCSP deems it to be an effective and economical course to follow. (§ 51.42(3)(ar)2).

C. **Contract for Legal Services.** NCCSP shall contract for legal services from the Marathon County Corporation Counsel's Office. NCCSP shall pay Marathon County, on behalf of the member Counties, for said legal services. NCCSP is responsible for developing an appropriate operating budget for legal services. The interest of each of the Counties, as it relates to the NCCSP, shall be represented by the Marathon County Corporation Counsel's Office, unless the Marathon County Corporation Counsel's Office believes it has a potential conflict of interest in the specific representation. In the event Marathon County Corporation Counsel has such a concern, it will convey that information to NCCSP and authorize NCCSP, through its CEO, to secure outside counsel for a limited-scope representation.

D. **Provision of Services.** NCCSP shall, within the limits of available state and federal funds and of county funds appropriated to match and overmatch state funds, offer the following services and facilities to provide for the program needs of persons suffering from mental disabilities:

1. Collaborative and cooperative services with public health and other groups for programs of prevention.
2. Comprehensive diagnostic and evaluation services, including assessment as specified under §§ 114.09(2)(bm), 343.30(1q) and 343.305(10) and assessments under §§ 48.295(1) and 938.295(1).
3. Inpatient and outpatient care and treatment, residential facilities, partial hospitalization, day treatment, intensive outpatient, emergency care and supportive transitional services.
4. Related research and staff in-service training on emergency detention and emergency protective placement procedures.
5. Continuous planning, development and evaluation of programs and services for all population groups.
6. Ensure that pregnant women are given first priority for services for alcohol and drug abuse if funding is insufficient to meet the needs of all eligible individuals.

See § 51.42(3)(ar)4

E. **Prepare Local Plan.** NCCSP shall prepare, as described below and in § 51.42(3)(ar)5, a local plan, every three (3) years, or as otherwise required by the Department of Health Services (DHS), which includes an inventory of all existing resources, identifies needed new resources and services and contains a plan for meeting the needs of the mentally ill, developmentally disabled, alcoholic, drug abusers and those with other psychiatric disabilities for citizens residing within the jurisdiction of NCCSP and for persons in need of emergency services found within the jurisdiction of NCCSP. The plan shall also include the establishment of long-range goals and intermediate-range plans, detailing priorities and estimated costs and providing for coordination of local services and continuity of care. The plan shall state how the needs of homeless persons and adults with serious and persistent mental illness, children with serious emotional disturbances and minorities will be met by NCCSP. The NCCSP shall submit the plan to the Department of Health

Services for review in accordance with § 51.42(7)(a)9 and § 51.02(1)(f) in accordance with the deadlines established under § 51.42(7)(a)9. Source: sec. 51.42(3)(ar)5.

- F. **Program Implementation.** Under the supervision of its Chief Executive Officer (as defined pursuant to Article VI of this Agreement), and using qualified personnel with training or experience, or both, in mental health or in alcoholism or drug abuse, NCCSP shall be responsible, as further described in this Agreement, for the planning and implementation of programs relating to mental health, developmental disabilities, alcoholism and drug abuse.
- G. **School Board Referrals; Interagency Cooperation.** NCCSP shall acknowledge receipt of notifications received under §115.812 (2) of the Wisconsin Statutes.
- H. **Budget.** NCCSP shall submit a proposed budget covering services based on the Local Plan for the succeeding calendar year to the county boards of supervisors of Langlade, Lincoln and Marathon Counties, no later than September 1 for approval by the County boards of supervisors and inclusion as part of the proposed County budgets. NCCSP shall submit a final budget to DHS. See § 51.42(3)(ar)8.
- I. **Costs of Services.** NCCSP shall determine the cost of all services it purchases based on standards and requirements prescribed by §46.036, Wis. Stats. See § 51.42(3)(ar)9.
- J. **Reports, Surveys, and Approvals.** NCCSP shall provide all reports, conduct all surveys and obtain all approvals required by law, including but not limited to the following:
 - 1. Annually report to the department of health services (“department”) regarding the use of any contract entered into under §51.87,
 - 2. Except in an emergency, review and approve or disapprove all admissions to nursing homes of mentally ill persons under age 65 who are residents of the county, and
 - 3. Submit to the department in a timely fashion, as specified by the department, any reports necessary to comply with the requirements under 42 USC 300x-52.
- K. **Authorize Care.** NCCSP shall authorize all care of any patient in a state, local or private facility for which it is responsible.

V. NORTH CENTRAL COMMUNITY SERVICES PROGRAM BOARD

- A. **Purpose.** The North Central Community Services Program Board is an entity comprised of representatives from the member counties that is focused on addressing the needs of the Tri-County Regional Community with respect to mental health and alcohol and drug dependent treatment programs.

- B. **Appointment of North Central Community Services Program Board.** The County Boards of Supervisors of Langlade, Lincoln and Marathon Counties or other appointing authorities authorized by law have appointed and shall continue to appoint a governing and policy-making board to be known as the North Central Community Services Program Board (NCCSP Board).
- C. **Composition of the Board.** In accordance with § 51.42(4)(b)2, the North Central Community Services Program Board (“The Board”) shall be composed of fourteen (“14”) Board members. Four of said board members shall be appointed by virtue of their respective status as follows:
1. The highest ranking appointed Administrative Official of each member County, or his or her staff designee, shall be appointed by virtue of his or her position by his or her respective County Board.
 2. The President of the NCCSP Medical Staff shall be appointed by the Marathon County Board of Supervisors by virtue of his or her election to such position by the organized Medical Staff. Said appointment shall be performed by the Marathon County Board of Supervisors by virtue of NCCSP’s primary campus location being within Marathon County.

By agreement of the parties, the composition of the remaining ten (10) board members should be determined based on the approximate share of the NCCSP’s overall budget expenditures on behalf of each respective member county at the time the Agreement was signed. In 2020, applying this methodology provides for the remaining board members to be allocated as follows: seven (7) board members being appointed by Marathon County; one (1) board member being appointed by Langlade County; and two (2) board members being appointed by Lincoln County.

D. **Board Representation**

1. All persons appointed to the NCCSP Board shall represent the interests of the mentally ill, the interest group of the developmentally disabled, interest group of the alcoholic and the interest group of the drug dependent, within the Tri-County Regional Community as described in §51.42(4)(b)2 of the Wisconsin Statutes.
 2. At least one Board member shall be an individual who receives or has received services for mental illness, developmental disability, alcoholism or drug dependency or shall be a family member of such an individual.
- E. **Appointment of County Supervisors.** No more than seven (7) members of the NCCSP Board may be County Supervisors. At least one (1), but not more than two (2), of the appointees from any one County shall be a member of the County's Board of Supervisors and shall be designated as such at the time of the appointment. In making appointments to the Board, member County Boards of Supervisors are

encouraged to the greatest extent possible to appoint members that fulfill the competencies expressed by the NCCSP Executive Committee (“the Committee”).

- F. **Term of Office.** Each NCCSP Board member shall hold office for a term of three (3) years. Board members shall serve staggered terms with one-third (1/3) of the members appointed each year. Board members fulfilling designated appointments by virtue of the position they hold, shall be replaced immediately by the appointment of their successor. At any time that a County's Board of Supervisors designated member or members are no longer County Board Supervisors, the appointing County Board of Supervisors shall immediately appoint a successor Supervisor or Supervisors to the NCCSP Board.

- G. **Removal for Cause.** Any NCCSP Board member may be removed from office for cause on recommendation of the NCCSP Board to the appointing county and a two-thirds (2/3) vote of the appointing county Board of Supervisors. The Board member must receive due notice in writing and a hearing on the charges against the Board member. Four (4) or more absences during a twelve (12) month period from regularly scheduled Board meetings may be considered cause for recommendation of removal to the appointing authority.

- H. **Removal of a County Board Supervisor or Designated member.** In the event that any NCCSP Board member was a member of a member county Board of Supervisors when appointed and the member is not reelected to that office, the member shall be considered removed upon due notice in writing from the NCCSP Board Chairperson. See § 51.42(4)(a)1.

- I. **Vacancies.** Any vacancy on the NCCSP Board shall be filled for the remainder of the term in the manner that the original appointment was made.

- J. **Other Appointing Authority.** In any instance in this section where appointment or removal is indicated to be made by the Chair of the County Board of Supervisors or by the County Board of Supervisors it is intended that appointment may be made by other appointing or removing authorities as authorized by law.

- K. **Executive Committee of the NCCSP Board**
 - 1. General – There shall be an Executive Committee of the NCCSP Board (“the Committee”), which shall serve as the designated entity within the NCCSP Board to exercise authority retained by the respective County Boards, as permitted under 51.42(5) of the Wisconsin Statutes and as provided in this Agreement. The Committee should focus on ensuring that the NCCSP organization remains responsive to the member counties and works to establish and sustain a strong working relationship between the NCCSP and

the member counties, through the exercise of the retained powers of the member counties specified in this Agreement.

2. Committee Composition – The Committee shall be comprised of the following four (4) members of the NCCSP Board: The highest appointed Administrative Official from each County, or his/her designee, and the Chair of the NCCSP Board. (See section V.L.10(b))
 - a. The Chair-Elect of the Board is expected to attend Committee meetings as an ex officio non-voting member.

3. Reporting Relationships – The highest appointed Administrative Official, or his/her staff designee, shall be designated by their appointment as the “Retained County Official” for purposes of exercising and communicating authority retained by and on behalf of each County Board. Each member county Board of Supervisors shall designate a County Board Standing Committee to which each Retained County Official will provide periodic reports or recommendations.

4. Duties and Responsibilities:
 - a. Selection of the Chief Executive Officer (“CEO”)
 - i. The Committee shall develop a selection plan, including the definition of the position duties and qualifications, in consultation with the Board, for the hiring of the CEO.
 - ii. The Committee is responsible for the execution of the selection plan; however, in doing so it shall afford the Board (1) the ability to access all applicant materials, reports, and other materials or information obtained by the Committee that is relevant to the selection of the CEO; and (2) the ability to participate in candidate interviews.
 - iii. The Committee shall make a hiring recommendation to the Board, which shall consider whether to accept or reject the recommendation.
 - iv. In the event the Board accepts the Committee’s recommendation, the recommendation shall be forwarded to the respective member County Boards of Supervisors for consideration. In the event the Board rejects the Committee’s recommendation, the Committee shall resume recruitment for the CEO position..
 - b. Appraisal of the CEO
 - i. The Committee shall participate with the CEO and the Board in the development of an annual work plan for the CEO, which includes performance metrics.

- ii. The Committee shall conduct a performance appraisal of the NCCSP CEO on a semi-annual basis. The appraisal should evaluate the CEO in light of the approved work plan and any other criteria deemed appropriate by the NCCSP Board.
- c. Compensation of the CEO
 - i. The Committee shall review the CEO Compensation Plan on an annual basis and grant final approval on behalf of the Board and each of their respective County Boards.
- d. Removal of the CEO
 - i. The Committee has the authority to, and is charged to, if appropriate circumstances are deemed to exist, make a recommendation to the Board who shall consider and forward a recommendation for removal of the CEO to each County Board.
 - ii. At the same time, each Retained County Official shall make its own independent recommendation to their respective County Board regarding the recommendation to remove the CEO independent of the NCCSP Board's recommendation.
- e. Budget
 - i. In advance of the Board preparing its annual operating budget, no later June 1 of each calendar year, the Committee shall communicate the budget guidelines and priorities of the member counties to the Board.
 - ii. The Committee shall coordinate the efforts of the Board in the creation and updating of program development plans as part of the annual budget development which establish intermediate and long-range goals based upon community needs assessment, which are explicit about tradeoffs and the impact of changes to the member Counties' system.
 - iii. The Committee shall review and recommend a proposed budget to the NCCSP Board, who shall then review and recommend the proposed budget to each respective County Boards, no later than October 1 of each calendar year.
 - iv. The Committee shall be responsible for the selection of an independent certified public accounting firm to perform the annual audit of the financial records of NCCSP.
- f. Assessment of Services - § 51.42(5)(a)12
 - i. Development of Performance Standards
 - 1) With input from the Board, the Committee shall clarify Program Outcome Expectations in the form of performance standards for each of the services provided by NCCSP, no later than July of each calendar year.
 - ii. Reporting and Improvement

- 1) In the event that a particular program does not meet either quality or performance standards, the Committee has the independent authority to direct the CEO to prepare an Improvement Plan.
- iii. Consideration of Improvement Plans
 - 1) The Committee is responsible for reviewing all Improvement Plans and shall determine whether any specific shared program is to be provided directly by NCCSP, NCCSP should implement all or a portion of any Improvement Plan, or the program should be contracted for with other provider and direct NCCSP to make such contracts. The Committee shall make a formal recommendation to the Board for consideration.
- iv. Program Creation, Modification, Suspension, or Termination
 - 1) The Committee is responsible for reviewing applications from the CEO to substantially modify, suspend, or terminate an existing program or create a new program. Any application that is approved by the Committee shall be forwarded to the Board for consideration.
- g. Extension, Revision, or Termination of Agreement
 - i. Retained County Officials on the Committee are responsible for the ongoing assessment of the Tri-County program as a mechanism for meeting the needs of the individual member counties.
 - ii. Beginning in January of the third year of the Agreement (TBD) the Committee shall begin formulating a formal recommendation as to whether (1) the Agreement should be extended, (2) the Agreement should be modified and a successor Agreement be approved, or (3) the Agreement should be allowed to terminate. The recommendation shall be reported no later than July 1 of that year to each of the member county Boards of Supervisors.
 - iii. The Retained County Officials on the Committee shall present the recommendation to their respective county Board of Supervisors.

