AGENDA

JEFFERSON COUNTY BOARD MEETING

TUESDAY MARCH 9, 2021 7:00 p.m.

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

Webinar OR YouTube Livestream

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_N2ghwZR3TQenotKF1KEwmQ

After registering, you will receive a confirmation email containing information about joining the webinar.

- 1. CALL TO ORDER
- 2. ROLL CALL BY COUNTY CLERK
- 3. PLEDGE OF ALLEGIANCE
- 4. CERTIFICATION OF COMPLIANCE WITH OPEN MEETINGS LAW
- 5. <u>APPROVAL OF THE AGENDA</u>
- 6. APPROVAL OF FEBRUARY 12, 2021 MEETING MINUTES
- 7. COMMUNICATIONS
 - a. Zoning Committee Notice of Public Hearing, March 18, 2021 (Page 1)
 - b. Treasurer's Report
- 8. SPECIAL ORDER OF BUSINESS
 - a. Update on Alcohol Treatment Court (Page 3)
- 9. PUBLIC COMMENT
- 10. EXECUTIVE COMMITTEE
 - a. Resolution Entering into a Joint Development Agreement with Crawfish River Solar, LLC and the Town of Jefferson to construct and operate a solar photovoltaic electrical generating facility (Page 5)
 - b. Resolution Supporting continued review of Courthouse facility renovation project and amending contract with Potter Lawson for consulting services (Page 26)

11. FINANCE COMMITTEE

- a. Resolution Disallowing Claim for John Ebbott (Page 28)
- b. Resolution Amending the 2021 Land and Water Conservation Budget (Page 30)
- c. Resolution Increasing cremation permit Fee (Page 32)
- d. Resolution Accepting bids for telecommunications tower site shelters (Page 33)
- e. Resolution Authorizing year-end requests to carry over budget appropriations from fiscal year 2020 to fiscal year 2021 and amending the 2021 budget (Page 34)
- f. Resolution Authorizing contingency fund transfer to offset fiscal year 2020 departmental deficits (Page 42)

12. HIGHWAY COMMITTEE

- a. Resolution Authorization to sell remnant parcel of county owned real property (Page 45)
- b. Resolution Accepting 2021 asphalt pulverizing and milling quotes (Page 47)
- c. Resolution Accepting 2021 Local Road Improvement Program asphalt bids (Page 49)
- d. Resolution Accepting 2021 pre-mixed hot mix asphalt vendor quotes (Page 51)
- e. Resolution Accepting 2021 seal coat oil vendor bids (Page 52)

13. HUMAN RESOURCES COMMITTEE

a. Report – Update regarding Resolution 2020-14, Approving Suspension of Personnel Policy Provisions (Page 54)

14. PLANNING AND ZONING COMMITTEE

- a. Report Approval of Petitions (Page 59)
- b. Ordinance Amending Official Zoning Map (Page 60)

15. APPOINTMENTS BY COUNTY ADMINISTRATOR (Page 62)

- a. Brandon White to the Veterans Service Commission to fill an unexpired term ending December 13, 2021
- b. Kirk Lund to the Human Services Board to fill an unexpired term ending November 1, 2021
- c. Greg Haasch to the Jefferson County Library Board to fill an unexpired term ending December 31, 2023
- d. Christine Spangler to the Sheriff's Civil Service Commission for a 5-year term ending January 1, 2026

16. **PROCLAMATIONS**

- a. Congratulating the Lake Mills High School Girls Basketball Team on their Division 3 State Basketball Championship (Page 63)
- b. Proclaiming the month of April 2021 as Child Abuse and Neglect Prevention Month (Page 64)
- **17. PUBLIC COMMENT** (General)
- 18. ANNOUNCEMENTS
- 19. ADJOURN

Next County Board Meeting Tuesday, April 20, 2021 5:00 p.m.

NOTICE OF PUBLIC HEARING JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE

George Jaeckel, Chair; Steve Nass, Vice-Chair; Blane Poulson, Secretary; Matt Foelker and Lloyd Zastrow

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

DATE: Thursday, March 18, 2021

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

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

OR Via Zoom Videoconference

PETITIONERS OR MEMBERS OF THE PUBLIC MAY ATTEND THE MEETING VIRTUALLY BY FOLLOWING THESE INSTRUCTIONS IF THEY CHOOSE NOT TO ATTEND IN PERSON:

You are invited to a Zoom meeting.
When: March 18, 2021 at 07:00 PM Central Time (US and Canada)
Meeting ID: 957 3344 0565
Passcode: Zoning

Register in advance for this meeting:

https://zoom.us/i/95733440565?pwd=eHZRbHZXWXhIUnIKdkhtOXhoTmtNZz09

After registering, you will receive a confirmation email containing information about joining the meeting.

- 1. Call to Order
- 2. Roll Call
- 3. Certification of Compliance with Open Meetings Law
- 4. Approval of Agenda
- 5. Explanation of Public Hearing Process by Committee Chair
- 6. Public Hearing

NOTICE IS HEREBY GIVEN that the Jefferson County Planning and Zoning Committee will conduct a public hearing on March 18, 2021 in Room 205 of the Jefferson County Courthouse, Jefferson, Wisconsin. Members of the public will be allowed to be heard regarding any petition under consideration by the Planning and Zoning Committee. **PETITIONERS, OR THEIR REPRESENTATIVES SHALL BE PRESENT EITHER IN PERSON OR VIA ZOOM.** Matters to be heard are petitions to amend the official zoning map of Jefferson County and applications for conditional use permits. A map of the properties affected may be obtained from the Zoning Department. Individual files, which include staff finding of fact, 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-2, AGRICULTURAL AND RURAL BUSINESS

<u>R4036A-21 – William W Braatz:</u> Rezone 0.9922 acre of PIN 012-0816-1014-000 (18.887 acre) for an agri-business zone at **N9166 Green Valley Rd** in the Town of Ixonia. This is in accordance with Sec. 11.04(f)7 of the Jefferson County Zoning Ordinance.

CONDITIONAL USE PERMIT APPLICATION

<u>CU2067-21 – William W Braatz:</u> Conditional use to allow storage of non-farm equipment for an excavating business at **N9166 Green Valley Rd**, Town of Ixonia, in a proposed A-2 zone on PIN 012-0816-1014-000 (18.887 acres). This is in accordance with Sec. 11.04(f)7 of the Jefferson County Zoning Ordinance.

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

R4037A-21 – Brian & Christina Plasil: Rezone all of PIN 012-0816-1131-002 (1.93 acre) owned by the Plasils and 0.3-acre of PIN 012-0816-1131-000 (41.479 acres) owned by Janet Gerbig to create one, 2.23-acre A-3 lot around the home at W763 Gopher Hill Rd in the Town of Ixonia. This is in accordance with Section 11.04(f)8 of the Jefferson County Zoning Ordinance.

<u>R4038A-21 – Grace Feith, Trustee of the Ellsworth & Ethel James Trust:</u> Create a 2.447-acre A-3 lot around the home and buildings at **N7565 County Rd N**, Town of Milford, from part of PIN 020-0814-3623-000 (40 acres). This is in accordance with Section 11.04(f)8 of the Jefferson County Zoning Ordinance.

<u>R4039A-21 – Chris Biermeier/Gilbert & Bonnie Haugen Property:</u> Rezone 0.7 acre of PIN 022-0613-3044-004 (4.05 acre) owned by Haugens to add it to an adjoining A-3 zone at **W9326 County Rd C,** resulting in one, 1.7-acre A-3 lot for Biermeier in the Town of Oakland. This is in accordance with Section 11.04(f)8 of the Jefferson County Zoning Ordinance.

<u>R4040A-21 – Timothy Schmidt/Jefferey & Sharon Adsit Trust LE & Edward & Rita Nokes Trust:</u> Create a 4-acre A-3 building site on **Tamarack Rd** from part of PIN 024-0516-3521-000 (19.74 acres), Town of Palmyra. This is in accordance with Section 11.04(f)8 of the Jefferson County Zoning Ordinance.

R4041A-21 – **Matthew & Melanie Meracle:** Create a 1-acre building site from part of PINs 026-0616-2522-000 (7.39 acres) and 026-0616-2611-000 (9.628 acres) on **Northey Rd**, Town of Sullivan. This is in accordance with Section 11.04(f)8 of the Jefferson County Zoning Ordinance.

<u>R4042A-21 – Thomas & Rochelle Anfang Trust:</u> Create a 2-acre building site from PIN 026-0616-0524-000 (34.5 acres) and a 2.8-acre building site from PIN 026-0616-0531-000 (36.75 acres) in the Town of Sullivan, at **W1882 Slater** Rd. This is in accordance with Section 11.04(f)8 of the Jefferson County Zoning Ordinance.

<u>R4043A-21 – Kirk & Karen Dys:</u> Create a 1.13-acre building site north of **N2140 Rockdale Rd** from PIN 028-0513-0643-000 (29 acres), Town of Sumner. This is in accordance with Section 11.04(f)8 of the Jefferson County Zoning Ordinance.

<u>R4044A-21 – Kirk & Karen Dys:</u> Create a 1.34-acre building site at the intersection of **Rockdale Rd and Danielson Rd**, Town of Sumner, from PIN 028-0513-0643-000 (29 acres). This is in accordance with Section 11.04(f)8 of the Jefferson County Zoning Ordinance.

CONDITIONAL USE PERMIT APPLICATION

<u>CU2068-21 – Jacob Wegner Properties LLC:</u> Conditional use to allow multi-family housing consisting of ten, 2-bedroom per unit duplexes in a Residential R-2 zone at **W3285 County Rd CW**, Town of Watertown., on PIN 032-0815-0222-001 (10.22 acres). This is in accordance with Sec. 11.04(f)2 of the Jefferson County Zoning Ordinance.

The Jefferson County Alcohol Treatment Court was created in 2014 with the goal of "... reducing recidivism rates for nonviolent OWI offenders thereby increasing public safety and reducing prison and jail populations..." (Wehmeier, 2014). These goals have been accomplished through the collaborative efforts of the Court, District Attorney, Public Defender, Department of Corrections, Human Services, the Sheriff's Department, County Administration, contracted case management agency, and other local stakeholders. These justice system partners have worked to provide intensive treatment, monitoring, case management, and support to repeat OWI offenders in our community. As a result, the community has benefited from reduced recurrence of dangerous OWI behavior by program graduates.

Through December, 2020, the Jefferson County Treatment has managed 119 repeat OWI offenders. Of these, 85 (71%) have successfully graduated the program. Furthermore, of those who have graduated, only six (7%) have reoffended with a new OWI Offense. This is a significant reduction of risk these graduates have posed to the community since they successfully graduated from the program.

Over the past year, the Alcohol Treatment Court has seen a decrease in the number of program participants from a high of twenty-nine (29) participants to a current caseload of eleven (11). This decrease in participation is primarily a result of three factors. First, the COVID-19 pandemic has meant a decline in the number of eligible cases coming through the system during the beginning of pandemic restrictions. Second, recent changes in law regarding OWI 5th and 6th offenders require this population to serve a prison term. This removes roughly half of otherwise eligible defendants. Finally, many eligible OWI 3rd and 4th defendants are choosing not to accept a plea agreement involving Alcohol Treatment Court due to a lack of incentive to participate in the program. Specifically, this involves higher in-custody conditional jail time than the mandatory minimum.

The Jefferson County Community Justice Collaborating Council (CJCC) and the Treatment Court Team have looked at ways to increase the incentives for program acceptance. Specifically, the Waukesha County incentive structure, as outlined in the table below, reduces the conditional jail time to the mandatory minimum, but imposes and stays a longer period of jail for those failing to complete the program.

	OWI 3rd	OWI 4th
Mandatory minimum	45 days	60 days
Jefferson (Current)	60 days (20 jail + 40 house arrest)	160 days (20 jail + 120 house arrest)
Waukesha (Proposed)	40 days (15 jail + 30 house arrest) *w minor child 90 days (60 +30) 200 days (6.6 months) condition time imposed and stayed	60 days (30 jail + 30 house arrest) 300 days (10 months) condition time Imposed and stayed

These proposed changes are designed to accomplish two goals. First, OWI 3rd and 4th defendants would be incentivized to accept a disposition involving Alcohol Treatment Court by having to serve substantially less jail time up front. The lack of a reduction of jail time in the current structure has been cited many times by defendants as the primary reason defendants reject Alcohol Treatment Court. Second, the proposed changes carry known and certain consequences for those who do not complete the program successfully. Currently, not all participants who drop out or are terminated from the program will have their supervision revoked. This lack of certainty serves as a disincentive to successfully completing the program. The proposed structure provides the Alcohol Treatment Court a mechanism independent from the Department of Corrections revocation procedure to impose additional confinement time for those who do not successfully complete the program. Additionally, under the proposed changes, participants will know in advance the consequence of failing to complete the program and that this consequence is a certainty.

The CJCC and Jefferson County Treatment Court Team believe these changes will increase the likelihood that OWI 3rd and 4th defendants will choose to participate in Alcohol Treatment Court. These changes will also provide participants and the community with known and certain consequences for failure. These changes will serve to continue providing repeat OWI offenders with the services necessary to address and change the underlying causes of their behavior while continuing to protect the community.

RESOLUTION NO. 2020-

Entering into a Joint Development Agreement with Crawfish River Solar, LLC and the Town of Jefferson to construct and operate a solar photovoltaic electrical generating facility

Executive Summary

Crawfish River Solar, LLC desires to develop, construct and operate an up to 75 megawatt solar photovoltaic electrical generating facility with necessary associated facilities such as underground power collection lines, access roads, operating and maintenance facilities, electrical substations and overhead transmission line connections in Jefferson County, which includes Jefferson Township. Crawfish River has agreed to enter into a Joint Development Agreement with Jefferson County and the Town of Jefferson to address impacts to the Township and County created by the construction and operation of a solar photovoltaic electrical generating facility.

This Joint Development Agreement was negotiated with input from the Executive Committee which included public comment, as well as input from the Township of Jefferson. Items addressed in the Joint Development Agreement include setback, plan review, transportation impact, drainage impact, vegetation management, noise parameters, land use studies, revenue, and fiscal impacts. On December 8, 2020, a draft of this agreement was introduced to the Jefferson County Board of Supervisors for review and comment. No action was taken at that time.

The Executive Committee considered the Joint Development Agreement at its meeting on February 24th, 2021 and recommend forwarding this resolution and the attached Joint Development Agreement to the County Board to authorize the County Administrator to enter into a Joint Development Agreement with Crawfish River Solar, LLC to construct and operate a solar photovoltaic electrical generating facility in Jefferson County.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, Crawfish River has negotiated in good faith to enter into a Joint Development Agreement which is responsive to the potential impacts associated with operating a solar photovoltaic electrical generating facility in Jefferson County and the Township of Jefferson, and

WHEREAS, the Township is supportive of the attached Joint Development Agreement and the construction of a solar photovoltaic electrical generating facility, and

WHEREAS, Jefferson County has received input and comments from County Board Supervisors and members of the public through meetings of the Planning and Zoning Committee, the Executive Committee, and the County Board.

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to execute the attached Joint Development Agreement with Crawfish River Solar, LLC on behalf of Jefferson County.

BE IT FURTHER RESOLVED, that the County Administrator is authorized to make minor changes to this agreement that do not materially affect the terms and conditions stated therein and report such changes to the Executive Committee.

Fiscal Note: Jefferson County and the Town of Jefferson will no longer receive property tax revenue on the land used for operation of the solar photovoltaic electrical generating facility, but will receive payments in lieu of taxes from the state of Wisconsin in the form of shared Utility Tax revenue which will exceed the amount of lost tax revenue.

Aves:	Noes:	Abstain:	Absent:	Vacant:
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Referred By: Executive Committee

03-09-2021

REVIEWED: County Administrator: <u>BW</u>; Corporation Counsel: <u>JBW</u>; Finance Director: MAD

Joint Development Agreement

Crawfish River Solar, LLC, Jefferson County, Wisconsin and Town of Jefferson, Jefferson County, Wisconsin

This Joint Development Agreement (referred to herein as the "Agreement") by and among Crawfish River Solar, LLC (referred to herein as "<u>Crawfish River</u>"), and Jefferson County, Wisconsin (the "<u>County</u>") and the Town of Jefferson, Jefferson County, Wisconsin (the "<u>Town</u>"). Both municipalities are individually referred to herein as a "<u>Local Government</u>" and collectively referred to as the "<u>Local Governments</u>". Crawfish River and the Local Governments are individually referred to as a "<u>Party</u>" and collectively referred to as the "<u>Parties</u>" herein.

