



OFFICE OF KIM TRUEBLOOD
COUNTY CLERK
MARATHON COUNTY



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

ADJOURNED ORGANIZATIONAL MEETING

THE ADJOURNED ORGANIZATIONAL MEETING of the Marathon County Board of Supervisors, composed of thirty-eight (38) members, will convene at the Marathon County Courthouse, Assembly Room, 500 Forest Street, Wausau, on Tuesday, Sept 15, 2020 at 7:00 p.m. to consider the following matters:

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

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

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

A. OPENING OF SESSION:

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

B. CONSENT AGENDA:

7. Approval of minutes from the August 13 & 18, 2020 meetings
8. Referral of bills and communications to respective committees
9. Authorizing the Clerk to issue orders, bills and claims from the last session through this session
10. Confirmation of Appointments:
 - a) Rib Mountain Metropolitan Sewerage District Commission
 - b) Veterans Service Commission
11. Adoption of Resolutions:
 - a) Environmental Resources Committee:
 1. Approval of Town of Rib Mountain Local Zoning Ordinance Amendment #R-54-20
 2. Approval of Town of Cassel Local Zoning Ordinance Amendment #R-55-20

RESOLUTIONS

C. HUMAN RESOURCES, FINANCE, AND PROPERTY COMMITTEE:

12. Create 1.5 FTE Custodial Positions for the Facilities and Capital Management Department #R-56-20
13. Create 1.0 Deputy Sheriff in the Marathon County Sheriff's Office to Provide Contracted Services for the Town of Rib Mountain #R-57-20
14. Resolution Awarding the Sale of \$17,845,000 General Obligation Health Care Project Building Bonds, Series 2020B #R-58-20

D. INFRASTRUCTURE COMMITTEE:

15. 2020 County Bridge/Culvert Aid #R-59-20

E. HEALTH & HUMAN SERVICES COMMITTEE:

16. Second Amended Intergovernmental Cooperation Agreement by and between, Langlade County, Lincoln County, Marathon County and Wood County #R-60-20

17. Endorse the Creation of Enabling Legislation by the State of Wisconsin for Regional Transit Authorities #R-61-20

F. MISCELLANEOUS BUSINESS

18. Announcements and / or Requests

19. Motion to Adjourn

WITNESS: My signature this 15th day of September, 2020

Kim Trueblood
Marathon County Clerk

NOTE: The next meeting of the County Board will be the Educational Meeting on Thursday, October 15, 2020. The Business Meeting will be on Tuesday, October 20, 2020. Both meetings will be held at 7:00 p.m. in the Assembly Room of the Courthouse.

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

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715-261-1500 one business day before the meeting.



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 5th 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
(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 15th day of September, 2020.

Lance Leonhard
Interim Marathon County Administrator

STATE OF WISCONSIN)
)SS.
COUNTY OF MARATHON)

I, Kim Trueblood, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above 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

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', with a large, sweeping flourish extending to the right.

Anthony Stange

Anthony P Stange

1844 Judy Dr Kronenwetter, WI 54455 • 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 1st 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;

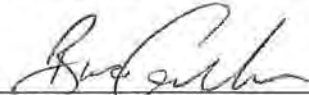
WHEREAS, the proposed amendments are compatible with the adopted comprehensive plan;

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 21st day of July, 2020

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


Allen Opall, Town Chairman – NOT PRESENT



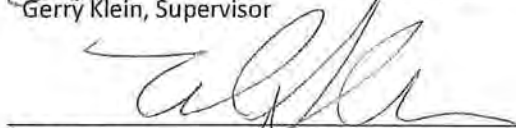
Brad Conklin, Supervisor



Dan Fiorenza, Supervisor

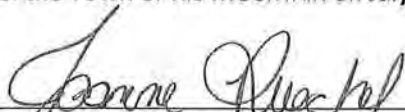


Gerry Klein, Supervisor

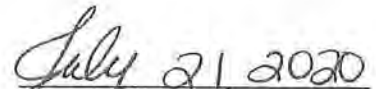


Fred Schaefer, Supervisor, Acting Chair

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 24th 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:



Joanne Ruechel, Town Clerk



TOWN OF RIB MOUNTAIN

Where Nature, Family & Sport Come Together

REZONE DETERMINATION REPORT

FROM:	Jared Wehner, Zoning Administrator		
DOCKET NO.	2020-007	HEARING DATE:	June 24, 2020
APPLICANT:	Tom Radenz, REI Engineering, Inc., 4080 N. 20 th Avenue, Wausau, WI 54401		
OWNER:	William Shnowske, BPW Development, LLC., 163371 State Highway 52, Wausau, WI 54401		
LOCATION:	Lot 32 of Royal View Estates subdivision, northwest corner of County Road N and Bittersweet Road.		
DESCRIPTION:	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**

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.

DEFINITION:
17.035(2)(H)

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**

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

DEFINITION:
17.035(2)(E)

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

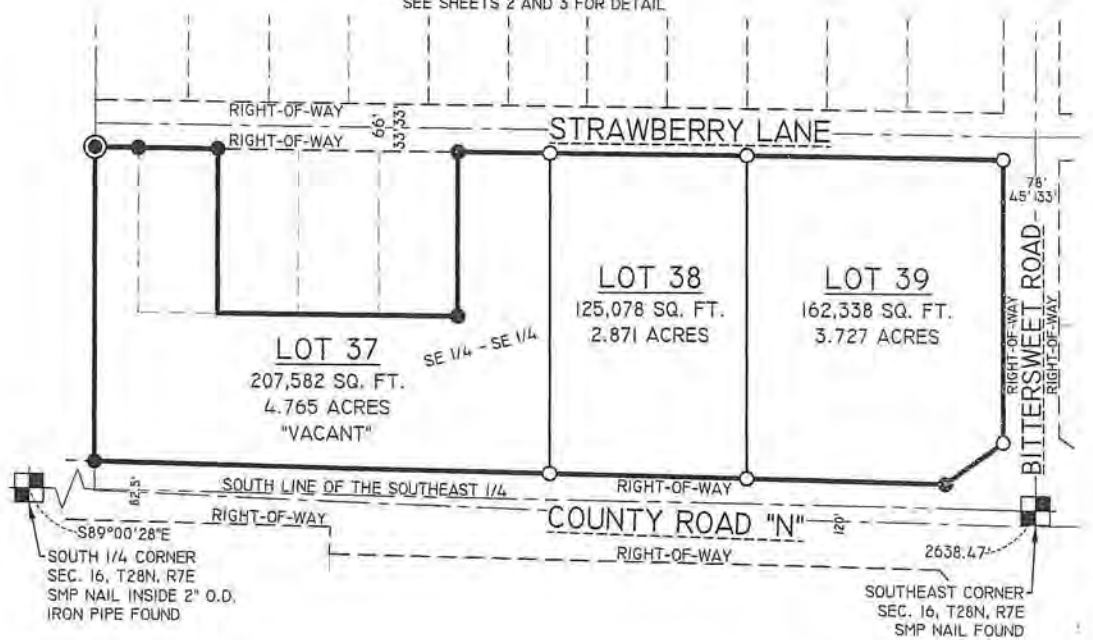
PREPARED FOR: BPW DEVELOPMENT LLC.

