

# AGENDA

## JEFFERSON COUNTY BOARD MEETING

TUESDAY

JUNE 10, 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://us06web.zoom.us/webinar/register/WN\\_N2ghwZR3TQenotKF1KEwmQ](https://us06web.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 MAY 13, 2025 MEETING MINUTES**

6. **COMMUNICATIONS**

- a. Notice of Public Hearing – Planning and Zoning – June 19, 2025 (Page 1)
- b. Treasurer’s Monthly Report

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

8. **SPECIAL ORDER OF BUSINESS**

- a. Introduction of Jefferson County Fairest of the Fair – Hanna Brattlie
- b. Recognition of Jefferson County Public Health Nurse, Maria de la luz Lira, Nurse of the Year Award
- c. Presentation of the Working Lands Preservation Award – Gathering Waters
- d. Introduction of Artists from the Hoard Art Show – Supervisor Walt Christensen
- e. Presentation of 2024 Audit Results by Sikich

9. **ANNUAL REPORTS**

- a. Finance – Marc DeVries
- b. Human Services – Brent Ruehlow
- c. UW Extension – Chrissy Wen
- d. Economic Development – Deb Reinbold

**COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**

10. **EXECUTIVE COMMITTEE**

- a. Resolution – Wisconsin Counties Resolution – Calling for Support of Local and State Emergency Management Programs (Page 3)
- b. Resolution – Wisconsin Counties Resolution – Urging the Incorporation of Local Feedback and Technical Expert Committee Recommendations in ATP 51 (Page 5)
- c. Resolution – Authorizing the County Administrator to sign the 2025-2029 Soil and Water Resource Management Master Grant Contract with the Wisconsin Department of Agriculture, Trade and Consumer Protection (Page 7)
- d. Authorizing Utility Easements to the City of Jefferson in the Food & Beverage Innovation Campus (Page 32)

11. **FINANCE COMMITTEE**

- a. Resolution- Accepting Grants from the Compeer Fund for Rural America and the Wisconsin Association of Fairs and amending the 2025 budget in the Fair Park Department (Page 41)
- b. Resolution – Accepting the Department of Justice’s Extension of the Deflecting Court Involvement Due to School Refusal Grant at the Human Services Department (Page 42)

- c. Resolution – Accepting bids for roof replacement to the Goat Barn and portions of the Sheep Barn (Page 43)

12. **HIGHWAY COMMITTEE**

- a. Resolution – Authorizing the Highway Department to enter into a contract for lime rock crushing (Page 45)

13. **LAW ENFORCEMENT AND EMERGENCY MANAGEMENT COMMITTEE**

- a. Resolution – Authorizing the County Administrator to Contract with the OCV, LLC, for Custom Sheriff Mobile Application (Page 46)

14. **PLANNING AND ZONING COMMITTEE**

- a. Report (Page 48)
- b. Ordinance – Amending Official Zoning Map (Page 49)

15. **APPOINTMENTS BY COUNTY ADMINISTRATOR** (Page 51)

- a. Joanne Larson to the Zoning Board of Adjustment for a 3-year term ending July 1, 2028
- b. Steven Masche to the Zoning Board of Adjustment for a 3-year term ending July 1, 2028
- c. Joanne Larson to the Land Information Council for a 3-year term ending June 30, 2028
- d. Sarah Baker to the Land Information Council for a 3-year term ending June 30, 2028

16. **APPOINTMENT BY COUNTY BOARD CHAIR** (Page 51)

- a. Sean Heaslip to the Local Emergency Planning Committee (LEPC) for an indeterminate term
- b. Jeff Smith to the WI River Rail Transit Commission (WRRTC) for a 3-year term ending April 30, 2028

17. **APPOINTMENTS BY HUMAN SERVICES BOARD** (Page 51)

- a. Lou Klein to the Aging & Disability Resource Center Advisory Committee (ADRC) for a 3-year term ending July 1, 2028
- b. John Donohue to the Aging & Disability Resource Center Advisory Committee (ADRC) for a 3-year term ending July 1, 2028
- c. Mary Roberts to the Aging & Disability Resource Center Advisory Committee (ADRC) for a 3-year term ending July 1, 2028
- d. Mary Ann Zwaska to the Nutrition Project Council for a 3-year term ending June 10, 2028

18. **PUBLIC COMMENT** (General)

19. **ANNOUNCEMENTS**

20. **ADJOURN**

**NEXT COUNTY BOARD MEETING**  
**TUESDAY, JULY 8, 2025**  
**7:00 P.M.**

**NOTICE OF PUBLIC HEARING**  
**JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE**

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

**SUBJECT:** Map Amendments to the Jefferson County Zoning Ordinance and Requests for Conditional Use Permits  
Public Hearing to amend the Jefferson County Comprehensive Plan and Farmland Preservation Plan  
Public Hearing to amend the Jefferson County Floodplain Ordinance

**DATE:** Thursday, June 19, 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 Teams 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 Teams meeting.  
When: June 19, 2025, at 07:00 PM Central Time (US and Canada)  
[Join the meeting now](#)  
Meeting ID: 222 326 323 808 9  
Passcode: fy37Vh3D

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, June 19, 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 TEAMS.** 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 **June 30, 2025**

Recommendations by the Committee on Rezones will be made on **June 30, 2025**

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

**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

**R4607A-25 – Michael D & Gail D Maron Trust:** Rezone 5.0-acres from A-1 to A-3 around the existing home and buildings and rezone from A-1 to A-3 to create (2) 1-acre residential lots at **W3568 Ranch Road** in the Town of Farmington, PIN 008-0715-0334-000 (40.0 ac).

**R4608A-25 – Brian D & Jennifer L Statz:** Rezone from A-1 to A-3 to create (3) 2-acre lots across from **W3262 Koschnick Road** in the Town of Farmington, PIN 008-0715-0223-000 (46.046 ac).

**R4609A-25 – John H Diestelmann:** Rezone .4-acre from A-1 to A-3 from PIN 010-0615-2032-001(38.304 ac) to be added to PIN 010-0615-2032-000 (1.696 ac) to create a total 2-acre A-3 lot at **W4480 Diestelmann Lane** in the Town of Hebron.

**R4610A-25 – Erik & Natalija Burns:** Rezone 1.3-acres from A-1 to A-3 around the existing home and buildings located at **W8946 US Highway 12** in the Town of Oakland, PIN 022-0613-1711-003 (26.659 ac).

**R4611A-25 – Cheri Hazard:** Rezone 3.1-acres from A-1 to A-3 to create a residential lot at **W881 Village Line Road** in the Town of Sullivan, PIN 026-0616-1122-000 (38.0 ac).

**R4612A-25 – Matthew & Angela Wolfe:** Rezone 2.0-acres from A-1 to A-3 to create a residential lot at **N4882 County Road P** in the Town of Sullivan, PIN 026-0616-0612-000 (14.908 ac).

**FROM A-1 EXCLUSIVE AGRICULTURAL TO N, NATURAL RESOURCE**

All are in accordance with ss. 22-479 – 22-487 of the Jefferson County Zoning Ordinance

**R4613A-25 – NCEnterprises LLC:** Rezone 15-acres from A-1 to N at **N7119 North Shore Road** in the Town of Lake Mills, PIN 018-0713-0224-000 (39.80 ac).

**R4614A-25 – Brian D & Jennifer L Statz:** Rezone 2.6-acres from A-1 to N across from **W3262 Koschnick Road** in the Town of Farmington, PIN 008-0715-0223-000 (46.046 ac).

**FROM A-T AGRICULTURAL TRANSITION TO R-2, RESIDENTIAL-UNSEWERED**

All are in accordance with ss. 22-146 – 22-156 of the Jefferson County Zoning Ordinance

**R4615A-25 – Duane W & Deborah Strauss:** Rezone 1.2-acres from A-T to R-2 to create a residential lot located at **N8505 Highland Road** in the Town of Watertown, PIN 032-0815-1744-000 (21.254 ac).

**CONDITIONAL USE PERMIT APPLICATIONS**

All are in accordance with ss. 22-581 – 22-587 of the Jefferson County Zoning Ordinance

**CU2170-25 – Louis & Ellen White:** Conditional Use to allow for kennel in an A-1 zone for personal dogs located at **N7298 County Road F** in the Town of Concord, PIN 006-0716-0311-002 (2.365 ac).

**CU2171-25 – Jasper Gronert:** Conditional Use to allow for an extensive onsite storage structure for personal storage in an R-2 zone located at **N3093 County Road K** in the Town of Jefferson, PIN 014-0614-2741-001 (1.060 ac).

**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

**R4605A-25 & CU2168-25 – Immanuel Ev. Lutheran Church:** Rezone 3.0-acres from A-1 to A-2 to allow for a childcare facility next to **W4096 County Road B** in the Town of Farmington, PIN 008-0715-1622-000 (33.772 ac). Property is owned by Dane Mel Hartwig.

**R4606A-25 & CU2169-25 – Brandon Zieglemeier:** Rezone 2.0-acres from A-1 to A-2 to allow for a landscape and snowplow business and to store business equipment and materials at **W8396 Perry Road** in the Town of Oakland, PIN 022-0613-1031-002 (14.110 ac).

**COUNTY COMPREHENSIVE PLAN AND FARMLAND PRESERVATION PLAN**

**R4616T-25 – TOWN OF IXONIA:** To amend the County Comprehensive Plan and Farmland Preservation Plan and Farmland Preservation Area Map in the Town of Ixonia to incorporate the Town's recently updated Comprehensive Plan and Future Land Use Map. A proposed map may be obtained by contacting the Jefferson County Planning & Development Department.

