



OFFICE OF KIM TRUEBLOOD
COUNTY CLERK
MARATHON COUNTY

AMENDMENT



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

ADJOURNED ORGANIZATIONAL MEETING

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, June, 23, 2020 at 7:00 p.m. to consider the following matters:

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

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

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

A. OPENING OF SESSION:

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

B. PRESENTATIONS / REPORTS:

7. Update on Marathon County Census Participation

C. CONSENT AGENDA:

8. Approval of minutes from the May 21 & 26, 2020 meetings
9. Referral of bills and communications to respective committees
10. Authorizing the Clerk to issue orders, bills and claims from the last session through this session
11. Confirmation of Appointments:
 - a) Aging and Disability Resource Center Board of Central Wisconsin
 - b) Marathon County Children with Disabilities Education Board
12. Adoption of Resolutions:
 - a) County Board of Supervisors:
 1. Changes in Supervisory District Boundaries Resulting from City of Wausau Annexation #R-39-20
 - b) Environmental Resources Committee:
 1. Town of Marathon Rezone-Recommend for Denial #R-41-20

D. PROCLAMATIONS:

13. June Dairy Month
14. World Elder Abuse Awareness Day

E. APPOINTMENTS:

15. Wisconsin Counties Utilities Tax Association
16. Marathon County Broadband Task Force

F. ORDINANCES:

17. Amending General Code of Ordinance for Marathon County Chapter 11.02 Animal Waste Management Ordinance Code #O-9-20

17a. Approval of the Broadband Task Force Charter #O-14-20

RESOLUTIONS

G. HUMAN RESOURCES, FINANCE, AND PROPERTY COMMITTEE:

18. Approving Purchase of Real Estate Located at 530 Jackson Street, Wausau, WI 54403 #R-42-20
19. Approve 2020 Budget Transfers for Marathon County Department Appropriations #R-43-20
20. Amend the 2018 CIP Library Roof Project and Transfer Funding from the Contingency/CIP Fund #R-44-20

~~GG. INFRASTRUCTURE COMMITTEE:~~

~~20a. Approval of the Broadband Task Force Charter #R-45-20~~

H. MISCELLANEOUS BUSINESS

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

WITNESS: My signature this 23rd day of June, 2020

Kim Trueblood
Marathon County Clerk

NOTE: The next meeting of the County Board will be the Educational Meeting on Thursday, July 23, 2020. The Business Meeting will be on Tuesday, July 28, 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.

2020 CENSUS

Greetings,

At a recent meeting with the Wisconsin Counties Association to discuss their continued 2020 Census outreach, it was suggested that each County in Wisconsin add the 2020 Census to their next County Board agenda. The purpose behind this is for the counties to remind their constituents that the 2020 Census continues and that it is important for each County to achieve an accurate and complete count of their residents. Doing so will provide valuable information in making plans for the next 10 years as well as continued access to valuable infrastructure funding.

I am including a snapshot of the current response rate for Marathon County as well as some of the higher and lower rates for municipalities in the county.

Wisconsin Response Rate 68.5% (second highest in nation)

Marathon County Response Rate - 75.4%

Marathon County Municipalities Exceeding County Rate (not all inclusive) -

Edgar 76.6% Hatley 79.9% Kronenwetter 80.1% Rothschild 80.3%

Marathon County Areas Lagging behind County Rate (not all inclusive) -

Stratford 67.0% Elderon (V) 55.6% Franzen (T) 65.8% Green Valley (T) 62.5%

If you have any questions, or would like to meet to discuss what can be done at the County level to ensure that everyone is counted, please feel free to contact me.

Take care and stay safe.

Daniel R. McCollum, Partnership Specialist
Chicago Region
U.S. Census Bureau
O: 312-579-1605 | M: 715-699-6175
census.gov | daniel.mccollum@2020census.gov

APPOINTMENT
Aging and Disability Resource Center Board
of Central Wisconsin

I, Kurt Gibbs, Chairperson of the Marathon County Board of Supervisors, do hereby upon approval of the Board, appoint Doug Machon, 840 5th St. South, Wisconsin Rapids, to the Aging and Disability Resource Center Board of Central Wisconsin (ADRC-CW), for an indefinite term.

Dated this 23rd day of June, 2020.

Kurt Gibbs, Chairperson
County Board of Supervisors

STATE OF WISCONSIN)
)SS.
COUNTY OF MARATHON)

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above appointment was confirmed by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held June 23, 2020.

S E A L

Kim Trueblood
Marathon County Clerk



BOARD MEMBER APPLICATION

Name DOUG MACHON Phone 715-423-0399

Address 840 5TH ST. SO. City WI. RAPIDS Zip 54494

E-mail: _____ You may also attach a brief bio with this application.

Do you have any previous experience serving on government or nonprofit boards or committees?
YES. ADRC-CW BOARD, UW COMMISSION, WISCONSIN RAPIDS, ETHICS COMMITTEE, HEALTH & HUMAN SERVICES COMMITTEE.

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

HAVE SERVED ON BOARD AND HAVE HISTORICAL PERSPECTIVE ON ISSUES. WILL NEEDS A RIDE! (LOL)

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

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

Please explain, as you feel necessary: _____

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

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

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

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

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

Wisconsin Rapids
715-421-0014
220 3rd Avenue S
Suite 1
Wisconsin Rapids, WI 54495

Toll Free: 1-888-486-9545 Email: adrc@adrc-cw.org Website: www.adrc-cw.org

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



AGING & DISABILITY RESOURCE CENTER OF CENTRAL WISCONSIN BOARD MEETING

Meeting Minutes, Thursday, May 14, 2020, 9:30 A.M.

Mission: The Aging and Disability Resource of Central Wisconsin promotes choice and independence through personalized education, advocacy, and access to services that prevent, delay, and lessen the impacts of aging and disabilities in the lives of adults.

Due to the COVID-19 pandemic and associated public health directives, this meeting was held via video and teleconference.

1. Call to Order: Meeting called to order by Chairman, Tim Buttke at 9:30 am.
2. Roll Call Attendance: Attendance taken by Angela Hansen.
 - Board members: Bill Clendenning, Jim Hampton, Tim Buttke, Mike Feirer, Norbert Ashbeck, Dora Gorski, Will Hascall, Dona Schwichtenberg, Dick Hurlbert, Danielle Yuska, Sandi Cihlar
 - Staff attending: Jonette Arms, Jennifer Cummings, Steve Prell, Mike Rhea, Ronda James, Erin Wells, Pa Thao, Brenda Kochanowski, Mary Rheinschmidt
 - Other attendees: Brenda Christian, Adult Protective Services, Lance Leonard, Marathon County Administrator, Amanda Ley, Marathon County Corporation Council
 - New board member Bill Clendenning introduces himself.
3. Public Comments – The Public Comment portion of the agenda is-suspended-temporarily because the technology necessary to afford the public the opportunity to address the ADRC-CW Board or ADRC-CW staff during public comment is difficult to guarantee, if a large number of individuals have elected to call in.

Antigo 715-627-6232 1225 Langlade Rd Antigo, WI 54409	Marshfield 715-384-8479 300 S Peach Ave Suite 1 Marshfield, WI 54449	Merrill 715-536-0311 607 N Sales St Suite 206 Merrill, WI 54452	Wausau 715-261-6070 2600 Stewart Ave Suite 25 Wausau, WI 54401	Wisconsin Rapids 715-421-0014 220 3 rd Avenue S Suite 1 Wisconsin Rapids, WI 54495
Toll Free: 1-888-486-9545 Email: adrc@adrc-cw.org Website: www.adrc-cw.org				
<i>WE PROVIDE WELCOMING, TRUSTWORTHY, RESPECTFUL, COLLABORATIVE, AND EMPOWERING SERVICES, PROGRAMS, AND OPPORTUNITIES.</i>				

4. Approval of Minutes – 03/12/2020
 - Motion to approve March 12, 2020 Minutes by Mike Feirer, seconded by Norbert Ashbeck. Motion carried, minutes approved.
5. Approval of Minutes from Special Meeting on COVID-19 – 3/26/2020
 - Motion to approve March 26, 2020 minutes by Mike Feirer, seconded by Norbert Ashbeck. Motion carried, minutes approved.
6. Report from the Finance Committee
 - Steve Prell presents the Finance Report, reviewing disbursements and expenses. Monthly statements are driven by the grant cycles.
 - Policy review tabled until next meeting.
 - Motion to approve the Finance Report by Will Hascall, seconded by Bill Clendenning. Motion carried, report approved.
7. Discussion/possible action – Year-end Budget Summary
 - Steve Prell reviews the Un-audited Year-End Budget
 - Audit scheduled for June 29 and 30, 2020
 - Motion to approve the Un-audited Year-end Budget by Sandi Cihlar, seconded by Danielle Yuska. Motion carried, budget approved.
8. Discussion/possible action – 2020 Budget Adjustments
 - Steve Prell reviews the adjustments created by the MIPPA grant, Prevention funds, Federal COVID funding, and DCS grant.
 - Complete adjustments in the packet.
 - Motion to approve the budget adjustments by Mike Feirer, seconded by Dona Schwichtenberg. Motion carried, adjustments approved.
9. Discussion/possible action - Citizen Board Member Application - Doug Machon
 - Motion to approve citizen member application for Doug Machon by Danielle Yuska, seconded by Sandi Cihlar.
 - Motion to table discussion of approval of application by Bill Clendenning. No second.
 - Motion to approve citizen member application for Doug Machon carried with one nay: Bill Clendenning
10. Discussion/possible action – Final review of Gift Policy
 - Motion to approve the Gift Policy by Danielle Yuska, seconded by Dick Hurlbert. Motion carried, policy approved.
11. Discussion/possible action – Landline Infrastructure Decline sample advocacy letter
 - Discussion to mention of 911 specifically and to have Board Chairman Tim Buttke sign on behalf of the Board added to the letter.

- Motion to approve advocacy letter with additions by Will Hascall, seconded by Norbert Ashbeck. Motion carried, letter approved with additions.

12. Discussion/possible action – Director’s Report

- Full report in the packet.
- Jonette Arms reminded the Board of technology usage survey and gave an update on the organizations plan for a safe opening amid COVID and the repeal of the Safer at Home order.
- Mike Rhea provided an overview of the activities with the Resource Services staff.
- Pa Thao provided an overview of the organizational service statistics.
- Jennifer Cummings updated the Board with the DCS hire, Scott Seeger, and challenges of the caregiver support staff working remotely with families. Jennifer is working with the state and Ronda James to develop a method of registering and distributing Senior Farmers’ Market Voucher.
- Ronda James provided an update with nutrition services and program successes along with compliments from customers and family members.
- Erin Wells provided the Board with the many new volunteers in each area that have come forward during this time of COVID.
- Angela Hansen provides the Board with a technology update. The organization has moved to G Suite for email, calendar, and video conferencing. The telephone system is outdated and new products are being researched. The goal is to afford the specialists more flexibility and mobility with the new phone system.
- Jonette Arms continued the discussion with information on the Wisconsin Rapids lease agreement and an upcoming meeting with the new mayor. Bill Clendenning requested to be a part of the meeting.
- Jonette Arms also updated the Board on its request for information regarding the acquisition of Adult Protective Services (APS).

13. Discussion/possible action – APS Presentation – Brenda Christian, Supervisor

- Brenda Christian provided a high-level overview of APS services and how those services often overlap the services provided by the ADRC-CW resource specialists.

14. Future Agenda Items

- Representative Mary Felzkowski
- Resource Center process: What happens when you call the ADRC-CW

15. Adjournment

- Dick Hurlbert motioned to adjourn, seconded by Norbert Ashbeck. Motion carried, meeting adjourned at 11:35 am.

Minutes respectfully submitted by Angela Hansen



Dr. Kelly Kapitz
Director

Kristin Jacobson
Assistant Director

Jason Haluska
Assistant Director

TO: Lance Leonhard
Marathon County Administrator

FROM: Kelly Kapitz, PhD.
Director of Special Education

RE: Children with Disabilities Education Board Appointments

DATE: June 8, 2020

The following individuals have been recommended by their local school boards to serve on the Marathon County Children with Disabilities Education Board, effective July 1, 2020, for a term of three years:

Gary Gunderson
3563 Boss Road
Abbotsford, WI 54405
(Abbotsford School District)

Lori Haines
706 Hope Drive
Athens, WI 54411
(Athens School District)

Gary Lewis
R4987 Aspen Road
Edgar, WI 54426
(Edgar School District)

Jodi DeBroux
233444 County Rd S
Edgar, WI 54426
(Marathon School District)

Carol Schulz
3348 State Road 66
Rosholt, WI 54473
(Rosholt School District)

Scott Johnson
N10127 Basswood Avenue
Spencer, WI 54479
(Spencer School District)

We would appreciate your review and recommendation for confirmation of these appointments by the County Board.

