



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



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

ADJOURNED ANNUAL MEETING

THE ADJOURNED ANNUAL MEETING of the Marathon County Board of Supervisors, composed of thirty-eight (38) members, will convene at the Marathon County Courthouse, Assembly Room, 500 Forest Street, Wausau, on Tuesday, March 24, at **7:30** p.m. to consider the following matters:

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

1-415-655-0002 Access code: 265 727 537

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

A. OPENING OF SESSION:

1. Meeting called to order by Chairperson Gibbs at 7:30 p.m., the agenda being duly signed and posted
2. Pledge of Allegiance to the Flag; Followed by a Moment of Silence/Reflection
3. Reading of Notice
4. Request for silencing of cellphones and other electronic devices
5. Roll Call
6. Acknowledgment of visitors

B. CONSENT AGENDA:

7. Approval of minutes from the February 20 & 25, 2020 meetings
8. Referral of bills and communications to respective committees
9. Authorizing the Clerk to issue orders, bills and claims from the last session through this session
10. Enactment of Ordinances:
 - a) ENVIRONMENTAL RESOURCES COMMITTEE:
 1. Town of Elderon Rezone – Tim Vreeland on behalf of Blake and Lacey Czerwonka #O-5-20
 2. Town of Spencer Rezone – Norman & Marlys Tremelling for Larry & Clifford Eckes #O-6-20
 3. Town of Plover Rezone – Jerrod Kautza and Gerald & Diane Resch #O-7-20
 4. Town of Plover Rezone – Dan Higginbotham, Plover River Land Co on behalf of David & Patricia Tomson #O-8-20

11. Adoption of Resolutions:

- a) ENVIRONMENTAL RESOURCES COMMITTEE:
 1. Resolution adopting the Marathon County Solid Waste Management Board Strategic Plan #R-19-20
- b) HUMAN RESOURCES, FINANCE, & PROPERTY COMMITTEE, ENVIRONMENTAL RESOURCES COMMITTEE, AND FORESTRY / RECREATION COMMITTEE:
 1. Purchase of Ceres Timber LLC Property for County Forest #R-20-20

- c) HUMAN RESOURCES, FINANCE, & PROPERTY COMMITTEE:
 - 1. Create 1 FTE Assistant Corporation Counsel Position in the Corporation Counsel's Office Effective April 5, 2020 #R-21-20
 - 2. Reorganization of Register of Deeds Office – Abolish 2.0 FTE Administrative Assistant Positions and Create 1.0 FTE Administrative Specialist Position #R-24-20
 - 3. Resolution to Establish Salaries for Elected Department Heads – County Clerk, Register of Deeds, and Treasurer for Upcoming Term of Office #R-25-20
- d) EXECUTIVE COMMITTEE:
 - 1. Resolution Approving the 2020 Administration Work Plan #R-26-20

C. ORDINANCES:

- 12. Text Amendment Changes to the General Code of Ordinances for Marathon County Chapter 11.02 Animal Waste Management Ordinance #O-9-20
- 13. Amending Sec. 2.05 (17) of the General Code of Ordinances: Task Force on County Board Size to Extend Deadline For Delivery of Recommendation to December 2020 #O-10-20
- 13a. Amending Sec. 2.01 of the General Code of Ordinances: To Create an Emergency Rule Continuing the Seating of Existing Members of the Marathon County Board of Supervisors in the Event the 2020 Spring Election is Postponed from April 7, 2020 #O-11-20

R E S O L U T I O N S

D. HUMAN RESOURCES, FINANCE, & PROPERTY COMMITTEE:

- 14. To Create Two (2) Full-Time (1.0 FTE) Social Service Professional (Social Worker – Children's Long Term Support) Positions and Amend 2020 Budget #R-22-20
- 15. To Create One (1) Full-Time (1.0 FTE) Senior Social Service Coordinator (Community Support Specialist) Position and Amend 2020 Budget #R-23-20

E. MISCELLANEOUS BUSINESS

- 16. Announcements and / or Requests
- 17. Motion to Adjourn

WITNESS: My signature this 24th day of March, 2020

Kim Trueblood
Marathon County Clerk

NOTE: The next meeting of the County Board will be the Educational Meeting on Thursday, April 16, 2020. The Business Meeting will be on Tuesday, April 20, 2020. Both meetings will be held at 7:00 p.m. in the Assembly Room of the Courthouse.

NOTICE PROVIDED TO: County Board Members
Marathon County Departments
News Media
Posted on County Website: www.co.marathon.wi.us

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

ORDINANCE # O - 5 -20

Town of Elderon Rezone

WHEREAS, the Marathon County Board of Supervisors has been petitioned to amend the General Code of Ordinances for Marathon County Chapter 17 Zoning Code by Tim Vreeland, on behalf of Blake and Lacey Czerwonka from G-A General Agriculture to R-E Rural Estate described as part of SE ¼ of the SE ¼ of Section 28, Township 27 North, Range 10 East Town of Elderon. Proposed area to be rezoned Lot 1, (7.357 acres) of the Preliminary Certified Survey Map submitted by Tim Vreeland. Part of parent parcel PIN # 022-2710-284-0993.

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


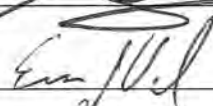
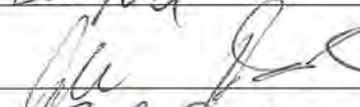


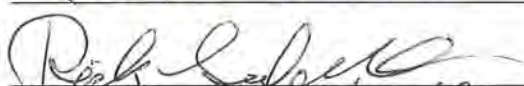

WHEREAS, the Committee, on due notice, conducted a public hearing thereon, pursuant to Section 59.69, Wisconsin Statutes on February 6, 2020 to consider the petition to amend Chapter 17; and

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 Elderon, 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

CERTIFIED SURVEY MAP

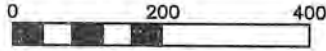
MARATHON COUNTY NO. _____

VOLUME _____ PAGE _____

ALL OF LOT 1 CSM 15838-72-109, LOCATED IN THE SE1/4
SE1/4, SECTION 28, TOWNSHIP 27 NORTH, RANGE 10 EAST,
TOWN OF ELDERON, MARATHON COUNTY, WISCONSIN.

VREELAND ASSOCIATES, INC.	
6103 DAWN STREET WESTON, WI. 54476	
PH (715) 241-0947	
tim@vreelandassociates.us	
OWNER:	BLAKE CZERWONKA
FILE #:	C-212 CZERWONKA
DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND	

E1/4 CORNER
SEC. 28-27-10E
1.25" REBAR

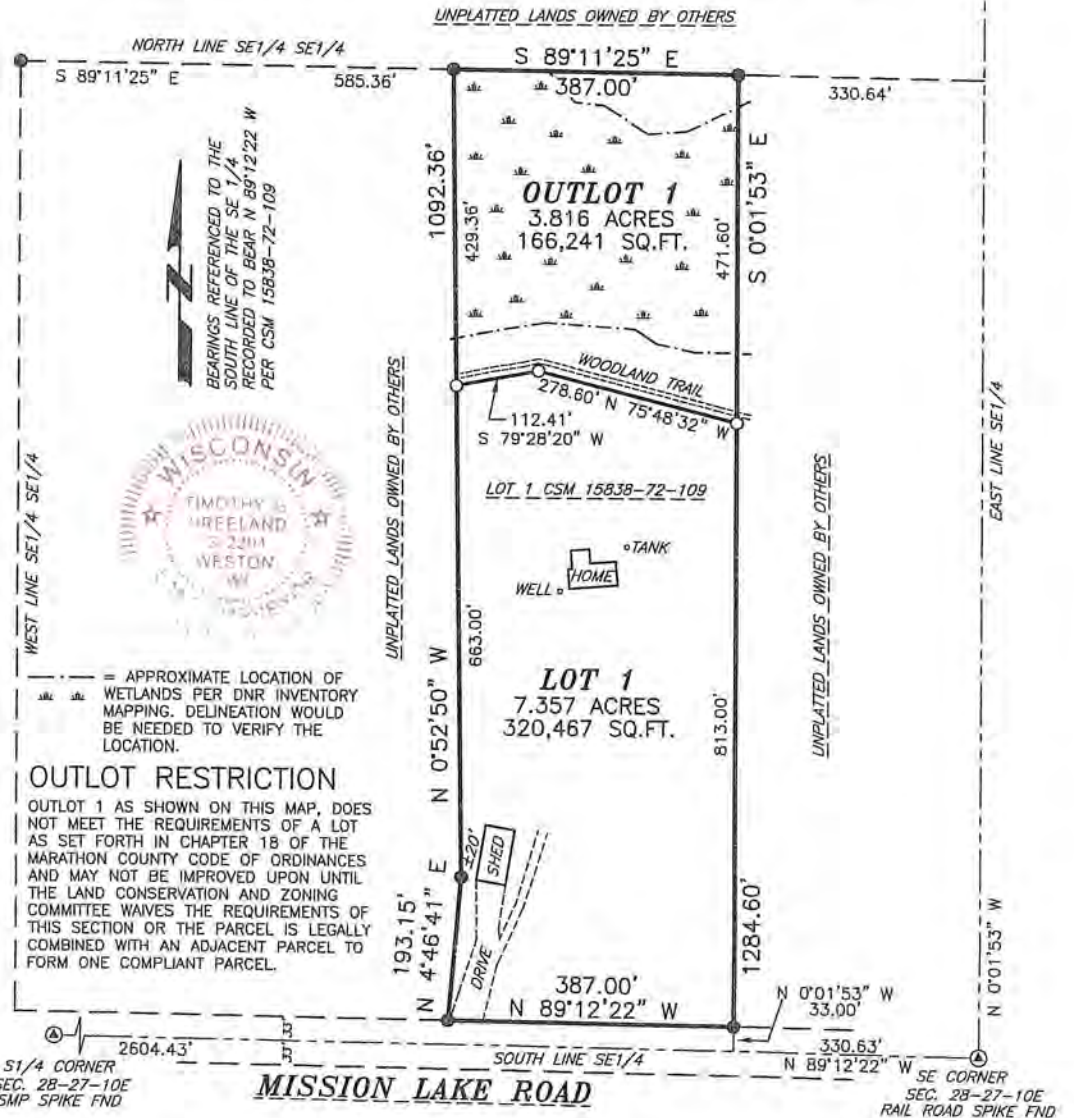


SCALE 1" = 200'

11-8-2019

LEGEND

- Ⓐ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
- = 1.315" OUTSIDE DIAMETER x 24" IRON PIPE 1.68 POUNDS PER FOOT SET
- = 1.315" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
- CSM = CERTIFIED SURVEY MAP



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

OUTLOT RESTRICTION
OUTLOT 1 AS SHOWN ON THIS MAP, DOES NOT MEET THE REQUIREMENTS OF A LOT AS SET FORTH IN CHAPTER 18 OF THE MARATHON COUNTY CODE OF ORDINANCES AND MAY NOT BE IMPROVED UPON UNTIL THE LAND CONSERVATION AND ZONING COMMITTEE WAIVES THE REQUIREMENTS OF THIS SECTION OR THE PARCEL IS LEGALLY COMBINED WITH AN ADJACENT PARCEL TO FORM ONE COMPLIANT PARCEL.

CERTIFIED SURVEY MAP

MARATHON COUNTY NO. _____ VOL. _____ PAGE _____

ALL OF LOT 1 CSM 15838-72-109, LOCATED IN THE SE1/4 SE1/4, SECTION 28,
TOWNSHIP 27 NORTH, RANGE 10 EAST, TOWN OF ELDERON, MARATHON COUNTY, WISCONSIN.

SHEET 2 OF 2 SHEETS

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF BLAKE CZERWONKA, I SURVEYED, MAPPED AND DIVIDED ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 15838, RECORDED IN VOLUME 72 OF SURVEYS ON PAGE 109, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 10 EAST, TOWN OF ELDERON, MARATHON COUNTY, WISCONSIN. 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 DIVISION AND THE CERTIFIED SURVEY MAP THEREOF MADE.

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



A handwritten signature in black ink, appearing to read "T. G. Vreeland", written over a horizontal line.

DATED THIS 8TH DAY OF NOVEMBER, 2019
SURVEY PERFORMED NOVEMBER 6TH, 2019

TIMOTHY G. VREELAND R.L.S. 2291

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

BY _____

DATE _____
MARATHON CO. CONSERVATION,
PLANNING & ZONING DEPT.
CPZ TRACKING NO. _____

RECEIVED

FEB 24 2020

STATE OF WISCONSIN)
MARATHON COUNTY)
TOWN OF ELDERON)

MARATHON CO. CONSERVATION,
PLANNING & ZONING DEPT

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Mary Ostrowski, Clerk of the Town of Elderon, 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 Elderon Town Board at a meeting held on the 19th day of February, 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 Elderon Town Board considered on the 19th day of February, 2020, petition by Tim Vreeland on behalf of Blake and Lacey Czerwonka to amend the Marathon County Zoning Ordinance from G-A General Agriculture to R-E Rural Estate described as part of the SE 1/4 of the SE 1/4 of Section 28, Township 27 North, Range 10 East, Town of Elderon. Proposed area to be rezoned Lot 1 (7.357 acres) on the Preliminary Certified Survey Map submitted by Tim Vreeland. Part of parent parcel PIN # 022-2710-284-0993.

The Town of Elderon 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: N/A

2) Has the applicant demonstrated how the provision of the public facilities will not be an unreasonable burden to local government?

No Yes Explain: N/A

3) Has the applicant determined that the land is suitable for the development proposed? Explain.

No Yes Explain: no development proposed

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: NO adverse effects

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

No Yes Explain: _____

(OVER)

- 6) Has the applicant demonstrated the need for the proposed development at this location? Explain.
 No Yes Explain: No new development proposed at this location
- 7) Has the applicant demonstrated the availability of alternative locations? Be specific
 No Yes Explain: no alternative location
- 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: n/a
- 10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.
 No Yes Explain: meets the 5 acre minimum lot size
- 11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?
 No Yes Explain: _____

The Town of Elderon 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 Mary Ostrawski
 Town Board Donald Cameron
Jim Ostry
David W. Prager

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 01/29/2020 to:

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

ORDINANCE # O - 6 -20

Town of Spencer 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 Norman and Marlys Tremelling, on behalf of Larry and Clifford Eckes from L-I Light Industrial to R-R Rural Residential and R-E Rural Estate to R-R Rural Residential described as part of the NW ¼ of the SE ¼, and SW¼ of the NE ¼ of Section 22, Township 26 North, Range 02 East, Town of Spencer. Proposed area to be rezoned from L-I to R-R is part of the parent parcel PIN# 074-2602-224-0994, described as Lot 2 on the preliminary Certified Survey Map (CSM). Whereas, the areas proposed to be rezoned from R-E to R-R are part of parent parcel PIN# 074-2602-221-0992 described as Lot 1 and all of the existing parent parcel PIN# 074-2602-221-0971 described as Lot 2 on the preliminary CSM. Associated with addresses of 203929 State Highway 13, Marshfield WI 54449 and 203910 Merkel Road, Marshfield WI 54449.

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


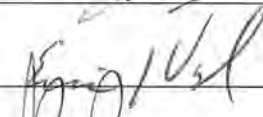
WHEREAS, the Committee, on due notice, conducted a public hearing thereon, pursuant to Section 59.69, Wisconsin Statutes on March 5, 2020 to consider the petition to amend Chapter 17; and

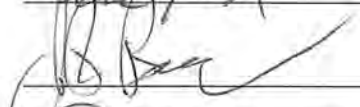
WHEREAS, the Committee being duly informed of the facts pertinent to the changes proposed, having reviewed the staff report, and duly advised of the recommendations of the Town of Spencer, hereby recommends the petition be GRANTED AS APPLIED FOR

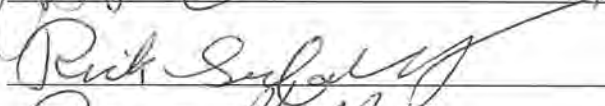
NOW, THEREFORE, the County Board of Supervisors of the County of Marathon does ordain as follows: The General Code of Ordinances for Marathon County Chapter 17 Zoning Code (and accompanying Zoning Map) is amended as stated above.


Dated this 5th day of March, 2020

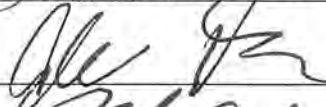
ENVIRONMENTAL RESOURCES COMMITTEE



_____ Chair












Dated this _____ day of _____, 2020

Kurt Gibbs – Marathon County Board Chair

This map DOES NOT transfer property ownership. Sale or transfer of property requires a recorded deed.

BADGER - LAND SURVEY, LLC
 2610 WEST GRAND AVE.
 WISCONSIN RAPIDS, WI 54495

PHONE: (715) 424 - 5900
 FAX: (715) 424 - 5901
 E-MAIL: blsurvey@wetc.net
 www.badgerlandsurvey.com

PREPARED FOR:

NORM TREMELLING
 203929 S.T.H. "13"
 MARSHFIELD WI 54449

© 2019, BADGER-LAND SURVEY, LLC

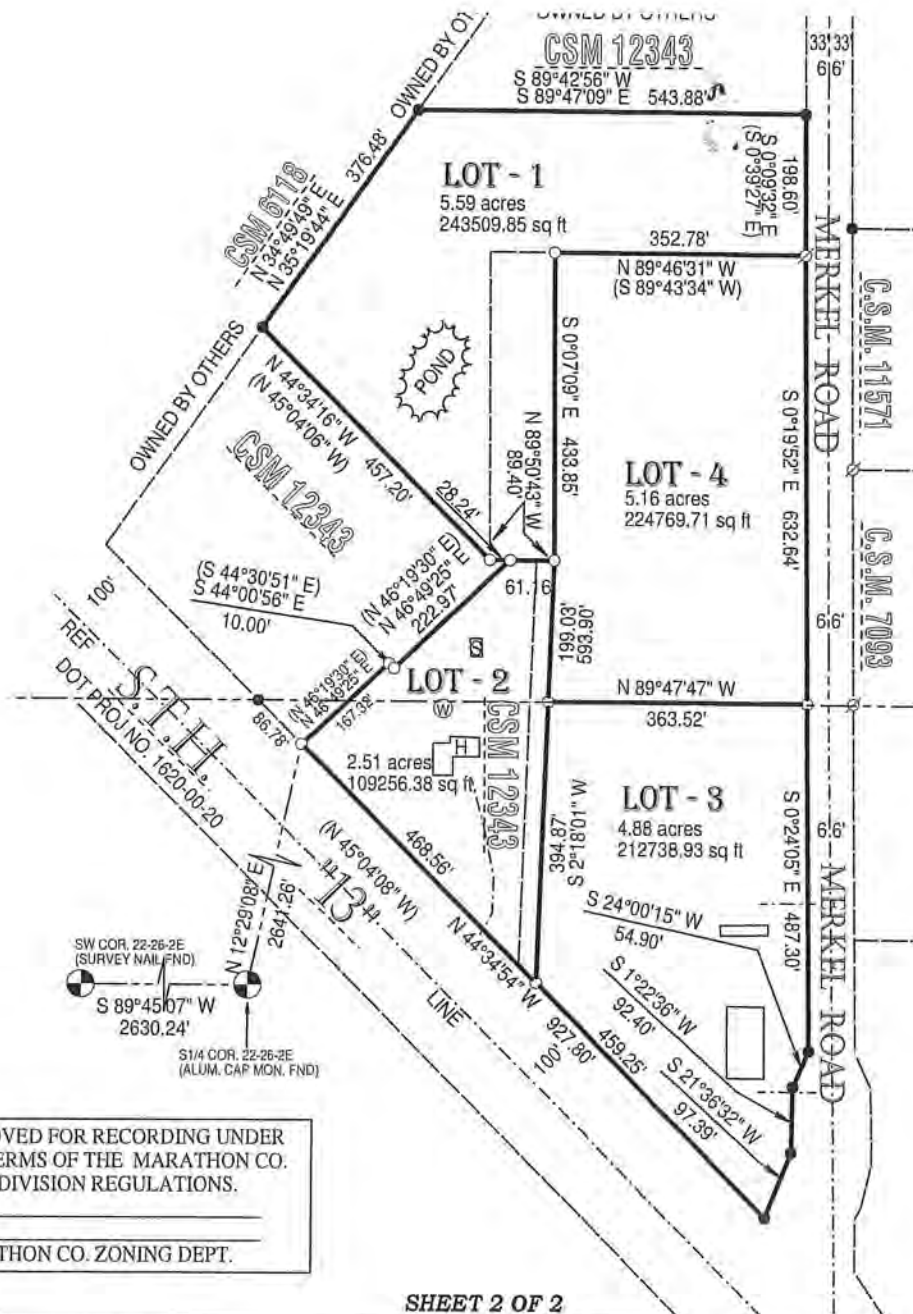
IF THE SURVEYORS SEAL IS NOT RED BY COLOR, THIS MAP IS A COPY AND SHOULD BE ASSURED TO CONTACT UNAUTHORIZED ALTERATIONS, THE CERTIFICATION DOES NOT APPLY TO COPIES.

DRAWN BY: KW

JOB#: 113219

MARATHON COUNTY CERTIFIED SURVEY MAP NO.

LOCATED IN PART OF THE SW1/4 NE1/4 AND PART OF THE NW1/4 SE1/4, SECTION 22, TOWNSHIP 26 NORTH, RANGE 2 EAST, TOWN OF SPENCER, MARATHON COUNTY, WISCONSIN, ALSO INCLUDING ALL OF LOT 2 AND PART OF LOT 4 OF MARATHON COUNTY CERTIFIED SURVEY MAP NO. 12343



APPROVED FOR RECORDING UNDER THE TERMS OF THE MARATHON CO. LAND DIVISION REGULATIONS.
 BY: _____
 DATE: _____
 MARATHON CO. ZONING DEPT.

This map DOES NOT transfer property ownership. Sale or transfer of property requires a recorded deed.

MARATHON COUNTY CERTIFIED SURVEY MAP NO.

LOCATED IN PART OF THE SW1/4 NE1/4 AND PART OF THE NW1/4 SE1/4, SECTION 22, TOWNSHIP 26 NORTH, RANGE 2 EAST, TOWN OF SPENCER, MARATHON COUNTY, WISCONSIN, ALSO INCLUDING ALL OF LOT 2 AND PART OF LOT 4 OF MARATHON COUNTY CERTIFIED SURVEY MAP NO. 12343

PREPARED FOR: **NORM TREMELLING**
203929 S.T.H. "13"
MARSHFIELD WI 54449

SURVEYOR'S CERTIFICATE:

I, KEVIN M. WHIPPLE, PROFESSIONAL LAND SURVEYOR, hereby certify;

That I have surveyed and mapped this Certified Survey Map being part of the SW1/4 NE1/4 and part of the NW1/4 SE1/4, of Section 22, Township 26 North, Range 2 East, Town of Spencer, Marathon County, Wisconsin, also including all of Lot 2 and part of Lot 4 of Marathon County Certified Survey Map No. 12343, bounded and described as follows;

Commencing at the S1/4 CORNER 22-26-2;
Thence N 12°29'08" E, a distance of 2641.29' to an iron monument being the POINT OF BEGINNING
Thence along Lot 3 of CSM 12343 on a bearing of N 46°49'25" E, a distance of 167.32' to an iron monument;
Thence along Lot 3 of CSM 12343 on a bearing of S 44°00'56" E, a distance of 10.00' to an iron monument;
Thence along Lot 3 of CSM 12343 on a bearing of N 46°49'25" E, a distance of 222.97' to an iron monument;
Thence along Lot 3 of CSM 12343 on a bearing of N 89°50'43" W, a distance of 28.24' to an iron monument;
Thence along Lot 3 of CSM 12343 on a bearing of N 44°34'16" W, a distance of 457.20' to an iron monument;
Thence along Lot 2 of CSM 12343 on a bearing of N 35°19'44" E, a distance of 376.48' to an iron monument;
Thence along Lot 2 of CSM 12343 on a bearing of S 89°47'09" E, a distance of 543.88' to an iron monument;
Thence along Lot 2 of CSM 12343 on a bearing of S 0°09'32" E, a distance of 198.60' to an iron monument;
Thence along the West R/W Line of Merkel Rd on a bearing of S 0°19'52" E, a distance of 632.64' to an iron monument;
Thence along the West R/W Line of Merkel Rd on a bearing of S 0°24'05" E, a distance of 487.30' to an iron monument;
Thence along the West R/W Line of Merkel Rd on a bearing of S 24°00'15" W, a distance of 54.90' to an iron monument;
Thence along the West R/W Line of Merkel Rd on a bearing of S 1°22'36" W, a distance of 92.40' to an iron monument;
Thence along the West R/W Line of Merkel Rd on a bearing of S 21°36'32" W, a distance of 97.39' to an iron monument;
Thence along the Northerly R/W of S.T.H. "13" on a bearing of N 44°34'54" W, a distance of 927.80' to an iron monument being the POINT OF BEGINNING; subject to right-of-ways, easements, restrictions and reservations of record, IF ANY.

