## AGENDA OPERATIONS COMMITTEE

DATE: Tuesday, January 6, 2026

TIME: 10:00 AM

**LOCATION:** Courthouse – Room 302

1. Call meeting to order

- 2. Public Comments
- 3. CONSENT AGENDA
  - a. Review/approve minutes from December 2, 2025, committee meeting
  - b. Review monthly letters of comment from department heads.
  - c. Approval of departments vouchers County Board, County Clerk, Finance, Human Resources, and Treasurer.
- 4. Review items, if any, pulled from consent agenda

## 5. COUNTY CLERK

- a. 2027 Election Equipment CIP Request discussion/MOU with municipalities
- b. Change date of June County Board meeting to June 23, 2026

### 6. WELLNESS COORDINATOR

a. Monthly update

#### 7. FINANCE

- a. Resolution Tax Revenue Bond Financing Request
- b. Resolution Amend 2025 Edgewater Maintenance Budget
- 8. Consider any agenda items for next meeting
- 9. Set next regular committee meeting date Tuesday, February 3, 2026 10:00 AM
- 10. Adjourn

Join by phone

+1-408-418-9388 United States Toll Access code: 2497 235 8562

## Join by WebEx App or website

https://woodcountywi.webex.com/woodcountywi/j.php?MTID=ma5da9e249fc067aafb876928fa941417

Webinar number: 2497 235 8562 Webinar password: 010626

## MINUTES OPERATIONS COMMITTEE

**DATE:** Tuesday, December 2, 2025

**TIME:** 10:00 AM

**PLACE:** Courthouse – Rm 302

MEMBERS PRESENT: Laura Valenstein, Donna Rozar, Lance Pliml, Jake Hahn,

Joseph Zurfluh

OTHERS PRESENT: Trent Miner, County Clerk; See attached sign-in list

1. Chair Valenstein called the meeting to order at 10:00 AM.

2. There was no public comment.

- 3. Motion by Rozar/Zurfluh to approve the consent agenda. Motion carried unanimously.
- 4. Wellness Coordinator Peterson reviewed updates of the Wellness Program and presented a PowerPoint on the year-to-date aggregate results from the previous two years from the Wellness Program, highlighting successes and challenges. Activities will be built around those results going forward.
- 5. Treasurer Gehrt presented a request to fund legal fees associated with a tax assessment appeal on selected manufacturing parcels in the City of Wisconsin Rapids. The cost of the legal fees is being split proportionally between the various taxing entities in the county. If the appeal were to lose, the county portion of the tax payback would be over \$1.1 million. Motion by Rozar/Pliml to approve the expenditure of not to exceed \$25,000 for the aforementioned purpose. Motion carried unanimously.
- 6. Gehrt requested the use of the Wisconsin Surplus Online Auction website to sell tax deeded parcels that do not sell during the sealed bid process. The auction process would be added before the office does the over-the-counter sales. Motion by Rozar/Hahn to allow the County Treasurer to utilize use of the Wisconsin Surplus Online Auction site to sell tax deeded property. Motion carried unanimously.
- 7. Gehrt presented a resolution to sell tax deeded property. Motion by Pliml/Hahn to approve the resolution and forward onto the county board for their consideration. Motion carried unanimously.
- 8. Finance Director Yang presented a resolution to authorize the expenditure of opioid settlement dollars to various applicants approved by the Opioid Task Force. Motion by Hahn/Valenstein to approve the resolution and forward onto the county board for their consideration. Motion carried unanimously.

- 9. The next regular meeting will be held on Tuesday, January 6, 2026, at 10:00 AM.
- 10. Motion by Rozar/Pliml to go into closed session pursuant to Wis Stats 19.85 (1)(c) to conduct performance evaluations of the department heads the committee oversees. Motion carried unanimously.
- 11. Motion by Rozar/Hahn to come back into open session. Motion carried unanimously.
- 12. Chair Valenstein adjourned the meeting at 11:09 AM.

Minutes taken by Trent Miner, County Clerk, and are in draft form until approved at the next meeting.

## Operations Committee December 2, 2025

NAME	REPRESENTING
JEHT PENZKOVER	(J'CB#1)
DENNIS POLACH	WCB-14
Darrin Steinback	Finance
Pany a Yang Sheshite	Finance
Susmin	Heavy
Bill Gendonory	Propose
TAPA JENSEN	
Kim Shmac	Clerk of Court
Nick Flaragas	Corp Counsel
Riley Actorson	Wellness
Kelli Szymonski	HR
Hoother Gehrt	Treasurer
1)	
Amy Kaup (Web Ex)	CR Dist 9
Scott Brehm (Web Ex)	CB Dist 9
Justin Cielewicz (Ulb Ex)	CB Dist 9 Edgewater Haven
Nick + Ingaur (Web Ex)	Human Services
Katie Heasted Web Ex	Human Services



# Wood County WISCONSIN

## OFFICE OF THE COUNTY CLERK

Trent Miner

## Letter of Comments - January 2026

- I will be presenting a couple of documents that, while I do not necessarily need committee
  approval on, there is a funding mechanism to it that we need to discuss as it relates to the
  upgrading of the election tabulation system in the county.
- I hosted a County Clerks Executive Committee meeting here at the Courthouse on December 4<sup>th</sup> to start the process of strategic planning for our association. After two terms as President of the association, I have another year left as Immediate Past President which lands me on the Executive Committee. The Board of Directors for the Wisconsin County Clerks Association will be meeting here on January 30<sup>th</sup>.
- In December, I conducted two, 3-hour sessions of the Municipal Clerk Core Training, a required training that new clerks must take before administering elections. One session was in Wausau, the other I did here at the courthouse. In January, I am doing six, 3-hour sessions of Chief Election Inspector Baseline training. The Marathon County Clerk likes to tag-team her trainings, so I will be in Wausau on Saturday, January 10<sup>th</sup> and Thursday, January 29<sup>th</sup>. I am doing two sessions in Wood County, both in Pittsville, on Wednesday, January 14<sup>th</sup> and Saturday, January 17<sup>th</sup>, and then two sessions in Portage County to assist their County Clerk on Wednesday, January 21<sup>st</sup> and Thursday, January 22<sup>nd</sup>.
- In addition, I will be attending a District County Clerk meeting on Thursday, January 15<sup>th</sup> in Green Lake County. We will be saying goodbye to their County Clerk who is retiring after 9 years that position, and many more years within that office.
- We are working on programming a spring primary election. So far, as of this writing, we only have one primary election needed, that being for County Boad Supervisory District #9. I am constant communication with the school districts to determine whether they will be needing one as well.
   There does not appear to be a need for any statewide primary.
- I am looking at what our outgoing mail process would look like if we were to contract out all the postage application to a vendor instead of us leasing a mail machine. Stay tuned as this progresses. I will be making a final decision on this before the 2027 budget season commences as the current lease on the mail machine ends in November of 2027.
- I decided to discontinue our fax line into the office. We never use it and it cost us over \$200.00/year. Just did not make sense to continue to pay for the service.



# Wood County wisconsin

Office of Finance Director

PaNyia Yang Finance Director

**Date:** 12/29/2025

To: Operations Committee

From: PaNyia Yang

**Subject:** Monthly Letter of Comments

## **Departmental Activities**

## Finance Department Updates

### a. ARPA Funds

As of November 30th, we have about \$4.0 million remaining – the majority being \$3.0 million of park improvements/building. The smaller amounts consist of \$545,000 for the radio system update, Land & Water Conservation of \$118,000 for various projects, Highway of \$232,000 for the Marshfield fuel system, and Planning & Zoning of \$145,000 for LiDAR. Funds must be expended by the end of 2026.

## b. Year-end e-mails sent to Department Heads/Accountants/Office Managers

- i. Budget Action Letter start reviewing actuals to budgeted amounts and draft resolutions if necessary
- ii. Year-end Accounting Letter explains how to properly classify and record 2025 and 2026 expenditures, accrual of payroll expenses, etc.
- iii. Fixed Asset Inventory Report report new fixed assets added/purchased in 2025, WIP, and/or retirements
- iv. Audit Preparation Letter items to prepare and gather for the Finance department in preparation for the 2025 audit that will be taking place from April 27<sup>th</sup> thru May 8<sup>th</sup>.

## c. Sales Tax Update

October sales tax revenues received in November were quite disappointing. We only received \$552,045. For the past three years, we were averaging about \$780,000 in the month of October. I'm hoping it was just an off month. I'm estimating we'll land anywhere from \$8.1 million to \$8.3 million in total sales tax revenue for the year - \$8.4 million if we're lucky. We budgeted \$8.3 million.

JAN	FEB	MAR	APR	MAY	JUNE
\$697,425.03	\$587,164.67	\$547,506.44	\$838,904.10	\$594,648.85	\$ 867,497.69
JULY	AUG	SEPT	OCT	NOV	DEC
\$761,499.31	\$719,135.88	\$907,123.98	\$552,045.16	\$ -	\$ -

Sales Tax Revenue received Jan-Oct \$7,072,951.11



# Wood County WISCONSIN

Office of Finance Director

PaNyia Yang Finance Director

### **Agenda Items**

## Resolution - Public Finance Authority Bond Consent

Per Corporation Counsel, Nick Flanagan, this resolution "relates to a request by an area developer to utilizing tax revenue bond financing (a/k/a tax exempt financing) through the state's Public Finance Authority under Wis. Stat. 66.0304(11)(a) for several housing development projects spanning three different counties (Wood, Portage, and Taylor). Pertinent to us would be the project located at 3220 Norton Street in the City of Wisconsin Rapids...Under state law- Wis. Stat. 66.0304- the County and City would need to consent to the use of such financing mechanism by the developer."