L. Powers of the NCCSP Board

1. General – § 51.42(3)(ar)-(bm)
 - a. The NCCSP Board shall assume all of the powers and duties of North Central Community Services Program not expressly or impliedly reserved by the member counties or delegated by the member counties to the Committee as provided by this Agreement, subject to the rules promulgated under Wisconsin Administrative Code and Wisconsin Statute, as follows:
2. Budget and Planning

- a. The Board shall propose an annual budget to the respective member County Boards, no later than October 1 of each calendar year.
 - b. The Board shall facilitate the creation, and frequent updating, of intermediate and long-range goals and program development plans that are based on community needs assessment of the Tri-County Regional Community, which detail priorities, estimate costs, and are explicit about tradeoffs and the impact of changes to the member counties. § 51.42(5)(a)1.
3. Program Service Delivery Measurement, Reporting, and Improvement - § 51.42(5)(a)11.
- a. Delivery
 - i. The Board shall develop program delivery models that comply with all federal, state, and other applicable regulatory quality standards.
 - ii. The Board shall seek to implement programs in such a manner that satisfies the Performance Standards created by the Committee.
 - b. Measurement
 - i. The Board shall create and implement mechanisms capable of capturing data related to (1) all federal, state, and other applicable regulatory quality standards, and (2) each of the performance standards identified by the Committee for each of the programs operated by NCCSP.
 - c. Reporting
 - i. The Board shall receive regular reports for each of the programs/services it provides that detail the program's effectiveness relative to (1) all federal, state, and other applicable regulatory quality standards, as well as (2) the previously identified performance standards and, if desired, recommend changes in service delivery models.
 - ii. The Board shall receive and review all state and federal inspection reports and remediation plans related to NCCSP programs and services.
 - d. Improvement
 - i. In the event that a particular program does not meet either quality or performance standards, the Board shall direct the CEO to develop and present to the Board an Improvement Plan.
 - ii. The Board is responsible for reviewing and approving recommendations from the Committee relative to Improvement Plans. When reviewing a recommendation of the Committee, the Board may also recommend within the Improvement Plan that the Committee modify the existing performance standards.
 - e. Program Creation, Modification, Suspension or Termination

- i. The Board is responsible for reviewing applications to substantially modify, suspend, or terminate an existing program or create a new program that have been approved by the Committee.
 - f. Personnel Policies and Salaries
 - i. Personnel Policies
 - 1) The Board shall establish personnel policies for all NCCSP employees that are generally consistent with the personnel policies of the member counties.
 - ii. Salaries
 - 1) Non-CEO Employee Compensation - The Board shall prepare and annually review a compensation policy and plan covering all of its employees with the exception of the CEO. The compensation policy shall include all of the following:
 - a. Salary/Compensation ranges for each of the employee classifications.
 - b. References to salary/compensation ranges from similar positions with comparable Departments of Community Programs within the State of Wisconsin or the country or other comparable markets.
 - c. Hiring policies that provide guidance on the circumstances under which an employee may be hired at various points within the position's pay range.
 - d. Policies detailing the process for the creation of new positions, the classification of new positions within the existing salary/compensation range system, and the reclassification of existing positions within the existing salary/compensation range system
- 4. Provision of Care
 - a. Within the limits of available State and County appropriations and maximum available funding from other sources, NCCSP may offer the following services and facilities to provide for the program needs of persons experiencing mental disabilities:
 - i. Pre-care, aftercare and rehabilitation and habilitation services.
 - ii. Professional consultation
 - iii. Public informational and educational services
 - iv. Provide treatment services specified in a conditional release plan approved by a court to a county resident conditionally released under § 971.17 of the statutes and subject to the State's obligation to reimburse NCCSP for the treatment and services provided.
- 5. Service Allocation
 - a. NCCSP may allocate services among recipients based on the availability of its limited resources.

6. Facility Use Agreements
 - a. NCCSP shall develop Facilities Use Agreements with member counties to govern control and maintenance of facilities owned by the said counties and occupied by NCCSP.
7. Real Property
 - a. NCCSP may own, lease or manage real property for the purposes of operating a treatment facility, as authorized by § 51.42(3)(aw)3. NCCSP must arrange for the maintenance of any property owned or leased directly by NCCSP and not owned by a member county.
8. Other County Health Care
 - a. NCCSP may administer other County health care programs or institutions that any of the three County boards of supervisors may designate, but the budget for such designated program or institution shall be separated from the general budget of NCCSP and the designating county shall fund such program or institution operations by separate appropriation.
9. Conflict of Interests
 - a. NCCSP shall adopt and enforce a policy to avoid conflicts of interest.
10. Bylaws
 - a. NCCSP shall adopt Bylaws and Board Policies that, among other things, address the formation of appropriate committees and sub-committees, the issue of quorum, and provide for the selection of a Board Chair and Chair-Elect, as required to conduct business to govern its operation, including the business and operation of its committees and sub-committees.
 - b. Selection of NCCSP Board Chair and Chair-Elect: the NCCSP Board Chair and Chair-Elect shall be appointees of the Marathon County Board of Supervisors elected at large by the members of the NCCSP Board.
 - i. The Chief Administrative Officer of Marathon County, or his or her staff designee, and the President of the NCCSP Medical Staff are ineligible for selection as NCCSP Board Chair and Chair-Elect.
 - c. NCCSP shall file Bylaws and any amendments with the County Clerk of each of the three Counties within thirty (30) days of adoption.

M. Additional Powers and Duties

1. The NCCSP Board shall do all of the following, unless expressly or impliedly prohibited by terms set forth in this Agreement:
 - a. Develop coordination of local services and continuity of care where indicated.
 - b. Utilize available resources and develop new resources to carry out the legislative mandate and the mission of the organization.
 - c. Comply with State and Federal requirements.

- d. Assist in arranging cooperative working agreements with service providers.
- e. Continually evaluate the needs of the member counties' communities and the quality of the service delivery of programs provided by NCCSP in accordance with the expressed provisions and intent of this Agreement.
- f. Post meeting agendas, minutes and support materials (packets) in accordance with Wisconsin Open Meetings Law.
- g. Comply—to extent permitted by state and federal law, administrative code, or other legal rule—with Wisconsin Public Record Law.
- h. Appoint members of the Medical Staff.

N. **Additional Discretionary Powers.** In addition to the forgoing, the Board shall have the power to:

- 1. Enter into contracts with individual, or multiple, counties or non-profit organizations for the administration of any other health care programs or institutions that are within the Mission of NCCSP, including organizations existing or operating outside the member counties but not the State of Wisconsin with the following stipulations.
 - a. **Management Agreement Required.** Any contracts entered into by the NCCSP Board under this provision shall be legally permissible for a government agency to enter into and shall have a time limited and well-defined Management Agreement between the parties which legally and financially separates the organization from the NCCSP Programs and Services performed for or on behalf of the member counties.
 - b. **Separate Governance.** Individual, or multiple, member counties entering into such contracts with NCCSP may designate an entity wholly independent of NCCSP for the purpose of governance of said health care program or institution. At no time, shall any contract change the composition or representation on the NCCSP Board.
 - c. **Accounting.** The budget for any program or institution under this provision shall be separated from the general budget of NCCSP and shall at no time be funded or subsidized by the member counties or the operations of NCCSP.
 - d. **Contribution to Operations.** Any such agreement under this provision should return a sufficient contribution of income to the operations of NCCSP of greater than 10% of net operations on an annual basis over an average of any three (3) year period.

VI. **COMMUNITY PROGRAMS DIRECTOR**

A. **General Powers**

1. The Chief Executive Officer of the North Central Community Services Program shall have all of the administrative and executive powers and duties of managing, operating, maintaining and improving the programs of NCCSP, subject to such delegation of authority as is not inconsistent with powers and duties granted to NCCSP or its Board, powers and duties expressly or impliedly retained by the respective member county Boards of Supervisors or delegated by the member county Boards of Supervisors to the Committee, Wisconsin Statutes and Administrative Code, and rules promulgated by the department.
2. The Chief Executive Officer shall fill the role of the “county community programs director” under § 51.42 of the Wisconsin Statutes.

B. **Specific Powers and Duties.** In consultation and agreement with the NCCSP Board and the Committee, the Chief Executive Officer shall:

1. Prepare an annual comprehensive plan and budget of all funds necessary for the programs and services of NCCSP. This plan shall establish priorities and objectives for the year as well as any modifications of long-range objectives.
2. Prepare intermediate-range plans.
3. Prepare an annual report of the operation of NCCSP and other reports required by:
 - a. The State of Wisconsin, the federal government, or an agency of subunit of the state or federal government.
 - b. A Board of Supervisors of a member county.
 - c. The Committee.
4. Make recommendations to the NCCSP Board and the Committee as required by this Agreement, including the following:
 - a. Personnel and salaries of employees.
 - b. **Creation, Modification, Suspension or Termination of Programs.**
 - i. In this agreement, the term “substantially modify” is defined as “any act to change the form, quality, or scope of programs or services.” This definition shall be regularly reviewed, and updated as necessary to ensure clarity of expectation through ongoing discussions between the CEO and the Committee.
 - ii. The CEO is prohibited from creating a new program or substantially modifying, suspending or terminating an existing shared program or shared program delivery model without formal application to, and approval by, the Committee and the Board.
 - iii. Any application to create a new program or substantially modify, suspend or terminate an existing shared program or shared program delivery model shall be made in writing and should include (1) an explanation of the program at issue, (2) a projected cost or cost savings of the proposed action, and (3) a summary of the other

- NCCSP program services that may be impacted by the proposal, and (4) a summary of the anticipated impact on individual Member County Departments as a result of the proposed action. The application shall be made first to the Committee and then to the Board.
- iv. Without approval as set forth above, the CEO may make interim program modifications or suspensions until such time as the Committee and Board can make their respective determinations.
 - c. Other Changes in Program Services, including:
 - i. The preparation of an Improvement Plan, which (1) details specific proposed revisions to an existing program and service delivery model to satisfy applicable quality and performance standards and provides an estimated cost and funding plan to implement the Improvement Plan, and (2) evaluates alternative delivery methods and/or programs to determine whether a provider exists that is capable of providing a similar service or program and the estimated cost of contracting for said service or program. Improvement Plans must first be approved by the Committee before being considered by the Board.
5. After consultation with the Board and the Committee, administer the duties of the NCCSP.
 6. Comply with state and federal requirements and the terms of this Agreement.
 7. Employ and manage staff as he or she deems appropriate to administer the duties of the NCCSP.
 8. Develop a Conflict Resolution Protocol.
 - a. The parties recognize that some level of intergroup conflict is inherent in this partnership because of the scarcity of resources, the ambiguity of roles and the law as applied to specific cases, and the differences in organizational values and culture. To address these differences at the lowest possible level, preferably through direct communication between colleagues or peers, the CEO shall work with the chief administrative person from each of the member counties to develop and periodically update protocols for addressing situational intergroup conflict.
 9. Convene meetings of member county Finance Directors.
 - a. The Finance Director for each County and the Chief Financial Officer for NCCSP will meet on no less than two (2) occasions to evaluate and discuss the status of each County and the financial stability of NCCSP.