**FROM A-1 EXCLUSIVE AGRICULTURAL TO A-T, AGRICULTURAL TRANSITION**

All are in accordance with ss. 22-240 – 22-249 of the Jefferson County Zoning Ordinance

**R4617T-25 – TOWN OF IXONIA:** Rezone from A-1 to A-T parcels impacted by amendment R4616T-25 to the County Comprehensive Plan in the Town of Ixonia, PIN 012-0816-2732-001, 012-0816-2743-001, 012-0816-2243-001, 012-0816-1543-001, 012-0816-2733-000, 012-0816-2844-000, 012-0816-2732-000, 012-0816-2713-000, 012-0816-2222-001, 012-0816-2244-000, 012-0816-2714-000, 012-0816-2712-001, 012-0816-2734-000, 012-0816-2743-002, 012-0816-1544-000, 012-0816-2841-000, 012-0816-2743-000, 012-0816-1544-001, 012-0816-2222-001, 012-0816-2333-003, 012-0816-2733-004, 012-0816-2731-000, 012-0816-2211-000, 012-0816-2214-001, 012-0816-2712-000, 012-0816-2222-000, 012-0816-2711-002.

**COUNTY FLOODPLAIN ORDINANCE**

All are in accordance with Chapter 6, Article III of the Jefferson County Floodplain Ordinance

**R4618T-25 – JEFFERSON COUNTY:** To amend the existing County Floodplain Ordinance to allow for updated language based off the WI DNR model ordinance.

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.**

## RESOLUTION NO. 2025-\_\_\_\_

### Calling for Support of Local and State Emergency Management Programs

#### Executive Summary

The Wisconsin Counties Association develops a legislative agenda through its annual business meeting. This resolution is being adopted with the intent of being sent for consideration at that event.

Chapter 323 of the Wisconsin State Statutes outlines specific roles for county Emergency Management Departments. Federal and State funding for these activities has dwindled even as weather-related emergencies are becoming more frequent and more costly. Emergency Management Departments statewide have proposed strategies for funding assistance, including a guaranteed per capita assistance rate to secure adequate staffing levels. Additionally, they have requested that the Wisconsin Disaster Fund (WDF) be funded to the necessary threshold to reimburse communities for severe weather events. This resolution calls for the state government to guarantee a \$1 per capita payment to support county Emergency Management Departments, and further requests that they work with those departments to ensure stable and sustainable funding to respond to disasters.

The Executive Committee considered this resolution at its meeting on May 28, 2025, and recommended forwarding it on to the County Board for approval.

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WHEREAS, the federal government has initiated a review of the Federal Emergency Management Agency (FEMA) and its programs, with bipartisan legislation proposed to either remove FEMA from the Department of Homeland Security or disband it and/or its programs entirely, and

WHEREAS, Chapter 323 of the Wisconsin State Statutes outlines the roles and responsibilities of state, local, and tribal governments in emergency management, and state agencies have placed requirements on local governments, supported by federal grants that are received by the State of Wisconsin, and

WHEREAS, state and local governments are expected to take a leading role in emergency management, disaster response, recovery, mitigation, and preparedness, and might be directed to do so without the continued support of critical federal funding and grants, such as the Emergency Management Performance Grant (EMPG), Homeland Security Grant Program, Building Resilient Infrastructure and Communities (BRIC) program, Flood Mitigation Grants, and other federal programs that Wisconsin's state, county, and tribal governments rely on to fund daily emergency management programs and functions, and

WHEREAS, the threshold for state and local governments to meet for access to federal disaster assistance in 2025 includes over \$11 million in public infrastructure damage or the destruction of hundreds of homes, which has led the State of Wisconsin to create a Disaster Fund to partially reimburse communities impacted by severe weather events, and

WHEREAS, the Wisconsin Disaster Fund (WDF) has historically run out of funds due to insufficient appropriations, and

WHEREAS, there are residents who may be displaced or otherwise impacted by severe

weather events who do not qualify for WDF, leaving Emergency Management professionals unable to offer assistance, and

WHEREAS, weather-related disasters in Wisconsin, including flooding, tornadoes, straight-line winds, blizzards, ice storms, and extreme temperatures continue to increase and affect communities, with 2024 seeing the second-most recorded tornadoes in Wisconsin history, and

WHEREAS, Emergency Management Directors from Counties throughout the State of Wisconsin have recommended funding strategies to ensure a continuation of these critical services, such as assistance of \$1 per capita for each county and tribe, or a cost share for Emergency Management staffing costs, not to exceed current federal grant levels, and a request that the WDF be funded at the threshold necessary for the state and local governments to meet before qualifying for federal assistance, as established by the federal government, and that a new grant program providing much-needed Individual Assistance to residents impacted by disasters that would be included in the WDF.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors requests that the State of Wisconsin provide financial assistance of \$1 per capita for each county and tribe, or a cost-share for Emergency Management staffing costs, not to exceed current federal grant funding levels.

BE IT FURTHER RESOLVED that the Jefferson County Board of Supervisors requests that the Wisconsin State Legislature and Governor of Wisconsin consider additional funding strategies, including the aforementioned ideas from Emergency Management Directors.

BE IT FURTHER RESOLVED that the Jefferson County Clerk is directed to forward a copy of this resolution to the Governor of Wisconsin, members of the Wisconsin State Legislature representing Jefferson County, and the Wisconsin Counties Association.

*Fiscal Note: Funding for Emergency Management primarily comes from the Emergency Management Performance Grant and Emergency Planning and Community Right-to-Know Act funding. Both programs have Federal and State funding components. This Emergency Management funding has steadily decreased from \$114,499 received in 2019 to \$75,164 budgeted for 2025. A \$1 per capita payment would equate to approximately \$87,000 in additional revenue for Emergency Management, assuming no loss of current funding.*

*Strategic Plan Reference: YES*



*Highly Regarded Quality of Life: Anticipate and plan for environmental vulnerabilities, to include drought, zoonotic, heavy storms, and other disaster events*

Referred By:  
Executive Committee

06-10-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director:

## **RESOLUTION NO. 2025-\_\_**

### **Urging the Incorporation of Local Feedback and Technical Expert Committee Recommendations in ATCP 51**

#### Executive Summary

The Wisconsin Counties Association develops a legislative agenda through its annual business meeting. This resolution is being adopted with the intent of being sent for consideration at that event.

The Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) manages ATCP 51, the administrative rule that governs the Livestock Facility Siting Law. While input has been solicited from counties and local governments across the state, including through a Technical Expert Committee, concerns have arisen that this input is not being effectively incorporated into the rule revision process, as ATCP 51 has not been updated in many years. This resolution calls upon DATCP, the Legislature, and the Governor to ensure that the expertise and experience of local governments are meaningfully integrated into any updates to ATCP 51, while maintaining authority at the state level. The Executive Committee considered this resolution at its meeting on May 28, 2025, and recommended forwarding to the County Board for approval.

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WHEREAS, the State of Wisconsin has established a uniform livestock siting framework under Wis. Stat. §93.90 and Wis. Admin. Code ch. ATCP 51, intended to provide consistent standards and practices for livestock operations across the state, and

WHEREAS, ATCP 51 is a rule of significant consequence to both agricultural producers and local governments, and

WHEREAS, counties throughout Wisconsin, including Jefferson County, possess deep institutional knowledge and on-the-ground experience with agricultural siting issues, often serving as the first point of contact for implementing ATCP 51, and

WHEREAS, DATCP has invited public comment and technical feedback from local governments, yet it is unclear how that input has been used by state policymakers, and

WHEREAS, a Technical Expert Committee is convened every four years to initiate a review of ATCP 51, and although that information has been repeatedly sent to state policymakers, there have not been any recent updates, and

WHEREAS, meaningful inclusion of feedback from county elected officials, land conservation departments, planning and zoning officials, farmers, and other subject matter experts is essential to crafting regulations that are both scientifically sound and practically implementable at the local level, and

WHEREAS, while local input is vital, statewide uniformity remains a critical goal to ensure predictability, fairness, and consistency for both agricultural producers and regulatory bodies.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby urges the Wisconsin Department of Agriculture, Trade and Consumer Protection, the Wisconsin Legislature, and the Governor to ensure that information and expertise gathered from counties and local governments across Wisconsin, and the recommendations from the Technical Expert Committee, are substantively considered and reflected in any updates to ATCP 51, while the state retains regulatory authority to provide uniformity and consistency.


BE IT FURTHER RESOLVED that the Jefferson County Clerk is directed to forward a copy of this resolution to the Governor of the State of Wisconsin, all members of the Wisconsin Legislature representing Jefferson County, the Secretary of the Wisconsin Department of Agriculture, Trade and Consumer Protection, and the Wisconsin Counties Association.

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

*Strategic Plan Reference: None*

Referred By:  
Executive Committee

06-10-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director: 



**RESOLUTION NO. 2025-\_\_**

**Authorizing the County Administrator to Sign the 2025-2029 Soil and Water Resource Management Master Grant Contract with the Wisconsin Department of Agriculture, Trade and Consumer Protection**

Executive Summary

The Wisconsin Department of Agriculture, Trade and Consumer Protection awards annual Soil and Water Resource Management (SWRM) grants to county conservation committees, in the case of Jefferson County, through its Land and Water Conservation Department. These grants assist in funding county conservation staff and cost-share conservation practices installed by producers with assistance through their county. Jefferson County recently received the updated master contract that will govern the terms of the program for the years 2025 through 2029. This new 2025 SWRM Master Contract will replace the 2017 SWRM Master Contract and will be updated every five years. In the intervening years of the master contract, Jefferson County will receive and acknowledge approval of the updated Schedule of Awards and Exhibit A.

This resolution authorizes the County Administrator to sign the master contract and any associated annual addenda or amendments to it. The Executive Committee considered this resolution at its meeting on May 28, 2025, and recommended forwarding it on to the County Board for approval.

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

WHEREAS, the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) administers the Soil and Water Resource Management (SWRM) grant program authorized under Chapter 92 of the Wisconsin Statutes and ATCP 50 of the Wisconsin Administrative Code, and

WHEREAS, Jefferson County is eligible to receive SWRM grant funding to support staff and conservation efforts as outlined in its Land and Water Resource Management Plan, and

WHEREAS, DATCP has prepared a Master Contract for the period January 1, 2025, through December 31, 2029, to govern the annual allocation of SWRM funds to Jefferson County, including annual addenda specifying grant awards, and

WHEREAS, it is in the interest of Jefferson County to accept these funds and fulfill the obligations of the contract in support of conservation programming.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby authorizes the County Administrator to sign the attached 2025-2029 SWRM Master Contract and any associated annual addenda or amendments thereto, as required to implement the grant and maintain eligibility for future program funding.

