

AGENDA
JEFFERSON COUNTY BOARD MEETING
December 8, 2015 7:00 p.m.
Jefferson County Courthouse
311 S. Center Avenue, Room 205
Jefferson, WI 53549

1. **CALL TO ORDER**
2. **ROLL CALL BY COUNTY CLERK**
3. **PLEDGE OF ALLEGIANCE**
4. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**
5. **APPROVAL OF THE AGENDA**
6. **APPROVAL OF NOVEMBER 10, 2015 MEETING MINUTES**
7. **SPECIAL ORDER OF BUSINESS**
 - a. Resolution – In Memoriam – Kenneth M. Schopen (Page 1)
8. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum)
 - b. Zoning Committee – Notice of Public Hearing, December 17, 2015 (Page 2-3)
9. **PUBLIC COMMENT** (Agenda Items)
COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES
10. **PLANNING AND ZONING COMMITTEE**
 - a. Report – Approval of Petitions (Page 4)
 - b. Ordinance – Amend Zoning Ordinance (Page 5-6)
 - c. Report & Communications– (Re: Bittorf) (Page 7-35)
 - d. Ordinance – Amend Zoning Ordinance (Re: Bittorf) (Page 36)
11. **ADMINISTRATION AND RULES COMMITTEE**
 - a. Ordinance – Amending Board Rule 3.03(8) and (9) regarding time for all resolutions, ordinances, petitions, reports and communications to be filed with the County Administrator for County Board attention (Page 37-38)
 - b. Resolution – Supporting New Social Security Supplemental Security Income (SSI) Asset Limits and Implementation of the Achieving a Better Life Act (Page 39-40)
 - c. Resolution – Amending Public Records Law (Page 41-42)
 - d. Resolution – Opposing Senate Bill 326/Assembly Bill 429 requiring Human Services to refer all cases of suspected or threatened child abuse or neglect to law enforcement (Page 43-44)
 - e. Resolution – Entering into contracts for court appointed Guardian ad Litem and adversary legal counsel services (Page 45-57)
12. **FARMLAND CONSERVATION EASEMENT COMMISSION**
 - a. Resolution – Accepting Donation of a Perpetual agricultural Conservation Easement – Burlingham (Page 58)
13. **FINANCE COMMITTEE**
 - a. Resolution – Disallowing the claims of Jason Morris and Daniel W. Kupersmith (Page 59)

- b. Resolution – Terminate insurance coverage with the Local Government Property Insurance Fund (LGPIF) (Page 60-61)
- c. Resolution – Select Property Insurance Coverage for 2016 (Page 62)
- 14. **HUMAN SERVICES BOARD**
 - a. Resolution – Authorizing execution of state human services contracts, consortium agreements and professional/care provider contracts (Page 63-70)
- 15. **COUNTY ADMINISTRATOR**
 - a. Resolution – Authorizing submission of application to participate in the Wisconsin Small Cities Community Development Block Grant-Emergency Funding Assistance Program (CDBG-EAP) using Disaster Recovery-IKE Supplemental Funding (Page 71-72)
 - b. Resolution – Acceptance of Donation from Canadian Pacific (Possible Addendum to Agenda)
- 16. **APPOINTMENTS BY COUNTY ADMINISTRATOR**
 - a. Dwayne Morris, John Rhiel and Linda Ager to the Bridges Federated Library System Board (Page 73)
- 17. **PUBLIC COMMENT** (General)
- 18. **ANNOUNCEMENTS**
- 19. **ADJOURN**

**NEXT COUNTY BOARD MEETING
NO JANUARY BOARD MEETING
February 9, 2016 – 7:00 P.M. - ROOM 205**

RESOLUTION NO. 2015-67

IN MEMORIAM – Kenneth M. Schopen

WHEREAS, Kenneth M. Schopen was born on May 25, 1937 and died on October 15, 2015, and

WHEREAS, Kenneth M. Schopen had served as the Jefferson County Clerk of Circuit Courts for 38 years, from November 1968 to January 2007, and

WHEREAS, as Clerk of Courts Kenneth was very devoted, known by many, and always made time for all,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors, assembled in regular session this 8th day of December, 2015, extends its sincere sympathy to Kenneth's family with this acknowledgement of his dedication to the citizens of the County of Jefferson.

Ayes: VOICE VOTE Noes _____ Abstain _____ Absent _____ Vacant _____

**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: Thursday, December 17, 2015

TIME: 7:00 p.m. (*Courthouse doors will open at 6:30*)

PLACE: Room 205, Jefferson County Courthouse, 311 S. Center Ave., Jefferson, WI

1. **Call to Order**
2. **Roll Call**
3. **Certification of Compliance with Open Meetings Law Requirements**
4. **Approval 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, December 17, 2015, 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 official zoning map of Jefferson County and an application for conditional use permit. 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 A-1 EXCLUSIVE AGRICULTURAL TO A-3, AGRICULTURAL/RURAL
RESIDENTIAL**

R3858A-15 – Wayne & Joanne Armstrong: Rezone approximately 2 acres of PIN 022-0613-2214-000 (34.35 Acres) at **W8135 US Highway 12** in the Town of Oakland to add it to an adjoining A-3-zoned lot.

R3859A-15 – Wayne & Joanne Armstrong: Create a 2-acre building site in the Town of Oakland from PIN 022-0613-2323-001 (6.785 Acres) on **Oestreich Lane**.

R3860A-15 –Lars Hans Lein/Lein Acres LLC Property: Rezone to create a 2-acre building site on **Woodside Rd** and a 4-ac building site adjoining it with access onto **Rockdale Rd** from PIN 028-0513-0613-000 (25.453 Acres) in the Town of Sumner.

R3861A-15 – Wilbur Miller: Create a 3.5-acre building site at **N8402 Witte Lane** in the Town of Watertown from PIN 032-0815-2323-000 (46.03 Acres).

CONDITIONAL USE PERMIT APPLICATION

CU1862-15 – Frank Pedone/Pedone Investments LLC Property: Conditional use to allow a construction company as a tenant in the Industrial zone at **W1223 Linden Rd** in the Town of Ixonia on PIN 012-0816-2723-004 (3.414 Acres).

A quorum of any Jefferson County Committee, Board, Commission or other body, including the Jefferson County Board of Supervisors, may be present at this meeting.

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.

A recording of the meeting will be available from the Zoning Department upon request.

**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 official zoning map of Jefferson County, filed for public hearing held on April 16, October 15 and November 19, 2015, 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 R3798A-15, R3844A-15, R3846A-15,
R3850A-15, R3851A-15, R3855A-15, R3856A-15, R3857A-15 and R3854A-15**

DATED THIS THIRTIETH DAY OF NOVEMBER 2015

Donald Reese, Secretary

**THE PRIOR MONTH'S AMENDMENTS R3852A-15, R3853A-15, R3842A-15, R3833A-15, R3843A-15, R3845A-15, R3847A-15, R3848A-15 AND R3849A-15 ARE EFFECTIVE
UPON PASSAGE BY COUNTY BOARD, SUBJECT TO WIS. STATS. 59.69(5).**

Deb Magritz: 12-01-15

12-08-15

ORDINANCE NO. 2015-__

Amend Zoning Ordinance

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the official zoning map of Jefferson County, and

WHEREAS, Petition R3798A-15 was referred to the Jefferson County Planning and Zoning Committee for public hearing on April 16; Petitions R3844A-15, R3846A-15, R3850A-15 and R3851A-15 were referred for public hearing on October 15; and Petitions R3854A-15, R3855A-15, R3856A-15 and R3857A-15 were referred for public hearing on November 19, 2015, 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 official zoning map of Jefferson County as follows:

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

Rezone to create one, 2-acre building site on **Mansfield Road** in the Town of Aztalan from part of PIN 002-0714-3021-000 (40 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 receipt by Zoning of a new preliminary certified survey map and suitable soil test for the lot, upon road access approval, and upon approval and recording of a final certified survey map for the lot, including extraterritorial plat review if necessary. R3798A-15 – Cindy Krull-Begeman

Create a 1-acre building site from PIN 012-0816-1323-000 (29.601 acres) in the Town of Ixonia along **Genz Road**. 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, receipt of suitable soil test and receipt and recording of a final certified survey map for the lot including extraterritorial plat review, if necessary. R3844A-15 – Rex & Teresa Nienow/Terrapin Properties LLC

Create a 1.5-acre lot around the home at **W6658 Sunset Lane** and a 1.5-acre vacant building site on **Grogan Road**, both from PIN 016-0514-3213-001 (9.259 acres) in the Town of Koshkonong. 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 also conditioned upon road access approval, upon receipt of a suitable soil test and upon approval and recording of a final certified survey map for the lot including extraterritorial plat review, if necessary. R3846A-15 – Roger & Sandra Anderson

Create a 2.67-acre A-3 lot at **W2027 Church Drive** in the Town of Concord from part of PIN 006-0716-0833-000 (35.97 acres). Rezoning is conditioned upon road access approval for the remaining A-1 zoned land, and upon approval and recording of the final certified survey map for the lot. R3855A-15 – Theodore J Mueller

Rezone to create a 1.6-acre building site on **Lower Hebron Road** and **County Road D** in the Town of Hebron from part of PIN 010-0515-1511-000 (69.231 acres). This action is conditioned upon road access approval, receipt by Zoning of a suitable soil test and receipt and recording of the final certified survey map for the lot. R3856A-15 – Steven Holz

Create a 3-acre farm consolidation lot around the home at **N2033 County Road A**, and two, 1-acre building sites on **Danielson Road**, all from PIN 028-0513-0921-000 (39 acres) in the Town of Sumner. 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, receipt of a suitable soil test, and upon approval and recording of a final certified survey map. R3857A-15 – Thomas Brown/Joyce Brown property

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

Rezone PIN 010-0615-3634-003 (2.031 acres) owned by the Schwallers and 2 acres of PIN 010-0615-3634-000 (33.089 acres) owned by the Karrels Trust to create one 4-acre A-3 lot. Rezone an additional 3.1 acres of PIN 010-0615-3634-000 to create a Natural Resource zone adjacent to the A-3 lot. The site is at **W2744 State Road 106** in the Town of Hebron. This utilizes the last available A-3 zone for the property; rezoning is, therefore, conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon approval and recording of a final certified survey map for the proposal. R3850A-15 & R3851A-15 – Jerome A Karrels Trust, Shirley Howard Karrels Trust & John & Lisa Schwaller

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

Rezone **N7769 County Road O** in the Town of Waterloo on PIN 030-0813-3044-004 (2.045 acres) which will allow the petitioner to have a conditional use for storage of contractor's equipment and materials. R3854A-15–Steve Zak




The above rezoning petitions 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.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by
Planning & Zoning Committee

12-08-15

Deb Magritz & J. Blair Ward: 12-01-15

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 

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

A September 28, 2015, Planning and Zoning Committee recommendation for the denial of Petition R3829A-15 was returned to the Committee by the County Board per Wisconsin Statute section 59.69(5)(e)5 on October 27, 2015. On November 30, 2015, the Planning and Zoning Committee took no further official action on the petition with the understanding that the petition must be submitted to the County Board for approval in accordance with State Statute section 59.69(5)(e)5.

The Planning and Zoning Committee, at its November 30, 2015 meeting, on a motion by Rinard and second by Reese and with a vote of 4-1, did reaffirm its original decision to deny the petition.

DATED THIS THIRTIETH DAY OF NOVEMBER 2015

Donald Reese, Secretary

The following is the original report from that recommendation of denial:

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 official zoning map of Jefferson County, filed for public hearing held on September 17, 2015, 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 recommendation:

DENIAL OF PETITION R3829A-15

Petition R3829A-15 was a request by Philip and Sandra Bittorf to create an A-2, Agricultural and Rural Business zone at N7103 Stoney Creek Road in the Town of Lake Mills. Testimony in support of the request was given by the petitioner and Attorney Andy Rumpf; the Town of Lake Mills was in favor of the request. Opposition was voiced by numerous citizens. The file contains all information pertaining to the application, the public hearing and all documents submitted. The Committee based its recommendation for denial upon the findings that the proposal is in an area that is not relatively isolated and rural in nature and would be utilizing a narrow Town road, and, therefore, conflicts with the purpose of the A-2 zoning district as described in the Jefferson County Zoning Ordinance and the A-2 Agricultural and Rural Business Zoning District Policies of the Jefferson County Agricultural Preservation and Land Use Plan. The Committee found that the petition did not meet multiple standards of rezoning as listed in Sec. 11.11(c)6 of the Jefferson County Zoning Ordinance, which are required to be met in order to rezone out of the A-1 Exclusive Agricultural district.

DATED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2015

Donald Reese, Secretary

JEFFERSON COUNTY CORPORATION COUNSEL

Courthouse, Room 110
311 South Center Avenue
Jefferson, Wisconsin 53549-1799
(920) 674-7135
Fax: (920) 674-7399

J. BLAIR WARD
Corporation Counsel

YELENA O. ZARWELL
Asst. Corporation Counsel

December 2, 2015

Members of the Jefferson County Board of Supervisors:

One of the items before the County Board at its December 8, 2015 meeting is a petition to approve the rezoning of a parcel of property owned by Philip and Sandra Bittorf from A-1 to A-2, located in the Town of Lake Mills. This petition to rezone was first acted on by the Town of Lake Mills in August 2015 which gave a nonbinding recommendation to approve the rezoning request.

On September 17, 2015, there was a public hearing before the Jefferson County Planning & Zoning Committee at which time multiple residents and members of the public voiced their opinion on whether or not the County should approve the rezoning petition. At that meeting, there was significant opposition from the public to the rezoning from A-1 to A-2. On September 28, 2015, the Planning & Zoning Committee acted on the rezoning petition and voted to deny the rezoning. Four members voted against rezoning and 1 member voted in favor of rezoning. Because of this recommendation to deny the rezoning petition, a proposed resolution was drafted to DENY the rezoning petition and presented to the County Board for a decision on October 27, 2015. At that meeting, a majority of County Board members did not vote to deny the Bittorf rezoning petition. Because the County Board did not vote in favor of denying the Bittorf rezoning petition, Wisconsin State Statute § 59.69(e)5 requires the County Board to refer the petition back to the Planning & Zoning Committee, "with directions to draft an ordinance to effectuate the petition and report the ordinance back to the County Board which may then enact or reject the ordinance." Section 59.69(e)(5) states as follows:

5. Upon receipt of the agency report the board may enact the ordinance as drafted by the zoning agency or with amendments, or it may deny the petition for amendment, *or it may refuse to deny the petition as recommended by the agency in which case it shall refer the petition to the agency with directions to draft an ordinance to effectuate the petition and report the ordinance back to the board which may then enact or reject the ordinance.* (Emphasis added)

At its December 8, 2015 meeting, the Jefferson County Board of Supervisors will be asked to decide by majority vote whether or not to approve the rezoning petition filed Philip and Sandra Bittorf. The Jefferson County Zoning Ordinance, incorporating State Statutes, requires the County Board to consider 9 criteria before making a decision. These criteria are as follows:

6. Standards for Rezoning from the A-1 Exclusive Agricultural and N Natural Resource Districts: Land that is zoned A-1 Exclusive Agricultural or N Natural Resource may be rezoned to a zoning district that is not a certified farmland preservation zoning district if all of the following additional criteria are met (some of which are based on §91.48 of the Wisconsin Statutes): [am. 3/13/12, Ord. 2011-28]

- (a) The land is better suited for a use not allowed in the A-1 or N district. [cr. 3/13/12, Ord. 2011-28]
- (b) The rezoning is consistent with the County Comprehensive Plan. [cr. 3/13/12, Ord. 2011-28]
- (c) The rezoning is substantially consistent with the Jefferson County Agricultural Preservation and Land Use Plan. [cr. 3/13/12, Ord. 2011-28]
- (d) The rezoning will not substantially impair or limit current or future agricultural use of surrounding parcels of land that are zoned for or legally restricted to agricultural use. [cr. 3/13/12, Ord. 2011-28]
- (e) There will be adequate public facilities to serve the proposed and potential land use changes that would be enabled by the rezoning. [re-lettered & am. 3/13/12, Ord. 2011-28]
- (f) The burdens on local government for providing the needed services to the proposed and potential land use changes that would be enabled by the rezoning are reasonable. [re-lettered & am. 3/13/12, Ord. 2011-28]
- (g) The development will not cause unreasonable air or water pollution, soil erosion, or adverse effects on valued natural areas. [re-lettered & am. 3/13/12, Ord. 2011-28]
- (h) The soil productivity rating has been considered in the location of the area proposed for rezoning. [re-lettered & am. 3/13/12, Ord. 2011-28]
- (i) The remaining A-1 parcel shall front on a public road for a minimum distance of at least sixty-six (66) feet. Access to the lot shall be provided within this frontage. [cr. 3/13/12, Ord. 2011-28]

The Board must discuss all of the above criteria even if the discussion is to state that there is no question about whether or not a particular criterion has or has not been met. Additionally, the Board must consider the purpose and intent of the A-2 Zoning District and A-2 detailed policies in the Agricultural Preservation and Land Use Plan which are included in the County Board packet for December 8, 2015.

