

AGENDA

*REVISED 12-11-2023

JEFFERSON COUNTY BOARD MEETING

TUESDAY DECEMBER 12, 2023 7:00 p.m.

Jefferson County Courthouse
311 S. Center Avenue, Room C2063
Jefferson, WI 53549

Webinar OR [Livestream on YouTube](#)

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. **APPROVAL OF THE AGENDA**
6. **APPROVAL OF MINUTES – OCTOBER 24, 2023 & NOVEMBER 14, 2023**
7. **COMMUNICATIONS**
 - a. Notice of Public Hearing – Planning and Zoning – December 21, 2023 (Page 1)
 - b. Treasurer’s Monthly Report
8. **PUBLIC COMMENT (agenda items)**
9. **ANNUAL REPORTS**
 - a. Emergency Management – Donna Haugom
 - b. Highway – Bill Kern
 - c. County Administrator – Ben Wehmeier
10. **COUNTY ADMINISTRATOR**
 - a. Resolution - IN MEMORIAM – Alfred “Al” J. Foskett (Page 3)
 - b. Resolution - IN MEMORIAM – Wendell “Wendy” Wilson (Page 4)

COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES

11. **EXECUTIVE COMMITTEE**
 - a. Resolution – Authorizing the execution of Intergovernmental Agreements with the City of Fort Atkinson and the City of Watertown for GIS services (Page 5)
12. **FINANCE COMMITTEE**
 - a. Resolution – Accepting the Department of Justice’s Deflecting Court Involvement Due to School Refusal Grant at the Human Services Department (Page 15)
 - b. Resolution - Accepting \$4,175.00 in restricted donations for the Jefferson County Health Department’s Safe Sleep Program and amending the 2023 budget (Page 17)
 - c. Resolution- Reauthorizing self-insuring worker’s compensation liability (Page 18)
 - d. Resolution- Adopting the Results Matrix for Priority Based Budgeting (Page 20)
 - e. Resolution- Authorizing the sale of Jefferson County property to Project Dove, LLC (Page 21)
13. **HUMAN SERVICES BOARD**
 - a. Resolution – Amending the Marsh Country Intergovernmental Cooperation Agreement for Jefferson County Human Services (Page 28)

16. PLANNING AND ZONING COMMITTEE

- a. Report (Page 36)
- b. Ordinance – Amending Official Zoning Map (Page 37)

17. *APPOINTMENT BY COUNTY ADMINISTRATOR

- a. Tracy Neuhauser as Interim Director of Emergency Management. (Page 38)

18. PUBLIC COMMENT (General)

19. ANNOUNCEMENTS

20. ADJOURN

Next County Board Meeting

Tuesday, January 9, 2024
7:00 p.m.

NOTICE OF PUBLIC HEARING
JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE

George Jaeckel, Chair; Steve Nass, Vice-Chair; Blane Poulson, Secretary; Matt Foelker; Cassie Richardson

SUBJECT: Map & Ordinance Amendments to the Jefferson County Zoning Ordinance and Request for a Conditional Use Permit and Amendment to the Comprehensive and Farmland Preservation Plan
DATE: Thursday, December 21, 2023
TIME: 7:00 p.m. (Doors will open at 6:30)

PLACE: **JEFFERSON COUNTY COURTHOUSE, ROOM C2063**
311 S. CENTER AVE, JEFFERSON, WI 53549
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: December 21, 2023 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/j/95733440565?pwd=eHZRbHZXWXhlUnlKdkhtOXhoTmtNz09>
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 at 7 p.m. on Thursday December 21, 2023, in Room C2063 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 and ordinance, 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.

DECISIONS ON THE CONDITIONAL USES ONLY WILL BE MADE ON DECEMBER 28, 2023.
DECISIONS ON THE REZONINGS WILL BE MADE ON JANUARY 9, 2024.

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

R4506A-23 – R&W Ventures LLC: Rezone part of PIN 008-0715-0211-001 (11.91 ac) to create a 3.6-ac farm consolidation lot around the home & buildings at **N7262 County Road D**, Town of Farmington. This is in accordance with Sec 11.04(f)8 of the Jefferson County Zoning Ordinance.

R4507A-23 – Brandon & Rachel Thom/Paul Lukas & Kerry Furlong Property: Rezone 2 ac of PIN 008-0715-3223-000 (40 ac) to create a new building site near **W4466 Hillview Ln** in the Town of Farmington. This is in accordance with Sec 11,04(f)8 of the Jefferson County Zoning Ordinance.

R4508A-23 – Richard & Marlene Schroedl Trust: Create a 4.522-ac farm consolidation lot at **W6232 US Highway 18**, Town of Jefferson from part of PIN 014-0614-0443-000 (19.49 ac). This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance.

CONDITIONAL USE PERMIT

CU2113-23 – JGB Land Inc: Conditional use to allow a 10-year extension of CU1771-14 for mineral extraction on PIN 016-0514-02112-000 (55.63 ac). The site is at N22447 Kutz Rd in the Town of Koshkonong. This is in accordance with Sec 11.04(f)6 and 11.05(c) of the Jefferson County Zoning Ordinance.

COMPREHENSIVE PLAN AND ORDINANCE AMENDMENT

R4509T-23 – Jefferson County: Amendment to the Jefferson County Comprehensive Plan, Farmland Preservation Plan and Jefferson County Zoning Ordinance that will allow the limited redivision of existing A-3 Agricultural and Rural Residential zones created prior to 2000.

7. Adjourn

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

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

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

RESOLUTION NO. 2023- _____

IN MEMORIAM – Alfred “Al” J. Foskett

WHEREAS, Alfred “Al” Foskett of Jefferson was born on September 30, 1932, and died on October 21, 2023, at the age of 91, and

WHEREAS, Alfred served the citizens of his supervisory district 18 at various times, first being seated on April 18, 1989, and serving until April 2000. He returned to the County Board on April 16, 2002, and served until April 20, 2004, and

WHEREAS, as a County Board Supervisor, Alfred served on the Human Services Personnel and Finance Committee, the Legislation and Rules, Finance, and Law Enforcement Committees and was the chairperson of the Jefferson County Human Services Board, and

WHEREAS, it is fitting for Alfred Foskett to be recognized by the Jefferson County Board of Supervisors for his public service, dedication, and thoughtfulness which will be missed by many.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors meeting this 12th day of December 2023, does hereby extend its sincere sympathy to the family of Alfred Foskett along with this recognition of his service and dedication to the citizens of Jefferson County.

Fiscal Note: Passage of this Resolution has no fiscal impact.

Referred By:
County Administrator

12-12-2023

REVIEWED: Corporation Counsel: DHT ; Finance Director:



RESOLUTION NO. 2023- _____

IN MEMORIAM – Wendell “Wendy” Wilson

WHEREAS, Wendell “Wendy” Wilson of Watertown was born on July 13, 1932, and died on November 27, 2023, at the age of 91, and

WHEREAS, Wendell had served on the Jefferson County Board of Supervisors for District 8 from June 8, 1971, until April 20, 2004, and was the Chairperson from April 16, 1990, to April 20, 2004, and

WHEREAS, as a County Board Supervisor, Wendell served on the Parks, Institutions and Equalization Committees, the Inter-County Data Processing Commission, the Inter-County Coordinating Committee, the Judiciary Committee, the Planning and Zoning Committee, the Administrative Committee and was chairperson of the Finance Committee and Human Resources Committee, and

WHEREAS, as County Board Chairperson, Wendell demonstrated the leadership and professionalism in the administration of his office that will be remembered by those he came in contact with, and

WHEREAS, it is fitting for Wendell Wilson to be recognized by the Jefferson County Board of Supervisors for his public service, dedication, and thoughtfulness which will be missed by many.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors meeting this 12th day of December 2023, does hereby extend its sincere sympathy to the family of Wendell Wilson along with this recognition of his service and dedication to the citizens of Jefferson County.

Fiscal Note: Passage of this Resolution has no fiscal impact.

Referred By:
County Administrator

12-12-2023

REVIEWED: Corporation Counsel: DHT ; Finance Director:



RESOLUTION NO. 2023-____

Authorizing the execution of Intergovernmental Agreements with the City of Fort Atkinson and the City of Watertown for GIS services.

