

AGENDA

JEFFERSON COUNTY BOARD MEETING

MONDAY

August 10, 2026

7:00 p.m.

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

[Livestream on YouTube](#)

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_N2ghwZR3TQenotKF1KEwmQ

After registering, you will receive a confirmation email containing information about joining the webinar.

1. **CALL TO ORDER**
2. **ROLL CALL BY COUNTY CLERK**
3. **PLEDGE OF ALLEGIANCE**
4. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETINGS LAW**
5. **APPROVAL OF THE AGENDA**
6. **APPROVAL OF July 14, 2026 MEETING MINUTES**
7. **SPECIAL ORDER OF BUSINESS**
 - a. Annual Reports: Presiding Judge; Court Support Services/Family Court/Register in Probate; Clerk of Courts; Finance; Library; and District Attorney
 - b. EMS Education Session – County Administrator (*Requested by the EMS Working Group and authorized by the Executive Committee, from May through September at County Board Meetings the County Administrator will lead brief education sessions on the state of EMS in Jefferson County and proposed solutions*)
8. **COMMUNICATIONS**
 - a. Notice of Public Hearing – Planning and Zoning – August 20, 2026, 7:00 p.m. (p. 1-2)
 - b. Treasurer’s Monthly Report (addendum)
9. **PUBLIC COMMENT (agenda items)**
COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES
10. **BUILDING & GROUNDS COMMITTEE**
 - a. Resolution- Accepting Bids & Authorizing Contracts for Parking Lot Maintenance (p. 3-7)
 - b. Resolution- Accepting Bid & Authorizing Contract for Preventative HVAC Maintenance at Highway Shop (p. 8-9)
 - c. Resolution- Accepting Bid & Authorizing Contract for Additional Courthouse Security Cameras (p. 10)
11. **FINANCE**
 - a. Resolution- Authorizing the County Administrator to Contract with The Sigma Group for Phase I ESA and Wetland Delineation on County Farmland and amending the 2026 budget in the Capital Projects Fund (p. 11-13)

- b. Ordinance- Amending Chapter 8, Article III- “Purchasing” of the Jefferson County Code of Ordinances (p. 14-29)
- 12. **HUMAN RESOURCES COMMITTEE**
 - a. Resolution- Creating a Full-Time Quality Assurance Specialist Position for the Human Services Department and amending the 2026 budget (p. 30-32)
- 13. **PLANNING & ZONING COMMITTEE**
 - a. Zoning Report (p. 33)
 - b. Ordinance – Amending the Official Zoning Map (p. 34-35)
 - c. Ordinance- Amending the Jefferson County Zoning Ordinance to Create Section 22.86 - Moratorium on Data Center Siting or Placement Within Jefferson County’s Zoning Jurisdiction (p. 36-37)
- 14. **APPOINTMENTS BY COUNTY ADMINISTRATOR**
 - a. Francine Gies, Melissa Drageer, Sandi Budewitz, and Kalya Loeber to the Aging & Disability Resource Center (ADRC) Advisory Committee for a 3- year term ending August 1, 2029 (p. 38)
 - b. Greg Froehle to the Zoning Board of Adjustment to fill a vacancy for an unexpired term ending July 1, 2028 (p. 38)
- 15. **APPOINTMENTS BY BOARD CHAIR**
 - a. Rori Eilenfeldt, to the Fair Park Committee to serve as an at-large member. Term expires April 18, 2028 (p. 38)
- 16. **PUBLIC COMMENT** (General)
- 17. **ANNOUNCEMENTS**
- 18. **ADJOURN**

NEXT COUNTY BOARD MEETING
TUESDAY, September 08, 2026
7:00 P.M.

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

SUBJECT: Map Amendments to the Jefferson County Zoning Ordinance and Requests for Conditional Use Permits
DATE: Thursday, August 20, 2026
TIME: 7:00 p.m. (Doors will open at 6:30)
PLACE: **JEFFERSON COUNTY COURTHOUSE, LAKE KOSHKONONG RM, C2063**
311 S. CENTER AVE, JEFFERSON, WI 53549
OR Via Teams Videoconference

PETITIONERS OR MEMBERS OF THE PUBLIC MAY ATTEND THE MEETING VIRTUALLY BY FOLLOWING THESE INSTRUCTIONS IF THEY CHOOSE NOT TO ATTEND IN PERSON:

Teams Meeting Information Link: Join the meeting now Meeting ID: 222 326 323 808 9 Passcode: fy37Vh3D
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1. Call to Order
2. Roll Call
3. Certification of Compliance with Open Meetings Law
4. Approval of Agenda
5. Public Hearing

NOTICE IS HEREBY GIVEN THAT the Jefferson County Planning and Zoning Committee will conduct a public hearing at 7:00 p.m. on Thursday, August 20, 2026, in Room C2063 of the Jefferson County Courthouse, Jefferson, Wisconsin. Members of the public will be allowed to be heard regarding any petition under consideration by the Planning and Zoning Committee. **PETITIONERS, OR THEIR REPRESENTATIVES SHALL BE PRESENT EITHER IN PERSON OR VIA TEAMS.** Matters to be heard are petitions to amend the official zoning map and applications for conditional use permits. A map of the properties affected may be obtained from the Zoning Department. Individual files, which include staff reports, are available for viewing between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays. If you have questions regarding these matters, please contact Zoning at 920-674-7131.

Decisions on Conditional Use Permits will be made on **August 31, 2026**
Recommendations by the Committee on Rezones will be made on **August 31, 2026**
Final decision will be made by the County Board on **September 8, 2026**

FROM A-1 EXCLUSIVE AGRICULTURAL TO A-3, AGRICULTURAL/RURAL RESIDENTIAL
All are in accordance with ss. 22-339 – 22-350 of the Jefferson County Zoning Ordinance

R4699A-26 – Kenneth & Jane Staude Trust: Rezone from A-1 to A-3 to create a 2.0-acre farm consolidation around the existing house at **N5715 Popp Road** in the Town of Aztalan, PIN 002-0714-2134-000 (16.134 ac).

R4700A-26 – VJ Davis LLC: Rezone from A-1 to A-3 to create a 4.6-acre farm consolidation around the existing house and outbuildings at **W8752 US Highway 12** in the Town of Oakland from PINs 022-0613-1634-000 (33.906 ac) and 022-0613-1631-000 (38.566 ac).

FROM A-1 EXCLUSIVE AGRICULTURAL TO A-3, AGRICULTURAL/RURAL RESIDENTIAL
WITH CONDITIONAL USE
All are in accordance with ss. 22-339 – 22-350 of the Jefferson County Zoning Ordinance

R4701A-26 & CU2211- 26 – Kenneth Au: Rezone from A-1 to A-3 to create a 4.5-acre farm consolidation and a Conditional Use Permit to allow for an Accessory Dwelling Unit at **W4294 Hillview Lane** in Town of Farmington from PINs 008-0715-3213-000 (34.998 ac), 008-0715-3213-001 (2.702 ac) and 008-0715-3242-000 (38.980 ac).

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

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

R4702A-26 & CU2212- 26 – Thomas Patterson: Rezone from A-T to R-2 to allow for an approximate 25-lot subdivision and conditional use permit to allow 8 duplexes near **N739 Old 26 Road** in Town of Koshkonong, PIN 016-0513-2514-000 (30.146 ac). Property is owned by Richard & Joyce Christensen.

CONDITIONAL USE PERMIT APPLICATIONS

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

CU2213-26 – Taylor Crose: Conditional Use to allow for a kennel (dog boarding & training) in an existing A-3 zone at **N6132 Switzke Road** in Town of Farmington, PIN 008-0715-1633-001 (1.560 ac).

CU2214-26 – Annette Rue: Conditional Use to allow for an eating and drinking place in existing C zone at **N6436 S Farmington Road** in Town of Farmington, PIN 008-0715-1321-006 (2.10 ac).

CU2215-26 – Brian Gillman: Conditional Use to allow for a kennel including dog grooming & boarding in an existing A-3 zone at **W1370 Gopher Hill Road** in Town of Ixonia, PIN 012-0816-0914-000 (4.036 ac).

CU2216-26 – Paola Rodriguez Perez: Update Conditional Use CU2100-23 for recreational facility directly related for open space use to allow for increased capacity and additional events in an existing A-2 zone at **W5257 Navan Road** in Town of Milford, PIN 020-0814-2422-004 (3.843 ac).

CU2217-26 – OneEnergy Renewables : Conditional Use to allow for a 6-watt dual-use solar farm in existing A-1 zone west of **W8375 Hope Lake Road** in Town of Oakland on PINs 022-0613-0322-000 (33.480 ac) and 022-0613-0323-000 (40.0 ac). The property is owned by Kornstedt Farms LLC.

CU2218-26 – John & Tamara Pozorski: Conditional Use to allow for a 7,200 sq. ft., 38' high extensive onsite storage structure in existing R-2 zone at **N1571 County Road H** in Town of Palmyra, PIN 024-0516-1324-004 (10.369 ac).

6. Adjourn

A quorum of any Jefferson County Committee, Board, Commission or other body, including the Jefferson County Board of Supervisors, may be present at this meeting.

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

A digital recording of the meeting will be available in the Zoning Department upon request.

RESOLUTION NO. 2026-_____

Accepting Bids and Authorizing Contracts for Parking Lot Maintenance

Executive Summary

Jefferson County Director of Facilities bundled parking lot maintenance projects for the Courthouse, Fair Park, and Carnes Park to leverage volume purchasing and streamlined project execution processes. The scope of these projects includes curb repairs, seal coating, crack filling, pavement marking, and asphalt paving and patching.