RECITALS

Crawfish River desires to develop, construct and operate an up to 75 megawatt (MW) solar photovoltaic electrical generating facility with necessary associated facilities, such as underground power collection lines, access roads, operating and maintenance facility, electrical substation and overhead transmission line connections in the Town of Jefferson, Jefferson County, Wisconsin (referred to herein as the "**Project**").

- 1. The Parties agree that it is in the best interests of each to memorialize the rights, obligations and responsibilities of the Parties with respect to the Project's use of County and Town roads, rights-of-way and drainage systems during construction and operation of the Project.
- 2. The Parties further agree that the below Agreement is the product of joint negotiations and its primary purpose is to foster cooperation and good-faith dealing.
- 3. The Parties agree that the Project is under the jurisdiction of the Local Governments and acknowledge the intent of Crawfish River to seek a Conditional Use Permit.
- 4. All time periods listed below in the Agreement are based on calendar days.
- 5. The term "facility" or "facilities" as used in this Agreement includes, but is not limited to, the solar photovoltaic electrical generating facility which is the subject of this Agreement, including all necessary associated facilities described above, and all components related to the Project, except for fences, landscaping, and access roads as applicable.
- 6. Any amendment to this Agreement, including but not limited to, changes to operations or facilities, must be negotiated among the Parties and agreed to by mutual consent of all Parties, which shall be in writing and signed by all Parties.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties to this Agreement hereby stipulate and agree as follows:

- 1. Planning and Construction Phase: The Parties understand and agree that approval of the Project is solely under the jurisdiction of the Local Governments and that the Project's preliminary and final site plans are subject to approval from the Local Governments for substantive site design changes.
 - a <u>Planning Phase</u>: Upon request from a Local Government, Crawfish River shall, within three (3) days of any request, provide proposed plans for above ground facilities and below ground facilities of the Project and proposed equipment haul routes.
 - b. Pre-Construction Schedule: Crawfish River will provide the Local Governments relevant site plans, including the erosion control plan, construction timelines which shall comply with the timelines set forth herein and in attached Exhibit A incorporated by reference, and other relevant construction information, at least seventy-five (75) days prior to the start of construction, to allow the Local Governments an opportunity to review and comment on construction information. To the extent necessary, Crawfish River reserves the right to provide amended site plans, construction timelines, and other relevant construction information prior to the start of construction which shall be provided to Local Governments within three (3) days of amended plan completion, with the exception of the timeline for commencement of operations which shall be not later than December 31, 2022.
 - 1. Members of the Project's construction team will attend a preconstruction meeting with Jefferson County staff at a mutually agreeable date not less than forty-five (45) days prior to the start of construction. The Parties will ensure that representatives from Jefferson Township will be invited to this pre-construction meeting.
 - 2. Notwithstanding Crawfish River's obligations in Sections 2 and 3 below, Crawfish River shall commission a report by a subject matter expert which will document the condition of existing infrastructure (e.g. roads and culverts) and provide such report to the Local Governments, not less than forty-five (45) days prior to the start of construction activities.
 - 3. Crawfish River shall provide Jefferson County staff with copies of the Glare, Sound, and Electromagnetic Frequency and Storm Water studies which were previously submitted in conjunction with the PSCW's Certificate of Authority review process, as well as any other studies which have been completed related to the development of the Project, which shall be provided to the Local Governments on request.

4. Crawfish River shall obtain approval from the Jefferson County Highway Department or appropriate state or local jurisdiction for all field access points to a public road. Crawfish River shall repair and/or replace all culverts that have been damaged or removed during the construction process to their preconstruction condition, unless the municipal authority having jurisdiction over the highway where the culvert is located determines in writing that a culvert is deemed redundant or unnecessary as a result of final engineering.

5. Compliance and Complaint Process:

- a Crawfish River shall identify a Project contact to the Local Governments on its behalf, for compliance and complaints, if any.
- b. During construction, the construction site manager of the engineering procurement and construction ("EPC") firm selected by Crawfish River will be designated as the Project contact, under Section 5(a) above. The selected EPC firm shall be contractually obligated to Crawfish River to abide by the applicable permit requirements.
- c. After construction completion, Crawfish River's full-time operations team, or if operational control is transferred to another party or entity, Crawfish River's successor, will be the Project contact. Complaints shall be submitted through the project website and the Local Governments will be provided with the operation team's contact information.
- 2. Project's Use of Roads and Road Repair Obligations: Crawfish River shall document pre-construction conditions of all anticipated road crossings and anticipated impact on traffic during construction, including, but not limited to, County Road G, County Road J, Highway 89, and Highway 18. Crawfish River shall commission (1) a report prepared by a subject matter expert to record pre-construction conditions and (2) a report prepared by a subject matter expert to record anticipated post-construction conditions and provide such reports to the Local Governments. These reports will include video documentation and will be provided forty- five (45) days prior to the start of construction.
 - a Crawfish River shall reasonably maintain the traveled surface and infrastructure on County Road G, County Road J, Highway 18, in safe conditions consistent with state and county standards for such road throughout the construction period and will not wait until construction completion to address maintenance issues or potentially hazardous conditions. Crawfish River shall document road infrastructure maintenance on County Road G, County Road J, and Highway 18, and provide status reports to Jefferson County on an as-needed basis, and within ninety (90) days of the Project reaching its Commercial Operation Date. For purposes of this Agreement, the Commercial Operation Date shall be the date designated by Crawfish River in its written notice to the County (the "Commercial Operation Date

Notice").

- b. At the completion of construction, and to the extent any damage has occurred as a direct result of the Project, Crawfish River shall return those portions of County Road G, County Road J Highway 18 used to transport equipment and personnel to a level comparable to its pre-construction conditions, or alternatively compensate the Local Governments collectively to repair County Road G, County Road J, and Highway 18 to the levels comparable to its pre-construction levels within thirty (30) days following completion of Project unless waived by the local government with jurisdiction over the road.
- c. The roads stated in this section will either be the exclusive County and Town/Local roads authorized to be used by construction vehicles for this Project or roads maintained by the County or Local Governments on behalf of the State or other unit of government. If Crawfish River needs to use State/County/Town/Local roads not listed herein by construction vehicles, Crawfish River shall negotiate such use with all affected parties/governments.

3. **Project's Drainage Repair Obligations:**

- a Crawfish River shall document the conditions of anticipated drainage crossings.
- b. Crawfish River shall commission a report prepared by a subject matter expert to record pre-construction conditions and a report to record post construction conditions and provide such reports to the Local Governments and the Jefferson County Drainage District. These reports will include video documentation. The pre-construction report will be provided thirty (30) days prior to construction and the post-construction report ninety (90) days from the completion of construction.
- c. Prior to the commencement of construction, Crawfish River will consult with the Jefferson County Drainage District and the Jefferson County Land and Water Conservation Department for review and comment prior to submitting final design plans to Jefferson County for the items identified above in Section 1.b.
- d Crawfish River shall have ninety (90) days from the completion of construction to provide the Local Governments with a plan in which to (a) remedy damage to public drainage infrastructure, if any, within the project footprint, caused by construction activities that negatively impact drainage systems, and if applicable, (b) compensate the applicable Local Governments to repair such public drainage infrastructure to a level comparable to the pre-construction level.

- e. If existing drainage ditches are determined to be "navigable" by the Wisconsin Department of Natural Resources, Crawfish River shall ensure its design plans are in compliance with the appropriate regulatory authority regarding setbacks from the ordinary high water mark to all above ground facilities (not including fences and access roads). For drainage ditches that are not deemed "navigable", as further set forth in Section 6(a), there shall be at least a twenty (20) foot setback to above ground facilities. The setback for all drainage ditches to fences shall be twenty (20) feet unless a different setback is required by the Jefferson County Drainage Board or applicable state statutes. Crawfish River agrees to comply with the Jefferson County Zoning Ordinance regarding the restrictions on removing vegetation within seventy-five (75) feet of the ordinary high water mark along any "navigable" drainage ditch or waterway, except for access roads.
- f. Crawfish River agrees to maintain any existing drainage system on all property with facilities to the extent necessary for proper drainage of the property and to protect and prevent drainage on public property and roads as well as other private property including, but not limited to, repairing any drain tiles damaged by Crawfish River during construction of the Project.

4. Allocation of Utility Shared Revenues Proceeds Between Local Governments:

- a Crawfish River is subject to taxation under Chapter 76 of Wisconsin Statutes, which requires payment of a generator license fee¹. The Utility Shared Revenue program is the program by which the Wisconsin Department of Revenue ("DOR") distributes some of the revenues collected under the generator licensee fee to counties and municipalities.
- b. Based on the Wisconsin Utility Shared Revenue program, the Parties estimate the Project will generate approximately \$300,000 annually over its useful life in general, unrestricted aid that may be used for any activity approved by the local governing body. According to state statute, these amounts are to be distributed by the State of Wisconsin as follows:
 - 1. \$125,000 annually to Jefferson Township (at the rate of \$1,667 per MWac) and up to \$175,000 annually for Jefferson County. All parties agree that this amount is an estimate. The exact amount will be determined once Crawfish River is in operation.

¹ The Project will be subject to the generator license fee under Wisconsin Statutes §§ 76.28 and 76.29.

² From the Wisconsin Legislative Fiscal Bureau's, Informational Paper 18, Shared Revenue Program (County and Municipal Aid and Utility Aid, dated January 2019), page 1: "The state provides general, unrestricted aid to counties and municipalities through several programs. Unlike categorical aid, which must be used for a specific purpose, unrestricted state aid can be used for any activity approved by the local governing body. Typically, the aid is commingled with the local government's other revenues and is not directly tied to any specific function. As such, it supplants other types of revenues that would otherwise be raised to fund the local government's functions."

- c. The anticipated Utility Shared Revenue Payment amounts compare favorably to the current property tax revenues generated from the land that will be used for the Project.
- d Despite the increase in County and Township tax revenues as set forth above, the Parties acknowledge there may be an annual reduction in property tax revenue in the amount of approximately \$4,000 because the land located in the Project Area, as depicted in the CUP Application ("Project Area") will be removed from local property tax rolls because Crawfish River is subject to taxation under Chapter 76 of Wisconsin Statutes.
 - 1. The total property tax obligation for 100 percent of the parcels in the Project Area in 2019 is approx. \$9,500³. The assessments for these properties include cultivated land and improvements, such as houses and other structures which will not become part of the Project and are anticipated by the Parties to remain on local property tax rolls. In addition, the project will only utilize a portion of the land for some of the parcels. The \$9,500 is broken down as follows:
 - a Property tax on improvements is estimated at approx. \$4,000.
 - b. Property tax on unimproved real property that the project will not utilize is estimated at approx. \$1,500.
 - c. Property tax on unimproved real property to be used by the project is estimated at approx. \$4,000.
- e. Parties acknowledge that Jefferson School District, the Fort Atkinson School District and the Madison Area Technical College (MATC) currently receive property tax revenue in the approximate amounts of \$1,900/year, \$100/year and \$200/year respectively from land located in the Project Area through property tax payments, but they do not directly receive such Utility Shared Revenue Payments.
- f. In the future event that Jefferson County is no longer able to collect property taxes in the approximate amount of \$4,000, Crawfish River hereby agrees to pay such portions of property tax that would have otherwise been distributed to Jefferson

³ Subject to confirmation by Jefferson County.

School District, Fort Atkinson School District and MATC directly, in the amounts of \$1,900/year, \$100/year and \$200/year respectively, with a 1.5% per year escalator, during the useful life of the Project.

- g. If a change in law results in the elimination or reduction of the Utility Shared Revenue program, the elimination or reduction of the generator license fee (under Wis. Stat. § 76.28 and § 76.29), and the land used by the Project is not returned to the applicable taxing jurisdiction's property tax rolls, which result in tax payments to the County in an amount less than what was previously being received through the Utility Shared Revenue program, then Crawfish River will compensate County and Local Units of Government for the difference between the lost property tax revenue and the previous payments received by County and Local Units of Government, up to the amount of the Project's prior year's generator license fee (under Wis. Stat. § 76.28 and § 76.29).
- h. Neither Crawfish River nor its direct or indirect owners or affiliates shall take any affirmative action, including lobbying, to directly or indirectly interfere, impede, eliminate, or reduce the Utility Shared Revenue program currently in effect or the amounts paid to County or local units of government under such program.

5. <u>Assurances</u>:

- a Assurance in Support of this Agreement During the Project's Operations:
 - 1. Crawfish River shall, deposit one of the following assurances at its discretion: (a) Fifty Thousand Dollars (\$50,000); (b) post a Bond in said amount; or (c) provide a Letter of Credit in said amount with or to Jefferson County, in support of the terms and conditions of the Project set forth in this Agreement within thirty (30) days of execution of this Agreement. Jefferson County shall hold the assurance on behalf of Jefferson Township. Jefferson County shall provide fifteen (15) days' notice to Crawfish River in advance of drawing upon such assurance. Said assurance shall remain in place through the Project's operations but if the Project's operations do not commence, said assurance shall be released; and
 - 2. Crawfish River shall, deposit one of the following assurances, at its discretion: (a) an additional One Hundred Thousand Dollars (\$100,000); (b) post a Bond in said amount; or (c) provide a Letter of Credit in said amount with or to Jefferson County in support of the terms and conditions of the Project set forth in this Agreement within thirty (30) days following the start of the Project's operations. Jefferson County shall hold the assurance on behalf of Jefferson Township. Jefferson County shall provide fifteen (15) days' notice to Crawfish River in advance of drawing upon such assurance. Said assurance shall remain in place through the Project's operations.

- b. Assurances in Support of Decommissioning: Crawfish River shall provide the Local Governments with its Decommissioning Plan prior to the start of the Project's construction for review and comment, and:
 - 1. Crawfish River shall, at its discretion, deposit One Million Dollars (\$1,000,000), post a Bond in said amount, or provide a Letter of Credit ("The Decommissioning Assurance") in said amount with or to Jefferson County prior to the start of the Project's construction. Jefferson County shall hold the Decommissioning Assurance on behalf of Jefferson Township. Jefferson County shall provide fifteen (15) days' notice to Crawfish River in advance of drawing upon such Assurance.
 - 2. If it is determined through the decommissioning plan that the cost of decommissioning shall exceed the above \$1,000,000 Decommissioning Assurance, Crawfish River shall increase the amount of the Decommissioning Assurance to the amount of the expected cost of equipment removal, minus estimated salvage costs for the Project.
 - 3. If it is determined through the decommissioning plan that the cost of decommissioning shall not exceed the above \$1,000,000 Decommissioning Assurance, the Local Governments may jointly agree to decrease the amount of the Decommissioning Assurance to an amount to be not less than the amount of the expected cost of equipment removal, minus estimated salvage costs for the Project.

6. Setbacks, Equipment Height, Vegetation, and Fencing:

- a. Project Setbacks:
 - 1. Design: The Project design shall incorporate a minimum one hundred fifty (150) foot setback to all above ground project components from non-participating residences, and at least a twenty (20) foot setback from property lines of non-participating residences (excluding fences and access roads).
 - 2. Watercourses: The Project shall maintain a thirty-five (35) foot setback to all above ground project components (excluding fences and access roads) from water if deemed "navigable" by the Wisconsin Department of Natural Resources unless a greater distance is required by the appropriate State regulatory authority. If not deemed "navigable", a minimum twenty (20) foot setback will be maintained to all above ground project components.
 - 3. Public Drainage Ditches: If drainage ditches are determined to be "navigable" by the Wisconsin Department of Natural Resources, Crawfish

River shall ensure its design plans will contain a minimum setback from the ordinary high water mark to all above ground facilities (excluding fences and access roads) at a distance required by the appropriate State regulatory authority. Drainage ditches that are not deemed "navigable" shall have at least a twenty (20) foot setback from the ordinary high water mark to all above ground facilities. The setback from all drainage ditches to fences shall be twenty (20) feet. Crawfish River agrees to comply with the Jefferson County Zoning Ordinance regarding the restrictions on removing vegetation within seventy-five (75) feet of the ordinary high water mark along any "navigable" drainage ditch or waterway (except access roads).