This request is also being considered by the City of Wisconsin Rapids at their Finance & Property Committee/City Council January meetings. Nick will attend the Operations Committee and answer questions that the Committee members may have. Included in the packet is a cover letter received by the developer, a map of the location, and the Joint Exercise of Powers Agreement that the developer has relating to the Public Finance Authority.

### Resolution - Amend 2025 Budget - Edgewater Maintenance

This resolution seeks to amend Edgewater's 2025 Maintenance budget for the purpose of funding the unanticipated water lateral repairs at Edgewater Haven. Repair costs were estimated to be around \$112,632. The Operations Committee approved Edgewater to retain the \$112,632 from the 2024 budget surplus to pay for these repairs in 2025 at their April 2025 committee meeting. The repairs were completed in October, and the actual total repair costs came in at \$134,349.59, an overage of \$21,717.59. Therefore, the overage will be covered using leftover Edgewater capital projects debt funding of \$15,979.41, and the remaining \$5,738.18 will be absorbed in Edgewater's 2025 operating budget.



# Wood County WISCONSIN

December 30, 2025

To: Wood County Operations Committee

From: Kimberly McGrath, Director- Human Resources

Subject: Human Resources (HR) Monthly Letter of Comments – December 2025

## **Human Resources Activity**

	December 2025	2025 Year-to-Date
Applications Received	77	1,620
Positions Filled	9	166
Promotions/Transfers	3	50
New Hire Orientations	7	132
Terminations, Voluntary	8*	86
Terminations, Involuntary	1	10
Retirements	2	13
Turnover Rate	.97%	.93%
Exit Interviews	0	37

<sup>\*</sup>Five of these are casual

## **Human Resources Narrative**

### **General Highlights**

- All required annual Performance Evaluations were submitted to Human Resources this month. The 2025 wage plans will remain in place for the first half of 2026, with eligible employees receiving a step increase effective January 1<sup>st</sup>. The 2026 wage plans have been created and posted with an effective date of July 1, 2026; these plans have the 2% COLA added. Both 2025 and 2026 wage plans are available on the HR Intranet.
- 2. Annual Safety Training was communicated to all staff this month. This year, we are excited to provide a recorded video as well as the standard PowerPoint presentation. All current, non-healthcare employees are required to review the updated training electronically and submit a Certificate of Completion by January 16, 2026. At this point, approximately 200 certificates have been submitted.

#### **Meetings & Trainings**

- 1. Attended the Operations Committee meeting on December 2<sup>nd</sup>.
- 2. Attended County Board on December 15th.
- 3. Attended the Health & Human Services Committee meeting on December 18th.
- 4. Attended a SPAHRA Virtual Session titled "Reigniting Critical Thinking into our HR Work" on December 3<sup>rd</sup>.

- 5. Attended a Kick-Off call with Lumelight on December 9<sup>th</sup> regarding our required MHP Analysis.
- 6. Attended von Briesen's Breakfast Briefing "Beyond the Normal Do's and Don'ts of Internal Investigations" on December 16<sup>th</sup>.
- 7. Attended the monthly conference call with The Horton Group on December 23<sup>rd</sup> to discuss various benefit topics, including the 2026 renewal process.
- 8. Held individual staff and team meetings to discuss and provide updates on the department's identified 2025 goals.
- 9. Team members attended various webinars related to benefits, employment law, and compliance.

#### **Benefits**

- 1. Medical, Dental, and Vision changes made at Open Enrollment were updated in HRMS and reflected on December employee paychecks. FSA, HSA, and Short Term Disability changes and enrollments were updated in HRMS in December and will be reflected on January paychecks.
- 2. Non-Discrimination Testing for the Flexible Spending Plan was completed and our plans passed.
- 3. Processed Family and Medical Leave requests, address changes, beneficiary designations, qualifying events, benefit elections or contributions for new hires, terminations, and cancellation/reporting of benefits.
- 4. Processed and prepared monthly COBRA remittance, EBC admin fees, and stop loss admin fees.
- 5. Assisted multiple employees with questions related to FMLA, leaves of absence, retirement, and benefit claims concerns.
- 6. Processed COBRA notifications for dependents on the health plan reaching age 26.

### **Recruitment**

- 1. Updated the Status of Open Positions, Headcount Sheet (FTE Control), New Hire, and Termination spreadsheets daily.
- 2. Assisted multiple departments with interviews and selection process.
- 3. Reported new hires with the Wisconsin New Hire Reporting Center.
- 4. Posted multiple vacancies on Cyber Recruiter and other pertinent employment sites based on the Request for Hire submitted. Closed multiple positions in Cyber Recruiter upon successful acceptance of an offer and notified all remaining applicants of position status.
- 5. Communicated with multiple applicants, employees, and supervisors regarding varying positions.
- 6. Continue to work with Edgewater, Norwood, and Human Services to review and update/pause/re-instate subscriptions with Indeed. Continually looking into different options to ensure we are reaching out to interested candidates in a timely manner.
- 7. Scheduled multiple post-offer, pre-employment drug tests with multiple testing locations for applicants offered employment.

## The following chart shows position activity during the month. Positions that are filled are dropped from the list the following month.

Refilled Position	<u>Department</u>	<u>Position</u>	<u>Status</u>
Replacements	Clerk of Courts	Court Clerk	Position posted: deadline 12/8/25. Interviews being conducted
Replacement	District Attorney	Legal Administrative Assistant	Position posted; interviews conducted, filled internally 12/29/25
Replacements	Edgewater	CNA, RN, LPN, and Dietary Assistant – (Multiple)	Ongoing recruitment- positions posted, applications reviewed, interviews, references, backgrounds, onboarding. Deadline 3/9/26
Replacement	Health	Program Assistant	Position posted; interviews conducted, references/background completed, offer extended and accepted, filled 12/8/25

Replacement	Health	WIC Nutritionist/Health Educator	Position posted; interviews conducted, references/background completed, offer extended and accepted, filled 1/5/26
Replacement	Highway	Mechanic II	Position posted; deadline 1/12/26
Replacements	Human Services	Mental Hlth Case Mgr (CCS Service Facilitator) – 2 - WR	Positions posted, interviews conducted, references/background completed, offer extended and accepted, one filled 11/10/2025 Deadline for 2nd position 1/5/26
Replacement	Human Services	Youth Mentor Case Mgr	Position posted; interviews conducted, references/background completed, offer extended and accepted, filled 12/22/25
Replacement	Human Services	Children's Waiver Case Manager	Position posted; deadline 1/5/26
Replacement	Human Services	Case Manager/Social Worker – Ongoing	Position posted; deadline 1/5/26
Replacement	Human Services	Case Manager/Social Worker – IA	Position posted; deadline 1/5/26
New Position	Human Services	HOME Team Lead Social Worker	Filled from within 12/8/25
Replacement	Human Services	Mental Hlth/SUD Therapist	Position posted; deadline 1/12/26
Replacement	Human Services	Family Interaction Worker	Position posted; deadline 1/19/26
New Position	Maintenance	Building Automation Specialist	Position posted; deadline 1/12/26
Replacements	Norwood	Mental Health Technicians, Dietary Aides, RN, and LPN	Ongoing recruitment- positions posted, applications reviewed, interviews, references, backgrounds, onboarding; deadline 1/13/2026
Replacement	Parks	Medical 1 <sup>st</sup> Responders	Position posted; deadline 1/5/26
Replacement	Sheriff	Administrative Asst II	Position posted; deadline 12/14/25
Replacement	Sheriff	Deputy Sheriff – Establish Eligibility List	Position posted: deadline 1/11/26. One position filled 12/8/25

### **Safety/Risk Management**

- 1. Managed open claims with Aegis/Charles Taylor throughout the month.
- 2. Corresponded with various insurers regarding claims and pending litigation.
- 3. Attended Edgewater Safety Committee on December 3<sup>rd</sup> and Norwood Safety Committee on December 9<sup>th</sup>.
- 4. Conducted N95 fit testing at Edgewater Haven for six employees and contract staff on December 4<sup>th</sup>.
- 5. Attended Q4 PRIMA Meeting virtually on December 11<sup>th</sup>.
- 6. Met with Emergency Management, Dispatch, Edgewater, Norwood, and IT staff on various dates to discuss messaging in the Everbridge System.