Executive Summary

Jefferson County hosts and maintains the primary land records for Jefferson County and continues to work to expand the use of these systems and data through its Geographical Information System commonly referred to as GIS. The GIS system provides a variety of data sources that can assist in variety of policy and decision-making processes from layout of utilities and roadways to data points for various programs.

In 2020, Jefferson County partnered with local municipalities to commission a study through the Wisconsin Policy Forum entitled “Greater Than the Sum.” The purpose of the study was to provide policymakers with information on municipal and county service areas where enhanced service sharing or consolidation might be beneficial. The study specifically identified GIS services as an area ripe for position sharing where the benefits of such sharing could be spread among various government functions that have need for advanced services like mapping and data collection and analysis. This role was mentioned as municipalities may not require full-time GIS staff but they require expertise to maximize GIS capabilities and it is difficult to contract for these services.

In early 2023, a local government meeting was held where the opportunity to collaborate on GIS services was discussed. Conversations specifically continued with the City of Fort Atkinson and the City of Watertown led by the Planning and Zoning Director. These discussions culminated in the attached proposed intergovernmental agreements. Per the proposed agreements, Jefferson County intends to hire a GIS specialist who will dedicate a percentage of time to providing technical assistance for GIS projects to the cities of Watertown and Fort Atkinson with provisions for cost and data sharing. The County’s fiscal year 2024 Budget accounted for this proposed cooperative arrangement by including provisions for a new staff position and related expenditure and intergovernmental revenue from the communities for GIS services. It is anticipated that this service could be expanded in the future if other municipalities desire to participate.

This resolution authorizes the County Administrator to execute intergovernmental agreements with the cities of Fort Atkinson and Watertown to provide GIS services. The Planning and Zoning Committee reviewed the enclosed draft intergovernmental agreements on November 27, 2023, and unanimously endorsed moving it forward. The Executive Committee reviewed the agreements on November 29, 2023, and recommended forwarding to the County Board unanimously.

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

WHEREAS, the County’s Comprehensive Plan and Strategic Plan has identified intergovernmental cooperation as a goal of the County, and

WHEREAS, the study “Greater Than the Sum” identified partnership for GIS services among local government bodies as a potential opportunity for intergovernmental cooperation, and

WHEREAS, the County, the City of Fort Atkinson and the City of Watertown have determined that the collaboration of GIS services will allow for more efficient and effective services, and

WHEREAS, the local government partners have provided for this agreement within their respective budgets.

NOW, THEREFORE, BE IT RESOLVED that the County Board authorizes the County Administrator to finalize and execute intergovernmental agreements with the City of Fort Atkinson and the City of Watertown to provide geographical information services (GIS) in substantially the same form as the attached draft agreements.

Fiscal Note: The anticipated intergovernmental revenue, new staff position, and related costs have been included within the FY 2024 Budget.

Referred By:
Executive Committee

12-12-2023

REVIEWED: Corporation Counsel: DHT ; Finance Director:



**INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY AND
THE CITY OF FORT ATKINSON REGARDING GEOGRAPHIC INFORMATION
SYSTEM (GIS) SERVICES**

This Agreement is made and entered into as of the ___ day of _____, 2023, by and between the County of Jefferson, Wisconsin, (the County) and the City of Fort Atkinson, Wisconsin, (the City), to establish terms and conditions related to assistance with Geographic Information System (GIS) services.

RECITALS

WHEREAS, the City has a need for a high quality and accurate Geographic Information System (GIS); and,

WHEREAS, the County has the ability to provide technical assistance to the City for Geographic Information System (GIS) services and intends to hire additional staff to increase said ability; and

WHEREAS, The City desires to obtain assistance from the County for Geographic Information System (GIS) services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and the County (hereinafter referred to collectively as “Parties”) do hereby covenant and agree as follows:

- 1. Authority.** This Agreement is entered into pursuant to § 66.0301 Wis. Stats., regarding intergovernmental cooperation and, therefore, should be liberally construed to accomplish its intended purposes. In addition, the undersigned representatives of the City and the County represent that they have been duly authorized by their respective governing bodies to execute this Agreement.
- 2. Definitions.**
 - A. “GIS” shall mean Geographic Information System.
 - B. “GIS Viewer” shall mean the public and internal versions of the City’s online GIS Mapping Tool.
- 3. Goal and Intent.** The Goal and Intent of this agreement is to create a lasting partnership between the City and the County and for the County to provide GIS Services to and for the City.
- 4. Roles and Responsibilities of the County.** The County will provide the following GIS services to facilitate the City’s GIS program:

- A. Update, maintain and administer a public and internal GIS Viewer for the City
 - B. Complete GIS tasks on behalf of the City as identified by the City in coordination with the County
 - a. Approximately 10 hours each week will be dedicated to City services . It is understood the exact hours will be determined by the County and may vary depending on projects, workload and availability.
 - b. The County will have a physical presence within the City for a minimum of 4 hours every other week on average. Exact timing and work schedule will be determined by the County based on workload and project expectations.
 - C. Other GIS services as mutually agreed upon
- 5. Roles and Responsibilities of the City.** The City will:
- A. Provide access to all City data needed to properly administer City’s GIS system
 - B. Coordinate and assist Jefferson County with development of GIS data
 - C. Provide access and administrator rights to City GIS (license, server, data, etc.)
 - D. Maintain GIS/ESRI licensing and provide County with necessary licensing
 - E. Maintain, update and license GIS servers
 - F. Provide data storage, unless agreed upon with County
 - G. Provide County staff with a dedicated and effective workspace, including all necessary computer/equipment, within a City building
 - H. City is responsible for any equipment, tools and supplies necessary to properly utilize GIS and any services provided by County (i.e. computers, GPS, tablets).
- 6. Compensation for Projects, Staff Support and Related Expenses.** The City shall compensate the County for services performed under this Agreement. Compensation under this Agreement shall be 25% of the annual total cost of the County GIS position payable by no later than December 31st each year. Actual hours may vary throughout the year with an annual goal and target of 25% of total time allotted towards City projects.
- 7. Performance.** Unless otherwise agreed to in writing, the County shall provide staffing to accomplish the intent of this agreement. The staff providing GIS services to the City shall at all times remain an employee of the County, reporting directly to the County. The City shall discuss work plans, staff performance, scheduling, etc. with the County Director of Planning and Zoning who will oversee County staff. The County shall allow the City to participate and provide feedback in the hiring process. All employment decisions shall be made by the County.
- 8. Permits, Laws, Regulations, and Public Ordinances.** The parties shall comply with all federal, state, and local statutes, rules, regulations, and ordinances when carrying out the terms this Agreement.
- 9. Independent Relationship.** This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation, or other formal business organization of any kind between the parties.

The rights and obligations of the parties under this Agreement will be only those set forth in this Agreement.

10. **Data Sharing.** Any data created by the County on behalf of the City pursuant to the terms of this Agreement shall be the property of the City. However, the City agrees to share all data created pursuant to this Agreement with the County upon request. The County shall use any shared data solely for the purpose of conducting County business.
11. **Limitation of Liability.** The County shall utilize the best available data. However, the County makes no representations of any kind as to its completeness or accuracy; nor does it guarantee the completeness or accuracy of any data furnished. The County makes no warranties of merchantability or fitness for a particular purpose, nor are such warranties to be implied, with respect to the data provided under this Agreement.
12. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision deemed to be void. The parties agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of essence to this Agreement be deemed void.
13. **Challenge to Agreement.** If a cause of action is commenced by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the County and the City shall cooperate fully to vigorously defend the Agreement. This Agreement is for the exclusive benefit of the parties and their successors and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity. The enforceability of this Agreement shall not be affected by changes in elected officials.
14. **Assignment.** No party shall assign any rights or responsibilities under this Agreement to a third party without the prior written consent of the other party.
15. **Term.** The delivery of services under this Agreement shall commence on January 1, 2023, or the date of hire of the budgeted position, and shall continue until terminated by either party as set forth herein. Except as otherwise provided, this Agreement may only be terminated at the end of calendar year (December 31) with written notice to the other party by no later than September 30.

- 16. Early Termination.** In the event of the County in unable to fulfil its obligations under this Agreement due to an inability to maintain sufficient staffing, the County may terminate this Agreement upon thirty (30) days written notice. Upon such termination, the City shall be relieved of any obligations for future compensation pursuant to paragraph 6.
- 17. Complete Agreement and Future Amendments.** This document is a complete and final Agreement and supersedes any oral agreements or other negotiations which may conflict with the terms of this Agreement. Either party may request a modification of this Agreement at any time. Any modification of the terms of this Agreement shall be in writing in the form of an Addendum to this Agreement and approved by both the City and the County.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Agreement on the date as set forth above.