*Fiscal Note: Authorization and execution of the SWRM Master Contract makes Jefferson County eligible to receive ongoing funding allocations from the State of Wisconsin under Section 92.14 of Wisconsin State Statutes. This grant funds staffing in the Land and Water Conservation Department.*

*Strategic Plan Reference: YES*



*Highly Regarded Quality of Life: Maintain funding for surface and groundwater monitoring programs to ensure long-term water quality is maintained.*

Referred By:  
Executive Committee

06-10-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director:

A handwritten signature in blue ink, appearing to be 'DHT', enclosed within a blue circular stamp.

**GRANT CONTRACT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION  
AND  
JEFFERSON COUNTY**

**THIS GRANT CONTRACT** is made and entered into for the period 1/1/2025 through 12/31/2029 (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“Department” or “State”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and Jefferson County (“Grantee”), whose service address is Courthouse, 311 S Center Ave Rm 113, Jefferson, WI 53549-1701.

**WHEREAS**, the Department has authority to award soil and water resource management grants for county awards for staff and support and landowner cost-sharing through an annual allocation, including addenda and revisions thereto, as authorized under ch. 92, Wis. Stats., and ATCP ch. 50, Wis. Admin. Code; and

**WHEREAS**, the Department is authorized under ch. 92, Wis. Stats., and ATCP ch. 50, Wis. Admin. Code, to provide annual grant funds to all counties consistent with Department-approved Land and Water Resource Management (“LWRM”) plans; and

**WHEREAS**, the Grantee has established a soil and water conservation department or similar department which operates conservation programs within the county, supporting such efforts with federal, state, and local resources; and

**WHEREAS**, the Grantee has a county Land Conservation Committee or other board committee (the “LCC”) designated to carry out the functions in ch. 92, Wis. Stats., and ATCP 50.10, Wis. Admin. Code; and

**WHEREAS**, the Grantee’s conservation program includes requirements to revise its LWRM plan for Department approval, and submit annual workplans; and

**WHEREAS**, the State has approved a staff and support award (“Staffing”) and cost-share awards (“Cost-share”) to the Grantee in the amount listed in Attachment C for the applicable calendar year for eligible activities described herein (“Project”); and

**WHEREAS**, the Department and Grantee agree that the Grantee possesses the qualified personnel and capabilities necessary to administer the Project in a manner consistent with state and federal laws, including s. 92.14(10), Wis. Stats., and ATCP 50.35, Wis. Admin. Code; and

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**WHEREAS**, an addendum to the terms and conditions of this Contract shall be issued annually during the Performance Period with program terms and conditions, and new funding award amounts in Attachment C (Schedule of Awards) as further described in Attachment B; and

**WHEREAS**, this Contract is mutually exclusive and is distinguished from all previous Contracts between the Grantee and the Department and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 38 and Attachments A – E which are annexed and made a part hereof. In the event of a conflict between any provision contained in the Attachments and any other provision of this Contract, the Attachment provision shall prevail over the conflicting provision in this Contract.

Attachment A – Contract Administrators

Attachment B – Program Rules

Attachment C – Schedule of Awards

Attachment D – Method of Payment

Attachment E – Reporting Requirements

**IN WITNESS WHEREOF**, the Department and Grantee have executed this Contract as of the date this Contract is signed by the Department.

Each undersigned representative of the Department and the Grantee certifies that he or she is fully authorized to enter into the terms of this Contract on behalf of the entity they represent and to execute and legally bind such party to this Contract.

JEFFERSON COUNTY

DEPARTMENT OF  
AGRICULTURE, TRADE, AND  
CONSUMER PROTECTION

**BY:**

\_\_\_\_\_  
**Michael Luckey**

**BY:**

\_\_\_\_\_  
**Timothy Anderson**

**TITLE:**

**County Administrator**  
\_\_\_\_\_

**TITLE:**

**Administrator, Division of  
Agricultural Resource  
Management**  
\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

### **ARTICLE 1. CONTRACT ADMINISTRATION**

The Department employee responsible for the administration of this Contract is identified as the Department Contract Administrator in Attachment A, or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Contract.

The Grantee's employee responsible for the administration of this Contract is identified as the Grantee Contract Administrator in Attachment A, who shall represent the Grantee's interest regarding Contract performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

### **ARTICLE 2. APPLICABLE LAWS AND REGULATIONS**

This Project shall be governed under the laws of the State of Wisconsin, the laws of the United States, all rules and regulations, and all laws, rules, and regulations specifically applicable to the Program including but not limited to those identified in Attachment B.

### **ARTICLE 3. AVAILABILITY OF FUNDS**

Termination of this Contract in whole or part for lack of appropriations shall be without penalty.

### **ARTICLE 4. SCOPE OF WORK**

The eligible activities under this Contract are summarized in ATCP 50.10, Wis. Admin. Code, and the SWRM allocation application instructions for the calendar year to which the Schedule of Awards in Attachment C applies.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Schedule of Awards and the Annual Workplan. Changes to the Schedule of Awards will be made in accordance with Attachment B.

### **ARTICLE 5. SUBLET OR ASSIGNMENT OF CONTRACT**

No right or duty in whole or in part of the Grantee under this Contract may be assigned or delegated without the prior written consent of the Department. This Article does not apply to SWRM grants subgranted to landowners.

### **ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this Contract, and if this Contract involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Contract is voidable by

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the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Contract. Disclosure must be made in writing to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, Wisconsin 53703-7125 (Telephone 608-266-8123) and the Department.

The Grantee shall not engage the services for compensation of any person or persons now employed by the State, including any Department, commission, or board thereof, to provide services relating to this Contract without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

#### **ARTICLE 7. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Contract, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement, subcontract, or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

For-profit and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

#### **ARTICLE 8. DUAL EMPLOYMENT**

Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a Grantee full-time by a State of Wisconsin agency from being retained as a Grantee by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

#### **ARTICLE 9. INDEPENDENT CAPACITY OF GRANTEE**

The parties hereto agree that the Grantee, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Grantee agrees to take such steps as may be necessary to ensure that each subcontract of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

#### **ARTICLE 10. HOLD HARMLESS**

The Grantee will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or

damages received by any persons or property resulting from the operations of the Grantee, or of any of its contractors, in prosecuting work under this Contract.

#### **ARTICLE 11. FOREIGN CORPORATION**

A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporate and Consumer Services at (608) 261-7577 or DFICorporations@dfi.gov.

#### **ARTICLE 12. ANTITRUST ASSIGNMENT**

The Grantee and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Grantee hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

#### **ARTICLE 13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

In connection with the performance of work under this Contract, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities.

- 13.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Contract is awarded, the Grantee must submit the plan to the Department for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department.
- 13.2** The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 13.3** Failure to comply with the conditions of this clause may result in the Grantee becoming declared an "ineligible" Grantee, termination of the Contract, or withholding of payment.
- 13.4** Pursuant to s. 16.75(10p), Wis. Stats., Grantee agrees it is not, and will not for the duration of the Contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b), Wis. Stats. State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

- 13.5** Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

#### **ARTICLE 14. TERMINATION OF CONTRACT**

The Department reserves the right to terminate this Contract in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Contract.

Notwithstanding and in addition to the right to terminate the Contract for cause described above, the Department may terminate this Contract at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the Department.

The Grantee may terminate this Contract with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Contract is terminated by either party, for any reason whatsoever, the Grantee shall refund upon written demand to the Grantee any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

#### **ARTICLE 15. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Contract if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Contract.

#### **ARTICLE 16. AMENDMENT**

This Contract may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

#### **ARTICLE 17. SEVERABILITY**

If any provision of this Contract shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of



this Contract.

#### **ARTICLE 18. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

#### **ARTICLE 19. FORCE MAJEURE**

Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

#### **ARTICLE 20. CHOICE OF LAW AND VENUE**

In the event of a dispute, this Contract shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

#### **ARTICLE 21. STANDARDS OF PERFORMANCE**

The Grantee shall perform the Project and activities as described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

#### **ARTICLE 22. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Contract shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract.

#### **ARTICLE 23. MULTIPLE ORIGINALS; ELECTRONIC SIGNATURE**

This Contract may be executed in multiple originals, which together shall constitute a single contract. The parties agree to accept a handwritten signature or an electronic signature that complies with ch. 137, Wis. Stats., to execute this Contract.

### **FISCAL TERMS AND CONDITIONS**

#### **ARTICLE 24. METHOD OF PAYMENT**

The method of payment is set forth in Attachment D.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Contract.

#### **ARTICLE 25. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs provided for under this Contract. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Contract has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due upon written demand to the Grantee.

#### **ARTICLE 26. FINANCIAL MANAGEMENT**

The Grantee shall maintain a financial management system that complies with the rules, regulations and requirements of the Program funding source described in the Attachments and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Contract are sufficiently segregated from other agreements, programs, and/or projects.

The Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. The Grantee's chart of accounts and accounting system shall permit timely preparation of expenditure reports required by the Department.

Records shall be maintained after the end of the Performance Period for a period of not less than three (3) years unless the program requirements are longer.

#### **ARTICLE 27. LIMITATION ON COSTS**

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Contract shall not exceed the total amount for eligible costs, as identified in the Attachments. Changes to this Contract that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

#### **ARTICLE 28. ELIGIBLE COSTS**

**28.1** No eligible costs subject to reimbursement by this Contract may be incurred prior to the execution of this Contract unless previously approved in writing by the Department.

**28.2** Costs only as identified in the Attachments are allowed.

## **ARTICLE 29. VENDOR TAX DELINQUENCY**

Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

## **ADMINISTRATIVE TERMS AND CONDITIONS**

## **ARTICLE 30. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department of Administration. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

## **ARTICLE 31. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Contract funds and activities undertaken with Contract funds and program income expended under this Contract.