That I have made such survey at the direction of **NORM TREMELLING**
203929 S.T.H. "13"
MARSHFIELD WI 54449

That such map is a correct representation of the exterior boundaries of the land surveyed and the subdivision thereof made; That I have complied fully with the provisions of Chapter 236.34, and Section AE7 of Wisconsin Statutes and the Marathon County Subdivision Ordinance to the best of my knowledge and belief.

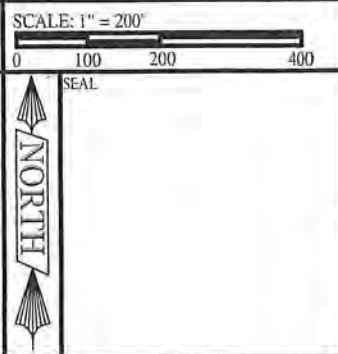
KEVIN M. WHIPPLE P.L.S. 2444
Drafted By: KEVIN WHIPPLE
Field work completed on 1/03/2020

SHEET 1 OF 2

BASIS FOR BEARINGS:
THE SOUTH LINE OF SW 1/4 ASSIGNED A BEARING OF S 89°45'07" W FOR THIS MAP

() RECORDED AS
○ 1" O.D. X 18" IRON PIPE SET (1.13#/FT)
∅ 1" O.D. IRON PIPE FOUND
● 3/4" IRON ROD FOUND
⊗ GOV'T CORNER OF RECORD

VOL. _____ PAGE _____



BADGER - LAND SURVEY, LLC
2610 WEST GRAND AVE.
WISCONSIN RAPIDS, WI 54495
PHONE: (715) 424 - 5900
FAX: (715) 424 - 5901
E-MAIL: blsurvey@wctc.net
www.badgerlandsurvey.com

DRAWN BY: SM JOB#: 113219

IF THE SURVEYORS SEAL IS NOT RED IN COLOR, THIS MAP IS A COPY AND SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS, THE CERTIFICATION DOES NOT APPLY TO COPIES.

© 2019, BADGER-LAND SURVEY, LLC

STATE OF WISCONSIN)
MARATHON COUNTY)
TOWN OF SPENCER)

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Dennis Gonnering , Clerk of the Town of Spencer, 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 Spencer Town Board at a meeting held on the 11th day of Spencer, 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 Spencer Town Board considered on the 11th day of February, 2020, petition from Norman & Marlys Tremelling, on behalf of Larry and Clifford Eckes to amend the Marathon County Zoning Ordinance from L-I Light Industrial to R-R Rural Residential and R-E Rural Estate to R-R Rural Residential described as part of the NW ¼ of the SE ¼, and SW¼ of the NE ¼ of Section 22, Township 26 North, Range 02 East, Town of Spencer. Proposed area to be rezoned from L-I to R-R is part of the parent parcel PIN# 074-2602-224-0994, described as Lot 2 on the preliminary Certified Survey Map (CSM). Whereas, the areas proposed to be rezoned from R-E to R-R are part of parent parcel PIN# 074-2602-221-0992 described as Lot 1 and all of the existing parent parcel PIN# 074-2602-221-0971 described as Lot 2 on the preliminary CSM. Associated with addresses of 203929 State Highway 13, Marshfield WI 54449 and 203910 Merkel Road, Marshfield WI 54449.

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

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

(OVER)

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

The Town of Spencer 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 *Dennis Dieringer*
 Town Board *Dennis Dieringer*
Dennis R. Foltz
Carl S. Hoff

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 02/26/20 to:

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

RECEIVED
 FEB 14 2020
 MARATHON CO. CONSERVATION,
 PLANNING & ZONING DEPT

ORDINANCE # O - 7 -20

Town of Plover 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 Jerrod Kautza and Gerald & Diane Resch from L-D-R (Low Density Residential), R-R (Rural Residential), and G-A (General Agriculture) to R-E (Rural Estate) on properties described as part of the NW ¼ of the NW ¼ of Section 01, Township 29 North, Range 10 East, Town of Plover. Proposed as Lot #1 (5.48 Acres) of the Preliminary Survey submitted by Conerstone Surveying. Areas described to be rezoned consist of part of parent parcel PIN # 062-2910-012-0997 with the site address of 184377 State Highway 52, Aniwa WI 54408, as well as all of parent parcels PIN # 062-2910-012-0995 and PIN# 062-2910-012-0996 with a property address 238401 Hatchery Road, Aniwa WI 54408

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 March 5, 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 Plover, 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 5th day of March, 2020

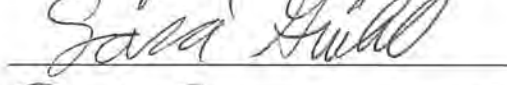
ENVIRONMENTAL RESOURCES COMMITTEE




Chair




Gina Guild



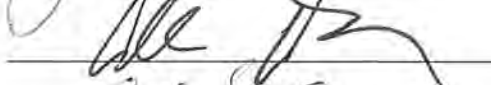
Rudy Schubert



J. B. Bean



Mike J.



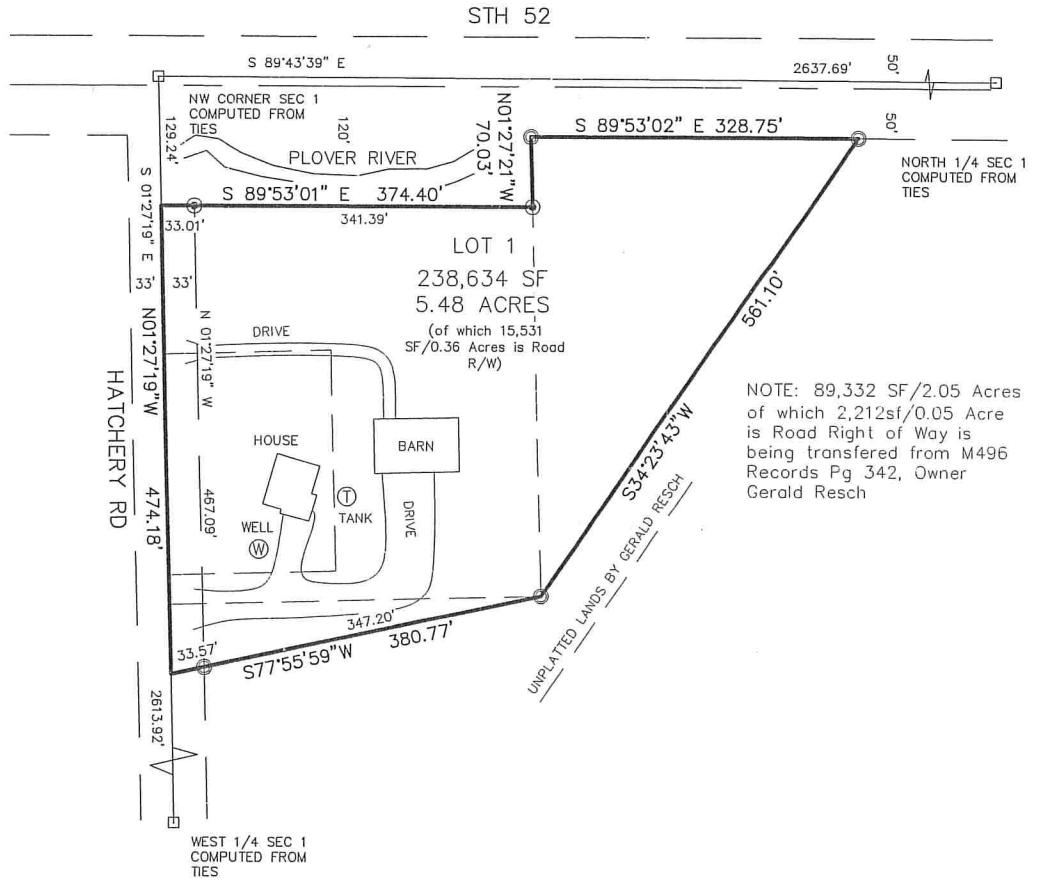
Mike John

Dated this _____ day of _____, 2020

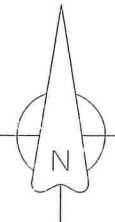
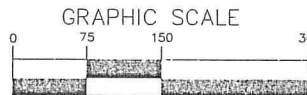
Kurt Gibbs – Marathon County Board Chair

CERTIFIED SURVEY MAP

OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST
1/4 OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 10
EAST, TOWN OF PLOVER, MARATHON COUNTY WISCONSIN



- 1.3" X 18" IRON PIPE WEIGHING 1.68 LBS/LINEAL FOOT SET(OD)
- FOUND 2" I. PIPE
- ⊙ FOUND 3/4" REBAR
- ▲ FOUND PK NAIL OR RR SPIKE
- FOUND GOV'T CORNER
- () RECORD DATA



SHEET 1 OF 2 FIELD DATE: 12-7-2019 1 inch = 150ft.

SURVEY PROVIDED BY: CORNERSTONE SURVEYING W12890 HWY 1 DEERBROOK WI 54424 715-216-3234	SURVEYED FOR: JERROD KAUTZA 238401 HATCHERY RD ANIWA WI 54408	BEARING REFERENCE: WEST LINE OF THE NW 1/4 OF SECTION 1 ASSUMED TO BEAR S 1°27' 19"E
--	--	---



MARATHON COUNTY CERTIFIED SURVEY MAP

I, Charley G. Brinkmeier, Professional Land Surveyor, hereby certify:

That I have surveyed, and mapped by the order of Jerrod Kautza, a parcel of land being part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1, Township 29 North, Range 10 East, Town of Plover, Marathon County, Wisconsin more particularly described as follows:

Commencing at the Northwest Corner of Section 1 thence S $1^{\circ} 27' 19''$ E, 129.24 feet along the West line of the Northwest $\frac{1}{4}$ of Section 1 to the point of beginning of the parcel herein described; thence S $89^{\circ} 53' 01''$ E, 374.40 feet; thence N $1^{\circ} 27' 21''$ W, 70.03 feet; thence N $89^{\circ} 53' 02''$ E, 328.75 feet; thence S $34^{\circ} 23' 43''$ W, 561.10 feet; thence S $77^{\circ} 55' 59''$ W, 380.77 feet; thence N $1^{\circ} 27' 19''$ W; 474.18 feet to the point of beginning of the parcel here in described.

Said parcel contains 238.634 Square Feet or 5.48 Acres, of which 15,531 square feet or 0.36 Acres is Road R/W.

Subject to all roadways and easements of record.

That this map is a true and correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made to the best of my knowledge and belief;

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes;

Dated this 10th day of December, 2019.



R.L.S. No. S-2517

Sheet 2 of 2 Sheets



STATE OF WISCONSIN)
MARATHON COUNTY)
TOWN OF PLOVER)

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Doreen Erbrecht, Clerk of the Town of Plover, 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 Plover Town Board at a meeting held on the 11th day of February, 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 Plover Town Board considered on the 11th day of February, 2020, petition by Jerrod Kautza and Gerald & Diane Resch requesting that the Marathon County Zoning Ordinance be amended from L-D-R Low Density Residential, R-R Rural Residential and G-A General Agriculture to R-E Rural Estate described as part of the NW 1/4 of the NW 1/4 of Section 01, Township 29 North, Range 10 East, Town of Plover. Proposed as Lot #1 (5.48 Acres) of the Preliminary Survey submitted by Cornerstone Surveying. Areas described to be rezoned consist of part of parent parcel PIN # 062-2910-012-0997 with the site address of 184377 State Highway 52, Aniwa WI 54408, as well as all of parent parcels PIN # 062-2910-012-0995 and PIN # 062-2910-012-0996 with a property address 238401 Hatchery Road, Aniwa WI 54408.

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

1) Has the applicant provided what public facilities and/or services currently serve the proposed development, what additional services may be required, and how the additional services will be provided?

No Yes Explain: _____

2) Has the applicant demonstrated how the provision of the public facilities will not be an unreasonable burden to local government?

No Yes Explain: _____

3) Has the applicant determined that the land is suitable for the development proposed? Explain.

No Yes Explain: _____

4) Has the applicant demonstrated what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas? Explain.

No Yes Explain: _____

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

No Yes Explain: _____

(OVER)

- 6) Has the applicant demonstrated the need for the proposed development at this location? Explain.
 No Yes Explain: _____

- 7) Has the applicant demonstrated the availability of alternative locations? Be specific
 No Yes Explain: _____

- 8) Is cropland is being consumed by this zone change? What is the productivity of the agricultural lands involved?
 No Yes Explain: _____

- 9) Has the applicant explained how the proposed development will be located to minimize the amount of agricultural land converted?
 No Yes Explain: _____

- 10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.
 No Yes Explain: _____

- 11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?
 No Yes Explain: _____

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

OR **Requests an Extension*** for the following reasons: _____

*Wis. Stats §59.69(5)(c), (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 *Doreen Corbuck*
Town Board *[Signature]*
[Signature]

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before March 26, 2020 to:

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

RECEIVED
FEB 12 2020
MARATHON CO. CONSERVATION,
PLANNING & ZONING DEPT
Pg 2 of 2

ORDINANCE # O - 8 -20

Town of Plover 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 Dan Higginbotham, Plover River Land Co. on behalf of David and Patricia Tomson to rezone lands from G-A General Agriculture to R-R Rural Residential, on properties described as part of the NW ¼ of the NW ¼ of Section 25, Township 29 North, Range 10 East, Town of Plover. Proposed area to be rezoned is described as Lot #1 (3.61 Acres) on the Preliminary Survey submitted by Plover River Land Co. Areas to be rezoned consist of part of parent parcel PIN # 062-2910-252-0992.

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 March 5, 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 Plover, 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.

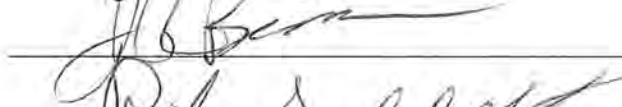
Dated this 5th day of March, 2020

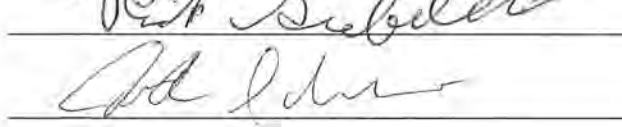
ENVIRONMENTAL RESOURCES COMMITTEE



Chair








Dated this ____ day of _____, 2020

Kurt Gibbs – Marathon County Board Chair

MARATHON COUNTY CERTIFIED SURVEY MAP

I, Daniel E. Higginbotham, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped by the order of the Devin Barnes, Agent, a parcel of land being part of the Northwest ¼ of the Northwest ¼ of Section 25, Township 29 North, Range 10 East, Town of Plover, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of Section 25; thence S 57° 58' 46" E, 48.07 feet to the Easterly R/W of County Road D and the point of beginning of the parcel herein described; thence S 88° 58' 12" E, 677.39 feet along the Southerly R/W of Old Lake Road; thence S 01° 42' 26" W, 198.71 feet; thence S 85° 19' 02" W, 678.88 feet to the Easterly R/W of County Road D; thence N 01° 07' 50" E, 266.27 feet along the Easterly R/W of County Road D to the point of beginning of the parcel herein described.

Said parcel contains 157,215 Square Feet or 3.61 Acres.
Subject to all roadways and easements of record.

That this map is a true and correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made to the best of my knowledge and belief;

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Marathon County Land Division Ordinance;

Dated this 5th day of January, 2020.

P.L.S. No. S-1935

Prepared by:
Plover River Land Co., Inc.
2625 Northwestern Avenue
Wausau, WI 54403

Prepared for:
David Tomson
233250 Crescent Drive
Biramwood, WI 54414

Sheet 2 of 2 Sheets

STATE OF WISCONSIN)
MARATHON COUNTY)
TOWN OF PLOVER)

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Doreen Erbrecht, Clerk of the Town of Plover, 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 Plover Town Board at a meeting held on the 11 day of February, 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 approval with change or recommend disapproval.

NOW, THEREFORE BE IT RESOLVED that the Town of Plover Town Board considered on the 11th day of February, 2020, petition of Dan Higginbotham, Plover River Land Co. on behalf of David and Patricia Tomson to amend the Marathon County Zoning Ordinance to rezone lands from G-A General Agriculture to R-R Rural Residential, on properties described as part of the NW 1/4 of the NW 1/4 of Section 25, Township 29 North, Range 10 East, Town of Plover. Proposed area to be rezoned is described as Lot #1 (3.61 Acres) on the Preliminary Survey submitted by Plover River Land Co. Areas to be rezoned consist of part of parent parcel PIN # 062-2910-252-0992.

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

1) Has the applicant provided what public facilities and/or services currently serve the proposed development, what additional services may be required, and how the additional services will be provided?

No Yes Explain: _____

2) Has the applicant demonstrated how the provision of the public facilities will not be an unreasonable burden to local government?

No Yes Explain: _____

3) Has the applicant determined that the land is suitable for the development proposed? Explain.

No Yes Explain: _____

4) Has the applicant demonstrated what will have to be done so the development will not cause unreasonable air and water pollution, soil erosion, or adverse effects on rare or irreplaceable natural areas? Explain.

No Yes Explain: _____

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

No Yes Explain: _____

(OVER)

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

No Yes Explain: _____

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

No Yes Explain: _____

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

No Yes Explain: _____

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

No Yes Explain: _____

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

No Yes Explain: _____

11) Is there anything else the Town wishes to present or comment on regarding this application to the Marathon County Environmental Resources (ERC) Committee?

No Yes Explain: _____

The Town of Plover 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 *Debra Entrecht*

Town Board *[Signature]*
[Signature]
[Signature]

NOTE: If you recommend disapproval of this request, please make every effort to send a representative to the Environmental Resources Committee Public Hearing. Town input at the hearing is always appreciated. Please return this form before March 26, 2020 to:

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

RECEIVED

3 12 2020

MARATHON CO. CONSERVATION,
PLANNING & ZONING DEPT.

RESOLUTION R- 19-2020

**Resolution adopting the
Marathon County Solid Waste Management Board
Strategic Plan 2020-2025**

WHEREAS, a Strategic Plan is a roadmap for organizational development by determining what services to provide to customers and how this is accomplished; and

WHEREAS, under Wisconsin statute the Marathon County Solid Waste Management Board is authorized under Wisconsin Statute Chapter 59.70(2) to develop, manage, operate and plan for a countywide solid waste system; and

WHEREAS, Marathon County Solid Waste Management Board has adopted a strategic plan that clarifies its mission, vision, goals and strategies to accomplish those goals; and

WHEREAS, Marathon County Solid Waste Management Board's adopted strategic plan has a short-term horizon (5 years), but will be subject to periodic updating and revision; and

WHEREAS, Marathon County has an adopted Strategic Plan that supports collaboration, economic development, environmental protection, and accountability; and

WHEREAS, Marathon County has an adopted a Comprehensive Plan that supports environmental protection and economic development; and

WHEREAS, the Solid Waste Management Board Strategic Plan 2020-2025 is aligned with Marathon County's strategic and comprehensive plans; and

WHEREAS, the Solid Waste Management Board approved its Strategic Plan 2020-2025 at its February 10, 2020 meeting; and

WHEREAS, the Marathon County Environmental Resources Committee has reviewed and approved the Solid Waste Management Board Strategic Plan 2020-2025; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Marathon does hereby adopt the attached Strategic Plan 2020-2025 for the Marathon County Solid Waste Management Board.

Dated this 5th day of March 2020.


ENVIRONMENTAL RESOURCES COMMITTEE

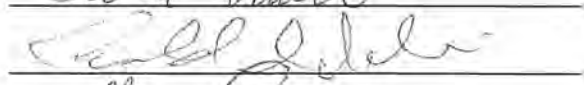


















Fiscal Note: Adoption of the Strategic Plan is and of itself will not result in any expenditure of County funds. The action items all have fiscal implications which will be considered and reported during the term of the Strategic Plan as part of the annual budget of the Solid Waste Department.

Marathon County Solid Waste Management Board Strategic Plan Summary 2020-2025



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RESOLUTION R-___-2020

Resolution adopting the
Marathon County Solid Waste Management Board
Strategic Plan 2020-2025

WHEREAS, a Strategic Plan is a roadmap for organizational development by determining what services to provide to customers and how this is accomplished; and

WHEREAS, under Wisconsin statute the Marathon County Solid Waste Management Board is authorized under Wisconsin Statute Chapter 59.70(2) to develop, manage, operate and plan for a countywide solid waste system; and

WHEREAS, Marathon County Solid Waste Management Board has adopted a strategic plan that clarifies its mission, vision, goals and strategies to accomplish those goals; and

WHEREAS, Marathon County Solid Waste Management Board's adopted strategic plan has a short-term horizon (5 years), but will be subject to periodic updating and revision; and

WHEREAS, Marathon County has an adopted Strategic Plan that supports collaboration, economic development, environmental protection, and accountability; and

WHEREAS, Marathon County has an adopted a Comprehensive Plan that supports environmental protection and economic development; and

WHEREAS, the Solid Waste Management Board Strategic Plan 2020-2025 is aligned with Marathon County's strategic and comprehensive plans; and

WHEREAS, the Solid Waste Management Board approved its Strategic Plan 2020-2025 at its February 10, 2020 meeting; and

WHEREAS, the Marathon County Environmental Resources Committee has reviewed and approved the Solid Waste Management Board Strategic Plan 2020-2025; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Marathon does hereby adopt the attached Strategic Plan 2020-2025 for the Marathon County Solid Waste Management Board.

Dated this 5th day of March 2020.


ENVIRONMENTAL RESOURCES COMMITTEE




















Fiscal Note: Adoption of the Strategic Plan is and of itself will not result in any expenditure of County funds. The action items all have fiscal implications which will be considered and reported during the term of the Strategic Plan as part of the annual budget of the Solid Waste Department.

ACKNOWLEDGMENTS

Solid Waste Management Board Members

Roger Zimmermann – Board Chair, Citizen member

Jean Maszk – Board Vice-Chair, County Supervisor

Alan Christensen – County Supervisor

Brad Lenz – Citizen member

Kerry Brimmer – Citizen member

Jim Bove – County Supervisor

Maynard Tremelling – County Supervisor

Myron Podjaski – Citizen member, Town of Ringle

Thomas Seubert – County Supervisor

Staff

Meleesa Johnson, Director Marathon County Solid Waste Department

Brenda Iczkowski, Administrative Coordinator - CPZ

MISSION STATEMENT

To provide the residents, businesses and organizations of the region with a cost-effective, comprehensive integrated waste management system. The system consists of programming, education and consulting services on waste reduction, recycling, composting and hazardous waste management, along with landfill disposal, with landfill-gas-to-energy production.