CITY OF Fort Atkinson

COUNTY OF Jefferson

Name

Name

Dated

Dated

**INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY AND
THE CITY OF WATERTOWN REGARDING GEOGRAPHIC INFORMATION
SYSTEM (GIS) SERVICES**

This Agreement is made and entered into as of the ___ day of _____, 2023, by and between the County of Jefferson, Wisconsin, (the County) and the City of Watertown, Wisconsin, (the City), to establish terms and conditions related to assistance with Geographic Information System (GIS) services.

RECITALS

WHEREAS, the City has a need for a high quality and accurate Geographic Information System (GIS); and,

WHEREAS, the County has the ability to provide technical assistance to the City for Geographic Information System (GIS) services and intends to hire additional staff to increase said ability; and

WHEREAS, The City desires to obtain assistance from the County for Geographic Information System (GIS) services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and the County (hereinafter referred to collectively as “Parties”) do hereby covenant and agree as follows:

1. **Authority.** This Agreement is entered into pursuant to § 66.0301 Wis. Stats., regarding intergovernmental cooperation and, therefore, should be liberally construed to accomplish its intended purposes. In addition, the undersigned representatives of the City and the County represent that they have been duly authorized by their respective governing bodies to execute this Agreement.
2. **Definitions.**
 - A. “GIS” shall mean Geographic Information System.
 - B. “GIS Viewer” shall mean the public and internal versions of the City’s online GIS Mapping Tool.
3. **Goal and Intent.** The Goal and Intent of this agreement is to create a lasting partnership between the City and the County and for the County to provide GIS Services to and for the City.

4. **Roles and Responsibilities of the County.** The County will provide the following GIS services to facilitate the City's GIS program:
 - A. Update, maintain and administer a public and internal GIS Viewer for the City
 - B. Complete GIS tasks on behalf of the City as identified by the City in coordination with the County
 - a. It is understood the exact hours will be determined by the County and may vary depending on projects, workload and availability.
 - b. Exact timing and work schedule will be determined by the County based on workload and project expectations.
 - C. Other GIS services as mutually agreed upon

5. **Roles and Responsibilities of the City.** The City will:
 - A. Provide access to all City data needed to properly administer City's GIS system
 - B. Coordinate and assist Jefferson County with development of GIS data
 - C. Provide access and administrator rights to City GIS (license, server, data, etc.)
 - D. Maintain GIS/ESRI licensing and provide County with necessary licensing
 - E. Maintain, update and license GIS servers
 - F. Provide data storage, unless agreed upon with County
 - G. Provide County staff with a dedicated and effective workspace, including all necessary computer/equipment, within a City building
 - H. City is responsible for any equipment, tools and supplies necessary to properly utilize GIS and any services provided by County (i.e. computers, GPS, tablets).

6. **Compensation for Projects, Staff Support and Related Expenses.** The City shall compensate the County for services performed under this Agreement. The County shall issue invoices for services on a quarterly basis and payment shall be made by the City within 30 days of the invoice. Unless otherwise agreed upon by the parties, the City shall pay \$53/hour for services rendered.

7. **Performance.** Unless otherwise agreed to in writing, the County shall provide staffing to accomplish the intent of this agreement. The staff providing GIS services to the City shall at all times remain an employee of the County, reporting directly to the County. The City shall discuss work plans, staff performance, scheduling, etc. with the County Director of Planning and Zoning who will oversee County staff. The County shall allow the City to participate and provide feedback in the hiring process. All employment decisions shall be made by the County.

8. **Permits, Laws, Regulations, and Public Ordinances.** The parties shall comply with all federal, state, and local statutes, rules, regulations, and ordinances when carrying out the terms this Agreement.

9. **Independent Relationship.** This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation, or other formal business organization of any kind between the parties.

The rights and obligations of the parties under this Agreement will be only those set forth in this Agreement.

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11. **Limitation of Liability.** The County shall utilize the best available data. However, the County makes no representations of any kind as to its completeness or accuracy; nor does it guarantee the completeness or accuracy of any data furnished. The County makes no warranties of merchantability or fitness for a particular purpose, nor are such warranties to be implied, with respect to the data provided under this Agreement.
12. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision deemed to be void. The parties agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of essence to this Agreement be deemed void.
13. **Challenge to Agreement.** If a cause of action is commenced by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the County and the City shall cooperate fully to vigorously defend the Agreement. This Agreement is for the exclusive benefit of the parties and their successors and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity. The enforceability of this Agreement shall not be affected by changes in elected officials.
14. **Assignment.** No party shall assign any rights or responsibilities under this Agreement to a third party without the prior written consent of the other party.
15. **Term.** The delivery of services under this Agreement shall commence on January 1, 2023, or the date of hire of the budgeted position, and shall continue until terminated by either party as set forth herein. Except as otherwise provided, this Agreement may only be terminated at the end of calendar year (December 31) with written notice to the other party by no later than September 30.

- 16. Early Termination.** In the event of the County in unable to fulfil its obligations under this Agreement due to an inability to maintain sufficient staffing, the County may terminate this Agreement upon thirty (30) days written notice. Upon such termination, the City shall be relieved of any obligations for future compensation pursuant to paragraph 6.
- 17. Complete Agreement and Future Amendments.** This document is a complete and final Agreement and supersedes any oral agreements or other negotiations which may conflict with the terms of this Agreement. Either party may request a modification of this Agreement at any time. Any modification of the terms of this Agreement shall be in writing in the form of an Addendum to this Agreement and approved by both the City and the County.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute and seal this Agreement on the date as set forth above.

CITY OF Watertown

COUNTY OF Jefferson

Name

Name

Dated

Dated

RESOLUTION NO. 2023-_____

Accepting the Department of Justice's Deflecting Court Involvement Due to School Refusal Grant at the Human Services Department

Executive Summary

Jefferson County Human Services was recently awarded a grant from the Department of Justice (DOJ) to deflect youth referred to the Youth Justice system for school refusal behaviors and chronic truancy.

The County will receive a grant in the amount of \$63,243. This grant will allow for the Department to:

- Implement intervention programming for students at risk of truancy at local high schools and middle schools;
- Provide family based case management with students;
- Provide school mentors to meet with students at the school as well as with their families;
- Use evidence based practices to work with teachers and teacher aids in schools to address crisis behaviors in the classroom that can lead to school suspension and add to school refusal behavior

This resolution authorizes the acceptance of the Department of Justice's Deflecting Court Involvement Due to School Refusal grant in the amount of \$63,243 and amends the Human Services Department 2024 budget accordingly. On December 6, 2023, the Finance Committee reviewed the request from the Human Services Director and recommended forwarding this resolution to the County Board for approval.

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

WHEREAS, grant funding is available from the Department of Justice to deflect youth referred to the Youth Justice system for school refusal behaviors and chronic truancy.

NOW, THEREFORE, BE IT RESOLVED that the Department of Human Services is authorized to accept the Department of Justice grant funding in the amount of \$63,243 and the 2024 County Budget is amended accordingly.

Fiscal Note: Please see the attached Budget Adjustment or Amendment Request form for the proposed adjustments to the 2024 budget. This is a budget amendment. County Board approval requires a two-thirds vote of the entire membership of the County Board (20 votes of the 30 member County Board).