Thank you. If you have any questions, please call.

KAK/kf



A TRADITION OF EXCELLENCE

SCHOOL DISTRICT OF ABBOTSFORD

Visit Our Website at <http://www.abbotsford.k12.wi.us>

* COMMUNITY * FAMILY * EDUCATION *



CHERYL BAKER

District Administrator
510 W Hemlock Street
Abbotsford WI 54405
Telephone: (715) 223-6715
Fax: (715) 223-4239

GEORGIA KRAUS

District Accountability Coordinator
510 W Hemlock Street
Abbotsford WI 54405
Telephone: (715) 223-6715
Fax: (715) 223-4239

RYAN BARGENDER

Middle/High School Principal
307 N 4th Avenue
Abbotsford WI 54405
Telephone: (715) 223-2386
Fax: (715) 223-3986

GARY GUNDERSON

Elementary School Principal
510 W Hemlock Street
Abbotsford WI 54405
Telephone: (715) 223-4281
Fax: (715) 223-0691

Date: May 28, 2020

Dear Dr. Kapitz and the Marathon County Board of Supervisors,

On May 18, 2020, the Abbotsford School District Board voted to appoint Gary Gunderson as a representative to the Marathon County Children with Disabilities Education Board (MCCDEB) for a term of three years beginning on July 1, 2020 and ending June 30, 2023. The district board minutes affirming this selection will be sent once approved.

If you have any questions, do not hesitate to contact me at 715-659-5347.

Sincerely,

Cheryl Baker

Superintendent
School District of Abbotsford

School District of Athens

601 W. Limits Road | P.O. Box F | Athens, WI 54411

(715) 257-7511 | Fax (715) 257-7502

www.athens1.org

May 29, 2020

Dear Dr. Kapitz and the Marathon County Board of Supervisors,

On April 27, 2020, the Athens School District Board voted to appoint Lori Haines as a representative to the Marathon County Children with Disabilities Education Board (MCCDEB) for a term of three years beginning on July 1, 2020 and ending June 30, 2023. The district board minutes affirming this selection will be sent once approved.

If you have any questions, do not hesitate to contact me at 715-715-7051.

Sincerely,



Jeffrey A Mastin
Superintendent
School District of Athens



SCHOOL DISTRICT OF EDGAR

203 E. Birch Street, P.O. Box 196

Edgar, WI 54426

<http://www.edgar.k12.wi.us>

DISTRICT OFFICE

Dr. Cari Guden
District Administrator
Telephone 715-352-2351
Fax 715-352-3198

ELEMENTARY SCHOOL

Lisa Witt, Principal/
Curriculum Coordinator
112 N. 2nd Ave., P.O. Box 198
Edgar, WI 54426
Telephone 715-352-2727
Fax 715-352-3022

MIDDLE/HIGH SCHOOL

Thomas McCarty
Middle/High School Principal
Telephone 715-352-2352
Fax 715-352-3198

BOARD OF EDUCATION

Bill Dittman, President
Gary Lewis, Vice-President
Corey Mueller, Clerk
Tess Kaiser, Treasurer
Suzanne Wolf, Member

May 7, 2020

Dear Dr. Kapitz and the Marathon County Board of Supervisors,

On May 6, 2020 the Edgar School District Board voted to appoint Mr. Gary Lewis name as a representative to the Marathon County Children with Disabilities Education Board (MCCDEB) for a term of three years beginning on July 1, 2020 and ending June 30, 2023. The district board minutes affirming this selection will be sent once approved..

If you have any questions, do not hesitate to contact me at 715-352-2351.

Sincerely,

Dr. Cari Guden, Superintendent
Edgar School District



SCHOOL DISTRICT OF MARATHON

204 EAST STREET • MARATHON WI • 54448-0037 • (715) 443-2226

Richard T. Parks
Administrator

David Beranek
HS Principal

Sarah Budny
ES/MVA Principal

May 28, 2020

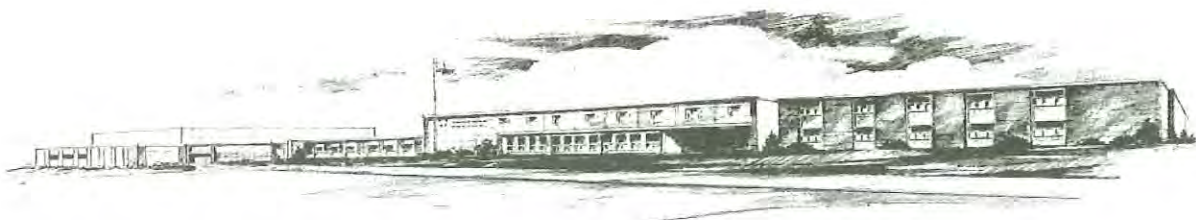
Dear Dr. Kapitz and the Marathon County Board of Supervisors:

On May 13, 2020, the School District of Marathon Board voted to appoint Jodi DeBroux as a representative to the Marathon County Children with Disabilities Education Board (MCCDEB) for a term of three years beginning on July 1, 2020 and ending June 30, 2023. The district board minutes affirming this selection will be sent once approved.

If you have any questions, do not hesitate to contact me at 715-443-2226.

Sincerely,

Richard Parks, Ed.S.
Superintendent
School District of Marathon



SPENCER PUBLIC SCHOOLS



Tom Schafer, President
Jim Krasselt, Vice President
Shawn Lyon, Clerk
Jodi Hebert, Treasurer
Jordan Buss, Director

Phone: 715-659-5347 Fax: 715-659-5470
300 N School Street Spencer WI 54479-9300

Michael L. Endreas
Superintendent

Date: May 7, 2020

Dear Dr. Kapitz and the Marathon County Board of Supervisors,

On April 29, 2020 , the Spencer School District Board voted to appoint Scott Johnson as a representative to the Marathon County Children with Disabilities Education Board (MCCDEB) for a term of three years beginning on July 1, 2020 and ending June 30, 2023. The district board minutes affirming this selection will be sent once approved..

If you have any questions, do not hesitate to contact me at 715-659-5347.

Sincerely,

A handwritten signature in cursive script that reads "Michael L. Endreas".

Michael Endreas
Superintendent
Spencer School District

April 28, 2020

Dear Mr. Leonhard and the Marathon County Board of Supervisors,

My name is Gary Gunderson and I have been recommended for appointment to the Marathon County Children with Disabilities Education Board by the Abbotsford School District. I have served in this capacity since 2017 (year). I am interested in continuing my board appointment because I see the importance of being a voice for students with disabilities. Marathon County Special Education provides a valuable service for six rural schools in addition to Birth to Three services for three counties, and I wish to continue to be a part of this board to ensure that it continues to provide what these districts and counties need.

I hope that you will consider my reappointment for the next 3 year term.

Sincerely,

Gary Gunderson

Abbotsford School District

April 29, 2020

Dear Mr. Leonhard and the Marathon County Board of Supervisors;

Please let me introduce myself. My name is Lori Haines. I had been an elected member of the Athens School District Board of Education for 15 years, until my retirement from the board in 2015. During that time, I had held the elected office of President of the Board for 9 years.

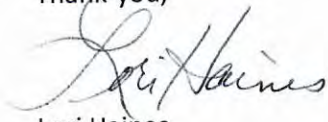
During my time on the board in Athens, I was appointed by my fellow members in 2011 to be the district representative to the Marathon County Children with Disabilities Education Board. In the summer of 2014, I was elected by my fellow board members to be our board Secretary, which I currently hold.

Recently, our organization took over the responsibilities of overseeing the Birth to 3 Program, from Marathon County.

Our current board and administration are doing a terrific job of making sure children in our county are receiving an education and other health services.

Please consider my request to be reappointed as the School District of Athens Board of Education representative to the Marathon County Children with Disabilities Education Board, for another 3 year term.

Thank-you,

A handwritten signature in cursive script that reads "Lori Haines". The signature is written in black ink and is positioned above the printed name.

Lori Haines,

School District of Athens Board of Education representative

**Gary A. Lewis
229417 Aspen Valley Road
Edgar, WI 54426**

715-352-2580

May 22, 2020

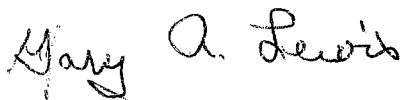
Marathon County Special Education
ATTN: Ms. Kari Forsythe
1200 Lake View Drive, Suite 350
Wausau, WI 54403

Dear Mr. Leonhard and Marathon Co. Board of Supervisors:

My name is Gary Lewis, and I have been recommended for appointment to the Marathon County Children with Disabilities Education Board by the Edgar School District. I have served in this capacity since 1999. I am interested in continuing my board appointment because I feel we have greatly increased opportunities for special education students. I enjoy helping with some of the activities provided for these children. Their smiles are heart warming

I hope that you will consider my reappointment for the next three-year term.

Sincerely,



Gary A. Lewis
Edgar School District

June 8, 2020

Dear Mr. Leonhard and the Marathon County Board of Supervisors,

Hello, my name is Jodi DeBroux and I have been recommended for re-appointment to the Marathon County Children with Disabilities Education Board by the Marathon City School District School Board. I have served in this capacity since 2019.

I am interested in serving on the MCSE Board because I strongly feel that families and school districts must work together with united resources to help build positive working relationships, leading to shared decision making and ultimately, better outcomes for every student.

This is an even more imperative process when encompassing special education and the service needs for students with disabilities. I truly believe families and school communities, when work together, have the beliefs, knowledge, and skills to meaningfully engage in effective decision-making to improve outcomes for students with disabilities.

I find being part of the collaborative work among Marathon County Special Education, the consortium school districts, and families an integral and meaningful part of education. This outstanding tradition prepares individuals with disabilities for a meaningful life within our communities.

Please consider my reappointment for the next 3 year term.

Sincerely,

Jodi L. DeBroux

May 12, 2020

Dear Mr. Leonhard and the Marathon County Board of Supervisors:

I have been recommended for appointment to the Marathon County Children with Disabilities Board by the Rosholt School District. I have served in this capacity since 1998. I am interested in continuing my board appointment because serving on this board gives me much satisfaction as we help provide high-quality special education programs and services to children with disabilities in our consortium schools.

I hope that you will consider my reappointment for the next 3-year term.

Sincerely,

A handwritten signature in cursive script that reads "Carol J. Schulz".

Carol J. Schulz
Rosholt School District

04/28/2020

Dear Mr. Leonhard and the Marathon County Board of Supervisors,

Hello, my name is Scott Johnson and I have been recommended for re-appointment to the Marathon County Children with Disabilities Education Board by the Spencer School District School Board. I have served in this capacity since the spring of 1998. After becoming an employee of the Spencer School District that same year, I was appointed to fill a vacancy when our then Principal, Mark McGuire, moved to a different District.

I knew little of Special Education at that time, but have come to understand and appreciate the very important role this program affords the students of our county and all the schools involved.

Please consider my reappointment for the next 3 year term.

Sincerely,
Scott E Johnson

School District of Spencer

RESOLUTION #R - 39 - 20
CHANGES IN SUPERVISORY DISTRICT BOUNDARIES RESULTING
FROM CITY OF WAUSAU ANNEXATION

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

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

Part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, described as follows:

Commencing at the intersection of the East line of Lot 1 of Certified Survey Map No. 7295 recorded in the office of Register of Deeds for Marathon County in Volume 28 of Certified Survey Maps on page 68, and the North right-of-way of Hilltop Avenue, the point of beginning;

Thence West, along said North right-of-way, 97 feet to the East right-of-way of N. 43rd Ave; thence West, 66 feet to the intersection of said North right-of-way of Hilltop Avenue and the West right-of-way of said N. 43rd Avenue; thence North, along said West right-of-way, 370 feet to the North line of the South 400 feet of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence West, along said North line, 197 feet to the West line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence South, along said West line, 370 feet to said North right-of-way of Hilltop Avenue; thence East, along said North right-of-way, 24.75 feet to the East right-of-way of N. 44th Avenue, extended Northerly; thence South, along said East right-of-way extended Northerly, 60 feet the South right-of-way of Hilltop Avenue; thence East, along said South right-of-way, 275.25 feet to the East line of Lot 1 of Certified Survey Map No. 10205 recorded in the office of Register of Deeds for Marathon County in Volume 42 of Certified Survey Maps on Page 28; thence North, along said East line extended Northerly, 30 feet to the South line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence East, along said South line, 60 feet to said East line of Lot 1 of Certified Survey Map No. 7295, extended Southerly; thence North, along said East line extended Southerly, 33 feet to said North right-of-way of Hilltop Avenue, the point of beginning,

should be included in Supervisory District #9, there being two electors residing therein; and

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

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

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

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

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

Dated this 23rd day of June, 2020.