VISION STATEMENT

We are the integrated waste management system of choice, fostering economic development, while protecting the environment and public health.

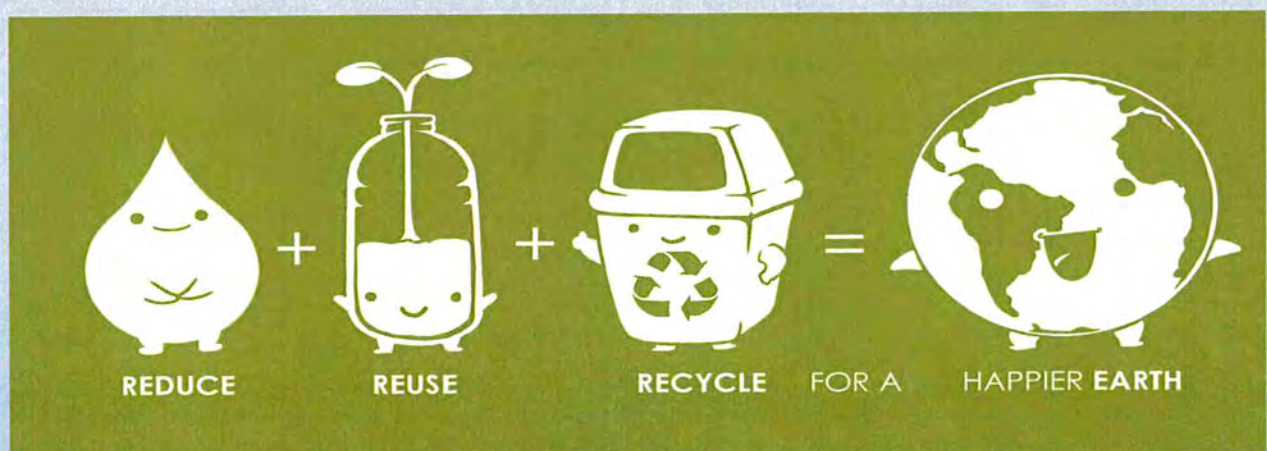
What does the Marathon County Solid Waste Management Board **DO** to ensure success?

We **manage** financial resources efficiently and effectively.

We **empower** residents to manage waste to their benefit.

We **advance** recycling efforts.

We **enable** alternative uses for waste.



STRATEGIC PLANNING PROCESS:

In April 2013, the Solid Waste Management Board began the work of building its first strategic plan. That plan would set the direction and work plan of the Solid Waste Department for the three to five years following adoption of the plan. It took over ten months of work and great collaborative efforts between the Board, department staff and other stakeholders, to evaluate the strengths, problems, opportunities, and threats of not only the department, but the entire waste industry, to complete the Plan. Ultimately, the Plan served as the overarching framework, along with the County's Strategic Plan, for everything from daily operations of the Solid Waste Department to the creation of new programs and partnerships that would help both the department and the county achieve its goals. In early 2019, the Board started the process to evaluate and update the Strategic Plan. This updated Plan sets the direction for the next five years and is designed to make the Marathon County Solid Waste Department the "integrated waste management system of choice, fostering economic development while protecting human health and the environment" and by doing so helping Marathon County be the "healthiest, safest, most prosperous county in the State."



STRATEGIC GOAL 1

Maximize economic opportunities from landfill operations

Objective 1: Incubate businesses that maximize resource recovery.

Objective 2: Maintain and build positive relationships with current and future customers.

STRATEGIC GOAL 2

Engage Marathon County residents and businesses to divert solid waste into productive use such as but not limited to hazardous household, food, and construction and demolition

Objective 1: Collaborate with schools and community to learn about solid waste options.

Objective 2: Engage the agricultural community in managing solid waste.

Objective 3: Enlist the media to raise awareness in the community.

STRATEGIC GOAL 3

Making recycling easy and understandable

Objective 1: Collaborate with community partners to reward recycling.

Objective 2: Advocate for policies which encourage recycling.

Objective 3: Create educational opportunities that support recycling.

STRATEGIC GOAL 4

Shift the paradigm to alternative uses for waste

Objective 1: Maximize the efficiency of the landfill.

Objective 2: Facilitate productive uses of wasted food.

Objective 3: Assess current construction and demolition waste resources.

Objective 4: Reward construction and demolition recycling and reuse.

STRATEGIC GOAL 5

Influence state policy in order to make the highest and best uses of waste resources

Objective 1: Strengthen relationship with legislators and educate them about recycling and responsible units.

Objective 2: Clarify understanding of current laws for the county, municipalities and businesses.

Objective 3: Provide leadership in Marathon County in developing policies.

Objective 4: Develop recommendations based on case studies of success from other states.

Objective 5: Collaborate with community partners and organizations to influence business recycling.

Objective 6: Provide leadership to Marathon County, municipalities and businesses to enforce current laws and standards on recycling.



To access the strategic plan, please go to
www.co.marathon.wi.us or www.marathonsolidwaste.org

Marathon County Solid Waste Department
172900 State Highway 29
Ringle, WI 54471
Phone: 715-446-3101
Toll Free: 877-270-3989
Fax: 715-446-2906

RESOLUTION # R - 20 - 20

PURCHASE OF CERES TIMBER LLC PROPERTY FOR COUNTY FOREST

WHEREAS, on December 18, 2018, the Marathon County Board of Supervisors approved Resolution #R-61-18 authorizing the application for funding through the Knowles-Nelson Stewardship Land Acquisition Grant program, secure an appraisal and negotiate the purchase with a landowner of 200 acres in the Town of Hewitt, Marathon County, Wisconsin, and;

WHEREAS, Ceres Timber LLC has accepted Marathon County's offer of \$370,000.00 for 200 acres under the terms of the attached Agreement of Purchase and Sale; and;

WHEREAS, the property is further described in addendum A attached to the Agreement of Purchase and Sale; and;

WHEREAS, the Wisconsin Department of Natural Resources has notified Marathon County it is eligible to receive a stewardship grant of \$186,995.00; and;

WHEREAS, the Human Resources, Finance and Property Committee, Environmental Resources Committee and the Forestry/Recreation Committee recommends purchasing the Ceres property to meet the objectives of the Marathon County Forest Comprehensive Plan; and;

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

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

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

WHEREAS, the County Board has the authority to acquire said property for the purpose of establishing County Forest land pursuant to SS 59.52(6) and 28.10, Stats; and;

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

WHEREAS, the leadership of the Town of Hewitt supports the County acquiring the property;

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

1. To authorize the purchase of the Ceres Timber LLC property in accordance with the terms and conditions of the Agreement of Purchase and Sale; and;
2. That the County Forest blocking boundaries listed and described in Chapter 900 of the Marathon County Forest Comprehensive Land Use Plan 2006 – 2020 be amended to include this property;
3. Direct the property to be entered under Wis. Stats. 28.11 and be designated as regular County forest lands;

4. To authorize the proper County officials to execute the documents necessary to complete this transaction.

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

Dated this 24th day of March, 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

ENVIRONMENTAL RESOURCES COMMITTEE

FORESTRY/RECREATION COMMITTEE

Fiscal Impact Estimate: In total \$373,990.00 for the purchase of this property to be funded as follows:

1. Land Purchase – State Grant - \$186,995.00
2. Forestry Segregated Land Purchase Account - \$35,000.00
3. Forestry State Aid Account - \$127,524.00
4. 2020 Parks, Recreation and Forestry Levy Budget - \$24,471.00

AGREEMENT OF PURCHASE AND SALE
(Wisconsin)

This AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into by and between **CERES TIMBER, LLC**, a Delaware limited liability company ("SELLER") and **MARATHON COUNTY**, a Wisconsin county and body corporate and politic ("BUYER").

1. **Conveyance.** In consideration of the mutual covenants contained herein, SELLER agrees to sell and convey and BUYER agrees to purchase and take title to, upon the terms herein set forth, all that tract or parcel of real estate containing approximately 200 acres, more or less, located in Marathon County, Wisconsin and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property").

2. **Purchase Price and Payment.**

(a) The total purchase price for the Real Property shall be the sum of Three Hundred Seventy Thousand Dollars (\$370,000.00) (the "Purchase Price"). The Purchase Price shall be paid in immediately available funds by electronic wire funds transfer (Fedwire System) at the Closing as described in Section 5 below.

(b) This is a sale in gross of tracts and not a sale by the acre of land. There is no warranty of acreage and there shall be no adjustment in the Purchase Price for any acreage discrepancies.

(c) Except as provided in BUYER'S ADDENDUM A, which is attached hereto and incorporated herein, this is an all-cash sale and purchase and is not contingent upon financing even though BUYER may apply to a lending institution of BUYER's choice for a mortgage loan. BUYER understands and agrees that neither the receipt of a commitment from such a lending institution, their acceptance of such a commitment, nor their satisfaction of any condition set forth in such a commitment shall in any way be conditions of BUYER's obligations under this Agreement. SELLER makes no representation or warranty as to BUYER's ability to obtain financing.

3. **Disclaimer; Waiver.**

(a) Any documents, cruises, compilations, timber inventories, surveys, plans, specifications, reports and studies made available to BUYER by SELLER, Broker, any of SELLER's members or affiliates, or each of their agents or representatives (collectively the "SELLER PARTIES") are provided as information only. SELLER PARTIES have not made, do not make, and have not authorized anyone else to make any representation as to: (i) the existence or non-existence of access to or from the Real Property or any portion thereof; (ii) the number of acres in the Real Property; (iii) the volume, type, condition or quality of timber on the Real Property (iv) logging conditions or feasibility; (v) the location of the Real Property or any portion thereof within any floodplain, flood prone area, watershed or the designation of any

portion of the Real Property as "wetlands"; (vi) the volume, type, condition or quality of minerals on the Real Property; (vii) the availability of railroad, water, sewer, electrical, gas or other utility services; (viii) the environmental conditions or requirements of the Real Property; (ix) the stability of soils; (x) the condition of any building structure or improvements on the Real Property; (xi) the suitability or fitness of the Real Property for any construction or development; (xii) the suitability of the Real Property for any purpose; (xiii) the current or projected income or expenses of the Real Property; (xiv) the transferability of the current MFL or FCL designation, if any; (xv) whether the Real Property will or will not be eligible for MFL or FCL designation after Closing, or (xvi) any other matters related to the Real Property. **SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE CONDITION OF THE REAL PROPERTY, ITS SUITABILITY FOR BUYER'S PURPOSES OR THE STATUS OF THE PROPERTY'S MAINTENANCE OR OPERATION. SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE REAL PROPERTY MAY BE USED FOR ANY PURPOSE WHATSOEVER.**

(b) BUYER expressly acknowledges that: (i) SELLER PARTIES have not made any representations or warranties whatsoever concerning the Real Property or any matters pertaining to the Real Property; (ii) in entering into this Agreement, BUYER is not relying on any such representations or warranties; and (iii) BUYER has relied on its own examination and investigation thereof. BUYER hereby waives its right, if any, to receive a real estate condition report as provided in Wisconsin Statutes Sections 709.02 and 709.08.

(c) BUYER has examined and inspected or shall fully examine and inspect the Real Property and become thoroughly familiar with the title, condition, status and suitability of the Real Property. Unless BUYER terminates this Agreement by reason of any right to do so under this Agreement, BUYER is willing to and BUYER shall purchase the Real Property and SELLER shall sell the Real Property "**AS IS, WHERE IS, with all faults**" at the Closing.

(d) BUYER, for itself and its successors and assigns, hereby waives and releases SELLER PARTIES from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that BUYER or its successors and assigns may be entitled to assert against SELLER PARTIES arising in whole or in part of, or relating or connected in any way to, the condition of the Real Property including, but not limited to, any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Real Property.

4. Review Period. Buyer's Review Period shall last until the date of fulfillment of the contingencies in 1. A. of Buyer's Addendum A but shall not extend beyond the Closing Date.

5. Time and Place of Closing; Escrow. Upon mutual execution, the parties shall deposit a copy of this Agreement, and such other documents and monies as are required hereby into escrow established with Legends Title Services, LLC, having an address of 2225 Brackett

Avenue, Eau Claire, Wisconsin 54701 (the "Escrow Agent"). SELLER and BUYER shall each pay one half of the closing and escrow costs of the Escrow Agent; provided, however that costs relating to title insurance shall be allocated as set forth below and BUYER shall be responsible for all closing and escrow costs relating to BUYER's mortgage loan, if any. As referred to in this Agreement, Closing shall take place at or before 4:00 p.m. (Central Time) on May 29, 2020 or such earlier date as agreed by the parties (the "Closing Date"). Closing shall take place, in escrow, at the offices of the Escrow Agent. Closing shall mean the point at which all documentation and monies required to close the transaction have been delivered to escrow, including signed escrow instructions ("Closing"). The wire transfer for the Purchase Price must be initiated by noon on the Closing Date, and the deed may not be recorded until such wire transfer has been received by the Escrow Agent. Both parties agree to deliver to the Escrow Agent such other documents as the Escrow Agent may reasonably require to effect Closing, but without materially increasing such party's obligations, liabilities or expenses hereunder.

6. Deed of Conveyance. At the Closing, SELLER shall deliver a Special Warranty Deed (State Bar of Wisconsin Form 6-2003) conveying to BUYER title to the Real Property and warranting title against the claims of all persons claiming by, through or under SELLER, but against none other; provided, however, that the conveyance and the foregoing warranty shall be subject to (i) the terms and conditions of the Addendum to Deed attached hereto as Exhibit D, including without limitation the "Permitted Exceptions" (as set forth on the Addendum to Deed), which shall be attached to the deed of conveyance and (ii) all exceptions of title as noted on the title commitment provided by SELLER to BUYER and not objected to by BUYER or waived by BUYER pursuant to the title review procedure as set forth in Section 7 below, which list of exceptions shall be attached as an exhibit to the deed of conveyance.

7. Title Review. SELLER shall order a preliminary commitment for a standard policy of title insurance and will provide same to BUYER as soon as reasonably possible. BUYER shall have fifteen (15) days from receipt of such commitment (or the expiration of Buyer's Review Period, if later) to furnish SELLER with a written statement of any title objections other than the Permitted Exceptions. If SELLER is unable or unwilling to cure the objections, then, upon written notice to BUYER, this Agreement shall be null and void and, except as expressly provided to the contrary in this Agreement, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Agreement, or BUYER may waive such defects and proceed to the Closing without a reduction in the Purchase Price. At Closing, SELLER shall pay for a standard owner's policy of title insurance issued by Escrow Agent for the Real Property in the amount of the Purchase Price and any commitment or title exam fees associated with the title commitments and the title policy. BUYER shall pay all other title insurance premiums, fees, costs and expenses in connection with "extended coverage" if desired by BUYER, special assessment letters if desired by BUYER, "gap" coverage if desired by BUYER, any endorsements to said owner's policy desired by BUYER, other title insurance (including any title insurance required by BUYER's lender, if any) or further evidence of title that BUYER desires to obtain.

8. Managed Forest Law and/or Forest Crop Law Designations. BUYER acknowledges and understands that the Real Property is currently enrolled in the Managed Forest Law ("MFL") program or the Forest Crop Law ("FCL") program in Wisconsin and is subject to certain provisions, conditions, and/or restrictions thereunder. BUYER understands that the Real

Property, as a stand-alone parcel, may no longer be eligible under the MFL and/or the FCL programs after Closing, and BUYER understands and agrees that it is BUYER's responsibility to confirm post-Closing MFL and/or FCL eligibility if desired by BUYER. BUYER agrees to execute such documents as may be required to transfer the MFL and/or FCL designations to BUYER at or after Closing. BUYER shall indemnify SELLER from and against any obligations (including penalties, withdrawal taxes and fees) that may arise as the result of the Real Property being removed from the MFL/FCL designations at or after Closing for any reason. SELLER hereby notifies to BUYER: (i) that changes you make to property that is subject to an entry designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties; (ii) that the Wisconsin Department of Natural Resources ("DNR") monitors compliance with the management plan under the MFL program; (iii) the DNR may be contacted at 1-888-WDNRINFo (1-888-936-7463) or as set forth at <http://dnr.wi.gov/contact/> and DNR foresters may be contacted as set forth on Exhibit E attached hereto (list as of January 2013 — a regularly updated listing of DNR foresters is also available on the DNR's website at <http://dnr.wi.gov/topic/forestlandowners/locator/>); and (iv) the applicable entry period for the Real Property under the MFL Program is 50 years.

9. Prorations and Expenses. All real estate taxes for the calendar year of closing shall be prorated as of the Closing Date, and SELLER's pro rata share of taxes shall be credited to BUYER at the Closing. Tax prorations shall be based on the actual tax bill, if available, or, if it is not, on the prior year's tax bill. SELLER shall pay for any state property transfer taxes and will prepare the Deed. BUYER shall pay all costs of recording and any MFL/FCL transfer or withdrawal fees.

10. Casualty Loss. If, prior to the Closing, the value of the Real Property is materially impaired by fire, casualty, act of God or exercise of eminent domain powers, BUYER shall have the right to terminate this Agreement by giving written notice to SELLER in which case, except as expressly provided to the contrary in this Agreement, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Agreement.

11. Real Estate Commission. BUYER acknowledges that SELLER is represented by Bryan Dahlin of First Weber Realtors ("Broker") and confirms that adequate disclosure of such representation was provided prior to the execution hereof. If and when the sale and conveyance of the Real Property closes in accordance with the terms and provisions hereof, a real estate commission may be due to Broker, which amount shall be paid by SELLER pursuant to a separate agreement between SELLER and Broker. SELLER and BUYER represent and warrant, each to the other, that, except as expressly set forth in this section, no other party is entitled, as a result of the actions of SELLER or BUYER, as the case may be, to a real estate commission or other fee resulting from the execution of this Agreement or the sale and conveyance herein contemplated, and SELLER and BUYER hereby indemnify and hold each other harmless from and against any and all costs, damages or expenses (including reasonable attorney's fees) incurred or paid as a result of any breach of the foregoing representation and warranty by the indemnifying party.

12. Default. In the event of default by SELLER in its obligations hereunder, either party shall have the option to terminate this Agreement by written notice the other party, in

which event SELLER shall pay BUYER the sum of \$500.00 as liquidated damages as BUYER's sole remedy, and both parties shall be released from all other obligations or liabilities hereunder. BUYER and SELLER agree that such payment is a reasonable amount for liquidated damages sustained by BUYER upon default by SELLER because of the uncertainty in ascertaining actual damages. In the event of default by BUYER, either party shall have the option to terminate this Agreement by written notice to the other party, in which event BUYER shall furnish SELLER with all reports and studies relating to the Real Property conducted by or for BUYER, BUYER shall pay SELLER the sum of \$500.00 as liquidated damages as SELLER's sole remedy, and both parties shall be released from all other obligations or liabilities hereunder. BUYER and SELLER agree that such payment is a reasonable amount for liquidated damages sustained by SELLER upon default by BUYER because of the uncertainty in ascertaining actual damages. In no event shall SELLER be liable to BUYER for any consequential, incidental, indirect or special damages arising out of this Agreement or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise. In no event shall BUYER be liable to SELLER for any consequential, incidental, indirect or special damages arising out of this Agreement or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise.

13. Exchange.

[Intentionally Omitted].

14. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date personally delivered by messenger service, overnight courier service or telecopy (facsimile) transmission, or three (3) days after same is deposited with the United States Postal Service by registered or certified mail, postage prepaid, return receipt requested, to the parties at the address or telecopy/facsimile numbers as set forth on the signature page of this Agreement. E-mail addresses may be provided by each party for ease of communication, but official notice shall be by one or more of the methods set forth in the prior sentence unless the receiving party affirmatively acknowledges receipt of an e-mail notice.

15. Actions of SELLER. SELLER agrees and covenants that upon and following the execution of this Agreement and until Closing of the purchase contemplated herein, SELLER shall not, without the prior written consent of BUYER, cut timber, convey timber rights, grant easements, leases, rights-of-way or servitudes, or grant or convey any portion of the Real Property, or in any way encumber the Real Property in a manner inconsistent with the rights and interests to be acquired by BUYER. BUYER's remedy in the event of SELLER's default are set forth in Section 12 above.

16. Land Division. If necessary, at BUYER's sole expense, BUYER shall cause the Real Property to be legally divided and segregated from the balance of SELLER's property prior to Closing, and BUYER, at BUYER's sole expense, shall process through the appropriate governmental agencies any and all land division applications, certified survey maps or other mapping and/or platting required to convey the Real Property. SELLER agrees to cooperate with BUYER in such land division process, provided that BUYER shall promptly reimburse SELLER for any reasonable out-of-pocket expenses of SELLER associated therewith. Prior to finalizing or filing, BUYER shall submit all surveys, plats or certified survey maps or other

mapping to SELLER for approval, which approval shall not be unreasonably withheld. If the sale contemplated by this Agreement creates a common boundary between BUYER and SELLER, BUYER agrees (i) to direct BUYER's licensed surveyor, if a survey is obtained by BUYER, to clearly mark such common boundary at BUYER's expense prior to Closing and (ii) that for a period of thirty (30) years following Closing, if BUYER its heirs or assigns shall construct a fence along the common boundary, the construction and maintenance of such fence during the thirty-year period shall be at the sole cost and expense of BUYER.

17. **Attorneys' Fees.** If either party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, each party shall pay its own attorneys' fees.

18. **Invalidity.** In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's, ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.

19. **Waiver of Jury Trial.** EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (ACTION, PROCEEDING OR COUNTERCLAIM) DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

20. **Legal Relationships.** The parties to this Agreement execute the same solely as a SELLER and a BUYER. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Agreement.

21. **Assignment; Successors.** BUYER shall not have the right to assign its rights under this Agreement, in whole or in part without SELLER's prior written consent, which consent shall not be unreasonably withheld. BUYER shall give SELLER written notice of the proposed assignment at least ten (10) days prior to Closing. The notice shall specify the name, address, and phone number of the proposed assignee(s). If the proposed assignment is less than a full assignment, the notice shall also state the portion of the Real Property subject to the assignment and the allocation of the Purchase Price. SELLER shall be under no obligation to close any partial assignment unless the entirety of the Real Property closes for the full Purchase Price in simultaneous transactions and any additional transaction costs are paid by BUYER. If BUYER makes an assignment of this Agreement, BUYER shall not be relieved of any obligations or liabilities hereunder. The rights and obligations of the SELLER and BUYER shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors-in-trust and assigns.

22. **Time.** Time is of the essence of this Agreement and whenever a date or time is set forth in this Agreement, the same has been entered into and formed a part of the consideration for this Agreement. As used herein, the term "business days" shall mean a day other than a Saturday or Sunday on which banks are open for business in Atlanta, Georgia.

23. **Possession.** Possession of the Real Property shall be granted to BUYER at the Closing.

24. **Cooperation.** Each of the parties shall perform all such other acts and things and execute such other and further documents as may be necessary to carry out the intent and purposes of this Agreement.

25. **Interpretation.** Both parties have reviewed this Agreement and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

26. **Counterparts; Faxed/Scanned Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement. The parties agree that faxed and electronically-scanned signatures shall be binding.

27. **Organization and Authority.** SELLER and BUYER represent and warrant to the other that (i) each has the full right, power and authority to execute this Agreement and perform their respective obligations under this Agreement, and (ii) the execution and delivery of this Agreement has been duly authorized, and no further action or approval is required to cause this Agreement to be valid, binding and enforceable against the respective party in accordance with its terms.

