



**OFFICE OF NAN KOTTKE
COUNTY CLERK
MARATHON COUNTY**



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

ADJOURNED ORGANIZATIONAL MEETING

THE ADJOURNED ORGANIZATIONAL MEETING of the Marathon County Board of Supervisors, composed of thirty-eight (38) members, will convene at the Marathon County Courthouse, Assembly Room, 500 Forest Street, Wausau, on Tuesday, August 27, 2019, at 7:00 p.m. to consider the following matters:

A. OPENING OF SESSION:

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

B. EDUCATION PRESENTATIONS / REPORTS:

7. Progress Report on 2019 Administrative Work Plan – Administrator Karger

C. CONSENT AGENDA:

8. Approval of minutes from the July 18 & 23 and August 8, 2019 meetings
9. Referral of bills and communications to respective committees
10. Authorizing the Clerk to issue orders, bills and claims from the last session through this session
11. Appointments:
 - a) Park Commission
 - b) Central Wisconsin Economic Development Board of Directors
12. Denial of Claim:
 - a) Samy Abadeer
13. Adoption of Resolutions:
 - a) County Board of Supervisors:
 1. Changes in Supervisory District Boundaries Resulting from City of Mosinee Annexation #R-40-19
 - b) Environmental Resources Committee:
 1. Approval of Town of Emmet Local Zoning Ordinance Amendment #R-43-19

RESOLUTIONS

D. COUNTY BOARD OF SUPERVISORS:

14. To Approve Agreement and Release of Potential Claims by Administrator #R-41-19
MOTION TO GO INTO CLOSED SESSION: The Board will consider a motion to convene in closed session pursuant to Wis. Stat. sec. 19.85(1)(e) “[d]eliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session” and Wis. Stat. sec. 19.85(1)(g) “[c]onfering with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved,” to discuss, with legal counsel present by telephone, the tentative resolution of a potential claim against the county by an employee over which the Board has authority.

The Board will reconvene in open session immediately following the closed session and take action, if needed, on any matter discussed in closed session including, without limitation, ratification of a tentative resolution.

15. 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

- E. FORESTRY / RECREATION COMMITTEE, ENVIRONMENTAL RESOURCES COMMITTEE, AND HUMAN RESOURCES, FINANCE, AND PROPERTY COMMITTEE:
 16. Purchase of Kerswill Property for County Forest #R-44-19
 17. 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

- F. HUMAN RESOURCES, FINANCE, AND PROPERTY COMMITTEE, ENVIRONMENTAL RESOURCES COMMITTEE, AND PARK COMMISSION:
 18. Resolution to Accept Donation From the Wausau Area Pickleball Inc. to Construct 6 Pickleball Courts at Marathon Park #R-46-19

- G. EXECUTIVE COMMITTEE:
 19. Special Election Not Ordered to Fill Marathon County Clerk Vacancy, Effective September 13, 2019 #R-47-19

- H. INFRASTRUCTURE COMMITTEE:
 20. Marathon County Controlled Access Rights, County Road R, Town of Rib Mountain #R-48-19

- I. ORDINANCES:
 21. To Create Sec. 2.05(XX) County Administrator Recruitment Task Force #O-15-19

- J. MISCELLANEOUS BUSINESS
 22. Announcements or Requests
 23. Motion to Adjourn

WITNESS: My signature this 27th day of August, 2019

Nan Kottke
Marathon County Clerk

NOTE: The next meeting of the County Board will be the Educational Meeting on Thursday, September 12, 2019. The Business Meeting will be on Tuesday, September 17, 2019. Both meetings will be held at 7:00 p.m. in the Assembly Room of the Courthouse.

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



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




COUNTY ADMINISTRATION 2019 WORK PLAN


July 26, 2019

EXTENSION, EDUCATION AND ECONOMIC DEVELOPMENT


Activity	What We have Already Done	Outcomes	Time Line	Progress	Progress
1. Evaluate the pool and fieldhouse at UWSP-Wausau to determine their relevance going forward with new educational models including more online and non-traditional students.	<ul style="list-style-type: none"> ▪ Identified the need to challenge prior spending patterns. ▪ The County Board has been presented with capital improvement projects for the UWSP-Wausau pool and fieldhouse. 	<ul style="list-style-type: none"> ▪ Determine the benefit of the recreational facilities where many of the future students will be online and/or non-traditional. ▪ Position the school facilities to match future needs. ▪ 1970 agreement with UW is updated to clarify roles, goals, decision-making authority and financial responsibilities. 	<ul style="list-style-type: none"> ▪ Report presented to the EEECD Committee by 4-1-2019. ▪ Decision made by the County Board on the immediate capital request by 7-1-2019. 		<ul style="list-style-type: none"> • Extension, Education and Economic Development Committee toured the facility. • EEECD decided that both the pool and field house need to be retained to keep UWSP-Wausau vital. • Parks Department is tasked with opening the pool to public use. • All previously approved capital improvements involving the pool and fieldhouse are underway.
2. Expand Broadband Access in Marathon County with an emphasis on business development and the currently underserved rural areas.	<ul style="list-style-type: none"> ▪ Hired a part-time UWEX Educator to focus almost exclusively on broadband expansion. ▪ Conducted a focus group which confirmed the importance of 	<ul style="list-style-type: none"> ▪ EEED Standing Committee prepares policy recommendation for the County Board which clarifies: <ul style="list-style-type: none"> – A process for determining priority areas for expansion. – The extent to which the County is willing 	<ul style="list-style-type: none"> ▪ The EEECD Standing Committee presents its policy recommendation to the County Board by the board's October meeting. ▪ County Board 		<ul style="list-style-type: none"> • RFP Conducted and Vendor Selected to Conduct a Broadband Study is completed. • Design Nine of Blacksburg, VA selected. • Community meetings were conducted to evaluate assets and demand. • Final recommendations

	broadband expansion to business expansion and the ability of employers to retain talent.	to incentivize/ subsidize a private provider.	considers and adopts a broadband expansion policy by its December meeting.		<p>expected to include a fiber ring around Marathon County.</p> <ul style="list-style-type: none"> • Substantial increase in the State Budget for broadband grants. • Final report expected prior to the end of the calendar year.
3. Work with the UW Officials to increase the student population at the Wausau Campus	▪	▪	▪		<ul style="list-style-type: none"> • Participated in orientation days for Wausau Middle School Students. • Promoted UWSP-Wausau in Wisc. Central Time eNews. • Working with school executive to update the physical surroundings. • Student housing is an impediment to progress.



ENVIRONMENTAL RESOURCES

4. Implement a Marathon County POWTS Loan Fund to mirror the benefits and requirements of the State Wisconsin Fund.	<ul style="list-style-type: none"> ▪ Set aside funds from the Environmental Impact Fund for this purpose. ▪ Preliminary talks with MCDEVCO about administering the fund. 	<ul style="list-style-type: none"> ▪ Seamless continuation of the benefits of the Wisconsin Fund after the State fund is no longer funded. 	<ul style="list-style-type: none"> ▪ Residents experience no delay or loss of benefit during the transition from a State plan to a County plan. 		<ul style="list-style-type: none"> • The State Wisconsin Fund ends at the end of 2019. • Our administrative plans and the funding is in place for a seamless transition to a County program.
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EXECUTIVE COMMITTEE


Activity	What We have Already Done	Outcomes	Time Line		Progress
5. Oversee the Standing Committee Review of Programs in their Sphere of Influence.	<ul style="list-style-type: none"> ▪ Committed ourselves to looking for areas where we could live with less county funding or more outside revenue. 	<ul style="list-style-type: none"> ▪ Each Standing Committee comes up with something, even if it is small, that they think we could do less of or generate more outside revenue for in 2020. 	<ul style="list-style-type: none"> ▪ Ready for the 2020 budget. 		<ul style="list-style-type: none"> • Suggestion of a Cost Recovery Policy is supported by the executive Committee and Public Safety Committee.

HEALTH AND HUMAN SERVICES

Activity	What We have Already Done	Outcomes	Time Line		Progress
6. Renovate the NCHC Campus	<ul style="list-style-type: none"> ▪ Conceptualized a campus renovation that can cash flow. ▪ Borrowed money for the renovation. ▪ Engaged an architectural firm to design the renovation. 	<ul style="list-style-type: none"> ▪ Design completed by 10-31-2019. 	<ul style="list-style-type: none"> ▪ Construction on the main areas ready to start early in the year 2020. 		<ul style="list-style-type: none"> • .Neighborhood concerns addressed. • FAA height restrictions resolved. • City permits in place. • Design is underway.
7. Construct a New Aquatic Therapy Pool	<ul style="list-style-type: none"> ▪ Nearly set a world record for time we talked about the need for a new pool and how the cost should be shared. ▪ Raised private money to fund half the project cost. 	<ul style="list-style-type: none"> ▪ Vast majority of the people and organizations who funded the project are satisfied, if not delighted, by the new facility. 	<ul style="list-style-type: none"> ▪ Aquatic therapy pool opens by 12-31-2019 with a Grand Opening 		<ul style="list-style-type: none"> • Groundbreaking ceremony is on August 5. • Pool users seem to love the design!

HUMAN RESOURCES, FINANCE AND PROPERTY



Activity	What We have Already Done	Outcomes	Time Line		Progress
8. Create a long term facilities plan.	<ul style="list-style-type: none"> ▪ Started the renovation of NCHC. ▪ Seem to have reached consensus that an expanded jail facility is needed. ▪ Have identified an opportunity and need to move the Highway and Parks Shops. 	<ul style="list-style-type: none"> ▪ Policy-makers prioritize projects and align around a time line for addressing each. 	<ul style="list-style-type: none"> ▪ Presented to the County Board as part of the 2020 budget message. 		<p>Plan is underway. Here are some highlights:</p> <ul style="list-style-type: none"> • NCHC Campus Renovation, \$73,000,000 (19-22) • Forensic Science Center, \$3,100,000 (21-23) • Highway and Parks Shop, \$37,100,000 (23-28) • Jail and Courthouse, \$100,000,000(24-29)
9. Develop a policy for funding Capital Improvements.	<ul style="list-style-type: none"> ▪ Utilized a funding plan that relied primarily on unspent funds from a prior year to fund capital projects. ▪ Just recently started borrowing for capital projects. 	<ul style="list-style-type: none"> ▪ Stable funding policy that meets the county's needs. ▪ Amount of debt incurred is within arrange the County Board finds acceptable. 	<ul style="list-style-type: none"> ▪ Policy in place for the 2020 budget. 		
10. Develop A Compensation Policy for Advancing Top Performers Quickly to Mid-Point	<ul style="list-style-type: none"> ▪ Dept. Heads and the CWA Board have expressed frustration with underfunding of the performance-based pay plan 	<ul style="list-style-type: none"> ▪ An affordable plan which rewards top performers under the mid-point of their salary range. 	<ul style="list-style-type: none"> ▪ Better job satisfaction and better retention of top performers. 		<ul style="list-style-type: none"> • Proposed a policy change that might group the Airport Manager and the Library Director with the other department heads for determining pay increases. • Funds for top performers will be set aside in the 2020 budget.
11. Create a funding plan for non-profits currently funded by	<ul style="list-style-type: none"> ▪ The issue was flagged in the 2019 budget. 	<ul style="list-style-type: none"> ▪ The County Board has a full understanding of how 	<ul style="list-style-type: none"> ▪ New process for determining funding for non- 		<ul style="list-style-type: none"> • Non-Profit Funding Requests Ranked (Most in Q4, two in Q3)

<p>the County.</p>	<ul style="list-style-type: none"> County Board Members have discussed this issue for 20+ years. 	<p>the current allocations are used and what will be lost if reductions are implemented.</p> <ul style="list-style-type: none"> A County Board adopted set of criteria is applied when evaluating funding requests from non-profits. Status quo no longer accepted as the basis for continued funding. 	<p>profits is incorporated into the 2020 budget.</p>		<ul style="list-style-type: none"> New Requests for Funding Non-Profits Approved or Being Considered by Standing Committees: Civil Court Mediation \$15,000 Homeless Teen Shelter (KATS)\$50,000 Literacy Education (McLit) \$45,000
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<p>12. Conduct educational reports for the County Board on financial issues and concepts before the budget is presented in November.</p>	<ul style="list-style-type: none"> We have talked about the need/opportunity to close the gap among County Board Members in understanding the financial decisions/issues that confront the County. 	<ul style="list-style-type: none"> All County Board Members have sufficient understanding of financial concepts, terms and our current financial position to discuss the budget at a high level. 	<ul style="list-style-type: none"> Financial literacy education is completed prior to the November budget discussion. 		
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INFRASTRUCTURE

Activity	What We have Already Done	Outcomes	Time Line		Progress
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<p>13. Expand Broadband to communities and neighborhoods currently underserved</p>	<ul style="list-style-type: none"> ▪ Hired part-time UWEX Educator to coordinate broadband expansion. ▪ The focus of this work is more on answering the “how” than the “what” question. 	<ul style="list-style-type: none"> ▪ Broadband expansion infrastructure is incorporated into the long term road and bridge plan. 	<ul style="list-style-type: none"> ▪ Plan ready for adoption by year end, December County Board Meeting. 		<p>See item\ #2 above.</p>
<p>14. Develop a long term plan for road and bridge reconstruction.</p>	<ul style="list-style-type: none"> ▪ The Infrastructure Committee has a plan which is not well known or understood by the full County Board. 	<ul style="list-style-type: none"> ▪ An updated plan might take into account changes in technology, agriculture, and supports needed for all kinds of digital technology. 	<ul style="list-style-type: none"> ▪ The plan is ready for presentation at the County Board’s December meeting. 		<ul style="list-style-type: none"> • Demand for all season road grows. • Demand for roads designed to accommodate bicycles grows. • Increased costs and new demands seem to require that road usage be added to the formula for determining road upgrades.