#### NEW Workers' Compensation Claims (1)

1. 12/13/25 – Sheriff's – Employee suffered pain/swelling to R hand after going to ground while taking combative juvenile into custody (restitution will be requested)

## OPEN Workers' Compensation Claims (7)

- 1. 2/12/25 EM Employee slipped on ice, fell on L side hauling debris to bin at EM Shop (surgery required)
- 2. 7/7/25 Highway Employee strained R knee while entering truck (late report)

- 3. 9/26/25 Land Conservation Employee suffered L shoulder/neck pain and soreness after MVC (initially reported as first aid only)
- 4. 10/17/25 Sheriff's Employee suffered R arm/shoulder pain and bruising at school function
- 5. 10/27/25 Edgewater Haven Employee strained R bicep/arm while lifting resident
- 6. 11/3/25 Human Services Employee sprained R ankle after stepping in hole on city street
- 7. 11/11/25 Maintenance Employee sprained L foot/ankle after stepping on uneven floor in underground parking

## CLOSED Workers' Compensation Claims (3)

- 1. 10/6/25 Human Services Employee was bitten/scratched by cat while conducting home visit
- 11/15/25 Norwood Employee was kicked in the L side/hip area while restraining combative patient
- 3. 11/22/25 Sheriff's Employee injured L hand/thumb while recovering stolen property at private residence

## First Aid Injuries (2)

- 1. 12/13/25 Sheriff's Employee had R shoulder pain/tightness after taking combative juvenile into custody
- 2. 12/16/25 Norwood Employee had both feet run over by wheelchair propelled by resident

### Property/Vehicle Damage Claims (1)

1. 11/8/25 – Parks – Powers Bluff dump truck damaged by vandalism (est. damage unknown)

### Liability Claims (2)

Various mailbox claims were received throughout the month. All claims were investigated by Highway Department and Safety/Risk.

#### OPEN EEOC/ERD Claims (3)

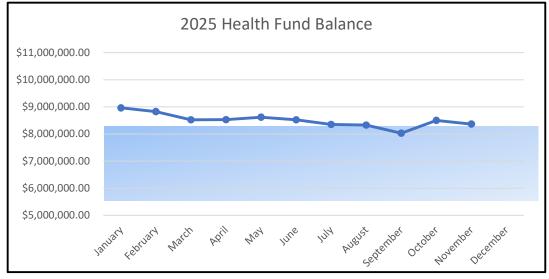
- 2/14/22- Former Norwood employee submitted a claim alleging violation of the Equal Employment Opportunity Act (EEO), experiencing discrimination based on creed/religion. We received a Notice of Complaint on February 16, 2022. Chubb Insurance assigned external counsel to Jackson Lewis. Our position statement was drafted, finalized, and submitted to the EEOC on April 15, 2022. No recent activity.
- 2. 12/13/24- Former Clerk of Courts employee submitted a claim alleging violation of the Equal Employment Opportunity Act (EEO), experiencing discrimination based on national origin and sex. County Mutual assigned external counsel to Lindner Marsack. Our position statement was drafted, finalized, and submitted to the EEOC on January 21, 2025. No recent activity.
- 3. 6/4/25- Former Human Services employee submitted a claim alleging violation of the Equal Employment Opportunity Act (EEO), experiencing discrimination based on pregnancy and sex. County Mutual assigned external counsel to Lindner Marsack. Our position statement was drafted, finalized, and submitted to the EEOC on June 18, 2025.

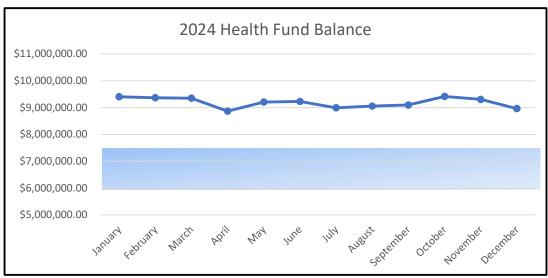
#### Other

- 1. Created and distributed the quarterly employee newsletter, County Connection.
- 2. Created and distributed the Monthly Manager Resource, titled "Employee Recognition" to all Wood County managers and supervisors.
- 3. Posted multiple announcements on LinkedIn and Facebook throughout the month. These include job advertisements, employee recognition, and other relevant community-focused announcements.
- 4. Worked with Unemployment Insurance (UI) to provide additional information regarding multiple claims. Worked with various departments to compile information needed.
- 5. Received and processed multiple invoices for HR, Safety & Risk, and Wellness.

- 6. Facilitated New Hire Orientation on December 1<sup>st</sup>, 8<sup>th</sup>, and 22<sup>nd</sup>.
- 7. There were no exit interviews conducted in December.
- 8. Responded to multiple verifications of employment.
- 9. Replied to requests from surrounding counties with varied information.
- 10. Met with several County employees and managers individually over the month to listen to concerns, provide advice, counsel, resources, and appropriate follow-up.
- 11. Created quarterly employee newsletter and distributed to all employees.

		2025		2024
	He	alth Fund Balance	He	ealth Fund Balance
January	\$	8,964,253.00	\$	9,404,475.83
February	\$	8,825,436.93	\$	9,368,060.10
March	\$	8,523,449.03	\$	9,354,191.44
April	\$	8,528,653.07	\$	8,866,367.03
May	\$	8,616,729.58	\$	9,207,982.91
June	\$	8,518,696.37	\$	9,229,652.09
July	\$	8,352,009.13	\$	8,995,993.17
August	\$	8,328,467.11	\$	9,058,713.98
September	\$	8,030,198.08	\$	9,096,993.36
October	\$	8,500,559.51	\$	9,413,428.70
November	\$	8,365,945.25	\$	9,304,884.87
December			\$	8,964,742.67





For further information on HR activities, please contact the HR department.



# Wood County WISCONSIN

OFFICE OF THE TREASURER

Heather L. Gehrt

## LETTER OF COMMENTS—JANUARY 2026

- 1. Attended Wisconsin Counties Association weekly calls on Mondays in December.
- 2. The office began running tax bills on December 2 and all were picked up by their municipalities by December 12.
- 3. Attended the Operations Committee meeting on December 2.
- 4. Attended United Way Board of Directors meeting on December 3.
- 5. Attended Rural Housing Board of Directors meeting virtually on December 15.
- 6. Attended the County Board meeting on December 16.
- 7. All Statement of Taxes were due to the Department of Revenue (DOR) by December 15 with a copy submitted to the county. All municipalities have completed these and I have been busy compiling the numbers to make sure all tax rolls are in agreement and amending the incorrect ones. I then resubmit them to the DOR and forward a corrected copy to the municipal clerks. This year there seems to be an issue with 1 municipality in the Marshfield School District. The Department of Public Instruction (DPI) sent a file to the (DOR), and the district is 1 cent off. These are prefilled numbers from the DOR and can't be changed. As you may recall, this issue happened last year, however, this year, the DPI sent another file to the DOR to clean up the cent issue. I will correct the SOT and send to the municipality.
- 8. There has been a lot of office time spent on the phone and via e-mails with municipalities regarding their new tax software program. It is important that they are comfortable with all functions of the new program to avoid mistakes.



## Wood County WISCONSIN

## **Employee Wellness**

Riley Peterson

## <u>Letter of Comments – December 2025</u>

- A large portion of the month was dedicated to preparing for the 2026 wellness program.
   Resources and challenges will be available for participants based on the 2025 wellness program aggregate report and the recommendations of the Wood County Wellness Committee.
- I have been working with local fitness centers to ensure that Wood County employees continue to receive reduced membership fees. This information will be posted on the 2026 ManageWell portal and on wellness bulletin boards.
- The 2026 ManageWell portal has been created and is ready to go live in January. The portal will include many of the popular challenges from previous years and will feature new resources for participants seeking support with smoking cessation, vaping cessation, and financial education.
- The 2026 onsite biometric calendar has been created and will be available on the 2026 ManageWell portal for participants who would like to schedule an appointment. Phlebotomists and wellness staff have been confirmed to administer these biometrics.
- I am continuing to work with a variety of participants looking to earn points, complete their qualifying activities, or receive assistance with their health goals as the 2025 program comes to a close.

## COUNTY BOARD CLAIMS Nov-25

District #		MONTH	Р	ER DIEM	٨	1ILEAGE	Other spense s		TOTAL
1	Wayne Schulz Jr	November-25	\$	350.00	\$	153.30	\$ -	\$	503.30
2	Donna Rozar	November-25	\$	530.00	\$	201.60	\$ -	\$	731.60
3	Thomas Buttke	November-25	\$	415.00	\$	134.40	\$ -	\$	549.40
4	Russell Perlock	November-25	\$	300.00	\$	147.00	\$ -	\$	447.00
5	Timothy Hovendick	November-25	\$	350.00	\$	196.00	\$ -	\$	546.00
6	Allen Breu	November-25	\$	365.00	\$	133.00	\$ -	\$	498.00
7	William Voight	November-25	\$	300.00	\$	96.60	\$ -	\$	396.60
8	Jake Hahn	November-25	\$	315.00	\$	75.60	\$ -	\$	390.60
9	Scott Brehm	November-25	\$	300.00	\$	46.20		\$	346.20
11	Jeff Penzkover	November-25	\$	350.00	\$	51.80	\$ 1	<b>\$</b>	401.80
12	Laura Valenstein	November-25	\$	395.00	\$	-	\$ -	\$	395.00
13	John Hokamp	November-25	\$	300.00	\$	18.20	\$ -	\$	318.20
14	Dennis Polach	November-25	\$	300.00	\$	-	\$ -	\$	300.00
15	William Clendenning	November-25	\$	665.00	\$	128.80	\$ -	\$	793.80
16	Lance Pliml	November-25	\$	850.00	\$	121.80	\$ -	\$	971.80
17	Joseph Zurfluh	November-25	\$	340.00	\$	23.10	\$ -	\$	363.10
18	Brad Hamilton	November-25	\$	550.00	\$	194.60	\$ 12.00	\$	756.60
19	Bill Leichtnam	November-25	\$	495.00	\$	146.30	\$	\$	641.30
	Michael Feirer	November-25	\$	50.00	\$	44.80	\$ -	\$	94.80
	Lee Garrels	November-25	\$	50.00	\$	25.20	\$	\$	75.20
	Bev Ghiloni	November-25	\$	50.00	\$	7.00	\$ -	\$	57.00
	Thomas Heiser	November-25	\$	50.00	\$	7.00		\$	57.00
	David Laude	November-25	\$	50.00	\$	-	\$ -	\$	50.00
	Robert Levendoske	November-25	\$	50.00	\$	49.00	\$ -	\$	99.00
	Thomas Mancuso	November-25	\$	50.00	\$	8.40	\$ -	\$	58.40
	Michael Meyers	November-25	\$	65.00	\$	49.00	\$ -	\$	114.00
	Marie Topping	November-25	\$	50.00	\$	49.00	\$ -	\$	99.00
								\$	-
			\$	7,935.00	\$	2,107.70	\$ 12.00	\$	10,054.70