28. **Survival.** The covenants, agreements, indemnities, representations and warranties contained in this Agreement shall survive the Closing and delivery and recording of the limited warranty deed or the termination for any reason of this Agreement.

29. **Use of Name.** BUYER acknowledges and agrees that the name "CeresTimber" (or any variation thereof) shall not be used by BUYER, or its assigns, in any way or on any activities conducted by or on behalf of BUYER, including advertisements.

30. **Complete Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties.

31. **Offer and Acceptance.** This Agreement shall be regarded as an offer by BUYER which shall remain open for acceptance by SELLER. BUYER understands and acknowledges that this Agreement is not binding on SELLER until SELLER countersigns below and that it may take ten (10) business-days or longer for SELLER to obtain the requisite internal corporate reviews and approvals. BUYER's offer shall be irrevocable until ten (10) business days after the Offer Date, which is the date of BUYER's execution of this Agreement (the "Offer Date"), after

which time BUYER may revoke BUYER's offer by written notice to SELLER if delivered to SELLER prior to SELLER's acceptance of this Agreement. Upon acceptance of this Agreement by SELLER, the resulting agreement shall be binding upon the parties.

32. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin without giving effect to conflict of law principles. The parties hereto hereby irrevocably submit to the jurisdiction of any Wisconsin State or United States Federal Court sitting in Eau Claire County, Wisconsin for any action or proceeding arising out of or relating to this Agreement or any other document or instrument executed in connection herewith.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated next to their signatures.

BUYER:

MARATHON COUNTY

By: Jamie Polley
Name: Jamie Polley
Title: Director

Date of Execution: February 6th, 2020

SELLER:

CERES TIMBER, LLC

By: Vulcan Timber, LLC
Its: Sole Member

By: Timberland Investment
Resources, LLC
Its: Manager

[Signature]
By: Timothy J. Hartigan
Title: Authorized Representative
Date of Execution: February 7, 2020

Addresses for Notices:

SELLER:

Timberland Investment Resources, LLC
115 Perimeter Center Place, Suite 940
Atlanta, Georgia 30346
Attn: Christopher T. Mathis
Phone #: (404) 736-3486
FAX #: (404) 848-2006
E-mail: mathis@tirllc.com

With a copy to:

Timberland Investment Resources, LLC
115 Perimeter Center Place, Suite 940
Atlanta, Georgia 30346
Attn: Craig Seaman, CF
Phone #: (404) 736-3493
FAX #: (404) 848-2006
E-mail: cseaman@tirllc.com

BUYER:

Marathon County
Parks, Recreation and Forestry Department
Attn: Jamie Polly, Director-Purchasing Agent
212 River Drive, Suite 2
Wausau, Wisconsin 54403
Phone #: (715) 261-1584
E-Mail: tom.lovlien@co.marathon.wi.us

EXHIBIT A

Legal Description of the Real Property

(Note: legal description on deed to match the title insurance commitment.)

The South Half (S ½) of the Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Twenty-three (23), Township Thirty (30) North, Range Nine (9) East, Town of Hewitt, Marathon County, Wisconsin

Tax Parcel Nos.: 040-3009-231-0996, 040-3009-231-0997, and 040-3009-232-0996

AND

The South Half (S ½) of the Northeast Quarter (NE ¼) of Section Twenty-six (26), Township Thirty (30) North, Range Nine (9) East, Town of Hewitt, Marathon County, Wisconsin

Tax Parcel Nos.: 040-3009-261-0996 and 040-3009-261-0997

EXHIBIT B

Escrow Agent's Wiring Instructions & Contact Information

Wiring Instructions:

Bank: CCFBank
Location: Eau Claire, Wisconsin
Account of: Legends Title Services, LLC
ABA No.: 291880330
Account No.: 20041526
Reference: Ceres Timber, LLC sale to Marathon County, Marathon
County, WI

Contact Information:

Legends Title Services, LLC
2225 Brackett Avenue
Eau Claire, WI 54701
Attention: Brenda LaGesse
Phone: (715) 514-5748
FAX: (715) 514-3716
E-mail: brenda@legendstitle-service.com

EXHIBIT C

[Intentionally Omitted]

EXHIBIT D

Addendum to Deed

By accepting this Deed, Grantee accepts and agrees to the following additional terms:

A. **GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY**, it being the intention of Grantor and Grantee that the Property is being conveyed "AS-IS", in its present condition and state of repair and that Grantee has made or caused to be made such inspection of the Property as Grantee deems appropriate.

B. The following are, collectively, defined as the "Permitted Exceptions":

(i) liens for taxes and assessments (both general and special) and other governmental charges (including, without limitation, storm, sewer, drainage, and sanitary district assessments, if any, and special taxes and assessments, including severance and yield taxes, if any, under the Wisconsin Managed Forest Law program and/or the Wisconsin Forest Crop Law program, if applicable) which are not yet due and payable as of the date of this Deed;

(ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;

(iii) any rights of the United States of America, the State of Wisconsin or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;

(iv) title to that portion of the Property, if any, lying below the ordinary high-water mark, and in the waters of and airspace over, waters abutting or on the Property, including a pond, creek or stream;

(v) all easements, rights-of-way, licenses and other such similar encumbrances of record or which would be disclosed by an accurate survey or inspection of the Property;

(vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;

(vii) public or private rights, if any, in such portion of the Property as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes;

(viii) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds, claims of adverse possession or prescriptive easements, and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;

(ix) prior reservations or conveyances of mineral rights or mineral leases of every kind and character relating to subsurface and surface substances (including without limitation coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Property, together with all rights, privileges, and immunities relating thereto);

(x) any loss or claim due to lack of access to any portion of the Property;

(xi) any loss or claim due to any indefiniteness or uncertainty in the legal description of the Property; and

(xii) if applicable, all requirements and obligations under the Wisconsin Managed Forest Law program and/or the Wisconsin Forest Crop Law program (including, without limitation, penalties, withdrawal taxes and fees that may result if the Property is removed from either such program).

EXHIBIT E

LOCATION OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES FORESTERS

COUNTY	ADDRESS				PHONE
ADAMS	PO BOX 100	FRIENDSHIP	WI	53934	608-339-3386
ASHLAND	PO BOX 709	MELLEN	WI	54546	715-274-6321
BARRON	127 S FOURTH ST	BARRON	WI	54812-1638	715-637-6865
BAYFIELD	203 E BAYFIELD ST, PO BOX 545	WASHBURN	WI	54891	715-373-6165
BROWN & KEWAUNEE	2984 SHAWANO AVE.	GREEN BAY	WI	54313	920-662-5156
BUFFALO	COURTHOUSE, PO BOX 88	ALMA	WI	54610	608-685-6223
BURNETT	PO BOX 51	WEBSTER	WI	54893	715-866-8201
CALUMET, FOND DU LAC & WINNEBAGO	625 CTY RD Y SUITE 700	OSHKOSH	WI	54901	920-424-3056
CHIPPEWA	711 N BRIDGE	CHIPPEWA FALLS	WI	54729	715-726-7885
CLARK	400 HEWETT ST, RM 106	NEILLSVILLE	WI	54456-1924	715-743-5134
COLUMBIA	W7303 CO HWY CS	POYNETTE	WI	53955	608-635-8113
CRAWFORD	PO BOX 186	GAYS MILLS	WI	54631	608-735-4672
DANE	3911 FISH HATCHERY RD	FITCHBURG	WI	53711	608-275-3234
DODGE & JEFFERSON	N 7725 HWY 28 NORTH	HORICON	WI	53032	920-387-7884
DOOR	110 S NEENAH AVE	STURGEON BAY	WI	54235-2718	920-746-2880
DOUGLAS	9547 CTY HWY Y	GORDON	WI	54838	715-376-2299
DUNN	921 BRICKYARD RD	MENOMONIE	WI	54751	715-232-1516
EAU CLAIRE	PO BOX 4001	EAU CLAIRE	WI	54701	715-839-3782
FLORENCE	4842 FORESTRY DR	FLORENCE	WI	54121-9715	715-528-4400
FOREST	404 N LAKE	CRANDON	WI	54520	715-478-3717
GRANT	150 W ALONA LN, SUITE 3	LANCASTER	WI	53813	608-723-2397
GREEN	3911 FISH HATCHERY RD	FITCHBURG	WI	53711	608-275-3205
GREEN LAKE & MARQUETTE	363 CHURCH ST	MONTELLO	WI	53949	608-297-2888
IOWA	1500 N JOHNS ST	DODGEVILLE	WI	53533-2116	608-935-1917
IRON	5291 N STATE HOUSE CIRCLE	MERCER	WI	54547	715-476-7844
JACKSON	910 HWY 54 EAST	BLACK RIVER FALLS	WI	54615-9276	715-284-1432
JEFFERSON	N7725 STATE RD 28	HORICON	WI	53032	920-387-7884
JUNEAU	PO BOX 288	MAUSTON	WI	53948	608-847-9394
KENOSHA, RACINE & WALWORTH	9531 RAYNE RD, SUITE 4	STURTEVANT	WI	53177	262-884-2390
LA CROSSE	3550 MORMON COULEE RD	LA CROSSE	WI	54601	608-785-9007
LAFAYETTE	1900 ERVIN JOHNSON DR	DARLINGTON	WI	53530	608-776-3064
LANGLADE	223 E STEINFEST RD	ANTIGO	WI	54409-0310	715-623-4190
LINCOLN	101 EAGLE DR	MERRILL	WI	54452	715-536-2152
MANITOWOC	2220 E CTH V	MISHICOT	WI	54228-9467	920-755-4984
MARATHON	5301 RIB MOUNTAIN DR	WAUSAU	WI	54401	715-359-5863
MARINETTE	PO BOX 199	WAUSAUKEE	WI	54177	715-856-9152
MENOMINEE	PO BOX 670	KESHENA	WI	54135	715-799-3405
MILWAUKEE & WAUKESHA	S91 W39091 HIGHWAY 59	EAGLE	WI	53119	262-594-6209
MONROE	820 INDUSTRIAL DR, SUITE 4	SPARTA	WI	54656	608-269-6901
OCONTO	PO BOX 96	OCONTO FALLS	WI	54154	920-846-2980
ONEIDA	PO BOX 576	RHINELANDER	WI	54501	715-365-2634
OUTAGAMIE	3369 W BREWSTER ST	APPLETON	WI	54914	920-832-2747
OZAUKEE & WASHINGTON	3544 KETTLE MORAINES RD	HARTFORD	WI	53027	262-670-3404
PEPIN	PO BOX 39	DURAND	WI	54736	715-672-4153
PIERCE	PO BOX 428	ELLSWORTH	WI	54011	715-273-5525
POLK	941 MALLARD LN, RM 104	BALSAM LAKE	WI	54810	715-485-3518
PORTAGE	301 CEDAR ST WEST	STEVENS POINT	WI	54481	715-344-2752
PRICE	104 S EYDER AVE	PHILLIPS	WI	54555	715-339-3001
RICHLAND	26136 EXECUTIVE LN SUITE C	RICHLAND CENTER	WI	53581	608-647-8584
ROCK	2514 MORSE ST	JANESVILLE	WI	53545	608-743-4830
RUSK	N4103 STATE HWY 27	LADYSMITH	WI	54848-9309	715-532-3737
ST. CROIX	890 SPRUCE ST	BALDWIN	WI	54002	715-684-2914
SAUK	505 BROADWAY ST BLDG 2	BARABOO	WI	53913	608-355-4476
SAWYER	10220N STATE RD 27S	HAYWARD	WI	54843	715-634-9658
SHAWANO	647 LAKE AND RD	SHAWANO	WI	54166	715-526-4222
SHEBOYGAN	1155 PILGRIM RD	PLYMOUTH	WI	53073	920-892-8756
TAYLOR	660 WHELOCK ST	MEDFORD	WI	54451	715-748-4955
TREMPEALEAU	PO BOX 645	WHITEHALL	WI	54773	715-538-4480
VERNON	220 AIRPORT RD	VIROQUA	WI	54665	608-637-3784
VILAS	1861 HWY 45 NORTH	EAGLE RIVER	WI	54521	715-479-4771
WASHBURN	810 W MAPLE ST	SPOONER	WI	54801-1255	715-635-4086
WAUPACA	N2480 HARTMAN CREEK RD	WAUPACA	WI	54981	715-258-8432
WAUSHARA	427 E TOWER DR, SUITE 100	WAUTOMA	WI	54982	920-787-4686
WOOD	473 GRIFFITH AVE	WISCONSIN RAPIDS	WI	54494	715-421-7819

BUYER'S ADDENDUM A

1. Contingencies:

- a. This Agreement is contingent upon approval of this purchase, under the terms herein provided, by the Forestry/Recreation Committee, Environmental Resources Committee, Human Resources, Finance and Property Committee, and by the Board of Supervisors of the County of Marathon by specific resolution.
- b. This Agreement is contingent upon the BUYER's ability to obtain a Knowles-Nelson Stewardship grant of not less than \$186,995.00 from the Wisconsin Department of Natural Resources ("WDNR"). This contingency shall be satisfied by BUYER if it provides a copy of written evidence of approval by WDNR to SELLER prior to Closing. This Agreement shall be terminated if BUYER provides a copy of written evidence to the SELLER that WDNR has denied BUYER's application for Knowles-Nelson Stewardship Funding.

2. Additional Provisions.

- a. Consistent with Section 7 of the Agreement, at Closing, SELLER shall pay for a standard owner's policy of title insurance issued by Escrow Agent for the Real Property in the amount of the Purchase Price and any commitment or title exam fees associated with the title commitments and the title policy. BUYER shall pay all other title insurance premiums, fees, costs and expenses in connection with "extended coverage" if desired by BUYER, special assessment letters if desired by BUYER, "gap" coverage if desired by BUYER, any endorsements to said owner's policy desired by BUYER, other title insurance (including any title insurance required by BUYER's lender, if any) or further evidence of title that BUYER desires to obtain.
- b. Consistent with Section 9 of the Agreement, SELLER shall pay for any state property transfer taxes and will prepare the Deed.
- c. Consistent with Section 9 of the Agreement, BUYER shall pay all costs of recording and any MFL/FCL transfer or withdrawal fees.
- d. Consistent with Section 2(c) of the Agreement there is no financing contingency. BUYER is a political subdivision of the State of Wisconsin with taxing authority.
- e. SELLER understands that BUYER is not acquiring the property by condemnation. BUYER has not exercised or threatened to exercise its power of eminent domain. SELLER and BUYER both agree that this is a voluntary sale of property and that each party has acted in its own best interests in negotiating and carrying out this transaction.
- f. SELLER warrants ^{TL} ~~all~~ it will not intentionally harvest timber present on the ~~TL-property~~ Real Property from the Offer Date until the Closing Date or the date this Agreement is terminated or otherwise not accepted, whichever is sooner.

g. There is no earnest money involved in this transaction.

3. Leases.

To SELLER's Knowledge, there are no leases or licenses for timber rights, written or oral, entered into by SELLER during its ownership of the Real Property affecting all or any portion of the Real Property (provided, however, the foregoing representation expressly excludes any and all licenses, leases, or grants of any kind made by SELLER related to the Real Property's status as open MFL, those set forth on the title to the Real Property, and those, oral or written, to BUYER for ATV or trail access). "SELLER's Knowledge" (and any derivation thereof, whether or not capitalized) means the actual (and not the constructive) current knowledge, without any duty or obligation of additional inquiry, of Craig Seaman, Senior Investment Forester for Timberland Investment Resources, LLC (the manager of Ceres Timber, LLC).

4. Gratuities and Kickback.

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

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.



Hewitt



Township 30N - Range 9E

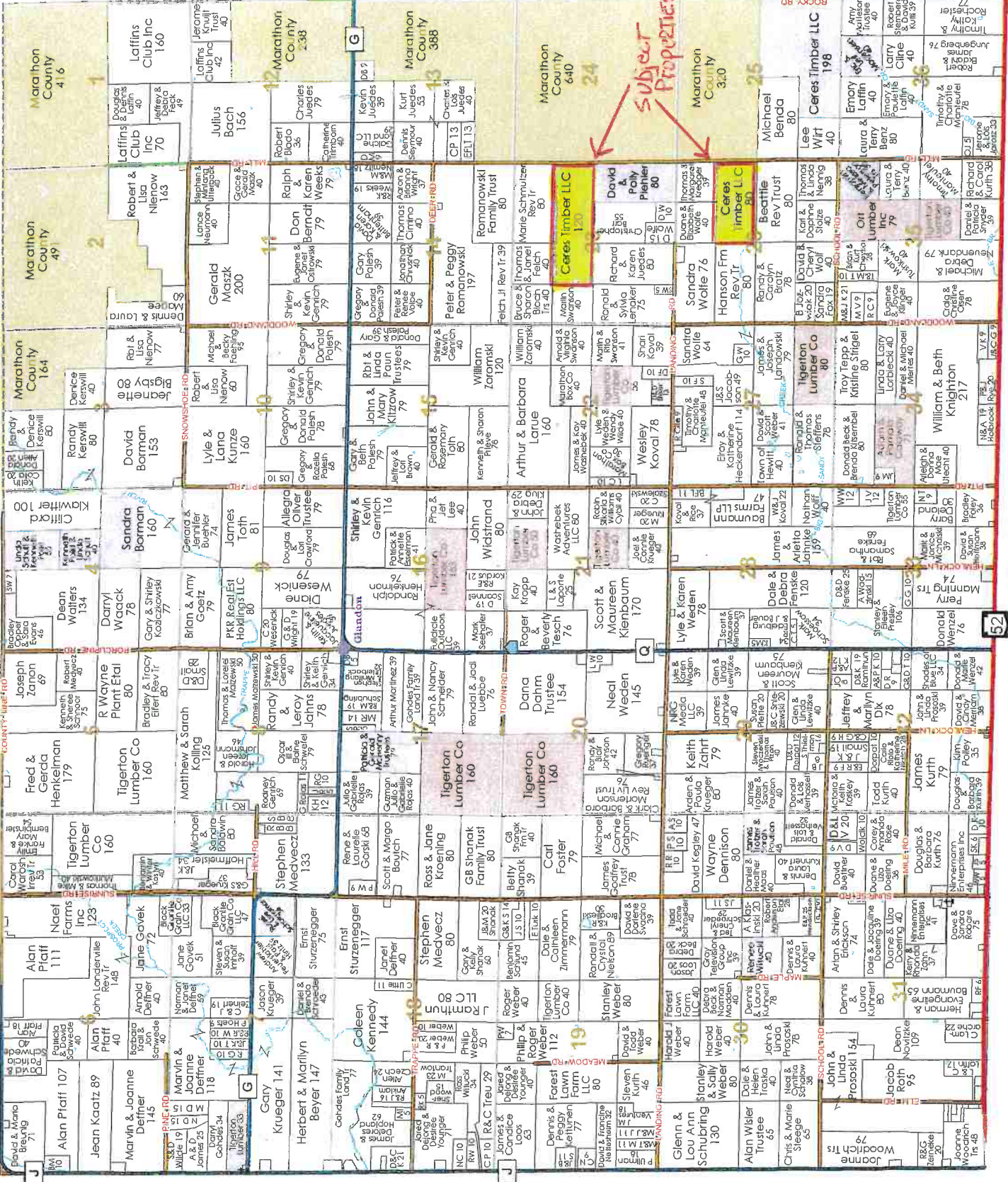
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SEE PAGE 97

10500 12100 13700 15300 CERES 16900 18500 20100 21700

LANGLADE COUNTY

LINCOLN COUNTY

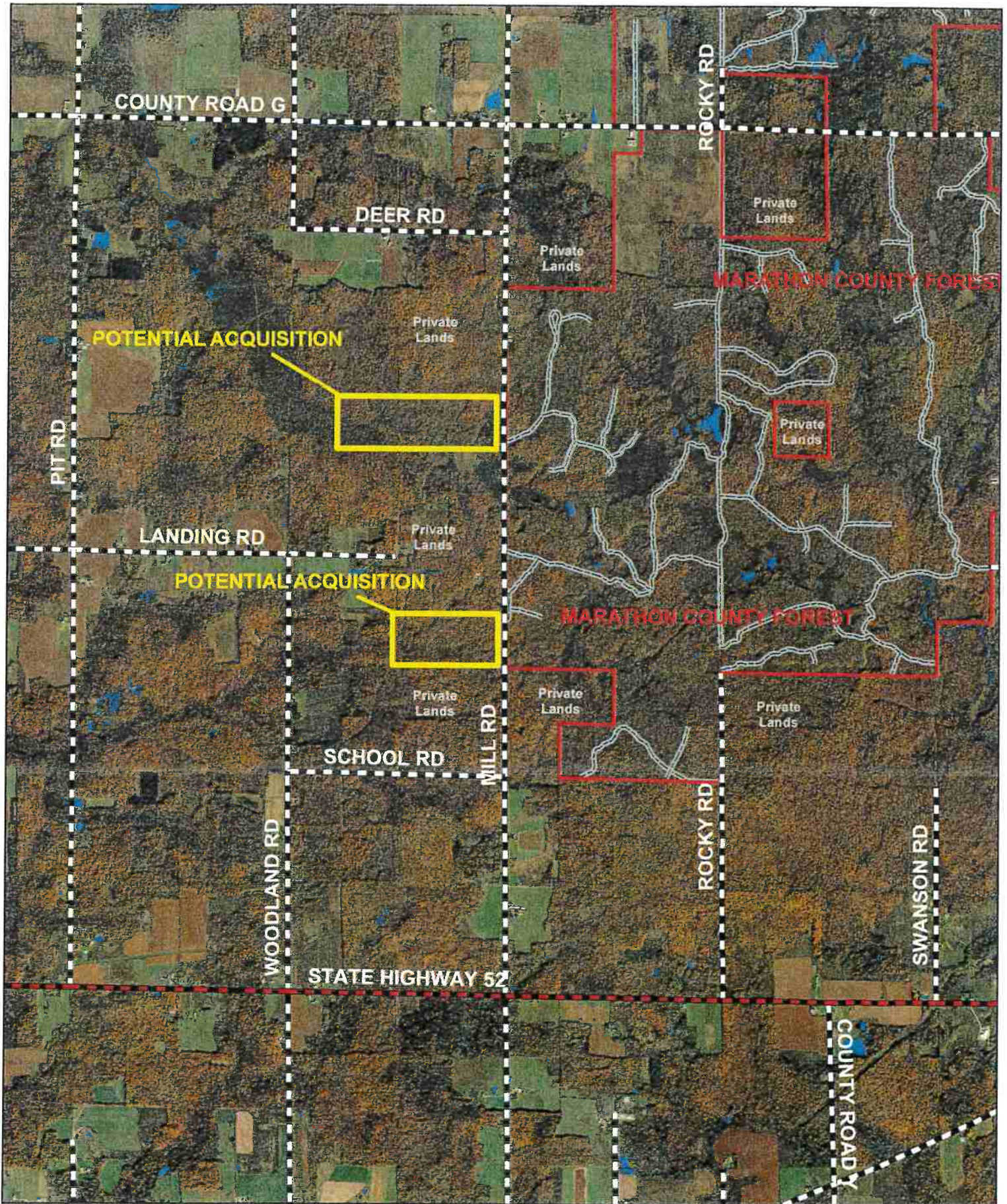


SEE PAGE 79

SEE PAGE 93

17200 15600 14000 12400 10800 9200 7600

Harrison-Hewitt Acquisition For County Forest



RESOLUTION #R-21-20

**Create 1 FTE Assistant Corporation Counsel Position
In the Corporation Counsel's Office Effective April 5, 2020**

WHEREAS, the Corporation Counsel's Office has identified an immediate need to create 1 full time Assistant Corporation Counsel position in order to fulfill new contractual obligations to North Central Community Services Programs (NCCSP) for legal services from the Marathon County Corporation Counsel's Office; and

WHEREAS, the Human Resources, Finance & Property Committee at their 03/09/2020 meeting approved the request to create 1 full time Assistant Corporation Counsel position to perform legal services for NCCSP; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Marathon does establish 1 FTE Assistant Corporation Counsel position in the Corporation Counsel's Office effective 04/05/2020 or the beginning of the first pay period following the approval of this resolution;

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

DATE: March 24, 2020

HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE

ESTIMATED FISCAL IMPACT STATEMENT: No Fiscal Impact to Marathon County Tax Levy. Cost of this new position will be covered by NCHC.

