

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



**MARATHON COUNTY, WISCONSIN**

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

An educational meeting of the **MARATHON COUNTY BOARD OF SUPERVISORS** will be held at the Marathon County Courthouse, Assembly Room, 500 Forest Street, in the City of Wausau, at **7:00 p.m.**, on **Thursday, August 22, 2019.**

**AGENDA**

1. Meeting called to order at 7:00 p.m. by Chairperson Gibbs, the agenda being duly signed and posted
2. Pledge of Allegiance to the Flag; Followed by a Moment of Silence/Reflection
3. Reading of Notice
4. Request to Silence Cell Phones and Other Electronic Devices
5. Roll Call
6. Acknowledgement of Visitors
7. 15 Minute Public Comment
8. Education Presentations / Reports:
  - a) Standing Committee Chairpersons or Designees
9. Review and discussion of Tuesday meeting agenda items:
  - a) Denial of Claim:
    1. Samy Abadeer
  - b) Appointments:
    1. Park Commission
    2. **Central Wisconsin Economic Development Board of Directors**
  - c) Ordinances:
    1. Executive Committee:
      - A. To Create Sec. 2.05(XX) County Administrator Recruitment Task Force #O-15-19

FAXED TO DAILY HERALD

Date \_\_\_\_\_ Time \_\_\_\_\_ AM/PM  
BY \_\_\_\_\_

Signed: \_\_\_\_\_ /s/ Kurt Gibbs  
Presiding Officer or Designee

THIS NOTICE POSTED AT THE COURTHOUSE  
Date \_\_\_\_\_ Time \_\_\_\_\_ AM/PM

d) Resolutions

1. County Board of Supervisors:
  - A. Changes in Supervisory District Boundaries Resulting from City of Mosinee Annexation #R-40-19
  - B. To Approve Agreement and Release of Potential Claims by Administrator #R-41-19
  - C. **Action will be taken on this item at the Educational Meeting**  
Approving Amendment of 2019 Budget to Transfer Additional Funds From Capital Reserves to Pay Costs Incurred with Respect to Repair and Reconstruction of Marathon County Jail #R-42-19
2. Environmental Resources Committee:
  - A. Approval of Town of Emmet Local Zoning Ordinance Amendment #R-43-19
3. Forestry / Recreation Committee, Environmental Resources Committee, and Human Resources, Finance, and Property Committee:
  - A. Purchase of Kerswill Property for County Forest #R-44-19
  - B. Abolish One Full-Time Assistant Park and Recreation Manager (Chief Ranger) and Create One Full-Time Deputy Sheriff (Recreation and Safety) in the Sheriff's Office #R-45-19
4. Human Resources, Finance, and Property Committee, Environmental Resources Committee, and Park Commission:
  - A. Resolution to Accept Donation from the Wausau Area Pickleball Inc. to Construct 6 Pickleball Courts at Marathon Park #R-46-19
5. Executive Committee:
  - A. Special Election Not Ordered to Fill Marathon County Clerk Vacancy, Effective September 13, 2019 #R-47-19
6. Infrastructure Committee:
  - A. Marathon County Controlled Access Rights, County Road R, Town of Rib Mountain #R-48-19

10. Announcements and/or Requests

11. Adjourn

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



WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY  
4781 Hayes Road, Suite 201 | Madison, WI 53704 • [www.wmmic.com](http://www.wmmic.com)  
Telephone: 608.246.3336 | Toll Free: 866.823.4217 | Facsimile: 608.852.8647

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July 22, 2019

Mary Jo Maly  
500 Forest Street  
Wausau, Wisconsin 54403

RE:      Claimant:                  Samy Abadeer  
            Claim number:              GLMA00000083  
            Our Insured:                Marathon County  
            Date of Loss:                 12/7/2016

Dear Mary Jo Maly,

The above referenced claim was filed on 7/12/2019. Following a review of the information and an investigation of the facts, it has been determined that Marathon County has no liability for this claim. Please issue a formal disallowance and provide a copy of this disallowance to WMMIC.

This claim will be closed on the date of receipt of the disallowance.

A copy of this letter has been placed in the claim file for reference. If you should have any further questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads 'Sandi Linqvist'. The signature is written in a cursive, flowing style.

Sandi Linqvist  
Liability Claim Representative  
Wisconsin Municipal Mutual Insurance Company  
(608) 245-6892  
[slinquist@wmmic.com](mailto:slinquist@wmmic.com)



WISCONSIN MUNICIPAL MUTUAL INSURANCE COMPANY  
4781 Hayes Road, Suite 201 | Madison, WI 53704 • [www.wmmic.com](http://www.wmmic.com)  
Telephone: 608.246.3336 | Toll Free: 866.823.4217 | Facsimile: 608.852.8647

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July 22, 2019

Stewart Center, LLC  
Attn: Charles A. Ghidorzi  
2100 Stewart Ave., Ste. 300  
Wausau, WI 54401

RE:    Our Claim Number:    GLMA00000083  
       Our Insured:            Marathon County  
       Date of Loss:            12/07/2016  
       Injured Party:          Samy Abadeer

Dear Mr. Ghidorzi:

Wisconsin Municipal Mutual Insurance Company ("WMMIC") is the liability carrier for Marathon County. We previously provided you with a copy of the Letter of Representation from Mr. Abadeer's attorney.

Enclosed is a copy of the Statement of Claim recently filed by Mr. Abadeer's attorney. We intend to disallow the claim.

Should suit be filed, we request that you defend such litigation.

Sincerely,

Sandi Linquist  
(608) 245-6892  
[slinquist@wmmic.com](mailto:slinquist@wmmic.com)  
Liability Claim Representative  
Wisconsin Municipal Mutual Insurance Company

CC: Mary Jo Maly, Marathon County and Matthew Mayer, Mallery & Zimmerman, S.C.  
Encl: Statement of Claim




## Nan Kottke, Marathon County Clerk

Marathon County Courthouse  
500 Forest Street  
Wausau, WI 54403  
715.261.1500 (Telephone)  
715.261.1515 (Fax)  
[Nan.Kottke@co.marathon.wi.us](mailto:Nan.Kottke@co.marathon.wi.us)



### MEMORANDUM

**TO:** Scott M. Corbett, Corporation Counsel

**FROM:** Nan Kottke, County Clerk 

**DATE:** July 12, 2019

**RE:** Claim, Samy Abadeer

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The attached claim was served in the office by Veenstra Process Service on July 12, 2019.

kjt  
c: Risk Management

RECEIVED

JUL 12 2019

MARATHON COUNTY  
CLERKS OFFICE

STATEMENT OF CLAIM

TO: Ms. Nan Kottke, County Clerk  
Marathon County, Wisconsin  
Marathon County Courthouse  
500 Forest St.  
Wausau, WI 54403

Mr. Douglas Machon, Chairman  
Aging & Disability Resource Center of Central Wisconsin  
2600 Stewart Ave., Suite 25  
Wausau, WI 54401

Mr. Lawrence Lebal, Secretary/Treasurer  
Aging & Disability Resource Center of Central Wisconsin  
2600 Stewart Ave., Suite 25  
Wausau, WI 54401

**Claimant:** Mr. Samy Abadeer  
1227 N. 4<sup>th</sup> Ave.  
Wausau, WI 54401

**Date of Injury:** December 7, 2016

**Location of Injury:** 2600 Stewart Avenue, Suite 25  
Wausau, WI 54401  
and  
Adjacent customer parking lot

NOW COMES Claimant, Samy Abadeer, by his attorney, Mallery & Zimmerman, S.C. by Matthew S. Mayer, and, pursuant to Wis. Stat. § 893.80, submits the following statement of claim with respect to the injuries and damages he sustained on December 7, 2016.

The Aging & Disability Resource Center of Central Wisconsin has actual notice of the incident that occurred on December 7, 2016.


Samy Abadeer seeks the following relief and damages from the December 7, 2016 incident:

7-12-2019 @ 1:05 PM [Signature]

1. Damages in the amount of \$100,000.00 for personal injuries including, but not limited to, medical expenses and pain and suffering.

DATED this 9 day of July 2019.

MALLERY & ZIMMERMAN, S.C.  
Attorneys for Samy Abadeer

BY:   
MATTHEW S. MAYER  
State Bar No. 1001237

ADDRESS:  
500 Third Street, Suite 800  
P.O. Box 479  
Wausau, WI 54402-0479  
715.845.8234 – telephone  
715.848.1085 – facsimile  
mmayer@mzattys.com

**VEENSTRA PROCESS SERVICES, LLC**

P.O. Box 1104 • Wausau, WI 54402-1104

**Scott and Terri DeBroux**

Phone: 715-355-8930

Mobile: 715-581-1331

Fax: 715-848-9440

715-581-1330

veenstraprocess@gmail.com



**APPOINTMENT  
Park Commission**

I, Brad Karger, Marathon County Administrator, do hereby upon approval of the Board of Supervisors appoint Marathon County Supervisor Allen Opall to the Park Commission to complete a term to expire June 30, 2022, or until such time as he is no longer on the County Board, whichever occurs first.

Dated this 27<sup>th</sup> day of August, 2019.

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Brad Karger  
Marathon County Administrator

STATE OF WISCONSIN )  
  )SS.  
COUNTY OF MARATHON )

I, Nan Kottke, County Clerk in and for Marathon County, Wisconsin, hereby certify that the above appointments were confirmed by the Marathon County Board of Supervisors at their Adjourned Organizational meeting which was held August 27, 2019.

S E A L

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Nan Kottke  
Marathon County Clerk

**APPOINTMENT**  
**Central Wisconsin Economic Development (CWED) Board**

I, Kurt Gibbs, Chairperson of the Marathon County Board of Supervisors, do hereby upon approval of the Board, appoint Vicki Resech to serve as Marathon County's designee to the Central Wisconsin Economic Development Board.

Dated this 27<sup>th</sup> day of August, 2019.

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Kurt Gibbs, Chairperson  
County Board of Supervisors

STATE OF WISCONSIN    )  
                                  )SS.  
COUNTY OF MARATHON    )

I, Nan Kottke, 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 August 27, 2019.

S E A L

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Nan Kottke  
Marathon County Clerk

**ORDINANCE #0-15-19**

**TO CREATE SEC. 2.05(XX) COUNTY ADMINSTRATOR RECRUITMENT TASK FORCE**

**WHEREAS**, on April 10, 2018, the Board of Supervisors for the County of Marathon adopted Sec. 2.01(14) of the General Code of Ordinances for Marathon County establishing the mechanism for the creation of governance subgroups; and

**WHEREAS**, in August 2019, the Marathon County Executive Committee met to discuss the need for formulating a process to recruit and hire a county administrator in light of the current Administrator’s retirement, effective December 30, 2019; and

**WHEREAS**, the committee determined that a task force should be organized to develop a process for recruitment and hiring and to make recommendations the committee regarding viable candidates.

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

**BE IT FURTHER ORDAINED AND RESOLVED** that the Task Force will begin meeting in September 2019 and shall sunset upon the completion of the hiring of a new administrator.

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

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

Respectfully submitted this 27<sup>th</sup> day of August, 2019.

**EXECUTIVE COMMITTEE**

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

Fiscal Impact: Expense reimbursements and travel of the task force members from Marathon County will be paid through the Marathon County Clerk’s Office only if said expenses and travel are included in a budget submitted by the Executive Committee pursuant to Rule 20 of the Marathon County Board Rules of Procedure.

**RESOLUTION #R- 40 -19**  
**Changes in Supervisory District Boundaries Resulting**  
**From City of Mosinee Annexation**

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

WHEREAS, duly annexed property described as that part of the City of Mosinee: the following described territory located within the Township of Mosinee, Marathon County, Wisconsin, is hereby annexed to the City of Mosinee, Wisconsin:

That Part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 25, Township 27 North, Range 6 East, Town of Mosinee, Marathon County, Wisconsin; more particularly described as follows: Commencing at the East 1/4 corner of said Section N 25; Thence S 0°04'31" W along the East line of the Northeast 1/4 of the Southeast 1/4 933.17 Feet; Thence N 89°26'26" W 30.00 Feet to the West line of Rangeline Road and to the Point of Beginning; Thence S 0°04'30" W along the West line of Rangeline Road 157.64 Feet; Thence N 89°10'37" W 205.32 Feet; Thence N 0°07'57" E along the East line of Lot 1 of Block 2 of Stepan Addition 156.69 feet to the South line of Bison Drive; Thence S 89°26'26" E along the South line of Bison Drive 205.15 feet to the Point of Beginning. Subject to all easements, restrictions and rights of way of record and use. (211760 Rangeline Road – PIN: 058-2706-254-0992)

should be included in Supervisory District #26, there being two electors residing therein; and

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

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

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

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

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

Dated this 27<sup>th</sup> day of August, 2019.

COUNTY BOARD OF SUPERVISORS




City of Mosinee

225 Main Street Mosinee, Wisconsin 54455 715/693-2275 Fax:715/693-1324 www.mosinee.wi.us

July 26<sup>th</sup>, 2019

Nan Kottke  
Marathon County Clerk  
500 Forest Street  
Wausau, WI 54401

Re: Maliszewski Annexation – 211760 Rangeline Road

Dear Nan,

As required, I am hereby notifying your office of an annexation of property into the City of Mosinee.