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.



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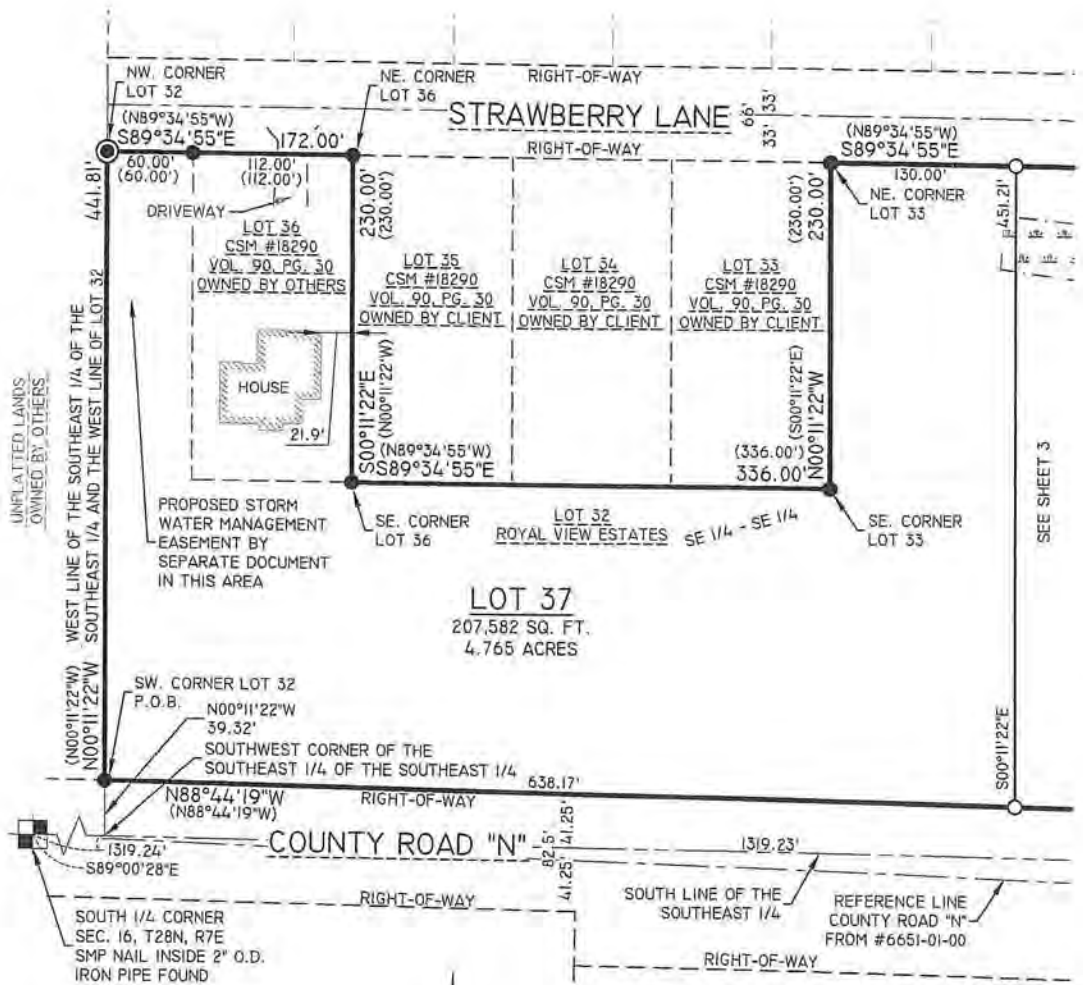
MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. 18660

PREPARED FOR: BPW DEVELOPMENT LLC.

LANDOWNER: BPW DEVELOPMENT LLC.

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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
- (26.00') - MEASURED BEARING/LENGTH
- (126.00') - RECORDED BEARING/LENGTH

NOTES:

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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. 18660

PREPARED FOR: BPW DEVELOPMENT LLC.

LANDOWNER: BPW DEVELOPMENT LLC.

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 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 15th 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 1st 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, /2nd Supervisor Ahrens, carried.

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

Motion by Supervisor Soczka, 2nd 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 / 2nd Supervisor Ahrens, carried.

Respectfully,
Mary Kay Hagenbucher, Clerk

RESOLUTION #R-56-20

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 10th 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-57-20

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 10th 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-58-20

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

_____	_____
_____	_____
_____	_____
_____	_____

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)

OFFICIAL NOTICE OF SALE

\$17,845,000*
Marathon County, Wisconsin
General Obligation Health Care Project Building Bonds, Series 2020B
Dated Date of Delivery

Date, Time and Place. SEALED AND ELECTRONIC BIDS will be received by PFM Financial Advisors LLC, 115 South 84th Street, Suite 315, Milwaukee, Wisconsin 53214, financial advisor acting on behalf of Marathon County, Wisconsin (the "County"), for all but not part of the County's \$17,845,000* General Obligation Health Care Project Building Bonds, Series 2020B, dated Date of Delivery (the "Bonds"), until 10:00 a.m. (Central Time) on:

Tuesday, September 15, 2020

at which time sealed bids will be opened, electronic bids retrieved and all bids publicly read. Sealed bids should be mailed or delivered to the offices of PFM Financial Advisors LLC, 115 South 84th Street, Suite 315, Milwaukee, Wisconsin 53214, Attention: Kristin Hanson, or faxed to (414) 771-1041, and plainly marked "Bid for Marathon County General Obligation Health Care Project Building Bonds, Series 2020B" Electronic bids must be submitted through Parity®. A meeting of the County Board of the Supervisors will be held on said date for the purpose of taking action on such bids as may be received.