Ol :			
Chair			

County of Wood

Report of claims for: County Clerk

For the period of: December 2025

For the range of vouchers: 06250168 - 06250176

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
06250168	VERIZON	Monthly Modem Fee	11/19/2025	\$16.81	Р
06250169	AMAZON CAPITAL SERVICES	Office Supplies	11/26/2025	\$4.19	Р
06250170	AEGIS CORPORATION	Position Schedule Bond - 2026	12/01/2025	\$1,505.00	Р
06250171	GANNETT WISCONSIN LOCALIQ	Various Ads	11/30/2025	\$573.60	Р
06250172	QUALITY PLUS PRINTING INC	Outer Absentee Envelopes	12/12/2025	\$2,100.00	Р
06250173	UNITED PARCEL SERVICE	Replenish UPS	12/13/2025	\$150.00	Р
06250174	UNITED MAILING SERVICE	Monthly Mail Fees	12/09/2025	\$973.41	Р
06250175	VERIZON	Monthly Modem Fees	12/19/2025	\$16.81	Р
06250176	US BANK	VISA Charges	12/17/2025	\$2,574.00	Р
		Grand T	otal:	\$7,913.82	

## <u>Signatures</u>

Committee Chair:	<u></u>	
Committee Member:	Committee Member:	
	·	

County of Wood

Report of claims for: FINANCE

For the period of: DECEMBER 2025

For the range of vouchers: 14250223 - 14250237

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
14250223	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11/24/2025	\$33.81	Р
14250224	STAVEN TYLER	11/26/25 DIRECT DEPOSIT RETURN	11/26/2025	\$1,264.62	Р
14250225	HARRING MARK STANDING CHAPTER 13 TRUSTEE	GARNISHMENT PAYMENT	12/11/2025	\$761.54	Р
14250226	MESSERLI & KRAMER PA	GARNISHMENT PAYMENT	12/11/2025	\$374.34	Р
14250227	MUTUAL OF OMAHA INSURANCE COMPANY	SHORT TERM DISABILITY INSUR	12/11/2025	\$6,498.49	Р
14250228	MUTUAL OF OMAHA INSURANCE COMPANY	LONG TERM DISABILITY INSURANCE	12/11/2025	\$3,410.78	Р
14250229	MUTUAL OF OMAHA INSURANCE COMPANY	BASIC LIFE/SUPP (VOL) LIFE INS	12/11/2025	\$4,142.43	Р
14250230	SUPPORT PAYMENT CLEARINGHOUSE	AZ CHILD SUPPORT PAYMENT	12/11/2025	\$355.85	Р
14250231	US BANK	DELPHIA EW/NW TIMECLOCK SUPP	12/17/2025	\$1,104.84	
14250232	EAGLE FLIGHT BUSINESS FORMS	W2S AND ENVELOPES	12/17/2025	\$375.47	
14250233	HARRING MARK STANDING CHAPTER 13 TRUSTEE	GARNISHMENT PAYMENT	12/24/2025	\$761.54	
14250234	MUTUAL OF OMAHA INSURANCE COMPANY	SHORT TERM DISABILITY INSUR	12/24/2025	\$6,476.11	
14250235	MUTUAL OF OMAHA INSURANCE COMPANY	LONG TERM DISABILITY INSURANCE	12/24/2025	\$3,431.60	
14250236	MUTUAL OF OMAHA INSURANCE COMPANY	BASIC LIFE/SUPP (VOL) LIFE INS	12/24/2025	\$4,185.42	
14250237	SUPPORT PAYMENT CLEARINGHOUSE	AZ CHILD SUPPORT PAYMENT	12/24/2025	\$355.85	
		Grand Tot	al:	\$33,532.69	

## **Signatures**

Committee Chair:	
Committee Member:	Committee Member:

County of Wood

Report of claims for: HUMAN RESOURCES

For the period of: DECEMBER 2025

For the range of vouchers: 17250131 - 17250139 23250055 - 23250062

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
17250131	ASPIRUS OCCUPATIONAL HEALTH	Advisor/Mileage/HRA/Bios/Labs	12/03/2025	\$6,578.75	Р
17250132	NORTHWOODS LASER & EMBROIDERY	Retirement Plaques	11/20/2025	\$73.00	Р
17250133	HEART OF WIS CHAMBER OF COMMERCE	Service & Recognition Program	11/20/2025	\$175.00	Р
17250134	OPPORTUNITY DEVELOPMENT CENTER	Recognition Program	11/30/2025	\$25.00	Р
17250135	ASPIRUS OCCUPATIONAL HEALTH	Drug Testing	12/01/2025	\$265.00	Р
17250136	ASPIRUS OCCUPATIONAL HEALTH	Drug Testing	12/01/2025	\$53.00	Р
17250137	MCHS OCCUPATIONAL HEALTH	Drug & Alcohol Testing	11/26/2025	\$80.00	Р
17250138	CONCENTRA HEALTH SERVICES INC	Drug & Alcohol Testing	11/17/2025	\$530.00	Р
17250139	US BANK	P-Card Charges	12/17/2025	\$1,886.38	Р
23250055	WI COUNTY MUTUAL INS CORP	ODIP Workers Comp Premium	11/19/2025	\$97,956.00	Р
23250056	SAFELITE FULFILLMENT INC	Coroner's Van - Windshield	12/12/2025	\$437.62	Р
23250057	AEGIS CORPORATION	Surety Bond - EW	12/12/2025	\$300.00	Р
23250058	AEGIS CORPORATION	Surety Bond - NW	12/12/2025	\$600.00	Р
23250059	TRUCORDIA INSURANCE SERVICES LLC	Gen Liability - Renew Policy	12/16/2025	\$2,384.00	Р
23250060	PROASSURANCE CASUALTY COMPANY	Pro Liability Ins Qtrly Prem	01/01/2026	\$2,999.00	Р
23250061	PROASSURANCE CASUALTY COMPANY	Prof Liability Ins Qtrly Prem	01/01/2026	\$486.00	Р
23250062	PROASSURANCE CASUALTY COMPANY	Prof Liability Ins Qtrly Prem	01/01/2026	\$672.00	Р
		Grand 1	「otal:	\$115,500.75	

## **Signatures**

Committee Chair:		
Committee Member:	Committee Member:	

