



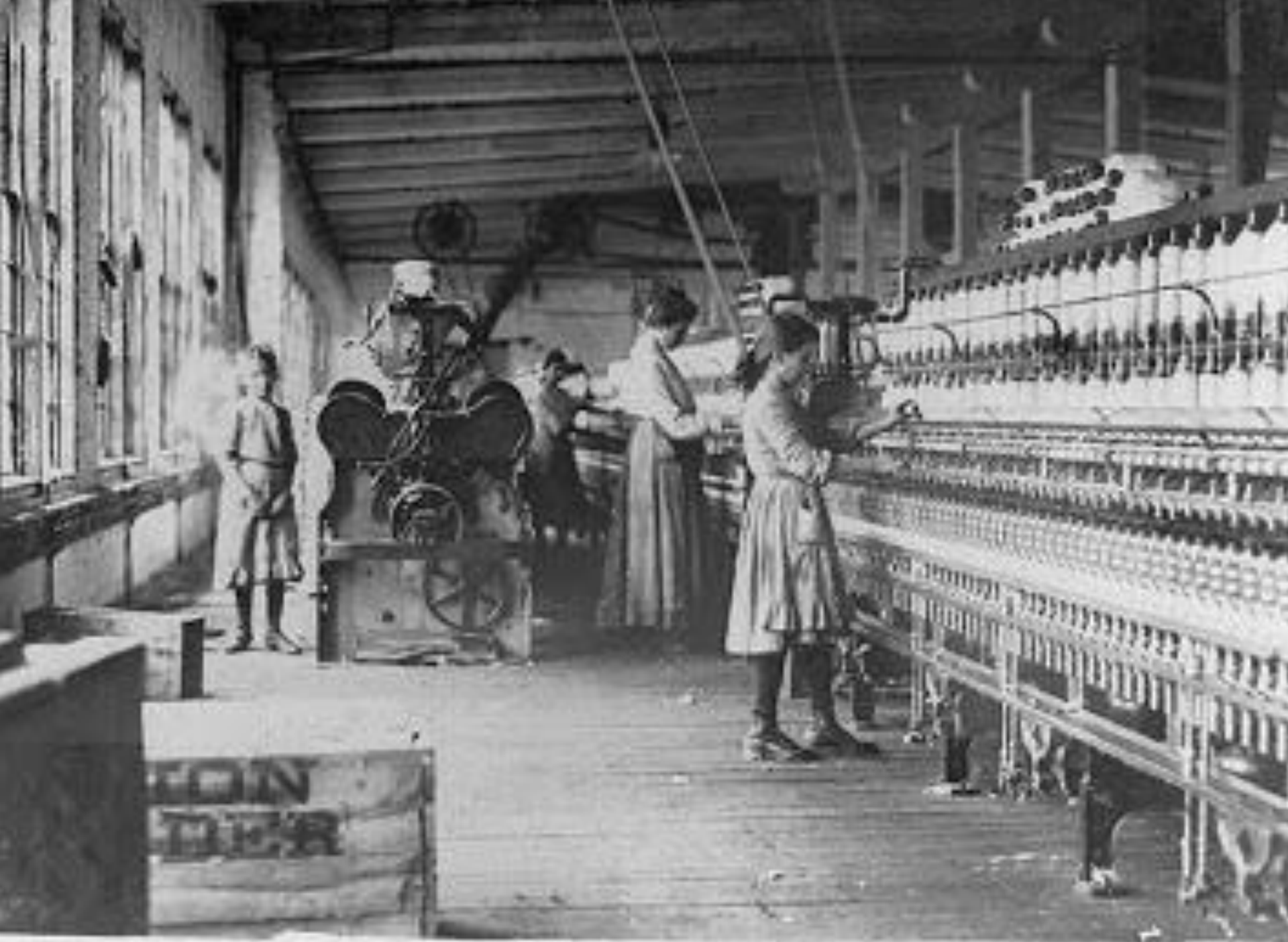
9. Review and discussion of Tuesday meeting agenda items:
  - a) Appointment:
    1. Rib Mountain Metropolitan Sewerage District Commission
    2. Veterans Service Commission
  - b) Resolutions:
    1. Environmental Resources Committee:
      - A. Approval of Town of Rib Mountain Local Zoning Ordinance Amendment #R-54-20
      - B. Approval of Town of Cassel Local Zoning Ordinance Amendment #R-55-20
    2. Human Resources, Finance & Property Committee:
      - A. Expand (1) .60FTE Motorized Recreation Coordinator to .75 FTE #R-56-20
      - B. Create 1.5 FTE Custodial Positions for the Facilities and Capital Management Department #R-57-20
      - C. Create 1.0 Deputy Sheriff in the Marathon County Sheriff's Office to Provide Contracted Services for the Town of Rib Mountain #R-58-20
      - D. Resolution Awarding the Sale of \$17,845,000 General Obligation Health Care Project Building Bonds, Series 2020B #R-59-20
      - E. Resolution Approving the 2021 Capital Improvement Program Projects #R-60-20
      - F. Approve 2020 Budget Transfers for Marathon County Department Appropriations #R-61-20
    3. Infrastructure Committee:
      - A. 2020 County Bridge/Culvert Aid #R-62-20
    4. Health & Human Services Committee:
      - A. Second Amended Intergovernmental Cooperation Agreement by and between, Langlade County, Lincoln County, Marathon County and Wood County #R-63-20
      - B. Endorse the Creation of Enabling Legislation by the State of Wisconsin for Regional Transit Authorities #R-64-20
    5. Executive Committee:
      - A. Resolution Declaring Marathon County "No Place for Hate" #R-65-20
      - B. Resolution Commemorating the 100<sup>th</sup> Anniversary of the 19<sup>th</sup> Amendment to the U.S. Constitution #R-66-20
10. Announcements and/or Requests
11. Adjourn

*Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 261-1500 one business day before the meeting.*

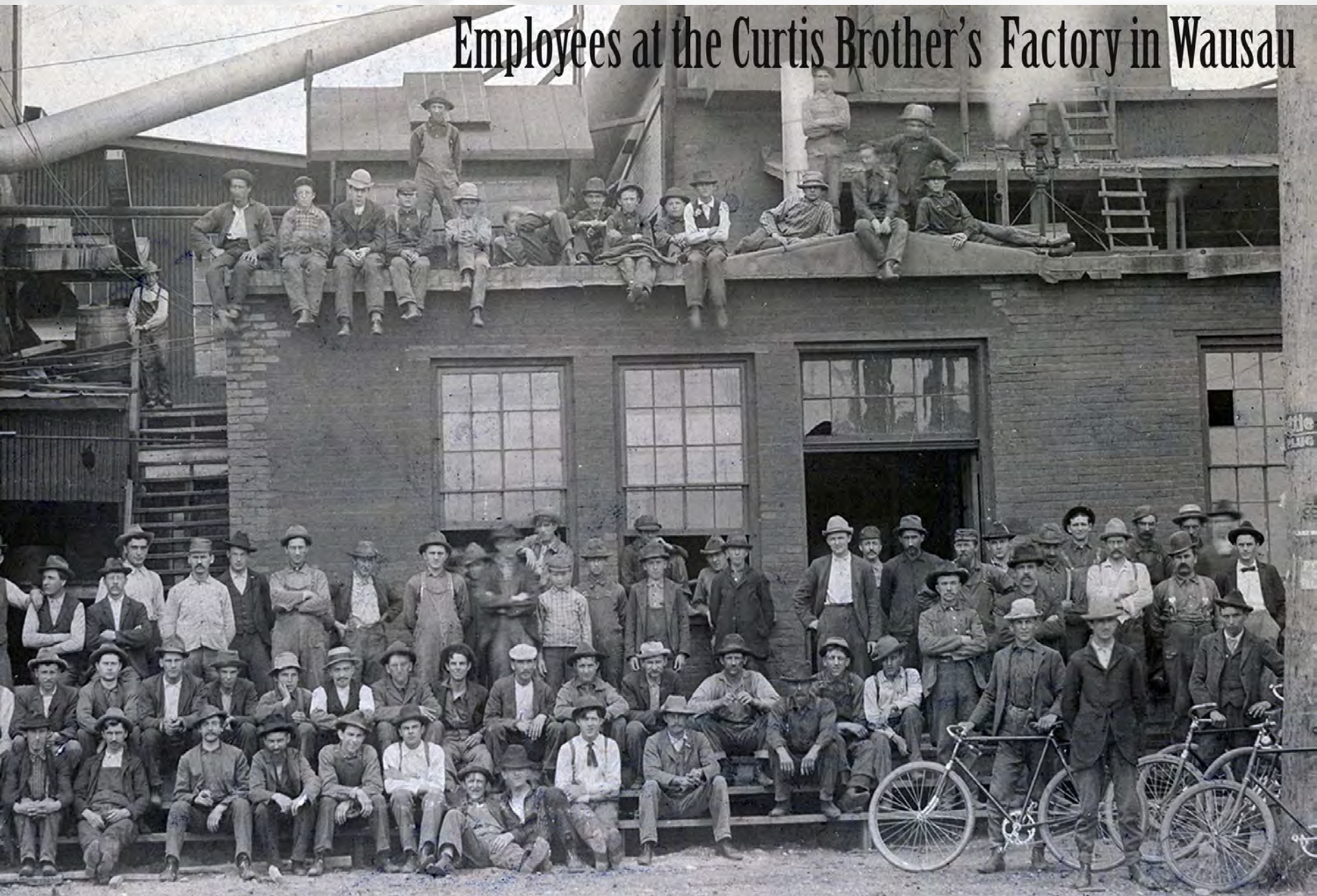
***Forward: Progressive Women in Wisconsin and the Struggle for Women's Suffrage, 1880-1920***







# Employees at the Curtis Brother's Factory in Wausau







# THE JUNGLE

UPTON SINCLAIR















Misses & Tommie  
2/2/23



The way to  
a man's heart

# The Settlement Cook Book



The Way To A  
Man's Heart

The  
Settlement  
Cook Book

Sarah Kander







# "WET" OR "DRY"

"VOTE WET  
FOR MY  
SAKE!"



"VOTE DRY  
FOR  
MINE!"



**Shall the Mothers and Children  
be Sacrificed to the Financial  
Greed of the Liquor Traffic?**

**IT IS UP TO YOU, VOTER, TO DECIDE**

**VOTE DRY**

*Frances  
Willard-WCTU*





# WAUSAU DAILY RECORD-HERALD

VOLUME XII NUMBER 39

WAUSAU, WISCONSIN, THURSDAY EVENING, JANUARY 16, 1919

THREE CENTS

# UNITED STATES GOES DRY

FEDERAL PROHIBITION AMENDMENT

Article is part of the basic law of the United States under the Constitution of

THE BELGIAN BEAN

IN DISTRESS

DEAD DISCUSSION





Personally, Mrs. Stanton is now a lovely old lady of sixty, with snowy curls, gentle, bright twinkling eyes, and a comfortable figure. She is, er, brilliant conversationalist, her argument has never

The women of our age regard Mrs. Stanton with reverence, for her great sympathy with them, and she has been devoted.

# SUSAN B. ANTHONY!

## THE INVINCIBLE!

Will deliver her famous lecture entitled:

# Woman wants Bread, not the Ballot

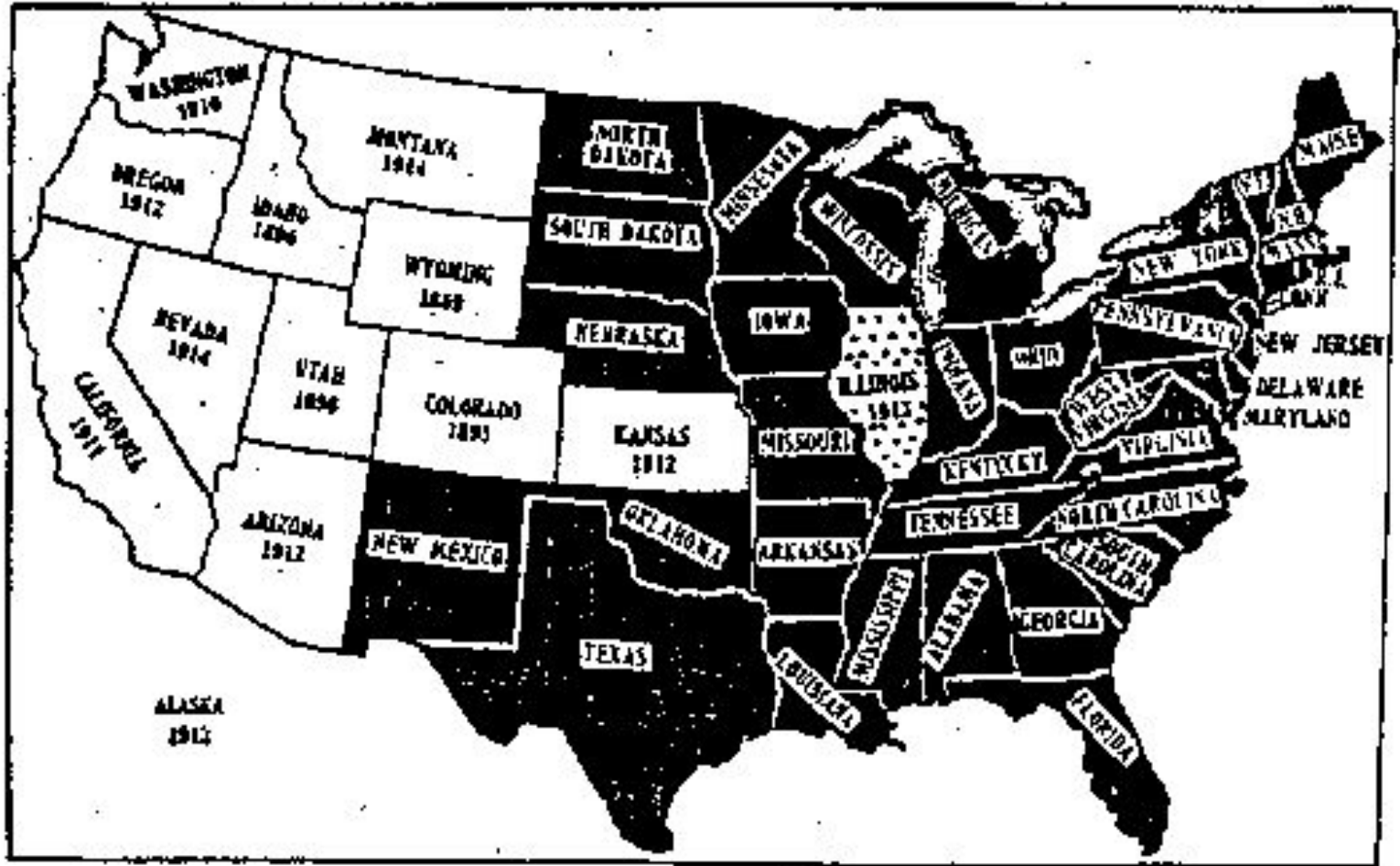
At Union Hall, Friday Evening, Oct. 12th.

This is only one chance in a life-time to hear this truly distinguished lady speak. The Press speaks of her in tones of praise wherever she has delivered this lecture.

Let everybody come and hear her. Come! Come!

**ADMISSION 50 CENTS.**

# NAWSA—Catt



SUFFRAGE MAP: WOMEN VOTE IN THE WHITE STATES.

