

MARQUETTE COUNTY BOARD OF SUPERVISORS

Agenda for July 19, 2022, at 7:00 p.m.

Virtual by use of WebEx and in-person

County Board Room – Services Center – 480 Underwood Avenue, Montello, Wisconsin

The MIS Director will place the remote access information on the Marquette County Government page on Facebook at least one day prior to this meeting.

<https://marquettecounty.my.webex.com/marquettecounty.my/j.php?MTID=meec3212fcb13d235a10cb1b197470db8>

Meeting number (access code): 2554 387 0650

Meeting password: uQzZwPqR547 (87999777 from phones and video systems)

Phone: 1-408-418-9388

Note: A citizen wishing to address the Committee/Board and attending the in-person meeting shall place his or her name on a sign-in sheet before the meeting is called to order and indicate in which town, city or village the citizen resides or owns property prior to making a citizen comment. Those citizens attending remotely will ask to be recognized under the citizen comment portion of the meeting and will adhere to the same reporting process as those attending on-site. Civil discourse will be observed at all times.

Note: All agenda items below involve the potential for discussion and action unless stated otherwise. Reports will have no action taken unless noted.

1. Call to Order and Roll Call
2. Moment of Silence and Pledge of Allegiance
3. Review and Approve Agenda
4. Review and Approve Minutes from the June 21, 2022 County Board Meeting
5. Citizen Inquiries and Concerns, Introductions, Employee Recognition (No action to be taken)- Certificates of Appreciation- Mary McCarthy and Cindy Ellis
6. Standing Committee Reports and Other Informational Reports:
 - A. Agriculture & Extension Education Committee
 - B. Land & Water Conservation Committee
 - C. Highway Committee
 - D. Executive & Finance Committee
 - E. Parks & Rural Planning Committee
 - F. Property Committee
 - G. Judicial & Public Safety Committee
 - H. Planning & Zoning Committee
 - I. Human Services Board
 - J. Board of Health
 - K. Other Reports by Members of the Board
 - L. Marquette County History- Kathleen McGwin
7. Budget Presentation- Administrator
8. Consent Agenda- Resolution 32-2022
9. Consideration of Resolutions- 33-2022 through 37-2022
10. Fiscal and Personnel Reports, Correspondence, Grant Updates – Administrator
11. Corporation Counsel Report
12. Adjournment Subject to the Call of the Chairperson

Anyone who requires special accommodation because of disability please contact the County Clerk's office, (608) 297-3016, at least 24 hours before the scheduled meeting time so appropriate arrangements can be made.

July 19, 2022 – Consent Agenda and Resolutions Synopsis

Agenda item # 8- Consent Agenda:

The motion, provided no member chooses to pull individual matters described off the Consent Agenda, would be:

Move to approve resolution 32-2022

Resolution 32-2022: If adopted, the Marquette County Board of Supervisors approves 5 acres owned by Aaron and Suanna Miller, Section 22, Town of Buffalo, will be rezoned to AG-3(5) and 10 acres to the FPO Districts.

Agenda item # 9- Resolutions subject to separate consideration

Resolution 33-2022: If adopted, Marquette County Board of Supervisors designates the Marquette County Public Safety Answering Point as operated by the Marquette County Sheriff's Office for the purposes of state and federal grant opportunities.

Resolution 34-2022: If adopted, Marquette County Board of Supervisors approves two full-time jail/dispatch positions to be added to the 2023 Sheriff's Office budget.

Resolution 35-2022: If adopted, Marquette County Board of Supervisors authorizes General Fund Transfers to close the 2021 Books of Account.

Resolution 36-2022: If adopted, Marquette County Board of Supervisors approves the replacement of section 73.38(C) and Table 1 of 73.38, Chapter 73, Nonmetallic Mine Reclamation, of the Marquette County Code of Ordinances.

Resolution 37-2022: If adopted, Marquette County Board of Supervisors approves the CTH B/STH 23 property settlement agreement and accepts and recognizes ownership of the property upon execution of Properties LLC and payment for its share of the expenses for Phase II.