County of Wood

Report of claims for: TREASURER

For the period of: DECEMBER 2025

For the range of vouchers: 28250244 - 28250270

Voucher	Vendor Name	Nature of Claim	Doc Date	Amount	Paid
28250244	CITY OF MARSHFIELD	NOVEMBER SPECIAL CHARGES	12/03/2025	\$749.62	Р
28250245	TOWN OF SARATOGA	NOVEMBER SPECIAL CHARGES	12/03/2025	\$503.84	Р
28250246	TOWN OF GRAND RAPIDS	NOVEMBER SPECIAL CHARGES	12/03/2025	\$663.39	Р
28250247	TOWN OF HANSEN	NOVEMBER SPECIAL CHARGES	12/03/2025	\$456.68	Р
28250248	TOWN OF LINCOLN	NOVEMBER SPECIAL CHARGES	12/03/2025	\$327.80	Р
28250249	TOWN OF RICHFIELD	NOVEMBER SPECIAL CHARGES	12/03/2025	\$195.63	Р
28250250	TOWN OF ROCK	NOVEMBER SPECIAL CHARGES	12/03/2025	\$336.47	Р
28250251	VILLAGE OF BIRON	NOVEMBER SPECIAL CHARGES	12/03/2025	\$1,811.77	Р
28250252	VILLAGE OF HEWITT	NOVEMBER SPECIAL CHARGES	12/03/2025	\$1,009.94	Р
28250253	WI DEPT OF ADMINISTRATION	NOVEMBER WI LAND INFO	12/03/2025	\$6,251.00	Р
28250254	ABSTRACTS & LAND TITLES	TAX OVERPAYMENT REFUND	12/17/2025	\$40.29	Р
28250255	PENS.COM	OFFICE SUPPLIES	12/17/2025	\$707.65	Р
28250256	CITY OF WISCONSIN RAPIDS	TAX DEED SALE TAXES	12/17/2025	(Voided)	Р
28250257	CITY OF WISCONSIN RAPIDS	TAX DEED SALE TAXES	12/17/2025	\$120.44	Р
28250258	DELANEY NATHAN SR	TAX OVERPAYMENT REFUND	12/17/2025	\$44.83	Р
28250259	HARRIMAN ANNE MARIE	TAX OVERPAYMENT REFUND	12/17/2025	\$42.62	Р
28250260	STATE OF WISCONSIN TREASURER	NOV CLERK OF COURT REVENUES	12/17/2025	\$103,675.92	Р
28250261	TOWN OF PORT EDWARDS	TAX DEED SALE TAXES	12/17/2025	\$6.15	Р
28250262	TOWN OF SIGEL	TAX DEED SALE TAXES	12/17/2025	\$800.10	Р
28250263	VILLAGE OF ARPIN TREASURER	TAX DEED SALE TAXES	12/17/2025	\$2.70	Р
28250264	WATER WORKS & LIGHTING COMM	TAX DEED UTILITIES	12/17/2025	\$64.22	Р
28250265	CITY OF WISCONSIN RAPIDS	2025 TAXES TAX DEED SALE	12/29/2025	\$2,368.64	Р
28250266	ESTRADA DEOGRACIAS	TAX OVERPAYMENT REFUND	12/29/2025	\$33.75	Р
28250267	HAIDUK ISAAC AND CHELSEA	SURPLUS FUNDS TAX DEED SALE	12/29/2025	\$4,638.31	Р
28250268	MCGRATH JUDITH GRACE REVOCABLE LIVING TRUST	SURPLUS FUNDS TAX DEED SALE	12/29/2025	\$4,503.46	Р
28250269	OWNER UNKNOWN	SURPLUS FUNDS TAX DEED SALE	12/29/2025	\$9,753.03	Р
28250270	ROEMIER KEN L REVOCABLE TRUST	SURPLUS FUNDS TAX DEED SALE	12/29/2025	\$55,579.38	Р
		Grand To	otal:	\$194,687.63	

## **Signatures**

Committee Chair:	
Committee Member:	Committee Member:



# Wood County WISCONSIN

## OFFICE OF THE COUNTY CLERK

Trent Miner

January XX, 2026

To: Wood County Municipal Clerks

Re: New Election Tabulation Equipment & Updated Provider Agreements

Ladies & Gentlemen,

As I had mentioned during our training sessions in October, the time has come to update our election tabulation machines from the DS200 to the DS300. This more secure, and faster operating unit will replace units, some of which are 20 years old and are starting to have functional issues on election day. Unfortunately, we are not able to switch out some tabulators and not others, so everyone must make the switch at the same time.

In an effort to defray the costs to be borne by municipalities, the County will purchase the DS300s (at a cost of approximately \$7,000 per unit) to replace the DS200s in the field. The municipality will then reimburse the county \$1,000 of that purchase price, as well as all the maintenance & licensing fees going forward. The municipality will need to budget for this cost in their 2027 budget. Delivery and the payment request would occur after the April 2027 election. I am also giving municipalities two years to pay off the \$1,000 with one payment of \$500 in 2027 and the other payment of \$500 in 2028. This is spelled out in the attached, updated Provider Agreement.

Also included in the updated Agreement is the cost of us having to fill in for election services if no clerk is in place. That cost increased to \$2,500/election plus postage.

It should also be noted the revised Provider Agreement drops the responsibility of the municipality for the monthly cost of the modems. The County has absorbed that fee. It also does not change the dollar amount, or the population requirements for the WisVote services. Those municipalities over 3,000 in population will instead have a Memorandum of Understanding for the purchase of DS300 Election Tabulation Machines, which sets forth the obligations for both the County and municipality in cost-sharing and ongoing responsibilities for the equipment and software. The County will not provide any WisVote services ever- or election services in the absence of a municipal clerk- for those municipalities over 3000 in population.

The revised agreement also spells the shift of responsibilities and costs if the municipality choses not to sign the agreement.

If you have any questions, please let me know.

Sincerely yours,

Trent Miner, County Clerk

Encl: Provider Agreement /MOU for Purchase of Election Equipment

the rown vinage enty	01	(Municipality).
	PROVIDER AGRE	<u>EMENT</u>
esponsibilities of the <u>Relier</u> (	Municipality)	
• Enter all Voter Registrations		
<ul> <li>Perform checks for felons, des notification by Municipality)</li> </ul>	aths and duplicate record	ls. (County will merge duplicate records upon
<ul><li>Enter and track all Absentee V</li><li>Print Felon list</li></ul>	oters according to the g	uidelines under Wisconsin 2016 Act 261
• Print Poll Lists (County will p	orint for a \$25 fee)	
• Enter Voter participation after	elections and reconcile	poll books
• Enter inspector statement and		
•		nt of \$1,000 per existing tabulator (DS200) ent to County for amounts owed for new
	tenance and licensing co	sts for DS300 and ExpressVote
esponsibilities of the <u>Provide</u>	er (County)	
• Elections set-up and Election	Administration	
• Enter Races and Candidates		
• Update Office Holders		
• Enter County Board of Canva	ss Data	
Address Management     Management	1 DMV -1 1	
<ul> <li>Manage registration list alerts</li> </ul>	and DMV checks	
	COSTS TO RELIER (	MUNICIPALITY)
Population		*
Population	on $501 - 1000$	Yearly fee \$175
Population	on 1001 – 1,500 on 1501 – 2,000	Yearly fee \$200
Population	on $1501 - 2,000$	Yearly fee \$225
	on $2,001-2,500$	Yearly fee \$250
Donulation	on $2,501-3,000$	Yearly fee \$275
ropuland	n most recent census an	d/or state estimates)
<ul><li> No services shall be provided</li></ul>	-	
<ul> <li>No services shall be provided</li> <li>Should there arise a vacancy i municipality cannot meet their</li> </ul>	n the municipal clerk por r obligation to fulfill Wi	sition during an election cycle, and the sVote duties, the county agrees perform those
<ul><li>No services shall be provided</li><li>Should there arise a vacancy i</li></ul>	n the municipal clerk por r obligation to fulfill Wi	sition during an election cycle, and the sVote duties, the county agrees perform those

Signature of Town/Village/City representative

Printed name:\_\_\_\_\_

Wood County Clerk Trent Miner

## MEMORANDUM OF UNDERSTANDING FOR THE PURCHASE OF DS300 ELECTION TABULATION MACHINES

This Memorandum of Understanding is	hereby entered into by and between Wood County
and the Town/Village/City of	(herein referred to as "Municipality") in regard
to the purchase of DS300 Election tabulation v	oting equipment.

WHEREAS, Parties understand that the Wisconsin Elections Commission, (hereinafter referred to as the W.E.C.) intends to continue to utilize the official centralized database of the Wisconsin Voter Registration Information System (WisVote); and

WHEREAS, Currently, thirty-three out of the thirty-four municipalities in Wood County are using DS200 Voter Tabulator Machines. Many of these machines have far exceeded the original longevity period, with well over fifteen (15) years of service to Wood County municipalities; and

WHEREAS, voters of Wood County municipalities would benefit from the latest available election-related technology by obtaining the new ES&S DS300 Voter Tabulator Machines, thus providing assurances that no voter is disenfranchised due to potential equipment malfunction; and

WHEREAS, the new ES&S DS300 Voter Tabulator Machines allow for continued continuity of the election process and provides uniform software compatibility with the recently upgraded Election Management System; and

WHEREAS, the present election administrative system has proven itself to be successful and has provided the framework for continued success in this realm; and

WHEREAS, in an effort to defray costs to be borne by the municipalities in the County, Wood County will fund a large portion of the cost for replacement of the DS200 tabulator machines currently in use with DS300 tabulator machines (at a cost of approximately \$7,000 per unit), with local governments funding a portion of the cost for replacement of machines currently deployed at the rate of \$1,000 per unit.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

## Responsibilities of the Municipality:

 Municipality agrees to expense-share with County towards the purchase of new DS300 tabulator machines in the amount of \$1,000 per existing tabulator (DS200) currently in use by Municipality. Municipality shall have two years to remit full payment to County of amounts owed for new tabulators, and therefore payment shall be due not later than two-years after the invoice date provided to Municipality by County.  Municipality shall be responsible for ongoing annual maintenance and licensing costs associated with the DS-300 tabulator machine(s) in use by Municipality as well as the ExpressVote voting system.

## **Responsibilities of the County:**

- County will purchase from vendor (ES&S) DS300 tabulator machines in the quantity equal to the total number of existing DS200 tabulator machines currently in use by Municipality. County will pay for the total cost of the DS300 machines, less the \$1000 cost-share per machine to be paid by Municipality to County.
- County shall be responsible for the monthly modem costs for the election tabulator machines.

Signed this day of	, 20
Wood County Clerk	Signature of Town/Village/City representative
Trent Miner	
	Printed name:



## **RESOLUTION#**

DATE Effective Date January 20, 2025

Upon passage & posting

Page 1 of 2

Introduced by

**Operations Committee** 

Motion:	tion: Adopted:		
1 <sup>st</sup>		Lost:	
2 <sup>nd</sup>		Tabled:	
No:	Yes:	Absent:	
Number	of votes requ	ired:	
X	Majority	Two-thirds	
by:	NF	, Corp Counsel	
Reviewed	d <u>PY</u>	, Finance Dir.	