COUNTY BOARD OF SUPERVISORS

_____	_____
_____	_____
_____	_____
_____	_____

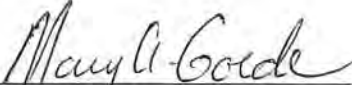


CERTIFICATION

I, Mary A. Goede, do hereby certify that I am the duly qualified and acting Deputy City Clerk of and for the City of Wausau, Marathon County, Wisconsin. Acting in that capacity, I do further certify that the accompanying ordinance is a true and correct copy of the Joint Ordinance of the Capital Improvements & Street Maintenance Committee and Plan Commission Annexing territory from the Town of Stettin to the City of Wausau, (Lowe – 4306 Hilltop Avenue), adopted by the Common Council of the City of Wausau on the 13th day of May, 2020. The population of said territory is two (2).

Dated this 19th day of May, 2020.

City of Wausau, Marathon County, Wisconsin.



Mary A. Goede
Deputy City Clerk
Wausau, Wisconsin

SEAL

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

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

Lowe – 4306 Hilltop Avenue

Committee Action: CISM Approved 5-0
Plan Comm. Approved 6-0

Ordinance Number: 497-20B

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

File Number: 20-0504

Date Introduced: May 13, 2020

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

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

SEE ATTACHED

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

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

Section 4. Aldermanic District and Population of Annexed Area. The territory described in Section 1 of this ordinance is hereby made a part of the 9th Aldermanic District and the 51st Ward of the City of Wausau, subject to the ordinances, rules and regulations of the city, county, and state, governing districts.

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

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

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

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

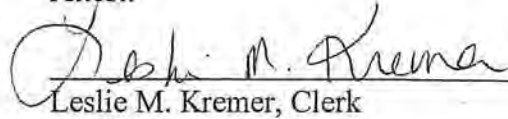
Section 8. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Adopted: 5/13/20
Approved: 5/14/20
Published: 5/16/20
Attest: 5/14/20

Approved:


Katie Rosenberg, Mayor

Attest:


Leslie M. Kremer, Clerk

Legal Description for Proposed Annexation

Gordon Lowe

Barbara Lowe

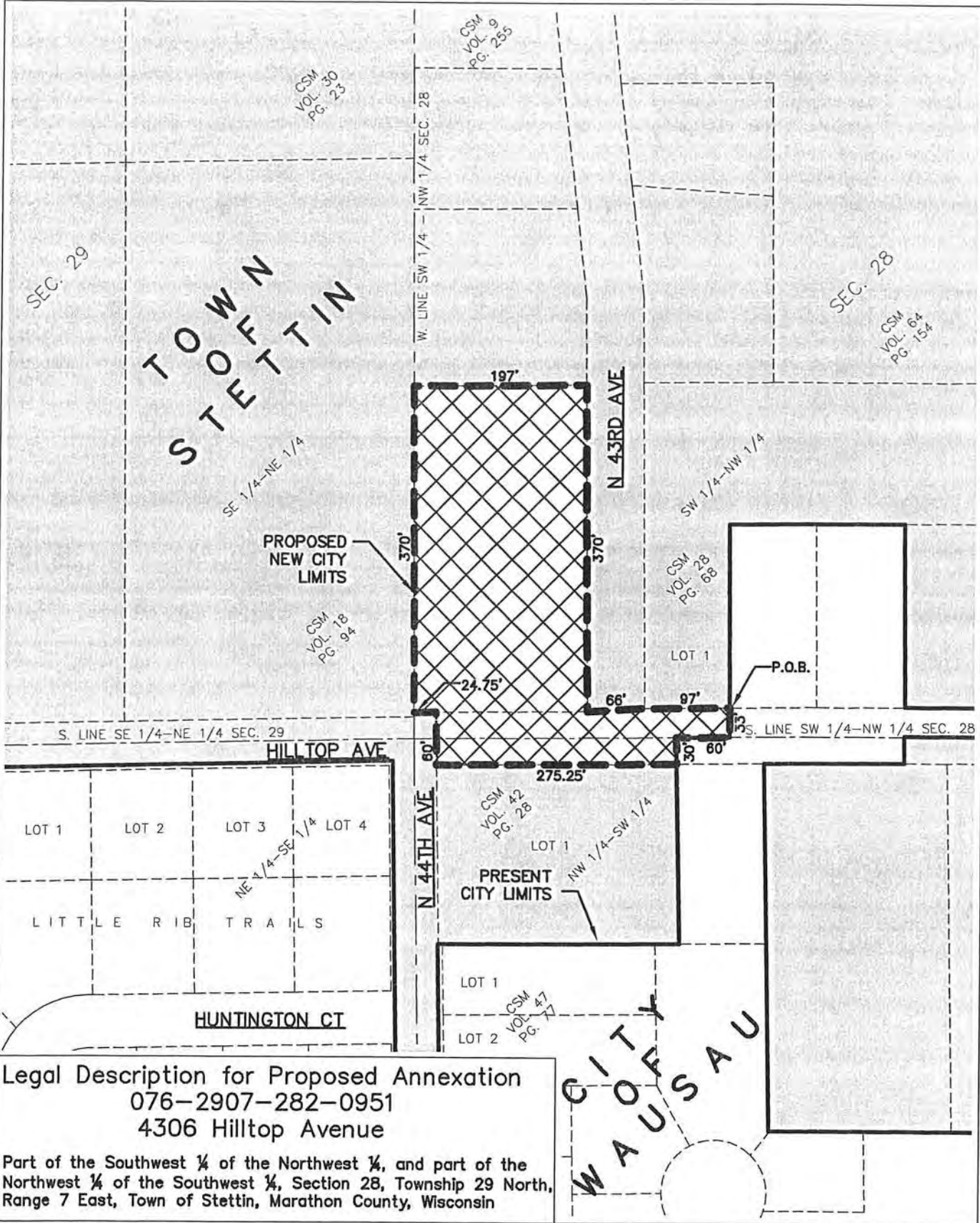
4306 Hilltop Avenue

076-2907-282-0951

Part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin, described as follows:

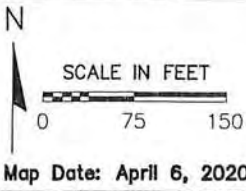
Commencing at the intersection of the East line of Lot 1 of Certified Survey Map No. 7295 recorded in the office of Register of Deeds for Marathon County in Volume 28 of Certified Survey Maps on page 68, and the North right-of-way of Hilltop Avenue, the point of beginning;

Thence West, along said North right-of-way, 97 feet to the East right-of-way of N. 43rd Avenue;
thence West, 66 feet to the intersection of said North right-of-way of Hilltop Avenue and the West right-of-way of said N. 43rd Avenue; thence North, along said West right-of-way, 370 feet to the North line of the South 400 feet of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence West, along said North line, 197 feet to the West line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence South, along said West line, 370 feet to said North right-of-way of Hilltop Avenue; thence East, along said North right-of-way, 24.75 feet to the East right-of-way of N. 44th Avenue, extended Northerly; thence South, along said East right-of-way extended Northerly, 60 feet to the South right-of-way of Hilltop Avenue; thence East, along said South right-of-way, 275.25 feet to the East line of Lot 1 of Certified Survey Map No. 10205 recorded in the office of Register of Deeds for Marathon County in Volume 42 of Certified Survey Maps on Page 28; thence North, along said East line extended Northerly, 30 feet to the South line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence East, along said South line, 60 feet to said East line of Lot 1 of Certified Survey Map No. 7295, extended Southerly; thence North, along said East line extended Southerly, 33 feet to said North right-of-way of Hilltop Avenue, the point of beginning.



Legal Description for Proposed Annexation
 076-2907-282-0951
 4306 Hilltop Avenue

Part of the Southwest 1/4 of the Northwest 1/4, and part of the Northwest 1/4 of the Southwest 1/4, Section 28, Township 29 North, Range 7 East, Town of Stettin, Marathon County, Wisconsin



PROPOSED ANNEXATION MAP
 ANNEXING TERRITORY
 FROM THE TOWN OF STETTIN

TOTAL AREA OF
 PROPOSED ANNEXATION
 91829± S.F.
 2.11± AC.

RESOLUTION # R-41-20
Town of Marathon 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 Chapter 17; by Eric Greening on behalf of David and Melissa Jellings from F-P Farmland Preservation to G-A General Agriculture, described as part of the N ½ of the N ½ of the NE ¼ of Section 27, Township 28N, Range 06E, Town of Marathon. Existing parcel is 37.50 acres. PIN #054.2806.271.0999 with an address of: 142495 Alpine Rd, Marathon, WI 54448

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 June 2, 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 recommendation of the Town of Marathon, hereby recommends the petition be DENIED.

NOW, THEREFORE, BE IT RESOLVED, the County Board of Supervisors of the County of Marathon denies the petition to amend the General Code of Ordinances for Marathon County Chapter 17 Zoning Code (and accompanying Zoning Map) as stated above.

Dated this 2nd day of June, 2020

ENVIRONMENTAL RESOURCES COMMITTEE

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

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

/s/ Allen Opall /s/ David Oberbeck /s/ Arnold Schlei

Dated this _____ day of _____, 2020

Kurt Gibbs – Marathon County Board Chair

STATE OF WISCONSIN)
MARATHON COUNTY)
TOWN OF MARATHON)

RESOLUTION ON ZONING ORDINANCE AMENDMENT

TO THE MARATHON COUNTY ENVIRONMENTAL RESOURCES COMMITTEE

I, Kelley Blume, Clerk of the Town of Marathon, 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 Marathon Town Board at a meeting held on the 10th day of March, 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 Marathon Town Board considered on the 10th day of March, 2020, petition of Eric Greening on behalf of David and Melissa Jellings to amend the Marathon County Zoning Ordinance from F-P Farmland Preservation to G-A General Agriculture, described as part of the N 1/2 of the N 1/2 of the NE 1/4 EX R12-547 (RD) EX N 33' of Section 27, Township 28N, Range 06E, Town of Marathon. Existing parcel is 37.50 acres PIN #054.2806.271.0999 with an address of: 142495 Alpine Rd, Marathon, WI 54448.

The Town of Marathon 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: Road and electric are there now
additional service should not be needed
- 2) Has the applicant demonstrated how the provision of the public facilities will not be an unreasonable burden to local government?
 No Yes Explain: as a residence the existing public
facilities would be adequate
- 3) Has the applicant determined that the land is suitable for the development proposed? Explain.
 No Yes Explain: It was not identified if there was
a suitable building site on the new parcel
- 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: Probable wetlands and very steep
elevation of the property marginal and sensitive areas
- 5) Is there any potential for conflict with existing land uses in the area?
 No Yes Explain: Potential conflict with the traffic, noise
or smells of agriculture.

(OVER)

RECEIVED

MAR 18 2020

MARATHON CO. CONSERVATION,
PLANNING & ZONING DEPT

- 6) Has the applicant demonstrated the need for the proposed development at this location? Explain.
 No Yes Explain: There are other properties that are available
- 7) Has the applicant demonstrated the availability of alternative locations? Be specific
 No Yes Explain: He has been looking for a home for 3 years in the area
- 8) Is cropland is being consumed by this zone change? What is the productivity of the agricultural lands involved?
 No Yes Explain: The soil type is very unsuited for cropping and has limited productivity for ag.
- 9) Has the applicant explained how the proposed development will be located to minimize the amount of agricultural land converted?
 No Yes Explain: The property has limited ag. use and the amount of wetlands would prohibit altering most of it
- 10) Is proposed rezone request consistent with the town's adopted Comprehensive Plan? Explain.
 No Yes Explain: We discourage development of marshland or sensitive areas (Town Comprehensive Plan page 22)
- 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 Marathon has a long history of protecting the rural character of our Township through planning and would ask the County to follow our recommendation
 The Town of Marathon 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 Kelly Blume
 Town Board David R. Kautner
Beane Seal

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 25, 2020 to:

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



PROCLAMATION

JUNE DAIRY MONTH

WHEREAS, Marathon County is the largest County in the State of Wisconsin with an area of 1,584 square miles and 135,341 residents. It has a wide variety of industrial plants which manufacture more than fifty different products, including dairy products ranked as one of the most important; and

WHEREAS, Marathon County is one of the leading dairy producing counties in the State of Wisconsin and the nation, currently the third in milk production in Wisconsin; and

WHEREAS, farmers in Marathon County are promoters of the family farm and provide a good sense of dedication and work ethic for the youth of our County; and

WHEREAS, according to census and other statistical data analyzed by UW-Extension, the dairy industry is responsible for 7,203 jobs in Marathon County. It is the largest part of county agriculture, contributing a total of \$2.03 billion to the local economy annually.