ROLL CALL

ZONING AMENDMENT- TOWN OF BUFFALO

SUPERVISORS

YES

NO

Bennett
Benson
Borzick
Fenner
Frazer
Gibeaut
Krentz
Locke
Mack
McGwin
Nigbor
O'Brien
Raddatz
Rosenth
Swan
Vote
Walters

ADOPTED ☐

DEFEATED ☐

VOTE TALLY

YES _____

NO _____

ABSENT _____

ABSTAIN _____

INTRODUCED BY:

Committee Recommendation:

Planning & Zoning Committee

STATE OF WISCONSIN)
) SS

County of Marquette)

I, Kiley Lloyd, County Clerk of Marquette County, Wisconsin do hereby certify that the above is a true and correct copy of the resolution passed by the Marquette County Board of Supervisors on this date.

Date _____ Kiley Lloyd, County Clerk

WHEREAS, the Town of Buffalo has adopted Town of Buffalo General Zoning Ordinance Chapter 16, and

WHEREAS, the Town Board has been petitioned to amend Ordinance Chapter 16, and

WHEREAS, the Town Board on due notice conducted a public hearing and approved the amendment, and

WHEREAS, State Statute 60.62(3) requires that amendments of Ordinance Chapter 16 be approved by the Marquette Board of Supervisors,

NOW THEREFORE, the Marquette County Board of Supervisors do ordain as follows:

Town of Buffalo General Zoning Ordinance Chapter 16 and accompanying Zoning Map is amended in the following respects: The South 15 acres of the NE1/4-SE1/4, Section 22, T14N R10E, Town of Buffalo containing 15 acres more or less is rezoned from Prime Agriculture (AG-1) with 5 acres rezoned to Agriculture Residential (AG-3(5)) and the remaining 10 acres to the Farmland Preservation Overlay (FPO) District.

Legal Description of property: S15A of NE-SE 15-00 A

Parcel #: 002-00744-0000

OWNER
NAME &
ADDRESS:

PETITION FOR AMENDMENT OF
TOWN OF BUFFALO ZONING ORDINANCE

TO THE TOWN OF BUFFALO ZONING COMMITTEE:

The undersigned hereby petitions the Town of Buffalo Zoning Committee to amend the Zoning Ordinance of the Town of Buffalo (and the accompanying Zoning Map) as follows:

To rezone from a Ag-1 District to a Ag-2
District, lands described as follows:

Dated this 12th day of April, 2022

Respectfully submitted:

Aaron Miller
(Name)

