

AGENDA

JEFFERSON COUNTY BOARD MEETING

February 10, 2015 7:00 p.m.

Jefferson County Courthouse
311 S. Center Avenue, Room 205
Jefferson, WI 53549

***REVISED 02-06-2015**

1. **CALL TO ORDER**
 2. **ROLL CALL BY COUNTY CLERK**
 3. **PLEDGE OF ALLEGIANCE**
 4. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**
 5. **APPROVAL OF THE AGENDA**
 6. **SPECIAL ORDER OF BUSINESS**
 - a. Update on Explanation of Regional Cooperation – Genevieve Borich, Economic Development Director
 7. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report – December (Page 1)
 - b. Treasurer's Monthly Report – January (Addendum to Agenda)
 - c. Resignation – James Schroeder from the Solid Waste/Air Quality Committee (Page 2)
 - d. Zoning Committee Notice of Public Hearing, February 19, 2015 (Page 3-4)
 - e. ***Retirement Recognitions**
 8. **PUBLIC COMMENT** (Agenda Items)
 9. **ANNUAL REPORTS**
 - a. Community Dental Clinic – Barb Morrison Gudgeon, Clinic Director
 - b. Literacy Council – Lynn Forseth, Executive Director
 - c. Rock River Free Clinic – ***Jeff Mason, Vice-Chair, Rock River Free Clinic Board**
 - d. UW Extension Education – Steve Grabow, Community Development Educator
 - e. 2014 Committee Meeting Payments (Page 5-18)
- COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
10. **FAIR PARK COMMITTEE**
 - a. Resolution 2014-57 – Exclusive Fair Park signage agreement (Page 19-26)
 11. **HUMAN RESOURCES COMMITTEE**
 - a. Ordinance – Amend the Personnel Ordinance to comply with changes to the Health Insurance Portability and Accountability Act (HIPAA) (Page 27-28)
 12. **PARKS COMMITTEE**
 - a. Resolution – Authorize application for Outdoor Recreation Aids Grant (Page 29)
 - b. Resolution – Authorizing a Licensing Agreement between Wisconsin Electric Power Company doing business as WE Energies and Jefferson County for the purpose of constructing a segment of the Interurban Trail from Watertown to Oconomowoc (Page 30-45)

13. **PLANNING & ZONING COMMITTEE**
 - a. Report – Approval of Petitions (Page 46)
 - b. Ordinance – Amend Zoning Ordinance (Page 47-48)
14. **APPOINTMENTS BY COUNTY ADMINISTRATOR**
 - a. William Gaugert, Sullivan, WI to the Sheriff's Civil Service Commission for a 5-year term ending January 1, 2020 (Page 49)
 - b. Kevin Purcell, Town of Koshkonong, WI to the Sheriff's Civil Service Commission for a 5-year term ending January 1, 2020 (Page 49)
 - c. Jill Nadeau, Watertown, WI to the Mid WI Federated Library Systems Board for a 3-year term ending January 1, 2018 (Page 49)
15. **APPOINTMENT BY COUNTY BOARD CHAIR**
 - a. Laura Payne, Cambridge, WI to the Solid Waste and Air Quality Committee to fill an unexpired term ending April 19, 2016 (Page 50)
 - b. *Adam Bols, Farmco-Servco FS, Jefferson to the Local Emergency Planning Committee (LEPC) for an indeterminate term (Addendum to Agenda)
 - c. *Nicol Haberman, Emergency Management, to the Local Emergency Planning Committee (LEPC) for an indeterminate term (Addendum to Agenda)
 - d. *Stephanie Gander, American Red Cross, to the Local Emergency Planning Committee (LEPC) for an indeterminate term (Addendum to Agenda)
16. **PUBLIC COMMENT** (General)
17. **ANNOUNCEMENTS**
 - a. Update: Task Force on County Government Organization & Operations
18. **ADJOURN**

NEXT COUNTY BOARD MEETING

MARCH 10, 2015 7:00 P.M. ROOM 205

**GENERAL FINANCIAL CONDITION
JEFFERSON COUNTY WISCONSIN
January 1, 2015**

Available Cash on Hand		
December 1, 2014	\$	(161,742.64)
December Receipts	\$	<u>8,432,862.51</u>
 Total Cash	 \$	 8,271,119.87
Disbursements		
General - December 2014	\$	6,241,891.84
Payroll - December 2014	\$	<u>1,371,430.73</u>
 Total Disbursements	 \$	 <u>7,613,322.57</u>
 Total Available Cash	 \$	 657,797.30
 Cash on Hand (in bank) Jan.1, 2015	 \$	 852,409.70
Less Outstanding Checks	\$	<u>194,612.40</u>
 Total Available Cash	 \$	 657,797.30
 Local Government Investment Pool - General	 \$	 15,579,233.99
Institutional Capital Management	\$	16,176,007.40
Local Government Investment Pool -Clerk of Courts	\$	25,947.32
Local Government Investment Pool -Farmland Preservation	\$	227,748.53
Local Government Investment Pool -Parks/Liddle	\$	81,519.85
Local Government Investment Pool -Highway Bond	\$	<u>3,684,757.57</u>
	\$	35,775,214.66
 2014 Interest - Super N.O.W. Account	 \$	 1,335.69
2014 Interest - L.G.I.P. - General Funds	\$	20,594.19
2014 Interest - ICM	\$	178,907.05
2014 Interest - L.G.I.P. - Parks /Carol Liddle Fund	\$	74.44
2014 Interest - L.G.I.P. - Farmland Preservation	\$	198.85
2014 Interest - L.G.I.P. - Clerk of Courts	\$	22.22
2014 Interest - L.G.I.P. - Highway Bond	\$	<u>3,487.81</u>
Total 2014 Interest	\$	204,620.25

JOHN E. JENSEN
JEFFERSON COUNTY TREASURER

Item 7c

Tammie Jaeger

From: James Schroeder
Sent: Thursday, December 04, 2014 8:12 PM
To: Tammie Jaeger
Cc: Donald Reese; Barb Frank; Laura Payne; Benjamin Wehmeier; Rob Klotz
Subject: Solid Waste and Air Quality Appointment

Tammie, I resign from, and appoint Laura Payne to, the Solid Waste and Air Quality Committee. The next meeting of the committee is scheduled in March, so it's not necessary to include this appointment on the next board agenda if that would slow notice of the agenda to members and public. Thanks.

Jim Schroeder
County Board Chair
920-674-5129

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

Steve Nass, Chair; Greg David, Vice-Chair; Don Reese, Secretary; Amy Rinard; George Jaeckel

SUBJECT: Map Amendments to the Jefferson County Zoning Ordinance and Requests for Conditional Use Permits

DATE: Thursday, February 19, 2015

TIME: 7:00 p.m. (*Courthouse doors will open at 6:30*)

PLACE: Room 205, Jefferson County Courthouse, 311 S. Center Ave., Jefferson, WI

1. **Call to Order**
2. **Roll Call**
3. **Certification of Compliance with Open Meetings Law Requirements**
4. **Review of Agenda**
5. **Explanation of Process by Committee Chair**
6. **Public Hearing**

NOTICE IS HEREBY GIVEN that the Jefferson County Planning and Zoning Committee will conduct a public hearing at 7 p.m. on Thursday, February 19, 2015, in Room 205 of the Jefferson County Courthouse, Jefferson, Wisconsin. A hearing will be given to anyone interested in the proposals. **PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.** Matters to be heard are petitions to amend the official zoning map of Jefferson County and applications for conditional use permits. A map of the properties affected may be obtained from the Zoning Department. Individual files are available for viewing between the hours of 8 a.m. and 4:30 p.m., Monday through Friday, excepting holidays. If you have questions regarding these matters, please contact Zoning at 920-674-7131.

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

R3784A-15 & CU1811-15 – Steve Smith/Richard Smith & Jessica Duncan Property: Rezone 5.3 acres of PIN 026-0616-3413-000 (28.542 Acres) with conditional use to allow for storage of landscaping and grading equipment at **W1062 CTH CI** in the Town of Sullivan.

FROM A-1, EXCLUSIVE AGRICULTURAL TO A-2, AGRICULTURAL AND RURAL BUSINESS AND N, NATURAL RESOURCES

R3785A-15 & R3786A-15 – Mark Hildebrand/Mark Hildebrand & Paul Redenius Property: Rezone 14 acres of PIN 004-0515-1821-001 (15 Acres) from A-1 to A-2 and

N. This will negate the approval for R3731A-14 which requested a Natural Resource zone over the entire 14 acres. The site is on **Heyse Drive** in the Town of Cold Spring.

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

R3787A-15 – Dennis Stilling: Rezone to create a 2.5-acre farm consolidation lot at **N5315 Harvey Road** in the Town of Aztalan from PIN 002-0714-3044-000 (40 Acres).

R3788A-15 – Kutz Farms LLC: Rezone to create a 2-acre lot around the home at **W5140 East Rapids Rd** and a 1.2-ac vacant lot adjacent to it. The sites are part of PIN 014-0614-1334-000 (31.9 Acres) and are in the Town of Jefferson.

R3789A-15 – Bennett Brantmeier/Edward & Caroline Soleska Property: Create a 1.2-acre building site on PIN 014-0615-0611-002 (21.457 Acres) on **Christberg Rd** in the Town of Jefferson.

R3790A-15 & CU1812-15 – Derek Kramer/Derek Kramer, Joseph Kelly Jr & Karen Kelly Properties: Rezone PIN 006-0716-2044-001 (1.875 Acres) owned by Joseph Kelly Jr & Karen Kelly from A-1 to A-3. Rezone 2 acres of PINs 006-0716-2041-002 (19 Acres) and 006-0716-2044-000 (36.125 Acres) owned by Derek Kramer from A-1 to A-3 to add it to adjoining properties at **N5806 and N5794 Pioneer Drive**. Grant a conditional use for Joseph Kelly to allow a home occupation welding shop at **N5816 Pioneer Drive** on land currently owned by Kramer, all in the Town of Concord.

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

R3791A-15 – Derek Kramer: Rezone PIN 006-0716-2044-002 (2 Acres) and negate the approval granted to Zoning Amendment R2451A-02 for a rural residential zone on **Pioneer Drive** in the Town of Concord.

R3792A-15 – William Gaugert: Rezone 0.56 acre from PINs 026-0616-1442-003 (1.97 Acres) and 026-0616-1442-004 (1.175 Acres) to reconfigure A-3 lots created by Zoning Amendment R3116A-06. The site is near **Herr Road** in the Town of Sullivan.

CONDITIONAL USE PERMIT APPLICATION

CU1813-15 – Ronald & Sylvia Essex: Conditional use to allow a kennel for up to twelve dogs at **N6136 CTH D** on PIN 008-0715-1444-000 (2.001 Acres). This Town of Farmington property is zoned A-1, Exclusive Agricultural.

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

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

County Board Per Diem Cost

Year	Cost			Total
	Salary	Meeting Fees	Other Expenses	
2011	25,658	101,010	23,170	149,838
2012	25,548	96,625	21,935	144,108
2013	25,575	105,555	22,482	153,612
2014	25,438	92,105	21,527	139,070

2014
Jefferson County Committee Meetings

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
BABCOCK, PAUL						
	3 ADMIN & RULES/ICC		165.00	20.16	185.16	
	14 COUNTY BOARD	660.00	770.00	94.08	1,524.08	
	1 ECONOMIC DEVELOPMENT CON		55.00	6.72	61.72	
	1 EDUCATION SESSION		55.00	6.72	61.72	
	3 FAIR COMMITTEE		165.00	20.16	185.16	
	1 HOME CONSORTIUM		55.00	0.00	55.00	
	7 HUMAN RESOURCES COMMITTE		385.00	47.04	432.04	
	3 LAW ENF/EM MGMT COMM		165.00	20.16	185.16	
	6 UW EXTENSION EDUC COMM		330.00	40.32	370.32	
						3,060.36
BORLAND, GLEN						
	13 COUNTY BOARD	660.00	715.00	87.36	1,462.36	
	7 ECONOMIC DEVELOPMENT CON		385.00	47.04	432.04	
	2 HIGHWAY COMMITTEE		110.00	13.44	123.44	
	3 PARKS COMMITTEE		165.00	20.16	185.16	
	9 UW EXTENSION EDUC COMM		495.00	60.48	555.48	
						2,758.48
BRAUGHLER, JAMES						
	11 ADMIN & RULES/ICC		605.00	197.12	802.12	
	14 COUNTY BOARD	660.00	770.00	179.20	1,609.20	
	3 EDUCATION SESSION		165.00	83.65	248.65	
	16 FINANCE COMMITTEE		880.00	286.72	1,166.72	
	14 HUMAN RESOURCES COMMITTE		795.00	197.12	992.12	
	6 INTER-COUNTY COORD COMM		355.00	17.92	372.92	
	2 MILEAGE DONATION			0.00	0.00	
	4 SEMINAR/CONVENTION		270.00	89.60	359.60	
						5,551.33