VII. GENERAL FINANCIAL PROVISIONS

The following general provisions shall apply to the financial affairs of NCCSP:

- A. **Accounting Period.** NCCSP shall use the calendar year as its accounting period.

- B. **Accounting Practices.** NCCSP shall follow generally accepted accounting principles.
- C. **Annual Audit.** NCCSP shall retain an independent certified public accounting firm, selected by the Committee, to annually audit the financial records of NCCSP. The audit shall be conducted in accordance with generally accepted auditing standards, government auditing standards and requirements of the American Institute of Certified Public Accountants, and shall include the following supplemental statements: (1) a Balance Sheet, Cash Flow and Income statement for each Mount View Care Center and Pine Crest Nursing Homes and (2) a Balance Sheet, Income and Cash Flow statements for North Central Health Care, and (3) a Balance Sheet detailing each respective member counties' fund balance. On or before April 30 of each year, NCCSP shall provide each County, through its respective Retained County Official with a copy of the annual audit report and applicable supplemental statements. Unless a member county or the Committee specifically directs otherwise, the Annual Financial Statement shall be deemed accepted by the County ninety (90) days after receipt by the County.
- D. **County Appropriations.** County appropriations for operations, reserves and capital purchases shall be determined through a budget development process which follows the procedures detailed in this section.
1. Community Services Program - The Community Services Program is the program of services for disability groups experiencing mental illness, alcoholism and other drug abuse. Operations and capital budgets for the Community Services Program shall be prepared and approved by the North Central Community Services Program Board and the Committee, as required by this Agreement, and provided to each of the three Counties as requests for funding approval. A determination of operating reserve needs shall also be made each year by the NCCSP Board, consistent with its Reserve Policy, and communicated to the Board, the Committee, and the three member counties.
 - a. Operations Budget
 - i. An operations budget shall be prepared for the multicounty Community Services Program which projects all revenues and expenses for the next calendar year. Appropriations required from funding Counties for operations for the Community Services Program shall be determined through a process which allocates the revenue and expense items of the budget according to the following provisions and arrives at net appropriations needed from each County for the ensuing calendar year.
 - ii. The Committee shall provide budget guidelines and priorities to the Board no later than June 1.

- iii. The Committee shall review and recommend the proposed budget to the NCCSP Board, who shall then review and recommend a proposed budget to each respective County Boards, no later than October 1 of each calendar year.
 - iv. Individual member county Boards of Supervisors shall receive and consider, the proposed budget. The final allocation to NCCSP shall be determined by the member counties in the context of their complete annual budget.
- b. Program Revenue
- i. **Addendums.** Addendums are defined as program funding received from the State of Wisconsin and which are received with designations that the funding will be used for specifically identified groups or individuals. Addendums related to service programs shall be allocated among the three Counties based on the best available data with regard to the population of the member counties published by the Wisconsin Department of Administration, or another state agency required by law to publish said information.(such allocation method shall be hereinafter referred to as the “Appropriate Allocation Methodology”).
 - ii. **Third Party Collections.** Third party collections for all disability groups shall be first allocated to the respective Counties based on third party collections specifically identified with services separately provided in individual Counties. Third party collections provided in any of the Counties as a part of the common services available to all of the Counties, such as inpatient services, shall be allocated based on the Appropriate Allocation Methodology.
 - iii. **State Base County Allocation.** The State Base County Allocation (BCA) shall be divided among the three (3) counties based on the Appropriate Allocation Methodology.
 - iv. **Other Revenue.** Other revenue which is generated from provision of services not directly related to disability group programs shall be allocated to each program, county, or organization based on where the revenue was generated.
- c. Program Expenses
- i. Expenses of operating the programs shall be allocated to each of the three Counties in a manner that is consistent with the allocation of program revenues.
 - ii. Other expenses shall also be allocated in a manner that is consistent with the allocation of Other Revenue whereas the appropriate expense is matched with the revenue.
2. Reserves Determination
- a. The amount of reserves will be determined by the Reserves Policy. This reserve policy is established in consultation with the Finance Directors of each county and recommended by the Committee for approval by the

NCCSP Board. Expenditure or distribution of each county's reserves retained by NCCSP in an amount that exceeds the minimum described in the NCCSP policy, either as an individual transaction or as aggregated annually, is not permitted without approval by the Committee.

3. Capital Budget
 - a. A capital budget shall be prepared to provide for the capital needs of NCCSP for continued operation. The capital needs amount shall be allocated to the three Counties based on the county in which the capital asset will be located. The capital appropriation request to each County shall individually identify capital assets with a purchase price of \$30,000, or more, and shall be sent to the appropriate county for review and approval regardless of funding source consistent with any Facilities and/or Capital Use Agreements between NCCSP and the Counties. Other capital assets of lesser cost shall be grouped together in the capital appropriation request.
4. Ownership and Depreciation
 - a. Capital assets purchased by NCCSP with capital appropriations shall be owned by the County providing the appropriation but shall be carried on the books of NCCSP and depreciation amounts for capital assets shall be included in program operating expenses. Each County's fund balance account shall be increased for the amount of the capital appropriation provided for the purchase of capital assets by NCCSP.
5. Insurance Coverage
 - a. Counties shall be responsible for site (real property) insurance for their respective facilities. NCCSP shall be responsible for all other necessary and appropriate insurance coverage, including any coverage required by virtue of NCCSP's use or occupancy of any facility or property.
6. Reconciliation
 - a. On or before April 30 of each year NCCSP shall determine the operating results for the preceding calendar year. The net excess revenue or expense shall be allocated to each County's fund balance.
7. Appropriation Payment
 - a. Each county shall pay to NCCSP one fourth (1/4) of the county's annual approved appropriation per quarter.
8. Collections from Service Recipients
 - a. The collection procedures utilized by NCCSP to collect charges from service recipients shall be consistent with established policies and procedures and State laws and administrative regulations applicable to collections.
9. Other Programs
 - a. Budgets shall be prepared which separately account for revenue and expenses for other health care programs and institutions administered by NCCSP under the authority of Wis. Stat. § 51.42(3)(b) and paragraph V. N. above. Operational and capital contributions by a County for which NCCSP is administering another County health care program or

institution shall be determined under the provisions of the separate agreement between NCCSP and the authorizing County.

VIII. TERMINATION OF THE AGREEMENT

- A. **Term of the Agreement.** This Agreement is effective as of the Effective Date (May 1, 2020) and for a period of five (5) years thereafter. In the event that this Agreement is not extended by an affirmative vote of each of the respective member county Boards of Supervisors, or a successor agreement is not entered into by affirmative vote of each of the respective member county Boards of Supervisors, prior to April 30, 2024, said failure is deemed to constitute notice of intent to withdraw from this Agreement as contemplated under subsection VIII.C. of this Agreement. The failure of one county to affirmatively extend this Agreement, or enter into a successor agreement, does not terminate joint sponsorship of the NCCSP, provided that the remaining two member counties affirmatively vote to extend this Agreement, or enter into a successor agreement. Instead, if only two member counties vote to extend this Agreement, or enter into a successor agreement, the Continuation of Sponsorship provision of section VIII.D. would be triggered.
- B. **Termination of the Agreement.** This Agreement may be terminated by any member County for any reason (or for no reason) by providing written notice of the intent to withdraw to the other member Counties at least one (1) full calendar year in advance of the effective termination date along with a copy of the resolution adopted by the respective member County approving withdrawal. The effective termination date will be January 1 of the next calendar year following the required full calendar year notice, unless all member Counties agree to an earlier effective termination date. The NCCSP would remain responsible for providing services in the same manner as previously agreed upon until the effective termination date.
- C. **Continuation of Sponsorship**
1. The joint sponsorship arrangement under this Agreement shall survive the withdrawal of any County if the remaining Counties choose to continue the joint sponsorship by affirmative vote of each of the member county Board of Supervisors and the execution of a successor joint sponsorship agreement no later than six (6) months prior to the effective termination date of this Agreement as that date would be calculated in accordance with the provisions above.
 2. In the event of continuance, the termination date of the withdrawing County's participation in the Program shall be determined as indicated above, and within six (6) months following the termination date, the equity fund balance of the withdrawing County shall be determined. Payment to the withdrawing County shall then be made during the twelve (12) months following the termination date. Payment shall be made first in property owned by that County but carried on the books of NCCSP at its depreciated value, and the remainder, if any, shall be paid from cash or other assets. If the withdrawing

County's equity fund balance account is less than the depreciated value of the property owned by that County but carried on the books of NCCSP, then that County shall appropriate an additional amount to NCCSP to cover this deficit.

3. Any and all facilities use agreements regarding real property owned by the withdrawing county that is occupied by NCCSP shall terminate as of the effective date of the withdrawal, regardless of any continued sponsorship.

D. Liquidation of NCCSP

1. Upon the receipt of the notice of intent to withdraw from any member County, or upon the failure of all member Counties to renew this Agreement or enter into a successor agreement, NCCSP shall initiate planning relative to winding-up its affairs with the member Counties, while continuing to share costs and provide services in the same manner as existing immediately prior to the notice. On any withdrawal not subject to continuation of sponsorship as provided above, the operations shall be terminated as soon as reasonably possible as determined by NCCSP and agreed to by the Committee. The net equity fund balance of each County shall be determined as of the date operations terminate. NCCSP shall then proceed to liquidate all assets except property and equipment and satisfy all liabilities. When liquidation has been completed the remaining net assets shall be distributed based upon the proportion of each County's equity fund balance as of the date of termination of operations. The net assets distributed shall first be the property and equipment attributable to each County, and the remainder, if any, shall be paid from cash or other assets. If a County's equity fund account is less than the depreciated value of the property and equipment owned by that County but carried on the books of NCCSP then that County shall appropriate an additional amount to NCCSP to cover this deficit by January 30 of the year following the next regular budget cycle.
2. NCCSP shall be entitled to withhold any unpaid contract charges from funds to be paid pursuant to this section.

IX. MISCELLANEOUS

- A. **Other Arrangements.** No funding County shall enter into any agreement with NCCSP which financially benefits such County at the expense of any of the other funding Counties.
- B. **Assignment.** NCCSP shall not assign this Agreement without the express written consent of Lincoln, Langelade and Marathon Counties.
- C. **Waiver and Modification.** This Agreement, and its terms may only be waived, altered, amended, modified, cancelled or discharged upon specific written agreement

approved by each of the member counties, or as otherwise specifically provided in this Agreement. In the event that the Board identifies provisions it deems necessary to alter, amend, modify, cancel or discharge, it shall recommend same to each of the member counties for consideration.

- D. **Automatic Modification.** If any law enacted by the State of Wisconsin or by the United States of America changes the parties' duties and obligations, NCCSP shall notify Lincoln, Langlade Marathon Counties of the needed changes and this Agreement shall be modified in a manner mutually agreeable to the parties.
- E. **Captions.** Captions are used throughout this Agreement for convenience or reference only and shall not be considered in any manner in the construction or interpretation of this Agreement.
- F. **Severability.** If any of the terms of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, or the application of such to persons or circumstances other than those to which it is declared invalid and unenforceable, shall not be affected, and shall remain effective, valid and enforceable to the fullest extent permitted by law.
- G. **Construction.** This Agreement shall be construed according to the laws of the State of Wisconsin. This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as which party prepared the instrument or the parties' relative bargaining powers
- H. **Other Documents.** Each of the parties agrees to sign any other documents as may be appropriate to carry out the intentions expressed in this Agreement.
- I. **Entire Agreement.** This Agreement, and any other instruments or agreements it refers to, constitute the entire agreement between the parties with respect to the subject matter, and there are no other representations, warranties, or agreements except as provided in this Agreement
- J. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
- K. **Parties Bound.** Each provision of this Agreement shall extend to and shall, as the case might require, bind and inure to the benefit of the Lincoln Langlade and Marathon Counties and NCCSP and their respective legal representatives, successors and assignees.
- L. **Immunity.** Nothing contained in this Agreement is intended to be a waiver or estoppel of the rights of Lincoln, Langlade and Marathon Counties and/or NCCSP 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.