Terms of the Bonds. The Bonds will be dated Date of Delivery and will mature February 1 in the years and amounts as follows:

<u>MATURITY SCHEDULE</u>			
<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2023	\$ 760,000	2032	\$ 995,000
2024	785,000	2033	1,025,000
2025	805,000	2034	1,055,000
2026	830,000	2035	1,090,000
2027	855,000	2036	1,120,000
2028	880,000	2037	1,155,000
2029	910,000	2038	1,190,000
2030	935,000	2039	1,225,000
2031	965,000	2040	1,265,000

Interest on said Bonds will be payable semi-annually on February 1 and August 1, commencing February 1, 2021.

No Term Bond Option. Proposals for the Bonds may not contain a maturity schedule providing for term bonds.

* Preliminary, subject to change.

Optional Redemption. The Bonds maturing on or after February 1, 2031, are subject to redemption prior to maturity at the option of the County on February 1, 2030 or on any date thereafter at a price of par plus accrued interest.

Registration. The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). The County will assume no liability for failure of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Bonds. In the event that the securities depository relationship with DTC for the Bonds is terminated and the County does not appoint a successor depository, the County will prepare, authenticate and deliver, at its expense, fully registered certificated Bonds in the denomination of \$5,000 or any integral multiple thereof in the aggregate principal amount of Bonds of the same maturities and with the same interest rate or rates then outstanding to the beneficial owners of the Bonds.

Security and Purpose. The Bonds are general obligations of the County. The principal of and interest on the Bonds will be payable from ad valorem taxes, which shall be levied without limitation as to rate or amount upon all taxable property located in the territory of the County. The Bonds will be issued to finance North Central Health Care Facility Plan projects of the County and to pay the costs of issuing the Bonds.

Not Bank Qualified. The Bonds will NOT be “Qualified Tax-Exempt Obligations” pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Bid Specifications. Bids shall be received on an interest rate basis in an integral multiple of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). Any number of rates may be bid, but no interest rate specified for any maturity may be lower than the interest rate specified for any earlier maturity. All Bonds of the same maturity shall bear the same interest rate. A rate of interest must be named for each maturity; a zero rate of interest shall not be named; and the premium, if any, must be paid in cash as part of the purchase price. No supplemental interest shall be specified. Each bid shall offer to purchase all of the Bonds and shall offer a price (payable in federal or other immediately available funds) which is not less than \$17,666,550 (99.0% of par), nor more than \$18,201,900 (102.0% of par), plus accrued interest to the date of delivery.

Establishment of the Issue Price. The successful bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County prior to Closing a certificate acceptable to Bond Counsel setting forth the reasonably expected initial public offering price to the public (the “Initial Public Offering Price”), or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;

- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

In the event the County receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the County intends to treat the initial public offering price to the public of each maturity of the Bonds as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). Consequently, bidders should assume for purposes of making its bid that, if the competitive sale requirements described above are not met, and less than 10% of any maturity has been sold to the public at the initial public offering price, as of the sale date, the bidder will be required to comply with the hold-the-offering-price rule described below. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply as to any maturities for which less than 10% has been sold to the public on the sale date at the initial public offering price to the public ("the 10% test"). The winning bidder shall notify the County on the sale date as to any maturities for which the 10% test has been met, and shall apply the hold-the-offering-price rule to all other maturities. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the County.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the date that the Bonds are awarded by the County to the successful bidder ("Sale Date") at the initial public offering price set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the initial public offering price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price for such maturity.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial public offering price if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that

is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires; and

(ii) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to:

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date the Bonds are awarded by the County to the winning bidder.

Good Faith Deposit. A good faith deposit in the amount of ONE HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED FIFTY dollars (\$178,450) is only required by the successful bidder for the Bonds. The successful bidder for the Bonds is required to submit such Good Faith Deposit payable to the order of the County in the form of a wire transfer in federal funds. Instructions for wiring the Good Faith Deposit are as follows:

Amount:	\$178,450
Details:	Email PFM for details at hansonk@pfm.com

The successful bidder shall submit the Good Faith Deposit within two hours after verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the County the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the County may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to the same. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the County the sum of \$178,450 as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.

The Good Faith Deposit so wired will be retained by the County until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the good faith deposit will be retained by the County as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. No interest on the good faith deposit will be paid by the County. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

Insurance on Bonds. In the event the successful bidder obtains a bond insurance policy for all or a portion of the Bonds, by or on behalf of it or any other member of its underwriting group, the successful bidder is responsible for making sure that disclosure information is provided about the credit enhancement provider (for example, through a wrapper to the Official Statement). The County will cooperate with the successful bidder in this manner. The costs of obtaining any bond insurance policy and the costs of providing disclosure information about the credit enhancement provider shall be paid by the successful bidder. In addition, the successful bidder will be required,

as a condition for delivery of the Bonds, to certify that the premium will be less than the present value of the interest expected to be saved as a result of such insurance.

Electronic Bidding. The County assumes no responsibility or liability for electronic bids. If any provisions in this Official Notice of Sale conflict with information provided by Parity®, this Official Notice of Sale shall control. Further information about the electronic bidding service providers, including any fee charged and applicable requirements, may be obtained from:

Parity®/IPREO
1359 Broadway, 2nd Floor
New York, New York 10018
(212) 849-5021 phone

Award. All bids received shall be considered at a meeting of the County Board of Supervisors to be held on the bidding date and, unless all bids are rejected, the Bonds shall be awarded during the County Board meeting on said date to the best bidder whose proposal shall result in the lowest true interest cost rate to the County. The true interest cost is computed as the discount rate which, when used with semiannual compounding to determine the present worth of the principal and interest payments as of the date of the Bonds, produces an amount equal to the purchase price. If two or more bids provide the same lowest true interest rate, the County shall determine which proposal shall be accepted, and such determination shall be final. A computation by the bidder of such true interest cost rate contained in any bid shall be for information only and shall not constitute a part of the bid. The purchaser shall pay accrued interest from the date of the Bonds to the date of delivery and payment of the purchase price.