Members of the Jefferson County Board of Supervisors
Page 3
December 2, 2015

After considering and discussing all of these criteria, the County Board will vote on whether or not to approve the rezoning petition. If a majority of the County Board members present at the December 8, 2015 County Board meeting find that all of the above criteria are met, the petition to rezone property of Philip and Sandra Bittorf will be approved and the County Zoning Ordinance will be amended accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Blair Ward". The signature is written in a cursive, flowing style with a large, sweeping "W" at the end.

J. Blair Ward
Corporation Counsel
WI State Bar #1023831

GEORGE L. NEUBERGER, JR.
ANDREW R. GRIGGS
MARK S. SWEET
JAY S. SMITH

~~~~~  
NICOLE N. SCHIRER  
JONATHAN P. LONGFIELD

~~~~~  
ANNE MACARTHUR
Of Counsel

NEUBERGER, GRIGGS, SWEET & SMITH, LLP

ATTORNEYS AND COUNSELORS AT LAW

122 EAST LAKE STREET
P.O. BOX 190

LAKE MILLS, WISCONSIN 53551
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SERVING SOUTH CENTRAL WISCONSIN SINCE 1922

WATERTOWN OFFICE:
136 HOSPITAL DRIVE
WATERTOWN, WI 53098
PHONE: (920) 261-1630
FAX: (920) 261-0339

~~~~~  
CAROL M. LORENZ  
*Retired*

November 18, 2015

**Sent via Email Only**

Jefferson County Board of Supervisors  
Attn: Atty. Blair Ward  
311 S. Center Avenue, Room 110  
Jefferson, WI 53549

**RE: Petition for Zoning Amendment of Philip and Sandra Bittorf  
N7103 Stoney Creek Road, Waterloo, WI 53594**

Dear Board Members,

This is a follow up to the board's decision on the above referenced zoning amendment issue at the meeting on October 27, 2015. I understand the Planning and Zoning Committee will approve the amendment at its November 30 meeting, as required by the County Board action on October 27. The amendment request will then be sent back to your board for a final decision to approve or deny the amendment.

After hearing the comments of many of the board members and giving this matter more thought, I felt it necessary and important to send you this letter. I continue to represent a group of property owners opposing this zoning amendment. I am sending this letter to you on their behalf. We request this letter be read into the record at the county board meeting on December 8, 2015.

First, I heard multiple board members make comments that this is somehow antibusiness to deny this request. There is nothing antibusiness about denying this request. Mr. and Mrs. Bittorf are free to operate their business; we just ask that it be done in a proper location under applicable zoning laws. The purpose of zoning laws is to keep certain uses of property in the appropriate locations, so as not to hinder the use and enjoyment of neighboring property owners. The appropriate location for this business is not on a rural town road that includes ten residences within a one mile stretch. It is best suited for an industrial zone.

We don't believe Mr. and Mrs. Bittorf will go out of business or any of their employees will lose their jobs if you do not approve this amendment. They will simply need to make a decision about where they are going to relocate their operations.

Furthermore, it is worth pointing out that according to Mr. and Mrs. Bittorf's own representations, their company only employs two seasonal employees, plus three part-time employees. Mid State Traffic Control is not a large employer in Jefferson County.

The next point I want to make is if you are looking at other A-2 amendments around the County, you need to remember that each situation is different. Because there are similar operations elsewhere does not necessarily mean it is appropriate in this situation. The exact operations of the business, the location, the road situation, the proximity of neighbors, etc. all factor in. No two situations are going to be exactly the same, therefore, one approval of an A-2 rezone does not mean another needs to be approved. Additionally, other comparable approvals do not necessarily create legal precedent requiring approval of subsequent requests.

Also, I remind you that your Planning and Zoning Committee decided this request did not meet the legal requirements for the amendment. The Planning and Zoning Committee is the committee your board has tasked with being the experts on this area to closely review and advise you on decisions involving zoning issues. The Committee closely reviewed the legal aspects and relevant factors in detail to make an informed decision to deny the request.

It is important for my clients to see the relevant law adequately reviewed and applied in this situation. We watched the Town of Lake Mills Board fail to do this at two meetings. The Planning and Zoning Committee then did a thorough review and voted to deny the requested amendment. We then witnessed your board's review of the request. Respectfully, we do not think your board did a detailed review of all the relevant legal factors. We hope and expect this will be done before a final decision is made. We still believe that this does not fit the requirements for the following reasons:

- 1) This is not an agriculturally related business.
- 2) The business is not located in a relatively isolated and rural location.
- 3) The nine criteria that must be met to rezone a parcel out of an A-1 zone have not been met (criteria set out in Section 11.11(c)6 of the County Zoning Ordinance).

At this point my clients are seriously considering pursuing this with the circuit court if this amendment is allowed to pass. This will be particularly true if the relevant ordinances are not thoroughly reviewed and considered for how they apply to this particular situation.

Finally, I want to reiterate this is nothing personal against Mr. and Mrs. Bittorf or their business. Denying this request may cause inconvenience for Mr. and Mrs. Bittorf; however, we believe they can still successfully operate their business from another location. Obviously, they can also still continue to live on Stoney Creek Road, should they choose to do so. While we are sympathetic to their situation, the fact remains they either did not do their due diligence before purchasing the property or they chose to ignore the relevant zoning requirements. The County Board should not be asked to turn a blind eye to the county zoning ordinances and state statutes to accommodate

individuals or select businesses as a matter of convenience. To make such accommodations creates a dangerous precedent.


I also want to again remind you the support for or against the zoning amendment by the residents in the area is not relevant. What is relevant is what is allowed under the applicable zoning laws. We are simply asking the laws be applied appropriately and that you deny this requested amendment.

Thank you for all of your prompt attention and consideration of this matter.

Very truly yours,

NEUBERGER, GRIGGS, SWEET & SMITH, LLP

By:

  
Jay S. Smith

JSS/kae  
attyjss@nlglaw.com



Jefferson County Board  
311 South Center Avenue  
Jefferson, WI 53549

November 30, 2015

Re: Comments made in respect of Mr. and Mrs. Bittorf's re-zoning request, N7103  
Stoney Creek Road, Waterloo, WI 53594

Dear Members of the Jefferson County Board

As previous owner of Mr. and Mrs. Bittorf's property and what was Stoney Creek Stable, it is my understanding that certain characterizations have been made about the stable during my ownership. The legality of my operation was called into question, and activities such as traffic and volume of business seem to have been exaggerated. Let's set the record straight.

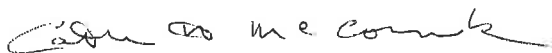
To the best of my knowledge I was in full compliance with Jefferson County Ordinances. It is important to note that none of the boarders owned trailers. I owned the only trailer. The assertion that there was constant traffic of trailers, boarders and hired help is nonsensical. The barn chores were done by a friend who lived with me. Similar to other small farms around me, family, friends and neighbors would help during hay season. There were long periods of time when horse owners did not visit the stable.

Unlike many stables, there were few sponsored events. In three years we had a one-day fundraiser for the Midwest Horse Welfare organization, a one-day class for horsemanship, and a short-lived Pony Club for a handful of local children to ride in the arena during inclement weather.

The stable was already established when I bought the property in 2011. It was designed and built by the previous owners to exacting specification as a dressage riding arena. It was a great location for a small quiet stable with acreage to grow hay, fenced paddocks and pastures. Unfortunately, I had to sell earlier this year due to health and financial reasons.

I ask that this letter be made available to all County Board members for the Board Meeting.

Sincerely,



Catherine McCormick  
5486 Ridge Road  
Marshall, WI 53559

RECEIVED

DEC-12015

JEFFERSON CO. CLERK, WI  
JEFFERSON COUNTY FINANCE

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

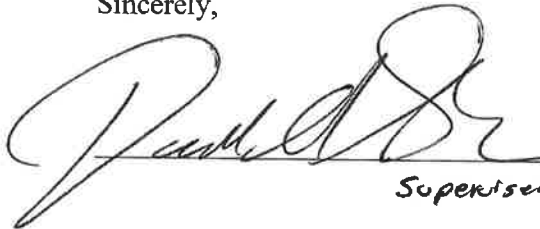
My name is David Schroeder

and I am a Board Member for the Town of Lake Mills. I would attend the County Board meeting in person to make this point, but we are scheduled to have a Town Board meeting at the same time as the County Board meeting. I wanted to make sure you knew how I felt about this issue.

Philip and Sandra Bittorf requested to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment for their business Mid-State Traffic Control. The Town Board of Lake Mills voted unanimously to approve the re-zoning request.

I voted in favor of the re-zoning because I believe that the requested re-zoning meets the Zoning Ordinances requirements for re-zoning. I also believe that the Bittorfs and their business are good for the Town of Lake Mills. I fully support the Bittorfs' request to re-zone their property and I ask that you do the same.

Sincerely,

  
Supervisor No. 1

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Richard Marten

and I live at 16978 Stony Creek Road, Waterloo, WI.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,



\_\_\_\_\_

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Penny Merten  
and I live at N 6978 Stony Creek Road Waterloo WI 53594

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Penny Merten

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is VICTORIA Raatz  
and I live at W9258 County Road B.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Victoria Raatz

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Gerald Raatz

and I live at W9258 County Road B.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Gerald Raatz, Owner

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Irene Soldner

and I live at N 7094 County Rd. A Marshall, WI. (adjacent property to the SW of Bittorfs)

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Irene Soldner

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Howard Golden

and I live at N7094 County Rd. O Marshall, WI. (adjacent property to the SW of Bittorfs)

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Howard Golden



Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Denise Soldner

and I live at 373 Clarkson Rd Waterloo and own property  
(west of Bittorfs in Jefferson  
cty.)

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Denise Soldner

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Steve Soldner

and I live at 373 Clarkson Rd Waterloo and own land west of Bittorfs  
in Jefferson Cty.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I

fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2

Agricultural and Rural Business so that they can store their contractor materials and equipment at

their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to

approve the re-zoning request. I ask that you do the same.

Sincerely,

Steve Soldner

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Karen Battist

and I live at W 9334 Co. Rd. B Waterloo, WI 53594.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Karen Battist - I farm on Stoney Creek road  
and have been there for over fifty years.

It is with great disbelief that just a couple people can move into our neighborhood and "bully" other neighbors into complying with their selfish ways of living. I have lived here for over fifty years and do not like things that several neighbors do, but I don't "bully" them nor complain. I thought we lived in America!! Why can a neighbor tell me how to live my life on my property - tell me when I can do my work, leave my house, start an engine??

Shame on all "bullies!" Let us do unto others what we would like them to do to us.

Let's give Philip and Sandra a warm rural welcome. Why would anyone want to displace a family of five from their <sup>home</sup> if they no longer can work at home?

There are very few people who can utilize the Bittorf property as it is set up. I don't want to see this set up stand empty.

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is James Battist

and I live at W9334 Co Rd B, Waterloo, WI 53594.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

James Battist

We farm land on Stoney Creek Road-

Philip + Sandra are a great young <sup>couple</sup> neatly storing materials for their business indoors and keeping the outdoors well maintained as well.

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Philip Battist

and I live at W935260 Hwy B Waterloo WI 53594

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Philip Battist

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Joyce Takle  
and I live at N7214 Stoner Creek Rd.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Joyce Takle

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Donald Lenz

and I live at N7214 Stony Creek Rd.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Donald Lenz

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Jean J Lenz  
and I live at N7214 Storey Creek Rd.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Jean Lenz



Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Jody Wilke

and I live at N7249 Stony Creek Rd.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Jody Wilke

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request


To the Jefferson County Board of Supervisors:

My name is Brandon Wilke

and I live at N 7249 Stony Creek Rd.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

  
\_\_\_\_\_

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Willis Erickson

and I live at 7001 Stony Cr. Rd.

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Willis Erickson

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is Elaine Schollmeyer

and I live at N6997 Stony Creek Rd, Waterloo, WI

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

Elaine Schollmeyer

In this Country, people are supposed to have "Equal Opportunitise" so why???

Another thing, it "used to be" when new families moved into your neighborhood, you welcomed them & helped them!!

Come on, lets help them - Not turn our backs on them!

Also, it isn't as if they are running their business at their home, the only want to use their sheds for storage!

Jefferson County Board of Supervisors  
Jefferson County Courthouse  
311 S. Center Avenue, Room 205  
Jefferson, WI 53549

RE: Philip and Sandra Bittorf Zoning Amendment Request

To the Jefferson County Board of Supervisors:

My name is John Schollmeyer  
and I live at N6997 Stoney Creek Rd., Waterloo

I live near Philip and Sandra Bittorf and know about their business Mid-State Traffic Control. I fully support their request to re-zone their property from A-1 Exclusive Agriculture to A-2 Agricultural and Rural Business so that they can store their contractor materials and equipment at their property. The Town Board of Lake Mills, where the Bittorfs live, voted unanimously to approve the re-zoning request. I ask that you do the same.

Sincerely,

John Schollmeyer

**ORDINANCE NO. 2015-\_\_**

**Amend Zoning Ordinance (Re: Bittorf)**

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the official zoning map of Jefferson County, and

WHEREAS, Petition R3829A-15 was referred to the Jefferson County Planning and Zoning Committee for public hearing on September 17, 2015, 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 grant Petition R3829A-15 and that the following change shall be allowed:

**FROM A-1, EXCLUSIVE AGRICULTURAL TO A-2, AGRICULTURAL  
AND RURAL BUSINESS**




Rezone 3.2 acres of PIN 018-0713-0614-000 (40 acres) at **N7103 Stoney Creek Road** in the Town of Lake Mills. R3829A-15 – Philip & Sandra Bittorf

Ayes\_\_\_\_ Noes\_\_\_\_ Abstain\_\_\_\_ Absent\_\_\_\_ Vacant\_\_\_\_

Requested by  
Planning & Zoning Committee

12-08-15

Deb Magritz: 12-01-15

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 

## ORDINANCE NO. 2015-\_\_\_\_

**Amending Board Rule 3.03(8) and (9) regarding time for all resolutions,  
ordinances, petitions, reports and communications to be filed with the County  
Administrator for County Board attention**

Executive Summary

Current County Board of Supervisors Rules of Order 2014-2016 require resolutions, ordinances petitions and other matters of business requiring the attention of the County Board to be submitted to the County Administrator not later than noon on the Wednesday preceding a board meeting. This resolution changes the submission date of resolutions, ordinances petitions and other matters of business requiring the attention of the County Board to not later than noon on Monday of the week preceding a board meeting. This change is to ensure that all County Board Supervisors receive their County Board packets before the County Board meeting with sufficient to review the Board packet.

\_\_\_\_\_

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

Section 1. Board of Supervisors Rules of Order 2014-2016, Section 3.03(8) and (9) shall be amended as follows:

**3.03 BOARD PROCEDURE.**

\*\*\*