PUBLIC SAFETY

Activity	What We have Already Done	Outcomes	Time Line		Progress
<p>15. Complete Implementation of Uniform Addressing</p>	<ul style="list-style-type: none"> ▪ 2/3 of the implementation is done. ▪ In litigation with the Town of Rib Mountain over the County’s authority to impose uniform addressing. 	<ul style="list-style-type: none"> ▪ Excellent communication with impacted residents. 	<ul style="list-style-type: none"> ▪ Implementation fully completed by 9-1-2019. 		<ul style="list-style-type: none"> • Almost all communities complete with the exception of Rib Mountain. • In light of Supreme Court ruling we are going ahead with Rib Mountain. • All addresses in Rib

					Mountain will use flag style sign placed adjacent to the roadway.
16. Raise Revenues at the Shelter Detention Facility	<ul style="list-style-type: none"> ▪ Evaluated the financial performance of the facility and found an opportunity to increase revenues. ▪ Made opening another police channel contingent on the new revenues raised. 	<ul style="list-style-type: none"> ▪ The facility fills 16 beds out of its 20 bed capacity. 13 from other counties. ▪ The cost per child should be the same or less for Marathon County kids as it is for kids from other counties. 	<ul style="list-style-type: none"> ▪ Ready in time for the 2020 budget. 		<ul style="list-style-type: none"> • Public Safety Committee approved an increase in fees. • Overall, the revenue situation has not improved. • Consideration of facility closure is complicated by the possibility of 17 year olds being returned to the juvenile justice system.
17. Open an Additional Police Communications Channel	<ul style="list-style-type: none"> ▪ Committed ourselves to opening another police channel with new revenues generated by Secure Detention or savings generated by closing Secure Detention. ▪ Need has been established. 	<ul style="list-style-type: none"> ▪ Police communications operate to enhance officer and public safety. 	<ul style="list-style-type: none"> • Fully implemented during the 2019 budget year. 		<ul style="list-style-type: none"> • Sufficient savings in out-of-county jail inmates to support the hiring of two dispatchers in 2019. • Plan to fund four more dispatcher positions in the 2020 budget.
18. Create partnerships to fund facility costs of a new Regional Morgue and to share the operation cost risk.	<ul style="list-style-type: none"> ▪ Started a feasibility study. ▪ Learned that the Regional Morgue can cover its operational costs but not its capital costs. ▪ Recently learned that its primary facility cost estimates were too high if we remodel 	<ul style="list-style-type: none"> ▪ Special Task Force adopts a business plan for the Public Safety Committee and County Board to consider that includes partnerships that share the capital costs and the risk that operational costs exceed projections or that revenue do not meet projections. 	<ul style="list-style-type: none"> ▪ The County Board determines whether we are going to go forward with the Task Force's plan by their October meeting. 		<ul style="list-style-type: none"> • Plans and financial projections seem to indicate that facility can generate sufficient revenue to support operational costs. • Meetings with health care providers, medical school and foundations, looking for ideas to fund the capital investments

	the area that previously housed the aquatic therapy pool.				needed.
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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 27th day of August, 2019.

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

Nan Kottke
Marathon County Clerk



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

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,

Sandi Linnquist
Liability Claim Representative
Wisconsin Municipal Mutual Insurance Company
(608) 245-6892
slinnquist@wmmic.com



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

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
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



MEMORANDUM

TO: Scott M. Corbett, Corporation Counsel
FROM: Nan Kottke, County Clerk 
DATE: July 12, 2019
RE: Claim, Samy Abadeer

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. 4th 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

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 27th 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 26th, 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

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:

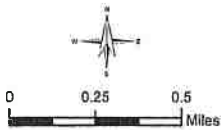
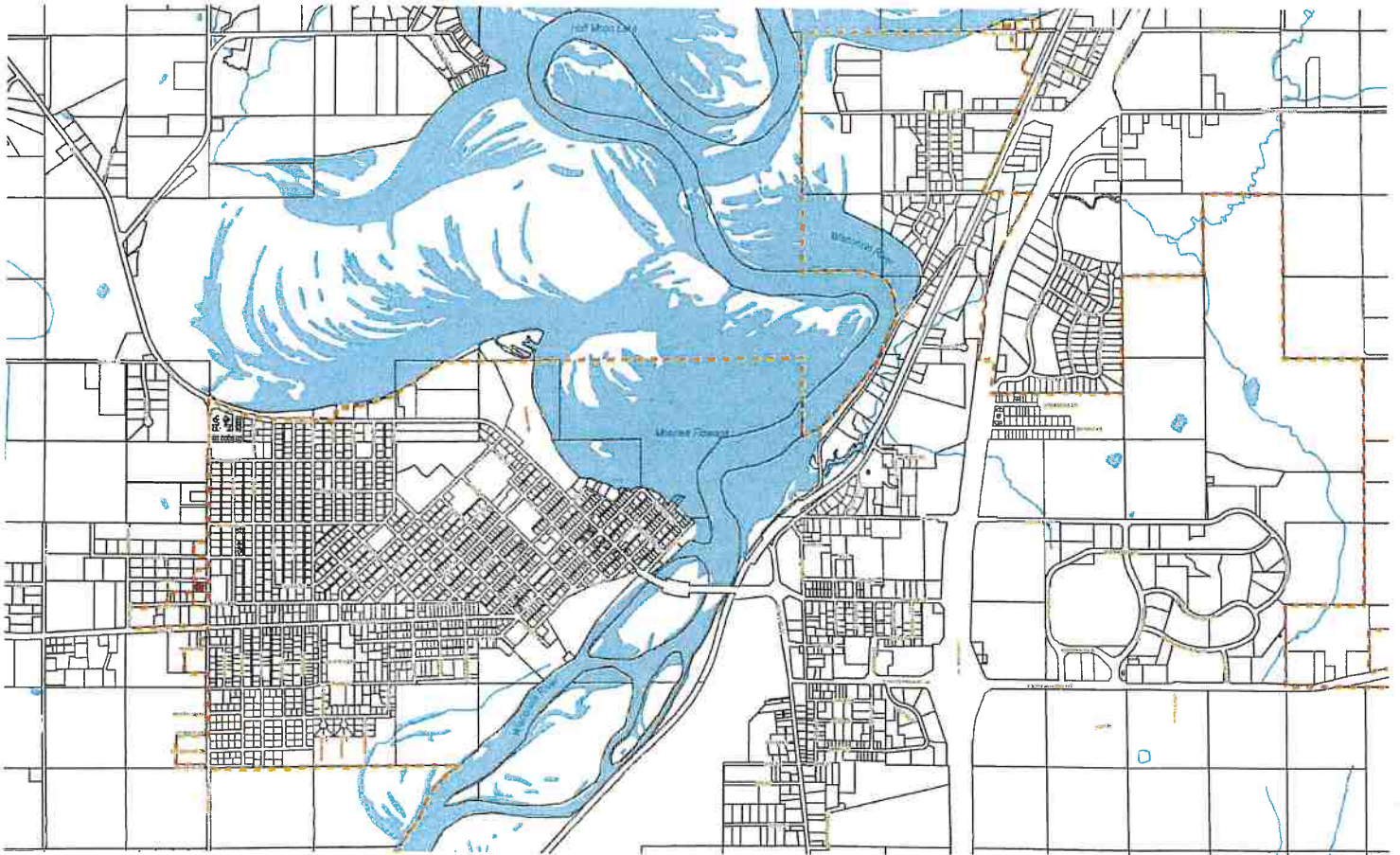
- Step 1:** Notify the County Clerk & Wisconsin Elections Commission of annexation. (State Law also requires the annexation to be filed with the County Register of Deeds and the Wisconsin Department of Administration.)
- Step 2:** Send completed EL-100 Form & copy of signed ordinance authorizing the 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:

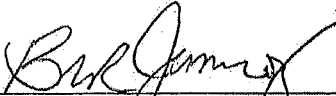
*That Part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 25, Township 27 North, Range 6 East, Town of Mosinee, Marathon County, Wisconsin; more particularly described as follows: Commencing at the East 1/4 corner of said Section N 25; Thence S 0°04'31" W along the East line 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 8th day of July, 2019.



Brent Jacobson, Mayor



Attest: Bruce R. Jamroz, City Clerk/Treasurer

TAYLOR	LINCOLN
HALEY	NEWITT
KEEN	WINE TEXAS
HULTON	STEELE
JULIUS	WERCYS
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

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.

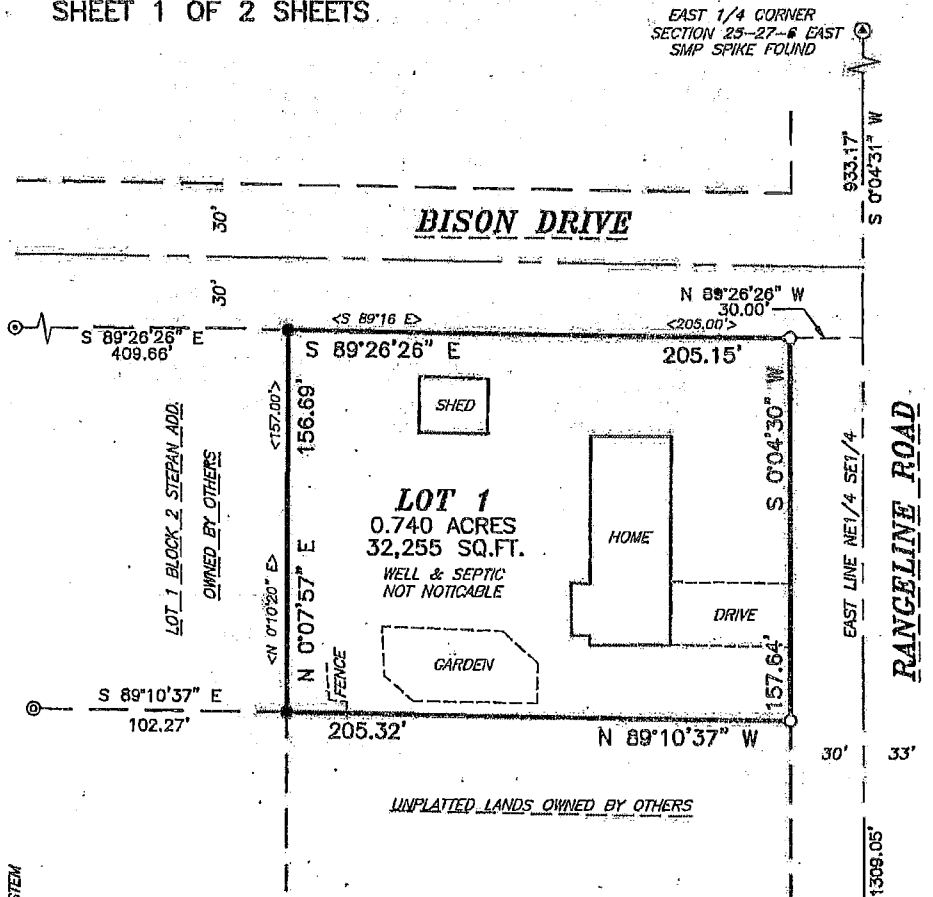
VREELAND ASSOCIATES, INC.
 6103 DAWN STREET WESTON, WI. 54476
 PH (715) 241-0947 OR FAX 715-241-9826
 tim@vreelandassociates.us

OWNER: **WILLIAM MALISZEWSKI TRUST**

FILE #: M-603-19

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

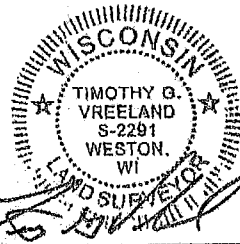
SURVEYORS CERTIFICATE

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 #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.