# *NWP—Alice Paul*











# BACK THE BOYS

DO  
IT  
NOW



DO  
IT  
NOW

**MARATHON COUNTY'S  
NEXT AND LAST**

**CAMPAIGN FOR WAR CONTRIBUTION**

**AUGUST 21 TO 31**

**ONE WAR FUND—FOR ALL WAR NEEDS**

# WI 1<sup>st</sup> to Ratify--1919



STUART STOTTS

# Books in a Box

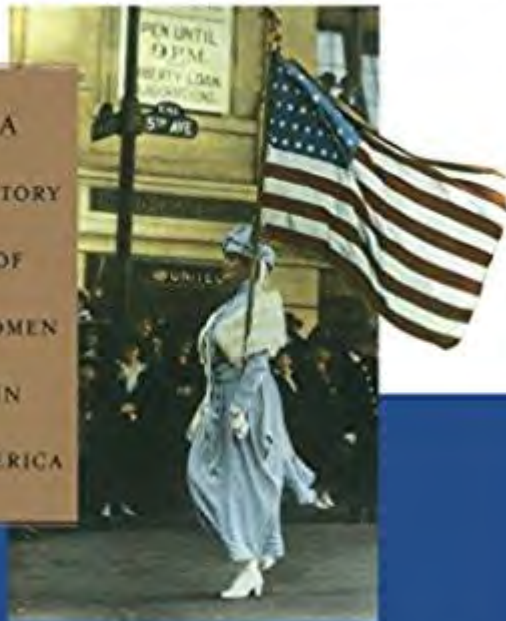
LUTIE STEARNS AND THE  
TRAVELING LIB



## BORN *for* LIBERTY

WITH A NEW CHAPTER AND PREFACE BY THE AUTHOR

A  
HISTORY  
OF  
WOMEN  
IN  
AMERICA



"A THOROUGH AND RICH LOOK BACK AT AMERICAN  
WOMEN." —JANE CLIFFORD, *THE HOUSTON POST*

SARA M. EVANS

# ON WISCONSIN WOMEN



Working for Their Rights  
from Settlement to Suffrage  
**Genevieve G. McBride**







RIB MOUNTAIN METROPOLITAN  
SEWERAGE DISTRICT COMMISSION  
MEMBERSHIP APPLICATION

Name: **Keith Biedermann**

Address: **209 Willow Street, Mosinee, WI 54455**

Home Phone: **715.581.6917** Work Phone: **NA**

E-mail Address: **klbmosinee@hotmail.com**

Current or Former Occupation: **Electrician - Retired**

How Many Years Have You Resided in the area: **49 years**

What is your understanding of the role and responsibility of this Commission (attach additional sheets if needed)?

**Similar to the role of a City Council, the Commission serves as the official governing body of the RMMSD and in that role the Commission is responsible for the management oversight of the RMMSD's facilities, finances and personnel. This includes review and approval of the annual District budget, adoption of District operational policies and approval of necessary facility capital improvements to ensure that the RMMSD can meet the future wastewater treatment demand needs of the member communities.**

Please briefly describe any experience and/or background (especially in wastewater) that you may have that you think would be beneficial to this Commission (attach additional sheets if needed):

**I served as an alderman for the City of Mosinee's 5<sup>th</sup> Ward for 20 years until April 2019. During my tenure on the City Council I recognized that joining the RMMSD was the most beneficial long-term alternative (in lieu of rehabbing our existing wastewater treatment plant) approach to treating our municipal wastewater and therefore I supported the City's petition to join the RMMSD. During my career as an electrician with Van Ert Electric I worked on a number of wastewater treatment plant projects and I am therefore fairly familiar with the operations of this type of facility.**

Signature: \_\_\_\_\_

*Keith Biedermann*

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

*7-16-2020*

Return application to:

Eric Donaldson, Director  
Rib Mountain Metro 151401  
Aster Road  
Wausau, WI 54403  
[eric.rmmsdl@frontier.com](mailto:eric.rmmsdl@frontier.com)  
(715) 359-7852

**APPOINTMENT**  
**Veterans Service Commission**

I, Lance Leonhard, Interim Marathon County Administrator, do hereby, upon approval of the Board of Supervisors, appoint Anthony Stange, 1844 Judy Drive, Kronenwetter, to the Veterans Service Commission for a three year term to expire December 31, 2023.

An annual salary of \$100 shall be paid and mileage reimbursement is allowed, paid upon request.

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

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Lance Leonhard  
Interim Marathon County Administrator

STATE OF WISCONSIN    )  
  )SS.  
COUNTY OF MARATHON    )

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above appointment was confirmed by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held September 15, 2020

S E A L

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Kim Trueblood  
Marathon County Clerk



# **Anthony P Stange**

**1844 Judy Dr Kronenwetter, WI 54455•tstange415@gmail.com**

September 8, 2020

Lance Leonhard,

My name is Anthony Stange and am currently employed as a Lead Deputy Medical Examiner. I have served my community since 1995 when I initially enrolled in the U.S. Army and have continued to serve locally in the Fire and EMS service. As you know I continue to serve the community proudly through my employment with Marathon County.

I am honored and humbled at the request to be a part of the Veterans Service Commission. When I was contacted by Jill Geoffroy to serve my community in an additional capacity, the following was my response to her request:

"Thank you for considering me. I have a strong passion for assisting veterans anyway I can whether it be a decedent's family or personal friends. With the work I do we work with many veteran's families, whether it is natural, suicide or otherwise. We hear their stories of good and bad of working with the VA especially after death. It would be an honor and I would take great pride in being involved with the Veteran Service Commission. I'm hoping that I can offer a different perspective due to the work I do."

I believe I will be a contributing member to the Veteran Service Commission, while serving both proudly and honorably.

Respectfully,

A handwritten signature in black ink, appearing to read 'Anthony Stange', written in a cursive style with a large loop at the end.

Anthony Stange

# Anthony P Stange

1844 Judy Dr Kronenwetter, WI 54455 • [tstange415@gmail.com](mailto:tstange415@gmail.com)

## Professional Summary

Excellent work ethic including dependable and hard-working. My personal qualities combined with my diverse work and life experiences will contribute to assisting, to the best of my ability, our local veterans and their families.

## Accomplishments/Awards

- US Army Commendation Medal
- Eagle Scout

## Certifications

- NREMT-Paramedic
- Tactical Medic-TEMS
- NIMS-Incident Command System 100, 200, 700
- Entry Level Fire Officer
- American Board of Medicolegal Death Investigators

## Organizations/Memberships

- Wausau Freemason Forest Lodge #130
- AMVETS Post 1051

## Work Summary

**Deputy Medical Examiner** 08/2016-Present

### Marathon County Medical Examiner

- Conduct death investigations and report to Medical Examiner.
- Working with law enforcement, EMS and family with honest, respectful communication.

**Intercept/Transport Paramedic** 03/2016-03/2017

### Spirit Ministry Transport

- Providing advance life support care to infants, pediatrics and adults patients.
- Safe operation of an emergency vehicle.

**ER/Urgent Care Paramedic** 10/2014-03/2016

### St Michaels Hospital

- Initiating patient assessment, vital signs and IV access.
- Medication administration and interventional procedures.

**EMT-Paramedic** 05/2014-7/2015

### United Emergency Medical Response

- Provide appropriate care to patients including assessments and administering various medicines
- Prepare electronic patient report of all medical and trauma calls.

**Firefighter/Advanced-EMT** 10/2000-12/2013

### Weston Fire Department

- Duties include but not limited to structural firefighting, rescue operations, hazardous material responses, operating emergency vehicle apparatus in a safe manner and emergency medical services.
- Responsibilities also included public education, fire prevention and quality customer service.

**RESOLUTION #R- 54-20**

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

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

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

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

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

Dated this 1<sup>st</sup> day of September, 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

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

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

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

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

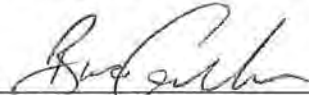
WHEREAS, the proposed amendments are compatible with the adopted comprehensive plan;

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


Dated this 21<sup>st</sup> day of July, 2020


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

\_\_\_\_\_  
Allen Opall, Town Chairman – NOT PRESENT

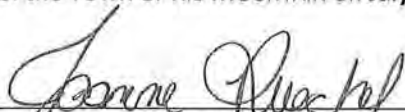
  
\_\_\_\_\_  
Brad Conklin, Supervisor

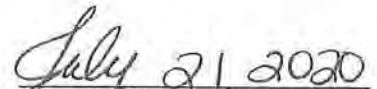
  
\_\_\_\_\_  
Dan Fiorenza, Supervisor

  
\_\_\_\_\_  
Gerry Klein, Supervisor

  
\_\_\_\_\_  
Fred Schaefer, Supervisor, Acting Chair

I, Joanne Ruechel, Clerk of the TOWN OF RIB MOUNTAIN, Marathon County, State of Wisconsin do hereby certify that the attached is a true and correct copy of a Zoning Resolution adopted by a majority vote of the Town Board of Supervisors of the TOWN OF RIB MOUNTAIN on **July 21, 2020**.

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

  
\_\_\_\_\_  
Date July 21, 2020

**RESOLUTION 20-08**  
**TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN**

A resolution rezoning a portion of land consisting of 7.046 acres of land from MR-4 Mixed Residential to SR-2 Suburban Residential; located northwest of the intersection of County Road N and Bittersweet Road, Town of Rib Mountain, Wisconsin; and amending the Official Zoning Map to reflect said change.

WHEREAS, William Shnowske, owner, petitioned to amend a portion of land on the Official Zoning Map of the Town of Rib Mountain from MR-4 Mixed Residential to SR-2 Suburban Residential; and

WHEREAS, the Plan Commission of the Town of Rib Mountain having held a public hearing on the 24<sup>th</sup> day of June 2020, on the application described above for the zoning of property described herein, and

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

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

Section 1: On the application (2020-007), property owner William Shnowske, BPW Development, LLC. For the following territory now comprising as part of the MR-4 Mixed Residential zoning district, located in Section 16, Township 28 North, Range 7 East, Town of Rib Mountain, Marathon County, Wisconsin; is hereby designated to be and become hereafter part of the following zoning district:

**SR-2 Suburban Residential:** described as a parcel of land being part of Lot 32 of Royal View Estates, recorded in Plat Cabinet 3, on Page 560b, as document number 1742162, filed with the Register of Deeds of Marathon County, Wisconsin; being part of the southeast ¼ of the southeast ¼, Section 16, Township 28 North, Range 7 East, Town of Rib Mountain, Marathon County, Wisconsin.

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

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

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

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

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

Adopted this 21st day of July 2020

BOARD OF SUPERVISORS



---

Fred Schaefer, Its Acting Chair

Attest:



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Joanne Ruechel, Town Clerk



# TOWN OF RIB MOUNTAIN

Where Nature, Family & Sport Come Together

## REZONE DETERMINATION REPORT

<b>FROM:</b>	Jared Wehner, Zoning Administrator		
<b>DOCKET NO.</b>	2020-007	<b>HEARING DATE:</b>	June 24, 2020
<b>APPLICANT:</b>	Tom Radenz, REI Engineering, Inc., 4080 N. 20 <sup>th</sup> Avenue, Wausau, WI 54401		
<b>OWNER:</b>	William Shnowske, BPW Development, LLC., 163371 State Highway 52, Wausau, WI 54401		
<b>LOCATION:</b>	Lot 32 of Royal View Estates subdivision, northwest corner of County Road N and Bittersweet Road.		
<b>DESCRIPTION:</b>	Rezoning Lots 37 and 38 on proposed certified survey map from MR-4 Mixed Residential to SR-2 Suburban Residential in order for Lots 36 and 32 to be combined and reconfigured to 3 parcels.		

*The Department of Community Development of the Town of Rib Mountain, pursuant to the Town of Rib Mountain Zoning Code, Subchapter 11 Processes, Section 17.223 Amendment of Official Zoning Map Procedures, hereby makes the following findings and evaluation to the Town of Rib Mountain Plan Commission:*

## GENERAL INFORMATION

**CURRENT ZONING:** MR-4 Mixed Residential

**DEFINITION:**  
17.035(2)(H)

This district is intended to permit development which has a moderately high-density community character which lies somewhere between suburban and urban. The land use standards for this district permit both single-family detached residential development and certain types of moderately high density single-family attached development permitted by right, and both moderately high density single-family attached development and certain types of multi-family development permitted as a conditional use, as well as a variety of related institutional land uses. Density and intensity standards for this district are designed to ensure that the Mixed Residential (MR-4) District shall serve as a designation which preserves and protects the moderately high-density residential community character of its area. A variety of residential development options are available in this district, with a Maximum Gross Density (MGD) of 4 dwelling units per gross acre.

Rationale: This district is used to provide for the permanent protection of an area for those who want to live in a moderately high density residential environment and who retain enough land with their residence, or in their development, to ensure that the desired community character is maintained as long as the Mixed Residential (MR-4) District designation is retained, regardless of how much development occurs within that area. As such, this district is intended to provide the principal location for a wide range of single-family attached dwelling types, including twin houses, duplexes, atrium houses, and weak link townhouses.

**PROPOSED ZONING:** SR-2 Suburban Residential

**DEFINITION:**  
17.035(2)(E)

This district is intended to permit development which has a moderate density, suburban community character. This district is intended to be the principal district for single-family development within the Town of Rib Mountain not served by both public water and public sanitary sewer. Density and intensity standards for this district are designed to ensure that the Suburban Residential (SR-2) District shall serve as a designation which preserves and protects the suburban residential community character of its area. A variety of residential development

options are available in this district, with a Maximum Gross Density (MGD) of 2 dwelling units per gross acre.

Rationale: This district is used to provide for the permanent protection of a moderate density residential area for those who want to live in an suburban residential environment and who retain enough land with their residence, or in their development, to ensure that the suburban community character is maintained as long as the Suburban Residential (SR-2) District designation is retained, regardless of how much development occurs within that area.

**FUTURE LAND USE** Single-Family Residential

**FLU DESCRIPTION:** One-family structures, farm residences and mobile homes.

### REVIEW OF DENSITY STANDARDS AND BULK REGULATIONS

LOT STANDARDS	REQUIREMENTS	PROPOSED LOTS 37 / 38	STATUS
Minimum Lot Area:	20,000 Sq. Ft.	207,582 Sq. Ft. / 125,078 Sq. Ft.	Meets Requirements.
Minimum Lot Width:	100 Ft.	638.17 Ft. / 275.95 Ft.	Meets Requirements.
Min. Landscape Surface Rat.	0.65	> 0.65 / > 0.65	Meets Requirements.
Max. Floor Area Ratio:	0.20	< 0.20 / <0.20	Meets Requirements.

### DETERMINATION / FINDING OF FACT

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

*Yes, the SR-2 allows single-family detached dwellings a permitted use-by-right, which is specifically called out for this designation in the 2005 comprehensive plan.*
2. Does the rezoning further the purpose and intent of this Chapter?
 

*Chapter 17 is written to implement the Comprehensive Plan to the extent possible under zoning and this proposed map amendment is within the scope of that intent.*
3. Does rezoning address any of the following that are not properly addressed on the current Official Zoning Map?
  1. A mistake was made in mapping on the Official Zoning Map. That is, an area is or has developed in a manner and purpose different from that for which it is mapped. If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the Village may intend to stop an undesirable land use pattern from being perpetuated.
  2. Factors have changed, such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes, making the subject property more appropriate for a different zoning district.