THEREFORE, BE IT RESOLVED that the Marathon County Board of Supervisors salute the dairy farmers and the dairy industry by declaring June, 2019 Dairy Month in Marathon County.

Dated this 23rd day of June, 2020

Kurt Gibbs, Chairperson
County Board of Supervisors



WORLD ELDER ABUSE AWARENESS DAY

Building Strong Support for Elders

WHEREAS: As our population lives longer and as our demographics shift – noting that every day 10,000 persons turn 65 in the US which will continue for the next 20 years – we are presented with an opportunity and need to think about our collective needs and future as a nation; and

WHEREAS: Abuse and neglect of older adults is an ever-increasing problem in today's society that crosses all socio-economic boundaries;

WHEREAS: Combating the abuse of older people will help improve their quality of life in our communities and will allow older persons to continue to live as independently as possible and contribute to the life and vibrancy of Marathon County;

WHEREAS: In 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

WHEREAS: 2020 marks the 15th Annual World Elder Abuse Awareness Day. Its recognition will promote a better understanding of abuse and neglect of older adults;

WHEREAS: We are all responsible for building safer communities for our older adults and all citizens and increasing awareness will assist in the prevention of elder abuse;

THEREFORE I, Kurt Gibbs, Chairman of the Board of Marathon County, do hereby proclaim June 15, 2020 as **World Elder Abuse Awareness Day** in Marathon County and encourage all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

Dated on this 23rd day of June, 2020

By _____
Kurt Gibbs, Marathon County Board Chair

APPOINTMENT
Wisconsin Counties Utilities Tax Association

I, Kurt Gibbs, Chairperson of the County Board of Supervisors, do hereby upon approval of the Board, appoint the following individual to the Wisconsin Counties Utilities Tax Association for a two year term to coincide with the County Board Supervisor term of office, expiring in April, 2022.

Supervisor Tom Rosenberg

Mileage/expense reimbursement is allowed for meeting attendance, paid upon request.

Dated this 23rd day of June, 2020

Kurt Gibbs
County Board Chairperson

STATE OF WISCONSIN)
)SS.
COUNTY OF MARATHON)

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above appointments were confirmed by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held June 23, 2020.

S E A L

Kim Trueblood
Marathon County Clerk

APPOINTMENT
Marathon County Broadband Task Force

I, Kurt Gibbs, Chairperson of the Marathon County Board of Supervisors, do hereby upon approval of the Board, appoint the following individuals to the Marathon County Broadband Task Force for two year terms to coincide with the County Board terms of office, expiring at the Organizational Meeting in April, 2022.

County Board Supervisor John Robinson (Chair)
County Board Supervisor Sara Guild (Vice Chair)
County Board Supervisor Jacob Langenhahn
County Board Supervisor Sandi Cihlar

Kent Olson, N297 River View Ave, Merrill, WI 54452
Katrina Becker, 247011 Baldwin Creek Road, Athens, WI 54411
Eric Budleski, 170794 Budleski Dr, Hatley, WI 54440
Emmett McBride, 1705 Hemlock Ave, Rothschild, WI 54476

Mileage/expense reimbursement is allowed for meeting attendance, paid upon request.

Dated this 23rd day of June, 2020.

Kurt Gibbs
County Board Chairperson

STATE OF WISCONSIN)
)SS.
COUNTY OF MARATHON)

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above appointments were confirmed by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held June 23, 2020.

S E A L

Kim Trueblood
Marathon County Clerk

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 2nd day of June, 2020

ENVIRONMENTAL RESOURCES COMMITTEE

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

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

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

Dated this ____ day of _____, 2020

Kurt Gibbs – Marathon County Board Chair



MEMORANDUM

DATE: June 18, 2020
TO: Marathon County Board of Supervisors
FROM: Paul Daigle and Matt Repking-Marathon County-Conservation, Planning and Zoning Department
SUBJECT: ORDINANCE REVISIONS - Chapter 11.02 – Animal Waste Management Ordinance

The Marathon County Conservation, Planning, and Zoning Department (CPZ) is proposing to revise Chapter 11.02 – Animal Waste Management Ordinance of the General Code of Ordinances. These ordinance revisions support Objective 5.2 and 6.3 of the Marathon County Strategic Plan – Promote sound land use decisions that conserve and preserve natural resources in decisions with economic development and growth; and protect and enhance the quantity and quality of potable groundwater and potable surface water supplies, respectively. This process began late in 2019 and this memo is being sent to provide you background on the purpose of the ordinance, opportunities provided for public input, and a summary of the proposed revisions.

Prior to introduction of the proposed ordinances revisions to County Board in March, 2020, CPZ had extensive outreach to the community including notifications sent to farm groups, farmers, agronomists; emails sent to various interested individuals; engagement of community groups; two open houses; engaging the media, as well as the required Marathon County Environmental Resource Committee (ERC) public hearing. Since the proposed revisions were referred back to the ERC by the County Board for further public input, CPZ has sent an information memo to 544 farmers most likely to be impacted by the proposed revisions. The memo included opportunities to provide additional feedback for the draft language and opportunities to learn more about the revisions. In addition, community groups, farm groups, and other stakeholders were notified of opportunities to provide further input.

On June 2, 2020 the ERC reopened the public hearing and heard comments and listened to concerns of farmers, agronomists, and a farm group. CPZ staff also provided information on the proposed revisions, including written comments received from citizens, and specifically comments addressing the Marathon County Farm Bureau letter which was forwarded to you County Board Supervisors prior to the June ERC meeting. These CPZ staff comments to the Farm Bureau letter are included in your packet. ERC closed the public hearing and are recommending approval of the proposed revisions, with one modification, to the county board.

To better assist you in reviewing the proposed amendments, CPZ staff is providing the following:

- Digital copies of the *Draft Animal Waste Management Ordinance* can be found by visiting Marathon County's CPZ Website: <https://bit.ly/39fgAUM>
- You may also listen to a narrated PowerPoint presentation reviewing the highlights of the revisions which can also be found on the CPZ website: <https://bit.ly/2KjTCkT>

Conservation, Planning & Zoning Department



MEMORANDUM

Purpose of Ordinance: The outcome of the ordinances is to safeguard the surface and ground water resources of Marathon County by insuring new animal waste storage facilities are built in a suitable location in relation to groundwater and bedrock, utilizing properly engineered facilities. The ordinance also insures proper short and long term maintenance, proper abandonment when idle, and the proper application of animal waste from all waste storage facilities to insure animal waste is applied at the right time, in the right location at correct rate to not only optimize fertility to crops but to protect the health and safety of residents by protecting the groundwater and surface water resources of Marathon County during application. It also provides for the administration and enforcement of the ordinance and provides penalties.

The types of revisions proposed include:

- Expansion 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
- Inclusion of State Performance Standards and Prohibitions for:
 - Excessive runoff from barnyards
 - Restrictions on unconfined animal waste storage piles near waterbodies
 - Restrictions of overgrazed stream banks
- Clarification of enforcement, variance, and appeals process

Feel free to call Paul Daigle, 715-261-6006 or Matt Repking, 715-261-6010 for additional information or answers to questions.

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.

Conservation, Planning & Zoning Department

NOTE: The red text in this document have been inserted by Conservation, Planning, and Zoning staff as a response to the Farm Bureau questions for the Environmental Resources Committee Animal Waste Ordinance public hearing on June 2, 2020.

May 27, 2020

Dear ERC Committee members,

On behalf of the Marathon County Farm Bureau and other concerned farmers, we would like to present the following points for consideration in the adoption of the proposed ordinances regarding the new animal waste policies. We request the copies of these concerns be provided to all committee members before the public hearing so they can follow along as they are read into the official minutes.

- 1) If these proposals are for Marathon County, but yet pollution for the Eau Pleine watershed and other waterways entering into Marathon County comes into the county from bordering counties, they are not bound by these ordinances but yet still cause pollution in our county. How will that be addressed as to who is to blame and who would be responsible to solve the problem?

Multi-county watershed planning is not part of this ordinance recommendation before ERC and is not part of this public hearing today. This is a county ordinance and only applies to citizens that operate within the county. If there is an effort to target a specific watershed that lies in multiple counties, the watershed plan is developed in conjunction with those counties. For example in the past the Big Eau Pleine Priority watershed plan was developed and implemented in partnership with Taylor and Clark Counties. The Yellow River Watershed was completed the same way with Wood and Clark Counties. How an ordinance like this would come in play would be specific to the watershed. In addition, partnerships with adjoining counties are addressed in the Land and Water Resource Management (LWRM) plan, adopted by the county board.

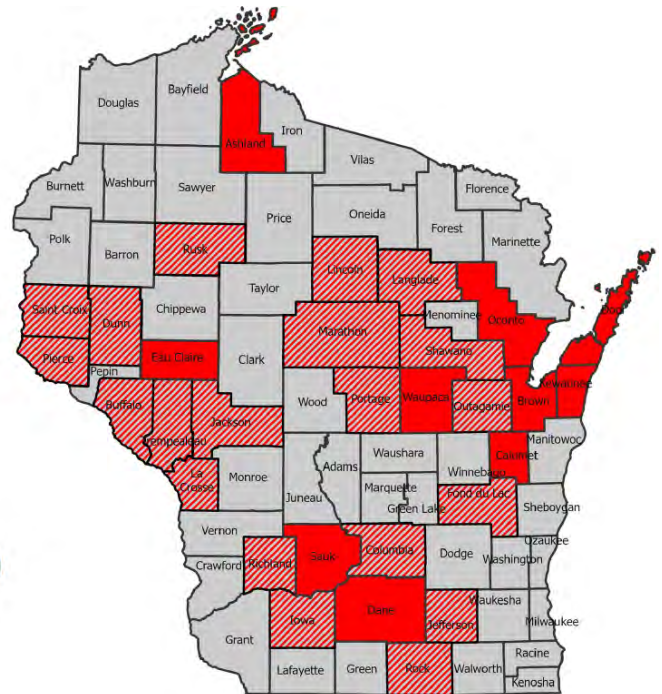
- 2) As we are going through the proposed ordinances, we noticed that there are numerous deletions and additions to what the state statutes are. Why does the county administration feel the need to make changes to what the state already has in place, and why does the county feel it necessary to even adopt the state statutes when other counties are not?

Marathon County has a long history of inclusion of some of the State Agriculture Performance Standards and Prohibitions (APSP) included in this ordinance to protect the surface and ground water of the county. This strategy is identified in the goals and objectives strategy of the county board adopted LWRM plan and specifically addresses the APSP. The current ordinance reflects Statutes in regards to construction and operation of waste storage facilities. The proposed changes adds additional safeguards to protect the surface and ground water of the county. These proposed changes mirror State

Statute. Both DNR and DATCP have been provided the draft ordinance and have approved changes. Marathon County is not alone in incorporating these into local ordinances as local control has been deemed the most effective tool and is consistent with the county LWRM plan. Some of the revisions were for clarification of the ordinance to make it more transparent and easier to interpret and understand for the public, farmers, and from a legal perspective.

In addition to the Counties listed in the map, as of 6/1/2020, an search of each counties website identified the following counties whom also have ordinances which list some or all of the State Agricultural Performance Standards and Prohibitions: Adjacent counties include: Taylor, Clark, and Wood. Other Counties include: Polk, Barron, Chippewa, Marinette, Adams, Waushara, Winnebago, Manitowoc, Sheboygan, Ozaukee, Washington, Dodge, Vernon, Crawford, Grant, Lafayette, Green and Walworth.

County Ordinances
to Enforce
State Agricultural
Nonpoint Performance
Standards: 2020*



* Based on email survey on 2/28/2020 by Waukesha County

3)

We have concerns regarding animal waste storage piles that are not within a storage facility, livestock facility, and barnyard storage facility, and are in an open area and not covered. As an example, grazing, organic operations, horse farms, beef farms (both large and small), and goat farms frequently pile their animal waste during the winter to hopefully spread it in the spring or summer. These piles are not within the three established guidelines, so how will they be regulated or even possibly banned? Will these operations be forced to build a confinement structure? What about those that daily spread? Will they also be forced to build a containment system to eliminate daily hauling? How are winter and supplementing areas that hold cattle for the purpose of

feeding said animals that also could be a source of pollution, going to be addressed? As it is being put forth presently, these areas are being favored or ignored altogether. Our concern is that places that do not have land to spread their waste, leave the manure in piles with no intentions of ever spreading it because there is NO place to go with it. CPZ staff work with all farms regardless of size to properly manage manure and in the case where there are violations, all farmers that are subject to this ordinance are treated uniformly and consistently.

In regards to unconfined animal waste piles, the proposed changes mirror State Statute in regards to what is considered proper and improper manure piles. CPZ staff currently work with farmers to locate suitable manure stacking locations, outside of prohibited Surface Water Quality Management Areas (SWQMA) where runoff to surface waters and infiltration to groundwater is unlikely. No farmer will be required to build a storage facility as a result of the proposed changes. Stacking sites will not be banned, but instead farmers can generate their own maps or maps can be provided by their agronomist or CPZ staff with suitable and unsuitable stacking locations. See example.

