

AGENDA

*REVISED 03-07-2025

JEFFERSON COUNTY BOARD MEETING

TUESDAY

MARCH 11, 2025

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**

- a. Roll Call by County Clerk

2. **PLEDGE OF ALLEGIANCE**

3. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETINGS LAW**

4. **APPROVAL OF THE AGENDA**

5. **APPROVAL OF FEBRUARY 11, 2025 MEETING MINUTES**

6. **COMMUNICATIONS**

- a. Notice of Public Hearing – Planning and Zoning – March 27, 2025 (Page 1)
b. Annual Report – Lake Ripley Management District – Meg Turville-Heitz (Page 3)
c. *Annual Report – Blue Spring Lake Management District | Lower Spring Lake Protection & Rehabilitation District – John Kannard (Page 5)
d. Treasurer’s Monthly Report (addendum)

7. **PUBLIC COMMENT (agenda items)**

8. **SPECIAL ORDER OF BUSINESS**

- a. Overview of 2024 financial results and proposed 2025 budget amendment update
b. *Proclamation – Proclaiming April 13-19, 2025 as National 9-1-1 Telecommunicator Week (Page 6)

COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES

9. **EXECUTIVE COMMITTEE**

- a. Resolution – Urging Governor Evers and the Wisconsin Legislature to Support the County Courts (Page 7)
b. Resolution – Authorizing the Execution of Intergovernmental Agreement with City of Watertown for Right-of-Way Permit Review Services for Broadband Expansion Project (Page 9)

10. **FINANCE COMMITTEE**

- a. Resolution – Authorizing budget amendments to offset fiscal year 2024 departmental deficits (Page 16)
b. Resolution – Authorizing year-end requests to carry over budget appropriations from fiscal year 2024 to fiscal year 2025 and amending the 2025 budget (Page 17)

11. **HUMAN RESOURCES COMMITTEE**

- a. Ordinance – Amending HR0360 Hours of Work, Overtime, and Compensatory Time and HR0645 Holidays (Page 19)

12. **PLANNING AND ZONING COMMITTEE**

- a. Report (Page 26)
b. Ordinance – Amending Official Zoning Map (Page 27)

13. **COUNTY ADMINISTRATOR SEARCH COMMITTEE**

- a. *Resolution – Appointing Michael Luckey County Administrator for an indeterminate term. (Page 29)

14. **PUBLIC COMMENT** (General)

15. **ANNOUNCEMENTS**

16. **ADJOURN**

NEXT COUNTY BOARD MEETING

TUESDAY, APRIL 15, 2025

4:00 P.M.

NOTICE OF PUBLIC HEARING
JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE
George Jaeckel, Chair; Steve Nass, Vice-Chair; Blane Poulson, Secretary; Matt Foelker; Cassie Richardson

SUBJECT: Map Amendments to the Jefferson County Zoning Ordinance and Requests for Conditional Use Permits
DATE: Thursday, March 27, 2025
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: March 27, 2025, at 07:00 PM Central Time (US and Canada)
Meeting ID: 856 6292 4252
Passcode: Zoning

Register in advance for this meeting:

<https://us06web.zoom.us/meeting/register/tp4g3M26TtCHOJOvLHQvXQ>

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, March 27, 2025, 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 on Conditional Use Permits will be made on **March 31, 2025**

Recommendations by the Committee on Rezones, will be made on **March 31, 2025**

Final decision will be made by the County Board on **April 8, 2025**

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

All are in accordance with ss. 22-304 – 22.310 of the Jefferson County Zoning Ordinance

R4588A-25 & CU2152-25 – Arthur Krueger Trust: Rezone 7.6-acres from A-1 to A-2 to allow for existing salvage yard at **W1955 State Road 16** in Town of Ixonia, PIN 012-0816-1731-000 (33.110 ac) and 012-0816-1734-000 (40.0 ac.).

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

All are in accordance with ss. 22-339 – 22.350 of the Jefferson County Zoning Ordinance

R4589A-25 – B&B Trust: Rezone from A-1 to A-3 to create a 1-acre lot farm consolidation around the house at **W1281 Sunnyside Drive** in the Town of Concord, PIN 006-0716-2733-000 (45.802 ac).

R4590A-25 – David Rehm: Rezone from A-1 to A-3 to create a 3.5-acre lot around the house and buildings and a 2.0-acre lot at **N9650 Dewey Road** in the Town of Ixonia, PIN 012-0816-0411-000 (30.350 ac).

R4591A-25 – Barry & Pauline Stephan: Rezone from A-1 to A-3 to create a 2-acre residential lot at **N4062 County Road E** in the Town of Sullivan, PIN 026-0616-1422-005 (31.965 ac).

R4592A-25 – Helen M Weihert: Rezone from A-1 to A-3 to create a 2-acre residential lot north of **N8817 West Road** in the Town of Watertown, PIN 032-0814-1521-000 (30.0 ac).

FROM A-1 EXCLUSIVE AGRICULTURAL & R-2 RESIDENTIAL-UNSEWERED TO A-3, AGRICULTURAL/RURAL RESIDENTIAL

All are in accordance with ss. 22-339 – 22.350 of the Jefferson County Zoning Ordinance

R4593A-25 – Eric Gustafson: Rezone .11 acres from A-1 to A-3 from PIN 026-0616-2843-002 (9.899) and from R-2 to A-3 from PIN 026-0616-2843-003 (.522 ac) and 026-0616-2743-004 (.421 ac) to be combined into an approximate 1-acre lot at **N2874 Roger Road** in Town of Sullivan, PIN 026-0616-2843-003 (.522 ac).

A-2, AGRICULTURAL AND RURAL BUSINESS TO A-3, AGRICULTURAL/RURAL RESIDENTIAL WITH CONDITIONAL USE

All are in accordance with ss. 22-339 – 22.350 of the Jefferson County Zoning Ordinance

R4594A-25 & CU2153-25 –Arthur Krueger Trust: Rezone 1.1-acres from A-2 to A-3 to allow the existing duplex located at **W1951/W1953 State Road 16** in Town of Ixonia, PIN 012-0816-1731-000 (33.110 ac).

CONDITIONAL USE PERMIT APPLICATIONS

All are in accordance with ss. 22-581 – 22.587 of the Jefferson County Zoning Ordinance

CU2154-25 – Beer Cave Properties LLC: Conditional Use to allow for a barndominium in a B-zone to store concession equipment and supplies, management offices and sleeping quarters at **N4976 Business 26** in the Town of Aztalan, PIN 002-0714-3543-001(28.207 ac).

CU2155-25– Gallitz Trust: Conditional Use to allow for a mineral extraction mining operation in an A-1-zone at **N6131 County Road Y** in the Town of Farmington, PIN 008-0715-1922-001 (25.630 ac).

CU2156-25 – Anthony &Angela Caminata: Conditional Use to allow for a 1360 sq. ft., 16 ft. high extensive on-site storage structure in a R-2 zone at **N3729 Riverside Lane** in the Town of Jefferson, PIN 014-0614-1443-012 (1.170 ac).

CU2157-25 – Brummond Trust: Conditional Use to allow for a 1300 sq. ft., less than 18 ft. high extensive on-site storage structure in a R-1 zone at **N6959 Lake View Rd** in the Town of Lake Mills, PIN 018-0713-0233-023 (.344 ac).

CU2158-25– CRW Company LLC: Conditional Use to allow for a landscape supply business in a C-zone at **N7008 Rock Lake Road** in the Town of Lake Mills, PIN 018-0713-0233-030 (1.454 ac).

CU2159-25 – David H Gorton: Conditional Use to allow for a 4500 sq. ft., 18 ft. high extensive on-site storage structure in a R-2 zone at **N8446 Pleasant Valley Lane** in the Town of Watertown, PIN 032-0815-2422-001 (2.923 ac).

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 accommodation 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.