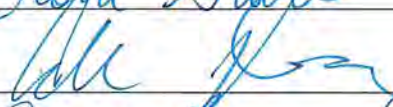
NOW, THEREFORE BE IT RESOLVED, that the Marathon County Board of Supervisors hereby approves the amendment to the Town of Emmet Zoning Ordinance and/or Zoning map as attached and made part of this record, all of which to be filed with the Marathon County Clerk.

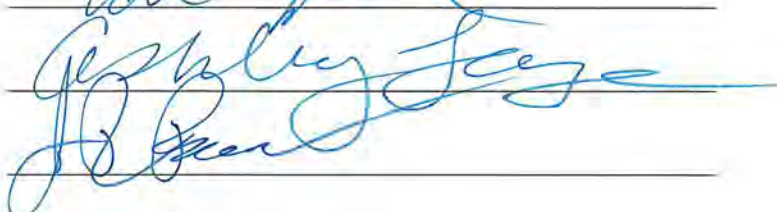
Dated this 1st day of August, 2019.

ENVIRONMENTAL RESOURCES COMMITTEE



VICE Chair






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
5th 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
Extra Copies _____
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 Beumann
Melton M. Maguire

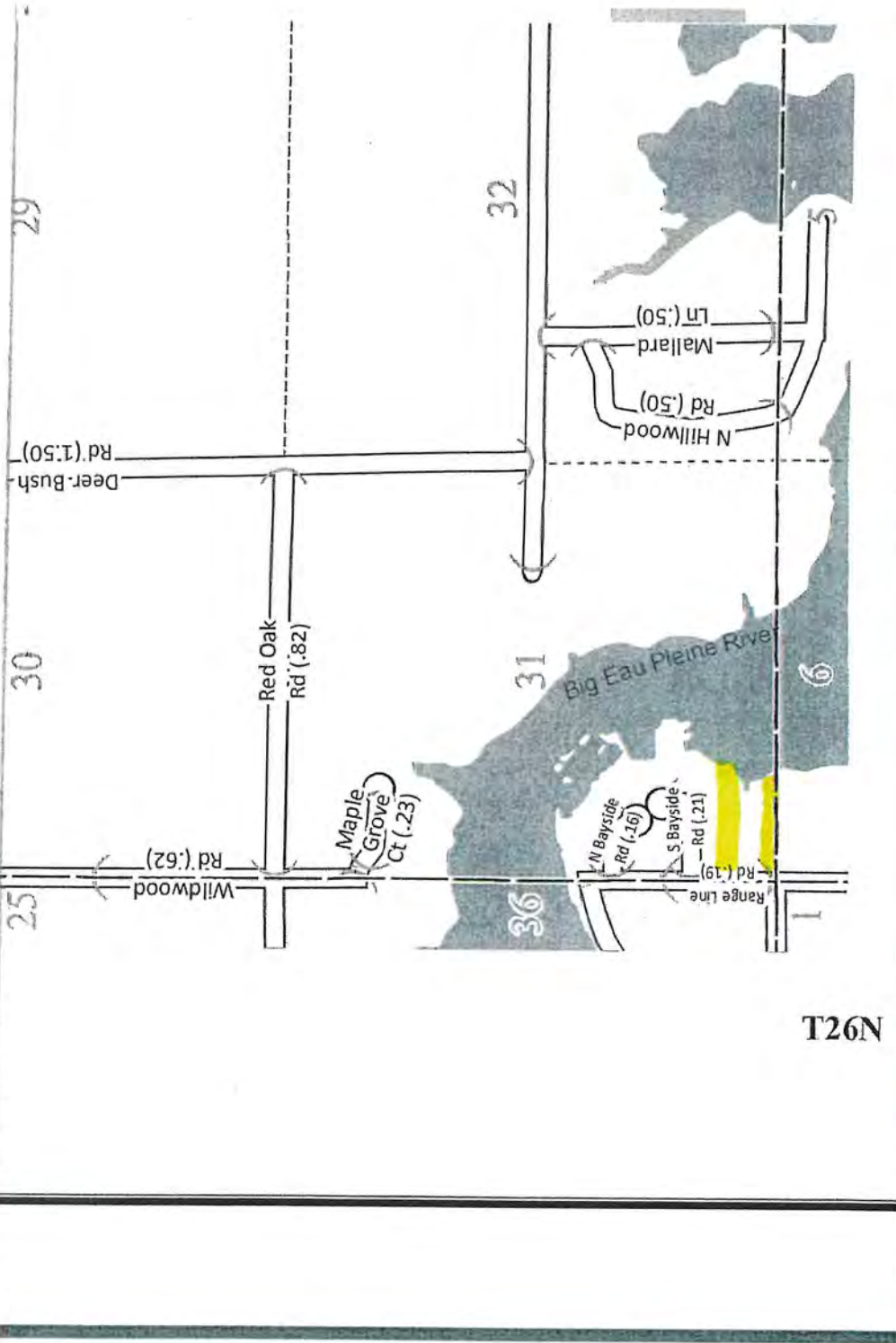
CERTIFICATION

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



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 27th 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.

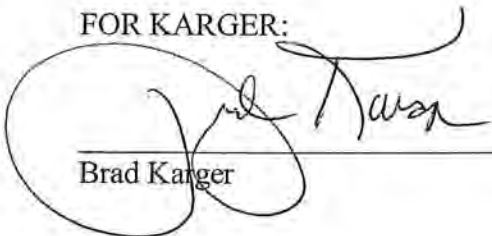
7. With full knowledge and understanding of the contents of this Agreement and Release of Claims, Karger voluntarily enters into this agreement and does so without having relied on any statement or representation by the County or its representatives.

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

Report of Independent Counsel to the Marathon County Board Regarding the Conduct of the Marathon County Administrator¹

**von Briesen & Roper, s.c.
August 3, 2016**

I. Scope of Review & Methodology

On June 3, 2016, the law firm of von Briesen & Roper, s.c. (“von Briesen”), was engaged by the Marathon County Board, through its Executive Committee, as Independent Counsel (“IC”) to conduct an independent and privileged investigation (the “Investigation”) of the conduct of Brad Karger (“BK”), the Marathon County Administrator, related to the Dylan Yang “peace march” on May 31, 2016, in Wausau, Wisconsin, and matters related thereto. The march was organized in response to a March 18, 2016, Marathon County jury verdict that found Dylan Yang (now aged 16) guilty of first-degree reckless homicide when, on February 27, 2015, he stabbed 13-year-old Isaiah Powell in the back with a 14-inch butcher knife.

Over the course of the investigation, the IC conducted interviews of the following officials and employees of Marathon County and the Wausau Police Department:

- Captain Matt Barnes, Wausau Police Department
- Deb Hager, Marathon County Deputy Administrator
- Chief Jeff Hardel, Wausau Police Department
- Ken Heimerman, Marathon County District Attorney
- Kurt Gibbs, Chair of the Marathon County Board
- Brad Karger, Marathon County Administrator
- Shirley Lang, Marathon County Clerk of Courts
- Frank Matel, Marathon County Director of Employee Resources
- Lesli Pluster, Marathon County District Attorney’s Office
- Scott Parks, Marathon County Sheriff
- Theresa Wetzsteon, Marathon County Deputy District Attorney

In addition to various background documents provided by the interviewees, IC was provided with portions of BK’s county email account (emails dating back to March 1, 2016) by Gerald Klein (Director, City-County Information Technology Commission), which contained numerous emails and calendar entries related to BK’s participation in the march (including the events

¹ Independent Counsel previously provided a report to the County Board at its July 19, 2016, meeting detailing the facts and evidence learned through IC’s investigation. This Report is intended to supplement the July 19 report and specifically address legal questions surrounding the discipline imposed upon the Administrator.

leading up to the day of the march and the days following the march) and the reaction of county and local officials to it.

II. Executive Summary

The Dylan Yang trial was conducted from March 14 to March 18, 2016, in the Marathon County Courthouse.² Marathon County Circuit Court Judge LaMont K. Jacobson presided over the trial. BK did not attend the trial but was aware of it because he works in the courthouse building. He noted that Hmong community leaders were going in and out of the trial and actively following the case.

BK heard about a possible Dylan Yang “peace march” as early as April 4, 2016, when Mao Khang (a Hmong community leader in Wausau) sent an email to his county email address to inform him that a march was being organized.³ From that date through May 31, 2016, BK remained in close contact with Mao Khang and other organizers regarding the march. BK was aware of Mao Khang’s early concerns that the “peace” message of the march could be overshadowed by messages of other march attendees (from different cities and states) who were more interested in protesting the local criminal justice system and their belief that there was a racial or ethnic bias in its treatment of Dylan Yang. In particular, Mao Khang expressed concern to BK that outside activists would go “too far” and suggest that the Wausau Police Department and local criminal justice system were racist.

On or around April 16, 2016, BK was asked by Mary Thao (Wausau School Board member-elect at the time) to speak at the march. BK agreed to do so. However, BK recalls telling Ms. Thao that he “needed to be on his own message.” BK informed IC that he intended to speak at the march as a “private citizen” but was cognizant of the fact that people would know and recognize him as a leader of county government. Shortly after agreeing to speak, BK placed “Peace Rally” on his work Outlook calendar for May 31, 2016.

On April 22, 2016, Mao Khang attended a meeting of Marathon County’s Diversity Affairs Commission, on which BK serves as Vice Chair, in order to discuss the march. Following discussion of the proposed march, BK moved that the county support the march, provided that the following were established as the goals of the event:

1. Offer condolences to the families and the community impacted by the tragic death of Isaiah Powell.
2. Support the prevention of future tragedies including anti-bullying, improved racial/ethnic understanding, and harmony.
3. Support of a criminal justice system that provides for justice and fair treatment without regard for race or ethnicity.

² Information regarding the criminal proceedings against Dylan Yang leading up to and including his trial can be found in the appendix and attached exhibits.

³ All of the emails referenced in this memorandum were obtained through BK’s government email address account.

4. Support peace and healing that brings our community closer together as we process a tragedy which on the surface only involves a few young people, but on a deeper level involves the whole community.

The Diversity Affairs Commission voted to support the march under these conditions.

Following this vote, BK helped Mao Khang and other Hmong leaders and activists organize the march. This help included the following: resolving issues related to the march permit with the Mayor's and Clerk's offices; working with the Wausau Police Department to ensure proper police support for the march; arranging for parking for march attendees from out of town; and ensuring attendee access to public restrooms in the area. Mao Khang, in turn, repeatedly thanked BK for his leadership in helping organize the march in various emails to BK's county email address (e.g., "Thanks Brad for being a champion and leader in this kind of cause . . . We need more leaders like you to keep community together."; "We just want[] to take you out to lunch, to thank you for all you have done with in our community, especially pulling the peace march together. . .you [are] such a great leader . . ."). BK indicated that many of his meetings with Mao Khang occurred in his county office; in addition, he made a county conference room available on at least one occasion for a meeting held by march organizers and participants.

By April 28, 2016, BK appears to have been committed to taking a prominent role at the march and being a "keynote" speaker: "Gina [Cornell], May 31 is the day of the Peace Rally at the 400 Block and I expect to be the keynote speaker there." On May 6, 2016, BK indicated that he would not be deterred from speaking at the march, even with the prospect of protest t-shirts and with the prospect of mixed messaging: "I am going to speak at the march whether there are tee shirts or not and whether the tee shirts have Dylan's picture or not. . . . It seems that the Wausau Hmong leaders are uncomfortable with Dylan's picture being on the shirts because they believe it may be interpreted as supporting a young person who committed a terrible crime."

As part of the preparation and logistics meetings leading up to the march, BK met with the parents of Dylan Yang but did not meet with representatives of Isaiah Powell's family. Mao Khang also placed BK in contact with out-of-state march organizer and activist Tou Ger Bennett Xiong, who asserted in an email to Wausau community leaders that, among other things, "Dylan did not receive a fair trial" and that Dylan's rights were "denied . . . by our judicial system." BK, after reading this email, responded to Tou Ger Bennett Xiong as follows: "Tou Ger, this is a very compelling e-mail. Well done. I am looking forward to taking the stage with you. Brad Karger Marathon County Administrator."