## **ARTICLE 32. RECORDS AND REPORTS**

All records pertaining to this Contract shall be retained by the Grantee for at least three (3) years following the end of the Performance Period. The Grantee shall maintain reasonable segregation of project accounts and records to enable the Department to track expenditures made with funds provided under this Contract. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Contract, the Grantee shall provide the requested records to the Department.

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

## **ARTICLE 33. EXAMINATION OF RECORDS**

The Department, and any of its authorized representatives, shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent

records and computer files of the Grantee involving transactions relating to this Contract. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Contract. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Contract. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

#### **ARTICLE 34. PERFORMANCE REVIEW**

The Department may review the Grantee's performance under this Contract. The Department may conduct reasonable inspections to determine performance under this Contract. The Department may examine records related to personnel time charged to the Contract funding, as well as documentation of all costs for equipment, supplies, and other expenses charged to the Contract funding. The Department reserves the right to conduct a follow-up survey of the project in order to determine long-term impacts of funding received by the Grantee under this Contract from grant funds.

### **SPECIAL TERMS AND CONDITIONS**

#### **ARTICLE 35. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. Grantee shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Contract by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

#### **Definitions**

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-

public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

### **ARTICLE 36. LOBBYING**

Money paid under this Contract by the Department to the Grantee shall not be used by the Grantee in any fashion either directly or indirectly for lobbying activities of any kind. The Grantee shall not use money received under this Contract for any illegal activities.

### **ARTICLE 37. PUBLICATIONS, INVENTIONS, AND TRADEMARKS**

**37.1** All materials and products produced under this Contract become the property of the Grantee. The Grantee may publish and copyright materials or trademark products and services produced under this contract subject to the following conditions: The Department receives a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, publish, or post on the internet non-trade-secret and non-confidential or nonproprietary financial information regarding the project for governmental purposes, and as promotional materials for purposes of publicity about the funding program.

**37.2** The Grantee may not claim that the State endorses its products or services.

**37.3** The Grantee shall acknowledge Department support on any publications written or published or any audiovisual produced with Department financial support that publicizes, announces, or promotes the projects, activities, and events resulting from this Contract. Funding credit including Department logo must appear in all programs, publicity, and promotional materials. The following wording and Department logo should be used:

Funding for this was made possible, in part, by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP). The views expressed in written materials, publications, speakers, and moderators do not necessarily reflect the official policies of DATCP; nor does any mention of trade names, commercial practices, or organization imply endorsement by the State of Wisconsin.

### **ARTICLE 38. DEBARMENT**

By signing this Contract, the Grantee warrants and represents that it is (1) in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Grantee's ability to perform its obligations under this Contract, (2) not listed on the Wisconsin Department of Revenue Delinquent Taxpayer List, (3) not listed on the Wisconsin

Department of Workforce Development's Debarred Contractor List, and (4) not listed on the Wisconsin Department of Administration's Ineligible Vendors List.

In the event that the Department discovers that any of the representations in this Article are inaccurate or that the Grantee becomes noncompliant or placed on any of the above-referenced lists during the term of this Contract, the Department may terminate this Contract as provided in Article 14. The Department also may recoup any payments already made to the Grantee, withhold any payments planned to be made, and disqualify the Grantee from eligibility from future awards.

## **ATTACHMENT A**

### **CONTRACT ADMINISTRATORS**

#### Department Contract Administrator

Susan Mockert  
Soil and Water Resources Grant Program Manager  
Division of Agricultural Resource Management  
Department of Agriculture, Trade and Consumer  
Protection  
2811 Agriculture Dr.  
Madison, WI 53718

Phone: 608-224-4648  
E-mail: DATCPSWRM@wisconsin.gov

#### Grantee Contract Administrator

Patricia Cicero  
County Conservationist  
Jefferson County  
Courthouse, 311 S Center Ave Rm 113  
Jefferson, WI 53549-1701  
Phone: (920) 674-7110  
E-mail: patriciac@jeffersoncountywi.gov

## **ATTACHMENT B**

### **SOIL AND WATER RESOURCE MANAGEMENT (SWRM) PROGRAM RULES**

#### **I. Annual Contract Addendum**

- A. During the Performance Period, the Department shall issue an addendum to this Contract annually with program terms and conditions, and new funding award amounts in Attachment C (Schedule of Awards). The addendum shall include the following:
  - a. A current Schedule of Awards identifying amount of grant funds allocated or extended for that grant year, and the purposes for which the funds may be used, including staff and support, and cost-sharing; and
  - b. Additional program terms and conditions applicable for that grant year.
- B. Upon receipt of the addendum, the Grantee's designated representative shall:
  - a. Acknowledge receipt of the most current schedule of awards and terms and conditions by emailing the Department's designated representative within seven (7) business days of the receipt of the addendum. An email acknowledging receipt, even if it is sent by a county official or employee other than the designated representative, shall be treated as a binding agreement to the addendum to this Contract. The Department will not process a county's request for reimbursement without a county's submission of acknowledgement of receipt of the addendum; or
  - b. Exercise its right of termination under Article 14 of this Contract in the event that the current Schedule of Awards or terms and conditions are not acceptable to the Grantee. Upon terminating this Contract, the Grantee is no longer eligible to submit reimbursement requests for the grant year in which the termination is exercised, and must sign a new grant contract with the Department to receive future funding through the annual allocation.

#### **II. Contract Amendment**

- A. In accordance with Article 16, in any grant year, the Department may do any of the following at the Grantee's request to amend this Contract to adjust or reassign grant amounts identified in the most current Schedule of Awards:
  - i. Approve a transfer of cost-share funds under ATCP 50.34(5m), Wis. Admin. Code, based on an agreement between the Grantee and another county.
  - ii. Approve a reallocation of cost-share funds from a Department-created reserve to the Grantee to resolve a farm discharge or other project.
  - iii. Approve a one-year extension of cost-share funds under ATCP 50.34(6), Wis. Admin. Code.
  - iv. Approve a reallocation of staffing grant funds to another entity under ATCP 50.32(1), Wis. Admin. Code, or a redirection of staffing grant funds to fund



landowner cost-share grants under s. 50.32(11), Wis. Stats.

- B. In any grant year, the Department may approve a revision of the allocation plan under ATPC 50.28, Wis. Admin. Code, which may amend this Contract by adjusting grant amounts identified in the most current Schedule of Awards.

### III. General Terms and Conditions

- A. The LCC, its agents and county employees shall comply with ch. 92, Wis. Stats., and ATPC ch. 50, Wis. Admin. Code, including, but not limited to:
  - i. County soil and water program requirements as provided in Subch. III of ATPC ch. 50, Wis. Admin. Code.
  - ii. Farmland preservation program requirements imposed on counties including compliance monitoring and issuance of certificates of compliance and notices of noncompliance.
  - iii. Cost-sharing requirements if landowners are required to install conservation practices that change existing operations, as required by s. 92.15, Wis. Stats., and ATPC 50.40, Wis. Admin. Code.
  - iv. Local ordinance requirements related to consistency with state standards, and agency review and approval, as required by s. 92.15, Wis. Stats., and ATPC 50.56 and 50.60, Wis. Admin. Code.
  - v. Annual work plan submissions required as part of the annual grant application under ATPC 50.26(4), Wis. Admin. Code.
- B. The Grantee agrees to maintain the expenditure of county funds for its SWRM efforts at or above the amounts expended by the county in 1985 and 1986, as required pursuant to s. 92.14(7), Wis. Stats. The Grantee may count, as part of its contributions under this paragraph, county expenditures related to natural resource protection activities in any county department. The Grantee may not count capital improvement expenditures, or the expenditure of grant revenues that the Grantee receives from other governmental entities.
- C. The Grantee shall submit an Annual Workplan to the Department no later than April 15 of every year pursuant to ATPC 50.12(2)(i), Wis. Admin. Code. The Grantee shall seek reimbursement for activities in the Annual Work plan and as authorized under ATPC ch. 50.

### IV. LCC Staff and Support Grants

- A. Subject to maximum awards established in the most recent Schedule of Awards, the LCC may seek reimbursement for any of the following eligible costs incurred during the grant year and paid by January 31 of the year following the grant year:
  - i. Salaries, employee fringe benefits, and contractor fees for county employees and independent contractors performing soil and water resource management activities
    - a. The county must designate its first person receiving 100% reimbursement, its second person receiving 70% reimbursement, and its third and any additional staff receiving 50% reimbursement.

- b. Except for its person designated at 100%, the county must provide the match required under s. 92.14(5g)(a), Wis. Stats., using county levy, permit fees, private grants, federal grants, state funds other than those under chs. 92, 281 and 283, Wis. Stats., or any other qualifying source.
  - ii. Training for county employees and LCC members authorized under ATCP 50.32(3m), Wis. Admin. Code, and county employee support costs authorized under ATCP 50.32(4), Wis. Admin. Code, at the rate of 100%.
  - iii. Other support costs identified by DATCP under ATCP 50.32(4)(e), Wis. Admin. Code: an eligibility determination, including the preparation of a financial statement, related to economic hardship treatment under ATCP 50.42(4), Wis. Admin. Code; an archaeological assessment of a project site as part of a cultural resources assessment, any other costs identified by DATCP in the annual grant application for that grant year.
    - a. The total amount reimbursed to a county for training and support costs may not exceed 10% of a county's annual staffing grant allocation.
  - iv. Landowner cost-share grants and reallocations to other government agencies as approved by DATCP under ATCP 50.32(1) and (11), Wis. Admin. Code.
- B. The Grantee shall implement an internal accounting system that accurately tracks the hours and type of work performed by county employees, and develop procedures to ensure it seeks staff and support payments for work defined under s. 92.14(3), Wis. Stats., only, and does not seek payment for such work under any other grant awarded by DATCP including nutrient management farmer education grants awarded under s. 92.14(10), Wis. Stats.
- C. The Grantee agrees to keep records required under ATCP 50.22, Wis. Admin. Code including documentation of its expenditures for staff and other eligible costs for at least three (3) years after the Performance Period. The records must document the staff hours for which reimbursement is claimed, and the activities performed by staff for whom reimbursement is claimed. The records will also document all staff, support, training and other costs paid during the grant year.

## V. Conservation Cost-share Grants

- A. The Grantee may only use cost-share grant funds in accordance with the following: (1) the Joint Allocation Plan under which funds were awarded; (2) the requirements in subchapter V and VIII of ATCP ch. 50, Wis. Admin. Code; and the terms of this Contract.
  - i. Grant funds may be used for recording fees, including the voluntary recording of contracts with the register of deeds, but may not be used for state or local permit fees.
- B. For each conservation project that will be cost-shared with DATCP funds, the Grantee must:
  - i. Enter into a cost-share contract with each landowner or operator using the most recent DATCP-approved cost-share contracts and related procedures as provided

- by the Department to cost-share projects or obtain DATCP approval to use a county form.
  - ii. Provide written notice, when required by DATCP, to inform each landowner and operator of the full ramifications of a cost-share contract, including future compliance obligations and potential liabilities under federal law.
  - iii. Identify all sources of local, state and federal funding used for a project, and employ necessary safeguards to ensure all landowners and grant recipients, regardless of the source of grant funding, do not receive payment for the same costs from multiple government entities.
  - iv. Perform cultural resource checks when required by DATCP policy.
  - v. Obtain DATCP approval of projects when contracts exceed \$50,000 in DATCP cost-sharing.
  - vi. Record cost-share contracts with the register of deeds as required under ATCP 50.40(14), Wis. Admin. Code.
- C. Unless otherwise specified in a modification to this Contract, the LCC agrees to use its SEG cost-share funds as follows:
- i. To cost-share nutrient management plans.
  - ii. To secure a landowner or operator's continuing compliance with the nutrient management standard by providing:
    - a. Four years of payments, provided as a lump sum, at the annual per acre rate provided in ATCP 50.42(2), Wis. Admin. Code, or a lower per acre rate if the operator or landowner voluntarily agrees to comply for less.
    - b. A notice regarding the obligation of continuing compliance to each landowner or operator before either signs a cost-share contract, and providing DATCP a copy of the notice initialed by the landowner or operator if the county offers cost-sharing less than the maximum per acre rate.
  - iii. To cost-share soil erosion control practices ("cropping practice") under ATCP 50.67, 50.68, 50.82 and 50.89, Wis. Admin. Code, that are required to implement a nutrient management plan only to the extent specified below:
    - a. To certify as part of a reimbursement request that each eligible supporting practice is (1) required to meet T-value or other requirements of the NRCS 590 standard, and (2) cost-sharing this supporting practice is the most cost-effective approach to meeting the requirement.
    - b. To secure a landowner's continuing compliance in the following areas: (1) nutrient management under ATCP 50.04(3), Wis. Admin. Code, and (2) control of soil erosion to meet the T-value under s. ATCP 50.04(2), Wis. Admin. Code.
  - iv. To cost-share multi-year cropping practices under ss. ATCP 50.663, 50.733, 50.738, Wis. Admin. Code, a nutrient management plan checklist and a continuing compliance acknowledgement are required.
  - v. To cost-share grassed waterways or other conservation practices with DATCP approval only to the extent specified below:
    - a. To spend no more than 50 percent of the county's annual SEG cost-share allocation on structural practices.

- b. To secure DATCP approval of the proposed practice prior to its installation by (1) documenting that the cost-shared practices will be installed on a farm that has a nutrient management plan, and (2) providing a justification of why SEG funding is needed to cost-share the proposed practice, including an explanation of why other cost-share funds (including DATCP structural funds) are not available and the resource concern or priority that the intended practice is designed to address.
- D. DATCP will reimburse the LCC up to the amounts specified in the most current Schedule of Awards, which may be amended by transfers, reallocations, and redirections approved by DATCP.
  - i. Cost-share funds referenced in the most recent Schedule of Awards incorporated into this Contract may be used in the current grant year only for the purposes and projects specified in the most recent Schedule of Awards except that DATCP may apply funds extended for one specific project to pay for eligible costs incurred in connection with other extended cost-share projects that may be paid from the same fund source, consistent with ATCP 50.34(6)(b), Wis. Admin. Code. All projects from the prior grant year must be completed by December 31 of current grant year.
  - ii. Counties may increase or reduce available grant funds in a grant through inter-county transfers. Transfers are requested using a transfer procedure as provided by the Department that is electronically submitted to DATCP for approval. Any approved transfer agreement becomes part of this annual grant contract, and will amend the county's grant amount.
  - iii. If a county is awarded engineering reserve cost-share funds to resolve discharges, DATCP will reallocate the funds to the county in accordance with the terms and conditions of a reallocation procedure as provided by the Department, which must be electronically submitted to DATCP for approval. Any approved agreement will be attached to this annual grant contract and will amend the county's grant amount.
- E. For cost-shared practices, the LCC agrees to develop effective operation and maintenance plans, conduct monitoring during the life of each cost-share contract including all required maintenance periods, and take appropriate actions to ensure that landowners meet their contractual responsibilities to operate and maintain any cost-shared practice. If a landowner fails to maintain a cost-shared practice, the LCC must take reasonable and appropriate action to gain compliance including notifying landowners of a contract violation, and if compliance cannot be voluntarily secured, demanding repayment, seeking specific performance, or pursuing other appropriate actions to enforce the cost-share contract. At DATCP's option, counties shall be required to reimburse DATCP from any funds recovered from a landowner.
- F. The LCC may request an extension of funding for cost-share projects that are not completed by December 31 of the grant year. Extension request must be submitted electronically using DATCP approved procedure as provided by the Department by December 31 of the grant year, but late filings may be accepted based on good cause

through February 15 of the following grant year if authorized by ATCP ch. 50, Wis. Admin. Code. The county must attach appropriate signed cost-share contracts to the extension request including any change order(s) and addenda if applicable.

- G. The LCC agrees to retain all cost-share records for at least three (3) years after making the last cost-share payment to the landowner or operator, or for the duration of the required maintenance period specified in the cost-share contract, whichever is longer. The records will include all the following:
- i. A copy of the LCC's cost-share contract with the landowner or operator including any provisions related to operation and maintenance of installed practices, and any change orders or addenda or other modifications to that contract.
  - ii. Documentation required for reimbursement as provided in Attachment D, including receipts and disbursements of all grant funds.
  - iii. Other documents needed to verify county compliance with ATCP ch. 50, Wis. Admin. Code, and this Contract.

**ATTACHMENT C**  
**SCHEDULE OF AWARDS**

In the event of conflict between the application and other supporting documents previously submitted to the Department by the Grantee, provisions of the Contract shall take precedence.

## 2025 Schedule of Awards - Allocations and Extensions

### Jefferson

This schedule describes by category and amount the annual grants awarded under s. 92.14, stats, to the listed county for the contract period indicated below. Grant funds not spent in the contract period are not available in future years except for approved extended cost-share funds.

Master Contract Signed	Master Contract Number	Award Period	Contact	Mailing Address
	9214-25-28-00	1/1/2025 - 12/31/2025	Patricia Cicero County Conservationist (920) 674-7110	JEFFERSON COUNTY LWCD Courthouse 311 S Center Ave Rm 113 Jefferson, WI 53549

Single Audit Ref	Funding Category	New	Extended From 2024	Total Available For Reimbursement
115.15	Staff and Support	\$198,798.00	\$0.00	\$198,798.00
115.40	Structural funding - LWRM Plan Cost-Sharing	\$29,500.00	\$35,000.00	\$64,500.00
115.40	SEG funding - LWRM Plan Cost-Sharing	\$12,000.00	\$0.00	\$12,000.00

<b>Schedule Total</b>	<b>\$275,298.00</b>
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\* See Exhibit A for specific details

### Exhibit A

<b>EXHIBIT A</b>				
<b>2024 Cost-Share Conservation Plan extension into 2025</b>				
<b>Grant Contract: 9214-25-28-00</b>				
CS Number	Name of Recipient	Request Amount	Extended CS Amount	Fund
LW-02-24	Altenburg Trust, Herbert J & Pamel	\$35,000.00	\$35,000.00	CS GPR EXT
<b>CS GPR EXT Total</b>			<b>\$35,000.00</b>	

## ATTACHMENT D

### METHOD OF PAYMENT

Following the execution of this Contract, payment shall be made in conformance with the following:

1. The Department shall not provide reimbursement if the maximum amount of the Contract has been paid to the Grantee.
2. The Department reserves the right to reduce the award if the Grantee has not spent nor allocated funds.

To obtain payments for LCC staff and support grants, the LCC must follow DATCP approved procedure. The request must be electronically and signed by an authorized county representative and submitted in accordance with ATCP 50.32(7), Wis. Admin. Code. DATCP shall pay the reimbursement within 30 days after the LCC files a complete and valid reimbursement request.

To obtain reimbursement from DATCP for a conservation cost-share project, the LCC must do all of the following:

1. Incur all eligible projects costs before December 31 of the grant year, and ensure that the costs are paid by January 31 of the year following the grant year.
2. Ensure that cost-shared practice invoices are fully paid and cost-share recipients have made all payments for which they are responsible.
3. Submit the following electronically to DATCP:
  - a. A properly completed reimbursement request using the most current DATCP-approved procedure.
  - b. A signed cost-share contract for the project(s) for which reimbursement is requested.
  - c. Documentation or other evidence of certification that cost-shared practices were properly installed in accordance with technical standards. The county is responsible for ensuring that the person who approves the design and the construction of each cost-shared practice has adequate job certification/approval under ATCP 50.46, Wis. Admin. Code, or is otherwise qualified.
  - d. A nutrient management checklist using the most current DATCP-approved form where the practice requires a nutrient management plan (e.g., ATCP 50.62 and 50.78, Wis. Admin. Code).
  - e. Other documentation required by DATCP including acknowledgements of continuing compliance and technical certifications as required for reimbursement.