2024 Annual Report of the Lake Ripley Management District

Jan to Dec 2024

By Meg Turville-Heitz, District 16 Supervisor

The Lake Ripley Management District's mission is to protect and enhance Lake Ripley's water quality and overall ecological health, while maintaining public access and use of the lake that is safe, fair and practical. The board is made up of district residents elected during the annual meeting, a town board appointee, and a county board appointee. The district has a full-time Lake District Manager, Lianna Spencer, and several part time and seasonal employees who conduct various tasks in maintaining the Lake District Preserve, monitoring water quality, providing boater education, and operating the weed harvester.

In 2024 the Lake Ripley Management District held 11 Saturday morning meetings including the annual meeting, in every month but November, plus one special meeting in December to consider the purchase of property. I was excused from two of these meetings.

- In November, Enbridge reported a spill of about 2 gallons to the DNR's spills hotline from Line 6B. A few days later, the amount of the spill was increased to 126 gallons. In December, the company reported that almost 70,000 gallons had leaked over a long period of time due to a leaky gasket, making it possibly the largest spill in Wisconsin history. The spilled material (reportedly crude oil) was in contact with groundwater and Enbridge reported retrieving 6000 gallons of product from water used to flush the spill area. Enbridge reported the spill approximately 60 percent cleaned up. The District Manager met multiple times with Enbridge and collected water quality samples from the inlet creek, which runs only a few yards from the closest detection of product in the soil/groundwater. This issue remains ongoing as Enbridge works with DNR, the Lake District, Town of Oakland and Jefferson County on parameters for monitoring and cleanup.
- Artificial wake enhancement has been an issue on the lake and a contributor to excessive "prop chop," turbidity, and shore erosion. At the urging of the District, the Town of Oakland board passed an ordinance, approved by DNR, that limits the use of wake enhancement features of boats using Lake Ripley. The end of season Clean Lakes Clean Water report noted that there had been a 60% reduction in the use of wake boats, from 156 to 62 reported during the monitoring season, likely attributable to the ordinance.
- The district is dealing with a number of areas of intense erosion and a heavy rate of sediment entering the lake through the inlet stream, much of that sediment coming from upstream areas that are largely agricultural. Using cost-share from the District, the District funded several projects to help manage erosion on private property around the lake. The Lake Manager has been urging the Jefferson County to create erosion control and post-construction stormwater/erosion control ordinances, especially to help manage erosion that occurs outside of the shoreland/wetland zones, but flows to the lake. There is some special concern for several proposed and planned housing developments in the watershed.
 - The District conducted a successful native plant sale, with 1,736 plants ordered.
 - The District has contracted with Stantec to plan a stream and wetland restoration project for the inlet stream, which runs through the Lake District Preserve, to help mitigate high levels of sediment entering the lake from agricultural areas upstream of the preserve.

- The District worked with road construction crews and the Town of Oakland to ensure proper construction, protection and orientation of the culverts/ditches for stormwater runoff and the outlet stream under Park Road, which was re-constructed.
- Chloride monitoring shows a reduction in chloride in runoff since the town switched to using brine more than salt on the roads.
- The Board continues to seek, and save for, a property to better house the district and its equipment and has considered several options for improving space. Thus far none have panned out.
- The Board approved salary increases for seasonal staff. The District established an electronics policy, including rules on communications and new government email addresses for District commissioners, following an open records request; the board updated bylaws to reflect changes in state codes.
- The District's Critical Habitat Designation to protect an area of the lake that serves as a spawning and rearing area for fish has been finalized after more than a decade. The shape files are mapped online here: <https://dnrmaps.wi.gov/H5/?Viewer=SWDV> and the report is located here: <https://apps.dnr.wi.gov/lakes/criticalhabitat/Project.aspx?project=10419305>
- The district completed its phragmites (an invasive plant species) grant for the southeast side of Lake Ripley and will continue to monitor the area. Density is reduced and much improved.
- The DNR set up a project for long-term trend monitoring of zebra mussels in the lake.
- Sampling of the lake for perchlorate, the main chemical in fireworks, was conducted over the July 4th weekend for a Texas Tech research project evaluation the impact of fireworks on water quality.
- The Board approved several contracts to help with Lake District Nature Preserve burns and invasive species removal including removal of box elder thickets and reed canary grass.
- The Town enacted an erosion control ordinance in consultation with the Lake District.
- The Board approved a bid to remove the wetland boardwalk, which was unstable, from the preserve.

2024 Annual Report for Blue Spring Lake Management District
By John Kannard, Supervisor District 21

I have attended 9 meetings.

Major work of the body as follows:

- A) Dam repairs
- B) Aquatic plant management
- C) Wake Boat Ordinance

2024 Annual Report for Lower Spring Lake Protection & Rehabilitation District

By John Kannard, Supervisor District 21

I have attended 3 meetings.

Major work of the body as follows:

- A) Aquatic plant management
- B) Weed harvester operation
- C) Winter drawdown

Respectfully Submitted,
John Kannard

PROCLAMATION 2024- _____

**Proclaiming April 13 – 19, 2025 as
National 9-1-1 Telecommunicator Week**

WHEREAS, 9-1-1 is nationally recognized as the number to call in an emergency to receive immediate help from police, fire, emergency medical services, or other appropriate emergency response entities, and

WHEREAS, The Jefferson County Sheriff’s Office 911 Communication Operators are the first line of communication, and the most critical point of contact Jefferson County residents and visitors have with emergency services, and

WHEREAS, 9-1-1 Communication Operators are responsible for the safety of our police officers, firefighters, and EMS who are dependent upon the quality and accuracy of the information obtained from individuals who contact communications centers, and

WHEREAS, Jefferson County Sheriff’s Office 911 Communication Operators serve as the most important link of service between our police, firefighters, and EMS by monitoring their activities by radio and computer, providing them information and ensuring their safety, and


WHEREAS, Jefferson County Sheriff’s Office 911 Communication Operators have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients through their commitment and dedication to public safety, and

WHEREAS, Jefferson County Sheriff’s Office 911 Communication Operators have exhibited compassion, understanding, professionalism and the ability to work under extreme pressure during the performance of their duties.

NOW, THEREFORE, BE IT PROCLAIMED by the Jefferson County Board of Supervisors that April 13th – 19th, 2025 is hereby recognized as National 9-1-1 Public Safety Telecommunicators Week and all government officials, parents, teachers, school administrators, caregivers, business leaders, non-profit organizations, and the people of Jefferson County to observe this week with training, events, and activities to educate the public on 9-1-1 and its services.

Referred By:
Interim County Administrator

03-11-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director: 

RESOLUTION NO. 2024-____

**Urging Governor Evers and the Wisconsin Legislature
to Support the County Courts**

Executive Summary

This resolution urges the state to address the financial disparity between the costs of running Circuit Courts in Wisconsin and the state's contribution to those costs. In 2023, Wisconsin Counties spent \$237 million on Circuit Courts, with the state contributing only \$28 million, or 12% of the actual costs. Over the past decade, the county portion of court costs has significantly outpaced the increase in state funding. Jefferson County, recognizing this imbalance, supports efforts by the Wisconsin Clerks of Circuit Court Association and the Wisconsin Counties Association to request a \$70 million increase in the Circuit Court Cost Appropriation in the 2025/27 Wisconsin State Budget.

This resolution calls for the passage of this funding increase and directs a copy of this resolution be sent to Governor Evers and all state legislators representing Jefferson County. The Executive Committee supported this resolution at its meeting on February 26, 2025, and recommended forwarding it on to the County Board for approval.