On July 7, 2025, the Director of Facilities issued a request for proposals (RFP) to solicit bids for the parking lot maintenance required at above mentioned County properties. Three contractors participated in the pre-bid walk through, and we received proposals from seven different contractors on July 30, 2026. The lowest responsible bidder for the curb and gutter repairs is Koenig Concrete in the amount of \$33,600 and the lowest responsible bidder for asphalt paving, seal coating, and pavement marking is Poblocki Paving in the amount of \$90,183. The Director of Facilities checked references to ensure these bidders would be able to perform the work as required and received positive responses and met with the Fair Park and Parks staff for consensus.

This resolution authorizes the County Administrator to contact with Koenig Concrete and Poblocki Paving for parking lot maintenance in accordance with the bids submitted at an estimated total project cost of \$123,783. On August 3, 2026, the Buildings & Grounds Committee considered the proposal and unanimously recommended forwarding it to the County Board for approval.

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

WHEREAS, Jefferson County solicited bids for parking lot maintenance at the Courthouse, Fair Park, and Carnes Park and

WHEREAS, such bids were received and opened on July 30, 2026, with the following results:

Item description	2026 Approved budget	Contract value after bidding	Contractor
Crack fill/seal coat pavement/line marking Courthouse	20,481	8,642	Poblocki Paving
Courthouse lot curb and gutter repairs	39,000	33,600	Koenig Concrete
Pave northeast lot - Courthouse	32,870	20,843	Poblocki Paving
Pavement seal coat and line mark - Fair Park	50,000	38,250	Poblocki Paving
Dorothy Carnes park seal coat and crack fill	20,000	22,448	Poblocki Paving
Subtotal	162,351	123,783	
Poblocki contract value	\$	90,183	
Koenig concrete value	\$	33,600	

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to enter into a contract with the lowest responsible bidders, Koenig Concrete in the amount of \$33,600 and Poblocki Paving in the amount of \$90,183.

Fiscal Note: The parking lot maintenance requirements for the Courthouse, Fair Park, and Carnes Park was included in the Capital budget for 2026 to represent the project scope in the amount of \$162,351 net, no budget adjustment is necessary.

Strategic Plan Reference: None

Referred By:
Buildings & Grounds Committee

08-10-2026

REVIEWED: Corporation Counsel: DHT; Finance Director: MAD

Itemized work package bid tabulations attached as additional information

Courthouse North parking lot
 Contractor bid
 tabulation

Draft date: 21-Jul-26

Revision date:



Approved project
 budget 32,870
 Qty of parking spaces 13

	Poblocki Paving	Wolf Paving
Grading & asphalt	20,110	30,972
Pavement marking	733	512

Subtotal	20,843	31,484
Cost per parking space	1,603	2,422
Variance to budget	12,027	1,386
	Under budget	Under budget

Courthouse curb & gutter repairs
 Contractor bid
 tabulation

Draft date: 21-Jul-26

Revision date:



Approved project
 budget 39,000
 LF of curb & gutter 255

	Koenig Concrete	Parisi	PLM
	33,600	39,115	34,758

Subtotal	33,600	39,115	34,758
Cost per LF	\$ 132	\$ 153	\$ 136
Variance to budget	5,400	(115)	4,242
	Below budget	Over budget	Below budget

Crack fill and seal coat
Contractor bid tabulation

Draft date:

21-Jul-26

Revision date:



Approved project budget 90,481
SY of surface area 24,228

Scope of work	American Pavement Solutions	Fahrner Asphalt Sealers	Poblocki Paving
Crack filling:			
Courthouse	2,065	3,201	3,866
Fair Park	7,552	5,603	14,532
Alternate #04	7,975	14,310	3,838
Carnes park	2,154	1,298	5,241
Alternate #02	4,620	7,885	2,662
Alternate #03	5,260	12,121	2,588
Seal Coating:			
Courthouse	5,915	16,016	3,898
Fair Park	26,705	46,032	14,541
Alternate #04	Incl w/ above	Incl w/ above	4,605
Carnes park	7,681	17,976	5,241
Alternate #02	Incl w/ above	Incl w/ above	2,668
Alternate #03	Incl w/ above	Incl w/ above	2,578
Pavement marking:			
Courthouse	1,164	3,400	735
Alternate #01	100	210	144
Fair Park	1,255	1935	734
Carnes park	676	1620	1,470
Subtotal	73,122	131,606	69,340
Unit price	3.02	5.43	2.86
Variance to budget	17,359	(41,125)	21,141
	Under budget	Over budget	Under budget

RESOLUTION NO. 2026-____

Accepting Bid & Authorizing Contract for Preventative HVAC Maintenance at the Highway Shop

Executive Summary

The Director of Facilities is recommending the establishment of a preventative maintenance service agreement for the HVAC mechanical equipment located at the Jefferson County Highway Shop. This service agreement will perform routine preventative service work to the HVAC mechanical equipment to prolong the lifecycle of the equipment and reduce the downtime and break fix expenditures.

Consistent with the Jefferson County Purchasing Ordinance, competitive bids were solicited for this work. On July 9, 2026, three contractors participated in the pre-bid walk through, and each contractor submitted a bid on July 16, 2026. The most responsible and responsive bidder is Basset Mechanical in the total amount of \$48,593, for a three-year service agreement. The three-year service agreement includes on-site service of the of the equipment at least quarterly. The Director of Facilities checked references to ensure this bidder would be able to perform the work as required and received positive responses and met with the Highway Department staff for consensus. As additional information, we have experience with Basset Mechanical at the Highway Shop servicing the building automation systems upgrades and replacing the compressors in each of the air handling units.

This resolution authorizes the County Administrator to contract with Basset Mechanical at an estimated total project price of \$48,593 for a three-year service agreement. On August 3, 2026, the Buildings & Grounds Committee considered the proposal and recommended forwarding it on to the County Board for approval.

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

WHEREAS, Jefferson County solicited bids for Preventative Maintenance, and

WHEREAS, such bids were received and opened on July 16, 2026, with the following results:

Contractor	Cost	Notes
Basset Mechanical	48,593	Selected contractor, they are also licensed to service the Building Automation System
Ahern Mechanical Services	41,760	Excludes filter changes, references were not satisfied
North American Mechanical. Inc.	48,960	Service level unsatisfactory

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to enter into a three-year service contract with the lowest responsible bidder, Basset Mechanical, in the amount of \$48,593.

Fiscal Note: The cost of this service will be applied to the Highway Shop annual operating budget for facilities expenses. Budget adjustments will be reviewed at a later date if necessary.

Strategic Plan Reference: None

Referred By:
Buildings & Grounds Committee

08-10-2026

REVIEWED: Corporation Counsel: DHT; Finance Director: MAD

RESOLUTION NO. 2026-____

Accepting Bid & Authorizing Contract for Additional Courthouse Security Cameras

Executive Summary

Jefferson County Sheriff Office requested additional cameras be installed to address blind spots in select locations of the Courthouse / Law Enforcement Center buildings. We received three bids to complete this work.

On June 15, 2026, the Director of Facilities toured three contractors through the space, identifying the locations requiring cameras to be installed for this project. The lowest responsible bidder was Protective Technologies at a cost of \$49,500. The Director of Facilities checked references to ensure this bidder would be able to perform the work as required and received positive responses.

This resolution authorizes the County Administrator to contact with Protective Technologies for security camera installation in accordance with the bid received at an estimated project cost of \$49,500. The Buildings & Grounds Committee considered this resolution at its meeting on August 10, 2026, and recommended forwarding it on to the County Board for approval.

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

WHEREAS, Jefferson County solicited bids for camera installation at the Courthouse

WHEREAS, such bids were received and opened on August 5, 2026, with the following results:

Contractor	Cost	Notes
Capital Security	47,452	Risks to business continuity
Convergent Technologies	80,693	
Protective Technologies	49,500	selected contractor

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to enter into a contract with the lowest responsible bidder, Protective Technologies in the amount of \$49,500.

Fiscal Note: The Courthouse Security Cameras project was included in the Capital budget for 2026 to represent the project scope in the amount of \$54,500 net, no budget adjustment is necessary.

Strategic Plan Reference: None

Referred By:
Buildings & Grounds Committee

08-10-2026

REVIEWED: Corporation Counsel: DHT; Finance Director: MAD

RESOLUTION NO. 2026-__

Authorizing the County Administrator to Contract with The Sigma Group for Phase I ESA and Wetland Delineation on County Farmland and amending the 2026 budget in the Capital Projects Fund

Executive Summary

Jefferson County owns 140.98 acres of farmland on the west side of the STH 26 bypass across from the Food and Beverage Innovation Campus in Jefferson. There are parcels in both the Town of Jefferson and the City of Jefferson. At their June meeting, the Finance Committee, under Section 2-172(5)(g) of the Code of Ordinances, directed staff to begin due diligence on the land to prepare it for a potential future sale. This due diligence could include a Phase I and Phase II Environmental Site Assessment (ESA), Wetland Delineation, and Geotechnical Investigation. No businesses have approached Jefferson County about buying the land, however, the success of the Food and Beverage Innovation Campus has led to strong interest in making more land available for development nearby.