Unconfined Animal Waste Pile/Stacking Site



- 4) What about farms that allow their cows access to streams for grazing and or crossing streams to other pastures? That too presents pollution problems. How is that going to be addressed as that also is a direct source of pollution.

The ordinance reflects the State Statute in regards to unlimited livestock access to streambanks that requires maintenance of sod vegetation along waters of the State, regardless of the type of farming. Animals are allowed to graze and cross streams per the requirements if the farmers maintain the streambanks in sod.

- 5) Are all manure piles that are in close proximity to streams or intermittent waterways going to be regulated regardless of if they are a legitimate farm business or just some hobby operation? Yes, CPZ regulates consistently based upon clearly identified ordinance requirements to safeguard water quality. Size of the farm is irrelevant, the County is concerned of the severity of the pollution.
- 6) How are private non-ag landowners, ginseng and crop farmers going to be held accountable for the phosphorus that they contribute to the pollution problems in the Fenwood and Eau Pleine watershed as well as groundwater pollution? The implementation of best management practices has been and will continue to be through voluntary efforts for all farmers. All citizens whether they have livestock, grow crops or both can now be required to have a nutrient management plan under the proposed changes. Accountability for phosphorus is addressed in nutrient management plans.
- 7) In the event of a complaint (page 7, C2 animal waste application) there are numerous details that the farmer must provide to the county to prove they are in compliance. Only if a legitimate violation is found should the farmer be forced to provide all those specific details. We find this a gross overreach of county power especially when it comes to smaller farms that do not have 590 plans and would not have all of the data that would be required if such a complaint is registered. Also, we feel that the complainant should be identified to the county and the farmer before anything is investigated. CPZ staff and corporation counsel recommend the deletion of the word complaint in this section. In regards to identifying the complainant CPZ staff follow State law when open records requests are received from citizens.
- 8) The inspection and monitoring authority in this ordinance is very troubling. As it is being put forth, the county Director or their designee has the authority to enter a property without the owner's permission regardless of the validity of the complaint. The landowner MUST be notified and consulted and be asked for permission before any incursion onto their property is done! This authority is in the existing ordinance and has also been in State Statute 92.07 (14) for many years. It is cited here for clarification as this Statute allows CPZ to enter upon lands for the purpose of this ordinance. As a matter of course, staff will always make every effort to seek permission from the landowner. In some cases, such as an emergency, and the landowner may be unavailable to give permission, staff have been given direction to enter affected lands. When it is not an emergency, but there is reason to believe a violation exists, and permission has not been received, it has been past practice to confer with Corporation Counsel for guidance. In the case of a violation and an ongoing conflict, the Corporation Counsel could also seek an inspection warrant to conduct an investigation per State Statute 66.01.19

In addition, the original memorandum asking for public comment dated April 22, 2020 did not have the information as to how the public could participate in the action committee meeting. The relevant information wasn't added until May 22nd; too late to notify the farmers. The date of the action meeting (June 2, 2020) wasn't even known at the time the letter was sent. We feel that there was not ample time for farmers to be notified as to how to participate in this meeting. We therefore request that this be classified as an educational meeting and any action on these proposed ordinances be postponed until there can be in-person public input to the committee members. Also, our Wisconsin Farm Bureau representative made the comment that he is not aware of any other county in the state that has adopted these state statutes as ordinances or customize them the way Marathon County is proposing. In addition, the original memorandum regarding the new ordinances did not reach a significant number of farms that should have been informed of and will be affected by these proposed changes. **Relevant information was provided to Farm Bureau since early in the year and at the earliest possible times to inform them of agenda topics, information meetings, ERC meeting notices and public hearing notices. Since consideration of re-opening the ordinance the original memo sent to farmers (and also all ERC members) on April 22nd, 2020 did not have the reopening of the public hearing as that date had not been established. The memo did recommend that citizens provide comments by June 1st, 2020 to CPZ so that their comments could be read into the public hearing when it was re-opened for comment. On May 7th, 2020 Marathon County Farm Bureau leadership was called and sent an email notifying them of the date of the re-opening of the public hearing. At the request of Farm Bureau received on May 21st, CPZ staff amended the April 22nd memo on May 22nd to add the public hearing date to the memo and emailed out the amended memo back to Marathon County Farm Bureau.**

In addition, the proposed changes reflect the minimum State Performance Standards and Prohibitions and do not exceed what is in State law. The proposed changes have been reviewed by State DNR and DATCP staff and they have concurred that what is proposed reflects State law. The proposed changes do not include all of the State Standards and Prohibitions. Many Counties have included some or all of these State standards and prohibitions in their ordinances. (See map above)

We request that this decision to adopt this general code of ordinances for Marathon County chapter 11.02 be tabled until such time as our concerns are addressed and clarified to the ERC committee and communicated back to us. Thank you for your consideration on this matter. Marathon County Farm Bureau and other concerned farmers.

Sincerely,

Marathon County Farm Bureau

**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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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 350 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 ~~er~~ 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, §. 1~~ 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

|

|

requested.

DRAFT

ORDINANCE #O- 14 -20

**TO CREATE SEC. 2.05(XX), GEN. CODE ORD.
BROADBAND TASK FORCE**

WHEREAS, on April 21, 2020, the Board of Supervisors for the County of Marathon adopted Sec. 2.01(14) of the General Code of Ordinances for Marathon County, #O-12-20, establishing the mechanism for the creation of governance subgroups; and

WHEREAS, on June 4, 2020, the Marathon County Infrastructure Committee met to discuss the need to develop recommendations to the County Board regarding policies and partnership recommendations relating to expansion of internet/broadband services throughout Marathon County; and

WHEREAS, the Committee determined that a task force should be organized including members of the County Board as well as other community members with interest in the internet/broadband services to develop said recommendations.

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the Board of Supervisors of the County of Marathon that Sec. 2.05(XX) of the General Code of Ordinances is hereby created as provided in the attached charter.

BE IT FURTHER ORDAINED AND RESOLVED that the Task Force will begin meeting in July 2020 and shall sunset upon the delivery of its recommendation(s) to the Infrastructure Committee (by 4/1/2021).

BE IT FURTHER ORDAINED AND RESOLVED that expense reimbursement and travel for task force members who represent Marathon County shall be subject to Rule 20 of the Marathon County Board Rules of Procedure.

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

Respectfully submitted this 23rd day of June, 2020.

INFRASTRUCTURE COMMITTEE

Fiscal Impact: Expense reimbursements and travel of the task force members from Marathon County will be paid through the Marathon County Clerk's Office.

Broadband Task Force

(a)

[Reporting relationship.] Reports to Infrastructure Committee.

(b)

Mission/Purpose. Develop recommendations identifying the potential role of Marathon County in facilitating the expansion of Broadband access in Marathon County. Review the Report: Broadband for Marathon County Broadband Assessment and Plan prepared by Design 9 and develop broad policies and partnership recommendations relating to the expansion of broadband/internet services throughout Marathon County

(c)

Statutory Responsibilities: None.

(d)

Membership: The Task Force shall be comprised of 9 members Four members of the Marathon County Board including members from EEEDC and Infrastructure Committees; and five community members with interest and/or expertise in the internet/broadband services.

(e)

Member terms: Concurrent with terms on the County Board.

(f)

Duties and Responsibilities: By April 1, 2021:

Review the report: Broadband for Marathon County Broadband Assessment and Plan prepared by Design 9 and information received from Internet Service Providers (ISPs) and identify potential options for the County to pursue relating to expansion of broadband throughout the county.

Identify strategies, partners and potential funding sources that will support the expansion of broadband services to underserved areas.

Make recommendations to the County Board on the role of Marathon County relating to it's role in facilitating the expansion of broadband services to the residents of Marathon County

Establish priorities for the allocation of resources to meet public safety and access needs for residents in the county.

RESOLUTION R-42-20

TO AMEND 2020 BUDGET TO FUND THE ACQUISITION OF PROPERTY LOCATED AT 530 JACKSON STREET IN THE CITY OF WAUSAU, MARATHON COUNTY

WHEREAS, the Human Resources Finance and Property Committee authorized the Marathon County administrator to negotiate for the purchase property located at 530 Jackson Street, City of Wausau, County of Marathon, for the use of Marathon County in the future expansion of the Courthouse, which is adjacent to said property; and

WHEREAS, acquisition of said property is an objective identified as part of the “Long Term Space and Facility Needs of the Courthouse and Public Safety Building”, #R-89-12, December 11, 2012; and

WHEREAS, the administrator has negotiated the purchase of said property in the amount of \$ 735,000, plus closing costs to include deed preparation and recording fees, pursuant to an accepted Counteroffer to Purchase, attached hereto; and

WHEREAS, the purchase is contingent upon approval of the County Board and includes a lease-back provision to the current occupants at a rate of \$4500 per month, escalating at a rate of 3% annually; and

WHEREAS, the funds necessary for acquisition will be paid by the General Fund Working Capital fund; and

WHEREAS, the funds necessary can be accessed by amendment of the 2020 budget as follows: from: 100/101 General Fund Transfer from Fund Balance-Working Capital \$735,000, Transfer to CIP Fund 600/602 \$735,000; 600/602 Transfer In to CIP Fund from General Fund \$735,000 and CIP Capital Outlay-Building 602 xxx 98220 \$735,000

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

WHEREAS, the Marathon County Finance and Property Committee has approved the purchase of said 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 said property in accordance with the terms and conditions of the accepted Counteroffer to Purchase attached hereto.
2. To require that any revenue realized from payment of rent by occupants of said property be receipted to CIP Fund Rental Recovery 602 xxx 8xxxx, until cost of purchase is repaid in full, thereafter to be routed to CIP Fund Rental Revenue – General.

3. To authorize the proper county officials to execute the documents necessary to complete the transaction.

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

Respectfully submitted this 23rd day of June, 2020.

HUMAN RESOURCES FINANCE AND PROPERTY COMMITTEE

_____	_____
_____	_____
_____	_____

Fiscal Impact:	Purchase price:	\$735,000
	Annual Rental (First Year)	(54,000)

REAL ESTATE CONDITION REPORT

DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 530 Jackson Street
IN THE CITY
(CITY) (VILLAGE) (TOWN) OF WAUSAU, COUNTY OF
MARATHON STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF _____ (MONTH) _____ (DAY), _____ (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. STRUCTURAL AND MECHANICAL

- | | | YES | NO | N/A |
|------|---|--------------------------|-------------------------------------|-------------------------------------|
| B1. | Are you aware of defects in the roof?
Roof defects may include items such as leakage or significant problems with gutters or eaves. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B2. | Are you aware of defects in the electrical system?
Electrical defects may include items such as electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B3. | Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)?
Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B4. | Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)?
Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B5. | Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property?
Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B6. | Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws?
NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B7. | Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?
Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B8. | Are you aware of defects in any structure on the property?
Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B9. | Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?
Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B10. | Are you aware of rented items located on the property such as a water softener or other water conditioner system or other items affixed to or closely associated with the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B11. | Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B12. | Explanation of "yes" responses _____

_____ | | | |

C. ENVIRONMENTAL

- | | | YES | NO | N/A |
|-----|--|--------------------------|-------------------------------------|--------------------------|
| C1. | Are you aware of the presence of unsafe levels of mold? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C2. | Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property?
NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C8. Explanation of "yes" responses _____ | | | |

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?
Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D2. Are you aware of a joint well serving the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D3. Are you aware of a defect related to a joint well serving the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D4. Are you aware that a septic system or other private sanitary disposal system serves the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?
Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D6. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?
Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D9. Are you aware of defects in an "LP" tank on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D10. Explanation of "yes" responses _____ | | | |

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E2. Are you aware that remodeling was done that may increase the property's assessed value? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| E3. Are you aware of pending special assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E5. Are you aware of any proposed construction of a public project that may affect the use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| E8. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

F. LAND USE

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| F1. Are you aware of the property being part of or subject to a subdivision homeowners' association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F3. Are you aware of any zoning code violations with respect to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F5. Are you aware of nonconforming uses of the property?
A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F6. Are you aware of conservation easements on the property?
A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F7. Are you aware of restrictive covenants or deed restrictions on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F8. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486. | | | |
| a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F11. Is all or part of the property subject to or in violation of a farmland preservation agreement?
Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information.