WHEREAS, in 2023, the total cost to Wisconsin Counties for running all Circuit Courts was \$237 million. At the same time, the Court Support funding from the state to counties was \$28 million, 12 percent of the actual cost to run the local courts, and

WHEREAS, the Circuit Court system is intended to be a state-county partnership, and

WHEREAS, the state's fiscal responsibilities include Judges, Court reporters, CCAP equipment, and the Circuit Court Cost Appropriation, and

WHEREAS, the Counties are fiscally responsible for the majority of other functions of the court, including, but not limited to the following: bailiffs and court security officers, courthouse building maintenance, phones and utilities, Clerk of Court and Register in Probate, staff salaries and benefits, jury costs, psychological exams, guardians ad litem and court-appointed attorneys, expert witnesses, interpreters and translation fees, court commissioners, law libraries, corporation counsel, courtroom technology and audio visuals, copying machines and other non-CCAP office technology, office supplies, furniture, recruitment and training, financial collection efforts, mail fees, printing costs, exhibit and file storage, access to state data, insurance, service of court documents, judicial staff attorneys, and equipment repair, and

WHEREAS, over the last 10 years, the increase in the county portion of cost to run the courts is nearly six times higher than the increase in Circuit Court Cost Appropriations provided to cover these costs, and counties now pay almost \$150,000,000 more than the state in unbalanced Circuit Court costs.

NOW THEREFORE, BE IT RESOLVED by the Jefferson County Board of Supervisors that Jefferson County joins the Wisconsin Clerks of Circuit Court Association (WCCCA) and the Wisconsin Counties Association (WCA) in their efforts to increase the Circuit Court Cost Appropriation by \$70 million payable to Wisconsin Counties in each year of the 2025/27 Wisconsin State Budget.

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage and publication and a copy be sent to Governor Evers and all Wisconsin State Legislators representing Jefferson County.

Fiscal note: The fiscal impact of this resolution is not immediately determinable.


Strategic Plan Reference: YES



Transformative Government: Create a sustainable financial future; Strengthen internal, intergovernmental, and community partnerships

Referred By:
Executive Committee

03-11-2025

Reviewed by: Corporation Counsel: DHT Finance Director: 

RESOLUTION NO. 2024-__

Authorizing the execution of Intergovernmental Agreement with City of Watertown for Right-of-Way Permit Review Services for Broadband Expansion Project

Executive Summary

Jefferson County has been working with internet service providers, including Bug Tussel Wireless, to facilitate the expansion of broadband infrastructure in unserved and underserved areas throughout Jefferson County. A portion of the Bug Tussel Wireless fiber project is located within the City of Watertown and therefore requires permitting from Watertown to construct, operate and maintain utilities within the right-of-way. The City of Watertown's right-of-way permitting process is cost-prohibitive for the developer due to Watertown's need to hire private consultants to review the permit request.

Jefferson County, the City of Watertown, and Bug Tussel Wireless have discussed avenues to move this project forward. These discussions have culminated in a proposed Intergovernmental Agreement which provides for Jefferson County's engineering staff's assistance in reviewing right-of-way permits for this project. This will allow the City of Watertown to avoid the costs of a private consultant and keep permit fees down.

This resolution authorizes the County Administrator to negotiate, finalize and execute an Intergovernmental Agreement with the City of Watertown for Right-of-Way Permit Review Services for the Bug Tussel Wireless fiber project. The Executive Committee considered this resolution at its meeting on February 26, 2025, and recommended forwarding to the County Board for approval.

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

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

WHEREAS, the County employs engineering staff who are available to provide cost-effective permit review services on behalf of Watertown to facilitate the completion of the Bug Tussel Wireless fiber project, and

WHEREAS, completion of the Bug Tussel Wireless broadband expansion project is in the interest of Jefferson County residents.

NOW THEREFORE, BE IT RESOLVED, the Jefferson County Board of Supervisors authorizes the County Administrator to negotiate, finalize and execute an Intergovernmental Agreement with the City of Watertown to provide for Right-of-Way Permit Review services for the Bug Tussel Wireless fiber project.

Fiscal Note: Staff costs for the engineering review are already included in the 2025 budget. No budget adjustment is necessary. 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

Transformative Government: Strengthen internal, intergovernmental, and community partnerships

Referred By:
Executive Committee

03-11-2025

REVIEWED: Corporation Counsel:

Finance Director: 

Intergovernmental Agreement for
Right-of-Way Permit Review Services

This Intergovernmental Agreement for Right-of-Way Permit Review Services (“Agreement”) for the City of Watertown is made as of _____, (the “Effective Date”) by and between the County of Jefferson, Wisconsin (hereafter “Jefferson County”) and the City of Watertown, Wisconsin (hereafter “Watertown”), collectively, “Parties”, for the provision of permit review services for the Bug Tussel Wireless fiber optic construction project.

WHEREAS, Jefferson County has been working with internet service providers, including Bug Tussel Wireless, to facilitate the expansion of broadband infrastructure in unserved and underserved areas throughout Jefferson County; and,

WHEREAS, a portion of the Bug Tussel Wireless fiber optic project is located within the City of Watertown and therefore requires permitting from Watertown to construct, operate and maintain utilities within the right-of-way; and,

WHEREAS, Watertown’s right-of-way permitting process is cost-prohibitive for the developer due to Watertown’s need to hire private consultants to review the permit request; and

WHEREAS, Jefferson County employs engineering staff who are available to provide more cost effective permit review services on behalf of Watertown to facilitate the completion of the project and it is in the interest of Jefferson County residents that the project be completed; and

NOW, THEREFORE, in consideration for good and valuable consideration the sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. Authority.

1.1. Statutory Authority. The Parties to this Agreement are authorized by law to enter into intergovernmental agreements for the receipt or furnishing of services pursuant to Wis. Stat. §66.0301.

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 Agreement and to bind the Party validly and legally to all terms herein.

2. Term. The Term of this Agreement shall commence on the Effective Date and continue until completion of the services as set forth herein.

3. Cost. There shall be no cost for Watertown to pay Jefferson County for services rendered pursuant to this Agreement.

4. Obligations of Jefferson County.

4.1. Plan Review. Jefferson County shall review the proposed fiber optic route outlined in Staking Package for Bug Tussel Wireless’s “FTTH Ixonia Build” to minimize conflict with Watertown’s water and sewer utilities located within the project area. Any utilities not owned by the City of Watertown shall be outside the scope of the County’s review. Any future packages will be outside the scope of this Agreement.

4.2. Report. Following review of the proposed fiber optic route, Jefferson County shall issue a report to Watertown with its recommendations regarding permit issuance.

5. Obligations of Watertown.

5.1. Data. Watertown shall provide Jefferson County with its GIS data showing the City-owned utilities located in the project area.

5.2. Permit Issuance. Upon receipt of Jefferson County’s report of the request, Watertown shall be responsible for the issuance of the necessary permit. Watertown retains final authority over the permitting process, except that as consideration for the review services provided by Jefferson County, the fee Watertown charges Bug Tussel Wireless for issuance of the required permit shall not exceed \$100.

5.3. Construction Oversight. Jefferson County’s obligations cease upon the issuance of its report as set forth in Section 4.2 above. Any necessary oversight of the construction project shall be the responsibility of Watertown.

6. Independent Contractor. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Jefferson will perform under this Agreement as an independent contractor to Watertown and not as a representative, employee, agent, or partner of Watertown.

7. Liability.

7.1. Hold Harmless, Indemnification & Release. Jefferson County shall not be liable to Watertown or any third party for injuries, expenses, or damages resulting from work undertaken pursuant to this Agreement. Watertown shall indemnify and hold harmless Jefferson County, including its officers, employees and agents, from all suits,

actions, claims or costs of any kind brought because of any injury or damage received or sustained by any person(s) or property on account of or related to this Agreement or because of any act or omission of Jefferson County or its officers, employees or agents.

7.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement 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.

7.3 All provisions set forth in Section 7 shall survive the termination or expiration of this Agreement.

8. Governing Law. This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement 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.

9. Notices. All notices required under this Agreement shall be provided to:

To City of Watertown: Mayor Emily McFarland
106 Jones Street
Watertown, WI 53094

With courtesy copy which shall not constitute notice to:

City Attorney Steven T. Chesebro
106 Jones Street
Watertown, WI 53094
schesebro@watertownwi.gov

To County of Jefferson: Michael Luckey
Interim 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

10. Additional Provisions.

10.1. 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 Agreement.