Marathon County Allocated Classification Listing

Revised 2/26/20

NOTE: The below steps are for payroll processing purposes (e.e. Step 1, Step 2, Step 3, etc.)

*Any employee earning less than \$684 weekly base salary (\$35,568 annual base salary) regardless of classification, will be classified as non-exempt.

Step 1 - Minimum

Step 4 - Between Control Point and Maximum

Step 2 - Between Minimum and Control Point

Step 5 - Maximum

Step 3 - Midpoint

Step 19 - Above Maximum

Hourly rates are calculated by dividing the annual salary by 2080 hours. Employees working less than 2080 hours annually will have their salary based on their annual scheduled work hours.

3% Adjustment To Maximum Rate Effective 1/12/2020

Class Title	FLSA Status	Payroll Occ Code	Working Titles	DBM Evaluation	Payroll System Pay Level	Step 1 Minimum Annual	Step 1 Minimum Hourly	Step 3 Control Point Annual	Step 3 Control Point Hourly	Step 5 Maximum Annual	Step 5 Maximum Hourly
Social Service Professional	Exempt-88 Exempt-88 Exempt-88 Exempt-88 Exempt-88 Exempt-88 Exempt-80	5404	Caregiver Support Coordinator - ADRC Court Diversion Coordinator Dementia Care Specialist - ADRC Disability Benefit Specialist - ADRC Elder Benefit Specialist - ADRC Resource Specialist - ADRC Social Worker - DSS Social Worker - Sheriff Jail Victim Witness Program Coordinator	C42	342	\$54,263	\$26.09	\$65,116	\$31.31	\$78,247	\$37.62
Assistant Corporation Counsel	Exempt-88	5191	Assistant Corporation Counsel	C42-Market	349	\$54,263	\$26.09	\$65,116	\$31.31	\$101,721	\$48.90
Accounting Professional	Exempt-88	5003	Accountant I Accountant II - Social Service Administration Officer - Highway	C43	343	\$57,311	\$27.55	\$68,772	\$33.06	\$82,640	\$39.73
Senior Deputy Medical Examiner	Exempt-88	5344	Chief Deputy Medical Examiner	C43	343	\$57,311	\$27.55	\$68,772	\$33.06	\$82,640	\$39.73
Senior Public Health Professional	Exempt	5354	Family Health & Communicable Disease Manager Manager of Public Health Emergency Preparedness Manager of Children & Youth with Special Health Care Needs	C43	343	\$57,311	\$27.55	\$68,772	\$33.06	\$82,640	\$39.73
Senior Social Service Professional	Exempt-88	5405	Benefits Specialist Supervisor - ADRC Social Worker / CCS Certification	C43	343	\$57,311	\$27.55	\$68,772	\$33.06	\$82,640	\$39.73
Assistant Law Enforcement & Corrections Manager	Exempt	5084	Juvenile Superintendent	C44	344	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Maintenance Manager	Exempt	5235	Assistant Airport Director Planning Operations Superintendent Project Superintendent	C44	344	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Quality Manager	Exempt-88	5410	Quality Manager - ADRC	C44	344	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Senior Accounting Professional	Exempt-88	5004	Accountant II - Finance Assistant Airport Director Finance Financial Systems Specialist	C44	344	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Risk Manager	Exempt	5381	Risk Manager	C45	345	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Resource Specialist Supervisor	Exempt	5414	Resource Specialist Supervisor - ADRC	C51	351	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Financial Supervisor	Exempt	5005	Financial Supervisor - DSS	C51	351	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Library Manager	Exempt	5325	Customer Service Manager Support Service Manager	C51	351	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Senior Operations Manager	Exempt	5059	Assistant Airport Director Operations & Maintenance Communications & Administrative Manager	C51	351	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Solid Waste Manager	Exempt	5343	Solid Waste Manager	C51	351	\$61,127	\$29.39	\$73,351	\$35.26	\$88,144	\$42.38
Administrative Manager	Exempt	5042	Administrative Officer - Health Administrative Officer - Park/Recreation/Forest Organizational Excellence Program Manager	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Communication Manager	Exempt	5073	Captain of Communication	C52	C52	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
County Forest Administrator	Exempt	5252	County Forest Administrator	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Court Commissioner	Exempt	5201	Staff Attorney / Court Commissioner	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Law Enforcement & Corrections Manager	Exempt	5085	Administration Captain Investigations Captain Jail Administrator Patrol Captain	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Medical Examiner	Exempt	5342	Medical Examiner	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Park & Recreation Manager	Exempt	5272	Customer Services Administrator Parks Operations Superintendent	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Planning Manager	Exempt	5134	Planning and Regulatory Program Manager	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Public Health Manager	Exempt	5355	Director of Chronic Disease Prevention Director of Environmental Health & Safety Nutrition Program Manager - ADRC	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55

Marathon County Allocated Classification Listing

Revised 2/26/20

NOTE: The below steps are for payroll processing purposes (e.e. Step 1, Step 2, Step 3, etc.)

*Any employee earning less than \$684 weekly base salary (\$35,568 annual base salary) regardless of classification, will be classified as non-exempt.

- Step 1 - Minimum
- Step 2 - Between Minimum and Control Point
- Step 3 - Midpoint
- Step 4 - Between Control Point and Maximum
- Step 5 - Maximum
- Step 19 - Above Maximum

Hourly rates are calculated by dividing the annual salary by 2080 hours. Employees working less than 2080 hours annually will have their salary based on their annual scheduled work hours.

3% Adjustment To Maximum Rate Effective 1/12/2020

Class Title	FLSA Status	Payroll Occ Code	Working Titles	DBM Evaluation	Payroll System Pay Level	Step 1 Minimum Annual	Step 1 Minimum Hourly	Step 3 Control Point Annual	Step 3 Control Point Hourly	Step 5 Maximum Annual	Step 5 Maximum Hourly
Social Service Manager	Exempt	5406	Business Manager Child Support Program Supervisor IM Consortium Manager Justice System Alternatives Coordinator Regional Supervisor / Quality Manager - ADRC Regional Supervisor / Community Resources Manager - ADRC Social Work Supervisor	C52	352	\$65,702	\$31.59	\$78,843	\$37.91	\$94,742	\$45.55
Deputy Corporation Counsel	Exempt	5192	Deputy Corporation Counsel	C52-Market	359	\$91,449	\$43.97	\$109,739	\$52.76	\$131,869	\$63.40
Emergency Management Director	Exempt	5452	Emergency Management Director	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Facilities & Capital Management Assistant Director	Exempt	5238	Facilities & Capital Management Assistant Director	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Senior CPZ Manager	Exempt	5103	Conservation Program Manager	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Senior Park & Recreation Manager	Exempt	5273	Assistant Director Parks, Recreation & Forestry	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Senior Public Health Manager	Exempt	5356	Director of Family Health & Communicable Disease Director of Nutrition & Wellness - ADRC	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Senior Social Service Manager	Exempt	5407	Child Welfare Manager Fiscal Services Manager Resource Services Director - ADRC Support Program Manager Veterans Services Officer	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Solid Waste Management Director	Exempt	5453	Solid Waste Management Director	D61	461	\$66,738	\$32.09	\$83,422	\$40.11	\$103,109	\$49.57
Chief Deputy	Exempt	5454	Chief Deputy	D63	463	\$72,587	\$34.90	\$90,735	\$43.62	\$112,148	\$53.92
Conservation, Planning, Zoning Director	Exempt	5455	Conservation, Planning, Zoning Director	D63	463	\$72,587	\$34.90	\$90,735	\$43.62	\$112,148	\$53.92
Library Director	Exempt	5456	Library Director	D63	463	\$72,587	\$34.90	\$90,735	\$43.62	\$112,148	\$53.92
Airport Director	Exempt	5062	Airport Director	D64	464	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Facilities & Capital Management Director	Exempt	5457	Facilities & Capital Management Director	D64	464	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Highway Commissioner	Exempt	5458	Highway Commissioner	D64	464	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Senior Court Commissioner	Exempt	5202	Judicial Court Commissioner	D64	464	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Finance Director	Exempt	5464	Finance Director	D65	465	\$80,644	\$38.77	\$100,806	\$48.46	\$124,595	\$59.90
HR Director	Exempt	5459	Employee Resources Director	D65	465	\$80,644	\$38.77	\$100,806	\$48.46	\$124,595	\$59.90
Health Officer	Exempt	5462	Health Officer	D71	471	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Parks, Recreation, Forestry Director	Exempt	5463	Parks, Recreation, Forestry Director	D71	471	\$76,252	\$36.66	\$95,314	\$45.82	\$117,809	\$56.64
Executive Director - ADRC-CW	Exempt	5465	Executive Director - ADRC-CW	D72	472	\$80,644	\$38.77	\$100,806	\$48.46	\$124,595	\$59.90
Social Services Director	Exempt	5466	Social Services Director	D72	472	\$80,644	\$38.77	\$100,806	\$48.46	\$124,595	\$59.90
Corporation Counsel	Exempt	5193	Corporation Counsel	D64-Market	479	\$106,601	\$51.25	\$133,252	\$64.06	\$164,698	\$79.18
Deputy County Administrator	Exempt	5482	Deputy County Administrator	E81	581	\$81,065	\$38.97	\$105,384	\$50.67	\$133,594	\$64.23
County Administrator	Exempt	5483	County Administrator	E92	592	\$94,437	\$45.40	\$122,768	\$59.02	\$155,633	\$74.82
Court Security Deputy Effective 1/13/19 (1) and (2)	Non-Exempt	1003	(1) Sheriff's Department will monitor hours worked to determine when the employee would qualify for a pay increase (2) Hourly rates will increase by the % base changes by the Deputy Association's labor agreement.					Effective Date	1/12/2020	1/10/2021	7/11/2021
								Starting	\$19.96	\$20.36	\$20.77
								After 1500 hours Worked	\$22.62	\$23.07	\$23.53
								After 2500 Hours Worked	\$23.95	\$24.43	\$24.92
								After 5000 Hours Worked	\$25.29	\$25.80	\$26.32

RESOLUTION #R-24-20

REORGANIZATION OF THE REGISTER OF DEEDS OFFICE

WHEREAS, the Register of Deeds Office has identified an opportunity to reorganize the department due to an vacancy that will result in improved efficiencies within the department; and

WHEREAS, the department submitted a proposal to abolish 2.0 FTE Administrative Assistant positions (one vacant previously under filled at .625 FTE) and create 1 FTE Administrative Specialist position to Employee Resources for consideration; and

WHEREAS, the request for reorganization of the Register of Deeds Office was referred to the Human Resources, Finance and Property Committee for review, pursuant to §4.20 of the General Code of Ordinances for Marathon County; and

WHEREAS, the Human Resources, Finance and Property Committee has reviewed the proposed new structure at their meeting on 3/9/2020, and recommends its adoption.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Marathon does ordain the following and approves the implementation of the reorganization as follows:

- (1) A. Abolish 2.0 FTE Administrative Assistant (PCN 24105 & 24107 under filled .625 FTE)
B. Create one full-time Administrative Specialist position (NEW PCN)
- (2) Effective 04/05/2020 or the beginning of the first pay period following the approval of this resolution.

DATED: March 24, 2020

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

_____	_____
_____	_____
_____	_____

ESTIMATED FISCAL IMPACT STATEMENT: \$15,190 savings.

APPENDIX B
NEW OR EXPANDED POSITION REQUEST

I. GENERAL INFORMATION

Department: Register of Deeds

Date: February 24, 2020

Position Requested: Administration Specialist
(If unsure of classification, indicate "To be determined")

FT PT FTE _____%

Number of Positions: _____

Division Position Will Be Assigned To: _____
(Indicate NA if not applicable)

Projected Start Date of Position: As soon as Reorg Approved. Priority Number of This Position: 1
and position can be filled.

II. FULL EXPLANATION OF NEED FOR POSITION (See attached REORGANIZATION REQUEST)

- A. Is this position request compatible with the County's mission statement?
- B. What is your department's mission statement and how does position support this mission and/or department strategic plan?
- C. Indicate reasons for asking for position including purpose of position, applicable workload data and trends, etc. **plus attach relevant supporting data.** If more than one position of the same classification is being requested, also justify the number requested.
- D. What benefit will the position provide to the County? How does the position improve/enhance customer service and/or address community needs?
- E. Indicate any alternatives to creating this position that were considered and why you still chose to request the position?
- F. What will be the effect if the proposed position is not created?
- G. What criteria will you use to monitor the effectiveness and performance of the position. (Increasing revenues, improved customer service, decreasing costs, enhancing services, etc?)

III. SPECIFIC DUTIES OF NEW POSITION

- A. List the specific duties position will perform plus the approximate percentage of time to be spent on each duty.
- B. Could another County department use the expertise of this position? OR could you use the expertise of another department to meet your needs? Why or why not?
- C. If the work is currently being done by the County, how is it being accomplished (contract basis, temporary help, current employee, etc.)? Why is this arrangement no longer acceptable?

IV. POSITION COSTS AND FUNDING SOURCES

- A. What is the anticipated total cost of this position? (Include salary; benefits; office space, remodeling, furniture, and equipment; travel; and other applicable costs.)

- B. Explain specifically how position will be funded.

Would result in cost savings.

Amount of County tax levy: _____ 0 _____

% of total costs: _____

Amount of any outside funding: 0 % of total costs: _____

Source of outside funding: _____

Length of outside funding: _____

Likelihood of funding renewal: _____

Would this outside funding be used to offset the levy if not used for this position? _____

- C. Will the proposed position allow your department to increase revenues or decrease expenditures beyond the cost of the position? If yes, how?
- D. Does the proposed position provide preventive services that will lead to cost avoidance or more extensive services in the future? OR Can the proposed position be justified as an investment with future benefits to the County greater than the cost of the position? If yes, how?
- E. Can the position costs be offset by eliminating or reducing a lower priority function? If yes, explain.

V. COMMITTEE OF JURISDICTION

What is the recommendation of the committee of jurisdiction?

NOTE: An updated or new Position Description Questionnaire (PDQ) may be necessary to complete the job evaluation process.

Signature of Supervisor/Manager Completing Request

Date

Dean Stratz
Department Head Signature

2/21/2020
Date

REGISTER OF DEEDS – DEPARTMENT REORGANIZATION

February 24, 2020

Full Explanation of Need for Position:

Abolish 2.0 FTE Administrative Assistant positions (one under-filled at .625FTE) and Create 1.0 FTE Administrative Specialist position.

The Register of Deeds office continues to strive to provide excellent customer service and improve efficiencies with in our office. Since taking over the office in 2017, we have reduced the number of employees needed to operate in the department by reassigning duties, cross training, and even under-filling vacancies as they occurred. When I appointed my deputy I combined the duties with those of the accounting position and the accounting position was eliminated. FTE's in the department when I took over was 7.5. With this reorganization, I am proposing operating with 5.0 FTE's.

We currently have a vacancy of an Administrative Assistant. After careful analysis of the duties and responsibilities of the position, we are requesting that we upgrade the position to an Administrative Specialist, to be consistent with the other positions in the department performing the same duties. This will also ensure that we attract a candidate to perform at the level needed in the department. It is important to upgrade this position as a specialist to optimize customer service and staff cross-training.

Staff in the Register of Deeds office, are now helping with registering marriages; assisting the public with record searches; indexing recorded documents; assisting with daily balancing of the cash drawer among answering more detailed questions by the public. By having staff perform these additional duties within the office has allowed our small office to provide excellent customer service to not only our external but internal customers. We have over a year's worth of surveys which support the excellent service our staff provide.

The number of vital records has increased over the years. In addition, we now have the ability to produce birth and marriage certificates for anyone born in Wisconsin as opposed to events occurring in Marathon County only. We also can produce death and divorce certificates if the event happened in 2013/2016 respectively.

By upgrading the current vacancy and filling it at the Administrative Specialist level, we would also be able to abolish the only remaining Administrative Assistant position. We propose abolishing two positions (PCN24107 was under-filled at .625 FTE and PCN24105 current FT employee in this role) and creating one new Full-time position at the Administrative Specialist level (NEW PCN)

This reorganization will result in a cost savings of approximately \$15,190. It also will boost morale in the department, as each employee will be able to perform all of the duties of an Administrative Specialist, giving us more flexibility in the department and internal equity among co-workers and the team.

SPECIFIC DUTIES OF ADMINISTRATIVE SPECIALIST: (Job Description Attached)

This position will provide the following as with the other specialist within the office:

- Recording Documents
- Recording WI Department of Revenue receipts
- Registering Marriage Licenses
- Registering Deaths
- Producing vital records
- Balancing daily cash drawer
- Imaging
- Receipting
- Answering telephone
- Assisting internal and external customers with searches
- Returning documents
- Requesting changes to vital records
- Tract indexing

Administrative Specialist
Clerical Assistant II
Payroll Occ Code: 5022 (53)
FLSA: Non-Exempt
Reports to: Assistant Register of Deeds

POSITION SUMMARY:

Full-time position in the Marathon County Register of Deeds' Office. This position provides service to customers to internal and external customers. Some of the duties include processing vital records including birth, marriage, divorce, and death applications, veteran records, real estate documents, and other forms administered by this office. The individual hired must be dependable, flexible, well organized, have excellent communication and interpersonal skills, be customer service focused, team oriented, and able learn a variety of office functions.

QUALIFICATIONS:

High school graduation or equivalent. One year general office or administrative support experience required. A vocational diploma or associate's degree in a related field may substitute for the experience. Familiarity with real estate and other legal records desirable. Other combinations of education and experience may be considered.

NECESSARY SPECIAL QUALIFICATIONS: Possession of a driver's license and a driving record that meets County standards; OR ability to obtain reliable transportation.

EXAMPLES OF WORK PERFORMED:

The following duties are typical for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Reviews and records submitted real estate documents and supporting materials.
- Performs data entry and other computer work using LandLink and Ascent programs; compiles real estate data as needed.
- Accepts customers' payments or application for a wide variety of real estate and vital records under limited supervision where a complete understanding of the entire procedure is required; keeps records in accordance with state statutes.
- Answers the phone and assists customers visiting the Register of Deeds' office providing services related to office functions.
- Copies, sorts, collates, and mails real estate records.
- May calculate and process bank deposits of daily office receipts.
- Operates varied office equipment such as computers, fax machines, scanners, etc.
- Develops solutions to work issues that add value for our customers.
- Participates in establishing professional development goals that are supportive of broader County goals.
- Provides public information and customer service for a wide variety of services requiring in-depth understanding.
- Indexes and files official documents including vital records and legal documents such as deeds and mortgages that convey a financial interest.
- Maintains regular and predictable attendance; works extra hours as required.
- Performs related work as required.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of general office procedures and standard recordkeeping procedures.
- Knowledge of correct grammar and spelling.
- Skill in completing basic arithmetical computations and keeping a variety of records.

- Skill in various computer applications. Ability to quickly learn new software applications. Basic knowledge of computer functions and operations.
- Ability to learn multiple step clerical procedures.
- Ability to work rapidly with records and documents free of error.
- Ability to follow established procedures in an orderly and logical manner and stick to prescribed routines without frequent supervision or specific assignment.
- Ability to understand and follow written and oral instructions.
- Ability to establish and maintain effective working relationships with other employees and the public.
- Ability to concentrate on moderately routine work and work free of error in certain repetitive tasks requiring a high degree of accuracy.
- Ability to maintain confidentiality.
- Understands the County's and department's mission, core values, plans, and priorities for the future.
- Ability to contribute to a positive work culture that fosters excellent customer service and teamwork.

COMPENSATION:

Salary Range B21

SELECTION PROCEDURE:

Selection of the successful candidate may be made by assessment of experience and education, criminal record check, oral interview; review of references, written background inventory, and other appropriate job-related selection procedures. All applicants will be notified as to the status of their application

Register of Deeds - Reorganization

Abolish .625 Admin Asst and FT Admin Asst and Create Full time Admin Specialist.

2020 BUDGET PLANNING - NEW POSITION COST

Item	Projected 2020 Rates	Minimum	Mid-Point	Maximum
A12 at .625 FTE		\$17,484	\$20,106	\$23,411
Health - Family		\$0	\$0	\$0
Dental - Family		\$0	\$0	\$0
FICA Retirement Rate	6.20%	\$1,084	\$1,247	\$1,451
FICA Medicare Rate	1.45%	\$254	\$292	\$339
Unemployment Insurance	0.10%	\$17	\$20	\$23
Retirement - Employer	6.75%	\$1,180	\$1,357	\$1,580
Worker's Comp - Clerical	0.08%	\$14	\$16	\$19
PEHP	\$21	\$546	\$546	\$546
Total Estimated Cost for .625 FTE:		\$20,579	\$23,584	\$27,369

Item	Projected 2020 Rates	Minimum	Mid-Point	Maximum
DBM A12 at Full-time		\$27,975	\$32,170	\$37,458
Health - Family	\$1,766.22	\$21,195	\$21,195	\$21,195
Dental - Family	\$60.32	\$724	\$724	\$724
FICA Retirement Rate	6.20%	\$1,734	\$1,995	\$2,322
FICA Medicare Rate	1.45%	\$406	\$466	\$543
Unemployment Insurance	0.10%	\$28	\$32	\$37
Retirement - Employer	6.75%	\$1,888	\$2,171	\$2,528
Worker's Comp - Clerical	0.08%	\$22	\$26	\$30
PEHP	\$21	\$546	\$546	\$546
Total Estimated Cost for 1 FTE:		\$54,518	\$59,325	\$65,383
Abolish both Administrative Assistant Position		\$75,097	\$82,909	\$92,752

Create New Administrative Specialist Position:

Item	Projected 2020 Rates	Minimum	Mid-Point	Maximum
DBM B21		\$33,613	\$39,495	\$46,738
Health - Family	\$1,766.22	\$21,195	\$21,195	\$21,195
Dental - Family	\$60.32	\$724	\$724	\$724
FICA Retirement Rate	6.20%	\$2,084	\$2,449	\$2,898
FICA Medicare Rate	1.45%	\$487	\$573	\$678
Unemployment Insurance	0.10%	\$34	\$39	\$47
Retirement - Employer	6.75%	\$2,269	\$2,666	\$3,155
Worker's Comp - Clerical	0.08%	\$27	\$32	\$37
PEHP	\$21	\$546	\$546	\$546
Total Estimated Cost for 1 FTE:		\$60,979	\$67,719	\$76,018
Estimated Cost SAVINGS:		\$14,118	\$15,190	\$16,734

Resolution #R-25-20
Establish Salaries For County Clerk, Register of Deeds and Treasurer
Elected Department Heads for Their Upcoming Term of Office

WHEREAS, pursuant to Wis. Stat. § 59.22(1), the Board must establish the annual compensation for services to be paid to certain county elected officials prior to the earliest time for filing nomination papers for county elective offices; and

WHEREAS, it is the recommendation of the Human Resources Committee that the compensation for the County Clerk, Register of Deeds and Treasurer be set consistent with the classification and compensation system in place since 2013; and

WHEREAS, the Human Resources Committee at their March 9, 2020 meeting decided to recommend the salaries for the County Clerk, Register of Deeds and Treasurer be set at the midpoint (market rate) of their respective pay level for the next 4-year term (2021, 2022, 2023, and 2024); and

WHEREAS, in the event the respective mid-point salary does not change in a given year, the incumbents will receive a lump sum payment equal to the County Board adopted percentage wage increase for that year. The lump sum payment will be paid when other County employees receive their discretionary performance pay increases; and

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

- (1) To announce the following annual salaries for elected department head positions with the intent to provide their positions with the midpoint annual salary of their respective pay level in 2021, 2022, 2023, and 2024:

	<u>2021 Salary</u>
County Clerk (D61)	\$83,422
Treasurer (C44)	\$73,351
Register of Deeds (C43)	\$68,772

- (2) Authorize the County Clerk to issue checks pursuant to this resolution and the County Treasurer to honor said checks.