Delivery. The Bonds will be delivered in typewritten form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, securities depository of the Bonds for the establishment of book-entry accounts at the direction of the successful bidder, within approximately 45 days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within 45 days after the date of the sale of the Bonds, the successful bidder may, prior to tender of the Bonds, at its option, be relieved of its obligation under the contract to purchase the Bonds and its good faith check shall be returned, but no interest shall be allowed thereon. Delivery of the Bonds is currently anticipated to be on or about October 7, 2020.

Legal Opinion. The successful bidder will be furnished without cost, the unqualified approving legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel.

CUSIP Numbers. The County will assume no obligation for the assignment of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon. The County will permit such numbers to be assigned and printed at the expense of the original purchaser, but neither the failure to print such numbers on any Bonds nor any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Bonds.

Official Statement. Upon the sale of the Bonds, the County will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after such date, the County will provide the successful bidder with up to 25 copies of the final Official Statement without cost. The successful bidder agrees to supply to the County all necessary pricing

information and any underwriter identification necessary to complete the final Official Statement within 24 hours after the award of Bonds.

Certification Regarding Official Statement. The County will deliver, at closing, a certificate, executed by appropriate officers of the County acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the County and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Undertaking to Provide Continuing Disclosure. In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the County will covenant to undertake (pursuant to a Resolution to be adopted by the Board of the County), to provide annual reports and timely notice of certain events for the benefit of holders of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the County, a form of which is included in the Preliminary Official Statement and in the final Official Statement.

Transcript of Proceedings. A transcript of the proceedings relative to the issuance of the Bonds will be furnished to the successful bidder without cost, including a Closing Certificate stating that there is no litigation pending or threatened affecting the validity of or the security for the Bonds.

Irregularities. The County Board of Supervisors reserves the right to reject any and all bids and to waive any and all irregularities.

Information. The Preliminary Official Statement can be viewed electronically at [www.i-dealprospectus.com] or copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to the County's financial advisor, PFM Financial Advisors LLC, 115 South 84th Street, Suite 315, Milwaukee, Wisconsin 53214, Attention: Kristin Hanson, phone (414) 771-2700, or to the undersigned:

Kristi Palmer - Finance Director
Marathon County, Wisconsin
500 Forest St
Wausau, WI 54403
Phone: (715) 261-1172

* * * * *

BID FORM

Marathon County, Wisconsin

\$17,845,000*

*** General Obligation Health Care Project Building Bonds, Series 2020B**

(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

**Marathon County, Wisconsin
c/o PFM Financial Advisors LLC (Fax: 414/771-1041)**

Sale Date: September 15, 2020

For all or none of the principal amount of the County's \$17,845,000* General Obligation Health Care Project Building Bonds, Series 2020B, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$ _____ plus accrued interest, if any, on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>	<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>
2023	\$ 760,000	___%	___%	2032	\$ 995,000	___%	___%
2024	785,000	___%	___%	2033	1,025,000	___%	___%
2025	805,000	___%	___%	2034	1,055,000	___%	___%
2026	830,000	___%	___%	2035	1,090,000	___%	___%
2027	855,000	___%	___%	2036	1,120,000	___%	___%
2028	880,000	___%	___%	2037	1,155,000	___%	___%
2029	910,000	___%	___%	2038	1,190,000	___%	___%
2030	935,000	___%	___%	2039	1,225,000	___%	___%
2031	965,000	___%	___%	2040	1,265,000	___%	___%

* Preliminary, subject to change.

The Bonds mature on February 1 in each of the years as indicated above and interest is payable February 1 and August 1 of each year, commencing February 1, 2021. The Bonds are subject to optional redemption as described in the Official Statement.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated September 9, 2020. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$178,450 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

<p>NOT PART OF THE BID Explanatory Note: According to our computation this bid involves the following:</p> <p>_____</p> <p>Net Interest Cost</p> <p>_____</p> <p>True Interest Rate (TIC)</p>

Respectfully submitted,

Account Manager

The foregoing offer is hereby accepted by and on behalf of Marathon County, Wisconsin, this 15th day of September, 2020.

Kurt Gibbs, Chairperson

Kim Trueblood, County Clerk

EXHIBIT B

Bid Tabulation

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

(See Attached)



115 South 84th Street 414 771-2700
 Suite 315 414 771-1041 fax
 Milwaukee, WI 53214 www.pfm.com

TABULATION OF BIDS

Marathon County, Wisconsin

\$17,845,000

General Obligation Health Care Project Building Bonds, Series 2020B

Sale: September 15, 2020

Award: FHN Financial Capital Markets

Name of Bidder	(February 1) Maturity	Amount	Rate	Yield	Price	Net Interest Cost	True Interest Rate (TIC)
FHN Financial Capital Markets					\$18,194,847.40	\$3,471,936.77	1.644451%
	2023	\$ 760,000	1.000%	0.270%			
	2024	785,000	1.000%	0.350%			
	2025	805,000	1.000%	0.450%			
	2026	830,000	1.000%	0.600%			
	2027	855,000	1.000%	0.800%			
	2028	880,000	1.250%	0.900%			
	2029	910,000	1.250%	1.080%			
	2030	935,000	1.500%	1.200%			
	2031	965,000	2.000%	1.280%			
	2032	995,000	2.000%	1.430%			
	2033	1,025,000	2.000%	1.530%			
	2034	1,055,000	2.000%	1.630%			
	2035	1,090,000	2.000%	1.680%			
	2036	1,120,000	2.000%	1.730%			
	2037	1,155,000	2.000%	1.830%			
	2038	1,190,000	2.000%	1.880%			
	2039	1,225,000	2.000%	1.930%			
	2040	1,265,000	2.000%	1.980%			
Robert W. Baird & Co., Inc.					\$18,201,900.00	\$3,552,571.46	1.684573%
Huntington Securities, Inc.					\$18,118,494.94	\$3,936,709.21	1.879005%

*Subsequent to bid opening, the par amount did not change; however, the maturity structure was changed to create level debt service which changed the bid price to \$18,197,642.80 and resulted in a true interest cost 1.621326%.