10.2. No Waiver. Any failure of a Party to assert any right under this Agreement, 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 Agreement, or any of this Agreement's provisions.

10.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

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

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

10.6. Severability. If any provision of this Agreement 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 Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

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

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

COUNTY OF JEFFERSON

BY: _____
Michael Luckey, County Administrator

Dated this ____ day of _____, 2025

Approved as to Form and Execution:

Office of Corporation Counsel

Dated this ____ day of _____, 2025

CITY OF WATERTOWN

BY: _____
Emily McFarland, Mayor

Dated this ____ day of _____, 2025

Approved as to Form and Execution:

Steven T. Chesebro, City Attorney

Dated this ____ day of _____, 2025

RESOLUTION NO. 2024-___

Authorizing budget amendments to offset fiscal year 2024 departmental deficits

Executive Summary

At year end, the County Administrator requests a budget transfer from contingency or general funds to offset department deficits. This resolution will authorize transferring \$27,509.76 from the contingency fund to various county departments due to expenditures in excess of appropriations in fiscal year 2024. The Finance Committee considered this resolution at its March 6, 2025, meeting and recommended forwarding to the County Board for approval.

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

WHEREAS, due to circumstances arising after the 2024 budget was adopted, the following transfers of funds from the contingency appropriation account are necessary as indicated to close the accounting books for 2024:

<u>Department</u>	<u>Org Code</u>	<u>Account Number</u>	<u>Deficit Amount</u>	<u>Source</u>
Central Services	11201	599999	\$ 9,451.08	Contingency
Emergency Management	12001	599999	8,674.62	Contingency
Planning and Zoning	12901	599999	1,109.78	Contingency
Treasurer	13201	599999	<u>8,274.28</u>	Contingency
Total			<u>\$ 27,509.76</u>	

WHEREAS, the Finance Committee recommends that the above expenditures in excess of appropriations be funded by increasing budgeted revenue and expenditures by \$27,509.76; and

NOW, THEREFORE, BE IT RESOLVED that the aforementioned increases in revenues and expenditures and transfers of funds are hereby approved and the 2024 budget is amended to reflect the same.

Fiscal Note: Jefferson County ended the 2024 fiscal year with \$429,999.38 in unallocated contingency funds. This resolution reduces the unallocated contingency budget to \$402,489.62.

Central Services: *Staff turnover and subsequent leave payouts overspent the department’s budget.*

Emergency Management: *Staff turnover and subsequent leave payouts overspent the department’s budget.*

Planning and Zoning: *Clean Sweep and Household Hazardous Waste program expenses were higher than expected during 2024.*


Treasurer: *Unanticipated expenses related to the foreclosure of the Tyson property have caused the Treasurer’s department to exceed its budget.*

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

Strategic Plan Reference: None

Referred By:
Finance Committee

03-11-2025

REVIEWED: Corporation Counsel: DHT; Finance Director: 

RESOLUTION NO. 2024-_____

Authorizing year-end requests to carry over budget appropriations from fiscal year 2024 to fiscal year 2025 and amending the 2025 budget

Executive Summary

At year end, departments are requested to submit carryover requests for funds that are unspent. If the County Administrator approves the request, it is reviewed by the Finance Committee and acted on by the County Board for approval. There is a total of \$46,773,757.21 proposed to be carried over from fiscal year 2024 to fiscal year 2025, and of this amount, \$21,935,422.21 requires County Board approval. The Finance Committee recommends that funds of \$21,935,422.21 be carried over from fiscal year 2024 to fiscal year 2025.

The Finance Committee considered this resolution at its March 6, 2025, meeting and recommended forwarding to the County Board for approval.

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

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

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

<u>Fund</u>	<u>Requested</u>	<u>Amount</u>
Governmental funds	Non-spendable	\$ 3,210,135.33
Governmental funds	Spendable, restricted	4,205,340.87
Governmental funds	Spendable, committed	<u>7,479,005.45</u>
Governmental funds	Total	<u>\$ 14,894,481.65</u>
Proprietary funds	Capital net position	\$ 21,628,199.67
Proprietary funds	Restricted net position	0.00
Proprietary funds	Non-restricted net position	<u>10,251,075.89</u>
Proprietary funds	Total	<u>\$ 31,879,275.56</u>

WHEREAS, the Finance Committee recommends certain funds be designated as non-lapsing for fiscal year 2025 in the amounts listed above, and

NOW, THEREFORE, BE IT RESOLVED that the funds in the accounts identified in the Finance Committee minutes of March 6, 2025, and referenced above, totaling \$46,773,757.21, are designated as non-lapsing in the 2024 budget and carried over to the 2025 departmental budgets which are hereby amended in the respective amounts.

BE IT FURTHER RESOLVED the appropriations for operational costs, projects and plans through fund balance, proceeds from sale of County property and opioid settlement funds as provided in the Executive Summary and the attachment hereto hereby amends the 2024 budget accordingly.

Fiscal Note: The committed, restricted, and non-restricted amounts disclosed above require Board approval to be carried forward into the 2025 budget. This resolution authorizes the Finance Director to make the necessary budget adjustments to enact the resolution. As a budget amendment, this resolution requires twenty (20) of thirty (30) affirmative votes for passage.


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

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

Strategic Plan Reference: None

Referred By:
Finance Committee

03-11-2025

REVIEWED: Corporation Counsel: DHT; Finance Director: 

ORDINANCE 2024-_____

Amending HR0360 Hours of Work, Overtime, and Compensatory Time and HR0645 Holidays

Executive Summary

The current Personnel Ordinance HR0360, “Hours of Work, Overtime, and Compensatory Time.” and HR0645, “Holiday Pay,” outline specific provisions for paid holidays. The purpose of this ordinance is to amend Sections HR0360 and HR0645 of the Personnel Ordinance to provide non-exempt employees who are required to work on designated holidays with compensation at one and one-half (1.5) times their regular hourly rate. These amendments will provide competitive and fair compensation for employees required to work on a designated County holiday. The Human Resources Committee supported this amendment at their meeting on January 21, 2025, and recommending forwarding it to the County Board for consideration and approval.

NOW, THEREFORE IT BE ORDAINED by the Jefferson County Board of Supervisors that Section HR0360, “Hours of Work, Overtime, and Compensatory Time” and HR0645, “Holiday Pay” of the Personnel Ordinance be amended as follows:

Section 1:

HR0360, HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME is amended as follows:

- A. Exempt Employees. State and federal law do not require an employer to make overtime or compensatory time available to exempt employees, as defined by law. Compensatory time for exempt employees is not intended to provide any compensation in addition to established salaries. Rather, it is a means of providing greater flexibility in scheduling work hours for exempt, salaried employees.
 - 1. Random Hour Exempt Employees. In lieu of other compensation for work in excess of 40 hours per week, Department Heads, Attorneys (such as Circuit Court Commissioners, Assistant Corporation Counsels, Register in Probate/Attorney), the Sheriff’s Chief Deputy, and the Undersheriff shall receive 40 random hours off per year. Random hours not used by the end of a calendar year shall be forfeited. Random hours shall be prorated in the first and last year of employment based on actual time worked. Random hours for part-time employees for a full year shall also be prorated based on the budgeted annual salary for the full year, converted to an equivalent number of hours. [am. ord. 2008-24, 11/10/2008; am. ord. 2008-35, 02/10/09; am. ord. 2009-17, 10/27/2009; am. ord. 2011-21, 01/13/2011; am. 12/11/12, ord. 2012-20; ord. 2015-12, 08/11/15]
 - a. Exempt employees are expected to work whatever hours are necessary beyond the workweek to ensure that a complete and adequate job is done. [am. 3/13/12, ord. 2011-31]
 - b. Full-time persons receiving random days shall work eight (8) hours a day, Monday through Friday, primarily during regular business hours. [am. ord. 2007-31, 01/11/08]
 - c. Full-time employees working less than four hours a day, Monday through Friday, shall supplement worked time with paid-leave time such as sick, vacation, random, personal holiday, bringing total hours up to eight per day. Full-time employees working less than eight hours a day, but more than four hours a day, Monday through Friday, may supplement time

worked with paid-leave time, or may opt to flex the necessary time during the same Monday through Friday work week at their discretion. [am. ord. 2007-31, 01/11/08; am. Ord 2009-17, 10/27/2009]