On May 16, 2016, Mao Khang emailed BK an "agenda" for the march, which states that the "[f]irst stop will be the Wausau PD, then the Wausau School District office, then the Marathon County Courthouse." BK responded that the agenda "looks good." Prior to the march BK also interacted with the media regarding the march; for instance, he spoke with Wisconsin Public Radio (in an article posted May 23, 2016) in which BK characterized the march as a "protest:" "Protest is part of the American way. And as long as the protest is peaceful, reflects well on our community and reflects well on the Hmong community, I think it will be well received." This statement suggests that there was no consensus among organizers and participants whether the May 31 event was to be characterized as a "march," "protest," "rally," or "demonstration."

On May 25, 2016, Tou Ger Bennett Xiong emailed BK with talking points as to what BK should say at the march; in addition, Tou Ger attached materials that misrepresent certain facts underlying Dylan's case (e.g., referring to the stabbing as taking place in Dylan's "front yard" or in his "own home[]") when the stabbing actually occurred down the street from Dylan's house). BK responds "Thank you for the briefing Tou Ger. I will do my part." The day before the event, BK met with event organizers and viewed many of the protest signs that would be used during the march, something over which he voiced concern with Mao Khang because they were "off message."

On the day of the march (May 31, 2016), BK spoke to hundreds of march attendees at Wausau's 400 Block, dressed in a suit and tie. BK was introduced by Tou Ger Bennett Xiong, in quick succession, as the "County Commission[er]," "County Administrator" and "City of Wausau Administrator." (link to BK's introduction and his speech can be found here: <https://www.youtube.com/watch?v=9USQ5g2WDEs> (starting at 16:23)). BK did not indicate in his remarks he was attending the event as a private citizen. BK's speech contains the following statements, among others: "I've been here in county government for 26 years I've worked with Hmong leaders for 26 years trying to build this into a better community In the Twin Cities there is a lot of diversity. Here in Marathon County there's only two kinds of people. Only two. There's Hmong people and those who wish they were Hmong. I'm in that second category in case you are wondering. . . . When I was fifteen years old I was no different than Dylan Yang, no different. . . . I am Dylan!" BK was flanked by dozens of protest signs while he was speaking on the 400 Block stage, including signs protesting racism and unequal justice.

Based on interviews conducted by the IC, it appears that BK did not fully understand the underlying facts surrounding Dylan Yang's stabbing of Isaiah Powell prior to the march, or the manner in which Dylan Yang had been treated by the local criminal justice system. Nor did BK undertake any sort of investigation to determine the underlying facts. As BK noted in his interview with the IC, he did "not know enough to agree or disagree" with the manner in which Dylan Yang was treated by the local criminal justice system, but he did not have any specific criticisms of any individuals involved in the Dylan Yang case. Soon after he learned about the march, BK did speak briefly with the Marathon County prosecutor who handled the Dylan Yang case, Lesli Pluster, as well as the Marathon Deputy District Attorney, Theresa Wetzsteon. However, these conversations were relatively short and remained general in nature. BK did not inform either Attorney Pluster or Attorney Wetzsteon that he would lead the march, or that there was a recognized possibility that the march could turn into a protest of the local criminal justice system and the work of the Marathon County District Attorney's Office.

BK did not inform march organizers or participants that he was at the march in anything but his official capacity as Marathon County Administrator. BK acknowledged during his interview with the IC that he understood he was invited to speak not as a private citizen but because he was the Marathon County Administrator. BK also acknowledged during his interview that he has repeatedly advised Marathon County department heads that they represent Marathon County "24/7" and that this principle equally applies to him. BK failed to consult or inform any county officials outside his own office about his plans to lead the march.

After his speech, BK led hundreds of marchers (estimates range from 400 to 1,000) to the Wausau Police Department, a school district building and the Marathon County Courthouse.

During the march, as demonstrated by footage of the march, many participants embraced an explicit anti-law-enforcement message and a message that the local criminal justice system was racist. BK did not disavow this messaging, even though he became aware of it while he was leading the march. Many of those interviewed by the IC expressed shock, surprise, disappointment and frustration when they saw or heard BK speak at the 400 Block and saw or heard him leading the march. Those interviewees assumed or believed that that BK was acting in his role as County Administrator rather than as a private citizen throughout the May 31 event because they had no reason to think or believe differently. BK also spoke to the press the day of the march in his apparent capacity as County Administrator, including ABC Newslines 9 WAOW-TV: “‘It’s really an opportunity really to discuss justice in our criminal justice system and making sure that everybody gets well represented in that system,’ said Brad Karger, the Marathon County Administrator.”

Soon after he led the marchers back to the 400 Block from the courthouse, BK returned to the courthouse building to attend an executive committee meeting; his participation in the march was not discussed at the meeting. Early the next morning, Marathon County Sheriff Scott Parks sent BK an email questioning BK’s participation in the march:

Brad, As one of the members of your Department Head team, I want to share with you comments overheard or directly received by my staff and me pertaining to your involvement in the organized protest march on May 31. The comments revolved around why you affiliated yourself with a march proclaiming this community as racist. Others referenced your leading the group and the negative chants being directed against the community.

I have no doubt there are racist individuals in and outside of Marathon County. The Yang case is a tragic event involving two underage males who made some extremely poor choices resulting in one male arming himself, leaving a position of safety, attacking another younger child, and stabbing that child to death.

As a citizen, you have the right to peaceful protest. As a community leader, you should be active in building a better society. But I caution you in the same vein that as a leader your demonstrated actions will always speak louder than the words you hope to portray. Yesterday there were many county employees and those outside who questioned why you led this organized effort. The area criminal justice community including my staff were disappointed to see you directly involved with a protest march that proclaimed an anti law enforcement message including nooses hanging from what was described as a Klan cross.

I share this with you because we are judged daily by our actions and the perceptions they cause. I would hope you would provide feedback to me if you heard similar commentary pertaining to an action I was involved with.”

BK responded to Sheriff Parks as follows: “Thank you. I know that the event broke down in its effort to be positive when the march got to the police station and the courthouse. The promise of the organizers was that it would not be anti law enforcement but once the college kids took over they got carried away with the moment.”

Later that same morning (June 1), Wausau Chief of Police Jeff Hardel also sent BK an email that was critical of BK’s actions the day before:

County Administrator, Brad Karger,

I have been asked by numerous people, among them, many of our police officers, whether you support law enforcement and their efforts to protect their community and hold those accountable who have violated someone else’s rights and endangered their community. These sentiments and questions arise from your words and actions during the rally and supporting the purpose and mission of the rally. Wausau Police officials have met with and spoken with the rally organizers numerous times leading up to this event. In fact, after Tou Ger (rally organizer) wrote a letter to the editor which was laden with inaccurate information, we invited Tou and Paula Yang to the PD for a conversation so they were aware of all the specific details of the incident and encouraged them to only propagate facts and not proliferate an agenda that was filled with inaccuracies.

The conversations we had with the rally organizers, along with following this group on social media, the message that is being disseminated by the rally protesters is identified below:

- The community is racist
- The police department is racist
- The District Attorney’s office is racist
- The Judge is racist
- The police should have prevented this incident from happening
- The police did not prevent or stop the bullying that has been given as a justification for the violence
- The police and the community labeled Dylan a gang member
- The school failed to protect these kids

- The system has failed Dylan Yang and has failed to protect kids in general, etc.

Please allow me to put things into a reasonable perspective for I don't understand the allegations that are being levied against our community and the legal system. For the record, Dylan painted himself as a gang member...he bragged about being a gang member, wore his gang colors, drew gang signs, and used his gang affiliation to threaten, bully, intimidate, invite and encourage violence against others. Dylan invited Isaiah Powell and his friends over to his house to fight and then prepared for their arrival by arming himself with a 14" knife (see attached photo). Dylan and his friends were on the porch when Isaiah and his friends arrived, Isaiah did have a BB gun and shot BB's at Dylan's group. Dylan's friend stated he knew it was a BB gun and not a real gun. Dylan and his group left the porch and ran about a half block down the street to confront Isaiah and his friends. Isaiah and one of Dylan's friends engaged in a fight....Dylan had turned around and ran back to his house to retrieve the knife that he had prepared to use. With the knife in hand, Dylan ran back to the fight and stabbed Isaiah in the back twice with such force that the blade went into Isaiah's bone [] inch.

Dylan was represented by an attorney and had his case heard by a jury. The jury found Dylan guilty and he will be sentenced. When you say the legal system failed....what part of the system do you feel failed?

The speech you gave at the rally gave me the impression that the Hmong race is the only race that matters to you, in fact, your words were....."there are two types of people in Marathon County, those that are Hmong and those that wish they were Hmong." Shouldn't we as leaders, encourage citizens to unite as one, as one community, as one family, rather than identifying with a particular race that you feel is more important than others?

If you have an interest in understanding the depth of the Dylan Yang case, we would be happy to sit down with you to discuss this case so you have all the information necessary when supporting various groups or causes. Obviously, you are aware that when you are the face of the rally, leading the protestors to the various stops and leading the protestors in various cheers about our community, Marathon County citizens will assume you feel the same way about our community as the protestors. The visual that our department has of you standing at the front doors of the police department and leading the protestors in cheers that had a message of racial injustice and painted organizations and leaders of our

community as racist is disturbing and an image that kept me awake last night and made a significant impact on our department. I could not be more appalled that the County Administrator is creating division in our community rather than attempting to unite.

I would also look for some clarity with your message to the protesters that when you were young, you were just like Dylan Yang.....in fact, you made the announcement that "I am Dylan Yang." Dylan Yang murdered a 13 year old boy. Drawing attention to this kind of violence and then overlooking the seriousness of this situation is troubling. The rally organizers and protesters claim that Dylan was targeted and arrested because he is Hmong.....that is flat out wrong. The claim that race had anything to do with this community seeking justice is inaccurate. Do you really believe that Dylan was arrested because of his race? I would be happy to discuss this with you if you so desire.

BK responded to Chief Hardel by email the afternoon of June 1. In his response, BK defended his conduct and took the position that "Dylan Yang belongs in the juvenile justice system, which while far from perfect, will treat him like a 16 year old child, a child who made not one but a series of terrible mistakes." However, BK acknowledged that "[i]f I had it to do over again I would have just left the group at the park and went back to work."

Sheriff Parks and Chief Hardel's criticism and concerns regarding BK's conduct is shared by a large number of county officials, employees and department heads with whom IC has spoken. City Alderman Dennis Smith, similarly, has sent BK emails critical of BK's conduct, including the fact BK did not explain whether he was appearing in anything but his official role as County Administrator: "You don't seriously believe that you can separate yourself, when speaking to such a group, from being the county administrator. I did not hear you indicate that you were appearing as a private citizen, and not as a representative for the county, before you began your remarks. There is an old saying that goes, 'you can't unring a bell[.]'"

After the march, BK suggested to the press that he understood his participation in the march as a "community leader" would lead to criticism: "'Karger said he hadn't been criticized yet for his stance but, 'I suspect that will be coming. What's the point of being a community leader if you don't use it for something?'" (Wisconsin Public Radio) (<http://www.wpr.org/hmong-march-draws-hundreds-protesters-wausau>). Since the march, it appears BK continues to be in contact with Tou Ger Bennett Xiong through social media, and has commented on a Facebook post in which Tou Ger "applaud[ed]" BK and his "leadership" during the march and in which Tou Ger also asks "[c]an we trust law enforcement and our judicial system in that town?" In his interview with the IC, BK acknowledges that there is "a lot of misinformation out there" regarding Dylan Yang's case. Social media posts continue to express criticism of the local criminal justice system and its treatment of Dylan Yang and Hmong-Americans. These posts routinely cite to footage of the march.

BK has suggested that his actions on May 31, 2016 are protected by the First Amendment because his speech and his actions leading the march were made as "a private citizen" rather than

as the Marathon County Administrator. In support of this position, BK said he placed “PTO” on his Microsoft Outlook calendar⁴ in the time block reserved for the peace march and informed his secretary that he would be attending the march.⁵ However, it does not appear that BK informed anyone that he was speaking and leading the march as a private citizen, rather than as Marathon County Administrator—a position that requires BK to speak publicly on behalf of the county on a regular basis. In addition, BK acknowledged to the IC that any efforts he would have made to distinguish his presence at the march as a “private citizen” rather than as a public official “wouldn’t fly” because everyone would understand he was invited to speak and lead the march as the Marathon County Administrator, not as a private citizen.

III. First-Amendment Analysis of BK’s Actions on May 31, 2016

While other potential legal issues potentially exist, the overriding legal issue before the Board is the status of BK’s speech and actions as constitutionally protected under the First Amendment. Therefore, our analysis focuses on application of the facts IC has learned, as summarized above, to the law surrounding interpretation and application of the First Amendment in matters involving public employees.