- 4. Property Boundaries: The Project shall maintain a twenty (20) foot setback from property lines of non-participating land owners to all above ground project components (excluding fences and access roads), with no minimum setback from property lines of participating landowners.
- 5. State Trunk Highway 89: The Project shall maintain a seventy (70) foot setback from the end of the Right of Way or one hundred forty (140) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
- 6. U.S. Highway 18: The Project shall maintain a seventy (70) foot setback from the end of the Right-of-Way or one hundred forty (140) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
- 7. Jefferson County Highway G: The Project shall maintain a fifty (50) foot setback from the end of the Right-of-Way or eighty five (85) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
- 8. Jefferson County Highway J: The Project shall maintain a fifty (50) foot setback from the end of the Right-of-Way or eighty five (85) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
- 9. Jefferson County Highway Q: The Project shall maintain a fifty (50) foot setback from the end of the Right-of-Way or eighty five (85) feet from the center of the traveled portion of the road to all above ground project components (excluding fences and access roads), whichever is greater.
- 10. Special Considerations: For non-participating landowners whose property is bounded on two or more sides by property owned by a participating landowner on which the final design will include above ground components (excluding fences and access roads), the Project's design shall incorporate

a minimum two hundred (200) foot setback to all above ground project components from the non-participating landowner's residence, and at least a fifty (50) foot setback from the non-participating landowner's property line (excluding fences and access roads), for those parcels containing the residence and for those shared boundaries within four hundred (400) feet of the residence.

b. Sound Impacts:

- 1. The Project will comply with PSCW standards set forth in Wis. Admin. Code § PSC 128.14 and Jefferson County sound impact standards set forth in the Jefferson County Zoning Ordinance for the zoning district where the Project is located, which together include maximum sound levels attributable to the facility during daylight and evening hours.
- 2. The Project's inverters and substation, which constitute noise emitting equipment from the solar facility, shall not exceed the PSCW mandated maximum nighttime sound level of 45 dBA, nor the maximum daytime sound level of 50 dBA, at the walls of the noise-sensitive receptors, hereby identified as the single-family residences within proximity of the Project. Additionally, the Project will meet the daytime sound standard thresholds at the Project's boundaries, as set forth in Jefferson County's Ordinances, currently in effect.
- 3. Construction Hours. Hours of construction will be between 7:00 a.m. and 7:00 p.m., Monday through Saturday, and between 10:00 a.m. and 7:00 p.m. on Sunday.
- c. Equipment Height: The height of the Project's equipment shall be no higher than the fourteen (14) foot maximum panel height (with the exception of the project substation), which is to be measured at the apex when the tracker is at its maximum tilt in early morning or late evening.
- d Under-Panel and Inter-Row Vegetation: Perennial vegetation mix comprised of a native grass species will be planted under the panels and between rows in the manner set forth below.
 - In order to control potential invasive and/or noxious weed species which
 have the potential to impact neighboring properties, Crawfish River will
 implement an annual vegetation management regimen which will consist of
 mowing as necessary and selective practices to control noxious weeds,
 including but not limited to the use of approved herbicides.
 - 2. Crawfish River will explore the use of grazing animals such as sheep for its

annual vegetation management regimen. If grazing animals are planned, then Crawfish River shall adhere to provisions in the Jefferson County Zoning ordinance related to animal number limits as well as standards regarding animals kept for at least ninety (90) days in any 12-month period (Livestock Siting). Crawfish River will work with landowners participating in the Farmland Preservation Program to ensure they have what they need to meet program requirements for pastures and nutrient management planning. Crawfish River will follow a Natural Resource Conservation Service-Wisconsin prescribed grazing plan. If grazing animals are used, Crawfish River agrees to notify the Planning and Zoning Department within five (5) days of the animals arriving on the property to provide the Department with the type of animals and location of animals, the number of animals and the length of time the animals will remain on the property.

e. The Vegetative Buffer:

- 1. For adjacent, non-participating landowners whose primary residence has a direct view of solar arrays, Crawfish River will fund a vegetative buffer that provides a natural visual transition. This will consist of a Prairie-style aesthetic made up of native grasses and flowering plants. This planting shall, at the least, encompass that area between the property line and the fence line of the Project, excluding any maintenance area required for access just outside of the fence. These plantings will reach a height of three to five feet. Additional visual transition vegetative plantings beyond the Prairie-style aesthetic may be discussed and agreed upon on a case by case basis with the individual non-participating landowners.
- 2. Crawfish River will maintain any areas between fence line and property boundaries that are not being actively farmed by participating landowner with native plants (pollinator habitat, comprised of long stem grass and flowering plants).
- 3. Crawfish River agrees to create and maintain an appropriate vegetative buffer designed to prevent or minimize erosion around waterways and drainage ditches with native plants (pollinator habitat, comprised of long stem grass and flowering plants).

f. Fencing:

1. Crawfish River shall install deer fencing around the solar equipment at the height of seven (7) feet or a height mandated by electrical code to mitigate changes to the aesthetics of agricultural landscape and to prevent larger animals from gaining access to solar equipment. In the event of a conflict between a height of seven (7) feet or a height mandated by electrical code,

- the height mandated by the electrical code shall control.
- 2. The fencing specified for the project will have openings large enough to allow the safe passage of small mammals.
- 3. The Project shall include areas where larger wildlife such as deer will have crossings or passage at locations where wildlife trails are located, along stream and drainage corridors, and at other locations as needed. The Department of Natural Resources Wildlife Biologist should be contacted to provide guidance on locations and a plan shall be provided to the Jefferson County Land and Water Conservation Department before construction of any fencing.
- 4. The Project's substation fence may utilize chain link and barbed wire, as required by electrical code.
- 5. No fence shall cross a "navigable" waterway.
- g Aesthetics: Crawfish River shall maintain all facilities in a manner to preserve the aesthetics of all facilities including, but not limited to, not allowing equipment or fencing to deteriorate or remain in a state of disrepair within view of the public or adjoining land owners.
- 7. **Assignment of Interest.** Crawfish River shall have the sole and exclusive right to sell, assign, or lease any or all portions of its Project to any non-party entity at any time upon written notice to the Local Governments within thirty (30) days after any such assignment. In such event, such non-party entity shall, with Crawfish River or, in the event of total sale, assignment or lease, the new owner of the Property, shall have the same rights and obligations as Crawfish River as set forth in this Agreement, to operate the Project in, along, under, and across the same road rights-of-way and drainage systems. Crawfish River, its successors or assigns, shall, at all times and at its sole expense, maintain the Project in good condition and repair. Crawfish River shall also have the sole and exclusive right (without any consent from the Local Governments required) to collaterally assign its interest in this Agreement to any parties providing debt, equity or other financing for the Project to Crawfish River or any of its affiliates. For the avoidance of doubt, no direct or indirect change in control of the ownership interests of Crawfish River Solar, LLC, or any sale of direct or indirect ownership interests in the Crawfish River Solar, LLC (including any tax equity investment or passive investment) shall constitute an assignment requiring the consent of the Local Governments under this Agreement. However, in the event of a direct or indirect change in or sale of control of the ownership interests of Crawfish River Solar, LLC, the Local Governments shall have the ability to designate the amount and type of Assurances under 5. a. and 5. b. above, which in their sole discretion are necessary to accomplish the intent of the obligations under paragraph 5.
- **8.** Cooperation. Crawfish River and the Local Governments agree to communicate and

- cooperate in good faith concerning the safe construction and operation of the Project and preventing or correcting any adverse conditions that may be created by the Project.
- **Indemnification.** Crawfish River agrees to defend, indemnify, and hold harmless the Local Governments and their supervisors, trustees, administrators, employees, and representatives (collectively the "Indemnified Parties") against any and all losses, damages, claims, expenses, including reasonable attorneys' fees, and liabilities for physical damage to the property of the Local Governments and for physical injury to any person, to the extent the same is a result of any activities or operations of Crawfish River, its agents and employees, for the performance or non-performance of its duties pursuant to this Agreement except to the extent such physical damage to property or physical injury to persons is caused by the negligence or intentional misconduct of the Local Governments. Furthermore, Crawfish River agrees to defend, indemnify, and hold harmless the Indemnified Parties from any third party claims arising out of terms and conditions of this Agreement, except to the extent that such claims are caused by the negligence or intentional misconduct of the Local Governments. This indemnification obligation shall survive the termination of this Agreement.
- 10. **Insurance.** At all times during the term of this Agreement, Crawfish River shall keep in force and effect Commercial and General Liability Insurance as outlined below issued by a company authorized to do business in the State of Wisconsin and A.M. Best "A" rated or better and Class VII size or larger. Such insurance shall be primary. The Commercial General Liability Policy shall be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, property damage, independent contractor's coverage and coverage from property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). At the commencement of this Agreement, the policy limits shall not be less than \$5,000,000 general aggregate \$5,000,000 products/completed operations aggregate, and \$5,000,000 personal injury, \$5,000,000 each claim. Crawfish River shall have the right to self-insure to the limits required. Prior to this Agreement taking effect, and upon request (which shall not be more than once per year), Crawfish River shall furnish the municipality with proof of insurance or evidence of selfinsurance. The Local Governments will be given 30 days advance notice by the insurance company of cancellation of the insurance during the term of this Agreement. The Local Governments, their boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insureds") shall be named as additional insureds under all the policies, which shall be so stated on the Certificate of Insurance. However, in the event of a direct or indirect change in or sale of control of the ownership interests of Crawfish River Solar, LLC, the Local Governments shall have the option to prohibit any successor from having the right to self-insure to the limits required and require such successor in interest to obtain Commercial and General Liability Insurance as outlined above, issued by a company authorized to do business in the State of Wisconsin and A.M. Best "A" rated or better and Class VII size or larger.
- 11. <u>Compliance with Laws</u>. Crawfish River shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments,

and other valid orders of any government authority with respect to its activities associated with the Project and shall obtain all material permits, licenses, and orders required to conduct any and all such activities.

- 12. Entire Agreement: This Agreement, including all Exhibits and other documents and agreements referenced herein, constitutes the Entire Agreement among the parties hereto in respect to the Project. However, this Agreement shall be deemed and read to include and incorporate all of the Exhibits hereto and any related approvals of the Local Governments. No modification, waiver, amendment, or change of this Agreement shall be valid unless the same is in writing and signed by the parties.
- **Relevant Law.** Any and all disputes arising under this Agreement and/or relating to the actual development and/or construction of the Project shall be resolved pursuant to the laws of the State of Wisconsin.
- <u>14.</u> **Disputes**. Crawfish River will have sixty (60) days from the time in which Jefferson County, the Town of Jefferson notifies it of any dispute related to this Agreement to 1) make a determination of its validity, and if so determined to be valid, 2) provide a plan in which to reasonably remedy such Complaint. In the event such a dispute cannot be resolved after steps 1) or 2) above, the aggrieved Local Government shall provide written notice of said dispute to the Project within fifteen (15) days after the occurrence of steps 1) or 2) ("Notice of Dispute"). The Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the aggrieved Local Government. The Parties shall endeavor to resolve the Dispute by mediation with a mediator mutually acceptable to the Parties. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) days, or as soon thereafter as possible, of the issuance of a Notice of Dispute. The costs of the mediator shall be equally shared by the Parties. Such remedies as may be available by law shall apply in the event of unsuccessful mediation of the dispute. All disputes which are not resolved by good faith discussions or mediation shall be resolved in Jefferson County, Wisconsin by arbitration with a single arbitrator mutually acceptable to the Parties. If the Parties cannot agree on an arbitrator, either party may petition the Jefferson County Circuit Court for appointment of an arbitrator, or have the option to seek relief by commencing a lawsuit in Jefferson County Circuit Court. Arbitration shall be in accordance with Wis. Stat. Chapter 788 in effect at the time of the Dispute.
- <u>15.</u> <u>Notices.</u> Notices, requests, demands, and other communications shall be sent to the following addresses:

FOR CRAWFISH RIVER SOLAR LLC:

NAME: Sergio Trevino TITLE: Vice President, Permitting 20 Jay Street, Suite 900 Brooklyn, New York 11201

FOR JEFFERSON COUNTY:

NAME: Benjamin Wehmeier TITLE: County Administrator Jefferson County Courthouse, 311 S. Center Avenue, Room 111 Jefferson, Wisconsin 53549

FOR TOWNSHIP OF JEFFERSON:

NAME: Michael Hollinger TITLE: Town Chair W7002 County Road J Jefferson, Wisconsin 53549

All notices shall be in writing. Any notice shall be deemed to be sufficiently given (i) on the date, if delivered in person; (ii) five (5) days after being sent by United States registered or certified mail, postage prepaid, return receipt requested; or (iii) on the next Business Day if sent by overnight delivery service (e.g. Federal Express) to the notified Party at its address set forth above. These addresses shall remain in effect unless another address is substituted by written notice.

Notices may be also sent via email transmission to the email addresses provided below, however, notice sent via email shall be followed by notice delivered by personal service or by registered or certified mail, return receipt requested, or by overnight delivery.

FOR CRAWFISH RIVER SOLAR LLC:

NAME: Paul Harris TITLE: Vice President 20 Jay Street, Suite 900 Brooklyn, New York 11201

FOR JEFFERSON COUNTY:

NAME: Benjamin Wehmeier TITLE: County Administrator Jefferson County Courthouse, 311 S. Center Avenue, Room 111 Jefferson, Wisconsin 53549 BenjaminW@jeffersoncountywi.gov

FOR TOWNSHIP OF JEFFERSON:

NAME: Michael Hollinger, or Current Town Chair TITLE: Town Chair W7002 County Road J Jefferson, Wisconsin 53549

16. Severability. If any provision of this Agreement shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without affecting the remaining parts or provisions of the Agreement.

EXECUTION PAGE ONLY

• •	Agreement have caused this instrument to be signed of Crawfish River Solar, LLC, thisday of
CRAWFISH RIVER SOLAR, LLC:	
By:	
Name:	
Title:	

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument	ent to be signed
and sealed by duly authorized representative of Jefferson County, this	day of
, 2021.	
JEFFERSON COUNTY:	
Ву:	
Name: Benjamin Wehmeier	
Title: County Administrator	

EXECUTION PAGE ONLY

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to	be signed
and sealed by duly authorized representative of Township of Jefferson, this	day of
, 2021.	
TOWNSHIP OF JEFFERSON:	
By:	
Name: Michael Hollinger	
Title: Town Chair	
Attest	
By:	
Name: Tina Barnes	

Title: Town Clerk

Crawfish River Joint Development Agreement

EXHIBIT A

Table 5.8-1: Estimated Project Construction Schedule

Activity	Start	End
Start of On-Site Construction ²	July 2021	
Workforce Mobilized	July 2021	August 2021
Vegetation removal and localized grading	August 2021	September 2021
Staging and Laydown Areas Established	September 2021	October 2021
Access Road Installed	September 2021	October 2021
Posts Driven	October 2021	April 2022
Tracking System Racks Installed	October 2021	April 2022
Inverter Installed	October 2021	April 2022
Solar Modules installed	April 2022	October 2022
Project Substation Built	March 2022	August 2022
Gen-Tie Line Built	April 2022	July 2022

RESOLUTION NO. 2020-

Supporting continued review of Courthouse facility renovation project and amending contract with Potter Lawson for consulting services

Executive Summary

Over the last several years, Jefferson County has continued to evaluate the condition of County facilities to ensure that its long term operational needs are being addressed. This has included the Courthouse, Sheriff's Office, Jail (Courthouse facility), highway facilities and south campus operations primarily focused on health and human services operations. During the evaluation process, it was determined that the Courthouse, including the Sheriff's Office and jail, are most in need of renovation and upgrades.