**3. Growth patterns or rates have changed, thereby creating the need for a rezoning.**

*The County's access restrictions and heavy vehicle use of County N has made further development of this property undesirable for a single-family use.*
4. Does the proposed zoning district maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?
 

*Yes, the overall development plan shall maintain the desired consistency of residential land use in this area of the Town.*

### BACKGROUND INFORMATION

Lot 32 was left as a large parcel to allow for more intense residential or light neighborhood-orientated commercial uses due to its close proximity to County Road N, a major east-west corridor through the Town. At this time, the Future Land



Use map shows this area as remaining Single-Family Residential, so more intense development in this area would require an amendment to the Future Land Use map. The Future Land Use map of the 2020 Comprehensive Plan update shows this area as Suburban Neighborhood, which can allow for more dense residential development, but not commercial development.

### CURRENT PROPERTY CONDITIONS

Lot 32 contains the original farmhouse and barn. There are heavy access restrictions along County Road N.

### STAFF COMMENTS

This proposed CSM does reduce the number of new possible residential units that would be able to be constructed in this area. Despite factors from COVID-19 and the resulted economic recession, there is still a demand for new residential lots in the Rib Mountain Area.

### POSSIBLE ACTIONS TO BE TAKEN

**RECOMMEND APPROVAL:** Plan Commission recommends approval of the rezone request and the proposed 3-lot certified survey map and forwards the recommendation on to the Town Board for the July 7, 2020 meeting.

**RECOMMEND APPROVAL WITH MODIFICATIONS:** Plan Commission recommends approval of the rezone request and the proposed 3-lot certified survey map with modifications as discussed and forwards the recommendation on to the Town Board for the July 7, 2020 meeting.

**DEFER ACTION:** Defer action on the request based on insufficient material/evidence provided by the applicant or uncertainty among the commissioners based on evidence presented at the public hearing. A recommendation shall be made within 60 days of submittal of the application (June 11, 2020). If the Plan Commission chooses not to make a recommendation or fails to make a recommendation to the Town Board within 60 days of the submittal of the application, then the Town Board shall hold the public hearing without a Plan Commission recommendation.

**RECOMMEND DENIAL:** Plan Commission recommends denial of the rezone request and the proposed 3-lot certified survey map and forwards the recommendation on to the Town Board for the July 7, 2020 meeting.

---

RECORDED

July 24, 2020 9:28 AM

DEAN J. STRATZ, REGISTER OF DEEDS

DOC# 1809981 PAGES: 4



1809981



**REI** CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
4080 N. 20TH AVENUE, WAUSAU, WI 54401  
(715) 675-9784

**MARATHON COUNTY CERTIFIED SURVEY MAP**

MAP NO. 18660

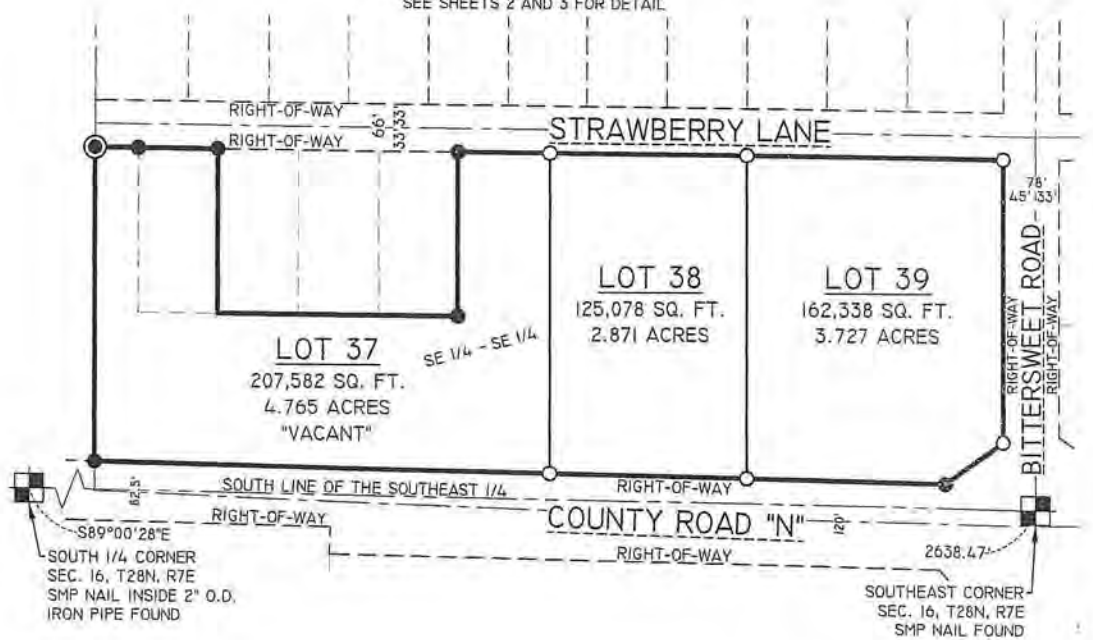
PREPARED FOR: BPW DEVELOPMENT LLC.

LANDOWNER: BPW DEVELOPMENT LLC.

PART OF LOT 32 OF ROYAL VIEW ESTATES, RECORDED IN PLAT CABINET 3, ON PAGE 560B, AS DOCUMENT NUMBER 1742162, AND ALL OF LOT 36 OF CERTIFIED SURVEY MAP NUMBER 18290, RECORDED IN VOLUME 90, ON PAGE 30 AS DOCUMENT NUMBER 1776833; ALL FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 28 NORTH, RANGE 7 EAST, TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN.

**GENERAL OVERVIEW**

SEE SHEETS 2 AND 3 FOR DETAIL



LEGEND	
●	- 1 1/4 IN. O.D. IRON PIPE FOUND
⊙	- 1 1/4 IN. IRON BAR FOUND
○	- 1 1/4 IN. O.D. X 18 IN. IRON PIPE WEIGHING 1.68 LBS/LIN. FT. SET
	126.00' - MEASURED BEARING/LENGTH
	(126.00') - RECORDED BEARING/LENGTH



- NOTES:
1. FIELD SURVEY WAS COMPLETED ON 5-6-2020.
  2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD83 (2011) DATUM, AND ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 89°00'28" EAST.
  3. THE RIGHT-OF-WAYS SHOWN ARE BASED UPON SURVEYS AND DOCUMENTS OF RECORD.
  4. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPTING PUBLIC DEDICATIONS.
- SHEET 1 OF 4





**REI**

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
4080 N. 20TH AVENUE, WAUSAU, WI 54401  
(715) 675-9784

# MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. 18660

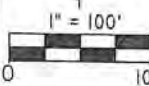
PREPARED FOR: BPW DEVELOPMENT LLC.

LANDOWNER: BPW DEVELOPMENT LLC.

PART OF LOT 32 OF ROYAL VIEW ESTATES, RECORDED IN PLAT CABINET 3, ON PAGE 560B, AS DOCUMENT NUMBER 1742162, AND ALL OF LOT 36 OF CERTIFIED SURVEY MAP NUMBER 18290, RECORDED IN VOLUME 90, ON PAGE 30 AS DOCUMENT NUMBER 1776833; ALL FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 28 NORTH, RANGE 7 EAST, TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN.



LEGEND	
●	- 1 1/4 IN. O.D. IRON PIPE FOUND
⊙	- 1 1/4 IN. IRON BAR FOUND
○	- 1 1/4 IN. O.D. X 18 IN. IRON PIPE
	WEIGHING 1.68 LBS/LIN. FT. SET
	(126.00') - MEASURED BEARING/LENGTH
	(126.00') - RECORDED BEARING/LENGTH



- NOTES:
1. FIELD SURVEY WAS COMPLETED ON 5-6-2020.
  2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD83 (2011) DATUM, AND ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 7 EAST, MEASURED TO BEAR SOUTH 89°00'28" EAST.
  3. THE RIGHT-OF-WAYS SHOWN ARE BASED UPON SURVEYS AND DOCUMENTS OF RECORD.
  4. WETLANDS DELINEATED BY CENTRAL WISCONSIN ENGINEERING (CWE) IN 2014.
  5. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPTING PUBLIC DEDICATIONS.



**REI**

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING  
4080 N. 20TH AVENUE, WAUSAU, WI 54401  
(715) 675-9784

# MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. 18060

PREPARED FOR: BPW DEVELOPMENT LLC.

LANDOWNER: BPW DEVELOPMENT LLC.

PART OF LOT 32 OF ROYAL VIEW ESTATES, RECORDED IN PLAT CABINET 3, ON PAGE 560B, AS DOCUMENT NUMBER 1742162, AND ALL OF LOT 36 OF CERTIFIED SURVEY MAP NUMBER 18290, RECORDED IN VOLUME 90, ON PAGE 30 AS DOCUMENT NUMBER 1776833; ALL FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 28 NORTH, RANGE 7 EAST, TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN.



### SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED AND DIVIDED PART OF LOT 32 OF ROYAL VIEW ESTATES, RECORDED IN PLAT CABINET 3, ON PAGE 560B, AS DOCUMENT NUMBER 1742162, AND ALL OF LOT 36 OF CERTIFIED SURVEY MAP NUMBER 18290, RECORDED IN VOLUME 90, ON PAGE 30 AS DOCUMENT NUMBER 1776833; ALL FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 28 NORTH, RANGE 7 EAST, TOWN OF RIB MOUNTAIN, MARATHON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 16; THENCE SOUTH 89°00'28" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1319.24 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 00°11'22" WEST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, 39.32 FEET TO THE SOUTHWEST CORNER OF SAID LOT 32 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°11'22" WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 32 AND THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, 441.81 FEET TO THE NORTHWEST CORNER OF SAID LOT 32 AND THE SOUTH RIGHT-OF-WAY LINE OF STRAWBERRY LANE; THENCE SOUTH 89°34'55" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, 172.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 36; THENCE SOUTH 00°11'22" EAST, COINCIDENT WITH THE EAST LINE OF SAID LOT 36, 230.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE SOUTH 89°34'55" EAST, COINCIDENT WITH THE SOUTH LINES OF LOT 35, LOT 34 AND LOT 33 OF SAID CERTIFIED SURVEY MAP NUMBER 18290, 336.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33; THENCE NORTH 00°11'22" WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 33, 230.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 33 AND SAID SOUTH RIGHT-OF-WAY LINE OF STRAWBERRY LANE; THENCE SOUTH 89°34'55" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE OF STRAWBERRY LANE, 765.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 32 BEING AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF STRAWBERRY LANE AND WEST RIGHT-OF-WAY LINE OF BITTERSWEET ROAD; THENCE SOUTH 00°11'51" EAST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF BITTERSWEET ROAD, 399.30 FEET; THENCE SOUTH 53°53'59" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF BITTERSWEET ROAD, 100.93 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD "N"; THENCE NORTH 88°44'19" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD "N", 1192.58 FEET TO SAID SOUTHWEST CORNER OF LOT 32, SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 494,998 SQUARE FEET OR 11.363 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF BPW DEVELOPMENT LLC., OWNER OF SAID PARCEL.

THAT SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAYS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 256.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7 AND THE SUBDIVISION REGULATIONS OF THE TOWN OF RIB MOUNTAIN, CITY OF WAUSAU, AND MARATHON COUNTY.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

DATED THIS 15<sup>th</sup> DAY OF JUNE 2020

REI  
JOSHUA W. PRENTICE  
WI P.L.S. S-2852

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

BY: [Signature]

DATE: 6-4-2020

MARATHON CO. CONSERVATION, PLANNING AND ZONING DEPT.

CPZ TRACKING# 520-039

CITY OF WAUSAU EXTRATERRITORIAL APPROVAL CERTIFICATE  
RESOLVED, THAT THIS CERTIFIED SURVEY MAP IS WITHIN THE EXTRATERRITORIAL AREA OF THE CITY OF WAUSAU AND IS HEREBY APPROVED.

DATE: 6/16/2020 APPROVED: William D. Herbert

DATE: 6/16/2020 SIGNED: [Signature]

TOWN OF RIB MOUNTAIN  
APPROVED FOR RECORDING UNDER THE TERMS OF THE TOWN OF RIB MOUNTAIN LAND DIVISION ORDINANCE.

BY: [Signature]

DATE: 7/22/2020

**RESOLUTION #R- 55-20**  
**Approval of Town of Cassel Local Zoning Ordinance Amendment**

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

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

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

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

Dated this 1<sup>st</sup> day of September, 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

Notice of Public Hearing  
Town of Cassel

Notice is hereby given that a public hearing will be held before the Planning & Zoning Committee, Town of Cassel, on July 8, 2020 at 6:30 pm at the Cassel Town Hall, 222901 County Road S, Marathon, Wisconsin. The purpose of this meeting is a request from Todd Heise, MFI, LLC 137040 Feed Lane, Marathon, WI for a rezone, Lot 2 from A-1 to C-1. Property description: SW 1/4 OF THE NE 1/4 OF SECTION 13, T28N, R5E, Town of Cassel, Marathon County, Wisconsin.

Robert Schumacher, Chair

Dated: June 20, 2020

Cassel Township Zoning Committee meeting

July 8, 2020, 6:30 pm

Members present: Bob Schumacher, Todd Andreshak, Chris Myhre, Linda King

Member absent: Jason Mechelke

Members of the community: approximately 12

Agenda : Concerning-- rezoning 6.01 acres (Lot 2) from Agriculture to Commercial for MFI, LLC on 137040 Feed Lane, Marathon, WI.

Todd Heise, Bruce Mlsna, and Steve Hanvold, representatives from MFI, spoke on the project of building a future fertilizer plant on this lot. They handed out a layout of their plans and indicated their future building plans. Members of the community spoke on their concerns: noise from truck traffic, dust from the trucks driving on gravel, the availability of water for the fertilizer plant, and the devaluation of their property. MFI stated that the plant in Marathon and the Mohr property business will be moved to this location. It was stated that the tax base on the property would be 10-12 million dollars. Also approximately 12 more jobs would be created.

The Zoning committee voted 3 to 1 for the project with concerns about dust and noise. Planting of trees and putting down blacktop were suggested.

Submitted

Linda King



NOTICE OF ZONING DECISION  
Town of Cassel

Date: 7/8/2020

Requested by: Todd Heise, MFI, LLC

Before the: Town of Cassel Planning & Zoning Commission

Todd Heise, MFI, LLC 137040 Feed Lane, Marathon, WI for a rezone, Lot 2 from A-1 to C-1. Property description: SW 1/4 OF THE NE 1/4 OF SECTION 13, T28N, R5E, Town of Cassel, Marathon County, Wisconsin.

The request for Rezone from A-1 to C-1

1) Was approved as presented

2) Was approved with the following conditions:

Condition to plant barrier for sand & dust control  
for noise & dust

3-1 vote

3) Was denied because:

Town of Cassel Planning and Zoning Commission

Robert Schumacher  
Todd Heise  
Jim M...

Linda King

Date 7-8-20

I agree to above decision

Todd Heise

Date 7/8/2020

Signature of Requestor

Town of Cassel  
Meeting Minutes  
Monday, July 13, 2020, 7 p.m.