(8) All resolutions, ordinances, petitions and reports presented to the Board shall be in writing, sponsored by a board member or committee and filed in the office of the County Administrator not later than noon on ~~the Wednesday~~ Monday of the week preceding a board meeting. Each resolution submitted for consideration shall have a fiscal note. Motions to reconsider may be brought at the next succeeding meeting only if notice of the motion is filed in the office of the County Administrator not later than noon on the ~~Wednesday~~ Monday of the week preceding the board meeting. Proposed ordinances shall be reviewed by the Corporation Counsel for proper form and legality before being submitted to the Board. Resolutions and ordinances not introduced by a committee shall be referred to an appropriate committee by the Chairperson. A resolution or ordinance referred to a committee pursuant to this paragraph may be placed on the County Board agenda for further action upon the written request of five (5) County Board members which shall be submitted to the Chairperson not sooner than sixty (60) days after referral of the item to the committee. Such items shall then be placed on the next regular County Board agenda subject to any statutory requirements or other limitations. [Am. 06/10/03, Ord. 2003-03]

The sponsor of a major new resolution or ordinance or major revision of an existing resolution or ordinance shall prepare a written report or memorandum explaining the significant features of the proposed legislation, including the contemplated changes. Such written report or memorandum shall be mailed to board members as part of the agenda, but unless specifically ordered by the Board such reports or memoranda shall not be printed in the board proceedings.

(9) Any person having a matter of business requiring the attention of the County Board may present such matter to the Board by delivering a written communication to the County Clerk, County Board Chairperson or County Administrator by noon on the ~~Wednesday~~ Monday ~~of the week~~ preceding the next County Board meeting. The County Board Chairperson may, at his/her discretion, allow persons to be placed on the agenda to address the Board. Signed communications not presented personally to the Board shall be preserved by the County Clerk and shall be presented to the County Board as a communication at the next regular board meeting. Unsigned communications shall be referred to the Administration & Rules Committee. Communications may be referred by the Board, the Chair or the Administration & Rules Committee to an appropriate committee for study and attention. If feasible, such committee shall arrange to meet with the author of the communication. Such committee shall thereafter report back to the County Board in the usual manner and shall recommend what action, if any, should be taken by the County Board with reference to such communication. The Clerk may acknowledge receipt of communications by return mail. [am. 5/11/10, Ord. 2010-06]

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

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_ Vacant \_\_\_\_\_

NOTE: Section 3.09 of the County Board rules provides that amendments to the rules shall be made by 2/3 vote. Proposed amendments shall be introduced at one session of the Board and laid over until the next session before action is taken, unless the Board waives laying it over by unanimous vote.

Requested by  
Administration & Rules Committee

12-08-15

J. Blair Ward: 12-02-15

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 



## RESOLUTION NO. 2015-\_\_\_\_\_

**Supporting New Social Security Supplemental Security Income (SSI) Asset Limits and  
Implementation of the Achieving a Better Life Act**

Executive Summary

Supplemental Security Income (SSI) is a Federal and State income supplement program funded by general tax revenues (*not* Social Security taxes) which are designed to help aged, blind, and disabled people, who have little or no income. According to data collected by the Social Security Administration, there are 969 SSI recipients in Jefferson County as of December 2014. SSI program eligibility is limited to anyone who is 65 and over, blind or disabled, has limited income and is a US citizen. The SSI asset limit of SSI recipients was set in 1989 and has never been adjusted. The current asset level limit reduces employment and savings options for recipients due to the risk of losing Medicaid for health care coverage. As a result, SSI recipients' ability to save for post-secondary education, homeownership, and retirement can be limited. This resolution supports the implementation of the ABLE Act to reform the SSI asset limits in Wisconsin which will allow SSI recipients to save up to \$14,000 per year, up to \$100,000, in tax-advantaged savings accounts that will not affect their eligibility for Medicaid, Wisconsin Long Term Programs and other public benefits.

---

WHEREAS, Supplemental Security Income (SSI) is a Federal and State income supplement program funded by general tax revenues (*not* Social Security taxes), and

WHEREAS, the SSI program is designed to help aged, blind, and disabled people, who have little or no income, and

WHEREAS, the SSI program provides cash to meet basic needs for food, clothing and shelter, and

WHEREAS, the SSI program eligibility requirements are as follows:

- Anyone who is 65 and over, blind or disabled.
- Has limited income, resources, and is a US citizen or national, and

WHEREAS, the SSI program asset limits are as follows:

- Individual/Child is \$2,000/month.
- Couple is \$3,000/month, and

WHEREAS, the SSI asset limit was set in 1989 and has never been adjusted, and

WHEREAS, the asset level limits employment and savings options for recipients due to risk of losing Medicaid for health care coverage, and

WHEREAS, the SSI asset limits can prevent SSI recipients from saving for post-secondary education, homeownership, and retirement, and

WHEREAS, according to data collected by the Social Security Administration, there are 969 SSI recipients in Jefferson County as of December 2014, and

WHEREAS, in December of 2014, the Achieving a Better Life Experience (ABLE) Act was passed at the Federal level, and

WHEREAS, the ABLE Act allows individuals whose disability manifests before the age of 26 to be eligible to set up ABLE accounts that are tax-advantaged savings accounts where they can save up to \$14,000 per year, up to \$100,000, which will not affect their eligibility for Medicaid, Wisconsin Long Term Programs and other public benefits, and

WHEREAS, each state is responsible for establishing and operating an ABLE program, and

WHEREAS, this resolution is supported by the Council on Aging and Disabilities and the Jefferson County Health and Human Services Board.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors supports the implementation of the ABLE Act to reform the SSI asset limits in Wisconsin as soon as practicable.

BE IT FURTHER RESOLVED that the Jefferson County Clerk be directed to forward a copy of this resolution to the Governor of the State of Wisconsin, the Wisconsin Counties Association, Disability Rights Wisconsin and Jefferson County's State Legislative Representatives.

*Fiscal Note: This resolution will have no fiscal impact.*

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_ Vacant \_\_\_\_\_

Requested by  
Administration and Rules Committee

12-08-15

J. Blair Ward: 12-01-15

REVIEWED: Administrator ; Corp Counsel ; Finance Director 

**RESOLUTION NO. 2015-\_\_\_\_****Amending Public Records Law**Executive Summary

The Wisconsin Public Records law exempts from coverage certain employee personnel records, such as an employee's home address, home electronic mail address, home telephone number, social security number, performance evaluations, the employer's thoughts on future salary adjustment, promotions and job assignments. However, the term employee does not include the holder of a "local public office" which is defined to include the head of a department, agency or division of a local governmental unit. As a result, the social security number, performance evaluations and other data that is exempt from release under the law for an "employee" of a local governmental unit is not exempt for division and department heads. There is no valid reason that social security numbers, performance evaluations and other information of department heads should not be given the same protection against release as those of other government employees. This resolution supports the Wisconsin Legislature updating the Public Records law by amending the term employee to include individuals holding local public office.

---

WHEREAS, the Wisconsin Public law makes clear that it is to be broadly construed in favor of the release of records and that exemptions to the law are to be narrowly construed (Wis. Stat. §19.31), and

WHEREAS, the Wisconsin Public Records law at §19.36(10) exempts from coverage under the law certain employee personnel records, such as an employee's home address, home electronic mail address, home telephone number, social security number, performance evaluations, the employer's thoughts on future salary adjustment, promotions, job assignments, and

WHEREAS, pursuant to the definitions used in the Wisconsin Public Records law, the term employee does not include the holder of a "local public office" which is defined to include the head of a department, agency or division of a local governmental unit, consequently, the social security number, performance evaluations and other data that is exempt from release under the law for an "employee" of a local governmental unit is not exempt for division and department heads [Wis. Stats §19.32(1bg) and (1dm)], and

WHEREAS, there is no valid reason that social security numbers, performance evaluations and other information of department heads should not be given the same protection against release as those of other government employees which are generally exempt from release under the public records law.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors supports the Wisconsin Legislature updating the Public Records law by amending section 19.36 limitations upon access and withholding, at section (10), Employee Personnel Records, by adding the following language: "Within this section, the term "employee" includes individuals holding local public office."

BE IT FURTHER RESOLVED that the Jefferson County Clerk be directed to forward a copy of this resolution to the Governor of the State of Wisconsin, the Wisconsin Counties Association and Jefferson County's Legislative Representatives.

*Fiscal Note: This resolution will have no fiscal impact.*

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_ Vacant \_\_\_\_\_

Requested by  
Administration and Rules Committee

12-08-15

J. Blair Ward: 12-01-15

REVIEWED: Administrator ; Corp Counsel ; Finance Director 

**RESOLUTION NO. 2015-\_\_\_\_\_****Resolution Opposing Senate Bill 326/Assembly Bill 429 requiring Human Services to refer all cases of suspected or threatened child abuse or neglect to law enforcement**Executive Summary

Current law requires child welfare agencies to refer all reports of suspected or threatened sexual abuse of a child to law enforcement agencies within 12 hours, exclusive of Saturdays, Sundays, or legal holidays. Assembly Bill 429 requires all abuse and neglect referrals to be reported to law enforcement “as soon as practicable, but no later than 12 hours, after receiving a report...” Most county child welfare agencies have an excellent relationship with their local law enforcement agencies. Many counties, in fact, have an MOU in place with their local law enforcement agencies governing the types of cases child welfare refers to law enforcement. The concern with the pending legislation is that it will have unintended consequences for child welfare and law enforcement agencies by increasing workloads and not allowing for prioritization of the most egregious reports.

---

WHEREAS, Senate Bill 326/Assembly Bill 429 have been introduced by Senator Robert Cowles and Representative John Macco, and

WHEREAS, the bills relate to the referral of cases of suspected or threatened child abuse or neglect to the sheriff or police department, coordination of the investigation of those cases, and referral of those cases to the district attorney for criminal prosecution, and

WHEREAS, the bills, on their face, may appear favorable, but actually compromise child welfare best practice, and

WHEREAS, even though the legislation impacts child welfare practice, the state Department of Children and Families, Office of Children’s Mental Health, county child welfare agencies, and child advocacy organizations were not consulted on the legislation, and

WHEREAS, concerns with the proposed legislation include the following:

- Law enforcement involvement in all child welfare cases negatively impacts the opportunity for alternative responses, community responses and other voluntary services to be provided to families;
- The proposed legislation is in sharp contrast to evidence-based practice;
- The proposed legislation requires child welfare agencies to “coordinate in the planning and execution of the investigation” in all cases, including screened out cases in which the child welfare agency lacks statutory authority to act;
- The proposed legislation requires all reports to be referred to law enforcement within 12 hours, allowing for no prioritization of cases;

- The implementation of the legislation has not been thought through, especially when it comes to confidentiality, jurisdictional issues, and the philosophical differences between law enforcement and child welfare agencies, and

WHEREAS, counties and law enforcement in most jurisdictions have a positive working relationship and have entered into Memorandums of Understanding with regard to how local agencies will respond to reports of child abuse and neglect, and

WHEREAS, counties have requested that the proponents of the legislation bring all parties impacted by the legislation together to gain an understanding of the others' needs, and

WHEREAS, counties believe a compromise on the legislation can be negotiated; however, such a meeting has yet to take place.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors does hereby oppose Senate Bill 326/Assembly Bill 429 and supports a meeting of all interested parties to discuss this proposed legislation in greater detail.

BE IT FURTHER RESOLVED that the Jefferson County Clerk be directed to forward a copy of this resolution to the Governor of the State of Wisconsin, the Wisconsin Counties Association and Jefferson County's Legislative Representatives.

*Fiscal Note: This resolution will have no fiscal impact.*

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_ Vacant \_\_\_\_\_

Requested by  
Administration & Rules Committee

12-08-15

J. Blair Ward: 12-01-15

REVIEWED: Administrator *[Signature]*; Corp. Counsel *[Signature]*; Finance Director *[Signature]*

## RESOLUTION NO. 2015-\_\_

**Entering into contracts for court appointed Guardian ad Litem and adversary legal counsel services**Executive Summary

During the course of the past year, Jefferson County Courts have determined that in order to reduce costs incurred for court appointed attorneys, it is necessary for the County to enter into annual contracts with attorneys to handle particular cases serving as a Guardian ad Litem (GAL) or adversary counsel for a fixed annual cost. These cases include providing Guardian ad Litem and adversary legal counsel services for parties in guardianships, protective placements, restraining order/injunctions, estate matters, paternity, family, children in need of protection/services (CHIPS), termination of parental rights (TPR) and other miscellaneous matters as required by the court. This resolution will authorize the County to enter into contracts for these services according to the attached terms and conditions.

WHEREAS, during the course of the past year, the Jefferson County Courts have determined that in order to reduce costs incurred for court appointed attorneys, it is necessary for the County to enter into annual contracts with attorneys to handle particular cases serving as a Guardian ad Litem (GAL) or adversary counsel for a fixed annual cost, and

WHEREAS, these cases include providing GAL and adversary legal counsel services for parties in cases such as guardianships, protective placements, restraining order/injunctions, estate matters, paternity, family, children in need of protection/services (CHIPS), termination of parental rights (TPR) and other miscellaneous matters as required by the court, and

WHEREAS, entering into annual contracts for a fixed dollar amount with attorneys to provide court appointed legal services will result in reduced costs to the County, and

WHEREAS, this resolution will authorize the County to enter into contracts for these services according to the attached terms and conditions.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Administrator is hereby authorized to enter into annual contracts with attorneys for a fixed dollar amount to provide court appointed legal services in conjunction with the Jefferson County Judges and Clerk of Courts.

*Fiscal Note: Funding has been included in the 2016 Clerk of Courts budget and will continue to be funded in subsequent years.*

Ayes\_\_\_\_\_ Noes\_\_\_\_\_ Abstain\_\_\_\_\_ Absent\_\_\_\_\_ Vacant\_\_\_\_\_

Requested by  
Administration & Rules Committee

12-08-15

J. Blair Ward: 12-02-15

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 

**JEFFERSON COUNTY CIRCUIT COURT  
PROFESSIONAL SERVICES CONTRACT  
FOR GUARDIAN AD LITEM and ADVERSARY LEGAL COUNSEL SERVICES  
in Chapter 51/54/55, Chapter 813 and other miscellaneous probate  
matters**

**THIS CONTRACT** is made and entered into as of (date) by and between Jefferson County, a quasi-municipal corporation (the County) by the Clerk of Circuit Court, Carla Robinson and (Atty. name) (Contractor) with a social security number/FEIN of ( ) and an address of ( ).

**WHEREAS**, (Contractor) is a consultant licensed to practice law in the State of Wisconsin and possesses considerable experience in providing Guardian *ad Litem* (GAL) and adversary legal counsel services; and

**WHEREAS**, the County is interested in obtaining the consulting services of a GAL/adversary legal counsel in order to provide GAL and adversary legal counsel services for parties in Guardianship, Protective Placement, Restraining Order/Injunctions, Estate matters and other miscellaneous matters as required by the court.

**NOW, THEREFORE**, in consideration of the promises, terms and conditions hereof, the County and Contractor agree as follows:

**Terms of /Contract:**

- 1) **ATTORNEY NOT FIRM:** Contract is in the name of the attorney, not the law firm with which the contractor may be associated or employed. If an attorney leaves a firm, the contract follows the attorney, unless he/she resigns from the contract by mutual agreement of the Contractor and the circuit court.