DATE: March 24, 2020

Human, Finance and Property Resources Committee

FISCAL IMPACT STATEMENT – \$2,618 increase based on estimated 3% lump sum in 2021

Elected Department Heads Costing For County Clerk, Register of Deeds and Treasurer

	Salary	Benefits Rates	2020	2021	
County Clerk					
Salary - D61			\$83,422	\$83,422	
2% Lump Sum Adjustment			\$1,668		
Estimated 3% Lump Sum Adjustment				\$2,503	
Estimated Annual Earnings			\$85,090	\$85,925	
Social Security		7.65%	\$6,509	\$6,573	
Retirement - Elected		6.75%	\$5,744	\$5,800	
Worker's Comp - Clerical		0.08%	\$68	\$69	
Total			\$97,412	\$98,367	
Additional Increase					\$955
Register of Deeds					
Salary - C43			\$68,772	\$68,772	
2% Lump Sum Adjustment			\$1,375		
Estimated 3% Lump Sum Adjustment				\$2,063	
Estimated Annual Earnings			\$70,147	\$70,835	
Social Security		7.65%	\$6,509	\$6,573	
Retirement - Elected		6.75%	\$5,744	\$5,800	
Worker's Comp - Clerical		0.08%	\$68	\$69	
Total			\$82,469	\$83,277	
Additional Increase					\$809
Treasurer					
Salary - C44			\$73,351	\$73,351	
2% Lump Sum Adjustment			\$1,467		
Estimated 3% Lump Sum Adjustment				\$2,201	
Estimated Annual Earnings			\$74,818	\$75,552	
Social Security		7.65%	\$6,509	\$6,573	
Retirement - Elected		6.75%	\$5,744	\$5,800	
Worker's Comp - Clerical		0.08%	\$68	\$69	
Total			\$87,139	\$87,993	
Additional Increase					\$854
Total Estimated Increase					\$2,618

Resolution #R-26-20

ADOPT THE 2020 ADMINISTRATION WORK PLAN

WHEREAS, the County Board Rules calls for the formal adoption of a work plan of the County Administrator; and

WHEREAS, the work plan clarifies priorities of work, establishes timelines and sets some performance standards; and

WHEREAS, the Executive Committee met on two occasions to better determine work priorities; and

WHEREAS, at their March meeting the Executive Committee approved the work plan as attached and moved to recommend the plan for adoption by the County Board of Supervisors.

NOW THEREFORE, BE IT RESOLVED, that the Marathon County Board of Supervisors adopt the attached County Administration 2020 Plan of Work.

Dated this 24th day of March, 2020.

EXECUTIVE COMMITTEE

_____	_____
_____	_____
_____	_____
_____	_____

Fiscal Impact: No fiscal impact



COUNTY ADMINISTRATION 2020 WORK PLAN – Prioritized by Executive Committee

Activity	What We have Already Done	Outcomes	Time Line	Dependencies	Progress
1. Continue Renovation of NCHC Campus	<ul style="list-style-type: none"> ▪ Construction of pool, CBRF, Youth Hospital, Nursing Home underway ▪ Contractor retained for construction of nursing home tower 	<ul style="list-style-type: none"> ▪ NCHC in position to service debt at time of first payment ▪ Campus renovated in a way that 	<ul style="list-style-type: none"> ▪ Construction complete on NCHC occupied portion of building by March 2022. ▪ Aquatic therapy pool opens by Q2 of 2020 with a Grand Opening ▪ CBRF and Youth Hospital 2020 openings ▪ 18 month construction period on tower ▪ DSS transition from current location to campus complete by September 2023 	<ul style="list-style-type: none"> ▪ General construction dependencies 	
A. Revise NCHC Lease and Facility Use Agreement	<ul style="list-style-type: none"> ▪ Met with auditors (NCHC & County) to discuss changing accounting rules to incorporate into document ▪ Have draft lease and use agreement (90% complete) 	<ul style="list-style-type: none"> ▪ Lease that incorporates debt service payments into occupancy of building, while also ensuring that expectations on debt service are reasonable from NCHC financial perspective 	<ul style="list-style-type: none"> ▪ Signed lease in place by June 1, 2020 		
B. Complete planning for DSS move to NCHC Campus	<ul style="list-style-type: none"> ▪ Identified DSS as most appropriate department to occupy space vacated by NCHC 	<ul style="list-style-type: none"> ▪ Increased efficiency of operations ▪ Improved coordination for clients seeking service ▪ Improved coordination between DSS and Community Programs 	<ul style="list-style-type: none"> ▪ Construction/remodel complete by May 2023 ▪ Transition staff by September 2023 	<ul style="list-style-type: none"> ▪ Allocation of funding for DSS transition ▪ Construction dependencies, including permit approval 	
2. Create a long term facilities plan.	<ul style="list-style-type: none"> ▪ Commenced NCHC project ▪ Completed significant Jail project ▪ Participated in South Riverfront Master Plan with City, WPS, and other stakeholders ▪ Have identified an opportunity and need to move the Highway, Parks, CPZ and other potential departments 	<ul style="list-style-type: none"> ▪ Policy-makers prioritize projects and align around a time line for addressing each. 	<ul style="list-style-type: none"> ▪ Initial High level facilities plan complete by December 2020 <ul style="list-style-type: none"> – Plan will need to be updated periodically with information from subordinate facility plans referenced below ▪ Plan will identify time-line for subordinate facility planning and construction projects 		
A. Complete Acquisition of property adjacent to Marathon County Courthouse pursuant to 2012 Courthouse Master Plan	<ul style="list-style-type: none"> ▪ Completed the 2012 Master Plan for the Courthouse Property ▪ Obtained appraisal of one adjacent property in 2019 ▪ Engaged in discussions with property owner and continued discussions with HR, Finance & Property Committee relative to appropriate purchase price and ongoing property occupancy 	<ul style="list-style-type: none"> ▪ Acquire property ▪ Update Master Plan due to potential of 6th circuit court judgeship and ongoing facility consolidation planning 	<ul style="list-style-type: none"> ▪ Acquire property by June 1, 2020 ▪ Complete lease for continued occupancy by June 1, 2020 ▪ Update Courthouse Facility Master Planning, begin effort in 2021, complete effort by December 2022. 	<ul style="list-style-type: none"> ▪ Identification of funding source for acquisition of property ▪ Identification of funding source for Master Planning in 2021 budget 	

3. Update the Westside Masterplan	<ul style="list-style-type: none"> ▪ Met with UWSP leadership to better understand need for improved student housing ▪ Purchased property adjacent to current highway department set forth in previous Westside Plan ▪ Funded Sports Development Study – potential location for indoor facility within existing county-owned property 	<ul style="list-style-type: none"> ▪ Comprehensive plan relative to property that considers the future needs of the park, UW property, and stakeholders in developing 30-50 year vision for the property 	<ul style="list-style-type: none"> ▪ Funding for the updated Master Plan to be identified in the 2021 budget process ▪ RFP for Master Plan to be prepared and ready for release in January 2021 	<ul style="list-style-type: none"> ▪ Allocation of funding for planning ▪ Completion of Housing study or sufficient information from UW to inform plan ▪ Indoor Sports Facility – identification of whether the facility should be sited within Westside Master Plan property ▪ Acquisition of property for multi-department (Highway/Parks/CPZ) facility and relocation of county staff 	
A. Acquire Property for Multi-Department (Highway/Parks/CPZ) Facility	<ul style="list-style-type: none"> ▪ Completed study and assessment of properties in greater metro area ▪ Previously reached purchase agreement with property owner 	<ul style="list-style-type: none"> ▪ Consolidate heavy equipment maintenance operation ▪ Consolidate Park management and Park Operations ▪ Co-locate departments with significant adjacencies ▪ Reduce number of stand-alone facilities ▪ Re-develop or divest vacated department property 	<ul style="list-style-type: none"> ▪ September 2020 	<ul style="list-style-type: none"> ▪ Identify suitable property at reasonable cost for facility, reach purchase agreement with property owner, and approval of purchase by County Board. ▪ Requisite zoning modifications and site suitability must be obtained prior to purchase 	
4. Open an Additional Police Communications Channel	<ul style="list-style-type: none"> ▪ 4 of 6 necessary positions have been created 	<ul style="list-style-type: none"> ▪ Police communications operate to enhance officer and public safety. 	<ul style="list-style-type: none"> ▪ Fund 2 new positions in 2021 budget, for hiring beginning in 2021 		
A. Update Dispatch Handling System and Facility	<ul style="list-style-type: none"> ▪ Updated Radio Maintenance Contract and radio console dispatching service ▪ Improve NG911 Readiness ▪ RFP for communications center furniture (expansion of consoles from 8 to 12) 	<ul style="list-style-type: none"> ▪ Reliable dispatch and radio communications ▪ Redundant radio communication system ▪ Brick-and-mortar backup dispatch facility at NCHC 	<ul style="list-style-type: none"> ▪ Existing dispatch area remodel to be complete in May 2020 ▪ Redundant system is multi-year project ▪ NCHC back up facility completion in connection with NCHC renovation – March 2023 	<ul style="list-style-type: none"> ▪ Need to identify sustainable funding strategy for radio system upgrades 	
5. Develop a Compensation Policy for advancing top performers quickly to mid-point	<ul style="list-style-type: none"> ▪ Created strong culture of Pay-for-Performance within staff and management ▪ Dept. Heads and the CWA Board have expressed frustration with underfunding of the performance-based pay plan 	<ul style="list-style-type: none"> ▪ Improved ability to attract and retain top-tier talent ▪ Sustainable compensation funding for top-performing employees 	<ul style="list-style-type: none"> • Incorporate funding plan into 2021 budget process 	<ul style="list-style-type: none"> • Identified funding sources • Significant efficiencies realized through IDEAS Academy • Controlled/sustainable workforce growth 	
6. Expand Broadband to underserved communities	<ul style="list-style-type: none"> • Secured Broadband Assessment and Plan in January of 2020 • Allocated \$54,000 in 2020 budget for continued work • Engaged providers with plan • Engaged Greater Wausau Prosperity Partnership leadership 	<ul style="list-style-type: none"> • To be determined by policy makers 	<ul style="list-style-type: none"> • To be determined by policy makers 	<ul style="list-style-type: none"> • Allocation of requisite funding • Allocation of requisite staff resources 	
7. Complete a Criminal Justice System Study		<ul style="list-style-type: none"> • Identify potential avenues for increased efficiency and revenues and opportunities to implement best practices in Justice System (Clerk of Courts, Judicial System, District Attorney's Office, Sheriff's Office) 	<ul style="list-style-type: none"> • Develop scope of study and plan of action by July 1, 2020 (this document will clarify deliverables, set future timelines for work completion and identify projected budget) 	<ul style="list-style-type: none"> • Allocation of funding in Q3/4 of 2020 or 2021 budget for completion of project 	

8. Develop a sustainable strategy for funding Capital Improvements	<ul style="list-style-type: none"> Implemented a revenue “set-aside” policy relative to rental income to fund upgrades within spaces leases to non-county entities (Department of Corrections, Special Education) 	<ul style="list-style-type: none"> Standard budgeting practices that allow us to perform all necessary routine maintenance on building infrastructure and components Budget planning practices that forecast necessary technology system upgrades and/or replacements (ERP, law enforcement technology, emergency dispatch radio systems, land records, etc.) 	<ul style="list-style-type: none"> Work to develop practices for implementation in the 2022 budget 	<ul style="list-style-type: none"> Identification of staff capacity (see item A. below) 	
A. Evaluate the need to restructure the Finance Department to provide for a Budget Analyst Position to improve County Budgeting		<ul style="list-style-type: none"> Improved budget forecasting expertise Further integrate Priority-Based Budgeting into our annual budget process 	<ul style="list-style-type: none"> Complete feasibility assessment and planning by 2021 budget 		
B. Cost Recovery Strategy – develop a common methodology for determining service costs and implement a schedule for the updating of charges/fees		<ul style="list-style-type: none"> Improved cost recovery for services we provide Increased consistency of cost recovery practices 	<ul style="list-style-type: none"> Strategy to be developed in 2021 by budget analyst (see item A. above) 	<ul style="list-style-type: none"> Approval of creation of budget analyst position in 2021 budget 	
9. Develop Outcome-based contracts for five (5) non-profits identified in the 2020 Annual Budget	<ul style="list-style-type: none"> Reached out to non-profits to obtain outcome data to form basis of contracts 	<ul style="list-style-type: none"> Contracts that align work of non-profits to work done by existing county departments Annual reporting requirements for non-profits relative to the value of their respective services 	<ul style="list-style-type: none"> Complete all contracts by July 1, 2020 		
10. Conduct educational reports for the County Board on financial issues and concepts before the budget is presented		<ul style="list-style-type: none"> Increased understanding amongst board members on county budgeting principles, issues, and concepts 	<ul style="list-style-type: none"> To be determined in connection with Executive Committee 		
11. Work with UW Officials to increase student population at UWSP Campus	<ul style="list-style-type: none"> Met with UW officials to identify (1) opportunities for increased partnership and (2) learn what UW views as barriers to student population growth 	<ul style="list-style-type: none"> Increase in student population and a more stable future for UW presence in Marathon County Deliverable – memorandum with proposed next steps to increase student population 	<ul style="list-style-type: none"> Memorandum delivered to Extension, Education, & Economic Development Committee by November 2020 		
12. Seek Agreement with State Office of Medicaid to suspend, as opposed to terminate, Medicaid benefits of incarcerated persons	<ul style="list-style-type: none"> Conducted initial meetings with staff and state representatives Staff are currently engaged with state officials to evaluate need for, and viability of, agreement with State Office of Medicaid 	<ul style="list-style-type: none"> Improved continuity of care for incarcerated inmates upon release Decreased costs for inmate medical/mental health care during incarceration 	<ul style="list-style-type: none"> Evaluate need for agreement with State Office of Medicaid by July 1, 2020 Evaluate viability of agreement with State Office of Medicaid by September 1, 2020 Enter into agreement – if necessary and viable – by January 1, 2021 		

13. Transfer of Adult Protective Services from NCHC to ADRC-CW	<ul style="list-style-type: none"> ▪ Evaluated transfer at Retained County Authority Committee ▪ Administration met with ADRC Board to discuss positive aspects of transfer ▪ Convened meeting of ADRC leadership, NCHC leadership, and county leadership to develop tentative plan to pursue transfer discussions with other ADRC member counties 	<ul style="list-style-type: none"> ▪ Improved coordination of care for at-risk population aging and disabled populations ▪ Improved financial condition of ADRC-CW 	<ul style="list-style-type: none"> ▪ To be determined 	<ul style="list-style-type: none"> ▪ Transfer is contingent upon the approval of each of the four (4) ADRC-CW member counties, absent a reformulation of membership 	
14. ERP Replacement Project – continue planning effort to replace financial system (Cayenta) with comprehensive financial, HR, learning management application (joint project with City of Wausau)	<ul style="list-style-type: none"> ▪ Evaluating vendors to assist in RFP creation for ERP system 	<ul style="list-style-type: none"> ▪ Replace outdated financial system ▪ Obtain comprehensive solution that will replace separate, unintegrated system with comprehensive solution 	<ul style="list-style-type: none"> ▪ Milestones to be determined 	<ul style="list-style-type: none"> ▪ Identification of funding sources for initial vendor assistance and ultimate ERP solution ▪ Appropriate financial contribution from City of Wausau 	
15. Develop a long-term plan for road and bridge capital maintenance and construction funding	<ul style="list-style-type: none"> ▪ Workgroup formed to develop charter for 2050 Transportation System Capital Plan (Administration, Highway Dept, CPZ, NCWRP, Infrastructure Chair) ▪ Draft charter in progress 	<ul style="list-style-type: none"> ▪ Increased understanding of asset condition and long-term capital funding needs ▪ Identified funding strategies to aid in budget decision-making 	<ul style="list-style-type: none"> ▪ To be determined 	<ul style="list-style-type: none"> ▪ Identification of staff capacity/resources ▪ Identification of appropriate funding to complete planning process 	
16. Evaluate Start Right Program	<ul style="list-style-type: none"> ▪ Begun project planning 	<ul style="list-style-type: none"> ▪ Improved understanding of return on levy investment in prevention 	<ul style="list-style-type: none"> ▪ To be determined 	<ul style="list-style-type: none"> ▪ Identification of funding 	
17. Create partnerships relative to Regional Forensic Science Center	<ul style="list-style-type: none"> ▪ 2019 – Task Force formed, initial financial projections relative to facility construction and operational costs completed ▪ 2020 – met with local hospital system representatives and other county government representatives to discuss potential partnerships 	<ul style="list-style-type: none"> ▪ Complete Business Plan to engage in meaningful discussions with potential operational and funding partners 	<ul style="list-style-type: none"> ▪ Business Plan complete by July 1, 2020 ▪ Task Force recommendation to County Board on how to move forward by October 1, 2020 		
18. Complete education and engagement proscribed by the June Pride Resolution A. Educational Presentations	<ul style="list-style-type: none"> ▪ LGTBQ+ informational presentation ▪ Hmong refugee informational presentation ▪ Native American Boarding Schools informational presentation 	<ul style="list-style-type: none"> ▪ a common understanding of the terminology for discussing the status of minority and marginalized groups, ▪ an accurate understanding of the history of minority and marginalized groups in Marathon County, and ▪ a solid understanding of the dynamics of implicit and explicit bias and institutional and structural discrimination that can lead to health disparities and other outcomes that are inconsistent with our commitment to diversity and inclusion and our goal of being the healthiest, safest, and most prosperous county in Wisconsin 	<ul style="list-style-type: none"> ▪ Presentation to the full board by June of 2020 on the dynamics of implicit and explicit bias and institutional and structural discrimination that can lead to health disparities and other outcomes that are inconsistent with our commitment to diversity and inclusion and our goal of being the healthiest, safest, and most prosperous county in Wisconsin 		

B. Assist the Board in Carrying out Public Engagement strategy to learn how specific County government policies and practices can be changed to ensure that Marathon County is living up to its goal of being welcoming and inclusive to all people (proscribed by June Pride Resolution)	▪ See A. above	▪ Public forum to receive input relative to opportunities to improve our existing policies and practices ▪ Summary report of information learned	• Public Forum to be conducted no later than September of 2020 • Additional engagement efforts to be determined by County Board		
19. Develop and Implement an Employee Learning Strategy, encompassing leadership, management, and other professional development components		• Improved retention of our top performers • Improved performance by employees • Develop curriculum for incorporation into our ERP solution (see above)	▪ Milestones to be developed		
20. Evaluate the benefit of expanding our vehicle leasing program to include DSS and Health Department	▪ Have existing program in place with CPZ and FCM	▪ Decrease costs associated with employee travel	▪ To be determined		
21. Develop “system budgeting” methodology (as referenced in 2020 budget discussion)	• County Board has expressed a desire to utilize a “system budgeting” strategy to further encourage cooperation • Criminal Justice System identified as first system to adopt this strategy	• Enhanced collaboration and better understanding of upstream and downstream impacts of practice/policy changes by departments	• Criminal justice system departments to have system budgeting discussions in connection with 2021 budget	▪ Creation of Budget Analyst position (see above)	
22. Evidence Based Decision Making – chair the large group and provide staff coordination and leadership for initiatives - Pretrial Case Management & Supervision - Evaluation of Court Mediation Program					
NON RANKED, PREVIOUSLY IDENTIFIED PRIORITIES					
23. Annual Update to 2018-2022 Strategic Plan	▪ Departments submitted information relative to efforts undertaken in 2019 based on strategic plan objectives	▪ Improved understanding of efforts made and impact realized	▪ Annual update to be presented to the County Board at April or May 2020 meeting		

24. Revise the Library Facility and Maintenance Agreement	<ul style="list-style-type: none"> Engaged Corporation Counsel and Library Director to understand statutory framework relative to library board funding and existing library maintenance agreement requirements 	<ul style="list-style-type: none"> Compliance with state statutes Compliance with state library accreditation requirements Compliance with library facility and maintenance agreement 	<ul style="list-style-type: none"> 2021 budgeting practices will be completed in accordance with existing agreement, or a revised agreement will be in place prior to adoption of 2021 budget 		
25. Fully Implement IDEAS Academy Program	<ul style="list-style-type: none"> "Awareness" training delivered to approximately 40% of staff with strong positive survey results from participants 	<ul style="list-style-type: none"> Internal efficiency gains Revenue generation from external course offerings (2020 budget discussion) Target - \$250,000 in increased efficiency per year 	<ul style="list-style-type: none"> Deliver "Awareness" training to 75% of staff by January 2021 Develop mechanism for generating revenue from external course offerings by June 1, 2020 		
26. Complete needs assessment relative to county-wide Naloxone use policy					
27. Develop and Pilot Telework Policy	<ul style="list-style-type: none"> Social Services Department identified as pilot site, work has begun on telework policy 	<ul style="list-style-type: none"> Expand pool of candidates for positions (non-resident applicants) Limit facility expansion needs Improved ability to attract and retain top-tier talent 	<ul style="list-style-type: none"> Milestones to be developed 		
28. Closeout Implementation of Uniform Addressing, make necessary revisions to ordinance relative to enforcement and ongoing maintenance	<ul style="list-style-type: none"> Implementation is complete. 	<ul style="list-style-type: none"> Have system set up to ensure ease of maintenance and enforcement. Report to board on lessons learned from implementation 	<ul style="list-style-type: none"> Any necessary code revisions adopted by the Board at May 2020 meeting Report on lessons learned delivered at May 2020 meeting 		
29. Evaluate Revenues at the Juvenile Detention Facility	<ul style="list-style-type: none"> Ordinance revisions made effective on 1/1/2020 to raise revenues in attempt to fund new dispatch channel 	<ul style="list-style-type: none"> The facility fills 16 beds out of its 20 bed capacity. 13 from other counties. The cost per child should be the same or less for Marathon County kids as it is for kids from other counties. 	<ul style="list-style-type: none"> Prior to 2021 budget 		
30. Develop a Tax Deed Property Maintenance Plan/Policy	<ul style="list-style-type: none"> Convened meeting of Administration, PRF Director, Facilities Director, and County Clerk to discuss issues raised by HR, Finance & Property Committee – developed short-term plan to deal with current property of concern 	<ul style="list-style-type: none"> Develop a long-term solution to county held tax deed property maintenance needs 	<ul style="list-style-type: none"> To be determined 		
31. Develop a Tax Deed Property Status Tracker					
UNFORESEEN PRIORITY PROJECTS					
32. Update County Continuity of Operations Plan (COOP) in light of Covid-19	<ul style="list-style-type: none"> Existing plans have not been updated recently Initial meetings are scheduled to engage Department Heads 	<ul style="list-style-type: none"> Improved preparedness in the event of significant Covid-19 impact on workforce Improved strategies to mitigate risk of workplace exposure and transmission 	<ul style="list-style-type: none"> Individual Department Plans updated by June 1, 2020 		
33. Landline 911 service information gathering	<ul style="list-style-type: none"> Joint Infrastructure & Public Safety Meeting held 				

ORDINANCE # O -9-20

ORDINANCE AMENDING GENERAL CODE OF ORDINANCES FOR MARATHON COUNTY CHAPTER 11.02 ANIMAL WASTE MANAGEMENT ORDINANCE CODE

WHEREAS, the Marathon County Board of Supervisors has been petitioned to amend the General Code of Ordinances for Marathon County Chapter 11.02 Animal Waste Management Ordinance 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 11.02 Animal Waste Ordinance Code is amended in the following respects: For general text amendment changes to the General Code of Ordinances for Marathon County Chapter 11.02 Animal Waste Management Ordinance Code.