The *Connick–Pickering* test, derived from *Connick v. Myers*, 461 U.S. 138 (1983), and *Pickering v. Bd. of Educ.*, 391 U.S. 563 (1968), is a two-part test used to determine whether a public employee’s speech is constitutionally protected. See *Phelan v. Cook Cnty.*, 463 F.3d 773, 790–91 (7th Cir. 2006). “First, the speech is protected only if it addressed a matter of public concern.” *Carreon v. Ill. Dep’t of Human Servs.*, 395 F.3d 786, 791 (7th Cir. 2005). “If it did, the court must then apply the *Pickering* balancing test to determine whether ‘the interests of the [plaintiff] as a citizen in commenting upon the matters of public concern’ are outweighed by ‘the interest of the state, as an employer, in promoting the efficiency of the public services it performs through its employees.’” *Coady v. Steil*, 187 F.3d 727, 731 (7th Cir. 1999) (alteration in original) (quoting *Pickering*, 391 U.S. at 568). Stated as such, the test is applied to BK’s conduct as follows.

A. Did BK’s speech and actions at the march on May 31 touch upon matters of public concern?

It appears likely that a court would conclude that at least some of BK’s speech and actions on May 31 touched upon matters of public concern. While BK spent some time on matters that, arguably, are not of public concern (e.g., welcoming march attendees from other cities and states), he self-identified with Hmong-Americans (e.g., “there are only two types of people in Wausau, Hmong and those that want to be Hmong”) and self-identified with Dylan Yang and his actions (e.g., “I am Dylan Yang!”) in a manner that has been perceived as critical of unequal treatment of Hmong-Americans and juveniles within the criminal justice system. In short, BK’s speech addressed one of the marchers’ primary messages: that it is wrong to charge, try and

⁴ Records indicate that BK entered “PTO” on his Microsoft Outlook calendar on May 13, 2016.

⁵ There is significant inconsistency in relation to whether BK actually considered himself “off duty” on May 31, 2016. For example, he attended an executive committee following the march, which is conduct consistent with his job duties. Moreover, as noted above, BK acknowledged that “[i]f I had it to do over again I would have just left the group at the park and *went back to work*,” in an email exchange. (Emphasis added)

sentence juveniles in adult court, especially when such charging and sentencing may be influenced by the racial or ethnic bias of the criminal justice system.

B. Are the interests of BK as a citizen in commenting upon matters of public concern outweighed by the interest of the state, as an employer, in promoting the efficiency of the public services it performs through its employees?

It appears unlikely that a court would conclude that BK's private interests in participating in the march outweighed Marathon County's interests in promoting the efficiency of the public services it performs through its employees.

The *Pickering* balancing test contemplates a fact-intensive inquiry into a number of interrelated factors: (1) whether the speech would create problems in maintaining discipline or harmony among co-workers; (2) whether the employment relationship is one in which personal loyalty and confidence are necessary; (3) whether the speech impeded the employee's ability to perform her responsibilities; (4) the time, place, and manner of the speech; (5) the context within which the underlying dispute arose; (6) whether the matter was one on which debate was vital to informed decision-making; and (7) whether the speaker should be regarded as a member of the general public. With regard to his conduct in relation to the May 31 march, the majority of factors weigh heavily against BK.⁶

1. Would BK's speech and actions on May 31 create problems in maintaining discipline or harmony among co-workers?

It appears likely that a court would conclude that BK's speech and actions on May 31 would create problems; moreover, a court would likely conclude that BK's speech and actions *have* already created problems (reflected, for example, in the above-referenced email from Sheriff Parks to BK), in maintaining discipline or harmony among co-workers. Marathon County's Sheriff, District Attorney, Clerk of Courts, County Board Chair and Deputy Administrator have all informed the IC that BK's actions on May 31 have created disharmony between the County Administrator's office and other county offices. They have also acknowledged that BK's actions on May 31 have undermined the trust county officers and employees had placed in BK and now worry that his official duties (for example, making budgeting decisions) may be unduly influenced by the negative reaction certain members of county government had to his conduct on May 31. This unfortunate climate of disharmony and distrust will likely remain through Dylan Yang's sentencing on September 6, 2016, and beyond. For instance, if there is a notable law-enforcement incident in Wausau involving a Hmong-American, certain interviewees are unsure whether BK will still support county and local law enforcement or, again, take actions that appear critical of county and local law enforcement. The fact that BK chose not to inform anyone outside of his office of his participation in the march has also undermined discipline and harmony within the county government workplace; for instance, many county employees openly wonder how they would have been treated (*i.e.*, negatively) if they did the same thing BK did.

Furthermore, many county employees and officials were concerned for their personal safety the day of the march and, in some cases, made preparations to ensure their safety was maintained;

⁶ This is not a purely arithmetical analysis; the factors are viewed in the totality of the circumstances.

Attorney Pluster, for instance, had an investigator assigned to protect her during the march. One departmental head bought lunch for her nervous staff so they would not have to cross the march route or the marchers. Although BK helped arrange for police support at the march itself, he did not discuss or arrange for security for his co-workers, even when he knew that the protestors were becoming more aggressive on the way to the county courthouse from the Wausau Police Department. There is now a belief among some county employees and officials that BK valued the safety of the protestors over the safety of his own co-workers. It is also clear that the march disrupted many activities within the county courthouse building and that BK was aware such disruption would likely occur.

Moreover, a showing of actual disruptiveness is not required; “a government employer is allowed to consider ‘the potential disruptiveness’ of the employee’s speech.” *Kokkinis v. Ivkovich*, 185 F.3d 840, 846 (7th Cir. 1999) (quoting *Caruso v. De Luca*, 81 F.3d 666, 670–71 (7th Cir. 1996)). The employer “is not required to wait until those working relationships actually disintegrate if immediate action might prevent such disintegration.” *Breuer v. Hart*, 909 F.2d 1035, 1040 (7th Cir. 1990). Here, with the likelihood of further marches and rallies leading up to Dylan Yang’s sentencing and beyond, the potential of even more disruption caused by BK’s speech and actions is readily apparent. Simply declining to participate in further marches and rallies will not resolve the issue; as Alderman Smith wrote in his email to BK after the march, BK cannot simply “unring the bell.” As a final matter, there is a concern that BK does not think the rules of conduct for county employees to always act in the best interests of the county apply to him.

2. Is BK’s employment relationship one in which personal loyalty and confidence are necessary?

It appears likely that a court would conclude BK’s employment relationship is one in which personal loyalty and confidence are necessary. Pursuant to Wisconsin law, the County Administrator, is appointed by the majority vote of the county board to be “the chief administrative officer of the county” who, among other duties, shall “[c]oordinate and direct all administrative and management functions of the county government not otherwise vested by law in boards or commissions, or in other elected officials” and shall “communicate to the board the condition of the county.” Wis. Stat. § 59.18. Without personal loyalty and confidence in the County Administrator employment relationship, it is highly unlikely that Marathon County government will be able to function as smoothly or efficiently as it otherwise could. The need for personal loyal and confidence is further reflected in the following: Section 1.11 (“County Administrator”) of the Marathon County Code of Ordinances (*e.g.*, “[d]evelop and maintain close working relationships with elected department heads and department heads supervised by independent boards/commissions”); Rule 21 of the General Code of Ordinances (“As the County Board’s only employee, the relationship between the County Administrator and the County Board is extremely important to the success of County government. The County Board is charged with providing direction, counsel, supervision, and support to, and conducting performance appraisals with, the County Administrator.”); Marathon County’s “Class Specification Title: County Administrator” (*e.g.*, “works with department heads to implement Board policies and directives,” “[r]epresents the County to the governor’s office, State Legislature, Congress and other organizations”); and the Marathon County position description

for County Administrator (*e.g.*, “Serves as public representative of Marathon County government; acts as spokesperson on many issues with the news media, represents Marathon County at various legislative meetings and hearings; acts as liaison, including public speaking, to various groups, service clubs, other jurisdictions, and state and federal government.”).

Furthermore, courts recognize that “there is a particularly urgent need for close teamwork among those involved in the ‘high stakes’ field of law enforcement.” *Breuer*, 909 F.2d at 1041. “Speech that might not interfere with work in an environment less dependent on order, discipline, and esprit de corps could be debilitating to a police force.” *Id.* Thus, “[d]eference to the employer’s judgment regarding the disruptive nature of an employee’s speech is especially important in the context of law enforcement.” *Kokkinis*, 185 F.3d at 846. Here, the disruptive nature of BK’s actions on the Marathon County Sheriff’s Department and the Wausau Police Department are readily apparent with regard to the ethnic and minority communities they serve. The failure of the County Administrator to even alert the Sheriff’s department or any other county department of his participation in the march—thereby depriving others of even preparing for negative repercussions caused by such participation—does not suggest a well-working, transparent relationship between him and other members of county government.

3. Did BK’s speech and actions on May 31 impede the employee’s ability to perform her responsibilities?

It appears likely that a court would conclude BK’s speech and actions on May 31 impeded BK’s ability to perform his responsibilities, if not directly conflict with those responsibilities. As referenced above, rather than “[d]evelop and maintain close working relationships with elected department heads” (Section 1.11, Code of Ordinances), BK’s speech and actions on May 31 had the opposite effect on several elected department heads. There is now mistrust and suspicion between department heads and the County Administrator that would not otherwise be there but for BK’s actions. The County Administrator is to foster a relationship of trust and respect between the community and law enforcement; however, his actions on May 31 eroded that relationship of trust and respect. As the Seventh Circuit has also recognized, “[t]he effectiveness of a city’s police department depends importantly on the respect and trust of the community and on the perception in the community that it enforces the law fairly, even-handedly, and without bias.” *Lalowski v. City of Des Plaines*, 789 F.3d 784 (7th Cir. 2015) (omitting citations). The appearance of the County Administrator joining forces with more extreme elements of the march attendees is believed to have compromised the community’s trust in county and city law enforcement. BK had numerous opportunities to separate himself from the messages of the more militant activists, and had the option of simply leaving the march when the messaging was in conflict with those supporting law enforcement, but he chose not to do so. In addition, his actions are perceived to be critical of the jury verdict itself, which cannot serve the county well in securing the services of jurors in the future. In short, BK has failed in one of his most important duties.

4. The time, place, and manner of BK’s speech.

A court would likely conclude the time and place of BK’s speech and actions were reasonable. Although May 31 was a work day, it is apparently BK’s prerogative to leave the office and attend public events without authorization or consent from the county board. The march was

held pursuant to permit and was coordinated with necessary city and county officials. In light of this, a court would likely find the time and place of BK's actions reasonable.

However, it is likely the court would find the manner of his speech unreasonable as an official who believes he represents Marathon County "24/7" and who, by virtue of his position, "acts as [its] spokesperson on many issues with the news media . . . acts as liaison, including public speaking, to various groups, service clubs, other jurisdictions, and state and federal government." (Marathon County's "Class Specification Title: County Administrator.") BK made a special effort to rally activists from inside and outside the Wausau community and, by doing so, showed partisanship for one ethnic/minority community (Hmong-American) over other ethnic/minority communities in Wausau. He failed to consider the effect his actions would have on other ethnic or minority communities in Wausau, including those of which Isaiah Powell and his family are part. For instance, on June 10, a march for Isaiah Powell was held in response to the Dylan Yang march, at which signs questioned whether Isaiah Powell would now receive the justice he deserves (for example, "If Dylan's Life Matters, Why Doesn't Isaiah's?"; "Where is Isaiah's Justice"; "Since When is Murder Justifiable!"). BK did not attend this march. BK's words and deeds fall well below the standard of conduct the county board should expect from its chief administrative officer, who is to be, in all respects, neutral when approaching his responsibilities and his service to county residents.

5. The context within which the underlying dispute arose.

BK's actions occurred against the backdrop of his performance history which, reportedly, has been positive over the years.⁷ Many departmental heads have mentioned that they believed their working relationships with BK had been good until he participated in the march. For this reason, and based on the limited information the IC has received regarding BK's long-term performance history, this factor would likely fall in favor of BK.

6. Was the matter one on which debate was vital to informed decision-making?

The sixth factor—whether the matter was one on which debate was vital to informed decision-making—is another factor a court would likely weigh in favor of BK's speech interests. A court would not doubt that any organized protest could benefit from debate. However, BK did not expend any significant effort educating himself about the underlying facts of the Dylan Yang case, something that could give a court concern in light of BK's own knowledge that there was "a lot of misinformation out there" about the Dylan Yang case.

