

AGENDA

JEFFERSON COUNTY BOARD MEETING

MONDAY

August 12, 2024

7:00 p.m.

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

[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 JULY 9, 2024 MEETING MINUTES**
 7. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report – July Revised (Page 1)
 - b. Treasurer's Month Report (addendum)
 - c. Zoning Committee – Notice of Public Hearing, August 15, 2024 (Page 2)
 8. **PUBLIC COMMENT (agenda items)**
 9. **SPECIAL ORDER OF BUSINESS**
 - a. Resolution – Recognizing Sheriff Paul Milbrath (addendum)
 10. **ANNUAL REPORTS**
 - a. Literacy Council – Pamela Waters
 - b. Library Services – Karol Kennedy and Minetta Lippert
 - c. County Clerk – Audrey McGraw
 - d. Finance – Marc DeVries
 - e. Health – Elizabeth McGeary
- COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
11. **EXECUTIVE COMMITTEE**
 - a. Resolution – Requesting that the Wisconsin State Budget Include General Purpose Revenue Funding to Cover the Full Non-Federal Share of Medical Assistance Community Support Program and Crisis Services (Page 4)
 - b. Resolution – Authorizing the execution of Memorandum of Understanding with the Jefferson County Farm Drainage Board & State/Municipal Financial Agreement with WisDOT for STH 16 drainage project (Page 7)

- c. Resolution – Encouraging Governor Evers and the Wisconsin Legislature to Support Funding the Wisconsin Purchase of Agricultural Conservation Easement Program (Page 14)
 - d. Resolution – Supporting Rock River Community Clinic Access Point Application to become a federally qualified health clinic (addendum)
12. **FINANCE COMMITTEE**
- a. Ordinance – Amendment to Rules for Reimbursement of Expenses (Page 16)
 - b. Resolution – Final Resolution Regarding Unconditional County Guaranty of its Pro Rata Share, Intergovernmental Agreement and Taxable Revenue Bond Financing for Bug Tussel 2, LLC Project (Page 18)
 - c. Resolution – Accepting funding from the Wisconsin Tobacco Prevention and Control Program WI Wins and amending the 2024 Health Department budget (Page 31)
13. **HIGHWAY COMMITTEE**
- a. Ordinance – Amendment to Jefferson County - All-Terrain Vehicle (ATV) and Utility-Terrain Vehicle (UTV) Route Ordinance (Page 33)
14. **HUMAN RESOURCES COMMITTEE**
- a. Resolution – Funding the Nurse Prescriber Position Full-Time and Authorizing Flexible Hiring Options in the Human Services Department (Page 37)
15. **PARKS COMMITTEE**
- a. Resolution- Authorizing the execution of Memorandum of Understanding with Town of Lake Mills regarding the North end boat launch in Lower Rock Lake County Park (Page 39)
16. **PLANNING AND ZONING COMMITTEE**
- a. Report – Approval of Petitions (Page 44)
 - b. Ordinance – Amending Official Zoning Map (Page 45)
17. **APPOINTMENT BY COUNTY ADMINISTRATOR** (Page 46)
- a. Christopher Reutten, Surveyor, to the Land Information Council for an indeterminate term
 - b. Tracy Hameau - Emergency Management Director for an indeterminate term
18. **PUBLIC COMMENT** (General)
19. **ANNOUNCEMENTS**
20. **ADJOURN**

NEXT COUNTY BOARD MEETING
TUESDAY
SEPTEMBER 10, 2024 – 7:00 P.M.

**GENERAL FINANCIAL CONDITION
JEFFERSON COUNTY WISCONSIN
July 1, 2024**

Available Cash on Hand		
June 1, 2024	\$	3,676,152.89
June Receipts	\$	<u>5,348,158.27</u>
Total Cash	\$	9,024,311.16
Disbursements		
General - June 2024	\$	6,295,275.75
Payroll - June 2024	\$	<u>2,022,166.17</u>
Total Disbursements	\$	<u>8,317,441.92</u>
	\$	706,869.24
Cash on Hand (in bank) July 1, 2024	\$	1,027,413.15
Less Outstanding Checks	\$	<u>320,543.91</u>
Total Available Cash	\$	706,869.24
Local Government Investment Pool - General	\$	36,613,411.45
Dana Investments	\$	30,834,230.42
Ehlers Investments	\$	-
Local Government Investment Pool -Clerk of Courts	\$	32,097.79
Local Government Investment Pool -Farmland Preservation	\$	197,662.19
Local Government Investment Pool -Parks/Liddle	\$	95,025.65
Local Government Investment Pool -County Bond	\$	<u>589,645.56</u>
	\$	68,362,073.06
2024 Interest - Super N.O.W. Account	\$	29.61
2024 Interest- Sweep Account	\$	188,352.91
2024 Interest - L.G.I.P. - General Funds	\$	731,166.68
2024 Inerest - Ehlers 2022A	\$	55,976.69
2024 Interest - DANA Investments	\$	650,728.87
2024 Interest - L.G.I.P. - Parks /Carol Liddle Fund	\$	2,508.20
2024 Interest - L.G.I.P. - Farmland Preservation	\$	5,217.28
2024 Interest - L.G.I.P. - Clerk of Courts	\$	847.23
2024 Interest - L.G.I.P. - County Bond	\$	<u>15,563.67</u>
Total 2024 Interest	\$	1,650,391.14

Kelly M Stade
JEFFERSON COUNTY TREASURER

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 Amendments to the Jefferson County Zoning Ordinance and Requests for Conditional Use Permits
DATE: Thursday, August 15, 2024
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: August 15, 2024, 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. 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, August 15, 2024, 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 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 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays. If you have questions regarding these matters, please contact Zoning at 920-674-7131.

Decisions for Conditional Use Permits will be made on **August 26, 2024**
Recommendations by the Committee for Rezones will be made on **August 26, 2024**
Final decision will be made by the County Board on **September 10, 2024**

FROM A-1 EXCLUSIVE AGRICULTURAL TO A-3, AGRICULTURAL/RURAL RESIDENTIAL
All are in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance

R4550A-24 – Ivan & Elizabeth Yoder: Rezone to create a 2.0-acre lot at **W6184 Star School Road** in the Town of Koshkonong, PIN 016-0514-2114-000.

R4551A-24 – Tim & Karen Maloney: Rezone 1.5 acres and combine with Lot 3 CSM 5568 to create a 2.5-acre lot at **N1198 Fremont Road** in the Town of Cold Spring, PIN 004-0515-2123-000.

R4554A-24 – Eggert Acres LLC: Rezone to create a 4.5-acre lot along **Island Road**, near Setz Ln. in the Town of Waterloo, from PIN 030-0813-1141-001.

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

All are in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance

R4552A-24 – Scott & Joyce Schiefelbein: Rezone from A-1 to A-3 from PINs 006-0716-2212-000 & 006-0716-2213-000 and rezone PIN 006-0716-2221-005 from A-T to A-3 to create a 2.2-acre lot along **Grey Fox Trail** in the Town of Concord.

**FROM A-1, EXCLUSIVE AGRICULTURAL TO A-2, AGRICULTURAL & RURAL BUSINESS
WITH CONDITIONAL USE**

All are in accordance with Sec. 11.04(f)7 of the Jefferson County Zoning Ordinance

R4553A-24 – William Guernsey: Rezone approximately 41.648 acres from A-1 to A-2 at **W9453 Rucks Road** in the Town of Oakland, PIN 022-0613-1912-000.

CU2132-24 – William Guernsey: Conditional use to allow for a campground at **W9453 Rucks Road** in the Town of Oakland, PIN 022-0613-1912-000.

6. 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. 2024-___

Requesting that the Wisconsin State Budget Include General Purpose Revenue Funding to Cover the Full Non-Federal Share of Medical Assistance Community Support Program and Crisis Services

Executive Summary

State law designates counties with the primary responsibility for the well-being, treatment, and care of persons with mental illness. For county-based mental health services, the county finances the cost of the services up front and receives a reimbursement payment for eligible expenses from the medical assistance (MA) program equal to the federal share for that service (approximately 60%). This means that the county is responsible for the 40% nonfederal share, as well as any cost that exceeds the reimbursement payment. In addition, for persons who are not MA eligible, counties pay the full cost of mental health services.

The Community Support Program (CSP) offers intensive community-based care for adults whose mental illness and functional limitations might otherwise require them to need institutionalized care. In 2021, it cost Jefferson County \$1,278,745 to run the CSP, and following all reimbursement payments Jefferson County still saw a deficit of \$262,931. In 2022, it cost Jefferson County \$1,404,295 to run the CSP, and following all reimbursement payments Jefferson County still saw a deficit of \$321,476. In 2023, it cost Jefferson County \$1,784,182 to run the CSP, and though reimbursement numbers have not been finalized, another large deficit is expected.

The state also requires that the county provide an emergency mental health services program to serve persons in crisis situations. Since 2020, the state has paid a portion of the nonfederal share of this program's cost. In 2021, it cost Jefferson County \$423,295 to run crisis services, and following all reimbursement payments Jefferson County still saw a deficit of \$121,049. In 2022, it cost Jefferson County \$323,473 to run crisis services, and following all reimbursement payments Jefferson County still saw a deficit of \$105,594. In 2023, it cost Jefferson County \$261,234 to run crisis services, and though reimbursement numbers have not been finalized, another large deficit is expected.

There is precedent for the state to provide additional reimbursement for programs like these. In 2013, the state fully funded Comprehensive Community Services (CCS) which led to expansion of community-based services. 2013 Wisconsin Act 20 included a provision that required the Department of Health Services to reimburse CCS providers for both the federal and non-federal costs of these services if the services were provided on a regional basis.

The Wisconsin Counties Association has asked for assistance in calling for additional state investment in county community support programs and crisis services. The Executive Committee considered this resolution at their meeting on July 31, 2024, and recommended forwarding it on to the County Board for approval.