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|-------------------------------------|
| F12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F15. Are you aware there is not legal access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F16. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F17. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F18. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| F19. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

G. ADDITIONAL INFORMATION

- | | YES | NO | N/A |
|---|--------------------------|-------------------------------------|--------------------------|
| G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G2. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G3. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G4. Are you aware of other defects affecting the property?
Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G5. The owner has owned the property for <u>15</u> years. | | | |
| G6. The owner has lived in the property for <u>N/A</u> years. | | | |
| G7. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner Shane J. Van Wert Date 6/8/20
 Owner _____ Date _____
 Owner _____ Date _____
 Owner _____ Date _____
 Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 06/05/2020 and signed by Buyer Marathon County
2 for purchase of real estate at 530 Jackson Street, Wausau, WI 54403
3 _____ is rejected and the following Counter-Offer is hereby made.
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**
6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____
7 1. Line 492 of the Offer should read Stack Van LLC, not Van Stack LLC;
8 2. Line 110 of the Offer, should read "Lessee" not Seller.
9 3. Addendum B Para E and E. 4, should read "Lessee" not Seller.
10 4. Knight Barry/Vicky Davis shall be used for the closing.

28 The attached _____ is/are made part of this Counter-Offer.
29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before _____
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.
34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by _____ on _____
37 _____ Licensee and Firm ▲ _____ Date ▲

38 (x) _____ Date ▲ 6/8/20
39 Signature of Party Making Counter-Offer ▲ _____ Signature of Party Accepting Counter-Offer ▲ _____
40 Print name ▶ Gregory J. Stacker Member Lance Leander Date ▲ 6/9/2020

41 (x) _____ Date ▲
42 Signature of Party Making Counter-Offer ▲ _____ Signature of Party Accepting Counter-Offer ▲ _____
43 Print name ▶ _____ Date ▲

44 This Counter-Offer was presented by _____ on _____
45 _____ Licensee and Firm ▲ _____ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 5, 2020 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/ LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Marathon

4 See Addendum A _____, offers to purchase the Property known as [Street Address] 530 Jackson Street
5 _____ in the City

6 of Wausau, County of Marathon, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: Seven Hundred Thirty-Five Thousand
9 _____ Dollars (\$735,000.00).

10 ■ EARNEST MONEY of \$ 0.00 accompanies this Offer and earnest money of \$ 0.00 will be
11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items:
16 parking lot
17 _____

18 All personal property included in purchase price will be transferred by bill of sale or N/A

19 _____

20 ■ NOT INCLUDED IN PURCHASE PRICE: All personal property located on the premises shall be retained by Seller
21 _____
22 _____

23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.

25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 July 1, 2020. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Lance Leonhard
39 Buyer's recipient for delivery (optional): Shane Vander Waal

40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: 530 Jackson Street, Wausau, WI 54403

48 Delivery address for Buyer: 500 Forest Street, Wausau, WI 54403

49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____

54 E-Mail address for Buyer (optional): lance.leonhard@co.marathon.wi.us

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

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, ~~if applicable, dated _____, which was/were received by Buyer prior to Buyer~~
60 ~~signing this Offer~~ and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 Real Estate Condition Report will be received no later than July 15, 2020.

63 **CAUTION:** If the Property includes ~~1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §~~
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than September 1, 2020

68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____

71 Property taxes are addressed in Lease Back Agreement Addendum C

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

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

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

80

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

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re- prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

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

96 _____ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (~~is not~~) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (~~Buyer~~) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

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

106 _____ If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time Is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

110 See Addendum B. It is anticipated that Seller will continue to occupy premises pursuant to terms of a lease agreement for the described herein and format at which is attached as
111 Addendum C.

112 _____
113 _____
114 _____
115 _____

116 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: _____

117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.

119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) STRIKE ONE (Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____
137 CHECK ALL THAT APPLY, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not

142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

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

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

- 179 ■ **ACTUAL RECEIPT**: "Actual Receipt" means that a Party, not the Party's recipient for delivery. If any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.
- 181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION** : "Conditions Affecting the Property or Transaction" are defined to include:
- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
 - 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
 - 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
 - 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
 - 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
 - 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
 - 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
 - 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
 - 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
 - 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
 - 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
 - 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
 - 199 m. Portion of the Property in a floodplain, welland or shoreland zoning area under local, state or federal regulations.
 - 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
 - 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
 - 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
 - 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
 - 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
 - 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
 - 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
 - 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
 - 215 v. Other Defects affecting the Property.
- 216 ■ **DEADLINES** : "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.
- 223 ■ **DEFECT**: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.
- 226 (Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

227
228 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

238 FIXED RATE FINANCING: The annual rate of interest shall not exceed _____%.
239 ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____%. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
241 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes.

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 ■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256 ■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 ■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 ■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.

277 **ADDITIONAL PROVISIONS/CONTINGENCIES**

278 See Addendum B Attached.
279 _____
280 _____
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 300 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 301 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 302 other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an
 322 attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed If
342 Seller is a trust, personal representative's deed If Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" If
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding 5 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

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

390 ■ **RIGHT TO CURE:** Seller (shall) (~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

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

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

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

- 403 (1) sue for specific performance; or
404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS
410 DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE
411 PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE
412 SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

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

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
418 verified by survey or other means.

419 CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Bu yer's
420 decision to purchase.

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (608) 240-5830.

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

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

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

450 INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

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

465 RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____

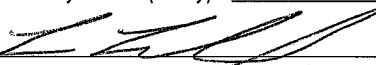
475 _____
476 [INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ADDENDA: The attached Addendum A, Addendum B and Addendum C _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Scott M. Corbett, SBN 1010635

481 Marathon County Corporation Counsel on June 5, 2020

482 Buyer Entity Name (if any): Marathon County

483 (x)  Lance Leonhard County Administrator 6/5/2020
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

485 (x) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

487 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

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

492 Seller Entity Name (if any): Van Stack LLC

493 (x) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

495 (x) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____

498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A PROPERTY DESCRIPTION

Address: 530 Jackson Street, Wausau, Wisconsin

Legal Description: LOTS 7 & 8 BLK 3 STEARD MANSON & HINTONS ADD

Tax Pin: 291-2907-362-0182

ADDENDUM B TO PURCHASE AGREEMENT

- A. No earnest money accompanies this offer.
- B. Sellers understand and agree that this is an arms-length transaction. This offer is not made in lieu of a jurisdictional offer under Wisconsin Condemnation law.
- C. Sellers agree to pay:
 - 1. 2020 property taxes, pursuant to terms of Lease-back Agreement.
See Addendum C
 - 2. Wisconsin Real Estate transfer tax due at closing (estimated, based on purchase price of \$735,000 x .003 = \$2205).
 - 3. Title insurance provided by company selected by Buyer
- D. Buyer agrees to pay cost of:
 - 1. Services of Marathon County Corporation Counsel for: Offer to Purchase
 - 2. Deed preparation, closing document preparation, additional closing costs.
 - 3. Recording fees
- E. This offer is contingent upon execution of a Lease-back Agreement with Sellers under the following terms:
 - 1. Initial term of lease is three years with 90-day termination clause
 - 2. Base Rent is \$4500/month.
 - 3. Rent shall increase at a rate of 3% annually beginning on the first year anniversary of the lease
 - 4. Sellers must maintain liability insurance for all property and renter's insurance covering contents of all improvements to property.
 - 5. See also Addendum C

F. Conditions of property.

1. Buyer accepts all property as currently zoned. If changes are necessary to accommodate Buyer's intended use of the property, the Buyer accepts responsibility to make necessary changes.
2. Buyer agrees to accept property "As Is," as represented in Real Estate Condition Report, subject to Buyer's objection to any defect disclosed by Seller and Seller's opportunity to cure.
3. Property is currently under Lease. Seller represents that Lease shall terminate before of at the time of closing.

G. Sellers are solely responsible for calculating the tax consequences of this purchase agreement

H. This Offer to Purchase is contingent on approval of the Board of Supervisors for Marathon County by specific resolution.

I. Gratuities and kickbacks.

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.

J. Closing shall occur at the offices of the Title Company selected by Buyer.

K. Buyer is specifically authorized to conduct Environmental Testing with respect to property subject to this offer (see lines 379-395 Offer to Purchase) for the purposes of conducting an Environmental Screen, Phase I and Phase II Environmental Site Assessments in order to comply with Marathon County Gen. §3.23, authorizing purchase by Marathon County. Buyer's agents shall be permitted access to all property subject to this offer, but only during regular business hours and only upon reasonable advance notice to Sellers. Any costs for such testing, inspection or assessment shall be paid by Buyer.

**ADDENDUM C
LEASE**

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Lease made as of the 1st day of June, 2020, by and between:

**MARATHON COUNTY
a Wisconsin Municipal Corporation
500 Forest Street
Wausau, Wisconsin 54403**

hereinafter referred to as "Landlord",

and

**DIETRICH VANDERWAAL, S.C.
a Service Corporation
530 Jackson Street
Wausau, Wisconsin 54403**

hereinafter referred to as "Tenant",

For good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged together with the mutual covenants and agreements contained herein, the parties to this commercial lease hereby agree as follows:

1. LEASEHOLD DESCRIPTION. The Landlord, subject to the terms and conditions hereof, leases to Tenant for the period specified in Paragraph 2 hereof, the property hereinafter referred to as the "Premises", described as the parcels of real estate comprising 530 Jackson Street, in the City of Wausau, Marathon County, Wisconsin.

2. TERM. A. The term shall be for a period of three (3) years commencing June 1, 2020 and ending May 31, 2023.

B. Landlord may terminate this Lease prior to the expiration of the Term of this Lease upon ninety (90) days written notice to Tenant. Tenant may terminate this

Lease prior to the expiration of the Term of this Lease upon ninety (90) days written notice to Landlord and upon the incapacity or death of one of the principals of the Tenant or upon the sale, merger, or dissolution of Tenant.

3. **BASE RENT.** Tenant agrees to pay Landlord an annual Base Rent of Fifty-four Thousand and no/100 Dollars (\$54,000.00), payable in equal monthly installments in advance ~~on the fifteenth day of~~ each month in the sum of Four Thousand Five Hundred and no/100 Dollars (\$4,500.00), without any deduction, setoff or counterclaim whatever, except that rent due for part of a month shall be prorated. The first payment is to be made on the commencement of the term of the Lease and subsequent monthly installments are to be paid on the first day of each successive calendar month thereafter during the term of the Lease. All rent shall be paid to Landlord at the address to which notices to Landlord are given. Rent shall automatically escalate by 3% annually, effective on the yearly anniversary of the commencement of this Lease as follows:

Commented [SC1]: This appears to conflict with first day of the month payment highlighted below

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Year 1 June 1, 2020 – May 31, 2021: \$4500/Month

Year 2 June 1, 2021 – May 31, 2022: \$4625/Month

Year 3 June 1, 2022 – May 31, 2023: \$4774/Month

4. **USE.** The Premises shall be used for a law office. If the Tenant should deem that a different use of the Premises is desirable, Tenant shall not have the right to make such other use without the prior written approval of the Landlord.

Landlord agrees not to withhold such approval unreasonably.

5. CONDITION. The Tenant accepts the Premises "as is". No representation, statement or warranty, express or implied, has been made by or on behalf of the Landlord as to the condition or suitability of the Premises for the intended use.

6. SIGNS. The Tenant shall have the right to use any part of the Premises for advertising purposes relating to the use of the Premises and to install and display advertising signs, lights or lettering thereon to the extent they are in compliance with all applicable legal requirements. Tenant shall remove the same upon termination of this Lease and restore and repair any damage caused by the installation, use or removal of said signs. The Tenant shall have no right to use the Premises for commercial advertising unrelated to the actual use of the Premises.

7. OBLIGATIONS OF LANDLORD. The Landlord shall have no obligations under this Lease. Notwithstanding the foregoing, Landlord reserves the right to enter the Premises at reasonable times to inspect the same. Landlord does not warrant that any of the services referred to above or any other services which Landlord may supply will be free from interruption, Tenant acknowledging that any one or more of such services may be suspended by reason of accident or repairs, alterations or improvements necessary to be made or by reason of causes beyond the reasonable control of Landlord. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages by abatement of

rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

8. OBLIGATIONS OF TENANT. Tenant agrees to:

A. Maintain and keep the Premises, equipment, appliances and fixtures therein in good order, condition and repair, reasonable wear and tear excepted.

B. Make all necessary repairs and replacements to the interior and exterior of any buildings situated on the Premises, structural or non-structural, and to the plumbing, electrical, heating, ventilation and air conditioning systems situated therein and to the parking lot, sidewalk, landscaping adjoining the building and constituting part of the premises and to make any and all repairs for which the Landlord has not agreed to make herein.

C. Pay for any and all utilities used in the Premises, including any water, electricity, gas or other fuels used by Tenant, and all garbage, trash removal and janitorial services.