This parcel is located on the west side of Rangeline Road between Bison Drive and Mink Road.

Current Address:  
211760 Rangeline Road, Town of Mosinee

New Address:  
1115 Rangeline Road, City of Mosinee

We are also requesting to move this parcel from Marathon County Supervisory District 35 (Towns of Emmet Ward 2, Marathon and Mosinee) to Marathon County Supervisory District 26 (City of Mosinee Wards 1-6).

I have also included a copy of the municipal boundary map and Certified Survey Map for the annexed property for your records.

If you have any questions or require any additional information, please do not hesitate to stop by my office, call or e-mail me.

Sincerely,

Bruce Jamroz,  
City Clerk/Treasurer  
bjamroz@mosinee.wi.us

COPY

## Annexation Ward & Voter Information

The information below is to be completed by the annexing municipality and sent to the Wisconsin Elections Commission with a copy of the signed ordinance authorizing the annexation.

Effective Date 7/18/2019 County Marathon

Municipality Annexed From Town of Mosinee Municipality Annexed To City of Mosinee

Clerk of Gaining Municipality or other Contact Person Bruce Jamroz

New Ward Created? Yes  No \* Ward # 4

*\*Annexed territory may be added to an existing ward only if the territory is comprised of the same Congressional, Assembly and County Supervisory district boundaries and contiguous to that ward, unless it is an island territory as defined in Wis. Stat. § 5.15(2)(f)3. If any of these districts are different and/or the annexed territory is not contiguous to the existing ward, a new ward must be created.*

**Annexed Territory Comprised of:**

Congressional District Number 7

State Senate District Number 29th

Assembly District Number 86th

Court of Appeals District Number 3

Multi-Jurisdictional Judge \_\_\_\_\_

County Supervisory District 35 will be 26

Aldermanic District \_\_\_\_\_

School District (Code) 4000 1400 000

Sanitary District None

Technical College North Central Technical College

**Impacted Voter Information**

Voter Name	Current Address	New Address (if changed)
William Maliszewski	211760 Rangeline Road, Mosinee, WI 54455	1115 Rangeline Road, Mosinee, WI 54455
Angeline Maliszewski	211760 Rangeline Road, Mosinee, WI 54455	1115 Rangeline Road, Mosinee, WI 54455

# WISCONSIN ELECTIONS COMMISSION

212 EAST WASHINGTON AVENUE, 3RD FLOOR  
POST OFFICE BOX 7984  
MADISON, WI 53707-7984  
(608) 261-2028  
ELECTIONS@WI.GOV  
ELECTIONS.WI.GOV



COMMISSIONERS

DEAN KNUDSON, CHAIR  
BEVERLY R. GILL  
JULIE M. GLANCEY  
ANN S. JACOBS  
JODI JENSEN  
MARK L. THOMSEN

INTERIM ADMINISTRATOR MEAGAN WOLFE

## Annexation Checklist/ Information

The Wisconsin Elections Commission (WEC) must be advised of any new annexations. Please use the checklist on the first page to guide you through this process and the second page should be sent to WEC along with the annexation ordinance. Annexations must be represented within WisVote regardless of whether there are registered voters in the area to be annexed. Ward boundary updates are generally done through County Land Information Office (LIO). Please see the Election Administration Manual “Wards, Reporting Units and Annexations” Chapter for more information.

### The clerk of the annexing municipality shall:

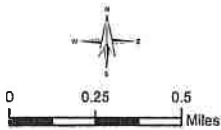
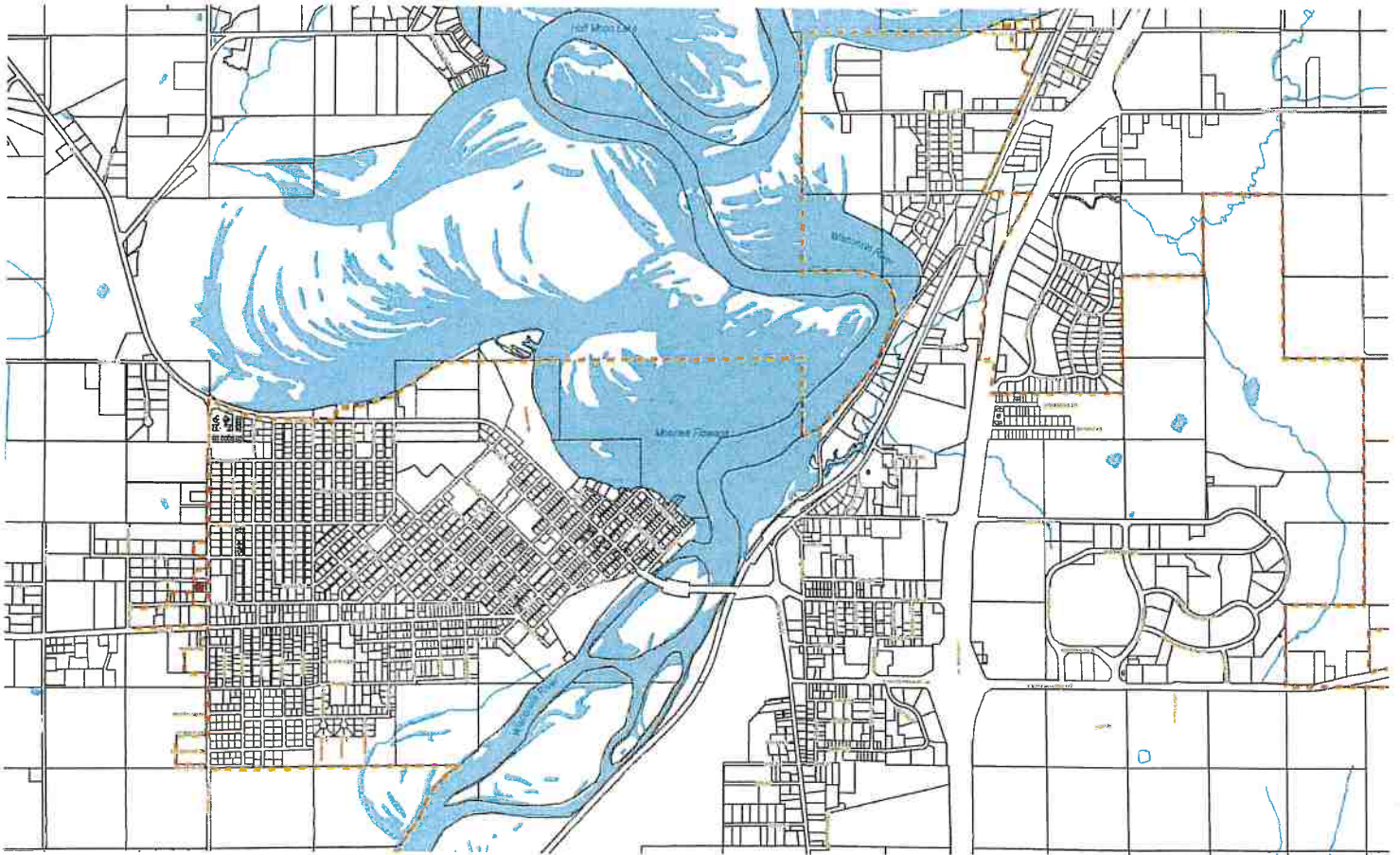
- Step 1:** Notify the County Clerk & Wisconsin Elections Commission of annexation. (State Law also requires the annexation to be filed with the County Register of Deeds and the Wisconsin Department of Administration.)
- Step 2:** Send completed EL-100 Form & copy of signed ordinance authorizing the annexation to the Wisconsin Elections Commission.
  - Annexed territory may be added to an existing ward **only** if the territory is comprised of the same Assembly, Congressional and County Supervisory district boundaries and contiguous to that ward, unless it is an island territory as defined in Wis. Stat. § 5.15(2)(f)3. If any of these districts are different and/or not contiguous to an existing ward, a new ward must be created. (*Note - Some counties have ordinances that relate to updating County Supervisory boundaries due to annexations, so check with the county if special rules apply*)
  - Area of annexation must be accounted for within WisVote regardless of population
- Step 3:** Obtain the applicable original EL-131 forms and any valid absentee ballot applications from the clerk of the municipality losing territory.

### The clerk of the municipality losing territory shall:

- Step 1:** Retain photocopies of the EL-131 forms.
  - Mark the EL-131 forms for final disposition four years from the effective date of the annexation and Absentee Ballot Applications. Each photocopied EL-131 and Absentee Ballot Application is marked “transferred.”
- Step 2:** Retain photocopies of the Absentee Ballot Applications.
  - Mark the Absentee Ballot Applications for final disposition per the Destructions of Materials chart or Wis. Stat. § 7.23(1)(f), (k), using the date of the last election to which the application applied.

If the municipality has adopted a longer retention period than those specified in Wis. Stats. Sec. 7.23, the absentee ballot applications are marked for final disposition consistent with such other specified retention policy.

NE1/4 SE1/4 of Section 25, Township 27N, Range 6E  
211760 Rangeline Road



- City Boundary
- Requested Annexation Property
- Parcel Lines
- Water

Map shows approximate property lines.  
Not official Survey.



# Ordinance No. 2019-03

## AN ORDINANCE ANNEXING AND ZONING TERRITORY TO THE CITY OF MOSINEE, WISCONSIN

Whereas, the City of Mosinee, Marathon County, Wisconsin has received a petition seeking the annexation and zoning of certain property located within the Township of Mosinee, Marathon County, Wisconsin, to the City of Mosinee; and

Whereas, the petition received by the City is a petition for direct annexation and the petition meets the requirements of Section 66.0217 of the Wisconsin Statutes to allow for the annexation of property by unanimous consent; and

Whereas, the City of Mosinee Plan Commission has held a public meeting to review the request to annex and zone the territory into the City; and

Whereas, the City of Mosinee Common Council has held a public hearing to review the request to zone the territory to be annexed into the City; and

Whereas, the City has determined that the annexation and zoning of the territory, will promote sound planning and growth of the City, and otherwise enhance and promote the general welfare of the City and its residents.

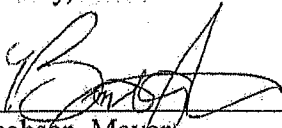
NOW, THEREFORE, the Common Council of the City of Mosinee, Wisconsin does hereby ordain as follows:

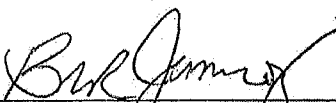
1. Territory Annexed. In accordance with section 66.0217 of the Wisconsin Statutes and the petition for direct annexation filed with the City Clerk on the 30th day of May, 2019 by William & Angelina Maliszewski, signed by all of the electors residing in the territory and the owners of all of the land in the territory to be annexed, the following described territory located within the Township of Mosinee, Marathon County, Wisconsin, is hereby annexed to the City of Mosinee, Wisconsin:

*That Part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 25, Township 27 North, Range 6 East, Town of Mosinee, Marathon County, Wisconsin; more particularly described as follows: Commencing at the East 1/4 corner of said Section N 25; Thence S 0°04'31" W along the East line of the Northeast 1/4 of the Southeast 1/4 933.17 Feet; Thence N 89°26'26" W 30.00 Feet to the West line of Rangeline Road and to the Point of Beginning; Thence S 0°04'30" W along the West line of Rangeline Road 157.64 Feet; Thence N 89°10'37" W 205.32 Feet; Thence N 0°07'57" E along the East line of Lot 1 of Block 2 of Stepan Addition 156.69 feet to the South line of Bison Drive; Thence S 89°26'26" E along the South line of Bison Drive 205.15 feet to the Point of Beginning. Subject to all easements, restrictions and rights of way of record and use.  
(211760 Rangeline Road – PIN: 058-2706-254-0992)*

2. **Zoning Classification.** The territory annexed to the City of Mosinee by this ordinance is zoned as follows: R-3 Single-Family Residence District. The official zoning map for the City of Mosinee shall be amended to reflect the zoning designation for the annexed territory.
3. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the Fourth Ward of the City of Mosinee, subject to the ordinances, rules and regulations of the City of Mosinee governing wards.
4. **Effect of Annexation.** From and after the date of publication of this ordinance, the territory described in section 1 shall be a part of the City of Mosinee for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Mosinee.
5. **Required Filings.** The City Clerk shall file immediately with the Secretary of State a certified copy of the Ordinance, with a copy of the map and the legal description and the City Clerk shall send one copy to each company that provides any utility service in the area that is attached. The City Clerk shall also record the Ordinance with the Register of Deeds and file a signed copy of the Ordinance with the Clerk of any affected school district. The Clerk's certificate shall include reference to the population of the territory being attached as set forth in the Petition, which population is two (2) persons.
6. **Severability.** If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such unconstitutionality shall not affect the other provisions or obligations of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.
7. **Effective Date.** This Ordinance shall be effective upon passage and publication as required by law and the City Administrator is hereby directed to make the necessary changes to the Zoning Maps forthwith.