Effective May 1, 2020, or date of last County Approval, whichever is later.

LANGLADE COUNTY

BY: _____
David J. Solin
County Board of Supervisors Chair
Date: _____

BY: _____
Judy Nagel
County Clerk
Date: _____

BY: _____
TBD
County Manager
Date: _____

LINCOLN COUNTY

BY: _____
Robert Lee
County Board of Supervisors Chair
Date: _____

BY: _____
Christopher J. Marlowe
County Clerk
Date: _____

BY: _____
Jason Hake
County Administrative Coordinator
Date: _____

MARATHON COUNTY

BY: _____
Kurt Gibbs
County Board of Supervisors Chair
Date: _____

BY: _____
Kim Trueblood
County Clerk
Date: _____

BY: _____
Lance Leonhard
Interim County Administrator
Date: _____

Memo

To: Retained County Authority Committee Members
From: Lance Leonhard, RCA Chair, & Scott Corbett, Marathon
County Corporation Counsel
Date: December 23, 2019
Re: North Central Health Care provision of legal services

Question Presented: Based on North Central Health Care's legal service needs, is it viable for a member county to create an Assistant Corporation Counsel dedicated to deliver legal services to North Central Health Care?

Determination: The Tri-County Agreement should be amended to provide that NCHC contract with Marathon County Corporation Counsel for provision of legal services.

Marathon County should create a 1.0 FTE Assistant Corporation Counsel to provide in-house general counsel services and representation to NCHC.

Legal Background:

The delivery of legal services for county departments of community programs is governed by Wisconsin Statutes, specifically Wis. Stats., §51.42(3)(ar)1, which currently reads, in part:

Notwithstanding ss. 59.42 (1) and (2) (b) and 978.05, any multicounty department of community programs may contract for professional legal services that are necessary to carry out the duties of the multicounty department of community programs if the corporation counsel of each county of the multicounty department of community programs has notified the multicounty department of community programs that he or she is unable to provide those services in a timely manner.

This provision was put in place as an amendment to the original statute setting forth duties of a multicounty department of community programs, circa 1983. Prior to that time the Wisconsin Attorney General had opined that the Board created under Wis. Stats., 51.42, did not have authority to contract for private legal services. See 63 Op. Atty Gen. 468 (1974).

Following the amendment of the statute in 1983, Marathon County Corporation Counsel, William A. J. Drengler, requested clarification from the Attorney General regarding some of the practical and legal effects of the amendment. In that opinion, the Attorney General expressly indicated that the 51.42 Board was limited to the employing counsel only to the extent that those duties were declined by Corporations Counsel (and District Attorneys, in counties without Corporation Counsel):

In my opinion the change in the statute grants a multicounty board power to contract for professional legal services with private counsel on an independent contractor basis if sufficient funds are available only 'if the corporation counsel of each county [or district attorney of each county not having a corporation counsel] of the multicounty board has notified the board that he or she is unable to provide such services in a timely manner.' The amendment evidently was passed in recognition of the opinion referred to and of the restrictive interpretation of then applicable statutes contained therein. *The Legislature could have granted broader power to the board to retain private counsel, but chose to place a strict rein upon its use.*

73 Op. Atty Gen. 8 (1984). [Emphasis added].

Effectively, the Attorney General opinion makes clear that the multicounty board is subordinate to the counties in the sense that it may only hire legal counsel to the extent that area is vacated by the counties. Without independent authority to hire legal counsel, a multicounty community programs board only has the power to hire counsel which is directly ceded to them by the counties.

The Attorney General suggests that counties and their respective 51.42 Boards are in a position to negotiate through the budget process for the specific counsel needed, providing that:

County boards can also influence the decision of a 51.42/51.437 board with respect to any desire to contract for private counsel by providing adequate competent staff in the offices of corporation counsel and district attorney including county employment of an adequate number of assistants.

Id.

Finally, the Attorney General urges that counties and multicounty boards establish clear parameters for representation as follows:

A multicounty 51.42/51.437 board should seek and rely on advice of the district attorney (district attorneys), corporation counsel (corporation counsels) of the county or counties involved. There may be provisions in the multicounty *plan or contract* approved under section 51.42(3)(b) and (c) *which establish lines of primary responsibility or first reference with respect to rendering legal services* to the 51.42/51.437 board.

Id. [Emphasis added].

Since receiving the previously referenced Attorney General Opinion, Corporations Counsel from the three participating counties have declined to provide general counsel services and representation to NCHC. That declination continues to be codified within the Tri-County Agreement. We are unaware of an agreement—either inside or outside of the Tri-County Agreement—that established “lines of responsibility or first reference” as suggested by the Attorney General.

Absent direct general counsel and representation through one of the member counties, general counsel services and representation have been provided to NCHC by a number of private attorneys, including the law firms of Hess, Dexter and Reinhardtson as well as Ruder Ware. Currently, attorneys from Ruder Ware provide legal services to NCHC on a contract basis.

While the members counties have not delivered general counsel services or representation to NCHC, each of the member county Corporations Counsel have maintained familiarity with many of NCHC's core programs and services. Corporations Counsel have historically prosecuted Wisconsin Statutes Chapter 51 involuntary commitment cases as well as, Wis. Stats., Chapter 54/55 adult guardianship and protective placements on behalf of their respective counties. Currently, Marathon County Corporation Counsel prosecutes Chapter 51 actions on behalf of both Marathon and Lincoln Counties and Chapter 54/55 matters on behalf of Marathon, Lincoln and Langlade Counties.

While member Corporation Counsel have not provided general counsel services to NCHC—which began as a multi-county department of community programs—corporation counsels are called upon to deliver general counsel and representation services to several other joint ventures. Marathon County Corporation Counsel provides general counsel services to the Central Wisconsin Airport, City-County Information Technology Commission (CCITC), and Aging & Disability Resource Center of Central Wisconsin (ADRC-CW), as well as the Marathon County Public Library, by contract.

Nature of Legal Services provided:

To assess the nature and quantity of legal services needed by NCHC, Marathon County undertook a review of redacted billing information provided by NCHC's current service provider, Ruder Ware, 17-page memorandum provided by Ruder Ware, and both a summary memorandum from NCHC CEO, Michael Loy, dated January 19, 2017, regarding legal services expenditures from 2013 – 2017 and email correspondence from Michael Loy, dated July 24, 2018, regarding legal services expenditures in 2018. Both the nature and quantity of legal services historically provided to NCHC are examined in further detail below.

The 17-page memorandum provided by Ruder Ware identifies thirty (30) different areas of practice that it provides to NCHC, across which legal professionals completed approximately 340 separate tasks. Some of the tasks listed are redundant across practice areas. The task list later in this memorandum is provided in rank order based on time actually billed. With respect to areas of practice, it is helpful to group the thirty (30) distinct practices areas identified by Ruder Ware as follows:

- 1) Federal/State Regulation Compliance: including both proactive efforts and corrective action, as well as defense of regulatory violations.
- 2) Employment/Labor Law: Hiring and Firing; Personnel Policies; Workers Compensation; Staff Qualifications/Licensure and defense of claims.

- 3) Confidentiality/HIPPA/Patient Rights/Privacy and defense of liability claims
- 4) Contract: Services; Leases
- 5) Collections
- 6) Medicare/Medicaid reimbursement

Based on the redacted billing statements, which detail services provided from 2016 through December 20, 2018, and the email correspondence from CEO Loy providing an overview of the 2017 legal services expenditures, the following general observations can be made regarding the attorney work performed:

- Policy work - The majority of attorney time is devoted to the creation, communication and subsequent modification of policies which are internal to NCHC. These policies are driven primarily, but not exclusively, by external regulations. They also take shape as a result of proactive efforts by NCHC to create procedures to anticipate and avoid issues or problems. A non-exhaustive list includes: medical staff, verbal orders, civil rights, HIPPA security matrix, oversight, investigation process, evidence spoliation, organ procurement, physical security, denial of access, release of records to parent accused of abuse, Substance Abuse Mental Health Services Administration (SAMHSA) regulations, release of records to law enforcement, release of records to POAs, videotaping of crisis interventions, consent by minors when parents refuse, Section 1557 (non-discrimination provision under the Affordable Care Act)). In accordance with policies that have been created there is also substantial attorney time spent managing compliance with policies, the creation of an oversight committee, proactive education, integrating with employee performance evaluations, risk assessments and corrective action.

Applying this categorization to the 2017 legal services overview provided by CEO Loy (i.e., collectively considering Program Compliance, HIPAA Compliance, and Medical Staff within this category) we would expect "Policy work" to account for approximately 42.5% of the legal services required by NCHC (738.2 of the total 1,734.75 hours of service rendered in 2017).

General Counsel – A significant portion of legal work appears to consist of contract review (e.g., lease agreements, service agreements, Facilities Maintenance Plan, Joint County Contract, etc.); preparing for, attending, and drafting/reviewing agendas and minutes for NCHC Board, Executive Committee, and other subordinate committee meetings; conducting miscellaneous legal research on areas not clearly within the other services categories discussed in this memorandum (i.e., authority of constituent counties to retain authority to approve the hiring of the CEO, research regarding county budgeting and compensation of executives and research regarding external regulatory impact as a result of retained authority); and other miscellaneous

support activities (i.e., review of yearly work plan; project organization, prioritization and oversight; and work with the NCHC Foundation and possible Branch Office development).¹

Applying this categorization to the 2017 legal services overview provided by CEO Loy (i.e., collectively considering General Counsel and Joint County Contract within this category) we would expect “General Counsel” to account for approximately 30% of the legal services required by NCHC (522.6 of the total 1,734.75 hours of service rendered in 2017).

- General Labor Law – The third largest body of legal tasks performed on behalf of NCHC are best characterized as labor and human resources in nature. Examples within the redacted billings provided would include work relating to the terms of the CEO agreement; issues relating to Executive employment, Physician employment, Midlevel employment, the Residency Program, credentialing, background checks, PTO policy, bonus payments, and the Medical director agreement; and legal research regarding Relative Value Units (measure of Medicare reimbursement for physician services), retention loan benefit and fair market compensation.

Applying this categorization to the 2017 legal services overview provided by CEO Loy (i.e., collectively considering General Labor and HR within this category) we would expect “General Labor Law” to account for approximately 18% of the legal services required by NCHC (305.2 of the total 1,734.75 hours of service rendered in 2017).

- Active Participation in Ongoing Legal Proceedings and Potential Claim Management – this category is best understood to consist of tasks designed to resolve pending legal actions and mitigate risk of potential, unfiled claims. Examples of such work from the redacted billings provided would include participation in Federal litigation regarding Civil Demand Investigation (100.20 hours), Civil Administrative Demand, Former Nurse Identity Theft issue, HIPPA violation litigation, Discrimination Claims, Termination of Lease litigation, workers compensation claim, complaint letter, internal investigations conducted by attorneys, response to records requests, patient grievance and Medicaid overpayment issue. Potential claim management would include the preparation and amendment of audit letters.

Applying this categorization to the 2017 legal services overview provided by CEO Loy (i.e., collectively considering CMS Appeal and Civil Administration Demand within this category) we would expect “Active Participation in Ongoing Legal Proceedings and Potential Claim

¹ There are a substantial number of entries in the redacted billings providing “Resident time at NCHC,” which appear to denote that the contract attorney was present at the NCHC for a period of time greater than that which was ultimately billed. E.g., notation from 7/11/17 and 7/13/17 on page 62 of 251 of redacted billing packet. Other references are summary in nature, such as “Resident time. Work regarding general counsel legal services.”

Management” to account for no less than 7% of the legal services required by NCHC (121.15 of the total 1,734.75 hours of service rendered in 2017).²

- Collections – this is the final task category with meaningful legal service time associated. Based on the redacted billing information, most legal service time associated with this task appears to occur in the context of probate proceedings. Our assumption is that these attempts to intervene are likely related to the collection of nursing home related debt.