D. Commit no waste on the Premises.

E. Give Landlord, its agents and employees, mortgagees and other person or persons authorized by Landlord, access to the Premises at all reasonable times, without charge or diminution of rent to enable them to examine the same and to make such repairs, additions and alterations as Landlord may deem advisable. Except as expressly

provided otherwise in this Lease, there shall be no allowance to Tenant for diminution of rent and no liability on the part of Landlord by reason of inconvenience, annoyance, or injury to the business arising from the making of any repairs, alterations, additions or improvements in or to any portion of the building or the Premises, or in and to the fixtures, appurtenances and equipment thereof.

F. Upon the termination of this Lease in any manner whatsoever, remove Tenant's goods and effects and those of any other persons claiming under Tenant, and quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same are now or hereafter may be improved by Landlord or Tenant, reasonable use and wear thereof and repairs which are Landlord's obligations excepted.

G. Not make any alteration of or addition to the Premises without the written approval of Landlord.

H. At its own expense, cause to be discharged, within ten (10) days of the filing thereof, any construction lien or mechanic's lien filed against the Premises or the building for work claimed to have been done for, or materials claimed to have been furnished to Tenant; provided, however, that in the event of a good faith dispute by Tenant as to the validity of such lien, Tenant shall have the right, in lieu of discharging said lien, to furnish Landlord within such ten (10) day period, with a bond

satisfactory to Landlord, indemnifying Landlord against loss by reason of any such lien.

I. Comply with all laws, orders, ordinances, and regulations of federal, state, county and municipal authorities and with any direction made pursuant to law of any public officer or officers which shall, with respect to the use of the Premises or to any abatement of nuisance, impose any duty upon Landlord or Tenant arising from Tenant's use of the Premises or from conditions which have been created by or at the instance of Tenant or by reason of a breach of any of Tenant's covenants or agreements hereunder.

J. Observe such rules and regulations as from time to time may be put into effect by Landlord for the general safety, comfort and convenience of Landlord, occupants and tenants of the building. Any failure by Landlord to enforce any rules and regulations against Tenant or against any other tenant in the building shall not constitute a waiver thereof.

9. ALTERATIONS AND IMPROVEMENTS. Tenant may not make alterations and improvements to the Premises without first obtaining Landlord's written permission. The Landlord agrees not to withhold unreasonably such permission.

If required by Landlord in writing at the expiration of the term of this Lease the Tenant shall remove, at its own expense and without material damage to the Premises, all alterations and improvements installed by the Tenant on the Premises

and restore the Premises to their former condition, allowing for ordinary wear and tear and damage by fire and other casualty not caused by the negligence of the Tenant. If the Tenant prefers and the Landlord consents in writing, the Tenant may leave said items on the Premises, in which event they shall become the property of the Landlord.

Before any work is commenced, Tenant shall furnish Landlord with proof of Worker's Compensation and Public Liability Insurance coverage and shall comply with all applicable laws, ordinances, regulations and orders and shall procure such necessary permits, approvals and certificates in connection therewith as may be required by any governmental agency having jurisdiction thereof so that the same shall be made in accordance with all legal requirements.

Tenant shall prevent any lien or obligation from being imposed upon the Premises and will discharge all liens or charges for services rendered or material furnished immediately after said liens occur or said charges become due and payable. If there is any dispute concerning any construction lien, the Tenant need not discharge said lien if he deposits with the Landlord such security or performance bond as may be reasonably requested by the Landlord for any losses, costs or expenses that may result from said dispute, or obtains a release of the lien from the Premises pursuant to applicable law.

10. SNOW AND ICE REMOVAL. The Tenant shall provide at its own cost for the removal of snow and ice accumulations from the parking areas, driveways, walkways and abutting public sidewalks together with any excess load accumulations from all roofs of structures situated on the Premises.

11. TAXES. Tenant shall pay before delinquent all real and personal property taxes, assessments and charges for the term of this Lease levied on the Premises and any personal property situated thereon whether the levy is made before or after the termination of the Lease term. Tenant shall permit no lien to attach to the Premises as a result of taxes, assessments and charges payable by it.

12. REPAIRS AND MAINTENANCE. Tenant accepts the Premises "as is". Tenant shall, at its sole cost and expense, make all repairs in and to the Premises, interior and exterior, ordinary and extraordinary, structural and otherwise, and shall at the end or other expiration of the term of this Lease, deliver up the Premises to Landlord in as good order and condition as at the commencement of the term of this Lease, damage by fire or other extraordinary casualty and ordinary wear and tear excepted. Tenant will keep the Premises reasonably free from debris, will provide for snow removal and janitorial service and will observe all ordinances, statutes, rules, orders and regulations of all applicable governmental authorities which in any way may affect said Premises. Landlord may enter upon the Premises at reasonable times to determine if Tenant is complying with these provisions. Should Tenant fail to rectify any deficiencies in the maintenance and repairs of said Premises within thirty (30) days after written notice has been given, Landlord may cause such deficiencies to be rectified and add the cost thereof to the following month's rent. Said amount, however, shall not exceed a reasonable value of the services rendered to rectify said deficiencies.

13. INSURANCE. Tenant shall, at its sole cost and expense and for the mutual benefit of the Landlord and Tenant, by having the Landlord named as an additional insured, carry and maintain the following types of insurance:

A. Fire and Broad Form Extended Coverage with vandalism and malicious mischief endorsements to the extent of the "full insurable value" of the Premises including improvements thereon which value shall be determined as of the yearly anniversary of the commencement of this Lease. The term "full insurable value" shall mean the actual replacement cost, exclusive of excavation and foundations and footings below the basement floor level, without any deduction for physical depreciation.

B. Comprehensive Public Liability Insurance, including property damage insuring Landlord and Tenant against liability for injury to person or property occurring in or about the Premises or arising out of its ownership, maintenance, use or occupancy thereof. The limits of liability under said policy shall not be less than \$1,000,000.00 for combined single limit.

C. Umbrella Liability Insurance Coverage having policy limits of at least \$3,000,000.00.

~~D. Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or any one claiming through or under them by way of subrogation or otherwise from any loss or damage to the property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty is caused by the other party or one for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect~~

~~to loss or damage occurring during such time as the release or its policy shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Tenant agrees that it will request its insurance carrier to include in its policies such a clause or endorsement and agrees to provide the Landlord with a copy of said policy and endorsement.~~

Commented [SC2]: Marathon County's Property Insurer will not permit County to agree to waiver of subrogation. This is especially true because of the proximity of the premises to the Courthouse

PROOF OF INSURANCE: Tenant shall furnish the Landlord with Certificates of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer(s) indicating that Tenant meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies, except upon 30 days prior written notice. The Certificates of Insurance shall be delivered to Landlord for approval prior to the execution of this Lease. Upon renewal of the required insurance, Landlord shall receive new Certificates of Insurance. ~~Tenant agrees to furnish Landlord with Certificates of Insurance showing all coverages required in this Paragraph.~~

14. LAWS, REGULATIONS AND TENANT'S GENERAL OBLIGATIONS. Tenant shall comply with all laws, orders, ordinances and regulations of all governmental authorities having jurisdiction over the Premises and also with any direction made pursuant to law by any public officer or officers with respect to the use of the Premises or to the abatement of a nuisance or the imposition of any duty upon Landlord or Tenant arising from Tenant's use of the Premises or from conditions which may have been created by or at the instance of Tenant or by

reason of a breach of any of Tenant's covenants or agreements under this Lease.

Tenant shall not cause or permit any hazardous substance to be stored, used, generated or disposed of on, in or from the Premises by it, its agents, employees, contractors or invitees. If any hazardous substances are stored, used, generated or disposed of, on, in or from the Premises as a result of the Tenant's use of the Premises, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, including, but not limited to, the decreased value of the Premises and any and all sums paid for the settlement of claims, attorneys fees, consultant and expert fees, arising during or after the Lease term as a result of the environmental contamination of the Premises or any adjoining property contaminated as a result of activities on the Premises by the Tenant. Hazardous substances include petroleum products, asbestos or asbestos containing materials and any hazardous waste or substance classified as being hazardous under the laws of the State of Wisconsin or any other governmental authority having jurisdiction in the matter.

15. DEFENSE AND INDEMNIFICATION. Tenant agrees to defend, hold harmless and indemnify Landlord from all claims and demands that may be made against Landlord arising out of and in connection with the Tenant's use or occupancy of the Premises. Tenant further agrees to save, hold harmless and indemnify Landlord from and against all damages, losses, costs, reasonable attorney's fees, charges and expenses which Landlord may sustain, incur or be liable for in connection with any such claims or demands arising out of and in connection with the Tenant's use or occupancy

of the Premises.

Landlord (Marathon County) does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

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16. DAMAGE. If the Premises should be partially or totally destroyed by fire or other casualty, whether or not insured under an insurance policy, so as to become partially or totally untenable, this Lease shall, at the option of the Landlord, be terminated. If the Premises should be partially destroyed by fire or other casualty, whether or not insured by an insurance policy, but not to the extent that they become untenable, the Landlord shall have the option of either restoring the Premises to their prior condition, in which event there shall be no diminution or abatement of rent or, if the Landlord elects not to restore the Premises to their prior condition, the Lease shall continue, but there shall be an equitable abatement of rent.

17. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease or sublease the Premises or any part thereof without the written consent of the Landlord. Landlord agrees not unreasonably to withhold such consent. Any assignment or subletting shall not in any way release Tenant from its liability for the payment of the rental as herein provided or for the performance of any of the other covenants and conditions of this Lease.

18. TENANT HOLDING OVER. In the event the Tenant shall hold over after the expiration of the term demised for a sufficient period of time to create a renewal of the Lease Agreement by operation of law, such tenancy shall be construed to be a tenancy from calendar month to calendar month and for no longer term, automatic

escalation of annual rent shall continue at a new rate of 5%.

19. SURRENDER OF PREMISES. Landlord and Tenant agree that at the termination of the within Lease or any extension thereof that may be negotiated that Tenant shall have the option of either removing the fixtures and improvements erected thereon and surrendering said Premises to Landlord in the same condition as the same were at the commencement of this Lease, reasonable wear and tear and damage by the elements alone excepted, or surrendering the Premises to the Landlord in as good a condition and repair as the Premises were upon the commencement of the lease term, reasonable wear and tear and damage by the elements alone excepted.

20. ESTOPPEL STATEMENTS. Tenant agrees, at any time, and from time to time, upon not less than fifteen (15) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate, Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser or lessee of the building or of the building and the land upon which it is erected, any mortgagee or prospective mortgagee thereof, or any prospective assignee of any mortgage thereof. Tenant also agrees to execute and deliver such estoppel certificates as an institutional lender may require with respect to this Lease.

21. EMINENT DOMAIN. If the Premises or any part thereof shall be taken by exercise of eminent domain, this Lease shall terminate except as hereinafter provided. As of the date possession is taken by the condemnor, rent shall accrue only to such date and any excess of advanced payments held by Landlord shall be refunded to Tenant.

If the remainder of the Premises continue to be suitable for Tenant's purposes, then this Lease shall continue in force and effect and the rent shall be reduced proportionately.

It is agreed that the Tenant shall have no right to any portion of the condemnation proceeds other than reimbursement for any costs in connection with the relocation of its business and the taking of its furniture, fixtures and equipment. Landlord shall be entitled to any award attributable to the taking of real estate or the building situated on the Premises.

In the event of any dispute or controversy arising out of any provision of this paragraph entitled, "Eminent Domain" as between the Landlord and Tenant, the parties hereto agree to submit the same to arbitration.

22. DEFAULT. If default is made in payment of rent at the times above stated or the Tenant shall break any of the covenants and agreements herein contained or shall willfully or maliciously do injury to the Premises the Landlord or its legal representative shall have the right at any time thereafter without notice except as herein provided, to declare this Lease void and the terms herein contained ended and may reenter and expel the Tenant using such force as may reasonably be necessary without prejudice to any of the remedies which the Landlord may have to collect the arrearages

of rent.

No default, however, except as to the payment of rent, shall be considered to be a breach of the Lease terms unless the Landlord has given to the Tenant notice in writing of such default and the Tenant shall fail thereafter, within thirty (30) days from the date of receipt of such notice to cure the default.

23. LANDLORD'S OPTION TO CURE TENANT'S BREACH. In the event of any breach hereunder by Tenant, either in payment of insurance premiums, taxes or utilities or in making of repairs or maintenance, the Landlord may immediately or at any time thereafter, without notice, cure such breach at the expense of the Tenant. If the Landlord is compelled to make such payments or elects to pay any monies or do any act which is required to cure said breach by the Tenant, the Landlord shall receive from the Tenant as additional rental, the sum so paid by the Landlord, with interest at the rate of eighteen percent (18%) per annum from the date of disbursement until paid by the Tenant.