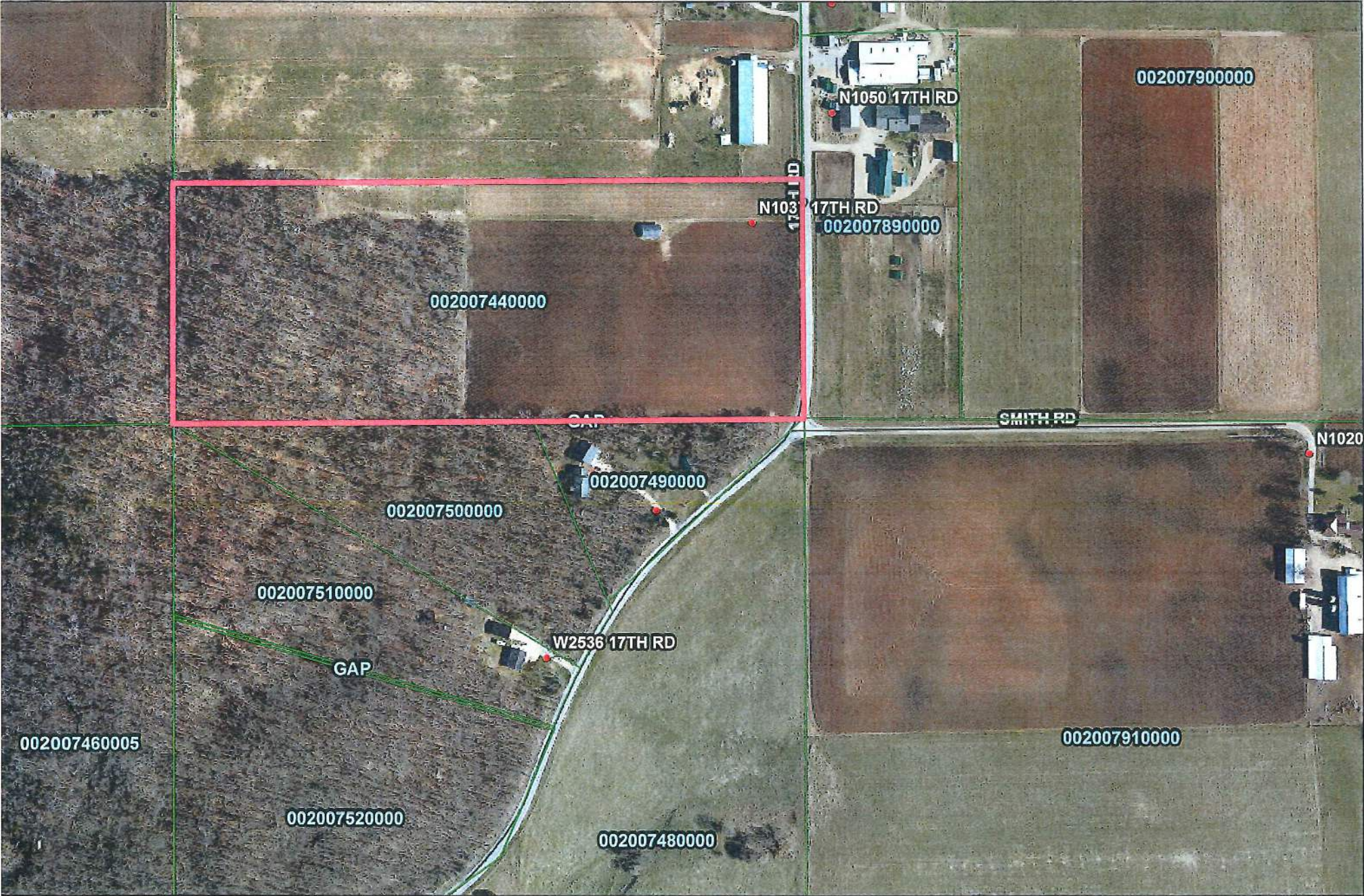
11074 17th Rd.
(Address)

Dalton, WI 53926

Explanation: Why do I need to rezone: I need to rezone so I am able to build a house. I want to build the ^{house} next to the septic system and hook onto it. According to the Sanitary Permit Application it is a three bedroom septic. I understand that I cannot build on Ag-1 so we need to rezone to Ag-2.

Respectfully submitted:
Aaron Miller

Plot Plan & Property Location Map on back.



1 inch equals 376 feet



MARQUETTE COUNTY
WISCONSIN

Current Time: 4/28/2022 1:49 PM

DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

**NOTICE OF PUBLIC HEARING
ON PROPOSED AMENDMENT TO THE
TOWN OF BUFFALO
ZONING ORDINANCE**

NOTICE IS HEREBY GIVEN that a **public hearing** will be held in the Town of Buffalo Town Hall at W3205 Co Rd O, Montello, on the **13th day of June, 2022, at 6:00 p.m.** on the proposed amendment to the Town of Buffalo General Zoning Ordinance Chapter 16, which proposed amendment is as follows:

Aaron and Suanna Miller, N1074 17th Rd, Dalton, WI 53926 who are requesting to **rezone from a Prime Agriculture (AG-1) to a General Agriculture (AG-2) District**, lands described as follows:

The South 15 acres of the NE1/4-SE1/4; Section 22, T14N R10E, Town of Buffalo, containing 15 acres more or less.

The petition to amend said ordinance is on file at the Marquette County Planning and Zoning Office, 77W Park St, Montello, Wisconsin.

Dated this 28th day of April, 2022.

The Town of Buffalo Plan Commission will meet on this application on June 1, 2022 at 6pm in the Town Hall at W3205 Co Rd O, Montello.

POSTED: MAY 2ND, 2022. TOWN HALL, RECYCLE CENTER and ONLINE tn.buffalo.wi.gov.

Publish: 5/26/22, 6/2/22 **WNAXLP**

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Publish: 5/26/22, 6/2/22 **WNAXLP**

Backed by experience, driven by technology.

(816) 903-3500

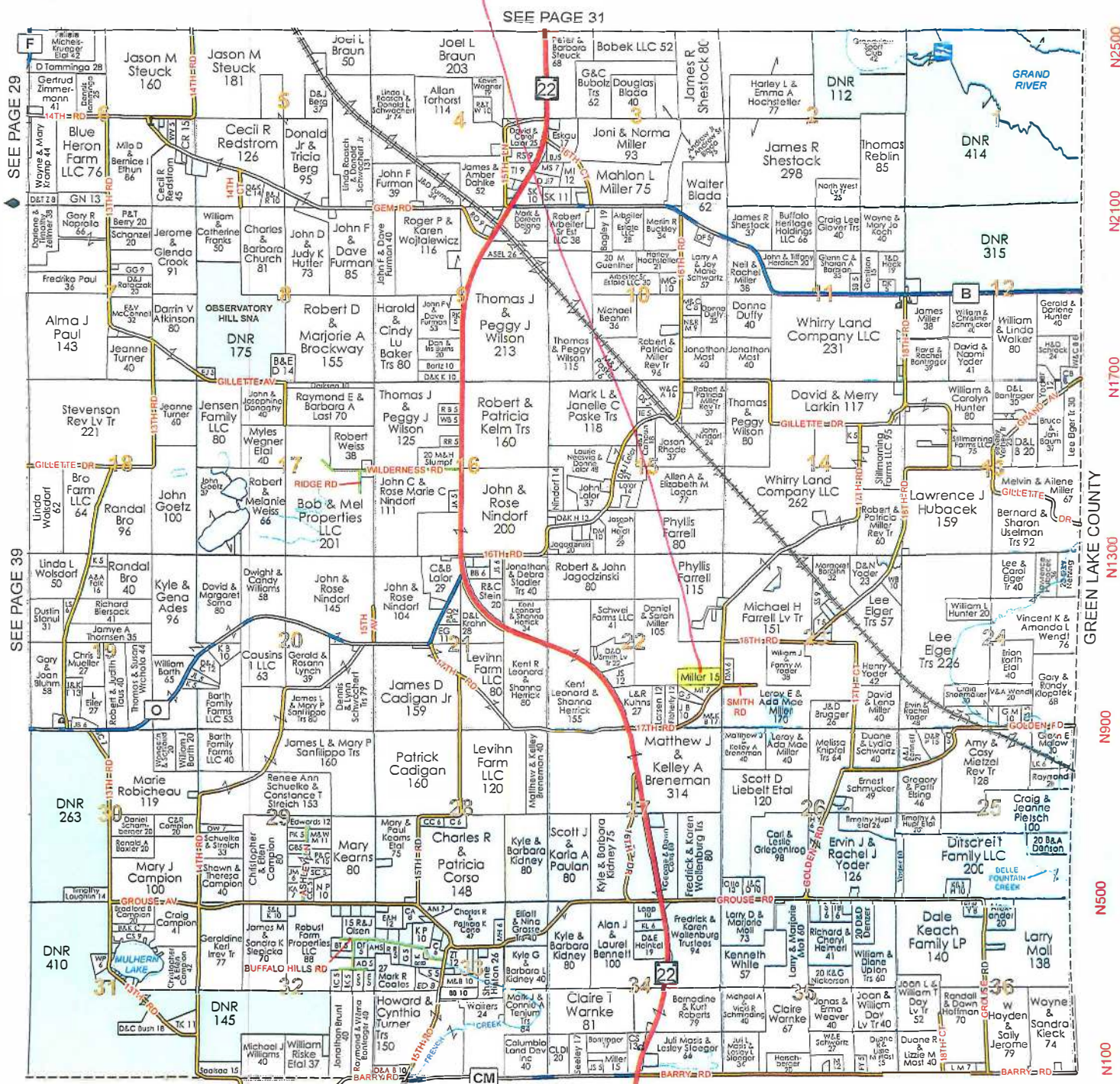
mappingsolutionsGIS.com



002-00744-0009

Township 14N - Range 10E

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W1700

ROLL CALL - COUNTY BOARD OF SUPERVISORS

MARQUETTE COUNTY, WISCONSIN

ROLL CALL

<u>SUPERVISORS</u>	<u>YES</u>	<u>NO</u>
Bennett	☐	☐
Benson	☐	☐
Borzick	☐	☐
Fenner	☐	☐
Frazer	☐	☐
Gibeaut	☐	☐
Krentz	☐	☐
Locke	☐	☐
Mack	☐	☐
McGwin	☐	☐
Nigbor	☐	☐
O'Brien	☐	☐
Raddatz	☐	☐
Rosenthal	☐	☐
Swan	☐	☐
Vote	☐	☐
Walters	☐	☐

ADOPTED ☐
 DEFEATED ☐

VOTE TALLY

YES _____
 NO _____
 ABSENT _____
 ABSTAIN _____

INTRODUCED BY:

Committee Recommendation:
 Judicial & Public Safety Committee

STATE OF WISCONSIN)
) ss

County of Marquette)
 I, Kiley Lloyd, County Clerk of Marquette
 County, Wisconsin do hereby certify that the
 above is a true and correct copy of the resolution
 passed by the Marquette County Board of
 Supervisors on this date.

 Date Kiley Lloyd, County Clerk

JULY 19, 2022, Session Resolution 33-2022

PSAP GRANT FUNDING FOR ONE PUBLIC SAFETY ANSWERING POINT PER COUNTY

WHEREAS, every municipal and state agency that provides fire suppression, law enforcement, and EMS, may establish a 911 system. Most counties operate their own Public Safety Answering Point (PSAP) to meet the needs of their citizens; and

WHEREAS, the 2017-19 Wisconsin state budget required DMA to create an emergency services IP network to be provided to all PSAPs. This digital network is essential in transitioning the state's 911 system from the old and outdated analog system to a current and advanced NextGeneration 911 system; and

WHEREAS, 2019 Wisconsin Act 26 created a much needed PSAP grant program aimed to provide grant dollars for advanced training of telecommunicators; equipment or software expenses; and incentives to consolidate some or all of the functions of two or more PSAPs; and

WHEREAS, 2019 Wisconsin Act 26 requires that only one PSAP per county receive the grant funds; and

WHEREAS, DMA Chapter 2 requires the county board of supervisors determine the one PSAP per county via resolution except for Milwaukee County where the Intergovernmental Cooperation Council will make the determination.

NOW, THEREFORE, BE IT RESOLVED that the Marquette County Board of Supervisors does hereby designate the Marquette County Public Safety Answering Point operated by the Marquette County Sheriff's Office as the PSAP for the purposes of 2019 Wisconsin Act 26 grant dollars or federal grant opportunities for Marquette County.

Date _____ > _____
Kiley Lloyd, County Clerk

ROLL CALL - COUNTY BOARD OF SUPERVISORS

MARQUETTE COUNTY, WISCONSIN

ROLL CALL

<u>SUPERVISORS</u>	<u>YES</u>	<u>NO</u>
Bennett	☐	☐
Benson	☐	☐
Borzick	☐	☐
Fenner	☐	☐
Frazer	☐	☐
Gibeaut	☐	☐
Krentz	☐	☐
Locke	☐	☐
Mack	☐	☐
McGwin	☐	☐
Nigbor	☐	☐
O'Brien	☐	☐
Raddatz	☐	☐
Rosenthal	☐	☐
Swan	☐	☐
Vote	☐	☐
Walters	☐	☐

ADOPTED ☐
DEFEATED ☐

VOTE TALLY

YES _____
NO _____
ABSENT _____
ABSTAIN _____

INTRODUCED BY:

Committee Recommendation:
Executive & Finance Committee
STATE OF WISCONSIN)

) SS

County of Marquette)

I, Kiley Lloyd, County Clerk of Marquette

County, Wisconsin do hereby certify that the above is a true and correct copy of the resolution passed by the Marquette County Board of Supervisors on this date.

Date _____
Kiley Lloyd, County Clerk

JULY 19, 2022, Session Resolution 35-2022

RESOLUTION AUTHORIZING GENERAL FUND TRANSFERS TO CLOSE THE 2021 BOOKS OF ACCOUNT

WHEREAS, The Executive & Finance Committee has reviewed the post-audit year-end report of expenses and revenues for 2021, and

WHEREAS, in accordance with Section 65.90 (5)(a) of the Wisconsin State Statutes transfers from the General Fund require County Board authorization, and

WHEREAS, several expenditure accounts have exhausted their 2021 budget appropriations and need funds transferred from the General Fund and it is understood many of these same departments and other departments had excess revenue or were under their expenditure budgets to more than offset these expenditures;

NOW, THEREFORE, BE IT RESOLVED, that the Marquette County Board approves the transfer of funds from the General Fund Reserve as follows:

Fund 10 – General Fund	
Circuit Court	\$ 2,221.42
Victim Witness	1,023.84
Cost Allocation Audit	100.00
Special Accounting & Auditing	1,530.00
Equipment Repairs & Maintenance	699.00
Tax Deed Expense	4,075.45
Buildings & Grounds	10,649.52
Health & Human Services Building	8,133.62
Services Center	1,282.95
Jail	10,276.13
Sheriff – Law Enforcement	33,790.41
EMS Stations	10,146.92
Care of Veterans Graves	1,613.44
Land & Water Conservation	6,376.60
Insurance – Workers Comp & Property	39,321.19

Fund 11 – Continuing Appropriations	
Elections – Ballots	5,333.94
Telephone Maintenance	2,715.00
IT Computer Equipment Outlay	50,671.13

Fund 30 – Debt Service Fund	
Principal on Debt	0.15
Interest on Debt	1,521.68

General Fund Transfers Total \$ 191,482.39

ROLL CALL - COUNTY BOARD OF SUPERVISORS

MARQUETTE COUNTY, WISCONSIN

ROLL CALL

JULY 19, 2022, Session Resolution 36-2022

RESOLUTION AMENDING THE MARQUETTE COUNTY CODE OF ORDINANCES CHAPTER 73, NONMETALLIC MINE RECLAMATION

NOW THEREFORE BE IT ORDAINED, by the Marquette County Board of Supervisors that Section 73.38 Table 1 and 73.38(C) of Chapter 73, Nonmetallic Mine Reclamation, of the Marquette County Code of Ordinances be replaced with the following:

73.38(C) Relation to Annual Fee. Any reclamation plan review fee or expedited reclamation plan review fee collected under this Section shall include a prorated portion of the first annual fee collected under Section 73.39.

<u>SUPERVISORS</u>	<u>YES</u>	<u>NO</u>
Bennett	☐	☐
Benson	☐	☐
Borzick	☐	☐
Fenner	☐	☐
Frazer	☐	☐
Gibeaut	☐	☐
Krentz	☐	☐
Locke	☐	☐
Mack	☐	☐
McGwin	☐	☐
Nigbor	☐	☐
O'Brien	☐	☐
Raddatz	☐	☐
Rosenthal	☐	☐
Swan	☐	☐
Vote	☐	☐
Walters	☐	☐

ADOPTED ☐
DEFEATED ☐

AND:

VOTE TALLY

YES	_____
NO	_____
ABSENT	_____
ABSTAIN	_____

73.38 TABLE 1

TABLE 1 MARQUETTE COUNTY RECLAMATION PLAN REVIEW FEE

Proposed Mine Site Size Plan Review Fee

$\geq 1 < 25$ acres	\$1,400
---------------------	---------

≥ 25 acres	\$1,900
-----------------	---------

INTRODUCED BY:

Committee Recommendation:
Land & Water Conservation Committee
STATE OF WISCONSIN)

) SS

County of Marquette)

I, Kiley Lloyd, County Clerk of Marquette County, Wisconsin do hereby certify that the above is a true and correct copy of the resolution passed by the Marquette County Board of Supervisors on this date.

Date _____ > _____
Kiley Lloyd, County Clerk

ROLL CALL - COUNTY BOARD OF SUPERVISORS

MARQUETTE COUNTY, WISCONSIN

ROLL CALL.

JULY 19, 2022, Session Resolution 37-2022

RESOLUTION FOR SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS FOR CTH B/STH 23 PROPERTY

NOW THEREFORE, BE IT ORDAINED by the Marquette County Board of Supervisors that the Agreement attached as Exhibit A is approved and upon execution of the same by Properties LLC and payment of its share of the expenses for a Phase II, that the County accepts and recognizes ownership of the following property:

A parcel of land located in the Southwest Quarter of the Northwest Quarter (SW 1/4-NW 1/4) of Section 8, Township 15 North, Range 10 East, City of Montello, Marquette County, Wisconsin, described as follows:

Beginning at a point on the quarter line of said Section 8 which is S 89 degrees 50' E, 520.22 feet from the West one-quarter corner thereof; thence N 01 degrees 41' E, 352.60 feet to the center of C.T.H. "B"; thence Southeasterly along the center of C.T.H. "B" to said quarter line; thence West along said quarter line to the point of beginning, and EXCEPTING THEREFROM the right of way of County Highway "B" and right of way of State Trunk Highway 23, Town of Montello, Marquette County, Wisconsin.

<u>SUPERVISORS</u>	<u>YES</u>	<u>NO</u>
Bennett	☐	☐
Benson	☐	☐
Borzick	☐	☐
Fenner	☐	☐
Frazer	☐	☐
Gibeaut	☐	☐
Krentz	☐	☐
Locke	☐	☐
Mack	☐	☐
McGwin	☐	☐
Nigbor	☐	☐
O'Brien	☐	☐
Raddatz	☐	☐
Rosenthal	☐	☐
Swan	☐	☐
Vote	☐	☐
Walters	☐	☐

ADOPTED ☐
DEFEATED ☐

VOTE TALLY

YES	_____
NO	_____
ABSENT	_____
ABSTAIN	_____

INTRODUCED BY:

Committee Recommendation:

Property Committee

STATE OF WISCONSIN)
) SS

County of Marquette)

I, Kiley Lloyd, County Clerk of Marquette County, Wisconsin do hereby certify that the above is a true and correct copy of the resolution passed by the Marquette County Board of Supervisors on this date.

Date _____ > _____
Kiley Lloyd, County Clerk

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is made and entered into by Properties, L.L.C. ("LLC"), a Wisconsin limited liability company and Marquette County ("County"). LLC and County are each a "party" and collectively the "parties".

RECITALS:

WHEREAS, there is a dispute between the parties as to the current and former legal ownership of certain property located at the intersection of County Highway B and State Highway 23, in the City of Montello, Wisconsin, further described as follows:

A parcel of land located in the Southwest Quarter of the Northwest Quarter (SW 1/4-NW 1/4) of Section 8, Township 15 North, Range 10 East, City of Montello, Marquette County, Wisconsin, described as follows:

Beginning at a point on the quarter line of said Section 8 which is S 89 degrees 50' E, 520.22 feet from the West one-quarter corner thereof; thence N 01 degrees 41' E, 352.60 feet to the center of C.T.H. "B"; thence Southeasterly along the center of C.T.H. "B" to said quarter line; thence West along said quarter line to the point of beginning, and EXCEPTING THEREFROM the right of way of County Highway "B" and right of way of State Trunk Highway 23, Town of Montello, Marquette County, Wisconsin.

(hereinafter referred to as "Property").

WHEREAS, pursuant to a Notice of Hazardous Substance Discharge (the "Notice") and Phase II Environmental Site Assessment filed with the Wisconsin Department of Natural Resources ("DNR") on or about October 6, 1995, DNR alleged that petroleum product was discharged onto the Property by a third party and caused impacts to topsoil and groundwater on or about the Property, and that one or more actions to respond to the alleged discharge was required pursuant Chapter 292 of the Wisconsin Statutes, or administrative rules promulgated thereunder; and

WHEREAS, after an environmental assessment paid for by the parties jointly, the DNR has determined that no additional investigation, remediation, or response action is necessary at the Property to address the release of hazardous substances identified in the Notice (the "Environmental Condition") at this time.

AGREEMENTS:

NOW, THEREFORE, in full consideration of the foregoing, the mutual agreements herein contained, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by this reference.

2. The County is the sole owner of the Property. The County shall not maintain or represent, in any forum, proceeding, or litigation, that Properties L.L.C. is the owner of the Property.
3. The County hereby fully releases, waives, and forever discharges Properties L.L.C. and its members, employees, agents, representatives, assigns, and successors in interest from any and all claims, demands, damages, causes of action, suits, or liabilities, of any kind or nature, in any way arising out of or related to the Environmental Condition or other environmental contamination at the Property.
4. This Agreement is intended to be and is a negotiated compromise of any disputed claims between the parties and is not and shall not be construed as an admission of fault or liability by any party. This Agreement is the product of informed negotiations and involves compromises of the parties' previously-stated legal positions. This Agreement is not, and shall not be construed as, an admission as to the parties' rights and obligations with respect to matters or persons outside the scope of this Agreement.
5. Nothing in this Agreement, or any action or statement made, or not made, in furtherance of this Agreement, by the parties or their representatives be construed as an admission or other evidence regarding the Property, except for the provisions in paragraphs 1, 2, and 3, in any future litigation or contested case proceeding, including litigation between the parties, or in any formal or informal proceeding involving or before the DNR.
6. The parties acknowledge and agree that this Agreement was bargained for and entered into in good faith and as the result of arms-length negotiations; and that this Agreement constitutes a full and final resolution of all issues concerning ownership of the Property.
7. The parties represent that execution of this Agreement by the persons whose signatures appear below has been duly and validly authorized and shall bind the parties, their successors and assigns to the terms hereof.
8. County represents and warrants that:
 - a. it is authorized to enter into this Agreement and this Agreement constitutes the legal, valid and binding obligation of County, enforceable according to its terms; and
 - b. it is aware of no legal or other restriction, limitation, or condition which might materially and adversely affect its ability to perform hereunder.
9. LLC represents and warrants that:
 - a. it is authorized to enter into this Agreement and this Agreement constitutes the legal, valid and binding obligation of LLC, enforceable according to its terms; and

- b. it is aware of no legal or other restriction, limitation or condition which might materially and adversely affect its ability to perform hereunder.
10. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Any dispute arising under this Agreement shall be brought in Marquette County Circuit Court.
 11. The terms and provisions contained in this Agreement constitute the entire agreement between the parties and shall supersede all previous communications, representations, agreements or understandings, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon any party hereto, unless in writing which specifically refers to this agreement, signed by duly authorized officers or representatives of the respective parties and the provisions of this agreement not specifically amended thereby shall remain in full force and effect.
 12. Each party to this Agreement shall be responsible for payments of its own attorneys' fees and costs arising out of this matter.
 13. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.
 14. If for any reason any sentence, term or provision of this Agreement is determined to be invalid or unenforceable, the remaining portions of this Agreement nevertheless shall be construed, performed and enforced as if the invalidated or unenforceable sentence, term or provision had not been included in this Agreement.
 15. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be original, and such counterparts shall together constitute one and the same Agreement.

(Signature Page Follows)

Dated: _____

Marquette County
Ron Barger, Administrator

Dated: _____

Properties, L.L.C.
Dennis Whitemarsh, Member

I hereby attest that on _____, the Marquette County Board of Supervisors voted by a majority to approve this Agreement.

Kiley Lloyd, County Clerk

Dated: _____