Referred By:
Finance Committee

12-12-2023

REVIEWED: Corporation Counsel: DHT ; Finance Director: 

**JEFFERSON COUNTY
BUDGET ADJUSTMENT OR AMENDMENT REQUEST**

<u>Adjustment</u>	<u>Description</u>	<u>Approval Level</u>
<input type="checkbox"/> Level 1	Adjustments of operating appropriations up to \$4,999 from one account to another <u>within</u> the department's budget	Department Head
<input type="checkbox"/> Level 2	<input type="checkbox"/> a. Adjustments of operating appropriations over \$5,000 and up from one account to another <u>within</u> the department's budget.	Administrator
	<input type="checkbox"/> b. Substitution of capital items or adjustment of operating to capital appropriations up to \$24,999 from one account to another <u>within</u> the department's budget.	Administrator
	<input type="checkbox"/> c. Transfers between departments within a budgetary function of up to \$24,999.	Administrator
<input type="checkbox"/> Level 3	Amendments of operating or capital appropriations needing additional funding from contingency funds from that are under 10% of the funds originally appropriated for an individual department.	Finance Committee
<input checked="" type="checkbox"/> Level 4	<input type="checkbox"/> a. Amendments of operating or capital appropriations needing additional funding from contingency funds from that are over 10% of the funds originally appropriated for an individual department.	County Board
	<input checked="" type="checkbox"/> b. New programs in a department that were not originally budgeted through increase in expenses with offsetting increase in revenue for that program. (i.e. grant funding or donations)	County Board
	<input type="checkbox"/> c. Substitution of capital items or adjustment of operating to capital appropriations over \$25,000 from one account to another <u>within</u> the department's budget.	County Board
	<input type="checkbox"/> d. Amendments of operating or capital appropriations needing funding from general fund balance.	County Board

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	65053000 421001 63105	State Aid	(63,243.00)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	65053000 531355 63105	Client Costs	2,350.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	65053000 529299 63105	Purchased Care and Services	58,185.00
<input checked="" type="checkbox"/>	<input type="checkbox"/>	65053000 532325 63105	Registration/Training	2,708.00
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

Description of Adjustment:
Acceptance of Wisconsin Department of Justice Truancy Deflection Pilot Grant by JC Human Services

Department Head Signature _____ Date _____

County Administrator Signature _____ Date _____

- 1) Salaries and Fringes are not included as operating above, any changes to salaries and fringes must be discussed with the County Administrator.
- 2) The County Administrator shall make the determination if the budget adjustment needs to go to the County Board.
- 3) Any items \$5,000 and above must be capitalized.

RESOLUTION 2023-___

Accepting \$4,175.00 in restricted donations for the Jefferson County Health Department's Safe Sleep Program and amending the 2023 budget

Executive Summary

The Jefferson County Health Department was awarded a total of \$4,175.00 in restricted donations for their Safe Sleep Program. The Randy Schopen Foundation awarded \$2,000.00 and Aurora Medical Center awarded \$2,175.00 towards the purchase of Pack N Plays and Safe Sleep Kits to ensure a safe sleep environment for families in need.

The Jefferson County Health Department has successfully implemented a Safe Sleep Program for many years for families in Jefferson County. This program demonstrates to parents and caregivers the importance of providing safe sleep environments for infants. There are instances of infants dying as a result of unsafe sleep environments and this program helps to mitigate that by providing education and a Pack N Play to families with limited resources. Using an evidence-based program, Public Health Nurses from the Jefferson County Health Department make a home visit to each family receiving the safe sleep information, demonstrate how to set up the Pack N Play, and provide education on how to ensure a safe sleep environment for their infant.

This resolution authorizes the acceptance of \$4,175.00 in restricted donations for the Safe Sleep Program and amends the Jefferson County Health Department's 2023 budget accordingly. The Finance Committee considered this resolution at its December 6, 2023, meeting and recommended forwarding to the County Board for approval.

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

WHEREAS, funding in the amount of \$4,175.00 is available to the Jefferson County Health Department from the Randy Schopen Foundation and Aurora Medical Center for the Safe Sleep Program, and

WHEREAS, the Jefferson County Health Department's Safe Sleep Program has already served 12 families in 2023, and


WHEREAS, this funding will provide additional opportunities for the program to educate families on safe sleep practices.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby accepts \$4,175.00 in restricted donations for the Jefferson County Health Department's Safe Sleep Program and amends the 2023 budget for the Health Department by increasing budgeted revenues and expenditures by \$4,175.00.

Fiscal Note: This resolution authorizes the County Finance Director to make the necessary budget adjustments to enact this resolution. This is a budget amendment. Passage of this resolution requires a two-thirds vote of the Board of Supervisors (20 of 30 votes needed for approval).

Referred by:
Finance Committee

12-12-2023

REVIEWED: Corp. Counsel: DHT; Finance Director: 

RESOLUTION NO. 2023-__

Reauthorizing self-insuring worker's compensation liability

Executive Summary

Jefferson County is self-insured for worker's compensation instead of having an outside insurance provider. Every three years the County must file a resolution to self-insure with the Department of Workforce Development. The County works with an insurance consultant to determine if there is cost savings to the County to continue self-insuring worker's compensation liability. The estimated cost per year for Jefferson County to purchase worker's compensation insurance would be \$674,996, or \$2,024,988 for three years. From 2020 through 2022 the County spent \$418,860 on claims, administration costs and excess premiums.

This resolution authorizes the continuation of the self-insured worker's compensation program that is currently in effect. The Finance Committee considered this resolution at its meeting on December 6, 2023, and recommended forwarding to the County Board for approval.

WHEREAS, the executive summary is incorporated into this resolution, and

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

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

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

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

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


BE IT FURTHER RESOLVED that:

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

Fiscal Note: The County has self-insured worker's compensation liability since 1981. The average annual cost of this program fluctuates each year. The County's cost was approximately 21% of conventional insurance when last priced by the County's insurance consultant in 2023. This cost is included in the 2024 budget.

Referred By:
Finance Committee

12-12-2023

REVIEWED: Corp. Counsel: DHT; Finance Director: 

RESOLUTION NO. 2023-_____

Adopting the Results Matrix for Priority Based Budgeting

Executive Summary

At the direction of the County Board of Supervisors, the County has embarked on a priority- based budgeting process. This process requires a full inventory of all County services to be performed. Costs and revenues corresponding to the delivery of these services are individually assigned to these services from the County's adopted budget. The services are then scored on several criteria to determine their ranking in the order of budget priorities.

The programs are scored on two types of attributes: 1) Basic Program Attributes, which are universal to all government programs and include scores on Mandate, Reliance (is the County the sole service provider), Cost Recovery, Population Served, and Demand (increasing or decreasing); and 2) County Governance Results, which are specific to Jefferson County and its strategic plan. Administration has developed a Results Matrix that incorporates the specific values and goals of the County's strategic plan and defines the County Governance Results. The intent of the Results Matrix is to provide a framework for scoring the County's programs which will ultimately become the basis for budget decisions. The goal of this process is to align the County's budget with its strategic plan, in order to realize the vision set forth in the strategic plan.

This resolution adopts the attached Results Matrix to be used in Jefferson County's priority-based budgeting process going forward. The Finance Committee considered this resolution at its meeting on December 6, 2023, and recommended forwarding to the County Board for approval.

WHEREAS, the Executive Summary is hereby incorporated by reference into this resolution, and

WHEREAS, going forward, the County's budget priorities will be determined by a scoring system that ranks programs based on their relation to attributes of Transformative Government, Diverse Housing Opportunities, Highly Regarded Quality of Life, Intentional Economic Growth, Safe and Healthy Community, and Sustainable Resources and Innovative Infrastructure, (for community programs), and Resources, Decision Making, Workforce, Collaboration, and Compliance (for governance programs), and

WHEREAS, these attributes are linked directly to the County's strategic plan, and

WHEREAS, because these attributes will drive budget decisions, County Administration seeks the Board of Supervisors support for these attributes.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby adopts the attached Results Matrix as a basis for budget decisions going forward.

Fiscal Note: The passage of this resolution will impact the budget by aligning the County's programs with its strategic plan.

Referred By:
Finance Committee

12-12-2023

REVIEWED: Corporation Counsel: DHT ; Finance Director: 

RESOLUTION NO. 2023-_____

Authorizing the sale of Jefferson County property to Project Dove, LLC.

Executive Summary

Jefferson County is strategically focused on attracting and facilitating business expansions in collaboration with community partners. This resolution outlines the pursuit of a significant multi-state site selection process, culminating in the selection of a county-owned property located in the City of Jefferson to be the new production facility of a global food processing company. This transformative project aligns with the City and County's comprehensive plans and economic development strategies. It is expected to bring substantial economic benefits to the community.

The County has extensively evaluated the development potential of this property since 1994, with recent considerations in 2018. After engaging with various stakeholders, including UW-Whitewater Fiscal and Economic Research Center (FERC), the concept of a Food and Beverage Innovation Campus has emerged.