- d. Any altered daily work schedule for department heads will be at the discretion of the County Administrator, and may be granted if the needs of the county allow for such alteration.
 - e. All time worked shall be recorded and reported to the Human Resources Department with each payroll. This includes any use of paid time off to fulfill the County's need to be accountable to the public, using 'exception notices' provided by the County.
2. **Other exempt employees. Other classified exempt employees who are not eligible for random hours are eligible to accumulate compensatory time in accordance with the provisions of this policy.**
- a. Exempt employees are expected to work whatever hours are necessary beyond the workweek to ensure that a complete and adequate job is done. [am. 3/13/12, ord. 2011-31]
 - b. Exempt compensatory time is accrued on an hour-for-hour basis for time worked in excess of 40 hours in a workweek.
 - c. Any altered daily work schedule from the assigned 40 hours per week will be at the discretion of the employee's department head, and may be granted if the needs of the department allow for such alteration.
 - d. Public Health Nurses and the WIC Project Director assigned to work as Clinical Instructors for nursing students shall receive a bonus equal to one dollar (\$1.00) for each hour spent by the employee with nursing students. [am. 3/13/12, ord. 2011-31; am. 12/09/14, ord. 2014-32]
 - e. There shall be no cash compensation for accrued exempt compensatory time at the time of termination. Exempt compensatory time may not be used to extend an employee's termination date.
 - f. Non-represented, exempt employees may accrue up to 120 hours of compensatory time on an hour-for-hour basis for actual hours worked over 40 hours per week. This bank may be replenished, but must be used by November 30 of each year, or is forfeited. An extension may be requested by November 15 of each year, subject to approval of the County Administrator. A request to carry over any compensatory time earned between November 15 and November 30 must be made to the Human Resources Department by December 10 subject to the County Administrator's approval. Compensatory time approved for carryover must be used by March 1 of the succeeding year. The County Administrator shall report compensatory time carryover approvals to the Human Resources Committee. [am. ord. 2006-35, 2/14/06; ord. 2006-30, 3/13/06]
 - g. Notwithstanding the foregoing or the amount of hour for hour compensatory time accumulated, a department head may limit use of compensatory time to a specified number of hours annually based on the needs of the department, or deny its use altogether when deemed necessary. [am. ord 2008-24, 11/10/2008]
 - h. All time worked shall be recorded and reported to the Human Resources Department with each payroll. This includes any use of paid time off, as well to fulfill the County's need to be accountable to the public, using 'exception notices' provided by the County.

B. Non-exempt Employees

- 1. Hours of Work. [am. 12/13/11, ord. 2011-21]
 - a. Employees' work hours are typically based on a 40-hour work week, with hours to be established by the department head to ensure that staff is available during business hours to assist the general public and clients the County serves. The core business hours at the Courthouse shall be 8:00 a.m. – 4:30 p.m., Monday through Friday, excluding holidays. No employee shall be guaranteed a minimum of 8 hours per day or

- 40 hours per week, depending on the operational or business needs of the department or County. [cr. 12/13/11, ord. 2011-21]
- b. Except for Communication Operators and full-time Cooks, employees scheduled to work 6 hours or more are allowed a one-half hour to an hour, unpaid lunch break, whenever feasible. [cr. 12/13/11, ord. 2011-21]
 - c. Employees scheduled to work eight (8) or more hours in a day may be allowed two 15-minute paid rest breaks, one per each half of the shift. Employees scheduled to work less than eight (8) hours in a day may be allowed one 15-minute paid rest break. [cr. 12/13/11, ord. 2011-21]
 - d. Rest breaks and lunch breaks shall not be used for late arrival or early departure purposes, nor shall they be combined in order to take longer break periods.
 - e. If circumstances require, a department head may modify the hours of work for an employee. If a modification greater than one hour before and/or one hour after the core hours is needed in excess of a week, it shall be approved by the County Administrator, not less than on an annual basis. [am. 12/13/11, ord. 2011-21]
 - f. Highway Employees: The core hours for the Highway department will be as follows: 7:00am – 3:30pm, Monday through Friday, with summer hours from 6:00am to 4:30pm, Monday through Thursday, beginning the week after Memorial Day through the week prior to Labor Day. The department head or designee may flex work hours up to one hour before and/or one hour after the core hours of work. In addition, the department head may adjust the core hours of work based on operational needs by posting the changes for employees, no less than 72 hours in advance. [cr. 12/13/11, ord. 2011-21]
 - g. Communication Operators. In lieu of the typical 40-hour work week, Communication Operators shall work a schedule consisting of five (5) days on followed by two (2) days off, followed by five (5) days on followed by three (3) days off. This rotation shall then repeat. [cr. 12/13/11, ord. 2011-21]
2. Overtime Compensation. Classified employees who are subject to the provisions of the Fair Labor Standards Act shall receive overtime compensation at the rate of one and one-half times the employee's regular hourly rate or accrue compensatory time at the rate of one and one-half hours for all hours actually worked over forty (40) hours in a workweek in accordance with the provisions of this policy. Non-exempt employees who are required/mandated to work on a designated holiday shall be compensated at one and one-half (1.5) times their regular hourly rate, regardless of total hours worked in the workweek. Except as follows, no employee may receive overtime compensation or accrue compensatory time during a work week in which compensatory time off, vacation, holiday or sick leave was used, unless actual work time is greater than 40 hours in a workweek. [am. 12/13/11, ord. 2011-21]
- a. Maintenance Workers, including Courthouse, Human Services, Parks and Fair. Maintenance staff required to respond to a public service emergency call-in shall be paid at one and one-half (1 ½) times the hourly rate, unless the call in is immediately preceding or following the employee's scheduled shift. All other hours shall be paid at the regular rate of pay unless required otherwise under provisions of the Fair Labor Standards Act. [cr. 12/13/11, ord. 2011-21]
 - b. Highway Employees. Any time worked outside of the employee's scheduled 8 hours of work (10-hours during the summer schedule), shall be paid at one and one-half (1 ½) times the hourly rate. [cr. 12/13/11, ord. 2011-21]
 - c. Fair Week. Section 13(a)(3) of the Fair Labor Standards Act provides an exemption from FLSA overtime provisions for certain situations for an establishment which is an amusement or recreational establishment. During the week prior to, the week of, and the week following, any employee devoting 100% of work time to the operation of the

County Fair is exempt from overtime, and all hours worked are paid at the regular rate of pay. [cr. 12/13/11, ord. 2011-21]