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
BUCHANAN, RONALD						
15	COUNTY BOARD	660.00	825.00	232.96	1,717.96	
3	FAIR COMMITTEE		165.00	53.76	218.76	
12	HIGHWAY COMMITTEE		660.00	215.04	875.04	
8	HOME CONSORTIUM		440.00	0.00	440.00	
2	H-SEM/CONV		160.00	47.04	207.04	
1	JOINT MEETING HY/INFRAS		55.00	0.00	55.00	
1	SEMINAR/CONVENTION		55.00	44.24	99.24	
1	VETERANS SERVICE COMM		55.00	17.92	72.92	
						3,685.96
CHRISTENSEN, WALT						
4	COMM ACTION COALITION		220.00	142.24	362.24	
14	COUNTY BOARD	660.00	770.00	196.00	1,626.00	
8	FARMLAND CONSERV EASEMEN		440.00	112.00	552.00	
9	HIGHWAY COMMITTEE		495.00	126.00	621.00	
1	H-SEM/CONV		55.00	0.00	55.00	
1	JOINT MEETING HY/INFRAS		55.00	0.00	55.00	
10	LAKE RIPLEY MGMT DIST		550.00	155.68	705.68	
2	LAND & WATER CONSERVATION		110.00	28.00	138.00	
9	PARKS COMMITTEE		495.00	126.00	621.00	
2	UTILITY TAX CO		110.00	82.88	192.88	
						4,928.80
COUNSELL, ALFRED C						
12	COUNTY BOARD	660.00	660.00	215.04	1,535.04	
4	ECONOMIC DEVELOPMENT CON		245.00	71.68	316.68	
8	FAIR COMMITTEE		440.00	143.36	583.36	
2	FAIR WEEK		110.00	35.84	145.84	
11	HIGHWAY COMMITTEE		605.00	197.12	802.12	
1	H-SEM/CONV		80.00	0.00	80.00	
8	LAW ENF/EM MGMT COMM		440.00	143.36	583.36	
						4,046.40

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
DAVID, GREG						
	13 COUNTY BOARD	660.00	715.00	203.84	1,578.84	
	1 EDUCATION SESSION		55.00	14.56	69.56	
	11 HUMAN RESOURCES COMMITTEE		605.00	172.48	777.48	
	8 INFRASTRUCTURE		440.00	109.76	549.76	
	1 JOINT MEETING HY/INFRASTR		55.00	15.68	70.68	
	32 PLANNING & ZONING COMM		1,760.00	501.76	2,261.76	
	3 SOLID WASTE/AIR QUALITY		165.00	47.04	212.04	
						5,520.12
EDWARDS, CALLIE						
	2 COUNTY BOARD	82.50	110.00	26.88	219.38	
						219.38
FOELKER, MATTHEW J						
	12 COUNTY BOARD	660.00	660.00	134.40	1,454.40	
	1 EDUCATION SESSION		55.00	11.20	66.20	
	13 FAIR COMMITTEE		715.00	145.60	860.60	
	5 FAIR WEEK		275.00	56.00	331.00	
	10 LAND & WATER CONSERVATION		550.00	112.00	662.00	
	6 PARKS COMMITTEE		330.00	67.20	397.20	
	4 UW EXTENSION EDUC COMM		220.00	44.80	264.80	
						4,036.20
HANNEMAN, JENNIFER						
	8 ADMIN & RULES/ICC		440.00	0.00	440.00	
	13 COUNTY BOARD	660.00	715.00	29.12	1,404.12	
	10 FAIR COMMITTEE		550.00	0.00	550.00	
	3 FAIR WEEK		240.00	0.00	240.00	
	15 FINANCE COMMITTEE		825.00	33.60	858.60	
	1 HOME CONSORTIUM		55.00	0.00	55.00	
	1 MEET WITH ADMINISTRATOR		55.00	0.00	55.00	
	4 UW EXTENSION EDUC COMM		220.00	0.00	220.00	
						3,822.72
HARTZ, PETER						
	7 COUNTY BOARD	467.50	385.00	54.88	907.38	
	7 LAND & WATER CONSERVATION		385.00	54.88	439.88	
	5 UW EXTENSION EDUC COMM		275.00	39.20	314.20	
						1,661.46

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
JAECKEL, GEORGE						
13	COUNTY BOARD	660.00	715.00	65.52	1,440.52	
1	EDUCATION SESSION		55.00	5.60	60.60	
12	HIGHWAY COMMITTEE		660.00	65.52	725.52	
1	JOINT MEETING HY/INFRASTR		55.00	0.00	55.00	
3	LAW ENF/EM MGMT COMM		165.00	15.12	180.12	
32	PLANNING & ZONING COMM		1,760.00	161.28	1,921.28	
						4,383.04
JONES, RICHARD C						
14	COUNTY BOARD	660.00	770.00	313.60	1,743.60	
16	FINANCE COMMITTEE		880.00	358.40	1,238.40	
12	HUMAN SERVICES BOARD		660.00	268.80	928.80	
10	INFRASTRUCTURE		550.00	224.00	774.00	
1	JOINT MEETING HY/INFRASTR		55.00	22.40	77.40	
1	MILEAGE DONATION			0.00	0.00	
1	PER DIEM DONATION			0.00	0.00	
						4,762.20
KANNARD, JOHN						
15	COUNTY BOARD	660.00	825.00	268.80	1,753.80	
8	HOME CONSORTIUM		440.00	0.00	440.00	
8	INFRASTRUCTURE		440.00	125.44	565.44	
1	JOINT MEETING HY/INFRASTR		55.00	17.92	72.92	
3	SEMINAR/CONVENTION		165.00	175.42	340.42	
4	SOLID WASTE/AIR QUALITY		220.00	71.68	291.68	
						3,464.26
KELLY, MICHAEL K						
13	COUNTY BOARD	660.00	715.00	116.48	1,491.48	
11	INFRASTRUCTURE		605.00	89.60	694.60	
1	JOINT MEETING HY/INFRASTR		55.00	8.96	63.96	
12	PARKS COMMITTEE		660.00	80.64	740.64	
4	UW EXTENSION EDUC COMM		220.00	35.84	255.84	
						3,246.52

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
KUTZ, RUSSELL K						
15	COUNTY BOARD	660.00	825.00	25.20	1,510.20	
10	FAIR COMMITTEE		550.00	16.80	566.80	
5	FAIR WEEK		300.00	8.40	308.40	
5	HOME CONSORTIUM		275.00	0.00	275.00	
8	HUMAN SERVICES BOARD		440.00	1.68	441.68	
11	INFRASTRUCTURE		605.00	13.44	618.44	
1	JOINT MEETING HY/INFRASTR		55.00	1.68	56.68	
9	MILEAGE DONATION			0.00	0.00	
						3,777.20
LUND, KIRK						
3	COMM ACTION COALITION		165.00	97.44	262.44	
10	COUNTY BOARD	467.50	550.00	100.80	1,118.30	
5	LAW ENF/EM MGMT COMM		275.00	42.56	317.56	
1	SEMINAR/CONVENTION		80.00	0.00	80.00	
6	SOLID WASTE/AIR QUALITY		330.00	75.04	405.04	
						2,183.34
MODE, JIM						
3	ADMIN & RULES/ICC		165.00	16.80	181.80	
8	AGING & DIS RESOURCE CENT			44.80	44.80	
13	COUNTY BOARD	660.00	715.00	72.80	1,447.80	
5	ECONOMIC DEVELOPMENT CON		275.00	47.04	322.04	
3	EDUCATION SESSION		165.00	92.40	257.40	
5	FINANCE COMMITTEE		275.00	28.00	303.00	
7	HUMAN RESOURCES COMMITTE		385.00	39.20	424.20	
26	HUMAN SERVICES BOARD		1,430.00	1,915.20	3,345.20	
3	SEMINAR/CONVENTION		165.00	114.80	279.80	
						6,606.04
MORRIS, DWAYNE						
10	COUNTY BOARD	660.00	550.00	179.20	1,389.20	
2	JEFFERSON CO LIBRARY CNCL		110.00	45.92	155.92	
8	LAW ENF/EM MGMT COMM		440.00	143.36	583.36	
						2,128.48

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
MORSE, EDWIN W						
13	COUNTY BOARD	660.00	715.00	123.76	1,498.76	
5	COUNTY BOARD OF HEALTH		275.00	47.60	322.60	
7	LAND & WATER CONSERVATION		385.00	66.64	451.64	
3	LAW ENF/EM MGMT COMM		165.00	28.56	193.56	
4	PARKS COMMITTEE		220.00	38.08	258.08	
5	UW EXTENSION EDUC COMM		275.00	47.60	322.60	
						3,047.24
NASS, STEVEN						
7	ADMIN & RULES/ICC		385.00	94.08	479.08	
13	COUNTY BOARD	660.00	715.00	174.72	1,549.72	
1	EDUCATION SESSION		55.00	6.16	61.16	
10	FARMLAND CONSERV EASEMEN		550.00	120.96	670.96	
1	LAND INFORMATION COUNCIL		55.00	13.44	68.44	
3	PARKS COMMITTEE		165.00	40.32	205.32	
32	PLANNING & ZONING COMM		1,760.00	430.08	2,190.08	
						5,224.76
PAYNE, LAURA						
11	COUNTY BOARD	467.50	605.00	117.04	1,189.54	
9	PARKS COMMITTEE		495.00	95.76	590.76	
1	SEMINAR/CONVENTION		80.00	45.36	125.36	
4	WI RIVER RAIL TRANSIT COM		220.00	47.60	267.60	
						2,173.26
POULSON, BLANE						
1	BLUE SPRING LAKE MGT DIS		55.00	1.12	56.12	
12	COUNTY BOARD	660.00	660.00	228.48	1,548.48	
1	EDUCATION SESSION		80.00	19.04	99.04	
12	FAIR COMMITTEE		660.00	228.48	888.48	
5	FAIR WEEK		400.00	95.20	495.20	
6	FARMLAND CONSERV EASEMEN		330.00	114.24	444.24	
11	FINANCE COMMITTEE		605.00	209.44	814.44	
3	HIGHWAY COMMITTEE		165.00	57.12	222.12	
1	LOWER SPRING LAKE PROJECT		55.00	0.56	55.56	
						4,623.68

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
REESE, DONALD						
14	COUNTY BOARD	660.00	770.00	188.16	1,618.16	
1	EDUCATION SESSION		55.00	13.44	68.44	
3	INFRASTRUCTURE		165.00	40.32	205.32	
35	PLANNING & ZONING COMM		1,925.00	470.40	2,395.40	
11	SOLID WASTE/AIR QUALITY		605.00	147.84	752.84	
						5,040.16
RINARD, AMY R						
8	ADMIN & RULES/ICC		440.00	215.04	655.04	
13	COUNTY BOARD	660.00	715.00	349.44	1,724.44	
1	EDUCATION SESSION		55.00	26.88	81.88	
3	FARMLAND CONSERV EASEMEN		165.00	53.76	218.76	
7	LAW ENF/EM MGMT COMM		385.00	188.16	573.16	
34	PLANNING & ZONING COMM		1,870.00	913.92	2,783.92	
1	SEMINAR/CONVENTION		55.00	116.48	171.48	
						6,208.68
SCHROEDER, JAMES R						
8	ADMIN & RULES/ICC		440.00	0.00	440.00	
14	COUNTY BOARD	4,840.00	770.00	0.00	5,610.00	
5	ECONOMIC DEVELOPMENT CON		300.00	0.00	300.00	
8	EDUCATION SESSION		440.00	0.00	440.00	
1	FAIR COMMITTEE		55.00	0.00	55.00	
10	FINANCE COMMITTEE		550.00	0.00	550.00	
1	HIGHWAY COMMITTEE		55.00	0.00	55.00	
1	HOME CONSORTIUM		55.00	0.00	55.00	
6	HUMAN RESOURCES COMMITTE		330.00	0.00	330.00	
2	HUMAN SERVICES BOARD		110.00	0.00	110.00	
3	INFRASTRUCTURE		165.00	0.00	165.00	
6	INTER-COUNTY COORD COMM		330.00	77.28	407.28	
1	JOINT MEETING HY/INFRAS		55.00	0.00	55.00	
1	LAND & WATER CONSERVATION		55.00	0.00	55.00	
2	LAW ENF/EM MGMT COMM		110.00	0.00	110.00	
5	MEET W/ LOCAL GOVT/ASSOC		275.00	8.40	283.40	
6	MEET WITH ADMINISTRATOR		330.00	0.00	330.00	
15	PER DIEM DONATION			0.00	0.00	
2	SECURITY & FACILITIES		110.00	0.00	110.00	
5	SOLID WASTE/AIR QUALITY		275.00	15.68	290.68	
1	WAUK CO VTAE DIST BOARD		55.00	37.52	92.52	
						9,843.88