24. REENTRY BY LANDLORD. Upon the termination of this Lease for any of the reasons stated above, the Landlord may reenter the Premises with or without process of law, and remove all persons and chattels therefrom, and Landlord shall not be liable for damages or otherwise by reason of reentry on termination of the term of this Lease Agreement. Notwithstanding such termination, the liability of the Tenant for the rent and any additional rent provided for herein shall not be extinguished for the balance of the term or any extended term as the case may be, which would have remained, but for such early termination. The Tenant shall be

entitled to credit for such net amount of rent realized by the Landlord on leasing the Premises to others during the balance of said term after first deducting all expenses in connection with such releasing, including necessary building alterations, commissions, attorney fees, taxes and charges agreed to by the Tenant to be paid by the Tenant herein.

25. WARRANTY OF TITLE. Landlord covenants that it is well seized of and has a right to lease the Premises, will warrant and defend the title thereto and will indemnify the Tenant against any damage or expense which the Tenant may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the Premises.

26. NOTICES. Any notices hereunder shall be given to any of the parties at their last known address in writing, mailed by certified mail, return receipt requested.

27. NET LEASE. This is a "net lease" and Landlord shall not be required to provide any services or do any acts in connection with the Premises, except as specifically provided herein, and the rent, additional rent or other charges reserved hereunder shall be paid to Landlord without any claim on the part of the Tenant for diminution or abatement whatsoever.

28. BINDING EFFECT. The covenants, conditions and terms of this Lease shall be binding upon the respective parties, their heirs, executors, administrators, successors and assigns, and shall not be altered, except by written agreement, signed by all of the parties hereto.

29. ENTIRE AGREEMENT. This lease contains the entire agreement between the parties and, any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such agreement is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"Landlord"
MARATHON COUNTY, a Wisconsin
Municipal Corporation

By: _____
Kurt Gibbs, Chair

"Tenant"
DIETRICH VANDERWAAL, S.C.

By: _____
Dean R. Dietrich, Shareholder

**RESOLUTION # R-43- 20
 APPROVE 2020 BUDGET TRANSFERS FOR MARATHON COUNTY
 DEPARTMENT APPROPRIATIONS**

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

WHEREAS, the Human Resources, Finance and Property Committee has reviewed and does recommend the 2020 transfers listed below, and

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

Transfer from:	Social Services 176-501/517 State Grant
Transfer to:	Social Service 186-501/517 Wrap Around Services
Amount:	\$ 73,416
Re:	COVID19 Child Welfare Emergency Payments to out of home care providers

Transfer from:	Social Services-176-471 Special Services State Grant
Transfer to:	Social Services-176-471 Kinship Care Benefits
Amount:	\$ 75,179
Re:	Temporary Assistance for Needy Families (TANF grant increase)

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

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

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

Respectfully submitted this 23rd day of June 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

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

RESOLUTION # R-_____ - 20
APPROVE 2020 BUDGET TRANSFERS FOR MARATHON COUNTY
DEPARTMENT APPROPRIATIONS

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

WHEREAS, the Human Resources, Finance and Property Committee has reviewed and does recommend the 2020 transfers listed below, and

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

Transfer from:	Social Services 176-501/517 State Grant
Transfer to:	Social Service 186-501/517 Wrap Around Services
Amount:	\$ 73,416
Re:	COVID19 Child Welfare Emergency Payments to out of home care providers

Transfer from:	Social Services-176-471 Special Services State Grant
Transfer to:	Social Services-176-471 Kinship Care Benefits
Amount:	\$ 75,179
Re:	Temporary Assistance for Needy Families (TANF grant increase)

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

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

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

Respectfully submitted this 23rd day of June 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

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

MARATHON COUNTY
Budget Transfer Authorization Request Form

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

DEPARTMENT: Social Services

BUDGET YEAR: 2020

TRANSFER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	176 501016082453	Special Serv-State Grt & Aid	\$24,720.37
Revenue Increase	176 51782453	Special Serv-State Grt & Aid	\$48,694.32

TRANSFER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	176 50197184	Wrap Around Services	\$24,720.37
Expenditure Increase	176 51797184	Wrap Around Services	\$48,694.32

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

Requested By: Stacy Spencer

Date Completed: 5/13/2020

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY
Budget Transfer Authorization Request – Supplemental Information

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

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
COVID-19 Child Welfare Emergency Payments

- 2) Provide a brief (2-3 sentence) description of what this program does.
Provides one time payments to out of home care providers for COVID-19 related expenses

- 3) This program is: (Check one)
 An Existing Program.
 A New Program.

- 4) What is the reason for this budget transfer?
 Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: [Click here to enter description](#)

- 5) If this Program is a Grant, is there a "Local Match" Requirement?
 This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

- 6) Does this Transfer Request increase any General Ledger 8000 Account Codes? (Capital Outlay Accounts)
 No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

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

MARATHON COUNTY
Budget Transfer Authorization Request Form

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

DEPARTMENT: Social Services

BUDGET YEAR: 2020

TRANSER FROM:

Action	Account Number	Account Description	Amount
Revenue Increase	176 471 82453	Special Serv-State Grt & Aid	\$75,179.00

TRANSER TO:

Action	Account Number	Account Description	Amount
Expenditure Increase	176 471 97113	Kinship Care Benefits	\$75,179.00

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

Requested By: Stacy Spencer

Date Completed: 5/13/2020

COMPLETED BY FINANCE DEPARTMENT:

Approved by Human Resources, Finance & Property Committee: _____

Date Transferred: _____

MARATHON COUNTY

Budget Transfer Authorization Request – Supplemental Information

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

- 1) What is the name of this Program/Grant? (DO NOT use abbreviations or acronyms)
TANF (Temporary Assistance for Needy Families)

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

To provide grants to States, Territories, the District of Columbia, and Federally-recognized Indian Tribes operating their own Tribal TANF programs to assist needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two-parent families.

- 3) This program is: (Check one)

- An Existing Program.
 A New Program.

- 4) What is the reason for this budget transfer?

- Carry-over of Fund Balance.
 Increase/Decrease in Grant Funding for Existing Program.
 Increase/Decrease in Non-Grant Funding (such as tax levy, donations, or fees) for Existing Program.
 Set up Initial Budget for New Grant Program.
 Set up Initial Budget for New Non-Grant Program
 Other. Please explain: [Click here to enter description](#)

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

- This Program is not a Grant.
 This Program is a Grant, but there is no Local Match requirement.
 This Program is a Grant, and there is a Local Match requirement of: (Check one)
 Cash (such as tax levy, user fees, donations, etc.)
 Non-cash/In-Kind Services: (Describe) [Click here to enter description](#)

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

- No.
 Yes, the Amount is Less than \$30,000.
 Yes, the Amount is \$30,000 or more AND: (Check one)
 The capital request HAS been approved by the CIP Committee.
 The capital request HAS NOT been approved by the CIP Committee.

COMPLETED BY FINANCE DEPARTMENT:

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

Resolution # R - 44 -20

**A RESOLUTION AMENDING THE
2018 CIP LIBRARY ROOF REPAIR PROJECT, ACCEPTING TRANSFER FROM THE
LIBRARY CAPITAL FUND, AMENDING PRIOR BUDGETS AND CREATING A PRIORITY
CIP PROJECT IN 2021**

- WHEREAS,** the Board of Supervisors of Marathon County approved the 2018 Library Roof Repair Project; and
- WHEREAS,** since the original project was approved it has been determined that the repairs are more comprehensive and expensive than originally planned; and
- WHEREAS,** the low bid to complete repairs requires additional funding in the amount of \$1,783,407; and
- WHEREAS,** there is currently an unencumbered balance in the 2018 Capital Improvement Program (CIP) Fund of \$728,953; and
- WHEREAS,** there is currently an unencumbered balance in the 2019 CIP Fund of \$127,690; and
- WHEREAS,** there is currently an unencumbered balance in the Library Capital Fund of \$400,000; and
- WHEREAS,** the Human Resources, Finance and Property Committee has reviewed the request and has recommended amendment of prior budgets and a transfer from the Library Capital Fund, described above, totaling, \$1,256,643; and
- WHEREAS,** the remaining balance to complete repairs is \$526,764; and
- WHEREAS,** § 65.90(5)(a), Wis. Stats., dictates that appropriations in the Marathon County budget may not be modified unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors.
- WHEREAS,** the Human Resources, Finance and Property Committee has reviewed other options of funding the remaining balance and has voted to recommend that the Board designate the remaining balance of the Library Roof Repair as a CIP project for 2021 and approve it now as the highest priority CIP project for next year, notwithstanding the County's current policy of ranking projects.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Marathon does hereby resolve and ordain to amend the 2018 CIP Budget to do the following:

1. Transfer the amount of \$728,953 in unencumbered funds within the 2018 CIP Fund.
2. Accept a transfer in the amount of \$127,690 from unencumbered 2019 CIP Fund.
3. Accept a transfer from Library Capital Fund in the amount of \$400,000.

BE IT FURTHER RESOVED that the remaining balance of the Library Roof Repair (\$526,764) is hereby designated and approved as a CIP project for 2021 with the highest priority for funding in the 2021 Budget, notwithstanding the County's current policy of ranking projects.

Dated this 23rd day of June, 2020.

FINANCE, PROPERTY & FACILITIES COMMITTEE

_____	_____
_____	_____
_____	_____

Fiscal Impact: Total cost to complete repairs is: \$1,783,407. This reflects an amendment to the 2018 CIP Budget in the amount of: \$1,256,643. The amendment will not add additional tax levy. The balance of the cost (\$526,764) will be paid in 2021 through creation and approval of a priority 2021 CIP project.

MARATHON COUNTY LIBRARY REPAIR COST₆₋₂₋₂₀

JOB/CONTRACTOR CATEGORY	ACTUAL COST
Dimension IV Architect Services	\$149,510.00
Permits/Testing/Misc - Completed	\$6,000.00
Kolbe and Kolbe Windows for (3) Floors	\$115,297.00
SD Ellenbecker Base Bid/Contractor	\$1,230,000.00
Contingency	\$100,000.00
TOTAL FOR BASE BID WORK	\$1,600,807.00
Alternate 1 - Masonry Crack Repair	\$39,600.00
Alternate 2 - Masonry Caulking	\$63,000.00
Alternate 3 - Masonry Water Repellant	\$80,000.00
TOTAL FOR ALL ALTERNATES	\$182,600.00
GRAND TOTAL FOR ALL WORK WITH ALTERNATES AND CONTINGENCY	\$1,783,407.00
2018 Library Roof Repair Project	\$1,256,643.00
Left Over 2018 CIP Project Money	-\$728,952.73
Left Over 2019 CIP Project Money	-\$127,690.27
Library Will Fund	-\$400,000.00
2018 Funding Remaining	\$0.00
2021 CIP Project Roof Project	\$526,764.00
2021 CIP Funding	-\$526,764.00
	\$0.00

MARATHON COUNTY LIBRARY ROOF REPLACEMENT 6-2-20

	PROJECT	PROJECT NUMBER	ACTUAL COST	BUDGET	LEFT OVER
2018	Social Services Lobby	18SS-01C	\$276,208.06	\$382,500.00	\$106,291.94
	210 River Drive HVAC Replacement	18BM-04C	\$339,138.97	\$512,000.00	\$172,861.03
	212 River Drive HVAC Replacement	18BM-05C	\$775,252.68	\$776,000.00	\$747.32
	212 River Drive Roof Replacement	18BM-07C	\$78,126.63	\$93,000.00	\$14,873.37
	Courthouse Elevator	18BM-02C	\$182,082.11	\$250,000.00	\$67,917.89
	Social Services Elevator	18BM-03C	\$87,380.88	\$250,000.00	\$162,619.12
	MVCC Window Replacement	18NC-01C	\$428,889.14	\$480,000.00	\$51,110.86
	UWMC Chiller Replacement	18UM-04C	\$76,615.19	\$79,000.00	\$2,384.81
	UWMC South Hall Chiller	18UM-01C	\$449,525.50	\$546,000.00	\$96,474.50
	Parking Lot B and Fire Lane Repave	18UM-02C	\$182,794.87	\$194,000.00	\$11,205.13
	Heat Pump Replacement	18UM-05C	\$84,542.90	\$118,000.00	\$33,457.10
	Marathon Park Exhibition Building Wings Roof Replacement	18PO-01C	\$8,400.00	\$10,820.00	\$2,420.00
	Continuation of Park Restroom Replacement	18PO-03C	\$92,985.36	\$99,576.00	\$6,590.64
TOTAL LEFT OVER FOR 2018 PROJECTS CLOSED OUT					\$728,953.71
	Emergency Mgt/Hearing Room	19BM-01C	\$53,309.73	\$181,000.00	\$127,690.27
TOTAL LEFT OVER FOR 2019 PROJECTS CLOSED OUT					\$127,690.27
2018 - 2019 COMBINED LEFT OVER					\$856,643.98