Based on the 2017 legal services overview provided by CEO Loy, “Collections” accounts for approximately 3% of the legal services required by NCHC (47.6 of the total 1,734.75 hours of service rendered in 2017).

Based on the information provided, our assessment is that the significant majority of NCHC’s legal services needs are consistent with the nature of work performed by County Corporation Counsels across the State of Wisconsin. Marathon County Corporation Counsel is currently responsible for providing legal advice and representation for each of its county departments, as well as multiple joint ventures, having built the specialized knowledge to do so over time. It is our assessment that Marathon County Corporation Counsel has the similar capacity to build the specialized knowledge relative to legal service needs of NCHC.

Quantity and Cost of Legal Services:

An evaluation of the redacted billings and other documents submitted for my review demonstrates that NCHC has been expending considerable financial resources to secure legal services. When these costs are evaluated from an hourly expenditure and annual expenditure perspective, the current costs through the current contractual provider far exceed similar legal service measures within the Marathon County Corporation Counsel’s Office. It is our professional judgement that Marathon County Corporation Counsel can provide said services at significantly lower cost, to the benefit of NCHC and each of the three member counties.

According to the redacted billings, rates for contractually provided legal services—excluding services characterized as “General Counsel Legal Services,” which appear relatively recently to have adopted a flat-fee service agreement of \$10,000 per month—range as set forth below:

- Paralegal billing rate - \$150-195 per hour
- Attorney billing rate - \$210-375 per hour

² The approximate workload suggested by the 2017 Legal Expense Overview is likely a significant underestimate of the work in this category that was reflected in the redacted billings; however, the limited nature of the information within the billings does not allow for the assessment of the potential for considerable savings through increased utilization of insurance counsel in those situations where NCHC is insured against potential damages. Similarly, insurance providers can be extremely helpful in the creation, revision and implementation of policy.

Annually, between 2013 and 2017, NCHC reported total legal services expenditures as follows:

	2013	2014	2015	2016	2017
Expenses	\$141,583	\$225,756	\$65,074	\$272,185	\$406,096

The average annual legal service cost during that same five (5) year period was \$222,139.

Examining the legal services provided through the lens of “hours of service,” is best accomplished through review of the 2017 Legal Expense Overview email from CEO Loy, which provides that during 2017, a total of 1,734.75 hours of legal services were provided to NCHC. If we assume that a full-time equivalent position equates to a total of 2080 hours available for service in any given year, we understand that in 2017, the year that NCHC obtained the greatest amount of legal service in the five-year period measured, NCHC needed slightly less than one full-time equivalent of collective legal services. Given that the average legal service need during the five-year period from 2013-2017, was approximately one-half of the need in 2017, one could estimate that a 0.5 FTE legal services employee would be sufficient to meet NCHC’s needs. However, based on the narrative comments from CEO Loy in his email correspondence dated July 24, 2018, noting that his assessment is that NCHC remains “vastly under resourced” as it relates to legal services, the remainder of our analysis assumes that the needs of NCHC are more adequately represented by the 2017 workload than the services delivered in the preceding years within the period or the average using during the entire period.

To assess the potential financial benefit of transitioning NCHC’s legal service provision to a County Corporation Counsel’s Office, it is necessary to examine the total compensation costs associated with a Paralegal and Assistant Corporation Counsel, see below:

	Min. Annual	Min. Hourly	Mid pt. Annual	Mid pt. Hourly	Max. Annual	Max. Hourly
Paralegal	\$77,931	\$37.47	\$87,636	\$42.13	\$97,343	\$46.80
Asst. Corp. Counsel	\$84,639	\$40.70	\$97,074	\$46.67	\$109,510	\$52.65

Based on the cost differential between the delivery of legal services between the current contractual provider and the Marathon County Corporation Counsel’s Office, both with respect to the hourly rate and the annual expense, it is apparent that the utilization of the Marathon County Corporation Counsel’s Office for NCHC legal services has the potential to result in a considerable reduction in overall legal service cost. There is no doubt that issues will arise that require specialized representation on a case-by-case basis. However, the identification of such issues and oversight of such representation are a hallmark of general counsel responsibilities. The provision of general counsel services by Corporation Counsel will result in greater attorney-time availability at less cost.

Conclusions/Comments:

In light of the nature and quantity of NCHC’s current legal service needs, the cost of NCHC meeting those needs through its current private contractual provider, and given the capabilities and costs

associated with Marathon County Corporation Counsel's Office delivery of a comparable quantity of legal services, it is our professional recommendation that the Tri-County Agreement be amended to provide that NCHC contract with Marathon County Corporation Counsel for the provision of legal services to NCHC.

Should the Tri-County Agreement be so amended, we would further recommend that Marathon County create a full-time Assistant Corporation Counsel position to be the primary mechanism by which legal services would be rendered. Further review of whether additional legal support staff would be necessary could occur at a later date.

RESOLUTION # R – 9 – 20

DESIGNATING FEBRUARY AS “TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH” IN MARATHON COUNTY

WHEREAS, dating, domestic, and sexual violence affect people regardless of their age, and teens and young women, sexual minority groups, and some racial/ethnic minority groups are disproportionately affected by many types of violence and especially vulnerable; and

WHEREAS, 18% of Marathon County high school aged women and girls and 6% of high school aged boys and men reported that they were physically injured one or more times in the last year by their partner¹; and

WHEREAS, 29% of Marathon County high school aged women and girls and 11% of high school aged boys and men reported that they experienced sexual or dating violence in the past year; and ²; and

WHEREAS, 42% of self-identified Marathon County LGBTQ+ students reported that they experienced sexual or dating violence in the past year³; and

WHEREAS, 18% of Marathon County high school aged women and girls and 6% of high school aged boys and men reported that their dating partner forced something sexual in the past year⁴; and

WHEREAS, 26% of women and 15% of men who were victims of contact sexual violence, physical violence, and/or stalking by an intimate partner in their lifetime first experienced these or other forms of violence by that partner before age 18⁵; and

WHEREAS, girls and young women between the ages of 16 and 24 experience the highest rate of intimate partner violence, almost triple the national average⁶; and

WHEREAS, violent behavior often begins between the ages of 12 and 18⁷; and

¹ Marathon County Youth Risk Behavior Survey 2017

² Marathon County Youth Risk Behavior Survey 2019

³ Marathon County Youth Risk Behavior Survey 2019

⁴ Marathon County Youth Risk Behavior Survey 2019

⁵ CDC’s Youth Risk Behavior Survey and the National Intimate Partner and Sexual Violence Survey

⁶ Department of Justice, Bureau of Justice and Statistics, Intimate Partner Violence in the United States, 1993-2004. Dec. 2006.

⁷ Rosado, Lourdes, The Pathways to Youth Violence; and How Child Maltreatment and Other Risk Factors Lead Children to Chronically Aggressive Behavior. 2000. American Bar Association Juvenile Justice Center

WHEREAS, the severity of intimate partner violence is often greater in cases where the pattern of abuse was established in adolescence⁸; and

WHEREAS, violent relationships in adolescence can have serious ramifications by putting the victims at higher risk for substance abuse, eating disorders, risky sexual behavior and further domestic violence⁹; and

WHEREAS, being physically or sexually abused makes teen girls six times more likely to become pregnant and twice as likely to get an STD¹⁰; and

WHEREAS, digital abuse and sexting impact significant numbers of youth and are platforms for teen dating abuse—as 1 in 4 teens in a relationship say they have been called names, harassed, or put down by their partner through cellphones and texting¹¹; and 3 in 10 young people have sent or received nude pictures of other young people on their cellphones or online, and 61 percent who have sexted report being pressured to do so at least once¹²; and

WHEREAS, targets of digital abuse are almost 3 times as likely to contemplate suicide as those who have not encountered such abuse, and targets of digital abuse are nearly 3 times more likely to have considered dropping out of school¹³; and

WHEREAS, only 33% of teens who were in an abusive relationship ever told anyone about the abuse¹⁴ and 81% of parents believe teen dating violence is not an issue or admit they don't know if it's an issue¹⁵; and

WHEREAS, prevention programs are a key part of addressing teen dating violence and many successful community examples include education, community outreach, and social marketing campaigns that also understand the cultural appropriateness of programs.

⁸ S.L. Feld & M.A. Strauss, *Criminology*, 27, 141-161, (1989)

⁹ Jay G. Silverman, PhD; Anita Raj, PhD; Lorelei A. Mucci, MPH; Jeanne E. Hathaway, MD, MPH, "Dating Violence Against Adolescent Girls and Associated Substance Use, Unhealthy Weight Control, Sexual Risk Behavior, Pregnancy, and Suicidality" *JAMA*. 2001; 286(5):572-579. doi:10.1001/jama.286.5.572

¹⁰ Decker M, Silverman J, Raj A. 2005. Dating Violence and Sexually Transmitted Disease/HIV Testing and Diagnosis Among Adolescent Females. *Pediatrics*. 116: 272-276

¹¹ Fifth & Pacific Companies, Inc. (Liz Claiborne, Inc.), Conducted by Teen Research Unlimited, (February 2007). Tech Abuse in Teen Relationships Study

<https://www.breakthecycle.org/sites/default/files/pdf/survey-lina-tech-2007.pdf>

¹² The National Campaign to Prevent Teen Pregnancy. "Teenage Sexting Statistics." GuardChild. Accessed April 14, 2014. <http://www.guardchild.com/teenage-sexting-statistics/>.

¹³ The National Center for Biotechnology Information Social Media and Suicide: A Public Health Perspective <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3477910/>

¹⁴ "Women's Health," June/July 2004, Family Violence Prevention Fund and Advocates for Youth, <http://www.med.umich.edu/whp/newsletters/summer04/p03-dating.html>

¹⁵ Fifth & Pacific Companies, Inc. (Liz Claiborne, Inc.), Conducted by Teen Research Unlimited, (May 2009). "Troubled Economy Linked to High Levels of Teen Dating Violence & Abuse Survey 2009," Available at: <https://www.breakthecycle.org/surveys>.

NOW THEREFORE BE IT RESOLVED, that Marathon County designates the month of February, as "Teen Dating Violence Awareness and Prevention Month"; supports communities' efforts to empower teens to develop healthier relationships; and calls upon Marathon County residents, including youth and parents, schools, law enforcement, federal, state and local officials, and interested groups to observe Teen Dating Violence Awareness and Prevention Month with appropriate programs and activities that promote awareness and prevention of the crime of teen dating violence in their communities.

Dated this 25th day of February, 2020.

HEALTH & HUMAN SERVICES COMMITTEE

_____	_____
_____	_____
_____	_____

Fiscal Impact: None

RESOLUTION # R- 10 - 20
APPROVE 2020 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 2020 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:	CPZ-235 875 DNR State Grant-Guden
Transfer to:	CPZ-235 875 DNR Direct Payments-Guden
Amount:	\$50,000
Re:	Targeted Runoff Management Grant

Transfer from:	Sheriff-146 24084150 Jail Assessment
Transfer to:	Sheriff-146 240 98460/2119 Jail assessment medical room/Inmate medical housing
Amount:	\$200,000
Re:	Jail Assessment for initial payment for inmate medical housing and medical room construction

Transfer from:	Health-275 325 Other Health Care Services
Transfer to:	Health 275 325 Salaries permanent
Amount:	\$848
Re:	Actual budget to reflect final contract for Radon Grant Program

Transfer from:	Health 289 334 82390 Other Federal Grants
Transfer to:	Health 289 334 93140 Small Items Equipment
Amount:	\$1,142
Re:	Actual budget to reflect final contract for Car Seat Safety grant

Transfer from:	Health 349 37682446 State Health grant
Transfer to:	Health 349 37691110 Salaries Permanent
Amount:	\$38
Re:	Actual budget to reflect final contract for Lead Grant

Transfer from:	Health 441 442 82446 State Health grant
Transfer to:	Health 441 44291110 Salaries
Amount:	\$207
Re:	Actual budget to reflect final contract for Immunization grant

Transfer from:	Health 423 43482446 State Grant
Transfer to:	Health 423 434 Various expenditures
Amount:	\$4,064
Re:	Actual budget to reflect final contract for Communicable Disease Prevention

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 February 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

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

MARATHON COUNTY
Budget Transfer Authorization Request Form

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

DEPARTMENT: Conservation, Planning & Zoning

BUDGET YEAR: 2020

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	235 875 8 2485	Norbert Guden DNR Grant DNR – State Grant	Enter amount 50000

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	Click to enter GL Account 235 875 9 7170	Norbert Guden DNR Grant Direct Payments	Enter amount 50000

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: Diane Hanson

Date Completed: 2/3/2020

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)
Norbert Guden Targeted Runoff Management Grant from Department of Natural Resources
- 2) Provide a brief (2-3 sentence) description of what this program does.
Grant funding to assist landowner in the implementation and installation of water quality improvement practices.
- 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: Project was not completed in 2019 therefore there will be grant expenses/revenue in 2020.
- 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? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

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

DEPARTMENT: Facilities & Capital Management

BUDGET YEAR: 2020

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	146-24084150	JAIL ASSESSMENTS	200,000.00

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	146-24098460	JAIL INMATE MEDICAL ROOM	110,000.00
Expenditure Increase	146-24092119	INMATE MEDICAL HOUSING	90,000.00

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: Terry Kaiser

Date Completed: 2/6/2020

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)
Negative Pressure HVAC Room
- 2) Provide a brief (2-3 sentence) description of what this program does.
A holding cell that meets the CDC's requirements for inmates with airborne infectious diseases.
- 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: Emergency funds from fund balance.
- 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? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

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

DEPARTMENT: Health

BUDGET YEAR: 2020

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	275-325-8-2446	Oth Health Care Serv-St Grant	\$848

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	275-325-9-1110	Salaries-Permanent-Regular	\$848

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: Joan Theurer, Health Officer

Date Completed: 1/24/2020

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)

Radon

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

Our staff operates the regional Northcentral Radon Information Center (RIC), a 12 - county consortium to educate individuals and promote testing for radon in Florence, Forest, Langlade, Marathon, Marinette, Menominee, Oconto, Oneida, Shawano, Vilas, Waupaca and Wood counties. The RIC provides radon information and test kits to individuals, private businesses, and government agencies; presentations to schools and employer-sponsored health fairs; and in addition, provides regional support to health departments in the RIC area which includes hosting training opportunities allowing RIC counties or local businesses involved in radon testing and mitigation to meet continuing education requirements.

- 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: Adjust budget to reflect actual contract amount for 2020

- 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? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

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

DEPARTMENT: Health

BUDGET YEAR: 2020

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	289-334-8-2390	Other Federal Grants	\$1,142

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	289-334-9-3140	Small Items Equipment	\$1,142

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: Joan Theurer, Health Officer

Date Completed: 1/28/2020

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)

Car Seats

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

The fiscal year for this funding is 10/11/18-9/30/19. This grant is for the distribution of child safety seats to low-income families that are residents of Marathon County. One-on-one education is provided to recipients from Certified CPS technicians. The Health Department is the fiscal agent and works with the Safe Kids Wausau Area Coalition to distribute the safety seats.

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: Adjust budget to reflect actual contract amount for 2020

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) Child safety seats provided by the Safe Kids Coalition

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? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

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

DEPARTMENT: Health

BUDGET YEAR: 2020

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	349-376-8-2446	Oth Health Care Serv-St Grant	\$38

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	349-376-9-1110	Salaries-Permanent-Regular	\$38

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: Joan Theurer, Health Officer

Date Completed: 1/24/2020

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)

Lead

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

The childhood lead prevention program provides case management and health teaching to parents who have a child identified with an elevated blood lead level. In addition, an environmental lead hazard investigation is done to identify lead hazards and provide recommendations for addressing any hazards.

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: Adjust budget to reflect actual contract amount for 2020

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)

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? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

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

DEPARTMENT: Health

BUDGET YEAR: 2020

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	411-422-8-2446	Oth Health Care Serv	\$207

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	411-422-9-1110	Salaries	\$207

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: Joan Theurer, Health Officer

Date Completed: 1/24/2020

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)

Immunization

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

Immunization program goal is that 90% of children are up-to-date on their immunization by age two. Marathon County Health Department supports this goal by providing immunizations to residents who are eligible at a minimal cost and implementing a county-wide recall/reminders system, notifying parents by letter and telephone when their child is due for immunizations.

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: Adjust budget to reflect actual contract amount for 2020

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? Yes

MARATHON COUNTY
Budget Transfer Authorization Request Form

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

DEPARTMENT: Health

BUDGET YEAR: 2020

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	423-434-8-2446	Oth Health Care Serv-St Grnt	\$4,064

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	423-434-9-3390	Mileage	\$1,000
Expenditure Increase	423-434-9-3480	Educational Supplies	\$1,000
Expenditure Increase	423-434-9-1110	Salaries	\$1,064
Expenditure Increase	423-434-9-3422	Clinical Supplies	\$1,000

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: Joan Theurer, Health Officer

Date Completed: 2/6/2020

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)

Communicable Disease Prevention 2019-2020

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

This funding will be used to reduce the burden of communicable diseases. Support Health Department efforts to ensure disease surveillance and investigations at a local level.

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: Adjust 2020 budget to match actual grant amount.

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)

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? Yes

RESOLUTION NO. #R-11-20

RESOLUTION AWARDING THE SALE OF
\$8,500,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020A

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

WHEREAS, on January 21, 2020 the County Board of Supervisors adopted an initial resolution, by a vote of at least 3/4 of the members-elect, authorizing the issuance of general obligation promissory notes in an amount not to exceed \$3,215,000 for the public purpose of financing 2020 Capital Improvement Plan projects, including County highway projects, acquisition of highway equipment and equipment for the Sheriff's department, improvements to County buildings, park and recreation projects and other capital projects;

WHEREAS, the initial resolutions described above are collectively referred to herein as the "Initial Resolutions", and the projects authorized by the Initial Resolutions are collectively referred to herein as the "Project";

WHEREAS, the County has previously issued general obligation promissory notes in the principal amount of \$2,445,000 for projects authorized by the NCHC Initial Resolution;

WHEREAS, on January 21, 2020, the County Board of Supervisors of the County also adopted a resolution (the "Set Sale Resolution"), providing that a portion of the general obligation bond and promissory note issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of general obligation promissory notes designated as "General Obligation Promissory Notes, Series 2020A" (the "Notes") for the purpose of paying costs of the Project;

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

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on February 25, 2020;

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

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

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

WHEREAS, it has now been determined to issue Notes authorized by the Initial Resolutions in the principal amount of \$8,500,000, consisting of \$5,285,000 for NCHC Master Facility Plan projects and \$3,215,000 for 2020 Capital Improvement Plan projects.

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

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

Section 1A. Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2020A"; shall be issued in the aggregate principal amount of \$8,500,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2021. Interest shall be computed upon the basis of a 360-day year

of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2020 through 2029 for the payments due in the years 2021 through 2030 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2020A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at

the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Notes,

shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted, approved and recorded February 25, 2020.

Kurt Gibbs
Chairperson

ATTEST:

Kim Trueblood
County Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

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

(See Attached)

EXHIBIT B

Bid Tabulation

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

(See Attached)

EXHIBIT C

Winning Bid

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

(See Attached)

EXHIBIT D-1

Pricing Summary

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

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
NO. R- _____ STATE OF WISCONSIN \$ _____
MARATHON COUNTY
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
February 1, _____, 2020 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, Marathon County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$8,500,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purposes of financing North Central Health Care ("NCHC") Master Facility Plan projects, including the design and construction of building additions, renovations and landscaping to the NCHC Center and Mount View Care Center campus (\$5,285,000) and 2020 Capital Improvement Plan projects, including County highway projects, acquisition of highway equipment and equipment for the Sheriff's department, improvements to County buildings, park

and recreation projects and other capital projects (\$3,215,000), as authorized by resolutions adopted on June 19, 2018, January 21, 2020, and February 25, 2020. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

This Note is not subject to optional redemption.

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

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

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

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

MARATHON COUNTY, WISCONSIN

By: _____
Kurt Gibbs
Chairperson

(SEAL)

By: _____
Kim Trueblood
County Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

RESOLUTION #R-12-20

DETERMINATION BY COUNTY BOARD THAT EMERGENCY WITH RESPECT TO REPAIR AND RECONSTRUCTION OF THE MARATHON COUNTY JAIL HAS ENDED

WHEREAS, on August 8, 2019, the Marathon County Board of Supervisors met in special session and passed Resolution # R-39-19; and

WHEREAS, said Resolution declared that an emergency existed with respect to the integrity of the Marathon County Jail structure which endangered public health and welfare, pursuant to Wis. Stats. §59.52(29)(b) and §3.05(5) Gen Code of Ord. for Marathon County; and

WHEREAS, the effect of the Resolution was to temporarily suspend the legal requirement of procurement through a public bidding for the purpose of repair or reconstruction of the jail because “damage or threatened damage” to the jail due to potential collapse created an emergency; and

WHEREAS, the Resolution provided, “This resolution shall remain in effect until the Board, by specific resolution, determines that an emergency no longer exists;” and

WHEREAS, Marathon County Administration together with Marathon County Facilities and Capital Management and the Marathon County Sheriff’s Office have received the opinion of an engineering consultant that the risk collapse of a portion of the Marathon County Jail has been ameliorated; and

WHEREAS, at its meeting on February 10, 2020, the Human Resources Finance and Property Committee voted to forward a resolution to the Board indicating that the emergency declared with respect to the integrity of the jail structure has ended.

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the Board of Supervisors of the County of Marathon that: An emergency no longer exists with respect to the integrity of the Marathon County Jail structure, effective February 25, 2020.

BE IT FURTHER RESOLVED that the County Board of Supervisors hereby authorizes and directs appropriate Marathon County staff to take all actions necessary to carry out the intent of this resolution.

BE IT FURTHER RESOLVED that any further work with respect to the Jail construction, reconstruction, repair or remodeling shall be done in accordance with public bidding requirements set forth in Wisconsin Statutes and the General Code of Ordinances for Marathon County.

Respectfully submitted this 25th day of February, 2020.

HUMAN RESOURCES FINANCE AND PROPERTY COMMITTEE

Fiscal Impact:

Resolution # R - 13 - 20

**A RESOLUTION AMENDING
THE 2020 BUDGET AND TRANSFER FROM THE 2020 CONTINGENCY FUND FOR JAIL
MEDICAL COSTS AND JAIL MEDICAL ROOM CAPITAL PROJECT**

WHEREAS, the Board of Supervisors of Marathon County approved the 2020 Sheriff's Department Budget and Capital Improvement Budget; and

WHEREAS, there was expenses in the Sheriff's Department Jail Assessment budget over the budgeted amount for \$90,000 in Inmate Medical Housing and \$ 110,000 in Jail Medical Room Project, and,

WHEREAS, there is currently an unencumbered balance in the 2020 Contingent Fund of \$500,000; and

WHEREAS, there is a request to transfer from the 2020 Contingency fund the amount of \$200,000 to cover the cost of the inmate medical housing and jail medical room project; and

WHEREAS, the Human Resources, Finance and Property Committee has reviewed the request and has recommended approval of the transfer from the 2020 Contingency Fund in the amount of \$ 200,000; and

WHEREAS, the Human Resources, Finance and Property Committee of the Board of Supervisors of Marathon County recommends to transfer the funds from the County's 2020 Contingency Fund as follows:

Transfer from 2020 Contingency Fund 101 13199120	\$200,000
Transfer to Jail Assessment-Jail Inmate Medical Room 146-24098460	\$110,000
Transfers to Jail Assessment-146-24092119 Inmate Medical Housing	\$ 90,000

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Marathon does hereby resolve and ordain to amend the Sheriff Department Jail Assessment budget and transfer from the 2020 Contingency Fund as indicated above.

Dated this 25th day of February, 2020.

HUMAN RESOURNCES, FINANCE AND PROPERTY COMMITTEE

Fiscal Impact: This reflects an amendment to the 2020 Budget and will reduce the 2020 Contingency from \$500,000 to \$300,000. The amendment will not add additional tax levy.

Marathon County Jail "I" Block Negative Pressure HVAC Project Scope and Budget

Basic Scope of Project:

The Marathon County Jail does not have a holding area that meets the CDC's requirements for holding inmates with airborne infectious diseases. "I" Block is the best location in the Jail to make a negative pressure isolation area. It has (2) holding cells, a common and shower area. It currently has an exhaust duct that can be modified for a new exhaust system which incorporates a HEPA filtering system. There will need to be modifications to the existing exhaust duct work including adding drops that go down to 8" above the finished floor. We tested the air supply flows for "I" Block and we don't have enough CFM's available with the existing duct system to feed this area and get the required air flow to make it a negative pressure area. To get the flows we need a Dedicated Outdoor Air System will need to be placed on the roof and ducted into the "I" Block area. This unit weighs around 1500 pounds so to distribute the weight on the roof additional structural steel will need to be installed. This will all be installed on the roof so there won't be much of a disturbance outside of "I" Block. A monitoring system will need to be installed outside of "I" Block towards the ceiling which will have an audio and visual alarm. All equipment will need to be hooked up to the emergency back-up generator and hooked up the current building automation system. "I" Block will have a complete stand-alone HVAC system.

Budget to Complete the "I" Block Negative Pressure HVAC Project:

• Engineering/Plans	\$5,000.00
• HVAC Equipment/Install	\$66,389.00
• Electrical	\$20,000.00
• Controls	\$8,000.00
• Roofing	\$1,600.00
• <u>Misc. Contingency</u>	<u>\$9,011.00</u>

Total: **\$110,000.00**

Resolution #R-15-20

R-01-20 (Airport Board Numbering)

RESOLUTION

Central Wisconsin Airport Permanent Utility Easement

WHEREAS, Marathon County and Portage County, Wisconsin hereinafter referred to as the Joint Airport Board, each being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11 (1973), to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the Joint Airport Board desires to develop or improve the Central Wisconsin Airport (CWA), Marathon County, Wisconsin, and

WHEREAS, Wisconsin Public Service (WPS) provides electrical utility service to facilities located at CWA, and

WHEREAS, WPS is adding new utility services to general aviation development on CWA property, and

WHEREAS, the new utility locations are compatible with the intended use of CWA property as identified in the airport master plan, and

NOW, THEREFORE, BE IT RESOLVED that the Central Wisconsin Joint Airport Board resolves and ordains as follows:

Electric Underground Easement by and between the Joint Airport Board and Wisconsin Public Service affecting Parcel Identification Number (PIN) 251-2707-342-9998 and 251-2707-342-9999 is hereby approved.

Dated this 21st day of February, 2020.

CENTRAL WISCONSIN JOINT AIRPORT BOARD

Resolution #R-15-20

R-01-20 (Airport Board Numbering)

RESOLUTION

Central Wisconsin Airport Permanent Utility Easement

WHEREAS, Marathon County and Portage County, Wisconsin hereinafter referred to as the Joint Airport Board, each being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11 (1973), to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the Joint Airport Board desires to develop or improve the Central Wisconsin Airport (CWA), Marathon County, Wisconsin, and

WHEREAS, Wisconsin Public Service (WPS) provides electrical utility service to facilities located at CWA, and

WHEREAS, WPS is adding new utility services to general aviation development on CWA property, and

WHEREAS, the new utility locations are compatible with the intended use of CWA property as identified in the airport master plan, and

NOW, THEREFORE, BE IT RESOLVED that the Central Wisconsin Joint Airport Board resolves and ordains as follows:

Electric Underground Easement by and between the Joint Airport Board and Wisconsin Public Service affecting Parcel Identification Number (PIN) 251-2707-342-9998 and 251-2707-342-9999 is hereby approved.

Dated this 21st day of February, 2020.

CENTRAL WISCONSIN JOINT AIRPORT BOARD

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **Marathon County, Wisconsin and Portage County, Wisconsin, municipal corporations, as joint tenants, ("Grantor")** and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Marathon County Register of Deeds Volume 29 on page 389, recorded as Document Number 587047; and also Volume 234 on page 126, recorded as Document Number 589118, being part of the Northeast Quarter of the Northwest Quarter (NW1/4-NW1/4), and also part of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4); all in of Section 34, Township 27 North, Range 7 East, **City of Mosinee, County of Marathon, State of Wisconsin**, as shown on the *attached Exhibit "A"*.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001
Parcel Identification Number (PIN)
251-2707-342-9998,
251-2707-342-9999

- 1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however,

does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
- 9. Limitations:** This easement is subject to the following limitations because the "easement area," described above, is located upon, within, beneath, over and across part of an actively operating regional airport established and managed jointly by political subdivisions of the State of Wisconsin, pursuant to authority granted by the state under Wis. Stats., Chap. 114, and subject to regulation by several other state and federal authorities:
 - a. Compliance with Federal Aviation Regulations and Security Requirements. Grantee's access is subject to Federal Aviation Regulations and Federal Airport Security Regulations, including but not limited to 49 CFR Parts 1540 and 1542, and 14 CFR Part 139., and the Grantor's policies as outlined in Grantor's Federal Aviation Administration (FAA) approved Airport Certification Manual and the Transportation Security Administration (TSA) approved Airport Security Plan. Grantee further agrees that any fines levied upon the Grantor or Grantee through enforcement of these regulations because of acts by Grantee's employees, agents, suppliers, guests, or patrons shall be borne by Grantee to the extent said acts contributed to said fines.
 - b. Interference with Radio and Navigation Aids Prohibited. Grantor operates a varied spectrum of licensed and unlicensed wireless radio, microwave and IP traffic to provide Navigation Aids and other critical safety services to aircraft and personnel as well as other land-based vehicles and equipment. The stable, reliable and economical delivery of these services has absolute priority over any other uses or operations of the Grantee. Therefore, any interference experienced by Grantor that coincides with Grantee's activities will be presumed to be caused by the Grantee. Grantor reserves the right to demand the Grantee turn off its equipment until all interference problems are resolved. Once a "shut-off" order is delivered to the Grantee, Grantee's equipment must be turned off as soon as possible. Grantee assumes the risk of any interference and any costs, damages or claims that are a result of interference caused by the Grantee will be the responsibility of the Grantee. Grantor also reserves the right to require the Grantee to take any action necessary, in the sole discretion of Grantor, to proactively shield or otherwise prevent Grantee's activities from causing interference.
 - c. Rules and Regulations of Joint Airport Board. Grantor shall have the right to adopt from time to time, and to enforce, rules and regulations which Grantee agrees to observe and obey with respect to the use of the airport premises and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, current rules and regulations of the FAA and any future changes prescribed from time to time by the FAA.
 - d. Protection of Aerial Approaches to Airport. Grantor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Grantee from erecting, or permitting to be erected, any building, any other structure, or

operating any vehicles or equipment on the easement area, which, in the opinion of the Grantor, would limit the usefulness of the airport or constitute a hazard to aircraft, now or in the future.

- e. Airport Development. Grantor reserves the right to increase the size or capacity of any public aircraft facilities, including but not limited to, runways, hangars, taxi-ways, terminals, navigational facilities or common use portions of the airport, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently.
- f. Force Majeure. Grantor shall not be responsible to Grantee if the fulfillment of any of the terms of this Easement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, or by any other cause not within the control of the Grantor.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

Marathon County, Wisconsin

Corporate Name _____

Sign Name _____

Print name & title _____

Sign Name _____

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

Marathon County, Wisconsin, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Philip Paradies
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
January 15, 2020	Marathon	City of Mosinee	100 CWA Drive	251-2707-342-9998, 251-2707-342-9999
Real Estate No.	WPSC District	WR#	WR Type	I/O
1047575	Wausau	2995620	ETMP	6000272

WITNESS the hand and seal of the Grantor the day and year first above written.

Portage County, Wisconsin

Corporate Name _____

Sign Name _____

Print name & title _____

Sign Name _____

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

Portage County, Wisconsin, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Philip Paradies
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
January 15, 2020	Marathon	City of Mosinee	100 CWA Drive	251-2707-342-9998, 251-2707-342-9999
Real Estate No.	WPSC District	WR#	WR Type	I/O
1047575	Wausau	2995620	ETMP	6000272

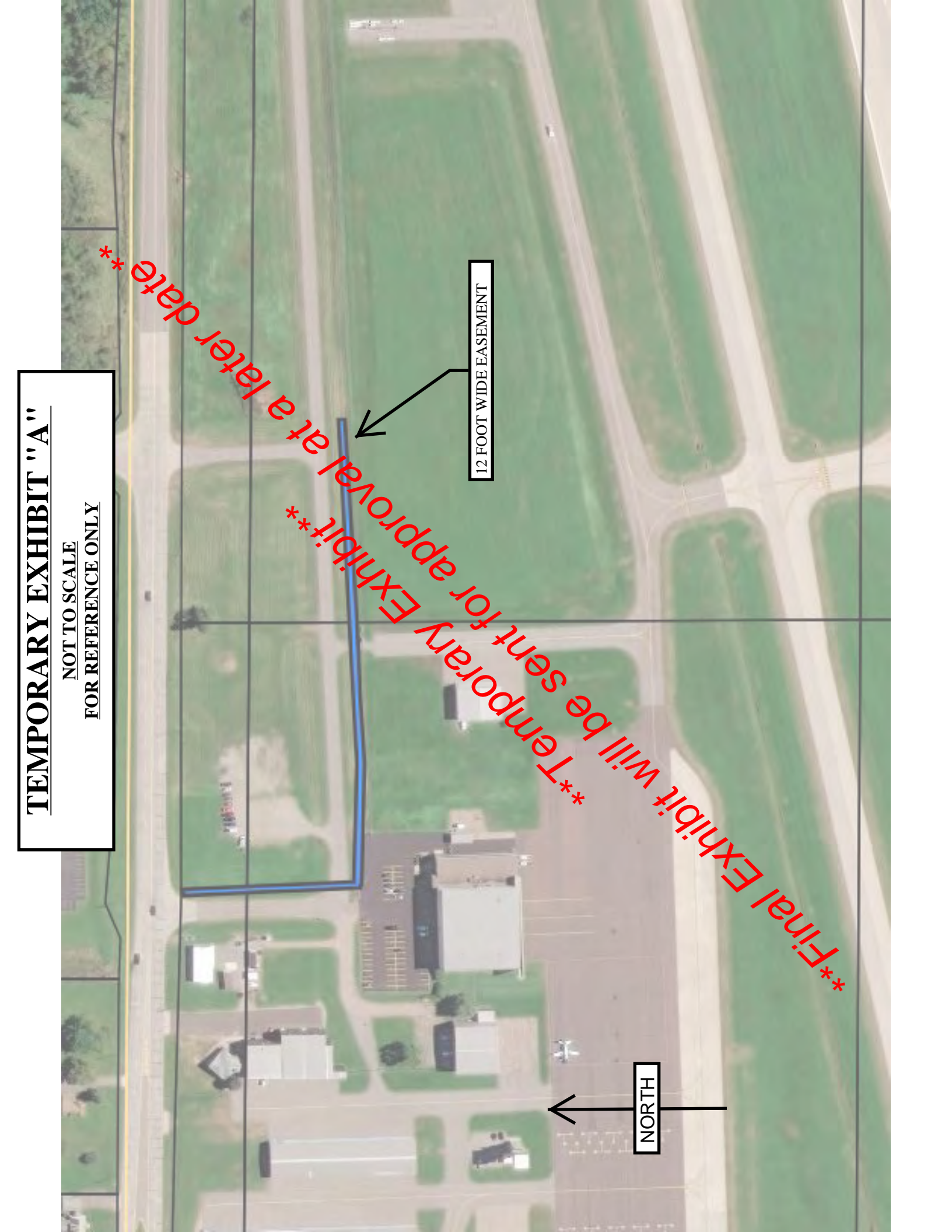
TEMPORARY EXHIBIT "A"

**NOT TO SCALE
FOR REFERENCE ONLY**

****Final Exhibit will be sent for approval at a later date****

12 FOOT WIDE EASEMENT

NORTH



RESOLUTION #R- _____-20

Approval of Town of Emmet Local Zoning Ordinance Amendment

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


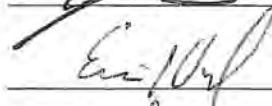
WHEREAS, the Town Board of the Town of Emmet has amended their zoning as shown on the attached report, and

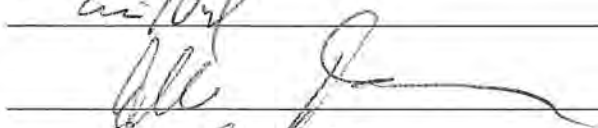
WHEREAS, the Marathon County Environmental Resources Committee, having considered the request to review amendments of the Town Zoning Ordinance filed by the Clerk of the Town of Emmet, and duly advised action by the Town, hereby recommends that the County Board approves this amendment as attached.


