

AGENDA

JEFFERSON COUNTY BOARD MEETING

Tuesday, December 9, 2008 7:00 p.m.

**Jefferson County Courthouse
320 South Main Street, Room 205
Jefferson, WI 53549**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**
4. **REVIEW OF THE AGENDA**
5. **APPROVAL OF COUNTY BOARD MINUTES – OCTOBER 28, 2008 MEETING**
6. **APPROVAL OF COUNTY BOARD MINUTES – NOVEMBER 10, 2008 MEETING**
7. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum to Agenda)
 - b. Letter from Jill Ottow, Jefferson County Literacy Council, Inc. (Page 1)
 - c. Letter from Barbara A. Frank, dated November 11, 2008 regarding additional Jefferson County Board meeting to be held on Tuesday, January 13, 2009 (Page 2)
 - d. Thank you from Barbara A. Frank and the Jefferson County Board of Supervisors for the replacement of the Linden Tree planted in 1997 in memory of County Clerk, Barbara A. Geyer (Page 3)
 - e. Letter from Governor Jim Doyle dated October 29, 2008 regarding Homeland Security Grant (Page 4)
 - f. Letter from Dennis O'Loughlin, WCA President dated November 6, 2008 regarding appointment of Donald Reese to serve on the 2008-2009 WCA Transportation and Public Works Steering Committee (Page 5)
 - g. Letter from Kimberly Roper regarding Mute Swan eradication (Page 6)
 - h. Zoning Committee Notice of Public Hearing, December 18, 2008, 7:00 p.m. Rm 205 (Page 7-8)
8. **PUBLIC COMMENT**
9. **SPECIAL ORDER OF BUSINESS**
 - a. Recognition of Chief Deputy Kevin Stapleton's retirement
 - b. Presentation of County financial outlook – County Administrator Petre
 - c. Presentation on County Nursing Homes – Sarah Diedrick, Wisconsin Counties Association Senior Legislative Associate
 - d. Presentation on Referendum process for exceeding revenue cap – Corporation Counsel Ristow
10. **ANNUAL REPORTS**
 - a. Land Information – Andrew Erdmann
 - b. Land & Water Conservation – Mark Watkins
 - c. Planning & Zoning – Bruce Haukom
 - d. Surveyor – Tom Wollin

COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES

11. **ZONING & PLANNING COMMITTEE**
 - a. Report – Approval of Petitions (Page 9)
 - b. Ordinance – Approval of zoning petition (Page 10)
12. **ADMINISTRATION & RULES COMMITTEE**
 - a. Report – County Board Chair Schmeling (Addendum to Agenda)
 - b. Ordinance – Amend Board Rule to specify contracting authority for Fair Park sponsorships (Page 11)
 - c. Ordinance – Amend Purchasing Ordinance to address Fair Park sponsorship contracts (Page 12)
 - d. Ordinance – Use of county credit cards (Page 13)
 - e. Resolution – Request legislation integrating snowmobile alcohol violations with driver's records and licensing (Page 14)
13. **ECONOMIC DEVELOPMENT CONSORTIUM**
 - a. Resolution – Authorizing Community Development Block Grant for economic development loan to Renew Energies LLC (Page 15-16)
14. **FAIR PARK COMMITTEE**
 - a. Resolution – Approve exclusive Fair Park signage agreement (Page 17-26)
 - b. Resolution – Approving exclusive carbonated and non-carbonated beverage agreement for Fair Park and other county vending sites (Page 27-28)
15. **FARMLAND CONSERVATION EASEMENT COMMISSION**
 - a. Resolution – Accepting donation of an agricultural conservation easement – 63 acres in Secs. 24 and 25, Town of Oakland (Addendum to Agenda)
16. **FINANCE COMMITTEE**
 - a. Resolution – Authorize easemnt for the Helenville Fire Department (Page 29)
17. **BOARD OF HEALTH**
 - a. Ordinance – Amendments to and fee changes in the Environmental Sanitation Ordinance (Page 30-48)
 - b. Resolution – Delegation of authority to the Board of Health concerning agreements for Public Health Consortium #10 (Page 49-55)
18. **HIGHWAY COMMITTEE**
 - a. Resolution – Approve bids for single axle trucks and setup (Page 56-57)
 - b. Resolution – Approve bids for tri-azle trucks and set up (Page 58-59)
19. **HUMAN RESOURCES COMMITTEE**
 - a. Ordinance – Personnel Ordinance amendments for part-time employment, military leave seniority & benefits, and health & dental insurance (Page 60-63)
20. **HUMAN SERVICES BOARD**
 - a. Resolution – Authorizing execution of state human services contracts (Page 64-66)

21. **PARKS COMMITTEE**

- a. Resolution – Authorizing contract to update the Jefferson County Bikeway Plan (Page 67)

22. **APPOINTMENTS BY COUNTY ADMINISTRATOR**

- a. Julie Nelson to the Countryside Board of Trustees for a 3-Year Term ending January 2012
- b. Elizabeth Stoffel to the Jefferson County Library Board for a 3-Year Term ending December 2011 (Page 68)
- c. Sue Hartwick to the Jefferson County Library Board for a 3-Year Term ending December 2011 (Page 68)
- d. Rev. Allan Kranz to the Mid Wisconsin Federated Library Systems Board for a 3-Year Term ending January 2012 (Page 68)
- e. Janet Negus to the Mid Wisconsin Federated Library Systems Board for a 3-Year Term ending January 2012 (Page 68)
- f. Stephen Meloy to the Sheriff's Civil Service Commission for a 5-Year Term ending January 2014 (Page 68)

23. **ANNOUNCEMENTS**

24. **ADJOURN**

NEXT COUNTY BOARD MEETING, JANUARY 13, 2009 7:00 P.M. ROOM 205



Jefferson County Literacy
Council, Inc.

Item 7b

Jefferson Center: 112 S. Main Street
Jefferson, WI 53549
Phone: 920-675-0500

FAX: 920-675-0510

Watertown Center: 415 S. 8th Street
c/o HAWC, Watertown, WI 53094
Phone: 920-206-1260

Email: info@jclc.us Web: www.jclc.us

BOARD OF DIRECTORS

JIM SCHROEDER, PRESIDENT
JEFFERSON RESIDENT

ANNIE STINSON, VICE PRESIDENT
UW-WHITEWATER

MARIE WIESMANN, SECRETARY
FORT HEALTH CARE

PAUL HABLE, TREASURER
FORT ATKINSON RESIDENT

BERTA GRIFFIN
HEAD START OF JEFFERSON COUNTY

DON BATTENBERG, RETIRED EDUCATOR,
JOHNSON CREEK

ANNE COOKSEY
WATERTOWN FAMILY CENTER

MARK MEIER
R. MEIER, INC., FORT ATKINSON

MARIBEL LOPEZ
COUNTY CITY CREDIT UNION

HONORARY MEMBERS:

CONNIE MEYER, FOUNDING MEMBER
DWIGHT FOSTER PUBLIC LIBRARY

AMY LUTZKE
DWIGHT FOSTER PUBLIC LIBRARY

KEVIN DELOREY, ATTORNEY AT LAW

STAFF:

JILL OTTOW, EXECUTIVE DIRECTOR

KARYN CABLE, PROGRAM COORDINATOR

JEANNE DELACRUZ-RAUB
DIRECTOR OF EDUCATION

SIMONE KONZEN
OUTREACH COORDINATOR

Dear Supervisors:

I wanted to take some time to send heartfelt thanks on behalf of the Jefferson County Literacy Council board, staff, volunteers and the adult learners and families we serve for the hard work you recently completed on the county budget. Difficult cuts were made and throughout the meetings I attended, it was clear that this was not pleasant for anyone.

We are facing a difficult and challenging economy, and this is clearly felt among government, schools, businesses, non-profits and individuals. The role you play as elected officials is both important and demanding in the choices you are asked to make. I was most impressed by the professional demeanor by all involved in the finance committee and board meetings I have attended and have great respect for the work to which you are committed. So whether you supported amendment #5 that funded the JCLC, voted for and against it, we at JCLC say thank you for being a public servant and helping to guide our county government.

JCLC is facing a budget shortfall in 2009 even with the county funding, and we have already cut 25% of our staff hours in a proactive measure. We are grateful that the literacy council will be receiving 60% of its funding request* from the county, as it will make all of the difference in our work to continue efforts in the county jail to provide more job skills instruction to inmates, connect incarcerated parents with their children through the Storybook Project, and develop a re-entry program that supports inmates in the community. We would have had to stop these efforts without the county dollars.

It is not a cliché to say that low literacy impacts every aspect of our community. It seems obvious to me that when people do not have adequate literacy skills, more people are unemployed, access entitlement programs, commit crimes, do not support their children's education and do not participate as meaningfully in their community. There is a tangible cost to these issues. Thank you.

Jill Ottow, Executive Director

** JCLC reduced its original request of \$20,800 to \$12,480 in August when we learned of the shortfall the county was facing.* **1**

JEFFERSON COUNTY CLERK

BARBARA A. FRANK

320 S MAIN STREET ROOM 109

JEFFERSON WI 53549-1799

920-674-7140

E-mail: barbf@co.jefferson.wi.us

DAVE EHLINGER
JAYNE HINTZMANN

KAY HOLM

CINDY GEHRI
AUDREY MCGRAW

November 11, 2008

All Jefferson County Supervisors
Gary Petre
Other Interested Parties

This letter shall serve as notice under Wisconsin Statute § 59.11(a) that the Jefferson County Clerk's office has received a request of the majority of County Board Supervisors to hold a special meeting. The purpose of this meeting is to consider budget strategies for 2010.

This meeting shall take place on **Tuesday, January 13, 2009, at 7:00 p.m.** in Room 205 of the Jefferson County Courthouse, 320 S. Main Street, Jefferson, WI.

Sincerely,

Barbara A. Frank
Jefferson County Clerk

Jefferson County Clerk

Barbara A. Frank

320 S. Main Street, Room 109
Jefferson, WI 53549-1799
Phone: (920) 674-7140
Fax: (920) 674-7368
Email: barbf@co.jefferson.wi.us

David Ehlinger
Cindy Gehr
Jayne Hintzmann
Kay Holm
Audrey McGraw

Item 7d

THANK YOU

THANK YOU

THANK YOU

THANK YOU

The Linden Tree planted in 1997 in memory of County Clerk, Barbara A. Geyer, was damaged on July 10, 2008 during a wind storm. It is with heartfelt thanks that the County has accepted the following donations and replaced the tree.

"The Unions of Jefferson County have joined together to honor the service and dedication of Barbara Geyer. Her many years of public service to the residents and employees of Jefferson County are admirable. She set an example during her time of service for all to follow and strive for. Please accept these donations to honor Barbara's efforts."

Highway Department, Local 655, Ann Jenswold, President
Countryside Home, Local 2418, Charmaine Ruegg, President
Courthouse, Local 3798, Joan Mason, President
Human Services, Local 723, Susan Gerstner, President
Health Agency & Professionals Nurses, Local 723, Susan Gerstner, President
Health Department Professional, Local 723, Kathy Cheek, President

Other monetary donations were received from County Board Supervisors Carol Ward Knox, District 17, and Richard Jones, District 1 and several Jefferson County residents & family, Chuck and Gail Rogers, Katie & Kellie Rogers and Jane Rogers.

McKay Nursery Company of Waterloo WI kindly provided the tree at a great discount. Mark Miller, Central Services and Steve Hoeft, Parks Department planted the tree in its original home on the North side of the Courthouse.

Thank you all for your kind thoughts and generous donations.

Barb Frank, Jefferson County Clerk
Jefferson County Board of Supervisors

THANK YOU

THANK YOU

THANK YOU

THANK YOU



JIM DOYLE
GOVERNOR
STATE OF WISCONSIN

October 29, 2008

Ms. Sharon Schmeling, County Board Chair
Jefferson County
320 S Main St
Jefferson, WI 53549

Dear Ms. Schmeling:

I am pleased to award Jefferson County with a Homeland Security grant for \$3,451. This grant is part of my initiative to give public safety agencies access to shared mutual aid radio frequencies during emergencies when agencies from multiple jurisdictions are involved.

This grant is administered by the Office of Justice Assistance. If you have any questions or need further assistance with your grant (#4033), please feel free to contact the OJA staff at (608) 266-3323.

Thank you for your continued efforts and dedication to the safety of Wisconsin citizens.

Sincerely,

A handwritten signature of Jim Doyle in black ink.

Jim Doyle
Governor

WISCONSIN
COUNTIES
ASSOCIATION

November 6, 2008

Donald Reese
Jefferson County Supervisor
N6501 County P
Watertown, WI 53094

Dear County Supervisor Reese:

It is my pleasure to appoint you to serve on the 2008-2009 WCA Transportation and Public Works Steering Committee.

County government will face many challenges in the coming years and the policy directions we establish today will impact the direction of county government in the future.

The steering committees provide leadership and guidance to the WCA Board of Directors regarding platform positions on which the Association's lobbyists act. With rare exceptions, the WCA Board of Directors affirms the recommendations of the steering committees regarding policy positions.

The role of the steering committees is definitely proactive. The committees are intended to debate and discuss issues which will affect the future of county government rather than react to specific legislative proposals.

Your committee will meet three or possibly four times in the coming year generally in central locations on dates to be determined by the Chair. Mr. Randy Anderson of Clark County will serve as Chair of the Committee and Mr. Marion "Bud" Flood of Portage County will serve as Vice Chair. Ms. Monica Groves Batiza of WCA will staff the Committee. Please contact her with any questions you may have or topics you may wish to have discussed at steering committee meetings.

I have enclosed a list of the other members of the Steering Committee for your information.

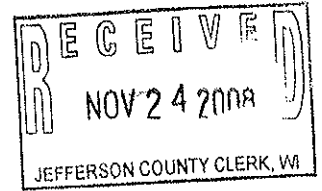
I appreciate your commitment to county government and look forward to working with you in the coming year.

Sincerely,



Dennis O'Loughlin
WCA President

Item 7g



To: The Jefferson County Board

From: Save Our Swans/Kimberly Roper

Subject: We would like the County Board to pass a Resolution to stop the Department of Natural Resources policy of Mute Swan eradication anywhere in Wisconsin, but especially in your communities.

We are presently working with Racine County Board and Kenosha County Board. Racine County has already passed its Resolution and has sent a copy to Governor Doyle. They also have sent copies to each town in Racine County suggesting they do the same. Rochester and Waterford also have already passed theirs.

Kenosha County Legislative Committee has met with representatives from the DNR as well as of Save Our Swans on September 11, 2009. DNR was not prepared, so the Legislative Committee has given them until the January 27, 2008, when we will meet again. We are working for a Referendum on the April 2009 ballot. Until then we must continue to send a very LOUD message to Madison.

We will be reaching out to all of the other 70 counties and their towns in the state.

We have attached copies of Racine, Rochester, and Waterford signed Resolutions.

Remember time is of the essence for Spring will be here before we know it and the DNR will continue to shoot all free flying Mute Swans comes April.

We would also like to request that if you would be so kind as to e-mail me at jroper11@gmail.com

a signed copy of your signed Resolution we would appreciate it. If you have any questions please feel free to call me at 1-262-862-9311. We would like to request that if you do pass a resolution on this matter, that you would do the same as the county of Racine and send a copy to all of your townships and villages and recommend they do the same..

Thank-you,
Save Our Swans
Kimberly Roper

Save Our Swans
12428 250th Ave, Trevor, Wisconsin 53179

NOTICE OF PUBLIC HEARING

JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE

Steve Nass, Chair; Greg David, Vice-Chair; Don Reese, Secretary; Richard Jones; Lloyd Zastrow

1. **Call to Order**
2. **Roll Call**
3. **Certification of Compliance With Open Meetings Law Requirements**
4. **Review 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, December 18, 2008, in Room 205 of the Jefferson County Courthouse, Jefferson, Wisconsin. A hearing will be given to anyone interested in the proposals. **PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.** Matters to be heard are petitions, as described or as may be amended for location or size by the Committee, to amend the zoning ordinance of Jefferson County and applications for conditional use permits. In order to comply with the Jefferson County Agricultural Preservation and Land Use Plan, the Committee may modify the location of the proposed parcels to anywhere on the entire parcel of record. A map of the properties affected may be obtained from the Zoning Department.

FROM RESIDENTIAL R-2 TO A-1, AGRICULTURAL

3374A-08 – Charles Scott Shearer: Rezone approximately 10 acres of PIN 016-0513-3431-001 (17.464 Acres) for transfer to an adjoining A-1-zoned property. The site is in the Town of Koshkonong, **near N207 Pottawatomi Trail.**

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

3375A-08 – Brent & Nancy Emons: Rezone approximately 2 acres of PIN 014-0615-0524-002 (4.326 Acres) to create two, approximate 1-acre lots along **STH 18** in the Town of Jefferson. The parcel of record also includes PINs 014-0615-0513-000; 014-0615-0514-000; 014-0615-0531-000; 014-0615-0541-000; 014-0615-0542-000; and 014-0615-0542-001.

3376A-08 – Tom Brouty: Create an approximate 1-acre building site near **N2646 Kunz Road** in the Town of Koshkonong from part of PIN 016-0614-3132-003 (14.943 Acres). The parcel of record also includes PINs 016-0614-3131-000; 016-0614-3134-001; and 016-0614-3143-000.

3377A-08 – Eugene Hasel: Rezone approximately 1.4 acre around the home at **W7327 Mud Lake Road** in the Town of Lake Mills from part of PIN 018-0713-3611-002 (37.1

Acres). The parcel of record also includes PINs 018-0173-3615-000 and 018-0713-3613-000.

3256A-07 - Richard Preuninger: Create an approximate 4-acre building site along **Kreutz Road** in the Town of Oakland from part of PIN 022-0613-3442-005 (20 Acres).

3378A-08 – Jean & Tim Reita/Dorothy C Kau Property: Create an approximate 1-acre lot and an approximate 2-acre lot on **Pine Drive** from part of PIN 024-0516-1411-000 (20 Acres) in the Town of Palmyra. The parcel of record also includes PINs 024-0516-1414-000 and 024-0516-1441-001.

3379A-08 – Merrill & Ruth Kuhl: Rezone approximately 2 acres of PIN 030-0813-3543-000 (40 Acres) for a new building site near **N7399 North Shore Road** in the Town of Waterloo. The parcel of record also includes 030-0813-3531-000; 030-0813-3534-000; and 030-0813-3542-000.

3380A-08 – Robert & Mary Horack: Create three, approximate 1-acre lots on **Horseshoe Road** in the Town of Watertown from part of PIN 032-0814-1232-000 (40 Acres). This is requested as a consolidation of parcels of record, including PINs 032-0814-1224-000 and 023-0814-1231-000.

CONDITIONAL USE PERMIT APPLICATIONS

CU1538-08 – Robert Magnussen: Conditional use to allow a 1504 square foot including lean-to, 20-foot high extensive on-site storage structure in a Residential R-2 zone at **N6375 Wollin Road**. The site is on PIN 002-0714-1814-006 (1.27 Acres) in the Town of Aztalan.

CU1539-08 – Michael Kramer/Michael & Patricia Kramer, Greg Campbell Trust Property: Conditional use for an 1800 square foot, 20-foot high storage structure in a Residential R-1 zone at **W1422 N Blue Spring Lake Drive**. The site is in the Town of Palmyra on PIN 024-0516-2843-009 (0.526 Acre).

CU1540-08 – Alfred Otte: Conditional use to allow replacement of a burned structure with a 4000 square foot building for vehicle and equipment storage used in a silo, pole barn, ag building and garage construction business. The site is at **N8190 STH 89** in the Town of Waterloo, on PIN 030-0813-2144-003 (4.839 Acres) in an A-2, Agribusiness zone.

6. Adjourn

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

**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 zoning ordinance of Jefferson County, filed for public hearing held on November 20, 2008, 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 recommendation:

APPROVAL OF PETITION 3373A-08

DATED THIS FIRST DAY OF DECEMBER, 2008

Donald Reese, Secretary

**THE EFFECTIVE DATE OF THE PRIOR MONTH'S AMENDMENTS, 3361A-08, 3363A-08 AND
3365A-08, IS NOVEMBER 18, 2008.**

Deb Magritz: 12-01-08

12-09-08

Item 11b

ORDINANCE NO. 2008-_____

Approval of zoning petition

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the Jefferson County Zoning Ordinance, and

WHEREAS, Petition 3373A-08 was referred to the Jefferson County Planning and Zoning Committee for public hearing on November 20, 2008, and

WHEREAS, the proposed amendment has been given due consideration by the Board of Supervisors in open session,

NOW, THEREFORE, BE IT ORDAINED that the Jefferson County Board of Supervisors does amend the zoning ordinance of Jefferson County (and official zoning maps) as follows:

FROM AGRICULTURAL A-1 TO N, NATURAL RESOURCE

Rezone that part of PIN 022-0613-0923-000 (25.192 acres) lying west of CTH A in the Town of Oakland. (3373A-08 – Lake Ripley Management District/James & Jane Johnson property)

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Ordinance Requested By
Planning and Zoning Committee

12-09-08

Deb Magritz: 12-1-08

ORDINANCE NO. 2008-_____

Amend Board Rule to specify contracting authority for Fair Park sponsorships

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES
HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 3.05(2)(b) of the Board Rules is amended as follows:

(b) **FAIR PARK COMMITTEE** - Five members. The Fair Park Committee shall recommend Fair Park policies to the County Board and provide the Fair Park Director with guidance and assistance, as requested, in the operation of Jefferson County Fair Park. The Fair Park Committee may establish policies relating to the operation of the County Fair not requiring Board action and is authorized to contract for entertainment, sponsorships valued up to \$50,000 and to lease space to exhibitors for up to 15 days without further approval from the Board. The Fair Park Director may approve these entertainment contracts when the necessity for approval arises between scheduled Committee meetings. All approvals by the Director shall be reported to the Committee. In addition, the Fair Park Director may contract for sponsorships up to \$20,000 and enter leases for property storage that exceed 15 days. Sponsorships valued between \$20,000 and \$50,000 may be approved by the Committee. Sponsorships affecting other county departments shall be approved by the Board regardless of the amount of the contract. For events which are new to the Jefferson County Fair Park, the Fair Park Director shall consult with the County Administrator before the Committee or Director enters into a contract or lease. All contracts shall be submitted to the Corporation Counsel for approval before execution. The Director shall be responsible for the maintenance of the Fair Park buildings and grounds, and may propose plans for capital improvement and operational budgeting for review by the Committee and consideration by the Board. The Committee shall establish fees as part of the next year's budget and the Director may set unanticipated fees during the year and report such fees to the Committee. The Director may deviate from the established fee structure when it is advantageous to the operation of the Park, and shall report such arrangements to the Committee. [Amended 04/18/06, Ord. No. 2006-01; am. 05/08/07, Ord. 2007-06; am. 11/13/07, Ord. No. 2007-23]

Section 2. This ordinance shall be effective after passage and publication as provided by law.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

NOTE: Section 3.09 of the County Board Rules provides that amendments to the rules shall be made by 2/3 vote. Proposed amendments shall be introduced at one session of the Board and laid over until the next session before action is taken.

Requested by
Administration & Rules Committee
and Fair Park Committee

12-09-08

Philip C. Ristow: 12-03-08

Item 12c

ORDINANCE NO. 2008-_____

Amend Purchasing Ordinance to address Fair Park sponsorship contracts

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES
HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 6(g) of the Purchasing Ordinance is amended as follows:

(g) The Board may delegate authority to approve bids to a committee thereof. The Fair Park Committee is expressly delegated authority to enter into contracts in excess of \$25,000 for entertainment at the County Fair and for sponsorships with a net value of up to \$50,000 for the County Fair Park which do not affect other departments. [Amended 04/19/05, Ordinance No. 2005-01]

Section 2. This ordinance shall be effective after passage and publication as provided by law.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Administration & Rules Committee
and Fair Park Committee

12-09-08

Philip C. Ristow: 12-03-08

ORDINANCE NO. 2008-_____

Use of county credit cards

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES
HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 4.06 of the Jefferson County Code of Ethics is amended as follows:

4.06 FAIR AND EQUAL TREATMENT. (1) Use of Public Property. No official or employee shall use or knowingly permit the use of county services or property, including but not limited to county-owned vehicles, equipment, materials, county accounts and credit cards for unauthorized nongovernmental purposes or for unauthorized personal convenience or profit unless use of such services or property are available to the general public.

Section 2. This ordinance shall be effective after passage and publication as provided by law.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Administration & Rules Committee

12-09-08

Philip C. Ristow: 12-04-08

Item 12e

RESOLUTION NO. 2008-_____

**Request legislation integrating snowmobile alcohol violations
with driver's records and licensing**

WHEREAS, during the 2007-2008 snowmobile season, 72% of Wisconsin's snowmobile fatalities were alcohol related, and

WHEREAS, reporting alcohol violations involving snowmobiles to the Department of Transportation and integrating driver's license records and penalties based on snowmobile violations would serve as a deterrent to alcohol use by snowmobile operators, and

WHEREAS, the Jefferson County Traffic Safety Commission recommends that legislators representing Jefferson County consider legislation to integrate snowmobile violations concerning alcohol with Department of Transportation records and driver's license eligibility,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board supports legislation integrating records for alcohol related snowmobile violations with driver's license records and eligibility.

BE IT FURTHER RESOLVED that the Clerk shall send a copy of this resolution to legislators representing Jefferson County.

Fiscal Note: This resolution has no fiscal impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Administration & Rules Committee

12-09-08

Philip C. Ristow: 12-04-08

RESOLUTION NO. 2008-_____

**Resolution authorizing Community Development Block Grant
for economic development loan to Renew Energies LLC**

WHEREAS, funds are available to Jefferson County for a Community Development Block Grant for the purpose of expanding local industry production capacity, and

WHEREAS, the State of Wisconsin Department of Commerce has reviewed the application of Renew Energies LLC and finds it to be in order and recommends such loan be made on terms to be established by the State, and

WHEREAS, the Jefferson County Economic Development Consortium has offered to assist the County Administrator in obtaining the Community Development Block Grant, and

WHEREAS, the County of Jefferson, Wisconsin, adopted Resolution 2003-07 establishing the Community Development Block Grant Citizen Participation Plan, and held a public hearing on November 10, 2008, as required by the Plan, and

WHEREAS, lending the grant funds to Renew Energies LLC will promote employment and increase the tax base in Jefferson County,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Administrator is authorized to execute such documents as may be necessary to obtain Community Development Block Grant funds in an amount not to exceed \$750,000.00 for the purpose of lending said funds to Renew Energies LLC to expand its operations to include additional renewable energy systems and energy efficient improvements, and

BE IT FURTHER RESOLVED that the Jefferson County Economic Development Consortium is authorized to act as the agent of Jefferson County for administration of this Community Development Block Grant.

Fiscal Note: The County will obtain up to \$750,000.00 in funds from the State of Wisconsin and lend said amount to Renew Energies LLC. The State will provide \$6,000 to offset administrative costs which will go to the Jefferson County Economic Development Consortium for its role in administration of this CDBG-ED. When repaid, the grant funds will be part of the County's Revolving Loan Fund, which can be made available to other qualifying county businesses.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Requested by
Jefferson County Economic Development Consortium

12-09-08

Dennis Heling: 12-02-08

STATE OF WISCONSIN

ECONOMIC DEVELOPMENT
CONSORTIUM

JEFFERSON COUNTY

Resolution 2008-04

In Support of Establishment and Administration of a CDBG-ED Loan Program.

WHEREAS, Renew Energies LLC. has received a potential commitment from the State of Wisconsin Department of Commerce for a CDBG-ED Loan for a sum not exceed \$750,000.

WHEREAS, among other loan requirements Renew Energies has represented it will retain full-time positions and will be expanding its operations to include additional renewable energy systems and energy efficient improvements

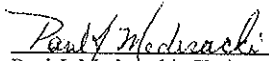
WHEREAS, job creation, job retention, increasing tax base, and quality of life are key to the mission of the Jefferson County Economic Development Consortium,

NOW, THEREFORE, BE IT RESOLVED, the Jefferson County Economic Development Consortium (JCEDC) supports the application of Renew Energies and will assist Jefferson County and its Administrator with obtaining the Community Development Block Grant, and,

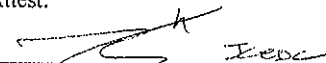
BE IT FURTHER RESOLVED that the JCEDC administer the CDBG-ED Program and conduct such activities as are necessary thereto.

Passed and adopted by the Jefferson County Economic Development Consortium, Jefferson County, Wisconsin, 12th day of November, 2008.

Jefferson County Economic Development Consortium


Paul J. Moderacki, Chairperson

Attest:


Dennis Heling, Executive Director

RESOLUTION NO. 2008-_____

Approve exclusive Fair Park signage agreement

WHEREAS, the Fair Park Director has had the opportunity to meet with local distributors of MillerCoors and Budweiser products to explore a Fair Park signage agreement, and

WHEREAS, the MillerCoors local distributor, Wisconsin Wetgoods Co., Inc. has offered \$23,000 per year for a three-year contract on the terms and conditions contained in the agreement included in the Board materials, compared to \$15,000 per year proposed by the local Budweiser distributor, and

WHEREAS, the Fair Park Director and Committee recommend entering into a signage agreement with MillerCoors on the terms and conditions proposed,

NOW, THEREFORE, BE IT RESOLVED that the Fair Park Director is authorized to execute a contract with Wisconsin Wetgoods Co., Inc. in the amount of \$69,000 for an exclusive three-year signage agreement.

Fiscal Note: This revenue will constitute new revenue, not previously budgeted.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Fair Park Committee

12-09-08

Philip C. Ristow: 12-04-08

Marketing Partnership Agreement

This Marketing Partnership Agreement (the "Agreement") is made this November 20th, 2008, by and between JEFFERSON COUNTY d.b.a. JEFFERSON COUNTY FAIR PARK, with its principal place of business at 503 N. Jackson Avenue, Jefferson, WI 53549 and Wisconsin Wetgoods Co., Inc. (MP) with its principal place of business at 616 Gateway Drive, Milton, WI 53563.

WHEREAS, THE JEFFERSON COUNTY FAIR PARK provides marketing opportunities in its facility and as part of its community outreach, and

WHEREAS, MP desires to participate in marketing avenues with and through THE JEFFERSON COUNTY FAIR PARK; and

WHEREAS, THE JEFFERSON COUNTY FAIR PARK desires to permit MP to market with and through THE JEFFERSON COUNTY FAIR PARK on a category exclusive basis in exchange for certain compensation to be paid by MP.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. Recitals.

The foregoing recitals are made a part of this Agreement.

II. Term.

The Term of this agreement is 3 years, as outlined in Exhibits A and B, subject to renewal upon terms set forth therein.

III. Marketing Partnership.

- A.** During the Term of this Agreement, THE JEFFERSON COUNTY FAIR PARK hereby agrees to carry out the elements and scope of the marketing partnership described in Exhibit B.
- B.** MP shall provide to THE JEFFERSON COUNTY FAIR PARK all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its marketing partnership; provided, however, that all uses of such logos and other information, content and materials shall be subject to the prior approval of MP, which approval shall not be unreasonably withheld.
- C.** During the Term of this Agreement, MP shall be permitted to utilize THE JEFFERSON COUNTY FAIR PARK name, acronym and logo for the sole purpose of promoting MP's marketing partnership, pursuant to the terms of Section IV below. All uses by MP of THE JEFFERSON COUNTY FAIR PARK name, acronym and logo shall

be subject to the prior approval of THE JEFFERSON COUNTY FAIR PARK which approval shall not be unreasonably withheld.