Jefferson County's strategic objective to attract and support businesses finds a significant milestone in the collaborative pursuit of the Food and Beverage Innovation Campus. The proposed project is set to occupy approximately 100 acres of the approximately 345 acres owned by Jefferson County in the City of Jefferson depicted as Lot 3 in Exhibit A. Phased construction is anticipated, with the first phase commencing in the 1st quarter of 2024. This initial phase includes 200,000 square feet of office, production and warehouse space, generating 50 full-time positions. Phase two would include an additional 100,000+ square feet and 40 additional full-time positions. Between facilities and equipment, the total investment of this project is anticipated to reach a half billion dollars. It is anticipated that this food processing operation will be the anchor tenant of the Food and Beverage Innovation Campus.

This venture is backed not only by Jefferson County but also by the City of Jefferson, which has demonstrated an exceptional commitment to the project. Notably, the City anticipates allocating 90% of the tax increment generated by this project to support the infrastructure costs for the development through the creation of a Tax Increment Finance (TIF) District. Given the State of Wisconsin restriction that no more than 12% of a community's equalized value may be placed in a TIF, this investment underscores the City's unwavering dedication, as it limits potential growth in other areas of the City. As a result, the Food and Beverage Innovation Campus becomes a catalyst for broader growth and development, thanks to the collaborative commitment of both Jefferson County and the City of Jefferson.

The County Board has been regularly updated on this project throughout 2023, in closed sessions on August 8, September 12, and November 14, 2023.

The County Administrator received a Letter of Intent from Project Dove, LLC proposing to purchase the subject property (Exhibit A- Lot 3) for a purchase price of \$30,000 per acre subject to contingencies. This resolution authorizes the County Administrator to execute the Letter of Intent, negotiate and execute the Purchase and Sale Agreement, and complete all necessary documentation and contingencies to close the sale of the subject property. The Finance Committee considered the parameters of the agreement in closed session on December 6, 2023, and voted unanimously in open session to recommend forwarding this resolution to the County Board for approval.

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

WHEREAS, the County Board through its comprehensive plan and strategic plan supports Economic Vitality through the recruitment of businesses to Jefferson County by providing opportunities for investment and support of the local workforce, and

WHEREAS, the County Board determines it is in the best interest of the county to collaboratively work with partners to facilitate these efforts, and

WHEREAS, the subject property falls within the planning jurisdiction of the City of Jefferson which calls for this area to facilitate future business needs and the County has engaged in previous planning efforts for the subject property, and

WHEREAS, the County Comprehensive Plan, Agriculture and Farm Land Preservation Plan and Strategic Plan encourage the development of business and high density and intensive use within urban services areas, and

WHEREAS, the sale of County owned property identified by the following parcel numbers is a portion thereof for a total of approximately of 100 acres: 241-0614-1432-001, 241-0614-1541-000, 241-0614-1514-000, 241-0614-1542-000, 241-0614-1513-000.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Administrator is authorized to negotiate the sale of the above-referenced property consisting of approximately 100 acres of land, shown as Lot 3 on Exhibit A, to Project Dove, LLC and execute all necessary documentation and complete all contingencies related to and in furtherance of this sale including but not limited to executing the Letter of Intent and subsequent Purchase and Sale Agreement, finalizing a certified survey map for final approval by the City of Jefferson that identifies, lots, outlots and right of way dedication consistent with Exhibit A, and executing all closing documents.

BE IT FURTHER RESOLVED that the Jefferson County Clerk is authorized to execute all necessary documents as required for the closure of this transaction, including but not limited to the warranty deed conveying said property to Project Dove, LLC.

Fiscal Note: The potential sale proceeds of approximately \$3,000,000 less closing costs and any other ancillary expenses associated with the final sale contract shall be deposited into the Capital Projects Fund and tracked under a specific project code assigned by the Finance Department. The Finance Committee will consider a plan for the use of these funds at its March 6, 2024 meeting. The County Board of Supervisors will consider the recommendation of the Finance Committee at its March 13, 2024 meeting. Other than closing costs and any other ancillary costs related to the sale of the property, no proceeds from this sale shall be allocated or spent until the County Board of Supervisors approves a spending plan and adopts a resolution that amends the budget for that plan.

Referred By:
Finance Committee

12-12-2023

REVIEWED: Corporation Counsel: DHT ; Finance Director: 

Project Dove LLC
2000 Auburn Drive, Suite 200
Cleveland, OH 44122

December 5, 2023

Jefferson County
Attn: Ben Wehmeier, County Administrator
311 S. Center Ave, Rm 111
Jefferson, WI 53549

Submitted via email: BenjaminW@JeffersonCountyWI.gov

Letter of Intent – Approximately 100 acres in Jefferson County Food & Beverage Innovation Campus

This letter of intent (this “LOI”) outlines the basic terms under which Project Dove LLC, or its assignee (“Buyer”), proposes to purchase the real property described below (the “Property”) from Jefferson County, Wisconsin (“Seller”).

1. **Property:** The Property consists of approximately 100 acres of real property located to the north of Business State Highway 26, to the west of the Union Pacific Railroad Line, to the east of State Highway 26 and southwest of the Jefferson County Parks and Maintenance Shop on Industrial Ave. The Property is approximately depicted as Lot 3 on the Concept Plan for the Jefferson County Food & Beverage Innovation Campus (the “Innovation Campus”) attached hereto as **Exhibit A**. The final dimensions, boundary line and acreage of the Property will be determined by the parties during the Due Diligence Period (defined below).
2. **Purchase Price:** The Purchase Price for the Property shall be Thirty Thousand Dollars (\$30,000.00) per acre, as verified by the final ALTA survey of the Property.
3. **Earnest Money:** Within three (3) business days following the full execution of a binding Purchase and Sale Agreement, Buyer shall deposit One Hundred Fifty Thousand Dollars (\$150,000.00) (the “Earnest Money”) into escrow with a title insurance company selected by Buyer. The Earnest Money shall be refundable to the Buyer until the end of the Due Diligence Period.
4. **Due Diligence Period:** Buyer shall have up to ninety (90) days following the full execution of the Purchase and Sale Agreement (the “Due Diligence Period”) to conduct all physical, governmental and economic tests, inspections and studies deemed necessary by the Buyer in its sole and absolute discretion. If Buyer is not satisfied, in its sole and absolute discretion, with any matters relating to the Property, Buyer may, at its option, elect to terminate the Purchase and Sale Agreement by written notice to Seller on or prior to the expiration of the Due Diligence Period and receive a full refund of the Earnest Money. If the Purchase and Sale Agreement is not canceled on or before the expiration of the Due Diligence Period, the entire Earnest Money shall become non-refundable (other than due to a default by Seller) and applicable to the Purchase Price.
5. **Right of Entry:** Following the full execution of the Purchase and Sale Agreement, Buyer shall have full and complete access to the Property to conduct any inspections, interviews, studies or tests that Buyer or its representatives deem necessary or desirable, at Buyer's sole expense and in a manner not disruptive to the operations of the Property. Buyer agrees to restore any damage to the Property caused by Buyer or its representatives in the course of any investigation, inspection, study or test on the Property. If requested by Buyer, Seller will cooperate with Buyer

in good faith to grant Buyer access to the Property prior to the full execution of the Purchase and Sale Agreement.