The contract is for two years unless otherwise terminated by the circuit court or upon mutual agreement of the circuit court and the Contractor (see termination provision below).

More than one attorney in a firm may be awarded a contract.

- 2) **FEES:** Monthly payment of \$1,500.00 (\$18,000.00 per year) per Contractor. In addition the Contractor shall be reimbursed for:
  - a. Retention of investigative or expert services, including associated travel time and mileage, with prior approval of the court and with reimbursement obligations established by the court.
  - b. Reasonable mileage at the IRS rate. Reasonable mileage **does not** include mileage to and from the courthouse.
  - c. Photocopy costs if the Contractor incurs photo copy costs on any one case that exceeds five dollars (\$5.00). Copies of the assigned court file (unless an e-filed case) will be provided to the GAL upon appointment at no cost.
  - d. Long distance telephone calls. All calls must be itemized and documented as follows: Individual calls in the amount of five dollars (\$5.00) or more, and long



distance calls on any one (1) case in the amount of twenty five dollars (\$25.00) or more.

- e. Certified or express mail costs which must be accompanied by a receipt if the total cost per mailing is five dollars (\$5.00) or more.
- f. Transcript preparation fees **with prior approval of the court, and with the agreement of the party/parties to promptly pay the same.**
- g. Service of process and witness fees **with prior approval of the court.**
- h. Any other reasonable expenses related to a case appointment **with prior approval of the court.**
- i. An increased case assignment due to termination of another contractor or special circumstances in the discretion of the assigned judge.

- 3) **CASE ASSIGNMENT:** If a case which is the type of case covered by this contract is being handled by Contractor pursuant to a Court appointment at the commencement of this contract, Guardian ad Litem and/or adversary legal counsel services shall continue by Contractor under the terms of this contract and all work performed on such case shall be paid pursuant to the terms of this contract commencing on the effective date hereof unless the Court specifically orders otherwise. The Contractor under this contract is assigned 50% of the annual GAL/adversary counsel case work for Guardianship/Protective Placement/ TRO/ Injunction/ Estates and miscellaneous matters in cases where the county pays (either due to indigence or partial indigence) on a rotating basis as follows (by date of appointment, not date of hearing):

1 (Contractor name) – contract term: \_\_\_\_\_ through \_\_\_\_\_ assigned all new GAL appointments for the cases described above in January, March, May, July, September, and November. Assigned Adversary Counsel in any of the above described matters in February, April, June, August, October and December.

2 (Contractor name) – contract term: \_\_\_\_\_ through \_\_\_\_\_ assigned all new Adversary appointments for the cases described above in January, March, May, July, September, and November. Assigned all GAL appointments in any of the above described matters in February, April, June, August, October and December.

- 4) **CONSOLIDATED SERVICES:** It is the intent that a single contractor be assigned matters that cross over between probate/civil or other courts. Therefore, a contractor that has a current assignment for a party will be assigned additional cases for that party even if outside the scope of that contractor's appointment type for the month (i.e.: currently assigned to a guardianship case and a new TRO case is filed in the same month for the same person).
- 5) **CONFLICT:** All Contractors must perform their own "conflict checks" and if there is a conflict, the Contractor shall notify the clerk in writing, and the clerk shall assign the case to another contract attorney. If all contract GAL/adversary counsel are unable to accept a particular appointment due to conflict of interest or personal conflict, the court will appoint an independent GAL/adversary counsel at the rate of \$70 per hour. If the Contractor becomes aware that a party in a newly assigned matter has a pending matter assigned to another contract GAL/adversary counsel, the Contractor shall notify the clerk who will reassign the case accordingly. The clerk will balance assignments made outside the standard contract due to conflict.

- 6) **STATEMENT OF HOURS:** Contractor must provide a *Statement of Actual Hours* in each case. The Statement shall be filed at least quarterly and within 10 days following the final hearing if appointment is not continued. Each monthly/final Statement of Actual Hours shall contain: date(s) of service, case number and name, service provided and time spent. The County prohibits any and all forms of double billing of GAL/adversary counsel time. Double billing includes situations where the GAL/adversary counsel bills the same period of time for more than one court case number.
- 7) **DURATION OF APPOINTMENT:** The Contractor's appointment to perform services on a case is complete at the final hearing on the matter for which appointed, unless otherwise extended by the court/statute. A de novo from a commissioner's order continues the appointment. The Contractor shall not include in any statement of hours, time incurred after the final hearing on the matter unless specifically authorized by the court/statute.
- 8) **LIABILITY INSURANCE:** Upon entering into this Contract, the Contractor shall file with the Jefferson County Clerk proof of liability insurance to insure against any claim for malpractice, injury or damage to persons or property that may be caused by the Contractor in the performance of his/her obligations under this Contract and must maintain said insurance for the duration of the contract.
- 9) **LICENSURE/TRAINING:** Contractors must maintain licensure with the Wisconsin state bar and meet all Supreme Court Rules related to training for GALs and/or adversary counsel. Failure to maintain licensure or meet SCR requirements will result in immediate termination of the contract.
- 10) **E-FILED CASES:** Contractors are required to "opt-in" to any case that is e-filed/converted to e-filed status. (Currently this is only available in FA/PA cases). Paper documents will not be provided.
- 11) **END OF CONTRACT/TERMINATION OF CONTRACT:**
- a. At the end of the two year contract period, this contract automatically renews for a two year period unless specifically terminated by either party.
    - I. If a Contractor does NOT want to renew the contract, the Contractor must submit notification in writing to the Clerk of Court at least 60 days prior to the end of the contract. A Contractor that elects not to renew the contract is required to complete any case assigned to him/her prior to the end of the contract. If the Contractor indicates to the court that the work cannot be completed prior to the termination of the contract, the court will determine whether to appoint the Contractor outside the contract at the \$70.00 per hour SCR rate to complete the matter, or to assign the matter to another contract GAL/adversary counsel.
    - II. The Clerk of Court may upon the advice and consent of the Jefferson County Presiding Judge and County Administrator, and upon 60 days prior written notice to the Contractor for any reason, elect not to renew the services provided by the Contractor under this Contract. Any pending matters assigned to the Contractor whose contract is not renewed will be reassigned



- 15) VACATION/ABSENCE:** Contractor shall make arrangements with another contract attorney to cover appointments during any vacation/absence. Contractors shall ensure that no more than two (2) of the contract attorneys are absent/on vacation at the same time. Contract attorneys shall balance the absence/vacation requests with the other contract attorneys. If a Contractor, due to emergency, illness, etc. is unable to take appointments for an extended period of time, the Contractor is to immediately notify the Clerk of Court and a temporary adjustment to the Case Assignment schedule will be made.
- 16) WARRANTY:** By entering into a Contract with Jefferson County, the contractor warrants that the services provided shall be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the services rendered and that any materials, equipment and goods furnished shall be free of defects.
- 17) TAXES:** The Contractor is responsible for all applicable taxes. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Contractor, or any employees of the Contractor. Upon acceptance of a contract the Contractor shall provide the Jefferson County Finance Department with a federal employer identification or social security number to allow for proper reporting to federal tax authorities.
- 18) BENEFITS:** The Contractor is not eligible for health, dental retirement or other benefits offered by the County with respect to services provided pursuant to this Contract.
- 19) GENERAL PROVISIONS:**
- a. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin.
  - b. Invalid Provisions: If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provisions shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.
  - c. Binding Effect: This Contract shall extend to and be binding upon and inure to the benefit of the parties hereto.
  - d. Entire Agreement: This Contract sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by Jefferson County and Contractor.
  - e. Execution: This Contract may be executed in one or more counterparts, each of which shall be considered an original and all of which taken together shall be considered one and the same instrument. A facsimile signature will have the same legally binding effect as an original signature.

**20) OTHER:** The County reserves the right to terminate this Contract at the end of any calendar year if the County Board of Supervisors fails to provide funding for any ensuing year.

**CONTRACT FOR GUARDIAN *AD LITEM* and ADVERSARY LEGAL COUNSEL SERVICES  
SIGNATURE PAGE**

**Jefferson County**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carla J. Robinson, Clerk of Courts

**Court Review and Approval:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. Randy R. Koschnick – Br 4

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. William F. Hue – Br 2

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. Jennifer L. Weston – Br 1

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. David J. Wambach – Br 3

**Corporation Counsel  
Approved as to Form:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
J. Blair Ward, Corporation Counsel

**County Administrator  
Review and Approval on Behalf of Jefferson County:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Benjamin Wehmeier, County Administrator

**Acceptance by Contractor:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**JEFFERSON COUNTY CIRCUIT COURT  
PROFESSIONAL SERVICES CONTRACT  
FOR GUARDIAN *AD LITEM* and ADVERSARY LEGAL COUNSEL SERVICES  
in Chapters 767, 48 and 938 matters.**

**THIS CONTRACT** is made and entered into as of (date) by and between Jefferson County, a quasi - municipal corporation (the County) by the Clerk of Circuit Court, Carla Robinson and (Atty. name) (Contractor) with a social security number/FEIN of ( ) and an address of ( ).

**WHEREAS**, (Contractor) is a consultant licensed to practice law in the State of Wisconsin and possesses considerable experience in providing Guardian *ad Litem* (GAL) and adversary legal counsel services; and

**WHEREAS**, the County is interested in obtaining the consulting services of a GAL/adversary legal counsel in order to provide GAL and adversary legal counsel services for parties in Family, Paternity, Child in need of Protection/Services (CHIPS), and Termination of Parental Rights (TPR) cases.

**NOW, THEREFORE**, in consideration of the promises, terms and conditions hereof, the County and Contractor agree as follows:

**Terms of /Contract:**

- 1) **ATTORNEY NOT FIRM:** Contract is in the name of the attorney, not the law firm with which the contractor may be associated or employed. If an attorney leaves a firm, the contract follows the attorney, unless he/she resigns from the contract by mutual agreement of the Contractor and the circuit court.

The contract is for two years unless otherwise terminated by the circuit court or upon mutual agreement of the circuit court and the Contractor (see termination provision below).

More than one attorney in a firm may be awarded a contract.

- 2) **FEES:** Monthly payment of \$3,333.33 (\$40,000.00 per year) per Contractor. In addition the Contractor shall be reimbursed for:
  - a. Retention of investigative or expert services, including associated travel time and mileage, **with prior approval of the court and with reimbursement obligations established by the court.**
  - b. Reasonable mileage at the IRS rate. Reasonable mileage **does not** include mileage to and from the courthouse.
  - c. Photocopy costs if the Contractor incurs photo copy costs on any one case that exceeds five dollars (\$5.00). Copies of the assigned court file (unless an e-filed case) will be provided to the GAL upon appointment at no cost.
  - d. Long distance telephone calls. All calls must be itemized and documented as follows: Individual calls in the amount of five dollars (\$5.00) or more, and long distance calls on any one (1) case in the amount of twenty five dollars (\$25.00) or more.
  - e. Certified or express mail costs which must be accompanied by a receipt if the total cost per mailing is five dollars (\$5.00) or more.

- f. Transcript preparation fees **with prior approval of the court, and with the agreement of the party/parties to promptly pay the same.**
- g. Service of process and witness fees **with prior approval of the court.**
- h. Any other reasonable expenses related to a case appointment **with prior approval of the court.**
- i. An increased case assignment due to termination of another contractor or special circumstances in the discretion of the assigned judge.

3) **CASE ASSIGNMENT:** If a case which is the type of case covered by this contract is being handled by Contractor pursuant to a Court appointment at the commencement of this contract, Guardian ad Litem and/or adversary legal counsel services shall continue by Contractor under the terms of this contract and all work performed on such case shall be paid pursuant to the terms of this contract commencing on the effective date hereof unless the Court specifically orders otherwise. The Contractor under this contract is assigned approximately 25% of the annual GAL/adversary counsel case work for Family Court (FA/PA) CHIPS (JC) TPR (TP) cases where the county pays (either due to indigence or partial indigence of the client) on a rotating basis as follows (by date of appointment, not date of hearing):

1 (Contractor name) – contract term: \_\_\_\_\_ through \_\_\_\_\_ assigned all new FAMILY Court (FA/PA) appointments for March, July and November; assigned all GAL appointments for CHiPs/TPR actions in April, August and December; assigned Adversary counsel appointments for January, May and September.

2 (Contractor name) – contract term: \_\_\_\_\_ through \_\_\_\_\_ assigned all new FAMILY Court (FA/PA) appointments for February, June and October; assigned all GAL appointments for CHiPs/TPR actions in March, July and November; assigned Adversary counsel appointments for April, August and December.

3 (Contractor name) – contract term: \_\_\_\_\_ through \_\_\_\_\_ assigned all new FAMILY Court (FA/PA) appointments for January, May and September; assigned all GAL appointments for CHiPs/TPR actions in February, June and October; assigned Adversary counsel appointments for March, July and November.

4 (Contractor name) – contract term: \_\_\_\_\_ through \_\_\_\_\_ assigned all new FAMILY Court (FA/PA) appointments for April, August and December; assigned all GAL appointments for CHiPs/TPR actions in January, May and September; assigned Adversary counsel appointments for February, June and October.

4) **CONSOLIDATED SERVICES:** It is the intent that a single contractor be assigned matters that cross over between family and juvenile court. Therefore, a contractor that has a current assignment for a party will be assigned additional cases for that party even if outside the scope of that contractor's appointment type for the month. (i.e.: currently assigned to a family case and a new CHiPs case is filed in the same month for a child in the family action)

5) **CONFLICT:** All Contractors must perform their own "conflict checks" and if there is a conflict, the Contractor shall notify the clerk in writing, and the clerk shall assign the case to another contract attorney. If all contract GAL/adversary counsel are unable to accept a particular appointment due to conflict of interest or personal conflict, the court will appoint

an independent GAL/adversary counsel at the rate of \$70 per hour. If the Contractor becomes aware that a party in a newly assigned matter has a pending matter assigned to another contract GAL/adversary counsel, the Contractor shall notify the clerk who will reassign the case accordingly. The clerk will balance assignments made outside the standard contract due to conflict.

- 6) **STATEMENT OF HOURS:** Contractor must provide a *Statement of Actual Hours* in each case. The Statement shall be filed at least quarterly and within 10 days following the final hearing if appointment is not continued. Each monthly/final Statement of Actual Hours shall contain: date(s) of service, case number and name, service provided and time spent. The County prohibits any and all forms of double billing of GAL/adversary counsel time. Double billing includes situations where the GAL/adversary counsel bills the same period of time for more than one court case number.
- 7) **DURATION OF APPOINTMENT:** The Contractor's appointment to perform services on a case is complete at the final hearing on the matter for which appointed, unless otherwise extended by the court/statute. A de novo from a commissioner's order continues the appointment. The Contractor shall not include in any statement of hours, time incurred after the final hearing on the matter unless specifically authorized by the court/statute.
