

AGENDA

JEFFERSON COUNTY BOARD MEETING

Tuesday, December 13, 2011, 7:00 p.m.

**Jefferson County Courthouse
320 South Main Street, Room 205
Jefferson, WI 53549**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**
5. **REVIEW OF THE AGENDA**
6. **APPROVAL OF OCTOBER 25, 2011 COUNTY BOARD MINUTES**
7. **APPROVAL OF NOVEMBER 15, 2011 COUNTY BOARD MINUTES**
8. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum to Agenda)
 - b. Memo dated November 14, 2011 from Rob Klotz, Planning and Zoning Director: (Page 1)
 - i. Department of Agriculture Trade & Consumer Protection (DATCAP) changes summary to the Zoning Ordinance (to be distributed at meeting)
 - ii. Proposed ordinance text revisions (to be distributed at meeting)
 - iii. Zoning maps (to be distributed at meeting)
 - c. Letter from Sheriff Milbrath dated November 22, 2011 regarding resignation of County Board Supervisor Gregory M. Torres (Page 2)
 - d. Email from Gregory Torres dated November 17, 2011 regarding his resignation from the County Board (Page 3)
 - e. Resolution from Town of Koshkonong regarding Hwy 12 bypass alternative 7a (Page 4-5)
 - f. Zoning Committee Notice of Public Hearing on Agricultural Preservation and Land Use Plan, December 15, 2011, 7:00 p.m. Rm 205 (Page 6)
 - g. Zoning Committee Notice of Public Hearing, December 15, 2011, immediately following the previous public hearing (Page 7-8)
9. **PUBLIC COMMENT**
COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES
10. **PLANNING & ZONING COMMITTEE**
 - a. Report – Approval of Petitions (Page 9)
 - b. Ordinance – Amend Zoning Ordinance (Page 10-12)
 - c. Ordinance – Denial of zoning petition (Page 13)
11. **FAIR PARK COMMITTEE**
 - a. Resolution – Approve exclusive Fair Park signage agreement (Page 14-22)
12. **FINANCE COMMITTEE**
 - a. Resolution – Authorizing sale of future tax foreclosure property in the Village of Johnson Creek (Page 23)
 - b. Resolution – Reauthorize self-insuring worker's compensation liability (Page 24)

13. HIGHWAY COMMITTEE
 - a. Report – Highway truck purchases (Page 25)
 - b. Resolution – Authorize Highway Department truck and equipment purchases (Page 26-27)
14. HUMAN RESOURCES COMMITTEE
 - a. Resolution – Ratify AFSCME collective bargaining contracts (Page 28-29)
 - b. Resolution – One time wage adjustment for non-represented employees (Page 30)
 - c. Report – Changes to the County’s Personnel Ordinance (Page 31-35)
 - d. Ordinance – Amend the County Personnel Ordinance to conform to current practices, provide consistency where practicable among County employees and provide written policies for employees following publication of Acts 10 and 32 (Page 36-46)
15. HUMAN SERVICES BOARD
 - a. Resolution – Authorizing execution of state human services contracts (Page 47)
 - b. Resolution – Authorizing execution of Income Maintenance Consortium contract (Addendum to Agenda)
16. PARKS COMMITTEE
 - a. Resolution – Authorizing acceptance of bid on Dorothy Carnes Park (Kemmeter acreage) agricultural three-year lease (Page 48)
17. APPOINTMENTS BY COUNTY ADMINISTRATOR
 - a. J.Loren Gray, Fort Atkinson, WI, to the Mid WI Federated Library Board for a three-year term ending January 1, 2015 (Page 49)
 - b. Janet Negus, Jefferson, WI to the Mid WI Federated Library Board for a three-year term ending January 1, 2015 (Page 49)
18. COMMITTEE APPOINTMENTS BY COUNTY BOARD CHAIRMAN
 - a. Jennifer Hanneman, Jefferson, WI to the UW Extension Education Committee to fill an unexpired term ending April 17, 2012 (Page 50)
 - b. Ed Morse, Lake Mills, WI to the Land and Water Conservation Committee to fill an unexpired term ending April 17, 2012 (Page 51)
 - c. Lloyd Zastrow, Oconomowoc, WI to the Fair Park Committee to fill an unexpired term ending April 17, 2012 (Page 52)
19. ANNOUNCEMENTS
20. ADJOURN

NEXT COUNTY BOARD MEETING
FEBRUARY 14, 2012 7:00 P.M. ROOM 205



Jefferson County

ZONING AND SANITATION DEPARTMENT
COURTHOUSE, 320 S. MAIN ST., JEFFERSON, WI 53549
ROOM 201 PHONE 920-674-7130 FAX 920-674-7525

MEMORANDUM

DATE: November 14, 2011

FROM: Rob Klotz, Jefferson County Planning and Zoning Department
Director *RK*

RE: Changes Made to the Jefferson County *Zoning Ordinance* in
Response to Department of Agriculture, Trade and Consumer
Protection (DATCP) Review

Attached is a summary of changes made to the draft Jefferson County *Zoning Ordinance* after DATCP review. The numbered items, Text 1-7 and Map 1,2 and Other Items Not Impacting Certification 1,2, were DATCP concerns, while the blue italicized bullet points that follow each numbered item is Jefferson County's response.

If you have any questions, please contact our office at 920-674-7130.

Office of the Sheriff - Jefferson County



411 S. Center Avenue
Jefferson, Wisconsin 53549-1703

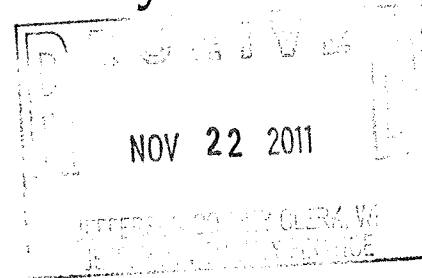
Paul S. Milbrath, Sheriff

Jeffrey Parker, Chief Deputy

Duane Scott
Administrative Captain

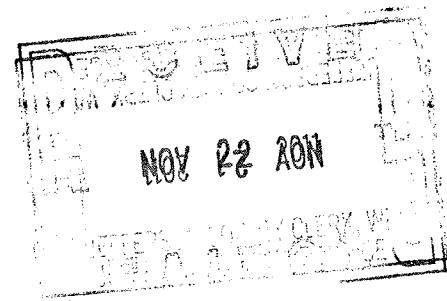
★ Paul Wallace
Patrol Captain

★ Jerry Haferman
Jail Captain



November 22, 2011

Ms. Barb Frank
Jefferson County Clerk
320 S. Main Street
Jefferson, WI 53549



Dear Ms. Frank:

I am advising you of the resignation of County Board Supervisor Gregory M. Torres, District #24, dated and effective Thursday, November 17, 2011. Per Wisconsin Statute 17.01(7), I am providing you with a copy of this notice. County Board Chair John Molinaro has also been notified and given a copy.

Sincerely,

A handwritten signature in cursive script that reads "Paul S. Milbrath".

Paul S. Milbrath,
Sheriff

PSM:tw

Paul Milbrath

From: Gregory Torres
Sent: Thursday, November 17, 2011 12:51 PM
To: County Board Members
Cc: Paul Milbrath; Gary Petre; Paul Novitzke; Mark Watkins; Phil Ristow; Kathy Eisenmann; jcapro@jcpgroup.com; rwhisner@dailyunion.com; dailyunion@dailyunion.com; kimsabri@ix.netcom.com; steves@wdtimes.com; news@wdtimes.com; news1@wdtimes.com; mclish@nrgmedia.com; newsroom@gazetteextra.com; stewartjim@charter.net
Subject: My Resignation

Fellow Members of the Jefferson County Board of Supervisors:

It has been an honor and a privilege to serve on the Jefferson County Board for the past five and a half years. I came to Whitewater to attend college as an 18 year old college kid. I never imagined that community would put trust in me to serve on the city council as a college freshmen and then the what I have found to be the biggest honor being elected and re-elected since my sophomore year of college to be the representative to the Jefferson County Board.

As many of you know, I spent my formative years growing up in Jefferson County in the Concord area and I graduated from Watertown High School back in 2004. I am now working in Madison and as I will soon be starting a family and when I look towards my future and to the place I want to raise a family, Jefferson County is the obvious choice. I also want to live in an area that is closer to the freeway due to my work in Madison. My college town of Whitewater is a great place. I had a lot of fun, learned a lot and met many good people, however as I look towards the future it will not remain my home. I have found a place in Johnson Creek and while I have never lived in that community, having grown up in the surrounding area, this feels like a moving home moment for me.

It has been great serving with everyone on the county board and working towards our individual and shared ideas for what is best for our county. We are a board that is pulling the county in many different directions and as bad as that sounds I think the debate even when heated is healthy for our county. I leave this board having no one on it who I have not disagreed with at some point. I never intended to make friends, my goal was always to stand up for what I believed was the best path for our county, however along the way I have made some great friends many of whom are politically opposed to what I believe in and some who have been great allies on the board.

It is with a heavy hart and some reluctance that I announce my resignation from the Jefferson County Board of Supervisors effective the adjournment of todays Thursday November 17th 4:00 PM meeting of the County Fair Park Committee.

I have been in contact with the County Clerk and believe that I have attached everyone to this e-mail who needs to be for this to be a legal resignaiton.

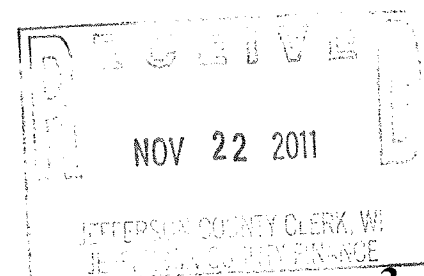
If anyone has any questions please feel free to give me a call. While my phone number will remain the same, if you wish to contact me by e-mail please send the e-mail to my personal account. That e-mail is gregt86@gmail.com.

Sincerely,

Gregory M. Torres

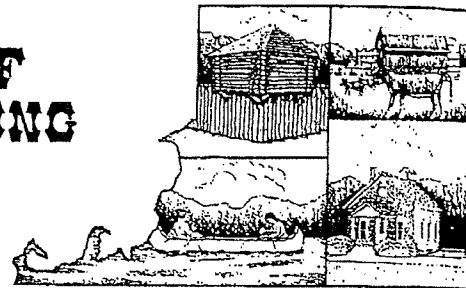
Gregory M. Torres
Jefferson County Board Supervisor
District Twenty-Four

(262) 490-1734



Item 8c

W5609 Star School Road
Fort Atkinson, Wisconsin
53538
Phone/FAX (920) 563-4510
E-mail:
koshkonong@compufort.com
Web site:
www.koshkonongwi.com

**TOWN OF
KOSHKONONG****FACSIMILE TRANSMITTAL SHEET**

TO:	FROM:
Barb Frank	Kim Cheney
COMPANY:	DATE:
Jefferson County Clerk	11/21/2011
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
920-674-7368	2
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
Hwy 12 by-pass resolution	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Hi Barb: The Town Board approved the attached resolution and would like it to go to the county board meeting in December. Could you let me know if I need to do anything else. Thank you,

Kim Cheney
Town Clerk

**TOWN OF KOSHKONONG
RESOLUTION NO. 2011-119**

**Resolution to preserve farmland, rural character and habitat by opposing Fort Atkinson
Hwy 12 bypass alternative 7a**

WHEREAS, The Wisconsin Department of Transportation has recently selected 7a as the preferred alternative route for a U.S. Highway 12 bypass around Fort Atkinson, and,

WHEREAS, alternative 7a diagonally bisects the Town of Koshkonong, and,

WHEREAS, the selected route would: cause irreparable harm to the Township and its residents by splitting numerous farms; disrupt farming operations; undermine county land use and farm preservation efforts; damage the Town of Koshkonong efforts to control growth and maintain rural character; increase storm water runoff; invite increased noise and air pollution; harm local tax revenues and shift tax burden; reduce taxable acreage, and,

WHEREAS, the physical presence of a route 7a and its use would harm wildlife directly and indirectly by impacting habitat including that of threatened species such as Blanding's turtle, mulberry winged damsel flies and many others, and,

WHEREAS, the DOT admits to the likelihood of the aforementioned collateral damage even though Wisconsin State law does not allow consideration of these extended impacts, and,

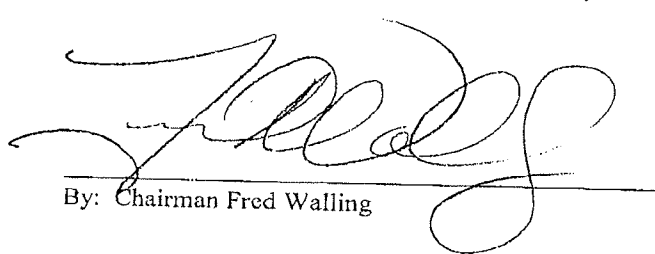
WHEREAS, DOT traffic studies showing a decline in vehicle counts, and the worldwide trend toward alternate transportation systems, suggest that this bypass may never be needed, and,

WHEREAS, the existing Highway 12, after modest improvements, will serve the transportation needs of this corridor indefinitely,

NOW, THEREFORE, BE IT RESOLVED that the Town of Koshkonong asks the Jefferson County Board of Supervisors and Governor Walker and the Wisconsin Legislature to discontinue plans for developing Jefferson County Highway 12 plan 7a and instead put all needed effort into the available alternatives so as to minimize loss of farmland, habitat damage, social upheaval, and the destruction of rural beauty.

Fiscal note: no fiscal impact.

Approved this day November 9, 2011 by the Town Board of Koshkonong.


By: Chairman Fred Walling


Attest

NOTICE OF PUBLIC HEARING
JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE

Steve Nass, Chair; Greg David, Vice-Chair; Don Reese, Secretary; Amy Rinard; Jan Roou

DATE: DECEMBER 15, 2011
TIME: 7:00 P.M.
LOCATION: ROOM 205, JEFFERSON COUNTY COURTHOUSE
320 S. MAIN ST., JEFFERSON, WI

1. Call to Order
2. Roll Call
3. Certification of Compliance With Open Meetings Law Requirements
4. Review of Agenda
5. Public Hearing

NOTICE IS HEREBY GIVEN that the Jefferson County Planning and Zoning Committee will conduct a public hearing at 7 p.m. on Thursday, December 15, 2011, in Room 205 of the Jefferson County Courthouse, Jefferson, Wisconsin. A hearing will be given to anyone interested in the proposals. The matters to be heard are:

1. Adoption of the Jefferson County Agricultural Preservation and Land Use Plan by ordinance pursuant to Sections 91.10 and 66.1001(4), Wisconsin Stats.;
2. Amendment of the County's Comprehensive Plan by ordinance pursuant to §66.1001(4) and Chapter 91, Wis. Stats., by incorporating the above Agricultural Preservation and Land Use Plan including an updated Land Use Map into the existing Comprehensive Plan; and
3. Amendment of the County's Development plan by resolution pursuant to Section 59.69(3) Wis. Stats.

The adoption and amendments as specified above will preserve Farmland Preservation tax credit eligibility for county farmers by updating Jefferson County plans in compliance with the Working Lands Initiative and Chapter 91, Farmland Preservation, Chapter 66.1001 and Chapter 59.69, Wis. Stats. The County's Comprehensive/Development Plan and Agricultural Preservation and Land Use Plan are policy documents that are used by the County Board of Supervisors and the County Planning and Zoning Committee as a guide for making decisions regarding land use and development in the County. These plans contain background information and goals, objectives, maps, policies and recommendations required by state statute. The plan text and related maps are available at http://www.jeffersoncountywi.gov/jc/public/jchome.php?page_id=134 or in the Jefferson County Planning and Zoning Department, Room 201, Jefferson County Courthouse.

If you have questions regarding these matters, please contact Rob Klotz, Planning and Zoning Director at 920-674-7130.

6. Adjourn

Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator at 920-674-7101 24 hours prior to the meeting so that appropriate arrangements can be made.

NOTICE OF PUBLIC HEARING
JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE

Steve Nass, Chair; Greg David, Vice-Chair; Don Reese, Secretary; Amy Rinard; Jan Roou

SUBJECT: Map Amendments to the Jefferson County Zoning Ordinance and Requests for Conditional Use;
Reclamation Permit Application and Plan, Meeting the Criteria of NR135, Now Under 30-Day Review for 2 Acres by the Land and Water Conservation Department

DATE: December 15, 2011

TIME: Immediately Following the Conclusion of a 7:00 p.m. Public Hearing for the Jefferson County Agricultural Preservation and Land Use Plan

PLACE: Room 205, Jefferson County Courthouse, 320 S. Main St., Jefferson, WI

1. Call to Order
2. Roll Call
3. Certification of Compliance With Open Meetings Law Requirements
4. Review of Agenda
5. Public Hearing

NOTICE IS HEREBY GIVEN that the Jefferson County Planning and Zoning Committee will conduct its normal monthly public hearing immediately following the conclusion of the Jefferson County Agricultural Preservation and Land Use Plan Public Hearing scheduled to begin at 7 p.m. on Thursday, December 15, 2011, in Room 205 of the Jefferson County Courthouse, Jefferson, Wisconsin. A hearing will be given to anyone interested in the proposals. **PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.** Matters to be heard include petitions to amend the zoning ordinance of Jefferson County and applications for conditional use permits. Also heard will be a reclamation permit application and plan meeting the criteria of NR135 received on November 23, 2011 by the Jefferson County Land & Water Conservation Department and now under a 30-day review. A map of the properties affected may be obtained from the Zoning Department. If you have questions regarding these matters, please contact Zoning at 920-674-7131.

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL

3555A-11 – William Ingersoll: Rezone approximately 1.65 acres of PIN 006-0716-2733-000 (47.448 Acres) near **W1281 Sunnyside Drive** in the Town of Concord.

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL AND N, NATURAL RESOURCES

3556A-11 & 3557A-11 – Heath Schluter: Rezone to create a 2-acre lot around **W1658 Froelich Road** and three adjacent new building sites of approximately 2 acres each. Create four Natural Resource zones adjacent of approximately 7.1 acres, 6.3 acres, 6.6 acres and 6.8 acres.

The sites are in the Town of Sullivan, all on Froelich Road, part of PIN 026-0616-0932-000 (29.708 Acres)

FROM AGRICULTURAL A-1 TO N, NATURAL RESOURCES

3558A-11 & CU1680-11 – Dennis Schroedl/Robert & Lucile Schroedl Trust Property:

Rezone approximately 3 acres with conditional use to allow for agricultural practices in a Natural Resource zone. The area is part of PIN 014-0614-0943-005 (13.736 Acres) in the Town of Jefferson, near **N4081 Hickory Court**.

CONDITIONAL USE PERMIT APPLICATIONS

CU1681-11 – Russell Walton: Conditional use to allow mineral extraction at **W3978 CTH U** in the Town of Cold Spring, on PIN 004-0515-2834-000 (35.84 Acres) in an A-1 Agricultural zone.

Wisconsin Administrative Code Chapter NR135 and the Jefferson County Non-Metallic Mining Reclamation Ordinance (2007-05), requires the opportunity for public review of the reclamation plan and allow testimony regarding reclamation-related matters. All reclamation-related testimony shall be considered in the reclamation permitting process. The plan is available for public review at the Land and Water Conservation Department, Room 113 of the Jefferson County Courthouse during normal business hours.

CU1682-11 – William & Monte Olszewski: Conditional use as required by Jefferson County Zoning Ordinance Sec. 11.04(f)5 and Wisconsin Administrative Rule ATCP 51 for an intensive ag operation of up to 260 animal units at **W4189 CTH B**. The site is part of PIN 008-0715-1714-000 (36.83 Acres) in an A-1 Agricultural zone in the Town of Farmington.

CU1683-11 – Acclaim Performance Horses, Inc./LJP Farm, LLC Property: Conditional use to allow a commercial stable for boarding, breeding and training of horses at **N2726 Mehring Road** on PINs 010-0615-3614-000 (3.424 Acres) and 010-0615-3614-004 (21.096 Acres) in the Town of Hebron and 026-0616-3123-001 (15.934 Acres) in the Town of Sullivan. The properties are zoned A-1, Agricultural.

CU1684-11 – Beverly J Paulsberg: Conditional use to allow an extensive on-site storage structure in a Residential R-2 zone at **N9287 Bartlain Court**. The site is part of PIN 012-0816-1211-013 (2.108 Acres) in the Town of Ixonia.

CU1685-11 – Geoffrey R Warda: Conditional use to allow greater shoreland cutting at **N1068 Lake Drive** than is allowed by Sec. 11.10(e)2 of the Jefferson County Zoning Ordinance. The site is on PIN 028-0513-1941-012 (3.4 Acres) in a Residential R-1 zone, Town of Sumner.

6. Adjourn

Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator at 920-674-7101 24 hours prior to the meeting so that appropriate arrangements can be made.

**REPORT
TO THE HONORABLE MEMBERS OF THE JEFFERSON COUNTY
BOARD OF SUPERVISORS**

The Jefferson County Planning and Zoning Committee, having considered petitions to amend the zoning ordinance of Jefferson County, filed for public hearing held on October 20 and November 17, 2011, as required by law pursuant to Wisconsin Statutes, notice thereof having been given, and being duly advised of the wishes of the town boards and persons in the areas affected, hereby makes the following recommendations:

**APPROVAL OF PETITIONS 3548A-11, 3549A-11, 3550A-11, 3551A-11,
3552A-11, 3553A-11, 3554A-11, 3555A-11, 3556A-11 and 3557A-11**

DENIAL OF PETITION 3544A-11

Petition 3544A-11 was filed by Kevin Hildebrandt to create a 1-acre lot on Allen Drive in the Town of Concord. It is recommended for denial due to location of the requested lot in prime agricultural soils and cropland, where non-prime land would achieve better clustering.

DATED THIS TWENTY-EIGHTH DAY OF NOVEMBER 2011

Donald Reese, Secretary

**THE EFFECTIVE DATE OF THE PRIOR MONTH'S AMENDMENTS 3545A-11, 3546A-11 AND
3547A-11 IS NOVEMBER 19, 2011.**

Deb Magritz: 12-05-11; Phil Ristow: 12-06-11

12-13-11

ORDINANCE NO. 2011-_____

Amend Zoning Ordinance

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the Jefferson County Zoning Ordinance, and

WHEREAS, Petitions 3548A-11, 3549A-11, 3550A-11, 3551A-11, 3552A-11, 3553A-11, 3554A-11, 3555A-11, 3556A-11 and 3557A-11 were referred to the Jefferson County Planning and Zoning Committee for public hearing on November 17, 2011, and

WHEREAS, the proposed amendments have been given due consideration by the Board of Supervisors in open session,

NOW, THEREFORE, BE IT ORDAINED that the Jefferson County Board of Supervisors does amend the zoning ordinance of Jefferson County (and official zoning maps) as follows:

**FROM AGRICULTURAL A-1 AND RESIDENTIAL R-2 TO A-2, AGRIBUSINESS
FROM RESIDENTIAL R-2 TO A-1, AGRICULTURAL**

Rezone approximately 1.6 acre of PIN 016-0514-1043-022 (1 acre) and 016-0514-1044-000 (27.845 acres) to A-2, Agribusiness. Rezone 0.06 acre of PIN 016-0514-1043-022 (1 acre) to A-1 Agricultural to allow for its inclusion with adjoining A-1 zoned land. The site is at N1732 USH 12 in the Town of Koshkonong. This action is conditioned upon receipt and recording of a final certified survey map for the lot, including extraterritorial plat review if necessary. Rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3548A-11 and 3549A-11 – John Ackatz/Ruth Poyer Trust property)

FROM AGRICULTURAL A-1 TO A-2, AGRIBUSINESS

Rezone PIN 018-0713-0732-003 (5.151 acres) at N6680 CTH O to A-2, Agribusiness. This action is conditioned upon road access approval by the County Highway Department; the rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3550A-11 – Darrick Gottschalk/Robert Turtenwald Trust property)

Rezone PIN 032-0815-2233-000 (2.5 acres) at N8106 CTH X in the Town of Watertown. (3551A-11 – Tim & Jana Strobel)

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL

Create an approximate 1-acre building site from PIN 014-0614-2023-000 (80.26 acres) as a consolidation of parcels of record from PIN 014-0614-2022-000 (18.025 acres.) The site is in the Town of Jefferson, near N6795 Kiesling Road. This prime ag land lot utilizes the last available A-3 zone for the properties, therefore rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval by the Town of Jefferson, upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems, and upon approval and recording of a final certified survey map for the lot, including extraterritorial plat review if necessary. Rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3552A-11 – Mark Anthony Stelse)

Create an approximate 1.84-acre building site on CTH B from part of PINs 018-0713-0924-000 (39.817 acres) and 018-0713-0931-000 (35.339 acres) in the Town of Lake Mills. This prime ag land lot combination utilizes the last available A-3 zone for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval by the County Highway Department, upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems, and upon approval and recording of a final certified survey map for the lot. The rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3553A-11 – Gary and Beth Leverton)

Rezone to create a 2-acre building site on Froelich Road in the Town of Sullivan from part of PIN 026-0616-0843-000 (20.157 acres). This utilizes the last available A-3 zone for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval by the Town, upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems, and upon approval and recording of a final certified survey map for the lot. The rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3554A-11 – Tad Van Valin/Reed, Tad, Wade and Craig Van Valin property)

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL AND N, NATURAL RESOURCES

Create a 2-acre lot around the home at N3228 Bente Road, and create two vacant lots adjacent, all from PINs 026-0616-2921-000 (40 acres) and 026-0616-3014-001 (14.03 acres). Create a 60.3-acre Natural Resource zone from part of PINs 026-0616-2922-000 (40 acres) and 026-0616-2923-000 (40 acres). This action is conditioned upon road access approval by the Town, upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems, and upon approval and recording of a final certified survey map for the lots. The rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been met by that date. (3555A-11 & 3556A-11 – Mossman Farm, LLC/G & G Mossman Trust property)

FROM AGRICULTURAL A-1 TO N, NATURAL RESOURCES

Rezone approximately 3.8 acres near W8811 Marsh Road in the Town of Oakland from part of PIN 022-0613-2822-000 (17.199 acres). Rezoning is conditioned upon road access approval and upon approval and recording of the final certified survey for the property. The lot cannot be sold separately from adjoining A-3 zoned lands unless all applicable conditions of the zoning ordinance are met. (3557A-11 – Connie Evenson/Frederick property)

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Ordinance Requested By
Planning and Zoning Committee

12-13-11

Deb Magritz 12-5-11

ORDINANCE NO. 2011-_____

Denial of zoning petition

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the Jefferson County Zoning Ordinance, and

WHEREAS, Petition 3544A-11 was referred to the Jefferson County Planning and Zoning Committee for public hearing on October 20, 2011, and

WHEREAS, the proposed amendment has been given due consideration by the Board of Supervisors in open session,

NOW, THEREFORE, BE IT ORDAINED that the Jefferson County Board of Supervisors does deny Petition 3544A-11 and that no change shall be allowed:

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL

Rezone to create a 1-acre lot on Allen Drive in the Town of Concord from part of PIN 006-0716-1112-000 (40 acres).

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Ordinance Requested By
Planning and Zoning Committee

12-13-11

Deb Magritz: 12-5-11

Item 11a

RESOLUTION NO. 2011-_____

Approve exclusive Fair Park signage agreement

WHEREAS, the Fair Park Director has advertised the opportunity for a Fair Park signage agreement for fermented malt beverage products, and

WHEREAS, a MillerCoors distributor, Ott-Schweitzer Distributors, Inc. of Milton, Wisconsin, has offered \$25,000 per year for a three-year contract on the terms and conditions contained in the agreement included in the Board materials, and

WHEREAS, the Fair Park Director and Committee recommend entering into a signage agreement with Ott-Schweitzer Distributors, Inc. on the terms and conditions proposed.

NOW, THEREFORE, BE IT RESOLVED that the Fair Park Director is authorized to execute a contract with Ott-Schweitzer Distributors, Inc. in the amount of \$75,000 for an exclusive three-year signage agreement.

Fiscal Note: The previous 3-year contract was for \$23,000 per year.

AYES_____

NOES_____

ABSTAIN_____

ABSENT_____

VACANT_____

Requested by
Fair Park Committee

12-13-2011

Philip C. Ristow: 12-08-11

Marketing Partnership Agreement

This Marketing Partnership Agreement (the "Agreement") is made this November 7th, 2011, by and between JEFFERSON COUNTY d.b.a. JEFFERSON COUNTY FAIR PARK, with its principal place of business at 503 N. Jackson Avenue, Jefferson, WI 53549 and Ott Schweitzer Dist., Inc (MP) with its principal place of business at 616 Gateway Drive, Milton, WI 53563.

WHEREAS, THE JEFFERSON COUNTY FAIR PARK provides marketing opportunities in its facility and as part of its community outreach, and

WHEREAS, MP desires to participate in marketing avenues with and through THE JEFFERSON COUNTY FAIR PARK; and

WHEREAS, THE JEFFERSON COUNTY FAIR PARK desires to permit MP to market with and through THE JEFFERSON COUNTY FAIR PARK on a category exclusive basis in exchange for certain compensation to be paid by MP.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are herby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. Recitals.

The foregoing recitals are made a part of this Agreement.

II. Term.

The Term of this agreement is 3 years, as outlined in Exhibits A, and B, subject to renewal upon terms set forth therein.

III. Marketing Partnership.

- A.** During the Term of this Agreement, THE JEFFERSON COUNTY FAIR PARK hereby agrees to carry out the elements and scope of the marketing partnership described in Exhibit B.
- B.** MP shall provide to THE JEFFERSON COUNTY FAIR PARK all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its marketing partnership; provided, however, that all uses of such logos and other information, content and materials shall be subject to the prior approval of MP, which approval shall not be unreasonably withheld.
- C.** During the Term of this Agreement, MP shall be permitted to utilize THE JEFFERSON COUNTY FAIR PARK name, acronym and logo for the sole purpose of promoting MP's marketing partnership, pursuant to the terms of Section IV below. All uses by MP of THE JEFFERSON COUNTY FAIR PARK name, acronym and logo shall be subject to the prior approval of THE JEFFERSON COUNTY FAIR PARK which approval shall not be unreasonably withheld.

IV. Mutual Intellectual Property License.

- A.** Limited License to THE JEFFERSON COUNTY FAIR PARK. THE JEFFERSON COUNTY FAIR PARK is hereby granted a limited, revocable, non-exclusive license to use the name "Miller Lite" and other logos of MP (hereinafter collectively referred to as the "MP Marks") solely to identify MP as a marketing partner of THE JEFFERSON COUNTY FAIR PARK, with the limited authority to use the MP Marks solely in connection with the activities authorized under this Agreement, subject to terms and conditions of this Agreement. MP represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to THE JEFFERSON COUNTY FAIR PARK nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to THE JEFFERSON COUNTY FAIR PARK; and that to the best of MP's knowledge, the MP's Marks do not and will not violate or infringe upon any patent, copy write, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party. Notwithstanding the foregoing, all uses by THE JEFFERSON COUNTY FAIR PARK of MP's Marks beyond the uses and tasks specified in Exhibit B hereto shall be subject to the prior approval of MP, which approval shall not be unreasonably withheld.
- B.** Limited License to MP. MP is hereby granted a limited, revocable, non-exclusive license to use the name "THE JEFFERSON COUNTY FAIR PARK" and the logo of THE JEFFERSON COUNTY FAIR PARK (hereinafter collectively referred to as "THE JEFFERSON COUNTY FAIR PARK Marks") solely with the term "Marketing Partner" prominently displayed directly adjacent thereto (to ensure the absence of any implication that MP is endorsed by THE JEFFERSON COUNTY FAIR PARK, with the limited authority to use THE JEFFERSON COUNTY FAIR PARK Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. In no event shall MP use THE JEFFERSON COUNTY FAIR PARK Marks in a manner that states or implies an endorsement of MP (or MP's products or services) by THE JEFFERSON COUNTY FAIR PARK. THE JEFFERSON COUNTY FAIR PARK represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to MP nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to MP; and that to the best of THE JEFFERSON COUNTY FAIR PARK knowledge, the their Marks do not and will not violate or infringe upon any patent, copy right, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute

a libel or defamation of any third party. Notwithstanding the foregoing, all uses by MP of THE JEFFERSON COUNTY FAIR PARK Marks shall be subject to the prior approval of THE JEFFERSON COUNTY FAIR PARK, which approval shall not be unreasonably withheld.

C. General Logo Provision.

1. The MP Marks and THE JEFFERSON COUNTY FAIR PARK Marks are hereinafter collectively referred to as the "Marks".
2. The Marks are and shall remain at all times the sole and exclusive property of their respective owners (i.e. THE JEFFERSON COUNTY FAIR PARK shall be considered the "owner party" and MP shall be considered the "non-owner party" with respect to THE JEFFERSON COUNTY FAIR PARK Marks; MP shall be considered the "owner party" and THE JEFFERSON COUNTY FAIR PARK shall be considered the "non-owner party" with respect to the MP Marks.) The respective Marks may be used by the non-owner parties if and only if such use is made pursuant to the terms and conditions of this limited license.
3. The owner parties' respective logos may not be revised or altered by the non-owner parties in any way, and must be displayed in the same form (and colors, if applicable) as provided by the owner parties.
4. The respective Marks must be used by the non-owner parties in a professional manner and solely in connection with the activities authorized under this Agreement. The respective non-owner parties shall not permit any third party or parties to use the Marks of the owner parties without the express prior written approval of the owner parties. The respective non-owner parties shall not use the Marks of the owner parties in conjunction with any third party trademark, service mark, or other mark without the express prior written approval of the owner parties. The respective non-owner parties shall not sell or trade the Marks of the owner parties without the express prior written approval of the owner parties. Notwithstanding the foregoing, the respective Marks may not be used by the non-owner parties for individual personal or professional gain or other private benefit, and the respective Marks may not be used by the non-owner parties in any manner that: diminishes their value or otherwise dilutes the Marks; discredits the owner parties or tarnishes their respective reputations and goodwill; is false, misleading or likely to cause confusion, mistake or deception; violates the rights of others; violates any federal, state or local law, regulation or other public policy; or mischaracterize the relationship between the parties, including but not limited to the fact that MP is a separate and distinct legal entity from, and is not an agent of, THE JEFFERSON COUNTY FAIR PARK.

5. The respective owner parties shall have the right, from time to time, to request complete samples of use of their Marks by the non-owner parties from which they can determine compliance with these terms and conditions.
6. Use of the respective owner parties' Marks by the non-owner parties shall create no rights for the non-owner parties in or to such Marks or their use beyond the terms and conditions of this limited license. All rights of usage of the respective owner parties' Marks by the non-owner parties shall terminate immediately upon the termination or expiration of this Agreement. Upon termination or expiration of this Agreement, the respective non-owner parties shall: (a) immediately cease utilization of the owner parties' Marks for any purpose; (b) return forthwith all originals and copies of the owner parties' Marks to the respective owner parties (whether in printed, electronic, recorded, and/or other tangible form); and (c) discard or destroy all copies thereof. The respective non-owner parties' obligations to protect the owner parties' Marks shall survive the termination or expiration of this Agreement.

V. **General Provisions**

- A. **Entire Agreement.** This Agreement and the attachments related hereto constitute the entire Agreement between the parties with respect to the subject matter hereof represents one transaction and supersedes any and all other agreements and understandings with respect thereto, whether written or verbal, prior or contemporaneous. It is expressly understood and agreed that this agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and provisions hereof.
- B. **Mediation and Arbitrations.** Conflicts or disputes between the parties to this contract shall be resolved through mediation and binding arbitration. In the event of any dispute, conflict, or disagreement, the parties agree to discuss the matter and made a good faith effort to resolve the dispute. If such communication does not do so, an offended party shall give the other party notice, in writing, of intent to resolve issues of dispute through arbitration. Arbitration shall be scheduled within a reasonable period of time after the dispute has arisen and, unless otherwise agreed by the parties, shall be held in Jefferson County, Wisconsin. *Any arbitration shall be conducted in accordance with the Mandatory Arbitration Rules of the American Arbitration Association.* The parties shall equally bear the cost of the arbitrator. Any award rendered by the arbitrator shall be final, with no right of *de novo* review or appeal, and a judgment may be entered upon it in accordance with the applicable laws *of the State of Wisconsin.* The prevailing party shall be entitled to recover from the other party its

reasonable attorneys' fees and costs, as determined by the Arbitrator, as part of the judgment entered therein.

C. **Miscellaneous.** The following provisions shall apply to this agreement:

1. This agreement shall be binding upon and for the benefit of the Parties and their respective successors, devisee, executors, affiliates, representatives, assigns, partners, agents and employees, wherever the context requires or permits.
2. Notwithstanding the foregoing, neither party shall have the right to assign this Agreement nor any right under this agreement, nor any expressed interest herein, without the express written consent of other party, whose consent may be withheld at their sole discretion.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and venue of any action arising there under shall lie in the County of Jefferson, State of Wisconsin.
4. No presumption shall arise as a result of one party or the other or any party's agent having drafted all or any portion of this Agreement. Each party prior to signing this Agreement has obtained independent legal advice to the extent so desired with regard to their legal rights and obligations set forth in this Agreement.
5. Title to paragraphs in this Agreement are for information purposes only and are not intended to limit or amplify the content of any paragraph.
6. If at anytime during this agreement Jefferson County does not execute the delivery of the marketing amenities outlined in "Exhibit B" of this agreement, MP may give a 30 day notice of cancellation to be effective December 31 of that year. Jefferson County will be afforded a 30 day right to cure any deficiency noticed by MP to prevent any cancelation."
7. Agreement is subject to final approval of the Jefferson County Fair Park Committee and Jefferson County Board for Supervisors.

We agree to and accept the above:

DAN BRAUN
Ott Schweitzer Dist., Inc.

Title

Date

PAUL NOVITZKE
JEFFERSON COUNTY
d.b.a. JEFFERSON COUNTY FAIR PARK

Title

Date

**Corporate Partner Program for
Ott Schweitzer Dist., Inc.
THE JEFFERSON COUNTY FAIR PARK
Major Partner
EXHIBIT A**

PARTNERSHIP / ADVERTISING SUMMARY OF OBLIGATIONS

Date: **November 7, 2012**

Partner: **Ott Schweitzer Dist., Inc.**
Address: **616 Gateway Drive**
City/State/Zip: **Milton, WI 53563**
Contact Name: **Dan Braun**
Phone: **(608)868-9700**

Partnership / Advertising Scope and Obligations:

THE JEFFERSON COUNTY FAIR PARK will carry out the scope of tasks set forth in attached in Exhibit B

Terms of this Agreement: 3 years (2012, 2013, 2014) with right of first refusal for subsequent terms to be determined.

Cost of this Agreement: \$75,000

Terms of Payment:

Year 1, 2 & 3: \$25,000/year

All payments are due and payable on January 31st of each year.

**Corporate Partner Program for
Ott Schweitzer Dist., Inc.
THE JEFFERSON COUNTY FAIR PARK
Major Partner
EXHIBIT B**

Tasks / Obligations of THE JEFFERSON COUNTY FAIR PARK

- Business Category Signage Exclusivity (Fermented Malt Beverages).
- One day use of the Activity Center or other facility space, once yearly, for; employee party, customer appreciation, employee recruiting, or by a designated MP non-profit partner. (Includes basic facility rent only, date to be booked “space available”).
- Lobby Entrance Signage Space. One MP logo will be featured in the Activity Center Lobby as a “Major Sponsor”. (24”x18” sign)
- Activity Center Signage. One 3’x 5’ sign featuring one (1) MP brand logo.
- MP will be featured as co-sponsor of the Jefferson County Fair Grandstand. All signage to be approved by JCFP and produced by MP.
- MP will receive prime beverage area signage. MP will be featured as “title” sponsor of one and secondary sponsor of another entertainment/beverage garden area at the Jefferson County Fair (Locations of beverage areas TBD).
- MP logo will be featured as Major Sponsor in Fair Park and County Fair paid advertisements. Including; print ads (95%), brochures (100%), radio ads (50%) and television spots.
- A 1/2 page advertisement in the County Fair circular inserted in area newspapers 30 days before the fair.
- Display opportunity for 12 banners and or permanent signage in prominent areas as assigned at the fair park during fair week, in fair park buildings and at fair park events where appropriate.
- MP will be allowed to offer a retail promotion featuring a complimentary adult gate County Fair admission pass marketed on MP products for the fair during a 2 week timeframe at least 2 weeks prior to the Fair. (Wednesday and Thursday admission only, all details to be approved by Jefferson County Fair Park)
- MP will receive a total of 8 VIP passes to the Grandstand Entertainment, for both Friday or Saturday, including; gate admission, VIP dinner backstage, drinks, reserved seat and entertainer meet and greet (subject to entertainer approval).
- MP will receive 40 reserved seat passes for both Friday and Saturday Grandstand Entertainment (80 tickets, includes gate admission)
- MP will receive 250 complimentary adult fair admission passes.

**Corporate Partner Program for
Ott Schweitzer Dist., Inc.
THE JEFFERSON COUNTY FAIR PARK
Major Partner
EXHIBIT B
(Continued)**

- Logo and live link on the new Jefferson County Fair Park website.
- MP will receive commercial advertizing on the Jumbo Screen at the Jefferson County Fair in rotation with other sponsor ads. (Wen-Sat of the Fair, MP to supply video ad)
- County Fair PA announcements identifying MP Brands as “Official Major Sponsors of the Jefferson County Fair Park”. (Twice daily during the fair)

END...

RESOLUTION NO. 2011-_____

**Resolution authorizing sale of future tax foreclosure property
to the Village of Johnson Creek**

WHEREAS, Jefferson County annually settles with local taxing jurisdictions such as villages, school districts and cities by paying those jurisdictions their share of unpaid real estate taxes, for which Jefferson County gets a tax certificate that is a lien on the property for which the taxes are due, and

WHEREAS, a tax certificate can be foreclosed after the County holds it for two years, such that certificates for unpaid 2008 taxes due in 2009 can be foreclosed after September 1, 2011, and

WHEREAS, Jefferson County's policy is to not settle in full for special assessments, such that local taxing jurisdictions remain owed any unpaid balances for project costs that the local municipality has financed, and

WHEREAS, the Village of Johnson Creek has an unpaid special assessment lien of approximately \$3.3M affecting two parcels in the Village, on which is located the Johnson Creek Plaza Hotel and Conference Center, and

WHEREAS, the County has a foreclosable delinquent tax lien of approximately \$115,000 on the same properties, and

WHEREAS, the Village has proposed that the County commence foreclosure upon completion of which the Village will pay the County all delinquent taxes due (total approximately \$350,000 now) in return for conveyance of the property to the Village, and

WHEREAS, §75.69, Wisconsin Statutes, allows the County to transfer tax foreclosed property to another unit of government, which the Finance Committee recommends doing upon full payment of all funds due the County by the Village, and

WHEREAS, the Village and the Finance Committee believe that foreclosure and this sale will reduce the outstanding debt against the property in a way that will allow for more profitable future operation of the Johnson Creek Plaza Hotel and Conference Center, preserving jobs and the availability of this resource to the community,

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to enter into a contract to convey Parcels 141-0714-1214-004 and 141-0714-1214-008 to the Village of Johnson Creek upon foreclosure of tax liens against said property, in return for payment of all outstanding funds due the County related to said properties, including the cost of foreclosure.

Fiscal Note: 2010 taxes due in 2011 will add another approximately \$125,000 to the amounts currently owed the County, at which point the County would receive about \$475,000 to \$500,000 from the Village to purchase the properties. No other significant fiscal impacts result from any of the other changes set forth in the proposed contract.

AYES _____
 NOES _____
 ABSTAIN _____
 ABSENT _____
 VACANT _____

Requested by
 Finance Committee

12-13-11

Philip C. Ristow: 12-08-11

RESOLUTION NO. 2011-_____

Reauthorize self-insuring worker's compensation liability

WHEREAS, Jefferson County is a qualified political subdivision of the State of Wisconsin,
and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that an employer covered by the Act either insure its liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or be exempted from insuring liabilities with a carrier by assuming the responsibility for its own worker's compensation risk and payment, and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department, and

WHEREAS, a resolution to self-insure must be filed with the Department every three years,

NOW, THEREFORE, BE IT RESOLVED that Jefferson County shall continue its self-insured worker's compensation program, in compliance with Wisconsin Administrative Code DWD 80.60(3), and

BE IT FURTHER RESOLVED that:

- (1) The County Board shall provide for the continuation of the self-insured worker's compensation program that is currently in effect.
- (2) Barbara A. Frank, County Clerk, is authorized to forward a certified copy of this resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development.
- (3) The County Administrator is directed to sign a certified copy hereof in accordance with Wisconsin Administrative Code DWD 80.60 (3)(b).

Fiscal Note: The County has self-insured worker's compensation liability since 1981. The average annual cost of this program has declined over the past three years from \$393,000 to \$316,000, which should continue to decline as Countryside claims diminish over time. The County's cost was about 40% of conventional insurance when last priced by our insurance consultant in 2009.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Requested by
Finance Committee

12-13-11

Philip C. Ristow: 11-29-11

**Jefferson County Highway Department
Truck Purchases – December 2011**

November 18, 2011

Haul/Plow Truck Purchases

- Six (6) new International tri-axle trucks with winter maintenance equipment
- Bid Totals: Six International Trucks after Trade = \$680,231 Capital City International
 Six Dump Boxes and all Winter Equipment = \$505,880 Monroe Truck Equipment
 Total six trucks and all equipment = \$1,186,111

Trucks to Replace

<u>Truck #</u>	<u>Age</u>	<u>Type</u>
197	16 yrs.	Ford L8000
109	12 yrs.	Sterling L9513
110	12 yrs.	Sterling L9513
111	11 yrs.	Sterling L9513
112	11 yrs.	Sterling L9513
113	8 yrs.	Sterling L9513

Average Age = 11.6 yrs.

Bid Information - New Trucks: The bid includes six tri-axle haul trucks, the bid combined three trucks scheduled for replacement in 2011 and three trucks scheduled for replacement in 2012. All six trucks will be used year-round for hauling during the construction season, and winter maintenance plowing during the winter. If conditions warrant, the winter box inserts and plow wings will be used over two truck cycles. Because of the time it takes for truck orders, equipment orders, and truck set-up time, the trucks will go into service between late 2012 and early 2013.

The trucks will be designated for providing winter maintenance plowing and salting on four-lane highways in the county (Interstate 94, STH 26). The larger boxes with larger brine tanks, winter box inserts, and dual plow wings will allow for more efficient snow removal work on the four lane highways. This should lead to fewer plow sections needed on the four lane highways.

The six trade units include five Sterling trucks and one Ford Truck. After the new bid, all 31 primary plow trucks will be International Trucks. Standardization of our fleet and plow equipment helps reduce parts inventory costs and operations costs, and makes equipment interchangeable between trucks.

Item 13b

RESOLUTION NO. 2011-_____

Authorize Highway Department truck and equipment purchases

WHEREAS, the Jefferson County Highway Department is updating winter maintenance and summer maintenance trucks and equipment, and

WHEREAS, bids were solicited for six (6) 2012 Model tri-axle trucks, dump boxes, and winter maintenance equipment, and such bids were received and opened on November 14, 2011, with the following results:

Truck Vendors

Company: Capital City International
Make & Model: 2012 International 7600 SBA
Net Bid (6 Trucks): **\$680,231.00**

Company: Madison Volvo/Mack
Make & Model: 2012 Mack GU 813
Net Bid (6 Trucks): \$811,721.00

Company: Wisconsin Kenworth
Make & Model: 2012 Kenworth T800
Net Bid (6 Trucks): \$795,200.00

Company: Truck Country Freightliner
Make & Model: 2012 Freightliner 114SD
Net Bid (6 Trucks): \$684,306.00

Company: Badger Truck Center
Make & Model: 2012 Western Star 4700SF
Net Bid (6 Trucks): \$744,030.00

Truck Equipment Vendors

Truck Box, Plow, Wing, Spreader/Spinner, Hydraulic Control, V-Box Insert, Pre-wet Tank (6 trucks)

Equipment Company: Monroe Truck Equipment
Make & Model: All equipment bid
Net Bid (6): **\$505,880.00**

Equipment Company: Casper Truck Equipment
Make & Model: All equipment bid
Net Bid (6): \$540,990.00

Equipment Company:	Madison Truck Equipment
Make & Model:	No plows or wings bid
Net Bid (6):	\$Incomplete Bid
Equipment Company:	Burke Truck Equipment
Make & Model:	Plow and wing only bid
Net Bid (6):	\$Incomplete Bid
Equipment Company:	Badger Truck Equipment
Make & Model:	Dump box, spreader, and V-box only bid
Net Bid (6):	\$Incomplete Bid

WHEREAS, the Jefferson County Highway Committee has reviewed the bids and accepted the Highway Department staff recommendations based on the review of vehicle bids, specifications, vendor qualifications, serviceability, maintenance, and set-up costs, and

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Highway Department is authorized to purchase six (6) 2012 Model International 7600SBA tri-axle trucks from Capital City International from Madison, Wisconsin, for the net bid price of \$680,231.00. The Highway Department is also authorized to purchase the equipment for the six (6) trucks from Monroe Truck Equipment for the net bid price of \$505,880.

Fiscal Note: Money to come from the Highway Department Equipment Operations Cost Center 53241. The truck bid combined the annual truck bid from 2011 and 2012 into one bid. Funds will be utilized from both years for the purchase.

AYES _____
 NOES _____
 ABSTAIN _____
 ABSENT _____
 VACANT _____

Requested by Highway Committee

12-13-11

Bill Kern: 12-07-11

RESOLUTION NO. 2011-____

Ratify AFSCME collective bargaining contracts

WHEREAS, Jefferson County's collective bargaining agreements with AFSCME Locals 655 (Highway), 723 (Health Department), 723 (Human Services Department), and 3798 (Courthouse) bargaining units expired December 31, 2010, and

WHEREAS, the County and the bargaining units were in negotiation for successor contracts when various changes to state law were approved affecting and limiting the areas within which bargaining could occur, and

WHEREAS, as of December 2011, employees in the affected bargaining units receive on average approximately 7.6% less pay than they did in 2010 based on increases in employee contributions to retirement and health insurance, and

WHEREAS, the Law Enforcement bargaining unit was exempt from the retirement contribution as a matter of state law, creating a 5.8% pay differential between law enforcement personnel and all other county employees, and

WHEREAS, negotiations continued with the AFSCME bargaining units with recognition of the mandated contributions and other limits now on collective bargaining, and

WHEREAS, a tentative agreement has been reached with the AFSCME units for calendar year 2011 which would delete all terms of the collective bargaining agreements between the parties except:

- (1) The existing recognition clause.
- (2) The clause setting forth the term of the contract as expiring December 31, 2011.
- (3) The existing 2010 base pay charts without change.
- (4) A one time non-cumulative wage adjustment to be made as soon as possible after ratification to each current employee (as of November 30, 2011) covered by an AFSCME contract in the amount of 0.96% of the employees' regular hourly earnings exclusive of shift differential, overtime or other premium pay during the period of the past twelve months prior to the payment, and

WHEREAS, the AFSCME bargaining units have ratified this tentative agreement which the Human Resources Committee now recommends to the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board ratifies all four AFSCME contracts for 2011 on the terms set forth above.

Fiscal Note: The one time payment above does not increase base pay rates for 2011 or 2012. The total county cost for pay, social security and retirement for all four units is about \$100,000. The retirement contributions and health insurance contributions on an annualized basis for these bargaining units will be about \$725,000, which is the estimated annual reduction in county expense for wages and fringe benefits in these bargaining units for 2012. Adequate funds are present in the 2011 budget to fund this adjustment.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Human Resources Committee

12-13-11

Philip C. Ristow: 11-30-11; 12-08-11

Item 14b

RESOLUTION NO. 2011-____

One time wage adjustment for non-represented employees

WHEREAS, it has been customary to review and adjust wages for non-represented employees in a manner recommended by the Human Resources Committee in consideration of settlements with the various bargaining units, and

WHEREAS, settlements with all four AFSCME units and the LAW Local have been reached for 2011, and

WHEREAS, all non-represented employees (except elected officials and Sheriff's Department sworn staff) make the same Wisconsin Retirement and health insurance contributions as the County's AFSCME employees, and

WHEREAS, the Human Resources Committee recommends a one time non-cumulative wage adjustment for non-represented employees (as of November 30, 2011) at the rate of 0.96% based on the employees' regular base hourly earnings in 2011 exclusive of shift differential, overtime or other premiums.

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the recommendation of the Human Resources Committee to make a one time payment to non-represented employees of 0.96% as calculated above (excluding Sheriff's Department sworn staff and elected officials).

Fiscal Note: The estimated cost of this proposal is \$77,400. The estimated employee contributions to retirement and health in 2012 on an annualized basis for non-represented employees are approximately \$558,000. Adequate funds are available in the 2011 budget to make this payment.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Human Resources Committee

12-13-11

Philip C. Ristow: 11-30-11; 12-08-11

Item 14c

**REPORT TO THE JEFFERSON COUNTY BOARD OF SUPERVISORS REGARDING CHANGES TO
THE COUNTY'S PERSONNEL ORDINANCE
DECEMBER, 2011**

Since June, 2011, the Human Resources Committee has met monthly to discuss the County's current Personnel Ordinance, possible changes needed following the passage of Acts 10 and 32, and the impact changes would have on both the County and the employees. Although the Committee is in the process of reviewing ALL of the sections of the Personnel Ordinance, the changes before you tonight are areas that Administration and the Human Resources Committee felt necessary to enact prior to January 1, 2012.

On June 29, 2011, the attached memorandum was sent to all employees, ensuring them that changes were not going to be made hastily. And, although certain contract provisions, such as the grievance process and union deductions, became prohibited per the new State law, most other provisions set forth in expired union contracts would temporarily continue. During the last six months, the Human Resources Committee discussed at length potential changes to the Personnel Ordinance, recognizing that at least one of two things occur with each of these changes: allow flexibility for the County (and many times the employee) to improve efficiency in operations and/or recognize a fiscal savings, especially needed during the current strained and uncertain economic times. Therefore, the following sections are before you for consideration:

Section 1. Of all of the changes proposed, the topic of Hours of Work, Overtime, and Compensatory Time was the area of most discussion, debate and area of compromise. Language from most expired union contracts promises the employee 8 hours/day, or 40 hours/week; provides overtime that was much more generous than is required by law, and does not necessarily provide management the ability to schedule employees when they are actually needed in order to best provide services to the public. With the changes recommended, most employees will now have work hours, including overtime calculation, which is aligned with federal and state law, under the Fair Labor Standards Act and Wisconsin Fair Employment Act. Essentially, this means employees will work the hours assigned, which may be more or less than 8 hours/day and receive overtime only when they physically work 40 hours in the work week, BUT employees would also now have the flexibility to work extra one day and leave a little early another, or not have to use accrued time to make sure they have 8 hours paid time in one day. The County's time-keeping and payroll systems do not distinguish between overtime required by federal/state law and overtime paid per union contract language; therefore, it is difficult to determine how much of the \$508,684 overtime and compensatory time spent annually (an average over the most recent four years, NOT including law enforcement) is due to constraints of the union contracts. A quick audit of timesheets, as well as feedback from department heads, infers that it is a significant portion. With managers keeping a closer watch on employees' time to ensure they don't work over 40 hours/week, and scheduling staff accordingly, the County should realize a sizeable savings, as well as flexibility in scheduling, from making this change. It is worth noting that currently all non-represented employees already follow these same rules being proposed.

Hours of debate occurred regarding certain departments or positions that work unique hours or duties, specifically highway workers (also parks and maintenance workers), communication operators, and fair workers during the week of fair. After three meetings of public comment from staff, meeting with managers and/or staff of these departments, and much consideration, the HR Committee is recommending to carve out an exception for these groups. These areas will continue to be monitored with an expectation that a reduction of overtime and/or increase in flexibility will be recognized, and will be reviewed at least annually by the HR Committee.

Additionally, the current ordinance did not address current practice in areas of on-call, call-in and shift differentials, which are included in this recommendation.

Section 2. The change in Terminal pay is related to a recommended change in Section 10, vacation pay. This amendment provides a procedure for repayment to the County from terminated employees who used vacation or holiday pay before hours were actually eligible for use or accrued.

Section 3. The entire section describing Benefit Waiting Period is being deleted, as each separate benefit contains a description of what the waiting period is.

Section 4. Contingency. Currently, employees receive a \$.12/hour benefit after 10 years of full-time service and \$.24/hour after 15 years of full-time service. In 2010, this cost the County approximately \$85,000. The HR Committee is recommending that new employees hired after December 31, 2011, in a position currently covered under an AFSCME contract, would not be eligible for this benefit. Employees hired prior to December 31, 2011, will be grandfathered and the benefit will continue. The HR Committee felt that current employees have already had their take home pay reduced by nearly 8% and is not recommending further reduction on average of \$250 - \$500 annually for current employees. Please note that this provision has already been implemented for non-represented employees hired after December 31, 2004.

Section 5. A recommendation is being made to reduce the waiting period for dental coverage to be effective for new employees. Current employees have to wait to the first of the month, following six months of employment. The recommendation before you is to reduce this to the first of the month following 30 days of employment. On average, the County hires 25 employees annually who are eligible for dental benefits. The approximate fiscal impact of this change is \$11,250, but the benefit is the ability to recruit more applicants for positions, and therefore a larger pool to select from to hire the person better suited for a particular position.

Section 6. There are two primary changes being recommended to Health Insurance. The first is due to changes being required under 2011 Acts 10 and 32. Under the Wisconsin Public Employers' Group Health Insurance Plan (The "State" plan), a requirement of eligibility for health insurance is that the employee must be covered under the Wisconsin Retirement System. Previously, an employee had to be expected to work at least one year and work at least 600 hours. Now, the employee must be expected to work at least one year and work at least **1200** hours. The second change mirrors the change recommended in the Dental Insurance, and that is to reduce the waiting period for coverage to the first of the month following 30 days of employment. Again, this has been an issue in recruiting qualified candidates, does have an approximate fiscal impact in 2012 of \$147,625, but is included in the 2012 budget.

Section 7. The Holiday section is being recommended to conform to current practice, particularly for positions that are required to have staffing 24/7. These positions are allotted 10 floating holidays to use at any time; however, if an employee separates employment and had used all or some of the 10 days before the designated holidays occurred, the employee is responsible for paying back the time paid.

Section 8. Longevity. Currently, employees receive a \$1.25/month of service, after the employee has been with the County at least 5 consecutive years, with no break in service. In 2011, this cost the County approximately \$67,331, excluding law enforcement. The HR Committee is recommending that new employees hired after December 31, 2011, in a position currently covered under an AFSCME contract, would not be eligible for this benefit. Employees hired prior to December 31, 2011, will be grandfathered and the benefit will continue. The HR Committee felt that current employees have already had their take home pay reduced by nearly 8% and is not recommending further reduction on average of \$75 - \$350 annually for current employees. Please note that this provision has already been implemented for non-represented employees hired after December 31, 2004.

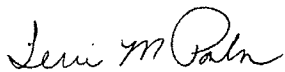
Section 9. The Sick Leave with Pay is being amended to provide consistency throughout the County in regards to when an employee can use the sick leave accrued. Some positions are allowed to use it after the 15th of the

month it is accruing, while others must wait until the 1st of the following month. The recommendation is to have all employees accrue the sick time one month, with it available to use the first of the following month.

Section 10. The final section, Vacation with Pay, is conforming to practice...allowing employees to use the vacation once it is in their bank in January. Also, it allows, under catastrophic circumstances, an employee to borrow against future vacation hours. There is no fiscal impact to the County, as this time has already accrued (just isn't available for use) and would be paid out if the employee terminated employment. It does again, however, offer flexibility to the employee during difficult periods in a person's life.

As was originally mentioned, the Human Resources Committee will continue to review the entire Personnel Ordinance and bring changes before the Board. In the meantime, if you have any questions regarding the amendments proposed above, please do not hesitate to contact me at 920-674-7103, via email at terrip@jeffersoncountywi.gov, or stop by my office in Room 111.

Respectfully submitted,

A handwritten signature in cursive script, reading "Terri M Palm".

Terri M Palm-Kostroski
Human Resources Director



JEFFERSON COUNTY
OFFICE OF THE COUNTY
ADMINISTRATOR

GARY R. PETRE
County Administrator

TAMMIE J. JAEGER
Administrative Assistant
Confidential

320 S. Main Street Room 111
Jefferson, WI 53549
Telephone (920) 674-7101

"Jefferson County: Responsible government advancing quality of life."

TO: All Jefferson County Employees

FROM: Gary R. Petre, County Administrator *Gary R. Petre*
Terri M. Palm, Human Resources Director *Terri M. Palm*

RE: Implementation of the 2011 Budget Repair Bill

DATE: June 29, 2011

As everyone is probably aware, Act 10 (the 2011 Budget Repair Bill) was published yesterday, June 28, 2011, and is effective today, June 29. This law requires that all county employees (with certain exceptions for current law enforcement personnel) to pay 50% of the total required WRS contribution, which is currently 5.8% of gross wages. This deduction will be on a pre-tax basis, and it is anticipated that it will begin in the pay period commencing July 3, 2011 for the paycheck due July 28. As well, employees must pay a health insurance contribution of at least 12% of the monthly cost of coverage for 2012 health insurance.

Part of the new law defines all of the provisions of the 2008-2010 AFSCME contracts, other than base wages, as prohibited subjects of bargaining, and therefore, the current County Personnel Ordinance technically applies immediately to all of the nonwage items referred to in the contracts. **However**, the County recognizes that it may not be prudent or beneficial to have all of these changes become effective immediately, and to that end, the Board adopted Ordinance 2011-04 allowing the County Administrator to temporarily follow those practices from the collective bargaining agreements deemed necessary for the orderly provision of county services.

Taking into consideration feedback received from employees and managers alike, unless otherwise modified in the future by the Board, the following provisions of the contracts are expected to continue through 2011:

- Current pay structure. This includes the pay grades, steps, contingency, shift-differentials and on-call pay
- Accrued benefits. Sick, holiday and vacation accruals in 2011 will be calculated as presently done. Requested vacation that has already been approved will be honored, unless unforeseen circumstances arise.

- Benefits. Other than the contribution that the law requires for both Wisconsin Retirement and health insurance, other benefits will remain unchanged.
- Uniforms and Safety shoes/glasses. Uniform allowances and reimbursement for safety equipment will continue on the same terms.

In addition, the County will temporarily continue to follow the provisions set forth in applicable contract language regarding the work day and work week. Therefore, the way your overtime/comp time is calculated, your normal scheduled hours, your lunch and break times, will not change until further notice. All other provisions of the expired contracts are void, and other than the exceptions noted above, the applicable sections of the Personnel Ordinance will apply effective June 29, 2011. The voided contract terms include any provision relating to seniority (except for vacation preferences already approved for 2011) and the grievance procedures. The new law requires the County to have a somewhat different formal grievance procedure in place in the next few months which will be a top priority of the Human Resources Committee. All employees are strongly encouraged to read and become familiar with the County's Personnel Ordinance. The Ordinance can be found on the County's main website as well as the County's employee website.

As prohibited by the new state law, effective immediately, the County will no longer deduct union dues from AFSCME bargaining unit employees' paychecks. In accordance with the new law, an employee's decision on whether or how to pay union dues is between the employee and the union.

The estimated financial effects of the new state budget have been in flux for some time, changing right up until the final vetoes and signing were completed on June 25. The County now has a significantly improved idea of which services will be impacted and the financial impact of the major budget initiatives. Some of the expected revenue cuts have been restored. We expect to get a summary soon from the Wisconsin Counties Association covering some of the fine points in the detail that have received less attention along the way in relation to the larger items discussed above. With this additional information, more informed choices will be able to be made for the future.

Rest assured that the County will continue its commitment to treat all employees fairly. This includes giving promotional consideration to current County employees when filling vacant positions. Our goal is to update the personnel policies and ordinance over the next few months as they affect both represented and nonrepresented employees. We expect the meetings about these issues to be open to the employees and the public.

It's likely there will be questions that employees will have, whether it's a provision that wasn't mentioned above, or the impact a change may mean to someone individually. Please email your questions to Terri Palm, Human Resources Director, at terrip@jeffersoncountywi.gov, or call her at X7103. Questions will be compiled with responses posted beginning next week. Other updates will be provided as information becomes available.

ORDINANCE NO. 2011-_____

Amend the County Personnel Ordinance to conform to current practices, provide consistency where practicable among County employees and provide written policies for employees following publication of Acts 10 and 32

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Section HR0360, Hours of Work, Overtime, and Compensatory Time, of the Personnel Ordinance shall be amended as follows to address overtime/compensatory time required by law, on-call and call-in policy and shift differential policy:

HR0360 HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME.

A. Exempt Employees

1. State and federal law do not require an employer to make overtime or compensatory time available to exempt employees, as defined by law. Compensatory time for exempt employees is not intended to provide any compensation in addition to established salaries. Rather, it is a means of providing greater flexibility in scheduling work hours for exempt, salaried employees.
2. In lieu of other compensation for work in excess of 40 hours per week, Emergency Management Director, Family Court Commissioners, Assistant Corporation Counsels, Chief Deputy, ~~County Accounting Manager~~ and department heads shall be entitled to 40 random hours off per year. Random hours not used by the end of a calendar year shall be forfeited. Random hours shall be prorated in the first and last year of employment based on actual time worked. Random hours for part time employees for a full year shall also be prorated based on the budgeted annual salary for the full year, converted to an equivalent number of hours. (Am. Ord. 2008-24, 11-10-2008) (Am. Ord 2008-35, 02/10/09) (Am. Ord 2009-17, 10-27-2009)
 - a. Exempt employees are expected to work whatever hours are necessary beyond the regular workweek to assure that a complete and adequate job is done.
 - b. Full-time persons receiving random days shall work eight (8) hours a day, Monday through Friday, primarily during regular business hours. (Am. Ord. 2007-31, 01-11-08)
 - c. Full-time employees working less than four hours a day, Monday through Friday, shall supplement worked time with paid-leave time such as sick, vacation, random, personal holiday, bringing total hours up to eight per day. Full-time employees working less than eight hours a day, but more than four hours a day, Monday through Friday, may supplement time worked with paid-leave time, or may opt to flex the necessary time during the same Monday through Friday work week at their discretion. (Am. Ord. 2007-31, 01-11-08) (Am. Ord 2009-17, 10-27-2009)
 - d. Any altered daily work schedule for department heads will be at the discretion of the County Administrator, and may be granted if the needs of the county allow for such alteration.
 - e. All time worked shall be recorded and reported to the Human Resources Department with each payroll. This includes any use of paid-time off to fulfill the County's need to be accountable to the public, using 'exception notices' provided by the County.
3. Other classified exempt employees are eligible to use and accumulate compensatory time in accordance with the provisions of this policy.
 - a. Exempt employees are expected to work whatever hours are necessary beyond the regular workweek to assure that a complete and adequate job is done.

- b. Exempt compensatory time is accrued on an hour-for-hour basis for time worked in excess of 40 hours in a workweek.
- c. Any altered daily work schedule from the assigned regular 40 hours per week will be at the discretion of the employee's department head, and may be granted if the needs of the department allow for such alteration.
- d. There shall be no cash compensation for accrued exempt compensatory time at the time of termination. Exempt compensatory time may not be used to extend an employee's termination date.
- e. Non-represented, exempt employees may accrue up to 120 hours of compensatory time on an hour-for-hour basis for actual hours worked over 40 hours per week. This bank may be replenished, but must be used by November 30 of each year, or is forfeited. An extension may be requested by November 15 of each year, subject to approval of the County Administrator. A request to carry over any compensatory time earned between November 15 and November 30 must be made to the Human Resources Department by December 10 subject to the County Administrator's approval. Compensatory time approved for carryover must be used by March 1 of the succeeding year. The County Administrator shall report compensatory time carryover approvals to the Human Resources Committee. (Am. Ord. 2006-35, 2/14/06; Ord. 2006-30, 3/13/06)
- f. Notwithstanding the foregoing or the amount of hour for hour compensatory time accumulated, a department head may limit use of compensatory time to a specified number of hours annually based on the needs of the department, or deny its use altogether when deemed necessary. (Am.Ord 2008-24, 11-10-2008)
- g. All time worked shall be recorded and reported to the Human Resources Department with each payroll. This includes any use of paid-time off, as well to fulfill the County's need to be accountable to the public, using 'exception notices' provided by the County.

B. Non-exempt Employees

1. Hours of Work.

- a. Employees' work hours are typically based on a 40-hour work week, with hours to be established by the department head to ensure that staff is available during business hours to assist the general public and clients the County serves. The core business hours at the Courthouse shall be 8:00 a.m. – 4:30 p.m., Monday through Friday, excluding holidays. No employee shall be guaranteed a minimum of 8 hours per day or 40 hours per week, depending on the operational or business needs of the department or County. Regular hours shall be 8:00 a.m. – 4:30 p.m., Monday through Friday, with a one-half hour unpaid lunch break if scheduled to work 6 hours or more.
- b. Except for Communication Operators and full-time Cooks, employees scheduled to work 6 hours or more are allowed a one-half hour to an hour, unpaid lunch break, whenever feasible.
- c. Employees scheduled to work eight (8) or more hours in a day may be allowed two 15-minute paid rest breaks, one per each half of the shift. Employees scheduled to work less than eight (8) hours in a day may be allowed one 15-minute paid rest break.
- d. Rest breaks and lunch breaks shall not be used for late arrival or early departure purposes, nor shall they be combined in order to take longer break periods.
- e. If circumstances require, a department head may modify the regular hours of work for an employee. If a modification greater than one hour before and/or one hour after the core hours is needed in excess of a week, it shall be approved by the County Administrator, not less than on an annual basis.
- f. Highway Employees: The core hours for the Highway department will be as follows: 7:00am – 3:30pm, Monday through Friday, with summer hours from 6:00am to 4:30pm, Monday through Thursday, beginning the week after Memorial Day through the week prior to Labor Day. The department head or designee may flex work hours up to one hour before and/or one hour after the

- core hours of work. In addition, the department head may adjust the core hours of work based on operational needs by posting the changes for employees, no less than 72 hours in advance.
- g. Communication Operators. In lieu of the typical 40-hour work week, Communication Operators shall work a schedule consisting of five (5) days on followed by two (2) days off, followed by five (5) days on followed by three (3) days off. This rotation shall then repeat.
2. Classified employees who are subject to the provisions of the Fair Labor Standards Act shall receive overtime compensation at the rate of one and one-half times the employee's regular hourly rate or accrue compensatory time at the rate of one and one-half hours for all hours actually worked over forty (40) hours in a workweek in accordance with the provisions of this policy. Except as follows, no employee may receive overtime compensation or accrue compensatory time during a work week in which compensatory time off, vacation, holiday or sick leave was used, unless actual work time is greater than 40 hours in a workweek.
- a. Maintenance Workers, including Courthouse, Human Services, Parks and Fair. Maintenance staff required to respond to a public service emergency call-in shall be paid at one and one-half (1 ½) times the hourly rate, unless the call in is immediately preceding or following the employee's scheduled shift. All other hours shall be paid at the regular rate of pay unless required otherwise under provisions of the Fair Labor Standards Act.
- b. Highway Employees. Any time worked outside of the employee's scheduled 8 hours of work (10-hours during the summer schedule), shall be paid at one and one-half (1 ½) times the hourly rate.
- c. Fair Week. Section 13(a)(3) of the Fair Labor Standards Act provides an exemption from FLSA overtime provisions for certain situations for an establishment which is an amusement or recreational establishment. During the week prior to, the week of, and the week following, any employee devoting 100% of work time to the operation of the County Fair is exempt from overtime, and all hours worked are paid at the regular rate of pay.
- d. Communication Operators. Any time worked outside of the employee's scheduled hours of work shall be paid at one and one-half (1 ½) time the hourly rate of pay. In addition, Communication Operators may substitute, or trade shifts, with co-workers. Section 7(p)(3) of the FLSA provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.
3. It is the policy of the County to avoid overtime work. Daily work schedules may be modified within the forty (40)-hour work week to accommodate workload fluctuations without accrual of compensatory time or payment of overtime. No department head shall knowingly permit an employee to work overtime without the express permission of the County Administrator unless such department head has been delegated the authority to approve overtime work by the Human Resources Committee. An employee shall work the hours prescribed by the employee's department head and shall work additional hours or overtime when directed to do so by the department head, manager or supervisor. Overtime shall be assigned within departments reasonably equally among the employees who normally do the work during their regular work day, whenever feasible.
4. Employees must receive permission from the employee's immediate supervisor to work unscheduled additional hours, overtime or accrue compensatory time. Advance written approval may be required by the department head or authorized supervisor to use accumulated compensatory time. If compensatory time will be accrued for overtime

hours worked in lieu of payment at the overtime rate, an understanding to that effect must be reached between the employee and the supervisor prior to the authorization to work overtime hours.

5. When accrual of compensatory time is authorized, the following provisions shall apply:
 - a. Department heads shall have full responsibility and discretion for limiting the amount of compensatory time earned, providing it is equal to or less than the maximum established below.
 - b. An employee must have the appropriate department head's prior approval to use accumulated compensatory time. The dates when compensatory time off shall be granted shall be determined by agreement between the employee and the employee's department head.
 - c. Whenever possible, compensatory time is to be taken within thirty (30) days of the date it is earned, and taken with the prior approval of the department head. The use of compensatory time must not conflict with the needs of the department. Under normal circumstances, it is expected that compensatory time be used on an on-going basis as the workload permits, and not as a vacation supplement or addition.
 - d. The maximum amount of compensatory time which may be accumulated is ~~80~~ 160 hours of overtime worked or ~~420~~ 240 hours of compensatory time. Any compensatory time not used by November 30 shall be paid on the next regular pay check in December. An employee who has accrued the maximum number of hours of compensatory time may reduce the hours below the maximum by the use of time off and resume accrual of compensatory time. (Am. Ord. 2006-30, 3/13/06).
 - e. If employment is terminated, any unused compensatory time will be paid to the employee at the regular rate of pay at the time of termination, or the average of the rate of pay over the last three years, whichever is greater.
 - f. The department head or designee is responsible for completing permanent time records for all non-exempt staff and ensuring that appropriate records for paid time off are provided to Human Resources for both non-exempt and exempt staff.
- ~~6. Overtime and Compensatory time for represented positions will continue in accordance with current practice, unless changed through bargaining.~~
6. On-Call Duty: An employee shall be on-call when given a cell phone or pager and being told they are on-call. An employee who is on-call will receive an additional one hundred twenty five dollars (\$125.00) for a week (7 consecutive days) or fifteen dollars (\$15.00) for after hours Monday – Friday and twenty-five dollars (\$25.00) for Saturday or Sunday. As an alternative, if mutually agreeable, an employee who is on-call may elect 5 hours of compensatory time for a week (7 consecutive days), or .6 hours Monday – Friday and one (1) hour for Saturday or Sunday.
7. Call-out: Any employee called into work at a time other than his/her regular schedule of hours, except where such hours are consecutively prior to or subsequent to the employee's regular schedule of hours, shall receive a minimum of two (2) hours pay at the regular rate of pay, unless otherwise required by law or ordinance.
8. Shift Differentials and Premium Pay:
 - a. Communications Operators working the second shift shall receive ten cents (\$.10) per hour in addition to their regular rate of pay; employees working the third shift shall receive twenty (\$.20) cents per hour in addition to their regular rate of pay; employees working a swing shift shall receive twenty-five (\$.25) cents per hour in addition to their regular rate of pay. Dispatchers working in a Field Training Officer (FTO) capacity for four (4) hours or more will receive a thirty-five (\$.35) cents per hour shift differential for those hours.
 - b. Full-time Public Health Technicians working in the jail receive seventy-five cents (\$.75) per hour in addition to their regular rate of pay.
 - c. Highway Workers working in any one shift in a higher paid position for four hours or more shall receive the higher rate of pay while working in such position.

Whenever employees are assigned to work as 'temporary lead', such employees shall, for the duration of the assignment, receive an additional five percent (5%) of the employee's regular rate, with the final rate not to exceed the rate in step H24D. All work assignments will be approved by a department supervisor prior to receiving the additional compensation.

- d. Highway workers assigned to work on roads where the speed limit is 65MPH shall receive hazardous duty pay equal to five percent (5%) of their regular rate of pay for actual hours worked.

Section 2. Section HR0390A, Terminal Pay, of the Personnel Ordinance shall be amended as follows to provide a method of repayment of accrued time:

HR0390 TERMINAL PAY.

- A. Employees not terminated for just cause shall receive all accrued vacation, holidays and longevity pay, on a pro-rated basis from January 1st up to and including the last day of employment. Any vacation and holidays used in excess of the ratio shall be paid back by the employee by reducing the payout of other accrued time accordingly. Any and all amounts payable to the employee shall be paid on the regular payday covering the last day of employment. ~~payable on the next succeeding payday.~~ Employees may not use any accrued time or compensatory time to extend a termination date. Unless otherwise specified in a negotiated agreement or prohibited by law, the termination date shall be the employee's last date physically worked. (Am. Ord. 2005-30, 11/8/05)

Section 3. Section HR0605, Benefit Waiting Period, shall be deleted.

Section 4. Section HR0620, Contingency, shall be amended as follows to cease the practice of contingency for employees hired after December 31, 2011.

HR0620 CONTINGENCY. Employees not in AFSCME Locals-2418, 655 or LAW Local 102 bargaining units shall be eligible for contingent rates, as set by the Jefferson County Board, upon completion of 10 and 15 years of continuous service. For purposes of this section, continuous service means there have been no intervening terminations. Part-time employees meeting the minimum requirement of at least 20 hours/week and 10,400 life-to-date hours are eligible for 50 percent of the contingent rate. Contingent rates are dependent upon continued satisfactory performance and may be withheld at any time for unsatisfactory performance, as recommended by the department head or supervisor. Any non-represented employee hired after December 31, 2004, will not be eligible for the contingency rate program. Any employee in a position covered under an AFSCME contract as of December 31, 2011, and hired after December 31, 2011, will not be eligible for the contingency rate program.

Section 5. Section HR0628, Dental Insurance, shall be amended as follows to reduce the waiting period for eligibility from the first of the month following 6 months of employment to the first of the month following 30 days of employment, effective January 1, 2012.

HR0628 DENTAL INSURANCE (Created Ord. 2008-30, 12-09-2008)

- A. Employees working half time (20 hours per week) or more may elect to purchase dental insurance under the County's group policies effective the first of the month following date of hire. Failure to so elect shall preclude coverage under the County's group policies at the employee's expense. Effective the first of the month following completion of a six-month waiting period, the County will begin making contributions to family and single health and dental insurance. Any amount not covered by the County will be the responsibility of

- the employee, the amount to be determined annually by County Board Supervisors. (Am. Ord. 85-7, 6-11-85; Am. Ord. 2007-15, 7-10-07)
- B. Current employees who make a change of hours to a status eligible for dental insurance (half time or more) may elect to purchase dental insurance under the County's group policies the first of the month following date of status change. Failure to so elect shall preclude coverage under the County's group policies at the employee's expense. Effective the first of the month following completion of a six-month waiting period, the County will begin making contributions to family and single health and dental insurance. However, for each month of the preceding six months that the employee worked half-time or more, the employee will receive "credit" towards the 6-month waiting period. Any amount not covered by the County will be the responsibility of the employee, the amount to be determined annually by County Board Supervisors. (Am. Ord. 2005-09, 6/21/05)
- C. If an employee is hired or makes a status change on the first working day of the month, said month shall be considered the first month of the six-month waiting period. (Am. Ord. 2007-15, 07-10-07; Am. Ord 2008-30, 12-09-2008)
- D. Effective January 1, 2012, for eligible employees, the County will begin making contributions for family and single dental insurance for coverage effective the first of the month following completion of a 30-day waiting period. For employees who are hired or have a status change prior to January 1, 2012, are currently in the existing six-month waiting period, and have completed at least 30 days of that waiting period, the County will begin making contributions for coverage effective January 1, 2012 and the remaining waiting period will be waived. No other "credit" will be given towards the 30-day waiting period. Employee contributions will be deducted from paychecks in the month prior to the month of coverage.
- E. If an employee elects to cancel coverage or makes a change in family/single coverage in the middle of the month, employee contributions will be required as follows:
1. If cancellation occurs on day 1 – 15 of the month, 50% of the employee contribution will be charged.
 2. If cancellation occurs on day 16 or later in the month, 100% of the employee contribution will be charged.
 3. If a change in family/single coverage occurs on day 1 – 15 of the month, employee contribution for the month will be charged at 100% according to the applicable change.
 4. If a change in family/single coverage occurs on day 16 or later in the month, no change in employee contribution will be charged until the following month. (Am. Ord. 2007-15, 07-10-07)
- E. Elected officials shall be provided the option of taking dental and life insurance effective at the beginning of the term on the same terms as available to non-represented employees, as such terms and required co-pays may change from time to time.
- F. County Board members may elect coverage for dental insurance under the County's group policies effective on the first day of the calendar month following application, provided: (1) the employee applies with ~~60~~30 days after the April organizational meeting or within ~~60~~30 days of appointment; and (2) pays 100% of the required contribution to the Employer. Thereafter, such member may not enroll in either the health or dental program.
- G. In order to maintain active dental coverage, an employee on a non-FMLA related leave of absence shall use accrued time according to current employment status. If the employee is receiving workers' compensation payments, the employee will only be required to substitute 20 hours of accrued time per week to maintain ~~health and~~ dental coverage as an active participant. (Am. Ord. 2007-15, 07-10-07)

Section 6. Section HR0640, Health Insurance, shall be amended as follows to comply with post Act 10 and Act 32 regulation changes and reduce the waiting period for eligibility from the first of the month following 6 months of employment, to the first of the month following 30 days of employment, effective January 1, 2012.

HR0640

HEALTH INSURANCE.

- A. Effective January 1, 2009, the County switched carriers to the Wisconsin Public Employers' Group Health Insurance Plan. For employees with half-time or more status, the County agrees to pay up to one-hundred-five percent (105%) of the premium rate of the lowest cost qualified plan in Jefferson County for either single or family coverage through December 31, 2011. For Health coverage effective January 1, 2012, for employees with half-time or more status (1200 hours or more for employees hired after July 1, 2011), the employer share (non-sworn personnel) shall be \$468.51 and \$1180.95 for monthly single and family plans, respectively and the employee shall pay the difference for the plan the employee selects. Thereafter, the County Board will annually establish the employer and employee-share of the health insurance premiums, within the parameters established by law. For employees with a less-than-half-time status and eligible for Wisconsin Retirement, the County agrees to pay twenty-five percent (25%) of the lowest cost qualified plan in Jefferson County for either single or family coverage. If a regular part-time employee refuses when called to work, except for a valid reason, and has not worked 1040 hours per year (1200 hours for employees hired after July 1, 2011), the Employer will pay only 25% of the lowest cost qualified plan for a period of time not to exceed three (3) months. Employee contributions will be deducted from paychecks in the month prior to the month of coverage. ~~Effective May 13, 2008, unless a qualifying event occurs, late enrollees into the County self-funded health insurance program will pay an assessment equal to 6 months premiums of the 2008 Wisconsin Public Employers' Group Health Insurance Standard Plan for Jefferson County, less 105% of the lowest qualified State plan in Jefferson County, or \$2416.17 for single plans and \$6042.42 for family plans. This is in addition to any required premium contribution established above. (Am. Ord. 2008-09, 5/13/08; Am. Ord 2008-30, 12-09-2008)~~
- B. Employees eligible for Wisconsin Retirement and not receiving WRS annuity payments may elect to purchase health insurance under the State Health Plan effective the first day of the month which occurs on or after the date the application is received by the employer, as long as the application is received within 30 days of hire or status change. Failure to so elect shall preclude coverage under the County's group policies at the employee's expense. Effective the first of the month following completion of a six-month waiting period, the County will begin making contributions to family and single health insurance, providing the application is received by the County prior to the date the employee is eligible for the employer contribution toward the premium. Any amount not paid by the County will be the responsibility of the employee, as determined annually by County Board Supervisors or in accordance with the applicable labor contract. (Am. Ord. 85-7, 6-11-85; Am. Ord. 2007-15, 7-10-07; Am. Ord 2008-30, 12-09-2008)
- C. Current employees who make a change of hours to either a status eligible for health insurance (become eligible for Wisconsin Retirement or are already WRS eligible but increase their hours to half time or more, or to 1200 hours or more annually if hired after July 1, 2011) may elect to purchase health insurance under the State Health Plan effective the first day of the month which occurs on or after the date the application is received by the County, as long as the application is received within 30 days of the status change. Failure to so elect

shall preclude coverage under the County's group policies at the employee's expense. Effective the first of the month following completion of a six-month waiting period, the County will begin making contributions for family and single health insurance provided the application is received by the County prior to the date the employee is eligible for the employer contribution toward the premium. However, for each month of the preceding six months that the employee worked half-time or more, the employee will receive "credit" towards the 6-month waiting period. Any amount not paid by the County will be the responsibility of the employee, as determined annually by County Board Supervisors or in accordance with the applicable labor contract. (Am. Ord. 2005-09, 6/21/05; Am. Ord 2008-30, 12-09-2008)

D. If an employee is hired or makes a status change on the first working day of the month, said month shall be considered the first month of the six-month waiting period. (Am. Ord. 2007-15, 07-10-07; Am. Ord 2008-30, 12-09-2008)

E. Effective January 1, 2012, for eligible employees, the County will begin making contributions for family and single health insurance for coverage effective the first of the month following completion of a 30-day waiting period. For employees who are hired or have a status change prior to January 1, 2012, are currently in the existing six-month waiting period, and have completed at least 30 days of that waiting period, the County will begin making contributions for coverage effective January 1, 2012 and the remaining waiting period will be waived. No other "credit" will be given towards the 30-day waiting period.

FE. Employees who decline coverage may elect coverage during the open-enrollment period, with coverage effective January 1 of the succeeding year, ~~at a later date and will be limited to the Standard Plan with a 180-day waiting period for ALL pre-existing conditions.~~ The only exception is the occurrence of qualifying events creating special enrollment opportunities.

GE. When both spouses are employed by the County and both are eligible for coverage, both employees may either elect single coverage OR one employee may elect family coverage.

H. Effective January 1, 2012, when an employee terminates employment, health insurance coverage will be cancelled effective the last day of the month in which the employee terminates.

IG. If an employee elects to make a change in family/single coverage in the middle of the month, employee contributions will be required as follows:

1. If a change in family/single coverage occurs on day 1 – 15 of the month due to marriage or birth/adoption of a child, employee contribution for the month will be charged at 100% according to the applicable change. (Am. Ord 2008-30, 12-09-2008)
2. If change in family/single coverage occurs on day 16 or later in the month due to marriage or birth/adoption of a child, no change in employee contribution will be charged until the following month. (Am. Ord. 2007-15, 07-10-07; Am. Ord 2008-30, 12-09-2008)
3. If a change is due to divorce and the divorced spouse was the sole dependent, the employee's single coverage is effective on the first of the month following divorce decree or notification. (Am. Ord 2008-30, 12-09-2008)

JH. An employee can voluntarily cancel coverage at any time by submitting an application to the County. The cancellation will be effective the last day of the month in which the employer receives the application or a later date as specified on the cancellation notice. Voluntary cancellation of coverage does not provide the employee and dependents an opportunity for continuation or conversion of the group coverage, and under no circumstances is a partial month's premium refunded. (Am. Ord 2008-30, 12-09-2008)

- K.I. Elected officials shall be provided the option of taking health insurance effective at the beginning of the term on the same terms as available to non-represented employees, as such terms and required co-pays may change from time to time.
- L.J. In order to maintain active health coverage, an employee on a non-FMLA related leave of absence shall use accrued time according to current employment status. If the employee is receiving workers' compensation payments, the employee will only be required to substitute 20 hours of accrued time per week to maintain health and dental coverage as an active participant. (Am. Ord. 2007-15, 07-10-07)

Section 7. Section HR0645, Holidays, shall be amended as follows to conform to current practice.

HR0645

HOLIDAYS.

- A. All ~~regular eligible~~ employees shall be allowed the following days with pay, pro-rated for eligible part-time employees, working at least half-time:
- | | |
|--|----------------------------|
| New Year's Day | Floating Holiday |
| Spring Holiday, as determined annually | Thanksgiving Day |
| By the Human Resources Committee | The day after Thanksgiving |
| Memorial Day | December 24 |
| Independence Day | Christmas Day |
| Labor Day | |
- B. Nonrepresented ~~Highway and Sheriff's~~ Department staff shall follow their respective union contract schedule.
- C. In lieu of the paid holidays above, Communications Operators and Cooks in the Sheriff's Department, and Intake/On-call Workers, Group Home Workers and the Lueder Haus Supervisor at Human Services, shall receive ten (10) floating holidays each year. Such days are to be taken at the discretion of the employee subject to the approval of the supervisor. Such employees shall work if scheduled on any day otherwise observed as a holiday by other County employees without additional compensation. Employees who have not used all of their holidays shall have them automatically paid out, on the first pay period in January at the previous year's rate in effect on December 31st. Holidays may be carried over into the new year upon approval of the County Administrator, used by March 1 or be forfeited.
- D. When a paid holiday falls on Saturday, the next preceding Friday shall become the paid holiday. When a paid holiday falls on Sunday, the next following Monday shall become the paid holiday. When December 24 is on Friday, the December 25 holiday shall be December 27. When December 24 is on Sunday, the holiday shall be December 26.
- E. When an employee is required to work on a designated holiday or works extra hours during the week of a designated holiday, holiday hours which would be compensated in accordance with policy so as to exceed a total of 40 hours for the week may be banked for the employee's use at a mutually agreeable time. This section does not apply to exempt employees receiving random hours. (Am. Ord. 85-10, 7-9-85.; Ord. 2002-33, 3-11-03; Ord. 2010-29, 3/14/11)
- F. Except as provided in HR0645(C), unused holidays cannot be carried over from one year to the next. Unused holidays shall be deemed waived. In exceptional circumstances, such as when December 24 or December 25 are the holidays affected by the emergency, the County Administrator may allow an employee to carry the unused holiday time into the next ensuing year. Such holiday time shall be used by March 1 of the succeeding year. A report summarizing approved requests shall be made to the Human Resources Committee (Am Ord. 2002-33, 3/11/2003; Ord. 2003-27, 12/9/03; Ord. 2006-35, 2/14/06).

Section 8. Section HR0655, Longevity, shall be amended as follows to cease the practice of longevity for employees hired after December 31, 2011.

HR0655 LONGEVITY PAY.

- A. Full-time employees who have completed more than 5 years of continuous full-time service immediately preceding November 1 of any year shall be paid longevity pay at the rate of \$1.25 per month for each month of service up to a maximum of 300 months of service. Longevity pay will be paid in December.
- B. ~~Full-time employment means a minimum of 1900 hours per year.~~ Continuous service means employment which has not been interrupted by termination.
- C. "Month of service" shall be defined as 173.33 hours of County Service. Active military service shall be included in the computation of longevity pay only if the employee receives a leave of absence for such military service.
- D. Part-time employees shall be eligible for longevity pay upon completion of 10,400 hours in County service. Employees part-time as of December 31, 2011, and receiving longevity payments based on calendar months shall be grandfathered by continuing to use the calendar-month procedure.
- E. Any non-represented employee hired after December 31, 2004, will not be eligible for Longevity Pay. Any employee in a position covered under an AFSCME contract as of December 31, 2011, and hired after December 31, 2011, will not be eligible for the longevity rate program.

Section 9. Section HR0680, Sick Leave with Pay, shall be amended as follows to provide one consistent practice of defining when an employee can use sick time.

HR0680 SICK LEAVE WITH PAY.

- A. Eligible employees shall ~~be entitled to accrue one~~ (1) working day of sick leave with pay for each month ~~or major fraction~~ thereof of actual service, eligible to use the first of the succeeding month, up to an accumulated total of 108 working days. When an employee has one hundred eight (108) working days of sick leave credit, such employee shall continue to earn sick leave at the rate of one-half (1/2) working day of sick leave with pay for each month or major fraction thereof of actual service up to an accumulated total of one hundred twenty (120) working days. The sick leave time earned during the first 6 calendar months of employment shall not be available to an employee until the first of the month following the completion of the 6-month ~~the employee has successfully completed the probationary qualifying period.~~ (Am. Ord. 2008-09, 5/13/08).

Section 10. Section HR0690, Vacation with Pay, shall be amended as follows to 1) conform to practice and 2) allow employees to utilize vacation accruing, but would not typically be available for use until the following year, and 3) renumber remaining sections accordingly.

HR0690 VACATION WITH PAY.

- D. ~~No employee shall be entitled to take vacation during the employee's probationary period. Upon completion of an employee's probationary period, the employee shall be eligible to receive vacation for those months of service prior to January 1 of the year in which the probationary period was completed.~~
- E. ~~Exempt employees who have completed their probationary period may borrow against next year's vacation with approval or direction of the supervisor and Human Resources Director for partial day absences. Full day absences shall be without pay if the employee has no accrued time to use.~~
- D. Under rare and/or catastrophic circumstances, employees who have completed their qualifying period may borrow against next year's vacation already accrued with approval of the department head, Human Resources Director and County Administrator.

Section 11. This ordinance shall be effective after passage and publication as provided by law.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Human Resources Committee

12-13-11

Terri Palm-Kostroski, 11-29-11; 12-6-11; Philip Ristow, 11-30-11

RESOLUTION NO. 2011-_____

Resolution authorizing execution of state human services contracts

WHEREAS, the Jefferson County Human Services Department contracts with several different state agencies in fulfillment of its statutory duties, and

WHEREAS, the Social Services & Community Programs contracts with the Department of Health Services and the Department of Children and Families, and the Youth Aids Program contract with the Department of Corrections must be authorized by the County Board, and

WHEREAS, the Human Services Board recommends approval of the Social Services & Community Programs contracts with the Department of Health Services in the anticipated amount of \$3,363,600, the Department of Children and Families in the anticipated amount of \$1,033,428, the AAA Older American Programs in the anticipated amount of \$332,364, the Department of Transportation in the anticipated amount of \$177,281, the Department of Health Services Division of Long Term Care in the anticipated amount of \$499,756 with anticipated federal funds of \$194,349 for the Aging and Disability Resource Center Grant, Wisconsin Home Energy Assistance Program in the anticipated amount \$160,974, and the Youth Aids contract with the Department of Corrections in the anticipated amount of \$635,195.

NOW, THEREFORE, BE IT RESOLVED that the Human Services Director or the Administrative Services Division Manager is authorized to execute the three contracts set forth above.

BE IT FURTHER RESOLVED that the Human Services Director or the Administrative Services Manager is authorized to sign addendums or revisions to said contracts during the course of the year as necessary.

BE IT FURTHER RESOLVED that the Director or Administrative Services Manager are authorized to sign all other contracts with state agencies as approved by the Human Services Board.

Fiscal Note: The various contracts are in the amounts as set forth in the material provided with the agenda. State law requires County Board approval of the three set forth above. The contracts have not been reproduced because they total in excess of 100 pages. The contracts are standard state forms which are not subject to negotiation.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Human Services Board

12-13-11

Philip C. Ristow: 10-29-11

Item 16a

RESOLUTION NO. 2011-_____

Resolution authorizing acceptance of bid on Dorothy Carnes Park (Kemmeter acreage) agricultural three-year lease

WHEREAS, the Dorothy Carnes Park (Kemmeter acreage) agricultural lease expired upon removal of the tenant's crops, and

WHEREAS, the Parks Committee has solicited bids for a three-year lease commencing March 1, 2012, running through February 28, 2015, with the following results expressed on a per acre basis:

<u>Bidder</u>	<u>3 Year Bid</u>	<u>Annual</u>	<u>Per Acre</u>
W.D. Hoard and Sons Co.	\$69,768.00	\$23,256.00	\$308.03
S.D. Farms	\$63,156.00	\$21,052.00	\$278.83
Kutz Farms LLC	\$59,006.40	\$19,668.80	\$260.51
Bill Rohloff	\$57,288.00	\$19,096.00	\$252.93
David Habeck	\$52,465.00	\$17,488.33	\$231.63
C-Ton Hill LLC	\$50,388.00	\$16,796.00	\$222.46
Jeff & Monica Gerner	\$49,830.00	\$16,610.00	\$220.00
Roger Anderson	\$45,828.00	\$15,276.00	\$202.33
G.C.W. Schultz Farm Inc.	\$31,920.00	\$10,640.00	\$140.93

AND WHEREAS, it is recommended by the Parks Committee that the 75.5 acres be leased to W.D. Hoard and Sons Company.

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to enter into a three-year lease with W.D. Hoard and Sons Company for the 75.5 acres for the price bid.

Fiscal Note: Total rent for the three-year term is \$69,768.00, which will be used for habitat restoration or future park development.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Parks Committee

12-13-11

Philip C. Ristow: 12-06-11; 12-07-11

**TO THE JEFFERSON COUNTY BOARD OF SUPERVISORS:
MEMBERS OF THE BOARD:**

By virtue of the authority vested in me under Section 59.18 of the Wisconsin Statutes, I do hereby appoint and request the County Board's confirmation of the following individuals as members of the designated Board:

Mid Wisconsin Federated Library Systems Board

- a. J.Loren Gray, Fort Atkinson, WI for a three year term ending January 1, 2015.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

- b. Janet Negus, Jefferson, WI for a three-year term ending January 1, 2015.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____



JEFFERSON COUNTY BOARD

Jefferson County Courthouse
320 S. Main Street Room 204 A
Jefferson, WI 53549
Telephone (920) 674-8607


JOHN M. MOLINARO
County Board
Chairman

Board Rule 3.05(1)* Appointment to Standing Committee

I, John Molinaro, chairman of the County Board of Supervisors, Jefferson County,
Wisconsin, as the appointing authority for standing committees, hereby appoint
JENNIFER HAWNEMAN to UW-Jefferson Committee,

Effective 12/1, 2011.

Dated this 28 day of Nov., 2011.


John Molinaro



JEFFERSON COUNTY BOARD

Jefferson County Courthouse
320 S. Main Street Room 204 A
Jefferson, WI 53549
Telephone (920) 674-8607


JOHN M. MOLINARO
County Board
Chairman

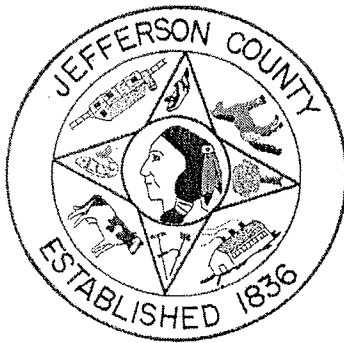
Board Rule 3.05(1)* Appointment to Standing Committee

I, John Molinaro, chairman of the County Board of Supervisors, Jefferson County,
Wisconsin, as the appointing authority for standing committees, hereby appoint
ED MORSE to LAND + WATER CONSERVATION committee,

Effective 12/1, 2011.

Dated this 28 day of NOV, 2011.


John Molinaro



JEFFERSON COUNTY BOARD

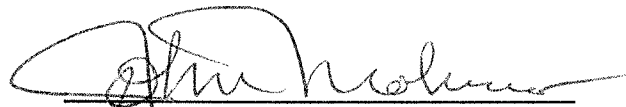
Jefferson County Courthouse
320 S. Main Street Room 204 A
Jefferson, WI 53549
Telephone (920) 674-8607

JOHN M. MOLINARO
County Board
Chairman

Board Rule 3.05(1)* Appointment to Standing Committee

I, John Molinaro, chairman of the County Board of Supervisors, Jefferson County,
Wisconsin, as the appointing authority for standing committees, hereby appoint
Lloyd Zastrow to FAIR PARK Committee,
Effective 12/7, 2011.

Dated this 7 day of December, 2011.


John Molinaro

RECEIVED

DEC 07 2011

JEFFERSON CO. CLERK, WI
JEFFERSON COUNTY FINANCE