IV. Mutual Intellectual Property License.

- A. Limited License to THE JEFFERSON COUNTY FAIR PARK.** THE JEFFERSON COUNTY FAIR PARK is hereby granted a limited, revocable, non-exclusive license to use the name "MillerCoors" and the logos of MP (hereinafter collectively referred to as the "MP Marks") solely to identify MP as a marketing partner of THE JEFFERSON COUNTY FAIR PARK, with the limited authority to use the MP Marks solely in connection with the activities authorized under this Agreement, subject to terms and conditions of this Agreement. MP represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to THE JEFFERSON COUNTY FAIR PARK nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to THE JEFFERSON COUNTY FAIR PARK; and that to the best of MP's knowledge, the MP's Marks do not and will not violate or infringe upon any patent, copy write, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party. Notwithstanding the foregoing, all uses by THE JEFFERSON COUNTY FAIR PARK of MP's Marks beyond the uses and tasks specified in Exhibit B hereto shall be subject to the prior approval of MP, which approval shall not be unreasonably withheld.
- B. Limited License to MP.** MP is hereby granted a limited, revocable, non-exclusive license to use the name "THE JEFFERSON COUNTY FAIR PARK" and the logo of THE JEFFERSON COUNTY FAIR PARK (hereinafter collectively referred to as "THE JEFFERSON COUNTY FAIR PARK Marks") solely with the term "Marketing Partner" prominently displayed directly adjacent thereto (to ensure the absence of any implication that MP is endorsed by THE JEFFERSON COUNTY FAIR PARK, with the limited authority to use THE JEFFERSON COUNTY FAIR PARK Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. In no event shall MP use THE JEFFERSON COUNTY FAIR PARK Marks in a manner that states or implies an endorsement of MP (or MP's products or services) by THE JEFFERSON COUNTY FAIR PARK. THE JEFFERSON COUNTY FAIR PARK represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to MP nor previously granted any rights adverse thereto or

inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to MP; and that to the best of THE JEFFERSON COUNTY FAIR PARK knowledge, its Marks do not and will not violate or infringe upon any patent, copy right, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party. Notwithstanding the foregoing, all uses by MP of THE JEFFERSON COUNTY FAIR PARK Marks shall be subject to the prior approval of THE JEFFERSON COUNTY FAIR PARK, which approval shall not be unreasonably withheld.

C. General Logo Provision.

1. The MP Marks and THE JEFFERSON COUNTY FAIR PARK Marks are hereinafter collectively referred to as the "Marks".
2. The Marks are and shall remain at all times the sole and exclusive property of their respective owners (i.e. THE JEFFERSON COUNTY FAIR PARK shall be considered the "owner party" and MP shall be considered the "non-owner party" with respect to THE JEFFERSON COUNTY FAIR PARK Marks; MP shall be considered the "owner party" and THE JEFFERSON COUNTY FAIR PARK shall be considered the "non-owner party" with respect to the MP Marks.) The respective Marks may be used by the non-owner parties if and only if such use is made pursuant to the terms and conditions of this limited license.
3. The owner parties' respective logos may not be revised or altered by the non-owner parties in any way, and must be displayed in the same form (and colors, if applicable) as provided by the owner parties.
4. The respective Marks must be used by the non-owner parties in a professional manner and solely in connection with the activities authorized under this Agreement. The respective non-owner parties shall not permit any third party or parties to use the Marks of the owner parties without the express prior written approval of the owner parties. The respective non-owner parties shall not use the Marks of the owner parties in conjunction with any third party trademark, service mark, or other mark without the express prior written approval of the owner parties. The respective non-owner parties shall not sell or trade the Marks of the owner parties without the express prior written approval of the owner parties. Notwithstanding the foregoing, the respective Marks may not be used by the non-owner parties for individual personal or professional gain or other private benefit, and the respective Marks may not be used by the non-owner parties in any manner that:

diminishes their value or otherwise dilutes the Marks; discredits the owner parties or tarnishes their respective reputations and goodwill; is false, misleading or likely to cause confusion, mistake or deception; violates the rights of others; violates any federal, state or local law, regulation or other public policy; or mischaracterizes the relationship between the parties, including but not limited to the fact that MP is a separate and distinct legal entity from, and is not an agent of, THE JEFFERSON COUNTY FAIR PARK.

5. The respective owner parties shall have the right, from time to time, to request complete samples of use of their Marks by the non-owner parties from which they can determine compliance with these terms and conditions.
6. Use of the respective owner parties' Marks by the non-owner parties shall create no rights for the non-owner parties in or to such Marks or their use beyond the terms and conditions of this limited license. All rights of usage of the respective owner parties' Marks by the non-owner parties shall terminate immediately upon the termination or expiration of this Agreement. Upon termination or expiration of this Agreement, the respective non-owner parties shall: (a) immediately cease utilization of the owner parties' Marks for any purpose; (b) return forthwith all originals and copies of the owner parties' Marks to the respective owner parties (whether in printed, electronic, recorded, and/or other tangible form); and (c) discard or destroy all copies thereof. The respective non-owner parties' obligations to protect the owner parties' Marks shall survive the termination or expiration of this Agreement.

V. **General Provisions**

- A. **Entire Agreement.** This Agreement and the attachments related hereto constitute the entire Agreement between the parties with respect to the subject matter hereof, represents one transaction and supersedes any and all other agreements and understandings with respect thereto, whether written or verbal, prior or contemporaneous. It is expressly understood and agreed that this agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and provisions hereof.
- B. **Mediation and Arbitrations.** Conflicts or disputes between the parties to this contract shall be resolved through mediation and binding arbitration. In the event of any dispute, conflict, or disagreement, the parties agree to discuss the matter and make a

good faith effort to resolve the dispute. If such communication does not do so, an offended party shall give the other party notice, in writing, of intent to resolve issues of dispute through arbitration. Arbitration shall be scheduled within a reasonable period of time after the dispute has arisen and, unless otherwise agreed by the parties, shall be held in Jefferson County, Wisconsin. *Any arbitration shall be conducted in accordance with the Rules of the American Arbitration Association.* The parties shall equally bear the cost of the arbitrator. Any award rendered by the arbitrator shall be final, with no right of *de novo* review or appeal, and a judgment may be entered upon it in accordance with the applicable laws of the *State of Wisconsin*. The prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, as determined by the Arbitrator, as part of the judgment entered therein.

C. **Miscellaneous.** The following provisions shall apply to this agreement:

1. This agreement shall be binding upon and for the benefit of the Parties and their respective successors, devisee, executors, affiliates, representatives, assigns, partners, agents and employees, wherever the context requires or permits.
2. Notwithstanding the foregoing, neither party shall have the right to assign this Agreement nor any right under this agreement, nor any expressed interest herein, without the express written consent of other party, whose consent may be withheld at their sole discretion.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and venue of any action arising there under shall lie in the County of Jefferson, State of Wisconsin.
4. No presumption shall arise as a result of one party or the other or any party's agent having drafted all or any portion of this Agreement. Each party prior to signing this Agreement has obtained independent legal advice to the extent so desired with regard to their legal rights and obligations set forth in this Agreement.
5. Title to paragraphs in this Agreement are for information purposes only and are not intended to limit or amplify the content of any paragraph.

We agree to and accept the above:

DAN BRAUN
Wisconsin Wetgoods Co., Inc.

Title

Date

PAUL NOVITZKE
JEFFERSON COUNTY
d.b.a. JEFFERSON COUNTY FAIR PARK

Title

Date

**Corporate Partner Program for
Wisconsin Wetgoods Co., Inc. and
THE JEFFERSON COUNTY FAIR PARK
Major Partner
EXHIBIT B**

Tasks / Obligations of THE JEFFERSON COUNTY FAIR PARK

- Business Category Signage Exclusivity.
- One day use of the Activity Center or other facility space, once yearly, for; employee party, customer appreciation, employee recruiting, or by a designated MP non-profit partner. (Includes basic facility rent only, date to be booked “space available”).
- Lobby Entrance Signage Space. MP will be featured in the Activity Center Lobby as a “Major Sponsor”. (Rotated among major sponsors)
- MP will be featured as the “Title” sponsor of the Jefferson County Fair Grandstand. MP will receive prime, #1 position in signage for all Grandstand events, including stage scrims. All signage to be approved by JCFP and produced by MP.
- MP will be featured as “title” sponsor of one and secondary sponsor of another entertainment/beverage garden area at the Jefferson County Fair (Location TBD).
- MP logo will be featured as Major Sponsor in Fair Park and County Fair paid advertisements. Including; print ads, brochures, placemats, radio ads and television spots.
- A 1/2 page advertisement in the County Fair circular inserted in area newspapers 30 days before the fair.
- A 20 frontage foot booth space in the corporate display building or other grounds area as assigned during the County Fair.
- Display opportunity for 12 banners and/or permanent signage in prominent areas as assigned at the fair park during fair week, in fair park buildings and at fair park events where appropriate.
- MP will be allowed to offer a retail promotion featuring a complimentary adult gate County Fair admission pass marketed on MP products for the fair during a 2 week timeframe at least 2 weeks prior to the Fair. (Wednesday and Thursday admission only, all details to be approved by Jefferson County Fair Park)

**Corporate Partner Program for
Ott Schweitzer Dist., Inc., Wisconsin Wetgoods Co., Inc.
THE JEFFERSON COUNTY FAIR PARK
Major Partner
EXHIBIT A**

PARTNERSHIP / ADVERTISING SUMMARY OF OBLIGATIONS

Date: **December 9, 2008**

Partner: **Wisconsin Wetgoods Co., Inc.**
Address: **616 Gateway Drive**
City/State/Zip: **Milton, WI 53563**
Contact Name: **Dan Braun**
Phone: **(608)868-9700**

Partnership / Advertising Scope and Obligations:

THE JEFFERSON COUNTY FAIR PARK will carry out the scope of tasks set forth in attached
Exhibit B

Terms of this Agreement: 3 years (2009, 2010, 2011) with right of first refusal for subsequent terms to be determined.

Cost of this Agreement: \$69,000

Terms of Payment:

Year 1, 2 & 3: \$23,000/year

All payments are due and payable on January 31st of each year.

**Corporate Partner Program for
Schweitzer Dist., Inc., Wisconsin Wetgoods Co., Inc.
THE JEFFERSON COUNTY FAIR PARK
Major Partner
EXHIBIT B
(Continued)**

- MP will receive a total of 10 VIP passes to the Grandstand Entertainment, for either Friday or Saturday, including; gate admission, VIP dinner backstage, drinks, reserved seat and entertainer meet and greet.
- MP will receive 40 reserved seat passes for both Friday and Saturday Grandstand Entertainment (total 80 tickets, includes gate admission)
- MP will receive 250 complimentary adult fair admission passes.
- Logo and live link on the new Jefferson County Fair Park website.
- County Fair PA announcements identifying MP Brands as “Official Major Sponsor of the Jefferson County Fair Park”. (Twice daily during the fair)

RESOLUTION NO. 2008-_____

**Resolution approving exclusive carbonated and non-carbonated
beverage agreement for Fair Park and other county vending sites**

WHEREAS, the Jefferson County Fair Park Director has met with representatives of the three major beverage companies, Coca-Cola, Pepsi and 7 Up, to discuss marketing partnership arrangements for the County's business, and

WHEREAS, while Pepsi's proposal appears to be slightly less than the Coca-Cola proposal, the Pepsi proposal has more opportunity for increased revenue based on increased volume from marketing Pepsi products through large vendors using the fairgrounds, including the twice yearly Car Show, and

WHEREAS, the Fair Park Committee and the Fair Park Director recommend contracting with Pepsi for the Fair Park's needs and other county vending sites on an exclusive basis,

NOW, THEREFORE, BE IT RESOLVED that the Fair Park Director is authorized to enter into a marketing partnership agreement with Pepsi on the terms and conditions of Pepsi's proposal.

Fiscal Note: It is anticipated that a three-year marketing agreement with Pepsi will generate an additional \$62,520 revenue at a minimum, with a substantial opportunity to earn more based on increased business.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Fair Park Committee

12-09-08

Philip C. Ristow: 12-04-08

Sponsorship Amenities	Coke	Pepsi	7up
3 year agreement	yes	yes	yes
Cash	\$20,000 each year.	\$9,000 each year	\$7,000/year
20oz pricing	\$.92/unit, \$3.50/case \$2/case	\$.80/unit, \$3/case commission	\$.78/unit, \$.20/case commission
Bottled water price	\$11.25/cs net	\$13.50/cs net	\$12/cs
12oz can	\$.34/unit	n/a, no 12oz price, wants all 20oz	\$.38/unit
20oz commission on vending	28%	23%	25%
Vending pricing	\$1.25 for 20oz, \$.75 cans min.	\$1.25 for 20oz	\$1.50 for 20oz, \$.75 cans minimum
Coolers and Support Equipment	yes, no charge.	yes, no charge.	yes, at rental rates for trade.
Free Product for Backstage and Kids Day	yes	yes	no
Exclusivity	yes	yes	yes
One day facility use	yes	no	no
Lobby Signage	yes	yes	yes
County vending	yes	yes	yes
Logo on advertisements	yes	yes	yes
1/4 page ad in fair brochure	yes	yes	no
20 foot booth at fair	yes	yes	no
10 banners at fair	yes	yes	yes
Tiger/Elephant Show sponsorship	yes	yes	no
On-pack promotion in stores, pre-fair	yes	yes	no
10 VIP tickets	yes	yes	no
40 reserved seats	yes	yes	no
200 admission tickets	yes	yes	no
Kids Day sponsorship	yes	yes	no
Logo on Fair Park website	yes	yes	yes
Announcements ar Fair	yes	yes	yes
Added value programs as needed	yes	yes	yes
Estimated Commissions (\$3/case 3,000cs	\$0	\$9,000	\$600
Estimated profit \$1.50 x 3,000cs 1/2 to park	\$20,880	\$25,200	\$25,920
Estimated vending profit 2800cs	\$23,520	\$19,320	\$21,000
Cash	\$20,000	\$9,000	\$7,000
Total yearly profit potential	\$63,900	\$62,520	\$54,520

RESOLUTION NO. 2008-_____

Authorize easement for the Helenville Fire Department

WHEREAS, Jefferson County, through the tax foreclosure process, took title to approximately 77 acres fronting on both County Trunk Highway D and Bakertown Road, and

WHEREAS, by prior Board action, said property has been rezoned in part, and leased for agricultural purposes through the end of 2008, after which it is to be sold, and

WHEREAS, the Helenville Fire Department has requested an easement to use the pond on the property for fire protection purposes in the area of County Trunk Highway D and Bakertown Road by installation of a driveway and a dry hydrant to allow for the filling of fire trucks when necessary, and

WHEREAS, the Finance Committee has reviewed the request and recommends granting such an easement prior to sale of the property,

NOW, THEREFORE, BE IT RESOLVED that the Corporation Counsel is directed to prepare an easement subjecting this property to use by the Helenville Fire Department for installation of a driveway not greater than twenty feet in width from Bakertown Road to the pond, and allowing the fire department to install and maintain a dry hydrant for the public benefit of fire protection in that area.

BE IT FURTHER RESOLVED that the Clerk is authorized to execute the easement for recording purposes.

Fiscal Note: There is no direct fiscal impact involved with this resolution, although it is possible that the sale price of the property may be slightly diminished by the presence of a driveway and dry hydrant.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Finance Committee

12-09-08

Philip C. Ristow: 12-04-08

Item 17a

ORDINANCE NO. 2008-_____

Amendments to and fee changes in the Environmental Sanitation Ordinance

WHEREAS, the County acts as agent for the State of Wisconsin for health inspections,
and

WHEREAS, the state fees for such inspections have been increased, and

WHEREAS, it is desirable to conform the county fee schedule to the new state rates and
update other parts of the ordinances referenced below:

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES
HEREBY ORDAIN AS FOLLOWS:

Section 1. Sections 1.A.(2)(b) (d) and (e) of the Environmental Sanitation Ordinance
(Enforcement) are amended as follows:

- (b) The Corporation Counsel may in his discretion, commence legal action and may proceed pursuant to the provisions outlined in Wisconsin Statutes Section 66.0119 and Section 66.0114, or pursuant to the issuance of a summons and complaint.
- (d) The County of Jefferson adopts by reference the following Chapters of the Wisconsin Administrative Codes: HFS DHS 192, HFS DHS 195, HFS DHS 196, HFS DHS 197, HFS DHS 198, COMM 90, HFS DHS 172, DHS 173, HFS DHS 175, and HFS DHS 178 and DATCP 74 and all other state and federally referenced rules and Memorandums of Understanding; ~~together with such amendments to the above as may be enacted from time to time.~~
- (e) The County of Jefferson recognizes and adopts the same exemptions for inspections and licensure as contained in the aforementioned state statutes, administrative codes and the State of Wisconsin Department of Health and Family Services and Department of Agriculture, Trade & Consumer Protection policies.

Section 2. Section 1.A.(2)(f) of the Environmental Sanitation Ordinance (Enforcement) is created as follows:

- (f) The County of Jefferson is an agent for Department of Agriculture, Trade and Consumer Protection, under the provisions as set forth in Wisconsin State Statute Chapter 97.41.

Section 3. Section 1.A.(5) of the Environmental Sanitation Ordinance (License Application) is amended as follows:

License application shall be made to the Health Department on forms approved by ~~DHFS~~ DHS or DATCP, and supplied by the department, accompanied by the appropriate license fee and pre-inspection fee. Licenses hereunder shall not be granted or issued by the Department unless and until the Health Officer/Director, or designee, determines and certifies compliance, of the premises to be licensed, with all the applicable terms and conditions of all Wisconsin Administrative Codes under contract.

Section 4. Section 1.A.(7) of the Environmental Sanitation Ordinance (License Period) is amended as follows:

The license period for licenses issued per the ~~DHFS~~ DHS and DATCP contract shall be from July 1 through the following June 30th. Those licenses initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year, except ~~Bed and Breakfast~~ Body Art establishments.

Section 5. Sections 1.A.(8)(b) and (d) of the Environmental Sanitation Ordinance (Fees) are amended as follows:

- (b) PRE-INSPECTIONS AND THEIR ASSOCIATED FEES. Preinspections are required to be conducted for establishments within the scope of Wisconsin Statutes 254 Subchapter VII and DATCP 74.
- (d) RE-INSPECTION FEES. In the event that the County Health Department observes violations during the course of its inspections, and in the event that the violation is not corrected upon the Department's first re-inspection to confirm compliance, the Department shall charge the party in violation a fee ~~of \$100.00~~ as set forth below for each second or subsequent re-inspection necessary to confirm that the original violation has been remedied. [Amended 07/13/04, Ordinance No. 2004-14]

Section 6. Section 1.A.(8)(e) of the Environmental Sanitation Ordinance (Fees) is created as follows:

- (e) NO CERTIFIED OPERATOR FEE. If facility owners do not obtain certificate issued by State of Wisconsin within 90 days, facility owners will be assessed a \$150.00 fee.

Section 7. Section 1.A.(11)(h) of the Environmental Sanitation Ordinance (Denial, Suspension or Revocation of License) is amended as follows:

- (h) OPERATING WITHOUT A LICENSE. Any person who shall operate without a license as required above shall be subject to a forfeiture in the amount of ~~\$300.00~~ \$500.00. Ongoing violations of operating without a license may be subject to forfeitures in the amount of ~~\$300.00~~ \$500.00 for each day in which the person continues to operate without a license.

Section 8. Section 1.A.(11)(i) of the Environmental Sanitation Ordinance (Denial, Suspension or Revocation of License) is created as follows:

- (i) VOIDED PERMIT FOR FAILURE TO PAY FEES. If an applicant or owner fails to pay all applicable fees, late fees and processing charges within 15 days after the applicant or owner receives notice of an insufficiency or within 45 days after the expiration of the permit, whichever occurs first, the permit is void. An owner whose permit is voided under this subsection may appeal the decision.

Section 9. Sections 1.B.(1)(a) and (b)3. of the Environmental Sanitation Ordinance (Requirements) are amended as follows:

- (a) Except as provided in (b), no person, party, firm or corporation shall operate a Restaurant, Temporary Restaurant or Mobile Restaurant, as defined in Wisconsin Administrative Code ~~HFS~~ DHS 196, without first obtaining a license therefore from the Health Department, ~~or~~ ; nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this ordinance or Wisconsin Administrative Code ~~HFS~~ DHS 196, which is incorporated herein by reference and made part of this ordinance as if fully set forth herein.
3. Any public or private school lunchroom for which food service is directly provided by the school. The department shall charge a fee for inspection services to school lunchrooms required to be inspected under federal or state law. [Amended 01/09/07, Ordinance 2006-26]

Section 10. Sections 1.B.(2) and (2)(a) through (e) of the Environmental Sanitation Ordinance (Restaurants/Mean Food Service – Fees) are amended as follows:

In addition to the following fees, the licensee shall pay any applicable ~~DHFS~~ DHS or DATCP administrative fee, the amount of which is on file with the department

Fees pursuant to this section shall be as follows:

- (a) Limited Food Service Restaurant: A restaurant that serves only individually wrapped, hermetically sealed single servings supplied by a licensed processor.

1.	License Fee	\$ 80.00	<u>\$ 90.00</u>
2.	Pre-licensing Fee	\$ 40.00	<u>\$ 175.00</u>
3.	<u>Re-inspection Fee</u>		<u>\$ 115.00</u>

(b) Low Simple Complexity Restaurant: ~~A restaurant in which all of the following criteria are met:~~ As defined at DHS 196.04.

- ~~1. Food is cooked to order.~~
- ~~2. Food may be kept in a hot or warm condition, however only for one meal period. Such food may not be cooled and re-served at a later time.~~
- ~~3. Limited preparation of food. Pre-packaged products may be mixed together and minor preparation, such as slicing onions or pickles as condiments is acceptable.~~
- ~~4. Potential for cross-contamination must be minimal. No raw chicken or other meats may be used. Pre-breaded fish or preformed burger patties (fresh or frozen) may be used.~~

A.1.	License Fee	\$ 176.00	<u>\$ 195.00</u>
B.2.	Pre-licensing Fee:	\$ 160.00	<u>\$ 430.00</u>
3.	<u>Re-inspection Fee</u>		<u>\$ 265.00</u>

(c) Moderate Complexity Restaurant: ~~A restaurant in which any of the following criteria are met:~~ As defined at DHS 196.04.

- ~~1. Any Potentially Hazardous Food, as that term is defined in Wisconsin Administrative Code 196, is cooled and/or reheated.~~
- ~~2. Any food products made from scratch.~~
- ~~3. The facility seats 50 or more patrons.~~
- ~~4. The facility has a driveup window or walk up service window or provides delivery of food.~~
- ~~5. Any raw poultry, seafood or bulk beef is served. This does not apply to use of preformed patties.~~
- ~~6. The facility provides catering services.~~

7. ~~The facility provides banquet services.~~
- | | | | |
|------|--------------------------|----------------------|------------------|
| A.1. | License Fee: | \$ 253.00 | <u>\$ 300.00</u> |
| B.2. | Pre-licensing Fee: | \$ 260.00 | <u>\$ 705.00</u> |
| 3. | <u>Re-inspection Fee</u> | | <u>\$ 425.00</u> |
- (d) High Complexity Restaurant: ~~A moderate complexity restaurant in which five or more of the criteria set forth above are present. As defined at DHS 196.04.~~
- | | | | |
|----|--------------------------|----------------------|-------------------|
| 1. | License Fee | \$ 330.00 | <u>\$ 430.00</u> |
| 2. | Pre-licensing Fee | \$ 360.00 | <u>\$1,020.00</u> |
| 3. | <u>Re-inspection Fee</u> | | <u>\$ 610.00</u> |
- (e) Temporary Restaurants: A restaurant that operates at a fixed location in conjunction with a single event such as a fair, carnival, circus, public exhibition, anniversary sale or occasional sales promotion. Occasional means fewer than 4 days during any 12-month period. Licenses are issued at the site of the event. A temporary restaurant may be moved from location to location within the county, but may not operate from the new location until it has been inspected and found to be in compliance. A temporary restaurant license may not be used to operate more than one restaurant at a time.
- | | | | |
|----|--|----------------------|------------------|
| 1. | License Fee | \$ 100.00 | <u>\$ 165.00</u> |
| 2. | <u>Inspection fee if licensed another county or State of Wisconsin</u> | | <u>\$ 65.00</u> |

Section 11. Sections 1.C.(1), (3) and (4) of the Environmental Sanitation Ordinance (Bed & Breakfast Establishments) are amended as follows:

- (1) REQUIREMENT. No person, party, firm, or corporation shall operate a Bed and Breakfast Establishment as defined in Wisconsin Administrative Code HFS 197 for more than 10 nights in a year, without first obtaining an annual license from the Health Department; ; nor shall any person, party, firm or corporation operate ~~or~~ contrary to the terms and conditions of this ordinance or ~~HFS~~ DHS 197 of the Wisconsin Administrative Code, which is incorporated herein by reference and made a part of this ordinance as if fully set forth herein. [Amended 03/11/03, Ordinance No. 2002-32]

(3) Fees for licenses issued pursuant to this section shall be as follows:

(a) Bed and Breakfast License

1.	License Fee	\$ 138.00	<u>\$ 100.00</u>
2.	Pre-licensing Fee	\$ 160.00	<u>\$ 280.00</u>
3.	<u>Re-inspection Fee</u>		<u>\$ 160.00</u>

(4) In addition to the above fees, the licensee shall pay any applicable ~~DHFS~~ DHS administrative fee, the amount of which is on file with the Health Department.

Section 12. Sections 1.D.(1) and (2)(a) through (e) of the Environmental Sanitation Ordinance (Hotels, Motels and Tourist Rooming Houses) are amended as follows:

(1) REQUIREMENT. No person, party, firm, or corporation shall operate a Hotel, Motel or Tourist Rooming House, as defined in Wisconsin Administrative Code ~~HFS~~ DHS 195, without first obtaining an annual license therefore from the Health Department, ~~or~~ ; nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this ordinance or ~~HFS~~ DHS 195 of the Wisconsin Administrative Code, and Chapter 254, Subchapter VII provisions which are incorporated herein by reference and made a part of this ordinance as if fully set forth herein.

(2) FEES. The fees for the licenses issued pursuant to this section shall be as follows:

Hotel/Motel

(a) 05-30 Sleeping Rooms

1.	License Fee	\$ 176.00	<u>\$ 165.00</u>
2.	Pre-licensing Fee	\$ 160.00	<u>\$ 380.00</u>
3.	<u>Re-inspection Fee</u>		<u>\$ 230.00</u>

(b) 31-99 Sleeping Rooms

1.	License Fee	\$ 226.00	<u>\$ 260.00</u>
2.	Pre-licensing Fee	\$ 160.00	<u>\$ 615.00</u>
3.	<u>Re-inspection Fee</u>		<u>\$ 365.00</u>

(c) 100 –199 Sleeping Rooms [Amended 03/11/03, Ordinance No. 2002-32]

1.	License Fee	\$ 275.00	<u>\$ 330.00</u>
2.	Pre-licensing Fee	\$ 160.00	<u>\$ 795.00</u>
3.	<u>Re-inspection Fee</u>		<u>\$ 470.00</u>
(d)	200 or more Sleeping Rooms		
1.	License Fee	\$ 330.00	<u>\$ 400.00</u>
2.	Pre-licensing Fee	\$ 160.00	<u>\$ 950.00</u>
	[Created 03/11/03, Ordinance No. 2002-32]		
3.	<u>Re-inspection Fee</u>		<u>\$ 575.00</u>
(e)	Tourist Rooming House (1-4 rooms) [Amended 03/11/03, Ordinance 2002-32]		
1.	License Fee	\$ 110.00	<u>\$ 100.00</u>
2.	Pre-licensing Fee	<u>\$ 160.00</u>	<u>\$ 280.00</u>
3.	<u>Re-inspection Fee</u>		<u>\$ 160.00</u>

Section 13. Sections 1.E.(1) and (2)(a) through (f) of the Environmental Sanitation Ordinance (Campgrounds, Recreational and Education Camps) are amended as follows:

(1) REQUIREMENTS.

No person, party, firm or corporation shall operate a campground, recreational camp or educational camp, as defined in Wisconsin Administrative Code ~~HFS~~ DHS 175 or 178, without first obtaining an annual license therefore from the Health Department, ~~or~~ ; nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this ordinance or ~~HFS~~ DHS 175 or 178 of the Wisconsin Administrative Code, and Chapter 254, Subchapter VII provisions which are incorporated herein by reference and made a part of this ordinance as fully set forth herein.

(2) FEES.

The fees for the licenses issued pursuant to this section shall be as follows:

(a)	Campgrounds (1-25 sites)		
1.	License Fee	\$ 138.00	<u>\$ 150.00</u>
2.	Pre-licensing Fee	\$ 125.00	<u>\$ 335.00</u>

	3.	<u>Re-inspection Fee</u>		<u>\$ 210.00</u>
(b)	Campground (26-50 sites)			
	1.	License Fee	\$ 165.00	<u>\$ 215.00</u>
	2.	Pre-licensing Fee	\$ 150.00	<u>\$ 495.00</u>
	3.	<u>Re-inspection Fee</u>		<u>\$ 300.00</u>
(c)	Campground (51-100 sites)			
	1.	License Fee	\$ 193.00	<u>\$ 265.00</u>
	2.	Pre-licensing Fee	\$ 175.00	<u>\$ 610.00</u>
	3.	<u>Re-inspection Fee</u>		<u>\$ 370.00</u>
(d)	Campground (100 – 199 sites) [Amended 03/11/03, Ordinance No. 2002-32]			
	1.	License Fee	\$ 220.00	<u>\$ 310.00</u>
	2.	Pre-licensing Fee	\$ 200.00	<u>\$ 725.00</u>
	3.	<u>Re-inspection Fee</u>		<u>\$ 440.00</u>
(e)	Campground (200 or more sites)			
	1.	License Fee	\$ 248.00	<u>\$ 355.00</u>
	2.	Pre-licensing Fee	\$ 225.00	<u>\$ 840.00</u>
		[Created 03/11/03, Ordinance No. 2003-32]		
	3.	<u>Re-inspection Fee</u>		<u>\$ 505.00</u>
(f)	Recreational/Educational Camps			
	1.	License Fee	\$ 220.00	<u>\$ 440.00</u>
	2.	Pre-licensing Fee	\$ 200.00	<u>\$1,050.00</u>
		[Amended 03/11/03, Ordinance No. 2002-32]		
	3.	<u>Re-inspection Fee</u>		<u>\$ 630.00</u>

Section 14. Sections 1.F.(1) and (2)(a) of the Environmental Sanitation Ordinance (Public Swimming Pools) are amended as follows:

(1) REQUIREMENTS.

No person, party, firm or corporation shall operate a public swimming pool, as defined in Wisconsin Administrative Code ~~HFS DHS~~ 172 or Comm. 90, without first obtaining an annual license therefore from the Health Department, ~~or; nor shall any person, party, firm or corporation operate~~ contrary to the terms and conditions of this ordinance or ~~HFS DHS~~ 172 or Comm. 90 of the Wisconsin Administrative Code, and Chapter 254, Subchapter VII provisions which are incorporated herein by reference and made a part of this ordinance as fully set forth herein.

(2) FEES.

The fees for the licenses issued pursuant to this Section shall be as follows:

(a) Public Swimming Pools

1.	License Fee	\$ 193.00	<u>\$ 150.00</u>
2.	Pre-licensing Fee	\$ 175.00	<u>\$ 150.00</u>
3.	<u>Re-inspection Fee</u>		<u>\$ 75.00</u>

Section 15. Sections 1.F.(2)(b) through (e) of the Environmental Sanitation Ordinance (Public Swimming Pools) are created as follows:

(b) Swimming Pools with Water Attraction

1.	<u>License Fee</u>	<u>\$ 175.00</u>
2.	<u>Re-licensing Fee</u>	<u>\$ 175.00</u>
3.	<u>Re-inspection Fee</u>	<u>\$ 75.00</u>

(c) Swimming Pools with Water Attraction with Up to 2 Slides

1.	<u>License Fee</u>	<u>\$ 250.00</u>
2.	<u>Pre-licensing Fee</u>	<u>\$ 250.00</u>
3.	<u>Re-inspection Fee</u>	<u>\$ 125.00</u>

(d) Swimming Pools with Additional Pool Slides

- | | | |
|----|--------------------------|-----------------|
| 1. | <u>License Fee</u> | <u>\$ 50.00</u> |
| 2. | <u>Pre-licensing Fee</u> | <u>\$ 50.00</u> |
| 3. | <u>Re-inspection Fee</u> | <u>\$ 25.00</u> |

(f) Swimming Pools with Additional Waterslides

- | | | |
|----|--------------------------|------------------|
| 1. | <u>License Fee</u> | <u>\$ 150.00</u> |
| 2. | <u>Pre-license Fee</u> | <u>\$ 150.00</u> |
| 3. | <u>Re-inspection Fee</u> | <u>\$ 75.00</u> |

Section 16. Section 1.G.(1) of the Environmental Sanitation Ordinance (School Inspections) is amended and Section 1.G.(2) is created as follows:

- (1) REQUIREMENTS. ~~Public law 108 265, The Child Nutrition and WIC Reauthorization Act of 2004, requires that a~~ All schools participating in the National School Lunch (NSLP) or School Breakfast Programs (SBP) shall, at least twice during each school year, obtain a food safety inspection conducted by a state or local governmental agency responsible for food safety inspections. ~~DPI and DHFS enter into a Memorandum of Understanding (MOU) in order to coordinate such inspections, to implement and monitor a school food safety program and to assist schools in complying with health standards in Wis. Admin. Code ch. HFS 196. Jefferson County Health Department fees for such inspections shall be:~~

- (2) FEES. The fees for the inspection conducted pursuant to this section shall be as follows:

- | | | | |
|-----|----------------------------------|----------------------|--------------------------------------|
| (a) | Full Service Kitchen | \$ 210.00 | <u>\$ 380.00</u>
(per inspection) |
| (b) | Full Service Pre-Inspection Fee | \$ 210.00 | <u>\$ 380.00</u>
(before opening) |
| (c) | Satellite Kitchen | \$ 80.00 | <u>\$ 135.00</u>
(per inspection) |
| (d) | Satellite Kitchen Pre-Inspection | \$ 80.00 | <u>\$ 135.00</u>
(before opening) |

[Created 01/09/07, Ordinance 2006-26]

Section 17. Section 1.H. of the Environmental Sanitation Ordinance (PENALTIES) is renumbered 1.J.

Section 18. Section 1.H. of the Environmental Sanitation Ordinance (RETAIL FOOD ESTABLISHMENTS) is created as follows:

H. RETAIL FOOD ESTABLISHMENTS.

(1) REQUIREMENTS. No person, party, firm or corporation shall operate a Retail Food Establishment, as defined in WI Admin. Code DATCP 75 and Section 97.30 of the Wisconsin Statutes, without first obtaining an annual license therefore from the County of Jefferson Health Department; nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this ordinance or DATCP 75 or Section 97.30 of the Wisconsin Statutes, which are incorporated herein by reference and made a part of this ordinance as if fully set forth herein.

(2) FEES.

(a) Food sales of at least \$1,000,000.00 and retail food establishment processes potentially hazardous food.

- | | | |
|----|--------------------------|------------------|
| 1. | <u>Fee</u> | <u>\$ 959.00</u> |
| 2. | <u>Pre-licensing Fee</u> | <u>\$1000.00</u> |
| 3. | <u>Re-inspection Fee</u> | <u>\$ 450.00</u> |

(b) Food sales of at least \$25,000.00, but less than \$1,000,000.00 and retail food establishment processes potentially hazardous food.

- | | | |
|----|--------------------------|------------------|
| 1. | <u>License Fee</u> | <u>\$ 371.00</u> |
| 2. | <u>Pre-licensing Fee</u> | <u>\$ 400.00</u> |
| 3. | <u>Re-inspection Fee</u> | <u>\$ 190.00</u> |

(c) Food sales of at least \$25,000.00 and retail food establishment is engaged in food processing, but does not process potentially hazardous food.

- | | | |
|----|--------------------------|------------------|
| 1. | <u>License Fee</u> | <u>\$ 266.00</u> |
| 2. | <u>Pre-licensing Fee</u> | <u>\$ 300.00</u> |
| 3. | <u>Re-inspection Fee</u> | <u>\$ 190.00</u> |

(d) Food sales of less than \$25,000.00 and retail food establishment is engaged in food processing, but does not process potentially hazardous food.

1. License Fee \$ 84.00

2. Pre-licensing Fee \$ 90.00

3. Re-inspection Fee \$ 90.00

(e) Retail food establishment does not engage in food processing.

1. License Fee \$ 45.00

2. Re-inspection Fee \$ 90.00

(f) Inspection fee for temporary food stands is \$40.00.

Section 19. Ordinance No. 96-10 regulating tattoo and body-piercing establishments and operators is hereby incorporated into the Environmental Sanitation Ordinance as Section 1.I. – TATTOO AND BODY-PIERCING ESTABLISHMENTS AND OPERATORS and amended as follows:

(1) DEFINITIONS.

- (a) "Body piercing" means to puncture the skin of a person and insert an ornamental object in a location other than the ear lobe.
- (b) "Department" means the Jefferson County Health Department.
- (c) "Establishment" means the location where tattooing, body piercing, or other nontherapeutic practice where the skin barrier is broken is performed.
- (d) "Health Officer" means the health officer in charge of a local health department or the authorized agent of the health officer.
- (e) "Licensed physician" has the meaning given in § 448.01(5) Wisconsin Statutes.
- (f) "Tattoo" means to puncture the skin of a person with a needle and insert indelible permanent coloring through the puncture to leave permanent marks or designs.

(2) ~~LICENSE REQUIRED~~ TATTOO AND BODY-PIERCING LICENSES.

- (a) Adoption of Code. The tattooing and body-piercing code as promulgated by the Wisconsin Department of Health Services and codified in the

Wisconsin Administrative Code, Chapter DHS 173 is adopted by reference and made a part of this Code as far as it is applicable. A violation of Chapter DHS 173 shall be a violation of this Code.

(b) Local License Required. No person, firm or entity shall engage in or work at tattooing or body-piercing, as defined as Chapter DHS 73, without being licensed as required in this Chapter or Chapter DHS 173.

(c) Fee Schedule. The operator of a tattoo establishment or body-piercing establishment or a combined tattoo and body-piercing establishment shall pay an annual license fee to the County of Jefferson as follows:

1. For a tattoo or body-piercing establishment

i.	<u>License Fee</u>	<u>\$ 125.00</u>
ii.	<u>Pre-licensing Fee</u>	<u>\$ 240.00</u>
iii.	<u>Re-inspection Fee</u>	<u>\$113.00</u>

2. For a combined tattoo and body-piercing establishment

i.	<u>License Fee</u>	<u>\$ 205.00</u>
ii.	<u>Pre-licensing Fee</u>	<u>\$ 375.00</u>
iii.	<u>Re-inspection Fee</u>	<u>\$ 180.00</u>

(d) Transferability of Licenses. Licenses under this Code are valid for no longer than one (1) calendar year or portion thereof, expiring on June 30th of each year. Licenses are not transferable between persons, entities, firms or any combination thereof.

(e)(a) No person shall engage in any practice which breaks the skin barrier of a human being for nontherapeutic purposes, including but not limited by enumeration to tattooing and body piercing, without first applying for and receiving a license from the department. Licensed physicians are exempted from the licensing requirement.

~~(f)(b)~~—Licenses are valid for no longer than one calendar year. All licenses expire on December 31st of each year. Licenses are not transferable.

~~(g)(e)~~—The license shall be posted in a conspicuous place in the establishment where the business of tattooing, body piercing or other nontherapeutic practice is conducted.

~~(h)(d)~~—A license shall be issued only after the establishment has been inspected and approved by the Health Officer. The Health Officer may make additional inspections during the license year during normal business hours without notice for the purpose of determining compliance with any of the terms of this ordinance.

~~(e)~~ The license fee shall be \$125.00.

~~(3)~~—TEMPORARY LICENSES.

~~(a)~~—Any person who wishes to practice tattooing, body piercing or any other nontherapeutic practice for no more than seven days shall apply for and receive a temporary license from the department. Each temporary location requires a separate license.

~~(b)~~—A temporary license shall not be valid for more than seven (7) consecutive days.

~~(c)~~—The license shall be posted as for 2(c) above.

~~(d)~~—The license shall be issued subject to the terms of 2(d) above.

~~(e)~~—The license fee shall be \$50.00 for the first day and \$15.00 per day for each additional day to a maximum of \$145.00 for seven (7) days.

~~(4)~~(3) HEALTH AND SANITARY REQUIREMENTS.

(a) Activities licensed under this code shall be performed by the artist or operator in a business establishment that is completely separated from any living quarters by a solid permanent partition. A solid door leading to the living quarters shall be permitted, provided it remains closed during business hours. A direct outside entrance to the establishment shall be provided. This door shall remain unlocked during business hours. Business hours shall be posted on the door.

(b) The entire premises and all facilities used in connection therewith shall be maintained in a clean, sanitary and vermin-free condition and in good repair.

(c) The establishment shall have a potable supply of hot and cold water under pressure.

(d) The establishment shall be equipped with toilet and hand washing facilities which are connected to water and sewage disposal systems. Hand washing lavatories shall be supplied with soap or a cleansing compound and single service towels. At least one hand wash lavatory shall be located in the area where the work is performed.

- (e) The establishment shall have adequate lighting and ventilation, including the area where the procedure is performed.
- (f) Floors and counters in the immediate area where the procedure is performed shall have smooth, impervious and washable surfaces.
- (g) The operating table, chair, and supply tables shall be constructed of materials capable of being easily and thoroughly cleaned.
- (h) Approved waste containers with non-absorbent durable plastic liners shall be used for all tissues, towels, gauze pads and other similar items used on the customer. Materials contaminated with blood or body fluid shall be disposed of in accordance with applicable federal and state laws governing such waste.
- (i) No person shall be present in the immediate vicinity of the work area unless authorized by the artist or operator to be there.
- (j) No animals shall be present in the immediate vicinity of the work area except service animals for persons with impaired vision, hearing or mobility.
- (k) Smoking and consumption of food or drink shall not be permitted in the vicinity of the work area.

~~(5)~~(4) EQUIPMENT.

- (a) The establishment shall have clean, laundered towels, washcloths, and disposable toweling and gauze sponges in sufficient quantity for sanitary operation. These items shall be stored in closed, clean and dry enclosures.
- (b) Clean towels and washcloths shall be used on each customer.
- (c) Single service toweling and sponges shall be discarded after use. Soiled nondisposable towels and washcloths shall be stored in an approved covered container.
- (d) Nondisposable towels and washcloths shall be laundered between uses in a manner that removes blood and body fluids and renders the material free of pathogens.
- (e) The establishment shall be equipped with an autoclave in good working order equipped with temperature and pressure gauges. Materials capable of being steam sterilized in an autoclave shall be sterilized with inclusion of an indicator device approved by the department. When equipment is packaged for sterilization, the date of sterilization shall be recorded on temperature

sensitive tape or a label. Methods of sterilization other than autoclaving may be used only after approval by the department.

- (f) Nondisposable equipment such as needles, needle bars, razor handles and dye cups shall be thoroughly cleaned before sterilization.
- (g) Sterilized equipment shall be stored in a clean, dry and dust free enclosure.
- (h) Needles may be re-used during the same session on the same person provided they are cleaned before re-use.
- (i) Engineering and work practice controls shall be used to minimize exposure of customer and operator to blood and body fluids. Universal precautions shall be employed to prevent the spread of blood-borne pathogens. Disposable used needles, razors and similar sharp items shall be treated as biohazardous waste and disposed of in puncture resistant containers designed for such purpose.
- (j) For privacy purposes at the customer's request there shall be available for use a panel or other barrier of sufficient height and width to effectively separate the customer from any unwanted observers or waiting customers.

~~(6)~~(5) STENCILS, DYES AND INKS.

- (a) Nondisposable stencils shall be thoroughly cleaned after each use and sanitized using a method approved by the department.
- (b) Paper or other disposable stencils shall be used only once. Used stencils shall be handled as biohazardous waste.
- (c) The licensee shall submit a written inventory of the sources of all dyes and inks used in creating tattoos to the department as a part of the licensing process.
- (d) Dyes and inks shall be sterilized and dispensed from sterile containers.
- (e) Upon completion of a tattoo any unused dye or ink shall be discarded. Any dye or ink in which a needle was dipped shall not be re-used on another person.

~~(7)~~(6) SKIN PREPARATION.

- (a) Aseptic techniques shall be practiced.
- (b) If the customer's skin is to be shaved, a safety razor with a new blade shall be used. The blade shall be discarded in a sharps container after use.

Nondisposable blade holders shall be sterilized before each use. Disposable blade holders shall not be re-used.

- (c) The skin area to receive the tattoo, body piercing or other nontherapeutic practice shall be cleansed with a germicidal product. If the skin is to be tattooed, the skin shall be washed with 70 percent isopropyl alcohol. Single use gauze sponges, cloths and towels shall be used for skin preparation and discarded after use.
- (d) Materials such as petroleum jelly used for applying stencils shall be dispensed from single use disposable containers or with a sterile applicator which shall be discarded after each use.
- (e) After tattoo work is completed, a dressing made of antiseptic ointment covered by dry sterile gauze may be used. The antiseptic ointment shall be dispensed in a manner that prevents contamination of the ointment by blood and body fluids.

~~(8)~~(7) OPERATORS.

- (a) The operator shall be free of communicable diseases that may be transmitted during the work to be performed on the customer.
- (b) The operator shall wear clean clothing.
- (c) The operator shall wash his/her hands thoroughly with a disinfectant soap and water before preparing the customer for, or performing, the work. Hands shall be dried with single service towels.
- (d) The Health Officer shall have the power to require any operator to submit to a practicing physician for a physical examination whenever the operator is suspected of having any disease that may be transmitted during the work performed. The expenses of physical examination shall be paid by the operator.
- (e) Any operator notified to appear for a physical examination required in 8(d) above shall immediately cease working and shall not be allowed to work as an operator until he/she shall have first received a certificate in writing from a practicing physician that he/she is free of disease which may be transmitted during the work performed.
- (f) The Health Officer may require the operator to be immunized against Hepatitis B.

~~(9)~~(8) CUSTOMERS.

- (a) No person shall tattoo, body pierce, or perform any other nontherapeutic practice on another person under the age of eighteen (18) years except in the case where the customer has obtained written orders for such work from a licensed physician and written consent of a parent or guardian. Proof of age shall be required for all customers who appear to be younger than age thirty (30).
- (b) No person shall tattoo, body pierce, or perform any other nontherapeutic practice on any person who appears to be under the influence of drugs or alcohol.
- (c) No tattooing, body piercing or other nontherapeutic practice shall be performed on any person who is suspected of having jaundice or hepatitis, or of being infected with the Human Immunodeficiency Virus, or who has recovered from jaundice or hepatitis within the preceding six (6) months.
- (d) Tattooing, body piercing or any other nontherapeutic practice shall not be performed on any person in an area where there is evidence of a skin infection, disease or condition, including but not limited by enumeration to rashes, pimples, boils, ringworm, athlete's foot or acne.
- (e) Each person shall receive and sign an informed consent release before the work is performed by the artist or operator. The informed consent form shall contain information about the permanency of the procedure and risk of infection associated with the procedure. The informed consent form shall also contain statements affirming that the customer is at least eighteen (18) years of age, free of jaundice, and not infected with any hepatitis virus or Human Immunodeficiency Virus.

~~(40)~~(9) RECORDS.

- (a) Records shall be kept of all work performed, including the name of the customer, date, time, description of the work done, the operator's name, and the signed statement of informed consent. Records shall be kept on the premises of the establishment where the work is done.
- (b) These records shall be available for inspection by the Health Officer for a period of three (3) years.

~~(44)~~(10) NONCOMPLIANCE; PENALTIES.

- (a) Any person found guilty of violating any provision of this ordinance shall forfeit not less than \$100.00 nor more than \$500.00. Each service of a separate customer in a manner which violates this ordinance shall constitute a separate offense.

- (b) Any person who performs work governed by this ordinance without first having been licensed to do so shall forfeit not less than \$1,000.00 nor more than \$10,000.00. Each day or partial day of operation shall constitute a separate offense.
- (c) The penalties provided in 11(a) and 11(b) shall double for the second offense within one year, as determined by the date of offense.
- (d) Upon conviction of a second violation of this ordinance with a date of offense within one year of the first offense, the license of the operator may be revoked for one (1) year.
- (e) Applicable state penalty assessments and court costs shall be added to any forfeiture imposed.

~~(12)~~(11)SEVERABILITY. If any section, sentence clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court, such decision shall not affect the validity of the remaining portions of the ordinance. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

Section 20. This ordinance shall be effective after passage and publication as provided by law.

Fiscal Note: The increased fees are passed through to the State. In the areas covered by the new agent status for DATCP inspections, some additional receipts will be realized, but it is speculative to estimate the amount at this time.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Board of Health

12-09-08

Philip C. Ristow: 11-06-08

RESOLUTION NO. 2008-_____

**Delegation of authority to the Board of Health concerning agreements for
Public Health Consortium #10**

WHEREAS, Jefferson County is a member of the South Central Wisconsin Public Health Preparedness Consortium #10, consisting of the counties of Dane, Dodge, Green, Jefferson and Rock and the cities of Beloit, Madison and Watertown, and

WHEREAS, the parties desire to revise their operating agreement to reflect the project objectives identified in 2008 State of Wisconsin Department of Health Contract Agreement #15905, and other similar agreements which may be awarded to the Consortium, and

WHEREAS, the Board of Health has not had a meeting since completion of the proposed agreement, and meets next on December 17, 2008, and

WHEREAS, it is desirable to continue to be a member of the regional consortium and contract for the services of a public health preparedness coordinator for 2009 to administer this program subject to completion of an agreement with the Consortium reimbursing Jefferson County for any and all expenses in connection therewith,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Health Officer is authorized to execute the South Central Wisconsin Public Health Preparedness Consortium #10, Agreement #2 upon approval by the Board of Health at its next meeting, and

BE IT FURTHER RESOLVED that the Jefferson County Health Officer is authorized to contract for the services of a public health preparedness coordinator upon approval of the Board of Health and entering into a written agreement with the Consortium to reimburse Jefferson County for all costs incurred in connection therewith.

Fiscal Note: No county levy funds are directly implicated by this agreement, other than the funds for staff time involved. Assuming approval by the Board of Health at its next meeting, an agreement will be prepared between the Consortium and Jefferson County to cover the costs of the independent contractor serving as the public health preparedness coordinator. This contract, as well as the memorandum of understanding, should be revenue neutral.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Requested by
Board of Health

12-09-08

Philip C. Ristow: 12-03-08

AGREEMENT TO FORM A REGIONAL CONSORTIUM
OF PUBLIC HEALTH AGENCIES TO PREPARE FOR
BIOTERRORISM AND OTHER PUBLIC HEALTH THREATS
("South Central Wisconsin Public Health Preparedness Consortium #10")
Consortium #10, Agreement No. 2

I. Parties, Effective Date

This Agreement is made by and among the Counties of Columbia, Dodge, Green, Jefferson, Rock, the City of Watertown, and the Board of Health for Madison and Dane County on behalf of Public Health – Madison and Dane County (a local city-county health department established under section 251.02(lm) of the Wisconsin Statutes, "PHMDC"); hereinafter referred to collectively as the "parties" or individually as a "party." This Agreement shall take effect upon the date of the final signature and shall supersede and have the effect of terminating the previous agreement of the same name executed by the Counties of Dane, Dodge, Green, Jefferson, and Rock and the Cities of Beloit, Madison, and Watertown.

II. Purpose

Pursuant to the authority granted by Wis. Stat. §66.0301, the parties hereby agree to cooperate to exercise their municipal powers jointly, for the following purposes:

- To create a regional consortium pursuant to Wis. Stat. sec. 66.0301, to develop core expertise and to prepare effective response plans for bioterrorism, infectious disease outbreaks, natural disasters and other public health threats (the "Consortium"). The South Central Wisconsin Public Health Preparedness Consortium has been established specifically for the purpose of implementing Emergency Supplement Cooperative Agreement #U90/CCU517002-03-2 and other successor agreements generally pertaining to bio-terrorism response.
- To implement and carry out the Project Objectives identified in the 2008 State of Wisconsin, Department of Health and Family Services, DPH Contract Agreement #15905, and similar grants which may be applied for and awarded on behalf of the Consortium in the future.

III. Governance

Each undersigned party will designate one representative, who shall be the Director of Public Health for that party, or his or her designee, and who is authorized to serve on the Consortium Board, which shall be established to govern the activities of the Consortium. Each such representative shall have one vote and simple majority shall rule unless the Consortium By-laws prescribe a different procedure. The Consortium Board shall hold an organizational meeting forthwith to be attended by each designated representative. The Board shall adopt By-laws and other rules of procedure for operation of the Consortium, which may be amended from time to time as necessary for the efficient operation of the Consortium. However, the Board shall not have the power to legally or financially bind or obligate the individual parties to this Agreement (i.e. the municipalities, local health departments, or their governing bodies) beyond the express written terms of this Agreement or as may be provided by state law or the terms of any grant agreement to which the affected Party has agreed to be bound. The Board shall elect a Chair and other Officers in a manner and with duties and functions to be established by the By-laws. The Chair shall preside over the organizational meeting. The By-laws may provide for additional voting or non-voting member positions on the

Consortium Board. Each representative shall act within the scope of his or her authority under his or her applicable local ordinances, rules and policies and under state and federal law.

IV. Fiscal Agent

Fiscal agent: Public Health - Madison and Dane County (PHMDC) shall act as Fiscal Agent for the Consortium, may apply for and receive grants on behalf of the Consortium, and shall receive and manage funds associated with bioterrorism preparedness grants awarded to (or on behalf of) the Consortium, consistent with the terms and conditions of any such grant contract(s). The fiscal agent shall manage the expenses of the Consortium including, but not limited to, funds allocated for salaries, employee benefits, training, office space, supplies and contracted services, or other distribution of funds as directed by the Board. The Consortium shall not require the Fiscal Agent (Public Health – Madison and Dane County) to expend its local funds for the activities of the Consortium.

V. Scope of Activities, Powers, Obligations.

1. Scope of Activities. The Consortium shall assess strengths and weakness related to bioterrorism and other emergency situations. The Consortium shall provide technical expertise and leadership in the development of comprehensive bioterrorism and emergency plans to enable the Consortium and its members to provide an effective response in the event of a bioterrorist act, and infectious disease outbreak, a natural disaster, or another serious public health threat.
2. Powers. The Consortium Board shall have the following powers:
 - a. To make, amend and repeal bylaws, rules, regulations, rates, charges and other rules of service,
 - b. To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Consortium and the parties and to carry out the purposes and powers granted to it by this Agreement,
 - c. To apply for annual bioterrorism preparedness grants from the State of Wisconsin Department of Health and Family Services, Division of Public Health, or any other similar regional preparedness grant contracts,
 - d. To procure the services of consultants or contractors to fulfill the obligations of the Consortium for purposes including but not limited to, providing expertise in preparedness planning, exercise planning, facilitation and evaluation, surveillance, and epidemiology. If the Board determines such assistance to be necessary, it shall determine the qualifications and may arrange, via the Fiscal Agent or other appropriate procedure, for the procurement of one or more consultants or contractors for such purposes. Any Consortium member (party) may elect to provide employee(s) or contract for services on behalf of the Consortium upon approval of the Consortium Board and if the requirements of paragraph f. below are met. Board approval shall be sufficient to authorize the Fiscal Agent to pay invoices from that Consortium member for reimbursement for any such contract. Notwithstanding the foregoing, absent any express statutory authority to the contrary, the Consortium Board does not have the authority to contract on behalf of any Party to this Agreement. Any procurement made with or reimbursed with funds provided under a grant contract shall comply with all applicable requirements of the grant contract. Additionally, any consultant, services or other procurements by or on behalf of the Consortium by the Fiscal Agent shall comply with the applicable purchasing and contracting policies of the Fiscal Agent.
 - e. Other powers and duties established under the Bylaws and not inconsistent with or in excess of the powers and duties established in this Agreement.

f. Limitation on Financial and Legal Commitments. Notwithstanding any other provisions in this Agreement, the Board shall not have the authority to commit the Consortium, or any party to this MOU, to any financial responsibility, whether by contract or otherwise, without first having on the file in the records of the Consortium, a legally effective resolution or other action of the governing body (or duly authorized commission or committee) of that party which authorizes the party's financial contribution or legal commitment.

g. To authorize the Fiscal Agent to receive funds from the parties to this Agreement or from any other source.

h. To authorize the Fiscal Agent to distribute any unexpended funds from the 2008 State Contract to the Consortium member parties, in strict compliance with the requirements of that Contract, if any such funds remain after the 2008 Program Objectives and all other contract obligations are completed. Any such funds shall be distributed according to a formula adopted by the Consortium Board, and the Board is hereby authorized to establish such a formula.

i. Additional Members. The Consortium Board may authorize the addition of new members to the Consortium under the procedure in Section VI.

3. Obligations – Compliance with Project Objectives and other Grant Conditions:

a. 2008 Division of Public Health Contract Agreement #15905.

The Consortium shall perform the Program Objectives described in Exhibits I and II to the "Division of Public Health Contract Agreement – Public Health Preparedness – Fiscal Agent – DPH Contract #15905" executed between the State of Wisconsin and the Board of Health for Madison and Dane County, executed on March 3, 2008 and effective from January 1, 2008 through December 31, 2008 (Profile ID#155115 BioT Focus A Planning grant, the "2008 State Grant") which is incorporated herein by reference. Each party to this Agreement shall perform its respective duties and obligations in order to satisfy the contractually required goals and objectives of the Consortium (via its fiscal agent PHMDC) under the 2008 State Grant and comply with all applicable terms and conditions in completion of such obligations.

Each party shall be reimbursed for actual costs for completed Program Objective work under the 2008 State Grant, submitted to PHMDC (as fiscal agent for the Consortium) on invoice forms to be prescribed by PHMDC.

In the performance of work under the grants listed in Article V., Sections 3.a. and b., each party agrees to accept responsibility for its own acts and omissions and indemnify and hold harmless the Board of Health for Madison and Dane County, Public Health-Madison and Dane County, the City of Madison, and Dane County and their officers, officials, agents and employees for any and all liability for the party's failure to comply with applicable terms and conditions of the grant agreement.

b. Future Public Health Preparedness Grant Agreements. If the Consortium applies for future grants from the State of Wisconsin Department of Health and Family Services, Division of Public Health, or any other similar regional preparedness grant contracts, the procedures under Section 3.a. above shall apply to such future grant agreement(s).

VI. Coordination Among Agencies

The Consortium shall identify, coordinate with and cooperate with necessary and helpful resources such as hospitals, clinics, emergency medical response services, emergency government agencies and

other appropriate agencies within each party's jurisdiction, as well as with other regional consortia, HAZMAT teams, and state and tribal agencies.

VII. Duration and Termination of Agreement, Addition of Members, Withdrawal from Consortium

The term of this Agreement shall continue indefinitely as necessary for the Consortium, as a §66.0301 cooperative Commission, to receive state and federal grants related to bioterrorism and other public health disaster response planning. The Board may, according to its By-laws, act to reorganize or disband itself. A party to this Agreement may withdraw from the Consortium by providing a 30-day written notice to the current Chairperson of the Consortium Board, who shall promptly notify all parties. Withdrawal from the Consortium under this procedure shall have the effect of terminating the withdrawing party from the terms and conditions of this Agreement, including the ability to be reimbursed for any work performed under Section V.3., to be reimbursed for any contracts with third parties, or any other reimbursements.

This Agreement, and therefore the Consortium, may also be terminated by a two thirds (2/3) vote by members to terminate the Agreement, after January 31, 2009.

Additional members (counties or local health departments) may be added to the Consortium, if approved by the Consortium Board and the State of Wisconsin, if required. New members shall become parties to this Agreement upon signing a written Addendum which sets forth the new member's agreement to be bound by the terms and conditions of this Agreement.

VIII. Miscellaneous

Entire Agreement. This Agreement represents the entire agreement of the parties as to the matters described herein and supersedes any prior studies, memoranda, letters, other writings or oral discussions or understandings about the participation of any of the members of the Consortium.

Amendment or Modification. No amendment or modification may be made to this Agreement except in a writing signed by an authorized representative of each party.

Severability. It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

Counterparts. This Agreement may be executed in counterparts, and the signatures of each party on separate copies of the Agreement shall be fully effective to bind each of them to the Agreement with any other party that signs any separate copy of the Agreement.

IX. Authority to Execute Agreement

Each person signing this Agreement on behalf of each party represents that he or she has the necessary authority from his or her respective governing body to bind the Party and enter into this Agreement.

COLUMBIA COUNTY, WISCONSIN

By: _____ Date _____

Print Name & Title: _____

By: _____ Date _____

Print Name and Title: _____

DODGE COUNTY, WISCONSIN:

By: _____ Date _____

Print Name & Title: _____

By: _____ Date _____

Print Name and Title: _____

GREEN COUNTY, WISCONSIN:

By: _____ Date _____

Print Name & Title: _____

By: _____ Date _____

JEFFERSON COUNTY, WISCONSIN:

By: _____ Date _____

Print Name & Title: _____

By: _____ Date _____

Print Name and Title: _____

ROCK COUNTY, WISCONSIN:

By: _____ Date _____

Print Name & Title: _____

By: _____ Date _____

Print Name and Title: _____

CITY OF WATERTOWN, WISCONSIN:

By: _____ Date

Print Name & Title: _____

By: _____ Date

Print Name and Title: _____

**BOARD OF HEALTH FOR MADISON AND DANE COUNTY,
ON BEHALF OF PUBLIC HEALTH-MADISON AND DANE COUNTY:**

By: _____
Dr. Tom Schlenker, Director of Public Health
Public Health-Madison and Dane County

Date

Approved:

Wesley Sparkman, Contract Compliance Officer Date

Approved:

Eric Veum, City of Madison Risk Manager, Date
acting Risk Manager for PHMDC

Approved:

Dean Brasser, Comptroller, City of Madison Date

Approved as to Form:

Michael P. May, City Attorney, City of Madison Date

Item 18a

RESOLUTION NO. 2008-_____

Approve bids for single axle trucks and setup

WHEREAS, the Jefferson County Highway Department is updating winter maintenance and summer maintenance trucks and equipment, and

WHEREAS, bids were solicited for four (4) 2009 model single axle trucks with dump boxes and plow equipment, and such bids were received and opened on November 20, 2008, with the following results:

Truck Vendors

Company:	Capital City International
Make & Model:	2009 International 7400SFA
Net Bid (4 trucks):	<u>\$312,616.00</u>

Company:	Truck Country
Make & Model:	2009 Freightliner M2 106V
Net Bid (4 trucks):	\$312,676.00

Company:	Milwaukee Mack
Make & Model:	2009 Volvo VHD42B
Net Bid (4 trucks):	\$403,657.68

Company:	Badger Truck Center
Make & Model:	2009 Sterling L8513**
Net Bid (4 trucks):	\$302,344.00

** Sterling Trucks are being discontinued.

Truck Equipment Vendors

Equipment Company:	Monroe Truck Equipment
Make & Model:	Truck Box, Plow, Wing, Sander, Set-up
Net Bid (4):	<u>\$185,848.00</u>

Equipment Company:	Casper Truck Equipment
Make & Model:	Truck Box, Plow, Wing, Sander, Set-up
Net Bid (4):	\$197,056.00

Equipment Company:	Madison Truck and Equipment
Make & Model:	Truck Box, Plow, Wing, Sander, Set-up
Net Bid (4):	\$202,876.00

Equipment Company: **Badger Truck Equipment**
Make & Model: Truck Box, Plow, Wing, Sander, Set-up
Net Bid (4): \$209,351.12

Equipment Company: **Best Truck Repair**
Make & Model: Truck Box, Plow, Wing, Sander, Set-up
Net Bid (4): \$239,828.00

WHEREAS, the Jefferson County Highway Committee recommends approving the recommendations of the Highway Department staff to accept the bids of Capital City and Monroe Truck based on the vehicle bids, specifications, vendor qualifications, serviceability, maintenance, the Sterling units going out of production and set-up costs,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Highway Department is authorized to purchase four (4) 2009 model International 7400 single axle trucks from Capital City International, Madison, Wisconsin, for the net bid price of \$312,616.00 and four (4) truck boxes and plow equipment set-up by Monroe Truck Equipment for the net bid price of \$185,848.00.

BE IT FURTHER RESOLVED, that the Highway Committee is authorized to approve purchase up to six (6) more single axle trucks and plow equipment setup from Capital City and Monroe Truck for the accepted bid amounts if sufficient funds are available in the equipment account in 2009.

Fiscal Note: Money to come from the Highway Department Equipment Operations Cost Center 53241.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Highway Committee

12-09-08

William Kern: 12-03-08

Item 18b

RESOLUTION NO. 2008-_____

Approve bids for tri-axle trucks and setup

WHEREAS, the Jefferson County Highway Department is updating winter maintenance and summer maintenance trucks and equipment, and

WHEREAS, bids were solicited for two (2) 2009 model tri-axle trucks with dump boxes and plow equipment, and such bids were received and opened on November 20, 2008, with the following results:

Truck Vendors

Company:	Capital City International
Make & Model:	2009 International 7600SBA
Net Bid (2 Trucks):	<u>\$229,800.00</u>

Company:	Milwaukee Truck Sales
Make & Model:	Volvo VHD64B
Net Bid (2 Trucks):	\$237,243.20

Company:	Milwaukee Mack
Make & Model:	2009 Mack GU 813
Net Bid (2 Trucks):	\$244,000.00

Company:	Badger Truck Center
Make & Model:	2009 Sterling LT9513**
Net Bid (2 Trucks):	\$220,828.00

** Sterling Trucks are being discontinued.

Company:	Truck Country
Make & Model:	2009 Freightliner M2112V**
Net Bid (2 Trucks):	\$228,778.00

** Engine, fuel tank, & wiring systems do not meet specifications.

Truck Equipment Vendors

Equipment Company:	Monroe Truck Equipment
Make & Model:	Truck Box, Plow, Wing, Sander
Net Bid (2):	<u>\$88,030.00</u>

Equipment Company:	Best Truck Repair
Make & Model:	Truck Box, Plow, Wing, Sander, Set-up
Net Bid (2):	\$102,050.00
 Equipment Company:	 Casper Truck Equipment
Make & Model:	Truck Box, Plow, Wing, Sander, Set-up
Net Bid (2):	\$111,780.00
 Equipment Company:	 Badger Truck Equipment
Make & Model:	Truck Box, Plow, Wing, Sander, Set-up
Net Bid (2):	\$123,957.50
 Equipment Company:	 Madison Truck and Equipment
Make & Model:	Truck Box, Plow, Wing, Sander, Set-up**
Net Bid (2):	\$78,344.00
	** Plow wing system does not meet specifications.

WHEREAS, the Jefferson County Highway Committee recommends approving the recommendations of the Highway Department staff to accept the bids of Capital City and Monroe Truck based on the vehicle bids, specifications, vendor qualifications, serviceability, maintenance, the Sterling units going out of production and set-up costs,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Highway Department is authorized to purchase two (2) 2009 model International 7600 tri-axle trucks from Capital City International, Madison, Wisconsin, for the net bid price of \$229,800.00 and two (2) truck boxes and plow equipment from Monroe Truck Equipment for the net bid price of \$88,030.00.

Fiscal Note: Money to come from the Highway Department Equipment Operations Cost Center 53241.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Highway Committee

12-09-08

William Kern: 12-03-08

Item 19a

ORDINANCE NO. 2008-_____

Personnel Ordinance amendments for part-time employment, military leave seniority & benefits, and health & dental insurance

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Section HR0265 B. - Part-Time Employment of the Personnel Ordinance is amended as follows:

- B. At the time an employee is hired the candidate's employment record shall disclose whether the position is full-time, more than half-time, less than half-time, or less-than-600 hours annually. Benefits for each status are as follows:
- Full-time (1900 hours annually) – all benefits and accruals illustrated within the Personnel Ordinance
 - More than half-time (1040 – 1899 hours annually) - health, dental, life and other insurances on the same basis as full-time employees. Accrued fringe benefits (vacation, sick and holiday) on a pro rata basis.
 - Less than half-time (600 – 1039 hours annually) - all insurance benefits on the same basis as full-time employees, except for health and dental insurance. NOT eligible for any accrued fringe benefits or dental insurance. Employees working less than 1040 hours annually may be eligible for the State Health insurance, but the level of employer premium contribution is 25% of the lowest qualified plan, and the employee is responsible for the balance of the monthly premium.
 - Less than 600 hours annually- not entitled to any insurance or other fringe benefits, except that an employee may become eligible for Wisconsin Retirement, State Health insurance and State life insurance if the employee later meets the requirements for the Wisconsin Retirement System, State Health Insurance, and State Life insurance.
(Am. Ord. 84-16, 12-11-84.)

Section 2. Section HR0628 Dental Insurance of the Personnel Ordinance is created as follows:

HR0628

DENTAL INSURANCE.

- A. Employees working half time or more may elect to purchase dental insurance under the County's group policies effective the first of the month following date of hire. Failure to so elect shall preclude coverage under the County's group policies at the employee's expense. Effective the first of the month following completion of a six-month waiting period, the County will begin making contributions to family and single health and dental insurance. Any amount not covered by the County will be the responsibility of the employee, the amount to be determined annually by County Board Supervisors. (Am. Ord. 85-7, 6-11-85; Am. Ord. 2007-15, 7-10-07).
- B. Current employees who make a change of hours to a status eligible for dental insurance (half time or more) may elect to purchase dental insurance under the County's group policies the first of the month following date of status change.

- Failure to so elect shall preclude coverage under the County's group policies at the employee's expense. Effective the first of the month following completion of a six-month waiting period, the County will begin making contributions to family and single health and dental insurance. However, for each month of the preceding six months that the employee worked half-time or more, the employee will receive "credit" towards the 6-month waiting period. Any amount not covered by the County will be the responsibility of the employee, the amount to be determined annually by County Board Supervisors. (Am. Ord. 2005-09, 6/21/05)
- C. If an employee is hired or makes a status change on the first working day of the month, said month shall be considered the first month of the six-month waiting period. (Am. Ord. 2007-15, 07-10-07)
- D. If an employee elects to cancel coverage or makes a change in family/single coverage in the middle of the month, employee contributions will be required as follows:
1. If cancellation occurs on day 1 – 15 of the month, 50% of the employee contribution will be charged.
 2. If cancellation occurs on day 16 or later in the month, 100% of the employee contribution will be charged.
 3. If a change in family/single coverage occurs on day 1 – 15 of the month, employee contribution for the month will be charged at 100% according to the applicable change.
 4. If a change in family/single coverage occurs on day 16 or later in the month, no change in employee contribution will be charged until the following month. (Am. Ord. 2007-15, 07-10-07)
- E. Elected officials shall be provided the option of taking dental and life insurance effective at the beginning of the term on the same terms as available to non-represented employees, as such terms and required co-pays may change from time to time.
- F. County Board members may elect coverage for dental insurance under the County's group policies effective on the first day of the calendar month following application, provided: (1) the employee applies with 60 days after the April organizational meeting or within 60 days of appointment; and (2) pays 100% of the required contribution to the Employer. Thereafter, such member may not enroll in either the health or dental program.
- G. In order to maintain active health and dental coverage, an employee on a non-FMLA related leave of absence shall use accrued time according to current employment status. If the employee is receiving workers' compensation payments, the employee will only be required to substitute 20 hours of accrued time to maintain health and dental coverage as an active participant. (Am. Ord. 2007-15, 07-10-07)

Section 3. Section HR0640 of the Personnel Ordinance is amended as follows:

HR0640

~~HEALTH AND DENTAL INSURANCE.~~

- ~~I.A.~~ Effective January 1, 2009, the County will switch carriers to the Wisconsin Public Employers' Group Health Insurance Plan. For employees with half-time or more status, the County agrees to pay up to one-hundred-five percent (105%) of the premium rate of the lowest cost qualified plan in Jefferson County for either single or family coverage. For employees with a less-than-half-time status and eligible for Wisconsin Retirement, the County agrees to pay twenty-five percent (25%) of the lowest cost qualified plan in Jefferson County for either single or family coverage. If a regular part-time employee refuses when called to work, except for a valid reason, and has not worked 1040 hours per year, the Employer will pay only 25% of the lowest cost qualified plan for a

period of time not to exceed three (3) months. Effective May 13, 2008, unless a qualifying event occurs, late enrollees into the County self-funded health insurance program will pay an assessment equal to 6 months premiums of the 2008 Wisconsin Public Employers' Group Health Insurance Standard Plan for Jefferson County, less 105% of the lowest qualified State plan in Jefferson County, or \$2416.17 for single plans and \$6042.42 for family plans. This is in addition to any required premium contribution established above. (Am. Ord. 2008-09, 5/13/08).

- A.B. Employees eligible for Wisconsin Retirement and not receiving WRS annuity payments working half time or more may elect to purchase health and/or dental insurance under the State Health Plan County's group policies effective the first day of the month which occurs on or after the date the application is received by the employer, as long as the application is received within 30 days of hire following date of hire. Failure to so elect shall preclude coverage under the County's group policies at the employee's expense. Effective the first of the month following completion of a six-month waiting period, the County will begin making contributions to family and single health and dental insurance, providing the application is received by the County prior to the date the employee is eligible for the employer contribution toward the premium. Any amount not paid by the County will be the responsibility of the employee, as determined annually by County Board Supervisors or in accordance with the applicable labor contract. (Am. Ord. 85-7, 6-11-85; Am. Ord. 2007-15, 7-10-07).
- B.C. Current employees who make a change of hours to either a status eligible for health and dental insurance (become eligible for Wisconsin Retirement or are already WRS eligible but increase their hours to half time or more,) (half time or more) may elect to purchase health and/or dental insurance under the State Health Plan County's group policies effective the first day of the month which occurs on or after the date the application is received by the County, as long as the application is received within 30 days of the status change, following date of status change. Failure to so elect shall preclude coverage under the County's group policies at the employee's expense. Effective the first of the month following completion of a six-month waiting period, the County will begin making contributions for family and single health and dental insurance provided the application is received by the County prior to the date the employee is eligible for the employer contribution toward the premium. However, for each month of the preceding six months that the employee worked half-time or more, the employee will receive "credit" towards the 6-month waiting period. Any amount not paid by the County will be the responsibility of the employee, as determined annually by County Board Supervisors or in accordance with the applicable labor contract. (Am. Ord. 2005-09, 6/21/05)
- C.D. If an employee is hired or makes a status change on the first working day of the month, said month shall be considered the first month of the six-month waiting period. (Am. Ord. 2007-15, 07-10-07)
- E. Employees who decline coverage may elect coverage at a later date and will be limited to the Standard Plan with a 180-day waiting period for ALL pre-existing conditions. The only exception is the occurrence of qualifying events creating special enrollment opportunities.
- F. When both spouses are employed by the County and both are eligible for coverage, both employees may either elect single coverage OR one employee may elect family coverage.
- D.G. If an employee elects to ~~cancel coverage~~ or makes a change in family/single coverage in the middle of the month, employee contributions will be required as follows:
1. ~~If cancellation occurs on day 1-15 of the month, 50% of the employee contribution will be charged.~~

- ~~2. If cancellation occurs on day 16 or later in the month, 100% of the employee contribution will be charged.~~
- ~~3. If a change in family/single coverage occurs on day 1 – 15 of the month due to marriage or birth/adoption of a child, employee contribution for the month will be charged at 100% according to the applicable change.~~
- ~~4. If a change in family/single coverage occurs on day 16 or later in the month due to marriage or birth/adoption of a child, no change in employee contribution will be charged until the following month. (Am. Ord. 2007-15, 07-10-07)~~
- ~~5. If a change is due to divorce and the divorced spouse was the sole dependent, the employee's single coverage is effective on the first of the month following divorce decree or notification.~~
- ~~H. An employee can voluntarily cancel coverage at any time by submitting an application to the County. The cancellation will be effective the last day of the month in which the employer receives the application or a later date as specified on the cancellation notice. Voluntary cancellation of coverage does not provide the employee and dependents an opportunity for continuation or conversion of the group coverage, and under no circumstances is a partial month's premium refunded~~
- ~~E.I. Elected officials shall be provided the option of taking health, dental and life insurance effective at the beginning of the term on the same terms as available to non-represented employees, as such terms and required co-pays may change from time to time.~~
- ~~F. County Board members may elect coverage for health and/or dental insurance under the County's group policies effective on the first day of the calendar month following application, provided: (1) the employee applies with 60 days after the April organizational meeting or within 60 days of appointment; and (2) pays 100% of the required contribution to the Employer. Thereafter, such member may not enroll in either the health or dental program.~~
- ~~G. Employees, elected officials and County Board supervisors who are eligible for WRS annuity or become disabled and are eligible for Social Security Insurance shall, be allowed to purchase of health insurance at the retiree rate through the County. (Rev. 4/19/05)~~
- ~~H.J. In order to maintain active health and dental coverage, an employee on a non-FMLA related leave of absence shall use accrued time according to current employment status. If the employee is receiving workers' compensation payments, the employee will only be required to substitute 20 hours of accrued time to maintain health and dental coverage as an active participant. (Am. Ord. 2007-15, 07-10-07)~~

Section 4. This ordinance shall be effective after passage and publication as provided by law.

AYES _____
 NOES _____
 ABSTAIN _____
 ABSENT _____
 VACANT _____

Requested by
 Human Resources Committee

12-09-08

Terri M. Palm Kostroski: 11-17-08

Item 20a

RESOLUTION NO. 2008-_____

Resolution authorizing execution of state human services contracts

WHEREAS, the Jefferson County Human Services Department contracts with seven different state agencies in fulfillment of its statutory duties, and

WHEREAS, the Social Services & Community Programs contracts with the Department of Health Services and the Department of Children and Families, and the Youth Aids Program contract with the Department of Corrections must be authorized by the County Board, and

WHEREAS, the Human Services Board recommends approval of the Social Services & Community Programs contracts with the Department of Health Services in the anticipated amount of \$13,401,311, the Department of Children and Families in the anticipated amount of \$1,287,746 and the Youth Aids contract with the Department of Corrections in the anticipated amount of \$792,186.

NOW, THEREFORE, BE IT RESOLVED that Human Services Director is authorized to enter into the three contracts set forth above.

BE IT FURTHER RESOLVED that the Human Services Director and Assistant Director are authorized to sign addendums or revisions to said contracts during the course of the year as necessary.

BE IT FURTHER RESOLVED that the Director or Assistant Director are authorized to sign all other contracts with state agencies as approved by the Human Services Board.

Fiscal Note: The various contracts are in the amounts as set forth in the material provided with the agenda. State law requires County Board approval of the three set forth above. The contracts have not been reproduced, because they total in excess of 100 pages. The contracts are standard state forms which are not subject to negotiation.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Human Services Board

12-09-08

Philip C. Ristow: 12-01-08

2009 State/County Contracts

Jefferson County Human Services Dept.

FUNDING SOURCE	County Board Approval Required	TIME PERIOD	ACCOUNT	State Agency	Contract Type	Contract Amount	Tentative Allocation	Begin Date 2008	Estimate (TBD)	Sum Sufficient
ADULT PROTECTIVE SERV	XXX	1/1/2009-12/31/2009	5001.421022	DHS	SS/CP	56,827	XX			
BCA BASE	XXX	1/1/2009-12/31/2009	5001.421022	DCF	SS/CP	866,101	XX			
BCA BASE	XXX	1/1/2009-12/31/2009	5001.421022	DHS	SS/CP	1,773,077	XX			
BCA STATE MATCH	XXX	1/1/2009-12/31/2009	5001.421022	DCF	SS/CP	92,816	XX			
BCA STATE MATCH	XXX	1/1/2009-12/31/2009	5001.421022	DHS	SS/CP	224,528	XX			
AODA BLOCK	XXX	1/1/2009-12/31/2009	5001.421023	DHS	SS/CP	109,299	XX			
CHILDREN & FAMILY	XXX	1/1/2009-12/31/2009	5001.421052	DCF	SS/CP	104,059	XX			
WALSH FINGERPRINTING	XXX	1/1/2009-12/31/2009	5001.421089	DCF	SS/CP	1,616	XX			
KINSHIP - Assessments	XXX	1/1/2009-12/31/2009	5002.421001	DCF	SS/CP	6,244	XX			
KINSHIP - Benefits	XXX	1/1/2009-12/31/2009	5002.421001	DCF	SS/CP	75,154	XX			
YOUTH AIDS	XXX	1/1/2009-12/31/2009	5005.421001	DOC	YA	560,523	XX			
YOUTH AIDS - AODA	XXX	1/1/2009-12/31/2009	5005.421001	DOC	YA	17,511	XX			
YOUTH AIDS - Corrections	XXX	1/1/2009-12/31/2009	5006.421001	DOC	YA	97,552	XX			
Youth Ind Living ETV Voucher		1/1/2009-12/31/2009	5008.421001	DCF	SS/CP	1,755	XX			
YOUTH IND. LIVING	XXX	1/1/2009-12/31/2009	5008.421001	DCF	SS/CP	17,712	XX			
INTENSIVE INTERVENTION		7/1/2008-6/30/2009	5009.421001	DOC	YA	58,300		XX		
INTENSIVE INTERVENTION		7/1/2009-6/30/2010	5009.421001	DOC	YA	58,300			XX	
COMMUNITY OPTIONS	XXX	1/1/2009-12/31/2009	5010.421001	DHS	SS/CP	153,652	XX			
MENTAL HEALTH BLOCK	XXX	1/1/2009-12/31/2009	5011.421001	DHS	SS/CP	26,128	XX			
ALZHEIMERS FAMILY SUPP	XXX	1/1/2009-12/31/2009	5012.421001	DHS	SS/CP	27,168	XX			
C.I.P. 1A Federal	XXX	1/1/2009-12/31/2009	5014.421001	DHS	SS/CP	652,303	XX			
C.I.P. 1A Non-Federal	XXX	1/1/2009-12/31/2009	5014.421001	DHS	SS/CP	321,616	XX			
C.I.P. 1B Federal	XXX	1/1/2009-12/31/2009	5015.421001	DHS	SS/CP	6,838,393	XX			
C.I.P. 1B Non-Federal	XXX	1/1/2009-12/31/2009	5015.421001	DHS	SS/CP	1,482,219	XX			
FAMILY SUPPORT	XXX	1/1/2009-12/31/2009	5018.421001	DHS	SS/CP	66,343	XX			
SAFE & STABLE FAMILIES	XXX	1/1/2009-12/31/2009	5021.421001	DCF	SS/CP	51,500	XX			
CSP - DVR		7/1/2007-6/30/2009	5025.421001	DWD	DVR	3,000			XX	
CSP WAITING LIST	XXX	1/1/2009-12/31/2009	5025.421001	DHS	SS/CP	61,500	XX			
SACWIS 50%		1/1/2009-12/31/2009	5036.421001	DCF	SS/CP	70,789			XX	
CLTS Autism Non-Federal	XXX	1/1/2009-12/31/2009	5040.421001	DHS	SS/CP	4,789	XX			
CLTS DD Federal	XXX	1/1/2009-12/31/2009	5040.421001	DHS	SS/CP	13,387	XX			
CLTS DD Non-Federal	XXX	1/1/2009-12/31/2009	5040.421001	DHS	SS/CP	8,951	XX			
DLTS DD Autism Federal	XXX	1/1/2009-12/31/2009	5040.421001	DHS	SS/CP	7,162	XX			
CLTS MH Federal	XXX	1/1/2009-12/31/2009	5041.421001	DHS	SS/CP	24,009	XX			
CLTS MH Non-Federal	XXX	1/1/2009-12/31/2009	5041.421001	DHS	SS/CP	16,053	XX			
CLTS PD Federal	XXX	1/1/2009-12/31/2009	5042.421001	DHS	SS/CP	13,387	XX			
CLTS PD Non-Federal	XXX	1/1/2009-12/31/2009	5042.421001	DHS	SS/CP	8,951	XX			
ADRC Fed MA		1/1/2009-12/31/2009	5048.421001	DHS	SS/CP	163,943	XX			
ADRC Funding		1/1/2009-12/31/2009	5048.421001	DHS	SS/CP	529,118	XX			
M.A. & F.S. ADMIN - State	XXX	1/1/2009-12/31/2009	5051.421025	DHS	SS/CP	264,262	XX			
M.A. & F.S. ADMIN - Federal	XXX	1/1/2009-12/31/2009	5051.421026	DHS	SS/CP	264,262	XX			XX
FRAUD/PROG. INTEGRITY	XXX	1/1/2009-12/31/2009	5051.421028	DHS	SS/CP	8,660			XX	
CHILD CARE ADMIN		1/1/2009-12/31/2009	5053.421001	DWD	CC	59,364			XX	
W-2 ADMINISTRATION		1/1/2008-12/31/2009	5054.421001	DWD	W2	59,434		XX		
W-2 OPERATIONS		1/1/2008-12/31/2009	5055.421001	DWD	W2	150,961		XX		
CHILDREN FIRST		1/1/2008-12/31/2009	5055.421077	DWD	W2	14,800		XX		
FSET - Supplemental		1/1/2009-12/31/2009	5055.421085	DWD	W2	34,462			XX	
FSET 50-50		1/1/2009-12/31/2009	5055.421086	DWD	W2	50,000			XX	
Energy Asst - Client Service		10/1/2008-9/30/2009	5057.421029	DOA	EAP	41,029		XX		

FUNDING SOURCE	County Board Approval Required	TIME PERIOD	ACCOUNT	State Agency	Contract Type	Contract Amount	Tentative Allocation	Begin Date 2008	Estimate (TBD)	Sum Sufficient
Energy Asst - Client Service		10/1/2009-9/30/2010	5057.421029	DOA	EAP	41,000			XX	
Energy Asst - Operations		10/1/2008-9/30/2009	5057.421029	DOA	EAP	27,948		XX		
Energy Asst - Operations		10/1/2009-9/30/2010	5057.421029	DOA	EAP	28,000			XX	
Energy Asst - Outreach		10/1/2008-9/30/2009	5057.421029	DOA	EAP	13,129		XX		
Energy Asst - Outreach		10/1/2009-9/30/2010	5057.421029	DOA	EAP	13,000			XX	
Energy Asst - Pub Ben Op		10/1/2008-9/30/2009	5057.421029	DOA	EAP	10,405		XX		
Energy Asst - Pub Ben Op		10/1/2009-9/30/2010	5057.421029	DOA	EAP	10,400			XX	
FUNERAL & CEMETARY	XXX	1/1/2009-12/31/2009	5104.421001	DHS	SS/CP	23,528	XX			XX
M.A. TRANSPORTATION	XXX	1/1/2009-12/31/2009	5106.421001	DHS	SS/CP	75,800	XX			XX
EMERGENCY ASSISTANCE		1/1/2009-12/31/2009	5109.421001	DWD	W2	45,000				XX
TRANSPORTATION		1/1/2009-12/31/2009	5151.421001	DOT	OA	167,376	XX			
IN-HOME SERVICES 3-D		1/1/2009-12/31/2009	5152.421001	AAA	OA	3,790	XX			
SITE MEALS C-1		1/1/2009-12/31/2009	5154.421032	AAA	OA	131,292	XX			
NUTRITION INCENTIVE		10/1/2008-9/30/2009	5154.421033	AAA	OA	12,055		XX	XX	
NUTRITION INCENTIVE		10/1/2009-9/30/2010	5154.421033	AAA	OA	12,055			XX	
NUTRITION INCENTIVE		10/1/2008-9/30/2009	5155.421033	AAA	OA	12,055		XX	XX	
NUTRITION INCENTIVE		10/1/2009-9/30/2010	5155.421033	AAA	OA	12,055			XX	
DELIVERED MEALS C-2		1/1/2009-12/31/2009	5155.421034	AAA	OA	40,048	XX			
SCSP		1/1/2009-12/31/2009	5157.421001	AAA	OA	8,396	XX			
ELDER ABUSE		1/1/2009-12/31/2009	5158.421001	AAA	OA	25,278	XX			
ADVOCACY 3-B		1/1/2009-12/31/2009	5159.421036	AAA	OA	60,509	XX			
CAREGIVER SUPPORT		1/1/2009-12/31/2009	5159.421036	AAA	OA	27,733	XX			
State Pharmaceutical Asst		4/1/2008-3/31/2009	5159.421036	AAA	OA	9,065		XX		
State Pharmaceutical Asst		7/1/2008-6/30/2009	5159.421036	AAA	OA	7,701		XX		
BENEFIT SPECIALIST STATE		1/1/2009-12/31/2009	5159.421037	AAA	OA	28,215	XX			
BIRTH TO THREE INITIATIVE	XXX	1/1/2009-12/31/2009	5176.421001	DHS	SS/CP	181,996	XX			
Energy Asst - Crisis Benefits		10/1/2008-9/30/2009	n/a-state paid	DOA	EAP	78,193		XX		
Energy Asst - Crisis Benefits		10/1/2009-9/30/2010	n/a-state paid	DOA	EAP	78,000			XX	
W-2 BENEFITS		1/1/2009-12/31/2009	n/a-state paid	DWD	W2	61,544		XX		

County Board approval is statutorily required for items marked in "County Board Approval Required" column.

"State Agency" Listing

AAA = Area Agency on Aging, via sub-contract with State

DHS = Wisconsin Department of Health Services

DCF = Wisconsin Department of Children and Families

DOA = Wisconsin Department of Administration

DOC = Wisconsin Department of Corrections

DOT = Wisconsin Department of Transportation

DWD = Wisconsin Department of Workforce Development

"Contract Type" Definitions

OA = Older American programs, to provide services to elderly individuals.

SS/CP = Social Services and Community Programs, to provide services to disabled, handicapped, or elderly individuals; children and families; and other populations as defined by statute or funding criteria. Also includes administration and eligibility determination for categorical aids such as medical assistance and food stamps.

EAP = Energy Assistance Program, to provide energy benefits to eligible clientele.

YA = Youth Aids programs, to provide services to juveniles who have been adjudged or adjudicated as delinquents.

CC = Child care programs, to provide financial assistance to families for child care, and oversee child care providers.

DVR = Division of Vocational Rehabilitation programs, to assist eligible individuals to achieve gainful employment.

W2 = Wisconsin Works programs, to assist eligible individuals to achieve gainful employment.

RESOLUTION NO. 2008-_____

Resolution authorizing contract to update the Jefferson County Bikeway Plan

WHEREAS, the Parks Committee has requested proposals to update the Jefferson County Bikeway Plan first approved in 1996, and

WHEREAS, the 2008 Budget contains funds totaling \$45,000 for said purpose, consisting of \$25,000 from Jefferson County and the balance from the County's partners including the cities of Watertown, Fort Atkinson, Jefferson, Waterloo, the Village of Cambridge, the Town of Oakland, the Jefferson County Bike Club, Fort Atkinson HealthCare, WE Energies and Trek Bicycle, and

WHEREAS, proposals were received from four vendors as set forth below:

RA Smith National	\$ 44,400
The Bicycle Federation of Wisconsin	\$ 44,500
Schreiber Anderson Associates, Inc.	\$ 44,990
Vandewalle & Associates	\$ 44,700

and

WHEREAS, the Parks Committee recommends contracting with Schreiber Anderson Associates, Inc. based on Schreiber Anderson's experience and qualifications, including having performed more bicycle planning than the rest of the respondents, having done several county bicycle plans and having several members on staff who are active in bikeway planning on a national level,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Parks Director is authorized to contract with Schreiber Anderson Associates, Inc. for an update to the Jefferson County Bikeway Plan in an amount not to exceed \$44,990.

Fiscal Note: Adequate funds are present in Account #1824.521219 to pay for this contract.

AYES _____
 NOES _____
 ABSTAIN _____
 ABSENT _____
 VACANT _____

Requested by
 Parks Committee

12-09-08

Philip C. Ristow: 12-04-08

Item 22

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

By virtue of the authority vested in me under Section 59.18 of the Wisconsin Statutes, I do hereby appoint and request the County Board's confirmation of the following individuals as members of the designated Boards and Commission:

Countryside Board of Trustees

- a. Julie Nelson, Whitewater, WI for a three-year term ending January, 2012.

AYES _____
NOES _____
ABSENT _____
ABSTAIN _____
VACANT _____

Jefferson County Library Board

- b. Elizabeth Stoffel, Cambridge, WI for a three-year term ending December, 2011.

AYES _____
NOES _____
ABSENT _____
ABSTAIN _____
VACANT _____

- c. Sue Hartwick, Fort Atkinson, WI for a three year term ending December, 2011.

AYES _____
NOES _____
ABSENT _____
ABSTAIN _____
VACANT _____

Mid Wisconsin Federated Library Systems Board

- d. Rev. Allan Kranz, Watertown, WI for a three-year term ending January, 2012.

AYES _____
NOES _____
ABSENT _____
ABSTAIN _____
VACANT _____

- e. Janet Negus, Jefferson, WI for a three-year term ending January, 2012.

AYES _____
NOES _____
ABSENT _____
ABSTAIN _____
VACANT _____

Sheriff's Civil Service Commission

- f. Stephen Meloy, Johnson Creek, WI for a five-year term ending January, 2014.

AYES _____
NOES _____
ABSENT _____
ABSTAIN _____
VACANT _____