DATCP will make reasonable efforts to process conservation cost-share reimbursement requests. The Grantee agrees to reimburse landowners and operators for their share of the project costs within 60 days after the Grantee has submitted its reimbursement request to DATCP.

All requests for payment must be completed within forty-five (45) days of the end of each grant year. Payments that exceed allowable costs incurred and paid by the Grantee pursuant to the terms of this Contract, if outstanding at the expiration of this Contract, shall be repaid to the Department within forty-five (45) days of the end of each grant year. The Department's Division of Agricultural Resource Management (the "Division"), in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for expenses incurred during the Performance Period.

The Grantee shall request funds through the Department. All Requests for Payments (invoices) must be submitted via email to [DATCPSWRM@wisconsin.gov](mailto:DATCPSWRM@wisconsin.gov).



**ATTACHMENT E**  
**REPORTING REQUIREMENTS**

**A. Reporting**

The Grantee shall comply with the fiscal and Program reporting requirements of the Division as presented in the report template which shall be provided in the late winter of each year of the Performance Period, and due by April 15 of that year. Reporting shall relate to (1) a county's activities and accomplishments related to soil and water resource management during the preceding calendar year; (2) progress towards objectives identified in a county land and water resource management plan, including annual and multi-year benchmarks; (3) areas of improvement; (4) key compliance activities and (5) key remaining problem areas.

The Grantee shall submit reports to the Division annually as instructed. The Department reserves the right to amend and require additional information or reports as needed. The department may withhold funding under ATCP 50.18(2) from a county land conservation committee that fails to file a timely annual report.

**RESOLUTION NO. 2025-\_\_**

**Authorizing Utility Easements to the City of Jefferson in the  
Food & Beverage Innovation Campus**

Executive Summary

The Jefferson County Board of Supervisors previously authorized the County Administrator to work with the City of Jefferson to finalize a certified survey map (CSM) for the Food & Beverage Innovation Campus located on the former County farmland as part of the 100-acre land sale to Kikkoman Corporation. Two CSMs were recorded identifying lots, outlots, and right-of-way dedications. Further land transactions are required to support the development.

Jefferson Utilities has requested generic utility easements from the County to allow it to better serve future potential tenants. Currently, several easements on County property have been identified as set forth in the attached renderings. Additional utility easements may be required to service the campus, depending upon final engineering and future tenants.

This resolution authorizes County staff to finalize and execute utility easements to the City of Jefferson/Jefferson Utilities to serve the Food & Beverage Innovation Campus. The Executive Committee considered this resolution at its meeting on May 28, 2025, and recommended forwarding to the County Board for approval.

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

WHEREAS, the Food and Beverage Innovation Campus is a cooperative effort between Jefferson County and the City of Jefferson to provide a home for industrial activity in the area, and

WHEREAS, the first phase of development is being constructed to accommodate a 100-acre site for Kikkoman and an approximately 25-acre site for Onego Bio, Inc., with future development anticipated, necessitating utility infrastructure to support that growth, and

WHEREAS, it is necessary and appropriate to execute the land transactions identified in above to ensure that land interests align with responsibilities and infrastructure is possible to support future development.

NOW, THEREFORE, BE IT RESOLVED the Jefferson County Administrator and Corporation Counsel are authorized to negotiate and finalize all necessary documentation to complete the utility easements referenced above.

BE IT FURTHER RESOLVED the Jefferson County Clerk is authorized to execute all necessary documents as required for the closure of these land transactions, including easements conveying property interests to the City of Jefferson and Jefferson Utilities.

*Fiscal Note: The rights and obligations of the easement areas will be negotiated with Jefferson Utilities and the City of Jefferson, including each party's responsibility for the restoration of any disturbances to the property and ongoing maintenance. Jefferson County does not intend to seek payment for the conveyance of the utility easements at this site.*

*Strategic Plan Reference: None*

Referred By:  
Executive Committee

06-10-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director:

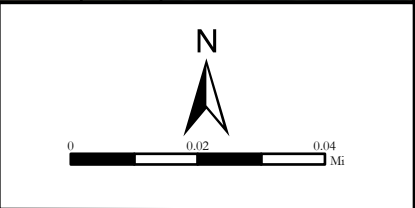















<b>Easement Request on</b> <b>Parcel - 241-0614-1511-040</b>	
Latest update: 5/16/2025	
<small>SEWRPC, Mapbox, Microsoft, Sources: Esri, TomTom, Garmin, FMO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community</small>	<b>2025</b>
Coordinate System: NAD 1983 HARN WISCRS Jefferson County Feet	Jefferson Electric - Easements for Jefferson County Committee


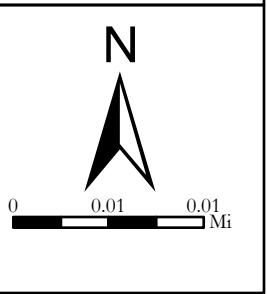

Requested Easement	Property Boundary	Surface Water
PLSS Sections	Old Lot/Meander/Other Carto-Lines	Map Hooks
Property Boundary	Old Lot/Meander/Other Carto-Lines	Rail Right of Ways
<b>FORSTER</b> ELECTRICAL ENGINEERING		<b>JEFFERSON UTILITIES</b> PEOPLE YOU KNOW. SERVICE YOU TRUST



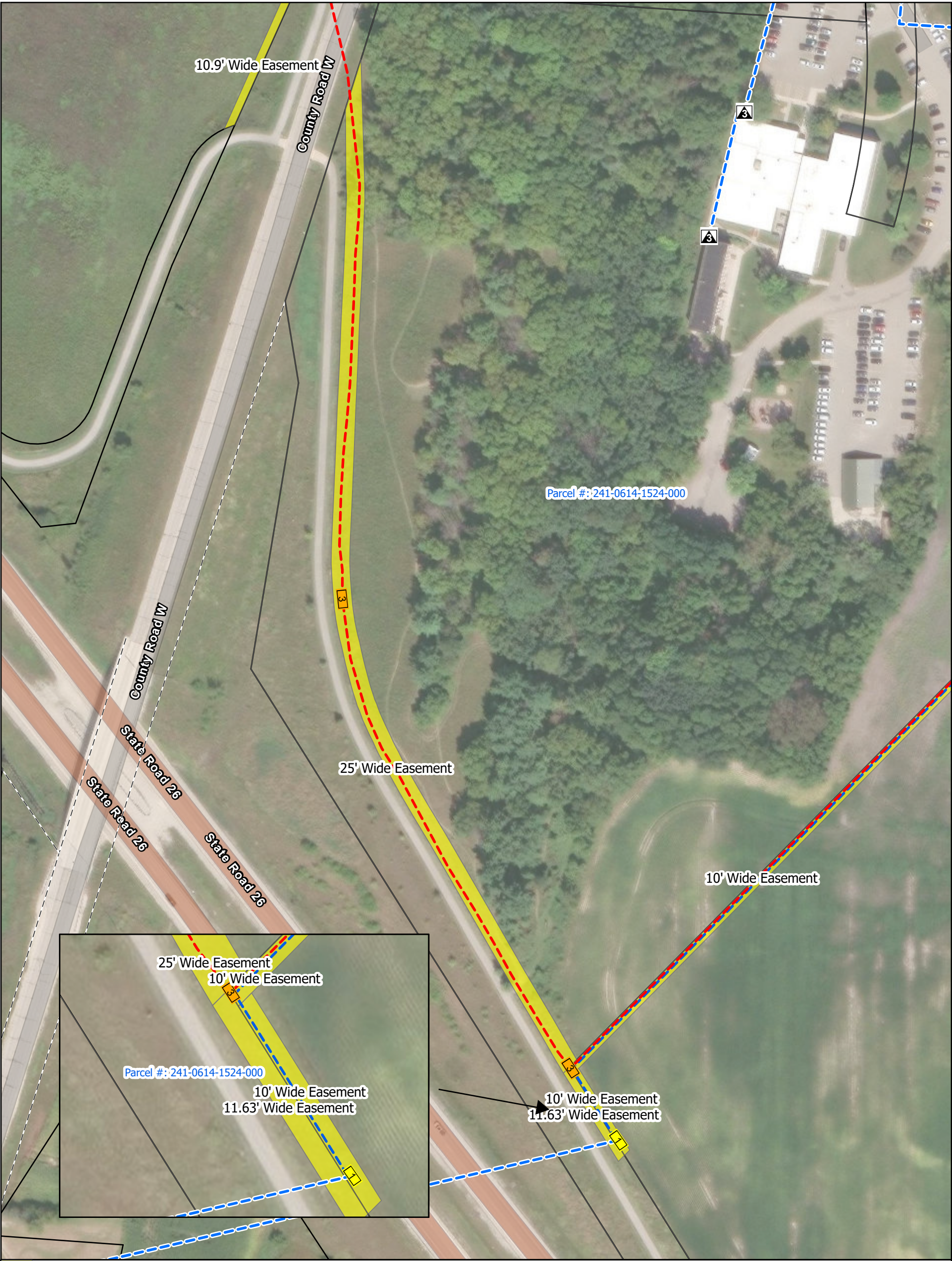




 Requested Easement	 Property Boundary	 Surface Water
 PLSS Sections	 Old Lot/Meander/Other Carto-Lines	 Map Hooks
 Property Boundary	 Old Lot/Meander/Other Carto-Lines	
	 Rail Right of Ways	

	Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community	2024	<b>Easement Request on Parcel - 241-0614-1512-010</b>  Latest update: 5.16.2025	
	em: NAD 1983 HARN WISCRS Jefferson County Feet	 <b>FORSTER</b> ELECTRICAL ENGINEERING		