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

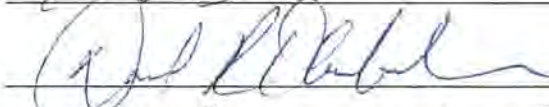
Dated this 6th day of February, 2020

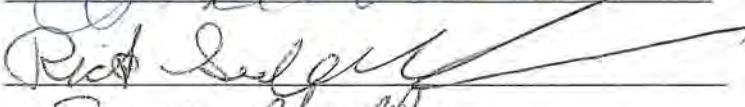
ENVIRONMENTAL RESOURCES COMMITTEE

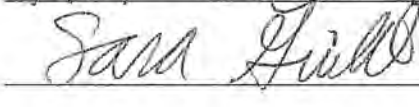

_____ Chair












JAN 17 2020

MARATHON CO. CONSERVATION,
PLANNING & ZONING DEPT.

TOWN OF EMMET

Telephone
(715) 693-2847

400 County Road S
Mosinee, Wisconsin 54455

PETITION FOR ZONE CHANGE TOWN OF EMMET PLANNING COMMISSION

As authorized by Section 4.09 of the Town of Emmet Zoning Ordinance _____

CHARLES + MARISSA GLENN 215235 COUNTY RD S EDGAR
(Name) (Address)

Hereby petition to rezone property owned by _____
(Name) (Address)

From the classification of C1 to Res 1

The legal description of the property to be rezoned is: Pt NW 1/4 SW 1/4 PCL ACSM
Vol 34 Pg 150 Sec 14 27-05 TOWN OF EMMET

The proposed zoning change is to facilitate the use of the land for _____

The names and addresses of all property owners within 300 feet of the area proposed for rezoning are:

<u>Name</u>	<u>Address</u>	<u>Phone</u>
<u>RON BAUMANN</u>	<u>215150 COUNTY RD S EDGAR</u>	
<u>MIKE BAUMANN</u>	<u>134625 BRAR RD MARATHON</u>	

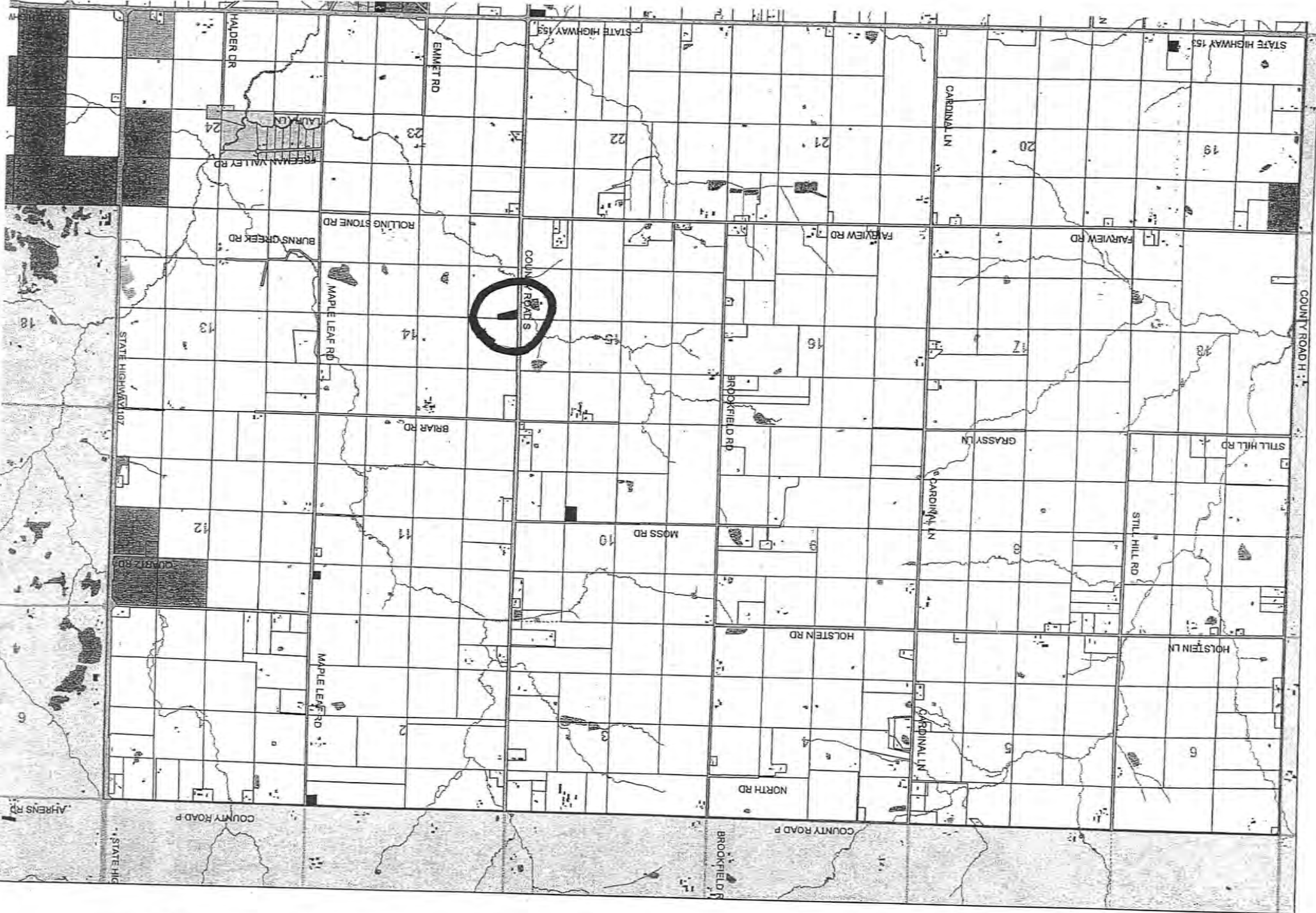
Attached is a drawing of the proposed rezone parcel which includes the names of all property owners, and the existing land use and present zoning classifications within 300 feet of the parcel to be rezoned.

[Signature] _____ 215235 county Road S Edgar, WI 54426
Signature Address

Marissa Glenn _____
Signature

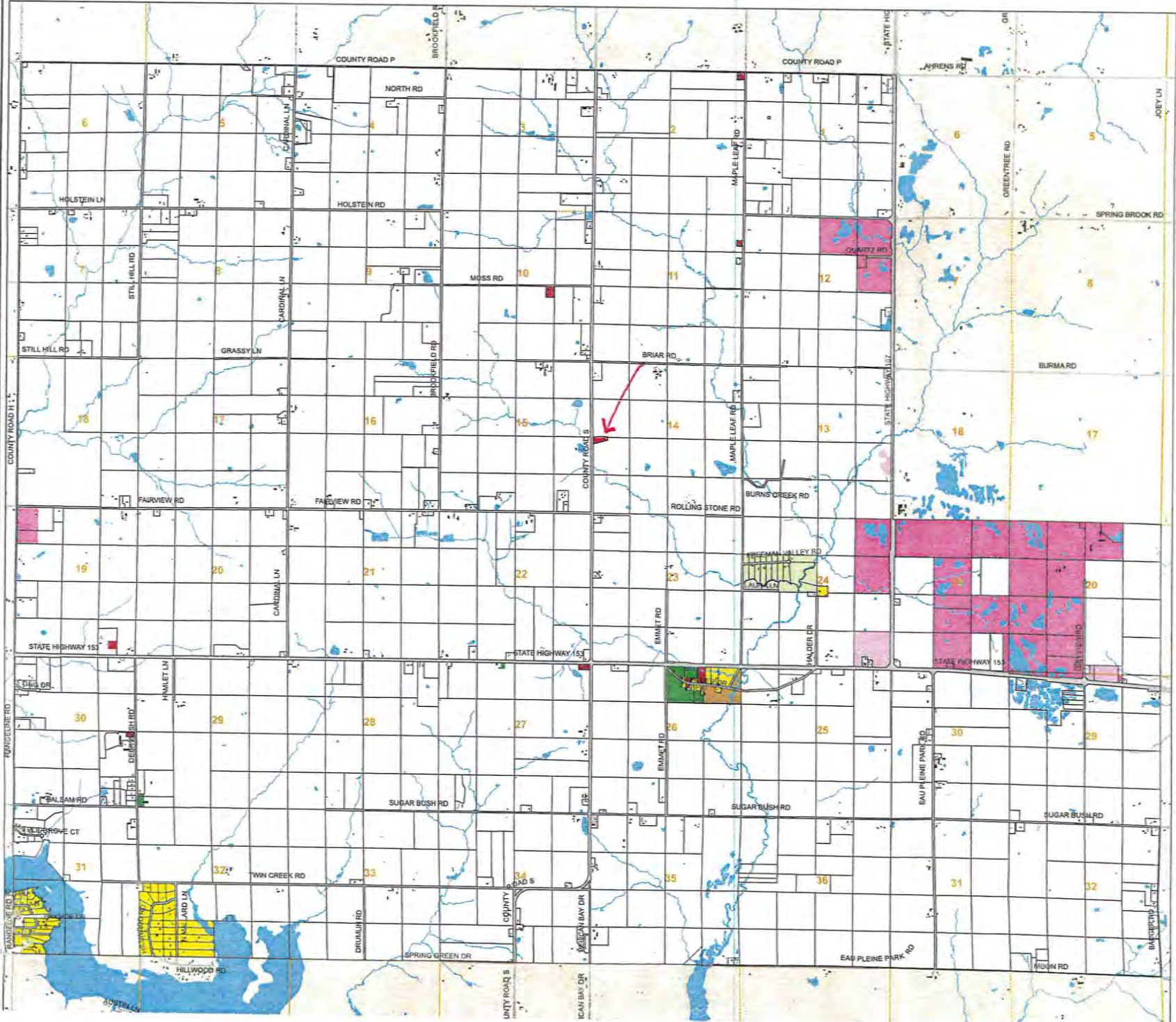
406-599-4103 _____
Phone

TOWN OF EMMET - ZONING



TOWN OF EMMET - ZONING

CPZ

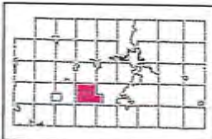


CLASSIFICATIONS

Yellow	RS-1/20	Brown	RC
Light Yellow	RS-1/40	Light Green	A-1
Light Orange	RS-2	Dark Green	A-2
Orange	RM	Red	C-1
Dark Orange	RP	Pink	M-1
Light Green	CV	Dark Pink	M-2

Other Zoning

- Features**
- Parcels
 - Buildings 2010
 - Sections Lines (est.)
 - Water Features
 - Other Municipality



Base Map Features from May 2000/2005/2010 Aerial Photography.
 This is NOT a Legal Survey Document. This is current interpretation of Tax Parcel Status.
 Map Developed by Marathon County Conservation, Planning & Zoning Dept.
 APPROVAL DATE: 10-DEC-1974
 REVISION DATE: 27-AUG-2019



Land Information Mapping System

OKU

TAYLOR	LINCOLN	
HALSEY	BERLIN	HEWITT
BERN	MAINE	TEXAS
HOLTON	STELLING	EASTON
HULL	WIENCASSE	RINGLE
BRIGHTON	WIMMET	REID
	DAY	MOSINEE
SPENCER	BERGEN	BEVENT
	WOOD	PORTAGE



- ### Legend
- Parcel Annotations
 - Parcels
 - Land Hooks
 - Section Lines/Numbers
 - Right Of Ways
 - Municipalities
 - 2015 Orthos
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3

100.32 0 100.32 Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

NAD_1983_HARN_WISCRS_Marathon_County_Feet