The Courthouse was built in various phases starting in 1961, with additions in 1966 and 1991. Today, much of the Courthouse is original construction with original equipment. As a result, there has been an increasing failure rate related to mechanical, electrical and plumbing systems. Most of these systems have significantly exceeded their life expectancy and are either continually in need of repair or are likely to need repairs in the near future. Further, the Courthouse does not meet current building codes, provide for basic life/safety measures or the Americans with Disabilities Act requirements. In reviewing how to address the future needs of the Courthouse facility, a determination was made to review Courthouse operations in addition to mechanical, electrical and plumbing systems. This includes life, safety, and security needs, Information Technology needs, general operational needs, and compliance with current codes and regulations such as the Department of Corrections (jail), Supreme Court Rules (court system), American with Disabilities Act, and various other applicable building codes.

In 2019, the Building and Grounds Committee interviewed consultants to evaluate the operational needs of the Courthouse. Potter Lawson and Partners was selected as the design team and approved by the County Board. During 2020, Potter Lawson's review of the Courthouse consisted of reviewing mechanical, electrical, and plumbing systems; and advising of code deficiencies, security needs, technology needs and necessary upgrades to meet the future demands of Courthouse operations. This process included input from county staff and elected officials.

In October of 2020, after presentations to the Building and Grounds Committee, a report was presented to the County Board. This report included a mechanical, electrical, and plumbing systems analysis and a new space configuration to include three primary additions to the Courthouse. The total project cost at that time was estimated at \$33 million with \$17 million to replace the mechanical, electrical and plumbing systems. Financing options were presented to the Board and included discussion that interest was at historically low rates.

On Feb 19th, a Joint meeting of the Executive Committee (5-0), Finance Committee (5-0) and Building & Grounds Committee (4-1) determined it was appropriate to continue to evaluate the Courthouse renovation project, and also determined that additional design services were needed to finalize the scope of the project. This resolution approves the on-going efforts to review and further

define the scope of the Courthouse facility renovation project and provide funding authorization for continued design work by amending the existing contract with Potter Lawson to provide additional services not to exceed \$150,000, for which funding has been designated in the 2021 budget. This resolution does not authorize or obligate the County to commence any Courthouse facility renovations or construction.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, it is necessary to conduct continued evaluation of future Courthouse facility needs with Potter Lawson to finalize a detailed scope of work for renovation of the Courthouse, Sheriff's Office and jail, and

WHEREAS, it is in the best interests of Jefferson County to continue with renovation plans for the Courthouse facility.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby approves reviewing and further defining the scope of the Courthouse facility renovation project.

BE IT FURTHER RESOLVED that funding authorization for continued design work is hereby granted and the County Administrator is authorized to enter into an amended contract with Potter Lawson to provide additional services not to exceed \$150,000, for which funding has been designated in the 2021 budget.

Fiscal Note: Funds for the continuation of the contract with Potter Lawson as described above have been budgeted in the Central Services budget line 11201.521219. No budget adjustment is necessary.

Ayes:	Noes:	Abstain:	Absent:	Vacant:	_
Referred By:					
Executive Committe					
and Building & Grou	ands Committe	ee		03-0	9-20-21

REVIEWED: County Administrator: BPW; Corporation Counsel:_JBW_; Finance Director:

RESOLUTION NO. 2020-____

Disallowing Claim of John Ebbott

Executive Summary

A claim has been made against Jefferson County for damage to the claimant's mailbox during plowing operations by Jefferson County. This claim has been reviewed by the County's insurance carrier, Wisconsin Municipal Mutual Insurance Company, and was recommended for disallowance based on the finding that the County is not legally responsible for the alleged damages. This resolution formally denies the claim filed against Jefferson County and directs the Corporation Counsel to give the claimant notice of disallowance. The Finance Committee considered this resolution at its meeting on March 04, 2021 and recommended forwarding to the County Board for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, the following claim was filed against Jefferson County as follows:

Date of	Claim	Allego	ed	
Claimant	Loss	<u>Filed</u>	<u>Description</u>	Damages
John Ebbott	12/30/20	12/30/20	John Ebbott alleges damage to his	
			Mailbox by a Jefferson County-contracted	
			Snowplow operator on County Road CI.	\$250.00

WHEREAS, Jefferson County's insurance carrier, Wisconsin Municipal Mutual Insurance Company, recommends disallowance of the claim on the basis that the County is not legally responsible for the alleged damages, and

WHEREAS, denial of this claim does not prevent the County's insurance carrier from entering into negotiations with the claimant, and if deemed appropriate, settling such claim for a fair and reasonable amount.

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:	
Referred By: Finance Committee	e					03-09-21
						111.22



NOTICE OF CLAIM AND CLAIM

AGAINST JEFFERSON COUNTY, WISCONSIN

FOR DESTRUCTION OF MAILBOX

I hereby give notice to Jefferson County of my claim for \$250 in damages for the total destruction of my mailbox on December 30, 2020 by the Jefferson County-contracted snowplow operator for County Road CI. The mailbox was mounted on a 4" x 4" post, which was broken in half. The post was set in concrete in a milk can, and will no longer serve as the standard for the mailbox. I will have to build an entirely new standard and mount the mailbox on it. I claim \$250 for time and materials. The destruction occurred at:

Ebbott Farm

W1518 County Road Cl

Helenville, Wisconsin 53137

Phone: 414/322-8215

Dated: December 30, 2020

John F. Ebbott, Claimant

RESOLUTION NO. 2020-

Amending the 2021 Land and Water Conservation Department Budget

Executive Summary

Certain Industries and municipalities in Wisconsin are authorized to discharge treated wastewater via a pipe into a waterbody. When treated wastewater contains phosphorus, the amount of phosphorus discharged into waterbodies is regulated by the State of Wisconsin. Industries and municipalities facing a requirement to reduce their phosphorus discharge are permitted to petition the State of Wisconsin for a variance which will allow them more time to comply with state wastewater discharge requirements. During the time extension, facilities are required to reduce their phosphorus discharge and implement a watershed project to help reduce phosphorus pollution that enters waterbodies from the land (nonpoint sources). Among the options for implementing a watershed project, facilities can choose to make a payment in the amount of \$50 times the number of pounds of phosphorus that exceeds their target phosphorus discharge. The funds are then offered to the County Land and Water Conservation Departments located in their watershed area.

In 2020, five facilities in the Upper Rock River Watershed and one facility in the Middle Rock River Watershed elected to use the multi-discharger variance and chose to allocate funds to Land and Water Conservation Departments in their watershed area. A portion of Jefferson County is located in the Upper and Middle Rock River Watersheds, and therefore, funds were allocated through this program to Jefferson County to implement projects that reduce phosphorus nonpoint sources.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, the Jefferson County Land and Water Conservation Department applied for funds through the multi-discharger phosphorus variance in December 2020 after the 2021 Budget was approved by the County Board, and

WHEREAS, the amount of money allocated for use by the Jefferson County Land and Water Conservation Department was determine in February 2021 to be \$20,777 and

WHEREAS, at least 65% of the funds must be used on conservation practices that bring agricultural sources into compliance with state standards, and up to 35% of the funds can be used for staffing, innovative projects, monitoring, modeling, and demonstrations, and

WHEREAS, the Jefferson County Land and Water Conservation Department staff routinely work to implement conservation practices on agricultural land, and

WHEREAS, the Jefferson County Land and Water Conservation Department must develop a plan to use the funds, use the funds appropriately, and submit annual reports to the state until funds are used.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby approves the amendment of the 2021 Land and Water Conservation Department budget to include \$20,777 for the multi-discharger variance program.

Fiscal Note: This is a budget amendment that increases revenue and expenditures by \$20,777. Funds can offset the work of staff to implement the program. This resolution authorizes the County Finance Director to make the budget adjustments necessary to enact this resolution. As a budget amendment, County Board approval requires a two-thirds vote of the entire membership of the County Board (20 members of the 30-member County Board must vote in favor of the budget amendment).

Ayes: Noes: Abstain: Absent: Vacant:	Ayes:	Noes:	Abstain:	Absent:	Vacant:
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Referred By: Finance Committee

03-09-21

REVIEWED: County Administrator:BPW_____; Corporation Counsel:_JBW____; Finance Director:

RESOLUTION NO. 2020-

Increasing Cremation Permit Fee

Executive Summary

The current amount charged for a cremation permit by the Jefferson County Medical Examiner is \$208. State Statute s. 59.365 limits fee increases for services rendered by a coroner or medical examiner to an amount not to exceed the annual percentage change in the U.S. consumer price index for all urban consumers (CPI-U), as determined by the U.S. Department of Labor, for the 12 months ending on December 31 of the year before the increase. The CPI-U for 2020 was 1.4%. This resolution increases the current cremation permit fee from \$208 to \$210 which is within the limits established by State Statute. The Finance Committee considered this resolution at its meeting on March 4, 2020, and recommended forwarding to the County Board for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, the cremation permit fee charged by the Medical Examiner's Office was established in the 2021 County budget at \$208, and

WHEREAS, the consumer price index for all urban consumers (CPI-U), as determined by the U.S. department of labor, for the 12 months ending on December 31, 2020 was 1.4 percent, and

WHEREAS, State Statute s. 59.365 allows the County to increase cremation permit fees charged by the Medical Examiner to \$210 which is an increase of approximately .95 percent.

NOW, THEREFORE, BE IT RESOLVED that the cremation permit fee charged by the Medical Examiner's Office shall be increased from \$208 to \$210 effective upon passage of this resolution.

Fiscal Note: This resolution will increase the fee established in the 2021 budget for cremation permits from \$208 to \$210 in accordance with State Statute s. 59.365. As a budget amendment this resolution requires twenty (20) out of thirty (30) affirmative votes for passage.

Aye	sNoes_	Abstain	Absent	Vacant	-
Referred By: Finance Committe	e				03-09-21
	REVIEWED: A	Administrator: _BPW	; Corp. Couns	sel: _JBW; Financ	e Director: MAD

RESOLUTION NO. 2020-___

Accepting bids for telecommunications tower site shelters

Executive Summary

On March 2, 2021, the Sheriff's Office received bids from vendors for shelters at its 911 emergency telecommunications tower sites. The Sheriff's Office and members of Jefferson County's administrative team have reviewed the bids and recommend that the Board of Supervisors authorize the County Administrator to enter into a contract with Thermobond for tower site shelters in the amount of \$330,950. The Finance Committee reviewed this resolution at its March 4, 2021 meeting and recommended forwarding to the County Board of Supervisors for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, the Jefferson County Sheriff's Office advertised a bid for tower site shelters, and

WHEREAS, such bids were received and opened on March 2, 2021, with the following results:

					Modular	
	<u>T</u>	hermobond	BI	OC Group Inc	Connections	<u>Fibrebond</u>
(1) 12x27 Shelter	\$	76,840.00	\$	94,050.00	\$ 101,640.00	\$ 85,190.00
(4) 12x16 Shelters		250,160.00		319,160.00	293,900.00	275,280.00
Transfer Switch (alternate)		3,950.00		4,950.00	12,725.00	1,935.00
	\$	330,950.00	\$	418,160.00	\$ 408,265.00	\$ 362,405.00
contract time /days		120/160		85/145	120/160	120/160

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Sheriff's Office is authorized to purchase tower site shelters from Thermobond in the amount of \$330,950.

Fiscal Note: The tower site shelters are included in the 911 telecommunications infrastructure project and will be funded with the Series 2020A bond proceeds. No budget adjustment is necessary.

Ayes: Noes: Abstain: Absent: Vaca

Referred By:

Finance Committee

03-09-21

REVIEWED: County Administrator:____; Corporation Counsel:__JBW___; Finance Director:

RESOLUTION NO. 2020-____

Authorizing year-end requests to carry over budget appropriations from fiscal year 2020 to fiscal year 2021 and amending the 2021 budget

Executive Summary

At year end, departments are required to submit carryover requests for funds that are unspent. If the County Administrator approves the request, it is reviewed by the Finance Committee and acted on by the County Board for approval. There is a total of \$50,311,984.16 proposed to be carried over from fiscal year 2020 to fiscal year 2021, and of this amount, \$22,223,089.04 requires County Board approval. The Finance Committee recommends that funds of \$22,223,089.04 be carried over from fiscal year 2020 to fiscal year 2021.

The Finance Committee is also recommending amendment of the 2021 budget to restore the steps into the compensation package for employees, along with a mid-year cost of living increase of 1% that was not budgeted originally due to the uncertainty in the economy.

The Finance Committee is also recommending to restore the Water Resource Manager position to full-time status, with the remainder of the salary and benefit amounts needed to restore this position to full-time being funded by an increase in the sales tax revenue budget.

The Finance Committee considered this resolution at its March 4, 2021 meeting and recommended forwarding to the County Board for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, at the close of each fiscal year, it may be desirable to carry over funds in some accounts so that they can be used in the next budget year, and

WHEREAS, the Finance Committee has reviewed the collective requests of all departments to carry over the funds designated in the various accounts below, more particularly set forth in the Finance Committee minutes of March 4, 2021 as follows:

Fund Type			Non-lapsing
Request	Description	Requested	Amount
Governmental funds	Non-spendable	\$ 3,038,481.63	
Governmental funds	Spendable, restricted	6,166,503.11	6,166,503.11
Governmental funds	Spendable, committed	9,126,600.07	9,126,600.07
Governmental funds	Total	<u>\$ 18,331,584.81</u>	
Proprietary funds	Capital net position	\$ 25,050,413.49	
Proprietary funds	Restricted net position	153,529.18	153,529.18
Proprietary funds	Non-restricted net position	on <u>6,776,456.68</u>	6,776,456.68
Proprietary funds	Total	\$ 31,980,399.35	

WHEREAS, the Finance Committee recommends certain funds be designated as non-lapsing for fiscal year 2021 in the amounts listed above.

NOW, THEREFORE, BE IT RESOLVED that the funds in the accounts identified in the Finance Committee minutes of March 4, 2021, and referenced above, totaling \$22,223,089.04, are designated as non-lapsing in the 2020 budget and carried over to the 2021 departmental budgets which are hereby amended in the respective amounts.

BE IT FURTHER RESOLVED that as a part of the carryover amounts stated above, the unexpended bond funds in the capital projects fund in the amount of \$1,779,169.62 and the unrestricted funds of \$317,004.40 will be fully appropriated in the 2021 revised budget and that monthly updates on the status of these funds will be reported to the Finance Committee.

BE IT FURTHER RESOLVED that the budget be amended to increase compensation and related benefits for all affected departments to include the step increases retroactive to January 1st, 2021 and a cost of living allowance of 1% effective July 1st, 2021, with the cost of these increases being funded by an increase in budgeted sales tax.

BE IT FURTHER RESOLVED that the Water Resource Manager position be restored to full-time status and that the amount of salary and benefit costs necessary to restore the position be funded by an increase in budgeted sales tax revenue.

Fiscal Note: As a budget amendment, this resolution requires twenty (20) of thirty (30) affirmative votes for passage.

Explanation of governmental funds: Non-spendable funds are funds that include prepaid items, deposits, and inventory accounts. Spendable, restricted funds are funds that are legally restricted by statutes, contracts, or funding source. Spendable, committed funds are funds that are spendable at the discretion of the County.

Explanation of proprietary funds (Highway): Capital net position represents items that are depreciated along with land (which is not depreciated). Restricted net position relates to municipal deposits for subsequent year work by the County. Non-restricted net position includes both required items and discretionary items.

	Ayes	Noes	Abstain	Absent	Vacant	
Requested E Finance Cor	•					03-09-21
REVII	EWED: Count	y Administrato	r:_BPW; Cor	poration Counse	el:JBW; Fi	nance Director:

Note: When it states "as for 2021 budget" this is what is in the 2021 budget that was estimated as carryover, there may be another line item to adjust that amount to actual.