Requested Easement

PLSS Sections

Property Boundary

Property Boundary

Old Lot/Meander/Other Carto-Lines

Old Lot/Meander/Other Carto-Lines

Rail Right of Ways

Surface Water

Map Hooks



Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2024

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FORSTER

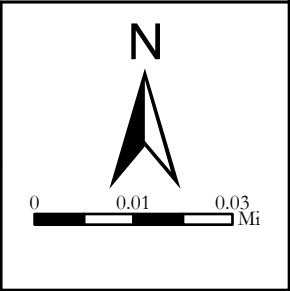
ELECTRICAL ENGINEERING

Easement Request on  
Parcel - 241-0614-1524-000

Latest update: 5.16.2025

JEFFERSON UTILITIES







PEOPLE YOU KNOW, SERVICE YOU TRUST

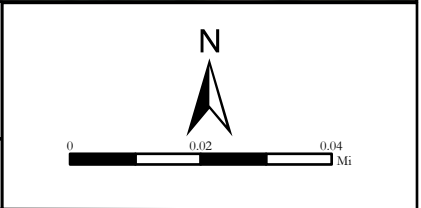






Easement Request on Parcel - 241-0614-1524-001	
Latest update: 5/16/2025	
Coordinate System: NAD 1983 HARN WISCRS Jefferson County Feet	2025
Jefferson Electric - Easements for Jefferson County Committee	







 Requested Easement	 Property Boundary
 PLSS Sections	 Old Lot/Meander/Other Carto-Lines
	

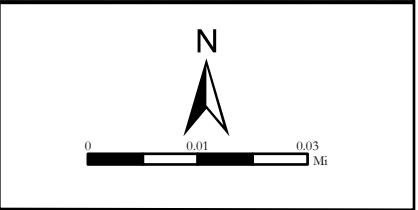






Easement Request on Parcel - 241-0614-1521-003	
Latest update: 5/16/2025	
Coordinate System: NAD 1983 HARN WISCRS Jefferson County Feet	2025
Jefferson Electric - Easements for Jefferson County Committee	

 Requested Easement	 Property Boundary
 PLSS Sections	 Old Lot/Meander/Other Carto-Lines
	

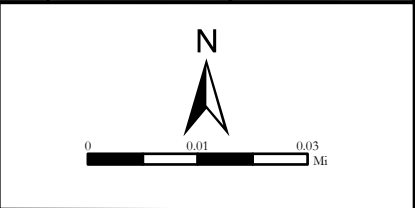






Easement Request on Parcel - 241-0614-1521-000	
Latest update: 5/16/2025	
2025	
Coordinate System: NAD 1983 HARN WISCRS Jefferson County Feet	Jefferson Electric - Easements for Jefferson County Committee

Requested Easement	Property Boundary
PLSS Sections	Old Lot/Meander/Other Carto-Lines
	Map Hooks







Requested Easement	Property Boundary	Surface Water
PLSS Sections	Old Lot/Meander/Other Carto-Lines	Map Hooks
Property Boundary	Old Lot/Meander/Other Carto-Lines	
	Rail Right of Ways	

	Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community	2025	<b>Easement Request on Parcel - 241-0614-1524-000</b>  Latest update: 5.16.2025	
	em: NAD 1983 HARN WISCRS Jefferson County Feet	<b>FORSTER</b> ELECTRICAL ENGINEERING		



**RESOLUTION NO. 2025-\_\_\_\_\_**

**Accepting Grants from the Compeer Fund for Rural America and the Wisconsin Association of Fairs and amending the 2025 budget in the Fair Park Department**

Executive Summary

The Jefferson County Fair hosts a goat exhibit that is growing rapidly. In order to meet the demands of the program, the Fair Park Department has applied for and received grant funding from Compeer Fund for Rural America in the amount of \$4,000 and the Wisconsin Association of Fairs in the amount of \$1,000 to purchase twelve additional goat pens to work within the existing layout of the Goat Barn. This funding was not anticipated during the 2025 budget process. The pens will cost \$4,381 and will be available in time for the Fair. The remaining funds will be spent on other Fair Week expenses.

This resolution authorizes the acceptance of the grant funding and amends the 2025 budget accordingly. On June 10, 2025, the Finance Committee reviewed the request from the Fair Park Director and recommended forwarding this resolution to the County Board for approval.

\_\_\_\_\_

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

WHEREAS, the goat exhibit at the Jefferson County Fair is growing in popularity and is in need of additional goat pens to satisfy the growing demand for exhibits, and

WHEREAS, grant funding is available for the purchase of additional goat pens from Compeer Fund for Rural America and the Wisconsin Association of Fairs in the combined amount of \$5 000.

NOW, THEREFORE, BE IT RESOLVED that the 2025 Fair Park Department Budget be amended to include the grant funding from the Compeer Fund for Rural America and the Wisconsin Association of Fairs in the amount of \$5,000 and related expenditure.

*Fiscal Note: This resolution authorized the Finance Director to make the necessary budget adjustments to enact this resolution. 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: None*

Referred By:  
Finance Committee

06-10-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director: 

## RESOLUTION NO. 2025-\_\_\_\_\_

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

#### Executive Summary

On December 12, 2023, the County Board accepted grant funding from the Wisconsin Department of Justice in the amount of \$63,243 to deflect youth referred to the Youth Justice system for school refusal behaviors and chronic truancy. A budget amendment was made at that time to the 2024 Human Services budget.

Through 2024, the Human Services Department was reimbursed \$8,875.01 for expenses incurred in 2024.

The Department of Justice has approved an extension of this grant, allowing Human Services to continue services under this grant, including:

- Intervention programming for students at risk of truancy at local high schools and middle schools;
- Family based case management with students;
- School mentors to meet with students at the school as well as with their families;
- Continuing education and training for Human Services staff.

This resolution authorizes the acceptance of the Department of Justice's extension of grant funding and amends the 2025 budget accordingly. On June 10, 2025, the Finance Committee reviewed the request from the Human Services Director and recommended forwarding this resolution to the County Board for approval.

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

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

NOW, THEREFORE, BE IT RESOLVED that the 2025 County Budget be amended to include the grant funding from the Department of Justice for the amount of \$54,367.99.

*Fiscal Note: Jefferson County will receive reimbursement for costs incurred during 2025. This resolution authorizes the Finance Director to make the necessary budget adjustments to enact this resolution. 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: None*

Requested by  
Finance Committee

06-10-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director MAD

## RESOLUTION NO. 2025-\_\_\_\_

### Accepting bids for roof replacement to the Goat Barn and portions of the Sheep Barn

#### Executive Summary

Jefferson County Fair Park sustained property damage to several items on its campus on March 16, 2025. The Goat Barn and a portion of the Sheep Barn were substantially damaged, removing several roof panels and loosening or removing up to 40% of the roof fasteners. Both these roofs have exceeded their designed life cycle and should be replaced before incurring additional water damage and flying debris risks.

On April 24, 2025, the Director of Facilities solicited bids for the removal and replacement of the Goat Barn and partial removal and replacement of the Sheep Barn roofs. A total of three proposals were received by the May 22, 2025, deadline. The lowest qualified bidder was C&C Group, LLC, with a total cost of \$89,250. The bid documents created a unit price allowance to repair roof framing items on an as-needed unit cost basis. The contract sum will be adjusted by change order upon completion of the project once all repair instances can be subtotaled. An allowance of \$20,000 is recommended for a project total of \$109,250. The Director of Facilities checked references to ensure that this bidder would be able to perform the work as required and received positive responses.

The Building and Grounds Committee and Finance Committees considered these proposals at their meetings on June 2 and June 10, 2025, respectively, and recommended that C&C Group, LLC conduct the roofing project as specified in the Request for Bid at an estimated project price of \$109,250. This will also be an item on the Fair Park Committee agenda on June 12, 2025, following County Board action.

---

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

WHEREAS, Jefferson County solicited bids for the removal and replacement of the Goat Barn and partial removal and replacement of the Sheep Barn roofs, and

WHEREAS, such bids were received and opened on May 22, 2025, with the following results:

	Glover Metal Bldgs.	Preferred Panels	C&C Services	Royale Construction	Custom Metal Specialist	Meco Erection, Inc.
Base bid	Withdrew	167,100	89,350	278,672	no bid	no bid
Unit price		115 labor on	200	290		
Allowance		23,000	20,000	29,000		
<b>Subtotal</b>		<b>190,100</b>	<b>109,350</b>	<b>307,672</b>		

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to enter into a contract with the lowest responsible bidder, C&C Group for the removal and replacement of the Goat Barn and partial removal and replacement of the Sheep Barn roofs as set forth in the bid documents.

*Fiscal Note: On March 11, 2025, the County Board of Supervisors approved \$90,000 in carryover funding for capital needs at the Fair Park and also \$30,000 for a feasibility study. The Finance Committee has determined that the need to repair existing facilities and bring deferred maintenance up to date exceeds the current need for a feasibility study. This resolution authorizes the use of the \$30,000 formerly reserved for a feasibility study to be applied toward the roofing repairs in the Goat and Sheep barns.*

*Strategic Plan Reference: None*

Referred By:  
Finance Committee

06-10-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director:



**RESOLUTION NO. 2025-\_\_\_\_\_**

**Authorizing the Highway Department to enter into a contract for lime rock crushing**

Executive Summary

The Highway Department leases a quarry on CTH J and receives lime rock crushing bids from vendors every two years to replenish its inventory. For 2025, the vendors were asked to provide bid numbers that included crushing several grades of lime rock and ¾" recycled asphalt pavement (RAP). This resolution authorizes the Jefferson County Highway Department to enter into a contract with Bjoin Limestone for limestone crushing in 2025. The Highway Committee met on May 27th, 2025, and recommended forwarding this resolution to the County Board for approval.

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

WHEREAS, the Highway Department has solicited bids for crushing approximately 66,000 tons of lime rock and 20,000 tons of recycled asphalt pavement, and

WHEREAS, the Highway Department opened bids on May 21, 2025, with the following results,

<u>Company</u>	<u>Total Bid Amount</u>
Bjoin Limestone	\$334,480.00
Yahara Materials, Inc.	\$417,100.00
Tri County Paving	\$429,780.00
Michels Corporation	\$430,560.00

WHEREAS, Bjoin Limestone is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Highway Department is authorized to enter into a contract with Bjoin Limestone for limestone crushing in 2025.