County staff approached multiple companies who perform this scope of work. Two bids were received, from The Sigma Group and SEH, demonstrated in the table below:

	Phase I ESA	Phase II ESA	Wetland Delineation	Geotechnical Investigation	Project Management & Deliverables
The Sigma Group	\$13,800	Not quoted	\$12,500	\$42,300	\$11,950
SEH	\$22,600	Estimated only, at \$16,000	\$12,400	Not included	N/A

County Staff are exploring participation in the Wisconsin Economic Development Corporation's Certified Sites program that could provide reimbursement of 75% of eligible project costs.

This resolution authorizes the County Administrator to contract with The Sigma Group for completion of a Phase I Environmental Assessment and Wetland Delineation on the County farmland identified above. The Finance Committee considered this proposal at its meeting on August 4, 2026, and unanimously recommended forwarding it on to the County Board for approval of a contract for a Phase I ESA and Wetland Delineation.

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

WHEREAS, Jefferson County owns 140.98 acres in the Town of Jefferson and City of Jefferson adjacent to the Food and Beverage Innovation Campus that the Finance Committee has recommended listing for sale, and

WHEREAS, to prepare the land for sale, certain site assessments must be completed, and

WHEREAS, The Sigma Group provided the lower bid to perform a Phase I Environmental Site Assessment and Wetland Delineation for the parcels of land, and

WHEREAS, the intentional economic development of land in the agribusiness, food and beverage, advanced manufacturing, and biotech industries within incorporated municipal boundaries or urban service areas is aligned with both the JCEDC/ThriveED and Jefferson County strategic plans;

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby authorizes the County Administrator to enter into a contract with The Sigma Group for a Phase I Environmental Site Assessment and Wetland Delineation on county-owned land.

Fiscal Note: The County is holding money from the sale of its farmland in the Capital Projects Fund. This project is consistent with the intent of the Finance Committee to retain the funds from previous sales for future farmland projects. Enactment of this resolution will require a budget adjustment to the Capital Projects Fund in the amount of \$30,000. Passage of this resolution authorizes the County Finance Director to make the necessary budget adjustments to enact this resolution. This is a budget adjustment. Passage of this resolution requires a 2/3 affirmative vote (20 of 30 votes from total membership).

Strategic Plan Reference: YES

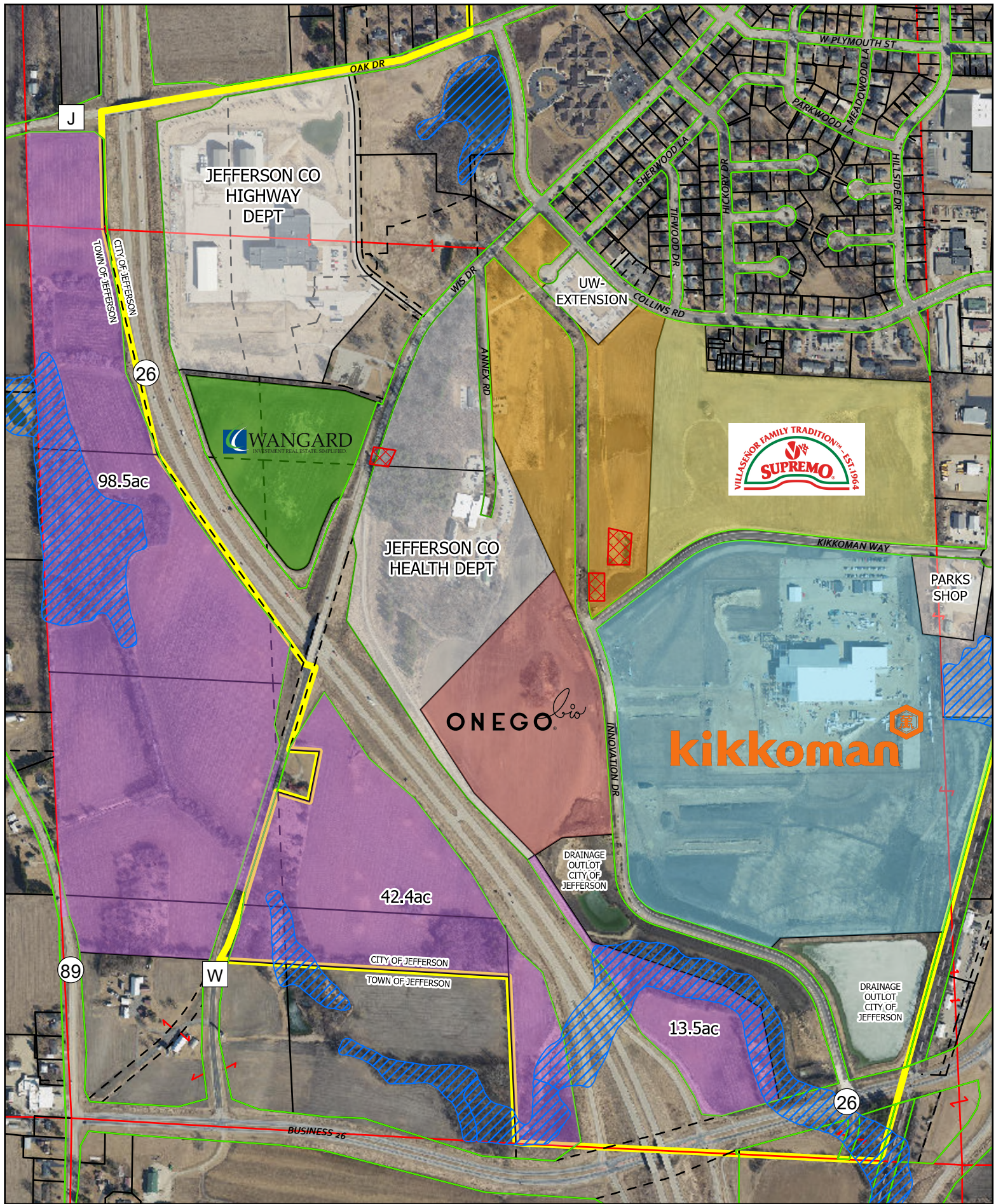


Intentional Economic Growth: Support a thriving business community through business retention, expansion, and attraction efforts; Tailor attraction efforts to industries that align with our strengths; Partner with state groups to leverage resources

Referred By:
Finance Committee

08-10-2026

REVIEWED: Corporation Counsel: DHT ; Finance Director: MAD



Leased Co Farm Land: 154.4ac	Supremo: 36.4ac	Municipal Boundary	County Facilities
Future Jefferson Co Development: 31.3ac	Wangard: 17.1ac	Potters Field Burial Sites	
Kikkoman: 100.6ac	Onego Bio: 25.9ac	Wetlands	

ORDINANCE NO. 2026-____

Amending Chapter 8, Article III- “Purchasing” of the Jefferson County Code of Ordinances

Executive Summary

Jefferson County adopted a Purchasing Ordinance in 2018 which governs the process to be used for the procurement of all goods and services by Jefferson County. The purpose of the ordinance is to provide a fair process that allows an opportunity for any interested member of the public to do business with Jefferson County and ensure the most efficient and responsible use of public funds. In an effort to align purchasing procedures with the current needs of Jefferson County and increase consistency in implementation, the following amendments to the Purchasing Ordinance are proposed:

1. Revising the thresholds at which public bidding is required to reflect recent changes made by the Wisconsin legislature
2. Revising and refining language throughout the ordinance to address frequently asked questions and increase clarity for staff implementing the ordinance.
3. Updating language regarding ethics and conflicts of interest to be consistent with the County’s existing Ethics Ordinance
4. Updating language to comply with Wisconsin statutes.

The Finance Committee reviewed the proposed amendments to the Purchasing Ordinance at its meeting on August 4, 2026, and recommended forwarding the amendments to the County Board for approval.

NOW THEREFORE, BE IT ORDAINED by the Jefferson County Board of Supervisors:

SECTION 1: Chapter 8, Article III “Purchasing” of the Code of Ordinances, Jefferson County, Wisconsin is amended as set forth in the attached. Items to be removed are indicated with a strike-through and underlined provisions shown in red are additions to the ordinance.

SECTION 2: All ordinances or portions of ordinances inconsistent with the attached amendment are repealed and/or replaced.

SECTION 3: All provisions of Chapter 8, Article III not specifically modified herein remain in full force and effect.

SECTION 4: This amendment shall be effective upon passage and publication as provided by law.

Fiscal Note: The proposed changes to this Ordinance will align the County’s purchasing thresholds with that of the State of Wisconsin, while maintaining a fair and transparent process

that results in the best value for County taxpayers.

Strategic Plan Reference: YES



Transformative Government: Data driven budgets and policy management; Ensure compliance with cost-saving measures, such as equipment sharing policies

Referred By:
Finance Committee

08-10-2026

REVIEWED: Corporation Counsel: DHT; Finance Director: MAD

ARTICLE III. PURCHASING¹

Sec. 8-59. Short title.

This ordinance shall be known as the "Jefferson County Purchasing Ordinance".

(Ord. No. 2024-16, § 1, 12-13-2024)

Sec. 8-60. Purpose.

The purpose of this ordinance is to provide for the fair and equitable treatment of all persons involved in public purchasing by this county, to maximize the purchasing value of public funds, and to provide a framework of internal controls to achieve these objectives.

(Ord. No. 2024-16, § 2, 12-13-2024)

Sec. 8-61. Application.

- (a) This ordinance applies to the procurement of all goods and services by Jefferson County, whether professional or nonprofessional. It shall apply to every expenditure of public funds by Jefferson County for public purchasing regardless of the funding source, subject to the exceptions noted in this ordinance.
- (b) When the procurement involves purchase from another governmental entity ~~or~~ the expenditure of federal or state ~~assistance or contract~~ funds, the procurement shall be conducted in accordance with any applicable federal or state laws or regulations which are not reflected in this ordinance. When mandatory applicable state or federal laws or regulations are inconsistent with the provisions of this ordinance, compliance with such state or federal laws or regulations shall constitute compliance with this ordinance. Nothing in this ordinance shall prevent ~~the county~~~~any public agency~~ from complying with the terms and conditions of any grant, gift or bequest which are otherwise consistent with law.
- (c) The highway department shall not be governed by the provisions of this ordinance for purchases of repair parts and for repair work involving highway machinery or equipment, but the highway department shall comply with the provisions of § 59.52(29) and § 66.0901, Wis. Stats as required by law.
- (d) The county recognizes occasionally it may be in the best interest of the county to enter into contracts, leases or other agreements that have been bid, negotiated, or otherwise entered into in a manner which is not in strict conformity with the terms of this ordinance. Upon adoption or ratification of any such contract, lease, or other agreement by the county board or purchasing agent where applicable, any such nonconformity shall be deemed to have been waived by the county.

¹Editor's note(s)—Ord. No. 2024-16, §§ 1—13, adopted Dec. 13, 2024, repealed the former Art. III, §§ 8-59—8-70, and enacted a new Art. III as set out herein. The former Art. III pertained to similar subject matter and derived from Ord. No. 2018-05, §§ 2—13, adopted April 17, 2018.

(e) This ordinance shall not be construed to create a private right of action or enforcement against the county for any person seeking to do business with Jefferson County. Compliance with the terms of this ordinance shall rest solely with Jefferson County.

(f) Except as otherwise expressly provided, this ordinance does not apply to real estate transactions.

(Ord. No. 2024-16, § 3, 12-13-2024)

Sec. 8-62. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aggregate total cost means the reasonable expectation of how much a particular purchase will cost, or a series of purchases of the same or substantially similar goods or services made in a 12-month period to accomplish or in furtherance of a specific project or internal service provided by a department. For a contract with an expected life which will span multiple years, the aggregate total cost shall include the cost of all years of the contract.

Bid means the written or verbal commitment of a contractor or vendor to furnish goods or services, or a combination thereof, in specific quantities at a firm price.

Bidder means anyone who submits a bid in response to a request for bids or proposals.

Brand name specification means a specification limited to one or more items by manufacturers' names or catalogue numbers.

Brand name or equal specification means a specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard or quality, performance or other important characteristics needed to meet county requirements and which provides for the submission of equivalent products.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, limited liability company, joint venture or any other private legal entity.

Change order means a written order approved and issued by the purchasing agent, directing a business to make changes to a contract and project.

Confidential information means any information which is available to an [elected official or](#) employee only because of the [elected official or](#) employee's ~~relationship status as an employee of~~ [with](#) this county and is not a matter of public knowledge or is not available to the public on request.

Construction means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public ~~real~~ property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings, or real property.

Contract means all types of county agreements, regardless of what they may be called, for the procurement of supplies, services, or construction or any other agreement that legally binds the county.

Contract modification means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provision of any contract accomplished by mutual action of the parties to the contract.

Contractor means any person having a contract with a public agency of the county.

Cost data means factual information concerning the cost of labor, material, overhead and other cost elements which are expected to be incurred or which have actually been incurred by the contractor in performing the contract.

Cost reimbursement contract means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this ordinance and a fee or profit, if any.

Direct or indirect participation means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation or auditing or in any other advisory capacity.

Employee means an individual drawing a salary from the county, whether elected or not, and any noncompensated individual performing personal services for the county or any department, agency, commission, council, board, of any other entity established by the executive or legislative branch of this county.

Financial interest.

- (1) Ownership of any interests or involvement in any relationship from which or as a result of which a person within the past year has received, or is presently or in the future entitled to receive, any amount that is prohibited by county or state law;
- (2) Ownership of any property, or business; or
- (3) Holding a position in a business such as an officer, director, trustee, partner, employee or the like, or holding any position of management.

Gratuity means a payment, loan, subscription, advance, deposit of money, services or anything of value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate family means an individual's spouse and an individual's relative by marriage, lineal descent or adoption who receives, directly or indirectly, more than one-half of his or her support from the individual or from whom the individual receives, directly or indirectly, more than one-half of his or her support. a spouse, children, parents, brothers and sisters.

Lease means a contract for use of equipment or other supplies under which title will not pass to the county at any time.

Person means any person, individual, union, committee, club, other organization or group of individuals.

Procurement means buying, purchasing, renting, leasing or otherwise acquiring any supplies, materials, equipment, and contractual services. It also includes all functions and administrative procedures that pertain to obtaining the above, including solicitation of sources, selection, and preparation and award of contract.

Professional services means services rendered by independent contractors who are members of a recognized profession or possessing a unique or technical skill such as, but not limited to, doctors, lawyers, architects, engineers, accountants, etc. Such services are characterized by extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field.

Public agency means a public entity subject to or created by local ordinance.

Public work project means the construction, repair, remodeling, or improvement of any public work or building, or the furnishing of supplies or materials of any kind as defined by Wis. Stat. § 59.52(29), Public Work.

Purchase order means a written contract with a vendor or provider which formalizes the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule and terms of payment.

Qualified products list means an approved list of supplies, services or construction items described by model or catalogue numbers which, prior to competitive solicitation, the county has determined will meet the applicable specification requirements.

Request for bids means all documents, whether attached or incorporated by reference, utilized in a formal request to prospective vendors soliciting price quotations. The request contains the specifications or scope of work and contractual terms and conditions applicable to the procurement for which a bid is solicited.

Request for proposals means all documents, whether attached or incorporated by reference, utilized for soliciting proposals when exact specifications are unknown and when it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirements for a procurement or when other qualitative factors will be considered in the selection of a vendor in addition to price.

Responsible bidder or offeror means a person who has the capability in all respects to perform fully the contract requirements with the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive bidder means a person who has submitted a bid which conforms in all material respects to the request for bids.

Small purchases means any purchase not exceeding \$~~5025~~5,000.00 when made according to the small purchase procedures in this ordinance.

Specification means any description of the physical or functional characteristics, or the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction of an item for delivery.

(Ord. No. 2024-16, § 4, 12-13-2024)

Sec. 8-63. Purchasing agent.

- (a) *Appointment.* The purchasing agent shall be the county administrator or his or her designee.
- (b) *Authority and duties.* The purchasing agent shall serve as the principal public purchasing official for the county and shall be responsible for the procurement of supplies, services, equipment, and construction in accordance with this ordinance, as well as the management and disposal of supplies, materials and equipment. The purchasing agent shall purchase or supervise the purchase of all supplies, materials, equipment and construction needed by the county, shall sell, trade or otherwise dispose of supplies, materials, and equipment, and shall establish and maintain programs for the specification development, contract administration, and inspection and acceptance of supplies, services, materials and construction. The purchasing agent may establish operational procedures and administrative rules relating to the execution of the purchasing agent's duties to ensure compliance with the terms of this ordinance.

(Ord. No. 2024-16, § 5, 12-13-2024)

Sec. 8-64. Source selection and contract formation.

(a) Generally.

(1) Any act of procurement shall be conducted in such a manner as to obtain the best possible price, performance guarantee, service guarantee, quality and value.

(2) Any act of procurement shall comply with the Standard Terms & Conditions promulgated by the Corporation Counsel's office, unless otherwise approved by the County Administrator and Corporation Counsel.

(3) Contracts. All purchases procured under sections 8-64(b), (c), and (e), where purchases under subsection (e) do not meet the requirements of subsection (d), shall require a contract setting forth, at a minimum, the duties and responsibilities of all interested parties. The use of cost-plus-a-percentage-of-cost

or cost-plus-a-percentage-of-construction-cost contracts are prohibited. All contracts shall be entered into in the name of the county, executed by signature of the county administrator, and be approved as to content, form, and substance by the county's corporation counsel. The county clerk shall be the custodian of all contracts entered into by the county.