Department	Bus					Non-	Spendable F	und Balances	Total
•	Unit	#			Spendable Fund Bal	Restricted	Assigned		
General Rev and Exp	11001	130*		Long-term receivables and delinquent property taxes	1,531,492.00				
General Rev and Exp	11001	1610*		Inventory	149,903.00				
General Rev and Exp	11001	1620*		Prepaid assets	1,013,381.47				
General Rev and Exp	11001	594808		Resolution 2015-36 Purchase Park Land of County Hwy A			34,122.00		
General Rev and Exp	11001	594808		Resolution 2016- Purchase Property at 302 & 304 S Center and 201 E Dodge St			9,882.26		
General Rev and Exp	11001	521219		Carry forward professional services budget			12,451.94		
General Rev and Exp	11001	599908		Increase general contingency to \$1,000,000 (state budget/County facilities)			500,000.00		
General Rev and Exp	11002	599908		Strategic plan initiatives			320,000.00		
General Rev and Exp	11002	599908		Comprehensive Plan Staff Structure			400,000.00		
General Rev and Exp	11002	599908		Market salary study			400,000.00		
General Rev and Exp	11102	599908		Health Department - COVID			130,000.00		
General Rev and Exp	11102	599908		COVID recovery - non-Health Department related			400,000.00		
General Rev and Exp	11102	599908		Other staff structure/transition (non-land)			250,000.00		
General Rev and Exp	11102	599908		Organizational projects - evaluation restructuring/codification of policies and ordinances			100,000.00		
General Rev and Exp	11002	599908		Courthouse/Interurban Trail seed funds			876,000.00		
General Rev and Exp	11003	699700		Revolving Loan Fund carryover			417,119.00	6,544,351.67	
Administration	11101	521219		LTE Assistance with Strategic Plan Initiatives			35,931.18		
Administration	11101	533228		Broadband initiative			45,610.00	81,541.18	
Central Services	11201	521219		Architect/Engineering			150,000.00	150,000.00	
Child Support	11301	532325		Training budget unused in 2020 due to COVID			8,900.00	8,900.00	
Clerk of Courts	11401	594810		Courtroom technology upgrade			75,000.00		
Clerk of Courts	11401	521219		Additional funds needed to resolve cases carrying over from 2020			50,000.00	125,000.00	
County Board	11602	593409		Remaining 2017 budget for Literacy Council			2,500.00		
County Board	11603	699700		Historical Commission restricted funds carried forward from 2019		5,367.39		7,867.39	
County Clerk	11701	531303		Replace 5 PCs			3,000.00		
County Clerk	11705	699700		Adjust beginning carryover to actual amount		(46.67)			
County Clerk	11705	699700		Budgeted carryover for 2020		40.17		2,993.50	
Economic Development	11901	699701		JCEDC vested benefit reserve budgeted for 2021		28,436.40			
Economic Development	11901	699701		Adjust beginning vested benefit carryover to actual amount		5,689.10			
Economic Development	11901	699700		Budgeted operating carryover for 2021		261,995.78			
Economic Development	11901	699700		Adjust beginning operating carryover to actual amount		44,718.23			
Economic Development	11902	699701		Homeowner vested benefit reserve budgeted for 2021		5,824.24			
Economic Development	11902	699701		Adjust beginning vested benefit carryover to actual amount		1,030.99			
Economic Development	11902	699700		Budgeted carryover for 2021		94,029.11			
Economic Development	11902	699700		Adjust beginning carryover to actual amount		38,882.31		480,606.16	
Emergency Mgmt	12003	699992		Matching funds for Flood Mitigation Plan			300,000.00		
Emergency Mgmt	12003	594808		Carry forward unspent budget for Flood Mitigation property purchases			2,170,450.00		
Emergency Mgmt	12003	421001		Carry forward reimbursement revenue for Flood Mitigation property purchases			(2,170,450.00)		
Emergency Mgmt	12006	699992		Revenue from Hazmat-Train Derailment-Replace supplies			915.50	300,915.50	
Fair Park	12101	521219		Feasibility study			30,000.00		
Fair Park	12103	699800		Adjust beginning carryover to actual amount		13,741.05			
Fair Park	12103	699800		Budgeted carryover for 2021		16,744.57		60,485.62	
Finance Department	12201	594818		Munis Upgrade including Enterprise Asset Management			130,000.00	130,000.00	

Department Bus Acct Proj Explanation		Non-	Spendable Fu	und Balances	Total			
·	Unit	#	•	·	Spendable Fund Bal	Restricted	Assigned	
Human Resources	12301	521219		Assistance with Personnel Ordinance	Fullu Bai		11,000.00	
Human Resources	12301	594818		ERP System (Tyler Munis)			11,000.00	
Human Resources	12301	521228		Training and professional development for County staff			6,000.00	28,000.00
Land Conservation	12404	699700		DNR Healthy Lakes Grant		11,229.20		
Land Conservation	12407	699700		Adjust beginning carryover to actual amount			(1,903.31)	
Land Conservation	12407	699800		Farmland Preservation, capital as per 2019 budget			134,830.00	144,155.89
Land Information	12503	699700		Adjust beginning carryover to actual amount		89,675.43		
Land Information	12503	699700		Budgeted carryover for 2021		29,619.51		119,294.94
MIS	77002	531303		Computer equipment			4,000.00	
MIS	77001	531303		Office 365 licenses			50,000.00	
MIS	77005	531303		Phone servers			23,000.00	77,000.00
Parks Department	12801	594821		Pohlman Park Silo Improvements			8,800.00	
Parks Department	12801	521219		Update Parks master plan			23,600.00	
Parks Department	12801	594811		Replace truck not purchased in 2020			52,000.00	
Parks Department	12801	594810		Replace tractor mower not purchased in 2020			28,000.00	
Parks Department	12801	594810		Replace trailer not purchased in 2020			6,500.00	
Parks Department	12802	699800		Carol Liddle estate funds, budgeted carryover for 2021		86,127.68		
Parks Department	12802	699800		Adjust beginning carryover to actual amount		(27,475.55)		
Parks Department	12803	699700		Remaining Carlin Weld Parks funds, restricted by source		5,675.65		
Parks Department	12804	485200		Acquisition of land adjacent to Korth Park - \$337,500 donation revenue				
Parks Department	12804	594808		Acquisition of land adjacent to Korth Park - \$450,000 land acquisition expense				
Parks Department	12804	699700		Acquisition of land adjacent to Korth Park - use of fund balance			112,500.00	
Parks Department	12805	699700		Adjust beginning carryover to actual amount			20,194.27	
Parks Department	12805	699700		Carnes Park Development funds as per 2021 budget			213,211.91	
Parks Department	12807	699700		Remaining Garman Nature Preserve, budgeted carryover for 2021		28,000.00		
Parks Department	12807	699700		Adjust beginning carryover to actual amount		1,306.01		
Parks Department	12808	699700		Glacial Heritage, budgeted carryover for 2021		18,445.00		
Parks Department	12808	699700		Adjust beginning carryover to actual amount		991.42		
Parks Department	12810	699800	28102	Mountain bike park		4,056.24		
Parks Department	12810	699700	28101	TAP Grant matching funds/Phase III Interurban Trail			596,217.39	
Parks Department	12810	421099	28101	Budget adjustment for Interurban Trail capital expense - 1,216,564.87				
Parks Department	12810	594821	28101	Budget adjustment for Interurban Trail capital revenue- 620,347.48				
Parks Department	12811	699992		Remaining Dog Park funds as per 2021 budget			79,009.37	
Parks Department	12811	699992		Adjust beginning carryover to actual amount			5,302.79	
Parks Department	12813	521220		Flood Mitigation Property Management Plan			10,000.00	1,272,462.18
Planning/Zoning	12901	521219		Comprehensive Plan Implementation			100,000.00	
Planning/Zoning	12902	699700		Adjust beginning carryover to actual amount		85,044.90	100,000.00	
Planning/Zoning	12902	699700		Solid Waste funds as per 2021 budget		165,730.92		350,775.82
r idining/Zoring	12002	333100		Cond Tradio lando ad por 2021 budgot		100,700.92		555,775.02

Department	Bus	Acct	Proj	Explanation	Non-	Spendable F	und Balances	Total
	Unit	#			Spendable Fund Bal	Restricted	Assigned	
Sheriff Department	13101	594811		Propane systems for 2020 squads			24,800.00	
Sheriff Department	13101	594811		COBAN in squad video camera system			6,600.00	
Sheriff Department	13103	594810		911 Phone system software upgrade			5,500.00	
Sheriff Department	13103	594810	90030	Communications upgrade project			775,252.20	
Sheriff Department	13104	594810		Replacement routers for Annex			9,900.00	
Sheriff Department	13105	594819		Fencing at shooting range			20,000.00	
Sheriff Department	13106	521219		PREA audit for Jail			5,000.00	
Sheriff Department	13106	699700	31602	Jail health fund reserve			100,000.00	
Sheriff Department	13107	594810		Groen convection steamer (1/2 of the cost)			8,200.00	
Sheriff Department	13108	699700		Jail assessment funds restricted by Wisconsin Statutes per 2021 budget		226,644.77		
Sheriff Department	13108	699700		Adjust beginning carryover to actual amount		11,364.10		
Sheriff Department	13109	699992	31901	Remaining restricted donations K-9 related per 2021 budget		28,318.42		
Sheriff Department	13109	699992	31901	Adjust beginning carryover to actual amount		1,619.92		
Sheriff Department	13109	699992	31902	Remaining restricted donations Community Program per 2021 budget		7,204.54		
Sheriff Department	13109	699992	31902	Adjust beginning carryover to actual amount		2,509.37		
Sheriff Department	13109	699992	31904	Remaining restricted donations Honor Guard per 2021 budget		2,213.89		
Sheriff Department	13109	699992	31904	Adjust beginning carryover to actual amount		(670.00)		
Sheriff Department	13109	699992	31906	Remaining restricted donations Tactical Air Wing per 2021 budget		94.00		
Sheriff Department	13109	699992	31907	Remaining restricted donations Dive Team per 2021 budget		1,755.79		
Sheriff Department	13109	699992	31907	Adjust beginning carryover to actual amount		5,332.67		
Sheriff Department	13109	699992	31908	Remaining restricted donations DTF (included in 2021 budget)		624.19		
Sheriff Department	13110	699992		Funds restricted by source Drug Education as per 2021 budget		1,630.77		
Sheriff Department	13110	699992		Adjust beginning carryover to actual amount		58.22		
Sheriff Department	13111	699992		Funds restricted by source Drug Restitution as per 2021 budget		8,370.76		
Sheriff Department	13111	699992		Adjust beginning carryover to actual amount		2,577.12		
Sheriff Department	13112	699992		Funds restricted by source Vehicle Forfeiture as per 2021 budget		10,634.43		
Sheriff Department	13112	699992		Adjust beginning carryover to actual amount		3,364.28		
Sheriff Department	13113	699992		Funds restricted by source Drug Task Force - 2021 budget		3,795.90		
Sheriff Department	13113	699992		Adjust beginning carryover to actual amount		(2,536.91)		
Sheriff Department	13114	699992		Funds restricted by source Federal Forfeitures as per 2021 budget		201,084.08		
Sheriff Department	13114	699992		Adjust beginning carryover to actual amount		(12,388.57)		
Sheriff Department	13115	699992		Funds restricted by source CEASE Marijuana as per 2021 budget		201.00		
Sheriff Department	13116	699992		Funds restricted by source State Forfeitures as per 2021 budget		36,243.42		
Sheriff Department	13116	699992		Adjust beginning carryover to actual amount		181.40		1,495,479.76
UW Extension	13302	699700		UWEX Program as per 2021 budget			988.48	
UW Extension	13302	699700		Adjust beginning carryover to actual amount			0.00	
UW Extension	13303	699700		Remaining funds Agricultural program as per 2021 budget			6,309.00	
UW Extension	13303	699700		Adjust beginning carryover to actual amount			(0.46)	
UW Extension	13303780			Remaining funds Master Gardener Program as per 2020 budget			2,560.67	
UW Extension	13303780			Adjust beginning carryover to actual amount			0.00	
UW Extension	13303781	699700		Pesticide Programs as per 2020 budget			5,463.95	
UW Extension	13303781	699700		Adjust beginning carryover to actual amount			30.28	
UW Extension	13303782			Tractor Safety Program as per 2020 budget			4,320.76	
UW Extension	13303782	699700		Adjust beginning carryover to actual amount			0.00	19,672.68
Veterans Services	13402	699992		Gift card inventory reserve	2,850.00			
Veterans Services	13402	699992		Budgeted carryover for 2021			0.00	
Veterans Services	13402	699992		Adjust beginning carryover to actual amount			11,336.14	14,186.14
Fleet Management	71000	594811		Fleet modernization			510,000.00	510,000.00
General Fund Totals					2,697,626.47	1,555,106.64	7,670,955.32	11,923,688.43
Health Department Health Department	24 24	351300 354900		Prepaid asset reserve (Prepaid Health Ins paid by Employer) Working capital (3 Month Operating Expense)	15,967.28	390,488.00		

Department	Bus	Acct	Proj	Explanation	Non-	Spendable Fu	nd Balances	Total
·	Unit	#	•	·	Spendable Fund Bal	Restricted	Assigned	
Health Department	24	351000		Restricted for Health Department services	Fullu Bai	177.026.97		
Health Department	4115	699700		Operating to reduce levy as per 2021 budget		0.00		
Health Department	4101	485200		Aurora HealthCare donation		2,500.00		
Health Department	4101	485200		United Way donation		719.00		
Health Department	4101	485200		Car seat donations		28.50		
Health Department	4123	485200		Drug Free Coalition donations		4,530.00		
Health Department	4201	486004		Non-grant related funding		303.25		591,563.00
Human Services	25	353100		Prepaid asset reserve	324,887.88			
Human Services	63020911		66001	Donation Account - Mental Health Recovery	324,007.00	620.64		
Human Services	63020911			Donation Account - Zero Suicide		1,515.53		
Human Services	65060900			Donation Account - C&F Basket Sale		429.00		
Human Services	65060900	531344	66011	Donation Account - Child Abuse		9,749.74		
Human Services	65060900	531344	66012	Donation Account - Child/Family		1,889.60		
Human Services	65060900		66015	Donation Account - Homeless Families		500.00		
Human Services	65060900			Donation Account - Foster Parents		966.39		
Human Services	65060900			Donation Account - FP Recruit		2,511.07		
Human Services	65050900			Donation Account- Juvenile Justice		1,771.30		
Human Services	65070900			Donation Account - Safe & Stable Families		3,995.74		
Human Services	65050900			Donation Account - Sports Scholarship		348.00		
Human Services Human Services	65070900 63020911			Donation Account - Books for Babies Donation Account - CCS Donations		271.23 1,552.77		
Human Services	65070900			Donation Account - CCS Donations Donation Account - United Way Truancy Project		2,836.00		
Human Services	65070900			Donation Account - Talk Read Play		1,150.00		
Human Services	62690948			Donation Account - ADRC		100.00		
Human Services	62081700			Vehicle escrow - use some for van match in 2021		21,357.12		
Human Services	61690987			Human Services Reserve Fund		,	650,000.00	
Human Services	61169900			Office furniture - CSP, Clinic, Conf room, WFD, new staff			25,000.00	
Human Services	61169900			Doors - estimate of 5			18,752.00	
Human Services	61169900	594822	65210	Preschool flooring			19,884.00	
Human Services	65053000			YJ training			9,000.00	
Human Services	61169900			Workforce bollards			3,875.00	
Human Services	61169900			Additional phones and data			18,000.00	
Human Services	63022011			2 MH School positions - Wages			73,970.83	
Human Services	63022011			2 MH School positions - FICA			5,163.39	
Human Services	63022011			2 MH School positions - Health			17,811.63	
Human Services Human Services	63022011 63022011			MH School positions - Dental MH School positions - Health Savings			1,288.00 1,750.00	
Human Services	63022011			2 MH School positions - MRS			4,660.16	
Human Services	63022011			2 MH School positions - Life			12.32	
Human Services	63023011			2 MH School positions - Insurance Revenue			(4,656.32)	
Human Services	63023011			2 MH School positions - Greater Watertown Foundation			(100,000.00)	
Human Services	63025011			MH DBT trainings			8,355.00	
Human Services	65053000	532325	65005	FFCM for new JJ staff			3,200.00	
Human Services	65053000	532325	65005	Continuation of FFCM consultation			7,000.00	
Human Services	62082048			ADRC/DCS Advertising			3,505.00	
Human Services			65048	Other staff trainings - ADRC			1,500.00	
Human Services			65040	Other staff trainings - CLTS			1,500.00	
Human Services	65069900		65001	Other staff trainings - CPS			9,000.00	
Human Services			65188	Other staff trainings - B3			1,750.00	
Human Services	65690986		65189	Other staff trainings - IY			4,000.00	
Human Services Human Services	63020011 65054000			Other staff trainings - CSP Other staff trainings - Intake			5,000.00 2,000.00	
Human Services Human Services	63025011			Other staff trainings - Intake Other staff trainings - CCS			2,000.00 7,500.00	
Human Services	63028011			Other staff trainings - COS Other staff trainings - EMH			1,250.00	
Human Services	63022011			Other staff trainings - MH Clinic			7,500.00	
Human Services	65053000			Other staff trainings - JJ			2,500.00	
Human Services	61169900			Other staff trainings - Mgmt & OH			2,500.00	