EXHIBIT C

Winning Bid

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

(See Attached)

BID FORM

**Marathon County, Wisconsin
\$17,845,000***

*** General Obligation Health Care Project Building Bonds, Series 2020B**
(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

**Marathon County, Wisconsin
c/o PFM Financial Advisors LLC (Fax: 414/771-1041)**

Sale Date: September 15, 2020

For all or none of the principal amount of the County’s \$17,845,000* General Obligation Health Care Project Building Bonds, Series 2020B, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$18,194,847.40 plus accrued interest, if any, on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>	<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>
2023	\$ 760,000	1.000%	0.270%	2032	\$ 995,000	2.000%	1.430%
2024	785,000	1.000%	0.350%	2033	1,025,000	2.000%	1.530%
2025	805,000	1.000%	0.450%	2034	1,055,000	2.000%	1.630%
2026	830,000	1.000%	0.600%	2035	1,090,000	2.000%	1.680%
2027	855,000	1.000%	0.800%	2036	1,120,000	2.000%	1.730%
2028	880,000	1.250%	0.900%	2037	1,155,000	2.000%	1.830%
2029	910,000	1.250%	1.080%	2038	1,190,000	2.000%	1.880%
2030	935,000	1.500%	1.200%	2039	1,225,000	2.000%	1.930%
2031	965,000	2.000%	1.280%	2040	1,265,000	2.000%	1.980%

* Preliminary, subject to change.

The Bonds mature on February 1 in each of the years as indicated above and interest is payable February 1 and August 1 of each year, commencing February 1, 2021. The Bonds are subject to optional redemption as described in the Official Statement.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated September 9, 2020. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$178,450 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

NOT PART OF THE BID Explanatory Note: According to our computation this bid involves the following: \$3,471,936.77
Net Interest Cost 1.644451%
True Interest Rate (TIC)

Respectfully submitted,
Vincent Pistanza
Account Manager
FHN Financial Capital Markets

The foregoing offer is hereby accepted by and on behalf of Marathon County, Wisconsin, this 15th day of September, 2020.

Kurt Gibbs, Chairperson

Kim Trueblood, County Clerk

*Subsequent to bid opening, the par amount did not change; however, the maturity structure was changed to create level debt service which changed the bid price to \$18,197,642.80 and resulted in a true interest cost 1.621326%.

EXHIBIT D-1

Pricing Summary

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

(See Attached)

BOND PRICING

Marathon County, Wisconsin
\$17,845,000
General Obligation Health Care Project Building Bonds, Series 2020B
Final Based on Bid from FHN Financial Capital Markets
After Resize

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>	<i>Premium (-Discount)</i>
Bond Component:						
	02/01/2023	875,000	1.000%	0.270%	101.684	14,735.00
	02/01/2024	885,000	1.000%	0.350%	102.141	18,947.85
	02/01/2025	895,000	1.000%	0.450%	102.348	21,014.60
	02/01/2026	905,000	1.000%	0.600%	102.089	18,905.45
	02/01/2027	910,000	1.000%	0.800%	101.229	11,183.90
	02/01/2028	925,000	1.250%	0.900%	102.472	22,866.00
	02/01/2029	935,000	1.250%	1.080%	101.348	12,603.80
	02/01/2030	945,000	1.500%	1.200%	102.636	24,910.20
	02/01/2031	965,000	2.000%	1.280%	106.303 C	60,823.95
	02/01/2032	985,000	2.000%	1.430%	104.954 C	48,796.90
	02/01/2033	1,005,000	2.000%	1.530%	104.065 C	40,853.25
	02/01/2034	1,025,000	2.000%	1.630%	103.185 C	32,646.25
	02/01/2035	1,045,000	2.000%	1.680%	102.748 C	28,716.60
	02/01/2036	1,065,000	2.000%	1.730%	102.313 C	24,633.45
	02/01/2037	1,085,000	2.000%	1.830%	101.449 C	15,721.65
	02/01/2038	1,110,000	2.000%	1.880%	101.020 C	11,322.00
	02/01/2039	1,130,000	2.000%	1.930%	100.593 C	6,700.90
	02/01/2040	1,155,000	2.000%	1.980%	100.168 C	1,940.40
17,845,000						417,322.15

Dated Date	10/07/2020	
Delivery Date	10/07/2020	
First Coupon	02/01/2021	
Par Amount	17,845,000.00	
Premium	417,322.15	
Production	18,262,322.15	102.338594%
Underwriter's Discount	-64,679.35	-0.362451%
Purchase Price	18,197,642.80	101.976143%
Accrued Interest		
Net Proceeds	18,197,642.80	

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)

BOND DEBT SERVICE

Marathon County, Wisconsin

\$17,845,000

General Obligation Health Care Project Building Bonds, Series 2020B

Final Based on Bid from FHN Financial Capital Markets

After Resize

Dated Date 10/07/2020
 Delivery Date 10/07/2020

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
12/31/2021			239,712.08	239,712.08
12/31/2022			293,525.00	293,525.00
12/31/2023	875,000	1.000%	289,150.00	1,164,150.00
12/31/2024	885,000	1.000%	280,350.00	1,165,350.00
12/31/2025	895,000	1.000%	271,450.00	1,166,450.00
12/31/2026	905,000	1.000%	262,450.00	1,167,450.00
12/31/2027	910,000	1.000%	253,375.00	1,163,375.00
12/31/2028	925,000	1.250%	243,043.75	1,168,043.75
12/31/2029	935,000	1.250%	231,418.75	1,166,418.75
12/31/2030	945,000	1.500%	218,487.50	1,163,487.50
12/31/2031	965,000	2.000%	201,750.00	1,166,750.00
12/31/2032	985,000	2.000%	182,250.00	1,167,250.00
12/31/2033	1,005,000	2.000%	162,350.00	1,167,350.00
12/31/2034	1,025,000	2.000%	142,050.00	1,167,050.00
12/31/2035	1,045,000	2.000%	121,350.00	1,166,350.00
12/31/2036	1,065,000	2.000%	100,250.00	1,165,250.00
12/31/2037	1,085,000	2.000%	78,750.00	1,163,750.00
12/31/2038	1,110,000	2.000%	56,800.00	1,166,800.00
12/31/2039	1,130,000	2.000%	34,400.00	1,164,400.00
12/31/2040	1,155,000	2.000%	11,550.00	1,166,550.00
	17,845,000		3,674,462.08	21,519,462.08