7. Should BK be regarded as a member of the general public with regard to his speech and actions on May 31?

It appears unlikely that a court would conclude that BK should be regarded as a member of the general public with regard to his speech and actions on May 31. Although, BK purports to have taken "P.T.O." during the march (as reflected in his Microsoft Outlook calendar, although he did not inform anyone outside of his office of this) and now asserts he spoke as a private citizen on

⁷ The scope of the IC's investigation did not extend to BK's performance history leading up to the march.

May 31, his actions appear to be a mere continuation of his work with the Hmong community as County Administrator and his involvement with organizing the march as County Administrator or the Vice Chair of the Diversity Affairs Commission. As the relevant documents demonstrate, BK communicated and worked closely with march organizers and activists leading up to the march in his apparent capacity as Marathon County Administrator; in addition, he used his county email address to communicate with march organizers and sometimes signed them “Brad Karger, Marathon County Administrator.”

Furthermore, when BK was introduced by march organizer Tou Ger Bennett Xiong as the “County Commission[er],” “County Administrator” and “City of Wausau Administrator,” BK apparently made no effort to inform the march attendees that he was there in any other capacity as a county official. BK was well aware that, during his speech and during the march, he was perceived not as a private citizen but as the Marathon County Administrator. Consequently, BK’s speech interests were diminished by the capacity in which he spoke.

i. *Garcetti v. Ceballos*, 126 S.Ct. 1951 (2006)

In 2006, the U.S. Supreme Court “reject[ed] . . . the notion that the First Amendment shields from discipline the expressions employees make pursuant to their professional duties.” *Garcetti v. Ceballos*, 126 S.Ct. 1951 (2006). This is because “restricting speech that owes its existence to a public employee’s professional responsibilities does not infringe on any liberties the employee might have enjoyed as a private citizen.” *Id.* Therefore, to the extent that BK argues (in the alternative to his argument that he spoke and acted as a “private citizen”) that his speech and actions on May 31 were protected because they were made pursuant to his professional duties (for example, as a continuation of his role as Vice Chair of the Diversity Affairs Commission), such an argument would fail.

ii. **Petitioning to Repeal the Suspension**

To the extent that BK argues that he cannot be disciplined for actively supporting a petition to overturn his suspension, such an argument will likely fail because a court would not consider his support of such a petition a “matter of public concern,” which is a necessary element to prevail on a First Amendment retaliation claim. *Pickering*, 391 U.S. at 568. Whether a statement is a matter of public concern is a question of law for the court, and the court must answer this question by examining the “content, form, and context” of the statement. *Connick*, 461 U.S. at 147–48 & n. 10. Here, a petition seeking to overturn BK’s suspension is potentially of interest to the public, but this does not end the inquiry. While the content of the speech is the most important factor, *Gustafson v. Jones*, 290 F.3d 895, 907 (7th Cir. 2002), “the fact that an employee speaks up on a topic that may be deemed one of public import does not automatically render [his] remarks on that subject protected.” *Cliff v. Bd. of Sch. Comm’rs of City of Indianapolis*, 42 F.3d 403, 410 (7th Cir. 1994). Rather, the motive of the speaker is a relevant, though not dispositive, factor because speech will not be protected if the only point of the speech was “to further some purely private interest.” *Kokkinis v. Ivkovich*, 185 F.3d 840, 844 (7th Cir. 1999). Thus, “if the speech concerns a subject of public interest, but the expression addresses only the personal effect upon the employee, then as a matter of law the speech is not of public concern.” *Marshall v. Porter County Plan Comm’n*, 32 F.3d 1215, 1219 (7th Cir. 1994) (citing *Smith v. Fruin*, 28 F.3d 646 (7th Cir. 1994)).

The question, then, is whether the context, form, and particular content of the speech indicate that BK solicited support for the petition for the purely private purpose of resolving a workplace issue. The context and the form of BK's actions in this regard are consistent with the vindication of a personal interest, rather than a public concern, and the content of the grievance—while touching a subject of potential interest to the public—will likely not convince a court that his purpose was anything other than personal.

* * *

In sum, Marathon County's interests in running an efficient and effective county government should likely outweigh BK's speech interests, even in relation to his statements that directly addressed matters of public concern. The majority of factors that are relevant to the *Pickering* balancing test favor the county's interests over BK's. Consequently, it is likely a court would hold that none of BK's statements or actions on May 31 were constitutionally protected.

IV. Conclusion

BK's speech and actions on May 31, 2016, arguably conflicted with the unique responsibilities entrusted to the Marathon County Administrator to foster strong relationships within county government. BK's actions amplified messaging that local law enforcement and the criminal justice system treat Hmong-Americans differently, and implied that the local criminal justice system is corrupted by racial bias. Moreover, BK's speech and actions appeared to promote one ethnic or minority group over another, which in itself may undermine the belief of other ethnic or minority groups that their county government is representing them fairly and equally. BK's actions may likely reverberate negatively within the offices of county government for a long time and, at minimum, through September 6, 2016, when Dylan Yang could be sentenced to sixty years in prison. Social media posts from residents inside and outside the Wausau community continue to be critical of the local criminal justice system—if not Wausau and Marathon County as a whole—and its treatment of Dylan Yang and Hmong Americans. Not only has BK's conduct helped create a climate that casts such criticism on county government, there is also now a perception that BK does not believe that his familiar dictate that county officials represent the county "24/7" applies to him.

APPENDIX

TIMELINE: FEBRUARY 27, 2015 – MARCH 18, 2016

- February 27, 2016
 - At approximately 3:43 PM, via Facebook Messenger, Dylan Yang (Facebook handle “Lil-g Yang”) initiates a text conversation with another boy (Facebook handle “Cj Isastoner”) regarding an anticipated fight between Dylan’s teenage nephew and Cj Isastoner and/or one of Cj Isastoner’s friends. Belligerent texts are exchanged over the next two hours, including the following text from Dylan: “Den wassup den nigga, you gone fuck wif my nephew...??? Just wait till I show up and Imma show you wassup nigga. Fuck yur clique nigga, OTB Gang bitch wassup Bitch.” Ex. A at 2. CJ Isastoner responds, in part, as follows: “YRS to the grave nigga shut up now.” *Id.* “OTB” refers to Oriental True Bloods, a group of friends of which Dylan is a member. “YRS” refers to the Young Ruthless or Reckless Squad, a group of friends of which Cj Isastoner and Isaiah Powell are members.
 - At approximately 4:11 PM, Isaiah (Facebook handle “Fready Yrs Zamora”) initiates a text conversation with Dylan about scheduling a fight between their respective “gang[s]”: “OTBK nigga oml you a bitch ass nigga!! if really bout that bring you gang and imam bring mine and we finna duke it out don’t matter if a nigga 21 or not I got niggas after you already!!” Ex. Ex. B at 1. Dylan and Isaiah exchange threatening texts to each other until approximately 4:35 PM, including one in which Dylan refers to fighting with weapons and knives: “Hahahaha Yall fight wif no weapons and no knives. Yall some fake ass niggaz. Yall talk big behind a screen but you can’t say it to my face bitch. I’m a marked hoe..?? Nun of Yall niggaz ain’t got shit on me fuck boy. I’ve been a marked nigga by U guys. Yall haven’t done shit to me FYM..!!” Ex. B at 3.
 - Dylan obtains a 14-inch butcher knife (Ex. C) from the kitchen of his home and waits on the porch, with two friends, for Isaiah and his friends to arrive. At approximately 7:34 PM, Isaiah and his friends arrive in a car driven by 19-year-old Nia Phillips. The two groups of boys began yelling at each other. Isaiah then begins shooting a CO2 pistol (a “BB gun”) at the boys on the porch. In response, Dylan’s teenage nephew runs down the street to accost Isaiah. Dylan followed his nephew but turns around to retrieve the knife. With the knife in hand, Dylan approaches Isaiah from behind, while Isaiah is punching Dylan’s nephew on the ground. Dylan stabs Isaiah twice in the back, cutting his lung, liver and inferior vena cava. Isaiah dies later in the evening from the stabbing.

- Dylan is arrested and is taken to the Wausau police department to be interviewed. After waiving his Miranda rights,⁸ Dylan confesses the following to Lieutenant Baeten:
 - “. . . my friend went over there and tackled [Isaiah] already and then he was beatin’ like on him. So – and he was like – I don’t know what he did with the gun, but I was like really ticked off ‘cause I didn’t want my nephew to be shot at . . . So I didn’t think and I just went over there and stabbed him in the back twice. And then after that I ran back inside and then just put it away.” Ex. D at 8.
 - “So I was like, no I’m not gonna let my nephew get – get shot so I ran inside and I grabbed a knife and then I came outside. I chased after him. . . and then that’s when I stabbed him in the back twice.” *Id.* at 11.
 - “And then I guess they were taggin’ each other and then like they ended up over here. And that’s when I came in – oh probably I came in through the back right here . . . In there so I stabbed him. . . [my nephew] was like on the bottom and then (Isaiah) was on top punching him. . . . And then I thought he was gonna shoot him from right there too so I was, like, just grabbed a knife and so boom – boom and I pulled it out and I just ran.” *Id.* at 16-17.
- March 2, 2016
 - A criminal complaint is filed in Marathon County Circuit Court by the Assistant District Attorney of Marathon County. Ex. E. The complaint consists of a single count (First Degree Reckless Homicide) supported, in part, by the following statement: “Lieutenant Todd Baeten spoke with Dylan Yang. Yang stated that he and T.W. were sitting on the porch of his house when I.M.Z.P. arrived, exited a vehicle, and began shooting a gun at them. Yang did not know if it was a real gun or not. Yang stated T.W. ran towards I.M.Z.P. Yang ran into his house and grabbed a large knife. When he came outside, I.M.Z.P. was on top of T.W., punching him. Yang did not know what I.M.Z.P. did with the gun. Yang took the knife and stabbed I.M.Z.P. in the back.”
 - The court set cash bond at \$1,000,000. Ex. F at 30. For reference, past Wausau homicide suspects and bond amounts are as follows:
 - 2012 Zachary J. Froehlich 1st Degree Reckless Homicide (\$250,000)
 - 2012 Warren Krohn 1st Degree Reckless Homicide (\$250,000)
 - 2013 Kou Thao 2nd Degree Intentional Homicide (\$1,000,000)
 - 2014 Kristopher Torgerson 1st Degree Intentional Homicide (\$2,000,000)

⁸ The validity of Dylan’s waiver of rights was not addressed at his trial by Dylan’s attorney.

- John Lewis 1st Degree Intentional Homicide (\$1,000,000)
- Jerry A. Schnabl 2nd Degree Reckless Homicide (\$250,000)
- March 9, 2015
 - Private attorney Jay Kronenwetter makes his appearance on behalf of Dylan in Marathon County Circuit Court. Ex. F.
- March 12, 2015
 - The Court holds a preliminary hearing, attended by Dylan and his attorney. Lieutenant Baeten, among others, testifies. Arguments are heard. DK is bound over for arraignment and trial. Ex. F.
- March 20, 2015
 - “School, Police, Community Discuss Keeping Youth Safe” (WSAU) (<http://wsau.com/news/articles/2015/mar/20/school-police-community-discuss-keeping-youth-safe/>): “School officials, police, and members of the Wausau community discussed how to keep kids safer, and avoid tragedies like the February 27th stabbing of a 13-year-old student. About 70 people attended the session at Wausau East High School called, ‘Safety and Your Role in our Schools.’ Much of the discussion centered on parents staying involved in their children’s lives, and the dangers kids can get into online with social media. It was also suggested that police and school officials do more outreach efforts to get this message to more parents in and out of the Hmong community. Lieutenant Todd Baeten says the vast majority of young people have their own computer or have access to a computer. ‘Twenty-three percent have a tablet computer. If you’re like me, you’ve probably got a couple in the house for the children. Seventy-eight percent have a cellphone, and forty-seven percent of those, so about half, are smartphones, so they’re going to have access to Internet. You’re going to be able to get online and do those types of things.’ When asked how many people had kids with cell phones and computers, most everyone raised their hands. When asked how many people knew the usernames and passwords of their kid’s emails and social media accounts, very few did. Police Chief Jeff Hardel says the police have taught good decision making through the D.A.R.E. program for twenty-seven years, and this year started a new curriculum, but understands there is more work to do to reach kids and families. ‘We still now have a curriculum that we teach, and we still have that same exposure, but apparently, you know, we got some feedback we still need to do some more, so I think we’re going to meet with Peter Yang to see what else we can do.’ Peter Yang is the Executive Director of the Wausau Area Hmong Mutual Assistance Association attended, and is receptive to additional outreach efforts to improve safety. Hardel says parents need to know everything they can about their children’s lives. He says it’s not denying privacy or showing a lack of trust, it’s a matter of keeping kids safe. ‘They need to be involved at a very high level in their children’s lives. They need

to know who their children's friends are, where their children are, they need to know what they're saying on Facebook, what websites they're going to, and I'm not saying daily, but if there's something that is amiss or if they see something that maybe doesn't look right, then they need to start looking into it a little bit further and then monitoring it.' When kids do get into trouble, there are laws and school policies that determine how situations are handled. Hardel says the bottom line is holding people accountable. 'We hold kids accountable if there's bullying, if there's threats, if there's, you know, fights, whatever the behavior is, we hold those kids accountable and the behavior has to be modified.' Superintendent Dr. Kathleen Williams was pleased with the discussion, and believes there will be additional follow up based on what she heard. 'We'll get together again, the Wausau School District and the police department, to say OK, here was this first effort to address a very tragic occurrence in our community. What did we learn? Where might we go next?'"