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

WHEREAS, Jefferson County is concerned that the public mental health system in Wisconsin is in need of additional resources to respond appropriately to the needs of individuals with persistent mental illness and those experiencing a mental health crisis, and

WHEREAS, state law designates counties with the responsibility for the well-being, treatment, and care of individuals with mental illness, and serving those without private insurance coverage, and

WHEREAS, the Medical Assistance program (MA) covers an array of mental health services, ranging from office-based therapy to inpatient hospitalization, and many of these services are delivered by counties, and

WHEREAS, the Medical Assistance program (MA) covers an array of mental health services, ranging from office-based therapy to inpatient hospitalization, and many of these services are delivered by counties, and

WHEREAS, Community Support Programs (CSP) offer intensive community-based care for adults whose mental illness and functional limitations might otherwise require them to need institutionalized care. Counties use CSP services to keep people out of extended hospitalizations and support people in the community following emergency detentions, and

WHEREAS, counties are required to provide Crisis intervention services including an emergency mental health services program to serve persons in crisis situations; at a minimum, 24-hour crisis telephone service and 24-hour in-person response on an on-call basis, and

WHEREAS, while the state pays the full cost of most MA services, when it comes to county-based CSP and Crisis mental health services, the county finances the cost of the services up front, and receives MA reimbursement for only the federal share for that service, and

WHEREAS, Community Aids funding has not kept pace over the years with increased county costs for services, resulting in counties bearing a disproportionate share of CSP and Crisis service costs from county tax levy, and

WHEREAS, counties are limited in their capacity to use tax levy revenue due to state levy limits, so the lack of Community Aids increases combined with strict property tax controls makes it difficult for counties to maintain Crisis and CSP services, and

WHEREAS, in addition to the costs to county human service departments, counties and municipalities also incur law enforcement costs to transport and provide security for persons in a crisis, and

WHEREAS, the awareness of the 988 National Suicide & Crisis Lifeline has made mental health assessment and referral more readily available, resulting in more demand on the mental health crisis systems, and

WHEREAS, stagnant state funding results in variations in the extent of services available

across counties, wait lists for services, and eligible people receiving limited services, and

WHEREAS, the limited state funding for Crisis services makes it difficult for counties to implement new evidence-based services, such as mobile crisis workers that could meet law enforcement officers in the field for crisis calls, that would reduce the need for law enforcement involvement and provide a more trauma-informed response to crisis situations, and

WHEREAS, Wisconsin's counties continue to cover the costs of mental health services for individuals who are not Medicaid eligible.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors does hereby request that the state of Wisconsin, in its 2025-27 state biennial budget, provide state GPR funding to cover the full non-federal share of MA CSP and Crisis services, and

BE IT FURTHER RESOLVED, that the Jefferson County Clerk is hereby authorized and directed to send a copy of this Resolution to the Governor of the State of Wisconsin, Wisconsin state Legislators with a constituency within Jefferson County, and the Wisconsin Counties Association.

Fiscal Note: Passage of this resolution has no immediate fiscal impact.

Strategic Plan Reference: YES



Transformative Government: Create a sustainable financial future

Referred By:
Executive Committee

08-12-2024

RREVIEWED: Corporation Counsel: DHT ; Finance Director: 

RESOLUTION NO. 2024-_____

Authorizing the execution of Memorandum of Understanding with the Jefferson County Farm Drainage Board & State/Municipal Financial Agreement with WisDOT for STH 16 drainage project

Executive Summary

The Jefferson County Farm Drainage Board is a local special-purpose entity responsible for operating all drainage districts within Jefferson County. The Drainage Board is responsible for maintaining farm drains and levying assessments for the maintenance costs to landowners within the districts. There is a farm drain for District #36 located in the State Highway 16 right-of-way in the Town of Ixonia that needs to be replaced. WisDOT has a road improvement project planned in that area in 2025 and is willing to include replacement of the District #36 farm drain in the larger project.

WisDOT requires a county, city, village, or town to enter into a State/Municipal Financial Agreement for improvements completed as part of a State-bid highway project which will be the financial responsibility of a municipal entity rather than state/federal funding source. As such, the Drainage Board has requested the County sign the State/Municipal Financial Agreement on its behalf so the farm drain can be replaced in the most cost-effective manner. In return, the Drainage Board will enter into the attached MOU with the County which obligates the Drainage Board to reimburse the County for 100% of all costs incurred by the County for the project, including all payments made to WisDOT on behalf of the Drainage Board.

This resolution authorizes the County Administrator to execute the attached Memorandum of Understanding with the Jefferson County Farm Drainage Board and to execute a State/Financial Municipal Agreement with WisDOT for the STH 16 drainage project. This resolution was considered by the Executive Committee on July 31, 2024, and the Finance Committee on August 6, 2024. Both Committees recommended forwarding it to the County Board for approval.

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

WHEREAS, Jefferson County recognizes the benefits that certain County residents receive from a drainage district and the importance of the Drainage Board's maintenance of drains to ensure the continued successful operation of the drains and desires to assist the Drainage Board; and

WHEREAS, pursuant to the terms of the proposed MOU the Drainage Board will fully reimburse the County for all costs incurred by the County for this project within 120 days of receipt of proof of payment; and

WHEREAS, the Drainage Board will assess the District landowners by no later than December 31, 2024 for the costs of the project in order to reimburse the County.

NOW, THEREFORE, BE IT RESOLVED the County Board authorizes the County Administrator to finalize and execute a Memorandum of Understanding with the Jefferson County Drainage Board as set forth in Ex. A.

BE IT FURTHER RESOLVED the County Board authorizes the County Administrator to finalize and execute a State/Municipal Financial Agreement with WisDOT for the STH 16 farm drainage pipe consistent with the terms set forth in the above-referenced Memorandum of Understanding.

Fiscal Note:

Strategic Plan Reference: None

Referred By:
Executive Committee

08-12-2024

REVIEWED: Corporation Counsel: DHT ; Finance Director:

Memorandum of Understanding
STH 16 Farm Drainage Pipe Replacement

This Memorandum of Understanding (“MOU”) is entered into by and between Jefferson County, Wisconsin (hereafter “County”), a quasi-municipal corporation, and Jefferson County Farm Drainage Board (hereafter “Board”), a special purpose entity organized under Chapter 88 of the Wisconsin Statutes responsible for managing Drainage Districts in Jefferson County, particularly in this case Drainage District #36 (hereafter “District”), collectively, “Parties”, regarding the replacement in kind of a farm drainage pipe on State Highway 16 in the Town of Ixonia.

RECITALS

WHEREAS, the Board is the local government entity responsible for operating all drainage districts within Jefferson County, including District #36, and the Board’s duties include maintenance and repairs of district drains, levying assessments for cost to landowners within the districts, and conducting all affairs regarding the operation of the districts in accordance with Chapter 88 of the Wisconsin Statutes; and,

WHEREAS, the Wisconsin Department of Transportation (“WisDOT”) intends to engage in roadway improvement project on STH 16 from E. Main Street to Rock River Road in 2025; and

WHEREAS, within the WisDOT project area, there is an 18-inch corrugated metal pipe which crosses STH 16 and serves as a farm drain for District #36 that needs to be replaced, and the WisDOT is willing to include that improvement as part of the larger highway project; and

WHEREAS, pursuant to Wis. Stat. §86.25, the WisDOT requires a county, city, village, or town to enter into State/Municipal Financial Agreements for improvements completed as part of a State-bid highway project which will be the financial responsibility of a municipal entity rather than a state/federal funding source; and

WHEREAS, the Board requests the County enter into a State/Municipal Financial Agreement with DOT on its behalf so that the farm drainage pipe can be replaced as part of the highway project which is the most cost-effective option for the Board; and

WHEREAS, the County recognizes the benefits that certain County residents receive from a drainage district and the importance of the Board’s maintenance of drains to ensure the continued successful operation of the districts and desires to assist the Board in this endeavor; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the County and the Board agree as follows:

1. Authority.

1.1. Statutory Authority. The Parties have authority to enter into this MOU pursuant to Wisconsin Statutes § 66.0301(2).

1.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party's governing body or code, to enter into this MOU and to bind the Party validly and legally to all terms herein.

1.3. Incorporation of Recitals. The recitals above are true and correct and incorporated herein in their entirety.

2. County's Responsibilities.

2.1. The County shall enter into a State/Municipal Financial Agreement with the Wisconsin Department of Transportation for the replacement in kind of the 18-inch corrugated metal pipe and apron endwalls on STH 16, located in the Town of Ixonia, on behalf of the Board.

2.2. Pursuant to the State/Municipal Financial Agreement, the County shall be financially responsible to WisDOT for the costs associated with installing the corrugated metal pipe and endwall replacements, subject to 100% reimbursement by the Board.

2.3. The County shall provide the Board with a copy of all invoices received from DOT for this project and proof of any payments made by the County.

3. Board and District's Responsibilities.

3.1. Pursuant to Chapter 88 of the Wisconsin Statutes, the Board shall levy an assessment on landowners within the drainage district for the costs of this project as soon as practicable, but by no later than December 31, 2024. The Board shall not impose any assessments on the County for costs related to this project. The Board shall be solely responsible for defending any challenges to the assessment by landowners.

3.2. The District shall reimburse the County for 100% of all costs incurred by the County for this project, including all payments made to WisDOT on behalf of the Board. The Board shall remit payment to the County as soon as practicable but no later than 120 days from receipt of proof of payment by the County.

3.3. Upon the expiration of the 120-day payment deadline, the Board agrees and acknowledges that any unpaid balance of principal amount of the debt owed to the County shall accrue interest at the prevailing rate of the State of Wisconsin Local Government Investment Pool (LGIP), calculated on a daily basis and continuing until the balance is paid in full. The District shall be responsible for payment of all accrued interest, in addition to the principal amount of the debt. Further, the District shall reimburse the County for all costs incurred by the County in enforcing this MOU and collecting amounts due, including attorney's fees and court costs.

3.4. The Parties agree that ownership of the farm drainage pipe system will not be affected by the project. The Board shall continue to maintain and repair the farm drainage system as required by law.

4. Liability.

4.1. Indemnification. To the fullest extent permitted by law, the District shall indemnify, and hold harmless the County and its officers, employees, agents, and insurers harmless from and against all claims, losses, and damages of any kind (including reasonable attorney's fees) arising from or pertaining to this project.