Meeting called to order at 7 pm by Chairman Jerry Hargraves. All Town Officials present. (Jerry Hargraves, Chairman, Roger Ahrens, Supervisor, Steven Soczka, Supervisor, Mary Kay Hagenbucher, Clerk, Patricia Lepak, Treasurer). The Pledge of Allegiance was recited.

Minutes from June meeting were approved as read by motion of Supervisor Soczka, /2<sup>nd</sup> Supervisor Ahrens, carried.

Financial report was approved as read by motion of Supervisor Soczka/ 2<sup>nd</sup> Supervisor Ahrens, carried. Bills presented for payment were reviewed and approved, motion to pay bills Supervisor Soczka, 2<sup>nd</sup> by Supervisor Ahrens, carried.

Motion by Supervisor Soczka, 2<sup>nd</sup> by Supervisor Ahrens to accept recommendation from the Planning & Zoning Commission to approve the request from MFI, LLC 137040 Feed Lane, Marathon, WI 54448 for a rezone, Lot 2 from A-1 to C-1. Property description: SW1/4 of the NE1/4 of Section 13, T28N, R5E, Town of Cassel, Marathon County, Wisconsin, with the condition of some kind of barrier for sound and dust control. Motion carried.

No public input.

Motion to adjourn meeting, Supervisor Soczka / 2<sup>nd</sup> Supervisor Ahrens, carried.

Respectfully,  
Mary Kay Hagenbucher, Clerk

**RESOLUTION #R-56-20**  
**TO EXPAND .60 FTE MOTORIZED RECREATION COORDINATOR TO .75 FTE**

**WHEREAS**, the mission of the Parks, Recreation & Forestry Department mission is to adaptively manage our park and forest lands for natural resource sustainability while providing healthy recreational opportunities and unique experiences making Marathon County the preferred place to live, work and play; and

**WHEREAS**, snowmobiling and ATVing are unique recreational experiences; and

**WHEREAS**, in 2019 when the Park Ranger retired, the Motorized Recreation Coordinator portion of the position was filled with a .60 FTE; and

**WHEREAS**, the Motorized Recreation Coordinator position was anticipated to work more hours in Sept-March and less hours April-August, however the summer months are just as demanding as the winter months on the administrative side; and

**WHEREAS**, such demands have included ATV trail re-routes that involve the WI DNR, Army Corps of Engineers, as well as local municipalities and the Marathon County Conservation, Planning and Zoning Department; and

**WHEREAS**, other administrative tasking has included updating club forms, reduction of printing costs and staff time for grant reimbursement documents, and working with County GIS staff for snowmobile trail maps and maintenance of County informational website; and

**WHEREAS**, funding will be provided by amending the Parks department budget by increased revenue or decreased expenditures to offset the increase.

**WHEREAS**, on September 8, 2020, the Human Resources, Finance and Property Committee also voted to recommend expanding the current .60 FTE Motorized Recreation Coordinator to .75 FTE to County Board; and

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

- A. To expand the current .60 FTE Motorized Recreation Coordinator to .75 FTE, effective the beginning of the first pay period following the approval of this resolution.

Respectfully submitted this \_\_\_\_\_ day of, September 2020.

**HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE**

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

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

/s/ Kurt Gibbs

**Fiscal Impact:** Estimated annual increase of \$0

**RESOLUTION #R-57-20**

**TO CREATE 1.5 FTE CUSTODIAL POSITIONS FOR THE FACILITIES & CAPITAL MANAGEMENT DEPARTMENT**

**WHEREAS**, the mission of the Facilities & Capital Management Department is to perform maintenance and custodial duties to maintain County facilities, equipment, machinery and furnishings in good repair and in clean orderly, and safe condition for Marathon County employees and patrons; and

**WHEREAS**, NCHC has given Facilities & Capital Management notice that custodial services rendered by NCHC for cleaning of county buildings that include LVPP building (3 floors) and the Health Department will be discontinued; and

**WHEREAS**, Facilities & Capital Management currently pays NCHC \$90,000 per year for these services; and

**WHEREAS**, having Facilities & Capital Management employees responsible for the cleaning of these spaces will allow for more control and flexibility over schedules, products and standards; and

**WHEREAS**, on September 8, 2020, the Human Resources, Finance and Property Committee also voted to recommend creating 1.5 FTE Custodial positions to County Board. (One 1.0 FTE Custodian and one .50 FTE Custodian); and

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

- A. To create 1.5 FTE Custodial Positions (One 1.0 FTE Custodian and one .50 FTE Custodian), effective the beginning of the first pay period following the approval of this resolution.

Respectfully submitted this 10<sup>th</sup> day of September, 2020.

**HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE**

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

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

/s/ Kurt Gibbs

Fiscal Impact: None.

**RESOLUTION #R-58-20**

**TO CREATE 1.0 DEPUTY SHERIFF IN THE MARATHON COUNTY SHERIFF'S OFFICE TO PROVIDE CONTRACTED SERVICES FOR THE TOWN OF RIB MOUNTAIN**

**WHEREAS**, the Marathon County Sheriff's Office exists to provide a safe, secure and crime-free community through trust-building, enforcement and public safety management; and

**WHEREAS**, the creation of this Deputy Sheriff position in partnership with the Town of Rib Mountain is directly linked to this mission; and

**WHEREAS**, this position will be funded by the Town of Rib Mountain including wages for one full-time deputy along with the purchase of a vehicle and other required equipment; and

**WHEREAS**, on September 2, 2020, the Public Safety Committee voted to recommend creating 1.0 FTE Deputy position to County Board; and

**WHEREAS**, on September 8, 2020, the Human Resources, Finance and Property Committee also voted to recommend creating 1.0 FTE Deputy position to County Board.

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

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

- A. To create 1.0 FTE Deputy Sheriff position effective the beginning of the first pay period following the approval of this resolution.

Respectfully submitted this 10<sup>th</sup> day of September, 2020.

**HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE**

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

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

/s/ Kurt Gibbs

Fiscal Impact: \$4,000 of Tax Levy for equipment for Deputy Sheriff.  
Additional costs of this new position will be covered by the Town of Rib Mountain under separate contract with Marathon County Sheriff's Office.

RESOLUTION NO. #R-59-20

RESOLUTION AWARDING THE SALE OF  
\$17,845,000 GENERAL OBLIGATION HEALTH CARE  
PROJECT BUILDING BONDS, SERIES 2020B

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

WHEREAS, the County has previously issued general obligation promissory notes in the principal amount of \$7,775,000 for projects authorized by the Initial Resolution; and

WHEREAS, on August 18, 2020, the County Board of Supervisors of the County adopted a resolution providing that general obligation bonds authorized by the Initial Resolution in an amount not to exceed \$17,845,000 be issued and sold as a single issue of bonds designated as "General Obligation Health Care Project Building Bonds, Series 2020B" (the "Bonds") for the purpose of paying costs of the Project;

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

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on September 15, 2020;

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

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

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

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

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

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of SEVENTEEN MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$17,845,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Health Care Project Building Bonds, Series 2020B"; shall be issued in the aggregate principal amount of \$17,845,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on February 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on February 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the County, on February 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2020 through 2039 for the payments due in the years 2021 through 2040 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Health Care Project Building Bonds, Series 2020B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the County above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and



interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

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

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The County

further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted and recorded September 15, 2020.

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

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

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

/s/ Kurt Gibbs

Fiscal Impact:

---

Kurt Gibbs  
Chairperson

Attest:

---

Kim Trueblood  
County Clerk

EXHIBIT A

Official Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT



EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

EXHIBIT E

Form of Bond)

REGISTERED NO. R-___	UNITED STATES OF AMERICA STATE OF WISCONSIN MARATHON COUNTY GENERAL OBLIGATION HEALTH CARE PROJECT BUILDING BOND, SERIES 2020B	DOLLARS \$_____
-------------------------	--	--------------------

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

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

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

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

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$17,845,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of financing North Central Health Care ("NCHC") Master Facility Plan projects, including the design and construction of building additions, renovations and landscaping to the NCHC Center and Mount View Care Center campus, as authorized by resolutions adopted on June 19, 2018, August 18, 2020 and September 15, 2020.

Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Bonds maturing on February 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the County, on February 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

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

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

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

MARATHON COUNTY, WISCONSIN

By: \_\_\_\_\_

Kurt Gibbs  
Chairperson

(SEAL)

By: \_\_\_\_\_

Kim Trueblood  
County Clerk

ASSIGNMENT

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

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

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

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

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

Signature Guaranteed:

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

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

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

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



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Indianapolis  
Madison  
Milwaukee  
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Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

September 3, 2020

**VIA EMAIL**

Ms. Kristi Palmer  
Finance Director  
Marathon County  
Marathon County Courthouse  
500 Forest Street  
Wausau, WI 54403-5568

**Re: Marathon County  
\$17,845,000 General Obligation Health Care Project Building Bonds, Series 2020B**

Dear Kristi:

Attached is a draft of the **Award Resolution** to be adopted in connection with the above-referenced financing. We have prepared the Resolution with the information provided to us by PFM Financial Advisors LLC ("PFM"). Please review the Resolution carefully.

It is our understanding that the Resolution will be considered by Finance Committee on September 8 and the County Board of Supervisors on September 15 after the bid opening earlier that day.

If you have not already done so, please include the title of the Resolution on the agenda for the meetings. Please then post the agenda in at least three public places and provide it to the official newspaper of the County (or if the County has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meetings (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notices the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which the Resolution is adopted.

Unless the County Board of Supervisors has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of a quorum of the County Board of Supervisors is necessary to adopt the Resolution.

Ms. Kristi Palmer  
September 3, 2020  
Page 2

You will note in reviewing the Resolution that some of the exhibits will be provided to the County on the day of sale. It is our understanding that PFM will provide this information to you and to us after the bid opening and prior to the meeting on September 15, 2020. We will then email a final copy of the Resolution, including all exhibits, on the day of sale (September 15, 2020) prior to the meeting for the County Board of Supervisors to review and approve.

Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as one executed copy of the Certificate of Compliance with Open Meeting Law to us for our review. All of these originally signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of the September 15, 2020 meeting.

We are also attaching a **Municipal Information Questionnaire** and a **Private Activity and Other Tax Matters Questionnaire**. Please review, correct, if necessary, complete and return these questionnaires to us before the September 15, 2020 meeting.

Please feel free to contact me at (414) 277-5775 or any member of the Quarles & Brady LLP public finance team if you have any questions or comments.

Very truly yours,

QUARLES & BRADY LLP

*Brian G. Lanser / AB*

Brian G. Lanser

BGL:SMN:adb  
Enclosures  
#630738.00023

cc: Mr. Lance Leonhard (w/enc. via email)  
Mr. Scott Corbett (w/enc. via email)  
Ms. Kristin Hanson (w/enc. via email)  
Ms. Andrea Umentum (w/enc. via email)  
Mr. Kevin Dowling (w/enc. via email)  
Mr. Alex Gore (w/enc. via email)  
Ms. Jessica Lothman (w/enc. via email)  
Ms. Sue Nygren (w/enc. via email)  
Ms. Peggy Hintz (w/enc. via email)  
Ms. Jessica Kaye (w/enc. via email)



## Private Activity and Other Tax Matters Questionnaire

**Marathon County, Wisconsin ("Issuer")**

**General Obligation Health Care Project Building Bonds, Series 2020B ("Obligations")**

In anticipation of the Issuer's upcoming borrowing, we ask that you answer the questions below which will help us determine whether the borrowing qualifies for tax-exempt financing and what special treatment the Issuer or Obligations may qualify for under the Internal Revenue Code (the "Code") and applicable Treasury Regulations (the "Regulations"). Please direct any questions to any of the Public Finance attorneys at Quarles & Brady LLP at 414-277-5000.

**I. Private Activity:** Subject to specific exceptions provided for in the Code, the interest on municipal obligations which finance private activities or provide special benefits to private entities is taxable. Please note that for purposes of this questionnaire, a "**Non-Governmental Entity**" means any person, partnership, corporation or other organization that is not a state, city, village, town, county, school district, technical college district or other special district or joint powers authority. The federal government is a Non-Governmental Entity. A 501(c)(3) organization is also a Non-Governmental Entity.

1. Description of the project(s) to be financed or refinanced with the proceeds of the Obligations:

North Central Health Care ("NCHC") Master Facility Plan projects, including the design and construction of building additions, renovations and landscaping to the NCHC Center and Mount View Care Center campus (collectively, the "Project") (please attach project list).

---

YES     NO

a. Does the above description accurately and completely describe the project(s) to be financed with proceeds of the Obligations? **If NO, please make appropriate changes in the language above.**

YES     NO

2. Will any portion of the Project be owned by, or leased (or subleased) to, or sold to a Non-Governmental Entity? **If YES, attach a description of the planned sale or lease.**

YES     NO

3. Will any portion of the Project be managed (pursuant to a management contract or incentive payment contract) by a Non-Governmental Entity? **If YES, attach a copy of the operating or management contract.**

YES     NO

4. Will any portion of the Project be used for research or testing pursuant to an agreement with a Non-Governmental Entity? **If YES, attach a copy of the agreement.**

YES     NO

5. Will any Non-Governmental Entity have a right to use the Project or purchase output from the Project through any procedure or contract which gives preference to that customer over any other? **If YES, attach a description of the arrangement that includes the following:**

a. **Customer name.**

b. **Percentage of annual revenue of the Project attributable to the customer.**

YES     NO

6. Are there or will there be any informal agreements, historical arrangements, or other arrangements, written or oral, that convey special legal entitlements to a Non-Governmental Entity, such as granting priority rights or capacity rights to use the Project or granting naming rights to the Project? **If YES, attach a description of the arrangement.**

YES     NO

7. Will any Non-Governmental Entity, receive a special economic benefit from the Project, such as what might occur if the Project is not available for general public use and is functionally related to property used in the trade or business of a Non-Governmental Entity or benefits a small number of nongovernmental persons? **If YES, attach a description of the arrangement.**

YES     NO

8. a. Is there any portion of the Project that is used by private entities or organizations rather than by members of the general public or by employees (or, in the case of school facilities, students) of the Issuer? **If YES, please attach a description of such use.**

YES     NO

b. Do all members of the general public who use the Project use it on the same basis (for example, a "first come, first served" basis or pursuant to a standard rate schedule)? **If NO, please attach a description of the basis of the use of the project.**

YES     NO

9. Are there any contracts for incidental uses of the Project (e.g., pay telephones, vending machines, newsstands, etc.) by Non-Governmental Entities? **If YES, attach a description of the contracts.**

YES     NO

10. Will any portion of the proceeds from the proposed borrowing be loaned to any other person or entity? **If YES, attach a description of the loan program.**

YES     NO

11. Will a Non-Governmental Entity make payments to the municipality for use of the Project in a manner other than through uniformly applied rates or generally applied taxes? **If YES, attach a description of the payment obligation.**

YES     NO

12. Is the payment of any portion of the debt service on the proposed issue secured (directly or indirectly) by a guarantee from a Non-Governmental Entity or a pledge of private property, pursuant to a development agreement or other arrangement? **If YES, attach a description of the agreement or arrangement.**

YES     NO

13. Is any of the Project or portion of the Project expected to be sold or otherwise disposed of before the last maturity date of the Obligations and any anticipated refinancings thereof?

YES     NO

14. Are there any other facts and circumstances regarding the construction, operation, or use of the project by a Non-Governmental Entity? Please describe: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**II. Small Issuer Status:** The Code grants "small issuer" status for rebate exemption and bank qualification purposes in certain circumstances based on the amount of tax-exempt financing undertaken by an issuer in any given calendar year. By answering the questions below, you will assist us in calculating the total amount of tax-exempt financing issued in the calendar year.

YES     NO

1. Have any tax-exempt lease agreements or tax-exempt lease purchase agreements been entered into in the current calendar year? **If YES, please provide detail including date lease was entered into:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

YES     NO

2. Was an IRS Form 8038-G or GC filed with respect to any lease referenced above? **If YES, please provide a copy.**

YES     NO

3. Have any other tax-exempt obligations been issued either by the issuer or any authority of the issuer in the current calendar year other than those where Quarles & Brady LLP served as bond counsel? **If YES, please provide a copy of the 8038-G or GC for such obligations.**

**III. Reimbursement:** Subject to specific exceptions provided for in the Regulations (the "Reimbursement Regulations"), the interest on municipal obligations which reimburse prior expenditures is taxable. By answering the questions below, you will assist us in determining whether the Reimbursement Regulations have been followed.

YES     NO

1. Have any of the costs of the Project been paid prior to the date hereof? **If YES, please list the amount, purpose and date of payment of those previous expenditures which you expect to reimburse with proceeds of the Obligations:**

<u>Amount</u>	<u>Date of Payment</u>	<u>Purpose</u>
\$ _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

YES     NO

2. If the answer to Question 1 above is "yes," has the governing body at any time adopted a resolution authorizing borrowing for the Project or declaring intent to reimburse or made a declaration of its intent pursuant to a resolution delegating authority to make declarations of intent to finance all or a portion of the Project with the proceeds of the Obligations or other borrowed money? **If YES, attach a copy of applicable Resolution or other evidence of declaration of official intent and indicate the date of its adoption or indicate such Resolution has been provided previously to Quarles & Brady LLP.**

**IV. Project Timeline:** Generally, the IRS arbitrage rules found in the Code and Regulations limit the investment of the proceeds of tax-exempt obligations. However, if certain tests are met, the proceeds are permitted to be invested for a "temporary period". By answering the questions below, we will be able to determine whether the proceeds of the Obligations qualify for a temporary period.

YES  NO

1. Have you previously or will you within six months enter into contracts requiring payment of at least 5% of the proceeds of the Obligations for the Project?

YES  NO

2. Have you or will you commence work on the Project and continue to work on the Project until it is complete?

YES  NO

3. Do you expect to spend all of the proceeds of the Obligations for the Project within three years?

V. **Rebate of Investment Earnings:** The basic IRS rebate requirement is that an issuer of tax-exempt obligations must pay to the United States the amount by which the investment earnings on the gross proceeds of any borrowings exceed the amount which would have been earned if the proceeds were invested at the yield on those obligations, plus any earnings on such excess. The rebate amount is required to be calculated and paid to the United States at least every five years. However, there are several exceptions to the rebate requirement. By answering the questions below, we will be able to determine whether you might qualify for an exception. Note: the exceptions to rebate are based on actual facts, not expectations, so the determination of whether an exception applies will only be certain at a future time.

YES  NO

1. Small Issuer Exception: Do you expect to issue more than \$5 million of tax-exempt obligations during the current calendar year?

YES  NO

2. Six Month Expenditure Exception: Do you expect to spend all of the proceeds of the Obligations within 6 months?

YES  NO

3. Eighteen Month Expenditure Exception: Do you expect to spend all of the proceeds of the Obligations within 18 months pursuant to the following schedule:

- a. at least 15% within six months of the date of issue;
- b. at least 60% within 12 months of the date of issue; and,
- c. 100% within 18 months of the date of issue?

4. Two Year Expenditure Exception.

YES  NO

a. Are at least 75% of the proceeds of the Obligations to be used to finance construction expenditures?

YES  NO

b. If the answer to 4(a) is "yes", do you expect to spend the proceeds of the Obligations within 2 years pursuant to the following schedule:

- (1) 10% within the six-month period beginning on the date the obligations were issued;
- (2) 45% within the one-year period beginning on the date the obligations were issued;
- (3) 75% within the eighteen-month period beginning on the date the obligations were issued; and,
- (4) 100% within the two-year period beginning on the date the obligations were issued.

### **ACKNOWLEDGEMENT AND SIGNATURE**

I hereby certify that I am an authorized representative of the Issuer, and that I am authorized by the Issuer to execute this Questionnaire. I am charged with the responsibility to perform such acts as are necessary and proper for the financing, refinancing, construction, acquisition and/or improvement of the Project, and I am acting on behalf of the Issuer in executing this Questionnaire. I certify that I am familiar with the Project and that all information contained herein is true, correct and complete to the best of my knowledge. I am not aware of any facts or circumstances that would cause me to question the accuracy or reasonableness of any information contained in these response or attached documentation. I understand the foregoing will be relied upon by Quarles & Brady LLP in determining the tax-exempt status of the Obligations.

Prepared and submitted by:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Marathon County, Wisconsin

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

MUNICIPAL INFORMATION QUESTIONNAIRE

1. Official Name of Government Unit: Marathon County
2. Employer I. D. #: 39-6005716
3. Address: Marathon County Courthouse, 500 Forest Street, Wausau, WI 54403-5568  
 Phone Number: (715) 261-1170 (Finance Director)  
 Fax Number: (715) 261-4111 (direct to Finance Director's computer) Alternate fax 261-1185  
 Email Address: [kristi.palmer@co.marathon.wi.us](mailto:kristi.palmer@co.marathon.wi.us); [countyclerk@co.marathon.wi.us](mailto:countyclerk@co.marathon.wi.us)
4. Contact Person, Direct Phone Number and Email Address: Kristi Palmer, Finance Director, Kim Trueblood, County Clerk (715) 261-1500; (715) 261-1172
5. Date/Time/Place of Regular Meetings: 3rd or 4th Tuesday, 7:00 p.m., Branch 2 Courtroom of the Marathon County Courthouse
6. Does Municipality have an official or corporate seal?       YES       NO
7. Name of Official Newspaper, if any: Gannett Newspaper  
 WEEKLY       DAILY      What day: \_\_\_\_\_
8. Administrators and Officers: (Please complete with official names (including middle initials) as used to sign legal documents.)

<u>Name</u>	<u>Elected or Appointed?</u>	<u>Date Term of Office Expires</u>
<u>Lance Leonhard</u> County Administrator (administrator@co.marathon.wi.us)	<u>Appointed</u>	<u>N/A</u>
<u>Kurt Gibbs</u> Chairperson	<u>Elected</u>	_____
<u>Kim Trueblood</u> County Clerk	<u>Elected</u>	_____
<u>Audrey Jensen</u> Treasurer	<u>Elected</u>	_____

Scott Corbett  
 Corporation Counsel  
 500 Forest Street  
 Wausau, WI 54403  
 Phone Number: (715) 261-1140      Fax Number: (715) 261-1133  
 Email: [scott.corbett@co.marathon.wi.us](mailto:scott.corbett@co.marathon.wi.us)

9. Number of County Board of Supervisors members? 38 (*Please attach current list*)
10. Are there any special resolutions or ordinances in effect (other than Wisconsin's Open Meeting law) regarding meeting notices, quorum requirements, etc.?  YES  NO  
*If yes, please provide detail.* \_\_\_\_\_  
 \_\_\_\_\_
11. Are there any proceedings now pending with respect to a change in the form of government or the detachment of territory?  YES  NO  
*If yes, please provide detail.* \_\_\_\_\_  
 \_\_\_\_\_
12. Is there any litigation pending or threatened with respect to the corporate existence, organization, or boundaries of the government unit or the right of title of any officer of the government unit to his or her respective office?  YES  NO  
*If yes, please provide detail.* \_\_\_\_\_  
 \_\_\_\_\_
13. Are there any resolutions in effect which require any officers other than the chief executive officer and clerk, to execute bonds or notes or other documents evidencing indebtedness?  YES  NO  
*If yes, please provide detail.* \_\_\_\_\_  
 \_\_\_\_\_
14. Are there any other facts or circumstances which could have an impact on the issuance of the bonds or notes in question (e.g., litigation other than as set forth above, annexations, etc)?  YES  NO  
*If yes, please discuss.* \_\_\_\_\_  
 \_\_\_\_\_

Prepared and submitted by:

\_\_\_\_\_  
 Kristi Palmer  
 Finance Director

Signed on: \_\_\_\_\_



**CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW PUBLIC NOTICE REQUIREMENTS**

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

of \_\_\_\_\_  
(official name of municipality)

hereby certify that:

1. **Meeting Date.** On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ a  
\_\_\_\_\_ meeting was held commencing  
(County Board, Common Council, etc.)  
at \_\_\_\_\_ o'clock \_\_\_\_ .m. at \_\_\_\_\_.  
(location)

2. **Posting.** On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at approximately  
\_\_\_\_\_ o'clock \_\_\_\_ .m., I posted or caused to be posted a notice setting forth the time, date,  
place and subject matter (including specific reference to the borrowing) of said meeting in the  
following public places (include any posting of the notice on the municipality's website and  
attach an extra sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND/OR

**Publication.** The \_\_\_\_\_  
(County, City, etc.)  
caused a notice setting forth the time, date, place and subject matter (including specific reference  
to the borrowing) of said meeting to be published on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by the following news medium or media (attach an extra sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_

(If notice was published rather than posted, attach copy  
of published notice).

3. **Notification of Media.** On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at approximately \_\_\_\_\_ o'clock \_\_.m., I communicated or caused to be communicated, the time, date, place and subject matter (including specific reference to the borrowing) of said meeting to those news media who have filed a written request for such notice, and to the official newspaper of the \_\_\_\_\_, or, if none exists, to a news medium (County, City, etc.)

likely to give notice in the area.

4. **Open Meeting Law Compliance.** Said meeting was a \_\_\_\_\_ meeting of the (regular, special, adjourned annual, etc.) \_\_\_\_\_ which was called, noticed, held and (County Board, Common Council, etc.) conducted in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and State statutes.

\_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_  
Name:  
Title:

(SEAL)

(Note: Questions regarding this form or open meeting law compliance generally should be directed to local counsel or Quarles & Brady LLP.)

**Resolution # R-60-20**

**A RESOLUTION APPROVING  
THE 2021 CAPITAL IMPROVEMENT PROGRAM PROJECTS**

**WHEREAS,** the Human Resources and Finance and Property Committee of the Board of Supervisors of Marathon County received and reviewed the 2021 Capital Improvement Program Projects; and

**WHEREAS,** the Capital Improvement Program is a dynamic process and subject, pursuant to Resolution R-89-91, to periodic review and/or amendment; and,

**WHEREAS,** the Human Resources and Finance and Property Committee of the Board of Supervisors of Marathon County recommends approval of the 2021 Capital Improvement Program Projects.

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

Dated this 15th day of September, 2020.

**HUMAN RESOURCES AND FINANCE AND PROPERTY COMMITTEE**

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

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

/s/ Kurt Gibbs

**Fiscal Impact:** This reflects the proposed 2021 capital improvement program projects and does not commit funds.

**RESOLUTION #R-62-20**

**County Bridge / Culvert Aid**

WHEREAS, various towns and villages hereinafter named have filed petitions for County Aid for construction of bridges under Section 81.38 of the Statutes, said petitions are hereby granted and the County's anticipated share is appropriated as follows:

<b>Town-Village-City</b>	<b>Bridge or Culvert</b>	<b>Project Cost</b>	<b>County Aid Granted</b>
Berlin	72nd Avenue	\$ 18,329.22	\$ 9,164.61
Berlin	Rainbow Drive	\$ 21,753.66	\$ 10,876.83
Bern	Schweizer Road	\$ 5,434.78	\$ 2,717.39
Cleveland	Balsam Road	\$ 12,265.34	\$ 6,132.67
Day	Kraus Street	\$ 9,942.26	\$ 4,971.13
Day	Oxbo Road	\$ 5,880.28	\$ 2,940.14
Day	River Run Road	\$ 9,235.50	\$ 4,617.75
Day	Schalow Street	\$ 15,810.70	\$ 7,905.35
Easton	Eau Claire River Road, south of Z	\$ 13,568.04	\$ 6,784.02
Easton	Eau Claire River Road, north of Pin Cherry	\$ 12,826.70	\$ 6,413.35
Easton	Eau Claire River Road, west of Echo	\$ 7,012.88	\$ 3,506.44
Easton	Glenview Road	\$ 10,146.04	\$ 5,073.02
Easton	Sawmill Road	\$ 7,385.06	\$ 3,692.53
Eau Pleine	Equity Street	\$ 31,588.00	\$ 15,794.00
Eau Pleine	Galvin Ave	\$ 10,536.00	\$ 5,268.00
Halsey	Eder Road	\$ 8,171.40	\$ 4,085.70
Holton	Holton Road B37-0321	\$ 1,028.40	\$ 514.20
Hull	Elm Road & Blackberry Bridges	\$ 11,666.86	\$ 5,833.43
Johnson	Corlad Road	\$ 5,975.46	\$ 2,987.73
Knowlton	Balsam Road	\$ 6,308.52	\$ 3,154.26
Knowlton	Hahn Road	\$ 13,266.74	\$ 6,633.37
Knowlton	Kane Road	\$ 4,249.20	\$ 2,124.60
Kronenwetter	Maple Ridge P37-324	\$ 256,866.36	\$ 128,433.18
Maine	N. 20th Avenue	\$ 63,704.62	\$ 31,852.31
Marathon	Hollywood Road	\$ 10,976.36	\$ 5,488.18
McMillan	Stadt Ave P37-0174	\$ 6,675.38	\$ 3,337.69
McMillan	Eau Pleine Road	\$ 65,918.52	\$ 32,959.26
Rib Mountain	Swan	\$ 34,019.32	\$ 17,009.66
Rietbrock	Schnapsville Road	\$ 5,686.08	\$ 2,843.04
Texas	Alamo Road	\$ 9,877.44	\$ 4,938.72
Wausau	Restlawn Road	\$ 29,324.46	\$ 14,662.23
Wausau, City of	Bridge Street Bridge*	\$ 306,178.10	\$ 153,089.05
Wausau, City of	Scott Street Bridge	\$ 9,532.02	\$ 4,766.01
Weston	Lester Street	\$ 2,500.00	\$ 1,250.00
Wien	Four Mile Road	\$ 6,360.30	\$ 3,180.15
	Totals	\$ 1,050,000.00	\$ 525,000.00

\*Bridge Street Project to be funded over 4 years due to project size.

THEREFORE, BE IT RESOLVED, that the County Board does hereby levy a tax on all of the property in the County which is taxable for such purposes as to meet such appropriations; and

BE IT FURTHER RESOLVED, that the provisions for this levy shall be made in the County Budget, but that this levy shall not be duplicated.

**Dated the 10th day of September, 2020**

**SUBMITTED BY MARATHON COUNTY INFRASTRUCTURE COMMITTEE**

\_\_\_\_\_  
Randy Fifrick, Chairman

\_\_\_\_\_  
Sandi Cihlar, Vice-Chairman

\_\_\_\_\_  
Chris Dickinson

\_\_\_\_\_  
Alan Christensen

\_\_\_\_\_  
Jeff Johnson

\_\_\_\_\_  
Allen Opall

\_\_\_\_\_  
John Robinson

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2020, pursuant to SS59.12(1), Stats.

\_\_\_\_\_  
County Board Chair

**SECOND AMENDED INTERGOVERNMENTAL COOPERATION AGREEMENT BY  
AND BETWEEN LANGLADE COUNTY, LINCOLN COUNTY, MARATHON  
COUNTY AND WOOD COUNTY**

This Agreement is made and entered into by and between Langlade County, Lincoln County, Marathon County and Wood County, each of which is organized and existing under the laws of the State of Wisconsin, which are signatory to this Agreement (the "Member Counties").

RECITALS

WHEREAS, each of the Member Counties is authorized to provide Aging and Disability Resource and Older American Act (OAA) Services for its residents; and

WHEREAS, the Member Counties are authorized by Sec. 66.0301 of the Wisconsin Statutes to enter into contracts for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the Member Counties, acting for their benefit and for the health, safety and welfare of their citizens, deem it to be in their mutual interests to join together to form a Board under Sec. 66.0301 of the Wisconsin Statutes to provide Aging and Disability Resource and OAA Services for their residents.

NOW, THEREFORE, for and in consideration for the benefits, covenants, and agreements set forth in this Agreement, the parties agree as follows:

SECTION ONE

DEFINITIONS

The following definitions shall apply to this Agreement:

"Agreement" means this intergovernmental cooperation contract regarding the establishment of and the creation of an Intergovernmental Board to provide Aging and Disability Resource Services and OAA Programs in their respective communities.

"Board" means the Aging and Disability Resource Center of Central Wisconsin Board created under this Agreement pursuant to Sec. 66.0301 of the Wisconsin Statutes.

"Fiscal Year" means the period of time from the effective date of this agreement to December 31, 2009, and thereafter commencing on January 1 and ending on December 31 of each following year.

"Governing Body" means the county board of each of the Member Counties.

"Aging and Disability Resource Center of Central Wisconsin (ADRC-CW)" means the entity that provides services and programming to adult and disability qualified citizens of the Member Counties as determined by the Board.

"Member County" means any county which is a party to this Agreement or which may hereafter become a party to this Agreement.

"Proportionate Share" means the proportion that each Member County shall pay to cover annual costs.

"Representative" means the individuals designated by each Member County to be its representatives to the Board.

## SECTION TWO

### PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish an organization (ADRC-CW) for the Member Counties to provide aging and disability resource services as well as services traditionally known as Older American Act to qualified citizens of the Member Counties. The Member Counties will create a Board to oversee the provision of such services and to provide governance for the programs provided to the Member Counties.

The purpose of the organization is as follows:

Through a regional collaboration, the Aging and Disability Resource Center of Central Wisconsin (ADRC-CW) will maximize available resources to enhance the quality of life for the elderly and adults with developmental and/or physical disabilities in our designated service area.

## SECTION THREE

### PARTIES TO AGREEMENT

Each Member County represents and warrants that it intends to, and does hereby, contract with all other Member Counties executing this Agreement, and any new members admitted to the Board pursuant of Section Eight hereof.

## SECTION FOUR

### THE 66.0301 BOARD

4.01 Creation. Pursuant to Sec. 66.0301 of the Wisconsin Statutes, there is hereby created an intergovernmental cooperation Board composed of the Member Counties and a Board to be known as the ADRC-CW Board.

4.02 Powers and Duties of Board. The Board shall have the powers common to its Member Counties and is authorized, in its own name, to do all acts necessary to exercise such common powers to fulfill the purposes of this Agreement referred to in Section Two. In addition, the Board shall have the following powers:

- A. The Board shall have the power to establish the Board's annual budget as provided in Section 5.02.
- B. The Board shall have the authority to hire, supervise, and support the Executive Director of the ADRC-CW and to take other action deemed necessary for the operation of the ADRC-CW provided for this Agreement. Subject to the above authority of the Board and further subject to future amendments of this Agreement, the Executive Director shall be considered an employee of Marathon County. All other employees of the ADRC-CW, other than the Executive Director, shall be subject to the supervisory authority of the Executive Director and shall also be considered employees of Marathon County.
- C. The Board shall have the authority to enter into leases or contracts necessary for the provision of services provided under this Agreement.
- D. The Board shall provide an annual report to the Member Counties of the programs and services provided by the Board and the financial aspects of the programs and services provided.
- E. The Board shall have the authority to contract with Member Counties for the provision of Adult Protective Services within those Counties.

4.03 Limitation on Powers of Board. The Board shall not have the power to borrow funds.

The Board shall not have the authority to own facilities unless approved by all Member Counties.

4.04 Board Membership. The Governing Body of each Member County shall designate two County Board Supervisors as its Representatives to serve on the Board.

These representatives shall be selected by the governing body of the Member County pursuant to its normal procedures. Member County can appoint an alternate representative. Alternative representative may only vote when that function is requested by absent representative and announced at beginning of meeting.

Seven citizen members shall also serve as members of the Board. Citizen Members will be selected at large from the service areas and shall be individuals who receive

services from the ADRC-CW or are affiliated with individuals who receive services from the ADRC-CW. Citizen Members will represent the following populations: Two (2) - Developmentally Disabled, One (1) - Physically Disabled, and Four (4) - Elderly. The Citizen Members shall be recommended to the Member Counties by the remaining members of the ADRC-CW Board and shall be appointed by the Member Counties in accordance with their normal appointment process.

In the event that the Board receives written notice from the appointing Member County of the replacement of the Representative, or the death or resignation of the Representative, the Member County may appoint a Representative to replace the previously appointed Representative. Representatives of any Member County which withdraws from this agreement shall be removed effective the date of the withdrawal. Citizen Members will be replaced based upon their population representation using the appointment process.

Representatives are entitled to reimbursement by his/her Member County as authorized by the Governing Body of his/her Member County. Citizen Members shall be reimbursed by the Board as set forth in its fiscal policy.

- 4.05 Meetings of Board. An initial organizational meeting of the Board shall be called by the representative(s) from the Member County with the largest population. Thereafter, meetings shall be held on the 15<sup>th</sup> of each month unless the Board establishes a different schedule of regular meetings.

Other meetings of the Board may be called by the Chairman or by fifty percent of the Representatives.

- A. Open Meetings. Each meeting of the Board shall be called, noticed, held and conducted in accordance with the Wisconsin Open Meetings Law (Sec.19.81 et. seq. of the Wisconsin Statutes).
- B. Minutes. Minutes of the meetings of the Board shall be kept by the Secretary/Treasurer. The Secretary/Treasurer shall forward copies of the minutes to the Representatives and the Clerks of the Member Counties.
- C. Quorum. A majority of the Representatives is a quorum for the transaction of business. A vote of a majority of a quorum at the meeting is sufficient to take action unless the vote by a greater number is required by law or this Agreement.
- 4.06 Board Officers. Annually at the Annual Meeting in June, the Representatives shall elect a Chairman, Vice Chairman and Secretary/Treasurer from the membership of the Board. The Chairman, Vice Chairman and Secretary/Treasurer shall be the officers of the Board. Said election shall be effective for one year.
- 4.07 Powers and Duties of Officers.



- A. Chairman. The Chairman shall preside at all meetings of the Board and shall sign all resolutions, contracts and any other documents of any kind requiring a signature on behalf of the Board.
- B. Vice Chairman. The Vice Chairman shall perform all of the duties and have all of the powers of the Chairman in the absence of the Chairman.
- C. Secretary/Treasurer. The Secretary/Treasurer or its designee shall make and keep a permanent record of all Board proceedings, including public hearings; have custody of all records of the Board; furnish Representatives with a copy of the agenda of meetings of the Board prior to such meetings; furnish all notices of meetings and proceedings as may be required by law; countersign all contracts and any other documents requiring signature on behalf of the Board; and attest to and/or certify all actions taken by or on behalf of the Board. The Secretary/Treasurer shall keep all bills filed with the Board and render a report of all Board finances at each meeting of the Board. The Secretary/Treasurer shall perform all of the duties and have all the powers of the Chairman in the absence of the Chairman and Vice Chairman.

## SECTION FIVE

### BUDGET AND AUDIT

5.01 Fiscal Policy. Board will be responsible for developing fiscal policy for the operation of the ADRC-CW subject to review and approval of the Member Counties.

5.02 Budget. The Board shall present a proposed annual budget on a schedule and in a form consistent with each of the Member County budget approval process.

That portion of the proposed budget funded by property taxes for each fiscal year shall be submitted for approval of the Member Counties as part of the regular budget approval process for the Member County.

Copies of the entire budget shall be distributed to each Representative and to each Member County. The budget may establish any and all reserve funds for the sound fiscal operation of the Board as approved in the ADRC-CW fiscal policy which is incorporated herein.

5.03 Audit. The Board shall cause an annual independent financial audit of the Board accounts and records with respect to all receipts, disbursements, other transactions, and entries into the books of the Board: The annual audited financial statements shall be forwarded to the respective Member Counties on a timely basis and comply with accounting requirements as set forth by General Accepted Accounting Principles (GAAP) and the General Accounting Standards Board (GASB).

5.04 Proration of Expenses.

- A. It is the intent of the parties to this Agreement that the Aging and Disability Resource Center services and the funding for the same is combined into a four county regional program with uniform and consistent services based upon and required by the contract with the State of Wisconsin.
- B. It is the intent of the parties to this Agreement that the annual cost of operating the Older American Act services and other regional services provided by the four counties will be funded jointly by a state grant to the ADRC-CW and by local tax levy. Annually the tax levy required to funding OAA services as proposed by the ADRC-CW Board in its proposed annual budget will be prorated based upon an allocation of 46.1% Marathon County, 23.1% Wood County, 13.4% Laclede County and 17.4% Lincoln County. Annual levy expenditures for OAA services proposed by the ADRC-CW Board will require approval by a majority of the member counties. Failure of a Member County to approve the annual levy will not relieve it from its responsibility to contribute its prorated levy amount for that fiscal year. Counties wishing to discontinue contributing their prorated allocation in the future, must follow withdrawal procedures as stipulated in section IX.

5.05 Ownership of Facilities. Each Member County shall retain ownership of the real property facilities used by the Member County for the provision of ADRC-CW services in their respective county. Personal property may be owned by ADRC-CW jointly with other entities and as further enumerated in the ADRC-CW fiscal policy.

5.06 Use of Funds from Member Counties. All funds allocated by Member Counties for the provision of aging and disability resource services and services under the Older American Act shall be utilized solely for the provision of those services. In no event shall funds allocated by Member Counties for the provision of aging and disability resource services and services under the Older American Act be directed towards the provision of Adult Protective Services by the ADRC-CW. Funds for the provision of Adult Protective Services shall be accounted for and utilized separately by ADRC-CW in the event ADRC-CW is contracted to provide those services for any Member County.

## SECTION SIX

### BILLING AND PAYMENT PROCEDURES/SUPPORT SERVICES

- 6.01 Billing Procedures. The Board shall have the authority to establish billing procedures for the costs of the ADRC-CW to be paid by the Member Counties.
- 6.02 Payment by Member Counties. Each Member County agrees to promptly pay all billing statements from the Board. If any Member County disputes the amount of any payment to be made, it shall nevertheless pay the amount claimed when due,

stating in writing that it is making such payment under protest and the grounds therefore. By such payment the Member County shall not have agreed to the correctness of the amount and shall nevertheless retain the right to dispute the validity of the claim on any of the grounds set forth in such protest with the same effect as if it had not made payment. Such dispute shall be resolved in the manner, as provided in Section Twelve hereof, if the Board and the Member County cannot dispose of the dispute by agreement.

- 6.03 Failure to Make Payment. If any Member County fails to pay any amount due and owing to the Board, such defaulting Member County shall be indebted to the Board for the payment due, plus interest as enumerated in the ADRC-CW Fiscal Policy.
- 6.04 Fiscal Agent/Employment. For the initial term of this Agreement and subject to the cancellation provisions herein, Marathon County shall serve as the fiscal agent for ADRC-CW providing all audit, generalized accounting, payroll and fringe benefit management. Marathon County shall further provide support services including IT (Data Center), legal services, employee resource services, Worker's Compensation Administration, and liability insurance through Wisconsin Municipal Mutual Insurance Company (WMMIC). Insurance coverage through WMMIC shall not include Errors or Omission coverage for Officers and Board Members. The Board shall purchase separate insurance for this coverage and any other insurance as required.

For the initial term of this Agreement and subject to the cancellation provisions herein, all employees of ADRC-CW shall be considered employees of Marathon County.

Should either the ADRC-CW or Marathon County find it in their respective best interests to terminate this relationship for any or all of the support services, written notice shall be provided to the other party. Written notice shall be a minimum of six (6) months unless a shorter notice is required by actions beyond the control of the cancelling party (i.e., notice by an insurance carrier of cancellation or contract amendments by contractors to Marathon County).

Marathon County shall bill for support services at the usual and customary rate charged to other entities. The rate for all support service charges will be established as part of the annual budget and will not be altered during the fiscal year of the ADRC-CW.

## SECTION SEVEN

### INDEMNIFICATION

Each party shall indemnify the other Member Counties, and their respective agents and employees, from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees incurred in the necessary prosecution or defense of any action, arising out of performance or nonperformance by that Member County of any of its obligations under this Agreement and which is caused in whole or in part by that Member Counties

negligent act or omission, or that of its agents or employees, or anyone employed by it or for whose acts that it may be liable, or for any breach by it of any of the terms of this Agreement.

## SECTION EIGHT

### NEW MEMBERS

Any county which is contiguous with a member county may request to become a member of the ADRC-CW. Admission of new members shall be obtained by approval by all Member Counties.

Each prospective member must agree to the terms of this Agreement and deliver a duly executed copy of the Agreement to the Board.

## SECTION NINE

### WITHDRAWAL OF MEMBERS

Any Member County may withdraw from the ADRC-CW upon providing sixteen (16) months written notice to the Board prior to the effective date of the withdrawal. Any withdrawal shall only be effective on December 31 following the sixteen (16) months notice requirement.

Notice of withdrawal from the ADRC-CW will not relieve a Member County's obligation to make payments on its proportionate share of expense to the Board until the effective date of the withdrawal provided above. Withdrawal from the ADRC-CW will not relieve a Member County of any liability assigned to the Board or the ADRC-CW which arose during the period of time the Member County was a member of the Board or any liability which arises as a result from an incident that occurred during the same time period.

## SECTION TEN

### TERM OF AGREEMENT

This Agreement shall be effective upon approval of all of the Governing Bodies of the respective Member Counties.

This Agreement shall be for an indefinite term subject to the right of each Member County to withdraw from participation in accordance with the terms of this Agreement and compliance with the requirements for withdrawal from the Board.

## SECTION ELEVEN

### DISSOLUTION OF BOARD

In the event of withdrawal by a Member County, the ADRC-CW and its Board

shall continue to exist with-remaining Member Counties for the purpose of continuing to provide services for the remaining Member Counties. The fiscal policy of the ADRC-CW shall establish procedures for the equitable distribution of assets of any withdrawing Member County or upon dissolution of the ADRC-CW.

The ADRC-CW shall be dissolved by a vote of two-thirds (2/3) of the Board. Said dissolution shall be effective December 31 following the sixteen (16) months' notice requirement set forth herein.

## SECTION TWELVE

### DISPUTE RESOLUTION

It is understood and agreed that all disputes which may arise under or in connection with this Agreement shall be resolved by the Board unless the Board is directly involved in the dispute in which case the matter shall be resolved by the Appeals Committee.