6. **Buyer's Contingencies:** Buyer's obligation to close on the acquisition of the Property will be conditioned on the satisfaction of the following contingencies:
- a. **Financial Incentives.** Final and nonappealable award to Buyer of competitive financial incentives from the State of Wisconsin, Seller, City of Jefferson (the "City") and/or other governmental agencies in an amount and upon terms and conditions acceptable to Purchaser, in its sole discretion ("Incentive Approvals"), prior to the expiration of the Due Diligence Period.
 - b. **Zoning.** Prior to the expiration of the Due Diligence Period, Seller shall have caused the Property to be rezoned to a zoning classification acceptable to Buyer, in its sole discretion, to permit Buyer's intended use and development of the Property. Seller will notify Buyer of any public or private meetings related to the zoning approvals and will give Buyer or its designee the opportunity to attend and, if permitted, participate in any such meetings. Buyer will have the right to review and approve any documentation relating to the Property or Buyer's proposed project (the "Purchaser's Project") prior to Seller's submittal of the same to the City or any other governmental agencies.
 - c. **Platting.** Prior to the expiration of the Due Diligence Period, Seller shall have obtained final and nonappealable approvals to plat the Innovation Campus and to subdivide the Property into a single legal lot. Such plat shall be executed and recorded prior to Closing.
 - d. **TIF.** On or before the expiration of the Due Diligence Period, the City shall have granted all necessary approvals for a tax-increment financing (TIF) district to support mutually agreeable public improvements and innovation campus enhancements (including, without limitation, construction of the new roadways shown on the concept plan, installation of utility lines serving the Innovation Campus and mass grading for the Innovation Campus), in form and substance reasonably acceptable to Buyer. Seller shall reasonably cooperate with Buyer and the City in connection with the formation of the TIF district.
 - e. **Innovation Campus Infrastructure.** Prior to the expiration of the Due Diligence Period, Buyer shall have obtained a commitment from the City to construct all roadways, utility facilities and common areas within the Innovation Campus and to relocate an existing electric transmission line running through the Property. Prior to the expiration of the Due Diligence Period, Seller, the City and Buyer shall have agreed on a plan and timeline for the installation of such infrastructure and Buyer shall have confirmed the source of funds to complete such infrastructure to its reasonable satisfaction.
 - f. **Planning Approvals.** Prior to the expiration of the Due Diligence Period, Buyer must have obtained the valid and irrevocable grant, on terms and conditions satisfactory to Buyer, of all entitlements, permits, licenses, variances, and approvals from the City, Seller, State of Wisconsin and other applicable governmental bodies that are necessary to permit Buyer to develop the Property as contemplated (including, without limitation, annexation, conceptual design, site development plan, building, signs, curb cuts, driveways, ingress and egress to public thoroughfares, landscaping, utility service, storm water detention, and environmental controls, as applicable).
 - g. **Fill Materials.** Prior to the expiration of the Due Diligence Period, Seller and or the City shall have agreed to (i) a construction contract strategy for earthworks to coordinate excavation and backfill of the future public right-of-way onto the Property, and (ii) if available and as needed, provide suitable structural fill materials (soil) to the Property free of charge to level the site.

- h. **Potter's Field.** No portion of the potter's field located within the Innovation Campus shall be located within the Property.
7. **Closing:** Subject to the satisfaction of Buyer's contingencies, the closing of the transaction contemplated by this LOI would occur no later than thirty (30) days following the expiration of the Due Diligence Period. Buyer and Seller acknowledge that Buyer desires to close on or before March 15, 2024.
8. **Closing Costs:** Buyer and Seller would share equally all closing costs incurred in connection with this transaction according to market custom and mutually acceptable to both parties, except that each party shall be responsible for its own legal and consulting fees. Seller shall be responsible for the cost and expense of an Owner's Policy of Title Insurance and for the cost associated with any transfer/excise/conveyance tax levied by State or Local government, when/if applicable. Seller shall be responsible for all use-value conversion charges imposed due to the change in use from agricultural land. Buyer shall be responsible for the costs of recording the deed of conveyance and for any endorsements requested by Buyer in connection with the Owner's Policy of Title Insurance.
9. **Purchase Agreement:** Buyer will use reasonable efforts to produce a draft Purchase and Sale Agreement within ten (10) business days after execution of this LOI.
10. **Exclusivity.** Until the date which is ninety (90) days after the date of acceptance and execution of this LOI (which date may be extended by mutual agreement of the parties) (the "Exclusivity Period"), Seller shall not (i) discuss or negotiate with, or (ii) entertain or consider inquiries, offers or proposals from, or (iii) enter into any contracts, agreements or understandings relating to the sale, lease or other transfer of the Property with anyone other than Buyer. If Buyer and Seller fail to enter into the Purchase and Sale Agreement during the Exclusivity Period, this LOI shall automatically terminate.
11. **Confidentiality.** Subject to the Wisconsin Public Records Law and except as necessary in connection with proceedings to consider and approve this LOI or otherwise to comply with Seller's obligations hereunder, Seller agrees that negotiations of the Purchase and Sale Agreement will remain confidential between the parties. The parties shall consult with each other before issuing any press release or otherwise making any public statements (other than publication necessary for the purpose of obtaining governmental approvals) with respect to this LOI or the Purchase and Sale Agreement and shall not issue any such press release or make any such public statement without the prior written consent of the other party.

Other than with respect to paragraphs 10 and 11 above (the "Binding Provisions"), this LOI is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein (other than the Binding Provisions) unless and until a definitive Purchase and Sale Agreement has been fully executed and delivered by the parties. The parties agree that this LOI is not intended to create any agreement or obligation by either party to negotiate a definitive Purchase and Sale Agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may propose different terms from those summarized herein or unilaterally terminate all negotiations with the other party hereto.

[Signature Page Follows]

We look forward to working with you on this transaction.

Sincerely,

BUYER: Project Dove LLC

Signature: Michelle Comerford

Name: Michelle Comerford

Title: Authorized Signatory

Date: December 5, 2023

Agreed and accepted:

SELLER: Jefferson County, Wisconsin

Signature: _____

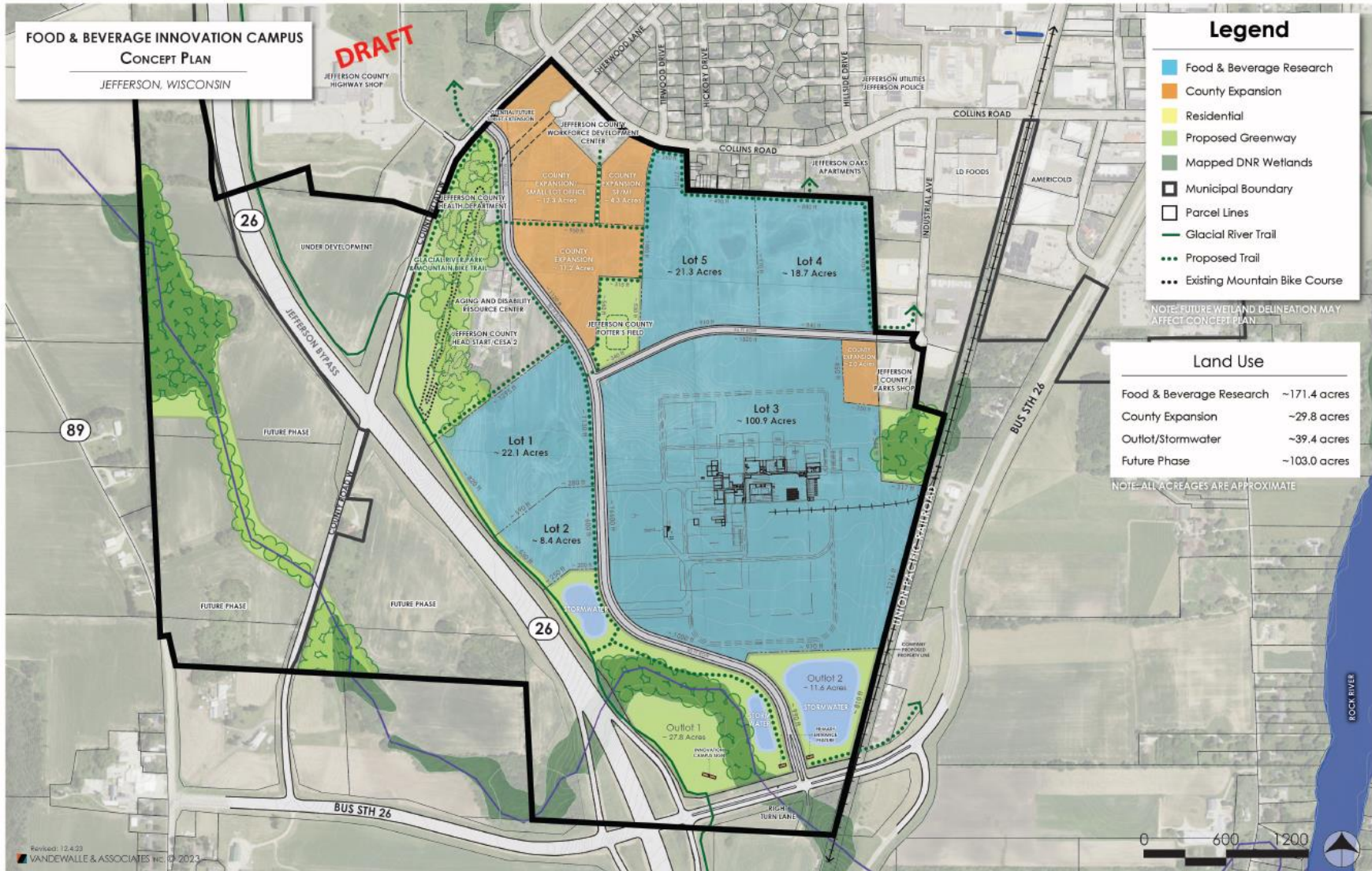
Name: _____

Title: _____

Date: _____

Exhibit A

Depiction of Property (Note: Final site boundaries to be determined during Due Diligence Period.)



RESOLUTION NO. 2023-____

Amending the Marsh Country Intergovernmental Cooperation Agreement for Jefferson County Human Services

Executive Summary

Jefferson County Human Services is part of an Intergovernmental Cooperation Agreement with twelve other counties which created the Marsh Country Health Alliance (MCHA). The member counties are allowed use of the Clearview Behavioral Health Facility located in and operated by Dodge County. Per the terms of the existing intergovernmental agreement, the member counties meet annually to establish the budget and annual rate assessment for each member county. The most recent assessment for Jefferson County was only \$594 as over 85% of the utilization is from Dodge and Waukesha counties compared to Jefferson's 0.40%. Past assessments for Jefferson County were: 2020 \$1643 , 2021 \$1246 , and 2022 \$1246.

The Marsh Country Health Alliance wishes to streamline the budget and rate setting process to allow member counties to remotely object to any parts of the budget or annual rate setting assessment. Per the terms of the amendment, members will not be required to attend the annual meeting for the budget or rate setting proposal to become effective. If no objections are received by the time of the annual meeting, the budget and assessment rate shall be set as recommended by Dodge County at the annual meeting.

This resolution authorizes Jefferson County Human Services to execute the attached Amendment One to Amended & Restated Intergovernmental Cooperation Agreement Creating Marsh Country Health Alliance. The Human Services Board considered this resolution at its meeting on December 12, 2023, and recommended forwarding to the County Board for approval.

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

WHEREAS, Jefferson County Human Services would like to remain a member of the Marsh Country Health Alliance, and

WHEREAS, Jefferson County Human Services staff and Jefferson County Human Services Board members receive and review the annual communication, budget, and rate assessment recommendations from Dodge County for the Marsh Country Health Alliance, and

WHEREAS, Jefferson County Human Services agrees with the proposed revisions to the Marsh Country Intergovernmental Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors that Jefferson County Human Services is authorized to execute Amendment One to Amended and Restated Intergovernmental Cooperation Agreement for the Marsh Country Health Alliance, effective October 1, 2023, and

BE IT FURTHER RESOLVED, that a Supervisor Russell Kutz, Jefferson County's member representative on the Marsh Country Health Alliance Commission, is authorized to sign this amendment on behalf of Jefferson County.

Fiscal Note: The proposed assessment for Jefferson County Human Services for 2024 has already been incorporated into the 2024 budget.

Referred By:
Human Services Board

12-12-2023

REVIEWED: Corporation Counsel: DHT ; Finance Director:



**Amendment One to
Amended and Restated Intergovernmental Cooperation
Agreement Creating
MARSH COUNTRY HEALTH ALLIANCE**

This Amendment One to the Amended and Restated Intergovernmental Cooperation Agreement (“Amendment”) is entered into under authority of Wis. Stat. § 66.0301 and the Amended and Restated Intergovernmental Cooperation Agreement (“IGA”) entered into by, among and between the Counties of Dodge, Adams, Columbia, Grant, Green, Iowa, Jefferson, Ozaukee, Rock, Sauk, Waukesha, Washington, and Winnebago, each a duly organized and existing county of the State of Wisconsin relating to the formation of the Marsh Country Health Alliance (“MCHA”). This Amendment shall be effective as of the 1st day of October, 2023.

RECITALS

WHEREAS, the Members of MCHA, as that term is used in the IGA, have determined it to be in the best interests of MCHA to allow for a streamlined process for establishing quorum, adopting a budget, setting the Assessment Rate, electing officers and amending the IGA;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. All of the terms, conditions and provisions of the IGA, as amended, shall remain unaltered unless specifically amended herein. As used in this Amendment, underlined and italicized text shall denote new text and stricken text shall denote eliminated text as compared to the original text of the IGA.

2. Section 4.02(A) of the IGA is hereby amended to read as follows:

A. Establish the Commission’s annual budget. The Commission’s annual budget shall include, without limitation, the following information: (1) anticipated revenues and expenses for the Commission separated by category of revenue and expense; and (2) information related to the allocation of indirect costs to the Commission as compared to the Clearview facility as a whole. Clearview staff shall provide the Members with any additional information necessary to verify the allocation method related to overhead and administrative costs provided, however, that such allocation shall, to the extent practicable, conform to MA guidelines and GAAP standards. By October 1 of each year, Clearview staff shall transmit (by letter or electronic mail) to the Member Representatives a recommended budget for the next fiscal year, together with such other and further information necessary for the Member Board to consider the budget. Any Member has a right to object in writing to the budget

provided such objection is transmitted by letter or electronically to Clearview staff within 15 days of the Member Representative's receipt of the proposed budget. If no objection is received within 15 days, the budget shall be set as recommended by Clearview staff. If an objection is received, the Commission shall set a meeting to consider and adopt a budget.

3. Section 4.04(A) of the IGA is hereby amended to read as follows:

A. Annual Meeting. In each calendar year, an annual meeting of the Member Board shall be held during the month of ~~August~~October. The Chair or his/her designee shall give at least 30 days written or electronic notice of an annual meeting to each Member at the address or electronic address of the Members shown in the records of the Commission. It shall be the responsibility of each Member to inform the Commission of its designated representative to act on behalf of a Member at such meeting. It is the responsibility of each Member to ensure that notices and materials also be provided to corporation counsel, the county clerk or any other person associated with a Member if the Member so desires.

4. Section 4.04(B) of the IGA is hereby amended to read as follows:

B. Agenda. The agenda for each Annual Meeting shall include, but not be limited to the following: ~~set the budget for the following year~~assess dues, set the Assessment Rate for the following year (if an objection to the recommended Assessment Rate is timely received),~~assess dues~~ and receive other reports or information that are in the interests of the Commission.

5. Section 4.04(C) of the IGA is deleted in its entirety and the remaining sections are re-lettered accordingly.

6. Section 4.04(F) of the IGA is hereby amended to read as follows:

E. Quorum and Voting. ~~A majority of Members~~ Dodge County plus at least two (2) other Members shall constitute a quorum necessary to conduct business at the Annual Meeting or any Special Meeting on behalf of the Member Board. Each Member shall have one (1) vote, which shall be cast by the Member Representative, on all business brought before the Member Board. Member Representatives may attend any Member Board meeting by remote communication provided that such remote attendance complies with Wisconsin's Open Meetings Law and such remote communication is conducted consistent with any process established for any specific remote communication method in this IGA, if any. Any Member Representative may call for a weighted vote on any matter of business brought before the Member Board, in which case the Member Representative of each Member shall be entitled to a number of votes equal to the then-current

five-year utilization for the Member as reflected in the then-current annual Assessment Rate Calculation prepared by Clearview staff for purposes of determining the Assessment Rate. Proxy voting shall not be allowed.

7. Section 4.05 of the IGA is hereby amended to read as follows:

4.05 Assessment Rate. By August 1 of each year, Dodge County shall transmit (by letter or electronic mail) to the Member Representatives a recommended Assessment Rate, which will provide the mechanism for funding the Commission's operations for the next fiscal year, together with such other and further information necessary for the Member Board to consider the budget and Assessment Rate. At the meeting of the Member Board in June of each year pursuant to Sec. 4.04(C), the Member Board shall take action on the Assessment Rate that will provide the mechanism for funding the Commission's operations in the next fiscal year. Any Member has a right to object in writing to the budget and Assessment Rate provided such objection is transmitted by letter or electronically to Dodge County at least 30 days prior to the annual meeting of the Member Board. If no objection is received within the deadlines established herein, the budget and Assessment Rate shall be set as recommended by Dodge County. If an objection is received, thereafter, at the same meeting, the Member Board shall establish the budget and Assessment Rate at the annual meeting, which will provide the mechanism for funding the Commission's operations in the next fiscal year. The Assessment Rate shall consist of two (2) components provided, however, that the Member Board may establish the Assessment Rate higher or lower than the Dodge County recommendation the below formula in the Member Board's discretion:

A. For all Members other than Dodge County, the Assessment Rate shall be a uniform rate that is prorated to the Members ~~based upon the following formula:~~ and shall take into consideration the lease payments, operation costs, capital costs, expenses established through Commission policy and any other expenses anticipated to be incurred in the next fiscal year. Information and figures contained within the Medicaid Cost Report applicable to Clearview shall be utilized, to the extent possible, in establishing the expenses. The Commission may adopt a policy or policies clarifying the process for billing, payment and calculation of the Assessment Rate.

~~i. The figure entered in Line 21 (NET INCOME OR LOSS) of Section B (SUMMARY OF NET INCOME OR LOSS) of SCHEDULE 11 (SUMMARY OF REVENUES AND EXPENSES) of the Clearview facility's most recent WISCONSIN MEDICAID PROGRAM NURSING HOME COST REPORT for the Clearview facility (a copy of which shall be provided to the Members prior to the Assessment Rate meeting as set forth in Sec 4.04(C)) ("Cost Report");~~

- ~~ii. LESS the attribution of overhead and administrative costs to portions of the Clearview facility unrelated to Marsh Country Health Alliance's operations according to the methodology consistent with the Cost Report and Generally Accepted Accounting Principles standards, which is herein defined as the "LOSS";~~
- ~~iii. LOSS is then adjusted to reflect any additional MA reimbursements. This calculation is defined as "TOTAL LOSS";~~
- ~~iv. TOTAL LOSS is shared proportionally among the Members according to the average annual patient days utilized by a Member in the five (5) year period immediately preceding the year in which the Assessment Rate is determined. A Member's portion will be reflected as a percentage of utilization [(dividing a Member's average patient days for the five (5) years preceding by total facility patient days) ("PERCENTAGE SHARE")];~~
- ~~v. A Member's Assessment Rate is the product of TOTAL LOSS multiplied by the Member's PERCENTAGE SHARE.~~

B. For Dodge County, the Assessment Rate shall consist of the sum of the difference between the sum total of the Assessment Rate proceeds for all Members and the actual costs of the Commission's operations, as determined in the Cost Report after taking into account all revenue of the Commission, both received and anticipated. No Member other than Dodge County is responsible for any shortfall associated with the calculation of the Assessment Rate as a result of an audit or re-calculation. Every Member, other than Dodge County, shall be responsible only for that Member's Assessment Rate calculated as provided herein.

8. Section 4.08(A) is hereby amended to read as follows:

A. Selection and Term of Office. The Chair shall be the Member Representative from Dodge County. The Member Board shall elect a Vice Chair and a Secretary from its membership. All officers shall serve one-year terms. Officers may be removed by a majority vote of the Member Representatives provided, however, that the Chair may be removed only by Dodge County in a manner consistent with Dodge County's appointment and removal process associated with boards and/or commissions. Officers shall serve until a successor is duly elected and qualifies.

9. Article 8 of the IGA is hereby amended to read as follows:

This Amended and Restated Agreement may be amended at any time by ~~unanimous consent~~ *majority vote* of ~~the~~ *all* Members. Amendments shall be in writing and shall become effective ~~only after execution by duly authorized Member Representatives~~ *as provided in any such amendment*.

10. The budget for MCHA for 2024 as presented by Dodge County prior to the Annual Meeting scheduled for August 28, 2023, is hereby adopted. The Assessment Rate for MCHA for 2024 is hereby set as recommended by Dodge County as set forth on the attached Exhibit A.

11. Execution of this Amendment certifies compliance with Article 8 of the IGA.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the 1st day of October, 2023.

On behalf of ADAMS COUNTY:

By: _____

On behalf of COLUMBIA COUNTY:

By: _____

On behalf of GRANT COUNTY:

By: _____

On behalf of DODGE COUNTY:

By: _____

On behalf of GREEN COUNTY:

By: _____

On behalf of IOWA COUNTY:

By: _____

On behalf of JEFFERSON COUNTY:

By: _____

On behalf of OZAUKEE COUNTY:

By: _____

On behalf of SAUK COUNTY:

By: _____

On behalf of WAUKESHA COUNTY:

By: _____

On behalf of ROCK COUNTY:

By: _____

On behalf of WASHINGTON COUNTY:

By: _____

On behalf of WINNEBAGO COUNTY:

By: _____

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 November 16, 2023 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

R4498A-23, R4499A-23, R4500A-23, R4501A-23, R4502A-23, R4503A-23, R4504A-23 and R4505A-23

DATED THIS TWENTY-SEVENTH DAY OF NOVEMBER, 2023

Blane Poulson, Secretary

THE PRIOR MONTH'S AMENDMENTS, R4495A-23 AND R4496A-23 ARE EFFECTIVE UPON PASSAGE BY COUNTY BOARD, SUBJECT TO WIS.

STATS. 59.69(5)

ORDINANCE NO. 2023-_____

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 R4498A-23, R4499A-23, R4500A-23, R4501A-23, R4502A-23, R4503A-23, R4504-23 and R4505A-23 were referred to the Jefferson County Planning and Zoning Committee for public hearing on November 16, 2023, and

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

NOW, THEREFORE, BE IT ORDAINED that the Jefferson County Board of Supervisors does amend the official zoning map of Jefferson County as follows:

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

Rezone all of PINs 032-0815-2911-006 (8.59 ac) and 032-0815-2911-007 (3.83 ac) at **N8023 Ebenezer Rd**, Town of Watertown. This is in accordance with Sec. 11.04(f)7 of the Jefferson County Zoning Ordinance. Rezoning is conditioned upon road access approval and approval and recording of a final certified survey map for the property. R4498A-23– Jon Gehler/Ebenezer Moravian Church

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

Create a 5-ac lot around the home and buildings at **N956 Bingham Rd**, Town of Sumner, from PIN 028-0513-1933-000 (43.694 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. R4499A-23 – Kurt Wileman /Dane County Growers Property

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

Create a 1.7437-ac lot at **N6132 Switzke Rd** in the Town of Farmington from part of PINs 008-0715-1633-000 (36.1 ac) and all of PIN 008-0715-1633-001 (0.82 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. R4500A-23 – Kevin Emrath

Create two 4-ac lots from PIN 026-0616-0134-000 (35.086 ac) **near N4579 Indian Point Rd** in the Town of Sullivan. 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 an affidavit acknowledging that fact. It is further conditioned upon receipt by Zoning of a suitable soil test, that there be no development on slopes exceeding 20%,

and approval and recording of a final certified survey map, including extraterritorial plat review, if necessary. R4501A-23 – William & Laura Flood

Rezone all of PIN 026-0616-2643-002 (0.602 ac) and part of PIN 026-0616-2643-000 (38.898 ac) owned by the Novak Trusts to create a 1-ac lot at **W660 Rome Oak Hill Rd** in the Town of Sullivan. 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. R4502A-23 – Daniel & Gwynn Novak

Rezone all of PIN 026-0616-2643-001 (0.5 ac) and part of PIN 026-0616-2643-000 (38.898 ac) to create a 1-ac lot at **W604 Rome Oak Hill Rd** in the Town of Sullivan. 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. R4503A-23 – Robert & Dorothy Novak

Create a 1.1-ac building site from part of PIN 012-0816-0323-001 (39.22 ac) on **County Rd CW** in the Town of Ixonia. 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 lot; therefore, rezoning is conditioned upon recording 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. R4504A-23 – Jonathan Boche

FROM A-1 TO N, NATURAL RESOURCES

Rezone 3.9 ac of PIN 012-0816-0323-001 (39.22 ac) to create a Natural Resource zone on **County Rd CW**, Town of Ixonia. This is in accordance with Sec. 11.04(f)12 of the Jefferson County Zoning Ordinance. Rezoning is conditioned upon road access approval, and approval and recording of a final certified survey map for the zone. R4505A-23 – Jonathan Boche

Rezoning on the above petitions shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date.

Referred By:
Planning and Zoning Committee

12-12-2023

REVIEWED: Corporation Counsel: DHT ; Finance Director:



APPOINTMENTS BY COUNTY ADMINISTRATOR

By virtue of the authority vested in me under Section 323.14(1)(a) of the Wisconsin Statutes, I respectfully request confirmation of the following appointment:

- a. Tracy Neuhauser as Interim Director of Emergency Management.

AYES _____ NOES _____ ABSTAIN _____ ABSENT _____