4.2. No Waiver. Nothing contained in this MOU shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

5. Notices. All notices required under this MOU shall be provided to:

To Drainage Board: Jefferson County Farm Drainage Board
c/o David Hughes

With courtesy copy which shall not constitute notice to:

Attorney Andrew Griggs
136 Hospital Drive
Watertown, WI 53098
agriggs@nlgsllaw.com

To County of Jefferson: Benjamin Wehmeier
County Administrator
311 S. Center Avenue, C2033
Jefferson, WI 53549

With courtesy copy which shall not constitute notice to:

Danielle Thompson
Corporation Counsel
311 S. Center Avenue, C2020
Jefferson, WI 53549

6. Additional Provisions.

6.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this MOU.

6.2. No Waiver. Any failure of a Party to assert any right under this MOU, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this MOU, or any of this MOU's provisions.

6.3. Governing Law. This MOU, and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this MOU shall be exclusively in Jefferson County for matters arising under state law and in federal district court in the Western District of Wisconsin for matters arising under federal jurisdiction.

6.4. No Third-Party Beneficiary. No provision in this MOU is intended to create or shall create any rights with respect to the subject matter of this MOU in any third party, including but not limited to members of the general public.

6.5. Headings. The captions and headings of paragraphs and sections in this MOU are for convenience of reference only and shall not be construed as defining or limiting the terms and provisions in this MOU.

6.6. Severability. If any provision of this MOU shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this MOU in that jurisdiction or the validity or enforceability of any provision of this MOU in any other jurisdiction.

6.7. Survival. The terms of this MOU and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the MOU survive the MOU and will continue to be enforceable.

6.8. Counterparts. This MOU may be executed in multiple parts. Signatures to this MOU transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

6.9. Termination. The Parties anticipate that the project will cost approximately \$25,000, based on the estimate prepared by the Wisconsin Department of Transportation. If following receipt of the project bidding the estimated project costs exceed \$50,000, the Board may decline to move forward with the project by notifying WisDOT and the County within 30 days of receipt of the bid information. The Board acknowledges if it chooses not to proceed with the drainage pipe replacement following receipt of the bids, the contractor

may charge a change order fee equal to 7% of bid item which will be the District's responsibility. Regardless of the Board's decision to terminate the project, the District will remain solely responsible for reimbursing the County for any and all costs incurred by the County related to this project, including all payments made to WisDOT or the contractor.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

RESOLUTION NO. 2024-_____

Encouraging Governor Evers and the Wisconsin Legislature to Support Funding the Wisconsin Purchase of Agricultural Conservation Easement Program

Executive Summary

Jefferson County’s Strategic Plan calls for support of farmland preservation programs. The Purchase of Agricultural Conservation Easement (PACE) program enables landowners to voluntarily protect their farmland through permanent farmland conservation easements. When it was established in 2009, the state created a match program to leverage both federal and local dollars, helping to prevent non-agricultural development on Wisconsin’s high-quality farmland. The state removed funding from the program in 2011 and, though the program still exists, it has not been funded since. Stakeholders across Wisconsin are asking the State Legislature to refund the PACE program to support the future of Wisconsin’s agricultural sector and rural economy. Twenty-seven states currently provide matching PACE funds.

The Land & Water Conservation Committee considered this issue at its meeting on June 19, 2024, and recommends adding Jefferson County’s logo to the advocacy document prepared by American Farmland Trust that will be circulated to the Governor and the State Legislature requesting \$15 million in funding for the PACE program in the 2025-2027 Wisconsin State Budget. The Executive Committee considered this resolution at their meeting on July 31, 2024, and recommended forwarding on to the County Board for approval.

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

WHEREAS, farmland loss represents a major challenge to communities across Jefferson County and the state of Wisconsin, with effects being felt through fewer farms, loss of open space that normally provides habitat, recreation, flood control, water quality, food production, health, aesthetic, and climate resilience benefits, and loss of industry, and

WHEREAS, Jefferson County’s Strategic Plan calls for support of farmland preservation programs such as the Purchase of Agricultural Conservation Easement (PACE) program, and

WHEREAS, reinvesting in the PACE program in the 2025-2027 State budget will enable Wisconsin to capture federal farmland protection dollars.

NOW, THEREFORE, BE IT RESOLVED the Jefferson County Board of Supervisors hereby urges the Wisconsin State Legislature and Governor Evers to fund the Wisconsin Purchase of Agricultural Conservation Easement Program in the 2025-27 Wisconsin State Budget.

BE IT FURTHER RESOLVED, Jefferson County’s logo shall be affixed to the attached advocacy document prepared by American Farmland Trust for circulation to the Governor and Wisconsin State legislators.

Fiscal Note: Passage of this resolution has no immediate fiscal impact.


Strategic Plan Reference: YES



Highly Regared Quality of Life: Allocate funding to a long-term fund to be used for park resource expansion and Farmland Preservation programs

Referred By:
Land and Water Conservation Committee
And Executive Committee

08-12-2024

REVIEWED: Corporation Counsel: DHT ; Finance Director: 

ORDINANCE NO. 2024-__

Amendment to Rules for Reimbursement of Expenses

Executive Summary

Jefferson County Ordinance No. 64 sets forth the Rules for Reimbursement of Expenses for members of the County Board, the County Administrator, county elective officials and their deputies, members of committees, boards and commissions, and authorized County employees. Section 64.06 includes specific rates for meal reimbursements which have not been revised since 2014. This ordinance amendment increases the meal reimbursement allowances to provide for reimbursement of up to \$10.00 for breakfast, \$15 for lunch, and \$25 for dinner.

The Finance Committee considered this ordinance amendment at its meeting on July 2, 2024, and recommended forwarding it to the County Board for approval.

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES HEREBY ORDAIN **Section 64.06 of Jefferson County Ordinance No. 64 Rules for Reimbursement of Expenses is amended as follows: ~~AS FOLLOWS:~~**

~~Section 1. The Rules for Reimbursement of Expenses are amended as follows:~~

~~Section 1:~~

RULES FOR REIMBURSEMENT OF EXPENSES

64.06 MEALS.

Eligible persons shall be reimbursed for meals purchased while on county business. Reimbursement shall:

(a) not exceed the actual amount spent (including sales tax), as per IRS Regulations (Publication 15);

(b) not exceed the applicable per diem rates as per IRS Publication 1542;

(c) require itemized receipts for reimbursement, in order to comply with IRS regulations for Accountable Plans (Publication 15);

(d) be for the actual amount spent, including gratuities, not to exceed ~~\$7.00~~ \$10.00 for breakfast, ~~\$10.00~~ \$15.00 for noon meals and ~~\$22.00~~ \$25.00 for evening meals (See exception for convention or conference banquet tickets.);

(e) In addition, County Board members shall be reimbursed for meals purchased while on county business within Jefferson County;

(f) Sheriff's Department employees, when executing a Governor's Warrant for extradition, shall be reimbursed at actual costs for meal expense, not to exceed applicable per diem rates as per IRS Publication 1542. The Sheriff's Department may advance such funds; and (Res. No. 2000-77, 01-09-2001)

(g) County employees shall not be reimbursed for meals purchased while on county business within Jefferson County unless authorized by the employee's department head. [Amended 12/13/05, Ord. No. 2005-36; am. 07/10/07, Ord. No. 2007-17]

(h) Eligible persons shall not be reimbursed for expenditures for alcohol beverages.

[Amended 01/08/08, Ord. No. 2007-30]

Section 2: This ordinance amendment shall be effective upon passage and publication as provided by law.

Fiscal Note: In 2023 the total County budget for meals was \$20,140 and actual expenses were \$12,843. In 2022 the total County budget for meals was \$20,466 and actual expenses were \$8,046. Increasing the meal allowance is not expected to have a significant impact on the County budget.


Strategic Plan Reference: YES



Transformative Government: Attract and retain a talented and committed County workforce and Board of Supervisors.

Referred By:
Finance Committee

08-12-2024

REVIEWED: Corporation Counsel: DHT ; Finance Director 

JEFFERSON COUNTY, WISCONSIN

RESOLUTION NO. 2024- _____

**FINAL RESOLUTION REGARDING UNCONDITIONAL COUNTY GUARANTY OF ITS
PRO RATA SHARE, INTERGOVERNMENTAL AGREEMENT AND
TAXABLE REVENUE BOND FINANCING
FOR BUG TUSSEL 2, LLC PROJECT**

Executive Summary

At its meeting on June 11, 2024, the Jefferson County Board of Supervisors approved an Initial Resolution which authorized Jefferson County to participate with other counties in an Intergovernmental Agreement to finance a project for the acquisition, construction and installation of certain telecommunications infrastructure for the purpose of providing wireless internet and telephone communications services to businesses, governmental units, and residents of rural communities where such service is currently unavailable or prohibitively expensive. The Initial Resolution expressed Jefferson County’s intent to proceed with the project and to negotiate the necessary related agreements subject to a Final Resolution at a future meeting.

This Final Resolution authorizes Jefferson County to participate with Fond du Lac County in issuing revenue bonds in an amount not to exceed \$250,000,000, of which up to \$5,000,000 will be on behalf of, and guaranteed by, Jefferson County, with the remainder guaranteed by other participating counties. This Final Resolution further authorizes Jefferson County to execute an Intergovernmental Agreement with other participating counties and various other instruments necessary for the project including but not limited to an unconditional guaranty and reimbursement agreement. Bug Tussel and its parent company Hilbert Communications will have primary and secondary obligations to pay debt service on the bonds. Each county will be required to guarantee the payment of its proportionate share of the bonds should Bug Tussel and Hilbert Communications fail to make payment.

The Broadband Working Group and the Finance Committee considered this Final Resolution at their meetings on July 18, 2024, and August 6, 2024. Both recommended forwarding to the County Board for approval.

BE IT RESOLVED by the County Board of Jefferson County, Wisconsin, as follows:

Section 1 Recitals.

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the “Act”), the Issuer (as hereinafter defined) is authorized and empowered to issue revenue bonds to finance eligible costs of qualified “projects” (as defined in the Act), and to enter into

“revenue agreements” (as defined in the Act) with “eligible participants” (as defined in the Act).

1.02 Bug Tussel 2, LLC, a Wisconsin limited liability company (the “Borrower”), Hilbert Communications, LLC, a Wisconsin limited liability company (the “Company” and the “Guarantor”) and/or one or more of its affiliates (including, without limitation, Bug Tussel Wireless, LLC and Cloud 1, LLC), whether existing on the date hereof or to be formed and whether owned directly or indirectly by the Company, desires to finance a project consisting of the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) acquisition of tower sites by purchase or lease of land and equipping such sites with towers and electronics to provide broadband, high speed cellular, emergency communications and point to point (P2P) data communications; (ii) constructing fiberoptic data transmission facilities (cable and electronics) between towers, key community facilities, businesses and residential aggregation points; (iii) where appropriate, connecting individual premises into the broadband network including the cost of Consumer Premise Equipment (CPE); (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; (vi) payment of such project costs located in the participating counties, which includes project costs located in Jefferson County to be financed with Series 2024 Bonds (defined herein) in an amount not to exceed \$5,000,000; and (vii) payment of professional fees (collectively, the “Project”), all of which will be for the purpose of providing wireless internet and telephone communications services to businesses, governmental units and residents of rural communities where such service is currently unavailable or is prohibitively expensive.

1.03 The Project will be constructed and installed in one or more of the following Wisconsin counties yet to be determined, with each respective county that has agreed to participate in the issuance of the Series 2024 Bonds to be evidenced by such participating county entering into the Intergovernmental Agreement (defined herein) in connection with the issuance of the Series 2024 Bonds (each a “2024 Participating County” and collectively, the “2024 Participating Counties”): (i) Fond du Lac County, (ii) Forest County, (iii) Iowa County, (iv) Jefferson County, (v) Lafayette County, (vi) Marathon County, (vii) Price County, (viii) Sawyer County, (ix) Taylor County, and (x) Waushara County.

1.04 The Act authorizes the Issuer to make loans to an eligible participant, in connection with financing a qualified project.

1.05 Pursuant to initial resolutions duly adopted by (i) the Fond du Lac County Board on May 21, 2024, (ii) the Forest County Board on June 18, 2024, (iii) the Iowa County Board on May 21, 2024, (iv) the Jefferson County Board on June 11, 2024, (v) the Lafayette County Board on June 18, 2024, (vi) the Marathon County Board on June 18, 2024, (vii) the Price County Board on June 18, 2024, (viii) the Sawyer County Board on July 18, 2024, (ix) the Taylor County Board on July 23, 2024, and (x) the Waushara County Board on July 16, 2024, the 2024 Participating Counties expressed their

intention to enter into an Intergovernmental Agreement (the "Intergovernmental Agreement"), pursuant to which the Issuer would issue revenue bonds to be issued in one or more issues or series in an aggregate principal amount not to exceed \$250,000,000 to finance the Project. Notices of adoption of the initial resolutions adopted by the respective 2024 Participating Counties on May 21, 2024; June 11, 2024; June 18, 2024; July 16, 2024; July 18, 2024; and July 23, 2024 were published as provided in the Act, and no petition requesting a referendum upon the question of issuance of the revenue bonds has been filed in any 2024 Participating County as of the date of this resolution. The closing of the Series 2024 Bonds shall not occur until the 30-day petition period following publication has expired in all 2024 Participating Counties.

1.06 The 2024 Participating Counties shall enter into the Intergovernmental Agreement to appoint Fond du Lac County as the issuer (the "Issuer") of the Series 2024 Bonds for the purpose of financing the Project on behalf of the Borrower, and as agent on behalf of the 2024 Participating Counties with respect to the Pledge of Membership Agreement to be dated the closing date of the Series 2024 Bonds, between Hilbert Communications, LLC, a Wisconsin limited liability company, and the Issuer for the benefit of the 2024 Participating Counties, and other counties as may be joined to the Intergovernmental Agreement after the date hereof by executing a Counterpart and Joinder to Intergovernmental Agreement.

1.07 The Borrower has requested that Jefferson County and each 2024 Participating County who will directly benefit from the Project provide an unconditional general obligation guaranty, to which the full faith and credit and taxing power of Jefferson County are pledged (the "County Guaranty") to enhance the collateral position of the Borrower in an amount equal to Jefferson County's or such 2024 Participating County's (as applicable) pro rata share of the principal of and interest on the Series 2024 Bonds in an amount necessary to replenish the debt service reserve fund, including any compound interest payable on amounts paid by the Insurer (defined herein) for the Series 2024 Bonds, which for Jefferson County will be in an amount not to exceed \$5,000,000 (plus interest to accrue thereon annually over the life of the Series 2024 Bonds at a rate not to exceed 8.00%), including any compound interest payable on amounts paid by the Insurer for the Series 2024 Bonds. In order to authorize Jefferson County's County Guaranty, the County Guaranty must be approved by a vote of at least three-fourths of the members-elect (as defined in Section 59.001(2m) of the Wisconsin Statutes) of the Board of Supervisors.

1.08 The Guarantor will provide a guaranty (the "Hilbert Guaranty") to Jefferson County, and each 2024 Participating County, guaranteeing the full and prompt payment to Jefferson County, and each 2024 Participating County, of amounts due from the Borrower pursuant to, and the performance of all other obligations, covenants and agreements of the Borrower under the Reimbursement Agreements by and between the Borrower and each of the 2024 Participating Counties, the Intergovernmental

Agreement, and the Mortgage or Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Financing Statement referenced below.

1.09 The Borrower will have the primary obligation to make all scheduled principal and interest payments when due, and each 2024 Participating County's Guaranty will apply only in the event that the Borrower does not pay such debt service for the Series 2024 Bonds as required and a draw is made on the debt service reserve fund for the Series 2024 Bonds established under the Indenture.

1.10 In return for the County Guaranty by each 2024 Participating County, each 2024 Participating County shall receive a guaranty fee as further described in Section 3.02, and the Borrower and the Guarantor will pay any and all costs of each 2024 Participating County and all expenses incurred by each 2024 Participating County related to the Series 2024 Bonds.

1.11 As further security for the County Guaranty, Jefferson County and each 2024 Participating County shall receive a first fee or leasehold mortgage on all land, buildings, and improvements of the Borrower and a first security interest, subordinate only to the security interest of the State of Wisconsin, the Public Service Commission of Wisconsin, or similar agency, political subdivision, or instrumentality of the state (the "State") to the extent required by the State as a condition of grant funding provided for financed assets, in all fixtures and equipment of the Borrower located in the applicable county in which the Project financed with proceeds of the Series 2024 Bonds is constructed.

1.12 The Project includes necessary infrastructure for essential services, including emergency response and public safety communications by and for Jefferson County and local units of government in Jefferson County and is in furtherance of the public purposes set forth in the Act, Wisconsin Statutes, Section 59.54, and promotes the economic development and well-being of Jefferson County.

1.13 The obligations of Jefferson County and each 2024 Participating County under its respective County Guaranty are expected to be insured by Build America Mutual Assurance Company (the "Insurer") under its Municipal Bond Insurance Policy (the "Policy") containing provisions consistent with the provisions of this resolution and the documents listed in Section 1.14 and approved by the Issuer's counsel, bond counsel, and the appropriate officer or officers of Jefferson County.

1.14 Drafts of the following documents have been submitted to this County Board and are ordered filed in the office of the County Clerk:

- (a) a Preliminary Limited Offering Memorandum;
- (b) a Bond Purchase Agreement by and among the Issuer and Samuel A. Ramirez & Company, Inc., as representative, acting on behalf of itself, Robert W. Baird

& Co. Incorporated, and Oppenheimer & Co. Inc., as underwriters, with the Letter of Representations from the Borrower and accepted and agreed to by the Issuer and the representative of the underwriters;

(c) an Indenture of Trust (the "Indenture") by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee");

(d) a Loan Agreement (the "Loan Agreement") by and between the Issuer and the Borrower;

(e) a Series 2024 Promissory Note from the Borrower to the Issuer, and assigned to the Trustee;

(f) a Reimbursement Agreement from the Borrower to Jefferson County;

(g) a form of Facilities Access Agreement from the Borrower to Jefferson County;

(h) a form of Mortgage or Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Financing Statement from the Borrower to Jefferson County;

(i) a Continuing Disclosure Agreement;

(j) a Guaranty Agreement (Hilbert Guaranty) from the Guarantor to Jefferson County;

(k) a Borrower's Closing Certificate;

(l) an Intergovernmental Agreement to be signed by each 2024 Participating County; and

(m) the unconditional County Guaranty from Jefferson County.

Section 2 Findings and Determinations.

It is hereby found and determined that:

(a) based on representations of the Borrower, the Project constitutes a "project" authorized by the Act;

(b) the purpose of the Issuer's financing costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;

(c) the Project includes necessary infrastructure for essential services by and for Jefferson County and local units of government in Jefferson County and is in furtherance

of the public purposes set forth in the Act, Wisconsin Statutes, Section 59.54, and promotes the economic development and well-being of Jefferson County;

(d) it is desirable that a series of taxable revenue bonds in an aggregate principal amount not to exceed \$109,000,000 (the "Series 2024 Bonds") be issued by the Issuer upon the terms set forth in the Indenture and Loan Agreement, under the provisions of which the Issuer's interest in the Indenture and Loan Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of and interest on and premium, if any, on all the Series 2024 Bonds outstanding under the Indenture;

(e) the loan payments provided for in the Loan Agreement, and the formula set out for revising those payments under the Loan Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on Series 2024 Bonds issued under the Indenture when due; the amount necessary in each year to pay the principal of and interest on the Series 2024 Bonds is the sum of the principal and interest on the Series 2024 Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; the Loan Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and

(f) under the provisions of the Act, the Series 2024 Bonds shall be limited obligations of the Issuer and the Series 2024 Bonds do not constitute an indebtedness of the Issuer or the 2024 Participating Counties, within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer's or the 2024 Participating Counties' general credit or taxing powers or a pecuniary liability of the Issuer or the 2024 Participating Counties.

Section 3 Approvals and Authorizations.

3.01 There is hereby approved the issuance by the Issuer of its Taxable Revenue Bonds, Series 2024 (Bug Tussel 2, LLC Project) (Social Bonds) (specifically, the Series 2024 Bonds) in an aggregate principal amount not to exceed \$109,000,000, for the purpose of financing the Project.

3.02 In furtherance of the public purposes recited above:

(a) Jefferson County shall provide an unconditional County Guaranty to enhance the collateral position of the Borrower in an amount equal to Jefferson County's pro rata share of the principal of and interest on the Series 2024 Bonds in an amount necessary to replenish the debt service reserve fund in an amount not to exceed \$5,000,000 (plus interest to accrue thereon annually over the life of the Series 2024 Bonds at a rate not to exceed 8.00%), including any compound interest payable on amounts paid by the Insurer for the Series 2024 Bonds. In return for its County Guaranty, Jefferson County shall receive either (i) an annual guaranty fee equal to 40

basis points (0.40%) of the outstanding par amount of the Series 2024 Bonds covered by its County Guaranty, payable on a semi-annual basis on each May 1 and November 1, or (ii) a discounted upfront guaranty fee as agreed to by the Borrower and Jefferson County. Prior to issuance of the Series 2024 Bonds, each 2024 Participating County on behalf of which Series 2024 Bonds are being issued shall have each authorized the execution and delivery of its respective County Guaranty.

(b) There is hereby authorized the issuance by Jefferson County of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes, to finance payment of the County Guaranty. The terms and provisions of any such notes shall be established pursuant to a subsequent resolution of this County Board.

3.03 Jefferson County hereby authorizes the execution and delivery of the Intergovernmental Agreement, the County Guaranty and the other documents listed in Section 1.14 above to which Jefferson County is a signatory.

3.04 Subject to the conditions set forth herein, the County Board Chairperson and the County Clerk are authorized and directed to execute and deliver the County Guaranty, the Intergovernmental Agreement and the other documents listed in Section 1.14 above to which Jefferson County is a signatory. In addition, Jefferson County hereby authorizes the execution and delivery of a commitment with the Insurer consistent with the provisions of this resolution and the documents listed in Section 1.14 above as well as any other agreements, certificates or documents necessary to obtain the Policy.

3.05 The County Board Chairperson and the County Clerk and other officers of Jefferson County are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of Jefferson County relating to the Series 2024 Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel.

3.06 The approval hereby given to the various documents referred to in this Resolution includes the approval of such additional details therein and additional documents or agreements all as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Jefferson County counsel and bond counsel. The execution of any document by the appropriate officer or officers of Jefferson County herein authorized shall be conclusive evidence of the approval by Jefferson County of such document in accordance with the terms hereof.

3.07 This Resolution shall take effect from and after its adoption by a vote of at least three-fourths of the members-elect (as defined in Section 59.001(2m) of the Wisconsin Statutes) of the Board of Supervisors.

Fiscal Note: In the event of a default by Bug Tussel 2, the Debt Service Reserve Fund will pay any interest and principal immediately due to bondholders. At that time, Jefferson County would be responsible for replenishing the Debt Service Reserve Fund. Hilbert Communications would be responsible for reimbursing Jefferson County for any amounts drawn from the Debt Service Reserve Fund. Should Hilbert Communications default on its obligation to Jefferson County, Jefferson County will assume ownership of the assets financed with the bond proceeds. In exchange for the risk assumed by Jefferson County, Bug Tussel 2 will pay to Jefferson County a fee for its guaranty of the bond payments of 40 basis points (0.40%) times Jefferson County's pro rata share of the outstanding bond obligation. At the time of issuance, this fee equates to \$20,000 per year and will decline over the term of the bond in proportion to the outstanding debt balance. Because this fee has a limited term and declining balance over time, it is recommended that the fee be treated as one-time revenue and deposited into the Capital Projects Fund for the purpose of funding future one-time capital purchases.

Strategic Plan Reference: YES



Diverse Housing Opportunities: Plan for future technology and infrastructure needs to support housing.

Intentional Economic Growth: Collaborate with public and private sectors to improve broadband coverage across the county, ensuring digital equity for all residents and businesses.

Referred By:
Finance Committee

08-12-2024

REVIEWED: Corporation Counsel: DHT ; Finance Director: 

INTERGOVERNMENTAL AGREEMENT

(By and among [(i) Fond du Lac County, (ii) Forest County, (iii) Iowa County,
(iv) Jefferson County, (v) Lafayette County, (vi) Marathon County, (vii) Price County,
(viii) Sawyer County, (ix) Taylor County, and (x) Waushara County],
together with any additional Participating Counties joining by Joinder)

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this ____ day of _____, 2024, by and among the Participating Counties (defined below) located in the State of Wisconsin (the “State”) which, through their duly authorized representatives, have signed this Agreement.

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the “Act”) authorizes Wisconsin counties to authorize the issuance and sale of bonds by the county to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

WHEREAS, Bug Tussel 2, LLC, a Wisconsin limited liability company (the “Borrower”), Hilbert Communications, LLC, a Wisconsin limited liability company (the “Company” and the “Guarantor”) and/or one or more of its affiliates (including, without limitation, Bug Tussel Wireless, LLC and Cloud 1, LLC), whether existing on the date hereof or to be formed and whether owned directly or indirectly by the Company, to finance a project consisting of the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) acquisition of tower sites by purchase or lease of land and equipping such sites with towers and electronics to provide broadband, high speed cellular, emergency communications and point to point (P2P) data communications; (ii) constructing fiberoptic data transmission facilities (cable and electronics) between towers, key community facilities, businesses and residential aggregation points; (iii) where appropriate, connecting individual premises into the broadband network including the cost of Consumer Premise Equipment (CPE); (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; (vi) payment of such project costs located in the Participating Counties in an aggregate amount not to exceed \$250,000,000; and (vii) payment of professional fees (collectively, the “Project”), all of which will be for the purpose of providing wireless internet and telephone communications services to businesses, governmental units and residents of rural communities where such service is currently unavailable or is prohibitively expensive; and

WHEREAS, the Project will be constructed and installed in the rural areas of the following Wisconsin counties, to wit: [(i) Fond du Lac County, (ii) Forest County, (iii) Iowa County, (iv) Jefferson County, (v) Lafayette County, (vi) Marathon County, (vii) Price County, (viii) Sawyer County, (ix) Taylor County, and (x) Waushara County] (each, together with any additional counties joining by Joinder (defined below), a “Participating County” and collectively, the “Participating Counties”); and

WHEREAS, each of the Participating Counties is a political subdivision of the State within whose boundaries a portion of the Project is located; and

WHEREAS, pursuant to the Act and Section 66.0301 of the Wisconsin Statutes, a county or two or more counties acting pursuant to an intergovernmental agreement may serve as the conduit issuer for such financing; and

WHEREAS, the aggregate cost of the Project is presently estimated to be not greater than \$250,000,000, and the amount proposed to be financed with revenue bonds does not exceed \$250,000,000 (the “Bonds”); and

WHEREAS, Section 66.1103(3)(f) of the Act provides that a municipality also may finance an industrial project which is located entirely outside the geographic limits of the municipality, but only if the revenue agreement for the project also relates to another project of the same eligible participant, part of which is located within the geographic limits of the municipality; and

WHEREAS, the proposed Project is a multi-jurisdictional project which is located in the counties of [(i) Fond du Lac County, (ii) Forest County, (iii) Iowa County, (iv) Jefferson County, (v) Lafayette County, (vi) Marathon County, (vii) Price County, (viii) Sawyer County, (ix) Taylor County, and (x) Waushara County], and each of the Participating Counties have approved an initial resolution providing for the financing of the Project in an aggregate amount not to exceed \$250,000,000; and

WHEREAS, it is expected that (i) the Project will be constructed and installed in multiple phases in other Wisconsin counties to be determined which will be financed with additional issues or series of bonds to be issued at one or more times in an aggregate amount not to exceed \$250,000,000 and issued by the Issuing County as defined herein (“Additional Bonds”) and (ii) in connection with the issuance of the Additional Bonds for other Project locations in new Wisconsin counties, additional Wisconsin counties shall become a Participating County under this Agreement by executing the Counterpart and Joinder (the “Joinder”) in the form attached as Exhibit A; and

WHEREAS, the Participating Counties wish to enter into this Agreement providing that Fond du Lac County, Wisconsin (the “Issuing County”) shall be the issuer of said revenue bonds; and

WHEREAS, the Issuing County is a county organized and existing under and pursuant to the laws of the State, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the Issuing County an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said Bonds; and

WHEREAS, in consideration of the increased tax revenue that will accrue to each Participating County as a result of the Project and the new jobs and other economic benefits for residents of each Participating County that will result from the Project, each Participating County has agreed to guarantee the payment of its pro rata share of the principal of and interest on the Bonds in an amount necessary to replenish the debt service reserve fund (each a “County Guaranty”).

NOW, THEREFORE, it is hereby agreed by and among the Participating Counties as follows:

1. Purpose. The Participating Counties, acting pursuant to the Act and Section 66.0301 of the Wisconsin Statutes, hereby agree to cooperate and exercise their municipal powers jointly for the purpose of appointing Fond du Lac County to act as the Issuing County and conduit issuer for the Bonds. Each Participating County shall take such action as deemed necessary to facilitate the issuance of the Bonds by the Issuing County.

2. Authorization. Each Participating County shall authorize the execution, delivery and performance of the Agreement and any other agreements requested to be executed and delivered by the Issuing County hereunder or under the Bond documents by all necessary corporate action of the Participating County. Each Participating County shall have the right to make reasonable objections to the same. If disagreement occurs, the decision shall be made by a majority vote of the Participating Counties by their

respective governing bodies, with each Participating County's vote weighted based upon the amount of outstanding Bonds and Additional Bonds allocated to (and the corresponding guaranty amount being provided by) such Participating County. Such a weighted majority vote shall also be used to direct the Issuing County when acting as agent of the other Participating Counties under the Pledge of Membership Interest Agreement relating to the Bonds and Additional Bonds.

3. Records. The Issuing County will maintain and be the custodian of all records associated with the administering and performance of this Agreement and the Bonds, and will make those records available to all Participating Counties upon request.

4. Reporting. The Borrower shall report to or meet with the Issuing County and the Participating Counties on an annual basis (and such other intervals or dates as may be requested by the Issuing County and the Participating Counties from time to time) commencing in January, [20____] and continuing until January, [20____] (the "Project Period") for the purpose of presenting a report on the status of the Project(s) and the financial strength of the Borrower and the Guarantor. The date, time and place of such meeting shall be determined cooperatively among the parties. After the Project Period for so long as the Bonds remain outstanding, upon request from the Issuing County and any Participating County, the Borrower shall report to or meet with the Issuing County and the Participating Counties and shall continue to provide to the Issuing County annual written reports regarding the continued strength of the Borrower and the Guarantor. Such report shall be due not less than 90 days following any such request.

5. Effective Date. This Agreement shall become effective upon its adoption by all Participating Counties. Any county entering into this Agreement shall adopt an authorizing resolution, and provide a certified copy of the resolution to all other Participating Counties. This Agreement shall remain in full force and effect until terminated as provided herein.

6. New Members. After the effective date of this Agreement and in connection with the issuance of Additional Bonds, additional counties may join in this Agreement as a Participating County by executing the Joinder and agreeing to the terms of this Agreement, subject to the approval of the Issuing County, which may not be unreasonably withheld.

7. Termination and Disposition of Funds.

(a) This Agreement shall be deemed terminated when (i) all of the outstanding Bonds and any Additional Bonds have been paid in full or redeemed and (ii) all Participating Counties have received a release of their obligations pursuant to the terms of their respective County Guaranty.

(b) A Participating County (other than the Issuing County) shall be released from its obligations under this Agreement if such Participating County has received a release of its obligations under its respective County Guaranty. The Issuing County's responsibility shall continue until all of the requirements of (a)(i) and (a)(ii) of this section are met.

8. Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

9. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Participating Counties.

10. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties with respect to the subject matter of this Agreement, oral or written, are superseded by this Agreement; provided however, that this Agreement shall not cover the exercise by any Participating County of its rights and remedies under any reimbursement agreement between the Borrower and such Participating County or under any guaranty agreement with the Guarantor.

13. Assignment. The rights and obligations of the parties to this Agreement may not be assigned without the express written consent of all parties.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT A

**COUNTERPART AND JOINDER
TO
INTERGOVERNMENTAL AGREEMENT**

THIS COUNTERPART AND JOINDER (this “Joinder”), dated as of _____, 20___, is entered into by _____ County (the “Joining Participating County”) pursuant to the terms of an Intergovernmental Agreement dated _____, 2024, as may be amended, supplemented or otherwise modified from time to time (the “Intergovernmental Agreement”), among the following Wisconsin counties: [(i) Fond du Lac County, (ii) Forest County, (iii) Iowa County, (iv) Jefferson County, (v) Lafayette County, (vi) Marathon County, (vii) Price County, (viii) Sawyer County, (ix) Taylor County, and (x) Waushara County] (collectively, the “Original Participating Counties”); and the following additional counties joining by Joinder: [TO BE LISTED] (collectively, the “20___ Participating Counties” and together with the Original Participating Counties, the “Participating Counties” and each a “Participating County”).

RECITALS

A. Capitalized terms not otherwise defined in this Joinder shall have the meanings given to them in the Intergovernmental Agreement.

B. The Joining Participating County desires to join the Intergovernmental Agreement and become a Participating County under the Intergovernmental Agreement.

AGREEMENTS

As required by the Intergovernmental Agreement, the Joining Participating County agrees as follows:

1. The Joining Participating County hereby acknowledges and agrees that it has received and reviewed a copy of the Intergovernmental Agreement and hereby:

- (a) joins the Intergovernmental Agreement as a Participating County; and
- (b) assumes, accepts and agrees to be bound by, and hereby confirms, all covenants, agreements, and acknowledgments attributable to a Participating County in the Intergovernmental Agreement.

2. The Joining Participating County agrees that it shall execute and deliver all documents and do all other acts which may be necessary or desirable under the Intergovernmental Agreement.

IN WITNESS WHEREOF, the Joining Participating County has executed this Joinder as of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

RESOLUTION NO. 2024- ____

Accepting funding from the Wisconsin Tobacco Prevention and Control Program WI Wins and amending the 2024 Health Department budget

Executive Summary

The Wisconsin Tobacco Prevention and Control Program WI Wins is a proven education, outreach and inspection program for tobacco and vape retailers across the state. The goal of the program is to reduce the impact of commercial tobacco at the community level by preventing underage sales and youth initiation of tobacco use. This is completed through education on tobacco sales laws, recognizing retailers who are complying with the laws, and partnering with local law enforcement to enforce the laws. WI Wins funding is used to conduct compliance checks, media outreach, and public outreach in each county/jurisdiction.

In 2019, the Tobacco Coalition of Dodge and Jefferson Counties did not apply for WI Wins funding. This left Dodge and Jefferson County unfunded. The American Lung Association agreed to take over the WI Wins contract and has utilized a subcontracted agent to carry out the requirements of the grant. The Wisconsin Department of Health Services primarily contracts with local public health departments to conduct the WI Wins program and Jefferson County was approached by DHS to take over the contract for Dodge and Jefferson County.

After discussion and approval from Dodge County Health Department, the Jefferson County Health Department was awarded a total of \$9009 in grant funding from the Wisconsin Tobacco Prevention and Control Program WI Wins. The Jefferson County Health Department will serve as the fiscal agent for both Jefferson and Dodge Counties. Jefferson County was awarded \$4,312 and Dodge County was awarded \$4,697. Jefferson County anticipates contracting with an agent to fulfill the grant requirements in both counties.

This resolution authorizes Jefferson County to accept the WI Wins funding, serve as the fiscal agent on behalf of Jefferson and Dodge County, and amend the 2024 budget accordingly. The Board of Health considered this resolution at its meeting on July 17, 2024, and the Finance Committee considered this resolution at its meeting on August 6, 2024. Both bodies recommended forwarding this resolution to the County Board for approval.

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

WHEREAS, pursuant to the funding requirements a total of 56 compliance checks are to be made within Jefferson County and a total of 61 compliance checks are to be made within Dodge County, and

WHEREAS, additionally Jefferson and Dodge County will be responsible for conducting five public outreach activities and four media outreach activities, and

WHEREAS, as Fiscal Agent, Jefferson County will utilize the same subcontracted agent to carry out the requirements of the grant in both counties to have continuity of the program across both jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby accepts \$9009 in grant funding from the Wisconsin Tobacco Prevention and Control Program WI Wins, authorizes the County to serve as fiscal agent for both Jefferson and Dodge County, and amends the 2024 budget accordingly.

Fiscal Note: Acceptance of this grant will increase appropriations in the 2024 Health Department budget by \$9,009. 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).

Strategic Plan Reference: YES



Transformative Government: Data driven budgets and policy management

Referred By:
Finance Committee

08-12-2024

REVIEWED: Corporation Counsel: DHT ; Finance Director 

ORDINANCE NO. 2024-

Amendment to Jefferson County - All-Terrain Vehicle (ATV) and Utility-Terrain Vehicle (UTV) Route Ordinance

Executive Summary

Jefferson County Ordinance No. 2021-01 outlines the approved routes for ATV/UTV usage in Jefferson County and sets forth the rules of operation on County ATV/UTV routes. Jefferson County requested approval from the Wisconsin Department of Transportation to add segments of State Highway to ATV/UTV routes. This ordinance amendment adds segments of State Highway to the approved routes to allow for bridge crossings. It also makes minor updates and revisions to the existing language for clarity.

The Highway Committee considered this ordinance amendment at its meeting on July 30, 2024, and recommended forwarding to the County Board for approval.

THE JEFFERSON COUNTY BOARD OF SUPERVISORS DOES HEREBY ORDAIN Jefferson County Ordinance No. 2021-01 *All-Terrain Vehicle (ATV) and Utility-Terrain Vehicle Route Ordinance* is amended as follows:

Section 1 - General

Following due consideration of the recreational and economic value to access businesses and residences **and to make trail connections**, weighed against possible dangers, public health, public safety, liability aspects, terrain involved, traffic density and other traffic risks, this ordinance **has been created pursuant to County Board authority under is enacted pursuant to sections Wis. Stats. § 59.02, and §23.33 Wis. Stats.,** and the provisions of the Wisconsin Administrative Code NR 64 regulating ATV operation. **which is hereby incorporated and adopted.**

Section 2 - Applicability and Enforcement

This ordinance is enacted under the authority of Wis. Stat. §23.33 and §59.02 and the provisions of Wis. Stat. §23.33 and Wisconsin Administrative Code NR 64 regulating ATV operations are hereby **incorporated and adopted.**

The provisions of this Ordinance shall apply to all county highways **and state highways** within the jurisdiction of Jefferson County and the provisions of this ordinance shall be enforced by the Jefferson County Sheriff's Office.

Adoption of this ordinance shall not prohibit any law enforcement officer or DNR warden from proceeding under any other ordinance, regulation, statute, law, or order that pertains to the subject matter addressed under this section.

Section 3 - Limitations

The following limitations apply on all areas designated in this Ordinance:

Operators and passengers of all ATVs/UTVs shall comply with all federal, state, and local laws, orders, regulations, restrictions, and rules, including, but not limited to, section 23.33 Wis. Stats. and Wisconsin Administrative Code NR 64.

~~This Ordinance incorporates by reference all definitions under section 23.33 Wis. Stats. and Wisconsin Administrative Code NR 64 and any other applicable Wisconsin Law defining ATVs/UTVs and regulating ATV/UTV use unless this Ordinance states otherwise.~~

ATVs/UTVs shall be operated on the extreme right side of the roadway on the paved surface.

ATVs/UTVs may be operated on paved surfaces only, unless yielding the right of way.

ATV/UTV operators are required to have applicable liability insurance.

ATVs/UTVs shall not be operated at a speed greater than the posted speed limits.

ATVs/UTVs may not be operated on any county highway route without fully functional headlights, taillights, and brake lights.

ATVs/UTVs may not be operated on any county highway route between the hours of 10:00 p.m. and 5:00 a.m.

~~No person under the age of 16 may operate an ATV/UTV on any county highway route.~~

No person ~~shall~~ ~~may~~ operate an ATV/UTV on any county highway route without a valid driver's license and shall display the license upon demand from any law enforcement officer or official described in section 23.33(12) Wis. Stats.

Section 4 – County Highway ATV/UTV Routes

County highway routes designated for ATV/UTV use shall be established and approved by the Jefferson County Highway Committee. Any modification to the routes designated for ATV/UTV use shall be approved by the Jefferson County Highway Committee.

The routes designated as an ATV/UTV vehicle route shall be as follows:

County Routes: All County Highways. ~~within Jefferson County jurisdiction.~~

The Jefferson County Highway Committee shall have the authority to suspend operation on any County Highway ~~route or segments thereof~~ due to hazards, construction, emergency conditions, road damage, or any other issue deemed appropriate for ~~traffic~~ ~~public~~ safety. Routes subsequently removed as an ATV/UTV vehicle route will be posted on the Jefferson County website ~~and signed for ATV/UTV closure on the route.~~

~~County Highway segments through Cities and Villages with jurisdictional responsibility can close those segments to ATV/UTV use.~~

~~No County highway segment may be designated as an ATV/UTV vehicle route if it is located within a City or Village which has jurisdictional responsibility for that segment without City or Village permission.~~

Section 5- Authorization of State Highway ATV/UTV Routes

Under Wis.Stat.23.33(4)(d)3.b., and (11)(am)3., Jefferson County authorizes the operation of the following state highway segments to cross bridges that are 1000 feet or less:

State Highway 19 over the Maunasha River, (35/45mph speed limit transition – Heil Street), City of Waterloo

State Highway 19 over the Crawfish River, (County Highway G – East Hubbleton Road), Town of Milford

State Highway 106 over unnamed tributary, (Black Hawk Island Rd – Sinnissippi Dr), Town of Koshkonong

State Highway 59 over Mud River (25/40mph speed limit transition – Zion Road), Village of Palmyra

Note: Operators crossing authorized bridges on all ATV or UTV state routes shall do all of the following:

1. Cross the bridge in the most direct manner practicable and at a place where not obstruction prevents a quick and safe crossing.
2. Stay as far to the right of the roadway or shoulder as practicable
3. Stop the vehicle prior to the crossing.
4. Yield the right-of-way to other vehicles, pedestrians, electric scooters, and electric personal assistive mobility devices using the roadway or shoulder.
5. Exit the highway as quickly and safely as practicable after crossing the bridge.

Section 56 - Route Signs

All initial required route signs will be installed and maintained by the Jefferson County Highway Department.

All signs shall be in compliance with the Federal Manual on Uniform Traffic Control Devices (MUTCD).

No person may erect ~~or~~ remove, **obscure, or deface** any official designated route sign unless authorized by the Jefferson County Highway Department **in writing**.

No person shall operate an ATV/UTV contrary to any authorized and official posted sign.

Section 67 - Penalties

This Ordinance shall be enforced by the Jefferson County Sheriff's Office or any law enforcement official as set forth in section 23.33(12) Wis. Stats., including the issuance of a citation under section 66.0113 Wis. Stats.

The penalties set forth in section 23.33(13)~~(a)~~ Wis. Stats., are adopted and incorporated by reference ~~herein~~. Unless otherwise designated by statute, the penalty for violating any provision of this ordinance shall be a forfeiture of not less than \$25.00 nor more than \$250.00, plus court costs and fees.

Section 78 - Severability

Should any subsection, clause, or provision of this ordinance be declared by any court ~~of competent jurisdiction~~ to be invalid, the same shall not affect the validity of this ordinance as a whole or any part thereof, other than the part declared invalid.

Section 89 - Maintenance

Designation of segments of the Jefferson County Highway System as ATV/UTV routes does not impose upon the Jefferson County Highway Department a greater duty of care or responsibility for maintenance of those segments than for any other segment of county highway. Operators of ATV/UTVs on county highways assume all the usual and normal risks of ATV/UTV operation.

Section 910 - Effective Date

This Ordinance shall be effective upon enactment and publication.

~~Section 10 - Highway Committee Review~~

~~This Ordinance shall be reviewed in its entirety before November 30, 2022 by the Jefferson County Highway Committee giving due consideration to the recreational and economic value to access businesses and residences weighted against possible dangers, public health, public safety, liability aspects, terrain involved, traffic density and other traffic risks since the enactment of this ordinance to make a finding whether or not the benefits of continuing this ordinance outweigh repealing this ordinance. Such findings shall be forwarded to the Jefferson County Board of Supervisors as a Communication which will include any recommended amendments. Any findings and recommendations by the Highway Committee shall be made following consultation with the Jefferson County Sheriff's Office and the Jefferson County Highway Commissioner.~~

Fiscal Note:

Referred By:
Highway Committee

08-12-2024

REVIEWED: Corporation Counsel: DHT; Finance Director:

RESOLUTION NO. 2024-____

Funding the Nurse Prescriber Position Full-time and Authorizing Flexible Hiring Options in the Human Services Department

Executive Summary

The Nurse Prescriber position within the Behavioral Health Division of Jefferson County Human Services was created to ensure the provision of essential medication services to our clients. Initially funded part-time based on the incumbent's availability, the position needs to be transitioned to full-time upon the incumbent's retirement in October. Due to the market for this position, Human Services seeks authority to explore flexible hiring options for this position as necessary. This would allow the Nurse Prescriber role to be filled by: 1) a traditional employee using the County's pay grade structure; 2) an employee via an employment contract outside of the County's pay grade structure; or 3) an independent contractor.

This resolution seeks to:

1. Approve full-time funding for the Nurse Prescriber position.
2. Authorize the County Administrator to hire the position as an employee with a contract or as an independent contractor, depending on recruitment outcomes and candidate preferences.
3. Permit hiring outside the assigned pay grade under an employment contract if necessary.
4. Confirm that the position is fully funded through insurance, Medicare, and Medicaid reimbursements, with no additional tax levy required.

Note: An employee with a contract works for the organization under a formal agreement that includes salary, benefits like health insurance and retirement plans, job duties, and the length of employment. They follow the organization's policies and are considered part of the team. In contrast, an independent contractor is self-employed and hired to complete specific tasks as outlined in a contract. They do not receive employee benefits and handle their own taxes and insurance. This arrangement offers flexibility for the organization to meet workload demands. U.S. labor laws distinguish between these two based on factors like control over work, the financial relationship, and the nature of the work, ensuring compliance with employment criteria.

The Human Resources Committee and the Finance Committee each considered this resolution at their meetings on July 29, 2024, and August 6, 2024, and both recommended forwarding to the County Board for approval.

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

WHEREAS, Jefferson County Human Services created the Nurse Prescriber position within the Behavioral Health Division to provide essential medication services to our clients, and

WHEREAS, the position has been funded part-time based on the current incumbent's availability, and

WHEREAS, the incumbent Nurse Prescriber is retiring in October, necessitating the recruitment of a full-time replacement, and

WHEREAS, flexibility in hiring and compensation is essential to attract qualified candidates and ensure continued delivery of vital services, and

WHEREAS, the Nurse Prescriber position is fully funded through insurance, Medicare, and Medicaid reimbursements, with no additional tax levy required.

NOW, THEREFORE, BE IT RESOLVED the Jefferson County Board of Supervisors hereby authorizes the following:

1. Transition of the Nurse Prescriber position from part-time to full-time funding.
2. Flexibility to hire the Nurse Prescriber and authorization for the County Administrator to hire the position as an employee with or without an employment contract or as an independent contractor, depending on recruitment outcomes and candidate preferences.
3. Hiring outside the assigned pay grade under an employment contract if necessary.

BE IT FURTHER RESOLVED that the Human Resources Department is authorized to commence recruitment immediately to ensure a seamless transition and overlap for the Nurse Prescriber position.

Fiscal Note: The Nurse Prescriber position within the Behavioral Health Division is fully funded through a combination of insurance reimbursements, Medicare, and Medicaid. These funding sources cover the entire salary and associated costs of the position, ensuring that no additional tax levy is required to support this role. 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).


Strategic Plan Reference: YES



Transformative Government: Attract and retain a talented and committed County workforce and Board of Supervisors.

Referred By:
Human Resources Committee

08-12-2024

REVIEWED: Corporation Counsel DHT Finance Director 

RESOLUTION NO. 2024-_____

**Authorizing the execution of Memorandum of Understanding with Town of Lake Mills
Regarding the North End Boat Launch in Lower Rock Lake County Park**

Executive Summary

Jefferson County owns Lower Rock Lake Park, located within the boundaries of the Town of Lake Mills. Within Lower Rock Lake Park there is a Town of Lake Mills right-of-way which runs parallel to the Rock Lake shoreline. The Town has historically managed the North End Boat Launch located adjacent to its right-of-way and within the County's Lower Rock Lake Park. The Town has collected and retained all launch fees.

The Town has been working on a grant application for funding for a reconstruction and improvement project for the North End Boat Launch through the Recreational Boating Facilities Grant Program administered by the Wisconsin Department of Resources. During the DNR's review of Town's grant application, it was discovered the County is the likely owner of the strip of land between the Town's right-of-way and the water's edge. As such, the DNR requires a formal agreement between the County and the Town regarding rights and responsibilities related to the North End Boat Launch as a condition of receipt of grant funding.

This resolution authorizes the County Administrator to finalize and execute a Memorandum of Understanding with the Town of Lake of Mills defining roles and responsibilities related to the North End Boat Launch in Lower Rock Lake Park. Specifically, per the terms of the MOU the County will maintain Lower Rock Lake Park, the Town will maintain the piers and other launch structures, and both entities will mutually agree upon how to spend all launch fees collected for the North End Boat Launch pursuant to an annual work plan.

The Parks Committee considered this resolution on July 25, 2024, and August 12, 2024, and recommended forwarding it to the County Board for approval.

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

WHEREAS, a formal agreement outlining the roles and responsibilities of the County and the Town of Lake Mills regarding the North End Boat Launch is necessary for receipt of grant funding for the reconstruction and improvement project at the launch; and

WHEREAS, completion of the proposed reconstruction and improvement project is in the interest Jefferson County residents.

NOW, THEREFORE, BE IT RESOLVED the County Board authorizes the County Administrator to finalize and execute a Memorandum of Understanding with the Town of Lake Mills in substantially the same form as set forth in Ex. A.

Fiscal Note:

Strategic Plan Reference: None

Referred By:
Parks Committee

08-12-2024

REVIEWED: Corporation Counsel: DHT ; Finance Director:

**MEMORANDUM OF UNDERSTANDING
BETWEEN JEFFERSON COUNTY & TOWN OF LAKE MILLS REGARDING THE
NORTH END BOAT LAUNCH IN LOWER ROCK LAKE COUNTY PARK**

This Memorandum of Understanding (“MOU”) is made by and between Jefferson County (“County”) and the Town of Lake Mills (“Town”) (collectively “Parties”) as authorized by Wis. Stat. §66.0301 regarding the North End Boat Launch located within the County’s Lower Rock Lake Park (the “property”):

WHEREAS, the County is the owner of Lower Rock Lake Park, located wholly within the boundaries of the Town of Lake Mills; and within Lower Rock Lake Park there exists a Town right-of-way known as Park Lane Road which runs parallel to the Rock Lake shoreline; and

WHEREAS, the Town has historically managed the North End Boat Launch located adjacent to its Right-of-Way and within the County’s Lower Rock Lake Park and the Town has collected and retained all launch fees from this and two other boat launches on Rock Lake; and

WHEREAS, the County at the request of the Town, has been asked to consider allowing a Boat Launch reconstruction and improvement project to be completed on the North End Boat Launch located within Lower Rock Lake Park (the "Project"); and

WHEREAS, the Town is eligible for funding for the Project through the Recreational Boating Facilities Grant Program administered by the Wisconsin Department of Natural Resources; and

WHEREAS, because the improvements to be completed for this Project as set forth in Exhibit A will occur within the County’s Lower Rock Lake Park property, an intergovernmental agreement between the County and Town setting forth the rights and responsibilities of the Parties is necessary;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the County and the Town agree as follows:

1. Authority.

1.1. Statutory Authority. The Parties have authority to enter into this MOU pursuant to Wisconsin Statutes § 66.0301(2).

1.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party’s governing body or code, to enter into this MOU and to bind the Party validly and legally to all terms herein.

1.3 Incorporation of Recitals. The recitals above are true and correct and incorporated herein in their entirety.

2. County’s Responsibilities.

2.1. The County will be responsible for completing routine maintenance and annual work related to the County’s Lower Rock Lake Park property. Examples include but are not limited to, lawn-mowing, garbage removal, and routine grounds care, etc.

2.2 The County shall have authority to review, comment, and approve the construction plans and specifications for the subject Project prior to initiation of project bidding, contract award and the subsequent field work. The County will cooperate with the Town in obtaining any needed permits for the Project.

2.3 The County shall review and approve expenditures from the North End Boat Launch segregated account, including all expenditures related to the subject Project and work with the Town to create an annual work plan for approved expenditures as outlined in exhibit B (Use of Boat Launch Fees under Wisconsin Law).

3. Town’s Responsibilities.

3.1. The Town will make application for the Recreational Boating Facilities Grant Program and shall be solely responsible for all unfunded costs associated with Project, including but not limited to, design, permitting, construction, restoration of the area post-construction, and maintenance. Said expenditures may be paid from the North End Boat Launch segregated account.

3.2 The Town shall maintain its right-of-way, including all road maintenance and repair, snow removal, etc.

3.3 The Town will also be responsible for the annual installation, removal, and maintenance of the piers and other launch structures and signage.

3.4 The Town will continue to collect user fees for the North End Boat Launch and shall retain all funds collected in a segregated account in accordance with Wisconsin Law. The Town shall provide the County with an annual accounting of all funds collected no later than December 31st each year. All expenditures from the North End Boat Launch segregated account shall be outlined in an annual work plan, mutually agreed upon by the County and the Town at the beginning of each budget year.

3.5 The Town will provide Law Enforcement services to ensure user compliance with permits, fees, and posted Park launch rules.

4. Term.

4.1. Initial Term. The term of this Agreement shall be 20 years, the useful life of said Project. This Agreement shall continue and be renewable after 20 years, as long as the Project exists and is maintained for public outdoor recreation use.

4.2 Early Termination. Either party may terminate this Agreement with six (6) months written notice to the other party. If this Agreement is terminated early, the County shall comply with all requirements of any grant funds received by the Town for improvements upon County property. Additionally, all funds remaining in the segregated North End Boat Launch account at the time of termination shall be transferred to the County who shall continue to maintain the subject property.

4.3. Amendments. Revisions or amendments to this MOU may be reassessed on an annual basis, but any changes must be in writing and approved by both Parties

5. Notices. All notices required under this MOU shall be provided to:

To Town of Lake Mills: Town Clerk
Town of Lake Mills
1111 South Main Street
Lake Mills, WI 53551

With courtesy copy which shall not constitute notice to:

[ATTORNEY]

To County of Jefferson: Benjamin Wehmeier
County Administrator
311 S. Center Avenue, C2033
Jefferson, WI 53549

With courtesy copy which shall not constitute notice to:

Danielle Thompson
Corporation Counsel
311 S. Center Avenue, C2020
Jefferson, WI 53549

6. Additional Provisions.

6.1 Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this MOU.

6.2 No Waiver. Any failure of a Party to assert any right under this MOU, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this MOU, or any of this MOU's provisions.

6.3 Governing Law. This MOU, and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this MOU shall be exclusively in Jefferson County for matters arising under state law and in federal district court in the Western District of Wisconsin for matters arising under federal jurisdiction.

6.4 No Third-Party Beneficiary. No provision in this MOU is intended to create or shall create any rights with respect to the subject matter of this MOU in any third party, including but not limited to members of the general public.

6.5 Headings. The captions and headings of paragraphs and sections in this MOU are for convenience of reference only and shall not be construed as defining or limiting the terms and provisions in this MOU.

6.6 Severability. If any provision of this MOU shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this MOU in that jurisdiction or the validity or enforceability of any provision of this MOU in any other jurisdiction.

6.7. Survival. The terms of this MOU and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the MOU survive the MOU and will continue to be enforceable.

6.8. Counterparts. This MOU may be executed in multiple parts. Signatures to this MOU transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

SIGNATURES APPEAR BELOW:

The Parties have executed this MOU as on the dates set forth below:

COUNTY OF JEFFERSON

BY: _____
Benjamin Wehmeier, County Administrator

Dated this ____ day of _____, 2024

Approved as to Form and Execution:

Danielle Thompson, Corporation Counsel

Dated this ____ day of _____, 2024

TOWN OF LAKE MILLS

BY: _____
Thomas Buechel, Chairman

Dated this ____ day of _____, 2024

Attested to:

Robin Untz, Town Clerk

Dated this ____ day of _____, 2024

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 July 18, 2024, 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

R4545A-24, R4546A-24, R4547A-24, and R4549A-24

DATED THIS TWENTY-NINETH DAY OF JULY 2024

Blane Poulson, Secretary

THE PRIOR MONTH'S AMENDMENTS

R4542A-24 and R4543A-24

ARE EFFECTIVE UPON PASSAGE BY COUNTY BOARD, SUBJECT TO WIS.
STATS. 59.69(5)

ORDINANCE NO. 2024: _____

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 R4545A-24, R4546A-24, R4547A-24 and R4549A-24 were referred to the Jefferson County Planning and Zoning Committee for public hearing on July 18, 2024, and

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

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

From A-1 Exclusive Agricultural to A-3 Agricultural and Rural Residential

Rezone 1.6-acres to be added to existing 2-acre A-3 lot for total lot size of 3.66 acres at W2245 County Road B in Town of Concord, parcel #006-0716-1813-005. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. Rezoning is conditional upon receipt of and recording of the final certified survey map. R4545A-24 Chris Heinecke

Rezone to create a 3.3-acre lot around existing residence and farm buildings as a farm consolidation at W4178 State Road 106, Town of Hebron, from parcel 010-0615-3214-000. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. R4546A R&W Ventures LLC

Request to create three – 2.0 acre lots at W4178 State Road 106, Town of Hebron, from parcel 0110-0615-3214-000. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. Rezoning is conditional upon receipt of and recording of the final certified survey map, receipt of suitable soil test, access approval of maintaining authority and filing of affidavit of zoning status on remaining lands. R4547A R&W Ventures LLC

Rezone to create a 1.1-acre residential lot along Schwemmer Lane in the Town of Koshkonong, from parcel 016-0514-1733-000. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. Rezoning is conditional upon receipt of and recording of the final certified survey map, receipt of suitable soil test, access approval of maintaining authority, extraterritorial plat review, agricultural access location, approval and easement on Lot 1, if necessary and filing of affidavit of zoning status on remaining lands. R4549A-24 Daniel & Melanie Dunkelberger

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.

Fiscal Note: Passage of this Ordinance has no immediate fiscal impact.

Referred By:
Planning and Zoning Committee

08-12-2024

REVIEWED: Corporation Counsel DHT Finance Director 

APPOINTMENTS BY COUNTY ADMINISTRATOR

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

- a. Christopher Ruetten, Surveyor, to the Land Information Council for an indeterminate term.

AYES _____ NOES _____ ABSTAIN _____ ABSENT _____

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 appointment:

- b. Tracy Hameau – Emergency Management Director for an indeterminate term.

AYES _____ NOES _____ ABSTAIN _____ ABSENT _____