The Appeals Committee will be comprised of the Chairs of the member Counties' Finance and Human/Employee Resources Committees and one member county representative serving on the Board from each Member County. Each Member County Board Chair will designate the Board Representative to serve on the Appeals Committee.

A Member County may seek review of a determination by the Board by appeal to the Appeals Committee. A Member County may seek review of a determination made by the Appeals Committee by appeal to the Circuit Court.

In order to invoke this dispute resolution procedure, a Member County shall file a written notice with the Board setting forth the details of the dispute. The notice shall state that the Member County is electing to resolve the dispute under the provisions of this Section. Every effort shall be made to resolve disputes under this Section in a timely manner but, in no event, no longer than ninety (90) days from the date of the notice unless waived by the Member County. This ninety day time limitation is an aggregate limitation which applies regardless of whether the dispute resolution process is initiated with the Board.

## SECTION THIRTEEN

### MISCELLANEOUS

- 13.01 Notices. Notices under this Agreement to Member Counties shall be sufficient if delivered to their Representatives and the office of the Clerk of the Member County. Notices to the Board under this Agreement shall be sufficient if delivered to the Chair and the Secretary/Treasurer at his or her regular business office. Notices for meetings of the Board shall be governed by the Open Meeting Law of the State of Wisconsin.
- 13.02 Amendments to Agreement. This Agreement may be amended at any time if the amendment is approved by all Member Counties acting through their governing Bodies.

- 13.03 Effective Date of Amendments. Any amendment of this Agreement shall become effective upon the Board receiving notice of the approval of the amendment by all of the Governing Bodies of the Member Counties.
- 13.04 Severability. Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Wisconsin, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.
- 13.05 Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.
- 13.06 Prohibition Against Assignment. Neither Member Counties nor the Board may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member County shall have any right, claim or title to any part, share, interest, fund or asset of the Board.
- 13.07 Procedural Rules of Meetings. All meetings of the Board or Sub-committees thereof shall be governed by current Robert's Rules of Order.
- 13.08 Execution. This Agreement shall be executed on behalf of each Member County, upon approval thereof by its Governing Body, by duly authorized officials (including its County Board Chair and County Clerk). This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Dated and signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

County of Langlade

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County of Lincoln

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County of Marathon

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County of Wood

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**RESOLUTION #R- 64 -20**

**ENDORSE THE CREATION OF ENABLING LEGISLATION BY THE STATE OF WISCONSIN FOR REGIONAL TRANSIT AUTHORITIES**

**WHEREAS,** In 2009 the Wisconsin Legislature passed legislation included in Act 28, enabling the formation of Regional Transit Authorities, complete with the power of taxation necessary to fund their start-up and operations; and

**WHEREAS,** In 2011, as part of Act 32, the Wisconsin Legislature passed legislation disabling the same Regional Transit Authorities, with no explanation or narrative for undoing what had been done two years earlier; and

**WHEREAS,** Wisconsin is the only Midwest state without enabling legislation to create these authorities. Regional Transit Authorities (RTAs) are a quasi-governmental entity that provides a governance structure for a unified transportation system and has taxing authority, therefore offering a funding alternative to property taxes; and

**WHEREAS,** Regional Transit Authorities allow for a regional and comprehensive look at transportation. They encourage connectivity and multimodal approaches since the planning takes place with one body for the whole region. A multimodal and coordinated system improves the mobility, connectedness, and quality of life for those who are unable to drive themselves, particularly older adults, and individuals with disabilities and those with low incomes; and

**WHEREAS,** Developing transportation systems requires flexibility to create innovative services that can cross municipal and county borders and account for communities of different sizes. RTAs enable this to be done in a more efficient, effective and sustainable manner; and

**WHEREAS,** Transportation systems are a part of the infrastructure that helps people get to jobs, medical appointments, and remain active and engaged members of the community and local economy. Where there are strong systems and meaningful mobility choices, there are strong communities; and

**WHEREAS,** Marathon County places great importance on our system of mobility for the populations most in need of the services that a Regional Transit Authority could provide our residents; and

**WHEREAS,** Lack of mobility for people is a factor contributing to their lack of "sustainability," while Regional Transit would allow easier access to jobs, schools, health care, and basic needs.

**NOW, THEREFORE, BE IT RESOLVED,** Marathon County calls upon the Wisconsin Legislature to craft and pass Legislation to enable Regional Transit Authorities in Wisconsin; and

**BE IT FURTHER RESOLVED,** that there be no limitations placed on the number of such Authorities, barring duplication of services or geographic overlap; and

**BE IT FURTHER RESOLVED,** that agencies and Legislative Committees charged with overseeing transportation needs, make the creation of these RTAs a top priority.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TRANSPORTATION COORDINATING COMMITTEE


HEALTH & HUMAN SERVICES COMMITTEE


Fiscal Impact:

**RESOLUTION #R-65-20**

**RESOLUTION DECLARING MARATHON COUNTY “NO PLACE FOR HATE”**

**WHEREAS**, the Marathon County Diversity Affairs Commission was charged by the Marathon County Board of Supervisors (the “Board”) to ensure that Marathon County is an open, inclusive, and diverse place to live and work and to achieve racial and ethnic equity to foster cross-cultural understanding and advocate for minority populations throughout Marathon County; and

**WHEREAS**, human diversity can be defined as differences in race, ethnicity, nationality, gender, gender identity, sexual orientation, socio-economic status, age, physical and/or mental capabilities, and religious beliefs; and

**WHEREAS**, the Board recognizes diversity, inclusion, and equity as essential to a positive and healthy life within our communities and is committed to the goals of ensuring that everyone is welcome within the county’s borders and the protection and preservation of the rights, freedoms, safety, and security of all its residents; and

**WHEREAS**, the Board acknowledges that disparity of opportunity and systemic inequality exist across our nation and within our community and holds as a core value that one of the keys to overcoming such inequalities is sufficient representation of diversity in our policies, practices, resource material, budgetary considerations, and staff; and

**WHEREAS**, as leaders of county government, the Board has a role in the creation of a community environment where all residents can celebrate and embrace their rich multicultural heritage without the fear of intimidation or hate-motivated violence.

**NOW, THEREFORE, BE IT RESOLVED** that the Marathon County Board of Supervisors hereby proclaims Marathon County as “No Place for Hate,” and rejects and condemns any hate-based activity or conduct directed to harm a person due to a person’s immutable characteristics; and

**BE IT FURTHER RESOLVED** that the Board’s commitment to diversity, inclusion, and equity will be reflected in county affairs at all levels: in the local government culture; in behavior and actions of individual staff members, in the actions and perspectives of the County Board of Supervisors, and in the ways in which all policies are developed, researched, and implemented, in order to best serve all residents of Marathon County.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

**DIVERSITY AFFAIRS COMMISSION**

\_\_\_\_\_  
\_\_\_\_\_

**EXECUTIVE COMMITTEE**

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**Fiscal Impact:** None.

## RESOLUTION #R- 66- 20

### RESOLUTION COMMEMORATING THE 100<sup>TH</sup> ANNIVERSARY OF THE 19<sup>TH</sup> AMENDMENT TO THE U.S. CONSTITUTION

**Whereas**, August 26, 2020 marks the 100<sup>th</sup> Anniversary of the ratification of the 19<sup>th</sup> Amendment to the U.S. Constitution allowing women in the United States the right to vote. It states, "The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex." After its passage, 26 million women voted in the 1922 presidential election; and

**Whereas**, voting is sometimes called "suffrage" which comes from the Latin "suffragium" which means "approval" and "the right to vote". The fight for women's suffrage, how U.S. female citizens fought for and won the right to vote is one of the great stories about the growth of our nation; and

**Whereas**, the political fight for women's right to vote began on July 19<sup>th</sup> in 1848 in Seneca Falls, NY. A Convention was called by Lucretia Mott and Elizabeth Cady Stanton to "discuss the social, civil and religious conditions and rights of woman". Elizabeth Cady Stanton wrote of twelve ways to foster equality for women in religion, education, law, labor and morality. She wrote "A Declaration of Rights and Sentiments" modeled after the Declaration of Independence and added the words "woman" to the phrase, saying that all men and women are created equal and that they have certain inalienable rights and that they were entitled to life, liberty and the pursuit of happiness; and

**Whereas**, it is right to celebrate the 100<sup>th</sup> Anniversary of the 19<sup>th</sup> Amendment to honor the many women suffragists who for 72 long years organized, wrote letters, signed petitions, stood as sentinels at the White House, gave speeches, met with legislators and the President, lobbied Congress, donated their time, money and suffered great opposition to get a women's right to vote for themselves, their daughters and granddaughters, and future female generations; and

**Whereas**, political organizations were formed by suffragists to further enfranchisement: The National Women Suffrage Association (NWSA) headed by Susan B. Anthony and Elizabeth Cady Stanton, the American Woman Suffrage Association (AWSA) formed by Lucy Stone, and the two organizations later combined into The National American Woman Suffrage Association (NAWSA) under Carrie Chapman Catt and had millions of women members. The National Women's Party (NWP) created by suffragist leader Alice Paul was the action backbone of the women's suffrage movement; and.

**Whereas**, the Wisconsin Woman Suffrage Association (WWSA) was formed in 1869 during a standing-room-only convention at Milwaukee City Hall with Theodora Youmans born in Ashippun, WI as President. Youmans Park in Waukesha is named after her; and

**Whereas**, suffragists took to forming newspapers and writing. Olympia Brown, the first female physician in WI and the first female ordained minister in the US, founded the first suffragist newspaper in WI in 1880 called "*The Wisconsin Citizen*". Emma Brown ran the '*Wisconsin Chieft*' in Fort Atkinson and Theodora Youmans, wrote a weekly column in the "*Waukesha Freeman*". Lucy Stone and Henry Blackwell published the weekly newspaper "*The Woman's Journal*" and Ida B. Wells in Memphis wrote for the city's black newspaper, "*The Free Speech*" among many other writers and newspapers; and

**Whereas**, to bring attention to their demands to vote, the suffragists held huge parades in Washington DC and around the country with thousands of spectators and thousands of women participants. It is right to commemorate their dedication and leadership for political liberty; and

**Whereas**, suffragists were unfairly arrested, fined, jailed, beaten, choked and chained, denied medical care, put in isolation and force fed. It was this abuse that reached newspapers and created a huge scandal that finally caused President Woodrow Wilson in January 1918 to back the issue of women's suffrage. Through the Appeals Court, the false charges, arrests and convictions against the suffragists were overturned; and

**Whereas**, President Wilson appreciated the efforts of the eight million women who worked during World War I and advanced the war effort. President Wilson's approval of women's suffrage shifted public behavior to allow women's right to vote and the legislature's acceptance of it; and

**Whereas**, Wisconsin Richland Center Suffragist Ada James and her parents organized and worked for women's suffrage in Wisconsin. The WI legislature was the first state to ratify the 19<sup>th</sup> Amendment. Suffragist Ada James's

father, former State Senator David G. James was selected by the WI legislature to travel to Washington DC to the U.S. State Department with papers of the WI June 10<sup>th</sup>, 1919 ratification; and

**Whereas**, just a few months before the passage of the 19<sup>th</sup> Amendment at the 50<sup>th</sup> NAWSA Convention in 1919, Carrie Chapman Catt, a Ripon native, proposed creation of a “league of women voters to finish the fight and aid in the reconstruction of the nation”. Carrie Chapman Catt became the first president of the League of Women Voters and Oshkosh native Jessie Jack Hooper became the first president of the Wisconsin League of Women Voters; and

**Whereas**, with having the right to vote, women began to run for political office across the US. In Wisconsin, 3 women were elected to the WI State Assembly in 1924 and 1 woman was elected to the WI State Senate in 1975. WI elected its first woman US Senator in 1999. Nationally in 1965 there were 11 women in the US House of Representatives and 2 women in the Senate. Today there are 101 women serving in the US House of Representative and 26 women serving in the US Senate. In the most recent elections, 26,000 women ran for elected office and 68 million women voted; and

**Whereas**, each January in the US, women participate in marches for expanded rights in all areas of life. The suffragists Alice Paul and Crystal Eastman proposed an Equal Rights Amendment (ERA) to the Constitution to Congress in December 1923. The ERA states “Equality of rights under the law shall not be denied or abridged by the United States or by any state on account of sex”. There were over 835 peaceful protest marches in US cities in January 2020 for expanding rights for women through the passage of the Equal Rights Amendment; and

**Whereas**, residents of Marathon County are asked not only to remember and recognize what changed with the passing of the 19th Amendment, but also what did not; and

**Whereas**, Marathon County recognizes the fact that although the 19th Amendment granted women the right to vote, Native American women still could not vote until 1948, Asian American women still could not vote until 1952, Latinx and Black women did not gain voting equality until 1965, and non-English speaking American women finally achieved voting equality in 1975.

**Now, Therefore Be It Resolved**, that the Board of Supervisors for the County of Marathon does hereby celebrate and recognize the 100<sup>th</sup> Anniversary of the passage of the 19<sup>th</sup> Amendment to the United States Constitution providing for women’s suffrage, promoting the core values of our democracy as set forth in the Constitution of the United States, and reaffirms our desire to continue strengthening democratic participation, and to inspire future generations to cherish and preserve the historic precedent established by the 19<sup>th</sup> Amendment to the U.S. Constitution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

DIVERSITY AFFAIRS COMMISSION

\_\_\_\_\_  
\_\_\_\_\_

EXECUTIVE COMMITTEE

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**Fiscal Impact:** None.

DRAFT MINUTES  
OF  
STANDING COMMITTEES



**Marathon County  
Environmental Resources Committee Minutes  
Tuesday, September 1, 2020  
212 River Drive, Room 5, Wausau WI**

<b>Attendance:</b>	<b>Member</b>	<b>Present</b>	<b>Not present</b>
<i>Chair</i>	Jacob Langenhahn.....	X	
<i>Vice-Chair</i>	Sara Guild.....	X	
	Rick Seefeldt .....	X	
	Bill Conway .....	X	
	Allen Drabek .....	X (in person)	
	Randy Fifrick.....	X	} via Webex or phone
	Arnold Schlei .....	X	
	Dave Oberbeck.....	X	
	Marilyn Bhend .....	X	
	Eric Vogel .....	X	

Also present via Webex or phone: Paul Daigle, Dominique Swangstu, Rebecca Frisch, Jared Mader, Dave Decker, Lane Loveland and Cindy Kraeger– Conservation, Planning, and Zoning (CPZ); Jamie Polley Parks, Recreation and Forestry (PRF); Craig McEwen Vice Chair and Peter Weinschenk.

1. **Call to order** – Called to order by Chair Langenhahn at 3:08 p.m. via WEBEX.

2. **Public Comment** – None.

3. **Approval of August 4, 2020 Committee minutes**

**Motion** / second by Conway / Fifrick to approve of the August 4, 2020 Environmental Resources Committee minutes as distributed. Motion **carried** by voice vote, no dissent.