ADOPTED AND APPROVED by the City of Mosinee Common Council on this 8<sup>th</sup> day of July, 2019.

  
\_\_\_\_\_  
Brent Jacobson, Mayor

  
\_\_\_\_\_  
Attest: Bruce R. Jamroz, City Clerk/Treasurer

TAYLOR	LINCOLN
HALEY	NEWITT
KEEN	WINE
HOLTON	STEIN
LILL	WIERCIS
BRIGHTON	REID
DAY	BEVITT
SPECKER	FRONZEN
WOOD	PORTAGE



- Legend**
- Parcel Annotations
  - Parcels
  - Land Hooks
  - Section Lines/Numbers
  - Right Of Ways
  - Municipalities
  - 2015 Orthos
    - Red: Band\_1
    - Green: Band\_2
    - Blue: Band\_3
  - Surrounding\_County
    - CLARK
    - LANGLADE
    - LINCOLN
    - PORTAGE
    - SHAWANO
    - TAYLOR
    - WAUPACA
    - WOOD

**← SITE LOCATION**

69.55 0 69.55 Feet

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

NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**  
211760 RANGELINE RD.



EXHIBIT "A"

STATE OF WISCONSIN - MARATHON COUNTY

RECORDED

May 24, 2019 11:43 AM

DEAN J. STRATZ, REGISTER OF DEEDS

**CERTIFIED SURVEY MAP**

MARATHON COUNTY NO. 18331

VOLUME 90 PAGE 71

DOC# 1780007 PAGES: 2



PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 27 NORTH, RANGE 6 EAST, TOWN OF MOSINEE, MARATHON COUNTY, WISCONSIN.

**VREELAND ASSOCIATES, INC.**  
 6103 DAWN STREET WESTON, WI. 54476  
 PH (715) 241-0947 OR FAX 715-241-9826  
 tim@vreelandassociates.us

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OWNER: **WILLIAM MALISZEWSKI TRUST**

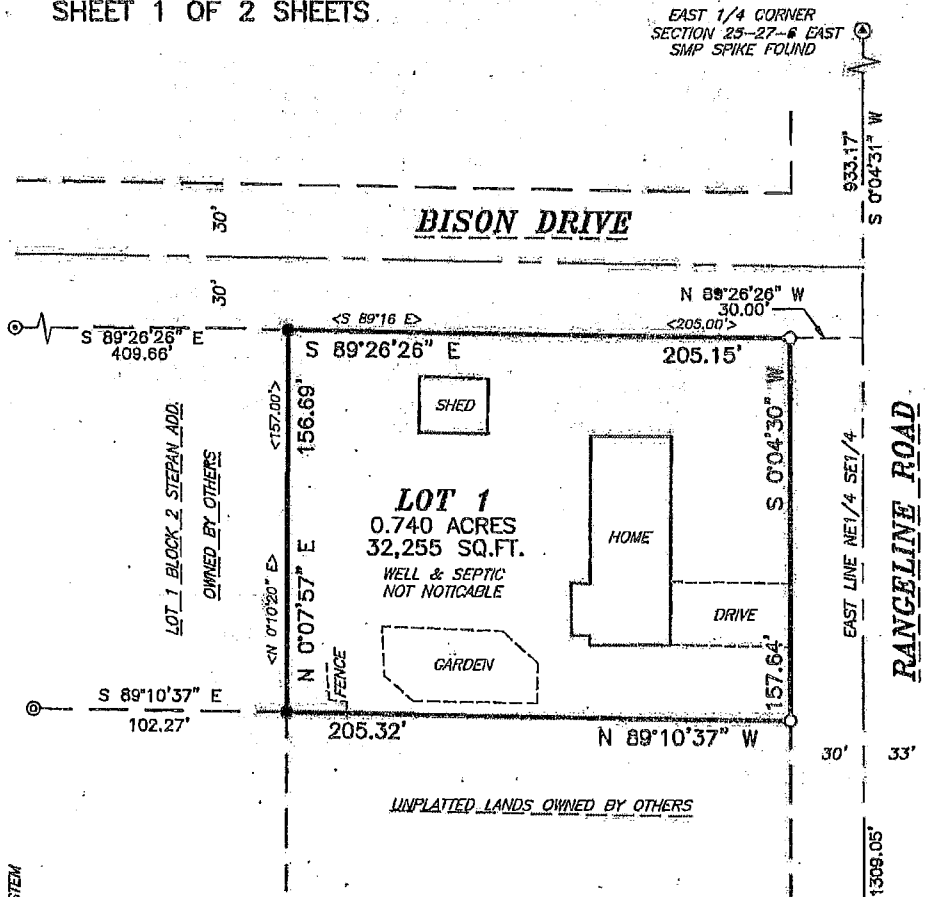
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FILE #: M-603-19

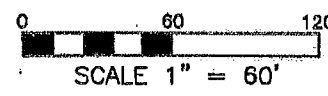
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DRAFTED AND DRAWN BY: TIMOTHY G. VREELAND

SHEET 1 OF 2 SHEETS



BEARINGS REFERENCED TO THE EAST LINE OF THE NE1/4 NE1/4 BEARING S 0°04'31" W PER WISCONSIN COUNTY COORDINATE SYSTEM (MARATHON) NAD83 (2011)



- LEGEND**
- ⊙ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
  - = 1.315" OUTSIDE DIAMETER x 24" IRON PIPE 1.68 POUNDS PER FOOT SET
  - = 1.315" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
  - ⊙ = 1.5" OUTSIDE DIAMETER IRON PIPE FOUND IN PLACE
  - ⊙ = 7/8" REBAR FOUND IN PLACE
  - < > = PREVIOUSLY RECORDED AS

SOUTHEAST CORNER NE1/4 SE1/4 SECTION 25-27-6 EAST

5-21-2019

TIMOTHY G. VREELAND  
 S-2291  
 WESTON, WI  
 LAND SURVEYOR

SOUTHEAST CORNER SECTION 25-27-6 EAST MAG SPIKE FOUND

# CERTIFIED SURVEY MAP

MARATHON COUNTY NO. 18331 VOL. 90 PAGE 71

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 27 NORTH, RANGE 6 EAST, TOWN OF MOSINEE, MARATHON COUNTY, WISCONSIN.

SHEET 2 OF 2 SHEETS

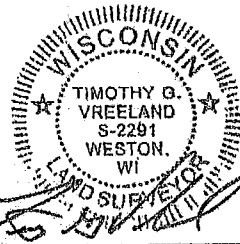
## SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF CEDRIC BURROUGHS, I SURVEYED AND MAPPED THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 27 NORTH, RANGE 6 EAST, TOWN OF MOSINEE, MARATHON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 25; THENCE S 0°04'31" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 933.17 FEET; THENCE N 89°26'26" W 30.00 FEET TO THE WEST LINE OF RANGELINE ROAD AND TO THE POINT OF BEGINNING; THENCE S 0°04'30" W ALONG THE WEST LINE OF RANGELINE ROAD 157.64 FEET; THENCE N 89°10'37" W 205.32 FEET; THENCE N 0°07'57" E ALONG THE EAST LINE OF LOT 1 OF BLOCK 2 OF STEPAN ADDITION 156.69 FEET TO THE SOUTH LINE OF BISON DRIVE; THENCE S 89°26'26" E ALONG THE SOUTH LINE OF BISON DRIVE 205.15 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND USE.

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

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



DATED THIS 21ST DAY OF MAY, 2019  
SURVEY PERFORMED MAY 20TH, 2019

TIMOTHY G. VREELAND P.L.S. 2291

**RESOLUTION NO. R - 41 - 19**

**TO APPROVE AGREEMENT AND RELEASE OF POTENTIAL CLAIMS BY ADMINISTRATOR**

**WHEREAS**, the Marathon County Board suspended the County Administrator without pay for 30 days in July/August 2016; and

**WHEREAS**, the Administrator has requested that the Board consider paying him an amount equal to his lost wages during that 30-day time period in lieu of a possible claim by the Administrator against the county related to the suspension; and

**WHEREAS**, the amount sought by the Administrator is \$8598.66; and

**WHEREAS**, the Executive Committee and the County Board have considered this potential claim in closed session, with the assistance of legal counsel; and

**WHEREAS**, the funds necessary to pay the amount of \$8598.66 are currently available in Department of Administration budget, without the need for a budget amendment; and

**WHEREAS**, the County Board has considered the Administrator’s request, in light of the Administrator’s service since the suspension, his impending retirement, effective December 30, 2019, the desirability of a Full and Final Release of all claims and the potential costs of litigation; and

**WHEREAS**, the Agreement, a copy of which is attached hereto, is not effective until such time as the County Board ratifies the Agreement.

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

1. To approve and ratify the Agreement and Release of Claims attached hereto; and
2. To authorize the county board chair to complete the transaction.

**BE IT FURTHER ORDAINED AND RESOLVED** that the county clerk is directed to issue check(s) pursuant to this resolution and the county treasurer to honor same.

Dated this 27<sup>th</sup> day of August, 2019.

EXECUTIVE COMMITTEE

_____	_____
_____	_____
_____	_____

Fiscal Impact: Payment to Administrator = \$8598.66. No budgetary tax levy impact.

COPY

**AGREEMENT AND RELEASE OF CLAIMS**

This Agreement and Release of Claims is entered into between BRAD KARGER (“Karger”) and MARATHON COUNTY (the “County”) effective as of the date of Karger’s signature below, and as further provided in Paragraph 10.

WHEREAS Karger is employed as the Administrator for Marathon County, and has held this position since 2008.

WHEREAS Karger was suspended without pay for 30 days in 2016, following the investigation surrounding his activities in relation to meetings, interactions and his participation in a community demonstration, a substantial portion of which was conducted in his official capacity as Administrator.

WHEREAS Karger has notified the County Board of his intent to pursue a legal claim(s) related to the County’s imposition of the 2016 suspension without pay.

WHEREAS Karger has presented a proposal to resolve any potential claim(s) he may assert arising out of the 2016 suspension.

WHEREAS the parties wish to fully resolve, settle and compromise any and all claims that may exist between the parties arising out of any theory relating to Karger’s employment by the County, including, without limitation, any claims related to the 2016 suspension, all upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the following mutual promises and terms, the sufficiency and receipt of which are hereby acknowledged, Karger and the County agree as follows:

1. Provided Karger executes this Agreement and Release of Claims and does not revoke acceptance as provided in Paragraph 10, below, the County will pay to Karger, the gross amount of \$8,598.66. The amount of \$8,598.66 is for wages and is subject to state and

federal taxes and withholdings consistent with the County's standard payroll practices. The County's payment hereunder shall be made on the first regular County payroll date first following the County Board's ratification of this Agreement and Release of Claims provided that the revocation period set forth in Paragraph 10, below, has expired and, if not, the next regular County payroll date following expiration of the revocation period. The parties understand and agree that this Agreement is not effective unless and until such time as the County Board ratifies the Agreement.

2. Karger hereby irrevocably retires his employment with the County effective December 30, 2019, and the County accepts his retirement.

3. Karger expressly agrees that, other than his attorneys, wife and tax preparer, he will not discuss or comment publicly or post anything on a social media site regarding this Agreement and Release of Claims and, if contacted or questioned about the status of the matter, shall not comment other than to state that this matter has been resolved.

4. This Agreement and Release of Claims by Karger is also made for and binding upon his heirs, successors and assigns. By this Agreement and Release of Claims, any liability of subsidiaries, insurers, predecessors, successors, officers, board members, agents, employees or elected officials of the County (together with the County, the "Released Parties") is also released and discharged. Further, any other persons or entities who are or might be liable, even though their identity or involvement may not be presently known, are fully released and discharged.

5. By this Agreement and Release of Claims, Karger irrevocably and unconditionally releases, waives and fully and forever discharges the Released Parties from all claims and causes of action arising out of Karger's employment with the County up to the date of this Agreement and Release of Claims (including, without limitation, any claims related to the 2016 suspension) founded upon federal or state constitution, statutes, County ordinance, County



policy or other rules of law, including, but not limited to, the United States Constitution, the Wisconsin Constitution, 42 U.S.C. § 1983, the Wisconsin Fair Employment Act, § 111.31-111.395, the Wisconsin Family and Medical Leave Act, § 103.10, Title VII, 42 U.S.C. 2000e *et seq.*, as amended, 42 U.S.C. § 1981, the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* Further, this Agreement and Release of Claims fully extinguishes any claim for compensatory and/or punitive damages, costs and disbursements, attorney's fees or any other element of recovery. This Agreement and Release of Claims also fully extinguishes any claims and causes of action under the Wisconsin Uniform Marital Property Act. Except as expressly set forth in the following paragraph, in the event a claim is filed by Karger that is waived or released hereunder, Karger agrees to hold the Released Parties harmless and indemnify the Released Parties for any and all costs, damages, orders and expenses whatsoever (including, without limitation, reasonable attorney's fees) in any way arising out of or relating to the claim.

The waiver and release set forth in this Agreement and Release of Claims shall not extend to or include the following: (a) claims for Worker's Compensation brought pursuant to Chap. 102, *Wis. Stats., et seq.*; (b) Karger's right, if any, to elect health care coverage under the federal continuation of health coverage law known as "COBRA" or under any applicable state law concerning the continuation of health care coverage; (c) Karger's right, if any, to participate in any employee welfare benefit plan or employee pension plan for which Karger may be eligible in accordance with the provisions of such plan; and (d) claims brought to enforce the terms of this Agreement and Release of Claims. Nothing in this Agreement and Release of Claims shall be construed to prohibit Karger from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the preceding sentence, Karger agrees to waive his right to recover monetary damages against the

County in any charge, complaint or lawsuit filed by Karger or by anyone else on his behalf.

6. It is understood and agreed that this Agreement and Release of Claims, or the payment of money, is a full compromise of a disputed claim and is not to be construed as an admission of liability by the County. It is recognized that the County denies that it is liable for the claimed damages. It is hereby stipulated that no party to this Agreement and Release of Claims is to be considered a "prevailing party" for any purpose.

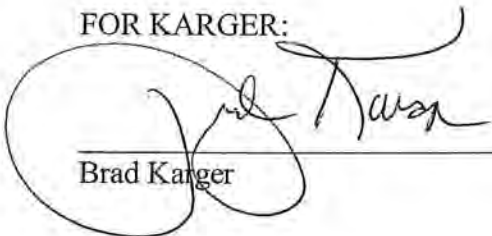
7. With full knowledge and understanding of the contents of this Agreement and Release of Claims, Karger voluntarily enters into this agreement and does so without having relied on any statement or representation by the County or its representatives.

8. Karger further represents that no portion of this claim has been assigned to anyone else and that no other person or entity has any legal right to pursue this claim or share in the proceeds of the agreement. In making this representation, Karger agrees to indemnify the County for any money it may have to pay to any other person or entity asserting any claim arising out of or related to any tax-related issues that belong to Karger arising out of the agreement described herein. Karger will also indemnify the County for any expenses incurred in defending such claims. Should a lawsuit or claim be filed, then the County will immediately tender the defense to Karger, who will bear the costs of his own defense.

9. The statements in this Agreement and Release of Claims are contractual terms, and are not mere recitals. This Agreement and Release of Claims shall be governed by, and be construed in accordance with, the laws of the State of Wisconsin without regard to the law of conflicts. Any claim, lawsuit or proceeding filed in relation to this Agreement and Release of Claims shall be venued exclusively in the courts of Marathon County, Wisconsin, and each party waives any and all defenses related to forum non conveniens.

10. Karger has read this Agreement and Release of Claims, which consists of five pages, and understands that it is a full and complete compromise and full resolution of all claims arising out of his employment with the County up to and including the effective date, without limitation, the 2016 suspension. Karger agrees that he has been presented with this Agreement and Release of Claims on August 7, 2019. Karger shall have 21 days from August 7, 2019 (August 28, 2019) to consider whether to accept and execute this Agreement and Release of Claims, such acceptance being indicated by delivering a fully executed copy of this Agreement to County Board Chair Kurt Gibbs, 500 Forest Street, Wausau, Wisconsin. If Karger accepts, he has seven days after acceptance to revoke acceptance if he so wishes, such revocation being indicated by delivering a written notice of revocation to County Board Chair Kurt Gibbs, 500 Forest Street, Wausau, Wisconsin. This Agreement and Release of Claims will not become effective until the seven-day period has passed. **Karger is encouraged to review this document with an attorney of his choice prior to signing it. By signing below, Karger indicates his understanding of his right to have this document reviewed by counsel of his choosing and represents that he has consulted with counsel to the fullest extent that he deems appropriate and necessary.**

FOR KARGER:

  
\_\_\_\_\_  
Brad Karger

Date: 08-09-2019

FOR THE COUNTY:

  
\_\_\_\_\_  
Kurt Gibbs, Board Chair

Date: 08-08-2019

**RESOLUTION #R- 42 -19**

**APPROVING AMENDMENT OF 2019 BUDGET TO TRANSFER ADDITIONAL FUNDS FROM CAPITAL RESERVES TO PAY COSTS INCURRED RELATED TO REPAIR AND RECONSTRUCTION OF MARATHON COUNTY JAIL**

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

**WHEREAS**, said Resolution declared that an emergency exists with respect to the integrity of the Marathon County Jail structure; and

**WHEREAS**, the Resolution also amended the 2019 budget by authorizing funds to be transferred from General Fund Working Capital Reserves to pay for temporary shoring and engineering services to “determine a plan for permanent repair and to estimate the cost of said repair;” and

**WHEREAS**, Marathon County Administration together with Marathon County Facilities and Capital Management and the Marathon County Sheriff’s Office were directed to return to the Board at its next meeting to report on progress, including, if possible, a more precise estimate of the costs of permanent repair; and

**WHEREAS**, said departments continue to jointly request funding to pay for professional services and construction costs as well as other operational costs incurred with respect to the repair and reconstruction of the Marathon County Jail.

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

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

- A. The emergency declared respect to the integrity of the Marathon County Jail structure on August 8, 2019, in Resolution # R-39-19, continues to exist.
- B. In addition to the budget amendment previously authorized, additional funds shall be transferred from General Fund Working Capital Reserve into a separate sub-fund for payment of capital project costs related to permanent repair and reconstruction of the jail in an amount not to exceed \$ [TBD by County Board].
- C. In addition to the budget amendment previously authorized, additional funds shall be transferred from General Fund Working Capital Reserve into a separate sub-fund for payment of operational costs related to the repair and reconstruction of the jail (e.g. out-of-county placement, electronic monitoring, wages, transport and prisoner medical expenses) in an amount not to exceed \$ 425,000.

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

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

Respectfully submitted this 22<sup>nd</sup> day of August, 2019.

**COUNTY BOARD**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Fiscal Impact: Please refer to elements of fiscal impact discussed in Resolution #R-39-19. The total fiscal impact remains unknown at this time. The need for emergency funds will likely continue to affect the priorities and amounts previously budgeted for both capital projects and operations. Adequate funds are currently available in accessible reserves. Additional budget transfers or financing resolutions will be brought forward to be separately reviewed for approval by the County Board, if additional funding is necessary or as part of a plan to replenish reserves.

# Memo

**To:** County Board of Supervisors  
**From:** Brad Karger, County Administrator  
**CC:**  
**Date:** August 21, 2019  
**Re:** Recitation of recent events relative to structural issues within the Marathon County Jail

---

**Brief History**

The 1997-1999 Marathon County Jail expansion ultimately created two additions: Unit A, located on the north side of the courthouse property, and Unit B, located to the east of the previously existing jail building. Even before the expansion was completed, concerns were raised regarding the structure of the addition. These concerns resulted in no less than three (3) reports from various independent consultants, outside of the initial project, in 1998 and 1999 relative to various aspects of the structural integrity of Units A and B.

Since 2014, Marathon County has worked with additional engineering firms to assess and monitor pre-existing conditions caused by the structural issues related to construction (*e.g.*, separations between masonry and adjacent columns, cracking of masonry partition walls, surface slab cracking, and ‘sticking’ doors). Moreover, movement gauges were installed and monitored by staff from Marathon County Facilities & Capital Management to ensure that any significant change in these pre-existing conditions was captured.

Earlier this year, Facilities & Capital Management staff noted shifting on the movement gauges and observed new areas of concern and thereafter sought out assistance from two engineering firms, Dimension IV and Strategic Structural Design (“SSD”), to assess the significance of the shifting and advise Marathon County on how to move forward. Staff furnished Dimension IV with past reports, building plans, and other documents for review.

**July 15, 2019**

On July 15, 2019, Michael Lotter and Craig Christians from Marathon County Facilities & Capital Management met with representatives from Dimension IV and SSD to discuss the results of the initial evaluation. During that meeting, Dimension IV and SSD highlighted several specific areas of structural deficiency and resulting concerns. Based on their review of the previous engineer’s analysis and report, Dimension IV and SSD recommended immediate action with respect to Units A and B.

**July 16, 2019**

In light of the information discussed at the meeting, Facilities & Capital Management staff met with Administrator Brad Karger on July 16 to advise him of the developments. Based on the information, a meeting was scheduled on July 18, 2019, to allow Administrator Karger and Facilities & Capital Management staff to meet further with the engineers.

### **July 18, 2019**

On July 18, 2019, Administrator Karger, Michael Lotter, Craig Christians, and Scott Corbett met with engineers from Dimension IV and SSD. Based on these discussions, Administrator Karger requested that a meeting be scheduled as soon as possible with the Sheriff and/or Chief Deputy, as each was unavailable on July 18, to discuss precautionary measures.

### **July 19, 2019**

On July 19, 2019, Administrator Brad Karger, Facilities Director Lotter, Corporation Counsel Scott Corbett, Sheriff's Office Chief Deputy Chad Billeb, and Finance Director Kristi Palmer met via telephone with a representative from Dimension IV and SSD to review the preliminary findings of Dimension IV and SSD's document review. Based on the information and the initial discussion with Dimension IV and SSD, Administrator Karger directed that inmates within Unit A (our female inmate housing) be housed in other correctional facilities, as that area was of particular concern. Administrator Karger also called for the following actions:

- Dimension IV and SSD should immediately begin designing a temporary shoring plan to ready the facility for permanent repair.
- Dimension IV and SSD should immediately confer with previous jail facility engineering consultants CTL to understand past examinations, with the intent that Dimension IV and SSD provide a more thorough opinion regarding continued operation of the facility while shoring plans were prepared.
- Facilities Director Lotter should engage a contractor to install the temporary shoring once the temporary shoring plans are developed by Dimension IV and SSD.
- Finance Director Palmer would work to identify potential funding sources/strategies for temporary shoring activities and long-term construction solutions.
- Corporation Counsel Corbett would research the statutory procurement requirements relative to both temporary shoring and long-term construction repair activities.

Administrator Karger asked that Facilities Director Lotter confer with Dimension IV and SSD regarding operations of the facility once Dimension IV and SSD have the opportunity to speak with representatives from CTL.

### **July 26, 2019**

Further communication occurs between Dimension IV/SSD and Facilities Director Lotter, updating Marathon County as to the status of Dimension IV/SSD efforts. Based on further communications with the engineers, inmates within additional specified sections of the jail addition were identified for transfer from the facility (fifty-five (55) male inmates were transferred to other county facilities and twenty-five (25) inmates were placed on electronic monitoring supervision).

Administrator Karger contacts Wisconsin Municipal Mutual Insurance Company (WMMIC), Marathon County's property insurer to advise them of the information it has received.

### **July 30, 2019**

Administrator Karger, Michael Lotter and Scott Corbett met with the engineers to receive an update relative to the firm's progress. Administrator Karger requested a follow up meeting and walk-through with Findorf Construction Company, the construction company responsible for the shoring, and the company's engineer on the following day.

Findorf Construction Company arrived on-site and began meeting with county staff to begin developing the shoring sequencing.

### **July 31, 2019**

Administrator Karger, Deputy Administrator Leonhard, Facilities Director Lotter, Facilities Planner Craig Christians, Sheriff Scott Parks, Chief Deputy Billeb, and County Board Chair Kurt Gibbs meet with representatives of Findorf Construction and its engineering consultant in the Marathon County Jail to discuss the shoring project, while Findorf representatives are touring the facility to further discuss the temporary shoring process.

Based on the information received from county staff and representatives from Findorf Construction, Administrator Karger and Chair Gibbs determine that pursuing an emergency declaration, pursuant to Wisconsin Statute section 59.29, to proceed with the design, construction, and installation of a permanent solution to the structural deficiencies is in the best interest of Marathon County.

### **August 6, 2019**

Administrator Karger, County Board Chair Kurt Gibbs, and Sheriff's Office Chief Deputy Chad Billeb held an initial press conference to explain the ongoing jail structural integrity issues. (See <https://www.wsaw.com/content/news/Marathon-County-Jail-receiving-emergency-temporary-structural-fixes-523947341.html>)

Following the press conference, Administrator Karger, Chair Gibbs, Deputy Administrator Leonhard, Facilities & Capital management staff, Sheriff's Office financial staff, County Finance Department staff, the County Treasurer, and Corporation Counsel Scott Corbett met to discuss the preliminary potential financial implications of the project from an operational and capital perspective.

### **August 8, 2019**

A special meeting of the County Board was conducted to discuss the situation and to seek approval to declare an *emergency* exists for purposes of our procurement processes and to approve the transfer of funds from working capital to fund repairs and reconstruction.



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	August 2019 Aug	September 2019 Sep	October 2019 Oct	November 2019 Nov	December 2019 Dec	January 2020 Jan	February 2020 Feb	March 2020 Mar
1	★	County Board Meeting to Discuss Jail Structural	1 day	Thu 8/8/19	Thu 8/8/19										
2	★	Write RFP advertise and send out to architects and	10 days	Fri 8/9/19	Thu 8/22/19	1									
3	★	Walk Through with A/E Firms	1 day	Fri 8/30/19	Fri 8/30/19	1,2FS+5 days									
4	★	Receive Proposals back from A/E Firms	1 day	Fri 9/13/19	Fri 9/13/19	2FS+15 days									
5	★	Review Proposals	3 days	Mon 9/16/19	Wed 9/18/19	4									
6	★	Interview A/E firms	1 day	Tue 9/24/19	Tue 9/24/19	5FS+3 days									
7	★	Contract Negotiations	10 days	Wed 9/25/19	Tue 10/8/19	6									
8	★	Selected Architectural / Engineering Firm create	60 days	Wed 10/9/19	Tue 12/31/19	7									
9	★	Approval From DOC DSPS	30 days	Wed 1/1/20	Tue 2/11/20										
10	★	Request for Proposals from qualified General	5 days	Wed 1/1/20	Tue 1/7/20	8									
11	★	Walk through with General Contractors	1 day	Wed 1/8/20	Wed 1/8/20	8,10									
12	★	Proposals Due from General Contractor	1 day	Wed 1/8/20	Wed 1/8/20	10									
13	★	Review Proposals from GC	1 day	Thu 2/13/20	Thu 2/13/20	11									
14	★	Interview GC Firms	2 days	Thu 1/9/20	Fri 1/10/20	12									
15	★	Negotiations with selected GC	10 days	Fri 2/14/20	Thu 2/27/20	13									
16	★	General Contractor Mobilization	10 days	Fri 2/28/20	Thu 3/12/20	15									
17	★?														
18	★?														
19	★?														
20	★?														
21	★?														

Project: RFP Schedule for the Ja Date: Thu 8/8/19	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

RESOLUTION #R- \_\_\_\_\_ -19

Approval of Town of Emmet Local Zoning Ordinance Amendment

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


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


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

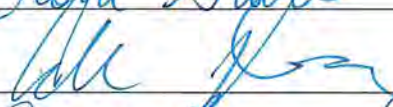
NOW, THEREFORE BE IT RESOLVED, that the Marathon County Board of Supervisors hereby approves the amendment to the Town of Emmet Zoning Ordinance and/or Zoning map as attached and made part of this record, all of which to be filed with the Marathon County Clerk.

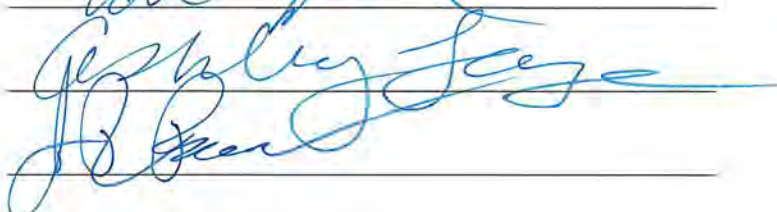
Dated this 1<sup>st</sup> day of August, 2019.

ENVIRONMENTAL RESOURCES COMMITTEE

  
\_\_\_\_\_  
VICE Chair

  
\_\_\_\_\_  
Sara Gidd

  
\_\_\_\_\_  
Mike

  
\_\_\_\_\_  
Kimberly

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

## Affidavit of Publication

STATE of WISCONSIN }  
 Marathon County } ss.

Kristine Choery being duly sworn, doth dispose and say that he/she is an authorized representative of The Record-Review, a newspaper published weekly in the Villages of Athens, Edgar, Marathon and Stratford, in said county, and that notice of which the annexed is a true copy, taken from said paper, was published therein on

June 19, 2019  
June 26, 2019  
July 3, 2019  
 \_\_\_\_\_  
 \_\_\_\_\_

**NOTICE  
 TOWN OF EMMET RESIDENTS**

Notice is hereby given that the Town of Emmet Planning Commission will hold a public hearing at 7 p.m. on Tuesday, July 9, 2019, at the Halder Community Hall, 135125 Halder Drive, Mosinee, to consider the following items:

1. Rezone from Ag1 to RS1 the following parcel in the Town of Emmet, Section 31 R27-05: PT of S 1/2 SW FRL 1/4, Lot 1 CSM Volume 34 PG 76 8698 (DOC 1054013), 10.80 acres.
2. Rezone from Ag1 to RS1 the following parcel in the Town of Emmet, Section 31 R27-05: PT of FRL S 1/2 SW 1/4, Lot 1 CSM Volume 25 PG 33 6633 (DOC 957993), 2.63 acres.

Town of Emmet Planning Commission  
 Gerald Fitzgerald, Clerk

73924 WNAXLP

(Signed) [Signature]  
Publisher (Title)

Subscribed and sworn to before me this  
5<sup>th</sup> day of July, 2019  
[Signature]  
 Notary Public, Marathon County, Wisconsin

My commission expires Nov 20 2021

No. Lines \_\_\_\_\_ or Total Inches \_\_\_\_\_ No. Times \_\_\_\_\_

Notary Fees \$ 1.00

Printers Fees 87.00

(Seal)

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Total \$ 88.00

Received Payment \_\_\_\_\_

### The Record-Review

Edgar, Wisconsin

# TOWN OF EMMET

RE: Proposed Zoning Change, Section 31, Town of Emmet, Rangeline Road

## NOTICE

### Town of Emmet Residents

Notice is hereby given that the Town of Emmet Planning Commission will hold a Public Hearing at 7:00 P.M. on Tuesday, July 9, 2019, at the Halder Community Hall, 135125 Halder Drive, Mosinee to consider the following items:

1. Rezone from Ag1 to RS1 the following parcel in the Town of Emmet, Section31 R27-05: PT of S 1/2 SW FRL 1/4, Lot 1 CSM Volume 34 PG 76 8698 (DOC 1054013), 10.80 acres.
2. Rezone from Ag1 to RS1 the following parcel in the Town of Emmet, Section31 R27-05: PT of FRL S 1/2 SW 1/4, Lot 1 CSM Volume 25 PG 33 6633 (DOC 957993), 2.63 acres.

Town of Emmet Planning Commission

Gerald Fitzgerald, Clerk



RECEIVED

JUL 12 2019

MARATHON CO. CONSERVATION,  
PLANNING & ZONING DEPT

STATE OF WISCONSIN )  
COUNTY OF MARATHON )  
TOWN OF EMMET )

WHEREAS, the Town Board of Supervisors of the Town of EMMET  
has heretofore been petitioned to repeal and re-adopt the following (Check all that apply)...

Town Zoning Ordinance

Zoning Map, and;

WHEREAS, the Town on due notice conducted a public hearing on the proposed Ordinance and/or map,  
and;

WHEREAS, the proposed Ordinance and map have has been given due consideration by the Town Board  
in open session, and;

WHEREAS, a comprehensive plan has been adopted by the Town, and the proposed Ordinance and/or map  
are compatible with the adopted comprehensive plan;

NOW, THEREFORE BE IT RESOLVED, that pursuant to §60.62(3) Wis. Stats, the Town Board of  
Supervisors of the Town of EMMET does hereby request review by the County Zoning  
Committee and subsequent recommendation for County Board approval of the attached Zoning Ordinance (and  
accompanying Zoning Map).

Dated this 9 of JULY, 2019

Signed by the Board of the Town of EMMET:

Tyler Danka  
Mike Beaman  
Melton M. Maguire

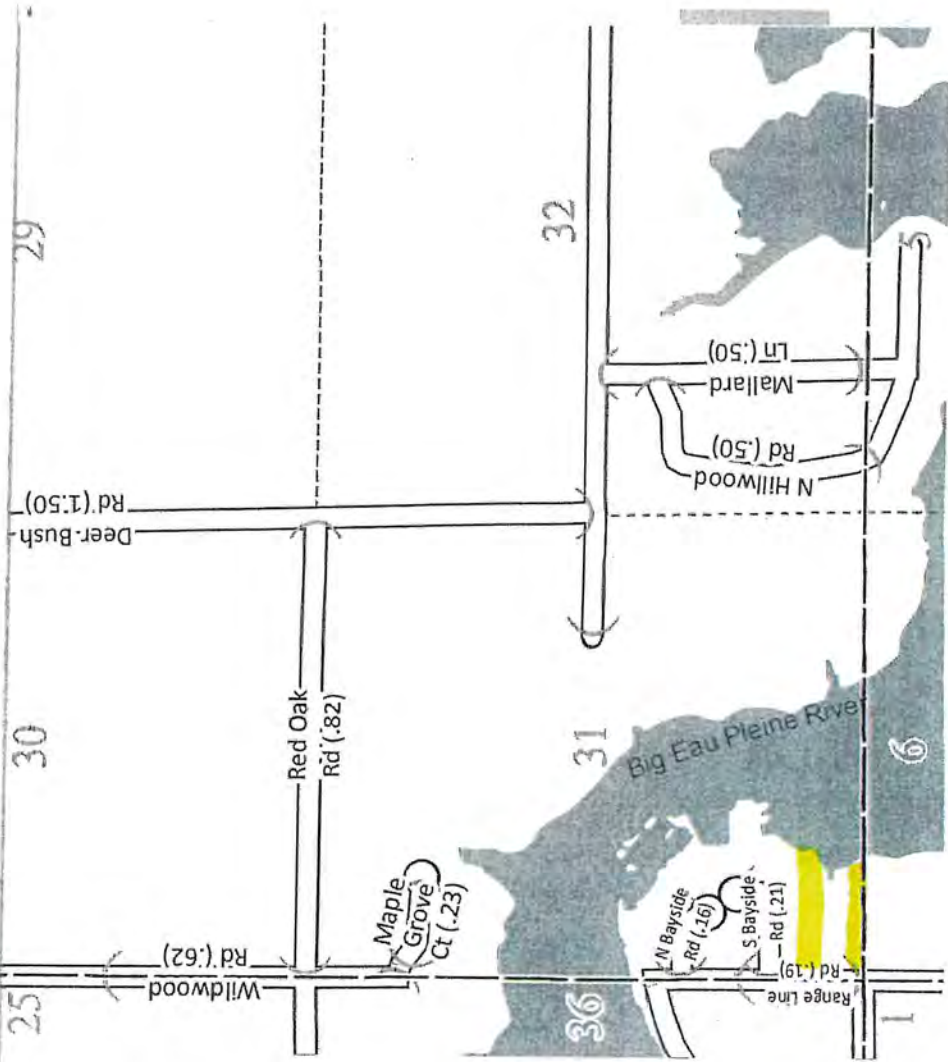
CERTIFICATION

I, GERALD W FITZGERALD, Clerk of the Town of EMMET, 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 the Town of EMMET on  
JULY 9, 2019.

Gerald W Fitzgerald  
Town Clerk (signature)

JULY 9-19  
Date

Send this completed form along with your amendments, and a map, to:  
Zoning and Regulatory Services  
Marathon County Conservation, Planning & Zoning (CPZ) Department  
210 River Drive  
Wausau WI 54403 5449



T26N

## RESOLUTION NO. R - 44 - 19

### PURCHASE OF KERSWILL PROPERTY FOR COUNTY FOREST

WHEREAS, on December 18, 2018, the Marathon County Board of Supervisors approved Resolution #R-60-18 authorizing the application for funding through the Knowles-Nelson Stewardship Land Acquisition Grant program, secure an appraisal and negotiate the purchase with a landowner of 199.84 acres in the Town of Hewitt, Marathon County, Wisconsin; and

WHEREAS, Randy and Denice Kerswill has accepted Marathon County's offer at the appraised value of \$349,000.00 for 199.84 acres under the terms of the attached Offer to Purchase; and

WHEREAS, the property is further described in addendum A attached to the Offer to Purchase; and

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

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

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

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

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

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

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

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

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

1. To authorize the purchase of the Kerswill property in accordance with the terms and conditions of the Accepted Offer to Purchase;
2. That the County Forest blocking boundaries listed and described in Chapter 900 of the Marathon County Forest Comprehensive Land Use Plan 2006 – 2020 be amended to include this property;
3. Direct the property to be entered under Wis. Stats. 28.11 and be designated as regular County forest lands;
4. To authorize the proper County officials to execute the documents necessary to complete this transaction.
5. To create the budget transfer to modify the 2019 land purchase – State grant fund to reflect additional state grant money to fund purchase.

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

Dated this 27<sup>th</sup> day of August, 2019.

FORESTRY/RECREATION COMMITTEE

\_\_\_\_\_

ENVIRONMENTAL RESOURCES COMMITTEE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fiscal Impact Estimate: Modified the 2019 budget for the Land Purchase – State Grant Fund. In total \$355,460.00 for the purchase of this property to be funded as follows:

1. Land Purchase – State Grant - \$347,033.00
2. Forestry Segregated Land Purchase Account - \$8,427.00



**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON May 29, 2019 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Marathon County, a municipal body corporate  
4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] 040-3009-031-0997, SWNE, Section 3, T30N-R9E 040-3009-032-0999, NENW, FRL 1/4, Section 3, T30N-R9E 040-3009-032-  
6 0997, SWNW, Section 3, T30N-R9E 040-3009-032-0995, NWNW FRL 1/4, EX N 1320, Section 3 T30N-R9E 040-3009-032-0996, SENW, Section 3, T30N-9E  
7 in the Town of Hewitt, County of Marathon, Wisconsin (Insert  
8 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

9 ■ PURCHASE PRICE: Three Hundred Forty Nine Thousand  
10 \_\_\_\_\_ Dollars (\$ 349,000.00).

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

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: N/A

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 ■ NOT INCLUDED IN PURCHASE PRICE: N/A

19 \_\_\_\_\_  
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**  
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**  
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ ZONING: Seller represents that the Property is zoned: General Agricultural – County Zoned.  
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
26 copies of the Offer.

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before July 1, 2019. Seller may keep the Property on the  
31 market and accept secondary offers after binding acceptance of this Offer.

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

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

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Luke Gliniecki  
41 Buyer's recipient for delivery (optional): 212 River Drive, Suite 2, Wausau WI 54403

42  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( 217 ) 285-9099 Buyer: ( 715 ) 261-1565

44  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.

47  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: P.O. Box 2064, Wausau, WI 54402  
50 Delivery address for Buyer: 212 River Drive, Suite 2, Wausau WI 54403

51  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): luke.gliniecki@whitetailproperties.com  
56 E-Mail address for Buyer (optional): tom.lovlien@co.marathon.wi.us

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be  
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left  
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those  
65 identified in the Seller's disclosure report dated 8/9/2018, which was received by Buyer prior to  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and N/A

68 \_\_\_\_\_  
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than September 15, 2019  
71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

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

84

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

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

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

97 \_\_\_\_\_ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 7 days of acceptance of this Offer, a list of all  
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,  
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland  
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve  
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any  
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be  
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**  
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**  
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**  
110 **Parties agree this provision survives closing.**

111  **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).

112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that  
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources  
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to  
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause  
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the  
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be  
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a  
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more  
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization  
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a  
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to  
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection  
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department  
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective  
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of  
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more  
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more  
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land  
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum  
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface  
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must  
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.  
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

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

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

#### 160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special  
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland  
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines  
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)  
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,  
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,  
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the  
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-  
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned  
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.** SEE LINE 458 & ADDENDUM A

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

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

202  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
 203 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
 204 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
 205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or  
 207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
 209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
 210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
 211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to  
 212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan  
 213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
 214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
 215 unacceptability.**

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

220 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
 221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
 222 commitment.

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

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

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

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

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not  
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface  
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic  
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government  
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing  
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other  
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)  
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,  
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of  
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to  
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the  
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial  
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of  
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that  
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county  
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be  
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited  
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and  
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 **PROPERTY DEVELOPMENT WARNING**

298 If Buyer contemplates developing Property for a use other than the current use,  
299 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and  
300 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or  
301 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,  
302 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,  
303 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of  
304 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these  
305 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should  
review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_  
307 \_\_\_\_\_  
308 \_\_\_\_\_

309 [Insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314  **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned \_\_\_\_\_  
316 \_\_\_\_\_ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317  **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither  
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
320 development.

321  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from  
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308: ~~CHECK~~  
327 ~~ALL THAT APPLY~~;  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding tank;  
328  other: \_\_\_\_\_

329  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~  
330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if  
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
336 proposed use: \_\_\_\_\_  
337 \_\_\_\_\_

338  **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is  
339 stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the  
340 lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE~~:  electricity \_\_\_\_\_;  
341  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  water \_\_\_\_\_;  
342  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  other \_\_\_\_\_.

343  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~  
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
345 roads.

346  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if  
347 neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;   
348 occupancy permit;  other \_\_\_\_\_ ~~CHECK ALL THAT APPLY~~, and delivering  
349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed  
350 use described at lines 306-308.

351  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller  
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
353 registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)  
354 expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the  
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
356 if any, and: \_\_\_\_\_

357 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:  
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**  
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.  
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**  
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

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

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

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

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

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

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



405  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and  
423 in this Offer, general taxes levied in the year of closing and N/A

424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_

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

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

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**  
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_



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

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

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

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

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

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

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
479 law those disputes covered by the arbitration agreement.

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

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

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

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

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

503  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of \_\_\_\_\_

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

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

525  **ADDENDA:** The attached Addendum A \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 \_\_\_\_\_ SEE ADDENDUM A \_\_\_\_\_

528 \_\_\_\_\_

529 \_\_\_\_\_

530 \_\_\_\_\_

531 \_\_\_\_\_

532 \_\_\_\_\_

533 \_\_\_\_\_

534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] Marathon County Corporation Counsel

536 Scott Corbett on May 29, 2019

537 (x) Jamie Polley Jamie Polley 5/29/19  
538 Buyer's Signature ▲ Print Name Here ► Jamie Polley Date ▲

539 (x) \_\_\_\_\_  
540 Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲

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

542 N/A Broker (by) \_\_\_\_\_

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

546 (x) Randy Kerswill Randy Kerswill 6/3/2019 | 7:39 PM CDT  
547 Seller's Signature ▲ Print Name Here ► Randy Kerswill Date ▲

548 (x) Denice Kerswill Denice Kerswill 6/3/2019 | 7:06 PM CDT  
549 Seller's Signature ▲ Print Name Here ► Denice Kerswill Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] Luke Gliniecki, whitetail Properties Real Estate, LLC

551 \_\_\_\_\_ on 5/29/2019 at 6:10 PM a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum "A"

1. SWNE, NENW FRL1/4, SWNW, NWNW FRL1/4, EX N 1320', SENW all in Section (3), Township(30)North, Range (9) East, Town of Hewitt, County of Marathon, State of Wisconsin. Approximately 199.84 acres.

PIN: 040-3009-031-0997, 040-3009-032-0999, 040-3009-032-0997, 040-3009-032-0995 and 040-3009-032-0996

2. Contingencies:

- A. This offer is contingent upon approval of this purchase, under the terms provided in the attached vacant land offer to purchase and in this Addendum, by the Forestry/Recreation Committee, Environmental Resources Committee, Human Resources, Finance and Property Committee, and by the Board of Supervisors of the County of Marathon by specific resolution.
- B. This offer is contingent upon seller's ability to transfer title to buyer that includes mineral and timber rights and is free and clear of any leases, licenses, easements, or land use agreements in addition to merchantable and acceptable as defined in lines 437- 449 of the attached vacant land offer to purchase.
- C. This offer is contingent upon buyer's actual receipt of a completed vacant land owners real estate condition report dated 8-19-2018. Buyer reserves the right to terminate this vacant land offer to purchase due to any conditions disclosed in the report not acceptable to buyer.
- D. Seller agrees to pay for title insurance.
- E. Seller agrees to pay Wisconsin real estate transfer fee.
- F. Buyer shall pay recording fees.
- G. There is no financing contingency. Buyer is a political subdivision of the State of Wisconsin with taxing authority. Lines 230-236 in the attached vacant land offer to purchase are not applicable to this transaction.

3. Additional Terms:

- A. Seller understands that Buyer is not acquiring the property by condemnation. Buyer has not exercised or threatened to exercise its power of eminent domain. Seller and Buyer both agree that this is a voluntary sale of property and that each party has acted in its own best interests in negotiating and carrying out this transaction. Seller hereby releases Buyer from any and all liability under Wisconsin Statutes, Chapter 32.
- B. Seller warrants all timber present on the property at the time of this offer will remain on the property through the date of closing.
- C. There is no earnest money involved in this transaction.

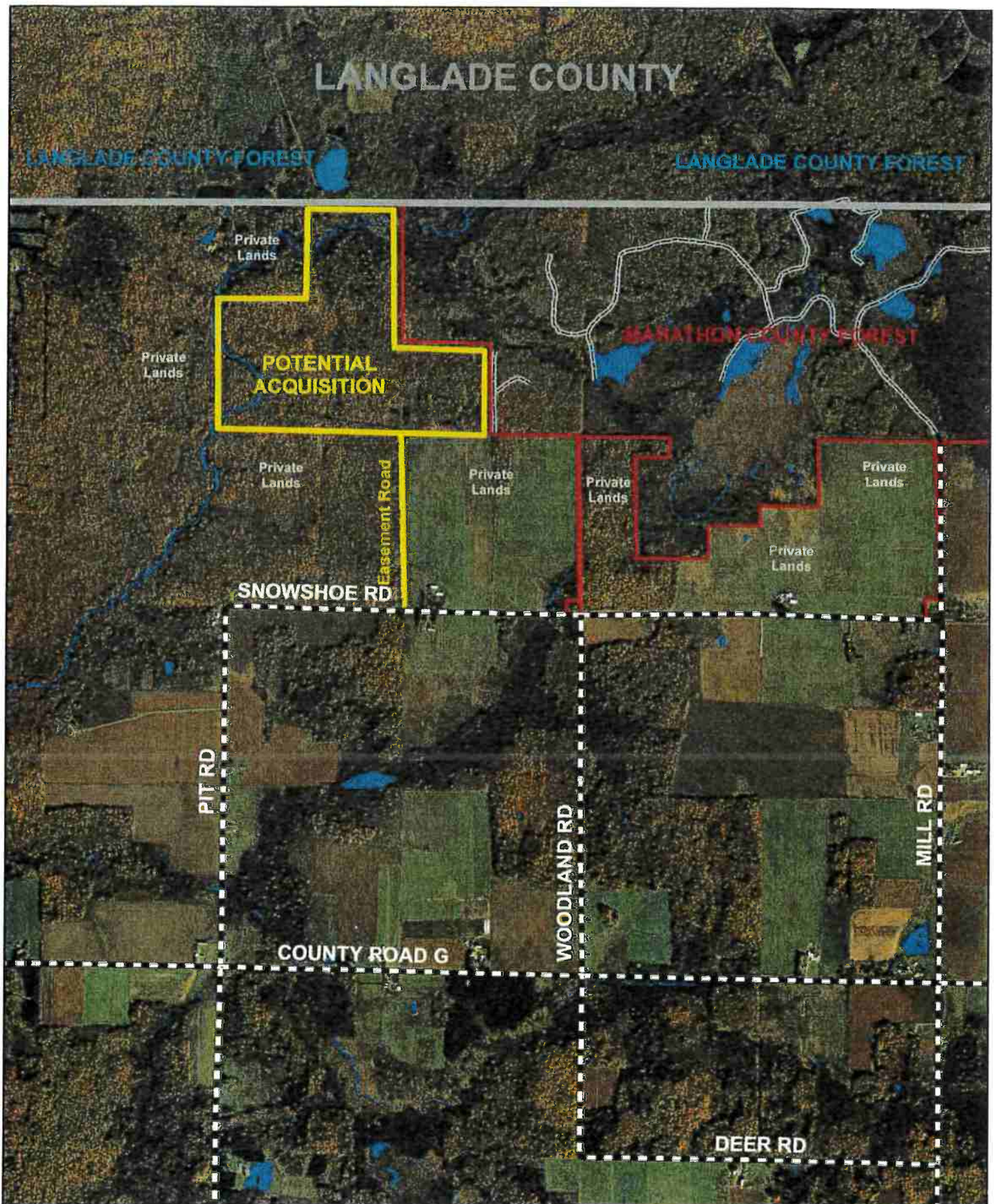
4. GRATUITIES AND KICKBACK

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

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



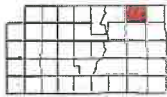
# Harrison-Hewitt Acquisition For County Forest



0 0.5 1 2 Miles







SEE PAGE 97

21700

20100

18500

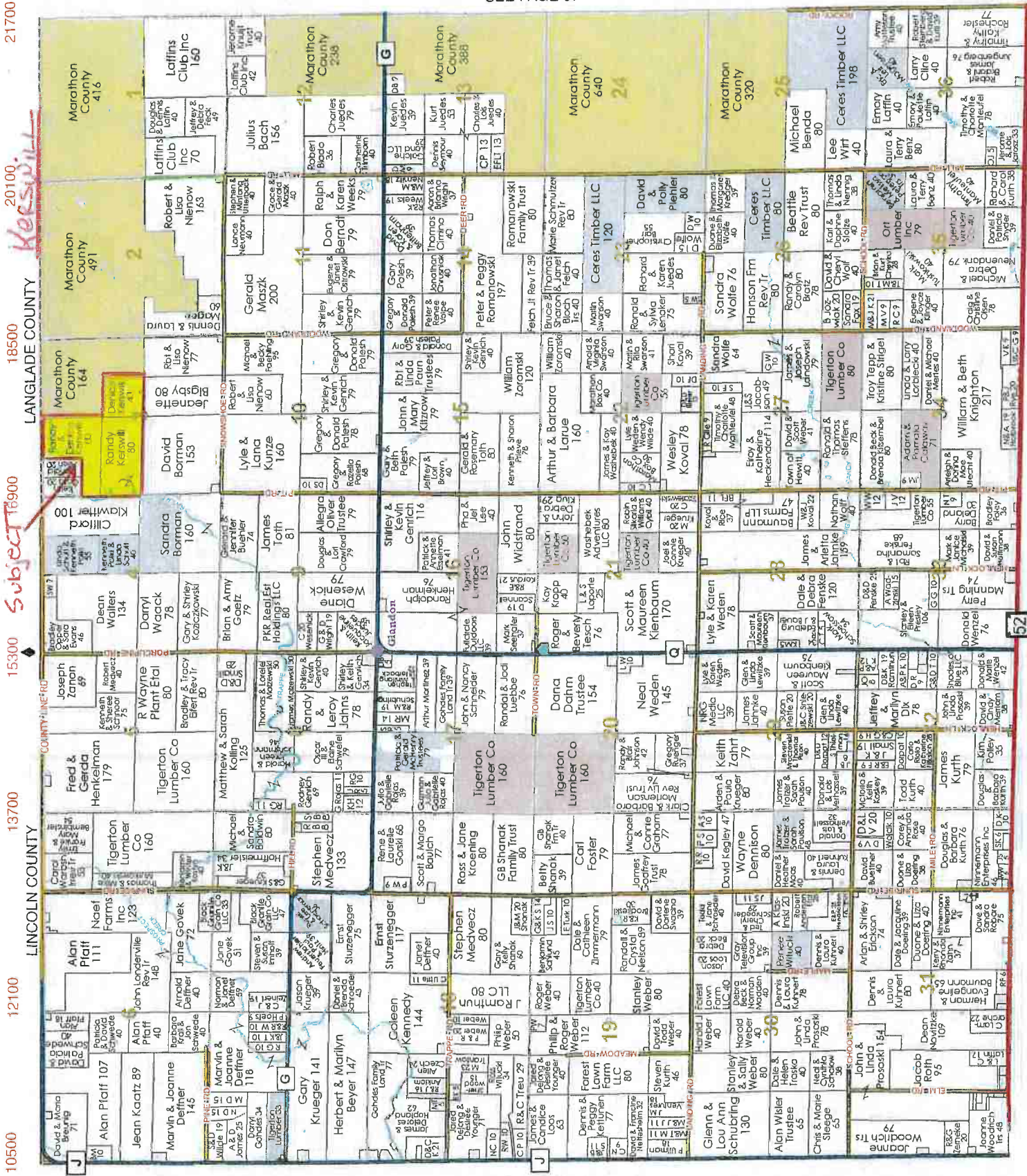
16900

15300

13700

12100

10500



17200

15600

14000

12400

10800

9200

7600

SEE PAGE 93

SEE PAGE 79

**RESOLUTION NO. R- 45 -19**

**ABOLISH ONE FULL-TIME ASSISTANT PARK AND RECREATION MANAGER (CHIEF RANGER) AND CREATE ONE FULL-TIME DEPUTY SHERIFF (RECREATION AND SAFETY) IN THE SHERIFF’S OFFICE**

WHEREAS, the Parks, Recreation, and Forestry Department has identified an opportunity to reorganize some safety and recreational programs in part due to an employee retirement that will result in improved safety and recreational experiences for the public; and

WHEREAS, this request from the Parks, Recreation, and Forestry Department was referred to the Human Resources, Finance, and Property Committee for review, pursuant to §4.20 of the General Code of Ordinances for Marathon County; and

WHEREAS, the Human Resources, Finance, and Property Committee has reviewed the proposed change at their meeting on 8/19/2019, and recommends its adoption.

WHEREAS, the Environmental Resources Committee has reviewed the proposed new structure at their meeting on 8/01/2019, and recommends its adoption.

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

- (1) Abolish one full-time Assistant Park and Recreation Manager (Chief Ranger), Pay Grade C42 and Create One Full-Time Deputy Sheriff (Safety and Recreation), in the Sheriff’s Office per Deputy Sheriff’s Association Labor Agreement;
- (2) Effective as soon as practicable, upon the approval of this resolution.

DATED: August 27, 2019

**HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE**

_____	_____
_____	_____
_____	_____

**ESTIMATED FISCAL IMPACT STATEMENT: 0**



Wausau & Marathon County  
**Parks, Recreation  
& Forestry**

# Memo

**To:** County Board  
**From:** Jamie Polley, Director  
**Subject:** Position Restructuring – Chief Park Ranger  
**Date:** August 15, 2019

---

Our Chief Park Ranger, Jon Daniels, retired August 2, 2019 after 37 years of service with the County. Jon's responsibilities are important to the safety and security of the county parks, visitors and natural resources. His main tasks include;

- Enforcing County ordinances on County park and forest lands, and the Mountain-Bay State Park Trail to include compliance checks of campsite registrations, boat launch permits, bike passes and ski passes; issues warnings and citations and investigates various complaints; performs public service functions; maintains a visible presence, responds to park visitor inquiries and checks and secures facilities.
- Performing various law enforcement functions including issuing citations, making arrests and assisting local law enforcement agencies in non-park incidents as necessary; acts as court officer for the department and represents the department in court as necessary.

Jon was deputized by the Sheriff. Moving forward officers deputized by the Sheriff will work under the Sheriff's department. Administration has approved a collaboration between the Park, Recreation & Forestry Department and the Sheriff's Department where our department will contract with the Sheriff's Department to provide a Recreation Deputy that will be housed in the PRF offices. The Recreation Deputy will be assigned solely to patrolling and monitoring the parks and forest units. Funding for the position will remain in the PRF budget under contract services.

In addition, the Sheriff's Department is requesting a second Recreation Deputy that is 80% grant funded. This deputy will complete the task required by the grants such as boat and snowmobile patrol. This position will also work in conjunction with the contracted Recreation Deputy providing additional enforcement in the county parks and forest units. Two positions working together will ensure consistent patrol on evenings, weekends and holidays.



The restructuring of the Park Ranger position to a contracted Deputy for Recreation has been approved by Administration, the Park Commission, Environmental Resources Committee and Public Safety and recommended to the Human Resources, Finance and Property Committee to be discussed on August 19, 2019.

**RESOLUTION #R-46-19**

**Resolution to Accept Donation to Construct Six Pickleball Courts at Marathon Park  
by the Wausau Area Pickleball Inc.**

WHEREAS, Marathon County is the owner of two tennis courts located in Marathon Park; and

WHEREAS, the Wausau Area Pickleball Inc. is donating funds and American Asphalt, Inc. is donating labor and materials for the construction of six pickleball courts to replace the two tennis courts at no cost to the County; and

WHEREAS, s59.52 (19) Wis. Stats., authorizes the county board to accept donations, gifts or grants for any public governmental purpose within the powers of the county; and

WHEREAS, s59.52 (29)(a), Wis. Stats., exempts public works projects from biddings requirements where materials and labor are donated; and

WHEREAS, s65.90 (5)(a), Wis. Stats., permits amendment of the budget by a 2/3 majority vote of the entire membership of the county board; and

WHEREAS, this project has been approved by the Marathon County Parks Commission, the Environmental Resources Committee; and the Marathon County CIP Committee on July 23; and

WHEREAS, at its August 19, 2019 meeting, the Human Resources and Finance and Property Committee has reviewed and approved acceptance of the foregoing donation as an amendment to the 2019 CIP budget.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors for the County of Marathon does hereby ordain and resolve to accept the donation of funds, materials, and labor for the purpose of converting two tennis courts into six pickleball courts, located in Marathon Park.

BE IT FURTHER RESOLVED, that the 2019 budget is amended to account for the acceptance of this donation and completion of this project within the current budget year.

SUBMITTED this 27<sup>th</sup> day of August, 2019.

**HUMAN RESOURCES, FINANCE AND PROPERTY COMMITTEE**

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

**ENVIRONMENTAL RESOURCES COMMITTEE**

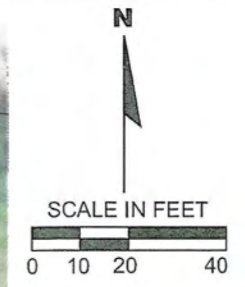
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARK COMMISSION**

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

Fiscal Impact: Value of the donations estimated to be approximately \$100,000.





EXISTING BASKETBALL COURTS



EXISTING TENNIS COURT



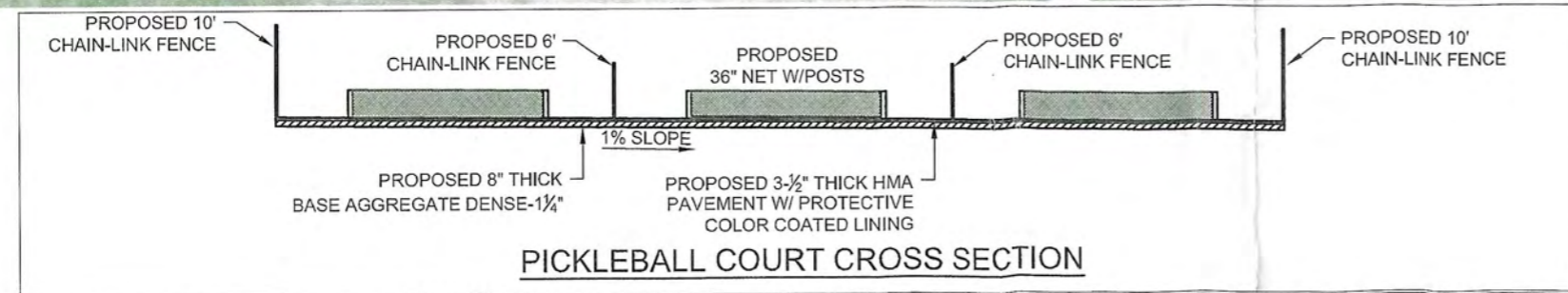
EXISTING PAVEMENT CRACKING



EXISTING ENTRANCE



EXISTING LIGHT POLES









# Capital Project Request Form

<b>Project</b>	Pickleball Courts	<b>CIP Funds Requested</b>	<b>\$100,000.00</b>
<b>Project Number</b>	<i>(Do NOT fill in – for use by F&amp;CM Department)</i>		<b>Request for Year</b> <b>2020</b>

General Instructions for completing this form:

- Enter requested information after placing the cursor (point and click) in the corresponding gray-shaded blank.
- For all but the most obvious items, more detailed instructions are available by typing the F1 key while the cursor placed on the corresponding blank.
- Each box will expand as necessary to include your text. Limits on text length are noted in the F1 instructions.
- Use the tab key to advance the cursor to the next blank; use shift/tab to move the cursor to the previous blank.
- *If this Charter form is not completed in its entirety, your request may not be ranked.*

<b>1. REQUEST INFORMATION</b>			
<b>Project Title</b>	Pickleball Court Development		
<b>Location</b>	Marathon Park		
<b>Description</b>	Reconstruct failing tennis courts into 6 pickle ball courts.		
<b>Date of Request</b>	05/02/2019	<b>Project Type</b>	Renovation/Remodel
<b>Submitted By</b>	Jamie Polley	<b>Phone</b>	715-261-1554
<b>Department</b>	Parks, Recreation Forestry	<b>Email</b>	jamie.polley@co.marathon.wi.us
<b>Has this request been approved by the appropriate standing committee or board.</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<i>Minutes of the meeting in which the funding request was approved must be submitted to F&amp;CM Dept. prior to July 1<sup>st</sup>.</i>	
<b>Has funding for this project been requested previously but not ranked high enough to be funded?</b>	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<b>If so, how many times has the request been submitted previously?</b>	3
<b>Is this request a continuation of a previously funded CIP project?</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	<b>If so, in which year was that project funded?</b>	
<b>Will this project be closed out within three years of the fiscal year in which it was funded? If not, please explain why below.</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
<b>Is this project necessary due to a federal, state, or local legal mandate? If yes, please identify the specific mandate below.</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>Will this project comply with recommendations or objectives addressed in an adopted plan (e.g. strategic plan), referendum, or study? If yes, please identify the specific plan, referendum, or study below.</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		



# Capital Project Request Form

2. PROJECT DEFINITION AND SCOPE			
<b>Project Objective(s)</b>	Provide hard court recreational opportunities primarily for the older adult population		
<b>Alignment to Departmental Mission Statement</b>	Adaptively manage our park and forest lands for natural resource sustainability while providing healthy recreational opportunities and unique experiences making Marathon County the preferred place to live, work and play.		
<b>Departmental Priority</b> (check a different priority for each project)	(High)	<b>1</b> <input type="checkbox"/> <b>2</b> <input type="checkbox"/> <b>3</b> <input checked="" type="checkbox"/> <b>4</b> <input type="checkbox"/> <b>5</b> <input type="checkbox"/> <b>6</b> <input type="checkbox"/> <b>7</b> <input type="checkbox"/> <b>8</b> <input type="checkbox"/> <b>9</b> <input type="checkbox"/> <b>10</b> <input type="checkbox"/>	(Low)
<b>Related Other Projects</b>			
<b>Alternatives Considered</b>	1. Leave failing tennis courts as is 2. 3.		
<b>Why Alternatives Listed Above Were Rejected</b>	1. Existing tennis courts will need to be removed due to condition. 2. Recreational opportunities for older adults will not occur 3.		
<b>Target Start Date</b>	6/1/2020	<b>Anticipated Completion Date</b>	September 30, 2020
<b>Project Scope Statement</b> List the major components of the project's scope of work below. Refer to documentation such as RFP's, proposals, functional specifications, etc. to set and limit the project scope.			
<p><b>"In Scope"</b> = everything the project will include to meet the requirements of the project objectives.</p> <p><b>"Not in Scope"</b> = any responsibilities, activities, deliverables, or other areas that are NOT to be funded as part of this project, even though they may have some relation to it.</p>	<p><b>In Scope:</b></p> <ul style="list-style-type: none"> <li>• Bidding</li> <li>• Demolition</li> <li>• Paving</li> <li>• Fencing</li> <li>• Nets</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul>	<p><b>Not in Scope:</b></p> <ul style="list-style-type: none"> <li>• Landscape renovation</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul>	

3. PROJECT RISK FACTORS	
<b>Assumptions</b>	Asphalt and steel pricing remain constant
<b>Dependencies</b>	Support of the Pickleball community
<b>Constraints</b>	Events in the park, weather





# Capital Project Request Form

4. PROJECT COST			
Estimated Cost Components		Cost Allocation Per Fiscal Year	
Preliminary Design or Study	\$0.00	If project funds can be allocated over more than 1 year, please indicate the amount to be allocated for each year below:	
Final Design and Engineering	\$0.00		
Land Acquisition	\$0.00	Fiscal Year 2020	Amount \$100,000.00
Construction	\$100,000.00	Fiscal Year	Amount \$0.00
Equipment/Furnishings	\$0.00	Fiscal Year	Amount \$0.00
Other:	\$0.00	Fiscal Year	Amount \$0.00
Miscellaneous Costs	\$0.00	Fiscal Year	Amount \$0.00
<b>Project Budget</b> (total of estimated cost components)	<b>\$100,000.00</b>	←----- (sum of above should equal) -----!	
Is this project to be funded entirely with CIP funds?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If not, list below any other (non-CIP) funding sources for this project			<b>Funding Amount</b>
<ul style="list-style-type: none"> <li>Pickleball Organization</li> <li></li> <li></li> </ul>			\$100000.00
			\$
			\$
<b>Total CIP Funding Requested</b>		<b>\$0.00</b>	

5. ASSET LIFE, RECURRING COSTS, AND RETURN ON INVESTMENT		
If an existing asset (facility or equipment) is being renovated or replaced, what is the age of the existing asset in years?	25	
Expected service life (in years) of the existing asset, based on applicable industry standards?	20	
Estimated Service Life of Improvement (in years)	20	
Future Estimated Recurring Costs	Annual Operating Costs	\$0.00
	Annual Maintenance Costs	\$500.00
	Other Non-Capital Costs	\$0.00
	<b>Total Recurring Costs</b>	<b>\$500.00</b>
Estimated Return on Investment (in years)		





# Capital Project Request Form

## 6. OPERATING COST IMPACT

**Will this project lead to a reduction in personnel or maintenance costs? If yes, please explain below.**

Yes  No

annual patching and repair will be reduced for several years due to new surfacing

**Will this project lead to increased efficiency or productivity? If yes, please explain below.**

Yes  No

Current tennis courts are unusable, pickleball courts will make great use of the area

**Will this project provide an additional revenue generating opportunity? If yes, please explain below.**

Yes  No

9 pickleball courts in one area provide a site for pickleball tournaments where entry and court fees will be charged



# Capital Project Request Form

7. ECONOMIC AND PUBLIC BENEFIT	
Does this project have the potential to promote economic development county-wide? If yes, please explain below.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does this project have the potential to promote economic development within a specific area of the county? If yes, please explain below.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Expansion of the pickle ball courts will allow for regional tournaments to be held at Marathon Park.	
Will this project result in an increase of long-term jobs within the county? If yes, please explain below.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does this project enhance or increase recreational opportunities and/or green space? If yes, please explain below.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Active recreation targeted to older adults	
Does this project contribute toward improved transportation efficiency? If yes, please explain below.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does this project impact the quality of life of the general county population? If yes, please explain below.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does this project impact the quality of life of a specific demographic within the county? If yes, please explain below.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Active recreation targeted to older adults	
Does this project enhance or increase cultural or educational opportunities? If yes, please explain below.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pickleball provides an multigenerational experience and can teach team work and life skills	
Does this project contribute toward improving the wellness of Marathon County Citizens? If yes, please explain below.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Active recreation targeted to older adults and is a sport that can be enjoyed by all ages	

8. RELATED DOCUMENTS
<i>List below any attached documentation including estimates, studies or plans, photographs, standing committee or board minutes, etc. that supports this project request.</i>
<ul style="list-style-type: none"> <li>• Photographs</li> <li>• Approved by CIP Committee on July 23<sup>rd</sup> and recommended to the Human Resources, Finance and Property Committee</li> <li>• Approved by Park Commission July 30<sup>th</sup> and ERC August 1<sup>st</sup> and recommended to the Human Resources, Finance and Property Committee</li> </ul>

## Request for Additional Services

Purpose: The Wausau & Marathon County Parks, Recreation, and Forestry Department has a desire to always provide high quality recreational services and facilities. With restricted financial and personnel resources the Department needs a process to evaluate requests for additional services. Additional services being defined as additions to programs and facilities or new programs and facilities.

In order to fully evaluate and stimulate thought on the complete aspects of additional services, please provide the Department with a request that includes the following (all items may not pertain and may not be known by requestor):

- Please describe program or facility where additional services are being requested.

The pickleball courts at Marathon Park.

- Please describe additional services/facility being requested.

We propose to increase the number of courts to 9 by adding an additional 6 courts.

- Why do you think this additional service/facility is needed?

At this time we often have 30 to 40 people showing up to play on a space that can only accommodate 12 people. With the addition of 6 more courts, all players could play.

- What exactly is being asked of the Department (funding, maintenance, construction)?

The Wausau Area Pickleball club is prepared to donate the construction and materials for all 6 courts. We are asking the park department to install the net posts, nets and care for the courts seasonally (take down the nets in late fall and put them back up in spring).

- What are the total costs for the additional services/facilities (not only initial costs but future costs)?

Unknown. The costs involve only the labor involved in installing the net posts and maintenance.

- How would it be funded (what is the County/City being asked to contribute, what is the group willing to contribute, grants, donations, etc.)?

Wausau Area Pickleball has secured funding for this project through individual donations, and grants.

- Who will provide maintenance in the future (will it be turned over to the Department upon completion, will there be maintenance funds put aside, group to provide some maintenance, who repairs damage, etc.)?

The Wausau Area Pickleball club will turn the facility over to the county. Maintenance on courts should be minimal. If major repairs need to be made, the club may be willing to assist financially.

- What are the expectations of the County/City once it is complete?

Seasonal care of the nets (taking them down and storing them for winter and putting them back up in the spring).

- What is the timeline for completion?

We hope to have the asphalt in by the end of August. The timeline for the finished project is dependent on whether or not we can get on the schedule to have the courts lined and painted. It is our hope to have this project completed by October 2019.

Pkdata/PKforms/p667RequestforAdditional Services



Wausau & Marathon County  
**Parks, Recreation  
& Forestry**

**RESOLUTION #R- 47 -19**

**SPECIAL ELECTION NOT ORDERED TO FILL MARATHON COUNTY CLERK VACANCY,  
EFFECTIVE SEPTEMBER 13, 2019**

**WHEREAS**, Marathon County Clerk, Nan Kottke, has tendered her resignation to the Marathon County Sheriff and the Marathon County Board of Supervisors, effective Friday, September 13, 2019, pursuant to § 17.01(7), Stats.; and

**WHEREAS**, to § 17.21(3), Stats., empowers the County Board to appoint a successor to fill the vacancy “for the residue of the unexpired term unless a special election is ordered by the County Board, in which case the person appointed shall serve until his or her successor is elected and qualified;” and

**WHEREAS**, because the resignation is effective September 13, 2019, a special election, if ordered, would take place during the April Election in 2020; and

**WHEREAS**, at its meeting of August 13, 2019, the Executive Committee has reviewed this matter and has voted to place before the board a resolution declining to order a special election.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Marathon does hereby determine that it shall NOT order a special election to fill the vacancy created by the resignation of the County Clerk, Nan Kottke, which will be effective September 13, 2019.

**BE IT FURTHER RESOLVED** that the County Board Chairman is hereby authorized to conduct recruitment and to nominate a qualified person to fill the vacancy for approval by the County Board pursuant to law.

**BE IT FURTHER RESOLVED** that the appropriate Marathon County Officers are hereby directed and authorized to execute the terms of this Resolution.

Dated this 27<sup>th</sup> day of August, 2019.

**EXECUTIVE COMMITTEE**

_____	_____
_____	_____
_____	_____

Fiscal Impact: None

**RESOLUTION #R-48-19**

**MARATHON COUNTY CONTROLLED ACCESS RIGHTS,  
COUNTY ROAD R, TOWN OF RIB MOUNTAIN**

**WHEREAS**, Marathon County maintains county authority to control highway access rights; and

**WHEREAS**, Marathon County recognizes the need to maintain proper and safe road access; and

**WHEREAS**, Marathon County has purchased the access rights along County Road “R”, more specifically Parcels 5 and 9 as shown in R/W Project Number 6675-00-01 on plat sheet 4.5, dated July 8, 2002; and

**WHEREAS**, Wisconsin State Statute 83.027(13) states “A controlled-access highway shall remain such until vacated by the order of county board”;

**WHEREAS**, the Marathon County Infrastructure Committee has approved moving the release of access rights from the current locations in R/W Project Number 6675-00-01 to new locations that are approximately 455’ and 996’ southeast of Snowflake Lane on the above referenced properties;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Marathon does hereby ordain as follows: To move its release of the access rights from their current locations as shown on R/W Project Number 6675-00-01 sheet 4.5 for parcels 5 & 9 to new locations approximately 455’ and 996’ southeast of Snowflake Lane; and

**BE IT FURTHER RESOLVED** the access shall remain with the parcels with subsequence owners; and

**BE IT FURTHER RESOLVED** that the landowners shall be responsible for any costs associated with said access, including, but not limited to; curb and gutter, pedestrian ramps and required appurtenances, utilities, multi-use trail and all current and future maintenance costs.

Date: August 27, 2019.

**SUBMITTED BY MARATHON COUNTY INFRASTRUCTURE COMMITTEE**

\_\_\_\_\_  
John Robinson, Chairman

\_\_\_\_\_  
Thomas Suebert

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

\_\_\_\_\_  
Richard Gumz

\_\_\_\_\_  
Sandi Cihlar

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

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

**Fiscal Impact: None.**



2" I.P.  
Y = 186,208.9566  
X = 273,588.8679

Relocate "FUTURE TOWN ROAD" 996' southeast of Snowflake Lane

Eliminate proposed future access point

Snowflake Lane (Formerly Cloverland Lane)

Future Town road or improved access location upon development of Parcel 9.

Existing access point allowed to remain in its current location until future improved access is constructed at northern property line.

CURVE 3  
PI = 5+52.82  
Y = 187,501.4653  
X = 274,089.8053  
Δ = 27°15'20" (LT)  
R = 99.69'  
D = 57°28'18"  
T = 24.17'  
L = 47.42'

NOTE: ACCESS ALONG U.S.H. 51/S.T.H. 29 CONTROLLED UNDER PROJECT T05-3(14)

ROAD NAME	BASIS OF EXISTING R/W	YEAR
CLOVERLAND LN	CSM# 10649, CSM# 13-38, CSM# 4166	1999, 1973, 1986
U.S.H. 51/HUMMINGBIRD LANE	RELOCATION PROJECT *	1959

\*THE WEST R/W LINE OF U.S.H. 51 WAS ESTABLISHED FROM MONUMENTS FOUND ALONG HUMMINGBIRD LANE.

LEVELS ON - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63

REVISION DATE 12-12-2002 1-19-2004	DATE 7-8-2002	SCALE, FEET 0 50 100	HWY: WEST ARTERIAL	CONSTRUCTION PROJECT NUMBER	PS&E SHEET NO: 4.
	GRID FACTOR N/A		COUNTY: MARATHON	STATE R/W PROJECT NUMBER 6675-00-01	PLAT SHEET NO: 4.5





### Legend

- Culvert\_IDs\_County
- Bridge Numbers
- Parcels
- Land Hooks
- Section Lines/Numbers
- Municipalities
- 2015 Orthos
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



Proposed Revised Access Locations

Existing residential driveway to be removed when northern improved access is constructed

Access Locations Previously Approved (2002)

152.40 0 152.40 Feet



NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes



Ronald Wimmer  
4202 Hummingbird Road  
Wausau, WI 54401  
August 20, 2019

James Griesbach  
Highway Commissioner  
Marathon County Highway Department  
1430 West Street  
Wausau, WI 54401

Dear Mr. Griesbach:

I am writing to confirm my support for relocating the access points on County Road R from the locations illustrated in the 2002 plat to new locations approximately 455' and 996' from Snowflake Lane. The northern access point would provide access to my existing property and the southern access would provide access for development proposed by RBMTN LLC.

In the event I would further subdivide or develop my property at 4202 Hummingbird Road, the existing residential driveway will be removed and a commercial driveway or public street will be constructed at the northern edge of my property; approximately 455' from Snowflake Lane.

Sincerely,

A handwritten signature in cursive script that reads "Ronald Wimmer".

Ronald Wimmer