- April 21, 2015
 - "Hmong Teen Charged as Adult in Wausau (The Hmong Times) (<http://www.hmongtimes.com/main.asp?SectionID=31&SubSectionID=190&ArticleID=5473&TM=62777>): "'The recent tragic death of a 13-year-old boy has generated much discussion around the topics of safety, friends, social media, gangs and parenting,' Wausau Police Chief Jeff Hardel said. 'The (school district and police) will have a panel of professionals available to provide information on these topics and answer questions from parents and community members. The goal of our organizations is to strengthen our collaboration with parents and community members to prevent similar situations from occurring in the future.' . . . The incident has been difficult for police and county administrators as well. '(We) decided by statute we had no choice but to house him in the adult facility,' said Marathon County Jail Administrator Sandra La Du-Ives. This means that Yang will be housed in jail versus a juvenile detention facility where he was originally held. But according to the Wausau Herald, 'La Du-Ives still believes the juvenile detention center would be a better place for Yang to continue his education and interact with people his age. He is considered low risk to re-offend while incarcerated, based on the jail's assessment,' she said. He is not housed with adults while in jail however. 'Juveniles and adults are separated so children are not victimized in a facility,' she said. The Herald described Yang's housing, 'Yang currently is in a two-person cell with a 17-year-old inmate, which meets legal standards. The cell block includes two rooms, each with one bed, and a common area with a picnic table, television and the ability to communicate with staff.'"
- April 29, 2015
 - The court orders a competency evaluation of Dylan. Ex. F.
- May 14, 2015

- Competency evaluation filed by Dr. Galli (DHS). *Id.*
- June 3, 2015
 - Competency hearing conducted. Dylan is found competent per Dr. Galli. Dylan testifies that he is competent. The court finds Dylan competent to proceed. *Id.*
- July 2, 2015
 - Reverse Waiver Hearing conducted. Dylan’s counsel waives right to Reverse Waiver Hearing. Court questions Dylan and counsel regarding understanding of Reverse Waiver. Court finds that Dylan has freely, voluntarily and intelligently waived the right to a Reverse Waiver Hearing. Ex. F at 25. As a result, Dylan’s case remains in adult court rather than being transferred to juvenile court.
- March 14, 2016
 - Jury trial commences. After questioning by the court and counsel, eleven jurors are stricken. *Id.*
- March 15, 2016
 - Jury trial continues. *Id.*
- March 16, 2016
 - Jury trial continues. Dylan’s confession to Lieutenant Baeten is played for jury. *Id.*
- March 17, 2016
 - Jury trial continues. Dylan chooses to testify after being advised of his rights by the court. The court finds Dylan has freely, voluntarily, and intelligently made his decision to testify. *Id.* No transcript of Dylan’s trial testimony is currently available, but his testimony is widely reported:
 - “Dylan Yang to jury: ‘I was scared and angry’” (Wausau Daily Herald) (<http://www.wausaudailyherald.com/story/news/crime/2016/03/17/dylan-yang-jury-scared-and-angry/81933890/>) “Yang admitted he stabbed Powell during his testimony, but claimed he thought Powell had a real gun — not a BB gun. ‘I was scared and angry,’ he said. ‘There were a million thoughts going through my mind when he was shooting at us.’”
 - “Dylan Yang testifies in his own defense” (WSAW-TV) (<http://www.wsaw.com/content/news/RIGHT-NOW-Dylan-Yang-testifies-in-his-own-defense-372453622.html>): “During cross examination while Yang was on the stand, Marathon County Assistant District Attorney Lesli Pluster questioned Yang about some of the statement he

made during that interview with police and during his testimony Thursday. 'You were the one that actually involved yourself in what was going on that day,' said Pluster while Yang was on the stand. 'You texted CJ first.' 'You told Baeten real g's use guns and knives.' 'You could have just ignored CJ. There was no reason you had to text him that day,' said Pluster. 'Well yes, but I was upset,' Yang explained."

- March 18, 2016
 - After deliberating for approximately three hours, the jury finds Dylan guilty of first-degree reckless homicide. Ex. F.
- March 22, 2016
 - The court begins receiving letters from Dylan supporters requesting, among other things, leniency in Dylan's sentencing. Ex. F.

CONFIDENTIAL MEMORANDUM

ATTORNEY-CLIENT PRIVILEGED

TO: The Executive Committee of the Marathon County Board

FROM: Andrew T. Phillips
von Briesen & Roper, s.c.

RE: Questions Surrounding Marathon County Board's Authority to Suspend or Otherwise Discipline County Administrator

DATE: August 3, 2016

It is our understanding that questions or concerns have arisen surrounding the County Board's legal authority to discipline the County Administrator. This memorandum is intended to address those questions or concerns.

APPLICABLE STATUTES

Section 59.18(7) of the Wisconsin Statutes expressly states that "a county board may remove a county administrator at any time that the county administrator's conduct of the county administration becomes unsatisfactory." Similarly, section 59.22(2)(c)1.c. of the Wisconsin Statutes explicitly provides that in situations not involving removal, a county board may "[e]stablish regulations of employment for any person paid from the county treasury." Finally, the Attorney General has confirmed a county board's authority under Wis. Stat. § 17.10(6) to suspend, demote, or discharge employees appointed by the Board. OAG-06-13, ¶ 14.

The County Administrator is paid from the County treasury; therefore, Wis. Stat. § 59.22(2)(c)1.c. allows the Board to establish regulations of employment for the Administrator.¹ Additionally, because Wis. Stat. § 59.18 and Section 5.01 of the Marathon County Code of Ordinances establish that the Administrator is not subject to a civil service ordinance, the Board may suspend, demote, or discharge the Administrator unless the Ordinances provide for a different procedure or process. Accordingly, the Board's process for imposing discipline upon the Administrator is governed by the Ordinances and accompanying regulations promulgated by Marathon County.

¹ It should be noted that the Wisconsin Statutes do not address a significant portion of the Administrator's terms and conditions of employment with the County, such as paid time off, sick leave, etc. Nonetheless, it is well-established that the Board has the authority to determine these terms and conditions of the Administrator's employment.

THE ORDINANCES

The Ordinances do not preclude the Board from imposing any sort of discipline upon the Administrator. In fact, section 1.11(1) of the Ordinances establishes the existence and surrounding duties of the Administrator's position, specifically stating that the Administrator is to serve as an agent of the Board. Section 1.11(1) also mandates that the Board conduct a review of the Administrator's activities on at least an annual basis in accordance with sections 2.01(21)(a)-(d) of the Ordinances.

Sections 4.01 – 4.08 of the Ordinances establish that a unified set of personnel policies and procedures for non-union employees are to be promulgated by the Administrator. This set of personnel policies is entitled the "Marathon County Personnel Policies & Procedures Manual." Chapter 1, section 8 of the Marathon County Personnel Policies & Procedures Manual ("Manual") provides as follows:

This manual shall govern personnel administration of all employees of the County except the following:

- A. Members of the Marathon County Board of Supervisors.
- B. Elected department heads (e.g. Sheriff, Register of Deeds, Clerk of Courts, Treasurer, County Clerk).
- C. Members of Boards, Commissions and Committees who are not County employees.
- D. Employees of the North Central Health Care Center.
- E. Employees of the City-County Information Technology Commission.
- F. Employees of the Department of Special Education.
- G. Persons employed by contract to perform special services for the County.
- H. Employees covered by a collective bargaining agreement in areas of wages, hours, and conditions of employment which are specifically addressed in their labor agreement.
- I. Employees covered by the Sheriff's Department Lieutenant ordinance in areas of wages, hours, and conditions of employment which are specifically addressed in that ordinance.

The Administrator position is not covered by any of the aforementioned exceptions. Therefore, while we do not conclude that the Personnel Manual necessarily applies to the Administrator's position, the Board's actions are consistent with Chapter 1, section 10(D) of the Manual, which establishes that, as an employer, the County has the right and responsibility "[t]o suspend, demote, discharge and take other disciplinary action against employees."

Based on the information and analysis above, it is clear that the Board has the authority, under statute and the Ordinances, to suspend or otherwise discipline the Administrator.

If you have any questions regarding this memorandum, please let us know.

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 22nd 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	Progress
	Split	Inactive Task	Duration-only	Finish-only	Progress	Manual Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	Manual Progress	Manual Progress

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 27th 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-
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
6 in the Town of Hewitt, County of Marathon, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

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

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

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
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:

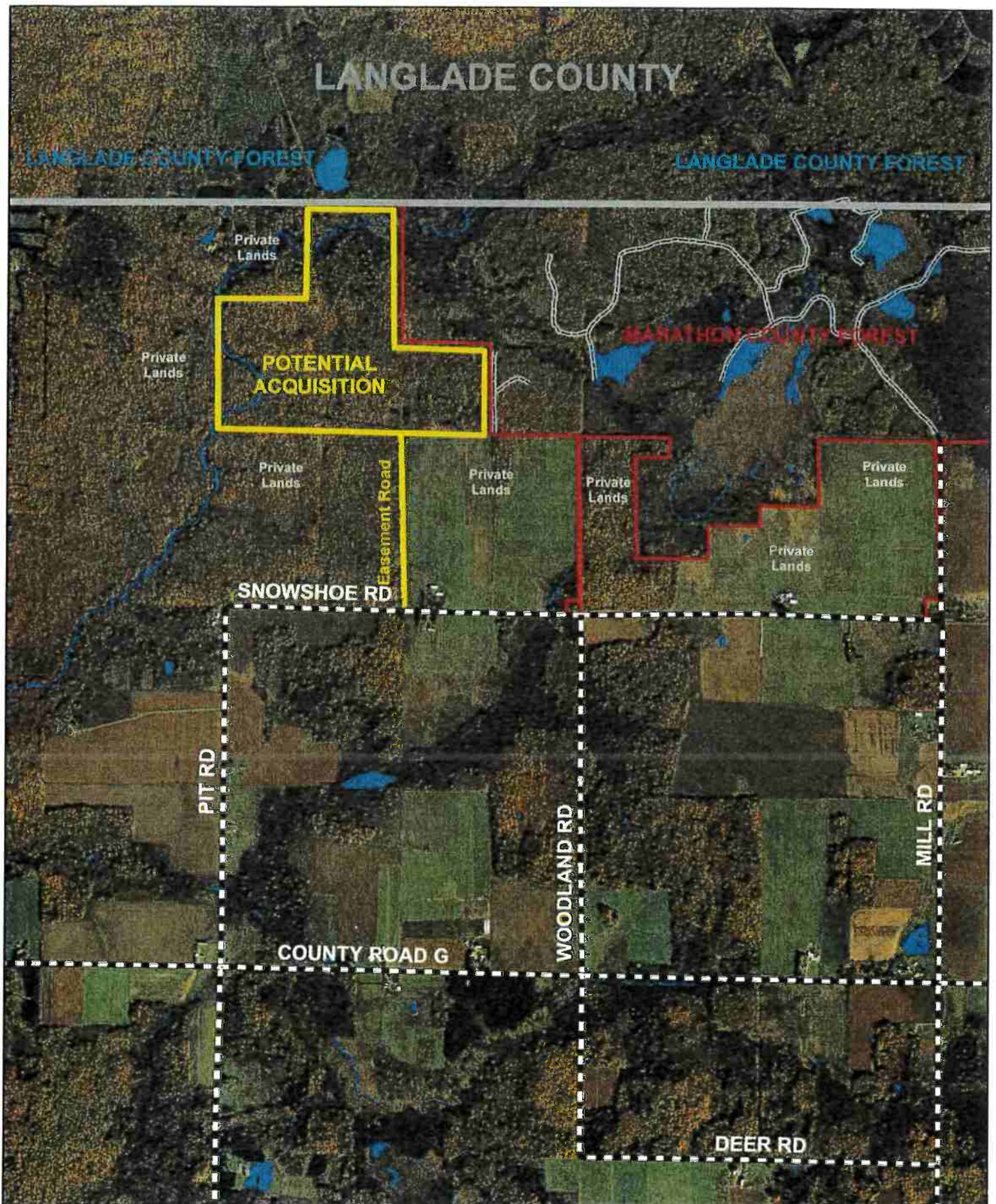
- A. Seller understands that Buyer is not acquiring the property by condemnation. Buyer has not exercised or threatened to exercise its power of eminent domain. Seller and Buyer both agree that this is a voluntary sale of property and that each party has acted in its own best interests in negotiating 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.

