

AGENDA
JEFFERSON COUNTY BOARD MEETING
Tuesday, October 14, 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 – SEPTEMBER 8, MEETING**
 6. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum to Agenda)
 - b. Appointment – Carlton Zentner and George Jaeckel appointed the the Land & Water Conservation Committee (Page 1)
 - c. Letter from Department of Natural Resources (Page 2-3)
 - d. Letter from Christopher and Alice Fischer and response from County Administrator (Page 4-6)
 - e. Letter from Sheriff Milbrath (Page 7)
 - f. Letter from Gary Reinke (Page 8-9)
 - g. Zoning Committee Notice of Public Hearing, October 16, 7:00 p.m. Rm 205 (Page 10-11)
 7. **PUBLIC COMMENT**
 8. **PUBLIC HEARING**
 - a. CDBG for Flood Impacted Business (Page 12)
- COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
9. **ECONOMIC DEVELOPMENT CONSORTIUM**
 - a. Resolution – Authorization to apply for CDBG – Flood Recovery Small Business Grant (Page 13)
 10. **ZONING & PLANNING COMMITTEE**
 - a. Report – Approval of Petitions (Page 14)
 - b. Amend Zoning Ordinance (Page 15-16)
 11. **ADMINISTRATION & RULES COMMITTEE**
 - a. Report – County Board Chair Schmeling (Page 17-21)
 - b. Ordinance – Creation of Board Rule authorizing Board Chair to convene emergency Board meeting (Page 22)
 - c. Resolution – select vendor for MIS Operational Audit (Page 23)

12. **FINANCE COMMITTEE**
 - a. Resolution – Select county liability insurance carrier (Page 24-25)
 - b. Resolution – Consideration of offer to purchase approximately three acres located at the intersection of Collins Road and Wisconsin Drive, City of Jefferson (Page 26-32)
13. **HUMAN RESOURCES COMMITTEE**
 - a. Resolution – Authorizing the County to negotiate wage rate and shift premium adjustments for Resident Care Workers and shift differentials for Medication Aides at Countryside Home (Page 33)
 - b. Resolution – Creating three full-time Long Term Care Registered Nurse (RN) positions and four full-time Human Services Professional I (HSP I) positions (Page 34)
14. **PARKS COMMITTEE**
 - a. Resolution – Approve bid for Lower Rock Lake Park parking lot improvements (Page 35-36)
15. **APPOINTMENTS BY COUNTY ADMINISTRATOR**
 - a. Ron Buchanan to the Veteran's Service Commission (Page 37)
 - a. Gail Towers MacAskill to the Human Services Board (Page 37)
 - b. Pam Rogers to the Human Services Board (Page 37)
16. **REPORTS**
 - a. Presentation of the 2009 Recommended County Budget – Gary R. Petre, County Administrator (Addendum to Agenda)
17. **ANNOUNCEMENTS**
18. **ADJOURN**

NEXT COUNTY BOARD MEETING, OCTOBER 28, 2008 7:00 P.M. ROOM 205

Jefferson County Board

Item 6b

Chairman Sharon L. Schmeling

Board Rule 3.05 (1) * Appointment to Standing Committee

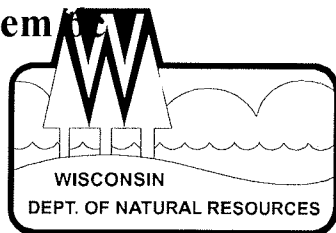
I, Sharon L. Schmeling, chairperson of the County Board of Supervisors,
Jefferson County, Wisconsin as the appointing authority for standing committees, hereby appoint
Carlton Zenter and George Jaeckel to the Land & Water Conservation Committee,
Effective immediately, October 7th, 2008.

The next meeting of the Land & Water Conservation Committee
is October 15th, 2008 at 8:30 a.m. in Room 202 of the Jefferson County Courthouse.

Dated this 7th day of October, 2008



Sharon L. Schmeling



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-0201
FAX 608-267-2750
TDD 608-267-6897

September 30, 2008

WM 60016 *

SHARON SCHMELING
COUNTY CHAIRMAN
709 STATE ST
JEFFERSON, WI 53549

Dear Chair:

The Department would like to inform you of the proposed state purchase of 5 acres of land for the Lake Mills Wildlife Area in the Town of Lake Mills. The site is shown on the attached map. The land will be managed for conservation and public recreational use. This property is being acquired from a willing seller at appraised value.

We are notifying you of this purchase so that you know of Department activities in the project. For all transactions we notify the Town Chairman, the County Chairman, the State Representative, and the State Senator for the area.

If you would like more information, or have questions or concerns about the purchase, please contact me at the above address or at 608-266-0201 by October 15, 2008.

Thank you for this consideration.

Sincerely,


Richard E. Steffes
Natural Resources Real Estate Director

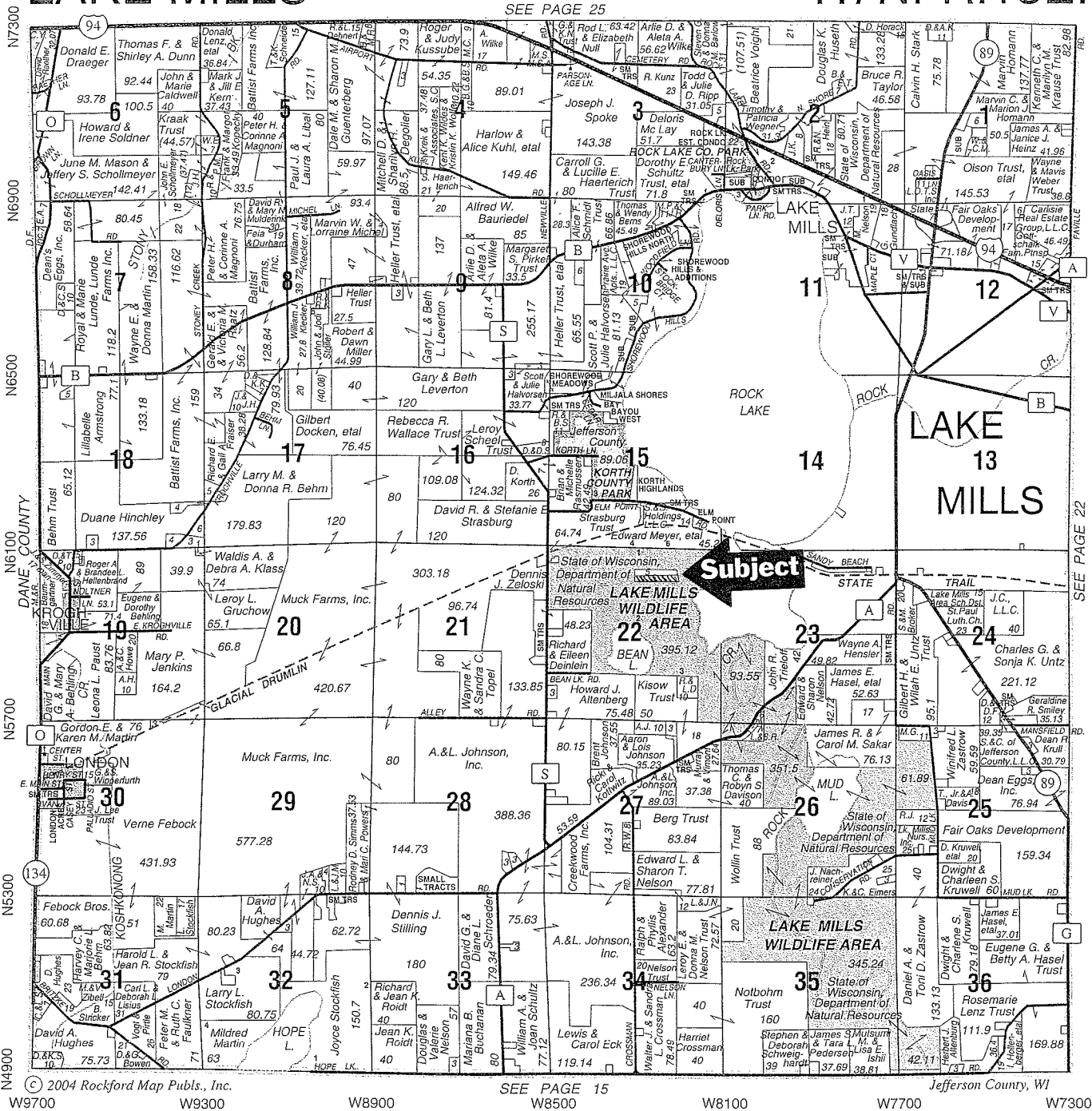
RES:ch
Attach.

cc: MARK AQUINO – SCR, FITCHBURG

LAKE MILLS

T.7N.-R.13E.

SEE PAGE 25



SEE PAGE 22

SEE PAGE 15

Jefferson County, WI

Reproduced with permission of Rockford
Map Publishers, Inc. Rockford, Illinois

Item 6d

Christopher and Alice Fischer
W7006 Highway J
Jefferson, WI 53549
920-674-3215

RECEIVED
JEFFERSON COUNTY

SEP 26 PM 3:21

ADMINISTRATIVE
HUMAN RESOURCES

September 22, 2008

Gary Petre, County Administrator
Jefferson County
320 South Main Street
Jefferson, WI 53549

Dear Gary:

We are residents of the Town of Jefferson in Jefferson County and live at W7006 Highway J. We have recently learned that there is a Conditional Use Permit for a mixplant to be located in the Timberlane Pit on Highway J. We would like to voice our opinion, along with many of our neighbors that we are against the mixplant.

We did attend the zoning meetings when Timberlane took over Beane Pit with many concerns. Some of our concerns were if there would be any other contractors operating in the pit and the operating hours of the pit. At the meetings we were told by Timberlane Pit owners that there would not be any other contractors operating in the pit and that the hours during the week would be 7:00 am to 5:00 pm with just a few exceptions. Based on this information we would expect that Payne and Dolan would not be allowed to produce asphalt in the pit and the hours of operation would not be allowed.

As everyone in the country wants to enjoy the "Country Feeling", we would like to be able to continue that enjoyment and feel if the mixplant is allowed we would not be able to do so. We already have two other mixplants within three miles of our homes. Our understanding is that this mixplant could produce 400 tons an hour. This would mean if all material was hauled by quad axles, holding approximately 23 tons per load, for twelve hours a day, we could see approximately 400 trucks a day go by our house in addition to the heavy truck traffic that is already hauling gravel. This does not sound like the "rural" Jefferson County that everyone is hoping to keep.

We have heard that Payne and Dolan is telling residents that they will only be producing enough blacktop to load a truck every 10 minutes. But they are telling county and town officials that they will save them money and be able to produce enough blacktop for their needs. How can a mixplant only have a truck load every ten minutes, be competitive in price and be able to keep up with trucks hauling blacktop to jobs? This sounds contradictory to us when the company is telling residents that the mixplant and the truck traffic will not be that bad, but on the other hand they are telling the county and other officials that they will be able to handle all of their blacktop needs.

Safety is another concern. The Jefferson County Bike Trail goes along Highway J past the Timberlane Pit where all of the mixplant trucks would have to travel. We have seen an increase of bike traffic from the Bike Clubs, organized bike rides and just general bikers. We think part of this bike traffic is from all of the park land that has been recently purchased and improved in the area. The shoulders in this area are very narrow and make the road unsafe for both truck and bike traffic to travel on together. We have also noticed with the increased truck traffic that access unto the road has become more dangerous for all residents, another safety concern for everyone.

We are concerned that the property values in the area will decrease. We have many nice homes in our area and would like to maintain the property values. We feel that this could have a negative effect on the town and county.

An open house for the Town of Jefferson Comprehensive Land Use Plan was just held on September 8, 2008 and some of the above concerns were brought up at that time by town residents. The residents also expressed the obvious concerns that we all have: air pollution, noise pollution, light pollution, smells, quality of water supply, damage to roads and loss of wildlife. The wishes of town residents would not be granted if the mixplant was allowed.

A signed petition from all of the concerned neighbors in the area will be presented at your next committee/board meeting. We, Alice and Chip Fischer, possibly will not be able to attend the meetings the week of September 28th thru October 4th due to a previous commitment. We would appreciate it if we are not at the meeting that someone would read our letter and present the petition to make everyone aware at the meeting that the neighborhood is against the mixplant. We hope that you will take the petition and this letter into serious consideration when making a very crucial decision involving our neighborhood.

We would encourage all committee members and board members to vote against the Conditional Use Permit by Payne and Dolan to operate a mixplant along with any other company. As stated above the residents in the area want to continue the quiet enjoyment that we moved out in the area for along with the "Country Feeling" that we are all striving to keep in our community.

If you have any concerns or comments, please call us at 920-674-3215, and if no answer please call 920-723-5775.

Sincerely,

Handwritten signatures of Chip Fischer and Alice Fischer in cursive script.

Chip and Alice Fischer



JEFFERSON COUNTY
OFFICE OF THE COUNTY
ADMINISTRATOR

320 S. Main Street Room 111
Jefferson, WI 53549
Telephone (920) 674-7101

GARY R. PETRE
County Administrator

TAMMIE J. JAEGER
Administrative Assistant
Confidential

PAULA SUMPTER
Management Analyst

September 30, 2008

Christopher & Alice Fischer
W7006 Highway J
Jefferson, WI 53549

Dear Christopher and Alice,

Thank you for your recent letter and petition regarding the Payne and Dolan Conditional Use Permit for a mixplant in the Timberlane Pit on Highway J. I have forwarded your letter and petition to Bruce Haukom, the County's Zoning and Planning Director. Mr. Haukom informed me that this matter will be discussed by the Zoning and Planning Committee at a public hearing on Thursday, October 16, 2008 at 7:00 p.m. in Room 205 in the County Courthouse. He indicated to me that you should be receiving notice of this hearing, sometime in early October, via mail.

I also transmitted a copy of your letter to Barb Frank, County Clerk. She indicated that she will include the letter on the County Board's October 14, 2008 meeting agenda, under the item of Communications. This meeting starts at 7:00 p.m. in Room 205 in the County Courthouse.

If you are available to attend this meeting, you may have an opportunity to speak to the County Board on this issue, under the "Citizen Comments" item on the agenda.

I trust that this letter answers any questions that you may have regarding the processing of your letter and petition. Feel free to contact me (920-674-7101) if you have any further questions.

Sincerely,

Gary R. Petre
County Administrator

Office of the Sheriff - Jefferson County

Item 6e



411 S. Center Avenue
Jefferson, Wisconsin 53549-1703

Paul S. Milbrath, Sheriff

Kevin Stapleton, Chief Deputy

Duane Scott
Administrative Captain



Patrick Brown
Patrol Captain



Jeffrey Parker
Jail Captain

September 19, 2008

Jefferson County Board of Supervisors
Attn: Barb Frank, County Clerk

Dear Ms. Frank,

Please extend my sincere thanks and gratitude to the Honorable Members of the Jefferson County Board, Board Chairman Sharon Schmeling, and County Administrator Gary Petre for the plaques presented at the September County Board meeting. The Award of Excellence was indeed an honor and one that I certainly didn't expect to receive. It's truly not often that I am surprised; however, both my wife and I were pleasantly surprised by such a wonderful and thoughtful honor.

I must add that although many hours were spent by Donna Haugom, my wife, and myself during the flooding and the ensuing clean up, many others also put in a lot of time and effort. There were many wonderful people, including County Board members such as Pam Rogers, Carol Ward Knox, Amy Kramer, John Molinaro, and especially Jim Mode who put in countless hours at the Family Assistance Center. These individuals should be commended for their outstanding service above and beyond their County Board duties, and it is an honor to have been presented this plaque by others who have also given so much during this crisis.

Hopefully Jefferson County never has another 500-year flood or another disaster of this magnitude, but it is certainly reassuring to know of the selfless dedication, efforts, and support that were provided by so many, including our County Board members.

Again, on behalf of myself and my wife, thank you so much for this award. They are prominently displayed in my office and at my wife's office.

Sincerely,

Paul S. Milbrath
Sheriff

PSM:tw

Item 6f

GARI-ALAN FARM
N6060 Hilltop Lane
Johnson Creek, WI 53038
920-699-3126



GAF DL Plus 710M

Ladies and Gentlemen of the Jefferson County Board:

I was shocked to see the lead story in the Saturday Watertown Daily Times in regard to cutting UW-Extension by 40 % with some of you even going as far as to discuss dropping it altogether. This would be a grave mistake for our county to do this. Certainly I applaud efforts to keep taxes down, but cutting Extension drastically is counterproductive.

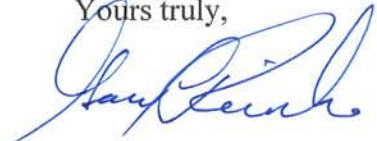
I have lived in Jefferson County since 1968 and have appreciated the help of UW-Extension. Historically, the concept of the “university with out walls” really originated in Wisconsin – “the Wisconsin Idea” - the idea that all citizens can benefit from the research and expertise of our great state university. How tragic it is that some people in Jefferson County would dump it on the scrap heap of history. I would like to give you a few specific reasons why UW- Extension is vital to our county.

1. UW-Extension is involved in a great 4-H program which is open to rural and city youth alike. They can learn many life skills and values from this program. Who is going to take up the slack when Extension is gone or greatly diminished? Who of you would want to be the one to tell our kids from “Cloverbuds” on up to the kids who have spent several years in 4-H that the program will no longer exist because you got rid of UW-Extension in Jefferson County or drastically curtailed the youth programming offered by Extension.

2. More and more people are moving into our county from urban areas who want to participate in agriculture. To whom will they go to for unbiased advice in regard to an agricultural enterprise? There is a big movement toward "Eat Locally". Who is going to help these people so that they can learn how to "Grow Locally."
3. I have heard it said many times that we want to preserve the agricultural nature of our county. The Crops and Soils Agent can help us get soil samples and give us unbiased advice on how to stretch our fertilizer dollar after we have received the results from the university lab. We can show him samples of our crops and gain his unbiased input on whether to "to spray or not to spray". Our Dairy and Livestock Agent can give us unbiased help in regard to rations, fighting disease, grazing, and the use of byproduct feeds such as those produced by the ethanol plants in our county. He also has been a facilitator of producer groups who can get together to discuss solutions to common problems. Who will fill that void if we lose him?

These are just three reasons why we need to continue to fund our Extension program at an adequate level. My background was urban and 48 years ago we started an agricultural enterprise and we continue in it to this day. Hopefully, our children and grandchildren will continue it. Please don't make it harder for them by shrinking or eliminating our excellent UW-Extension program. The cost of curtailing or eliminating Extension is much higher than the cost of maintaining it.

Yours truly,



Gary Reinke

GR:mr

NOTICE OF PUBLIC HEARING

JEFFERSON COUNTY ZONING AND PLANNING 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 Zoning and Planning Committee will conduct a public hearing at 7 p.m. on Thursday, October 16, 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 BUSINESS TO RESIDENTIAL R-2

3361A-08, CU1525-08 & CU1526-08 - Joseph Jones: Rezone approximately 3.1-acres of PIN 016-0514-1031-001 (4.521 Acres) with conditional uses to allow adult daycare serving up to 40 adults, and for a public/semi-public use community center offering educational and leisure opportunities for adults both with and without disabilities. The site is at **N1909 USH 12** in the Town of Koshkonong.

FROM AGRICULTURAL A-1 TO A-2, AGRIBUSINESS

3363A-08 & CU1528-08 – B & B LC: Rezone approximately 1.74 acre of PIN 008-0715-2923-003 (2.891 Acres) with conditional use for storage of non-farm/contractor's equipment. The site is at **N5490 Christberg Rd** in the Town of Farmington.

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

3364A-08 – Deborah J. Beth: Create an approximate 2-acre building site on **Mansfield Road** near N5679 CTH Q, Town of Aztalan from PIN 002-0714-2921-000 (18.21 Acres).

3365A-08 – Jude Hartwick: Rezone to create three, approximate 2-acre lots on **CTH D**, Town of Hebron from PIN 010-0615-3522-000 (20 Acres). The parcel of record also includes PINs 010-0615-3513-001, 010-0615-3524-000, 010-0615-3523-001 and 010-0615-3521-000.

3366A-08 – Mark Krause: Create an approximate 1 acre building site on **Hoard Road** from part of PIN 014-0614-2843-002 (10.215 Acres) in the Town of Jefferson.

3367A-08 – David Wall/E & J LLC Property: Rezone approximately 1.6 acre of PIN 022-0613-0933-000 (26.025 Acres) for a new building site along **Perry Road** in the Town of Oakland. The parcel of record also includes PIN 022-0613-0844-004.

CONDITIONAL USE PERMIT APPLICATION

CU1529-08 – Eugene Siebers/Caralee Siebers Property: Conditional use to allow a home occupation for monument sales, etching, engraving, glass etching, sandblasting and signage at **N8198 CTH E** in the Town of Ixonia. The site is part of PIN 012-0816-1942-003 (4.57 Acres) in an A-3, Rural Residential zone.

CU1531-08 – Payne & Dolan, Inc/Timberlane Excavating Co: Conditional use to allow a hot-mix asphalt plant on **CTH J** in the Town of Jefferson, on PINs 014-0614-1921-002 (9.99 Acres) and 014-0614-1924-001 (38.852 Acres). The site is in an A-1 Agricultural zone.

CU1532-08 – Shelby & John Harbeck/J & S Harbeck Trust Property: Conditional use to allow an extensive on-site storage structure of 1008 square feet in a Residential R-1 zone at **W1127 South Shore Dr**, Town of Palmyra. The site is part of PIN 024-0516-2731-000 (1.05 Acres).

CU1533-08 – Deborah J Hamrick: Conditional use to allow farm-type animals in the Residential R-2 zone at **W1369 Woods Drive**, Town of Sullivan. The site is on PIN 026-0616-2841-013 (2 Acres).

CU1534-08 – Jason S. Rusch: Conditional use for a home occupation/automotive repair at **W7656 North Shore Road** in the Town of Sumner. The property is zoned A-1 Agricultural, on PIN 028-0513-1224-000 (29.168 Acres)

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.

Item 8a

PUBLIC HEARING

CDBG for Flood Impacted Businesses

The County of Jefferson will hold a public hearing Tuesday, October 14th, 2008 at 7:00 p.m. in Room 205 of the Jefferson County Courthouse at 320 South Main Street, Jefferson, Wisconsin.

The purpose of this hearing is to provide the citizens of Jefferson County an explanation of the Community Development Block Grant (CDBG) program, program goals, and the application process along with a discussion of the economic development needs of Jefferson County and to receive citizen input relating to the potential application for grant funds for Jefferson County's Revolving Loan Fund. The CDBG funds will be loaned to flood impacted businesses which make application. The funds will be utilized by Jefferson County to assist flood impacted businesses in an effort to create or retain jobs. The loan, not to exceed \$20,000.00, would be for working capital and equipment at 0% interest rate for a period of two years at which time the loan would be due in full. Proposed activities must benefit low-and moderate-income individuals through the creation and/or retention of jobs. The citizens of the Community are urged to attend and participate in this meeting.

Information relating to Jefferson County's CDBG application may be obtained in Room 110 at the Jefferson County Courthouse, Monday through Friday from 8:00 a.m. – 4:30 p.m.

RESOLUTION NO. 2008-____

Authorization to apply for CDBG - Flood Recovery Small Business Grant

WHEREAS, Federal monies are available under the Community Development Block Grant (CDBG) program, administered by the State of Wisconsin Department of Commerce for the purpose of economic development, and

WHEREAS, after due consideration, the Jefferson County Economic Development Consortium has recommended that an application be submitted to the State of Wisconsin for the following projects:

1. Request CDBG-Flood funding from the Wisconsin Department of Commerce to implement the Flood Recovery Small Business (FRSB) program which will provide loans to small businesses domiciled in a federally-declared disaster area (Jefferson County) that incurred physical or economic injury as a direct result of the June 2008 flooding.
2. Request a waiver of Revolving Loan Fund (RLF) manual terms and conditions to implement the FRSB program which will provide loans to small business domiciled in a federally-declared disaster area (county) that incurred physical or economic injury as a direct result of the June 2008 flooding.

WHEREAS, it is necessary for the Jefferson County Board of Supervisors to approve the preparation and filing of an application for the County to receive funds from this program, and

WHEREAS, the Jefferson County Board of Supervisors has reviewed the need for the proposed projects and the benefits to be gained therefrom,

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Board of Supervisors does approve and authorize the preparation and filing of an application for the above-named projects; and the Jefferson County Administrator is hereby authorized to sign all necessary documents on behalf of the County; and that authority is hereby granted to the Jefferson County Economic Development Consortium to take the necessary steps to prepare and file the appropriate application for funds under this program in accordance with this resolution.

Fiscal Note: This grant is available at the rate of up to \$20,000 per applicant. The Department of Commerce will match funds from local communities' revolving loan funds. Member communities anticipate donating \$150,000, resulting in \$300,000 for these loans. No county tax levy funds are involved.

AYES _____
 NOES _____
 ABSTAIN _____
 ABSENT _____
 VACANT _____

Requested by
 Economic Development Consortium

10-14-08

Dennis Heling: 10-08-08

**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 March 20, April 17, August 21 and September 18, 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 recommendations:

**APPROVAL OF PETITIONS 3325A-08, 3328T-08, 3353A-08,
3355A-08, 3356A-08, 3357A-08, 3359A-08 & 3360A-08**

DATED THIS TWENTY-NINTH DAY OF SEPTEMBER 2008

Donald Reese, Secretary

THE EFFECTIVE DATE OF THE PRIOR MONTH'S AMENDMENTS, 3343A-08, 3347A-08 AND 3350A-08, IS SEPTEMBER 12, 2008.

ORDINANCE NO. 2008-___**Approval of Zoning Petitions and Zoning Ordinance Text Amendment**

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

WHEREAS, Petition 3325A-08 was referred to the Jefferson County Planning and Zoning Committee for public hearing on March 20, Petition 3328T-08 was referred for public hearing on April 17, Petition 3353A-08 was referred for public hearing on August 21, and Petitions 3355A-08, 3356A-08, 3357A-08, 3359A-08 & 3360A-08 were referred for public hearing on September 18, and

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

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

ZONING ORDINANCE TEXT AMENDMENT

Modify Section 11.04(f)5 of the Jefferson County Zoning Ordinance, **A-1 Exclusive Agricultural** – Minimum Lot Area to read:

Thirty-five (35) acres with the exception of a one (1) acre to five (5) acre lot for farm consolidation for an existing residence and associated accessory structures is permitted if the residence in question was constructed prior to the enactment of the January 15, 1975 Zoning Ordinance and existed on or after this date even if subsequently replaced with a newer home and the parcel remaining contains a minimum of thirty-five (35) contiguous acres. Between three (3) and five (5) acres shall be considered by the Planning and Zoning Committee, at a regularly scheduled Committee meeting, if necessary to accommodate existing driveways and/or existing structures, and if the town board approved the preliminary certified survey map. All provisions of the A-3 Agricultural/Rural Residential District are applicable to the farm consolidation parcel created. (Note: Lots created as a result of farm consolidation are exempt from payback provisions of the Wisconsin Farmland Preservation Program described in Wisconsin Statutes, Chapter 91, unless changed). (3328T-08 – Jefferson County)

FROM AGRICULTURAL A-1 TO N, NATURAL RESOURCE

Rezone to create an approximate 13-acre Natural Resource zone near Ehrke Road to be retained with the property at W7963 Oakwood Lane in the Town of Oakland. The site is part of PIN 022-0613-1431-000 (23.15 acres). This is conditioned upon documentation that the work has been completed. (3353A-08 – Jerome & Carol Ehrke)

FROM AGRICULTURAL A-1 TO A-2, AGRIBUSINESS

Rezone approximately 0.7 acre of PINs 024-0516-0521-000 (34.74 acres) and 024-0516-0524-001 (34.84 Acres) around an existing telecommunication tower at N2404 STH 106 in the Town

of Palmyra. This is conditioned upon recording of a final certified survey map for the lot. (3355A-08 – Francis Hoff Trust)

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

Rezone to create an approximate 5.72-acre A-3 zone with the existing home at N6125 Country View Lane and an approximate 1.02-acre vacant lot adjoining it. The sites are in the Town of Concord, on PIN 006-0716-1543-005 (6.93 acres). Rezoning is conditioned upon road access approval for each lot, upon receipt by Zoning of a soil test for the vacant lot showing sites for installation of both initial and replacement private sewage systems, and upon approval and recording of a final certified survey map for the property. (3325A-08 – Carol Bohringer)

Rezone approximately 6 acres of PIN 024-0516-0521-000 (34.74 acres) to create a new building site near N2404 STH 106 in the Town of Palmyra. This non-prime ag land lot utilizes the last available A-3 zone for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval by the Department of Transportation, upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems, and upon approval and recording of a final certified survey map for the lot. Development shall not occur on slopes exceeding 20%. (3356A-08 – Francis Hoff Trust)

Rezone approximately 2 acres on Northey Road in the Town of Sullivan from part of PIN 026-0616-2511-000 (38.578 acres) for a building site in non-prime ag soils. Rezoning is conditioned upon road access approval, upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems, and upon approval and recording of a final certified survey map. (3357A-08 – Jim & Paula Tiller/John & Mary Ellen Orchard Trust)

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL AND N, NATURAL RESOURCE

Rezone to create an approximate 2.5-acre A-3 lot around the existing home at N5816 STH 89 from part of PIN 018-0713-2431-000 (40.529 acres) and 018-0713-2442-000 (40.9 acres). Create an approximate 3.7-acre Natural Resource zone adjoining it from part of PIN 018-0713-2442-000. The sites are in the Town of Lake Mills. Rezoning is conditioned upon new road access approval or demonstration of access and driveway design that allows splitting of the existing drive while providing at least the minimum setback from the proposed lot line to existing buildings. It is further conditioned upon approval and recording of a final certified survey map including extraterritorial plat review by the City of Lake Mills. (3359A-08 & 3360A-08 – Charles Untz/C & S Revocable Trust property)

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Ordinance Requested By
Planning and Zoning Committee

10-14-08

Deb Magritz: 10-08-08

**County Board Chairman's Report
Sharon L. Schmeling
October 2008**

The following report provides updates on the activities of the Jefferson County Board, its chairman, its committees, and key issues confronting the county. If you have any questions about the following information, or would like an update about a project or issue not mentioned here, do not hesitate to contact me by phone (920) 674-8607 or e-mail (sharons@co.jefferson.wi.us) with your questions or suggestions.

2009 Proposed County Budget

Overview

On September 15, County Administrator Gary Petre presented a potential 2009 budget to the County Board's Finance Committee. It reflected \$5.24 million more in expenses than anticipated revenue if no further changes were considered. Mr. Petre also presented the Committee with a list of 16 changes that could be considered by the Committee that would reduce the County's 2009 tax levy by \$6.37 million.

The Finance Committee met in day long sessions over the following two weeks and developed a balanced budget to submit to the County Board. The budget reduced county programming in several departments, leading to a reduction in ten staff. Approximately \$4.12 million of the \$6.37 million in presented budget reductions were included by the Committee.

These reductions prompt questions about how the budget process works and what these reductions mean to the quality of services provided to citizens by Jefferson County government and what it means for the development of future budgets.

Background

Since 2004, the Jefferson County Board has vigorously worked to economize and restructure county operations to prepare for the anticipated impact of state government efforts to limit property taxes, which are the foundation of local government revenues.

Rather than wait for the budget shortfalls to arrive and then cut with a machete across the entire organization, the County Board embarked on a plan to conduct strategic reviews of county operations. Budget time is too short to rethink whole departments. By institutionalizing operational audits of individual departments, county leaders gained the ability to focus on one policy arena at a time and make rational, thoughtful decisions about what to eliminate and what to save.

The County Board's efforts to update and modernize its operations paid off handsomely. During the past four years the County Board instituted changes in operations that cut spending by \$3.75 million annually:

- Program changes at Countryside Home reduced reliance on property tax dollars by \$2 million annually. It is stunning to note that the operational tax levy for Countryside Home will be lower in 2009 (\$3.3 million) than it was in 2004 (\$3.5 million) even though fuel, food and labor costs have continually been rising and state and federal reimbursements have remained flat;
- Reorganizing the Highway Department workforce and fleet reduced costs by \$1.5 million annually;
- Consolidation of drug purchases saved \$150,000 per year in Human Services;
- Sending jail laundry to Countryside Home rather than an outside vendor saved \$18,000 per year in the Sheriff's Department;
- Consolidating garbage contracts county-wide saved \$15,000 per year;
- Consolidating cell phone contracts saved \$14,000 per year;
- Creating video conferencing in the courts saved \$33,360 in prisoner transport costs annually;
- Eliminating longevity and contingency pay bonuses for new non-union employees will save \$200,000 over the coming years.

Those weren't the only savings. When zoning permits decreased, the zoning staff was reduced through attrition. By improving office processes and better use of technology, the number of full-time staff was cut in the Veteran's Services offices and in the Judges chambers. When part-time benefited staff left employment, the Human Resources Committee instructed departments to create part-time non-benefited positions, thus lowering county health insurance costs.

To cut mileage costs, the County Administrator worked with the Sheriff to recycle used squad cars, assigning them to high mileage departments, which is cheaper than paying employees the IRS mileage reimbursement. The County conducted energy audits of its buildings in 2007 and has implemented many changes that will help save money in utility costs, such as having employees turn off their computers every night. The County Finance Committee has recommended changing liability insurance carriers for a savings of \$30,000 per year.

Most recently, the County successfully negotiated with its six unions to change health insurance plans in 2009. This will provide some shelter from the skyrocketing costs of the county's self-insured plan, which rose 23 percent in 2008 alone. This had been on the bargaining table for years but efforts to change were unsuccessful until now. This change is estimated to save approximately \$1 million in the 2010 budget.

At the same time, the Chairman of the County Board was warning of future budget challenges in her monthly reports to the Board. In October 2006, Chairman Schmeling reported that "...early projections appear to indicate that state-imposed tax levy caps will be preventing the County from absorbing much more than routine cost increases (wages, fuel, etc.) by the 2008 budget. If this is true, it means we need to cut something to pay for any new operations, debt, or projects."

The County Administrator was also signaling tough times ahead. In his annual report to the County Board in July 2008, he warned of the looming budget deficit due to revenue shortfalls for the current year and likely tougher times in 2009. In an effort to offset these revenue shortfalls,

vacant tax levy funded positions in departments were either left unfilled or were delayed in filling.

Discussion – A Perfect Storm

And yet, none of this economizing was enough to shelter Jefferson County from the perfect storm of outside pressure on the 2009 budget. At the start of the 2009 budget talks, the County Board's Finance Committee was presented a budget proposal seeking \$5.24 million more in spending than the County is legally able to raise through property taxes.

Some have opined that the 2009 budget pinch is simply being manufactured so elected officials can cut programs and services they've always wanted to eliminate. That's a great plot for an internet blog. But the simple truth is that the County's budget numbers don't lie. Jefferson County is on a trajectory of spending that can not be sustained because of several limitations placed on county government, many by outside forces. Take a look:

- state creation of Family Care (\$1 million);
- 2009 employee wage increases (\$385,000);
- 2009 health benefit increases (\$354,000);
- \$700,00 projected loss in investment revenue because of the chaos in the financial markets;
- reduced revenue in Sheriff's Department (\$111,000);
- reduced revenue in the Zoning Department (\$88,000);
- reduction in Register of Deeds revenue (\$75,000);
- planned acceleration of debt service payments (\$597,000);
- Replacing 2008 General Revenue from the fund balance (\$2.35 million).

All of those changes in revenues and regular expenses must be ultimately and eventually absorbed by property taxes. Yet, the state allows Jefferson County to raise its property taxes by only \$489,000 in 2009.

However, even if not contrary to State revenue limits, funding \$5.24 million more in expenses would have required a 20 percent increase in property taxes. Funding half of that would have required a 10 percent tax increase. Even if allowed by law, the public would not permit such increases.

Budgets work one of two ways: either revenues must be increased or expenses must be decreased. Since revenues were maximized, it was clear to the Finance Committee that the only mechanism left was to cut proposed expenses. It's important to note that 60% of the budget expenditures are for wages/benefits.

The Finance Committee met the challenge to balance revenues with requested expenditures, cutting programs and staff across county departments. Debates ensued about whether every department should be cut equally or if some departments could be cut more because they provided non-mandated services. There is no right or wrong answer to these questions.

Reasonable people can and do disagree about what is the best approach. The committee resolved its differences through debate and compromise.

Making Decisions: What to Cut, What to Save

When confronted with the \$5.24 million structural deficit in the 2009 proposed budget, the Finance Committee agreed on the following principles, which drove their decisions throughout the process:

1. Staffing and services required by state and federal law have a higher priority. Non-required services have a lower claim on limited resources because the County is not required to offer these functions.

2. When cutting staff and services, avoid cuts that will lead to increased expenses in the county budget. For example, cutting care to the mentally ill and juvenile delinquents can result in higher commitments to state institutions. Once a person is admitted, the County has no control over costs and merely pays the bills sent by the state.

County government funds many non-required services that bring money into the community. While the Finance Committee recognized the value of leveraging such efforts, the reality is that the County Board is responsible for its own budget and not the budgets of other organizations. Therefore, balancing the County's budget took priority over other organizations budgets.

3. Do not use long-term debt to cover short-term expenses. The Committee agreed to bond only for improvements that will outlast the life of a loan. For example, the committee agreed the public would support a 10-year bond and debt to pay for a new building but would not likely support such debt for painting walls, new carpeting, shelving, etc.

4. Do not use one-time savings to support ongoing staffing. While many department heads were willing to forgo replacing equipment to fund staff, the committee agreed that the budget is not sustainable over the long term if staff is funded by one-time monies. Yet, in some cases projects were delayed so staff could be retained. Others could not be delayed because they had been already delayed for several years, and staff was cut instead.

5. Reduce future reliance on the general fund. The State take over of Family Care financing provides some relief in working cash requirements over the next two years. By 2011, the County's general fund reserve requirements will be lower because of the shift in funding. Budget decisions now will prevent an empty bank account in 2012.

6. Support efforts that will decrease future reliance on property taxes. By funding programs and services aimed at directly reducing the property tax levy, we cut future expenses. For example, the Fair Park has been given three years to eliminate its use of the property tax levy. Therefore, several staff and budget items were funded so this goal can be met. By investing in such long term efforts, the County has the opportunity to save substantial money in future budgets.

Budget timeline

The County Board will receive the proposed 2009 budget at its October 14 meeting. The County Administrator and Finance Manager will give a presentation to explain its contents. Citizens who want to understand the budget should attend the 7 p.m. meeting at the Courthouse, 320 S. Main St., Jefferson. The Board will take no action on the budget at this meeting.

The public can comment about the budget at a public hearing on October 28 at 7 p.m. at the Courthouse, 320 S. Main St., Jefferson. The main purpose of the hearing is to get public input about the budget. Citizens are encouraged to attend.

After the public hearing, County Supervisors will have until October 30 to submit proposed budget amendments to the County Administrator's office for processing. The Finance Committee will review and make recommendations about the amendments at its November 4 regular meeting. This meeting is open to the public. Per County Board rules, a 15-minute comment period is provided for public input. The Finance Committee will make recommendations about each proposed amendment to the Board, based on its experience with the budget.

On Nov. 10, the County Board will pass a final budget after discussing the proposed amendments. The Chairman of the County Board can rule budget amendments out of order if they offer a policy change that does not have a fiscal impact on the County budget (i.e.: fly to Mars) or if they seek action that is illegal (i.e.: eliminate the county court system). Such decisions are not made lightly and are done in consultation with the County Corporation Counsel and parliamentarian. This meeting is open to the public. Per County Board rules, a 15-minute public comment period is provided.

Summary

Citizens wishing to comment on the proposed budget should attend the Oct. 14 County Board meeting to learn about the budget and the Oct. 28 public hearing to comment on it. Both meetings are at 7 p.m. at the courthouse, 320. S. Main St., Jefferson. Citizens can also contact their County Supervisor to discuss the budget. Budget summaries will be available at the meetings. Full copies of the budget will be available on the county's web site. The site also lists county supervisors contact information and district maps so citizens can identify their representative: www.co.jefferson.wi.us.

-- END --

Item 11b

ORDINANCE NO. 2008-_____

Creation of Board Rule authorizing Board Chair to convene emergency Board meeting

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

Section 1. Section 3.01(1)(c) of the Board Rules is created as follows:

(c) In addition to the methods prescribed by Wisconsin Statute Section 59.11, a Board meeting may be convened by the Board Chair in case of emergency to authorize repairs of county buildings, or take other necessary action to respond to the emergency.

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

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

VACANT _____

Fiscal Note: A Board meeting costs approximately \$3,000 for meeting fees, mileage and related expenses for publication and video services.

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

10-14-08

Philip C. Ristow: 08-08-08

RESOLUTION NO. 2008-____

Resolution to select vendor for MIS Operational Audit

WHEREAS, a request for proposals was issued on July 28, 2008, seeking responses from interested parties to perform an audit of the Jefferson County Management Information Systems, and

WHEREAS, three proposals were received as set forth below:

Government Finance Officers Association (GFOA) Chicago, Illinois	\$37,050
Heartland Business Systems Little Chute, Wisconsin	\$47,000
Virchow Krause & Company Milwaukee, Wisconsin,	\$79,854

and

WHEREAS, the Infrastructure Committee reviewed the proposals and recommends GFOA's proposal, and

WHEREAS, the Administration & Rules Committee has reviewed the proposals and the recommendation of the Infrastructure Committee and recommends accepting the GFOA proposal,

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to execute a contract with Government Finance Officers Association for a Management Information Systems operational audit in accordance with the request for proposals and GFOA's response.

Fiscal Note: Adequate funds are available in Account. #12.521220 (Consultants) for this purpose.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Administration & Rules Committee

10-14-08

Philip C. Ristow: 10-08-08

Item 12a

RESOLUTION NO. 2008-_____

Select county liability insurance carrier

WHEREAS, Jefferson County has purchased public entity liability insurance for many years from Wisconsin County Mutual Insurance Company, which was created in the 1980's by the Wisconsin Counties Association in response to poor markets for insurance for counties, and

WHEREAS, Jefferson County's 2008 premium for liability insurance from Wisconsin County Mutual Insurance Company increased substantially in spite of Jefferson County's very favorable claims record, and

WHEREAS, a second insurance company, Wisconsin Municipal Mutual Insurance Company (WMMIC), a mutual company owned by the participating municipalities, also sells insurance to Wisconsin counties and cities, and

WHEREAS, proposals were sought for the County's 2009 liability coverage comparing the coverages and premiums of each company, and

WHEREAS, there is an estimated \$31,000 savings in premium for 2009 through the Wisconsin Municipal Mutual Insurance program, and

WHEREAS, the County's insurance consultant, T. E. Brennan Company, and the Finance Committee recommend purchasing public entity liability insurance from Wisconsin Municipal Mutual Insurance Company, and becoming an equity member of WMMIC,

NOW, THEREFORE, BE IT RESOLVED that the County Administrator, Board Chair and Clerk are authorized to execute such documents as may be necessary to become a member of Wisconsin Municipal Mutual Insurance Company, and purchase Option 1 - 2009 liability insurance from WMMIC.

Fiscal Note: The best apples to apples comparison of prospective costs for 2009 show County Mutual with a premium of \$176,742 and Municipal Mutual with a premium of \$145,719 for a savings of about \$31,000. Dividends were discounted in the analysis because they are not guaranteed and vary from year to year.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Requested by
Finance Committee

10-14-08

Philip C. Ristow: 10-08-08

JEFFERSON COUNTY
PUBLIC ENTITY LIABILITY INSURANCE
September 2008

WI County Mutual				WI Municipal Mutual	
AM Best Rating	B++			A-	
Options	<u>Current</u>	<u>I</u>	<u>II</u>	<u>I</u>	<u>II</u>
Limits					
Each Occurrence	\$10,000,000	\$10,000,000	\$5,000,000	\$ 5,000,000	\$ 5,000,000
Aggregate	---	---	---	15,000,000	15,000,000
Deductible					
Per Occurrence	25,000	150,000	150,000	150,000	100,000
Aggregate	100,000	350,000	350,000	525,000	400,000
Costs					
Equity Investment	---	---	---	\$783,000	\$897,000
Annual Premium	\$350,196	\$224,667	\$176,742	\$125,000	\$149,797
+ Deductible Fund (est. claims)	31,671	50,000	50,000	50,000	50,000
+ Countryside Home	<u>22,086</u>	<u>---</u>	<u>---</u>	<u>20,719</u>	<u>20,719</u>
Subtotal	\$403,953	\$274,667	\$226,742	\$195,719	\$220,516
- Dividend	<u>13,000</u>	<u>TBD</u>	<u>TBD</u>	<u>42,776*</u>	<u>48,948*</u>
Cost of Risk	\$390,953	\$274,667	\$226,742	\$152,943	\$171,568
2006 Dividend – \$13,000				\$10MM/OCC +\$40,000	
2007 Dividend – To Be Determined				*Capital Equity Dividend (est.)	
Dividends Cannot Be Guaranteed By Law					

Item 12b

Approved by the Wisconsin Department of Regulation and Licensing
7-1-99 (Optional Use Date)
1-1-00 (Mandatory Use Date)

RE/MAX Preferred Commercial

WB-13 VACANT LAND OFFER TO PURCHASE

Page 1 of 5

1 **BROKER DRAFTING THIS OFFER ON** 09/08/2008 **[DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL-AGENT) (STRIKE TWO)**

2 **GENERAL PROVISIONS** The Buyer, Bruce Peckham and/or assigns

3 offers to purchase the Property known as [Street Address] approx 3 ac, Collins Rd and Wisconsin Dr (see Exhibit A)

4 in the City of Jefferson, County of Jefferson

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 **PURCHASE PRICE:** Sixty-five thousand per acre Dollars (\$ 65000 per acre)

7 **EARNEST MONEY** of \$ ----- accompanies this Offer and earnest money of \$ -----

8 will be paid within ----- days of acceptance.

9 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

10 **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

11 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

12 and the following additional items: None

13 **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** N/A

14 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part

15 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

16 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

17 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

18 **ZONING:** Seller represents that the Property is zoned to be rezoned; see Lines 284-286

19 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

20 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider

21 whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

22 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or

23 before October 15, 2008. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

24 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices

25 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

26 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

27 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

28 for delivery to the Party's delivery address at lines 31 or 33.

29 Seller's recipient for delivery (optional): Philip C. Ristow, Corporate Counsel, Jefferson County

30 Seller's delivery address: Courthouse, 320 S. Main St, Rm 110, Jefferson WI 53549

31 Buyer's recipient for delivery (optional): -----

32 Buyer's delivery address: 2007 Morter Road, Lodi WI 53555

33 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

34 (3) By fax transmission of the document or written notice to the following telephone number:

35 Buyer: (608) 276-8659 Seller: (920) 674-7399

36 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

37 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement

38 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

39 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

40 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **(STRIKE ONE)**

41 lease(s), if any, are N/A

42 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or other agreed location

43 no later than Dec 31, 2008, unless another date or place is agreed to in writing.

44 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

45 property owner's association assessments, fuel and -----

46 Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

47 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

48 the net general real estate taxes for the preceding year) (-----). **(STRIKE AND COMPLETE AS APPLICABLE)**

49 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

50 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

51 **PROPERTY CONDITION PROVISIONS**

52 **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

53 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

54 Report dated -----, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

55 by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and Seller to provide to Buyer by Sept 30, 2008

56 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

RE/MAX Preferred Commercial 2970 Chapel Valley Rd Ste 104 Madison, WI 53711-7424
Phone: (608) 277 - 2752 Fax: (608) 276 - 8659 David Macdonald

Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteenth Mile Road, Fraser, Michigan 48026 www.zipform.com

Care Wisconsin

59 A "condition affecting the Property or transaction" is defined as follows:

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property

61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to

68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**

69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation

73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal

75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited

79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or

80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or

84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 **■ PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,

86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other

87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**

88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 **■ ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the

90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning

91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should

92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special

93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need

94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies

95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in

96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed

97 in these contingencies.

98 **■ INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections

99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection

100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original

101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation

102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,

103 which are hereby authorized.

104 **■ TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory

106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or

107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose

108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of

109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests

110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 **■ PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall

112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for

113 changes approved by Buyer.

114 **■ PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or

115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior

116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair

117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall

118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this

119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards

120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a

121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal

123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**

124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated

126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered

127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt

128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving

129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**

131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies

132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 **PROPERTY ADDRESS:** approx 3 acres, Collins Rd and Wisconsin Dr, Jefferson WI [page 3 of 5, WB-13]
 134 **TIME IS OF THE ESSENCE:** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
 135 date of closing; (5) contingency deadlines STRIKE AS APPLICABLE and all other dates and deadlines in this Offer except: _____
 136 _____ . If "Time is of the Essence"
 137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does
 138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.
 139 **DATES AND DEADLINES:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
 141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
 142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
 143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
 144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
 145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.
 146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
 147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**
 148 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
 149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
 150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
 151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
 152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
 153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
 154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
 155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
 156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
 157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**
 158 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 159 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall
 160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
 161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted
 162 to reflect interest changes.
 163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
 164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
 165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
 166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall
 167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**
 168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
 169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**
 170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
 171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.
 172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
 173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
 174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
 175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this
 176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
 177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness
 178 for Seller financing.
 179 **ADDITIONAL PROVISIONS/CONTINGENCIES:** This offer is contingent upon Buyer entering into a lease
 180 agreement with Care Wisconsin First, Inc. as tenant for the office building. If the Buyer can not
 181 enter into an acceptable lease agreement within 60 days after acceptance of this offer, the Buyer
 182 will notify the County in writing in a timely manner and this offer will be null and void.
 183 _____
 184 Seller agrees to cooperate with and assist Buyer in the rezoning process. (see Lines 284-286)
 185 _____
 186 If this offer is accepted and closes, Seller agrees to pay a commission of 3% of the total sale
 187 price to REMAX Preferred, Inc., with said commission to be paid at closing.
 188 ☒ **ADDENDA:** The attached _____ Exhibit A _____ is/are made part of this Offer.
 189 **TITLE EVIDENCE**
 190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
 191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
 192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 193 restrictions and covenants, general taxes levied in the year of closing and _____
 194 _____
 195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
 196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**
 200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of
 221 the Parties to this Offer and their successors in interest.

222 **DEFAULT**

223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.

226 If Buyer defaults, Seller may:

- 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
- 229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:

- 231 (1) sue for specific performance; or
- 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In addition, the Parties may seek any other remedies available in law or equity.

234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes
 237 covered by the arbitration agreement.

238 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**
 239 **THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT**
 240 **ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR**
 241 **HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

242 **EARNEST MONEY**

243 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

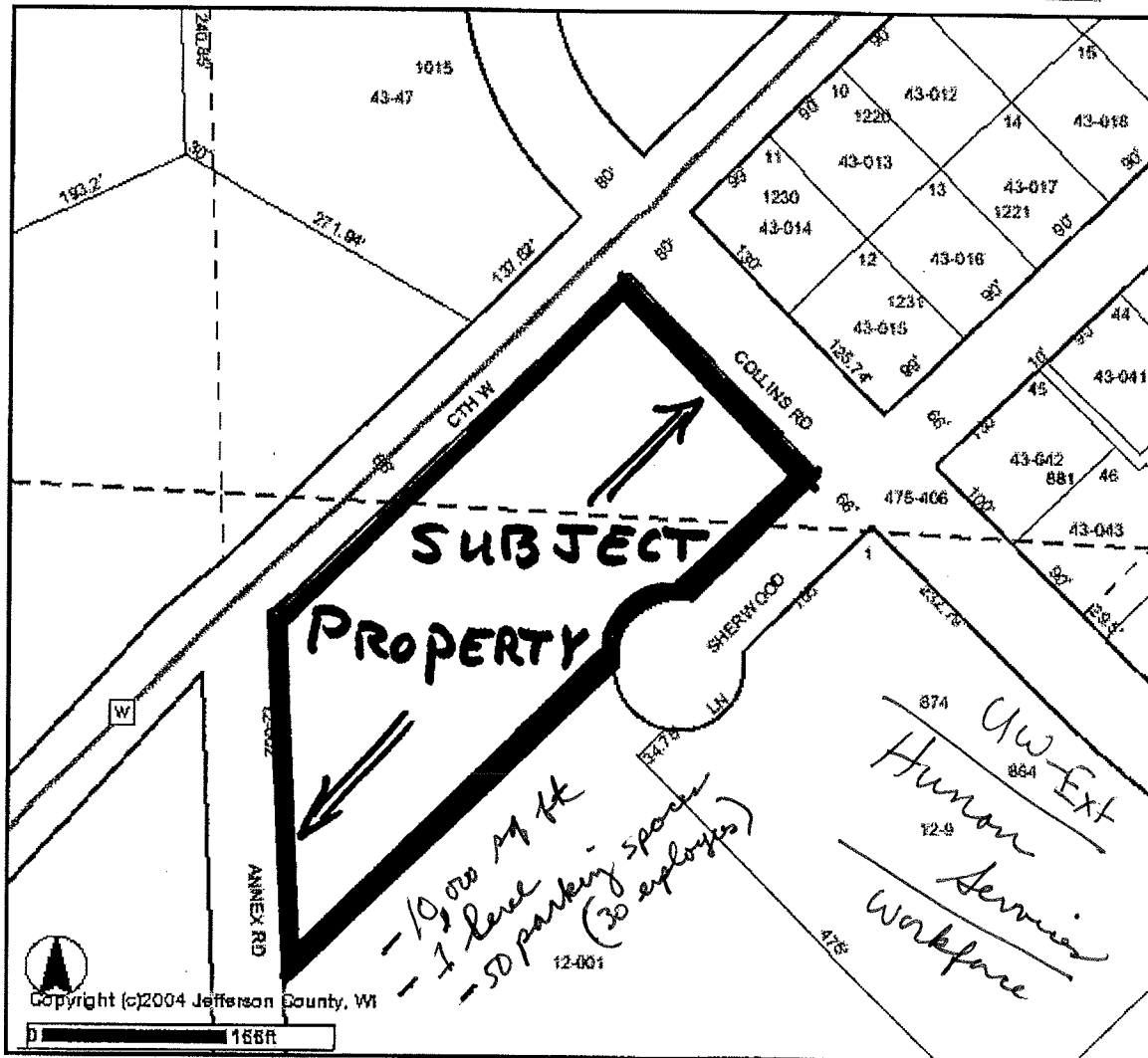
247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 **PROPERTY ADDRESS:** approx 3 acres, Collins Rd and Wisconsin Dr, Jefferson WI [page 5 of 5, WB-13]
 269 **OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF**
 270 **MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.**
 271 ☒ **PROPOSED USE CONTINGENCY:** Buyer is purchasing the property for the purpose of: commercial office building
 272 This Offer is contingent upon Buyer obtaining the following:
 273 ☒ Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a qualified soils expert that the Property is free of any subsoil
 274 condition which would make the proposed development impossible or significantly increase the costs of such development.
 275 ☐ Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a certified soils tester or other qualified expert that indicates that
 276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
 277 septic system for: _____ [insert proposed use of Property; e.g., three
 278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
 279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
 280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.
 281 ☒ Copies at (Buyer's) (Seller's) STRIKE ONE expense of all public and private easements, covenants and restrictions affecting the
 282 Property, and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
 283 the costs of the proposed use or development identified at lines 271 to 272.
 284 ☒ Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
 285 of such permits, approvals and licenses at (Buyer's) (Seller's) STRIKE ONE expense for the following items related to the proposed
 286 development rezoning to the appropriate commercial zoning. (See Line 184)
 287 ☐ Written evidence at (Buyer's) (Seller's) STRIKE ONE expense that the following utility connections are located as follows (e.g.,
 288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
 289 _____; water _____; telephone _____; other _____
 290 This proposed use contingency shall be deemed satisfied unless Buyer within 60 days of acceptance delivers
 291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
 292 specific item included in Buyer's notice cannot be satisfied.
 293 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE a map of the Property prepared
 294 by a registered land surveyor, within 30 days of acceptance, at (Buyer's) (Seller's) STRIKE ONE expense. The map shall identify the legal
 295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
 296 if any, and: location of fiber optic lines if any on the Property
 297 STRIKE AND COMPLETE AS APPLICABLE Additional map features
 298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
 299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**
 300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
 301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
 302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
 303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.
 304 ☐ **INSPECTION CONTINGENCY:** This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
 305 Buyer's expense, of the Property and _____
 306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
 307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
 308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
 309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
 310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
 311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
 312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
 313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
 314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.
 315 This Offer was drafted on 09/08/2008 [date] by [Licensee and Firm] David R. Macdonald **REMAX Preferred**
 316 (X) Bruce Peckham Buyer's Signature ▲ Print Name Here: Bruce Peckham Social Security No. or FEIN ▲ 9/9/08 Date ▲
 317
 318 (X) _____ Buyer's Signature ▲ Print Name Here: _____ Social Security No. or FEIN ▲ _____ Date ▲
 319
 320 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)
 321 _____ Broker (By)
 322 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND**
 323 **THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH**
 324 **HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
 325 (X) _____ Seller's Signature ▲ Print Name Here: _____ Social Security No. or FEIN ▲ _____ Date ▲
 326
 327 (X) _____ Seller's Signature ▲ Print Name Here: _____ Social Security No. or FEIN ▲ _____ Date ▲
 328
 329 This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.
 330 **THIS OFFER IS REJECTED** _____ **THIS OFFER IS COUNTERED [See attached counter]** _____
 331 _____ Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲

EXHIBIT A

Jefferson County Geographic Information System

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Minor Hydro Names		County	PLSS Section No
		Federal	
		Interstate	
Major Road Centerlines		State	PLSS Section No
		Streams, Etc.	

(cont)



varion systems

DISCLAIMER
This map is not a substitute for an actual field survey or on sight investigation. The accuracy of this map is limited by the quality of the records from which it was assembled. Other inherent inaccuracies occur during the composition process. Jefferson County makes no warranty whatsoever concerning this information.

RESOLUTION NO. 2008-_____

**Consideration of offer to purchase approximately three acres
located at the intersection of Collins Road and Wisconsin Drive,
City of Jefferson**

WHEREAS, the County has received an offer from Bruce Peckham to purchase approximately three acres located at the intersection of Collins Road and Wisconsin Drive in the City of Jefferson as shown on Exhibit A of the Offer to Purchase, at the price of \$65,000 per acre with final acreage to be determined by survey, and

WHEREAS, the Offer to Purchase is contingent upon the buyer entering into a lease with Care Wisconsin First, Inc. as tenant for the office building, and rezoning of the property for such purpose, and

WHEREAS, Care Wisconsin First, Inc. is the managed care association operating Family Care in Jefferson County, and location of Care Wisconsin's office in proximity to the Workforce Development Center and the Human Services Department is advantageous to county residents utilizing the services of Care Wisconsin and the County, and

WHEREAS, the Finance Committee recommends acceptance of the offer,

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to accept the offer as presented.

Fiscal Note: It is estimated that the sale price will be approximately \$200,000. The offer proposes a 3% commission paid by the County, which would total about \$6,000. Estimated net proceeds of approximately \$190,000 would be received as unbudgeted revenue.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Finance Committee

10-14-08

Philip C. Ristow: 10-08-08

RESOLUTION NO. 2008-_____

**Resolution authorizing the County to negotiate wage rate and shift premium adjustments
for Resident Care Workers and shift differentials for Medication Aides at Countryside
Home**

WHEREAS, the Countryside Home Administrator has reported the continuing challenge in recruiting and retaining Resident Care Workers for part-time, non-benefited positions to work evenings and weekends, as well as Medication Aide's on pm and night shifts, and

WHEREAS, after reviewing pay ranges and pay practices for other positions in the same union, the department head recommends adjustments to assist in recruitment efforts, as well as ensure internal equity as set forth below:

Wage Rate for In-house Pool Resident Care Workers	\$13.89/hour
Shift Premium for RCWs	\$30 premium for full-time staff and \$25 premium for part-time staff for extra weekend shifts
Shift Differentials for Medication Aides	\$.75 per hour for PM shift*

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to enter into amendments to the current AFSCME labor contract for Countryside Home, establishing pay rates and shift premiums for Resident Care Workers and shift differentials for Medication Aides as set forth above.

Fiscal Note: Anticipated cost to implement the changes for the Resident Care Worker position for 2008 Budget will be \$1,352 with an annual cost of \$5,407 in 2009. The anticipated cost to implement the change for Medication Aides for the 2008 Budget is \$1155.42, with an annual cost of \$5,546 in 2009

** The Human Resources Committee is scheduled to meet prior to the October 14, 2008, County Board Meeting to take action on the Medication Aide request.*

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Human Resources Committee

10-14-08

Terri M. Palm-Kostroski: 10-07-08

Item 13b

RESOLUTION NO. 2008-_____

Resolution creating three full-time Long Term Care Registered Nurse (RN) positions and four full-time Human Service Professional I (HSP I) positions

WHEREAS, the Health Department and Human Services Department are involved in transitioning to State Family Care in Jefferson County, and

WHEREAS, the County Health Officer and Director of Human Services have reviewed the following relevant staff changes with the Board of Health and Human Services Board, respectively, and recommend the following changes to support the goals of Long Term Care programs:

- Creation of three full-time, represented Long Term Care RNs in the Health Department
- Creation of four full-time, represented HSP Is, in the Human Services Department, and

WHEREAS, after due consideration, the Human Resources Committee recommends the changes proposed by the Board of Health and Human Services Board.

NOW, THEREFORE, BE IT RESOLVED that the 2008 County Budget setting forth position allocations at the Health Department and Human Services Department are hereby amended to reflect the above changes, to become effective upon passage of this resolution.

Fiscal Note: Maximum total cost expected for 2008 is \$30,862.65 for the HSP I positions and \$26,632.16 for the LTC RN positions, which cost is anticipated to be offset 100% by federal, state, Medicaid and other funding. As a budget amendment, 20 affirmative votes are required for passage.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Human Resources Committee

10-14-08

Terri M. Palm-Kostroski: 10-02-08

RESOLUTION NO. 2008-__**Approve bid for Lower Rock Lake Park parking lot improvements**

WHEREAS, the Parks Committee was authorized to receive bids for improvements to the Lower Rock Lake Park parking lot, and

WHEREAS, prior bids exceeded the amount of funds available and the project was rebid, after deletion of numerous items to bring the project cost below the total amount of funds available, and

WHEREAS, the following bids were received:

Colt Construction Services, LLC Pewaukee, Wisconsin	\$176,739.30
Poblocki Paving Corporation Madison, Wisconsin	\$185,317.50
Huml Contractors, Inc. Janesville, Wisconsin	\$153,537.00
B.R. Amon & Sons, Inc. Cambridge, Wisconsin	\$141,047.50
Forest Landscaping Construction, Inc. Lake Mills, Wisconsin,	\$155,591.00

and

WHEREAS, the Town of Lake Mills has agreed to share in 50% of the construction costs in excess of the State Waterways Grant previously approved in the amount of \$80,000, and

WHEREAS, the Parks Committee recommends awarding the bid to the low bidder, B. R. Amon & Sons, Inc., Cambridge, Wisconsin,

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to execute a contract for the Lower Rock Lake Park parking lot improvements with B. R. Amon & Sons, Inc. in the amount of \$141,047.50.

BE IT FURTHER RESOLVED that the Parks Director is authorized to approve change orders up to the total amount of funds remaining to complete items that were removed from the original bid to bring the project cost below the amount of funds available.

Fiscal Note: The Parks Department has \$41,778 available for this project. A waterways grant in the amount of \$80,000 was approved for this project. The construction cost to the Parks Department and to the Town of Lake Mills is \$30,523.75 each. In addition, professional fees are payable by the County in the approximate amount of \$3,000, leaving about \$7,000 remaining to use for change orders.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Parks Committee

10-14-08

**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 or Commissions:

Veterans Service Commission

- a. Ron Buchanan, Watertown, WI for a three-year term ending December, 2011.

AYES _____
NOES _____
ABSENT _____
ABSTAIN _____

Human Services Board

- a. Pam Rogers, Lake Mills, WI for a three-year term ending November, 2011.

AYES _____
NOES _____
ABSENT _____
ABSTAIN _____

Human Services Board

- b. Gail Towers MacAskill, Watertown, WI for a three-year term ending November, 2011.

AYES _____
NOES _____
ABSENT _____
ABSTAIN _____