*Fiscal Note: Adequate funds are available in the Highway Department budget for this contract.*

*Strategic Plan Reference: YES*



*Transformative Government: Data driven budgets and policy management*

Referred By:  
Highway Committee

06-10-2025

REVIEWED: Corporation Counsel: DHT ; Finance Director:

## **RESOLUTION NO. 2025-\_\_\_\_\_**

### **Authorizing the County Administrator to Contract with OCV, LLC, for, Custom Sheriff Mobile Application**

#### Executive Summary

Inmates who are housed in the Jefferson County Jail cannot possess money at the time they are incarcerated. Because of this, each inmate is assigned an inmate trust account upon processing into the jail. This account allows inmates to purchase hygiene items, snack foods, and other items that are not given to them while incarcerated. Jefferson County retains a percentage of inmate commissary sales that are used to supplement funding for jail amenities such as cable television.

Jefferson County wishes to make it easier for friends and loved ones to inquire about the status of inmates and contribute funds to inmate trust accounts. To this end, the County desires to contract with OCV LLC, which is a software developer that offers a smartphone application that accomplishes these goals. The Custom Sheriff Mobile Application will also provide a communication tool for the Sheriff's Office to reach the public, centralize services from other websites related to posting bonds, and streamline scheduling visitations, among other services.

OCV, LLC is proposing a three-year contract for a total cost of \$42,676 for its services, which include development, support, and maintenance of the application. This contract complies with the Jefferson County Purchasing Ordinance as a sole source procurement because the Sheriff has determined OCV, LLC, provides the only product that is compatible with JESO's internal software system.

Funding for the software will be primarily provided by the fees assessed on purchases made from the commissary. These fees are collected into a separate bank account and are easily monitored to determine whether the costs to administer the software are covered by the fees assessed. If the fees are not adequate to cover purchases made from the commissary account, the Sheriff's Department will cover any shortfall by contracting for additional inmate housing with the State of Wisconsin or the United States Government.

The Law Enforcement Committee reviewed this request on its March 28, 2025, meeting, and the Finance Committee reviewed this request on its April 9, and May 6, 2025, meetings, and both committees ultimately referred it to the County Board for approval.

This resolution authorizes the County Administrator to contract with OCV LLC for a Custom Sheriff Mobile Application for a three-year term, subject to renewal upon favorable negotiations and County budget approval.

---

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



WHEREAS, The Jefferson County Jail (JCJ) consistently provides for safety, security, and care for inmates in the Jefferson County Jail. Family members of these inmates routinely schedule visits, contribute financial assistance, and drop off items at the jail for inmates, and

WHEREAS, JCJ provides commissary services for inmates, which allow the inmate to purchase items that are not routinely provided, such as various food items and hygiene products. The commissary service program is a revenue account for JCJ, which collects mark-up funds on commissary service items, and

WHEREAS, the Custom Sheriff Mobile Application will provide information regarding inmates, centralized service from other websites related to posting bonds, adding funds to individual inmate accounts, streamline scheduling visitations, and other services; and is the only App currently compatible with our internal software provider, Computer Information Systems (CIS), and

WHEREAS, OCV LLC will create a mobile application tailored to JESO, which is designed to be fluid and able to be modified based on JESO's needs. The Annual Support and Maintenance agreement will provide for the upkeep and adaptability of the App.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors authorizes the County Administrator to contract with OCV, LLC for a Custom Sheriff Mobile Application for a three-year term, subject to renewal upon favorable negotiations and County budget approval.

*Fiscal Note: The Sheriff's Department assesses fees on purchases made in the Commissary. Funding for the proposed contract in the total amount of \$42,676 for three years will be provided through the collection of these fees.*

*Strategic Plan Reference: YES*



*Highly Regarded Quality of Life: Deliver accessible, equitable, high-quality services that enhance quality of life*

Referred By:  
Law Enforcement and Emergency Management Committee

06-10-2025

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 May 15, 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 22-56(b) 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**

**R4599A-25, R4600A-25, R4602A-25, R4603A-25 and R4604A-25**

**DATED THIS TENTH DAY OF JUNE 2025**

**Blane Poulson, Secretary**

**THE PRIOR MONTH'S AMENDMENTS**

**R4595A-25, R4596A-25, R4597A-25 and R4598A-25**

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

**ORDINANCE NO. 2025-\_\_\_\_\_**

**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 R4599A-25, R4600A-25, R4602A-25, R4603A-25 and R4604A-25 were referred to the Jefferson County Planning and Zoning Committee for public hearing on May 15, 2025, and

WHEREAS, at its meeting on May 15, 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, the Planning and Zoning Committee has found that the criteria and standards set forth in s. 91.48 of the Wisconsin Statutes and ss. 22-56(b) 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 ss. 22-56(b) 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-2, AGRICULTURAL AND RURAL BUSINESS**

Rezone .06-acres from A-1 to A-2 lot to allow for an engineering/fabrication business at **N6484 County Road S** in the Town of Lake Mills, PIN 018-0713-1611-002 (3.0 ac). Rezoning is conditional upon receipt of and recording of the plat survey. This is in accordance with ss. 22-304 – 22.310 of the Jefferson County Zoning Ordinance. R4599A-25 – Jon Helt

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

Rezone A-1 to A-3 .41-acres from parcel 016-0514-0131-005 (22.661 ac) and transfer to parcel 016-0514-0131-003 (1.159 ac) (Lot 1 CSM 4539) near **W5115 & W5125 Bark River Road** in the Town of Koshkonong. Rezoning is conditional upon receipt of and recording of the final

certified survey map and extraterritorial plat review. This is in accordance with ss. 22-339 – 22.350 of the Jefferson County Zoning Ordinance. R4600A-25 – Jedidiah Draeger

Rezone from A-1 to A-3 to create a 1.4-acre farm consolidation at **W2344 Rome Road** in the Town of Sullivan, PIN 026-0616-0721-001 (16.0 ac). Rezoning is conditional upon receipt of and recording of the final certified survey map. This is in accordance with ss. 22-339 – 22.350 of the Jefferson County Zoning Ordinance. R4602A-25 – Phyllis Jean Medeiros Trust

#### **FROM A-1 EXCLUSIVE AGRICULTURAL TO N, NATURAL RESOURCE**

Rezone from A-1 to N a 10.54-acre lot from PIN 004-0515-2533-000 (32.628 ac) and 004-0515-2532-000 (20.0 ac) north of **W2862 State Road 59** in the Town of Cold Spring. Rezoning is conditional upon receipt of and recording of the final certified survey map, extraterritorial plat review and the lot cannot be sold separately from the A-3 lot. This is in accordance with ss. 22-479 – 22.487 of the Jefferson County Zoning Ordinance. Property is owned by Robert J Wagner Trust. R4603A-25 – Joe Vultaggio

#### **FROM A-T AGRICULTURAL TRANSITION TO A-3, AGRICULTURAL/RURAL RESIDENTIAL & A-2, AGRICULTURAL AND RURAL BUSINESS**

Rezone from A-T to A-3 for 1.0-acres and A-T to A-2 for .9-acres for a total of 1.9-acre lot to allow for a graphic design and fabrication business at **N4870 County Road D** in the Town of Jefferson, PIN 014-0615-0212-000 (29.9 ac). 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. This is in accordance with ss. 22-339 – 22-350 & ss. 22-304 – 22-310 of the Jefferson County Zoning Ordinance. Property is owned by Yvonne R Duesterhoeft Trust. R4604A-25 – Greg Harrom

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 determinable fiscal impact.*

Referred By:  
Planning & Zoning Committee

06-10/2025

REVIEWED: Corporation Counsel: DHT ; Finance Director



#### **APPOINTMENTS BY COUNTY BOARD CHAIR**

By virtue of the authority vested in me under Ch. 2, Article II, Division 2 of the Jefferson County Ordinances, I hereby request confirmation of the following appointment:

- a. Sean Heaslip, Owners and Operators of Facilities, Cambridge, WI, to the Local Emergency Planning Committee (LEPC) for an indeterminate term
- b. Jeff Smith, Citizen Member, Johnson Creek, WI, to the Wisconsin River Rail Transit Commission (WRRTC) for a 3-year term ending April 30, 2028

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTAIN \_\_\_\_\_ ABSENT \_\_\_\_\_

#### **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. Joanne Larson, Fort Atkinson, WI, to the Zoning Board of Adjustment for a 3-year term ending July 1, 2028
- b. Steven Masche, Lake Mills, WI, to the Zoning Board of Adjustment for a 3-year term ending July 1, 2028
- c. Joanne Larson, Realtor Representative, Fort Atkinson, WI, to the Land Information Council for a 3-year term ending June 30, 2028
- d. Sarah Baker, Public Safety Representative, Dousman, WI, to the Land Information Council for a 3-year term ending June 30, 2028

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTAIN \_\_\_\_\_ ABSENT \_\_\_\_\_

#### **APPOINTMENTS BY HUMAN SERVICES BOARD**

By virtue of the authority vested in the Human Services Board under Section 2.208 of the Jefferson County Ordinances, the Human Services Board hereby requests the County Board's confirmation of the following appointments:

- a. Lou Klein, Watertown, WI, to the Aging & Disability Resource Center Advisory Committee (ADRC) for a 3-year term ending July 1, 2028
- b. John Donohue, Fort Atkinson, WI, to the Aging & Disability Resource Center Advisory Committee (ADRC) for a 3-year term ending July 1, 2028
- c. Mary Roberts, Fort Atkinson, WI, to the Aging & Disability Resource Center Advisory Committee (ADRC) for a 3-year term ending July 1, 2028
- d. Mary Ann Zwaska, Lake Mills, WI, to the Nutrition Project Council for a 3-year term ending June 10, 2028

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTAIN \_\_\_\_\_ ABSENT \_\_\_\_\_

June 10, 2025