Dated this 5th day of March, 2020

ENVIRONMENTAL RESOURCES COMMITTEE

_____ Chair

Dated this 24th day of March, 2020

Kurt Gibbs – Marathon County Board Chair



MEMORANDUM

DATE: March 4, 2020
TO: Marathon County Board of Supervisors
FROM: Paul Daigle, Land and Water Program Director; Matt Repking, Conservation Analyst
SUBJECT: ORDINANCE REVISIONS - Chapter 11.02 – Animal Waste Management Ordinance

The Marathon County Conservation, Planning, and Zoning Department (CPZ) is currently revising Chapter 11.02 – Animal Waste Management Ordinance of the General Code of Ordinances. The proposed revisions are for clarification of Marathon County’s Chapter 11.02 – Animal Waste Management Ordinance.

The types of changes proposed include:

- Expand and clarification of definitions
- Clarification of the activities subject to regulation for:
 - Waste storage facilities, livestock facilities and land applications of animal waste
- Animal waste storage facility setbacks from property lines and roads
- Implementation of State Performance Standards and Prohibitions for:
 - Runoff from barnyards
 - Unconfined animal waste storage piles
 - Overgrazed stream banks
- Clarification of enforcement, variance, and appeals process

The approximate timeline and important dates are as follows:

- ❖ **March 5, 2020 – Public Hearing** – to be held during the Environmental Resources Committee Meeting. (3:00pm – Room 5 – 212 River Drive, Wausau, WI 54403) The intent of this hearing is to allow public input regarding ordinances and address any questions/concerns related to ordinance language.
- ❖ **March 24, 2020**– Chapter 11.02 submitted to County Board for Approval
- ❖ **March 25, 2020** – Chapter 11.02 is approved ordinance goes into effect.

These ordinance revisions coincide with Objective 5.2 and 6.3 of the Marathon County Strategic Plan – Promote sound land use decisions that conserve and preserve natural resources in decision with economic development and growth; and also protect and enhance the quantity and quality of potable groundwater and potable surface water supplies, respectively. If you have any questions or concerns related to the Animal Waste Management Ordinance revisions, please feel free to contact me.

The Marathon County Conservation, Planning, and Zoning (CPZ) Department’s mission is to protect our community’s land and environment. We promote thoughtful and deliberate use of resources to insure that Marathon County has healthy people, a healthy economy, and a healthy environment, today and tomorrow.

**GENERAL CODE OF ORDINANCES
FOR MARATHON COUNTY
CHAPTER 11.02
ANIMAL WASTE ~~STORAGE AND~~
~~NUTRIENT~~ MANAGEMENT
~~CODE~~ORDINANCE**

Adopted ~~November 2008~~
Effective ~~January 2009~~

~~Amended April 2014~~



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DRAFT

The County Board of Supervisors of the County of Marathon does ordain as follows:
Section 11.02 of the General Code relating to Animal Waste is repealed and recreated as follows:

ANIMAL WASTE STORAGE AND NUTRIENT MANAGEMENT.
(Cr. #256)

(1) INTRODUCTION.

(a) Statutory Authority. This ~~ordinance~~ ~~section~~ is adopted under authority granted by sections ~~§~~59.02, ~~§~~59.03, ~~§~~59.69, ~~§~~59.70, ~~§~~92.06, ~~§~~92.07, ~~§~~92.09, ~~§~~92.11, ~~§~~92.15 and ~~§~~92.16, Wisconsin Statutes (Wis. Stats), and ss. ATCP 50.56 and NR 151.05 Wisconsin Administrative Code (Wis. Admin Code).

(b) Title. This ~~ordinance~~ ~~section~~ shall be known, referred to and cited as the, "County Animal Waste ~~Storage and Nutrient~~ Management Ordinance."

(c) Findings and Declaration of Policy.

1. The County Board finds that storage of animal waste in waste storage facilities and the utilization of livestock sourced nutrients not meeting state agricultural performance standards and prohibitions may cause pollution of the surface and ground waters of the County; ~~and~~ may result in actual or potential harm to the health of County residents and transients; terrestrial and aquatic plant and animal life; surface and groundwater quality; ~~and~~ to the property tax base of the County.
2. The County Board finds that the technical standards developed by the United States Department of Agriculture (U.S.D.A.) Natural Resources Conservation Service and adopted by the Environmental Resources Land Conservation and Zoning Committee provide effective, practical and environmentally safe methods of storing ~~animal~~ waste and utilizing nutrients.

(d) Purpose. The purpose of this ordinance is to regulate the location, design, construction, installation, alteration, operation, maintenance, closure, use, and application of animal waste from all waste storage facilities covered by this ordinance so as to protect the health and safety of residents and transients; prevent the degradation of surface and groundwater thereby preventing the spread of disease and promoting the prosperity and general welfare of the citizens of Marathon County; ~~and -It is also intended to~~ protect the groundwater and surface water resources of Marathon County. It is also intended to provide for the administration and enforcement of the ordinance and provide penalties for its violations.

(e) Applicability. This ~~ordinance~~ ~~section~~, to be effective upon adoption by the County Board, shall apply to all areas of Marathon County including municipalities that have agreed to allow the Department to enforce this ordinance in their jurisdiction ~~(see last page for needed action).~~

(f) Interpretation. In their interpretation and application, the provisions of this ~~ordinance~~ ~~section~~ shall be held to be minimum requirements and shall be liberally construed in favor of the County, and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes.

(g) Compliance.

1. Waste storage facilities shall be constructed, maintained, operated, and closed in compliance with all applicable Federal, State, and local laws, codes and ordinances. It is the owner's/operator's responsibility to obtain any required permits and/or approvals from other governmental units.
2. No approval pursuant to this ordinance shall be issued where the applicant is in violation of this or any code administered by the department, nor for any parcel(s) of land which have an outstanding violation until the violation has been corrected. A request for waiver of this provision may be made to the Department Director or designee.

(h) -Abrogation, Greater Restrictions, and Severability

1. Abrogation and Greater Restrictions. This ordinance is not intended to repeal, annul, abrogate, impair, or interfere with any existing covenants, deed restrictions, agreements, ordinances, rules, regulations, or permits previously adopted or issued pursuant to law. However, wherever this ordinance imposes greater restrictions, the provisions of this ordinance shall govern.

2. Severability and Non-liability. Should any section, clause, provision or portion of this ordinance be adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in effect.

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(2) DEFINITIONS:

Animal Lot. A feedlot, barnyard, or other out facility where livestock are concentrated for feeding or other purposes. “Animal lot does not include a pasture or winter grazing area. Two or more animal lots at the same livestock facility constitute a single animal lot, for the purposes of this ordinance, if runoff from the animal lots drain to the same treatment area or if runoff from the animal lot treatment area converges or reaches the same surface water within 200 feet of any of those treatment areas.

~~(a) — Animal Waste.~~ Can be any of the following: ~~Includes agricultural manure (including bedding materials), manure processing derivatives, leachate, milk house wastewater and nutrient dense runoff from livestock operations.~~

- 1) Manure: Animal excreta and includes the following when intermingled with excreta in normal farming operations: debris including bedding, water, soil, hair, and feathers; processing derivatives including separated sand, separated manure solids, precipitated manure sludges, supernatants, digested liquids, composted biosolids, and process water; and runoff collected from barnyards, animal lots, and feed storage areas.
- 2) Leachate: The concentrated liquid which has percolated through or drained from animal feed or waste storage areas.
- 3) Process Waste Water. Wastewater from the production area or indirectly used in the operation of animal feeding operations that results from any or all of the following:
 - a) Spillage or overflow from animal water systems.
 - b) Washing, cleaning or flushing pens, barns, manure pits or other animal feeding operation facilities.
 - c) Direct contact swimming, washing or spray cooling of animals or dust control.
 - d) Water that comes into contact with any raw materials or animal byproducts including manure, feed, milk, eggs, or bedding.

~~(b) — Applicant.~~ Any person who applies for a permit under this ordinance section.

BARNY Model. Means the NRCS “Evaluation System to Rate Feedlot Pollution Potential,” ARM-NC-17 (April 1982 version with modifications as of August 2005).

Note: The BARNY model is a commonly used computer model that predicts nutrient runoff from animal lots. Copies of the BARNY model are on file with the department, the secretary of state, and the legislative reference bureau. An Excel computer spreadsheet version is available at www.datcp.state.wi.us.

~~(e) Committee. — Land Conservation and Zoning Committee (LC&ZC).~~ A committee made up of members of the Marathon County Board of Supervisors and others who, by authority from [Wis. Stats. Chapter 92; Wisconsin Statutes](#), determine policy and give direction for soil and water conservation activities. The [Environmental Resources Committee \(ERC\)](#) also provides direction for the Department. The [Environmental Resources Committee](#) shall be the decision making board for purposes of ~~implementation~~ of this ordinance.

Concentrated animal feeding operation (CAFO). An animal feeding operation to which any of the following apply:

- 1) The operation has 1,000 animal units or more at any time and stores manure or process wastewater in a below or at grade level storage structure or land applied manure or process wastewater.
- 2) The operation has 300 to 999 animals units and has a category I unacceptable practice under s. NR 243.24 (1) (a).
- 3) Under s. NR 243.26 (2) the operation is designated by the Wisconsin Department of Natural Resources as having a significant discharge of pollutants to navigable waters or has caused the fecal contamination of water in a well

Conservation Practice. Means a best management practice designed to reduce or prevent soil or sediment loss to the waters of the state.

~~—Department.~~ Marathon County Conservation, Planning and Zoning (CPZ) Department (responsible for soil and water conservation activities in Marathon County).

~~(d)~~ Direct Runoff. Includes any of the following:

- 1) Runoff of stored animal waste~~manure~~, including manure leachate, that discharges a significant amount of pollutants to surface waters of the state or to a direct conduit of groundwater.
- 2) Runoff from an animal lot that can be predicted to discharge a significant amount of pollutants to surface waters of the state or to a direct conduit to groundwater.

~~(e)~~ Director. The Director of the Marathon County Conservation, Planning and Zoning Department or their designee.

~~(g)~~ Failing and Leaking Waste Storage Facilities. Any waste storage facilities that fail to contain any component of the animal waste that it is intended to contain.

~~(i)~~ Idle Storage Facility. A waste storage facility which is:

- 1) ~~No longer being used for its intended purpose and no longer having any additional animal waste and manure~~ placed into it.
- 2) ~~Has not had any animal waste added or removed for a period of two (2) years.~~
- 3) ~~Will, by all the evidence available, not again be used to store animal waste and manure by an active livestock operation.~~

Livestock Facility: Means a structure or system constructed or establish on a livestock operation.

Maximum Operating Level (MOL). Means the level in the waste storage facility or containment facility, measured vertically from the lowest point of the top of the facility, that is the sum of the margin of safety and the level necessary to contain precipitation and runoff that will enter the facility as a result of a 25-year, 24 hour storm event.

~~—~~
Margin of Safety Level. Means the level in the waste storage facility or containment facility that is one foot vertically below the lowest point of the top of the facility or structure.

~~(j)~~
Natural Resources Conservation Service (NRCS). ~~An agency of the United States Department of Agriculture (USDA) which, for purposes of this Section, provides the Marathon County Land Conservation and Zoning Committee and the Department with technical assistance and information on the design criteria, size, shape, engineering strength and other necessary technical data for the proper and safe installation of a storage facility.~~ An agency of the United States Department of Agriculture which, for purposes of this ordinance, develops and maintains a technical guide with conservation practice standards and specifications, engineering manuals and handbooks, and other technical documentation related to waste storage facilities, nutrient management plans, and other technical matters covered in this ordinance

~~(k)~~ Nutrient Management Plan. A document that is annually updated outlining the requirements for managing the amount (rate), ~~source, form,~~ placement (method of application), and timing ~~of applications~~ of all sources of plant nutrients and soil amendments to cropland and pastures as identified in ATCP 50.04(3).

~~(l)~~ Pasture. Land on which livestock graze or otherwise seek feed in a manner that maintains the vegetative cover over the grazing area. Pasture may include limited areas of bare soil such as cattle lanes and supplemental feeding areas provided the bare soil areas are not significant sources of pollution to waters of the state.

Permit. The signed, written statement issued by the Director or their designee under this ordinance that is required before an applicant can construct, install, move, reconstruct, extend, enlarge, convert, substantially alter or close a waste storage facility or its waste transfer system.

~~(r)~~ Permittee. Any person to whom a permit is issued under this ordinance.

~~(s)~~ Person. Any individual, corporation, partnership, joint venture, agency, unincorporated association, municipal corporation, County or State agency within Wisconsin, the federal government or any combination thereof.

Safety Devices, Storage Facility Means devices, which are designed to protect humans and livestock from the hazards associated with a waste storage facility. ~~Safety devices shall be designed and installed as required by Technical Standard 313.~~

Stored animal waste. Means animal waste that is kept in a waste storage facility or unconfined animal waste pile.

~~(t)~~ Substantially altered. A change initiated by an owner or operator that results in a relocation of a waste storage facility or structure, or significant changes to all size, depth or configuration of a waste storage facility or structure including:

- 1) Replacement of a liner in a waste storage facility or structure;
- 2) An increase in the volumetric capacity or area of a waste storage facility or structure greater than 20%;
- 3) A change in a waste storage facility or structure related to a change in livestock management from one species of livestock to another such as cattle to poultry.

~~(v)~~ Technical Guide. The document provided by the Natural Resources Conservation Service which contains technical data, including the standards referenced within this ordinance to properly and safely locate, construct, install, alter, design, operate, maintain and close a waste storage facility and/or the associated manure transfer system.

~~(w)~~ Technical Standard 313. A section of the Technical Guide that contains technical data for the proper location, construction, installation, alteration, design, operation and maintenance of a waste storage facility made by construction of an embankment and/or excavating a pit or dugout, or by fabricating a structure.

~~(x)~~ Technical Standard 634. A section of the Technical Guide that contains technical data for installation of components such as conduits, pumps, valves, and other structures or devices to transfer animal waste from buildings and yards to a waste storage facility and/or loading area for final disposal and establishes the minimum acceptable requirements for design, construction, and operation of waste transfer system components. It includes mechanical pumping or elevation differential (gravity head) systems.

~~(y)~~ Technical Standard 360. A section of the Technical Guide that contains technical data for the closure of waste storage facilities that are no longer used for their intended purpose to a sanitary and environmentally safe condition.

~~(z)~~ Technical Standard 590. A section of the Technical Guide ~~that covers managing the amount, form, placement, and timing of plant nutrients and establishes the minimum acceptable requirements for the application of plant nutrients with organic wastes (manure and organic byproducts), commercial fertilizer, and crop residues.~~ contains technical data for managing the amount (rate), source, placement (method of application), and timing of plant nutrients and soil amendments and establishes the minimum acceptable requirements for the application of plant nutrients associated with organic wastes (manure and organic byproducts), commercial fertilizer, legume crops and crop residues.

-Technical Standard 520. A section of the Technical Guide that contains technical data for a liner of a waste storage facility constructed using compacted soil with or without soil amendments.

-Technical Standard 521. A section of the Technical Guide that contains technical data for a liner of a waste storage facility constructed using a geomembrane or a geosynthetic clay material.

-Technical Standard 522. A section of the Technical Guide that contains technical data for a liner of a waste storage facility constructed using reinforced or non-reinforced concrete.

-Unconfined Animal Waste Pile. A quantity of animal waste that is at least 175 ft³ in volume and which covers the ground surface to a depth of at least 2 inches and is not confined within an animal waste storage facility, livestock housing facility, and barnyard runoff control facility or covered or contained in a manner that prevents storm water access and direct runoff to surface water or leaching of pollutants to groundwater.

~~(ee)~~ Waste Storage Facility. Any site or area specifically designed and/or constructed for the purpose of storage or containment of animal waste and manure. This includes any waste storage facility previously designed and installed meeting the NRCS Technical Guidelines current at the time of installation, any commercial-prefabricated storage facility, concreted slabs, earthen dugouts, dikes or any other area intended for the storage of animal waste and manure. For the purposes of this ~~ordinance-Section~~, a storage area intended to contain an accumulation of manure within an area excavated, or diked using soil or any other material, for the purpose of storing the manure, no matter how small that accumulation may be or how long the manure is to be stored there, shall be considered a waste storage facility.

~~-~~ Waste Transfer System. A combination of hoppers, reception structures, tanks, pumps, pipes, channels, valves or conduits used to transfer animal waste and other fluids and residues associated with animal waste to a waste storage facility, a waste treatment strip, a loading area, cropland or satellite waste storage facility using permanent pipeline and conduits.

(3) ACTIVITIES SUBJECT TO REGULATION

(a) ~~Permit~~ General Requirements. Any person who locates, installs, moves, reconstructs, extends, enlarges, converts, substantially alters, closes or changes use of a waste storage facility or parts thereof; or who employs another to do the same, on land subject to this section, shall be subject to the ~~permit requirements provisions~~ of this ~~ordinance~~ section.

(b) Waste Storage Facilities:

1) Failing and Leaking. ~~Waste storage facilities that pose an imminent threat to public health, fish, and aquatic life, surface or ground water shall be upgraded, replaced, or closed in accordance with this ordinance. Failing and leaking waste storage facilities are a menace to the health and general welfare of the citizens of Marathon County, and shall be subject to forfeiture and injunction provisions of this section. A storage facility found to be failing or leaking shall be brought up to, and maintained in, a sanitary condition within the time frame identified by the department. These waste storage facilities shall be repaired to a condition meeting the Technical Standards of the Department within two (2) years of the date that the storage facility is determined to be failing or leaking.~~

2) Idle Waste Storage Facilities. As specified in Technical Standard 360, removal of animal waste, contaminated soils, and closure of any permitted or unpermitted, idle ~~animal~~ waste storage facility to a safe and sanitary condition, as determined by the Department is required within two (2) years of the time the waste storage facility becomes idle. The owner or operator may retain the waste storage facility if they are able to verify all of the following conditions are met:

~~1a)~~ 1a) The waste storage facility has been designed, constructed and maintained in compliance ~~with current applicable~~ with the NRCS Standard in effect at the time it was constructed and has functional safety devices in place. If it was not built to a NRCS standard it must meet the current NRCS standards, ~~s and has functional safety components in place;~~

2b) - Retention of the waste storage facility is warranted based on anticipated future use.

- 3c) Landowner agrees to develop and follow an operation and maintenance agreement for the waste storage facility.
- d) If the waste storage facility is utilized again for its intended purpose, the Department must be notified and any animal waste stored in it must be applied according to the 590 standard.

~~3) Direct Runoff of Animal Waste.~~ A livestock facility shall not:

- a) Have an overflow of animal waste from waste storage facilities.
- b) Have direct runoff from stored animal waste leaving the property and/or be a threat to surface and/or ground water resources. . ~~(d) Direct runoff of animal waste is a menace to the health and general welfare of the citizens of Marathon County, and shall be subject to the forfeiture and injunction provisions of this section. Direct runoff that poses a threat to public health of safety, or surface and/or groundwater resources because of over application of manure to cropland or pasture, or any alteration or mismanagement of an animal waste storage facility shall be cleaned up in a reasonable time frame as determined by the department.~~
- c) Allow animal waste levels to exceed the maximum operating level (M.O.L.) of the waste storage facility.

4) Safety Devices. All waste storage facilities shall be equipped with safety devices, including fences and warning signs intended to protect humans and livestock from the hazards associated with such facilities. Safety devices shall be designed and installed as required by Technical Standard 313. ~~(e) Safety Devices. Certain safety devices, as defined in section 11.02(2)(n) are required on all storage facilities in Marathon County~~

5) Road and Property Line Setbacks.

- a) A new waste storage facility may not be located within 50 feet of a parcel line where the permittee does not own the adjacent parcel and/or within 50 feet of public road right-of-way line.
- b) An existing waste storage facility seeking expansion must keep a minimum separation distance of 50 feet of a parcel line where the permittee does not own the adjacent parcel and/or 50 feet of a public road right-of-way line.
- c) Setbacks described above do not supersede the Livestock Facilities Siting Ordinance setbacks or any other setbacks established by law.

(c) Land application of animal waste. Regardless of whether an operator has a nutrient management plan:

1) Animal waste shall not:

- a) Runoff the application site during or after an application; and/or discharge through subsurface drains off the field site.
- b) Be applied to land where vegetation is not removed mechanically or by grazing, except to provide nutrients for establishment and maintenance of a conservation practice, and application will not result in runoff of animal waste.
- 2) No over application of animal waste shall occur. In the event of a complaint/investigation, spreading logs and maps shall be provided to the department upon request to determine the rate and location of animal waste applied. ~~Logs and maps shall include but not limited to: spreader/toolbar calibration, number of loads, animal waste volume or weight for the spreader, date, type of animal waste, nutrient analysis, and application method.~~
- 3) Owners, operators, contractors, custom applicators or any entity handling animal waste are responsible for animal waste applications that result in ~~runoff~~, or spills that are caused by their acts, omissions, and/or decisions.

(d) A livestock facility shall not:

- 1) Have direct runoff of animal waste from an animal lot into waters of the state or a direct conduit to ground water. :
- a) Fifteen pounds of phosphorus, if no part of the animal lot is located within 1000 feet of a navigable lake or 300 feet of a navigable stream.
 - b) Five pounds of phosphorus, if any part of the animal lot is located within 1000 feet of a navigable lake or 300 feet of a navigable stream.
- Note: Phosphorus amounts and distances from navigable waters are consistent with Livestock Facilities Siting Ordinance. Concentration of phosphorus are determined using the BARNY model.
- 2) Allow unlimited access by livestock to waters of the state in a location where high concentrations of animals prevent the maintenance of adequate sod or self-sustaining vegetative cover (this prohibition does not apply to properly designed, installed, and maintained livestock or farm equipment crossings).
- (e) ~~(g) Nutrient Management Plans. As specified in Technical Standard 590, the amount, form, timing, and placement of nutrient sources shall be done in accordance with an approved n~~
- 1) ~~Nutrient management plans that must be filed annually to with the department- by April 1st-the date identified by the Director.~~
 - 2) ~~Nutrient mManagement Plan-590590 standard requirements shall apply to any or all of the following:~~
 - a) ~~All landowners with an animal waste storage facilityies permitted_-by this ordinance~~regardless of date of construction. and~~~~
 - b) ~~All landowners, regardless if they have applied animal waste, whos-who have received a bona fide offer of cost share funding for nutrient management planning consistent with ~~required by~~ ATCP_50.08.~~
- (f) ~~Compliance with Permit Requirements. A person is in compliance with this ordinance~~section~~ if he or she follows the procedures and requirements of this ordinance~~section~~, receives a permit from the Director or their designee prior to beginning activities requiring a permit and they comply with the requirements of the permit.~~
- ~~No permit or approval pursuant to this chapter shall be issued where the applicant is in violation of this or any code administered by the Department or for any parcel(s) of land which has an outstanding violation until the violation has been corrected. A request for waiver of these provisions may be made, to grant or deny a permit or approval on the merits of the application, to the Corporation Counsel and the Committee.~~
- Where issuance of an after-the-fact permit or approval would have the effect of correcting a violation it may be granted if all conditions required for issuance can be complied with.
- (g) ~~Requirements of cost sharing.~~
- 1) Cost sharing for cropland and livestock facilities or operations will be consistent with ATCP 50.08.
- Note: For determination of cost share eligibility, cropland (NR151.09 (4)(b) and livestock facilities (NR 151.095(5)(b) will be used to determine “new” or “existing” status.