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

COPY

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)

BID FORM

**Marathon County, Wisconsin
\$17,845,000***

*** General Obligation Health Care Project Building Bonds, Series 2020B**

(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

**Marathon County, Wisconsin
c/o PFM Financial Advisors LLC (Fax: 414/771-1041)**

Sale Date: September 15, 2020

For all or none of the principal amount of the County’s \$17,845,000* General Obligation Health Care Project Building Bonds, Series 2020B, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$18,194,847.40 plus accrued interest, if any, on the total principal amount of the Bonds to date of delivery, provided the Bonds bear the following interest rates:

<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>	<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>
2023	\$ 760,000	1.000%	0.270%	2032	\$ 995,000	2.000%	1.430%
2024	785,000	1.000%	0.350%	2033	1,025,000	2.000%	1.530%
2025	805,000	1.000%	0.450%	2034	1,055,000	2.000%	1.630%
2026	830,000	1.000%	0.600%	2035	1,090,000	2.000%	1.680%
2027	855,000	1.000%	0.800%	2036	1,120,000	2.000%	1.730%
2028	880,000	1.250%	0.900%	2037	1,155,000	2.000%	1.830%
2029	910,000	1.250%	1.080%	2038	1,190,000	2.000%	1.880%
2030	935,000	1.500%	1.200%	2039	1,225,000	2.000%	1.930%
2031	965,000	2.000%	1.280%	2040	1,265,000	2.000%	1.980%

* Preliminary, subject to change.

The Bonds mature on February 1 in each of the years as indicated above and interest is payable February 1 and August 1 of each year, commencing February 1, 2021. The Bonds are subject to optional redemption as described in the Official Statement.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated September 9, 2020. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$178,450 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

NOT PART OF THE BID Explanatory Note: According to our computation this bid involves the following: \$3,471,936.77 <hr/> Net Interest Cost 1.644451% <hr/> True Interest Rate (TIC)	Respectfully submitted, <i>Vincent Pietanza</i>
	Account Manager
	FHN Financial Capital Markets

The foregoing offer is hereby accepted by and on behalf of Marathon County, Wisconsin, this 15th day of September, 2020.


Kurt Gibbs, Chairperson

Kim Trueblood, County Clerk

*Subsequent to bid opening, the par amount did not change; however, the maturity structure was changed to create level debt service which changed the bid price to \$18,194,847.40 and resulted in a true interest cost 1.621326%.

CREDIT OPINION

11 September 2020

 Rate this Research

Contacts

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David Strungis
VP-Senior Analyst
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CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

Marathon (County of) WI

Update to credit analysis

Summary

[Marathon County, WI's](#) (Aa1) credit strength is demonstrated by its solid operating history and ample fund balance and liquidity. Although the county may experience modest fund balance declines in fiscal 2020 (year-end December 31), reserves will remain strong and management has worked to close its expected budget gap through reductions to department expenditures and use of federal CARES Act grants. Management does not anticipate a material use of fund balance in fiscal 2021, although the budget is not yet complete. Impacts of the coronavirus to the county's operations have not been particularly severe, and the county's sales tax collections through August 2020 were actually up 2.7% as compared to the same point last year.

Revenue across all operating funds (general, social improvement, and debt service) have historically consistently exceeded expenditures, allowing management to annually transfer surplus to capital funds. The county added \$1.9 million to available fund balance in fiscal 2019 even after a net transfer of \$2.1 million to its capital and employee benefit funds (see Exhibit 1). The county's largest revenue source is property taxes (46% of fiscal 2019 operating revenue), which can only grow by net new construction, followed by intergovernmental aid (23%), and sales taxes (15%). The county also had an unrestricted net position of \$44.3 million in its highway enterprise fund, about 447% of annual fund expenditures.

The local economy is solid and the tax base will remain stable because the county is a regional economic center for Central [Wisconsin](#) (Aa1 stable). The tax base grew at an average annual rate of 4.7% over the last five years and is currently valued at \$12.4 billion. The base is primarily comprised of residential (64% of 2020 full value) and commercial (22%) property, with some manufacturing (5%) and forest (4%). Although the economy was historically centered in the lumber, wood and paper industry, it has since diversified and now has significant healthcare and retail components.

The county's debt burden will stay relatively low even with planned borrowings over the next three years. The county is currently issuing \$17.8 million in general obligation unlimited tax (GOULT) bonds for improvements to its county-owned health and human services facilities, North Central Health Care (NCHC). Debt service costs are intended to be offset with revenue generated by the facilities. Still, the county's debt burden will only be 0.4% of full value and 0.5x operating revenue after the current borrowing. The county anticipates issuing roughly another \$41 million to complete the NCHC projects.

The NCHC presents some enterprise exposure given the scale of its operations relative to the county's. NCHC has annual operating expenses of about \$79 million and it closed fiscal 2019 with an unrestricted net position of \$23.9 million. NCHC is a partnership between

[Langlade](#) (Aa3), Lincoln, and Marathon counties to provide various mental health and nursing home services. The counties jointly own the enterprise though Marathon County is financially accountable for NCHC and records its financial operations as a discretely presented component unit in the county's financial statements.

The county's exposure to unfunded pension benefits is modest. Marathon County participates in the Wisconsin Retirement System (WRS), a statewide cost-sharing pension plan, which is well funded. The county's three-year average adjusted net pension liability is \$176.3 million, equal to a moderate 1.4% of full value and 2.0x revenue. Fixed costs inclusive of debt service and retiree plan contributions totaled only \$4.8 million, or 5.7% of revenue.

The coronavirus outbreak is a social risk under our ESG framework, given the substantial implications for public health and safety. We do not see any material immediate credit risks for Marathon County. The situation surrounding coronavirus is rapidly evolving, however, and the longer-term impact will depend on both the severity and duration of the crisis. If our view of the credit quality of the county changes, we will update our opinion at that time.

Credit strengths

- » Stable operating environment that has supported ample fund balance and liquidity
- » Modest exposure to unfunded pension and OPEB liabilities

Credit challenges

- » State imposed levy limits restrict the county's revenue enhancing authority
- » Increased debt burden because of borrowings for capital upgrades to the county-owned NCHC campus

Rating outlook

Outlooks are typically not assigned to local governments with this amount of debt.

Factors that could lead to an upgrade

- » Significant tax base expansion coupled with stronger wealth and income levels

Factors that could lead to a downgrade

- » Significant increase in the debt or pension burden, absent growth in the tax or revenue base
- » Sustained narrowing of operating fund balance and liquidity
- » Weakness in enterprise fund performance that requires governmental support

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moodys.com for the most updated credit rating action information and rating history.

Key indicators

Exhibit

Marathon (County of) WI	2015	2016	2017	2018	2019
Economy/Tax Base					
Total Full Value (\$000)	\$9,852,983	\$10,156,245	\$10,590,162	\$11,054,104	\$11,639,161
Population	135,177	135,367	135,293	135,264	135,264
Full Value Per Capita	\$72,889	\$75,027	\$78,276	\$81,722	\$86,048
Median Family Income (% of US Median)	100.2%	99.3%	102.0%	100.9%	100.9%
Finances					
Operating Revenue (\$000)	\$86,528	\$88,406	\$86,126	\$88,891	\$89,619
Fund Balance (\$000)	\$44,053	\$44,526	\$43,451	\$44,318	\$47,716
Cash Balance (\$000)	\$46,701	\$47,407	\$46,366	\$47,328	\$50,620
Fund Balance as a % of Revenues	50.9%	50.4%	50.5%	49.9%	53.2%
Cash Balance as a % of Revenues	54.0%	53.6%	53.8%	53.2%	56.5%
Debt/Pensions					
Net Direct Debt (\$000)	\$15,109	\$13,042	\$10,926	\$12,603	\$19,148
3-Year Average of Moody's ANPL (\$000)	\$98,684	\$139,976	\$156,264	\$170,340	\$176,373
Net Direct Debt / Full Value (%)	0.2%	0.1%	0.1%	0.1%	0.2%
Net Direct Debt / Operating Revenues (x)	0.2x	0.1x	0.1x	0.1x	0.2x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	1.0%	1.4%	1.5%	1.5%	1.5%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	1.1x	1.6x	1.8x	1.9x	2.0x

Sources: Moody's Investors Service, US Census Bureau, Marathon County audited financial statements

Profile

Marathon County is located in north central Wisconsin, about 140 miles north of [Madison](#) (Aaa stable) and 90 miles northwest of [Green Bay](#) (Aa3). The county seat is [The City of Wausau](#) (Aa3). It is governed by a 38-member Board of Supervisors and provides municipal services for an estimated 135,293 residents.

Legal Security

The county's outstanding and upcoming GOULT bonds and notes are secured by its full faith and credit and pledge to levy unlimited ad valorem property taxes to provide for debt service.

ESG considerations

Environmental

Environmental risk is generally low for the local government sector and does not factor materially into the county's credit profile. Data from Moody's affiliate Four Twenty Seven indicates that Marathon County has relatively moderate exposure to heat stress compared to other counties nationally. While the county has low water stress because of its relative abundance of fresh water, it does have elevated exposure to extreme rainfall events, which may cause flooding. The county does not operate any utilities, as water, sewer, and stormwater management is handled by various underlying units of government.

Social

Social considerations that factor into the county's underlying credit profile include its socioeconomic and demographic characteristics and trends. Marathon County's socioeconomic profile closely matches national medians, including a median family income that is estimated at 102% of the US. Median home value is estimated at 76.3% of national levels, indicating a relatively low cost of living. The county has fairly negligible resident growth, which combined with an aging population may limit long-term economic expansion. The county's unemployment rate, however, continues to track better than the nation overall, falling to 5.5% in July 2020 as compared to the national rate which pared down to 10.5%.

The coronavirus outbreak is a social risk under our ESG framework. The county is a major regional provider of public safety, health and human services. The coronavirus has also driven an unprecedented economic slowdown that will likely restrict the pace of future sales tax growth. The county has recorded significantly lower per capita infection rates than the country overall thus far, and management reports only one resident and 3 employees of its HCSC long-term care facility have tested positive for COVID-19 to date.

Governance

Wisconsin counties have an institutional framework score of "A", which is moderate. The sector's major revenue source, property tax revenue, is subject to a cap which limits increases to amounts represented by net new construction growth. However, counties may implement a 0.5% sales tax, which diversifies operating revenue. Revenue and expenditures tend to be predictable. Across the sector, fixed and mandated costs are generally moderate. Counties have a high ability to reduce expenditures, as county personnel is mainly comprised of non-public safety employees, for whom collective bargaining is limited.

County management has indicated that it is committed to maintaining structurally positive performance within its core governmental operating funds, with the goal of annually transferring excess revenue to support ongoing capital projects. This practice allows the county to moderate its long-term debt burden while providing ample reserve buffer against unexpected budgetary pressures. The county currently levies at its maximum allowable rate.

Rating methodology and scorecard factors

The [US Local Government General Obligation Debt](#) methodology includes a scorecard, a tool providing a composite score of a local government's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching adjustments dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare local government credits.

Exhibit 2

Scorecard Factors	Measure	Score
Economy/Tax Base (30%) ^[1]		
Tax Base Size: Full Value (in 000s)	\$12,377,597	Aaa
Full Value Per Capita	\$91,507	Aa
Median Family Income (% of US Median)	100.9%	Aa
Finances (30%)		
Fund Balance as a % of Revenues	53.2%	Aaa
5-Year Dollar Change in Fund Balance as % of Revenues	3.2%	A
Cash Balance as a % of Revenues	56.5%	Aaa
5-Year Dollar Change in Cash Balance as % of Revenues	4.2%	A
Notching Adjustments: ^[2]		
Outsized Contingent Liability Risk		Down
Other Scorecard Adjustment Related to Finances: Overly punitive operating trend.		Up
Management (20%)		
Institutional Framework	A	A
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	1.00x	A
Debt and Pensions (20%)		
Net Direct Debt / Full Value (%)	0.4%	Aaa
Net Direct Debt / Operating Revenues (x)	0.5x	Aa
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	1.4%	Aa
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	2.0x	A
	Scorecard-Indicated Outcome	Aa2
	Assigned Rating	Aa1

[1] Economy measures are based on data from the most recent year available.

[2] Notching factors are specifically defined in the US Local Government General Obligation Debt methodology.