- 8) **LIABILITY INSURANCE:** Upon entering into this Contract, the Contractor shall file with the Jefferson County Clerk proof of liability insurance to insure against any claim for malpractice, injury or damage to persons or property that may be caused by the Contractor in the performance of his/her obligations under this Contract and must maintain said insurance for the duration of the contract.
- 9) **LICENSURE/TRAINING:** Contractors must maintain licensure with the Wisconsin state bar and meet all Supreme Court Rules related to training for GALs and/or adversary counsel. Failure to maintain licensure or meet SCR requirements will result in immediate termination of the contract.
- 10) **E-FILED CASES:** Contractors are required to "opt-in" to any case that is e-filed/converted to e-filed status. (Currently this is only available in FA/PA cases). Paper documents will not be provided.
- 11) **END OF CONTRACT/TERMINATION OF CONTRACT:**
  - a. At the end of the two year contract period, this contract automatically renews for a two year period unless specifically terminated by either party.
    - i. If a Contractor does NOT want to renew the contract, the Contractor must submit notification in writing to the Clerk of Court at least 60 days prior to the end of the contract. A Contractor that elects not to renew the contract is required to complete any case assigned to him/her prior to the end of the contract. If the Contractor indicates to the court that the work cannot be completed prior to the termination of the contract, the court will determine whether to appoint the Contractor outside the contract at the \$70.00 per hour SCR rate to complete the matter, or to assign the matter to another contract GAL/adversary counsel.



- II. The Clerk of Court may upon the advice and consent of the Jefferson County Presiding Judge and County Administrator, and upon 60 days prior written notice to the Contractor for any reason, elect not to renew the services provided by the Contractor under this Contract. Any pending matters assigned to the Contractor whose contract is not renewed will be reassigned to another contract GAL/adversary counsel at the end of the contract period.

b. Services may be terminated at any time as follows:

- I. The Contractor may upon 60 days written notice to the Clerk of Court, for any reason elect to terminate this Contract. Any pending matters will be assigned to another contract GAL/adversary counsel for completion if not completed by the Contractor at the end of the 60 day period.
- II. The Clerk of Courts may, upon the advice and consent of the Jefferson County Presiding Judge and County Administrator, and upon prior written notice to the Contractor, for any reason, elect to terminate the services provided by the Contractor under this Contract forthwith. Pending matters assigned to a terminated Contractor will immediately be reassigned to another contract GAL/adversary re counsel.

12) **DISPUTE RESOLUTION:** The parties agree that all disputes arising under this Contract shall be resolved by resort to binding arbitration using retired Waukesha Co. Judge Robert Mawdsley or any other retired judge agreed to by the parties as arbitrator. Each party shall bear its own costs of the arbitration, and shall pay one half of the arbitrator's fee.

13) **NOTICES:** Any Notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed as follows:

If to the County                      Jefferson County Clerk of Courts  
311 S. Center Ave  
Jefferson, WI 53549

With a copy to:                      Jefferson County Administrator  
311 S. Center Ave  
Jefferson, WI 53549

If to Contractor:

Either party may change its address by giving notice thereof in accordance with the terms of this paragraph.

14) **DUTIES AND RESPONSIBILITIES:** Contractor is required to:

- a. Contact the Attorneys and pro se parties as soon as possible after appointment;
- b. Contact Child/Children/ward, etc. as soon as possible after appointment;
- c. Interview pro se parties and those parties whose attorneys consent to interview;
- d. In CHIPS/TPR actions: Notify the Department of Human Services Child Protective Services supervisor as soon as possible after appointment;
- e. Attend all hearings;

- f. Abide by all requirements and duties set forth in the Wisconsin Statutes for GAL/*adversary counsel*;
- g. Complete all matters timely and efficiently.

15) **VACATION/ABSENCE:** Contractor shall make arrangements with another contract attorney to cover appointments during any vacation/absence. Contractors shall ensure that no more than two (2) of the contract attorneys are absent/on vacation at the same time. Contract attorneys shall balance the absence/vacation requests with the other contract attorneys. If a Contractor, due to emergency, illness, etc. is unable to take appointments for an extended period of time, the Contractor is to immediately notify the Clerk of Court and a temporary adjustment to the Case Assignment schedule will be made.

16) **WARRANTY:** By entering into a Contract with Jefferson County, the contractor warrants that the services provided shall be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the services rendered and that any materials, equipment and goods furnished shall be free of defects.

17) **TAXES:** The Contractor is responsible for all applicable taxes. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Contractor, or any employees of the Contractor. Upon acceptance of a contract the Contractor shall provide the Jefferson County Finance Department with a federal employer identification or social security number to allow for proper reporting to federal tax authorities.

18) **BENEFITS:** The Contractor is not eligible for health, dental retirement or other benefits offered by the County with respect to services provided pursuant to this Contract.

19) **GENERAL PROVISIONS:**

- a. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- b. Invalid Provisions: If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provisions shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.
- c. Binding Effect: This Contract shall extend to and be binding upon and inure to the benefit of the parties hereto.
- d. Entire Agreement: This Contract sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by Jefferson County and Contractor.
- e. Execution: This Contract may be executed in one or more counterparts, each of which shall be considered an original and all of which taken together shall be considered one

and the same instrument. A facsimile signature will have the same legally binding effect as an original signature.

20) **OTHER:** The County reserves the right to terminate this Contract at the end of any calendar year if the County Board of Supervisors fails to provide funding for any ensuing year.

CONTRACT FOR GUARDIAN *AD LITEM* and ADVERSARY LEGAL COUNSEL SERVICES  
SIGNATURE PAGE

Jefferson County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Carla J. Robinson, Clerk of Courts

Court Review and Approval:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. Randy R. Koschnick – Br 4

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. William F. Hue – Br 2

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. Jennifer L. Weston – Br 1

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. David J. Wambach – Br 3

Corporation Counsel  
Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
J. Blair Ward, Corporation Counsel

County Administrator  
Review and Approval on Behalf of Jefferson County:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Benjamin Wehmeier, County Administrator

Acceptance by Contractor:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION NO. 2015-\_\_\_\_**

**Accepting Donation of a Perpetual Agricultural Conservation Easement**

Executive Summary

The Jefferson County Comprehensive Plan seeks to preserve the County's agricultural resources by minimizing nonagricultural development of prime agricultural soils. One way to accomplish this is through entering into conservation easements with owners of agricultural land. Thomas and Margaret Burlingham have offered to donate a perpetual agricultural conservation easement to Jefferson County consisting of 38.92 acres of cropland located on Island Road in the Town of Palmyra in Jefferson County. This resolution authorizes accepting the donation of a perpetual agricultural conservation easement from Thomas and Margaret Burlingham.

WHEREAS, the Jefferson County Comprehensive Plan seeks to guide and manage growth and development in the County in a manner that will preserve the rural character, agricultural base and natural resources of the countryside and contribute to the high quality of life and prosperity of the County's communities, and to specifically preserve the County's agricultural resources by minimizing nonagricultural development of prime agricultural soils, and

WHEREAS, one way to accomplish this is through entering into conservation easements with owners of agricultural land, and

WHEREAS, Thomas and Margaret Burlingham have offered to donate a perpetual agricultural conservation easement to Jefferson County consisting of 38.92 acres of cropland located on Island Road in the Town of Palmyra in Jefferson County, and

WHEREAS, the offer has been reviewed by the Jefferson County Farmland Conservation Easement Commission, which recommends acceptance of said offer.




NOW, THEREFORE, BE IT RESOLVED that the County Clerk is authorized to execute such documents as are necessary to accept the donation of a perpetual agricultural conservation easement from Thomas and Margaret Burlingham consisting of 38.92 acres of cropland located on Island Road in the Town of Palmyra in Jefferson County, more particularly described as Parcel Identification Number 024-0516-1522-000.

*Fiscal Note: Accepting this donation will have no fiscal impact to Jefferson County.*

Requested by Farmland Conservation Easement Commission

12-08-15

J. Blair Ward: 11-23-15

REVIEWED: Administrator: ; Corp. Counsel: ; Finance Director: 

**RESOLUTION NO. 2015-\_\_****Resolution disallowing the claims of Jason Morris and Daniel W. Kupersmith**

WHEREAS, on September 2, 2015, Jefferson County received a claim from Jason Morris in an estimated amount of \$343.71 for damages to a 1993 Dodge Dakota which was traveling on Highway 12-18 heading west to Cambridge at about 4:15 p.m. on August 27, 2015, when a County dump truck (red) was going East on 12-18 towards Jefferson and a rock came off the truck and hit the Morris vehicle putting a big crack in the windshield, and

WHEREAS, on November 19, 2015, Jefferson County received a claim from Daniel W. Kupersmith in an amount of \$309.67 for a rental car and an estimated amount of \$3,371.31 for damages to a 2013 Nissan Altima which was traveling east on Beryl Drive, Watertown, Wisconsin, at approximately 6:00 p.m. on November 4, 2015, when the front end of Mr. Kupersmith's vehicle struck an unfilled construction ditch. The Jefferson County Highway Department placed "bump" signs and "loose gravel" signs from each direction to warn traffic that the pavement was being worked on.

WHEREAS, said damages are alleged to be the result of negligence of Jefferson County, its agents, officials, officers or employees, and

WHEREAS, Jefferson County's insurance carrier, Wisconsin Municipal Mutual Insurance Company, recommends disallowance of the claims, on the basis that the County is not responsible for the alleged damage.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby disallows said claim and directs the Corporation Counsel to give the claimant notice of disallowance.

*Fiscal Note: This matter has been referred to Wisconsin Municipal Mutual Insurance Company (WMMIC) and will be resolved in accordance with the terms of the County's policy.*

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_ Vacant \_\_\_\_\_

NOTE: The Finance Committee is meeting on December 7, 2015, regarding this matter.

Requested by Finance Committee

12-08-15

Connie Freeberg: 11-24-15

REVIEWED: Administrator: ; Corp. Counsel: ; Finance Director: 

**RESOLUTION NO. 2015-\_\_**

**Terminate insurance coverage with the Local Government Property Insurance Fund (LGPIF)**

Executive Summary

During the course of the past year, County staff has been following various legislative actions related to the Local Government Property Insurance Fund (LGPIF). This initially started when the proposed state biennium budget included the proposal to eliminate the LGPIF. As a result of this proposal, work began on what could be a cost effective alternative for comprehensive insurance coverage for County owned assets such as buildings and equipment.

As the state budget process evolved, the LGPIF ultimately remained as an entity with several changes. One of the more significant changes was the need to increase premiums. In the case of Jefferson County this increase was from \$103,977 to \$167,334 per year. In addition to the premium increase to the County, there are several areas of concerns with the LGPIF. These include the LGPIF ended its fiscal year with a negative fund balance and several proposed pieces of legislation that could impact LGPIF operations. As a result, staff is recommending terminating coverage with the LGPIF and contract with a private insurance carrier at a lower cost.

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WHEREAS, due to legislative changes in the State of Wisconsin, the annual premium payable by Jefferson County to participate in the Local Government Property Insurance Fund (LGPIF) has increased from \$103,977 per year to \$167,334 per year;

WHEREAS, the County is able to purchase private insurance for less than what has been offered by the LGPIF, and

WHEREAS, it is in the best financial interest of Jefferson County to withdraw from the LGPIF and purchase insurance on the private market, and

WHEREAS, pursuant to the requirements of section 605.21(3), Wis. Stats., to withdraw from the Local Government Property Insurance Fund, the local municipality must provide certified notice to LGPIF by majority vote that it has elected to withdraw from the fund.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Board of Supervisors in session this 8<sup>th</sup> day of December 2015, and pursuant to section 605.21(3) of the Wisconsin Statutes, has elected to withdraw from the Local Government Property Insurance Fund effective December 31, 2015, and

BE IT FURTHER RESOLVED that the County Clerk send a certified notice of this resolution to the Local Government Property Insurance Fund and the appropriate forms be completed.




*Fiscal Note: The termination of coverage by this resolution will allow Jefferson County to contract with a private insurance carrier at a lower cost. The current bid for Property and Auto Insurance through the LGPIF was \$167,334 per year. The County was able to find comprehensive coverage through other vendors for \$130,251 per year. Adequate funds are in the 2016 Budget to cover this cost.*

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_ Vacant \_\_\_\_\_

Requested by  
Finance Committee

12-08-15

Ben Wehmeier: 12/1/15

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 

RESOLUTION NO. 2015-\_\_

Select Property Insurance Coverage for 2016

Executive Summary

Due to significantly increasing insurance premiums by the Local Government Property Insurance Fund (LGPIF), the Jefferson County Board of Supervisors elected to withdraw from the Local Government Property Insurance Fund effective December 31, 2015, and purchase insurance through competitive bidding. Jefferson County worked with T.E. Brennan Company in seeking competitive bids for coverage to replace the coverage currently held through the Local Government Property Insurance Fund (LGPIF).

Insurance companies submitting quotes included the LGPIF, Municipal Property Insurance Company (MPIC), Chubb and other private market insurance companies. Based on reviewing these quotes for cost, coverage and ratings, staff is recommending entering into a contract with Chubb for Real and Personal Property; Contractor's Equipment and Monies and Securities, and entering into a contract with Liberty Insurance through Wisconsin Municipal Mutual Insurance Company (WMMIC) for auto coverage.

WHEREAS, after withdrawing from the Local Government Property Insurance Fund (LGPIF) due to significantly increasing insurance premiums, Jefferson County solicited quotes for insurance coverage from various insurance companies, and

WHEREAS, after engaging in due diligence by comparing premium costs of multiple insurance companies, it is evident that Chubb through M3 is the most responsible lowest cost insurance company for Real and Personal Property; Contractor's Equipment and Monies and Securities coverage, and entering into a contract with Liberty Insurance through Wisconsin Municipal Mutual Insurance Company (WMMIC) for auto coverage.

NOW, THEREFORE, BE IT RESOLVED that the County Clerk is authorized to enter into contractors with Chubb through M3 and and Liberty Insurance Company, through Wisconsin Municipal Mutual Insurance Company (WMMIC), to provide insurance coverage to Jefferson County.

BE IT FURTHER RESOLVED that this coverage will be reviewed on an annual basis.

*Fiscal Note: The current bid for Property and Auto Insurance through LGPIF was \$167,334. The County was able to find comprehensive coverage through other vendors for \$130,251. Adequate funds are in the 2016 Budget to cover this cost.*

Ayes \_\_\_\_ Noes \_\_\_\_ Abstain \_\_\_\_ Absent \_\_\_\_ Vacant \_\_\_\_

Requested by  
Finance Committee

12-02-15

J. Blair Ward: 12-02-15

APPROVED: Administrator ; Corp. Counsel ; Finance Director 



**RESOLUTION NO. 2015-\_\_****Authorizing execution of state human services contracts, consortium agreements  
and professional/care provider contracts**Executive Summary

The Jefferson County Human Services Department contracts with state agencies, consortiums and in excess of 100 professional and care providers to fulfill its statutory duties. Each year contracts are renewed and/or updated with additional providers.