(4) STANDARDS.

The Wisconsin Field Office Technical Guide of the United States Department of Agriculture (U.S.D.A.) Natural Resources Conservation Service (NRCS) has been adopted by the Committee and the Department. These Technical Guides shall apply until amended or renumbered and then shall apply as amended or renumbered. The following components of the Technical Guide will be used when a waste storage facility is to be constructed, installed, abandoned, moved, reconstructed, extended, enlarged, converted, substantially

altered, closed or emptied for nutrient application: 313-~~Manure~~ Waste Storage Facility; 520-Pond Sealing or Lining, Compacted Soil Treatment; 522-Pond Sealing or Lining, Concrete; 521-Pond Sealing or Lining, Geomembrane or Geosynthetic Clay Liner; 634-Waste Transfer System; 360-~~Waste Facility Closure~~Closure of Waste Impoundment; and 590-Nutrient Management.

(5) APPLICATION FOR AND ISSUANCE OF PERMITS

(a) Permit Required. No person may undertake an activity subject to this ~~ordinance~~section without obtaining a permit from the Department prior to beginning the proposed activity.

(b) Exception to Permit Requirement. All emergency repairs on any component of the waste storage facility or ~~waste-manure~~ transfer system which cause any disruption of the original construction of the ~~waste~~ storage facility shall be done so as to restore the ~~waste~~ storage facility to the original state, as determined by the technical standards set forth in Section (4) above; and such repairs shall further be reported to the Department within ~~two (2)~~two calendar days. Nutrient management planning and implementation are also exempt from obtaining a permit.

(c) Fees. A non-refundable application fee and ~~Waste-Manure~~ Storage Construction Permit fee under this ordinance shall be calculated utilizing the fee schedule adopted by the ~~ERC Land Conservation and Zoning Committee~~. The fee schedule may be amended as the ~~ERC LC&Z Committee~~ deems necessary. A double fee ~~may will~~ be charged for all after-the-fact applications and/or permits.

(d) ~~Waste Storage Facility and Waste-Manure Transfer System- Plans and Specifications~~. Each application for a permit under this ~~ordinance~~section shall include plans and specifications prepared and approved by an agricultural or civil engineer registered with the State of Wisconsin or a DATCP or NRCS engineering practitioner, in accordance with the criteria of the appropriate standard, ~~and shall describe the requirements for applying the practice to achieve its intended use.~~

~~The~~ plans, specifications, and documentation for construction shall include:

1. Management ~~a~~Assessment.
2. Site assessment.
3. Safety design.
4. Operation and ~~m~~Maintenance plan.
5. Nutrient ~~m~~Management plan.
6. Construction plan, schedules, and staging.
7. Construction ~~i~~Inspection plan.
8. Final construction plan (as-built) showing any plan changes and certifying that the facility meets all applicable NRCS Standards.

(e) ~~(e)~~ Review of Application. The Director or their designee shall receive and review all permit applications and shall: ~~determine~~;

1. Determine if the proposed waste storage facility and its ~~waste-manure~~ transfer system meets required standards set forth in sub. (4) of this ~~ordinance~~section. Within ~~15~~ twenty (20) business -days after receiving the completed application and fee, the department shall inform the applicant in writing whether the permit application is approved or disapproved. If additional information is required, the department shall so notify the permit applicant in writing. The department has twenty (20) business ~~15~~ days from the receipt of the additional information in which to approve or disapprove the application. If the department fails to approve or disapprove the permit application in writing within twenty (20) business ~~15~~ days of the receipt of the permit application or if no written request for additional information is made by the department within twenty (20) business days ~~additional information requested in writing by the department~~, the application shall be deemed approved and the applicant may proceed as if a permit had been issued.

~~(d)~~ 2. CAFO plans, specifications, and documentation for construction will not be reviewed and/or approved by the Department until they are reviewed and/or approved by the Wisconsin Department of Natural Resources.

(f) Permit Conditions. All permits issued under this ordinance~~section~~ shall be issued subject to the following conditions and requirements. Activities authorized by permit shall be completed within 2 years from the date of issuance after which time such permit shall be void.

1) Waste storage facility and its waste transfer system design, construction, alteration or closure shall be according to Department approved standards and plans.

2) Permittees must obtain all required permits and authorizations before commencing construction activities.

Note: DNR and other permits may be required for construction site erosion control, storm water management, floodplain, shore land construction, and livestock facilities with 500 or more animal units.

3) ~~2.~~ The permittee shall give five (5) business working days' notice to the Department before starting any construction activity authorized by the permit.

~~3.~~ ~~4.~~ Approval in writing shall be obtained from the Department prior to any modifications to the approved waste storage facility plan.

~~4.~~ ~~5.~~ The agricultural or civil engineer registered with the State of Wisconsin or a DATCP or NRCS engineering practitioner shall certify in writing to the department ~~within 30 days of project completion,~~ that any activities permitted under this ordinance were installed as planned, meet the guidelines of the appropriate NRCS Standards, and provide an "as-built" set of plans to the Department. As-built documentation will be submitted to the department within 3 months of project completion.

Note: To be considered completed, a waste storage facility must be fully constructed as designed including a permanent mark/location for the maximum operating level and implementation/installation of all safety devices.

(g) Permit Revocation. The Director or designee may revoke any permit issued under this ordinance~~section~~ if the holder of the permit has misrepresented any material fact in the permit application or waste storage facility plan, or if the holder of the permit violates any of the conditions of the permit. The decision of the Director or designee may be appealed pursuant to section 8 below.

(6) ADMINISTRATION

- (a) ~~_____~~ Delegation of Authority. The County hereby designates the Director, or designee ~~that person's representative for the~~ administration and enforcement of this ordinance ~~section.~~
- (b) Powers and Administrative Duties. In the administration and enforcement of this ordinance ~~section~~, the Director or designee ~~that person's representative~~ shall have the following powers and duties ~~shall~~:
- 1) ~~.Keep an accurate record of all permit applications, waste storage facility plans, closures, permits issued, inspections made and other official actions. Advise applicants regarding the provisions of this ordinance and assist them in preparing permit applications.~~
 - 2) Receive, R ~~review, and investigate~~ permit applications and fees, and make inspections to determine compliance with provisions of this ordinance.
 - 2) ~~3) i~~ Issue permits in accordance with the terms and conditions of this ordinance. ~~sub. (5) of this section.~~
 - 3) ~~4) 3~~ Inspect the site of any permitted activity to ensure those activities are being conducted ~~done~~ according to plan specifications.
 - 5) 4 Investigate complaints relating to compliance with this ordinance ~~e section.~~
 - 4) ~~6) Take actions as necessary to enforce the terms and conditions of this ordinance~~
 - 7) 5 ~~Track landowner compliance with state agricultural performance standards as specified by this~~
 6. Perform other duties as specified in this ordinance.

(c) Inspection and monitoring authority. Inspection and monitoring authority is set forth in by Wis. Stats., Section 92.07(14) ~~Wisconsin Statutes, § 92.07(14)~~ The Director, or designee is authorized to enter upon any lands affected by this ordinance ~~section~~ to inspect the land prior to or after permit issuance to determine compliance with this ordinance. Application and/or permit issuance shall constitute permission to enter upon all land that is or will be subject to permit requirements. ~~If permission cannot be received from the applicant or permittee, entry by the Director or that person's representative, shall be according to §66.0119, Wisconsin Statutes. Refusal to grant permission to enter lands affected by this ordinance for purposes of inspection shall be grounds for permit denial or revocation.~~

(e) Enforcement Authority.

1. ~~The Director, or that person's representative is authorized to post an order stopping work upon land which has had a permit revoked or is currently undergoing activity in violation of this section. Notice shall be given by both: Posting, upon the land where the violation occurs, one or more copies of a poster stating the violation, and; By mailing a copy of the order by certified mail to the person whose activity is in violation of this section. The order shall specify that the activity shall cease or be brought into compliance within 15 days.~~
2. ~~Any permit revocation or order stopping work shall remain in effect unless retracted by the Administrative Review Board, Marathon County General Code of Ordinances Chapter 24.02, the Director or by court of general jurisdiction; or until the activity is brought into compliance with this section. The Director is authorized to refer any violation of this section or of an order stopping work issued pursuant to this section to the Corporation Counsel for commencement of further legal proceedings.~~

~~e) Abatement Order Authority. The Department may issue an order to abate any violation of this ordinance with proper authorization. In the event an offense is not abated as ordered, the county may take such action as is necessary to abate the offense and the cost of such abatement will become a lien upon the person's property and may be collected in the same manner as other taxes.~~

(d) Maintenance of Records. The Director or designee shall maintain in the county records:

- 1) Keep an accurate record of all permit applications, waste storage facility plans, closures, permits issued, inspections made, enforcement actions taken, and all other official actions.
- 2) Track landowner compliance with state agricultural performance standards and prohibitions as specified by this ordinance.

(e) Recording on the Deed. In the case of idle waste storage facilities, if a landowner would like to do the minimum required to close the facility to a safe and sanitary condition, a landowner can sign an Affidavit of Closure that would be recorded on the deed to that parcel. The affidavit will identify that this was a waste manure storage facility at one time, that it has been returned to a safe and sanitary condition pursuant to NRCS 360, and if it is to be utilized as a waste manure storage facility in the future, it is the responsibility of the landowner to obtain a permit and provide documentation that it meets current NRCS Standards prior to utilization.

(7) **VIOLATIONS ENFORCEMENT AND PENALTIES**

~~a) Penalty. Any person who violates, neglects or refuses to comply with, or resists the enforcement of any of the provisions of this section, shall be subject to a forfeiture as provided in §25.04 of this General Code. A violation includes failure to comply with any standard of this section, or with any condition or qualification attached to the permit.~~

~~(a) Enforcement and Penalties.~~

~~1) Construction, alteration, or closure. With respect to waste storage facilities that are currently under construction, undergoing alteration, or actively decommissioning: which are determined to be in violation of this ordinance:~~

~~a) The Director and or designee shall cause a stop work order to be posted as follows:~~

~~1) Posting, upon the land where the violation occurs.~~

~~2) By mailing a copy of the order to the address of all parties identified in the permit.~~

~~3) By mailing a copy of the order to the address of other persons whose activity is in violation of the ordinance~~

~~b) The order shall specify the activity which constitutes a violation and shall set forth a reasonable time frame for the property to be brought into compliance. Continued work which does not bring the property into compliance shall constitute a violation of this ordinance.~~

~~2) Operation and management. With respect to waste storage facilities which are under active use or idle.~~

~~a) Order for Abatement: The Director and or designee may issue an order to abate any violation of this ordinance.~~

~~b) Permit Suspension or Revocation: The Director or designee may determine that the severity of a violation or repeated violations warrant suspension or revocation of the permit. Continued operation after the permit is suspended or revoked shall constitute a violation of this ordinance.~~

~~3) Citation: Citation of not less than \$5 nor more than \$500 for each offense, plus the applicable surcharges, assessments and costs for each violation.~~

~~4) Pursue a long form summons and complaint through a court of law:~~

~~a) Each day a violation exists or continues shall be considered a separate offense under this ordinance.~~

~~b) Upon conviction by a court of law, pay a forfeiture of not less than \$500 nor more than \$5,000, plus the applicable surcharges, assessments and costs for each violation.~~

~~5) In addition, the Director may seek injunctive relief from a court of record to enjoin further violations.~~

6) Nothing in this ordinance shall prevent the Director or designee from pursuing any other remedies available at law for conduct that is violation of this ordinance including, but not limited to public nuisance procedures under Wis. Stats., Chapter 823 which provides among other things that the costs of abatement of a public nuisance by the County may be collected against the owner of the real estate upon which the public nuisance exists. Such costs of abatement may be recovered against the real estate as a special charge under Wis. Stats., 66.027 unless paid earlier.

~~Enforcement of Injunction. As a substitute for, or an addition to, forfeiture actions, the County may seek enforcement of any part of this section by court actions seeking injunctions or restraining orders.~~

(8) APPEALS AND VARIANCES

~~Appeals from any administrative order issued pursuant to this Chapter shall be governed by Chapter 24 of the General Codes of Ordinances. Appeals from any County ordinance prosecution commenced pursuant to this Chapter, shall be governed by applicable state statutes concerning appeals.~~

(a) Appeals.

1. Under authority of Wis. Stats., Chapter 68, the Marathon County Board of Adjustment, created under, Wis. Stats., 59.69 and under Marathon County Code of Ordinances, and acting as an appeal authority under Wis. Stats., Section 59.694(7)(a), is authorized to hear and decide appeals where it is alleged that there is error in any order, requirement, decision, or determination by the Director or their designee in administering this ordinance.
2. Any person having a substantial interest, which is adversely affected by the order, requirement, decision, or determination made under this ordinance may file an appeal.
3. All appeals shall specify written evidence and the reason for the request, including which requirements from this ordinance are involved, and shall be filed via certified mail.
4. The Board of Adjustment shall set a meeting to hear the appeal within ten (10) calendar days of receipt of the appeal.
5. A written decision shall be mailed to the appellant within thirty (30) calendar days of the appeal. The decision will affirm, deny, or modify the initial determination.
6. The rules, procedures, duties, and powers of the Board of Adjustment and Wis. Stats., Chapter 68, shall apply to appeals filed under this section.

(b) Variances. The Board of Adjustment may upon appeal authorize a variance from the requirements of this ordinance when, upon showing by the applicant, unnecessary hardship would result from literal enforcement of this ordinance.

A variance shall:

1. Be consistent with the spirit and purpose of this ordinance.
2. Be based on unique circumstances and not to the general conditions of the area.
3. Not be granted for a self-created hardship.
4. Not permit an activity or practice that may fail structurally or otherwise and cause significant water pollution or other off-site impacts.
5. Not be granted if the variance will result in an outcome that is contrary to the public interest and be damaging to the rights of other persons.
- ~~6. Not be granted solely on the basis of economic gain or loss.~~
7. Not be granted solely on the fact that certain conditions existed prior to the effective date of the ordinance

(c) No variance from the standards in Technical Guide may be approved unless the county receives a variance or waiver from the technical standards through the NRCS or other qualified engineering authority. If public funds are involved, this may be a program requirement.

(d) No variance from the performance standards and prohibitions in 11.02 (3)(a) above- may be granted unless the county complies with the variance requirements specified in NR 151.097, and receives approval from the Department of Natural Resources. Requests for a variance shall be made in writing and shall provide information documenting the following:

1. Compliance with the performance standard or technical standard is not feasible due to site conditions.
2. The landowner or operator will implement best management practices or other corrective measures that ensure a level of pollution control that will achieve a level of water quality protection comparable to that afforded by the performance standards in NR 151.
3. The landowner or operator or their agents or assigns did not create the conditions for which the variance is

|

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requested.

DRAFT

ORDINANCE O-10-20

AMENDING SEC. 2.05 (17) OF THE GENERAL CODE OF ORDINANCES: TASK FORCE ON COUNTY BOARD SIZE TO EXTEND DEADLINE FOR DELIVERY OF RECOMMENDATION TO DECEMBER 2020

WHEREAS, on December 17, 2019 the County Board approved the creation of a Task Force to assist the Board in determining the optimal number of county supervisory districts in anticipation of the redistricting required by law following the 2020 Decennial Census, pursuant to Ordinance Number O-37-19 ; and

WHEREAS, the Task Force Charter provided that membership termination and recommendation deliverable due no later than July 30, 2020;

WHEREAS, the Executive Committee has reviewed the process following the last Decennial Census and determined that the final vote regarding Board size was not taken until February 2011; and

WHEREAS, the North Central Regional Planning Commission has confirmed that a similar timeline would provide that agency with sufficient notice to redistrict the county in accordance with the Board's determination using data reported out from the 2020 Decennial Census; and

WHEREAS, the Executive Committee has determined that the deadline for the task force's recommendation should be extended from July 2020 to December 2020.

NOW THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED by the Board of Supervisors of the County of Marathon that sec. 2.05(XX), General Code of Ordinances, is hereby amended:

STRIKE: Membership termination and recommendation deliverable date of ~~July 30, 2020~~

REPLACE WITH: December 31, 2020.

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

Dated this 24th day of March, 2020.

EXECUTIVE COMMITTEE

Fiscal Impact: None

ORDINANCE O- 11 -20

**AMENDING SEC. 2.01 OF THE GENERAL CODE OF ORDINANCES: TO CREATE
AN EMERGENCY RULE
CONTINUING THE SEATING OF EXISTING MEMBERS OF THE MARATHON
COUNTY BOARD OF SUPERVISORS IN THE EVENT THE 2020 SPRING
ELECTION IS POSTPONED FROM APRIL 7, 2020**

WHEREAS, at its April 19, 2018 Organizational Meeting, the County Board adopted its Rules of Procedure for the current term; and

WHEREAS, Rule 1 (intro) of the Marathon County Rules of Procedure reads: “Each newly constituted County Board may amend or renew these rules by simple majority vote at its April organizational meeting following its election to office. After adoption, the County Board Rules of Procedure may only be changed with appropriate notice and a two-thirds vote of a quorum of the County Board members in attendance of a County board meeting;

WHEREAS, the Executive Committee has discussed the possibility that the Office of the Governor, or other authority, may order the postponement of the 2020 Spring Election scheduled to be held on April 7, 2020; and

WHEREAS, such a postponement would create a significant problem for county boards across the State of Wisconsin because Wis. Stat., § 59.10(1)(b), provides that the terms of all county board supervisors “expire” on the 3rd Tuesday in April following the Spring Election; and

WHEREAS, the terms of other elected officials in Wisconsin last until “a successor is qualified;” and

WHEREAS, Marathon County is self-organized and counties that are self-organized have the authority to establish a procedure for filling vacancies, pursuant to Wis. Stats., §59.10(1)(d); and

WHEREAS, the Executive Committee has determined that an Emergency Rule should be put in place that establishes a procedure to seat existing County Board members if vacancies are created due to postponement 2020 Spring Election, pursuant to the terms and conditions of the attached.

NOW THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED by the Board of Supervisors of the County of Marathon that sec. 2.01, General Code of Ordinances, is hereby amended to create Emergency Rule #1, pursuant to the terms and conditions of the attached.

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

Dated this 24th day of March, 2020.

EXECUTIVE COMMITTEE

Fiscal Impact: None

Sec. 2.01(Emergency Rule #1).

(1) In the event that:

- (a) the Office of the Governor, or other authority, orders the postponement of the 2020 Spring Election, scheduled to be held on April 7, 2020, such that successors to the sitting members of the Marathon County Board of Supervisors (the Board) cannot be elected by the third Tuesday of April, AND
- (b) no other provision for continuation of the operations of the Board is provided for by the authority in the order,

Then the seats on the Board shall be deemed to be vacant as that term is used in Wis. Stats., §17.03(10), as of April 21, 2020.

- (2) Said vacancies shall automatically and immediately be filled by the incumbents, pursuant to this rule.
- (3) The terms of all supervisors who are appointed, pursuant to this rule, shall expire when their successors take office.
- (4) Successors to the supervisors appointed, pursuant to this rule, shall take office 14 days following their election.
- (5) In the event that:
 - (a) the 2020 Spring election is held before April 21, 2020, OR
 - (b) some other provision for continuation of the operations of the Board is provided for by the authority in the order,

Then this Emergency Rule shall sunset automatically.

RESOLUTION #R-22-2020

TO CREATE TWO (2) FULL-TIME (1.0 FTE) SOCIAL SERVICE PROFESSIONAL (SOCIAL WORKER – CHILDREN’S LONG TERM SUPPORT) POSITIONS AND AMEND 2020 BUDGET

WHEREAS, the mission of the Marathon County Department of Social Services is to strengthen individuals and families by coordinating and providing resources that promote safety and maximize independence to build a strong and healthy community; and

WHEREAS, in Marathon County, the CLTS program is vital to the support of families, many of which without the assistance would be unable to provide for the care of their children safety; and

WHEREAS, the Department of Health Services has been awarded funds to distribute to Counties through the current state budget to eliminate the waiting list for children with disabilities; and

WHEREAS, a combination of state and federal funding is to be allocated to Marathon County Department of Social Services to provide services to the children on the waiting list; and

WHEREAS, to serve the children on the waiting list (37 children) and maintain a no waitlist status, 2 FTE Social Workers are needed; and

WHEREAS, on March 9, 2020, the Human Resources, Finance and Property Committee also voted to recommend the creation of two full-time 1.0 FTE Social Service Professional (Social Worker – CLTS) positions to County Board.

WHEREAS, in order to fund these positions and services that they will provide § 65.90(5)(a), Wis. Stats., dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the Board of Supervisors of the County of Marathon:

- A. To create two full-time 1.0 FTE Social Service Professional (Social Worker – CLTS) position, effective 04/05/2020 or the beginning of the first pay period following the approval of this resolution.
- B. Amend 2020 Budget to permit position to be filled and to accept state grant.

Respectfully submitted this 24th day of March, 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

Fiscal Impact: None, 100% Grant Funded.

RESOLUTION #R-23-2020
TO CREATE ONE (1) FULL-TIME (1.0 FTE) SENIOR SOCIAL SERVICE COORDINATOR (COMMUNITY SUPPORT SPECIALIST) POSITION
AND AMEND 2020 BUDGET

WHEREAS, the mission of the Marathon County Department of Social Services is to strengthen individuals and families by coordinating and providing resources that promote safety and maximize independence to build a strong and healthy community; and

WHEREAS, the Comprehensive Community Services (CCS) is a voluntary Medicaid reimbursable program designed to provide psychosocial rehabilitation to children and adults with mental illness, substance abuse or a co-occurring diagnosis living in a community setting; and

WHEREAS, the CCS program is vital to the support of families, many of which without the assistance would be unable to provide for the care of their children safety in their home or in a community setting; and

WHEREAS, the position supports the department mission, as the individual will work with children and families on building the skills needed to improve health, promote wellness, attain personal goals, and enhance overall quality of life; and

WHEREAS, the creation of one (1) full-time Community Support Specialist position will support Marathon County's preparation for the federal Family First Prevention Services Act (FFPSA) that will be effective in October 2020; and

WHEREAS, the purpose of the FFPSA is to "provide enhanced support to children and families and prevent foster care placements through the provision of mental health and substance abuse prevention and treatment services, in-home parent skill-based programs, and kinship navigator service"; and

WHEREAS, on March 9, 2020, the Human Resources, Finance and Property Committee also voted to recommend the creation of one full-time 1.0 FTE Senior Social Service Coordinator (Community Support Specialist) position to County Board.

WHEREAS, in order to fund these positions and services that they will provide § 65.90(5)(a), Wis. Stats., dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the Board of Supervisors of the County of Marathon:

- A. To create one full-time 1.0 FTE Senior Social Service Coordinator (Community Support Specialist) position, effective 04/05/2020 or the beginning of the first pay period following the approval of this resolution.
- B. Amend 2020 Budget to permit the position to be filled and accept additional revenue drawn from state grant.

Respectfully submitted this 24th day of March, 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

Fiscal Impact: None, 100% Billable Case Management Time and DHS BCA