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

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

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

1. Town of Cassel 137040 Feed Lane Marathon

Discussion: Chair Langenhahn and Vogel abstained from the discussion due to business relationships with Marathon Feed and voting on this town rezone. Swangstu discussed the Town of Cassel is town zoned and submitted a zoning district change from A-1 to C-1 Lot 2 137040 Feed Lane Marathon. The committee asked Swangstu about specifics regarding the town rezone in question and the Town of Cassel Planning Commission vote of 3-1. Staff had indicated given the rezone is within a town zoned town (Town of Cassel), the Town Board and/or Town Planning Commission would be the appropriate entities to answer any specific questions regarding any meeting minutes or standards they may have intended to place on the rezone request. County staff are tasked with bringing the town rezones to the ERC given the county’s current procedure yet, Town Zoned Town rezones only require Town Board and County Board approval, per Wisconsin State Statute. The zoning change was approved at the town board meeting on July 13, 2020. Although the town is town zoned, County Board approval is still needed.

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

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

2. Town of Rib Mountain Lots 37 & 38 Royal View Estates Subdivision – William Shnowske

Discussion: The Town of Rib Mountain is town zoned and submitted a zoning district change on land consisting of 7.046 acres from MR-4 Mixed Residential to SR-2 Suburban Residential located northwest of the intersection of County Rd N and Bittersweet Rd. The zoning change was approved at the town board meeting on July 21, 2020. Although the town is town zoned, County Board approval is still needed.

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

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

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

D. Review and Possible Action

1. Proposed change to the Land Division Fee schedule

Discussion: Decker explained the proposed change to the Land Division Fee schedule for Condo Plat are designed to split buildings into units. The flat fee is currently \$500. Decker explained the need in which a simple fee would be charged for Condo plat of 2-4 units. Condo plat of 5 or more units would remain at \$500. The review process takes less time for a condo plat of 2-4 units.

Action: **Motion** / second by Guild / Seefeldt to recommend approval of the proposed change to the Land Division Fee Schedule for Condo plat units. Motion **carried** by voice vote, no dissent.

Follow through: CPZ will implement the updated Land Division fee schedule.

## 5. Educational Presentations/Outcome Monitoring Reports and Committee Discussion

A. Accomplishments of the Environmental Resources Committee: Strategic Plan

Discussion: McEwen reviewed the successes of the Committee/CPZ staff/Solid Waste/Park, Recreation and Forestry achieved in the past 18 months that was included in the meeting packet.

Action: **None.**

B. Department Updates: Parks, Recreation and Forestry (PRF), Solid Waste, Conservation, Planning and Zoning (CPZ)

Action: **None.**

C. Discussion regarding County Board educational presentation on Implicit/Explicit Bias and institutional/structural discrimination and their impact on Marathon County's ability to achieve its goals (presentation available here - <https://www.youtube.com/watch?v=k6lxZiSeZJI>)

What opportunities do you see to improve our policies and practices to enhance diversity and inclusion and help us meet Objective 3.8 of the Comprehensive Plan?

Discussion: Daigle and Committee referenced the importance of Martin Luther King Jr day retreat day has helped staff build awareness, bias proofing ordinances allowing Committee and Corporation Counsel to review it for any bias and to have a proactive vision due to the evolving changes every day. Important to be of bias when updating comprehensive and strategic plans.

Action: **None.**

## 6. Policy Issues Discussion and Committee Determination to the County Board for its Consideration

A. Land and Water Resource Management Plan

1. Chapter 4 – Plan Implementation and Coordination

Discussion: Daigle discussed Chapter 4 – Plan Implementation and Coordination with a powerpoint presentation discussing the following areas: Three keystone pieces: 1. Growing community engagement, 2. soil health principles, 3. NR151 agriculture performance standards. Priority Farm Strategy: consideration of highest priority of services, complaints or staff observations, medium/low priorities, enforcement and compliance, information and education and further considerations. Chapter 5, the last chapter, will be presented at the next committee meeting. A draft copy of the full plan will be available for Committee members by October 1st.

Action: **None.**

B. PRF- To expand .60 FTE Motorized Recreation Coordinator to .75 FTE

Discussion: Polley reviewed the extended position request which was included in the meeting packet. This position was anticipated to work more hours September – March and less hours April – August, however after one year of review of the new 0.6 position more time is required to manage the program grant contracts, manage grants and installation of new bridges, communicate with the 29 snowmobile clubs and prepare and update snowmobile trail maps and information on the County website.

C. Action: **Motion** / second by Seefeldt / Schlei to accept and forward .60 FTE Motorized Recreation Coordinator to .75 FTE request with the additional funding to come from the Parks Department to



Human Resources Finance and Property Committee as required.

Follow through: PRF will forward to Human Resources Finance and Property Committee for their consideration.

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

**Tuesday, September 29, 2020 3:00 p.m. 212 River Drive Room 5 Wausau WI**

A. Committee members are asked to bring ideas for future discussion

B. Announcements/Requests/Correspondence

Discussion: Discussion on moving the date of the Marshfield Agricultural Research Station to another due to prior commitments of committee members for the County Board Size Task Force meeting. Frisch will check with John Robinson to see if an alternate date is available for the County Board Size Task Force meeting. Daigle will confirm with Committee members.

8. **Adjourn – Motion** / second by Seefeldt / Vogel to **adjourn** at 4:40 p.m. Motion **carried** by voice vote, no dissent.

Rebecca Frisch, CPZ Director

For Jacob Langenhahn, Chair

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

RF/cek



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

Date & Time of Meeting: **Tuesday, August 25, 2020 4:00 p.m.** Meeting Location: **Marathon County Courthouse**

Members: **John Robinson, Chair, Alyson Leahy, Vice-Chair, Jonathan Fischer, EJ Stark, Kurt Gibbs, Yee Leng Xiong-excused, Craig McEwen**

1. Call to Order-Please silence your cellphones
2. Public Comment-None
3. Approval of the Minutes of the August 21, 2020 Human Resources, Finance and Property Committee Meeting  
Motion Gibbs and Leahy approve the minutes, vote unanimous
4. Educational Presentations/Outcome Monitoring Reports
  - A. County Budget 101-Brief Overview of the Budget Process-County Administrator and Finance Director  
County Administrator Leonhard and Finance Director Palmer discussed county budgeting with the Committee. Gibbs discussed how levy limits work in other states including allowing an increase for CIP or other cost means.
  - B. Update on COVID-19 Financial Impact and Reimbursement Efforts. Request by Supervisor Robinson to send the Routes to Recovery Memo that went to each municipality to each County Board member.
  - C. Update on by Facilities and Capital Management Director on the Facilities Dude Software Application and its Functionality-Terry Kaiser demonstrated the Facility Dude software capabilities.
5. Policy Issues Discussion and Possible Action by Committee to Forward to the County Board
  - A. Community Partners Campus Group's Request to Utilize the Social Services Building at 400 Thomas Street Wausau, WI in the Late Fall of 2021
    1. What should be next steps and what should we consider in the evaluation process?  
The Community Partners Group provided a presentation in regards to relocating Social Services. The issues are the acceleration in the timeframe for relocating Social Services and the MC Credit Union. What would be the opportunity to move Social Service and MC Credit Union within the time frame? Leahy-Where are we with moving Social Services to the NCHC campus? NCHC stated that they will still be in the spaces needed by Social Services in 2021. Leonhard-I need direction from the Committee on how to move forward. What costs do you want me to put together when considering a potential offer to sell the property? The cost of relocation should not be at the cost of the tax payer when considering the need to move Social Services twice. Motion by Gibbs and seconded by Fisher to direct administration to get an appraisal and estimated cost to relocate the departments. County Administration should list the challenges that the departments will incur by accelerating the time frame to move social service and the MC Credit union. The County has a lease with the MC Credit union and we would need to determine how to negotiate with the credit union if we were to sell the property. Leahy-Is there a set deadline for when we need to make a decision on this move? Robinson-Community Partners would like a decision this fall; vote unanimous
  - B. Discussion Policy for Funding and ranking CIP projects-Stark requested that the 2021 CIP spreadsheet be included to show the ranked projects. The CIP Committee agreed that the ranking numbers are final for Finance Committee. We should look at our needs in regards to maintaining our current facilities and set aside funding through the CIP. Ask County Administration to identify those 2021 CIP requests that are needed to maintain the current facility and rolling stock and IT needs. These are necessary to maintain our facilities at a current level. Other items are ranked as projects to fund as evaluated. We should develop a policy that states we will maintain the facilities that we have and the other (projects) are discretionary. Stark-We need Facilities staff to assist us in evaluating these projects as they have good insight into what needs to be completed. Robinson-Can County Administrator Leonhard and Terry Kaiser look at evaluation the list and bring back to the Committee for the September 21 HRFC meeting?
6. Operational Functions required by Statute, Ordinance, or Resolution:
  - A. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
    1. None
  - B. Discussion and Possible Action by Human Resources and Finance and Property Committee
    1. None
7. Announcements-Next Meeting Date-September 8, 2020 3:30 pm
8. Adjourn-McEwen and seconded by Gibbs to adjourn at 6:10



## MARATHON COUNTY INFRASTRUCTURE COMMITTEE MEETING MINUTES

Thursday, September 3, 2020, 9:00 a.m.  
Marathon County Highway Department, Wausau, WI

Attendance:	Present	Excused	Absent
Randy Fifrick, Chair	x		
Sandi Cihlar, Vice-Chair	x		
John Robinson	x		
Jeff Johnson	x		
Alan Christensen	x		
Richard Gumz	x		
Chris Dickinson	x		

**Also Present:** James Griesbach, Kevin Lang, Kendra Pergolski, Gerry Klein, Lance Leonhard, Dave Mack, Andrew Lynch, Brian Grefe, Jeff Koppa, Randy Weissenger, Beth Nemec, John Thompson, Pete Weinschek, Norman Barrientos

- 1. Call Meeting to Order:** The meeting was called to order by Chair Fifrick at 9:02 a.m.
- 2. Public Comment:** N/A
- 3. Approval of the Minutes of the July 3, 2020, Infrastructure Committee Meeting**  
**MOTION BY ROBINSON, SECOND BY CHRISTENSEN, TO APPROVE THE MINUTES OF THE JULY 3, 2020, INFRASTRUCTURE COMMITTEE MEETING. MOTION CARRIED.**
- 4. Policy Issues Discussion and Potential Committee Determination:**
  - Next Steps in Broadband Task Force  
**Discussion:** Robinson updated the committee regarding the task forces initial meetings. He advised that an invitation has been sent to schools regarding their students accelerated need for broadband and their ability to identify problem areas. Klein provided input regarding the available grants.  
**Action:** N/A  
**Follow through:** N/A
  - Motion to Go into Closed Session (Roll Call Vote Suggested), pursuant to s. 19.85(1)(e), Wis. Stats., for the Purpose of Deliberating or Negotiating the Purchase of Public Properties, the Investing of Public Funds, or Conducting Other Specified Public Business, Whenever Competitive or Bargaining Reasons Require a Closed Session, to Wit: For the purpose of permitting the Committee to compare three possible sites within Marathon County, State of Wisconsin, for possible purchase by the County for future development and to discuss strategy to be employed by administration in negotiating a possible purchase.  
**Action: MOTION BY FIFRICK, SECOND BY DICKINSON, TO GO INTO CLOSED SESSION, PURSUANT TO S. 19.85(1)(e), WIS STATS, FOR THE PURPOSE OF DELIBERATING OR NEGOTIATING THE PURCHASE OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION TO WIT: FOR THE PURPOSE OF PERMITTING THE COMMITTEE TO COMPARE THREE POSSIBLE SITES WITHIN MARATHON COUNTY, STATE OF WISCONSIN, FOR POSSIBLE PURCHASE BY THE COUNTY FOR FUTURE DEVELOPMENT AND TO DISCUSS STRATEGY TO BE EMPLOYED BY ADMINISTRATION IN NEGOTIATING A POSSIBLE PURCHASE. ROLL CALL TAKEN. COMMITTEE MEMBER GUMZ ABSENT. MOTION CARRIED.**  
**Follow through:** N/A
  - Motion to Return to Open Session (No Roll Call Vote Required).  
**Action: MOTION BY ROBINSON, SECOND BY CHRISTENSEN, TO REOPEN CLOSED SESSION. MOTION CARRIED.**  
**Follow through:** N/A

D. Announcements and possible action on matters discussed in closed session

**Discussion:** N/A

**Action:** N/A

**Follow through:** N/A

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

A. Small Purchase Procurement Resolution

**Discussion:** Commissioner Griesbach addressed committee requesting that current small purchase procurement threshold be increased from \$30,000 to \$75,000 and include an automatic escalator at least every five years to account for inflation (resolution mirrors the one passed for the Central Wisconsin Airport).

**Action: MOTION BY CHRISTENSEN, SECOND BY JOHNSON, TO RECOMMEND THE APPROVAL OF RESOLUTION STATING THAT THE MARATHON COUNTY INFRASTRUCTURE COMMITTEE REQUESTS THAT MARATHON COUNTY CONSIDER CHANGING SEC 3.05(3) OF THE MARATHON COUNTY CODE OF ORDINANCES TO INCREASE THE SMALL PURCHASE PROCUREMENT THRESHOLD TO \$75,000 AND INCLUDE AN AUTOMATIC ESCALATOR AT LEAST EVERY FIVE YEARS TO ACCOUNT FOR INFLATION.**

**MOTION BY ROBINSON, SECOND BY JOHNSON, TO AMEND MOTION TO STATE THAT THE MARATHON COUNTY INFRASTRUCTURE COMMITTEE REQUESTS THAT MARATHON COUNTY HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE CONSIDER CHANGING SEC 3.05(3) THE MARATHON COUNTY CODE OF ORDINANCES TO INCREASE THE SMALL PURCHASE PROCUREMENT THRESHOLD TO \$75,000 AND INCLUDE AN AUTOMATIC ESCALATOR AT LEAST EVERY FIVE YEARS TO ACCOUNT FOR INFLATION. MOTION CARRIED 5-2.**

**Follow through:** N/A

**6. Educational Presentations and Committee Discussion**

A. Wisconsin Bureau of Transportation Safety Marathon County Update

**Discussion:** Randy Wiessinger addressed the committee reporting the year-to-date crash statistics for Marathon County; statewide crashes including fatalities; and predictive analytics.

B. County Road "J" Highway Abandonment, Town of Weston

**Discussion:** Commissioner Griesbach advised the committee that a quit claim deed was prepared in order to convey right-of-way back to adjoining owners which will be signed by Administrator Leonhard.

C. Marathon County Highway Safety Audit

**Discussion:** Commissioner Griesbach updated the committee with the intention of having a report to provide in November.

D. City County Information Technology Department Update

**Discussion:** Report provided.

E. Highway Commissioner's Report

**Discussion:** Report provided.

F. Discussion regarding County Board educational presentation on Implicit/Explicit Bias and institutional/structural discrimination and their impact on Marathon County's ability to achieve its goals (presentation available here - <https://www.youtube.com/watch?v=k6lxZiSeZJI>)

1. What opportunities do you see to improve our policies and practices to enhance diversity and inclusion and help us meet Objective 3.8 of the Comprehensive Plan?

**Discussion:** Administrator Leonhard reviewed with the committee how the county strives for diversity and inclusion while promoting cultural competence and encouraged everyone to watch presentation available on YouTube.

**7. Announcements:**

A. Future meetings and location, agenda topics  
October 1, 9:00 AM, 1430 West Street, Wausau

**8. Adjourn**

**MEETING ADJOURNED AT 10:17AM.**

Minutes prepared

By Kendra Pergolski on September 9, 2020.