- d. Communication Operators. Any time worked outside of the employee's scheduled hours of work shall be paid at one and one-half (1 ½) time the hourly rate of pay. In addition, Communication Operators may substitute, or trade shifts, with co-workers. Section 7(p)(3) of the FLSA provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift. [cr. 12/13/11, ord. 2011-21]
3. **Holiday Premium Pay**. Non-exempt employees who are required/mandated to work on any of the nine (9) designated paid holidays shall receive one and one-half (1.5) times their regular hourly rate of pay for all hours worked on the on the holiday. This premium pay applies regardless of total hours worked in the workweek. Employees who are not required to work but choose to do so must receive prior approval from their department head and such work will be compensated under standard overtime provisions, if applicable. Employees already receiving one and one-half (1.5) times their regular rate of pay shall not be eligible for additional premium pay.
4. It is the policy of the County to avoid overtime work. Daily work schedules may be modified within the work week to accommodate workload fluctuations without accrual of compensatory time or payment of overtime. An employee shall work the hours prescribed by the employee's department head and shall work additional hours or overtime when directed to do so by the department head, manager or supervisor. Overtime shall be assigned within departments reasonably equally among the employees who normally do the work during their regular workday, whenever feasible. [am. 12/13/11, ord. 2011-21]
5. Employees must receive permission from the employee's immediate supervisor to work unscheduled additional hours, overtime or accrue compensatory time. Advance written approval may be required by the department head or authorized supervisor to use accumulated compensatory time. If compensatory time will be accrued for overtime hours worked in lieu of payment at the overtime rate, an understanding to that effect must be reached between the employee and the supervisor prior to the authorization to work overtime hours. [am. 12/13/11, ord. 2011-21]
6. When accrual of compensatory time is authorized, the following provisions shall apply:
 - a. Department heads shall have full responsibility and discretion for limiting the amount of compensatory time earned, providing it is equal to or less than the maximum established below. [cr. 12/13/11, ord. 2011-21]
 - b. An employee must have the appropriate department head's prior approval to use accumulated compensatory time. The dates when compensatory time off shall be granted shall be determined by agreement between the employee and the employee's department head.
 - c. Whenever possible, compensatory time is to be taken within thirty (30) days of the date it is earned and taken with the prior approval of the department head. The use of compensatory time must not conflict with the needs of the department. Under normal circumstances, it is expected that compensatory time be used on an on-going basis as the workload permits, and not as a vacation supplement or addition.
 - d. The maximum amount of compensatory time which may be accumulated is 160 f360time worked or 240 hours of compensatory time. An employee who has accrued the maximum number of hours of compensatory time may reduce the hours below the

- maximum by the use of time off and resume accrual of compensatory time. [am. ord. 2006-30, 3/13/06; am. 12/13/11, ord. 2011-21; am. 12/09/14, ord. 2014-32].
- e. Any employee may request all or a portion of the compensatory time earned to be paid out at any time during the year, providing it is paid out in the same year it was earned. Approval of a pay out of compensatory time request will require the approval of the department head and the Human Resources Director and shall not impose any disadvantage to the County. The maximum amount of accumulated compensatory time allowed shall be reduced by the number of hours paid out. [Ord. 2016-12, 10-11-16]
 - f. Any compensatory time not used by November 30 shall be paid on the next regular paycheck in December. On-call Intake Social Workers may request to carry over a maximum of 80 hours of compensatory time by November 30. The decision to authorize the carryover of compensatory time is at the discretion of the Human Services Director and in no case shall banked compensatory time exceed 240 hours. [cr. ord. 2014-32, 12/09/14; Ord. 2016-12, 10-11-16]
 - g. If employment is terminated, any unused compensatory time will be paid to the employee at the regular rate of pay at the time of termination, or the average of the rate of pay over the last three years, whichever is greater. [am. 12/13/11, ord. 2011-21; Ord. 2016-12, 10-11-16]
 - h. The department head or designee is responsible for completing permanent time records for all non-exempt staff and ensuring that appropriate records for paid time off are provided to Human Resources for both non-exempt and exempt staff. [Ord. 2016-12, 10-11-16]
7. On-Call Duty: An employee shall be on-call when given a cell phone or pager and being told they are on-call. An employee who is on-call will receive an additional one hundred twenty-five dollars (\$125.00) for a week (7 consecutive days) or fifteen dollars (\$15.00) for after hours Monday – Friday and twenty-five dollars (\$25.00) for Saturday or Sunday or a designated holiday. As an alternative, if mutually agreeable, an employee who is on-call may elect 5 hours of compensatory time for a week (7 consecutive days), or .6 hours Monday – Friday and one (1) hour for Saturday or Sunday or a designated holiday. [cr. 12/13/11, ord. 2011-21; am. 3/13/12, ord. 2011-31]
 8. Call-out: Any employee called into work at a time other than his/her regular schedule of hours, except where such hours are consecutively prior to or subsequent to the employee's regular schedule of hours, shall receive a minimum of two (2) hours pay at the regular rate of pay, unless otherwise required by law or ordinance, including HR0360 B.2.a. above. [cr. 12/13/11, ord. 2011-21; am. 3/13/12, ord. 2011-31]
 9. Shift Differentials and Premium Pay: [cr. 12/13/11, ord. 2011-21; am 04/16/2013, ord 2013-02; am 06/11/2013, ord 2013-07]
 - a. Communications Operators working the second shift shall receive ten cents (\$.10) per hour in addition to their regular rate of pay; employees working the third shift shall receive twenty (\$.20) cents per hour in addition to their regular rate of pay; employees working a swing shift shall receive twenty-five (\$.25) cents per hour in addition to their regular rate of pay. Communication Operators working in a Field Training Officer (FTO) capacity for four (4) hours or more will receive a thirty-five (\$.35) cents per hour shift differential for those hours. Effective January 1, 2015, Communication Operators working in a Field Training Officer (FTO) capacity for four (4) hours or more will receive two (\$2.00) dollars per hour shift differential for those hours. [cr. 12/13/11, ord. 2011-21; am. 11/12/14, ord. 2014-24]
 - b. Public Health. Full-time Public Health Technicians working in the jail receive seventy-five cents (\$.75) per hour in addition to their regular rate of pay. [cr. 12/13/11, ord. 2011-21; am. 3/13/12, ord. 2011-31; 12/09/14, ord. 2014-32]

- c. Whenever non-supervisory Highway employees are assigned to work as ‘temporary foreman’, such employees shall, for the duration of the assignment, receive an additional five percent (5%) of the employee’s regular rate. All work assignments will be approved by a department supervisor prior to being eligible for the additional compensation. [cr. 12/13/11, ord. 2011-21; am. 12/11/12, ord. 2012-20; am 04/16/2013, ord 2013-02]
- d. Highway employees assigned to work on roads where the speed limit is 65MPH shall receive hazardous duty pay equal to five percent (5%) of their regular rate of pay for actual hours worked. [cr. 12/13/11, ord. 2011-21]
- e. Effective December 30, 2012, Highway workers and Equipment Operators operating E1 equipment shall receive two dollars (\$2.00) per hour in addition to their regular rate of pay for all time operating E1 equipment. Highway workers and Equipment Operators operating E2 equipment shall receive one dollar (\$1.00) per hour in addition to their regular rate of pay for all time operating E2 equipment. This provision shall be reviewed upon implementation of an equipment certification process, no later than July 31, 2015. [am. 08-11-14, Ord 2014-17]
 - i. E1 Equipment: Backhoe, Grader, Dozer, Paver, Chip Spreader, Shoulder Machine.
 - ii. E2 Equipment: Rollers, Loader-Backhoe, End Loader, Drill Truck Operator, Hi-Lift Operator. (cr. 04/16/2013, ord 2013-02)
- f. Those employees currently classified as Equipment Operator shall retain that title and be assigned to Grade 4 on the pay scale. Whenever feasible, operation of equipment shall be assigned to an employee with the title of Equipment Operator. (cr. 04/16/2013, ord 2013-02)

Section 2: HR0645, HOLIDAYS is amended as follows:

- C. In lieu of the paid holidays above, Communications Operators, Cooks, and the Food Service Supervisor in the Sheriff’s Department, 9-month Seasonal Maintenance Workers in the Parks Department, and Intake/On-call Workers, Group Home Workers, and the Lueder Haus Supervisor at Human Services shall receive ten (10) floating holidays each year. Such days are to be taken at the discretion of the employee subject to the approval of the supervisor. If these employees, or any other non-exempt employees, are required to work on a designated holiday, they shall be compensated at one and one-half (1.5) times their regular hourly rate for all hours worked. Employees who have not used all of their holidays shall have them automatically paid out on the first pay period in January at the previous year’s rate in effect on December 31st. Holidays may be carried over into the new year upon approval of the County Administrator, used by March 1, or be forfeited.
- E. When an employee is required to work on a designated holiday by the County, they shall be compensated at one and one-half (1.5) times their regular hourly rate for all hours worked on the designated holiday. Employees who voluntarily work a designated holiday (with prior approval), or works extra hours during the week of a designated holiday, holiday hours which would be compensated in accordance with policy so as to exceed a total of 40 hours for the week may be banked for the employee’s use at a mutually agreeable time. This section does not apply to exempt employees receiving random hours. [am. ord. 85-10, 7/9/85; ord. 2002-33, 3/11/03; ord. 2010-29, 3/14/11, renumbered 12/13/11, ord. 2011-21]

Section 3. This ordinance shall be retroactive to January 1, 2025, after passage and publication as provided by law.

Fiscal Note:

The fiscal impact of this change is dependent on the number of non-exempt employees required to work on designated holidays. Approximate cost annually for 9 holidays, impacting 8 hours per shift, covering 17 positions, is \$17,442, which will be absorbed within individual departments as applicable. No additional tax levy is required.


Strategic Plan Reference: YES



Intentional Economic Growth: Attract and retain a talented and committed County workforce and Board of Supervisors.

Referred by:
Human Resources Committee

03-11-2025

Reviewed: Corporation Counsel: DHT ; Finance Director: 

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 January 16, 2025 and February 20, 2025, 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. The Committee has reviewed and considered the facts presented in the application and received in public hearing and finds that the criteria listed in Wis. Stat. 91.48 and Jefferson County Zoning Ordinance Section 11.11(c)6 has been met for the below listed petitions. The Committee further finds that the petitions are consistent with the Jefferson County Comprehensive Plan and Farmland Preservation Plan.

Further support for the Committee's recommendations can be found in the Staff Reports and individual petition files on record in the Planning & Development Office.

APPROVAL OF PETITIONS
R4585A-25, R4586A-25 and R4587A-25

DATED THIS ELEVENTH DAY OF MARCH 2025

Blane Poulson, Secretary

THE PRIOR MONTH'S AMENDMENTS
R4379A-22, R4582A-25, R4583A-25, R4584A-25

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 R4585A-25, R4586A-25 and R4587A-25 were referred to the Jefferson County Planning and Zoning Committee for public hearing on January 16, 2025 and February 20, 2025, and

WHEREAS, at its meeting on January 16, 2025 and February 20, 2025, the Planning and Zoning Committee considered the request to amend the Official Zoning Map of Jefferson County after conducting a public hearing regarding the requested amendment, and after receiving a recommendation from the affected Town, hereby make the following recommendation to the Board of Supervisors in open session, and

WHEREAS, given due notice, the affected town board has provided its recommendation, and

WHEREAS, the Planning and Zoning Committee has reviewed and considered the facts presented in the application and received at the public hearing, relating to the listed petitions and compliance with criteria and standards set forth in s. 91.48 of the Wisconsin Statutes and s. 11.11(c)6 of the Jefferson County Zoning Ordinance for rezoning out of an A-1 Exclusive Agricultural zone, and

WHEREAS, the Planning and Zoning Committee has found that the criteria and standards set forth in s. 91.48 of the Wisconsin Statutes and s. 11.11(c)6 of the Jefferson County Zoning Ordinance for rezoning out of an A-1 Exclusive Agricultural zone have been met and the petitions are consistent with the Jefferson County Comprehensive Plan and Farmland Preservation Plan as identified in the Decision of the Planning and Zoning Committee, and

WHEREAS, consistent with the recommendations of the Planning & Zoning Committee, the Board of Supervisors finds, where applicable, the standards set forth in s. 91.48 of the Wisconsin Statutes and s. 11.11(c)6 of the Jefferson County Zoning Ordinance for rezoning out of an A-1 Exclusive Agricultural zone are met by the proposed amendment to the official zoning map, and

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 from A-1 to A-3 to create an approximate 3-acre lot around the existing home and outbuildings at W7952 County Road C in the Town of Oakland, PIN 022-0613-2634-000 (40 ac). Rezoning is conditional upon receipt of and recording of the final certified survey map. This is in

accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. R4586A-25 – Christopher & Angelique Hebbe.

From A-2 Agricultural and Rural Business to A-3 Agricultural and Rural Residential

Rezone .14-acres from A-2 to A-3 to be transferred to Lot 1 CSM 5537 from W2340 Hanson Road in Town of Sullivan, PIN 026-0616-3024-000 (1.1080 ac.). Rezoning is conditional upon receipt of and recording of the final certified survey map. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. R4587A-25 – Bark River Campground & Resort Inc.

From R-2 Residential-Unsewered to B-Business

Rezone 1.75-acres from R-2 to B for existing eating and drinking business located at W6630 County Road B in Town of Aztalan, PIN 002-0714-1713-007 (1.75 ac.). Rezoning is conditional upon receipt of and recording of the final certified survey map and extraterritorial plat review and the parking plan shall be implemented as agreed to with the Highway Department before the final CSM is recorded. This is in accordance with Sec. 11.04(f)8 of the Jefferson County Zoning Ordinance. R4585A-25 – Godfrey Enterprises LLC

Petitions R4585A-25, R4586A-25 and R4587A-25 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: This Ordinance has no determinable fiscal impact.

Referred By:
Planning and Zoning Committee

03-11-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director 

RESOLUTION NO. 2024-_____

Appointing Michael Luckey County Administrator

Executive Summary

The former County Administrator previously announced his resignation effective December 15, 2024. Following that announcement, the County Board established a County Administrator Search Committee and retained an executive search firm to recruit and fill this role with a qualified successor. Jefferson County hired CPS-HR, a government recruiting firm, to perform a nationwide search. A total of 44 applications were received. The Search Committee reviewed the applications and interviewed the most qualified candidates. After conducting two rounds of interviews and receiving input from references and community stakeholders, the County Administrator Search Committee unanimously voted to recommend Michael Luckey for the position at its meeting on March 5, 2025.

This resolution appoints Michael Luckey, the current Assistant to the County Administrator and Interim County Administrator, as the County Administrator effective March 11, 2025, pursuant to the terms of the enclosed employment agreement.

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

WHEREAS, pursuant to Wis. Stat. §59.18, the County Board has the authority to appoint a County Administrator by a majority vote; and

WHEREAS, Jefferson County conducted a comprehensive nationwide recruitment effort to fill the job of County Administrator; and

WHEREAS, after screening and interviewing the most qualified candidates, the County Administrator Search Committee recommends the hiring of Michael Luckey as the next County Administrator; and

NOW, THEREFORE, BE IT RESOLVED that Michael Luckey is hereby appointed as the County Administrator effective March 11, 2025, in accordance with the attached employment agreement; and

BE IT FURTHER RESOLVED, the County Board Chair is authorized to execute the attached employment agreement on behalf of Jefferson County.

Fiscal Note: Funding for this contract has been included in the Administration budget. No budget amendment is necessary.

Referred By:
County Administrator Search Committee

03-11-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director:



Jefferson County, Wisconsin
County Administrator Employment Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between Jefferson County, Wisconsin (“County”) and Michael Luckey, (“Employee” or “County Administrator”).

WHEREAS, the former County Administrator, Benjamin Wehmeier, submitted his resignation effective December 15, 2025; and

WHEREAS, Jefferson County desires to employ Michael Luckey as the next County Administrator pursuant to Wis. Stats. §§59.03, 59.04, and 59.18.

NOW THEREFORE, Michael Luckey shall serve and perform the duties of the County Administrator for Jefferson County under the following terms and conditions:

1. Duties:

Subject to the provisions herein contained, the County Board of Jefferson County hereby employs Michael Luckey as County Administrator pursuant to Wis. Stat. § 59.18 to perform the functions and duties as specified in said section and to perform other legally permissible and proper duties and functions as the County Board shall from time to time assign either directly or through the County Board Chair. The County Administrator shall further perform the duties described in the County Administrator position description and any successor position description, a copy of which is attached to this Agreement. The duties assigned herein may be amended from time to time by the County Board at its sole discretion.

The County Administrator agrees to at all times observe and comply with all ethical and legal obligations imposed or required by the Constitution, state and federal statutes, local ordinances or other applicable regulations. The County Administrator shall at all times conduct County Administrator’s personal affairs in such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the duties and responsibilities of public officials.

The County Administrator agrees to perform at a professional level of competence the functions and duties of the County Administrator position, to devote the time necessary to complete the duties and responsibilities of the position, and not to engage in non-County related business without the prior approval of the Executive Committee. Notwithstanding the above, the County Administrator may engage in any pursuit that does not interfere with the proper discharge of the duties and responsibilities of the position.

2. Date of Employment:

Michael Luckey shall start as County Administrator upon confirmation of appointment by the Jefferson County Board of Supervisors.

3. Term:

The County Administrator is an “at will” employee whose service is subject to Wisconsin and federal law, relevant County Ordinances, Policies and Procedures, and the terms and conditions of this Agreement. The term of this Agreement shall be ongoing and will renew automatically on the anniversary date of employment unless requested to be reviewed by either the Executive Committee or the County Administrator, or unless terminated pursuant to section 11 of this Agreement.

4. Salary:

The County shall pay the County Administrator an annual salary based on Grade 26, Step 1 (\$152,339/year) of the Jefferson County Pay Structure, including any countywide annual cost of living adjustment, if any, paid in the same manner as the salaries of other exempt County employees. Salaries and benefits shall not be reduced during the term of this Agreement to a greater extent than for all other exempt employees.

5. Performance Evaluation:

The Executive Committee shall review the performance of the County Administrator by December 15th of each year. The Executive Committee and County Administrator shall establish annual goals for the County Administrator to achieve. Such annual review shall be based on these established goals and performance objectives provided in writing to the County Administrator from the previous year. Upon achieving these goals to the satisfaction of the Executive Committee, the County Administrator shall be eligible for an annual step increase based on grade 26 of the Jefferson County Pay Structure.

6. Benefits:

The County Administrator shall be entitled to benefits as provided in the Personnel Ordinance and as otherwise established by the County Board for FLSA exempt employees, except as noted in this Agreement.

7. Vacation & Sick Leave:

Upon the date of employment, the County Administrator shall receive 15 days (120 hours) of vacation time and is credited with an additional 3 years of services for purposes of vacation accrual. In addition to vacation time, the County Administrator shall receive 40 random hours per year to be used similar to vacation time in accordance with the Personnel Ordinance.

Except as provided for above, the accrual, expiration, carryover, payout and usage of vacation, random hours, and sick leave will be consistent with other FLSA exempt employees as outlined in the Personnel Ordinance.

8. Dues, Subscriptions, and Conferences:

The County agrees to budget and pay for professional dues and subscriptions of the County Administrator for membership in the Wisconsin City/County Management Association (WCMA), the International City/County Management Association (ICMA), and the Wisconsin County Executives and Administrators Association (WCEA). The County will also pay for professional dues and subscriptions to other organizations and for attendance at other conferences as approved by the County Board, which are deemed necessary and desirable for the County Administrator's continued professional growth and advancement, and for the good of the County.

9. Retirement & Deferred Compensation:

The County agrees to contribute the County's share of the County Administrator's retirement contribution with the Wisconsin Retirement System in a manner consistent with which contributions are made for other FLSA exempt management employees.

The County shall make a contribution of 5% of the County Administrator's annual salary to a deferred compensation plan of the County Administrator's choice. This contribution shall be made in equal installments every pay period. Should the County Administrator leave during the year, this payment shall be prorated based on the portion of the year that the County Administrator worked.

10. Other Expenses:

The County Administrator shall also receive an automobile allowance in the amount of \$250.00 per month to be paid monthly, to compensate for use of their personal vehicle on County business.

11. Termination of Employment:

a. ***Voluntary Resignation:*** In the event the County Administrator intends to resign from this position, they shall give the County sixty (60) days written notice of such resignation, unless otherwise approved by the County Board. Notice shall be in writing and delivered in accordance with section 13, with copy to the County Clerk and Human Resources Director.

b. ***Termination Without Cause:*** The County Administrator may be discharged without cause upon the determination of a majority of the County Board by resolution. In such event, the County shall provide 30 days written notice of the intent to terminate. If such written notice is delivered prior to the adoption of a resolution discharging the services of the County Administrator, then the termination shall be effective 30 days after delivery of the notice of intent to terminate. In the event of such a termination without cause, the County Administrator shall be entitled to receive severance compensation from the County in the amount of three (3) months of salary at the annual wage rate earned at the time of termination.

c. ***Termination for Cause:*** The County Administrator may be terminated for cause. "Cause" shall include but is not limited to the Employee's: a) material breach of this Agreement; b)

negligent performance or nonperformance of any duties hereunder; c) dishonesty or fraud with respect to the business, administration, or operations of the County; d) material insubordination; or e) breach of duties and loyalty to the County. Other justifiable grounds for termination for cause include, but are not limited to, frequent absenteeism, unreasonable tardiness, unprofessional attitude, inability to deal cooperatively with the public, and any criminal conduct that the County determines is substantially related to the County Administrator's job.

The parties recognize the County Administrator coordinates and directs all administrative and management functions of the County government and is therefore a highly responsible and visible representative of the County. Accordingly, the parties mutually recognize that the County reasonably expects that County Administrator shall conduct himself, whether on or off duty, in a manner that exhibits and upholds the highest legal, moral, and ethical standards, and that such failure to do so shall constitute cause for termination.

If the County Administrator is terminated in accordance with this section of the Agreement, termination shall be without any severance compensation or any other ensuing benefits. The determination of whether one or more criteria for "cause" has been satisfied shall be committed to the sound discretion of the County Board and its decision under this provision shall be final.

12. Personnel Ordinance:

If there is a conflict or contradiction between the language, terms or conditions in this Agreement and the Jefferson County Personnel Ordinance as applied to the County Administrator, it is expressly understood and agreed that the terms of this Agreement shall control and take precedence and supersede the Jefferson County Personnel Ordinance.

Except as otherwise specifically provided in this Agreement, or by ordinance or resolution of the County Board, the County Administrator shall be subject to all policies and procedures of the County which apply generally to other Department Heads.

13. Notices:

Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing, by email, or by mail and shall be directed as follows:

To the County: Jefferson County Courthouse
 Chair, Jefferson County Board of Supervisors
 311 S. Center Avenue
 Jefferson, WI 53549

To Mr. Luckey: Home Address as listed in Jefferson County's Human
 Resources Data Information System

Either party may change its address for notice by giving Notice in accordance with this paragraph.

14. Miscellaneous:

This agreement shall be interpreted under the laws of and in the courts of the State of Wisconsin. The parties agree that venue of all actions or proceedings arising in connection with this Agreement shall be tried, litigated, or otherwise contested whether by mediation, arbitration, or other means, in Jefferson County, Wisconsin or a federal court having venue and jurisdiction in Jefferson County, Wisconsin.

This Agreement constitutes the entire Agreement between the County and the County Administrator and can only be amended by written agreement executed by both parties.

If, during the term of this Agreement, a specific provision of the Agreement is held illegal, null or void by a court of competent jurisdiction under federal or state law, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Jefferson County has caused this Agreement to be signed and executed on its behalf by the Chair of the Jefferson County Board of Supervisors; and Michael Luckey has signed and executed this Agreement, intending to be legally bound, on the dates as set forth below:

COUNTY OF JEFFERSON

Dated this ____ day of _____, 2025

BY: _____

Steve Nass, Chairman
Jefferson County Board of Supervisors

COUNTY ADMINISTRATOR

Dated this ____ day of _____, 2025

BY: _____

Michael Luckey