WHEREAS, the Jefferson County Human Services Department contracts with several different state agencies, consortiums and in excess of 100 professionals and care providers 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 \$3,566,093, the Department of Children and Families in the anticipated amount of \$1,068,542, the AAA Older American Programs in the anticipated amount of \$354,199, the Department of Transportation in the anticipated amount of \$185,118, the Department of Health Services Division of Long Term Care in the anticipated amount of \$499,017 with anticipated federal funds of \$499,756 for the Aging and Disability Resource Center Grant, Wisconsin Home Energy Assistance Program in the anticipated amount \$194,235, and the Youth Aids contract with the Department of Children & Families for Youth Aid Funds in the anticipated amount of \$773,789, and the Child Care contract in the anticipated amount of \$165,854, and

WHEREAS, the consortium agreement requires Board approval for the State/Federal Income Maintenance Programs through Southern Consortium in the anticipated amount of \$1,354,862, and

WHEREAS, the Department contracts with numerous professional service providers and care providers, usually on an annual basis, as approved by the Human Services Board,

NOW, THEREFORE, BE IT RESOLVED that the Human Services Director or the Administrative Services Division Manager is authorized to execute the state contracts and consortium contract 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, consortiums and pursuant to § 46.23(6m)(c), Stats., all professional services/care provider contracts as approved by the Human Services Board.




*Fiscal Note: State law requires County Board approval of the state contracts 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 by individual counties. The state human services association, WCHSA, does negotiate the basic agreements on behalf of the counties. The professional/care provider contract list for 2016 is attached.*

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_ Vacant \_\_\_\_\_

Requested by  
Human Services Board

12-08-15

Kathi Cauley: 12-01-15; Joan Daniel: 12-01-15, 12-02-15

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 

**Department of Health Services (DHS):**

|                                             |             |
|---------------------------------------------|-------------|
| Adult Protect Services Non-Fed Total        | \$56,827    |
| Alzheimer Caregiver Support Non - Fed Total | \$19,009    |
| BCA Jan Less Match                          | \$413,384   |
| BCA July Less Match                         | \$1,349,031 |
| BCA July State Match                        | \$193,433   |
| COP Total                                   | \$152,117   |
| CLTS TPA Other GPR                          | \$363,195   |
| CLTS TPA Other Fed                          | \$505,901   |
| CLTS Admin GPR                              | \$23,927    |
| CLTS Admin Fed                              | \$23,927    |
| Birth to Three                              | \$165,564   |
| Family Support                              | \$66,343    |
| Mental Health Block Grant                   | \$26,128    |
| Substance Abuse Block Grant                 | \$109,299   |
| CSP Wait List                               | \$57,772    |
| Certified Mental Health Program             | \$40,236    |

Total DHS \$3,566,093

Wisconsin Home Energy (WHEAP) (fiscal year Oct - Sept): \$194,235

Wisconsin 85.21 County Elderly & Disabled Transportation Assistance Program: \$185,118

**Department of Children & Families**

|                                    |           |
|------------------------------------|-----------|
| Base Childre & Families Allocation | \$898,091 |
| Safe & Stable Families             | \$47,586  |
| Adam Welsh Finger Printing         | \$1,616   |
| Chafee Independent Living          | \$22,871  |
| Kinship Care Benefits              | \$88,573  |
| Kinship Care Assessments           | \$7,155   |
| Education & Training Vouchers      | \$2,650   |

Total \$1,068,542

**Department of Corrections:**

|                                                            |           |
|------------------------------------------------------------|-----------|
| Youth Aids                                                 | \$660,450 |
| Early Intervention funds for Juvenile Delinquency programs | \$40,659  |
| Youth Aids Early Intervention Funds                        | \$72,680  |

Total \$773,789

**Aging & Elderly**

|                             |           |
|-----------------------------|-----------|
| AAA Older American programs | \$354,199 |
| ADRC                        | \$499,756 |
| ADRC federal funds          | \$499,017 |

Total \$1,352,972

IM Consortium \$1,354,862

Child Care Contract \$165,854

# 2018 Provider Contracts (11/04/2015)

| Contract Number | Provider                                                                  | Service                                               | TPA | Target  | 2015                 | 2016                       |         |  |         |
|-----------------|---------------------------------------------------------------------------|-------------------------------------------------------|-----|---------|----------------------|----------------------------|---------|--|---------|
| 16-100          | A Pathway Home                                                            | Residential Sober Living                              |     | AODA    | 600.00 per hour      | 600.00 per month           | 0.0%    |  | 4,800   |
| 16-101          | A.P.L. - LLC (used to be Robert Rawski, MD)                               | Psychiatric                                           |     | MH      | 140.00 per hour      | 140.00 per hour            | 0.0%    |  | n/a     |
| 16-102          | ABA of Wisconsin                                                          | Counseling                                            |     | Child   | 100.00 per hour      | 100.00 per hour            | 0.0%    |  | 140,000 |
| 16-103.1        | Abilities, Inc. - Apartments                                              | Adult Alt Care                                        |     | CMI     | 3,540.00 per month   | 3,540.00 per month         | 0.0%    |  | 42,480  |
| 16-103.2        | Abilities, Inc. - Clover Lane                                             | Adult Alt Care                                        |     | CMI     | 3500-5000 per month  | 3500-5000 per month        | #DIV/0! |  | 42,000  |
| 16-103.3        | Abilities, Inc. - Crab Tree CBRF - No one placed                          | Adult Alt Care                                        |     | CMI     | 3500-5000 per month  | 3500-5000 per month        | #DIV/0! |  | 54,000  |
| 16-103.4        | Abilities, Inc. - EMH Respite                                             | EMH Respite                                           |     | MH      | 100.00 per day       | 100.00 per day             | 0.0%    |  | 25,000  |
| 16-103.5        | Abilities, Inc. - Locust Corners AFH - No one placed                      | Adult Alt Care                                        |     | CMI     | 4,563.00 per month   | 4,563.00 per month         | 0.0%    |  | 54,756  |
| 16-103.6        | Abilities, Inc. - Shady Acres CBRF - no one placed                        | Adult Alt Care                                        |     | CMI     | 4,500.00 per month   | 4,500.00 per month         | 0.0%    |  | 54,000  |
| 16-103.7        | Abilities, Inc. - SHC - No one placed                                     | Supportive Home Care                                  |     | CMI     | 20.40 per hour       | 20.40 per hour             | 0.0%    |  | 41,473  |
| 16-103.8        | Abilities, Inc. - Stepping Stone CBRF                                     | Adult Alt Care                                        |     | CMI     | 3,500.00 per month   | 3,500.00 per month         | 0.0%    |  | 42,000  |
| 16-103.9        | Abilities, Inc. - Timber Trail - No one placed                            | Adult Alt Care                                        |     | CMI     | 3500-5000 per month  | 3500-5000 per month        | #DIV/0! |  | 42,000  |
| 16-103.10       | Abilities, Inc. - Willow Way - No one placed                              | Adult Alt Care                                        |     | CMI     | 3500-5000 per month  | 3500-5000 per month        | #DIV/0! |  | 42,000  |
| 16-104          | Adult Care Consultants, Inc.                                              | SHC                                                   |     | child   | 35.00 per hour       | 35.00 per hour             | 0.0%    |  | 12,000  |
| 16-105          | Affiliated Wellness Group, LLC- no one using at this time                 | Psychotherapy                                         |     | n/a     | 90.00 per hour       | 90.00 per hour             | 0.0%    |  | n/a     |
| 16-106          | Affinity Health Care LLC (Pine Ridge House) - no one placed               | Adult Alt Care                                        |     | Adult   | 4,541.00 per hour    | 4,541.00 per month         | 0.0%    |  | 54,492  |
| 16-107          | Alere Toxicology                                                          | Urine Screens                                         |     | various | 38.50 per day        | 38.50 per screen           | 0.0%    |  | 11,550  |
| 16-108          | All About Access                                                          | Home Modification                                     |     | various | 14,549.00 per hour   | 14,549.00 per modification | 0.0%    |  | 14,549  |
| 16-109          | Allied Counseling Services                                                | Psychological                                         |     | MH      | 86.35 per hour       | 86.35 per hour             | 0.0%    |  | 60,000  |
| 16-110          | ANU Family Based Services - Respite                                       | Respite                                               |     | Child   | 91.15 per day        | 91.15 per day              | 0.0%    |  | 51,135  |
| 16-111          | Arndt, Evelyn - no one using at this time                                 | Respite Care                                          |     | Child   | 65.00 per day        | 65.00 per day              | 0.0%    |  | 1,000   |
| 16-112          | Bales, Marshall, MD                                                       | Psychological                                         |     | MH      | 134.21 per hour      | 134.21 per hour            | 0.0%    |  | 2,300   |
| 16-113          | Beau Soleil, MD's                                                         | Psychiatric                                           |     | MH      | 134.21 per hour      | 134.21 per hour            | 0.0%    |  | 28,000  |
| 16-114          | Beginnings Group Home                                                     | Child Alt Care                                        |     | Child   | 197.55 per day       | 197.55 per day             | 0.0%    |  | 60,000  |
| 16-114          | Beginnings Group Home (Respite)                                           | Child Respite                                         |     | Child   | 150.00 per day       | 150.00 per day             | 0.0%    |  | 13,900  |
| 16-115          | Berney, Kent, PhD                                                         | Psychological                                         |     | MH      | 100.00 per hour      | 100.00 per hour            | 0.0%    |  | 24,000  |
| 16-116          | Bhaskar Singh                                                             | Interpreter                                           |     | n/a     | 40.00 per hour       | 40.00 per hour             | 0.0%    |  | n/a     |
| 16-117          | BILD-Bridgeway Independent Living Designs                                 | Home Modifications                                    |     | Child   |                      | 27,000.00 per modification | #DIV/0! |  | 27,000  |
| 16-118          | Bilingual Training Consultants                                            | Interpreter                                           |     | n/a     | 25.00 per hour       | 25.00 per hour             | 0.0%    |  | 1,400   |
| 16-119          | Bourne, Amy, MD                                                           | Psychiatric                                           |     | MH      | 134.21 per hour      | 134.21 per hour            | 0.0%    |  | 3,100   |
| 16-120          | Brown Cab                                                                 | Nutrition Rides                                       |     | Eld     | 0.75 per trip        | 0.75 per trip              | 0.0%    |  | 250     |
| 16-121          | C.E.S.A. 2 (RENT)                                                         | Space Charges received                                |     | n/a     | 1,613.00 per quarter | 1,613.00 per quarter       | 0.0%    |  | -6,452  |
| 16-122          | Camacho, Paul                                                             | Interpreter                                           |     | n/a     | 20.81 per hour       | 20.81 per hour             | 0.0%    |  | 2,700   |
| 16-123          | Cambridge Counseling Clinic                                               | CCS Psychotherapy Services as Specifically Authorized |     | MH      | 57.22 per hour       | 57.22 per hour             | 0.0%    |  | 2,900   |
| 16-124          | Center for Communication, Hearing and Deafness                            | Child Alt Care                                        |     | PD      | various per contract | various per contract       | #DIV/0! |  | n/a     |
| 16-125          | Children's Service Society dba Children Hospital of WI Community Services | Nutrition Site Manager                                |     | Child   | 3,373.05 per month   | 3,373.05 per month         | 0.0%    |  | 40,477  |
| 16-126          | City of Waterloo                                                          | Psychological                                         |     | Eld     | 18.33 per day        | 18.33 per hour             | 0.0%    |  | 9,532   |
| 16-127          | Clinical Psychology Associates                                            | Inpatient Services                                    |     | Child   | 160.00 per hour      | 160.00 per hour            | 0.0%    |  | 1,500   |
| 16-128          | Columbia St. Mary's Hospital Milwaukee, Inc.                              | Adult Alt Care                                        |     | MH      | 1,100.00 per month   | 1,100.00 per month         | 0.0%    |  | n/a     |
| 16-129          | Comfort Care 4 U                                                          | Adult Alt Care                                        |     | Adult   | 402.00 per day       | 402.00 per day             | 0.0%    |  | n/a     |
| 16-130          | Community Care Programs, Inc. - JRW Region                                | CCS Regional Service Array                            |     | Child   | 100-137.31 per hour  | 100-137.31 per hour        | #DIV/0! |  | n/a     |
| 16-131          | Community Care Programs, Inc.                                             | Mental Health                                         |     | Child   | 450-1200 per month   | 450-1200 per month         | #DIV/0! |  | 50,000  |

# 2016 Provider Contracts (11/04/2015)

| Contract Number | Provider                                                   | Service                    | TPA | Target  | 2015                  | 2016                  |         |  |           |
|-----------------|------------------------------------------------------------|----------------------------|-----|---------|-----------------------|-----------------------|---------|--|-----------|
| 16- 132         | Community Care Resources                                   | Respite Care               |     | Child   | 100-128.5 per day     | 100-128.5 per day     | #DIV/0! |  | 4,362     |
| 16- 132         | Community Care Resources                                   | Child Alt Care             |     | Child   | 2500-4100 per month   | 2500-4100 per month   | #DIV/0! |  | 524,208   |
| 16- 133         | Connections Counseling                                     | Counseling                 |     | various | 140-170 per hour      | 140-170 per hour      | #DIV/0! |  | 43,000    |
| 16- 134         | Connections Counseling - JRW Region                        | CCS Regional Service Array |     | various | 128.56 per hour       | 128.56 per hour       | 0.0%    |  | n/a       |
| 16- 135         | Cornerstone Counseling Services                            | Psychotherapy              |     | n/a     | 53.06 per hour        | 53.06 per hour        | 0.0%    |  | n/a       |
| 16- 136         | Crossing Bridges, LLC                                      | Adult Alternate Care       |     | MH      | 7,000.00 per month    | 7,000.00 per month    | 0.0%    |  | 76,759    |
| 16- 137         | Crossroads Counseling Center Inc.                          | Counseling                 |     | Child   | 90.00 per hour        | 90.00 per hour        | 0.0%    |  | 2,500     |
| 16- 138         | Crossroads Counseling Center Inc. JRW Region               | CCS Regional Service Array |     | MH      | 105-175 per hour      | 105-175 per hour      | #DIV/0! |  | n/a       |
| 16- 139         | Dane County DHS**                                          | Emergency Detention        |     | MH      | 135.00 per hour       | 135.00 per hour       | 0.0%    |  | n/a       |
| 16- 140         | Dave Gallup Foundation, Inc - JRW Region                   | CCS Regional Service Array |     | various | 20.00 per hour        | 20.00 per hour        | 0.0%    |  | 10,000    |
| 16- 141         | Dave, Indu, MD                                             | Psychiatric                |     | MH      | 134.21 per hour       | 134.21 per hour       | 0.0%    |  | 1,450     |
| 16- 142         | Dennis J. Adsit Construction, LLC - Not using              | Home Modification          | COP | Child   | 16,166.32 per session | 16,166.32 per session | 0.0%    |  | 16,166.32 |
| 16- 143         | Dodge County HSD**                                         | Non-Secure Det             |     | Child   | 134.54 per day        | 134.54 per day        | 0.0%    |  | n/a       |
| 16- 144         | Dr. Lori Pyter dba Family Psychological Services           | Psychological              |     | Child   | 120.00 per hour       | 120.00 per hour       | 0.0%    |  | n/a       |
| 16- 145         | Draeger, Michael & Misty - NOP                             | Respite                    |     | Child   | 45.00 per night       | 45.00 per night       | 0.0%    |  | 5,000     |
| 16- 146         | Earlene Ronk                                               | Support Group              |     | Various | 75.00 per month       | 75.00 per month       | 0.0%    |  | 300       |
| 16- 147         | Easter Seals (Corp Guardian)                               | Corp Guardian              |     | various | \$80-\$160 per month  | \$80-\$160 per month  | #DIV/0! |  | n/a       |
| 16- 148         | Easter Seals (Respite)                                     | Respite                    |     | Child   | 761.00 per session    | 761.00 per session    | 0.0%    |  | n/a       |
| 16- 149         | Edwards Foster Care (Gloria)                               | Foster Care                |     | DD      | 45.00 per day         | 45.00 per day         | 0.0%    |  | 540       |
| 16- 150         | Energy Services, Inc (Pass-thru)- fiscal yr                | LIHEAP program             |     | n/a     | actual cost per n/a   | actual cost per n/a   | #DIV/0! |  | n/a       |
| 16- 151         | Eumiljah Williams AFH (EMH Respite)                        | EMH Respite                |     | MH      | 100.00 per day        | 100.00 per day        | 0.0%    |  | 10,000    |
| 16- 152         | Family Resources Assoc - PSYC                              | Psychological              |     | MH      | 55.55-86.35 per hour  | 55.55-86.35 per hour  | #DIV/0! |  | n/a       |
| 16- 153         | Family Works                                               | Child Alt Care             |     | Child   | 1945-2400 per month   | 1945-2400 per month   | #DIV/0! |  | 62,000    |
| 16- 154         | Family Youth Interaction                                   | Daily Living Skills        |     | SED     | 25.95-29.50 per Hour  | 25.95-29.50 per Hour  | #DIV/0! |  | n/a       |
| 16- 155         | Fell's Catering                                            | Elderly Nutrition Program  |     | Eld     | 3.92 per day          | 3.92 per meal         | 0.0%    |  | 131,314   |
| 16- 156         | Fond du Lac County Human Services                          | Inpatient Services         |     | MH      | 912.00 per day        | 945.00 per day        | 3.6%    |  | 85,000    |
| 16- 157         | Foundations Counseling Center, LLC. - JRW Region           | CCS Regional Service Array |     | various | 70.00 per hour        | 70.00 per hour        | 0.0%    |  | n/a       |
| 16- 158         | Friends of Women in Recovery                               | Halfway House              |     | AODA    | 136.00 per Day        | 136.00 per Day        | 0.0%    |  | n/a       |
| 16- 159         | G & L Advocacy, Inc.                                       | Corp Guardian              |     | various | \$80-\$160 per month  | \$80-\$160 per month  | #DIV/0! |  | 3,840     |
| 16- 160         | Goshen Children Home                                       | Child Alt Care/Respite     |     | Child   | 197.55 per day        | 197.55 per day        | 0.0%    |  | 488,057   |
| 16- 161         | Grassroots Empowerment Project                             | Peer Support               |     | CSS/CSP | 20.00 per day         | 20.00 per hour        | 0.0%    |  | n/a       |
| 16- 162         | Haggert, Mel, MD - printed                                 | Staff Doctor               |     | MH      | 150.06 per hour       | 150.06 per hour       | 0.0%    |  | n/a       |
| 16- 163         | Healing Hearts Family Counseling Center, LLC               | Therapy                    |     | Child   | 100-210 per hour      | 100-210 per hour      | #DIV/0! |  | 7,000     |
| 16- 164         | Home 4 the Heart, Inc.                                     | Group Home                 |     | various | 197.55 per hour       | 197.55 per day        | 0.0%    |  | 50,000    |
| 16- 165         | Home Care Assistance Services, LLC dba Visiting Angels LAS | PC & SHC                   |     | various | \$19-\$24.50 per hour | \$19-\$24.50 per hour | #DIV/0! |  | n/a       |
| 16- 166         | Home Health United                                         | Adaptive Aids              |     | Child   | U & C per item        | U & C per item        | #DIV/0! |  | n/a       |
| 16- 167         | Hope Haven CBRF -                                          | Halfway House              |     | AODA    | 4,697.00 per month    | 4,697.00 per month    | 0.0%    |  | n/a       |
| 16- 168         | Hopeful Haven, Inc.                                        | Child Alt Care             |     | Child   | 2600-4450 per month   | 2600-4450 per month   | #DIV/0! |  | 310,000   |
| 16- 169         | Hopeful Haven, Inc. - Respite                              | Respite Care               |     | Child   | 125.00 per day        | 125.00 per day        | 0.0%    |  | 10,625    |
| 16- 170         | Impact Inc.                                                | OWI Assessment             |     | Adult   | 95-295 per assess     | 95-295 per assess     | #DIV/0! |  | n/a       |
| 16- 171         | Interim HealthCare of Wisconsin (Country Nurses Buyout)    | In-Home Supports           |     | Adult   | 21.75-23.75 per hour  | 21.75-23.75 per hour  | #DIV/0! |  | n/a       |
| 16- 172         | Jefferson County Health Dept                               | CSP Nursing                |     | MH      | actual cost per n/a   | actual cost per n/a   | #DIV/0! |  | n/a       |
| 16- 173         | Jefferson County Health Dept                               | Space Charges              |     | n/a     | -76,651.00 per year   | -76,651.00 per year   | 0.0%    |  | -76,651   |

# 2016 Provider Contracts (11/04/2015)

| Contract Number | Provider                                                                     | Service                    | TPA | Target  | 2015                    | 2016                    |         |  |         |
|-----------------|------------------------------------------------------------------------------|----------------------------|-----|---------|-------------------------|-------------------------|---------|--|---------|
| 16- 170         | Jefferson Memory Care                                                        | Adult Alt Care             |     | Adult   | 4,400.00 per month      | 4,400.00 per month      | 0.0%    |  | 42,000  |
| 16- 171         | Jefferson, City of                                                           | Nutrition Rent             |     | Eld     | 25.00 per month         | 25.00 per month         | 0.0%    |  | 300     |
| 16- 172         | Johnstone Consulting, LLC                                                    | Training Program           |     | Staff   | 0.00 per hour           | 0.00 per hour           | #DIV/0! |  | 65,000  |
| 16- 173         | Jonathon Lueck                                                               | Foster Care                |     | child   | 825.00 per month        | 825.00 per month        | 0.0%    |  | 9,900   |
| 16- 174         | Journey Mental Health                                                        | EMH Crisis                 |     | Adult   | 350.00 per day          | 350.00 per day          | 0.0%    |  | 30,000  |
| 16- 175         | Juanita Villalobos                                                           | Interpreter                |     | n/a     | 17.00 per hour          | 17.00 per hour          | 0.0%    |  | 2,700   |
| 16- 176         | Just Like Home                                                               | Adult Alt Care             |     | MH      | 3,230.00 per month      | 3,230.00 per month      | 0.0%    |  | 38,760  |
| 16- 177         | Juvenile Assessment and Treatment Center, LLC                                | Mental Health              |     | child   | 450-1200 per month      | 450-1200 per month      | #DIV/0! |  | 15,000  |
| 16- 178         | KCC Fiscal Agent Services                                                    | Fiscal Agent               |     | DD      | various per check       | various per check       | #DIV/0! |  | n/a     |
| 16- 179         | Kid's Palace L.L.C.                                                          | Day Care                   |     | Child   | 150.00 per week         | 150.00 per week         | 0.0%    |  | 7,825   |
| 16- 180         | Kim and Matthew Trick                                                        | Foster Care                |     | Child   | 1,500.00 per month      | 1,500.00 per month      | #DIV/0! |  | 18,000  |
| 16- 181         | Lad Lake                                                                     | Respite Care               |     | Child   | 37.00 per hour          | 37.00 per hour          | 0.0%    |  | 35,000  |
| 16- 182         | Lad Lake - JRW Region                                                        | CCS Regional Service Array |     | MH      | 37-110 per hour         | 37-110 per hour         | #DIV/0! |  | n/a     |
| 16- 183         | Laitisch Law Office LLC                                                      | CPS Appeals                |     | child   | 100.00 per hour         | 100.00 per hour         | 0.0%    |  | n/a     |
| 16- 184         | Lake Mills Independent Living                                                | Supervised Apt.            |     | CMI     | 1,350.00 per month      | 1,350.00 per month      | 0.0%    |  | 16,200  |
| 16- 185         | Lake Mills, City of                                                          | Nutrition Rent             |     | Eld     | 50.00 per month         | 50.00 per month         | 0.0%    |  | 600     |
| 16- 186         | Lavigne's Bus Lines                                                          | Transportation             |     | various | various per trip        | various per trip        | #DIV/0! |  | n/a     |
| 16- 187         | Lohff Assisted Living - not using                                            | Adult Alt Care             |     | Adult   | 11,700.00 per month     | 11,700.00 per month     | 0.0%    |  | n/a     |
| 16- 188         | Longview Home for Boys LLC                                                   | Child Alt Care             |     | Child   | 197.55 per day          | 197.55 per day          | 0.0%    |  | 47,391  |
| 16- 189         | Luchetta, Tracy                                                              | Psychological              |     | Child   | 86.35 per hour          | 86.35 per hour          | 0.0%    |  | 5,000   |
| 16- 190         | Lutheran Social Services                                                     | Child Respite              |     | Child   | 77.25-81.60 per day     | 77.25-81.60 per day     | #DIV/0! |  | 14,800  |
| 16- 190         | Lutheran Social Services                                                     | Child Alt Care             |     | Child   | 2259.70-3,399 per month | 2259.70-3,399 per month | #DIV/0! |  | 120,000 |
| 16- 190         | Lutheran Social Services                                                     | Functional Family Therapy  |     | various | 75,000.00 per year      | 75,000.00 per year      | 0.0%    |  | 75,000  |
| 16- 191         | Lutheran Social Services - JRW Region                                        | Functional Family Therapy  |     | various | 110.00 per hour         | 110.00 per hour         | 0.0%    |  | n/a     |
| 16- 192         | Madison Psychiatric Associates - JRW Region                                  | CCS Regional Service Array |     | MH      | 128.56 per hour         | 128.56 per hour         | 0.0%    |  | 37,050  |
| 16- 193         | Manitowoc County Human Services                                              | Early Intervention         |     | Child   | 20.59 per unit          | 20.59 per unit          | 0.0%    |  | -3,295  |
| 16- 194         | Marsh Country Health Alliance (Clearview LT Care)                            | Placement Holding          |     | MH      | 43,000.00 per year      | 43,000.00 per year      | 0.0%    |  | 43,000  |
| 16- 195         | Matt Talbot Recovery Services, Inc. (Horizon Healthcare, Inc. - replaces Gen | AODA Detox Service         |     | Adult   | 319.00 per day          | 319.00 per day          | 0.0%    |  | n/a     |
| 16- 196         | Mediation & Collaborative Law Center, LLC                                    | GAL                        |     | various | 100.00 per hour         | 100.00 per hour         | 0.0%    |  | n/a     |
| 16- 197         | Meriter Hospital, Inc.                                                       | IP Psyc Hosp               |     | MH      | U & C per n/a           | U & C per n/a           | #DIV/0! |  | n/a     |
| 16- 198         | Mertins Home Care Inc.                                                       | Contracted RN              |     | MH      | 75.00 per hour          | 75.00 per hour          | 0.0%    |  | 37,050  |
| 16- 199         | Michael Volpato                                                              | Respite                    |     | child   | 90.00 per day           | 90.00 per day           | 0.0%    |  | n/a     |
| 16- 200         | Moving On, LLC JRW Region                                                    | CCS Regional Service Array |     | MH      | 105.00 per hour         | 105.00 per hour         | 0.0%    |  | n/a     |
| 16- 201         | Music Therapy Services of Waukesha County, LLC                               | Therapy                    |     | Child   | 28.00 per session       | 28.00 per session       | 0.0%    |  | 5,000   |
| 16- 202         | NAMI Waukesha                                                                | Peer Support               |     | CRS/CSF | 22.50 per hour          | 22.50 per hour          | 13.3%   |  | n/a     |
| 16- 203         | NAMI Waukesha - JRW Region                                                   | CCS Regional Service Array |     | CCS     | 22.50 per hour          | 22.50 per hour          | 13.3%   |  | n/a     |
| 16- 204         | National Seating & Mobility                                                  | Adaptive Aids              |     | Child   | U & C per item          | U & C per item          | #DIV/0! |  | n/a     |
| 16- 205         | Norris Adolescent Center - NOP                                               | Child Alt Care             |     | Child   | 197.55-335.52 per day   | 197.55-335.52 per day   | #DIV/0! |  | 89,500  |
| 16- 206         | North Shore Psychotherapy Associates III                                     | Bilingual Evals            |     | various | 780.00 per hour         | 780.00 per eval         | 0.0%    |  | 5,000   |
| 16- 207         | Northwest Counseling & Guidance Clinic                                       | Counseling & Guidance      |     | Child   | 175.00 per day          | 175.00 per unit         | 0.0%    |  | 5,000   |
| 16- 208         | Northwest Passage - NOP                                                      | Child Alt Care             |     | MH      | 321.30 per hour         | 321.30 per day          | 0.0%    |  | 20,000  |
| 16- 209         | NU Day LLC dba College Nannies & Tutors                                      | Respite/Mentor             |     | Child   | 21.50 per hour          | 21.50 per hour          | 0.0%    |  | 7,525   |

# 2016 Provider Contracts (11/04/2015)

| Contract Number | Provider                                                                          | Service                       | TPA | Target  | 2015                 | 2016                     |         |  |         |
|-----------------|-----------------------------------------------------------------------------------|-------------------------------|-----|---------|----------------------|--------------------------|---------|--|---------|
| 16- 210         | O'Brien & Associates                                                              | Fraud Investigations          |     | Child   | 350.00 per case      | 350.00 per case          | 0.0%    |  | 13,591  |
| 16- 211         | Oconomowoc Dev Trng Cnt                                                           | Child Alt Care/Respite        |     | Child   | 216-370.26 per day   | 235-340.80 per day       | #DIV/0! |  | 56,820  |
| 16- 212         | Opportunities, Inc.                                                               | Corp Guardian                 |     | various | 80-160 per month     | 80-160 per month         | #DIV/0! |  | 72,850  |
| 16- 212         | Opportunities, Inc.                                                               | WDC Space                     |     | n/a     | 1,553.30 per month   | 1,553.30 per month       | 0.0%    |  | -18,640 |
| 16- 212         | Opportunities, Inc.                                                               | Project JOIN                  |     | Child   | 114,396.00 per year  | 114,396.00 per year      | 0.0%    |  | 114,396 |
| 16- 213         | Opportunities, Inc. - JRW Region                                                  | IPS Employment                |     | CCS     | 20-47.51 per Hour    | 20-47.51 per Hour        | #DIV/0! |  | 5,000   |
| 16- 214         | Oregon Mental Health - JRW Region                                                 | CCS Regional Service Array    |     | SED     | 70.00 per Hour       | 70.00 per Hour           | 0.0%    |  | 15,200  |
| 16- 215         | Orion Family Services                                                             | Counseling                    |     | various | 70.00 per hour       | 70.00 per hour           | 0.0%    |  | 65,000  |
| 16- 216         | P.A.D.A.                                                                          | Intervention                  |     | Adults  | 60,000.00 per year   | 60,000.00 per year       | 0.0%    |  | 60,000  |
| 16- 217         | Paragon                                                                           | Respite/SHC                   |     | SED/DD  | 15-41.09 per Hour    | 15-41.09 per Hour        | #DIV/0! |  | 59,100  |
| 16- 217         | Paragon                                                                           | Transportation                |     | SED/DD  | 13.75-24.00 per trip | 13.75-24.00 per trip     | #DIV/0! |  | 4,000   |
| 16- 217         | Paragon                                                                           | Daily Living Skills           |     | SED/DD  | 17.00 per hour       | 17.00 per hour           | 0.0%    |  | 300     |
| 16- 218         | Pathways Counseling Center                                                        | Assessment                    |     | Child   | 800.00 per assess    | 800.00 per assess        | 0.0%    |  | n/a     |
| 16- 219         | Pillar and Vine                                                                   | Child Alt Care                |     | Child   | 3,373.05 per month   | 3,373.05 per month       | 0.0%    |  | 40,477  |
| 16- 220         | Pine Valley Residential                                                           | Independent Living            |     | MH      | 5,368.50 per month   | 5,368.50 per month       | 0.0%    |  | 64,422  |
| 16- 221         | Plum, Henry                                                                       | Legal Assistance              |     | Child   | 200.00 per hour      | 200.00 per hour          | 0.0%    |  | 150,800 |
| 16- 222         | Portage Co. Detention Center**                                                    | Juv Detention                 |     | Child   | 150.00 per day       | 150.00 per day           | 0.0%    |  | n/a     |
| 16- 223         | Preventive Health Strategies                                                      | Stepping On Training          |     | Elderly | 30.00 per hour       | 30.00 per hour           | 0.0%    |  | 5,000   |
| 16- 224         | Rawhide, Inc.                                                                     | Child Alt Care                |     | child   | 335.52 per Day       | 335.52 per Day           | 0.0%    |  | n/a     |
| 16- 225         | Rehab Resources, Inc.                                                             | B-3 Other                     |     | DD      | 12.50 per 1/4 hr     | 14.00 per 1/4 hr         | 12.0%   |  | n/a     |
| 16- 225         | Rehab Resources, Inc.                                                             | B-3 Therapy                   |     | DD      | U & C per unit       | U & C per unit           | #DIV/0! |  | n/a     |
| 16- 226         | Relaxation on the Go                                                              | Massage Therapy               |     | Child   | 55.00 per hour       | 55.00 per hour           | 0.0%    |  | 2,600   |
| 16- 227         | Rock County Human Services**                                                      | Secure Juv Det                |     | Child   | 350.00 per day       | 350.00 per day           | 0.0%    |  | 34,000  |
| 16- 228         | Rock County-Harpers Place                                                         | Crisis Stabilization          |     | MH      | 350.00 per day       | 350.00 per day           | 0.0%    |  | n/a     |
| 16- 229         | Rock Valley Community Programs, Inc. DBA Janesville Psychiatric Clinic-JRW Region | CCS Regional Service Array    |     | MH      | 105.00 per hour      | 105.00 per hour          | 0.0%    |  | n/a     |
| 16- 230         | Rogers Memorial Hospital**                                                        | IP Psyc Hosp                  |     | MH      | 1,055.00 per day     | 1,055.00 per day         | 0.0%    |  | n/a     |
| 16- 231         | SaintA                                                                            | Child Alt Care                |     | CCS     | 330.62 per day       | 330.62 per day           | 0.0%    |  | 120,676 |
| 16- 232         | Sandy Schwartz Consulting LLC                                                     | Consulting wraparound         |     | Child   | 20.00 per hour       | 20.00 per hour           | 0.0%    |  | 6,000   |
| 16- 233         | Schaefer Soft Water                                                               | Supplies                      |     | Child   | 23.10 per hour       | 23.10 per month          | #DIV/0! |  | 300     |
| 16- 234         | Schroedl Foster Home                                                              | Respite Care                  |     | Child   | 45.00 per day        | 45.00 per day            | 0.0%    |  | 1,980   |
| 16- 235         | Society's Assets, Inc.                                                            | Home Modification Assessments |     | child   | 350.20 per unit      | 350.20 per unit          | 0.0%    |  | 350     |
| 16- 236         | SSM Healthcare of WI (St. Mary's Hospital)                                        | IP Psyc Hosp                  |     | MH      | U & C per n/a        | U & C per n/a            | #DIV/0! |  | n/a     |
| 16- 237         | St. Agnes Hospital                                                                | Inpatient Services            |     | MH      | 1,308.00 per day     | 1,308.00 per day         | 0.0%    |  | n/a     |
| 16- 238         | St. Coletta of Wisconsin, Inc.                                                    | Transportation                |     | various | 1.75                 | 1.75 per mile            | 0.0%    |  | 4,000   |
| 16- 239         | St. Joseph's Hospital                                                             | IP Psyc Hosp                  |     | MH      | 531.00 per day       | 531.00 per day           | 0.0%    |  | 5,230   |
| 16- 240         | St. Luke's Church                                                                 | Nutrition Rent                |     | Eld     | 50.00 per month      | 50.00 per month          | 0.0%    |  | 600     |
| 16- 241         | Stay at Home Specialists, Inc.                                                    | Home Modification             |     | various | 39,747.41 per hour   | 39,747.41 per modificati | 0.0%    |  | 39,747  |
| 16- 242         | Stoughton Hospital                                                                | IP Psyc Hosp                  |     | MH      | U & C per n/a        | U & C per n/a            | #DIV/0! |  | n/a     |
| 16- 243         | Stress Management & Mental Health                                                 | Psychiatric                   |     | MH      | 134.21 per hour      | 134.21 per hour          | 0.0%    |  | 22,400  |
| 16- 244         | SWITS                                                                             | Interpreting                  |     | various | 45-90 per hour       | 45-90 per hour           | #DIV/0! |  | n/a     |
| 16- 245         | Taylor Psychiatric Services-Taylor, Leslie PhD                                    | Psychiatric                   |     | MH      | 134.21 per hour      | 134.21 per hour          | 0.0%    |  | n/a     |
| 16- 246         | Tellurian, Inc. - Med Detox - ARP                                                 | Detoxification                |     | AODA    | 395.00 per day       | 395.00 per day           | 0.0%    |  | 10,000  |

# 2016 Provider Contracts (11/04/2015)

| Contract Number | Provider                                                           | Service                    | TPA | Target  | 2015                  | 2016                  |         |  |         |
|-----------------|--------------------------------------------------------------------|----------------------------|-----|---------|-----------------------|-----------------------|---------|--|---------|
| 16- 246         | Tellurian, Inc. - Med Detox - Dane                                 | Detoxification             |     | AODA    | 452.00 per day        | 452.00 per day        | 0.0%    |  | 25,500  |
| 16- 247         | Thakor, Sheila, MD                                                 | Psychiatric                |     | MH      | 134.21 per hour       | 134.21 per hour       | 0.0%    |  | 22,400  |
| 16- 248         | The Drug Store                                                     | Special Medical Supply     |     | Child   | 52.00 per box         | 52.00 per box         | 0.0%    |  | 104     |
| 16- 249         | The Manor Adult Family Home - NOP                                  | Adult Alt Care             |     | Adult   | 3,000.00 per month    | 3,000.00 per month    | 0.0%    |  | 36,000  |
| 16- 250         | The Psychology Center                                              | Psychological Evaluations  |     | child   | 180.00                | 180.00 per hour       | 0.0%    |  | 30,000  |
| 16- 251         | Three Galts, Inc.                                                  | Daily Living Skills        |     | MH      | 330.00 per session    | 330.00 per session    | 0.0%    |  | n/a     |
| 16- 252         | Thrive Treatment Services LLC                                      | Child Alt Care             |     | child   | 3,675.00 per month    | 3,675.00 per month    | 0.0%    |  | 44,100  |
| 16- 253         | TLC Staffing, LLC                                                  | SHC                        |     | various | \$18-\$24 per hour    | \$18-\$24 per hour    | #DIV/0! |  | 39,000  |
| 16- 254         | Trempealeau County Health Care Center                              | Adult Alternate Care       |     | MH      | 242.62-310.00 per day | 242.62-310.00 per day | #DIV/0! |  | 138,556 |
| 16- 255         | Turner, Liz - CCS (JRW Region) Jefferson Only                      | CCS Regional Service Array |     | MH      | 53.06 per hour        | 53.06 per hour        | 0.0%    |  | 13,500  |
| 16- 256         | University Health Care, Inc.                                       | Inpatient Services         |     | MH      | various per day       | various per day       | #DIV/0! |  | n/a     |
| 16- 257         | Warren Foster Home                                                 | Foster Care                |     | child   | 700.00 per month      | 700.00 per month      | 0.0%    |  | 8,400   |
| 16- 258         | Washington Co DSS - Shelter Care**                                 | Non-Secure Det             |     | Child   | 131.00 per day        | 131.00 per day        | 0.0%    |  | n/a     |
| 16- 259         | Washington Co Sheriff - Detention**                                | Secure Juv Det             |     | Child   | 115.00 per day        | 115.00 per day        | 0.0%    |  | n/a     |
| 16- 260         | Watertown Health Department                                        | In-Home Visits             |     | Child   | 2,778.00 per year     | 2,778.00 per year     | 0.0%    |  | 2,778   |
| 16- 261         | Waukesha County Secure Detention**                                 | Secure Juv Det             |     | Child   | 125.00 per day        | 125.00 per day        | 0.0%    |  | n/a     |
| 16- 262         | Wheaton Franciscan Healthcare                                      | Inpatient Services         |     | MH      | 750.00 per day        | 750.00 per day        | 0.0%    |  | 49,500  |
| 16- 263         | Whitney Lodge II                                                   | EMH Respite                |     | MH      | 100.00 per day        | 100.00 per day        | 0.0%    |  | 10,000  |
| 16- 264         | Willow Winds Living, LLC - No one placed                           | Adult Alt Care             |     | Adult   | 3000-3400 per month   | 3000-3400 per month   | #DIV/0! |  | 72,000  |
| 16- 265         | Wisconsin Association of Free and Charitable Clinics, Inc.         | RENC                       |     | various | 20,000.00 per hour    | 20,000.00 per hour    | 0.0%    |  | 20,000  |
| 16- 266         | Wisconsin Family Ties                                              | WrapAround                 |     | Child   | 6,000.00 per year     | 6,000.00 per year     | 0.0%    |  | 6,000   |
| 16- 267         | Yandre, Deanna (replaces Susan Konkel)                             | DM Mentor                  |     | Eld     | 40.00 per hour        | 40.00 per hour        | 0.0%    |  | 5,000   |
| 16- 268         | YMCA at Pabst Farms                                                | Respite                    |     | Child   | 15-140 per session    | 15-140 per session    | #DIV/0! |  | n/a     |
|                 | State of Wisconsin - DWD space rental                              | Space Charges              |     | n/a     | -1,426.53 per month   | -1,455.07 per month   | 0.0%    |  | 17,461  |
|                 | DWD Operating Agreement-Job Center                                 |                            |     |         | -106.52               | -106.52 per month     |         |  | -1,278  |
|                 | Milwaukee County Human Services                                    | Birth to Three             |     | DD      | 12.50 per unit        | 12.50 per unit        | 0.0%    |  | n/a     |
|                 | Tri County Shared Regional CCS Intergovernmental Agreement         | CCS Regional Service Array |     |         |                       |                       |         |  |         |
|                 | <b>Contracts with Jefferson County for Services-No Cost to us.</b> |                            |     |         |                       |                       |         |  |         |
|                 | Care Wisconsin                                                     | various                    |     | Adult   | various per service   | various per service   | #DIV/0! |  | n/a     |
|                 | ContinuUs                                                          | various                    |     | Adult   | various per service   | various per service   | #DIV/0! |  | n/a     |
|                 | **Rates not established for 2016 yet.                              |                            |     |         |                       |                       |         |  |         |



## RESOLUTION NO. 2015-\_\_\_\_\_

**Authorizing submission of application to participate  
in the Wisconsin Small Cities Community Development Block Grant-Emergency  
Assistance Program (CDBG-EAP) using Disaster Recovery-IKE Supplemental Funding**

Executive Summary

Funding for the Small Cities Community Development Block Grant (CDBG) is provided to the State of Wisconsin by the U.S. Department of Housing and Urban Development (HUD). CDBG funds for housing and public facilities are administered by the Department of Administration, Division of Housing. The Division of Housing has authorized the Community Development Block Grant-Emergency Assistance Program to use Disaster Recovery/IKE Supplemental Funding for eligible units of government throughout the state that are in need of assistance due to a natural or manmade disaster. CDBG funds are awarded to the local unit of government which, in turn, provides housing assistance to low and moderate income homeowners and business owners. Eligible local units of government include all cities, towns, counties, and villages not otherwise receiving CDBG Entitlement funds. This resolution authorizes Jefferson County through its Law Enforcement / Emergency Management Committee to take the necessary steps in preparing and filing the application for receipt of CDBG funds as required by the Community Development Block Grant Emergency Assistance Program and further authorizes the County Administrator to sign all necessary documents for submission of the application and receipt of funds on behalf of the County.

\_\_\_\_\_

WHEREAS, Federal monies are available under the Wisconsin Small Cities Community Development Block Grant-Emergency Assistance program, administered by the State of Wisconsin, Department of Administration, Division of Housing, for the purpose of disaster recovery, and

WHEREAS, after conducting a public hearing and complying with the requirements of the Community Development Block Grant Emergency Assistance Program, the Law Enforcement/Emergency Management Committee will take responsibility for submitting an application to the State of Wisconsin for funding the following projects:

To continue a voluntary county flood mitigation structure acquisition/demolition program that began in 1996 on Blackhawk Island Road along the Rock River in the Towns of Sumner and Koshkonong, and include additional structures within Jefferson County outside the Blackhawk Island Road area that were heavily affected by the 2008 flooding. Once the structures are acquired and demolished, the land will be allowed to return to a natural state, and

WHEREAS, the Jefferson County Board of Supervisors had previously adopted and approved a Citizen Participation Plan and Fair Housing Ordinance as required for receipt of Community Development Block Grant-Emergency Assistance funds, and

WHEREAS, it is necessary for the County Board to approve the preparation and filing of an application for the County to receive funds from this program, and

WHEREAS, the County Board has reviewed the need for the proposed projects and the benefits to be gained therefrom.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Board of Supervisors does hereby approve and authorize the filing of an application for funds under the Community Development Block Grant – Disaster Recovery – IKE Supplementary Funding, and the County Administrator is hereby authorized to sign all necessary documents for submission of the application and receipt of program funds on behalf of the County.




BE IT FURTHER RESOLVED that the Law Enforcement/Emergency Management Committee shall conduct a Citizen Participation Public Hearing and submit certification thereof to the State of Wisconsin Division of Housing prior to Friday, January 15, 2016.

*Fiscal Note: Funding received through this grant will be used to purchase properties affected by the 2008 flooding event. No county match is required. County staff time will be used to administer the grant.*

Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_ Vacant \_\_\_\_\_

Requested by  
County Administrator

J. Blair Ward: 12-01-2015

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 

12-08-15

**APPOINTMENTS BY COUNTY ADMINISTRATOR**

**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:

**Bridges Federated Library System Board**

- a. Dwayne Morris, Watertown, WI for a one-year term ending December 31, 2016
- b. John Rhiel, Jefferson, WI for a two-year term ending December 31, 2017
- c. Linda Ager, Jefferson, WI for a three-year term ending December 31, 2018

Ayes\_\_\_\_\_ Noes \_\_\_\_\_ Abstain\_\_\_\_\_ Absent\_\_\_\_\_ Vacant\_\_\_\_\_

12-08-2015