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
SCHULTZ, RICHARD R						
14	COUNTY BOARD	660.00	770.00	109.76	1,539.76	
6	COUNTY BOARD OF HEALTH		330.00	47.04	377.04	
1	EDUCATION SESSION		55.00	7.84	62.84	
6	HOME CONSORTIUM		330.00	0.00	330.00	
4	HUMAN RESOURCES COMMITTEE		220.00	31.36	251.36	
3	INFRASTRUCTURE		165.00	23.52	188.52	
1	UW EXTENSION EDUC COMM		55.00	7.84	62.84	
						2,812.36
TIETZ, RICHARD A						
14	COUNTY BOARD	660.00	770.00	197.12	1,627.12	
12	ECONOMIC DEVELOPMENT CON		685.00	71.68	756.68	
1	EDUCATION SESSION		55.00	14.56	69.56	
12	HUMAN SERVICES BOARD		660.00	215.04	875.04	
1	MILEAGE DONATION			0.00	0.00	
17	PARKS COMMITTEE		935.00	275.52	1,210.52	
5	WI RIVER RAIL TRANSIT COM		275.00	163.52	438.52	
						4,977.44
WINEKE, MICHAEL						
11	COUNTY BOARD	467.50	605.00	184.80	1,257.30	
7	HUMAN RESOURCES COMMITTEE		385.00	117.60	502.60	
8	LAW ENF/EM MGMT COMM		440.00	134.40	574.40	
						2,334.30
ZENTNER, CARLTON						
9	COUNTY BOARD	660.00	495.00	0.00	1,155.00	
8	HIGHWAY COMMITTEE		440.00	53.76	493.76	
1	H-SEM/CONV		55.00	0.00	55.00	
7	LAND & WATER CONSERVATION		385.00	47.04	432.04	
2	PER DIEM DONATION			0.00	0.00	
5	SOLID WASTE/AIR QUALITY		275.00	33.60	308.60	
						2,444.40
	County Board Members' Totals	1437	22,632.50	77,440.00	18,499.95	118,572.45
AGER, LINDA						
3	JEFFERSON CO LIBRARY CNCL		165.00	22.96	187.96	
0	PER DIEM DONATION			0.00	0.00	
						187.96
ANFANG, FRANK						
10	LAND & WATER CONSERVATION		550.00	100.80	650.80	
						650.80

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
BATTENBERG, CAROL						
	8 AGING & DIS RESOURCE CENT			89.60	89.60	89.60
BRANTMEIER, BENNETT						
	6 SHERIFF'S CIVIL SERVICE		330.00	53.76	383.76	383.76
BREGANT, SARAH K						
	3 COUNTY BOARD	192.50	165.00	40.32	397.82	881.38
	2 LAND & WATER CONSERVATION		110.00	29.12	139.12	
	1 LOWER SPRING LAKE PROJECT		55.00	11.20	66.20	
	4 UW EXTENSION EDUC COMM		220.00	58.24	278.24	
BURLINGHAM, MARGARET						
	1 EDUCATION SESSION		55.00	20.72	75.72	908.64
	11 FARMLAND CONSERV EASEMEN		605.00	227.92	832.92	
CARROLL, DONALD						
	9 ZONING/BD OF ADJ		545.00	222.54	767.54	767.54
CLISH, MICHAEL						
	1 VETERANS SERVICE COMM		55.00	0.00	55.00	55.00
DELZER, DONALD						
	1 EDUCATION SESSION		55.00	8.40	63.40	317.00
	4 TRAFFIC SAFETY COMMISSION		220.00	33.60	253.60	
FINN, TIMOTHY						
	1 VETERANS SERVICE COMM		55.00	10.64	65.64	65.64
FROELICH, LEIGH						
	2 JEFFERSON CO LIBRARY CNCL		110.00	16.80	126.80	126.80
GAUGERT, WILLIAM						
	5 SHERIFF'S CIVIL SERVICE		275.00	39.20	314.20	314.20
GERBIG, JANET						
	0 NUTRITION			58.24	58.24	58.24

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
HADLER, MARIAH						
	11 FARMLAND CONSERV EASEMEN		605.00	36.96	641.96	
HARTWICK, SUE						
	0 JEFFERSON CO LIBRARY CNCL			0.00	0.00	
	1 MILEAGE DONATION			0.00	0.00	
	2 PER DIEM DONATION			0.00	0.00	
HINZMANN, DONNA						
	3 TRAFFIC SAFETY COMMISSION		165.00	0.00	165.00	
HOEFT, JANET SAYRE						
	1 EDUCATION SESSION		55.00	5.04	60.04	
	3 JEFFERSON CO LIBRARY CNCL		165.00	36.40	201.40	
	9 ZONING/BD OF ADJ		545.00	114.00	659.00	
HYNEK, PAUL						
	1 ZONING/BD OF ADJ		55.00	14.30	69.30	
KANNENBERG, RITA						
	0 NUTRITION			24.64	24.64	
KRAUSE, DAN						
	7 AGING & DIS RESOURCE CENT			43.12	43.12	
KUTZ, RONALD						
	4 TRAFFIC SAFETY COMMISSION		220.00	8.96	228.96	
LARSON, JOANNE						
	1 LAND INFORMATION COUNCIL		55.00	8.96	63.96	
LAUDENSLAGER, RODNEY						
	4 SHERIFF'S CIVIL SERVICE		220.00	76.16	296.16	
MC KENZIE, JOHN						
	4 COUNTY BOARD OF HEALTH		220.00	31.36	251.36	
	9 HUMAN SERVICES BOARD		495.00	70.56	565.56	
	2 SEMINAR/CONVENTION		110.00	106.40	216.40	
						1,033.32

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
MERRITT, JULIE						
	5 HUMAN SERVICES BOARD		275.00	89.60	364.60	
	3 SEMINAR/CONVENTION		165.00	89.60	254.60	
						619.20
MOLINARO, JOHN						
	3 ADMIN & RULES/ICC		165.00	0.00	165.00	
	3 COUNTY BOARD	1,925.00	165.00	0.00	2,090.00	
	2 COUNTY BOARD OF HEALTH		110.00	0.00	110.00	
	4 ECONOMIC DEVELOPMENT CON		245.00	0.00	245.00	
	11 EDUCATION SESSION		605.00	104.16	709.16	
	3 FAIR COMMITTEE		165.00	0.00	165.00	
	3 FARMLAND CONSERV EASEMEN		165.00	0.00	165.00	
	5 FINANCE COMMITTEE		275.00	0.00	275.00	
	2 HIGHWAY COMMITTEE		110.00	0.00	110.00	
	6 HUMAN RESOURCES COMMITTE		355.00	0.00	355.00	
	4 HUMAN SERVICES BOARD		220.00	0.00	220.00	
	3 INFRASTRUCTURE		165.00	0.00	165.00	
	1 INTER-COUNTY COORD COMM		55.00	0.00	55.00	
	2 LAND & WATER CONSERVATION		110.00	0.00	110.00	
	3 LAW ENF/EM MGMT COMM		165.00	0.00	165.00	
	4 PARKS COMMITTEE		220.00	0.00	220.00	
	3 PLANNING & ZONING COMM		165.00	0.00	165.00	
	2 SOLID WASTE/AIR QUALITY		110.00	0.00	110.00	
	4 UW EXTENSION EDUC COMM		220.00	0.00	220.00	
	1 WAUK CO VTAE DIST BOARD		55.00	39.20	94.20	
						5,913.36
MORTENSEN, GEORGANNE						
	6 AGING & DIS RESOURCE CENT			137.76	137.76	
						137.76
NEUPERT, JOHN						
	2 SHERIFF'S CIVIL SERVICE		110.00	22.40	132.40	
	1 TRAFFIC SAFETY COMMISSION		55.00	11.20	66.20	
						198.60
PANTELY, EMILY						
	0 NUTRITION			31.36	31.36	
						31.36

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
ROGERS, PAMELA						
	2 COUNTY BOARD	192.50	110.00	19.04	321.54	
	3 HUMAN RESOURCES COMMITTEE		165.00	28.56	193.56	
	2 HUMAN SERVICES BOARD		110.00	19.04	129.04	
	2 LAW ENF/EM MGMT COMM		110.00	19.04	129.04	
						773.18
SANDERS, DEAN						
	3 JEFFERSON CO LIBRARY CNCL		165.00	45.92	210.92	
						210.92
SCHULTZ, JAMES						
	10 HUMAN SERVICES BOARD		550.00	168.00	718.00	
	1 SEMINAR/CONVENTION		55.00	87.92	142.92	
						860.92
SPANGLER, CHRISTINE						
	6 SHERIFF'S CIVIL SERVICE		330.00	67.20	397.20	
						397.20
STOFFEL, ELIZABETH						
	1 JEFFERSON CO LIBRARY CNCL		55.00	12.32	67.32	
						67.32
TORRES, GREGORY M						
	3 COUNTY BOARD	192.50	165.00	21.84	379.34	
	3 FAIR COMMITTEE		165.00	17.92	182.92	
	3 SOLID WASTE/AIR QUALITY		165.00	21.84	186.84	
						749.10
VANCE, KATHERINE						
	6 COUNTY BOARD	302.50	330.00	80.64	713.14	
	3 SOLID WASTE/AIR QUALITY		165.00	40.32	205.32	
	3 UW EXTENSION EDUC COMM		165.00	40.32	205.32	
						1,123.78
WEIS, DALE						
	6 ZONING/BD OF ADJ		355.00	101.15	456.15	
						456.15
WIESMANN, MARIE						
	5 COUNTY BOARD OF HEALTH		275.00	33.60	308.60	
						308.60
WILLIAMS, DONALD						
	4 COUNTY BOARD OF HEALTH		220.00	26.88	246.88	
						246.88

* Other Expense include mileage, parking, meals and registration fees

<u>Name</u>	<u>Committee</u>	<u>Salary</u>	<u>Meeting Fees</u>	<u>Other Expenses</u>	<u>Total</u>	<u>Grand Total</u>
ZASTROW, LLOYD						
1	ZONING/BD OF ADJ		80.00	29.12	109.12	109.12
Non Board Members' Totals		287	2,805.00	14,665.00	3,026.87	20,496.87
Grand Totals		1724	25,437.50	92,105.00	21,526.82	139,069.32

* Other Expense include mileage, parking, meals and registration fees

RESOLUTION NO. 2014-57

Exclusive Fair Park signage agreement

Executive Summary

The Jefferson County Fair Park solicited bids for a 3-year exclusive signage marketing partnership agreement with a fermented malt beverage distributor. The bid from Miller/Ott Schweitzer Distributors, Inc. is being recommended for acceptance. This agreement is substantially the same agreement as the previous 3-year partnership agreement from 2012 to 2014. The exact cost/benefit to the County by entering into this agreement can only be estimated because it is not possible to determine the increased fair attendance and resulting increased revenue generated as a result of this partnership agreement.

WHEREAS, the Fair Park Director published a request for proposals and advertised the opportunity for a Fair Park signage agreement for fermented malt beverage products, and

WHEREAS, Miller/Ott Schweitzer Distributors, Inc. has offered \$25,000 per year for a three-year contract on the terms and conditions set forth in the proposed agreement attached hereto, and

WHEREAS, the Fair Park Director and Fair Park Committee recommend entering into a signage agreement with Miller/Ott Schweitzer Distributors, Inc. on the terms and conditions proposed,

NOW, THEREFORE, BE IT RESOLVED that the Fair Park Director is authorized to execute a contract with Miller/Ott Schweitzer Distributors, Inc. in the amount of \$75,000 for an exclusive three-year signage agreement.




Fiscal Note: The County will receive \$25,000 per year for 3 years, which was the same as the 2012-2014 agreement with Miller/Ott Schweitzer Distributors, Inc. There is an estimated \$105,000 in revenue generated per year from this sponsorship agreement from fermented malt beverage sales and direct vendor payments. This amount does not include additional revenue generated from increased fair attendance.

NOTE: Resolution No. 2014-57 was introduced at the December 9, 2014, County Board meeting and referred back to the Fair Park Committee that met on January 15, 2015. The Fair Park Committee made the underlined changes to the resolution and inserted an informational sheet for the County Board entitled "Tasks/Obligations of the Jefferson County Fair Park: Approximate Costs to Jefferson County".

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by
Fair Park Committee

David Dieslter: 11-26-14; J. Blair Ward: 12-04-14; Amy Listle: 01-19-15

APPROVED: Administrator ; Corp. Counsel ; Finance Director 

02-10-15

**Tasks / Obligations of the Jefferson County Fair Park:
Approximate Costs to Jefferson County**

- One day use of the Activity Center or other facility space, once yearly, for; employee party, customer appreciation, employee recruiting, or by a designated Ott Schweitzer Dist., Inc. (OSD) non-profit partner. (Includes basic facility rent only, date to be booked “space available”). Possible cost of \$0-\$350 whether or not a paying customer would be excluded from using the Activity Center.
- Lobby Entrance Signage Space. One sign featuring company logo will be displayed year round in the Activity Center Lobby as a “Major Sponsor”. One-time fee of \$45 to purchase the sign.
- Activity Center Signage. One sign featuring company logo will be displayed in the Activity Center year round. One-time fee of \$200 to purchase the sign.
- OSD/Miller will be featured as sponsor of the Jefferson County Fair Miller Lite Entertainment Tent. All signage to be approved by both parties and produced by OSD. No additional cost to the county.
- OSD/Miller will receive prime areas for the sale of fermented malt beverages during the County Fair. Location and number of beverage areas at the Jefferson County Fair to be determined by Jefferson County Fair Park. No additional cost to the county.
- Company logo will be featured as Major Sponsor in Fair Park and County Fair paid advertisements (i.e. print ads, brochures, radio, etc.) No additional cost to the county.
- A 1/2 page advertisement in the County Fair circular inserted in area newspapers prior to the county fair. No additional cost to the county.
- Display opportunity for up to 12 banners in prominent areas as assigned at the fair park during fair week, in fair park buildings and at fair park events where appropriate. No cost to the county.
- OSD/Miller will be allowed to offer a retail promotion for a discounted County Fair admission pass marketed on OSD products for the fair during a 2 week time frame at least 2 weeks prior to the Fair. (All details to be approved by Jefferson County Fair Park) No additional cost to the county.
- 8 VIP passes to the Grandstand Entertainment, for both Friday and Saturday, including; gate admission, concert seat, VIP food & drink package, and entertainer meet and greet (subject to entertainer approval). Between \$15 – \$50 per ticket depending on whether or not the show is sold out.
- 40 reserved seat or party pit passes for both Friday and Saturday Grandstand Entertainment (80 tickets total, includes gate admission) Between \$0 – \$50 per ticket depending on whether or not the show is sold out.
- 250 complimentary adult fair admission passes. \$62.50 for 250 tickets @ \$0.25 per ticket.
- Logo and live link on the Jefferson County Fair Park website. No additional cost to the county.
- OSD will receive commercial advertising on the Jumbo Screen at the Jefferson County Fair in rotation with other sponsor ads. (OSD to supply video ad) No additional cost to the county.
- County Fair PA announcements identifying OSD brands as “Official Major Sponsors of the Jefferson County Fair Park”. No additional cost to the county.