[3] Standardized adjustments are outlined in the [LO Methodology Scorecard Inputs](#) publication.

Sources: Moody's Investors Service, US Census Bureau, Marathon County audited financial statements

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CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454



Marathon County, WI

Day of Sale Presentation

\$17,845,000 General Obligation Health Care Project Building Bonds, Series 2020B

Presented September 15, 2020

- Finance Committee 6:30 PM
- County Board of Supervisors 7:00 PM

PFM Financial
Advisors LLC

115 South 84th Street
Suite 315
Milwaukee, WI 53214

414-771-2700
www.pfm.com



Purpose and Authorization of 2020B GO Bonds

The County Board adopted the following Initial Resolution on June 19, 2018 for the issuance of bonds/notes for the North Central Health Care Projects not to exceed \$67,000,000

The County Board passed the set sale resolution on September 15, 2020 authorizing the issuance of G.O. Bonds in the amount of \$17,845,000 to finance the next phase of the project.

A Reimbursement Resolution has been passed for the project.





Moody's Investors Service Rating

Moody's affirms the County's Aa1 rating.

Rating Rationale:

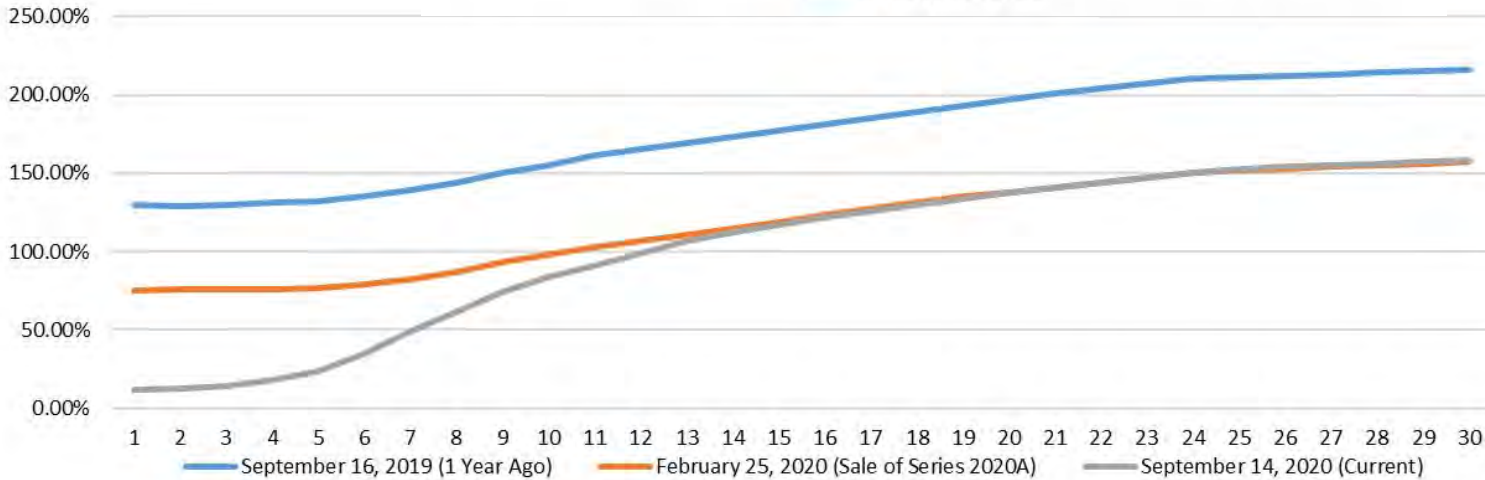
- ◆ Stable operating environment
- ◆ Ample fund balance and liquidity
- ◆ Strong reserves
- ◆ Solid local diversified economy and stable tax base (regional economic center in Central Wisconsin)
- ◆ Modest exposure to unfunded pension liabilities
- ◆ Relatively low debt burden





Market Conditions: Historically Low Interest Rates

10-Year AAA MMD Rate





Results of Sale (complete after sale)

At 10:00 AM this morning, PFM received bids for the County's GO Health Care Project Building Bonds, Series 2020B. A total of three (3) bids was received. A summary is as follows:

Bidder	Bidder Location	True Interest Cost
FHN Financial Capital Markets	New York, NY	1.6445%
Robert W. Baird & Co., Inc.	Milwaukee, WI	1.6846%
Huntington Securities, Inc.	Chicago, IL	1.8790%

For the County to award the bonds to the winning firm, FHN Financial Capital Markets, the Board will need to pass the resolution ***Awarding the Sale of \$17,845,000 General Obligation Health Care Project Building Bonds, Series 2020B***"

(please note time of passage of resolution)





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Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
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www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

September 15, 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 the **Award Resolution** to be considered by the County Board of Supervisors in connection with the above-referenced financing. We have finalized this Resolution with the information provided to us by PFM Financial Advisors LLC. Please review it carefully.

Copies of the Official Notice of Sale, bid tabulation, winning bid, pricing summary and debt service schedule are attached to the Resolution as Exhibits.

Following the adoption of the Resolution, please return one executed copy of it together with one executed copy of the **Excerpts of Minutes** and the **Certificate of Compliance with Open Meeting Law**. Copies are attached. All these originally signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of meeting at which the County Board of Supervisors approves the Resolution.

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

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)

RESOLUTION #R-59-20

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:

Town-Village-City	Bridge or Culvert	Project Cost	County Aid Granted
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

RESOLUTION #R-60-20

Changes made by the first amendment to the agreement are indicated in red.
Changes proposed in the second amendment to the agreement are indicated in blue.

**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. ~~Said leases or contracts shall not exceed three (3) years unless approved by the Governing Bodies of each Member County.~~
- 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.

~~Five 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, 1 (One) - Physically Disabled, ~~3 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.

~~Representatives and Citizen Members shall be appointed for terms of no less than three (3) years.~~ 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 ~~for the remainder of the term of that 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.

~~The initial term of the Representatives shall be designated as one year, two years and three years in order to create a rotating schedule for Representatives to serve on the Board from each Member County. The Governing Body of each Member County shall designate the terms of the initial Representatives. A Representative's term shall not exceed two (2) consecutive three (3) year terms.~~

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 15th 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

County of Lincoln

County of Marathon

County of Wood

RESOLUTION #R- 61 -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: