

AGENDA

JEFFERSON COUNTY BOARD MEETING

Tuesday, June 11, 2013 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 MAY 14, 2013 COUNTY BOARD MINUTES**
7. **SPECIAL ORDER OF BUSINESS**
 - a. Presentation on electronic review of meeting agendas, minutes and information for County Board members – Roland Welsch, MIS
8. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum to Agenda)
 - b. Zoning Committee Notice of Public Hearing, June 20, 2013, 7:00 p.m. Rm 205 (Page1-2)
9. **PUBLIC COMMENT**
10. **ANNUAL REPORTS**
 - a. Health Department – Gail Scott
 - b. Human Services – Kathi Cauley
 - c. PADA – Amy Venables O'Neil
 - d. Veteran's Service – Yvonne Duesterhoeft

- COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
11. **PLANNING & ZONING COMMITTEE**
 - a. Report – Approval of Petitions (Page 3)
 - b. Ordinance – Amend Zoning Ordinance (Page 4-5)
12. **ADMINISTRATION AND RULES COMMITTEE**
 - a. Resolution – Opposition to legislation repealing current limit on foreign ownership of land in Wisconsin (Page 6-7)
 - b. Resolution – Oppose eliminating local control of 911 systems (Page 8)
 - c. Resolution – Support legislation permitting off-duty law enforcement officers to carry a weapon on school grounds and certain posted private property (Page 9)
 - d. Resolution – Support legislation extending the time to recover reimbursement from prisoners for jail expenses (Page 10)
 - e. Resolution – Support legislation clarifying state law regarding inmate strip searches (Page 11)

13. FAIR PARK COMMITTEE
 - a. Ordinance - Amend Prohibited Conduct Ordinance 9.105 – Alcohol Beverage – Fairgrounds Regulation (Page 12-13)
 - b. Resolution – Authorize contract for blacktop at Fair Park (Page 14)
14. HUMAN RESOURCES COMMITTEE
 - a. Ordinance – Amend Personnel Ordinance to rescind winter maintenance premium pay at the Highway Department (Page 15)
 - b. Resolution – Creating four full-time, non-exempt Economic Support Specialist I/II positions and one full-time, non-exempt, Administrative Assistant I position in the Economic Support Division at Human Services (Page 16-17)
 - c. Resolution – For inclusion under the State of Wisconsin Deferred Compensation Program (Page 18-20)
15. LAW ENFORCEMENT AND EMERGENCY MANAGEMENT COMMITTEE
 - a. Resolution – Authorize contract with the Town of Koshkonong for additional police services (Page 21-26)
16. PARKS COMMITTEE
 - a. Resolution – Accept donation to fund Glacial River Trail statue marker (Page 27-28)
17. UNIVERSITY EXTENSION EDUCATION COMMITTEE
 - a. Resolution – Allow Dog Claim (Page 29)
18. Supervisor Jim Schroeder
 - a. Resolution – Urging Wisconsin to use Federal Medicaid Funding to improve Badgercare (Page 30-31)
19. Supervisors Jim Schroeder, Steve Nass, Greg David, Carlton Zentner & Dick Schultz
 - a. Resolution – To support an amendment to the U.S. Constitution affirming that only human beings are endowed with Constitutional Rights, and money is not speech (Page 32-33)
20. APPOINTMENTS BY COUNTY ADMINISTRATOR
 - a. Don Carroll, Fort Atkinson, WI to the Zoning Board of Adjustment for a three year term ending July 1, 2016 (Page 34)
 - b. Lloyd Zastrow, Oconomowoc, WI to the Zoning Board of Adjustment as an alternate for a three year term ending July 1, 2016 (Page 34)
 - c. Todd Lindert, Whitewater, WI to the Land Information Council for a three year term ending June 30, 2016 (Page 34)
 - d. Joann Larsen, Fort Atkinson, WI to the Land Information Council for a three year term ending June 30, 2016 (Page 34)
21. ANNOUNCEMENTS
22. ADJOURN

**NEXT COUNTY BOARD MEETING
JULY 9, 2013 7:00 P.M. ROOM 205**

**NOTICE OF PUBLIC HEARING
JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE**

Steve Nass, Chair; Greg David, Vice-Chair; Don Reese, Secretary; Amy Rinard; George Jaeckel

SUBJECT: Map Amendments to the Jefferson County Zoning Ordinance and Requests for Conditional Use Permits

DATE: June 20, 2013

TIME: 7:00 p.m.

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. **Explanation of Process by Committee Chair**
6. **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, June 20, 2013 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 are petitions to amend the zoning ordinance of Jefferson County and applications for conditional use permits. A map of the properties affected may be obtained from the Zoning Department. Individual files are available for viewing between the hours of 8 a.m. and 4:30 p.m., Monday through Friday, excepting holidays. If you have questions regarding these matters, please contact Zoning at 920-674-7131.

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

R3647A-13 – Kay Probst/John & Kay Probst Trust: Rezone to create a 2-acre lot with the home at **N5436 Switzke Road** in the Town of Farmington. The site is on PIN 008-0715-2832-000 (18 Acres) and 008-0715-2832-001 (2 Acres).

R3648A-13 – Melissa Hafenstein/Aleta Wilke Property: Create a 5-acre lot around the home at **N7239 Rock Lake Road** in the Town of Lake Mills from part of PIN 018-0713-0312-000 (56.62 Acres).

R3649A-13 – Timothy Dettmann: Create a 1.155-acre lot at **N7295 CTH N** from PIN 020-0714-0122-000 (32.5 Acres) in the Town of Milford.

R3650A-13 & CU1739-13 – Daniel Yaeger: Rezone 1.5 acres of PIN 022-0613-3042-000 (3.973 Acres) to incorporate it into an adjoining A-3-zoned lot. Grant a conditional use to allow a home occupation for firearm sales & gunsmithing on the property. The site is in the Town of Oakland, near **N3062 Asje Road**.

R3651A-13 – Judith Graff: Create two, 1-acre building sites on **Navan Road** from part of PIN 032-0814-1543-001 (36.739 Acres) in the Town of Watertown.

R3654A-13 – Dane & Tammy Hartwig: Create a 2-acre lot around the home and buildings at **N6008 Coffee Road** in the Town of Farmington, on PIN 008-0715-2222-000 (40 Acres).

FROM AGRICULTURAL A-1 TO A-2, AGRICULTURAL AND RURAL BUSINESS, FROM A-1 TO A-3, AGRICULTURAL/RURAL RESIDENTIAL, AND FROM A-3 TO A-2

R3655A-13, R3656A-13 R3657A-13 & CU1740-13 – Dane Hartwig: Rezone a part of PIN 008-0715-1622-000 (34.787 Acres), currently zoned A-1, to add to a proposed A-2 zone area, and to add to a proposed A-3 zone area. Rezone a part of PIN 008-0715-1622-002 (1.293 Acres) which is currently zoned A-3 to A-2. The property is around **N6468 Switzke Road** in the Town of Farmington. Conditional use requested for storage of contractor's equipment, including snow removal equipment, salt and sand.

FROM AGRICULTURAL A-1 TO A-3 AND NATURAL RESOURCE

R3652A-13 & R3653A-13 – Doug Erdman/Vern & Ruth Erdman Property: Rezone 2 acres around the home at **N3053 STH 89** for an A-3 zone, and 2.8 acres adjacent to it for a Natural Resource zone. The sites are in the Town of Jefferson, part of PIN 014-0614-2844-000 (35 Acres).

CONDITIONAL USE PERMIT APPLICATION

CU1741-13 – Neal Weihert: Conditional use for a home occupation/construction contractor business with workshop at **N4811 CTH Q** in the Town of Jefferson, on PIN 014-0614-0511-009 (1 Acre). The property is zoned A-3, Agricultural/Rural Residential.

7. 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 May 16, 2013, 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

**R3637A-13, R3638A-13, R3641A-13, R3642A-13, R3643A-13,
R3644A-13 and R3645A-13**

DATED THIS THIRD DAY OF JUNE 2013

Donald Reese, Secretary

**THE PRIOR MONTH'S AMENDMENTS R3631A-13, R3632A-13, R3633A-13,
R3634A-13, R3635A-13 AND R3636A-13 ARE EFFECTIVE UPON PASSAGE BY
COUNTY BOARD, SUBJECT TO WIS. STATS. 59.69(5).**

ORDINANCE NO. 2013-_____

Amend Zoning Ordinance

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

WHEREAS, Petitions R3637A-13, R3638A-13, R3641A-13, R3642A-13, R3643A-13, R3644A-13 and R3645A-13 were referred to the Jefferson County Planning and Zoning Committee for public hearing on May 16, 2013, 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 A-1, EXCLUSIVE AGRICULTURAL TO RESIDENTIAL R-2

Rezone all of PIN 026-0616-2544-001 (2 acres) at N2899 CTH Z in the Town of Sullivan. Although outside of the County Agricultural Preservation and Land Use Plan's 15-year growth area, the Committee found that its location adjacent to that area supported the zoning change. The Plan will be amended at a future date. See also Conditional Use CU1736-13 for proposed multi-family use which was granted with its own conditions of approval. (R3637A-13 – Nancy Reese)

**FROM A-1, EXCLUSIVE AGRICULTURAL
TO A-3, AGRICULTURAL/ RURAL RESIDENTIAL**

Rezone to create a 3-acre A-3 lot with the buildings at W8768 Hope Lake Road in the Town of Lake Mills. The site is part of PIN 018-0713-3334-000 (37 acres). Rezoning is conditioned upon the animal fencing being adjusted for its location on the A-1 zoned property, and upon receipt of 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. (R3638A-13 – John Sherman/Stilling Farms Inc. property)

**FROM A-1, EXCLUSIVE AGRICULTURAL TO A-3, AGRICULTURAL/RURAL
RESIDENTIAL; FROM A-1 TO N, NATURAL RESOURCE; FROM A-3 TO N; FROM
A-3 TO A-1**

Rezone 0.98 acre of PIN 024-0516-0521-002 (19.8 acres) owned by Steven and Sheila Carnes from A-1 to A-3 for its inclusion with adjoining property. Rezone 1.7 acres of that PIN from A-1 to Natural Resource. Rezone 0.2 acres of PIN 024-0516-0521-002 (6 acres) owned by Justin Sr. & Michelle Thomas from A-3 to A-1 for its inclusion with adjoining property. Rezone 2.2 acres of that PIN from A-3 to N. The properties are in the Town of Palmyra, along STH 106.

Rezoning shall be conditioned upon a revised final certified survey map, with DOT access approval as shown or as may be revised as long as it is on the lot's frontage. It is further conditioned upon receipt of a soil test showing sites for installation of both initial and replacement private sewage systems. 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. (R3641A-13, R3642A-13, R3643A-13 and R3644A-13 – Justin J. Thomas Sr. Property/Steven S. Carnes property)

FROM A-1, EXCLUSIVE AGRICULTURAL TO N, NATURAL RESOURCE

Rezone to create a 25.5-acre Natural Resource zone near **CTH G** in the Town of Waterloo. The site is part of PIN 030-0813-1343-000 (40 acres). Approval is conditioned upon recording of an easement approved by Board of Adjustment action on V1405-13 and by County Highway Department approval for access from CTH G, and upon receipt 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. Note: this lot is being created for hunting purposes and does not allow for a residential building site or residential accessory structures. (R3645A-13 – Ben Krueger c/o Chet Dolph; Benjamin Krueger II and Steven Rohrer property)

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Planning & Zoning Committee

06-11-13

Deb Magritz: 06-04-13

RESOLUTION NO. 2013-_____

Opposition to legislation repealing current limit on foreign ownership of land in Wisconsin

WHEREAS, Wisconsin law (Chapter 710) has regulated the amount of land that aliens can own for 126 years, and

WHEREAS, the 1887 law bars foreigners from owning more than 640 acres in the state, and

WHEREAS, Wisconsin Governor Scott Walker is being asked by special interest groups to let foreigners own large amounts of land for the first time in 126 years, and

WHEREAS, Walker spokesman Cullen Werwie said the change is intended solely to clarify language that was confusing to potential foreign investors, specifically that the state's 126-year-old law conflicts with the International treaty known as GATS, or the General Agreement on Trade in Services, and

WHEREAS, Governor Scott Walker's budget proposal would lift the longtime ban on foreign ownership of large tracts of land in Wisconsin, and

WHEREAS, no International treaty signed by the government of the United States, its agents, or representatives shall dissolve the rights delegated to the individual states under the 10th amendment of The Constitution of the United States, and

WHEREAS, the Wisconsin Farmers Union challenges the assertion that the change is needed to comply with International law. "Without more evidence of a credible legal challenge to Wisconsin's current statute, the state rationale of needing the law change in order to comply with federal treaty does not withstand scrutiny.", and

WHEREAS, John Peck, executive Director of Madison based Family Farm Defenders also states he does not believe that GATS applies and says Governor Walker and the Wisconsin lawmakers are poised to make the state part of a "global land-grabbing casino", and

WHEREAS, "The most valuable asset we have is our land, forests, and water," Peck says "It is shocking to me that we are willing to put everything on the auction block", and

WHEREAS, allowing unrestricted ownership of land, forest, and water by non-resident aliens and corporations would erode our independence and rights granted to us under the United States and Wisconsin Constitutions, and

WHEREAS, adding more foreign competition for land ownership in the state, and in particular, tax-preferred agricultural land-even if the land isn't used for farming would drive up land prices and edge some resident landowners out of the market, and

WHEREAS, if the limit were repealed, Wisconsin would be moving toward an investor-owned rather than a farmer owned land base, and

WHEREAS, the current law should be kept in place and the issue of foreign ownership of land should be debated on its own merits, rather than buried in the state budget,

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Board of Supervisors opposes the lifting of the state ban on foreign land ownership, and

BE IT FURTHER RESOLVED that such legislative action be taken on its own merits and not as part of the budget process.

BE IT FURTHER RESOLVED that the County Clerk shall forward a copy of this resolution to the Governor, Jefferson County legislative representatives and the Wisconsin Counties Association.

Fiscal Note: No direct impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Administration & Rules Committee

06-11-13

Philip Ristow: 06-03-13

RESOLUTION NO. 2013-_____

Oppose eliminating local control of 911 systems

WHEREAS, there are multiple bills currently circulating through the Legislature which remove local control of the 911 system and authorize the state to administer the system including funding sources, appointing positions at the state level and dictating to local officials how to operate the 911 system, and

WHEREAS, the 911 system is currently managed at the local level by the Sheriff's Department, and

WHEREAS, the Administration & Rules Committee and the Law Enforcement & Emergency Management Committee recommend opposing such legislation.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors does oppose all legislative efforts to remove local control of the 911 system.

BE IT FURTHER RESOLVED that the County Clerk shall forward a copy of this resolution to Jefferson County legislative representatives and the Wisconsin Counties Association.

Fiscal Note: No direct fiscal impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Administration & Rules Committee
and Law Enforcement & Emergency Management Committee

06-11-13

Philip Ristow: 06-03-13

RESOLUTION NO. 2013-_____

Support legislation permitting off-duty law enforcement officers to carry a weapon on school grounds and certain posted private property

WHEREAS, current state law prohibits a licensed law enforcement officer from carrying a firearm on school grounds and certain posted private properties, and

WHEREAS, a proposal has been drafted exempting law enforcement officers who are acting in their official capacity or qualified law enforcement officers, without regard to whether they are on duty, from these prohibitions, and

WHEREAS, the Administration & Rules Committee and the Law Enforcement & Emergency Management Committee support legislation exempting off-duty officers from these prohibitions,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors supports any legislative proposal exempting off-duty officers from current state law prohibiting them from carrying a firearm on school grounds and certain posted private properties.

BE IT FURTHER RESOLVED that the County Clerk shall forward a copy of this resolution to Jefferson County legislative representatives and the Wisconsin Counties Association.

Fiscal Note: No fiscal impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Administration & Rules Committee
and Law Enforcement & Emergency Management Committee

06-11-13

Philip Ristow: 06-03-13

RESOLUTION NO. 2013-_____

Support legislation extending the time to recover reimbursement from prisoners for jail expenses

WHEREAS, under current law a county may seek reimbursement for certain expenses it incurs from a person sentenced to a county jail or placed on probation and confined to jail in relation to the crime for which the person was sentenced or confined in jail, including the daily cost of maintaining the person in jail and the cost incurred to investigate the person's financial status, and

WHEREAS, current law allows the county 12 months after the person is released from jail to commence a civil action in circuit court for reimbursement of expenses, and

WHEREAS, a proposal has been drafted extending the time from 12 months to 24 months which allows for other collection methods like tax refund intercept, and

WHEREAS, the Administration & Rules Committee and the Law Enforcement & Emergency Management Committee recommend supporting this legislation,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors does support any proposal extending the time period from 12 months to 24 months for a county to seek reimbursement for certain expenses it incurs from a person sentenced to a county jail or placed on probation and confined to jail,

BE IT FURTHER RESOLVED that the County Clerk shall forward a copy of this resolution to Jefferson County legislative representatives and the Wisconsin Counties Association.

Fiscal Note: No fiscal impact. If adopted, such time extension should result in additional collection of such expenses.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Administration & Rules Committee
and Law Enforcement & Emergency Management Committee

06-11-13

Philip Ristow: 06-03-13

RESOLUTION NO. 2013-_____

Support legislation clarifying state law regarding inmate strip searches

WHEREAS, a recent U.S. Supreme Court decision has granted the authority to jails to strip search persons arrested who will be placed in the general jail population, and

WHEREAS, current Wisconsin State Law related to strip searches, § 968.255, is more stringent and puts difficult limitations on who may be strip searched and why, and

WHEREAS, the ability to search prisoners before placing them in the jail is important in maintaining security, and

WHEREAS, the Administration & Rules Committee and Law Enforcement & Emergency Management Committee support legislation described below,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors requests the state legislature re-examine Wisconsin State Statute § 968.255 regarding strip searches and clarify the language contained therein in light of the recent U.S. Supreme Court decision in *Florence v. Board of Chosen Freeholders of the County of Burlington*, April 2012, and further consider permitting strip searches of newly incarcerated inmates who have been taken into custody on existing warrants, probation holds or who are returning from work release following an arrest or conviction for any felony or a misdemeanor charged under Wisconsin Statutes §§ 167.30(1), 940.19, 941.20(1), 941.23, 941.237, 941.24 948.60 or 948.61 instead of currently restricting those searches to persons newly arrested for felonies or certain misdemeanors.

BE IT FURTHER RESOLVED that the County Clerk shall forward a copy of this resolution to Jefferson County legislative representatives and the Wisconsin Counties Association.

Fiscal Note: No direct fiscal impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Administration & Rules Committee
and Law Enforcement & Emergency Management Committee

06-11-13

Philip Ristow: 06-03-13

ORDINANCE NO. 2013-_____

Amend Prohibited Conduct Ordinance 9.105 – Alcohol Beverage – Fairgrounds Regulation

WHEREAS, the Fair Park Committee has considered the request of its customers and believes that additional designated areas for possession and consumption of beer will be appreciated by fairgoers, and

WHEREAS, the Committee, if the amendment below is adopted, would anticipate designating the seating areas along Food Row as areas where alcohol beverage possession and consumption would be permitted,

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

Section 1. Section 9.105(2) of Ordinance No. 97-08 shall be amended to read as follows:

(2) The purchase, possession or consumption of any alcoholic beverage is prohibited outside the beer stand area, the designated grandstand area, ~~and the designated entertainment tent area~~ or such other areas as designated by the Fair Park Committee. Adequate signs shall be present to notify the public of the permitted and prohibited areas for possession and consumption of alcohol beverages. All state, county or local restrictions consistent with this ordinance are also applicable on the Fairgrounds.

Section 2. This ordinance shall be effective after passage and publication as provided by law.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Fair Park Committee

06-11-13





Philip C. Ristow: 06-05-13

JEFFERSON COUNTY FAIR PARK Campsites








Main Key


- 1 Kids Stage
- 2 Dairy Barn/ Milking Parlor
- 3 Horse Barn
- 4 North Outdoor Area
- 5 Cleary/ Comment Building
- 6 Warm-up Arena
- 7 Indoor Horse Area
- 8 Draft Horse Barn
- 9 West Horse Area
- 10 Draft Horse Arena
- 11 Hog Barn
- 12 Activity Center
- 13 Office
- 14 West Exhibit Bldg
- 15 East Exhibit Bldg
- 16 Sale Arena
- 17 Beef Barn
- 18 Sheep Barn
- 19 Goat Barn
- 20 Flag Grouping
- 21-22 Food Buildings
- 23 Grandstand
- 24 Sheriff Building
- 25 Picnic Pavilion
- 26 Dump Station
- 27 Shop Buildings
- 28 Main Stage
- 29 Storage

Campsites


-  FOOD ROW CAMPSITES
-  NORTH CAMPSITES
-  SOUTH CAMPSITES
-  WEST CAMPSITES

Electrical Pedestals


-  20 AMP PEDS
-  4-50, 4-30, 12-20 AMP PEDS
-  50 AMP DOUBLE PEDS
-  50 AMP PEDS
-  50/20 AMP PEDS
-  50/30/20 AMP DOUBLE PEDS
-  DOUBLE 50 AMP PEDS


 Fair Park Entrances


 Restroom

 Showers

 Water Source

 Fire Hydrants

 Dump Station

 Fair Park Boundary



Beer allowed in section **A**

FAIR

JEFFERSON COUNTY

503 N. JACKSON AVE. 13
JEFFERSON, WI 53549
(920) 674-7148

www.jeffersoncountyfairpark.com

Item 13b

RESOLUTION NO. 2013-_____

Authorize contract for blacktop at Fair Park

WHEREAS, the Fair Park Committee has solicited bids for blacktopping the handicap parking area at the Fair Park, and

WHEREAS, the bids received are as follows:

<u>Name</u>	<u>City</u>	<u>Bid</u>
H & H Asphalt	Jefferson	\$37,500.00
Jefferson County Highway Dept.	Jefferson County	\$24,980.00*
PLM	Pewaukee	\$26,900.00
Rock Roads Co., Inc.	Janesville	\$34,803.16
Frank Brothers	Janesville	\$29,809.00
Grade Tech Pavers	Ixonia	\$23,980.32
Payne & Dolan	Fitchburg	\$35,288.00

AND WHEREAS, the Fair Park Committee recommends accepting the low bid of Grade Tech Pavers of Ixonia in the amount of \$23,980.32,

NOW, THEREFORE, BE IT RESOLVED that the Fair Park Director is authorized to contract for paving the handicap parking area with Grade Tech Pavers in the amount of \$23,980.32.

Fiscal Note: Funds for this project are contained in the Fair Park budget.

*Estimate

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

Requested by
Fair Park Committee

06-11-13

Philip Ristow: 06-05-13

Amend Personnel Ordinance to rescind winter maintenance premium pay at the Highway Department

WHEREAS, in December 2012, the County Board of supervisors approved a five percent increase to the Highway Worker’s regular of pay when performing winter maintenance duties, and

WHEREAS, this pay adjustment was to provide additional compensation to the Highway Worker class to be internally comparable to other workers when providing such service, and

WHEREAS, after the Compensation and Classification Study reviews, the Human Resources Committee approved a 13% higher pay grade for Highway Workers, who are now paid equally to Equipment Operators when doing winter maintenance, thereby eliminating the need for the temporary pay adjustment, and

WHEREAS, the Human Resources Committee recommends that Section HR0360(B)(8)(e) of the Personnel Ordinance be rescinded.

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

SECTION 1. HR0360 HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME, (B)(8)(e) of the Personnel Ordinance is amended to eliminate the special rate of pay for performing winter maintenance duties and renumber the remaining sections accordingly:

- HR0360 HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME. [am. 12/13/11, ord. 2011-21]
- B. Non-Exempt Employees
 - 8. Shift Differentials and Premium Pay: [cr. 12/13/11, ord. 2011-21]
 - ~~e. Employees designated in the Highway Worker classification shall receive an additional five percent (5%) of the employee’s regular rate when performing winter maintenance duties. [am. 12/11/12, ord. 2012-20]~~

SECTION 2. This ordinance shall be effective upon passage and publication as provided by law.

Fiscal Note: The County paid \$3,038.42 in 2013 for this winter maintenance premium. It was expected to cost an additional \$5,185.75 for the months of October – December 2013. This cost is now part of the regular rate of pay resulting from the higher grade reassignment during the review process.

AYES _____
 NOES _____
 ABSTAIN _____
 ABSENT _____

Requested by
Human Resources Committee

06-11-13

RESOLUTION NO. 2013-_____

Resolution creating four full-time, non-exempt Economic Support Specialist I/II positions and one full-time, non-exempt, Administrative Assistant I position in the Economic Support Division at Human Services

WHEREAS, The Affordable Care Act will expand health insurance coverage by establishing a Health Insurance Marketplace, or Exchange, in every state and increasing access to the Medicaid program. Ten percent (10%), or 497,388 of Wisconsin's non-elderly residents are uninsured, of whom 92% (456,780) may qualify for either tax credits to purchase coverage in the Exchange or for Medicaid if Wisconsin participates in the Medicaid expansion, and

WHEREAS, Beginning Oct. 1, 2013, individuals in every state will be able to shop for health insurance and compare plans through the Exchange, and

WHEREAS, due to the Affordable Care Act and State of Wisconsin mandates, the Southern Income Maintenance Consortium, which includes Jefferson County, is required to operate the Exchange System, and

WHEREAS the Human Services Director and Human Services Board acknowledge that the current staffing level in the Income Maintenance Unit will not be able to manage the influx of work that will be required to educate and assist residents in the use of the Exchange without additional staff, and

WHEREAS the Human Services Director and Human Services Board request the creation of four full-time, non-exempt Economic Support Specialist I/II positions and one full-time, non-exempt, Administrative Assistant I position to ensure these new mandates are met, and

WHEREAS, should Federal and State funding not be continued to fully support the proposed five positions, any or all of the positions shall be eliminated unless further action is otherwise approved by the Board, and

WHEREAS, after due consideration, the Human Resources Committee recommends creating four full-time, non-exempt Economic Support Specialist I/II positions and one full-time, non-exempt Administrative Assistant I position as proposed by the Human Services Board and the Jefferson County Human Services Director.

NOW, THEREFORE, BE IT RESOLVED that the 2013 County Budget setting forth position allocations in the Economic Support Division at Human Services be and is hereby amended to reflect the above change, to become effective upon passage of this resolution.

Fiscal Note: The four full-time, non-exempt Economic Support Specialist I/II positions and one full-time, non-exempt Administrative Assistant I position will be fully funded by Federal and State programs for two years in the amount of approximately \$308,763 on a State fiscal calendar year basis. These funds will be allocated as follows: \$183,726.40, salary; \$104,524.60, fringe benefits; \$20,512.00, overhead costs. Should funding not be available to fund the positions 100%, a position(s) will be eliminated unless further Board action is taken. No County tax-levy dollars are required in from July 1, 2013 – June 30, 2015. As a budget amendment, 20 affirmative votes are required for passage.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Human Resources Committee

06-11-13

Terri M Palm-Kostroski: 05-16-13

RESOLUTION NO. 2013-_____

**Resolution for inclusion under the
State of Wisconsin Deferred Compensation Program**

BE IT RESOLVED by the Board of Supervisors of the County of Jefferson that pursuant to the provisions of Section 40.81(1), Subchapter VII of Chapter 40 of the Wisconsin Statutes which provides in part as follows:

“An employer other than the State may provide for its employees the Deferred Compensation Plan established by the Board under Section 40.80. Any employer, including this state, who makes the Plan under Section 40.80 available to any of its employees, shall make it available to all its employees under procedures established by the department under this chapter.”

Such Board of Supervisors hereby determines to be included under the State of Wisconsin Deferred Compensation Program (“the Plan”) provided by Section 40.80 Subchapter VII of Chapter 40 of the Wisconsin Statutes and regulated by Chapter ETF 70 of the Wisconsin Administrative Code for its eligible personnel, and

BE IT FURTHER RESOLVED the proper officers are herewith authorized and directed to take all actions and make such reductions and submit such deferrals as are required by the Department of Employee Trust Funds of the State of Wisconsin pursuant to Subchapter VII of Chapter 40 of the Wisconsin Statutes, and

BE IT FURTHER RESOLVED that Jefferson County agrees to be bound by the terms and conditions of the contracts between the State, its investment providers, and its Plan Administrator, and the “Plan and Trust Document” and the “Employer Guide” as amended from time to time. The employer certifies it has received a copy of the Plan and Trust document.

BE IT FURTHER RESOLVED that the County of Jefferson representative submit a certified copy of this resolution and “Designation of Agent” to the State of Wisconsin, Department of Employee Trust Funds and the Plan Administrator.

BE IT FURTHER RESOLVED that the Board of Supervisors recognizing the Deferred Compensation Board’s responsibility for maintaining the integrity of the Plan, the Board of Supervisors hereby resolved that the proper officers of Jefferson County are hereby authorized and directed to cooperate fully with the Plan Administrator in accordance with procedures established by the Department of Employee Trust Funds in processing requests for withdrawal in case of an unforeseeable emergency as defined in the Internal Revenue Section 457(d)(1)(A)(iii) and Treas. Regulation 1.457-6(c)(1) of the Regulations. The designated agent is directed to acknowledge on a form authorized by the Department of Employee Trust Funds, that relevant unforeseeable emergency information has been given and received.

DESIGNATION OF AGENT

The person in the following position is hereby designated as the agent in matter pertaining to the State of Wisconsin Deferred Compensation Program.

Title of Position of Designated Agent: Benefits Administrator

DESIGNATED AGENT NAME AND MAILING ADDRESS:

Agent: Ellen Braatz

Alternate: Terri M. Palm-Kostroski

Address: 320 South Main Street, Jefferson, WI 53549

Phone Number: 920-674-7101

Office Hours: 8:00 a.m. – 4:30 p.m.

Dated this 11th day of June 2013.

Employer: Jefferson County

Governing Body: Board of Supervisors

John Molinaro
County Board Chair

Barbara A. Frank
County Clerk

CERTIFICATION

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the Board of Supervisors of Jefferson County of Jefferson on the 11th day of June 2013, and that this resolution has not been repealed or amended, and is now in full force and effect.

Dated this 11th day of June 2013.

Number of eligible employees: 480

Barbara A. Frank, County Clerk
Jefferson County Courthouse
320 South Main Street
Jefferson, WI 53549

Fiscal Note: There is no payment required for the County to make this available to its employees.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Human Resources Committee

06-11-13

Philip Ristow: 06-04-13

RESOLUTION NO. 2013-_____

Authorize contract with the Town of Koshkonong for additional police services

WHEREAS, the Town of Koshkonong seeks additional police services within the boundaries of the Town of Koshkonong, and

WHEREAS, the Jefferson County Sheriff is willing to assign a deputy to the Town of Koshkonong in consideration of payments for the extra staff, and

WHEREAS, such an agreement between the Sheriff and the Town needs to be approved by the County Board as an inter-governmental cooperative agreement pursuant to Section 66.0301(2), Wisconsin Statutes, and

WHEREAS, the Law Enforcement & Emergency Management Committee has reviewed and recommended the proposed contract for police services between the Sheriff, the County and the Town of Koshkonong,

NOW, THEREFORE, BE IT RESOLVED that the Sheriff, the County Administrator and the County Clerk are authorized to execute the contract on behalf of the Sheriff and Jefferson County.

Fiscal Note: The hourly rate for a deputy in the contract should be sufficient to fully compensate for any additional costs as violations will be processed under county ordinances, for which the County will receive any forfeiture ordered. As a result, there should be no net impact, as revenues should equal or exceed expenses.

*The Law Enforcement & Emergency Management Committee will be meeting immediately before the Board meeting on Tuesday, June 11, 2013, to review the contract and consider this resolution.

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

Requested by
Law Enforcement & Emergency Management Committee

06-11-13

Philip C. Ristow: 06-04-13

AGREEMENT

THIS AGREEMENT, made and entered into by and between Paul Milbrath, acting solely in his capacity as Jefferson County Sheriff (hereinafter referred to as "the Sheriff"), the County of Jefferson (hereafter, "the County") and the Town of Koshkonong (hereafter, "Town"),

WITNESSETH:

WHEREAS the County, whose address is c/o County Clerk, 320 S. Main St., Jefferson, WI 53549, finances a sheriff's office as required by the laws of this state; and

WHEREAS the Sheriff, whose address is 411 S. Center Ave., Jefferson, WI, 53549, is the duly elected and qualified Sheriff of the County of Jefferson and as Sheriff, manages and directs the operations of the Jefferson County Sheriff's Office in providing police services throughout the territorial limits of the County of Jefferson, WI; and

WHEREAS the Town, whose address is c/o Town Clerk, W5609 Star School Road., Fort Atkinson, WI 53538, pursuant to s. 60.56(1)(a), Wisconsin Statutes, is authorized to provide law enforcement services and desires to have additional police services within the boundaries of the Town of Koshkonong, the Town being willing to purchase such services from the Jefferson County Sheriff's Office by a contract pursuant to s. 60.56(1)(a)3., Wisconsin Statutes; and

WHEREAS the Sheriff is willing to assign State of Wisconsin certified sworn law enforcement officers to perform police services within the Town's boundaries, over and above the level of law enforcement services his office provides other villages, cities and towns within Jefferson County, provided the Town is willing to pay for such services; and

WHEREAS the County is willing to consent to such an arrangement provided its costs are adequately reimbursed by the Town; and

WHEREAS the County and the Town are authorized to enter into intergovernmental cooperative agreements pursuant to s. 66.0301(2), Wisconsin Statutes;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the Sheriff, the County and the Town do agree as follows:

Section 1. Term. The term of this Agreement shall commence as of the date by which all parties hereto have executed this Agreement and shall end as of the date any party terminates this agreement in the manner provided for in Section 6 hereof, unless sooner agreed to by all parties. Services provided under this agreement shall commence immediately upon execution of this Agreement.

Section 2. Cost. The Town shall reimburse the County its actual cost of providing police services to the Town under this Agreement. The Sheriff shall maintain and submit to the Town an account listing the name of each person providing services under this Agreement together with the hours of service provided, to the nearest quarter hour, by the 5th of the month following service. The Town shall reimburse the County in said amount payable by the 25th of the month following service. Expenses related to court time shall be borne by the County. The County's cost for providing police services shall be calculated according to Schedule A attached hereto.

(a) Annual adjustment. County reserves the right to increase its monthly charges to the Town, to reflect labor agreement settlements affecting the assigned deputy's salary, fringe benefits, and any other increased costs which occur within the term of this Agreement. In addition, County will bill the

Town retroactively for any increased costs attributable to such labor agreement settlements when County's costs of providing services under this Agreement are affected thereby.

Section 3. Scope of Services. The Sheriff will assign a deputy sheriff ("the Assigned Deputy"), with all necessary equipment, to provide services to the Town for a work period averaging three hours per week (not including overtime or court time related to this Agreement).

(a) Patrol and First Response. The Assigned Deputy will provide patrol functions within boundaries of the Town. During patrol hours, the Assigned Deputy will provide continuous patrol within the boundaries of the Town, subject to breaks, lunch times, paperwork required to be performed in the office and those situations which require mutual aid assistance by the County. When possible, the Assigned Deputy's unit will be first responder to all dispatched events in the Town. The Assigned Deputy will begin and end the patrol tour at the Sheriff's office.

(b) Ordinance Violations. The assigned deputy will enforce applicable county ordinances and state laws through Jefferson County Circuit Court.

(c) Supervision. The Sheriff shall have supervisory control over the personnel providing services under this Agreement. The Sheriff shall retain the final authority to make decisions as to the manner in which services shall be rendered following consultation with the Town Board and its designees pursuant to this Agreement

(d) Liaison with Municipality. Consistent with the Sheriff's judgment as to good police practices, every effort will be made to respond to the Town's needs and desires. The Town will designate a liaison to provide the Sheriff with any information as to concentration of patrol efforts, special assignments, etc., which the Town desires. The liaison will deal directly with the Captain of the Patrol Division. The Town shall notify the Captain five days in advance of specific times or dates for which the Town desires patrol services under this contract.

(e) Fines and Forfeitures. In lieu of a charge for equipment, the County shall retain any and all forfeitures for ordinance violations.

(f) Vehicles and Equipment. All vehicles furnished by the County under this Agreement shall carry identification markings of the Sheriff's Office. All vehicles and other equipment shall remain the property of the County.

Section 4. Indemnification. The Town will defend, hold harmless and indemnify the County and the Sheriff, the officers and employees of each, for any claim brought against them or any of them founded in or growing out of the negligence or improper act of the Town or conduct of any official, agent or employee of the Town. The County will defend, hold harmless and indemnify the Town, its officers and employees, for any claim brought against them or any of them founded in or growing out of the negligence or improper act of the County or conduct of any official, agent or employee of the County, including the Sheriff and the Assigned Deputy. It is expressly understood that the Town will not defend, hold harmless or indemnify the County and the Sheriff relative to alleged negligence or improper conduct, or both, of any County employee, the Sheriff or the Assigned Deputy. Under this Agreement, the County and the Sheriff are considered to be an independent contractor with the right to control the details of the work performed.

Section 5. Renewal of Agreement. This agreement shall be automatically renewed for successive single calendar year terms commencing January 1, 2013, under the same conditions and provisions as set forth herein, unless Sheriff's successor in office signifies his or her objection at any time within 10 days of taking office. Action by a newly elected or appointed Sheriff shall comply with the provision of section 6.

Section 6. Termination. Either the County, the Sheriff or the Town may terminate this agreement by providing 90 days written notice to the other parties. This section shall not relieve the County, the Sheriff,

or the Town of their respective responsibility to furnish or pay for services furnished prior to the effective date of termination.

Section 7. Assignment. No party hereto shall assign any interest in this Agreement without the express written consent of the other parties which consent may be withheld at a party's sole discretion.

Section 8. Cooperation. The parties hereto shall commence, carry on and complete their respective obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, each party agrees to cooperate with the various departments, agencies, employees and officers of the other party.

Section 9. Personnel. The County and the Town each agree to secure at the party's own expense all personnel necessary to carry out that party's obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party (except that the Sheriff's deputies and employees are also employees of the County) nor shall they or any of them have or be deemed to have any direct contractual relationship with another party.

Section 10. Notices. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

Section 11. No Waiver. In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by the party of any breach of the covenants of this Agreement or a waiver of any default of the other party and the Agreement or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by one party while any such default or breach shall exist shall in no way impair or prejudice the right of that party with respect to recovery of damages or other remedy as a result of such breach or default.

Section 12. Non-Discrimination, Equal Opportunity Employment

(a) During the term of this Agreement, the parties agree not to discriminate on any basis prohibited by county ordinance, state or federal law.

Section 13. Sole Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of any party hereto. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

Section 14. Amendment. This Agreement may be amended by mutual written agreement between all parties.

Section 15. Non-appropriation of Funds, Suspension of Services. If during the term of this Agreement, the governing body of either the County or the Town shall fail to appropriate sufficient funds to carry out that party's obligations under this Agreement, the services provided under this Agreement shall be suspended upon a 10 day written notice to the other party. This section shall not relieve the Town of its responsibility to pay for services furnished to the Town prior to the effective date of suspension. Services provided under this Agreement shall be reinstated immediately upon notice by either the County or the Town that funds therefore have been appropriated.

IN WITNESS WHEREOF, the parties hereto, either directly or by their respective authorized agents, have caused this Agreement and its Schedules to be executed, as of the dates indicated below.

BY THE SHERIFF:

Date Signed: _____

PAUL MILBRATH, Sheriff

FOR THE TOWN:

Date Signed: 1-9-13



FRED WALLING, Town Chair

Date Signed: 1-9-13



KIM CHENEY, Town Clerk

FOR THE COUNTY:

Date Signed: _____

GARY PETRE, County Administrator

Date Signed: _____

BARBARA FRANK, County Clerk

SCHEDULE A

Deputy Rate

Straight Time

Overtime

After 01/01/13

\$33.48/hr.

\$50.21/hr

RESOLUTION NO. 2013-_____

Accept donation to fund Glacial River Trail statue marker

WHEREAS, the original trail head of Jefferson County’s Glacial River Bike Trail was located on the south side of Fort Atkinson at Farmco Lane in 1996, and

WHEREAS, the Glacial River Trail has expanded in both directions from that point now stretching from the Rock County line through the cities of Fort Atkinson and Jefferson, the Village of Johnson Creek and the City of Watertown, to the Dodge County line, and

WHEREAS, David Roahen has offered to make a donation to the Parks Department for an original sculpture of a life-size bicyclist on a stone base marking the Glacial River Trail at that original trail head location, which sculpture would be titled “Ride Like the Wind”, and

WHEREAS, the Parks Committee has reviewed conceptual drawings of said sculpture and recommends accepting David Roahen’s generous contribution for this signature bike trail marker,

NOW, THEREFORE, BE IT RESOLVED that Jefferson County Parks Director Joe Nehmer is authorized to contract for the Glacial River Bike Trail marker in the form of the sculpture described above upon receipt of the donation from David Roahen to fund said sculpture.

BE IT FURTHER RESOLVED that Jefferson County expresses its gratitude to David Roahen for his generous donation.

Fiscal Note: The donation is coming before the Board based on the Donation Policy that requires board approval to accept a donation in excess of \$5,000. The exact amount of the donation will be known upon completion of the necessary process to obtain the sculpture. It is not anticipated that any tax levy funds will be expended in this matter, although some staff time may be expended in conjunction with the Fort Atkinson Municipal staff to prepare the site.

AYES _____

NOES _____

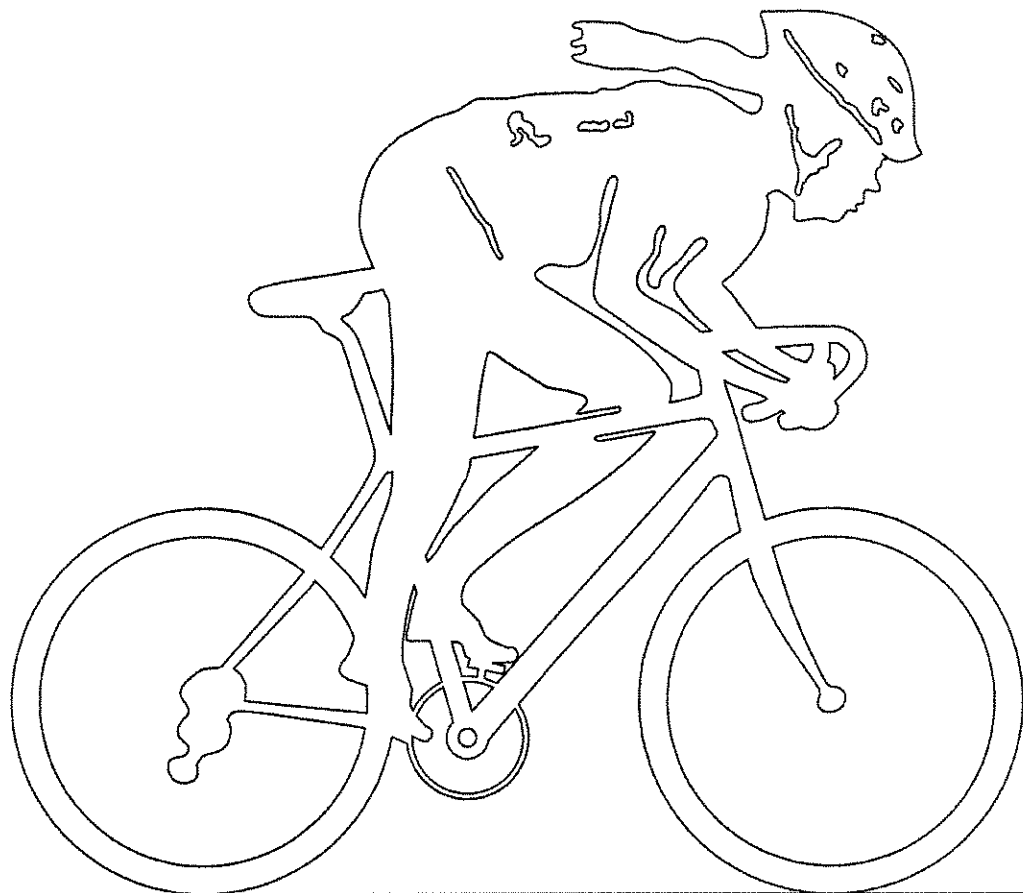
ABSTAIN _____

ABSENT _____

Requested by
Parks Committee

06-11-13

Philip Ristow: 06-03-14



GLACIAL RIVER TRAIL

RESOLUTION NO. 2013-_____

Allow Dog Claim

WHEREAS, the claim of Frank E. Pfinder for damages allegedly caused by a dog has been received from the Town Board of the Town of Palmyra, and

WHEREAS, the Town of Palmyra advises that the damage occurred on March 31, 2013, and the Town was immediately notified, and

WHEREAS, the Town of Palmyra advises that it investigated the matter on or about April 4, 2013, and

WHEREAS, the Town Board recommends payment of the claim in the amount of \$190,

NOW, THEREFORE, BE IT RESOLVED that the claim of Frank E. Pfinder in the amount of \$190 is hereby approved.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Fiscal Note: Allowed claims for dog damages are paid from the dog license fund which is generated by the sale of dog licenses throughout the County. At the end of each year, monies left over in the fund are distributed back to the municipalities in proportion to their initial contribution. Dog damage claims are not paid from County tax levy dollars.

Requested by
University Extension Education Committee

06-11-13

Phil Ristow: 05-31-13; 06-03-13

RESOLUTION NO. 2013-_____

Urging Wisconsin to use Federal Medicaid Funding to Improve Badgercare

WHEREAS, the current proposed state budget rejects \$12 billion in new federal funds for Medicaid, which would if accepted improve Wisconsin's BadgerCare program, and

WHEREAS, the current budget proposal would cost \$119 million more over 2 years and \$460 million more over 7 years in state General Purpose Revenue funds, even though it would cover 84,700 fewer adults in BadgerCare, and

WHEREAS, rejecting the federal Medicaid funds deprives an estimated 2,250 adult residents of Jefferson County access to health care coverage they could have had if the funds were accepted, and

WHEREAS, in 2014 thousands of Medicaid recipients would be placed in private health care exchanges and be required to pay premiums resulting in the loss of health care for many due to inability to pay, and

WHEREAS, being underinsured and uninsured impacts the Jefferson County Human Services Department because it can lead to untreated substance abuse or other mental health conditions and lack of preventative health care; resulting in a continuing burden on the local property tax levy due to loss of jobs, inability to function and loss of self-sufficiency, and

WHEREAS, rejecting the federal Medicaid funds will adversely impact Jefferson County area hospitals due to unreimbursed emergency room visits, the costs of which are passed on to all Jefferson County residents who use those hospitals, and

WHEREAS, more than 140 medical, nurse, physician, business and non-profit organizations across Wisconsin are calling on state government to accept the increased Medicaid funding, and

WHEREAS, recent studies have indicated that accepting the increased federal Medicaid funding would generate a net gain of 10,000 jobs in the state, many of which could benefit residents of Jefferson County, and

WHEREAS the current 2011-2013 state budget already accepts \$20 billion in federal funding for various programs and efforts,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors encourages the Governor and the Wisconsin Legislature to accept enhanced Medicaid funding to improve the State's BadgerCare Program, and

BE IT FURTHER RESOLVED that, as an alternative, the Jefferson County Board of Supervisors encourages the Governor and the Wisconsin Legislature to authorize and enable counties to accept enhanced Medicaid funding at the county level, thereby ensuring that citizens in participating counties have access to affordable health care, and

BE IT FURTHER RESOLVED that the County Clerk is directed to provide copies of this resolution to the Governor, the Secretary of the Wisconsin Department of Health Services, the Secretary of the U.S. Department of Health and Human Services, the Jefferson County state legislative delegation, and the Wisconsin Counties Association.

Fiscal Note: No direct fiscal impact.

AYES _____

NOES _____

ABSTAIN ____

ABSENT _____

Requested by
Supervisor Jim Schroeder

06-11-2013

Jim Schroeder: 06-04-13

RESOLUTION NO. 2013-_____

To support an amendment to the U.S. Constitution affirming that only human beings are endowed with Constitutional Rights, and money is not speech

WHEREAS, government of, by, and for the people has been an oft-stated and long-cherished American value, and We The People's fundamental and inalienable right to self-govern, and thereby secure rights to life, liberty, property, and the pursuit of happiness is proclaimed in the Declaration of Independence and guaranteed and codified to create a more perfect union in the US Constitution and Bill of Rights, and

WHEREAS, free and fair elections are essential to democracy and effective self-governance, and

WHEREAS, persons are rightfully recognized as human beings whose essential needs include clean air, clean water, safe and secure food, and

WHEREAS, corporations are entirely human-made legal entities created by express permission of We The People and our government, and

WHEREAS, corporations are not mentioned in the Constitution, and The People have never granted constitutional rights to corporations, nor have We decreed that corporations have authority that exceeds the authority of We The People of the United States, and

WHEREAS, the US Supreme Court's decision in Citizens United and related cases conferred constitutional rights onto corporate entities and allowed for unlimited spending to influence local, state and federal elections, and

WHEREAS, advisory referenda were recently conducted in the cities of Fort Atkinson and Whitewater, calling for an amendment to the U.S. Constitution as stated below, and those referenda were adopted with support of 76.86 % of voters in the City of Fort Atkinson and 83.20% of voters in the Jefferson County portion of the City of Whitewater,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors calls on Wisconsin's Congressional delegation to support, and the Wisconsin Legislature to ratify, an amendment to the United States Constitution stating:

1. Only human beings -- not corporations, unions, limited liability companies, non-profit organizations, or similar associations and corporate entities -- are endowed with constitutional rights, and

2. Money is not speech, and therefore regulating political contributions and spending is not equivalent to limiting political speech.

BE IT FURTHER RESOLVED that the Jefferson County Clerk is directed to forward a copy of this resolution to Jefferson County State Legislators and Congressional Representatives, and the Wisconsin Counties Association.

Fiscal Note: No fiscal impact.

AYES _____

NOES _____

ABSTAIN ____

ABSENT _____

Requested by

Supervisors Jim Schroeder, Steve Nass, Greg David, Carlton Zentner, & Dick Schultz 06-11-13

Jim Schroeder: 06-04-13

Item 20a-d

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

By virtue of the authority vested in me under Sections 59.18 of the Wisconsin Statutes, I do hereby request the County Board's confirmation of the following appointments:

- a. Don Carroll, Fort Atkinson, WI to the Zoning Board of Adjustment for a three year term ending July 1, 2016.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

- b. Lloyd Zastrow, Oconomowoc, WI to the Zoning Board of Adjustment as an alternate for a three year term ending July 1, 2016.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

- c. Todd Lindert, Whitewater, WI to the Land Information Council for a three year term ending June 30, 2016.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

- d. Joann Larsen, Fort Atkinson, WI to the Land Information Council for a three year term ending June 30, 2016.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

06-11-2013