**There is an estimated \$105,000 in revenue generated from this sponsorship per year.*

Marketing Partnership Agreement

This Marketing Partnership Agreement (the "Agreement") is made this ____ day of _____, 2015, by and between JEFFERSON COUNTY d/b/a JEFFERSON COUNTY FAIR PARK, with its principal place of business at 503 N. Jackson Avenue, Jefferson, WI 53549 and – Ott Schweitzer Dist., Inc., Marketing Partner, (MP) with its principal place of business at 616 Gateway Drive, Milton, WI 53563.

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

WHEREAS, Ott Schweitzer Dist., Inc., desires to participate in marketing avenues with and through THE JEFFERSON COUNTY FAIR PARK; and

WHEREAS, THE JEFFERSON COUNTY FAIR PARK desires to permit Ott Schweitzer Dist., Inc., to market with and through THE JEFFERSON COUNTY FAIR PARK on a non-exclusive basis in exchange for certain compensation to be paid by Ott Schweitzer Dist., Inc.

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

I. Recitals.

The foregoing recitals are made a part of this Agreement.

II. Term.

The Term of this agreement is 3 years, as outlined in Exhibits A and B.

III. Marketing Partnership.

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

IV. Mutual Intellectual Property License.

- A. Limited License to THE JEFFERSON COUNTY FAIR PARK. THE JEFFERSON COUNTY FAIR PARK is hereby granted a limited, revocable, non-exclusive license to use the name "Miller Lite" and other logos of MP (hereinafter collectively referred to as the "MP Marks") solely to identify MP as a marketing partner of THE JEFFERSON COUNTY FAIR PARK, with the limited authority to use the MP Marks solely in connection with the activities authorized under this Agreement, subject to terms and conditions of this Agreement. MP represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to THE

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

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

C. General Logo Provision.

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

approval of the owner parties. The respective non-owner parties shall not sell or trade the Marks of the owner parties without the express prior written approval of the owner parties. Notwithstanding the foregoing, the respective Marks may not be used by the non-owner parties for individual personal or professional gain or other private benefit, and the respective Marks may not be used by the non-owner parties in any manner that: diminishes their value or otherwise dilutes the Marks; discredits the owner parties or tarnishes their respective reputations and goodwill; is false, misleading or likely to cause confusion, mistake or deception; violates the rights of others; violates any federal, state or local law, regulation or other public policy; or mischaracterizes the relationship between the parties, including but not limited to the fact that MP is a separate and distinct legal entity from, and is not an agent of, THE JEFFERSON COUNTY FAIR PARK.

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

V. **General Provisions**

- A. **Entire Agreement.** This Agreement and the attachments related hereto constitute the entire Agreement between the parties with respect to the subject matter hereof, and integrated documents representing one transaction and supersede any and all other agreements and understandings with respect thereto, whether written or verbal, prior or contemporaneous. It is expressly understood and agreed that this agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by both parties (i.e. "change order"). If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and provisions hereof.
- B. **Mediation and Arbitrations.** Conflicts or disputes between the parties to this contract shall be resolved through mediation and binding arbitration. In the event of any dispute, conflict, or disagreement, the parties agree to discuss the matter and make a good faith effort to resolve the dispute. If such communication does not resolve the dispute, an aggrieved party shall give the other party notice, in writing, of intent to resolve issues of dispute through arbitration. Arbitration shall be scheduled within a reasonable period of time after the dispute has arisen and, unless otherwise agreed by the parties, shall be held in Jefferson County, Wisconsin. Any arbitration shall be conducted in accordance with the Mandatory Arbitration Rules of the American Arbitration Association. The parties shall equally bear the cost of the Arbitrator. Any award rendered by the Arbitrator shall be final, with no right of de novo review or appeal, and a judgment may be entered upon the award in accordance with the applicable laws of the State of Wisconsin. The prevailing party shall be entitled to recover from the other party its reasonable attorney fees and costs, as determined by the Arbitrator, as part of the judgment entered therein.
- C. **Miscellaneous.** The following provisions shall apply to this agreement:
 1. This agreement shall be binding upon and for the benefit of the Parties and their respective successors, devisees, executors, affiliates, representatives,

assigns, partners, agents and employees, wherever the context requires or permits.

2. Notwithstanding the foregoing, neither party shall have the right to assign this Agreement nor any right under this agreement, nor any expressed interest herein, without the express written consent of the other party, whose consent may be withheld at their sole discretion.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and venue of any action arising thereunder shall lie in the County of Jefferson, State of Wisconsin.
4. No presumption shall arise as a result of one party or the other or any party's agent having drafted all or any portion of this Agreement. Each party prior to signing this Agreement has obtained independent legal advice to the extent so desired with regard to their legal rights and obligations set forth in this Agreement.
5. Title to paragraphs in this Agreement are for information purposes only and are not intended to limit or amplify the content of any paragraph.
6. Agreement is subject to final approval of the Jefferson County Fair Park Committee and Jefferson County Board for Supervisors.

We agree to and accept the above:

JEFFERSON COUNTY
d/b/a JEFFERSON COUNTY FAIR PARK
BY:

Sign Name

Title

Date

Print Name

MARKETING PARTNER
BY:

Sign Name

Title

Date

Print Name

**Corporate Partner Program for Ott Schweitzer Dist., Inc.,
THE JEFFERSON COUNTY FAIR PARK
Marketing Partner
EXHIBIT A**

PARTNERSHIP / ADVERTISING SUMMARY OF OBLIGATIONS

Date: _____

Marketing Partner: Ott Schweitzer Dist., Inc.,
Address: 616 Gateway Drive
City/State/Zip: Milton, WI 53563
Contact Name: Dan Braun
Phone: (608) 868-9700

Partnership / Advertising Scope and Obligations:

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

Terms of this Agreement: 3 years (2015, 2016, 2017)

Cost of this Agreement: \$75,000.00

Terms of Payment:

Year 1: \$25,000.00

Year 2: \$25,000.00

Year 3: \$25,000.00

**Corporate Partner Program for Ott Schweitzer Dist., Inc.,
THE JEFFERSON COUNTY FAIR PARK
Major Partner
EXHIBIT B**

Tasks / Obligations of THE JEFFERSON COUNTY FAIR PARK

Category Exclusivity - Business Category Signage Exclusivity (Fermented Malt Beverages).

- One day use of the Activity Center or other facility space, once yearly, for; employee party, customer appreciation, employee recruiting, or by a designated Ott Schweitzer Dist., Inc. (OSD) non-profit partner. (Includes basic facility rent only, date to be booked “space available”).
- Lobby Entrance Signage Space. One sign featuring company logo will be displayed year round in the Activity Center Lobby as a “Major Sponsor”.
- Activity Center Signage. One sign featuring company logo will be displayed in the Activity Center year round.
- OSD/Miller will be featured as sponsor of the Jefferson County Fair Miller Lite Entertainment Tent. All signage to be approved by both parties and produced by OSD.
- OSD/Miller will receive prime areas for the sale of fermented malt beverages during the County Fair. Location and number of beverage areas at the Jefferson County Fair to be determined by Jefferson County Fair Park.
- Company logo will be featured as Major Sponsor in Fair Park and County Fair paid advertisements (i.e. print ads, brochures, radio, etc.)
- A 1/2 page advertisement in the County Fair circular inserted in area newspapers prior to the county fair.
- Display opportunity for up to 12 banners in prominent areas as assigned at the fair park during fair week, in fair park buildings and at fair park events where appropriate.
- OSD/Miller will be allowed to offer a retail promotion for a discounted County Fair admission pass marketed on OSD products for the fair during a 2 week time frame at least 2 weeks prior to the Fair. (All details to be approved by Jefferson County Fair Park)
- 8 VIP passes to the Grandstand Entertainment, for both Friday and Saturday, including; gate admission, concert seat, VIP food & drink package, and entertainer meet and greet (subject to entertainer approval).
- 40 reserved seat or party pit passes for both Friday and Saturday Grandstand Entertainment (80 tickets total, includes gate admission)
- 250 complimentary adult fair admission passes.
- Logo and live link on the Jefferson County Fair Park website.
- OSD will receive commercial advertising on the Jumbo Screen at the Jefferson County Fair in rotation with other sponsor ads. (OSD to supply video ad)
- County Fair PA announcements identifying OSD brands as “Official Major Sponsors of the Jefferson County Fair Park”.

ORDINANCE NO. 2014-_____

Amend the Personnel Ordinance to comply with changes to the Health Insurance Portability and Accountability Act (HIPAA)

Executive Summary

Jefferson County is committed to protecting the privacy of Individually Identifiable Health Information in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and the regulations issued under those laws, including the Privacy Rule, the Security Rule, and the Breach Notification Rule. Jefferson County is subject to these laws and regulations because it performs certain Health Care Provider and Health Plan functions that involve Protected Health Information (PHI), which generally includes Individually Identifiable Health Information that is transmitted or maintained in any form (e.g., written, verbal, electronic, etc.). Among other things, these laws and regulations set standards designed to protect the privacy and security of PHI.

In July 2013, Jefferson County contracted with Boardman & Clark LLP law firm to conduct a HIPAA Privacy Gap Analysis and Risk Assessment. The goal of this project was to provide a complete review of the County's HIPAA policies and procedures, assist in amendment or creation of said policies and procedures, provide training resources and make a recommendation to maintain future policy compliance. These Policies and Procedures outline the County's HIPAA Privacy compliance program. The County maintains discretion to interpret and implement these Policies and Procedures, and, except where limited by applicable law, the County reserves the right to modify, amend, or terminate these Policies and Procedures at its discretion at any time and without prior notice. Because the County is dedicated to compliance with HIPAA and other applicable laws, the County will interpret these Policies and Procedures in a manner that permits the County to comply with its legal obligations.

WHEREAS, the Jefferson County HIPAA/Notice of Privacy Practices was adopted by the County Board of Supervisors in November 2005 and amended in February 2010, and

WHEREAS, changes to State and Federal regulations, as well as County Personnel Ordinance have occurred in the last five years, and

WHEREAS, the Human Resources Committee has reviewed the Notice of Privacy Practices and recommends to repeal and replace Personnel Ordinance HR0440, HIPAA/Notice of Privacy Practices, to comply with State and Federal regulations.

NOW, THEREFORE, BE IT RESOLVED that the Human Resources Committee is authorized to make amendments as necessary to the HIPAA Notice of Privacy Practices and staff is authorized to make administrative amendments to procedures and/or forms necessary to comply with changes in State, Federal or County regulations or ordinances.

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

Section 1. Section HR0440, HIPAA/Notice of Privacy Practices, is repealed and recreated as follows:

HR0440 HIPAA/NOTICE OF PRIVACY PRACTICES.

Jefferson County will maintain the privacy and security of protected health information as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and applicable state law. This includes protected health information held by the County's HIPAA-covered benefit plans, as well as the protected health information held by the County in its role as a HIPAA-covered hybrid entity. The County maintains written policies and procedures regarding the privacy and security of protected health information, as well as a notice of privacy practices regarding the manner in which protected health information is used and disclosed. If an employee (or his or her spouse or dependents) or any individual receiving HIPAA-covered services from the County wants additional information about the County's privacy practices, he or she may contact the Human Resources Department. Or, if an employee or other individual believes that the County may have violated any privacy rights or disagrees with a decision made about any privacy rights, he or she may file a complaint with the County's HIPAA Privacy Officer. The individual may also file a complaint with the Secretary of the U.S. Department of Health and Human Services. The County supports the right of employees and other individuals to have their health information treated in a private fashion, and the County will not retaliate in any way if an employee or other individual chooses to file a complaint.

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

Fiscal Note: No fiscal impact.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by
Human Resources Committee

02-10-15

Terri M. Palm: 01-13-15

APPROVED: Administrator ; Corp. Counsel ; Finance Director 

RESOLUTION NO. 2014-_____

Authorize application for Outdoor Recreation Aids Grant

Executive Summary

Jefferson County participates in the WI DNR Snowmobile Trail Maintenance Program. Jefferson County maintains approximately 182.7 miles of public snowmobile trail. The WI DNR requires the Outdoor Recreation Aids Grant resolution be renewed each calendar year.

WHEREAS, Jefferson County is interested in developing lands for public outdoor recreation purposes as described in the application, and

WHEREAS, financial aid is required to carry out the annual snowmobile trail maintenance project, and

WHEREAS, Jefferson County includes expenses and offsetting revenue in the adopted budget each year for this program,

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes Joseph W. Nehmer, Jefferson County Parks Department Director, to act on behalf of Jefferson County to:

- submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available for the snowmobile trail maintenance project;
- submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- submit signed documents; and
- take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that Jefferson County will comply with state or federal rules for the programs to be open to the general public during reasonable hours consistent with the type of facility and will obtain from the State of Wisconsin Department of Natural Resources approval in writing before any change is made in the use of the project sites.

Fiscal Note: The snowmobile trail maintenance program is expected to cost \$45,675 for winter 2015-2016. One hundred percent (100%) of this cost is funded by the grant.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by
Parks Committee

02-10-15

Mary Nimm: 02/15; Blair Ward: 02/15

APPROVED: Administrator ; Corp. Counsel ; Finance Director 

Authorizing a Licensing Agreement between Wisconsin Electric Power Company doing business as We Energies and Jefferson County for the purpose of constructing a segment of the Interurban Trail from Watertown to Oconomowoc

Executive Summary

The Jefferson County Parks Department is planning to place a recreation trail for hiking, biking and cross-country skiing on right-of-way owned by We Energies. The proposed trail is 10.96 miles in length and is located between Humboldt Street (City of Watertown, WI) and River Road (Town of Watertown).

This off-road, paved, trail connection will be built on the former Interurban Rail Line that connects the City of Watertown to the City of Oconomowoc. The path cross-section will consist of a 10-foot wide asphalt surface with 2-foot wide aggregate shoulders. An 8-inch stone base with 3-inch asphalt layer will be used. The project is located primarily in Jefferson County (10 miles) and a portion in Waukesha County (1 mile). The City of Watertown and the City of Oconomowoc are the project boundaries.

The old interurban rail line, which at one time connected the City of Watertown with the City of Milwaukee, is now a utility corridor owned by We Energies. American Transmission Company (ATC) operates the electric transmission facilities on the corridor. The Wisconsin Department of Natural Resources and We Energies have reached an agreement for the use of the utility corridor.

WHEREAS, Jefferson County is participating in the construction of segments of a multi-use recreation trail linking the City of Watertown to the City of Oconomowoc via the existing We Energies right-of-way corridor, and

WHEREAS, this multi-use recreation trail, known as the Interurban Trail, will provide the community with year round uses such as biking, in-line skating, walking, running and cross-country skiing, and

WHEREAS, the Interurban Trail will give users the opportunity to ride safely from the northern end of the Glacial River Trail in Watertown, east to the shores of Lake Michigan and connecting to trails such as the Hank Aaron Trail in Milwaukee,

WHEREAS, the Parks Committee approved the attached agreement establishing the terms and conditions of the license.

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to enter into a license agreement with Wisconsin Electric Power Company doing business as We Energies for the purpose of Jefferson County constructing a segment of the Interurban Trail from Watertown to Oconomowoc.

Fiscal Note: Entering into this license agreement with We Energies will have no fiscal impact to Jefferson County.

Ayes: _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by Parks Committee

02-10-15

J. Blair Ward: 02-04-15 APPROVED: County Administrator: JB; Corp. Counsel: DBL; Finance Director: BL

LICENSE AGREEMENT

THIS LICENSE, Made and entered into this ____ day of _____, 2015, by and between Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies, hereinafter referred to as "Licensor", and Jefferson County, a municipal corporation, hereinafter referred to as "Licensee"; (Individually sometimes referred to as "Party", collectively as "Parties").

WITNESSETH:

Licensor, for and in consideration of the covenants, conditions, and agreements hereinafter contained, hereby grants license and permission unto Licensee, to develop and use a part of Licensor's right of way lands (hereinafter "Lands") as a recreation trail (hereinafter "Premises") and to place thereon a trail for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses (hereinafter "Trail") for use by the general public and for no other purpose or purposes whatsoever (except those purposes as may be determined by Licensor for its own use), Licensee has indicated a preference to divide its project into three segments, Segment #1, Segment #2, Segment #3, each will have a unique start and finish of construction dates, but at the execution hereof, such start and end dates for Segment construction are unknown. Segment #1 (attached), is located between Humboldt Street and River Road, being a part of the Northwest and Southeast $\frac{1}{4}$ of Section 10, North $\frac{1}{2}$ of Section 14 and the Northwest of Section 13 all in Township 8 North, Range 15 East, in the City of Watertown and Town of Watertown, Jefferson County, Wisconsin. The general location of said Lands and Premises is shown highlighted on the maps marked as Exhibit "A", attached hereto and made a part hereof.

The License and permission herein granted is subject to the following conditions:

1. **Term:** The term of this License Agreement (hereinafter "License") regardless of when a particular Segment is constructed shall be for a period of fifteen (15) years (hereinafter "Initial Term") and continue thereafter on a year to year basis subject to termination as hereinafter provided. This License shall commence on the above date which is the date the last of the Parties hereto executed this License (hereinafter "Commencement Date")
2. **Termination:** Upon expiration of the Initial Term, this License may be terminated at any time by either Party hereto by providing at least 90 days prior written notice to the other Party of such termination. Notwithstanding any of the terms and conditions contained herein, should Licensor require exclusive use of any part of its Lands, including the Premises, for its purposes, then Licensor may, at any time, including during the Initial Term, terminate the License in whole or in part on such part or parts of the Lands or Premises it requires, and Licensee shall, not later than 90 days after receiving notice of such termination, at its sole cost and expense, relocate, remove or re-route the Trail from such part or parts of the Lands. Failure by Licensee to commence construction on Segment #1 within five (5) years of the Commencement Date shall cause this License to terminate.
3. **Non Use:** Licensee shall have five (5) years from the license Commencement Date within which to secure funding and start construction of Segment #1. Construction may start and be completed in segments over said five (5) year period, but each segment must then be initiated and completed (including restoration) within eighteen (18) months from the start of each construction event. Each Segment must be completed within two (2) years, six (6) months of the initial start of Segment construction. Due to Licensor's property being an active utility corridor, access to Licensor and American Transmission Company must be maintained and accessible for utility vehicles and equipment at all times during construction unless other arrangements are approved. Within nine (9) months prior to the expiration of the above time frames, Licensee may request an extension. Licensor will not unreasonably deny such request.
4. **Base Rent:** During the Initial Term and extensions thereto, no Base Rent shall be due.

5. **Assignment:** Licensee shall not assign this License nor permit any transfer by operation of law or otherwise of the interest in the herein-described Premises acquired through this License unless otherwise approved by Licensor in writing.
6. **Acceptance of Premises:** Licensor offers and Licensee agrees to take the Premises in an "as is" condition and Licensor makes no warranty or representation of any kind as to the condition, quality or suitability of the soil, subsoil or surfacing of the Premises and Lands or anything thereon or therein, unless the same is specifically set forth in this License, for the purposes to which Licensee will utilize the Premises. Licensee has examined the Premises described hereinabove and knows the condition thereof and no representations as to the condition and repair thereof and no agreements to make any alterations, repairs or improvements in or about the licensed Lands and Trail have been made by Licensor. Licensee's taking possession of the Premises shall be conclusive evidence as against Licensee that the Premises were in good order and satisfactory condition for use as a Trail and other permitted ancillary uses. Licensor shall not be liable for any damages arising from acts or neglect of Licensee or its invitees or users of the Premises, whether authorized to use the Lands and Premises or not.
7. **Permitted and Prohibited Uses:** The Premises shall be used for the purpose of constructing, installing, operating, maintaining, using, repairing, and removing a recreation trail and permitted appurtenances thereto for hiking, biking, and cross-country skiing and other similar non-motorized recreational uses and for no other reason whatsoever. No vehicles, trucks, cars or equipment are to be parked or materials stored on said Lands or Premises at any time without specific written approval of Licensor. Furthermore, the Licensee agrees that no motorized vehicles, including but not limited to cars, trucks, snowmobiles, motor bikes, mini-bikes, motorcycles, mopeds, go-carts and all-terrain vehicles will be used, operated or permitted on the Lands or Premises. However, Licensee shall be permitted to use motorized vehicles for the development of the trail, patrol, maintenance and other permitted uses of the Lands and Premises. The Licensee also agrees that no horses will be used or permitted on the Lands and Premises. Licensee agrees that no kites, model airplanes or similar or dissimilar objects that may come in contact with or in close proximity to the facilities of Licensor or the American Transmission Company LLC (hereinafter "ATC") and its successors and assigns, will be used, operated or permitted on the Lands and Premises.
8. **Signage:** Licensee shall not place or maintain or allow to be placed or maintained by any person or persons, any signs or advertising billboards upon the Lands or Premises at any time, except as required or permitted by this Section. Licensee shall install and maintain signs that are necessary to identify Licensee's Trail and occupancy of the Lands and Premises at every road crossing and at least every 2,600 feet along the Trail or more frequently as desired by Licensor and to comply with the requirements of s. 23.09165, Stats. Such identification signs shall include the We Energies approved corporate logo and shall state "In cooperation with We Energies" or such other signs as Licensor may reasonably require. Licensee further agrees to post, maintain at all times, and if necessary, replace signs that expressly state the uses that are permitted and prohibited under Section hereof. In addition, Licensee hereby agrees to post safety and traffic signs along the Trail and at road crossings, railroad crossings, driveways, farm crossings and any other vehicular crossings along the Trail. All signs must be approved by Licensor prior to erection or installation on the Lands or Premises.
9. **Zoning and Permits:** Licensee hereby agrees that Licensor has made no representations that the Premises are properly zoned for the proposed use by Licensee, and it is expressly understood that Licensee hereby assumes any and all obligations and responsibilities with respect to compliance with all applicable zoning laws and ordinances of any regulatory bodies which may have jurisdiction. Any change in zoning must be approved by Licensor. This License is conditioned on Licensee's obtaining all necessary permits and authority for the proposed use. All permits required hereunder shall be acquired by Licensee at its sole cost and expense. If permits are required, a copy of the final permits must be provided to the Licensor prior to the commencement of any work on the Lands or Premises by Licensee and upon reasonable time for Licensor to review the permits.

10. **Governmental Jurisdiction:** Licensee shall, in the use and occupancy of the Premises, comply with all laws, ordinances, rules and regulations of Jefferson County, State of Wisconsin and all other governmental bodies having jurisdiction, over the operation of Licensee's or Licensor's business or occupation of the Lands and Premises.
11. **Construction and Other Liens:** Licensee shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Licensor in the Premises or Lands or to charge the Base Rent payable hereunder, if any, for any claim in favor of any person dealing with Licensee, including those who may furnish materials or perform labor for any construction or repairs. Licensee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed, materials, services or supplies furnished in connection with any work performed on the Premises and Lands by or at Licensee's direction on which any lien is or can be validly and legally asserted against its interest in the Premises or the improvements thereon and that it will save and hold Licensor harmless from any and all loss, liability, cost or expense, including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens against the Leasehold estate or against the right, title and interest of the Licensor in the Premises and Lands or under the terms of this License. Licensee will not permit any construction lien or any other liens which may be imposed by law affecting Licensor's or its mortgagees' interest in the Premises and Lands to be placed upon the Premises or Lands arising out of any action or claimed action by Licensee, and in case of the filing of any such lien Licensee will promptly pay same. Licensee shall provide Licensor with Lien Waivers from all contractors and subcontractors for all work performed and material and services supplied by or on its behalf at the Premises or Lands. If any such lien shall remain in force and effect for ten (10) days after written notice thereof from Licensor to Licensee and Licensee has not posted with Licensor a bond in the amount of at least 125% thereof, Licensor shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Licensee to Licensor and shall be paid to Licensor immediately on presentation of a bill therefor. Notwithstanding the foregoing, Licensee shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Licensor and Licensor's mortgagee in the Lands, and Licensor and any such mortgagee are, by the expiration of said ten (10) day period, furnished such protection, and indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Licensor and any such mortgagee. If Licensee has posted a bond with Licensor in the amount of 125% of the liens, such liens can and will be cleared within 180 days of filing. However, Licensor reserves the right at any time prior to the expiration of said 180 day period to make a demand on said bond to clear its title in the event such liens would prevent Licensor's lawful use or transfer of its property in any way or to prevent any loss of Licensor's fee simple ownership rights. Licensor reserves the right to make demand on any such bond immediately upon expiration of said 180 day period. Licensor agrees to notify Licensee of its intent to secure the release of any such liens from the posted bond. No temporary or permanent construction may occur in wetlands. If any work is proposed within wetlands, the Licensee must obtain the appropriate permits from the Wisconsin Department of Natural Resources ("WDNR") and the Army Corps of Engineers ("ACOE"). The Licensee must provide a copy of the application and final permits to Licensor prior to working within the wetland and provided Licensor has reasonable time to review said permits.
12. **Diggers Hotline:** Licensee shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation or construction on the Lands and Premises in order to determine the location of electric, telephone, water, communication and natural gas facilities within the Lands, Premises and surrounding lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities.