Department	Bus	Acct	Proj Explanation	Non-	Spendable Fu	nd Balances	Total
	Unit	#		Spendable	Restricted	Assigned	
Human Services	66699951	532325	65051 Other staff trainings - IM	Fund Bal		500.00	
Human Services	63022011	531355	65010 Homeleness costs for HOPE			50,000.00	
Human Services	61169900	594821	65210 Water line			100,000.00	
Human Services	61169900	531303	65200 Zoom			19,200.00	
Human Services	61169900	531303	65200 Docusign			64,000.00	
Human Services	63029011	593391	65000 Waukesha Co. outsstanding hospital bills			5,540.00	
Human Services	61169900	529002	65200 Eliqibility search in new clearinghouse			7,000.00	
Human Services	61169900	594810	65210 Water fillers			16,000.00	
Human Services	62082048		65048 Teams (Closed captioning) for ADRC			360.00	
Human Services	66693051		65051 Retirement overlap - Econ Supp Mgr & Supv - Salary			14,853.10	
Human Services	66693051	512141	65051 Retirement overlap - Econ Supp Mgr & Supv - FICA			1,106.38	
Human Services	66693051		65051 Retirement overlap - Econ Supp Mgr & Supv - Health			2,544.52	
Human Services	66693051	517173	65051 Retirement overlap - Econ Supp Mgr & Supv - Dental			184.00	
Human Services	66693051	512151	65051 Retirement overlap - Econ Supp Mgr & Supv - HSA			250.00	
Human Services	66693051		65051 Retirement overlap - Econ Supp Mgr & Supv - WRS			1,002.59	
Human Services	66693051	512142	65051 Retirement overlap - Econ Supp Mgr & Supv - Life			16.86	
Human Services	66690951	472010	65051 Retirement overlap - Econ Supp Mgr & Supv - Consortium Revenue			(9,978.72)	
Human Services	65013000		65040 Retirement overlap - CLTS Supv - Salary			6,461.87	
Human Services	65013000	512141	65040 Retirement overlap - CLTS Supv - FICA			483.11	
Human Services	65013000	512144	65040 Retirement overlap - CLTS Supv - Health			1,272.26	
Human Services	65013000	517173	65040 Retirement overlap - CLTS Supv - Dental			92.00	
Human Services	65013000	512151	65040 Retirement overlap - CLTS Supv - HSA			108.33	
Human Services	65013000	512142	65040 Retirement overlap - CLTS Supv - WRS			438.11	
Human Services	65013000	512142	65040 Retirement overlap - CLTS Supv - Life			5.18	
Human Services	62081700	511210	65151 Retirement overlap - Transp Coord - Wages			3,688.24	
Human Services	62081700	512141	65151 Retirement overlap - Transp Coord - FICA			264.60	
Human Services	62081700	512144	65151 Retirement overlap - Transp Coord - Health			1,272.26	
Human Services	62081700	517173	65151 Retirement overlap - Transp Coord - Dental			92.00	
Human Services	62081700	512151	65151 Retirement overlap - Transp Coord- HSA			125.00	
Human Services	62081700	512142	65151 Retirement overlap - Transp Coord - WRS			248.96	
Human Services	62081700	512142	65151 Retirement overlap - Transp Coord - Life			4.21	
Human Services	61169900	511110	65190 Retirement overlap - Compliance - Salary			7,218.01	
Human Services	61169900	512141	65190 Retirement overlap - Compliance - FICA			533.80	
Human Services	61169900	512144	65190 Retirement overlap - Compliance- Health			1,272.26	
Human Services	61169900	517173	65190 Retirement overlap - Compliance - Dental			92.00	
Human Services	61169900	512151	65190 Retirement overlap - Compliance - HSA			125.00	
Human Services	61169900	512142	65190 Retirement overlap - Compliance - WRS			487.22	
Human Services	61169900	512142	65190 Retirement overlap - Compliance - Life			3.61	
Human Services	65013000	529299	65175 B3: MH Consultation program			18,200.00	
Human Services	65013000	531355	65175 B3: Books for families and ITSEA assessment			500.00	
Human Services	65054000	532325	65080 National Conference - DEC in Nashville			3,500.00	
Human Services	63022011	531349	65000 Zero Suicide			10,000.00	1,518,089.76
Capital Project Fund	4		90050 Rock River Landing			314,007.00	
Capital Project Fund	4		90030 911 Telecommunications project		1,644,942.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Capital Project Fund	4		90020 South Campus Improvements		560,125.00		
Capital Project Fund	4		Remaining bond funds		1,779,169.62		4,298,243.62
· ,							
Total Governmental Fu	nds			3,038,481.63	6,166,503.11	9,126,600.07	18,331,584.81

Department	Department Bus Acct Proj Explanation Non- Spendable		und Balances	Total				
	Unit	#	_		Spendable	Restricted	Assigned	
					Fund Bal	Duamistan, F	da Nat Daaitian	
				-	Capital	Restricted	ds Net Position Non-Restricted	Total
					Capital	Restricted	Non-Nestricleu	Iotai
Highway Department	5	361100		Capital net position	24,821,743.65			
Highway Department	5	361200		Contributed capital state salt shed/brine equipment	228,669.84			
Highway Department	5	3625xx		Road equity, multiple municipalities		153,529.18		
Highway Department	5	362600		Restricted for Pension Benefit		0.00		
Highway Department	5	363100		Maintain inventory balances at 2006 levels			(443,308.84)	
Highway Department	5	363200		Under-recovered fringe benefit pool to be allocated in 2020			(70,469.62)	
Highway Department	5	363250		Under-recovered small tools pool to be allocated in 2020			(15,718.64)	
Highway Department	5	363260		PBM Reserve			214,998.14	
Highway Department	5	363350		Inventory net position			2,043,759.01	
Highway Department	5	363400		Prepaid asset reserve (Prepaid Health Ins paid by Employer)			61,641.88	
Highway Department	53241	699992		Fixed Asset replacement (machinery operations)			2,415,284.23	
Highway Department	53311	699992		General Maintenance			822,973.50	
Highway Department	53312	699992		Cty Hwy Construction to finish CTH N (Jefferson-Whitewater)			1,181,020.80	
Highway Department	53313	699992		Winter maintenance balance for future Winter Maintenance expense			566,276.22	
Totals					25,050,413.49	153,529.18	6,776,456.68	31,980,399.35
					Total all Funds		_	50,311,984.16
					Total all Luilus			00,011,904.10

RESOLUTION NO. 2020-

Authorizing contingency fund transfer to offset fiscal year 2020 departmental deficits

Executive Summary

At year end, the County Administrator requests a budget transfer from contingency or general funds to offset department deficits. This request is reviewed by the Finance Committee and acted on by the County Board for approval. This resolution will authorize increasing revenues received from the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding in the amount of \$1,765,300 and from bond premium in the amount of \$111,811 and transferring \$7,101 from the contingency fund to various county departments due to expenditures, in excess of appropriations in fiscal year 2020. The Finance Committee considered this resolution at its March 4, 2021 meeting and recommended forwarding to the County Board for approval.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, due to circumstances arising after the 2021 budget was adopted, the following transfers of funds from the contingency appropriation account or increases in revenues are necessary as indicated to close the accounting books for 2020:

	Org	Account	Deficit	_
<u>Department</u>	<u>Code</u>	<u>Number</u>	<u>Amount</u>	<u>Source</u>
County Administrator	11101	599999	\$ 1,051,700	CARES revenue
Alcohol/Drug Treatment Court	11102	599999	151,100	CARES revenue
Central Services	11201	599999	68,000	CARES revenue
County Clerk	11701	599999	9,500	CARES revenue
Medical Examiner	12701	599999	6,100	Contingency
Health Department	4101	599999	487,000	CARES revenue
Debt Service	3	599999	111,811	Bond premium
Fleet Management	710	599999	1,001	Contingency
Total			\$ 1,886,212	

WHEREAS, the Finance Committee recommends that the above expenditures in excess of appropriations be funded by increasing budgeted revenues for the receipt of CARES funding in the amount of \$1,765,300, and from bond premium in the amount of \$111,811 and transferring \$7,101 from contingency.

NOW, THEREFORE, BE IT RESOLVED that the aforementioned increases in revenues and transfers of funds are hereby approved and the 2020 budget is amended to reflect the same.

Fiscal Note:

Jefferson County received CARES funding to assist with unplanned expenses in relation to responding to the COVID-19 pandemic, and is adjusting the 2020 budgeted revenues and expenditures by \$1,765,300 to account for this unplanned activity; and

Jefferson County issued Series 2020A debt at a premium during March of 2020, and this premium was utilized to pay the first interest payment of \$111,811 due in October of 2020; and

The contingency fund has a balance of \$527,534, of which \$7,101 is needed to offset expenditures, in excess of appropriations for 2020.

The County incurred expenses for the construction of towers that support both the new 911 infrastructure and high-speed broadband internet services that was reimbursed by a grant from the Wisconsin Public Service Commission in the amount of \$1,118,754. These expenses flowed through the County Administrator's department.

At the onset of the COVID-19 pandemic, the Sheriff's Department released most if its Huber inmates from the County Jail and converted to a mobile inmate GPS tracking system to minimize risk of spreading infection. Further, alternative remote testing was established for the Alcohol Treatment Court and Drug Treatment Court. This service was contracted at an additional cost of \$151,100 and was reimbursed by CARES funding.

Central Services purchased a bioprotective spray that significantly reduced the costs of daily sanitizing and contracted services to thoroughly clean the ductworks of all County facilities to provide the public and staff with a safe environment to work and do business. These additional expenses were reimbursed by CARES funding.

The County Clerk purchased a remote voting system that allowed the County Board of Supervisors to participate in public meetings remotely. The Clerk also incurred additional expenses for printing absentee ballots during the 2020 elections. These expenses were reimbursed by CARES funding.

Autopsy fees were higher than anticipated in the Medical Examiner department.

The Health Department incurred additional expenses for COVID-19 testing and contact tracing that were reimbursed by CARES funding.

In March of 2020, the County issued Series 2020A bonds for improvements to its south campus facilities as well as improvements to its 911 emergency telecommunications system. The first interest payment on this issue was not budgeted and was due in October of 2020. The payment was funded by a premium that the County received for the debt issue.

The County began its Fleet Management program in 2020.

As a budget amendment, this resolution requires twenty 20 out of 30 affirmative votes from the total membership of the County Board for passage.

	Ayes_	Noes	Abstai	n Absent	Vacant	
Requested I Finance Co	•					03-09-21
	REVIEWED:	County Admi	nistrator:_BPW_	; Corporation	Counsel: BJW	; Finance Director:

Jefferson CountyDepartmental Surplus (Deficit) Recap
For the Year Ended December 31, 2020

Dept	Department	Expenditures		Deficit Transfer		Amended
		(Over) Under Budget	Contingency Fund	General Fund	Revenue not budgeted	Surplus (Deficit)
000	General Revenues	863,292	-	-	-	863,292
001	County Board	16,477	-	-	-	16,477
003	Economic Development	92,469	-	-	-	92,469
004	Human Resources	55,118	-	-	-	55,118
008	County Administrator	(1,202,691)	-	-	1,202,800	109
010	Register of Deeds	43,597	-	-	-	43,597
012	County Clerk	(94,854)	-	-	95,000	146
013	Land Information	169,782	-	-	-	169,782
014	County Treasurer	45,437	-	-	-	45,437
016	District Attorney	36,390	-	-	-	36,390
017	Corporation Counsel	19,609	-	-	-	19,609
018	Parks	2,029,318	-	-	-	2,029,318
019	Central Services	(67,589)	-	-	68,000	411
020	Sheriff	1,119,344	-	-	-	1,119,344
023	Child Support	4,720	-	-	-	4,720
024	Clerk of Courts	560,354	-	-	-	560,354
025	Medical Examiner	(6,098)	6,100	-	-	2
026	Finance	527,715	-	-	-	527,715
027	Emergency Management	2,116,447	-	-	-	2,116,447
053	Veterans Services	10,813	-	-	-	10,813
068	UW Extension	22,773	-	-	-	22,773
069	Fair Park	766,083	-	-	-	766,083
070	Land Conservation	136,370	-	-	-	136,370
071	Zoning	45,855	-	-	-	45,855
099	Library System	57	-	-	-	57
	General Fund totals	7,310,788	6,100	-	1,365,800	8,682,688
240	Health	(486,488)	-	-	487,000	512
250	Human Services	1,612,999	-	-	-	1,612,999
300	Debt Service	(111,811)	-	-	111,811	-
400	Capital Projects	1,960,665	-	-	· -	1,960,665
700	Highway	1,451,826	-	-	-	1,451,826
710	Fleet Management	(1,001)	1,001	-	-	-
750	MIS	43,443	-	-	-	43,443

County totals 11,780,421 7,101 1,964,611 13,752,133

<u>Fund</u>	<u>Description</u>	Beginning <u>Fund Balance</u>	Surplus/ (Deficit)	Estimated Additional <u>Activity</u>	Ending Fund Balance	Percentage Change
100	General Fund	33,156,695	1,615,975	2,659,198	37,431,868	12.9%
240	Health Department	460,100	131,463	-	591,563	28.6%
250	Human Services Department	1,609,022	2,568,255	(2,659,198)	1,518,079	-5.7%
300	Debt Service	-	119,244	-	119,244	0.0%
400	Capital Projects	569,858	3,805,511	-	4,375,369	667.8%
500	Highway	30,898,933	761,477	-	31,660,410	2.5%
700	MIS	-	-	-	-	0.0%
710	Fleet		(1,001)		(1,001)	0.0%
	Total Funds	66,694,608	9,000,924	_	75,695,532	13.5%

RESOLUTION NO. 2020-

Authorization to sell remnant parcel of county owned real property

Executive Summary

The Jefferson County Corporation Counsel was contacted by Badger Rentals, LLC seeking to purchase a remnant parcel of real property owned by Jefferson County for \$25,000 that adjoins Watertown Road and Masters Drive, in the City of Jefferson. This property was originally purchased by the State of Wisconsin for highway 26 construction purposes which is no longer needed, and subsequently conveyed to Jefferson County by the State in 2017. The attached map designates this parcel as parcel 24-7 and encompasses 2.9403 acres. For reference, Masters Drive is located to the north of the property being sold and is designated as parcel 24-6 The Highway Committee considered this resolution at its meeting on February 23, 2021 and recommended forwarding to the County Board for approval.

WHEREAS, Jefferson County owns real property adjoining Watertown Road and Masters Drive in the City of Jefferson which was originally purchased by the State of Wisconsin for highway right-of-way purposes, and

WHEREAS, due to the current location of County Highway 26, there is no longer a need for Jefferson County to own this property for right-of-way purposes, and

WHEREAS, the City of Jefferson has assessed Jefferson County for costs associated with city utilities serving this parcel which are currently outstanding, and

WHEREAS, the purchaser has agreed to assume all unpaid assessed costs associated with this parcel of property as a condition of sale.

NOW, THEREFORE, BE IT RESOLVED that the County Clerk shall execute a quit claim deed conveying said remnant parcel of real property to Badger Rentals, LLC.

Fiscal Note: The county will receive \$25,000 for the sale of this property and proceeds will be deposited into the Capital Projects Fund.