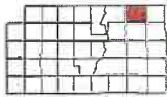
4. GRATUITIES AND KICKBACK

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





SEE PAGE 97

21700

20100

18500

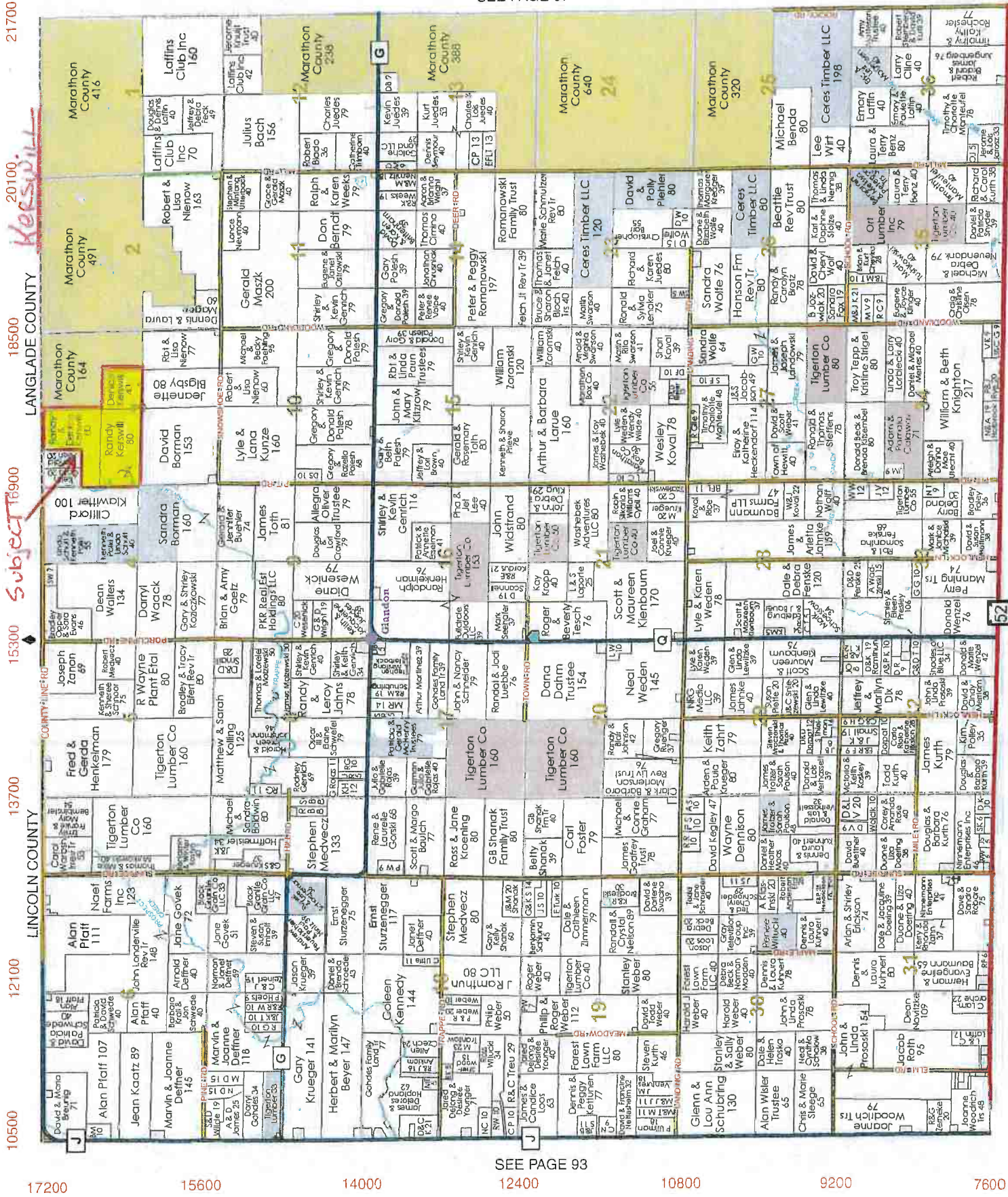
16900

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. and County Materials, Corp. are 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 27nd 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

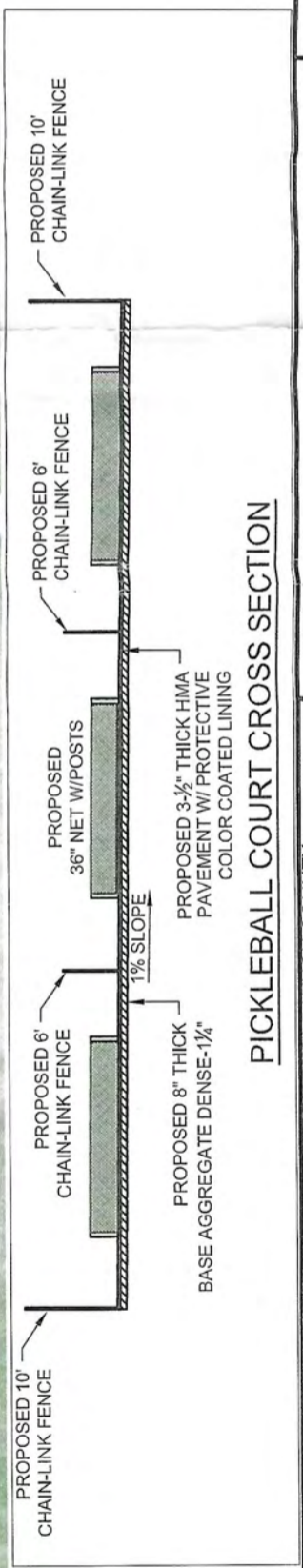


EXISTING ENTRANCE



EXISTING LIGHT POLES

PICKLEBALL COURT CROSS SECTION







Capital Project Request Form

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

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.*

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



Capital Project Request Form

2. PROJECT DEFINITION AND SCOPE			
Project Objective(s)	Provide hard court recreational opportunities primarily for the older adult population		
Alignment to Departmental Mission Statement	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.		
Departmental Priority (check a different priority for each project)	(High)	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/>	(Low)
Related Other Projects			
Alternatives Considered	1. Leave failing tennis courts as is 2. 3.		
Why Alternatives Listed Above Were Rejected	1. Existing tennis courts will need to be removed due to condition. 2. Recreational opportunities for older adults will not occur 3.		
Target Start Date	6/1/2020	Anticipated Completion Date	September 30, 2020
Project Scope Statement 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>"In Scope" = everything the project will include to meet the requirements of the project objectives.</p> <p>"Not in Scope" = 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>In Scope:</p> <ul style="list-style-type: none"> • Bidding • Demolition • Paving • Fencing • Nets • • • • • • 	<p>Not in Scope:</p> <ul style="list-style-type: none"> • Landscape renovation • • • • • • • • • 	

3. PROJECT RISK FACTORS	
Assumptions	Asphalt and steel pricing remain constant
Dependencies	Support of the Pickleball community
Constraints	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
Project Budget (total of estimated cost components)	\$100,000.00	←----- (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			Funding Amount
<ul style="list-style-type: none"> Pickleball Organization 			\$100000.00
			\$
			\$
Total CIP Funding Requested		\$0.00	

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
	Total Recurring Costs	\$500.00
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"> • Photographs • Approved by CIP Committee on July 23rd and recommended to the Human Resources, Finance and Property Committee • Approved by Park Commission July 30th and ERC August 1st and recommended to the Human Resources, Finance and Property Committee

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 27th 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.



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

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

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

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 27th 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.

COUNTY ADMINISTRATOR RECRUITMENT AND SELECTION TASK FORCE

1. Mission/Purpose Statement: The Task Force is created to establish and oversee a recruitment and selection process to fill the position of Marathon County Administrator. Additionally, the Task Force shall engage outside counsel to draft and negotiate an Employment Agreement with the top candidate to fill the County Administrator position. Ultimately, both the County Administrator position appointment and the Employment Agreement must be approved by majority vote of the County Board consistent with 59.18 County Administrator, (8) Vacancy, How Filled.
 2. Membership: The County Board Chair shall chair the Task Force. Additional members shall include:
 - A. Vice Chair of the County Board
 - B. A County Board member still in their first term of office.
 - C. A representative of the business community, preferably with human resource management experience.
 - D. A representative of higher education.
 - E. A representative of municipal government (city, village, town)
 - F. A representative of the legal community, preferably with experience in municipal law.
 3. Statutory Responsibilities: Task Force members shall conduct their work consistent with Wisconsin Statutes 59.18 County Administrator with particular notice to these subsections:
 - (2) Duties and Powers
 - (6) Qualifications for Appointment
 - (7) Removal
- Additionally, the Task Force is responsible for seeing that candidate employment applications/materials are held confidential until a determination of finalists for the position is made. Once the list of applicants is narrowed to less than five candidates Section 19.36(7) Identities of Applicants for Public Positions may require the public release of the applicants' materials of the finalist candidates by the Task Force.
4. Term: The Task Force shall begin its work immediately following the adoption of its charter and confirmation of its membership. The term will extend to March 31, 2020.
 5. Reporting Relationships: The Task Force reports to the Executive Committee and shall provide a monthly update on progress each month that the Task Force exists. The County Board Chair shall be responsible for keeping the County Board of Supervisors updated on the progress of the recruitment and selection process.
 6. Duties and Responsibilities: The Task Force shall develop recommendations to Executive Committee regarding the following:

- A. Update the Marathon County Administrator job description to ensure that the most important job duties and responsibilities are listed and that the educational and experiential requirements of the position are substantially related to success in the position.
- B. Establish and oversee a process where educational degrees are confirmed, prior and current employers are contacted and asked for job related information about the candidate, personal references are contacted and all of the information is compiled into a report that can be considered by the County Board of Supervisors in the process of confirming an appointment.
- C. Identifying a list of competencies critical to success in the position. An example of “competencies” developed for the Deputy County Administrator position are:

As a leader in the County system, the Deputy County Administrator needs a broad range of competencies. Those listed in this section are particularly important to success on the job:

Influencing skills including:

- Promoting own position and ideas with confidence and enthusiasm.
- Anticipate the positions and reactions of others accurately.
- Knowing whom to involve and when.

Promoting collaboration by:

- Building team cohesiveness by establishing communications and reinforcing shared values.
- Inviting and building on the ideas of others.
- Promoting teamwork among groups and discouraging “them vs. us” thinking.

Engaging and inspiring others by:

- Fostering a sense of urgency, ownership, and personal commitment to work.
- Creating a work environment that encourages others to do their best.

Financial skills including:

- Ability to prepare realistic estimates of budget, staff and other resources.
- Make prudent decisions regarding significant expenditures.

Additionally, the selected candidate must be able to:

- Effectively prioritize their own work and manage their time.
- Identify underlying issues and root causes of problems.
- Make decisions based on sound logic and rationale.

- Understand the unique role of County Government in Wisconsin and our relationships with other units of government.
- Understand the legal environment and make decisions that are consistent with local, state and federal laws, rules and regulations.

These competencies shall be considered when creating interview questions and evaluating the responses of candidates.

- D. Establishing an interview team to do an initial screening interview of candidates with the goal of identifying the top 3 – 5 finalists who will advance to a second interview conducted by the Executive Committee. The interview team shall include representatives of the Marathon County community and shall not be limited to officials or employees of Marathon County.
- E. Suggest a set of job related interview questions and evaluation guidelines to both the initial screening interview team and the Executive Committee that are consistent with all laws prohibiting discrimination in employment.
- F. Establish a process for attracting job applicants including and not limited to:
 - Advertisements of the position with the Wisconsin Counties Association, National Association of Counties and Wisconsin City-County Managers Association.
 - Development of recruitment materials that markets both the Marathon County Administrator position and also Marathon County community, as a desirable place to live, and the accomplishments of Marathon County government in building a strong work culture and in providing high quality public services to its residents.