13. **Plan Review and Approval:** Licensee shall submit to Licensor and to ATC for its review and written approval at least 90 days prior to the start of construction of each Segment, detailed site plans and construction drawings (hereinafter "Plans") showing each Segment for which it intends to construct next, including the proposed location of the Trail with respect to the Lands and Utility Facilities, which Plans shall also include proposed grade changes, Trail cross sections, signs and other improvements to the Premises which Licensee desires to construct or install. The written approval of the Plans shall be in compliance with the requirements of ss. 23.0916 and 23.0917, Stats. and shall not be unreasonably withheld. If Licensee intends to use any fill on Licensor's Lands, Licensee shall include the type and source of any fill material on the Plans and any fill material used shall be subject to inspection and analysis by Licensor for the presence of Hazardous Material as defined in Section 23 hereinafter. Licensee will not install or construct or permit to be installed or constructed, any improvements upon, or make any alterations or substantive changes to the approved plans for the Premises without first submitting plans and specifications to Licensor and receiving Licensor's approval thereof.
14. **Height Restrictions:** Licensee hereby agrees that no vehicles or equipment will be used, stored operated or permitted on the Lands or Premises having a height in excess of 12 feet above original ground grade level, unless otherwise approved in writing by Licensor and/or ATC as their respective interests lie.
15. **Runoff Control:** Licensee and its contractors shall follow those best management practices to prevent or control site runoff and erosion in accordance with the Wisconsin Department of Natural Resources (hereinafter "WDNR") publication "Wisconsin Construction Site Best Management Practice Handbook." It shall also be the responsibility of the contractor to determine if and when a permit to discharge storm water associated with a construction activity as per Wisconsin NR 216, or subsequent statute, law, ordinance, act, rule or regulation, is required. Following the completion of Licensee's work, all adjoining areas shall be restored.
16. **Drainage and Grade Changes:** Licensee shall be permitted, at its sole cost and expense, to grade, level, and apply crushed stone and/or asphalt paving and plant grass on the Trail and Premises as may be permitted by Licensor except that the Licensee shall not in any manner alter or change the original ground grade level of the Premises, or alter in any manner the drainage on the Lands or Premises without obtaining written permission from Licensor. Licensor, at its sole discretion, may require Licensee to install such drainage facilities as Licensor may deem necessary to adequately drain the Lands and Premises, which facilities are made necessary due to or arising out of any filling, grading, leveling, paving or use by the Licensee hereunder. All such drainage facilities (including culverts, storm sewers, ditches, etc.) shall be installed by and at the expense of the Licensee and to the complete satisfaction of Licensor. Any existing culverts that run beneath Licensor's lands must be maintained or enhanced; they can not be removed, filled or otherwise blocked.
17. **Maintenance and Landscaping:** Licensee shall, at its sole cost and expense, keep the Licensed Lands and Premises routinely mowed and free of weeds to the satisfaction of the local Weed Commissioner and Licensor. Licensor reserves the right to trim and/or cut down any trees and shrubs on the Lands and Premises. Licensee further agrees that it shall maintain the entire Premises as a Trail as described hereinabove, and perform such other landscaping maintenance necessary to maintain an appearance suitable to such use as a Trail for biking, hiking and cross-country skiing and other similar non-motorized recreational uses. Licensee shall not plant any trees or shrubs on the Lands or Premises without the express written permission of the Licensor. Licensee agrees to keep the Lands and Premises clean and free from all debris, rubbish, litter and trash. Licensee shall be permitted or upon request of Licensor, to place trash containers at convenient locations on the Premises. Such containers shall be emptied on a regular basis, prior to overflowing or creating a nuisance, by Licensee.
18. **Work Standards:** During construction, use of and repairs or maintenance to the Lands or Premises pursuant to this License, while in proximity to electrical conductors or gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to conform to all laws, rules, ordinances, acts and regulations such as O.S.H.A. Safety and Health Regulations for Construction dealing with safe work practices and the operation of

equipment near electrical lines and equipment and the provisions and requirements of the Wisconsin Administrative Code, Rules of the Department of Commerce and any amendments thereto. Licensee shall, at all times, comply with the provisions of the Wisconsin State Electric Code, compiled by the Department of Commerce and the Public Service Commission of Wisconsin, and all amendments thereto. Any work done by Licensee on the Lands or Premises shall be performed in such a manner as not to interfere with the use of Licensor's Lands for electric lines, gas lines, communication lines and related or unrelated facilities, both overhead and underground, which presently exist or might be installed at a later date.

19. **Damage to Facilities:** Licensee hereby agrees to effectively prevent damage to electrical facilities, communication facilities or related facilities due to or arising out of the construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises by Licensee, its employees, agents, contractors, customers or invitees. In the event the Lands, Premises or adjoining lands or existing electrical and communication facilities or related or unrelated facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.
20. **Movement of Licensor Facilities:** In the event it is necessary for Licensor, ATC or existing tenants, permittees or licensees to reconstruct, protect, modify, adjust, replace or relocate its facilities due to the aforementioned use of Licensor's Lands and/or the construction, operation, maintenance or existence of Licensee's facilities, Licensee agrees to promptly reimburse Licensor, ATC or such affected tenants, permittees or licensees upon presentation of a bill for the costs and expenses incurred by Licensor as a result thereof but Licensee shall be given the option of moving or relocating its material and equipment to reduce or eliminate costs associated herewith.
21. **Proximity to Gas Lines/Facilities:** During construction, installation, operation, maintenance, repairs, removals and use of the Lands and Premises pursuant to this License, while in proximity to gas lines and gas facilities presently existing or to be installed at some future date, Licensee hereby agrees to exercise due caution, comply with all applicable safety laws and regulations and take or suffer no action which results in the gas lines or gas facilities being placed in violation of any applicable law or regulation. In the event the Lands, Premises, adjoining lands or existing gas facilities or related facilities thereon are damaged as a result of activities conducted on or in any way connected with Licensee's construction, installation, operation, maintenance, repairs, removals or use of the Lands or Premises by Licensee, its employees, agents, contractors, customers or invitees, repairs shall be completed by or at the direction of Licensor and paid for by Licensee upon presentation of a bill therefor.
22. **Solid Waste:** Licensee shall not cause or permit any solid wastes to accumulate or be stored in or about the Lands or Premises. All solid wastes shall be properly stored, handled and routinely disposed of off the Lands and Premises in a manner that complies with applicable federal, state and local laws, codes and/or regulations. Licensee shall not store, handle or dispose of solid wastes in a manner that will pollute or contaminate the atmosphere, ground or water or which may adversely affect the health, welfare or safety of persons whether located on the Lands, Premises or elsewhere.
23. **Hazardous Materials:** Licensee its agents, employees, contractors, and invitees shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Lands or Premises or Licensor's adjoining lands. The use and/or storage of Hazardous Material by or for any assignee is prohibited. Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, storm water or sanitary sewer system, or any body of water, if such material (as determined by the Licensor or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Lands, Premises or elsewhere; or (b) the condition, use, or enjoyment of any other real or personal property.

As used herein, the term "Hazardous Material" means:

- a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;
- c. Any oil, petroleum products, and their byproducts; and
- d. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Licensee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept on the Premises or Lands by the Licensee and the Licensee shall give immediate notice to the Licensor of any violation or potential violation of the provisions of this Section. Licensee shall defend, indemnify, and hold harmless Licensor and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

- aa. The presence, disposal, release, or threatened release of any such Hazardous Material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise;
- bb. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material;
- cc. Any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; or
- dd. Any violation of any laws applicable thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Licensee may have to Licensor at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this License.

Provided Licensee is not in violation of any federal, state or local laws, rules, ordinances or orders existing at the signing hereof or at some future date pertaining to vehicular discharge, leak, release or emission of any antifreeze, oil, petroleum products and their byproducts from Licensee's vehicles or those of its employees, contractors, visitors and invitees affecting the Premises and Lands and provided any such discharge, release or emission is in the typically small amounts associated with parking lot and driveway usage, Licensee shall not be considered to be in violation of this Section. Any larger discharge, leak, release or emission of antifreeze, oil, petroleum products and their byproducts resulting in pooling or runoff of the products must be quickly and thoroughly cleaned up by Licensee and properly disposed of off Licensor's lands or Licensee will be considered in violation of this Section.

Licensee shall not be considered in violation of this Section due to the presence of fuel in the fuel tanks of its vehicles or the vehicles of its employees, agents, contractors and invitees.

Nothing contained herein shall be construed to preclude Licensee from using Hazardous Materials in the routine maintenance of the Lands or Premises without the prior consent of Licensor so long as such materials are readily available to the general public or are applied by a contractor licensed for such application and are used in compliance with federal, state or local laws and regulations for its intended purpose and is applied in the manner and quantities recommended by the product manufacturer and the Wisconsin Department of Agriculture, Trade and Consumer Protection.

24. **Job Inspector Notification:** Licensee agrees to contact Rollie Simatic 414-944-5955 or such other person or phone number as Licensor may from time to time designate, within the specified time limits to inform him about the following occurrences:

- a) At least seven (7) days prior to the commencement of the project herein permitted.
- b) Within seven (7) calendar days after the termination of the License herein permitted with a plan for restoration.
- c) Within seven (7) calendar days after the restoration has been completed.
- d) Within seven (7) calendar days after a lapse of six (6) months since Licensee accepted this License if the project herein permitted has not been undertaken by such date; within seven (7) calendar days after each six (6) month interval thereafter until the project herein permitted is undertaken.

It is not Licensor's intent to serve as or in lieu of a building inspector, but to serve and protect Licensor's interest in the Lands and Premises and other improvements and its communication, electrical, gas and other facilities. In the event Licensor's inspector(s) reasonably determines that communication, electric, gas or other facilities of Licensor are in danger of being damaged or certain construction activity poses a threat to human life, Licensee hereby agrees that Licensor's inspector(s) is empowered to immediately shut down and stop all threatening activity and the work shall not restart until Licensor's inspector is satisfied that the dangerous situation has been resolved to his or her satisfaction. The cost of Licensor's reasonable supervision shall be itemized and billed separately to Licensee and Licensee agrees to promptly reimburse Licensor for its reasonable cost.

25. **Indemnification/Insurance:** Licensee hereby agrees to indemnify, save and hold harmless Licensor, its affiliated corporations and their respective directors, officers and employees against any and all loss, cost, liability, damage and expense, including attorney's fees incurred by Licensor on account of any injury to or death of any person or persons whomsoever or on account of damage to property sustained by any person or persons whomsoever caused by, connected with or arising directly or indirectly, wholly or in part, from any use, permitted or not, or operation of the Lands and Premises resulting in any manner from the privileges herein given and whether authorized for such use or not, or the failure of Licensee to observe the covenants of this License; excepting, however, any claims or actions arising out of the sole negligence or willful acts of Licensor. Licensee agrees to deliver to the Licensor a certificate to the effect that it has in full force and effect a comprehensive general liability insurance policy, which may be supplemented by an umbrella policy, issued by a reputable insurance company and Bodily Injury Liability coverage in the amount of \$1,000,000 each person, \$2,000,000 each accident, and Property Damage Liability coverage in the amount of \$250,000 each accident, and further providing that Licensor will receive at least ten (10) days notice in writing of any cancellation thereof and naming Licensor as an additional insured. Licensee agrees to continue such insurance in force during the entire term of this License, and shall furnish like certificates for any renewal thereof.

26. **Safety and Protection:** The Licensee hereby agrees, at its sole cost and expense, to erect and maintain any barricades, guard rails, fencing, and/or safety devices for protection as they relate to the protection of the Licensor's and ATC's electric facilities, gas facilities and related construction and operational procedures. The

Licensee agrees to maintain the same in good condition, repair and appearance at all times. Licensee will submit to Licensor any and all plans and specifications for the installation of barricades, guard rails, fencing and/or safety devices or protection which may be installed on the Lands and Premises and such installations shall not be made without the consent and prior written approval of Licensor. No fencing, barricades or other improvements shall be installed or erected for any purpose which will obstruct, interfere with or impede the free access of Licensor or ATC to the Lands, Premises or facilities.

27. **Galvanic/Stray Current/Grounding:** Licensee agrees to release Licensor from any responsibility for damage or personal injury resulting from electromagnetic fields electrolysis due to local galvanic or stray current conditions on or along said Lands. Further, Licensee agrees to assume all costs for electrolysis protection. All improvements, including bridges, shall be grounded unless otherwise approved in writing by Licensor.
28. **Removal of Improvements:** Licensee hereby agrees, upon the expiration or early termination of this License by forfeiture, lapse of time or otherwise, if so requested in writing by Licensor, to remove promptly, at its sole cost and expense, all or part of its improvements including Trail surfaces and drainage structures from the Lands or Premises. In the event Licensee cannot or is unable or unwilling to remove said improvements and related facilities as directed by Licensor, Licensee hereby authorizes Licensor to do so, and Licensee hereby agrees to reimburse Licensor for any and all expenses incurred in connection therewith, including restoration as hereinafter required, upon presentation of a bill therefor, and Licensee hereby agrees to indemnify and save harmless Licensor from all liability of any kind whatsoever that Licensor may have incurred by such removal.
29. **Restoration:** Licensee agrees to restore or cause to restore the Lands and Premises of Licensor to the condition existing prior to any disturbance to such Lands and Premises. Licensee further agrees that upon the earlier termination or expiration of this License by either Party, the Lands, including the Premises shall be restored to the condition existing prior to any disturbance or improvement from the aforementioned use of Lands and Premises. Included, but not limited to, in such restoration, after construction and subsequent to termination of this License, shall be the spreading of topsoil and sowing perennial type grass seed on any disturbed areas, replacement of crushed stone and/or paved surfacing, replanting of shrubs and other ground cover and repair of fences and gates or other damages incurred due to or arising out of the permission herein given.
30. **Snow Plowing:** Licensee shall be permitted to plow, but not pile, the snow on the Premises in the event it desires to do so.
31. **Taxes:** During the License Term, Licensee shall be responsible for all taxes on the Licensed Space, such taxes being defined as any and all federal, state and local governmental, quasi-governmental or public authority taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Licensor's income or profits, except as provided below), or payments to governmental authorities in lieu thereof, whether or not in contemplation of the parties to this License, which Licensor shall pay or become obligated to pay because of or in connection with the ownership, renting, or operation of the Licensed Space (including but not limited to charges for the installation, maintenance, repair and replacement of sewer/water, curb, gutter and roadway) and of the personal property, fixtures, machinery, equipment, systems and apparatus located thereon or used in connection therewith. Taxes shall include, without limitation, all real and personal property taxes (attributable to the year in which paid), sales taxes, assessments (special or otherwise), fire inspections, transit taxes and ad valorem taxes but shall not include penalties or late fees thereon unless the penalty and/or late fees are directly attributable to Licensee. Taxes shall also include all fees, costs and expenses (including, legal fees and court costs) paid by Licensor in connection with protesting or contesting or seeking a refund or reduction of and/or negotiating with public authorities with respect to any of the aforesaid taxes, regardless of whether Licensor is ultimately successful. If at any time during the term hereof, a tax or excise on rents or other tax however described, other than an income tax, is levied or assessed by the United States or the State of Wisconsin, or any

political subdivision thereof, on account of the rents hereunder or the interest of Licensor under this License, such tax shall constitute and be included in taxes. Any taxes paid by Licensor hereunder shall be reimbursable to Licensor by Licensee as Additional Rent

32. **Breach of License:** In the event Licensee shall breach or violate any of the terms, conditions or provisions of this License, or if any governmental agency having jurisdiction shall serve any demand, order or notice, including violations relating to zoning or municipal ordinances, upon Licensor or Licensee, the Licensee shall, at its sole cost and expense, correct said breach or violation and comply with said demand, order or notice within 30 days of its receipt of such written notice or as stated within said demand, order or notice. In the further event that Licensee does not correct said breach or violation or comply with said demand, order or notice within the required time period, it shall be lawful for Licensor, without liability to Licensee, without notice or demand, to declare said License terminated and to re-enter the Premises either with or without process of law and to expel, remove and put out Licensee or any person or persons occupying the Premises, using such force as may be necessary so to do and to repossess and enjoy the Lands and Premises again as before this grant of License without prejudice to any remedies which might otherwise be used for the preceding breach of covenants; Licensee hereby expressly waiving all right to any notice or demand under any statute relating to forcible entry and detainer. The decision of Licensor shall be final and binding upon Licensee concerning any breach or default in the covenants and agreements contained in this License. Licensee shall be liable to Licensor for any and all costs incurred, including reasonable attorneys' fees owing to or arising out of any action taken pursuant to this provision in which Licensor prevails.
33. **Licensor Right to Enter:** The Licensor reserves unto itself and ATC and for their employees, agents and contractors the right, at any time, to enter upon the Lands and Premises by any means necessary i) for performing studies, gathering of air, water, soil and other material samples, ii) for inspection of the Premises in order verify Licensee's compliance with the Lease terms, iii) for access to Licensor's Lands including the Premises, iv) to inspect, patrol, construct, install, operate, maintain, replace and repair electric lines, gas lines, communication equipment and related and unrelated facilities and equipment, both overhead and underground, upon, over, across, in and beneath the Premises and the Lands without liability to Licensee, the same as though this License had not been entered into. Licensor or ATC through Licensor may, without liability to Licensee, require Licensee to immediately vacate all or part of the Premises upon notice to do so in the event Licensor deems it necessary to make emergency repairs to its facilities. In the event it becomes necessary for Licensor or ATC to install or erect additional electric lines, natural gas lines, communication lines and/or related facilities at some future date, Licensee hereby agrees to vacate as much of the Premises as Licensor and/or ATC deems necessary and for such periods of times as may be necessary to install, modify, reconstruct or erect such facilities upon receipt of notice from Licensor to do so. Licensor and/or ATC shall perform and complete all work under this Section as quickly as is reasonable possible to minimize the inconvenience to Licensee.

Licensee further agrees that it shall immediately vacate the Premises and close down the Trail upon notification by Licensor that weather conditions exist or may develop which could cause dangerous conditions such as icing on trees and wires.

34. **Paramount Rights:** The rights of the Licensor and ATC to utilize the Lands and Premises in their utility business will at all times be and remain paramount to the rights herein granted to Licensee and nothing stated herein is to be construed as restricting Licensor from granting rights to other Parties or persons in, upon or under the Lands and/or Premises for but not limited to driveways, streets, sidewalks, sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, communication circuits and other allied uses. It is understood and agreed that this License is subject to all existing easements, grants and licenses.

35. **Fees and Charges:** As a condition of the agreement, Licensee shall not charge at any time fee for the use of the Trail except that Licensee may be permitted to charge a fee for group activities or special events upon written consent of Licensor, which consent shall not be unreasonably withheld.
36. **Alcoholic Beverages Prohibited:** Licensee covenants and agrees that alcoholic liquors or beverages are not permitted on the Lands and Premises.
37. **Police Protection:** Licensee shall be permitted to provide or arrange for the provision of all law enforcement and shall be permitted to reasonably require such law enforcement personnel to patrol the Premises as it deems reasonable under this License.
38. **Notices:** All notices to Licensor shall be sent by a reputable overnight delivery service, registered or certified mail, addressed to Wisconsin Electric Power Company, Property Management, Room A252, 231 West Michigan Street, Milwaukee, Wisconsin 53201, or at such other address or place as Licensor may from time to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensor is always an acceptable means of delivery.

All notices to Licensee shall be sent by a reputable overnight delivery service, registered or certified mail addressed to County Administrator, Jefferson County Courthouse, 311 South Center Avenue, Room 111, Jefferson, WI 53549, or at such other place as Licensee may from time to time designate in writing. Personal delivery with a signature acknowledgement of receipt by Licensee is always an acceptable means of delivery.

39. **Waiver of Terms and Conditions:** Failure of Licensor or Licensee to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
40. **Costs and Attorney Fees:** Licensee shall pay and discharge all reasonable costs, expenses and attorney fees that may be incurred or paid by Licensor in enforcing the covenants and agreements of this License where litigation is not commenced. In the event litigation is commenced by Licensor or Licensee to enforce any provision of this License, the prevailing Party (as determined by a judgment in favor of one Party or the other) shall be entitled to recover from the other, as additional costs, its reasonable attorney fees and costs incurred in connection with such action.
41. **No Joint Venture:** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Licensor and Licensee, to make them joint ventures, nor to make Licensor in any way responsible for the debts or losses of Licensee.
42. **Obligations Survive:** All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the term of this License shall survive the expiration or earlier termination of the term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Lands.
43. **Binding Effect:** The covenants and agreements herein contained shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, except as otherwise provided in Section hereof.
44. **Captions:** The captions in this License are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this License nor in any way affect this License.

45. **Severability of Provisions:** If any term, covenant or condition of the License or the application thereof to any person or Party or circumstance shall, to any extent, be invalid or unenforceable at any time, the remainder of the License, or the application of such term, covenant or condition to persons, Parties, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this License shall be valid and be enforced to the fullest extent permitted by law.
46. **Interpretation:** The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this License. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
47. **Acceptance:** Licensee hereby accepts this License upon the terms, conditions, restrictions hereinbefore set forth, and do covenant to keep and perform each and every one of said terms conditions and restrictions.
48. **Final Plans:** Final plan and profile must be submitted by Licensee and reviewed and approved by Licensor and American Transmission Company. If Licensor and ATC approve final plans then Licensee may install trail as agreed to in the final set of plans.

The covenants herein contained shall bind the Parties mutually and their respective successors and assigns.

IN WITNESS WHEREOF, the said **WISCONSIN ELECTRIC POWER COMPANY** has caused these presents to be signed by James T. Raabe, its Manager of Property Management on the _____ day of _____, 2015, and the said _____, has caused these presents to be signed by its _____ and its _____ and its corporate seal to be hereunto affixed this _____ day of _____, 2015.

In Presence Of:

WISCONSIN ELECTRIC POWER COMPANY
(Licensor)

By _____
James T. Raabe, Manager of Property Management

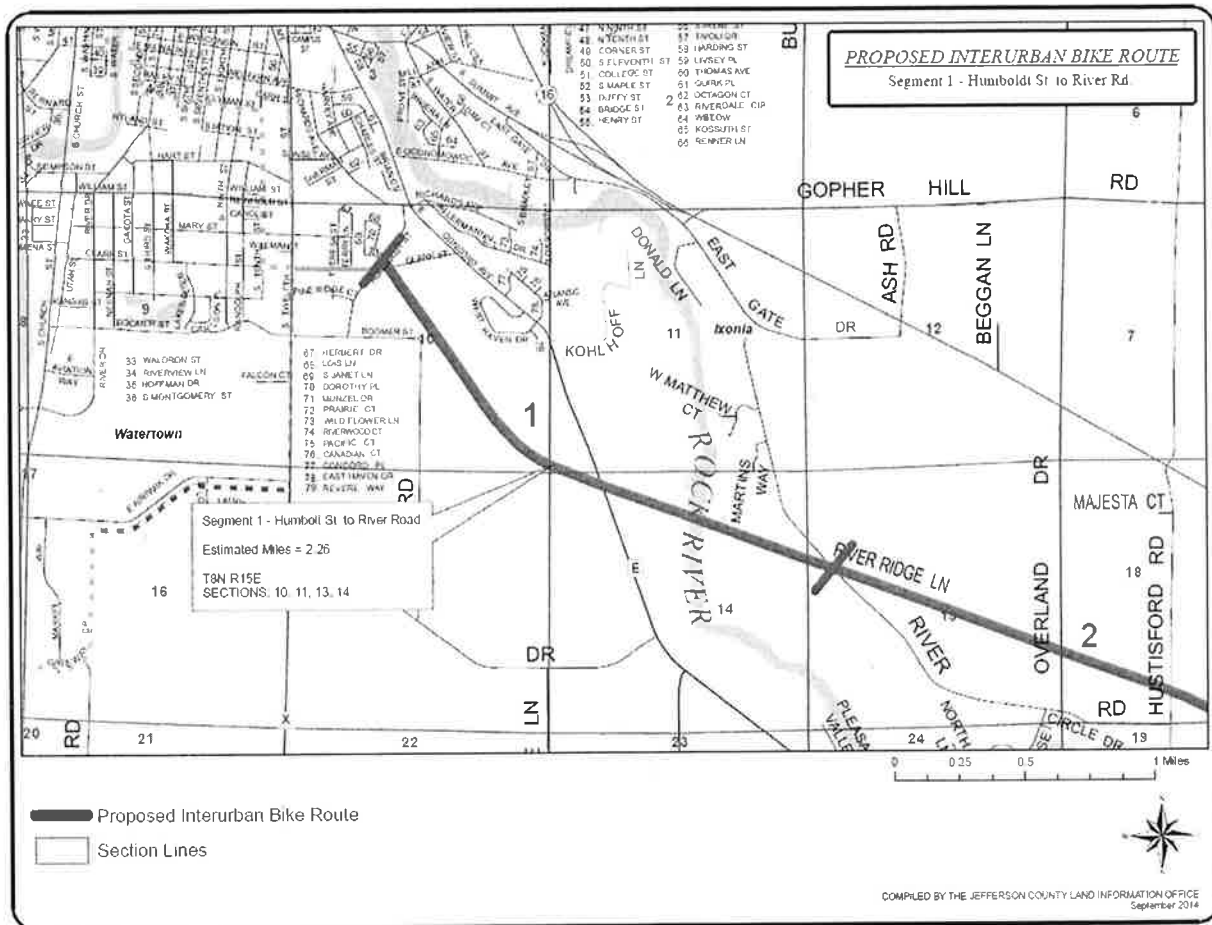
JEFFERSON COUNTY
(Licensee)

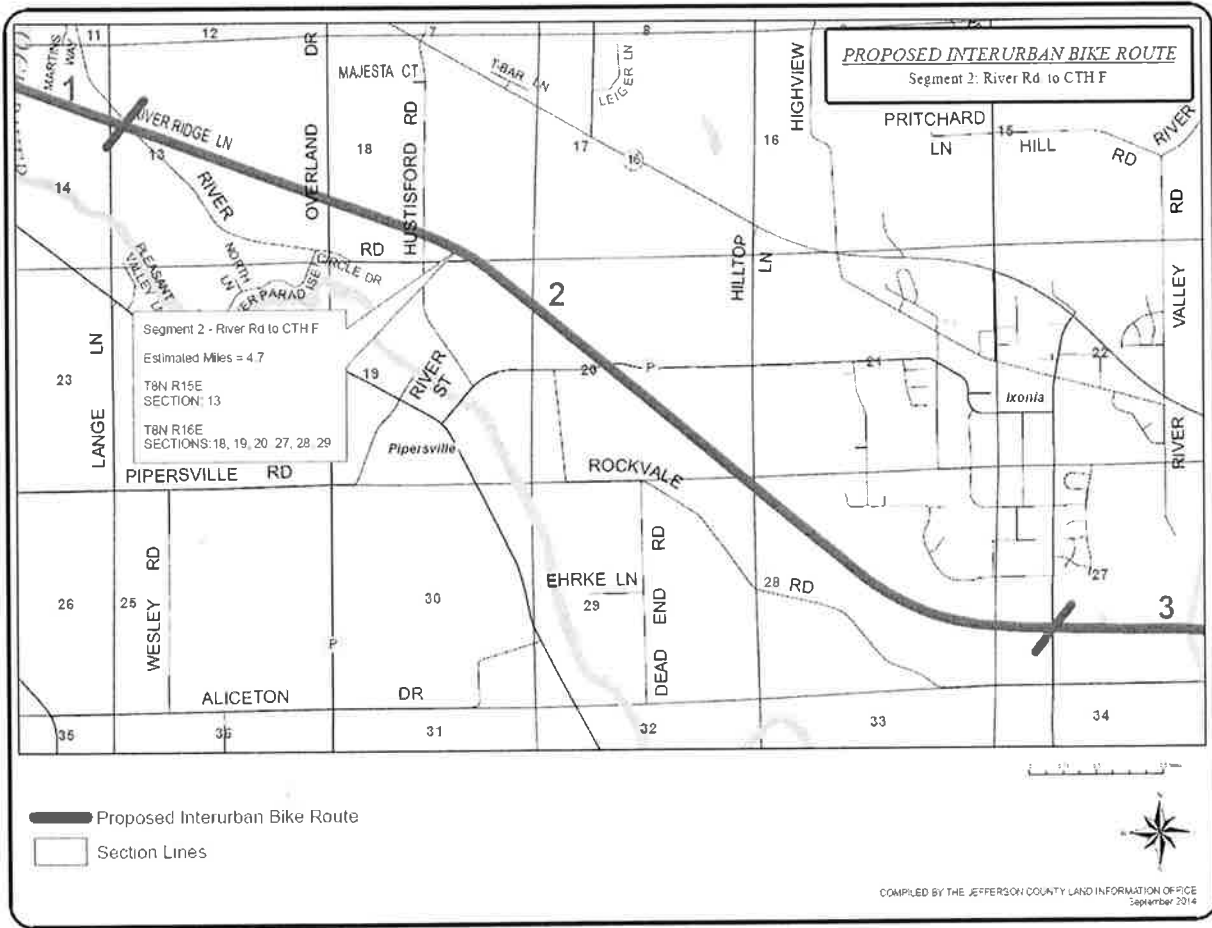
By: _____
Name: Benjamin Wehmeier
Title: County Administrator

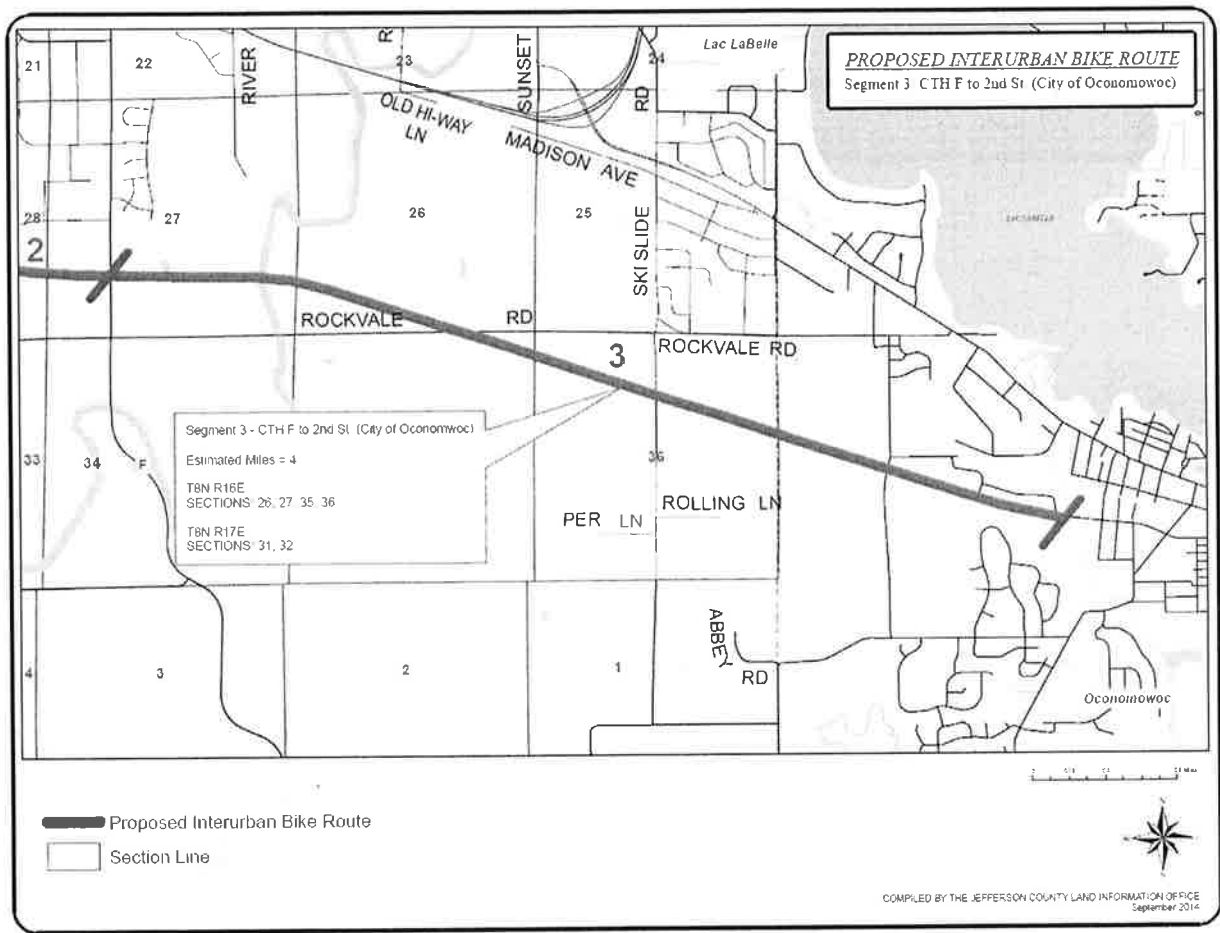
ATTEST:

By _____

This document was drafted by Julie Simmons on behalf of We Energies, P. O. Box 2046, Milwaukee, Wisconsin 53201.







**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 November 20 and December 18, 2014, and January 15, 2015, as required by law pursuant to Wisconsin Statutes, notice thereof having been given, and being duly advised of the wishes of the town boards and persons in the areas affected, hereby makes the following recommendations:

**APPROVAL OF PETITIONS R3768A-14, R3772A-14, R3773A-14,
R3774A-14, R3775A-14, R3776A-14, R3778A-14, R3780A-15,
R3782A-15 and R3783A-15**

DATED THIS 26TH DAY OF JANUARY 2015

Donald Reese, Secretary

THE PRIOR MONTH'S AMENDMENTS R3753A-14, R3755A-14, R3757A-14, R3758A-14, R3767A-14, R3769A-14, R3770A-14, R3771A-14 AND R3766T-14 ARE EFFECTIVE UPON PASSAGE BY COUNTY BOARD, SUBJECT TO WIS. STATS. 59.69(5).

ORDINANCE NO. 2014-_____**Amend Zoning Ordinance**

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

WHEREAS, Petition R3768A-14 was referred to the Jefferson County Planning and Zoning Committee for public hearing on November 20, 2014; Petitions R3772A-14, R3773A-14, R3774A-14, R3775A-14, R3776A-14 and R3778A-14 were referred for public hearing on December 18, 2014; and Petitions R3780A-15, R3782A-15 and R3783A-15 were referred for public hearing on January 15, 2015, and

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

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

**FROM RESIDENTIAL R-2 TO EXCLUSIVE AGRICULTURAL A-1
AND FROM A-1 TO R-2**

Rezone 0.35 acre of PIN 014-0614-1323-000 (17.445 acres) owned by Claude Klettke from R-2 to A-1 to better reflect its current use. Rezone 0.10 acre of that PIN from A-1 to R-2 to allow its transfer to adjacent property owners, the Klettkes to enlarge their residential lot. Rezone 0.12 acre of PIN 014-0614-1414-008 (0.5 acre) owned by the Klettkes from A-1 to R-2 to better reflect its current residential use. The sites are near **N3932 CTH N** in the Town of Jefferson. Rezoning is conditioned upon either recording of a certified survey map or deed transfer document for the property. (R3772A-14 & R3773A-14 – Dan Petty/ Claude Klettke and Daniel & Debbie Petty Trust properties)

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

Rezone PIN 020-0814-0931-000 (3 acres) at **N9045 CTH Q** in the Town of Milford to allow consideration of a conditional use for conference center, banquet hall and event facility as an adaptive reuse of a barn. (R3774A-14 – Duane & Anita Bennett)

Rezone PIN 022-0613-3121-000 (3 acres) at **W9595 CTH C** in the Town of Oakland to allow for a conditional use nursery operation. (R3775A-14 – Michael Blackburn)

**FROM A-T, AGRICULTURAL TRANSITION TO A-3,
AGRICULTURAL/RURAL RESIDENTIAL**

Rezone to create a 1-acre building site near **W7526 Koshkonong Mounds Road** in the Town of Koshkonong from PIN 016-0513-2434-026 (11.841 acres). This utilizes the last available A-3 zone for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval by the Town, upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement

private sewage systems, and upon approval and recording of a final certified survey map including extraterritorial plat review if necessary. (R3776A-14 – Gary & Jill Gramley)

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

Create a 4.1-acre lot around the home at **W8843 STH 106**, and two, 2-acre lots on **Loga Road**. The sites are in the Town of Sumner, on PIN 028-0513-1622-000 (41 acres). This utilizes the last available A-3 zone for the property; therefore it is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval by the Town, upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems and upon approval and recording of a final certified survey map for the lots. (R3768A-14 – Helen Jacobson LE/Charles & Thomas Jacobson)

Create a 2.5-acre farm consolidation lot at **N2732 Koch Road** in the Town of Hebron from part of PIN 010-0515-1224-000 (40 acres). Rezoning is conditioned upon approval and recording of a final certified survey map for the lot. (R3780A-15 – Shirley Wagi/Lucht-View LLC property)

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

Create a 2-ac A-3 zone around the home at **W1926 Froelich Road** and a 22-acre Natural Resource zone adjacent to it. The sites are in the Town of Sullivan on PIN 026-0616-0823-000 (40.153 acres), 026-0616-0824-000 (18.46 acres) and 026-0616-0831-000 (10.004 acres). This utilizes the last available A-3 zone for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval for the Natural Resource zone, and upon approval and recording of a final certified map for the property. (R3782A-15 & R3783A-15 – Dave Froelich/Floyd & Sally Froelich Trust property)

**FROM A-3, AGRICULTURAL/RURAL RESIDENTIAL
TO N, NATURAL RESOURCE**

Rezone approximately 7.58 acres of PIN 012-0816-0834-000 (14.626 acres) and all of PIN 012-0816-0834-001 (1.007 acre) to Natural Resource. The property is near **W1965 Mystic Court** in the Town of Ixonia. Rezoning is conditioned upon approval and recording of a final certified survey map for the zone. (R3778A-14 – Thomas & Colleen Schlieve)

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

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by _____ 02-10-15
Planning & Zoning Committee

Deb Magritz: 02-03-15 APPROVED: Administrator *JM*; Corp. Counsel *JW*; Finance Director *PL*

**APPOINTMENTS BY COUNTY ADMINISTRATOR:
TO THE JEFFERSON COUNTY BOARD OF SUPERVISORS:
MEMBERS OF THE BOARD:**

By virtue of the authority vested in me under Section 59.18 of the Wisconsin Statutes, I do hereby appoint and request your confirmation of the following individual as a member of the designated Commission:

a. Sheriff's Civil Service Commission

William Gaugert, Sullivan, WI, for a 5 year term ending January 1, 2020. I respectfully request confirmation of this appointment.

AYES _____ NOES _____ ABSTAIN _____ ABSENT _____

b. Sheriff's Civil Service Commission

Kevin Purcell, Town of Koshkonong, WI, for a 5 year term ending January 1, 2020. I respectfully request confirmation of this appointment.

AYES _____ NOES _____ ABSTAIN _____ ABSENT _____

c. Mid WI Federated Library Systems Board

Jill Nadeau, Watertown, WI, for a 3 year term ending January 1, 2018. I respectfully request confirmation of this appointment.

AYES _____ NOES _____ ABSTAIN _____ ABSENT _____



JEFFERSON COUNTY BOARD

Jefferson County Courthouse
311 S. Center Avenue, Room 204 A
Jefferson, WI 53549
Telephone (920) 674-8607

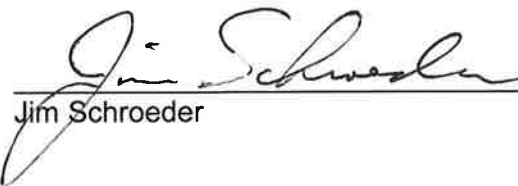
JIM SCHROEDER
County Board Chair

Board Rule 3.05(1)* Appointment to Standing Committee

I, Jim Schroeder, Chairman of the County Board of Supervisors, Jefferson County, Wisconsin, as the appointing authority for standing committees, hereby appoint Laura Payne to the Solid Waste/Air Quality Committee to fill an unexpired term ending April 19, 2016.

Effective December 8, 2014.

Dated this 8th day of December, 2014.



Jim Schroeder