(ba) *Competitive sealed bidding.*

- (1) *Conditions for use.* Except as otherwise provided herein, a All contracts of this county with an estimated cost of \$50,000 or greater shall be awarded by competitive sealed bidding, ~~except as otherwise provided in subsections (b), (c), (d), (e), , , and (k) of this section.~~
- (2) *Proof of responsibility.* Proof of responsibility may be required of all bidders as set forth in ~~under~~ Wis. Stat. § 66.0901 ~~(2), (3) and (4).~~
- (3) *Request for bids.* A request for bids shall be issued and shall include specifications and all contractual terms applicable to the procurement.
- (4) *Notice.* Adequate Except as otherwise provided herein, notice of the request for bids shall be given no later than 14 calendar days a reasonable time prior to the date set forth therein for the opening of bids. ~~Notice shall be given no later than 14 calendar days prior to the bid opening.~~ Such notice shall, when required by State Statute, include publication in a newspaper of general circulation. The notice shall state the date, time, and place of the bid opening.
 - a. *Legal notice.* Any public works contract or procurement with an aggregate total cost greater than or equal to \$~~5025~~,000.00 shall be noticed by publication in a newspaper that is circulated within the county.
 - b. *Public notice.* Any ~~public works~~ contract or procurement with an aggregate total cost greater than or equal to \$~~5025~~,000.00 shall be noticed by publication on the county's website.
- (5) *Questions and clarifications.* The request for bids shall designate persons who may respond to questions or clarifications on the request. Solicitation of information from sources other than the designated individuals may result in rejection of bid. Any modification to the request shall be issued as an addendum to the request and posted on the Jefferson County website. ~~be made to all known responsible bidders.~~
- (6) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the request for bids. The amount of each bid and other such relevant information as the purchasing agent deems appropriate shall be recorded.
- (7) *Bid evaluation and acceptance.* Bids shall be evaluated based on the requirements set forth in the request for bids. The request for bids shall set forth the evaluation criteria to be used for selection. Nothing herein shall prevent the purchasing agent from standardizing property, inventory, supplies, and equipment if ~~by doing so~~ it is determined by the purchasing agent to be in the best interest of the county.
- (8) *Withdrawal or modification of bids.* Bids may be modified or withdrawn any time prior to the time of opening bids. No bid may be withdrawn or modified after the time of opening bids has passed, except as provided in Wis. Stat. §66.0901(5). ~~however, correction in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake was made, the nature of the mistake and the bid price actually intended. However, downward correction of a bid, which would displace the apparent low bidder, shall only be permitted if the error made and intended bid price can be determined solely from the bid documents.~~

- (9) *Rejection of bids.* The county reserves the right to reject any or all bids or parts thereof and to award to the bidder who, in the judgment of the county will best serve the county. Reasons for rejecting bids shall be documented and transmitted to the bidder with reasonable promptness.
- (10) *Award.* The contract shall be awarded with reasonable promptness by written notice to the responsible and responsive bidder whose bid provides the best value for the county. The county board of supervisors shall approve all awards, except that the county board of Supervisors may delegate this approval authority to a standing committee [or the County Administrator in accordance with this ordinance.](#)
- (11) *Request for qualifications.* The county may issue an invitation for potential bidders to submit qualifications, followed by a request to bid to those bidders whose qualifications have been determined to be acceptable.
- (12) *Specifications.*
- a. *Maximum practicable competition.* All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage free and open competition in satisfying the county's needs and shall not be unduly restrictive. ~~The ordinance enunciated in T~~his section applies to all specifications including, but not limited to, those prepared for the County by architects, engineers, designers and draftsmen.
 - b. *Qualified products list.* A qualified products list may be maintained by the purchasing agent.
 - c. *Brand name or equal specification.*
 - 1. *Use.* Brand name or equal specifications may be used when the purchasing agent determines that:
 - (i) No other design or equal specification or qualified products list is available;
 - (ii) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (iii) The nature of the product or the nature of the county's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - (iv) Use of a brand name or specification is in the county's best interest.
 - 2. *Designation of several brand names.* Brand name or equal specifications shall seek to designate three or as many different brands as are practicable as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
 - 3. *Required characteristics.* Unless the purchasing agent determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry, he or she shall provide a description of the required design, function, or performance characteristics.
 - 4. *Nonrestrictive use of brand name or equal specifications.* Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics and is not intended to limit or restrict competition.
 - d. *Brand name specification.*
 - 1. *Use.* Since use of a brand name specification is restrictive of product competition, it may be used only when the purchasing agent makes a determination that only the identified brand

name item or items will satisfy the county's needs. The purchasing agent must be prepared to substantiate the basis for the selection of the chosen material.

2. *Competition.* The purchasing agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under section 8-64(~~ed~~)(1).

(~~cb~~) *Competitive sealed proposals.*

- (1) *Conditions for use.* When the purchasing agent determines that the use of competitive sealed bidding is either not practicable or not advantageous to the county, a contract may be entered into by use of the competitive sealed proposals method described herein.
- (2) *Request for proposals.* Proposals shall be solicited through a request for proposals.
- (3) *Notice.* Adequate notice of the request for proposals shall be given in the same manner as provided in subsection (~~ba~~)(4) of this section, provided the minimum lead time shall be 14 calendar days.
- (4) *Receipt of proposals.* No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.
- (5) *Evaluation factors.* The request for proposals shall set forth the evaluation factors to be used with the county reserving the right to accept or reject proposals if deemed in the best interest of the county.
- (6) *Questions and clarifications.* The request for proposals shall designate persons who may respond to questions or clarifications on the request. Solicitation of information from sources other than the designated individuals may result in rejection of proposals. Any modification to the proposals shall be issued as an addendum to the request for proposals and be made to all known responsible offerors.
- (7) *Award.* Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the county taking into consideration past performance, price and evaluation factors set forth in the request for proposals.

(~~de~~) *Small purchases.* Any purchase with an aggregate total cost less than \$~~5025~~,000.00 may be made in accordance with small purchase procedures, however, purchases shall not be artificially divided so as to constitute a small purchase under this section.

- (1) Purchases less than \$5,000.00 do not require a quote, bid, requisition, or purchase order. These purchases shall be acquired through a method of solicitation determined by the purchasing agent or his or her designee acting in the best interests of the public.
- (2) Purchases between \$5,000.00 and \$~~5025~~,000.00 shall be approved through a requisition process by the purchasing agent or his or her designee. Once a requisition is approved by the purchasing agent, a purchase order shall be generated as evidence of approval for the purchase. Except as otherwise provided for by subsection (~~ed~~) of this section, written quotations from at least three vendors, if available, shall be required for all purchases between \$5,000.00 and \$~~5025~~,000.00. The name of the vendor and date and amount of quotation shall be recorded and maintained as a public record. If a purchase qualifies as a public works project, the requirements of (~~lk~~)(1) below shall be followed.

(~~ed~~) *Special purchases.* The competitive procurement process as set forth above is not required in the following circumstances:

- (1) *Sole source procurement.* A contract may be awarded without competition when the purchasing agent determines in writing, after conducting a good faith review of the available sources, that there is only one source for the required supply, service or construction item and when allowed by law.
- (2) *Emergency procurements.* In the event of an emergency, the purchasing agent may make or authorize others to make emergency procurements, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. Circumstances warranting an emergency procurement include but are limited to: situations threatening public health or safety, where immediate repairs are required to county property to protect or prevent against further loss or damage, where immediate action is needed to prevent or minimize disruption to county services, where immediate action is required to ensure integrity of county records, or where immediate action is necessary to avoid a lapse or loss of grant funding. A written determination of the basis for the emergency and for the selection of the vendor or contractor shall be included in the contract file and forwarded to the purchasing agent. The purchasing agent shall report any non-budgeted purchases greater than \$105,000.00 made under this section to the committee having jurisdiction over the purchase as soon as practicable after the purchase is complete.
- (3) *Cooperative and group purchasing.* Where feasible, the purchasing agent may elect to forgo competitive bidding by the county in favor of participating in a cooperative purchase with other units of government. In order to forgo these requirements, the sponsoring agency must be able to demonstrate that it has performed the due diligence necessary to satisfy the requirements of this ordinance and have a current contract in place with the selected contractor. Purchases may be made directly from approved vendors on contracts which have been previously competitively bid and approved by the State of Wisconsin without being competitively bid by the county. The county may also purchase from any other governmental entity without the need for bids per Wis. Stat. §66.0131(2), as may be amended from time to time. The purchasing agent will retain documentation evidencing these requirements have been met as a public record.
- (4) *Regular and routine vehicle equipment, maintenance, and repair.* Departments that purchase supplies and equipment for regular and routine vehicle outfitting, maintenance and repair shall ensure that they are purchasing those supplies, equipment, and labor so as to achieve the lowest reasonable price given the availability, location, frequency of purchase, or other relevant factors. In order to ensure that the departments are obtaining the lowest reasonable price, departments shall periodically review the price of frequently purchased good or materials from multiple sources.
- (5) *Impracticality.* The purchasing agent may waive the competitive process requirements and negotiate with vendors directly for professional services that are not conducive to competition, for goods with specific requirements or need for compatibility, software, for pre-owned goods, or when the competitive process is otherwise determined to be impractical or not advantageous to the county. The purchasing agent shall require department heads to provide written justification for the need to waive the competitive process prior to purchase.
- (6) *Employee related benefits and insurance coverage.* Contracts for employee benefits and any county insurance coverages shall not be subject to the provisions of this ordinance. However, these contracts shall be regularly reviewed with the appropriate standing committee. The purchasing agent, with review and approval of the appropriate standing committee, shall be authorized to renew contracts for employee benefits and insurance coverages without a procurement process if it is determined to be in the best interest of the county.
- (7) *Fair Park contracts.* The purchasing agent may negotiate and authorize contracts regarding Fair Park activities for amounts up to \$100,000.00 provided that the contracted activities are approved in the annual budget adopted by the county board of supervisors. All contracts shall be approved by the county's corporation counsel or his or her designee, and signed by the county administrator. The county clerk shall be the custodian of all contracts entered into by the county.

- (8) *Service contracts, human services department.* The human services department shall purchase services in accordance with the procedures set forth in Wis. Stat. § 46.036. The human services department shall circulate rules and procedures governing purchases of service for the human services department and shall submit such procedures to the human services board for approval. Purchase of care and service contracts that are subject to regulation under Wis. Stat. §§ 46.036 and 49.34 may be executed by the director of the human services department. The human services department shall submit all contracts to corporation counsel for review and approval prior to entering into contracts.

(fe) *Highway department.*

- (1) The highway commissioner is authorized to make purchases directly related to highway construction in accordance with § 83.015(2)(b) Wis. Stats.
- (2) *Maintenance and construction commodities.* Where feasible, annual written quotes will be solicited for road construction and maintenance related commodities such as asphalt, asphaltic emulsions, gravel, concrete, and other aggregate materials. Vendors providing quotes will provide a not-to-exceed price per unit for the upcoming year to be approved by the county board. The purchasing agent may authorize the selection of any vendor that provides the best value for the county based on the circumstances of the individual project provided that the basis for the authorization is documented and that documentation is retained in the county's authorized retention system.
- (3) *Subcontractors.* Where feasible, the highway department will seek quotes for labor and equipment rates annually. Prospective vendors will provide not-to-exceed rates for labor and equipment for the upcoming year to be approved by the county board. The purchasing agent may authorize the selection of any vendor that provides the best value for the county based on the circumstances of the individual project provided that the basis for the authorization is documented and that documentation is retained in the county's authorized retention system.
- (4) The highway commissioner, with the approval of the highway committee, is authorized to enter into contracts with cities, villages, and towns within Jefferson County to enable the county to construct or maintain streets and highways within those municipalities. Maintenance shall include the furnishing of any road supplies and equipment to such municipalities.

~~(f) *Contracts*[DT1]. All purchases procured under sections 8-64(a), (b), and (d), where purchases under subsection (d) do not meet the requirements of subsection (c), shall require a contract setting forth, at a minimum, the duties and responsibilities of all interested parties. The use of cost-plus-a-percentage-of-cost or cost-plus-a-percentage-of-construction-cost contracts are prohibited. All contracts shall be entered into in the name of the county, executed by signature of the county administrator, and be approved as to content, form, and substance by the county's corporation counsel. The county clerk shall be the custodian of all contracts entered into by the county.~~

- (g) *Lease or rental contracts.* A lease or rental agreement may be entered into provided it is determined to be in the best interest of the county, and all conditions for renewal and costs of termination are set forth in the lease. Where the county has an option to lease, rent, or purchase an item, a written analysis will be prepared supporting the county's decision to lease, rent, or purchase. Lease or rental agreements shall follow the procurement requirements of this section.
- (h) *Changes to contracts.* If during the term of a contract, any party wishes to change the contract terms, the changes must be agreed to in writing and signed by all interested parties. The purchasing agent shall approve all contract changes on behalf of the county. Once all changes are approved in writing by all parties, the purchasing agent shall approve a change order to be processed for any purchase that exceeds the lesser of \$500.00 or ten percent of the original purchase order. Changes to contracts that affect the county budget shall cause adjustments to the county budget in accordance with the county's Budget Adjustment Request Policy.

- (i) *Environmentally preferable purchasing policy.* County purchasing procedure shall include review of proposed purchases in light of the guidelines set forth in the environmentally preferable purchasing policy approved by the solid waste and air quality committee. Department heads, the county administrator and committees shall, when fiscally feasible, consider purchases that are in accord with such policy. Consideration of environmentally preferable factors may be a reason to accept other than the low bid for a particular product or project not required by law to be let to the lowest bidder.
- (j) *Contracts with no funds involved.* Any contract which does not require the expenditure of county funds, but which creates legally binding obligations for one year or less on the part of the county, shall not be executed until approved by the purchasing agent. Such contracts exceeding one year, shall be approved by majority vote of the county board of supervisors.
- (k) *Renewal of contracts.*
 - (1) Except as provided for in subsection (2) contracts for procurement may be bid for a duration not in excess of three years where costs for years after the first year are specified or are established on a percentage basis over the first year. The finance committee, on a case-by-case basis, can authorize contracts in excess of three years.
 - (2) Contracts for employee benefits and insurance coverages shall not be subject to the provisions of subsection (1) above, however these contracts shall be reviewed with the appropriate standing committees on an annual basis. The purchasing agent with approval from the standing committees shall be authorized to renew contracts for employee benefits and insurance coverages annually without a procurement process if it is determined to be in the best interest of the county.
- (l) *Public works contracts.*
 - (1) If the estimated cost of any public work is between \$105,000.00 and \$5025,000.00, the department ~~or agency~~ head that is initiating the contract ~~shall inform the purchasing agent and the agent~~ shall give a Class 1 notice under chapter 985 before contracting for the work or shall contract with a person qualified as a bidder under § 66.0901(2), Wis. Stats. ~~The county administrator shall establish written criteria concerning contracts, payment and performance bonds for public work projects between \$10,000.00 and \$100,000.00, in accordance with § 779.14(1)(d), Wis. Stats.~~
 - (2) As provided in § 59.52(29), Wis. Stats., all public work, including ing any contract for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind where the estimated cost of such work will exceed \$5025,000.00 shall be let by contract to the lowest responsible bidder via the sealed competitive bid process, provided such bid complies with the specifications. The contract shall be let and entered into pursuant to § 66.0901, Wis. Stats., except the board may, by a three-fourths vote of all the members entitled to a seat, provide that any class of public work or any part thereof may be done directly by the county without submitting the same for bids.
 - (3) The County shall require payment and performance bonds for public work projects in accordance with § 779.14(1m)(d), Wis. Stats.
- (m) *Revenue contracts.* Provided that revenue is approved by the county board of supervisors in the county's annual budget, county department heads may authorize contracts for the provision of county services, including fee for service and grant contracts, or receipt of contributions or donations for a designated purpose, of up to \$105,000.00 annually. Contracts more than \$105,000.00 and less than \$5025,000.00 annually may be approved by the purchasing agent. Contracts more than \$5025,000.00 annually shall be approved by the board of supervisors.
- (n) *Competition.*

- (1) The county will not place unreasonable requirements on firms in order for them to qualify to do business.
- (2) The county will not require unnecessary experience or excessive bonding.
- (3) The county will not engage in noncompetitive pricing practices between firms or between affiliated companies.
- (4) The county will not engage in noncompetitive contracts to consultants that are on a retainer basis.
- (5) The county will not specify only a "brand name" product instead of allowing a "brand name or equal to" product for reasons of contracting with a specific vendor.
- (6) The county will not impose geographical preferences in its selection of contractors except where required by federal law, or where contractors require certain state licenses.

(Ord. No. 2024-16, § 6, 12-13-2024)

Sec. 8-65. Debarment or suspension.

The county will not select any contractor that is suspended or debarred from doing business with any federal agency. The purchasing agent will search the system for award management website (SAM), or any other federally endorsed website to determine eligibility for contract award prior to recommending the award.

The county may also maintain a list of contractors that it chooses to suspend or debar. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the purchasing agent, after consulting with the appropriate county boards, committees and commissions and corporation counsel, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three years. The purchasing agent is authorized a person for award of contracts if there is probable cause to believe that the person engagement in any activity which might lead to debarment. The causes for debarment include:

- (1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract.
- (2) Conviction under state and federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the purchasing agent to be so serious as to justify debarment action:
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of contractor shall not be considered basis for debarment.
- (5) Any other cause the purchasing agent determines to be so serious and compelling as to affect responsibility as a county contractor.
- (6) For violation of the county's ordinance on ethics.

(Ord. No. 2024-16, § 7, 12-13-2024)

Sec. 8-66. Ethics in public contracting.

- (a) *Criminal penalties.* To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of state criminal law, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this section. Criminal, civil, and administrative sanctions ~~against employees or nonemployees~~ which are in existence on the effective date of this subchapter shall not be impaired.
- (b) *Elected official and employee conflict of interest.* In accordance with the county's ordinance on ethics, any elected official or ~~appointed~~ employee of the county shall not participate directly or indirectly in a procurement when:
 - (1) The elected official, employee, or any member of the ~~ir employee's~~ immediate family has a financial interest pertaining to the procurement; or
 - (2) Any other person, business or organization with whom the elected official, employee, or any member of the ~~ir employee's~~ immediate family is negotiating or has an arrangement concerning prospective employment, ~~is~~ is involved in the procurement.
- (c) *Gratuities and kickbacks.*
 - (1) *Gratuities.* In accordance with the county's ordinance on ethics, an elected official or employee may not solicit, demand, ~~or~~ accept gratuities, favors or anything of monetary value from contractors or parties to contracts, except items of nominal value as permitted under the County's Ethics ordinance., ~~or agree to accept from another person a gratuity greater than \$25.00 of value or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement in a contract or subcontract, or to any solicitation or proposal therefor.~~
 - (2) *Kickbacks.* Contractors shall certify compliance with anti-kickback, ethics, and non-collusion requirements. It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (d) *Contingent fees.* It shall be unethical for a person or to retain a person, to solicit or secure a county contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (e) *Contemporaneous employment.* It shall be unethical for any employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the county.
- (f) *Use or disclosure of privileged information.* In accordance with the county's ordinance on ethics, it shall be unethical for any employee or elected official to use or disclose privileged information for actual or anticipated gain of the employee or any member of the employee's immediate family.
- (g) *Personal purchases.* Elected officials and employees are prohibited from purchasing items for personal use.
- (h) *Sanctions.*
 - (1) *Employees.* The county board in the case of the county administrator or the county administrator in the case of county employees may impose sanctions on employees for violation of the ethical standards in

this section up to and including termination, and further may seek additional damages or criminal prosecution if warranted.

- (2) *Nonemployees.* The county board may impose sanctions on any nonemployee for violations of the ethical standards herein, up to and including termination of contract and/or debarment or suspension as provided in section 8-65 herein, and further may seek additional damages or criminal prosecution if warranted.

(Ord. No. 2024-16, § 8, 12-13-2024)

Sec. 8-67. Record retention.

The county will maintain records sufficient to document the history of each procurement. Retention of any bid documents, proposals, specifications, responses to requests for bids or proposals, contracts, requisitions, purchase orders, quotations written or verbal, invoices for payment, and any documentation supporting the aforementioned documents and documented approval of any of these items shall be retained according to the county's designated county records retention system and in accordance with the county's records retention schedule.

(Ord. No. 2024-16, § 9, 12-13-2024)

Sec. 8-68. Individual charge accounts.

The county shall favor the use of procurement or credit cards over the use of individual vendor charge accounts.

(Ord. No. 2024-16, § 10, 12-13-2024)

Sec. 8-69. Unauthorized purchases.

Any county purchases which do not adhere to this ordinance may be considered void. The individual responsible for the purchase may be held personally liable for the cost of the purchase.

(Ord. No. 2024-16, § 11, 12-13-2024)

Sec. 8-70. Sale of surplus property.

When personal property owned by the County of Jefferson no longer serves any useful purpose in the department in which it is located, the purchasing agent shall first determine whether any other county department or agency needs such property. In the event such property can no longer be used by any department or agency of the county, the purchasing agent shall determine if such property should be offered for sale and sell such property if sale is determined to be appropriate. If the purchasing agent determines that the property has no resale value or that the resale value may be less than the costs associated with selling the property, the purchasing agent may authorize that the property be properly disposed of as trash, refuse or recycled material. The purchasing agent shall determine a method of sale or disposition for each item. Sale proceeds, net of related sales costs, shall be deposited by the authorized selling employee, with the county treasurer, in the fund through which the original purchase was made. In regard to surplus property originally acquired through state or federal grants, due diligence shall be required to determine whether those net sale proceeds must be returned to the state or federal government.

(Ord. No. 2024-16, § 12, 12-13-2024)

Sec. 8-71. Abandoned or unclaimed property.

Pursuant to § 66.0139, Wis. Stats., property which has been abandoned or remains unclaimed in the possession of any county officer or employee for 30 days after such officer or employee took possession is deemed abandoned property and is subject to disposal. The purchasing agent shall determine whether disposal is to be by public sale or other commercially reasonable means. If such abandoned property is not saleable it shall be disposed of as trash, refuse or recycled material in any reasonable manner. Where disposal is by any means other than public sale, the purchasing agent shall maintain a record of the following facts for two years after disposal:

- (1) Inventory of property.
- (2) Date of disposal.
- (3) Method of disposal.
- (4) Price received, if any.
- (5) The name and [address](#)~~job assignment~~ of the person who took possession of the property.

The cost of keeping and selling such property shall be charged against any resulting moneys. Any remaining amounts shall become the property of the county and shall be deposited with the county treasurer in the general fund of the county. For surplus property originally acquired through state or federal grants, due diligence shall be required to determine whether those net sale proceeds must be returned to the state or federal government.

(Ord. No. 2024-16, § 13, 12-13-2024)

Secs. 8-72—8-98. Reserved.

RESOLUTION NO. 2026-__

Creating a Full-Time Quality Assurance Specialist Position for the Human Services Department and amending the 2026 budget

Executive Summary

The Human Services Director recommends the creation of one full-time equivalent (FTE) Quality Assurance (QA) Specialist position in the Economic Support Division, to be added to the Classification Listing in the 2026 Adopted Budget. Legislation enacted under H.R. 1, known as the One Big Beautiful Bill Act, altered state accountability for Supplemental Nutrition Assistance Program (SNAP) administration, otherwise known as FoodShare, by shifting financial and administrative costs to states based on payment error rates. States with error rates over six percent will be required to pay as much as fifteen percent of benefit costs depending on the actual error rate, effective October 1, 2027, ending the historical 100% federal funding model for these benefits.

In response to this federal legislation, the Wisconsin legislature approved State funding for SNAP administrative and staff costs to hire additional SNAP quality control staff at the state and county level to review cases in an effort to achieve and maintain a payment error rate under six percent. As a part of the Southern Consortium that delivers public benefits such as SNAP, Jefferson County Human Services seeks to create one of the five fully funded QA reviewers for the Southern Consortium.

This resolution creates a full-time Quality Assurance Specialist position and amends the Human Services Department's 2026 budget accordingly. The Human Resources Committee and the Finance Committee both considered this resolution at their meetings on July 21, 2026, and August 4, 2026, respectively. Both committees recommended forwarding this resolution to the County Board for approval.

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

WHEREAS, the creation and funding of the Quality Assurance position will strengthen the Human Services Economic Support Division while contributing to the local and statewide effort to maintain an error rate less than six percent toward the elimination of subsequent Federal fiscal penalties, and

WHEREAS, the Human Services Department provides public benefits including SNAP, to nearly 7,000 residents a month under Wisconsin Statute §49.79 which mandates the state administration of SNAP, and

WHEREAS, Human Services adopting this Quality Assurance position is consistent with our historical role as a leader in cutting edge programming.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby amends the 2026 Human Services budget to create a full-time Quality Assurance Specialist in Human Services, with all related wage/benefit and account adjustments made within the adopted 2026 budget, without increasing the tax levy, effective upon adoption.

Fiscal Note: The Quality Assurance position is fully funded by the Department of Health Services. The position is anticipated to be cost-neutral with no increase to the County tax levy. Currently, no budget exists for this position. Passage of this resolution authorizes the County Finance Director to make the necessary budget adjustments to enact this resolution. This is a budget amendment. County Board approval requires a two-thirds vote of the entire membership of the County Board (20 votes of the 30-member County Board).

Strategic Plan Reference: None

Referred By:
Human Resources Committee

08-10-2026

REVIEWED: Corporation Counsel: DHT ; Finance Director: MAD

**JEFFERSON COUNTY
BUDGET ADJUSTMENT OR AMENDMENT REQUEST**

<u>Adjustment</u>	<u>Description</u>	<u>Approval Level</u>
☐ Level 1	Adjustments of operating appropriations up to \$4,999 from one account to another <u>within</u> the department's budget	Department Head
☐ Level 2 ☐ a.	Adjustments of operating appropriations over \$5,000 and up from one account to another <u>within</u> the department's budget.	Administrator
☐ b.	Substitution of capital items or adjustment of operating to capital appropriations up to \$24,999 from one account to another <u>within</u> the department's budget.	Administrator
☐ c.	Transfers between departments within a budgetary function of up to \$24,999.	Administrator
☐ Level 3	Amendments of operating or capital appropriations needing additional funding from contingency funds from that are under 10% of the funds originally appropriated for an individual department.	Finance Committee
☒ Level 4 ☐ a.	Amendments of operating or capital appropriations needing additional funding from contingency funds from that are over 10% of the funds originally appropriated for an individual department.	County Board
☒ b.	New programs in a department that were not originally budgeted through increase in expenses with offsetting increase in revenue for that program. (i.e. grant funding or donations)	County Board
☐ c.	Substitution of capital items or adjustment of operating to capital appropriations over \$25,000 from one account to another <u>within</u> the department's budget.	County Board
☐ d.	Amendments of operating or capital appropriations needing funding from general fund balance.	County Board

Increase	Decrease	Org	Object	Proj	Account Title	Amount
☒	☐	66693051	511210	65055	Wages-Regular	23,982.50
☒	☐	66693051	512141	65055	Social Security	1,632.56
☒	☐	66693051	512142	65055	Retirement (Employer)	1,678.00
☒	☐	66693051	512144	65055	Health Insurance	9,790.20
☒	☐	66693051	512145	65055	Life Insurance	5.00
☒	☐	66693051	512173	65055	Dental Insurance	460.00
☒	☐	66693051	543954	65055	Overhead Allocation	4,200.00
☒	☐	66693051	531303	65055	Computer Equipment	1,300.00
☒	☐	66693051	427010	65055	Consortium Revenue	(43,048.26)
☐	☐					
☐	☐					
☐	☐					
☐	☐					
☐	☐					
☐	☐					
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☐	☐					
☐	☐					

Description of Adjustment:

Federal legislation outlines State accountability for the FoodShare program. The Wisconsin Legislature approved funding for quality control positions at the State and County level in an effort to meet the federal requirements. Human Services would like to add a fully-funded quality control position for the Food Share program.

Department Head Signature _____ Date _____

County Administrator Signature _____ Date _____

- 1) Salaries and Fringes are not included as operating above, any changes to salaries and fringes must be discussed with the County Administrator.
- 2) The County Administrator shall make the determination if the budget adjustment needs to go to the County Board.
- 3) Any items \$5,000 and above must be capitalized.

REPORT
TO THE HONORABLE MEMBERS OF THE JEFFERSON COUNTY
BOARD OF SUPERVISORS

The Jefferson County Planning and Zoning Committee, having considered petitions to amend the official zoning map of Jefferson County, filed for public hearing held on July 16, 2026, as required by law pursuant to Wisconsin Statutes, notice thereof having been given, and being duly advised of the wishes of the town boards and persons in the areas affected, hereby makes the following recommendations. The Committee has reviewed and considered the facts presented in the application and received in public hearing and finds that the criteria listed in Wis. Stat. 91.48 and Jefferson County Zoning Ordinance Section 22-56(b) have been met for the below listed petitions. The Committee further finds that the petitions are consistent with the Jefferson County Comprehensive Plan and Farmland Preservation Plan.

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

APPROVAL OF PETITIONS

R4693A-25, R4694A-26, R4695A-26 and R4696A-26
& R4697T-26

DATED THIS ELEVENTH DAY OF AUGUST 2026

George Jaeckel, Secretary

THE PRIOR MONTH'S AMENDMENTS

R4686A-25, R4687A-26, R4688A-26, R4689A-26, R4690A-26, R4691A-26
and R4692A-26

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

ORDINANCE NO. 2026-_____

Amending Official Zoning Map

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the official zoning map of Jefferson County, and

WHEREAS, Petitions R4693A-25, R4694A-26, R4695A-26 and R4696A-26 were referred to the Jefferson County Planning and Zoning Committee for public hearing on July 16, 2026, and

WHEREAS, at its meeting on July 27, 2026, the Planning and Zoning Committee considered the request to amend the Official Zoning Map of Jefferson County after conducting a public hearing regarding the requested amendment, and after receiving a recommendation from the affected Town, hereby make the following recommendation to the Board of Supervisors in open session, and

WHEREAS, the Planning and Zoning Committee has found that the criteria and standards set forth in s. 91.48 of the Wisconsin Statutes and ss. 22-56(b) of the Jefferson County Zoning Ordinance for rezoning out of an A-1 Exclusive Agricultural zone have been met and the petitions are consistent with the Jefferson County Comprehensive Plan and Farmland Preservation Plan as identified in the Decision of the Planning and Zoning Committee, and

WHEREAS, consistent with the recommendations of the Planning & Zoning Committee, the Board of Supervisors finds, where applicable, the standards set forth in s. 91.48 of the Wisconsin Statutes and ss. 22-56(b) of the Jefferson County Zoning Ordinance for rezoning out of an A-1 Exclusive Agricultural zone are met by the proposed amendment to the official zoning map, and

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

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

All are in accordance with ss. 22-339 – 22-350 of the Jefferson County Zoning Ordinance

Rezone 1.3484-acre from A-1 to A-3 around the existing house at **N8697 Hustisford Road** in Town of Ixonia, PIN 012-0816-1831-000 (37.0 ac). This is in accordance with ss. 22-339 – 22.350 of the Jefferson County Zoning Ordinance. Rezoning is conditional upon receipt of and recording of the final certified survey map, access approval of maintaining authority, and a new fire number to be assigned to the house. R4693A-26 – Mehrabi Family Trust

Rezone from A-1 to A-3 PIN 014-0614-1311-001 (.590-ac) owned by Lyle Vogel Trust and PIN 014-0614-1311-002 (.510-ac) to combine to create in total an approximate 1.1-acre residential lot at **W4927 Vogel Road** in Town of Jefferson. This is in accordance with ss. 22-339 – 22.350 of the Jefferson County Zoning Ordinance. Rezoning is conditional upon receipt of and recording of the

final certified survey map and extraterritorial plat review. R4694A-26 – Christopher Gang

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

All are in accordance with ss. 22-277 – 22-285 of the Jefferson County Zoning Ordinance

Rezone 1.0-acre from A-2 to A-1 to remove the existing A-2 zone at **N8697 Hustisford Road** in Town of Ixonia, PIN 012-0816-1831-000 (37.0 ac). Rezoning is conditional upon receipt of and recording of the final certified survey map. This is in accordance with ss. 22-277 – 22.285 of the Jefferson County Zoning Ordinance. R4695A-26 – Mehrabi Family Trust

**FROM A-2, AGRICULTURAL & RURAL BUSINESS TO A-3,
AGRICULTURAL/RURAL RESIDENTIAL**

All are in accordance with ss. 22-339 – 22-350 of the Jefferson County Zoning Ordinance

Rezone 1.621-acres from A-2 to A-3 to create a residential lot around existing house on PIN 006-0716-0832-002 and move the northern lot line to combine with the existing A-3 lot line from PIN 006-0716-0832-000 at **W2054 Church Drive** in Town of Concord. Parcels are owned by Andrew & Cassandra Woods. Rezoning is conditional upon receipt of and recording of the final certified survey map and access approval of maintaining authority. This is in accordance with ss. 22-339 – 22.350 of the Jefferson County Zoning Ordinance R4696A-26 – Andrew Woods

The above zoning amendments shall be null and void and have no effect one year from the date of County Board approval unless all applicable conditions have been completed.

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

Referred By:
Planning and Zoning Committee

08-10-2026

REVIEWED: Corporation Counsel: DHT; Finance Director: _MAD

ORDINANCE NO. 2026-_____

Amending the Jefferson County Zoning Ordinance to Create Section 22.86 - Moratorium on Data Center Siting or Placement Within Jefferson County's Zoning Jurisdiction

Executive Summary

On June 29, 2026, the Jefferson County Planning and Zoning Committee discussed the topic of data centers, as these projects are beginning to occur throughout the State of Wisconsin. The Committee expressed a desire to be proactive on this issue and discussed the potential benefits of adopting an 18-month moratorium on the siting or placement of data centers within the County's zoning jurisdiction, which includes the towns. Several counties in Wisconsin have already adopted similar moratoriums with many more working towards adopting one. Popular concerns regarding data centers include health and safety issues such as the depletion and pollution of freshwater supplies, overloading inadequate utility infrastructure, increased energy demand, potential fire hazards, increasing the burden of emergency response, impact on property values, noise pollution, and aesthetics.

Data Centers are not specifically defined or regulated within the Jefferson County Zoning Ordinance. This moratorium is designed to provide the Jefferson County Planning and Development Department and the County Board with sufficient time to research and draft an ordinance that effectively regulates data centers with respect to their location, construction, and operation.

A Class 2 noticed public hearing was held on the proposed amendment on July 16, 2026. The Planning and Zoning Committee reviewed the proposed ordinance amendment on July 27, 2026, and recommended forwarding this ordinance to the County Board of Supervisors for adoption of an 18-month moratorium on the receipt of applications for and the granting of all zoning-related permits for the placement or construction of data centers.

WHEREAS, a "Data Center" is a facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or networking equipment, systems, servers, and other associated components related to digital data operations. The facility may utilize environmental control equipment to maintain the conditions for the operation of electronic equipment; and

WHEREAS, the Jefferson County Board of Supervisors finds there are potential health and safety concerns related to the construction and operation of data centers, including overburdening public services and infrastructure, and potential impacts on the general welfare of residents; and

WHEREAS, Jefferson County did not contemplate the potential impacts of Data Centers when developing and revising its current zoning regulations and such use is not consistent with Jefferson County's existing land use plans; and

WHEREAS, the purpose of this moratorium is to allow Jefferson County time to fully research and analyze the environmental, economic, health and safety aspects of data center and to develop reasonable zoning regulations to be applied to data centers consistent with the Jefferson County's land use plans; and

WHEREAS, the Planning & Zoning Committee conducted a public hearing on July 16, 2026, and after careful consideration and review, recommends the Jefferson County Board of Supervisors amend the zoning code to enact an 18-month moratorium on the siting or placement of data centers within Jefferson County's zoning jurisdiction.

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

Section 1. Section 22-86 of the Jefferson County Code of Ordinances is amended to include the following:

(1) For the purpose of this s. 22-86, "Data Center" is defined as a facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or networking equipment, systems, servers, and other associated components related to digital data operations and that may utilize environmental control equipment to maintain the conditions for the operation of electronic equipment. Supporting equipment typically includes dedicated cooling systems, power infrastructure and generation, and on-site security measures. Data Center does not include computer or telecommunications-related equipment that is secondary and incidental to an otherwise permitted use on the property, such as servers associated with manufacturing or an office building.

(2) Pursuant to Wis. Stat. §59.69(4), Jefferson County enacts the following moratorium: Notwithstanding any other provision in Chapter 22, there shall be a moratorium on the receipt of applications for and the granting of all zoning-related permits for the placement or construction of Data Centers, including rezone petitions, conditional use permits, and other approvals, for a period of eighteen (18) months. During this moratorium, Jefferson County shall research the possible impacts of Data Centers and establish zoning and regulatory standards to be applied to Data Centers in Jefferson County.

Section 2. This ordinance shall be effective upon passage and publication as provided by law and shall remain in effect for a period of 18 months from the date of enactment, or until such time as it is rescinded or replaced with substantive data center regulations, by action of the County Board of Supervisors, whichever is earlier. The County Board of Supervisors reserves the right to extend the moratorium by separate action if deemed necessary.

Section 3. The moratorium enacted herein is not intended to be and does not constitute a "development moratorium" as defined in Wis. Stat. §66.1002(1)(b).

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

Strategic Plan Reference: None

Referred By:
Planning & Zoning Committee

08-10-2026

REVIEWED: Corporation Counsel: DHT ; Finance Director: MAD

APPOINTMENTS BY THE COUNTY ADMINISTRATOR

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

- a. Francine Gies, Melissa Drageer, Sandi Budewitz, and Kalya Loeber to the Aging & Disability Resource Center (ADRC) Advisory Committee for a 3- year term ending August 1, 2029
- b. Greg Froehle to the Zoning Board of Adjustment to fill a vacancy for an unexpired term ending July 1, 2028.

AYES _____ NOES _____ ABSTAIN _____ ABSENT _____

APPOINTMENTS BY THE COUNTY BOARD CHAIR

I, Steve Nass, Chair of the County Board of Supervisors, Jefferson County, Wisconsin as the appointing authority for the standing committees, hereby appoint the following:

- a. Rori Eilenfeldt, to the Fair Park Committee to serve as an at-large member. Term expires April 18, 2028