		NO	YES	Α
1	Schulz, W			
2	Rozar, D			
3	Buttke, T			
4	Perlock, R			
5	Hovendick, T			
6	Breu, A			
7	Voight, W			
8	Hahn, J			
9	Brehm, S			
10	Thao, L			
11	Penzkover, J			
12	Valenstein, L			
13	Hokamp, J			
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

INTENT & SYNOPSIS: To consent to use of taxable revenue bond financing to be issued by the Public Finance Authority for a multi-jurisdictional project, a portion which is located in Wood County, Wisconsin.

FISCAL NOTE: No fiscal impact to Wood County. This consent by the Wood County (the "County") does <u>not</u> impose any liability, obligation or responsibility for the Bonds to the County.

WHEREAS, the Public Finance Authority (the "Authority") intends to issue its revenue bonds in one or more series of taxable bonds in an amount not to exceed \$25,000,000 (the "Bonds") to finance and/or refinance a multi-jurisdictional project on behalf of S. C. Swiderski, LLC, SCS Countryside Apartments LLC, and SCS Gibson Estates LLC, each a Wisconsin limited liability company, and/or a related entity, and/or a limited liability entity to be formed (the "Borrower"), consisting of the following: (i) refinance the eligible costs of the Borrower's multifamily housing project located at 3525 Willow Drive (Apt. 21-40) & 3535 Willow Drive (Apt. 1-20) in the Village of Plover, Portage County, Wisconsin (the "Plover Project"), (ii) refinance the eligible costs of the Borrower's multifamily housing project located at 3220 Norton Street in City of Wisconsin Rapids, Wood County, Wisconsin (the "Wisconsin Rapids Project"), (iii) refinance the eligible costs of the Borrower's multifamily housing project located at 765-767 S Gibson Street in the City of Medford, Taylor County, Wisconsin (the "Medford Project"), and (iv) finance the payment of professional fees and costs of issuance (collectively, the "Project"); and

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin

Statutes, prior to their issuance, bonds issued by the Authority must be approved by the governing body or highest-ranking executive or administrator of the political jurisdiction within whose boundaries the Project is to be located, which includes the Wisconsin Rapids Project; and

**WHEREAS**, the Borrower has requested that Wood County, Wisconsin ("Wood County") approve the financing of the Project, which includes the Wisconsin Rapids Project, and consent to the issuance of the Bonds in order

Adopted by the County Board of Wood County, January 20, 2025

County Clerk

County Board Chairman

to satisfy the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Joint Exercise Agreement"), and Section 66.0304(11)(a) of the Wisconsin Statutes.

## **NOW THEREFORE BE IT RESOLVED**, by the Wood County Board of Supervisors, as follows:

1, The County Board hereby consents to the issuance of the Bonds by the Public Finance Authority for financing the Project. It is the purpose and intent of the County Board that this Resolution constitutes approval of the Bonds by Wood County, which is a governmental unit having jurisdiction over the area in which the Project is located, which includes the Wisconsin Rapids Project, in accordance with Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement

# SUMMARY OF REQUEST RELATING TO CONSENT BY CITY OF WISCONSIN RAPIDS AND WOOD COUNTY FOR ISSUANCE OF BONDS BY THE PUBLIC FINANCE AUTHORITY TO BENEFIT

## S. C. SWIDERSKI, LLC PROJECT

S. C. Swiderski, LLC, SCS Countryside Apartments LLC, and SCS Gibson Estates LLC, each a Wisconsin limited liability company (collectively, the "Borrower"), desires to use <u>taxable</u> revenue bond financing in an amount estimated to be \$20,000,000 (the "Bonds") to be issued by the Public Finance Authority (the "PFA") for its multijurisdictional project, a portion which is located in the City of Wisconsin Rapids, Wood County, Wisconsin and described as the "<u>Wisconsin Rapids Project</u>" below, to: (i) refinance the eligible costs of the Borrower's multifamily housing project located at 3525 Willow Drive (Apt. 21-40) & 3535 Willow Drive (Apt. 1-20) in the Village of Plover, Portage County, Wisconsin (the "Plover Project"), (ii) refinance the eligible costs of the Borrower's multifamily housing project located at 3220 Norton Street in City of Wisconsin Rapids, Wood County, Wisconsin (the "<u>Wisconsin Rapids Project</u>"), (iii) refinance the eligible costs of the Borrower's multifamily housing project located at 765-767 S Gibson Street in the City of Medford, Taylor County, Wisconsin (the "Medford Project"), and (iv) finance the payment of professional fees and costs of issuance (collectively, the "Project").

Pursuant to the authorizing legislation which created the PFA, both the local municipality (City of Wisconsin Rapids) and the county (Wood County) in which the <u>Wisconsin Rapids Project</u> is located must consent to the PFA being the conduit bond issuer as provided in Section 66.0304(11)(a) of the Wisconsin Statutes. This consent by the City of Wisconsin Rapids (the "City") and Wood County (the "County") does <u>not</u> impose any liability, obligation or responsibility for the Bonds to either the City or the County.

In summary, the following are the key points relating to this request:

- The City and the County are each being asked to consent to the PFA to act as the conduit bond issuer.
- <u>Consent of City</u> The City's consent document can be provided as follows: (1) by a certificate signed by the highest-ranking executive or administrator (without Common Council consideration and approval, if that is consistent with City procedures) -or- (2) by formal resolution of the Common Council. Husch Blackwell LLP will draft the City's consent document.
- Consent of County The County's consent document can be provided as follows: (1) a certificate signed by the highest ranking executive or administrator (without County Board consideration and approval, if that is consistent with County procedures) -or- (2) by formal resolution of the County Board. Husch Blackwell LLP will draft the County's consent document.
- The proposed Bonds would not be obligations of the City or the County.
- Neither the City nor the County will be liable for payment of the principal and interest on the Bonds. The Borrower will be fully responsible for repaying the loan and must make arrangements with the lender for the payment on the Bonds.
- Neither the City nor the County will have ongoing responsibilities of monitoring or reporting with regard to the Bonds or the multi-jurisdictional Project.
- The Bonds do not count against the City's or the County's borrowing capacity.
- The Bonds will not bear any legend or language identifying them as Bonds of the City or the County. The Bonds will be identified as:

[\$Principal Amount] Public Finance Authority Revenue Bonds, Series 2026 (S. C. Swiderski, LLC Project)



## **Wood County Land Information Office**

Author: Wood County Land Information Office Date Printed: 12/15/2025 10:00 AM

DISCLAIMER: This map is not a survey. No information on this website is intended to serve as legal evidence of size, shape, location or ownership of real estate or environmental features. Wood County as no liability related to the use of this map.



## AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE PUBLIC FINANCE AUTHORITY

THIS AGREEMENT, dated as of September 28, 2010, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

### WITNESSETH

WHEREAS, on June 30, 2010, the Initial Members entered into a Joint Exercise of Powers Agreement Relating to the Public Finance Authority ("June 30, 2010 Agreement"); and

WHEREAS, the Initial Members desire to enter into this Amended and Restated Joint Exercise of Powers Agreement, which Agreement amends only Section 3(D)(5) and Section 8 of the June 30, 2010 Agreement as set forth herein; and

WHEREAS, pursuant to sections 66.0301 and 66.0303 of the Wisconsin Statutes (and together with section 66.0304, in each case in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Law"), two or more municipalities, which may include municipalities of other states than the State of Wisconsin (the "State"), may by contract create a commission for the joint exercise of any power or duty required or authorized by law including section 66.0304; and

WHEREAS, each of the Members is a "municipality" as that term is defined in section 66.0301 of the Joint Exercise of Powers Law, and each Initial Member is a political subdivision located in the State; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real and personal property for a public purpose; and

WHEREAS, section 66.0304 provides that a commission created as provided in that section is a unit of government, and a body corporate and politic, that is separate and distinct from, and independent of, the State and the Members, and, in addition to other powers, shall have the powers set forth in that section 66.0304; and

WHEREAS, a commission described in the preceding WHEREAS clause is empowered to issue or execute bonds, notes, or other obligations or certificates of participation or lease-

purchase agreements (herein "Bonds"), and to undertake financing or refinancing of projects as defined in section 66.0304 located within or outside of the State; and

WHEREAS, the Members have determined to specifically authorize a commission under this Agreement to issue Bonds and to exercise other related and appropriate powers pursuant to the Joint Exercise of Powers Law or any other applicable law; and

WHEREAS, it is the desire of the Members to use the commission created under the Joint Exercise of Powers Law to undertake the financing and/or refinancing of projects, as that term is defined in section 66.0304(1)(g) of the Wisconsin Statutes, of any nature, including, but not limited to, any capital improvement, purchase of receivables, property, assets, commodities, bonds or other revenue streams or related assets, working capital program, or liability or other insurance program, located within or outside of the State, and to undertake all variety of actions, efforts or contracts related or ancillary to such financings or refinancings, including by facilitating the use of existing or new financial instruments and mechanisms; and

WHEREAS, by this Agreement, each Member desires to create and establish a commission known as the "Public Finance Authority" for the purposes set forth herein and to exercise the powers provided herein; and

WHEREAS, each Member has authorized entering into this Agreement by its governing body; and

WHEREAS, this Agreement has been submitted to the Attorney General of the State, who has determined that it is in proper form and compatible with the laws of the State; and

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

## Section 1. Purpose.

This Agreement is a contract entered into pursuant to the provisions of the Joint Exercise of Powers Law. The purpose of this Agreement is to establish a commission for the joint exercise of any power or duty of Members required or authorized by law and for the exercise of additional powers given to such a commission under the Joint Exercise of Powers Law or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Law or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

## Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members and termination is approved by the Attorney General of the State as provided in the Joint Exercise of Powers Law; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Commission (defined below)

shall no longer be outstanding under the terms of the resolution, indenture, trust agreement or other instrument pursuant to which such Bonds are issued.

## Section 3. Commission.

### A. CREATION AND POWERS OF COMMISSION.

Pursuant to the Joint Exercise of Powers Law, there is hereby created a commission to be known as the "Public Finance Authority" (the "Commission"), and said Commission shall be a unit of government, and a body corporate and politic, that is separate and distinct from, and independent of, the State and the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of the State or any Members.

### B. BOARD.

The Commission shall be governed by the Board of Directors (the "Board," or the "Directors" and each a "Director") which shall consist of seven (7) Directors. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, shall administer this Agreement in accordance with the purposes and functions provided herein and shall otherwise exercise all powers set forth in the Joint Exercise of Powers Law on the Commission's behalf.

A majority of the Directors shall be public officials or current or former employees of a political subdivision that is located in the State. The Initial Members shall appoint the initial Directors, by majority vote, based upon nomination of four (4) Directors from the Wisconsin Counties Association, and one (1) Director each from the National League of Cities, National Association of Counties and League of Wisconsin Municipalities. For purposes of appointing the initial Directors, the mayor and/or county board chair shall have the authority to act on behalf of an Initial Member.

The Directors shall serve staggered three (3) year terms. The initial Directors nominated by the National League of Cities and National Association of Counties shall serve a term ending June 1, 2011. The initial Director nominated by the League of Wisconsin Municipalities and one (1) of the initial Directors nominated by the Wisconsin Counties Association shall serve a term ending June 1, 2012. The remaining three (3) Directors nominated by the Wisconsin Counties Association shall serve a term ending June 1, 2013. Successors to such Directors shall be selected by majority vote of the Board based upon nomination from the organization that nominated the predecessor Director and shall each serve a term of three (3) years. Any appointment to fill an unexpired term, however, shall be for the remainder of such unexpired term. The term of office specified herein shall be applicable unless the term of office of a Director is terminated as hereinafter provided, and provided that the term of any Director shall not expire until a successor thereto has been appointed as provided herein.

Each of Wisconsin Counties Association, National League of Cities, National Association of Counties and League of Wisconsin Municipalities may nominate an

alternate Director for each Director it nominates and the Board shall, upon nomination, act to appoint or disapprove of such nomination(s). Such alternate Director may act as a Director in place of and during the absence or disability of such regularly appointed Director. All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Each Director or alternate Director may be removed and replaced at any time by the Board upon recommendation of the applicable organization that nominated the Director.

Directors shall be entitled to reimbursement for any actual and necessary expenses incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose. The Board may establish a per diem and/or expense reimbursement policy by resolution.

## C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Commission shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Commission from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor and controller of the Commission (the "Treasurer"), to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depositary of the Commission to have custody of all money of the Commission, from whatever source derived and shall have the powers, duties and responsibilities specified in by-laws or by resolution.

The Treasurer of the Commission is designated as the public officer or person who has charge of, handles, or has access to any property of the Commission, and such officer shall file an official bond with the Secretary of the Commission in the amount specified by resolution of the Board but in no event less than \$1,000, which amount may be paid by the Board.

The Board shall have the power to appoint such other committees, officers and employees as it may deem necessary and to retain independent counsel, administrators, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Law or any other applicable law, to delegate any of its functions to

one or more of the Directors or officers, employees, administrators or agents of the Commission and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Commission.

## D. MEETINGS OF THE BOARD.

## (1) Meetings Generally

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted (whether in person or by teleconference) in accordance with the provisions of the Wisconsin Open Meetings Law, Wis. Stat. § 19.81 et seq. (the "Open Meetings Law").

## (2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Open Meetings Law, such meetings may be held by telephone conference or other remote access technology as approved by the Board.

## (3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of the Open Meetings Law. To the extent permitted by the Open Meetings Law, such meetings may be held by telephone conference.

## (4) Minutes.

The Secretary of the Commission shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

## (5) Quorum.

Any three (3) Directors shall constitute a quorum for the transaction of business provided, however, that at least two (2) of the Directors at any meeting must be public officials or current or former employees of a political subdivision that is located in the State. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors present, except that less than a quorum may adjourn a meeting to another time and place.

## E. BY-LAWS.

The Commission may adopt, from time to time, by resolution of the Board such by-laws for the conduct of its meetings and affairs as the Board may determine to be necessary or convenient.

## Section 4. Powers.

The Commission shall have the power, in its own name, to exercise any powers or duties of the Members required or authorized by law and to exercise all additional powers given to a commission under any law, including, but not limited to, the Joint Exercise of Powers Law, for any purpose authorized under this Agreement. Such powers shall include the powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Commission is hereby authorized to do all acts necessary or convenient for the exercise of such power, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works, improvements, equipment or furnishings; to acquire, hold or dispose of property wherever located; to exercise the power of condemnation of property located in the State within the jurisdictional boundaries of the Members; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations or any governmental entity; to sue and be sued in its own name; to make grants to governmental and nonprofit organizations to accomplish any of its purposes; to establish and collect fees; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Commission may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Law, or any other applicable provision of law; provided, however, the Commission shall not issue Bonds to finance any capital improvement project unless one or more political subdivisions ("Approving Agency"), within whose boundaries the project is to be located, as and to the extent required by the Joint Exercise of Powers Law, shall have approved the financing of the project. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval as may be selected by the Approving Agency. No such approval shall be required in connection with Bonds that are issued to refund Bonds previously issued.

#### Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from January 1 to and including the following December 31, except for the first Fiscal Year which shall be the period from the date of this Agreement to December 31, 2010.

## Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Commission, all property of the Commission both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to any contributions made by the Members and not previously repaid.

## Section 7. Bonds.

From time to time the Commission shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of issuer counsel, bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing or refinancing or on post-issuance compliance or administration may be used by the Commission. The expenses of the Board shall be paid from the proceeds of the Bonds, payments made by Bond obligors or other third-parties, or any other unencumbered funds of the Commission available for such purpose.

## Section 8. Bonds Only Limited Obligations of Commission.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or Approving Agency or pledge of the faith and credit of any Member, any Approving Agency, or the Commission. The Bonds shall be only limited obligations of the Commission, and the Commission shall under no circumstances be obligated to pay the Bonds, or other costs incidental thereto, except from the revenues and other funds pledged therefor. Neither the Members nor any Approving Agency shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, and neither the faith and credit nor the taxing power of the Members or any Approving Agency, nor the faith and credit of the Commission, shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds, nor shall the Members, any Approving Agency, or the Commission in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Commission in his or her individual capacity and neither the Board of the Commission nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds unless the personal liability or accountability is the result of willful misconduct as specified in section 66.0304(8) of the Wisconsin Statutes.

### Section 9. Accounts and Reports.

All funds of the Commission shall be strictly accounted for. The Commission shall establish and maintain such funds and accounts as may be required by good accounting practice

and by any provision of any Indenture (to the extent such duties are not assigned to a trustee or other fiscal agent for Bonds). The books and records of the Commission shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Commission shall cause an annual audit to be made of the books of accounts and financial records of the Commission by a certified public accountant or public accountant.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Commission and shall be a charge against any unencumbered funds of the Commission available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.]

## Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse Commission funds, the Treasurer of the Commission shall receive, have the custody of and disburse Commission funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

### Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk or equivalent officer of the governing body of each Member.

## Section 12. Additional Members/Withdrawal of Members.

Qualifying municipalities in this state or another state may be added as parties to this Agreement and become Members upon: (1) the filing by such entity with the Commission of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such entity approving this Agreement and the execution and delivery hereof; (2) adoption of a resolution of the Board approving the addition of such entity as a Member; and (3) appropriate approval by the Attorney General of the State as provided in the Joint Exercise of Powers Law. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall reduce the number of Members to less than two or the number of Members that are located in the State to less than one or result in the dissolution of the Commission so long as any Bonds remain outstanding, Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall

acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Each Approving Agency, so long as the Bonds approved by it remain outstanding, shall be deemed to be an Affiliate Member, and shall have the right to receive, upon request, notices of all meetings of the Commission and such other rights as may be specified for Affiliate Members in the Commission's by-laws.

## Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Commission of any person who is or was a Director or an officer, employee of other agent of the Commission, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Commission, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Commission and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Commission, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created.

# Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Commission by Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Commission and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Commission to provide for the costs and expenses of administration of the Commission or otherwise, even though any Member may do so.

#### Section 15. Immunities.

To the full extent permitted by law, all of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Commission while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

### Section 16. Amendments.

Amendments to the Agreement may be proposed by the Board or by any two Members. Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, without the affirmative approval of the Board and the affirmative written consent of each of the Members; provided that if the number of Members exceeds 10, this Agreement may be amended either with (1) the affirmative written consent of each Member or (2) the affirmative approval of the Board and negative consent of each Member. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Commission shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Commission shall provide each Member who did not respond a reminder notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members. No amendment may impose a direct financial obligation on any Member without that Member's affirmative written consent.

## Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding agreement of each of the Members on the date that (a) the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof, and (b) this Agreement is approved by the Attorney General of the State as provided in the Joint Exercise of Powers Law.

#### Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

#### Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

#### Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Section headings herein are for convenience only and are not to be construed as modifying or governing the language in the Section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of Wisconsin.

In the event that any part of this Agreement is determined to be invalid by a court of competent jurisdiction, the invalid part shall, only to the extent necessary, be reformed in a manner consistent with the intent of this Agreement and the Joint Exercise of Powers Laws, as may be amended from time to time. To the extent reformation is deemed impossible, the invalid part shall be stricken from this Agreement without affecting the validity of the remaining portions of this Agreement.

Any future amendments to the Joint Exercise of Powers Laws shall be automatically incorporated into the terms of this Agreement and any terms of this Agreement inconsistent with future amendments to the Joint Exercise of Powers Laws shall, only to the extent necessary, be reformed in a manner consistent with the amendments.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

[Signatures on following page]

On behalf of MARATHON COUNTY:	On behalf of ADAMS COUNTY:
By:	By:
Its:	
On behalf of WAUPACA COUNTY:	On behalf of BAYFIELD COUNTY:
By: Del Jotte	By:
Its: County Board Chair	Its:
By:	
Its: to b b b b b	

On behalf of MARATHON COUNTY:	On behalf of ADAMS COUNTY:
Ву:	By:
Its:	Its:
On behalf of WAUPACA COUNTY:	On behalf of BAYFIELD COUNTY:
Ву:	By: Mer + - 5
Its:	Its: Charrows.
On behalf of CITY OF LANCASTER:	
Ву:	
Its:	

On behalf of MARATHON COUNTY:	On behalf of ADAMS COUNTY:
By:	By: al Selvastiani Its: Ounty Board Chairman
Its:	Its: County Board Chaurman
On behalf of WAUPACA COUNTY:	On behalf of BAYFIELD COUNTY:
By:	Ву:
Its:	Its:
On behalf of CITY OF LANCASTER:	
By:	
Its:	

On behalf of MARATHON COUNTY:	On behalf of ADAMS COUNTY:
Ву:	Ву:
Its:	Its:
On behalf of WAUPACA COUNTY:	On behalf of BAYFIELD COUNTY:
Ву:	Ву:
Its:	Its:
On behalf of CITY OF LANCASTER:  By: Serome & Welsle	
Its: Mayor	

On behalf of MARATHON COUNTY:	On behalf of ADAMS COUNTY:
By: Teil A argundalin	Ву:
Its: County Board Chair	Its:
On behalf of WAUPACA COUNTY:	On behalf of BAYFIELD COUNTY
Ву:	Ву:
Its:	Its:
On behalf of CITY OF LANCASTER:	
Ву:	
The .	

J.B. VAN HOLLEN ATTORNEY GENERAL

Raymond P. Taffora Deputy Attorney General 17 W. Main Street P.O. Bex 7857 Madison, W1 53707-7857 www.doj.state.wi.us

F. Thomas Creeron III Assistant Attorney General 608/266-8549 creeronfi@doj.state.wi.us FAX 608/267-2223

September 30, 2010

Mr. Mark D. O'Connell Executive Director Wisconsin Counties Association 22 East Mifflin Street, Suite 900 Madison, WI 53703

Dear Mr. O'Connell:

Pursuant to Wis. Stat. § 66.0304(2), you have asked the Attorney General to review a signed intergovernmental agreement between Adams County, Bayfield County, Marathon County, Waupaca County, and the City of Lancaster. The agreement provides for the issuance of conduit revenue bonds.

Under Wis. Stat. § 66.0304(2), the Attorney General transmitted a draft of the agreement to the Governor. The Governor's Office had two comments, which are quoted below.

- [1.] Sec[tion] 8 of the agreement exempts the [members of the] board of directors from any personal liability relating to the issuance of bonds. This seems inconsistent with Wis. Stat. s. 66.0304(8), which provides that a board member is not personally liable except in cases involving willful misconduct.
- [2.] The agreement requires a majority of board members to be current or former employees of a political subdivision located in the state (4 out of 7), as required by s. 66.0304(3)(b). However, a quorum is defined as 3 members and action may be taken by a majority of the members present (p. 6). This would allow the Board to take action if approved by 2 members, both of whom may be non-state members. The Board has broad powers, including the powers of condemnation. Sec[tion] 66.0304 does not appear to prohibit this structure. Did the parties intend to confer such powers on a small minority of [board] members, particularly in light of the possibility of [having] non-state members [on the board]?

On September 17, 2010, we conditionally approved the draft agreement, subject to making the change identified in the first of the two comments received from the Governor's office. We also strongly encouraged you to consider making a change to address the second of

Mr. Mark D. O'Connell September 30, 2010 Page 2

the two comments received from the Governor's office. All of the requested changes have been made.

The "AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE PUBLIC FINANCE AUTHORITY" is approved. The Attorney General expressly disclaims any liability on the part of the State of Wisconsin, any of its agencies, or any of its officers or employees in undertaking this review.

Sincerely,

E Thomas Cen III

F. Thomas Creeron III Assistant Attorney General

FTC:cla

c: Dan Thompson

creeronft milo connell-intergovernmental-conduitrevenuebonds-final approval. doc 160707019



# **RESOLUTION#**

DATE Effective January 20, 2026

Date

**Upon Passage & Posting** 

Page 1 of 2

# Health and Human Services Committee and Operations Committee

Introduced by

Motio	on: Adopted:			
1 <sup>st</sup>			Lost:	
2 <sup>nd</sup>			Tabled:	
No:	Yes: Absent:			
Numb	er of votes r	equire	d:	
	Majority X Two-thirds			
Reviev	ved		-	
by:	_NF , Corp Counsel			
Reviev	ved			
by:	PY		, Finance Dir.	

	1 <sup>st</sup>		Lost:		
	2 <sup>nd</sup>			bled:	
	No:	Yes:	Absent:		
	Number of votes required:				
Majority X				o-third	S
Reviewed					
	by: NF			, Corp Counsel	
Reviewed					
	by: PY			nance D	ir.
ı					
			1		
			NO	YES	Α
	1	Schulz, W			
	2	Rozar, D			

		NO	YES	Α
1	Schulz, W			
2	Rozar, D			
3	Buttke, T			
4	Perlock, R			
5	Hovendick, T			
6	Breu, A			
7	Voight, W			
8	Hahn, J			
9	Brehm, S			
10	Thao, L			
11	Penzkover, J			
12	Valenstein, L			
13	Hokamp, J			
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

INTENT & SYNOPSIS: To amend the 2025 Edgewater Haven Maintenance budget (54214) for the purpose of funding repairs for a water lateral failure not anticipated during the original budget process.

FISCAL NOTE: No additional cost to Wood County. The sources of funding will come from Edgewater's retained earnings, the surplus from Edgewater's 2025 capital projects funding, and Edgewater's 2025 operating budget. The adjustment to the budget is as follows:

<u>Function</u>	Account Name	Debit	Credit
33900	Edgewater Retained Earnings	\$112,632.00	
57412	Edgewater Capital Projects	\$15,979.41	
54214	Edgewater Maintenance		\$128,611.41

WHEREAS, in January of 2025 a water lateral failed causing significant damage at Edgewater Haven Nursing Home, and

WHEREAS, it was imminent that the water lateral be repaired, and

WHEREAS, Edgewater Haven notified Health and Human Services Committee and Operations Committee that repair costs were estimated at \$112,632.00, and

WHEREAS, at their April 2025 committee meeting, the Operations Committee approved Edgewater Haven to retain \$112,632.00 from the 2024 Edgewater Haven operational surplus, and

WHEREAS, all repairs were completed in October 2025 and final costs came in at a total of \$134,349.59, an overage of \$21,717.59 from the

original estimate of \$112,632.00, and

WHEREAS, the overage of \$21,717.59 can be covered using the surplus from Edgewater Haven's 2025 capital projects (CIP) balance of \$15,979.41 with the remaining \$5,738.18 to be absorbed in Edgewater Haven's 2025 operating budget, and

Adopted by the County Board of Wood County, January 20, 2026

**WHEREAS,** rule 5.03 of the Wood County Board of Supervisors states that an amendment to the budget is required any time that actual cost will exceed the budget at the function level, and

**NOW THEREFORE BE IT RESOLVED** to amend the Human Services Department, Edgewater Haven Maintenance budget (54214) for 2025 by appropriating \$112,632.00 of Edgewater Haven's 2024 Budget Surplus from retained earnings (33900) and transferring the surplus of \$15,979.41 from Edgewater Haven's 2025 Capital Projects account (57412), and

**BE IT FURTHER RESOLVED** that pursuant to Wis. Stats. s. 65.90(5), the County Clerk is directed to post a Class 1 notice of this budget change within 15 days.