Ayes:	Noes:	Abstain:	Absent:	Vacant:	-
D (1D					
Referred By: Highway Commit	too			(03-09-21
riighway Collilliit	iee			(J3-09-21
REVIEW	ED: County Admin	istrator: <u>BW</u> ; Co	orporation Counsel:_J	BW; Finance Direct	ctor:MAD

Old Highway 26 Right of Way



Search Results: Parcels

Override 1

Parcel Lines

— Property Boundary

--- Old Lot/Meander Lines

Rail Right of Ways

— Road Right of Ways

Section Lines

— Surface Water

— Map Hooks

Tax Parcels

Streams and Ditches

260 130 0 260 Feet

1 inch = 260 feet

Jefferson County Geographic Information System

Printed on: May 24, 2018

Author: Public User

RESOLUTION NO. 2020-

Accepting 2021 asphalt pulverizing and milling quotes

Executive Summary

On February 16, 2021, the Highway Department received quotes from area vendors for asphalt pulverizing and milling. The Highway Department schedules all projects to work on-site with the selected vendor. This resolution authorizes the Jefferson County Highway Department to accept the seasonal quotes for 2021 from all vendors listed below utilizing the lowest priced vendor, unless the vendor cannot meet the project schedule of the department, in which case the next lowest priced vendor shall be used. The Highway Committee considered this resolution at its meeting on February 23, 2021 and recommended forwarding to the Jefferson County Board of Supervisors to accept the quotes listed below.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, the Jefferson County Highway Department is authorized to receive quotes on full depth pulverizing and milling needed in 2021, and

WHEREAS, such quotes were received and opened on February 16, 2021, with the following results:

Company Tri-County Paving Payne & Dolan WK Construction	Full Depth Pulverizing \$0.3620 per sq. yd. (Parking Lots \$0.4400 sy) \$0.4590 per sq. yd. (Parking Lots \$0.4290 sy) \$0.5800 per sq. yd. (Parking Lots \$0.7100 sy)
Company Tri-County Paving	Milling \$0.3110 per sq. yd. @ 1 inch depth \$0.3110 per sq. yd. @ 2 inch depth \$0.4420 per sq. yd. @ 3 inch depth \$0.5620 per sq. yd. @ 4 inch depth
Payne & Dolan	\$0.4290 per sq. yd. @ 1 inch depth \$0.5240 per sq. yd. @ 2 inch depth \$0.8670 per sq. yd. @ 3 inch depth \$0.9480 per sq. yd. @ 4 inch depth
WK Construction	\$0.7700 per sq. yd. @ 1 inch depth \$0.3100 per sq. yd. @ 2 inch depth \$1.0900 per sq. yd. @ 3 inch depth \$1.3200 per sq. yd. @ 4 inch depth

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Highway Department is authorized to accept the seasonal quotes as stated above for 2021 from all vendors utilizing the vendor that provides the best value for the county based on unit price and production unless the vendor cannot meet the project schedule of the department, in which case the next lowest priced vendor shall be used based on unit price and production.

l Note: Funds have vay Construction A			Maintenance Acc	ount No. 53311 and
Ayes:	_ Noes:	Abstain:	_ Absent:	Vacant:
red By: vay Committee				03-09-2021
REVIEWED: Cour	nty Administrator:_Bl	PW; Corporati	on Counsel:_JBW	_; Finance Director:MAD

RESOLUTION NO. 2020-___

Accepting 2021 Local Road Improvement Program asphalt bids

Executive Summary

The Jefferson County Highway Department obtains funding through the Wisconsin Department of Transportation (WisDOT) Local Road Improvement Program (LRIP) for select projects. For 2021, Jefferson County bid five projects that includes funding from the Wisconsin Department of Transportation in the Local Road Improvement Program for asphalt material purchase. This resolution awards the asphalt bid for the 2021 Local Road Improvement Program project for Jefferson County on County Highway N, Town of Jefferson (Curtis Mill Road), Village of Johnson Creek (Hartwig Blvd.), Village of Palmyra (Northwest St.), and Village of Sullivan (Main Street) to Payne & Dolan, Inc.. The Highway Committee considered this resolution at its meeting on February 23, 2021 and recommended forwarding to the Jefferson County Board of Supervisors to accept the bid listed below.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, the Jefferson County Highway Department is authorized to receive bids on pre-mixed asphalt products needed in 2021, and

WHEREAS, such bids were received and opened on February 16, 2021, with the following results:

Company	Bid Prices (PG58-28 5 LT	4 LT	<u>3 LT</u>
Payne & Dolan, Inc. **Lowest combined aspha	\$39.16 per ton It bid including haul cost fo	\$37.29 per ton rall projects.	\$34.66 per ton
Wolf Paving	\$46.25 per ton	\$40.00 per ton	\$38.50 per ton
Asphalt Contractors	\$48.45 per ton	\$43.65 per ton	\$41.85 per ton

WHEREAS, Payne & Dolan is the lowest responsible bidder to provide asphalt for the project based on asphalt price and haul costs for all five projects: CTH N (Jefferson County), Curtis Mill Road (Town of Jefferson), Hartwig Boulevard (Village of Johnson Creek), Northwest Street (Village of Palmyra), and Main Street (Village of Sullivan).

NOW, THEREFORE, BE IT RESOLVED the asphalt bid for the Local Road Improvement Program projects for Jefferson County, Town of Jefferson, Village of Johnson Creek, Village of Palmyra, and the Village of Sullivan, be awarded to Payne & Dolan, Incorporated.

ds for asphal	t purcha	ses will come	from the WisDOT	T Local Road Imp	rovement Program.
Ayes	S:	Noes:	Abstain:	Absent:	Vacant:
erred By: hway Comm	ittee				03-09-20

RESOLUTION NO. 2020-___

Accepting 2021 pre-mixed hot mix asphalt vendor quotes

Executive Summary

On February 16, 2021, the Highway Department received quotes from all area vendors for premixed asphalt. The Highway Department purchases the asphalt from the vendors and delivers the material to the job site for placement by County crews. The vendor selected by the County will be determined by the location of the project and the plant location to obtain the best price for each project. This resolution authorizes the Jefferson County Highway Department to purchase pre-mixed asphaltic concrete products at the prices listed below from any of the asphalt vendors in 2021. The Highway Committee considered this resolution at its meeting on February 23, 2021 and recommended forwarding to the Jefferson County Board of Supervisors to accept the quotes listed below.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, the Jefferson County Highway Department is authorized to receive quotes on pre-mixed asphalt products needed in 2021, and

WHEREAS, such quotes were received and opened on February 16, 2021, with the following results:

Company	Price (per ton)	Location
Wolf Paving	\$46.25, \$40.00, \$38.50 PG58-28	Delafield
Payne & Dolan, Inc.	\$39.16, \$37.29, \$34.66 PG58-28	LaGrange
Payne & Dolan, Inc.	\$42.30, \$37.29, \$37.29 PG58-28	Waukesha
Asphalt Contractors	\$48.45, \$43.65, \$41.85, PG58-28	Oakland

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Highway Department is authorized to purchase pre-mixed asphalt products at the above listed prices from any of the asphalt vendors in 2021.

Fiscal Note: The Highway Department will determine the best price for each project (asphalt price plus trucking) when selecting a plant location. The department will also consider plant schedule, availability, and production rates. Funds have been allocated in 2021 Highway Maintenance Account No. 53311 and Highway Construction Account No. 53312.

Ayes:	Noes:	Abstain:	Absent:	Vacant:
Referred By:				
Highway Committee				03-09-2021
REVIEWED: County A	.dministrator:BPW	; Corporation C	Counsel:_JBW; F	Finance Director:

RESOLUTION NO. 2020-___

Accepting 2021 seal coat oil vendor bids

Executive Summary

On February 16, 2021, the Highway Department received bids from area vendors for seal coat emulsions. The contractor provides the emulsions and transportation to the county job sites. Vendors selected by the County will be determined by the location of the project and the plant location to obtain the best price for each project. This resolution authorizes the Jefferson County Highway Department to purchase emulsion products from the vendors listed below at the stated bid prices. The Highway Committee considered this resolution at its meeting on February 23, 2021 and recommended forwarding to the Jefferson County Board of Supervisors to accept the quotes listed below.

WHEREAS, the Executive Summary is incorporated into this resolution, and

WHEREAS, the Jefferson County Highway Department is authorized to receive bids on bituminous asphalt products needed in 2021, and

WHEREAS, such bids were received and opened on February 16, 2021, with the following results:

Company	Type of Asphalt (emulsion)	Bid Price
Henry G. Meigs, Inc.	CRS-2 (Applied)	\$2.2290 per gallon
	CRS-2 (Product)	\$1.9290 per gallon
	CRS-2P (Applied)	\$2.4290 per gallon
	CRS-2P (Product)	\$2.1290 per gallon
	HFRS-2 (Applied)	\$2.2290 per gallon
	HFRS-2 (Product)	\$1.9290 per gallon
	HFRS-2P (Applied)	\$2.4290 per gallon
	HFRS-2P (Product)	\$2.1290 per gallon
	CSS-1 (FOB Ship Pt.)	\$1.9890 per gallon
	CRS-2PD (Applied)	\$2.0090 per gallon
	CRS-2PD (Product)	\$1.7090 per gallon
Flint Hills/Fahrner Asphalt	CRS-2 (Applied)	\$2.1900 per gallon
-	CRS-2 (Product)	\$1.8600 per gallon
	HFRS-2 (Applied)	\$2.1900 per gallon
	HFRS-2 (Product)	\$1.8600 per gallon
	HFRS-2P (Applied)	\$2.4000 per gallon
	HFRS-2P (Product)	\$2.0700 per gallon
	CRS-2P (Applied)	\$2.4000 per gallon
	CRS-2P (Product)	\$2.0700 per gallon
	CSS-1 (FOB Ship Pt.)	\$1.8500 per gallon
	CRS-2PD (Applied)	\$1.9900 per gallon
	CRS-2PD (Product)	\$1.6300 per gallon

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Highway Department is authorized to purchase emulsion products from the vendors listed at the above stated bid prices in 2021. Fiscal Note: The funds to come from the Highway Maintenance Account 53311 and the Highway Construction Account 53312. Ayes:_____ Noes:____ Abstain:____ Absent:____ Vacant:____

Referred By:

Highway Committee

03-09-21

REVIEWED: County Administrator:_BPW____; Corporation Counsel:__JBW_; Finance Director:MAD



JEFFERSON COUNTY HUMAN RESOURCES

Courthouse 311 South Central Ave - Room 111 JEFFERSON, WISCONSIN 53549 Telephone (920) 674-7102 Fax (920) 675-0068 TERRI PALM KOSTROSKI

Human Resources Director

CASEY RADKEBenefits Administrator

JESSICA TUCKER
Human Resources Coordinator II

VACANT Risk Manager/Safety Officer

To: Jefferson County Board of Supervisors

FROM: Human Resources Committee

DATE: March 9, 2021

RE: Update regarding Resolution 2020-14, Approving Suspension of Personnel Policy Provisions

On June 16, 2020, the Jefferson County Board of Supervisors approved Resolution 2020-14, Approving Suspension of Personnel Policy Provisions. This resolution approved several suspensions of personnel provisions and authorized the County Administrator the authority to modify the current suspensions or approve additional personnel provision suspensions to ensure the protection of employees, clients/customers, and the public. This authorization was granted through December 31, 2020, with an additional provision authorizing the Human resources Committee to extend the County Administrator's ability to temporarily suspend personnel provisions as deemed necessary.

On November 17, 2020, the Human Resources Committee met to discuss the possible extension of providing the County Administrator the authority to modify or suspend personnel policies. In consideration of the increasing number of COVID-19 cases in Jefferson County and cases directly impacting Jefferson County employees and departments, the Human Resources Committee took action to extend the County Administrator's authority to modify or suspend personnel policies as deemed necessary through March 31, 2021, or unless further action was taken to modify this date.

On February 16, 2021, the Human Resources Committee again met to discuss the possible extension of providing the County Administrator the authority to modify or suspend personnel policies. In consideration of COVID-19 still being prevalent not only throughout Jefferson County, but throughout the world, and in consideration that the Coronavirus vaccine is still in the first stages of administration, the Human Resources Committee took action to extend the County Administrator's authority to modify or suspend personnel policies as deemed necessary through June 30, 2021, or unless further action was taken to modify this date.

The following personnel policy provisions have been suspended and/or modified since the adoption of Resolution 2020-14. These modifications are approved through June 30, 2021, unless otherwise notified or modified prior to June 30, 2021:

1. COMPENSATORY TIME

- a. Jefferson County's Personnel Ordinance states that exempt employees who are eligible for compensatory time at an hour-for-hour basis may accrue compensatory time for all hours worked over 40 hours/week.
 - i. Public Health Nurses and the Public Health Nurse Manager may accrue compensatory time on an hour-for-hour basis for COVID-19 related activities for the first five hours of actual hours worked over 40 hours per week.

- ii. Public Health Nurses and the Public Health Nurse Manager may be compensated overtime, paid at a rate equal to the regular rate of pay, for any hours worked over 45 hours per week on COVID-19 related activities.
- iii. Public Health Nurses and the Public Health Nurse Manager may accrue up to 480 hours of compensatory time on an hour-for hour basis for actual hours worked over 40 hours per week.
- iv. The Vaccination Clinic Coordinator may be compensated overtime, paid at a rate equal to the regular rate of pay, for any hours worked over 40 hours per week on COVID-19 related activities.
- b. Jefferson County's Personnel Ordinance states that compensatory time for exempt employees needs to be used by November 30 of each year or the balance is forfeited. Any remaining compensatory balances as of November 30, 2020, for exempt Public Health Nurses and the Public Health Nurse Manager will be carried over into the new 2021 comp year.
- 2. FACE COVERINGS: Jefferson County employees will follow State orders during the duration of said orders.
- 3. FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA): The Families First Coronavirus Response Act expired on December 31, 2020. Employees requiring quarantining or isolating after December 31, 2020, will be required to use accrued or unpaid time. The County will allow the use of sick pay during quarantine, even in circumstances that would not otherwise qualify. Employees should still complete the questionnaire form that advises on quarantine and isolation timeframes, as well as the FFCRA paperwork for tracking purposes only. Should the new federal administration approve paid leave for COVID-19 related absences that is retroactive, the County needs a method to track these absences; therefore, the FFCRA form will be required.

4. ISOLATION AND QUARANTINE:

- a. <u>Isolation Periods</u>: Employees who test positive for COVID-19 will be required to isolate for 10 days from the onset of symptoms, or if no symptoms, 10 days from the date the test was taken. Employees should continue to complete the COVID-19 questionnaire form. Human Resources will follow up with either the employee, the employee's supervisor, or both, to confirm the isolation period.
- b. Quarantine When in Close Contact with Someone Positive for Covid-19: On December 2, 2020, the Centers for Disease Control (CDC) published updated guidance that relaxes its requirements for quarantine periods for people exposed to COVID-19 through "close contacts." Previously, people with close contacts—generally defined as having been within 6 feet of someone who has COVID-19 for a total of 15 minutes or more in a 24-hour period—were required to quarantine for 14 days after the last date of contact. The new guidelines offer options to reduce the recommended quarantine period. Jefferson County will follow the following guidelines:
 - Quarantine the 14 days if able to work remotely.
 - Quarantine for 10 days for positions unable to work remotely. Highly prefer negative PCR COVID test at 7 days after contact. Must continue to self-monitor and take extra precautions through the 14-day period.
 - Quarantine for 7 days for positions in critical and/or public safety positions, providing there is a negative test at 5-6 days after contact.

Employees should continue to complete the COVID-19 questionnaire form. Human Resources will follow up with either the employee, the employee's supervisor, or both, to confirm the quarantine period.

- c. <u>Family Members Who Are Required to Quarantine (Contact of a Contact)</u>: If a family member is required to quarantine because of potential exposure or travel history and is awaiting test results or to see if they get symptoms, it is currently not expected that the entire family quarantine. Instead, it is recommended to practice social distancing within their home. If the results came back positive, or the person develops symptoms, then the entire household/contacts would be expected to quarantine in accordance with close contact guidance.
- d. <u>EXCEPTION to quarantine</u>: If you have documented proof that you have received the entire series of the COVID-19 vaccination and are a close contact after 14 days of the final vaccination series and before 90 days of the last of the series, as long as you do not exhibit any symptoms of COVID-19, you will not need to quarantine. OR, if you have had COVID-19 illness within the previous 3 months AND have recovered AND remain without COVID-19 symptoms you will not need to quarantine.
- 5. **REPORTING TO WORK SICK:** Remember, if you are sick, you need to stay home. If you report to work with a fever or other upper respiratory symptoms such as difficult breathing or cough, you will be sent home and allowed to use sick pay or other accrued time.
- 6. SCHOOL AND DAY CARE CANCELLATIONS: Employees who have children in schools or day cares that have been cancelled, and whose children are not old enough to care for themselves, will be allowed time off from work without being penalized. However, in turn, we are asking employees to try to locate other care for their children that you are comfortable with, such as a relative or neighbor. If/when that is not possible, please talk with your supervisor to see if there is an alternate work schedule you can do. This may include working a different shift, telecommuting, or another arrangement. If the only option available for you is to take time off work, employees will be allowed to use voluntary furlough, with approval of your department head. Employees may also use vacation pay, floating holiday pay, random hours, or compensatory time, prior to using unpaid time. Sick pay may be used only after 40 hours of other accruals are used. Voluntary furlough can be used at any time during the absence for school and day care closings. The voluntary furlough hours may be taken in as small as 15-minute increments, pending approval of your department head. The FFCRA paperwork must be completed to track time off due to COVID-19 cancellations and to be eligible for credit, pending any new legislation in 2021.
- 7. <u>SICK LEAVE</u>: With the approval of the department head, new employees may access sick pay immediately for COVID-19-related absences (prior to the 6-month probationary period). Also, with the approval of Human Resources and/or County Administrator, employees may be able to use accruals already earned for 2022. This will reduce the amount of vacation received in January 2022.
- 8. <u>TELECOMMUTING GUIDELINES</u>: The telecommuting guidelines provided in March 2020, will continue. Employees will be expected to have prior approval for remote work and while remote working, will continue to represent the county in the same professional manner as is expected if physically at work. This includes:
 - Dressing and acting professionally as if you were meeting in person (no sweatshirts/ripped jeans; no eating during meetings; etc.).
 - Keeping your camera on during meetings. If your camera is off, or you do not have one, the reason should be noted.
 - Working during your normal work hours, unless approved otherwise by your department head and communicated to co-workers.
 - Checking phone messages regularly throughout the day. Phone messages should not be older than 24-hours unless you have changed your voice message that you are out of the office (i.e., vacation) and unable to return messages promptly. Checking voice messages can be done by calling 920-674-7600 and following the prompts to enter your extension and your ID for retrieving messages.

- Reporting your time accurately and following other time-keeping work rules, such as two 15-minute paid breaks, unpaid 30-minute meal break, calling in absences as required by your supervisor, etc.
- 9. **TRAVEL:** COVID-19 is still prevalent in Wisconsin, the United States, and throughout the World. Both international (overseas) and U.S. travel continues to be risky and the spread of COVID-19 can change quickly, including in areas of travel destinations. If an employee must travel, they should prepare for:
 - o Changing travel restrictions.
 - New requirements for airline passengers traveling to the U.S. from a foreign country.
 - Staying in-place if become sick, which could mean isolating or quarantining at your travel destination, thereby postponing your return.
 - Planning for the impact of being away from your home for an extended period of time if required to isolate or quarantine in-place.
 - a. <u>International travel</u>: International travel is deemed not safe because COVID-19 continues to spread all over the world and is discouraged by the County, but not prohibited. If traveling to another country, check with your destination's Office of Foreign Affairs or Ministry of Health or the US Department of State, Bureau of Consular Affairs, Country Information page for details about entry requirements and restrictions for arriving travelers.

As of January 26, 2021, there are new requirements for all air passengers arriving to the US from a foreign country to get tested no more than 3 days before their flight departs and to present the negative results or documentation of having recovered from COVID-19 within the past 90 days to the airline before boarding the flight. Details of the CDC order and recommendations for after international travel can be found at the CDC International Travel site. If, despite these recommendations, you choose to travel, the following will be required upon return:

- Self-monitor for symptoms of COVID-19 for 14 days, including check your temperature twice daily and if you develop symptoms like fever, cough, shortness of breath, call your doctor and stay home.
- Get tested with a viral test 3-5 days after travel **AND stay home and self-quarantine** for a full 7 days after travel.
 - o Even if you test negative, stay home and self-quarantine for the full 7 days.
 - o If your test is positive, isolate yourself to protect others from getting infected.
- If you do not get tested, stay home and self-quarantine for 10 days after travel.
- i. EXCEPTION to quarantine: If you have documented proof that you have received the entire series of the COVID-19 vaccination and travel after 14 days of the final vaccination series and return before 90 days of the last of the series, as long as you do not exhibit any symptoms of COVID-19, you will not need to quarantine. OR, if you have had COVID-19 illness within the previous 3 months AND have recovered AND remain without COVID-19 symptoms you will not need to quarantine.
- b. <u>Travel Out of State:</u> If traveling out of the State of Wisconsin and traveling by airplane, train, or boat (including riverboat), employees will be required to follow the same guidelines as international travel. Upon return:
 - Self-monitor for symptoms of COVID-19 for 14 days, including check your temperature twice daily and if you develop symptoms like fever, cough, shortness of breath, call your doctor and stay home.
 - Get tested with a viral test 3-5 days after travel **AND stay home and self-quarantine** for a full 7 days after travel.

- Even if you test negative, stay home and self-quarantine for the full 7 days.
- o If your test is positive, isolate yourself to protect others from getting infected.
- If you do not get tested, stay home and self-quarantine for 10 days after travel.
- b. EXCEPTION to quarantine: If you have documented proof that you have received the entire series of the COVID-19 vaccination and travel after 14 days of the final vaccination series and return before 90 days of the last of the series, as long as you do not exhibit any symptoms of COVID-19, you will not need to quarantine. OR, if you have had COVID-19 illness within the previous 3 months AND have recovered AND remain without COVID-19 symptoms you will not need to quarantine.
- c. <u>Travel, Work-Related:</u> Work-related travel outside of Jefferson County to attend conferences, work with clients and/or inmates, and other approved work-related events, are not prohibited at this time, but require prior approval by your department head. Department heads must review the employee's request, activities required during travel, and other safety concerns related to COVID-19 transmission and approve requests if travel is critical for the employee's job (i.e., transport of an inmate) or if the risk of transmission is low (i.e. Conference hotel has taken physical distancing precautions, etc.). If travel by airplane, train, or boat is required, quarantine restrictions will be in place:
 - Self-monitor for symptoms of COVID-19 for 14 days, including check your temperature twice daily and if you develop symptoms like fever, cough, shortness of breath, call your doctor and stay home.
 - Get tested with a viral test 3-5 days after travel **AND stay home and self-quarantine** for a full 7 days after travel.
 - o Even if you test negative, stay home and self-quarantine for the full 7 days.
 - o If your test is positive, isolate yourself to protect others from getting infected.
 - If you do not get tested, stay home and self-quarantine for 10 days after travel.
 - c. EXCEPTION to quarantine: If you have documented proof that you have received the entire series of the COVID-19 vaccination and travel after 14 days of the final vaccination series and return before 90 days of the last of the series, as long as you do not exhibit any symptoms of COVID-19, you will not need to quarantine. OR, if you have had COVID-19 illness within the previous 3 months AND have recovered AND remain without COVID-19 symptoms you will not need to quarantine.
- 10. **VOLUNTARY FURLOUGH:** With Department head approval, employees may use unlimited amount of voluntary furlough prior to utilizing accrued benefits. During this specific time only with voluntary furlough, the County will continue to calculate your benefits based on the unpaid voluntary furlough and will continue your health/dental insurance, providing the employee continues to pay his/her share of premiums. Employees using voluntary furlough may not carryover accrued time into 2022.

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 February 18, 2021 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 R4296A-21, R4297A-21, R4298A-21, R4299A-21, R4300A-21. R4301A-21, R4302A-21 and R4304A-21

DATED THIS 22nd DAY OF FEBRUARY, 2021

Blane Poulson, Secretary

THE PRIOR MONTH'S AMENDMENTS R4289A-21, R4290A-21, R4291A-21, R4292A-21, R4293A-21, R4294A-21 and R4295A-21
ARE EFFECTIVE UPON PASSAGE BY COUNTY BOARD, SUBJECT TO WIS.
STATS. 59.69(5)

ORDINANCE NO. 2020-

Amending Official Zoning Map

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

WHEREAS, Petitions R4296A-21, R4297A-21, R4298A-21, R4299A-21, R4300A-21, R4301A-21, R4302A-21 and R4304A-21 were referred to the Jefferson County Planning and Zoning Committee for public hearing on February 18, 2021, 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 BUSINESS TO NATURAL RESOURCE

Rezone 0.107 acre of PIN 012-0816-2812-030 (0.107 ac) to add it to adjoining Natural Resource zoned property. The site is in the Town of Ixonia near Oak Dr. This is in accordance with Sec. 11.04(f)12 of the Jefferson County Zoning Ordinance. Rezoning is conditioned upon approval and recording of a final certified survey map for the property. R4296A-21 – Autumn Ridge Subdivision Homeowners Association Inc

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

Rezone 1.3 acres for an A-2 zone around the existing barn at W3520 Lower Hebron Rd, Town of Hebron, from part of PIN 010-0515-1012-000 (40.5 ac.) This is in accordance with Sec. 11.04(f)7 of the Jefferson County Zoning Ordinance. Rezoning is conditioned upon approval and recording of a final certified map for the lot. R4297A-21 – Grace Foelker/P &J Foelker Trust Property

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

Rezone to create a 2-acre building site from part of PIN 002-0714-1143-000 (27.762 ac) near N6504 County Road N in the Town of Aztalan. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. Rezoning is conditioned upon road access approval, receipt by Zoning of a suitable soil test and approval and recording of a final certified survey map for the lot, including extraterritorial plat review if necessary. R4298A-21 – Dean & Susan Andersen

Create a 2-acre lot around the home and buildings at N5002 Dewey Rd, Town of Aztalan, from part of PINs 002-0714-3642-000 (40 ac) and 002-0714-3643-000 (39.606 ac.) This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. Rezoning is conditioned upon approval and recording of a final certified survey map for the lot, including extraterritorial plat review if necessary. R4299A-21 – K&V Farms LLC

Create a 1-ac building site (Lot 1) and a 1.28-ac building site (Lot 2) from part of PIN 006-0716-1632-000 (25.98 ac) in the Town of Concord. near W1630 County Road B. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. 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 by Zoning of a suitable soil test and approval and recording of a final certified survey map for the lot . R4300A-21 – Brandon Butler/Randall & Lori Wegner Property

Rezone 2 acres of PIN 016-0514-2023-000 (20.407 ac) for a new building site near W6855 Whitetail Ln in the Town of Koshkonong. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. It 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 by Zoning of a suitable soil test, staying off slopes greater than 20% with any development and recording of a final certified survey map, including extraterritorial plat review if necessary. R4301A-21 – Don Foltz

Create a 1-ac lot around the home at W3477 Lower Hebron Rd from part of PIN 010-0515-1042-000 (20.218 ac), Town of Hebron. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. Rezoning is conditioned upon approval and recording of a final certified survey map for the lot. R4302A-21 – ABC Acres Inc

Create a 4-ac building site on Mode Ln from part of PIN 022-0613-3532-000 (45.401 ac) in the Town of Oakland. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. It 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 by Zoning of a suitable soil test and approval and recording of a final certified survey map for the lot. R4303A-21 – Rick Seavert/Ronald Seavert Trust Property

Create a 2.00877-ac building site on Hillside Dr from part of PIN 006-0716-0714-000 (37.27 ac) in the This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. It 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 by Zoning of a suitable soil test and approval and recording of a final certified survey map for the lot. R4304A-21 – John Ader-Hillcrest Builders/Highland Ridge Estates LLC Property

FROM A-T, AGRICULTURAL TRANSITION TO A-3, AGRICULTURAL/RURAL RESIDENTIAL

Create a 4-ac building site on Tamarack Rd from part of 024-0516-2711-002 (36.740 ac) in the Town of Palmyra. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. 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 by Zoning of a suitable soil test, approval and recording of a final certified survey map for the lot, and the fact that previously approved petitions R4228A-20, R4229A-20 and R4230A-20 will become null and void with approval of this petition. R4305A-21 – Scott & Connie Mastro:

The above zoning amendments shall be null and void and have no effect one year from the date of County Board approval unless all applicable conditions have been completed.

	Ayes:	Noes:	Abstain:	Absent:	_ Vacant:	
Referred learning a	By: and Zoning Co	ommittee			03-09-21	
	REVIEWEI	D: County Admini	strator_ <u>BPW</u> _ Corp	ooration Counsel	JBW Finance D	Director:

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

APPOINTMENTS BY COUNTY ADMINISTRATOR

By virtue of the authority vested in me under Sections 59.18(2)(b) of the Wisconsin Statutes, I respectfully request confirmation of the following appointments:

a.	. Brandon White, Jefferson, WI, to the Veterans Service Commission to fill an unexpired term ending December 13, 2021.							
	Д	AYES	NOES	_ ABSTAIN	_ ABSENT			
b.	Kirk Lund, Lake November 1, 20		the Human Se	ervices Board to fi	ll an unexpired term ending			
	A	AYES	NOES	_ ABSTAIN	_ ABSENT			
c.	Greg Haasch, Caterm ending De			son County Librar	ry Board to fill an unexpired			
		AYES	NOES	ABSTAIN	ABSENT			
d.	Christine Spang term ending Jar	•		ne Sheriff's Civil S	ervice Commission for 5-year			
		AYES	NOES	ABSTAIN	ABSENT			

03-09-2021

PROCLAMATION NO. 2020-____

Congratulating the Lake Mills High School Girls Basketball Team on their Division 3 State Basketball Championship

WHEREAS, the Lake Mills High School Girls Basketball Team won the Wisconsin Interscholastic Athletic Association Division 3 State Basketball Championship, Friday, February 26, 2021, and
WHEREAS, the Jefferson County Board of Supervisors supports achievement in athletics and extracurricular activities as well as academic achievement among the county's youth.
NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors assembled this 9th day of March 2021, extends its hearty congratulations to the Lake Mills High School Girls Basketball Team, coaches, parents, staff, students, and fans for their WIAA State Basketball Championship, and wishes them success and good health in their future athletic and

and extrac	urricular	activities as	well as acade	mic a	chieveme	ent among	the cou	nty's you	ıth.
assembled School G	l this 9th irls Bask l Champi	day of Mardetball Team	ch 2021, exten, coaches, p	ends it arents	ts hearty s, staff, st	congratulat udents, an	tions to d fans	the Lak for their	of Supervisors te Mills High WIAA State te athletic and
		Ayes	Noes	_ Ab	stain	_ Absent_	V	'acant	
Referred I Superviso	•	∟und, Martir	1						03-09-2021
	REVIEW	VED: County A	Administrator: _	<u>BW</u> _	Corporatio	n Counsel: _	JBW_	_ Finance	e Director: MAD

PROCLAMATION 2020-

Proclaiming the month of April 2021 as Child Abuse and Neglect Prevention Month

WHEREAS, child abuse and neglect is a complex and ongoing problem in our society, affecting many children in Jefferson County, and

WHEREAS, every child is entitled to be loved, cared for, nurtured, feel secure and be free from verbal, sexual, emotional and physical abuse, and neglect, and

WHEREAS, it is the responsibility of every adult who comes in contact with a child to protect that child's inalienable right to a safe and nurturing childhood, and

WHEREAS, Jefferson County has many dedicated individuals and organizations who work daily to counter the problem of child maltreatment and to help parents obtain the assistance they need, and

WHEREAS, our communities are stronger when all citizens become aware of child maltreatment prevention and become involved in supporting parents to raise their children in a safe and nurturing environment, and

WHEREAS, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies, and the business community, and

WHEREAS, the Human Services Board, at its February 9, 2021 meeting, unanimously voted to forward this Proclamation to the County Board of Supervisors for adoption.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby proclaims the month of April 2021 to be Child Abuse and Neglect Prevention Month.

Fiscal Note: Adoption of this proclamation will not have any fiscal impact to the County other than the expenditure of staff time. Promotion materials will be funded by outside private donations.

F	Ayes	Noes	Abstain	Absent	Vacant	_
Referred By: Human Services I	Board					03-09-21

REVIEWED: County Administrator: BPW____; Corporation Counsel: _JBW___; Finance Director: