

AGENDA

JEFFERSON COUNTY BOARD MEETING

Tuesday, August 10, 2010 7:00 p.m.

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

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENT BY COUNTY BOARD CHAIRMAN**
 - a. Use of Roll-Call remote control
 - b. Difference between excused and absent
5. **APPOINTMENT BY COUNTY BOARD CHAIRMAN**
 - a. Mary Delany as County Board Supervisor for District 17 (Page 1)
6. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**
7. **REVIEW OF THE AGENDA**
8. **APPROVAL OF COUNTY BOARD MINUTES – July 13, 2010 MEETING**
9. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum to Agenda)
 - b. Recognition of Outgoing Supervisor – Carol Ward Knox (Addendum to Agenda)
 - c. E-mail from JJ Johnson regarding Glacial Heritage Area purchase (Page 2-4)
 - d. E-mail from Kevin & Betsey Delorey regarding Glacial Heritage Area purchase (Page 5-7)
 - e. E-mail from Margaret Krueger regarding land purchase (Page 8)
 - f. Resolution – Addressing Purchase(s) of Land by Jefferson County for Park Purposes (Page 9-10)
10. **PUBLIC COMMENT**
11. **ANNUAL REPORTS**
 - a. Fair Park – Paul Novitzke
 - b. Highway – Bill Kern
 - c. Parks – Joe Nehmer
 - d. Veterans Service – Yvonne Duesterhoeft

COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES

12. **PLANNING & ZONING COMMITTEE**
 - a. Report – Approval of Petitions (Page 11)
 - b. Amend Zoning Ordinance (Page 12)
13. **ADMINISTRATION & RULES COMMITTEE**
 - a. Resolution – Placing advisory referendum question on November ballot (Page 13-14)

14. HIGHWAY COMMITTEE
 - a. Resolution – To approve settlement of Highway 26 land value litigation (Page 15-23)
15. FINANCE COMMITTEE
 - a. Resolution – For restoring fairness by correcting the disparate impact of the tax rate limit at a time of declining property values (Page 24)
16. PARKS COMMITTEE
 - a. Resolution – Approve county fish and game project grant application (Page 25)
17. COUNTY ADMINISTRATOR
 - a. Resolution – To approve Intergovernmental Agreement with the City of Watertown for Justice Assistance Grant funds (Page 26-28)
18. **APPOINTMENTS BY COUNTY ADMINISTRATOR**
 - a. Bill Kern, Highway Commissioner, as County Traffic Safety Coordinator effective July 14, 2010 (Page 29)
19. **APPOINTMENTS BY COUNTY BOARD CHAIRMAN**
 - a. Mary Delany, Jefferson, WI to the Economic Development Consortium, Human Resources, Infrastructure, and Strategic Plan Steering Committee (Page 30)
20. **APPOINTMENTS BY HUMAN SERVICES BOARD**
 - a. Nancy Haberman to the Aging and Disability Resource Center Advisory Committee (Page 31)
 - b. Leah Getty to the Aging and Disability Resource Center Advisory Committee (Page 31)
 - c. Mary Ann Steppke to the Aging and Disability Resource Center Advisory Committee (Page 31)
21. **ANNOUNCEMENTS**
22. **ADJOURN**

NEXT COUNTY BOARD MEETING, SEPTEMBER 13, 2010 7:00 P.M. ROOM 205

APPLICATION FOR APPOINTMENT

(See instructions for preparation on back)

Is this an amendment? Yes No

I, Mary Delany, being duly sworn, state that
(Candidate's name)

I am a candidate for the office of County Supervisor District #17
(Official name of office - Include district, branch or seat number)

representing _____
(Name of political party or statement of principle - five words or less)

and I meet or will meet at the time I assume office the applicable age, citizenship, residency and voting qualification requirements, if any, prescribed by the constitutions and laws of the United States and the State of Wisconsin, and that I will otherwise qualify for office, if appointed.

I have not been convicted of a felony in any court within the United States for which I have not been pardoned. I have not been convicted of a misdemeanor involving a violation of public trust for which I have not been pardoned.

My present municipality of residence for voting purposes is:

W5188 Meickwood Dr - Town of Jefferson
(Candidate's address for voting purposes - Include the number, street, and municipality where the candidate resides.)

My name as I wish it to appear on the official ballot is as follows:

Mary Delany
(Any combination of first name, middle name or initials with surname. A nickname may replace a legal name.)

Mary Delany
(Signature of candidate)

STATE OF WISCONSIN)
County of JEFFERSON) ss.
(County of notarization)

Subscribed and sworn to before me this 3rd day of August, 2010

Jammie J. Jaeger
(Signature of person authorized to administer oaths)

NOTARY SEAL
NOT REQUIRED

My commission expires N/A or is permanent.

Notary Public or _____
(Official title if not a notary)

EB-162 (Rev. 5/97) (Address 2/2004) The information on this form is required by §8.21, Stats., Art. XIII, Sec. 3, Wis. Const., and must be filed with the filing officer in order to have a candidate's name placed on the ballot. §§8.05 (1)(j), 8.10 (5), 8.15 (4)(b), 8.17 (2), 8.20 (6), 120.06 (6)(b), Stats.

This form is prescribed by the STATE ELECTIONS BOARD, P.O. Box 2973, Madison, WI 53701-2973, 608-266-8005
<http://elections.state.wi.us> seb@seb.state.wi.us

From: JJ Johnson [mailto:hobienut@gmail.com]

Sent: Wednesday, July 28, 2010 7:50 AM

Item # Kevin & Betsey Delorey

Cc: Richard Jones; Greg David; Augie Tietz; James Braugher; buchanan@execpc.com; dmorris@mbbc.edu; rickkuhlman@charter.net; Amy Rinard; lloydz@centurytel.net; Donald Reese; Ed Morse; psrogers66@yahoo.com; Steve Nass; johnm@jeffersoncounty.wi.us; Carol Ward Knox; Michael Miller; James Schroeder; Jan Rouu; Craig Peterson; George Jaeckel; Gregory Torres; Walt Christensen; zentner@jefnet.com; cjgdborland@compufort.com; Dick Schultz; Tammie Jaeger

Subject: Glacial Heritage Area

Hello Kevin and Betsey, other friends, and county board members,

I'm completely against this proposal and here's why.

1. This project is funded largely by grants. Whether the grants come from federal, state or local government, they always come from the taxpayer.
2. The UW claim that this will increase business in the Lake Mills area is dubious at best. At my count, we have no less than 5 parks in LM, and a beautiful lake in a city with a population under 5000. Adding more "green space" to this mix will not bring people to our area that don't already enjoy our parklands as they now exist.
3. 1000 jobs created? Please, think about that ridiculous claim. If any jobs are created at all, they will be permanent Wisconsin DNR and public works jobs that do absolutely nothing to cure this fiscal mess and will add to the onerous state pension obligations that we all have to shoulder.
4. While you state that the **purchase** will cost the county "zero". You eliminate from your discussion what additional funds will be required to operate this GHA. Who will mow the lawns, groom the trails, fix the asphalt, trim the trees? These will be almost certainly be state, or county employees.
5. What business is it of government to "encourage physical fitness and mental health"? Where, in our federal or state founding documents, does government get this charter?

Yesterday, Obama's own figures indicated that their budget deficit for 2011 has increased to \$1,400,000,000,000. This is not our national debt, this is the shortfall between the projected tax revenue, and the amount they will spend (income less expenses) **in one year!** This also uses their absurd assumption that the economy will grow by 3% in 2011, a claim that absolutely no one agrees with. Why do I bring this up? Because the federal government is on a binge spending spree, and so are many states and local municipalities. We do not need to add this park system to our burden.

I stand with the dissenting county board members for their cited reasons, and many, many more.

Its time that government says no, and its time we elect leaders that will follow through with that message.

JJ Johnson

On Fri, Jul 9, 2010 at 9:41 AM, Kevin & Betsey Delorey <delorey@charter.net> wrote:

Dear Friends,

Last fall, we heard DNR officials speak about their new long-range initiative called the Glacial Heritage Area. Briefly, the DNR has a plan to create a corridor from Watertown to Whitewater of park lands and trails for half or whole day outdoor recreational experiences-- like hiking, biking, paddling, picnicking, fishing, bird or wildlife watching, hunting, horseback riding, cross country skiing and so on. We were very impressed with the presentation and excited to see that Lake Mills in particular is very well-positioned at the center of the GHA. Studies show that Lake Mills is under an hour drive for over half of Wisconsin's population.

2

<http://www.dnr.state.wi.us/Org/land/facilities/glacial/index.html>

Initial impact studies show the great potential to bring extra revenue to this corridor from direct and indirect sources, ie—tourists would buy gas, maybe bait and bike tires, directly related to their trips, but, also, mom might generate indirect revenue with a visit to the antique store or flower/gift shop while dad and the kids hike. A study conducted by UW-Madison faculty quantified a potential "significant benefit to local communities." They projected an "estimated \$32 million each year in total value-added income would occur and that over 1,000 jobs might be created as a result.... If implemented, the GHA project could result in \$50 to \$100 million in direct travel-related spending in the area annually."

So basically this program will draw people to our area to enjoy our natural resources for the day, maybe spend the night, boost our economy and then they would travel back to their homes.

We are writing to let you know that next Tuesday, July 13 at 7pm, the Jefferson County Board will be discussing the acquisition of 123 acres on the north end of Rose Lake to become part of the Dorothy Carnes County Park just outside Fort Atkinson. This would be the county's first purchase under the new GHA project.

The cost is \$600,000 and the county will pay for this using a Stewardship Grant, a North American Wetlands Grant, some gift money they have and by selling off the house and three acres located on the property. There is opposition from some county board members who don't like the GHA and/or don't like the 65 acres or so of cropland that would be taken out of production. The county also needs to use \$30,000 of county funds up front to complete the deal - but they will get this back upon sale of the house and three acres. So the overall cost to the county budget is zero.

We wholeheartedly support this project!

- It will make natural resources more accessible in our state and help people improve their quality of life by encouraging physical fitness and mental health through outdoor activity.
- It will also bring much needed revenue to a large part of south central Wisconsin and create jobs.
- GHA will also place key parcels of land into conservancy for future generations.

The first purchase of the project was made last fall in Dodge County. If you would like to join us in supporting this first step in Jefferson County to keep the project rolling, here's what you can do:

1. Attend the County Board meeting—
Tuesday, July 13, 7:00 pm, 320 S Main St Jefferson WI, Rm 205
2. Email Barb Frank County Clerk and she will distribute your comments to board members at Tuesdays meeting:

barbf@jeffersoncountywi.gov<<mailto:barbf@jeffersoncountywi.gov>>

3. Email the County Board directly using the information below signature—

Thank you for your consideration of this important new venture--

Kevin & Betsey

Kevin & Betsey Delorey
N6376 Cedar Ln
Lake Mills, WI 53551

1. Copy list of email addresses below and paste into address line of new email.
2. Include at the top or bottom of the body of your email the following instruction to administrative assistant Tammie Jaeger:

“Please deliver copies of my email at the board meeting to the following board members who do not have email: Paul Babcock, Blane Poulson, Mike Burow, Vic Imrie, Jr.”

richardj@jeffersoncountywi.gov
;gregd@jeffersoncountywi.gov
;AugieT@jeffersoncountywi.gov
;jamesb@jeffersoncountywi.gov
;buchanan@execpc.com
;dmorris@mbbc.edu
;rickkuhlman@charter.net
;amyr@jeffersoncountywi.gov
;lloydz@centurytel.net
;donaldr@jeffersoncountywi.gov
;edm@jeffersoncountywi.gov
;psrogers66@yahoo.com
;steven@jeffersoncountywi.gov
;johnm@jeffersoncounty.wi.us
;carolk@jeffersoncountywi.gov
;michaelm@jeffersoncountywi.gov
;james@jeffersoncountywi.gov
;janr@jeffersoncountywi.gov
;craigp@jeffersoncountywi.gov
;georgej@jeffersoncountywi.gov
;gregoryt@jeffersoncountywi.gov
;walte@jeffersoncountywi.gov
;zentner@jefnet.com
;cjgdborland@compufort.com

;dicks@jeffersoncountywi.gov
;tammiej@jeffersoncountywi.gov

From: Kevin & Betsey Delorey [mailto:delorey@charter.net]

Sent: Monday, August 02, 2010 10:48 AM

To: JJ Johnson

Cc: Tammie Jaeger; Dick Schultz; cjgdborland@compufort.com; zentner@jefnet.com; Walt Christensen; Gregory Torres; George Jaekel; Craig Peterson; Jan Roou; James Schroeder; Michael Miller; Carol Ward Knox; johnm@jeffersoncounty.wi.us; Steve Nass; psrogers66@yahoo.com; Ed Morse; Donald Reese; lloydz@centurytel.net; Amy Rinard; rickkuhlman@charter.net; dmorris@mmbc.edu; buchanan@execpc.com; James Braughler; Augie Tietz; Greg David; Richard Jones

Subject: Re: Glacial Heritage Area

Hi JJ,

Thank you for your response to our email regarding the GHA purchase of land next to Jefferson County's Dorothy Carnes Park. As you know, the vote took place Tuesday, July 13 and the Jefferson County Board passed the purchase 18-10 after hearing a bunch of public input, mostly pro and some intense con. We hope you don't mind that we blind-copy this email to the recipients of our original email which you responded to below. Your comments were well thought out and well-written and we think it's important to foster public debate and work with facts.

I (Betsey) attended the board meeting on the 13th to speak in favor of the proposal. I was also genuinely interested in hearing the arguments against the purchase, because we couldn't really see a downside. Most of the opponents focused on the fiscal concerns you brought up below and yours and their criticisms were not without some merit. See a few of our thoughts below in red.

Public discussion of philosophical differences and political debate seems to be very acrimonious at this point in time throughout our country. It seems that many people take very extreme positions and are not willing to budge. We believe it's more important now than ever before in our lifetime that we relearn how to discuss tough questions respectfully and the art of compromise. Maybe compromise is not always possible and a decision will swing one way. Maybe next time as a constituency we make sure it swings back more the other way. That seems to be the successful history of American politics the first 200 years. The future of our way of life depends on the active involvement, good faith, good will, and common sense of an informed citizenry.

So thank you again for taking the time to put these thoughts together and sharing neighbor to neighbor. Rest assured that we will vote right along with you for cutting spending to curb the deficit and the debt in just about every other instance.

Kevin & Betsey

Kevin & Betsey Delorey
N6376 Cedar Ln
Lake Mills, WI 53551
920-945-0445

----- Original Message -----

From: JJ Johnson

To: Kevin & Betsey Delorey

Cc: richardj@jeffersoncountywi.gov ; gregd@jeffersoncountywi.gov ; AugieT@jeffersoncountywi.gov ; jamesb@jeffersoncountywi.gov ; buchanan@execpc.com ; dmorris@mmbc.edu ; rickkuhlman@charter.net ; amyr@jeffersoncountywi.gov ; lloydz@centurytel.net ; donaldr@jeffersoncountywi.gov ; edm@jeffersoncountywi.gov ; psrogers66@yahoo.com ; steven@jeffersoncountywi.gov ; johnm@jeffersoncounty.wi.us ; carolk@jeffersoncountywi.gov ; michaelm@jeffersoncountywi.gov ; jamess@jeffersoncountywi.gov ; janr@jeffersoncountywi.gov ; craigp@jeffersoncountywi.gov ; georgej@jeffersoncountywi.gov ; gregoryt@jeffersoncountywi.gov ; walte@jeffersoncountywi.gov ; zentner@jefnet.com ; cjgdborland@compufort.com ; dicks@jeffersoncountywi.gov ; tammiej@jeffersoncountywi.gov

Sent: Wednesday, July 28, 2010 7:49 AM

Subject: Glacial Heritage Area

Hello Kevin and Betsey, other friends, and county board members,

I'm completely against this proposal and here's why.

This project is funded largely by grants. Whether the grants come from federal, state or local government, they always come from the taxpayer. Certainly government runs on our money. The grant money being used for this purchase has already been budgeted. If it was not spent on Jefferson County projects, it would have been spent somewhere else in the State. It's not like, if we didn't pursue the grants, that the money would not have been spent, just spent elsewhere. The time to influence or cut this type of expenditure is during the budget process.

- The UW claim that this will increase business in the Lake Mills area is dubious at best. At my count, we have no less than 5 parks in LM, and a beautiful lake in a city with a population under 5000. Adding more "green space" to this mix will not bring people to our area that don't already enjoy our parklands as they now exist. GHA is designed for half or whole day outdoor recreational experiences, like hiking, biking, horsebacking riding or paddling trails. It's opportunities are not the same thing as playing on a playground at a neighborhood park yet GHA experiences don't require extensive travel or a week off work either, making them affordable and potentially filling a niche that could bring more discretionary spending into our area.

- 1000 jobs created? Please, think about that ridiculous claim. If any jobs are created at all, they will be permanent Wisconsin DNR and public works jobs that do absolutely nothing to cure this fiscal mess and will add to the onerous state pension obligations that we all have to shoulder. The GHA is a long range plan which will be accomplished one small purchase at a time. It could very well take the next 30-50 years to complete. It wouldn't be 1,000 jobs tomorrow by any means, but, when fully developed, could easily generate that many jobs in the public and private sectors.
- While you state that the **purchase** will cost the county "zero". You eliminate from your discussion what additional funds will be required to operate this GHA. Who will mow the lawns, groom the trails, fix the asphalt, trim the trees? These will be almost certainly be state, or county employees. As far as maintenance costs, we understand that the park was about 300 acres and this new purchase added 123 acres so an increase of about 30% in size. The incremental cost of caring for this extra parcel since the manpower and equipment for the existing park are already there, will be minimal.

The current plan is to crop the 123 acres for the first 5 years which will bring in about \$9-11,000 per year, approx. \$50,000. Then the parcel will be converted to native prairie grasses. The parcel will have very light development, possibly a meandering 1-1.5 mile bike trail along the east side of the lake. The annual maintenance costs mostly for prairie burns will run less than \$1,000 per year so the cropping revenue could potentially cover that for 50 years. So if not a zero sum proposition for the County, it's nvery very close...and then you have to weigh the costs and the benefits.

- What business is it of government to "encourage physical fitness and mental health"? Where, in our federal or state founding documents, does government get this charter? Here is where we may have widely diverging opinions. The World Health Organization reported in 1998 that in the USA, the percentage of overweight children (aged 5-14 years) has doubled in the last 30 years, from 15% to 32%. Their projections, from extrapolating existing data, suggest that by the year 2025 levels of severely overweight adults could be as high as 45-50% in the USA. The CDC reports Wisconsin at 25% obesity, that is 1 in four of us!

This from the International Obesity Task Force...

"Often over shadowed by the health and social consequences of obesity is the economic cost to society and to the individual. In 1995, for example, in the USA the total economic cost attributable to obesity was estimated at \$99 billion (Wolf & Colditz 1998)... In addition to the direct costs of obesity are costs in terms of the individuals (including ill health and reduced quality of life (intangible costs)) and society in terms of loss of productivity due to sick-leave and premature pensions (indirect costs). Prevention is clearly more cost effective than treatment, both in terms of economic and personal costs. Health care providers and policy makers need to appreciate the importance of obesity and its prevention, and develop effective [policies] and [programs] to prevent obesity."

This from Time Magazine, Tallying Mental Illness' Costs...

"Each year the economic cost of untreated mental illness is staggering — over \$100 billion on untreated mental health disorders and \$400 billion on addiction disorders," Sullivan said. "Our country cannot afford to continue losing \$500 billion a year to these treatable diseases."

Expert opinions and statistics may vary but there is a common sense as well as medically-recognized correlation between exercise and physical and mental health and productivity. It's a lot cheaper and we'd argue many times more effective to treat physical and mental disease with exercise-induced endorphins (to the extent possible) in place of pharmaceuticals and surgeries and group homes!

Plans like GHA should be part of a comprehensive approach aimed at better health to entice people to exercise more and take personal responsibility for their health. These are extremely important public policy decisions, which gain their directive from the same laws that gave authority for smoking bans and motorcycle helmet laws that protect people (and those around them) from the costly consequences of bad decisions. And that \$99 billion + 100 billion + 400 billion annually could go a long way towards paying down the debt. That's something I think we can agree on!

Yesterday, Obama's own figures indicated that their budget deficit for 2011 has increased to \$1,400,000,000,000. This is not our national debt, this is the shortfall between the projected tax revenue, and the amount they will spend (income less expenses) **in one year!** This also uses their absurd assumption that the economy will grow by 3% in 2011, a claim that absolutely no one agrees with. Why do I bring this up? Because the federal government is on a binge spending spree, and so are many states and local municipalities. We do not need to add this park system to our burden. We are all frustrated with the exorbitant debt and feeling it in our wallets but it doesn't mean we can cut out all spending. If we cut out all spending, we don't just have a sick economy, we have no economy, and that would not be better for anyone. It would be like throwing the train in reverse going 100 mph.

I stand with the dissenting county board members for their cited reasons, and many, many more.

Its time that government says no, and its time we elect leaders that will follow through with that message. Agreed.

JJ Johnson
Have a good week, JJ and all—
Kevin & Betsey

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<http://www.dnr.state.wi.us/Org/land/facilities/glacial/index.html>

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barbf@jeffersoncountywi.gov<<mailto:barbf@jeffersoncountywi.gov>>
3. Email the County Board directly using the information below signature—

Thank you for your consideration of this important new venture--

Kevin & Betsey
Kevin & Betsey Delorey
N6376 Cedar Ln
Lake Mills, WI 53551

Copy list of email addresses below and paste into address line of new email.

1. Include at the top or bottom of the body of your email the following instruction to administrative assistant Tammie Jaeger:

"Please deliver copies of my email at the board meeting to the following board members who do not have email: Paul Babcock, Blane Poulson, Mike Burow, Vic Imrie, Jr."

richardj@jeffersoncountywi.gov gregd@jeffersoncountywi.gov AugieT@jeffersoncountywi.gov jamesb@jeffersoncountywi.gov buchanan@execpc.com	dmorris@mbbc.edu rickkuhman@charter.net amyr@jeffersoncountywi.gov lloydz@centurytel.net donalldr@jeffersoncountywi.gov edm@jeffersoncountywi.gov psrogers66@yahoo.com steven@jeffersoncountywi.gov johnm@jeffersoncounty.wi.us carolk@jeffersoncountywi.gov	james@jeffersoncountywi.gov janr@jeffersoncountywi.gov craigp@jeffersoncountywi.gov georgcj@jeffersoncountywi.gov gregoryt@jeffersoncountywi.gov waltc@jeffersoncountywi.gov zentner@jefnet.com cjgdborland@compufort.com dicks@jeffersoncountywi.gov tammiej@jeffersoncountywi.gov
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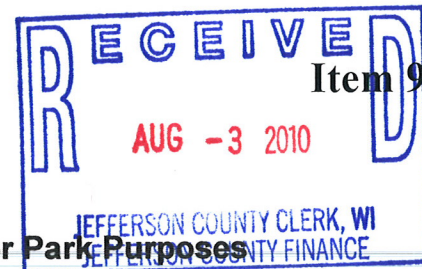
Item 9e
Barb Frank

jud. 7/18/2010 C Board

From: Margaret Krueger [ralphandmargy@charter.net]
Sent: Sunday, July 18, 2010 9:32 PM
To: Barb Frank
Subject: Land purchase

We are in favor of the purchase of land adjacent to Rose Lake. It is an opportunity that should not be missed. The Glacial Heritage Recreational area is a wonderful concept that should make everyone in Jefferson County proud.

Ralph and Margaret Krueger
W8170 Elm Point Road
Lake Mills WI 53551
920-648-3908



RESOLUTION # 8-10

Addressing Purchase(s) of Land by Jefferson County for Park Purposes

Whereas: Jefferson County presently owns Three Hundred and Ninety Five (395) acres of land in the Town of Jefferson that are designated as County Park and recreation areas, and

Whereas: Jefferson County purchases of land contained within the Town of Jefferson for parks removes the property from the Town's taxable base which also includes taxes collected by the Town for payment to the School Districts, the Technical College District, the State and County, and

Whereas: this has the effect of apportioning the Town's tax levy and the School District, Technical College District, State and County taxes to the remaining properties within the Town resulting in an increase to other Town residents, and

Whereas: Jefferson County makes no payments in lieu of taxes to the Town, Districts, State or County, and

Whereas: the *Town of Jefferson Comprehensive Land Use Plan 2010-2030*, adopted June 7, 2010, includes under a Natural Resource Goal that the Town of Jefferson "Recognizes the importance of existing parks for recreation, exercise, and natural resources preservation...", the Goal also states the Town will "Petition Jefferson County to institute payments in lieu of property taxes to the Towns and schools on County-owned properties." and

Whereas: costs to the Town of Jefferson for County parks remain including road maintenance and other Town services, and,

Whereas: Jefferson County has substantially reduced funds for maintaining Park properties, and

Whereas: Jefferson County has reduced or eliminated essential services to County residents and has reduced or eliminated direct quality of life services to County residents.


Be it Resolved: that the Jefferson Town Board object to the proposed purchase of the 120 acre Kemmeter property to add additional County Park area, and

Be it further resolved: that the County institute a process by which the Town of Jefferson is substantially involved in Jefferson County proposals for purchases of additional land or properties located within the Town of Jefferson for use as County parks or recreation areas, and

Now, therefore, be it resolved by the Town of Jefferson, Jefferson County, Wisconsin that Jefferson County provide a cost and benefit analysis of taxes and other fiscal items that impact the Town of Jefferson residents for any proposed purchase of land or property within the Town of Jefferson for park purposes.

Submitted by Supervisor Emons,
August 2, 2010

Adopted this 2nd day of August, 2010




Donald Bigelow, Chairperson



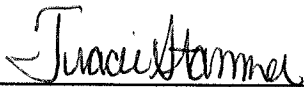
Tyson Barnes, Supervisor



Nancy Emons, Supervisor




Jeffrey Larson, Supervisor



Tracie Stammer, Supervisor

ATTEST TO:



Bonnie L. Ames, Clerk

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

The Jefferson County Planning and Zoning Committee, having considered a petition to amend the zoning ordinance of Jefferson County, filed for public hearing held on July 15, 2010, as required by law pursuant to Wisconsin Statutes, notice thereof having been given, and being duly advised of the wishes of the town board and persons in the area affected, hereby makes the following recommendation:

APPROVAL OF PETITION 3487A-10

DATED THIS TWENTY-SIXTH DAY OF JULY, 2010

Donald Reese, Secretary

THE EFFECTIVE DATE OF THE PRIOR MONTH'S AMENDMENTS, 3485T-10 & 3486A-10, IS
JULY 17, 2010.

Deb Magritz: 07-29-10

08-10-10

Item 12b

ORDINANCE NO. 2010-_____

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

WHEREAS, Petition 3487A-10 was referred to the Jefferson County Planning and Zoning Committee for public hearing on July 15, 2010, and

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

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

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

Rezone to create an approximate 1.5-acre rural residential building site on STH 89 in the Town of Jefferson from part of PIN 014-0614-2811-000 (19 acres). This prime ag land lot utilizes the last available A-3 zone for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon driveway access approval by the WI Department of Transportation, upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems, upon approval and recording of a final certified survey map for the lot including extraterritorial plat review if necessary, and upon payment to the State of Wisconsin of an approximate \$1,368 conversion fee for rezoning out of the A-1 Agricultural district. The rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3487A-10 – Marles Staude/Lynn Staude/DK Munns, RM Johnson, Lynn A & Lee W Staude property)

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Ordinance Requested By
Planning and Zoning Committee

08-10-10

Deb Magritz: 7-29-10

RESOLUTION NO. 2010-____

Resolution placing advisory referendum question on November ballot

WHEREAS, according to the Legislative Fiscal Bureau, over the past decade, the State of Wisconsin has transferred approximately \$1.2 billion from its segregated transportation fund to its general fund and replaced it with approximately \$800 million in General Obligation (GO) bonds, thereby, reducing the amount available for transportation purposes by approximately \$400 million; and

WHEREAS, Wisconsin's practice of transferring money from the segregated transportation fund to the general fund has eroded the public's confidence that the "user fees" they pay through the state gasoline tax and vehicle registration fees will be used for their intended purpose; and

WHEREAS, Wisconsin's practice of replacing the dollars transferred from the state's segregated transportation fund with GO bonds puts our state in the precarious position of bonding to fund ongoing operations; and

WHEREAS, the Pew Center on the States recently released a report that included Wisconsin as having one of the ten worst budget situations in the country and specifically cited transferring money from the transportation fund to fund ongoing operations as an example of one of the practices that has put Wisconsin in such an untenable position; and

WHEREAS, the debt service for these bonds will have to be paid for out of the state's general fund which hinders its ability to fund other programs in the future like Shared Revenue, Youth Aids, Community Aids and courts; and

WHEREAS, using the state's general obligation (GO) bonds in this way has hurt the state's bond rating with a report issued by CNN in 2009 listing Wisconsin as having the second worst GO bond rating in the country; and

WHEREAS, gas tax and vehicle registration fees comprise over 90% of the state's segregated transportation account, which revenues have been declining and are inadequate to meet the existing transportation needs in this state; and

WHEREAS, Wisconsin's transportation infrastructure is a fundamental component in its ability to attract and retain business and produce jobs; and

WHEREAS, the citizens of Jefferson County deserve the right to have their voices heard on this important issue; and

WHEREAS, providing constitutional protection much like our neighbors in Minnesota, Iowa, Michigan and Ohio already have is the only way to ensure that this practice will not continue;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Board of Supervisors that the following question will be put to the voters of Jefferson County in an advisory referendum during the November 2010 election:

Should the Wisconsin Constitution be amended to prohibit any further transfers or lapses from the segregated transportation fund?

and;

BE IT FURTHER RESOLVED that the County Clerk is directed to cause a copy of the Notice of Referendum to be published in the County's official newspaper as required by law; and

BE IT FURTHER RESOLVED that the County Clerk is directed to provide a copy of this resolution and a copy of the results of the advisory referendum to Jefferson County's legislative representatives and the Wisconsin Counties Association.

Fiscal Note: Additional publication and ballot costs are estimated to range between \$1,000 and \$3,000.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Administration & Rules Committee
and Highway Committee

08-10-10

Bill Kern and Phil Ristow: 08-03-10

RESOLUTION NO. 2010-____

Resolution to approve settlement of Highway 26 land value litigation

WHEREAS, the State of Wisconsin Department of Transportation needed to acquire 65.5 acres of the County Farm for the Highway 26 Jefferson bypass, and

WHEREAS, the State initially appraised said land (including about 14 acres of limited easements during the construction) for \$1,192,800 or about \$18,000 per acre, and

WHEREAS, Resolution 2008-16 authorized transfer of the acreage sought by DOT and authorized the County Administrator to contract for specialized legal services on a contingent fee basis to contest the value received, and

WHEREAS, the State increased its offer to \$1,344,550 after it was apparent the County would appeal, and

WHEREAS, Michael Bauer, then of Murphy Desmond, S.C., and now of Bauer and Bach, LLC, was retained on a contingent fee basis to process the appeal, which contingent fee provided for legal fees to be paid in the amount of one-third of the recovery if the recovery exceeded 15% of the base amount paid by DOT, and

WHEREAS, mediation with the Department of Transportation representatives took place on July 20, 2010, resulting in a proposed settlement, subject to final approval by the County Board, which settlement provides for payment by DOT of an additional \$450,000 to the County for damages, attorney's fees and costs, and

WHEREAS, the Corporation Counsel and Attorney Bauer recommend approval of the proposed settlement which will yield a net to Jefferson County of \$316,638.33 after payment of costs and attorney's fees, which includes a fee reduction of \$33,333 by Attorney Bauer as part of the settlement negotiations, and a final per acre amount paid to the County of \$25,147.

NOW, THEREFORE, BE IT RESOLVED that the Memorandum of Understanding resolving the outstanding litigation in return for payment of \$450,000 by Wisconsin Department of Transportation to Jefferson County shall be and is hereby approved.

BE IT FURTHER RESOLVED that the County Administrator and Corporation Counsel are authorized to execute any and all documents necessary to fulfill the terms of the Memorandum of Understanding, with proceeds to be distributed as set forth in the settlement statement from Bauer and Bach, LLC.

Fiscal Note: DOT originally offered \$1,192,800. The offer was increased by \$151,750 to \$1,344,550 when the County indicated its willingness to appeal. The additional \$450,000 from this settlement will be distributed in the amount of \$25,042.67 for costs, \$108,319 for attorney's fees (a reduction of \$33,333 from the one-third contingent fee contract amount), and a net due Jefferson County of \$316,638.33. After all is said and done, the County will net \$468,388 more than DOT's first offer, for a total of about \$25,150 per acre. In accordance with prior resolutions of the Board, the Finance Committee shall recommend allocations of funds received for sale of county farmland.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Finance Committee

08-10-10

Phil Ristow: 08-04-10

JEFFERSON COUNTY,

Plaintiff,

v.

Case No. 09-CV-0395

WISCONSIN DEPARTMENT OF TRANSPORTATION,

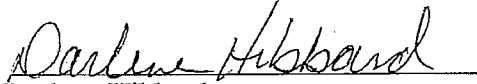
Defendant.

MEMORANDUM OF UNDERSTANDING

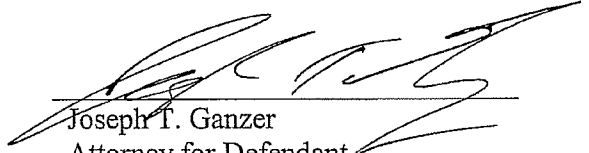
The parties to the above captioned matter have reached a full and final settlement of any and all claims involved in the above captioned matter as follows:

1. Wisconsin Department of Transportation (DOT) will pay the sum of \$450,000.00 within 30 days of county board approval. Such sum will be in addition to any money previously paid and shall be in full satisfaction of any and all sums to which the plaintiff may be entitled as a result of the condemnation in the above captioned matter.
2. This settlement is conditioned upon the approval of the Board of Supervisors of Jefferson County. Counsel for the county will unanimously recommend acceptance of the terms of this agreement and use all good faith efforts to achieve approval of the terms of this agreement. This will be submitted for their approval at the next scheduled board meeting on August 10, 2010. All documents required will be submitted by August 3, 2010.
3. Plaintiff will execute releases and any legal documents contemplated by the terms of the settlement upon payment of the sum provided in paragraph 1 above.
4. The parties recognize that this agreement is legally enforceable in a court of law but contemplates the preparation and execution of additional documents. All parties pledge their good faith efforts in the preparation and execution of all documents contemplated by the terms of this agreement.
5. Upon payment provided in paragraph 1 plaintiff will dismiss with prejudice and without costs the above captioned matter.


Dated this 20th day of July, 2010.



Darlene Hibbard
Department of Transportation



Joseph T. Ganzer
Attorney for Defendant



Michael Bauer
Attorney for Plaintiff



Philip C. Ristow
Jefferson County
Corporation Counsel

123 E. MAIN STREET
SUITE 300
MADISON, WI 53703
608.260.0000
FAX 608.260.0002

Bauer & Bach, LLC

ATTORNEYS AT LAW

Daniel P. Bach
Michael R. Bauer
Peggy A. Lautenschlager
Of Counsel

Mr. Phil Ristow
Jefferson County Corp. Counsel
320 S Main St
Jefferson, WI 53549

TOTAL RECOVERY **\$450,000.00**
 -25,042.67 Expenses (see below)

 Subtotal **\$424,957.33**

 Attorneys Fees **\$108,319 (\$141,652)**

 Due Jefferson County **\$316,638.33**

EXPENSE REIMBURSEMENTS

8/1/2009	Filing Fee	294.49
11/1/2009	Jenkins appraisal	\$8500.00
11/30/2009	copies/postage	\$159.54
11/30/2009	maps	\$408.92
12/2/2009	witness fee – John Rolling	\$18.00
12/28/2009	Solberg subpoena service	\$23.00
12/28/2009	Solberg subpoena service	\$33.00
12/28/2009	Vesperman subpoena service	\$12.50
12/28/2009	Rolling subpoena service	\$12.50
12/28/2009	Birrenkott subpoena service	\$12.50
12/28/2009	Birrenkott subpoena service	\$12.50
12/28/2009	Kuehn subpoena service	\$12.50
12/28/2009	Hertz subpoena service	\$12.50
12/28/2009	subpoena service mileage	\$4.50
12/31/2009	MRB mileage	\$57.75
6/7/2010	copies	\$13.19
6/7/2010	copies	\$21.90
6/19/2010	MacWilliams Consulting	\$3,000.00
6/25/2010	exhibit prints	\$197.16
6/25/2010	copies	\$58.60

6/25/2010	research	\$154.20
6/25/2010	Vesperman deposition transcripts	\$155.00
6/25/2010	MRB mileage	\$55.00
6/29/2010	research Westlaw	\$19.95
7/13/2010	Rollings Deposition/transcript	\$1,242.48
7/13/2010	Jenkins deposition transcripts	\$201.00
7/15/2010	Jenkins prep; depo and consult	\$8750.00
7/14/2010	overnight postage to Judge Myse	\$15.70
7/30/2010	overnight postage to Judge Myse	\$15.70
7/31/2010	mediation fee	\$887.50
7/31/2010	exhibits	\$204.41
7/31/2010	Rolling deposition	\$360.95
7/31/2010	exhibits/copies	\$85.77
7/31/2010	exhibits/copies	\$29.96
Total Reimbursable Expenses		\$25,042.67

ATTORNEY RETAINER CONTRACT

This Attorney Retainer Contract is between the County of Jefferson, by its Administrator, Gary R. Petre , whose address is currently 320 S. Main St, Jefferson WI 53549 (hereinafter "Client"), and Murphy Desmond S.C., Michael R. Bauer, 2 East Mifflin Street, Suite 800, P.O. Box 2038, Madison, Wisconsin 53701-2038 (hereinafter "Murphy Desmond"), who agree as follows:

1. This Attorney Retainer Contract relates to the provision of legal services to Client in regard to any eminent domain valuation litigation and any claim and/or litigation for relocation benefits relative to the acquisition by the State of Wisconsin Department of Transportation of that property owned by Client, in conjunction with the road construction project known as Highway 26 in Jefferson County, Wisconsin ("Project").
2. That Murphy Desmond will provide legal representation to Client to the best of its abilities in regard to the acquisition described in paragraph 1, above.
3. Murphy Desmond shall receive a fee if the Client receives an amount greater than the jurisdictional offer ("Offer") or award of damages ("Award") or amount stated in conveyance ("Conveyance"), whichever is applicable, as set forth below. Any amount obtained for Client above the amount of the Offer, Award or Conveyance shall be known as the Recovery. If the Recovery exceeds the Offer, Award or Conveyance by 15% or more, the fee will be a contingent fee equal to the greater of the following:
 - a) One-third of the Recovery;
 - b) Actual hours incurred based upon an hourly rate of \$325.00 per hour.
4. That if such litigation is appealed by either party to the Court of Appeals, then the fee owed Murphy Desmond under subsection 3 (a) above shall to forty percent (40%) of any Recovery, including interest thereon, after such appeal has been initiated.
5. That if either party to such litigation or any court upon its own motion, files a Petition to the Wisconsin Supreme Court for Certiorari Review, then Murphy Desmond will be paid a total of 50% of any such excess compensation, including interest thereon, after such appeal has been initiated.
6. If the Recovery does not equal or exceed 15% of the Offer, Award or Conveyance, no compensation is due to Murphy Desmond.
7. Murphy Desmond will take whatever steps may be necessary to secure reimbursement of litigation expenses for Client as part of its work under this Attorney Retainer Contract.
8. Murphy Desmond will consult with Client about hiring expert witnesses, but retains the right, in its sole discretion, to make the decision to select and retain those experts

it deems necessary for the litigation. Client agrees not to hire any expert witnesses, including real estate appraisers, without the prior consent of Murphy Desmond.

9. Regardless of whether any excess compensation is recovered by Murphy Desmond, Client will pay the direct costs of litigation, including, but not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs and expenses, long distance telephone charges, messenger service fees, photocopying expenses, process service fees, travel expenses, witness fees, photographer expenses, consultant fees, jury fees, research and computerized research fees, and the costs of obtaining and presenting evidence.
10. That no representations of any sort whatsoever have been made to Client by Murphy Desmond in regard to the likely outcome of any litigation conducted in accordance with this Attorney Retainer Contract.
11. Client has been advised that legal services could be rendered in this matter on an hourly basis, in which case such fees would be billed to client and payable by client regardless of the outcome this litigation, but client hereby elects to be bound by the contingent fee/hourly rate agreement set forth in this Attorney Retainer Contract. Client further realizes that the contingent fee for services set forth herein is not set by law, and is negotiable between Murphy Desmond and Client.
12. Client agrees not to make any settlement or engage in any negotiations, unless Murphy Desmond is present or consents and Murphy Desmond agrees to make no settlement without Client's consent.
13. Murphy Desmond may, at its sole discretion and expense, associate with any other attorney or attorneys in representing Client's claim.
14. Client has been advised that at any time during the handling of his case, Murphy Desmond may recommend that the case not be continued for good and sufficient reasons, including, but not limited to, little or no likelihood of success on the claim's merits; a lack of available sums to satisfy the claim; should it be successful; or, that the costs of prosecution could exceed the value of recovery. In the event they make such a recommendation to discontinue, which Client rejects, Client hereby agrees that Murphy Desmond may withdraw as Client's attorneys in consideration of Murphy Desmond's agreement to give Client due notice of Murphy Desmond's withdrawal. Both Client and Murphy Desmond agree to execute and return a signed Substitution of Attorney form immediately upon receipt should another attorney be engaged to continue prosecution of Client's claim.
15. Client has been advised by Murphy Desmond that Murphy Desmond will undertake every reasonable effort to bring Client's claim to a successful conclusion prior to trial. If Murphy Desmond negotiates a settlement offer prior to trial which Murphy Desmond recommends Client accept, Client has the right to reject such recommendation. If Client chooses to reject Murphy Desmond's recommendation,

then Client agrees Client will not object to Murphy Desmond's withdrawing as Client's attorneys upon giving Client due notice of its withdrawal. In the event Murphy Desmond withdraws as Client's attorneys after Client has received a settlement offer following the commencement of a Circuit Court action, which settlement offer is accepted, then Client gives Murphy Desmond a valid lien in the amount of its costs and disbursements to the date of withdrawal, and any fees owed to date pursuant to this Agreement if the case settled after Circuit Court action has been commenced by the filing of a summons and complaint.

16. Client may discharge Murphy Desmond at any time by written notice effective when received by Murphy Desmond. Unless specifically agreed by Murphy Desmond and Client, Murphy Desmond will provide no further services and advance no further costs on Client's behalf after receipt of notice. If Murphy Desmond is Client's Attorney of Record in any proceeding, Client will execute and return a Substitution of Attorney form immediately on its receipt from Murphy Desmond. Notwithstanding the discharge, Client will be obligated to pay Murphy Desmond out of the recovery, a reasonable attorney fee for all services provided and fully reimburse Murphy Desmond for all costs advanced, and give Murphy Desmond a lien for same. Any disputes arising under this agreement shall be resolved in the Circuit Courts in the State of Wisconsin, and all persons signing this agreement submit to the jurisdiction thereof.
17. Client shall keep Murphy Desmond advised of any change in address or status; shall appear on reasonable notice at any and all depositions and court appearances, and shall comply with all reasonable requests of Murphy Desmond in connection with the preparation and presentation of Client's claim.

This agreement shall be binding upon the parties, their heirs, executors or assigns. The agreement is not binding until signed by a representative of the firm of Murphy Desmond S.C.

I have read and understand the above.

Dated at Madison, Wisconsin, this 13th day of April, 2009.

CLIENT:

MURPHY DESMOND S.C.

By: 
Administrator, County of Jefferson

By: 

Item 15a

RESOLUTION NO. 2010-_____

“Support for restoring fairness by correcting the disparate impact of the tax rate limit at a time of declining property values”

WHEREAS, counties are subject to two separate levy constraints, the 3% “levy freeze cap” Wis. Stats. 66.0602 and the “tax levy rate limit” Wis. Stats. 59.605(2); and

WHEREAS, the “levy freeze cap” permits all counties to increase the operating tax levy by up to 3%, and the “tax rate limit” establishes the 1992 operating levy rate for each county as the maximum ceiling, not permitting the county to exceed this 1992 rate unless approved by a referendum; and

WHEREAS, the Operating Levy Tax Rate is a function of the levy divided by the Total Equalized Value, so that in a time of declining property values, some counties will quickly reach the 1992 operating rate limit and would not be able to increase their operating tax levy by the 3% permitted for all counties to meet the rising costs of underfunded mandated programs; and

WHEREAS, Jefferson County has over \$1M of unused tax levy authority under the levy freeze cap, yet would be unable to increase the operating levy by 3% if property values declined to where the tax rate would exceed the 1992 operating levy rate of \$4.6699; and

WHEREAS, establishing the 3% allowable increase of Wis. Stats. 66.0602 (1)(d) as the controlling factor over the 1992 rate limit would be an alternative to a referendum permitting a county to exceed the 1992 rate, while still restricting the rise in a county tax levy so that all counties would be permitted the same 3% limit.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors urges the Wisconsin Counties Association to support legislation in its legislative platform to correct the disparate impact on some Wisconsin counties of the tax rate limit at a time of declining property values by adding the following exception for a county to exceed the 1992 rate limit in addition to the referendum option:

§59.605 (3) TAX BASE: If a county’s allowable levy under §66.0602(1)(d) is greater than the allowable levy under §59.605 (2), then the county is exempt from the limit under §59.605(2) in that tax year, and the Department of Revenue shall modify the Operating Levy Rate for subsequent years to this new rate.

Fiscal Note: If the Wisconsin Counties Association is successful in gaining this legislative change, all counties would be subject to the same 3% limit, regardless of decline in property values because of the recession. Adoption of this resolution will not have a fiscal impact to the County.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

Requested by Finance Committee

08-10-10

Gary Petre and Phil Ristow: 08-03-10

RESOLUTION NO. 2010-_____

Approve county fish and game project grant application

WHEREAS, the State of Wisconsin enacted legislation providing for allocation of funds to the respective counties on an acreage basis for the county fish and game projects on the condition that the counties match the state allocation, and

WHEREAS, Jefferson County desires to participate in county fish and game projects pursuant to the provisions of s. 23.09(12) of the Wisconsin Statutes,

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Board of Supervisors, that the Board is hereby authorized to expend the funds appropriated and the funds to be received from the State of Wisconsin for the improvement of fish and wildlife habitat, and to operate and maintain or to cause to be operated and maintained the projects for their intended purpose, and

BE IT FURTHER RESOLVED that the Jefferson County Board authorizes the Parks Director to act on behalf of Jefferson County to submit a state grant application to the Wisconsin Department of Natural Resources (DNR) for financial aid for county fish and game projects; sign documents; and take necessary action to undertake, direct and complete the approved projects.

BE IT FURTHER RESOLVED that the Jefferson County Board does hereby appropriate a matching allocation for such project and such appropriations shall continue as long as state matching aids are available, or until this resolution is modified by this Board.

Fiscal Note: The County's 2010 state allocation is \$1,560. The County's match is force account labor to do the projects. This year's project was woodland restoration at Carnes Park, providing nesting areas for wood ducks, ground nesting birds and song birds.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Parks Committee

08-10-10

Joe Nehmer and Phil Ristow: 08-03-10

RESOLUTION NO. 2010-____

**Resolution to approve Intergovernmental Agreement with the
City of Watertown for Justice Assistance Grant funds**

WHEREAS, the Jefferson County Sheriff’s Office has joined with the City of Watertown to make application for a 2010 Byrne Justice Assistance Grant, which, when awarded, generated \$6,218 as the County’s share, and

WHEREAS, the City of Watertown as the grant recipient required an Interlocal Agreement on short notice to disburse grant funds to Jefferson County to meet certain paperwork deadlines in connection therewith, and

WHEREAS, such Interlocal Agreement indicates that the County will use the funds as required by the grant program which will be for the purchase of a new server for the squad mobile video system for dash-mounted cameras in county squad cars, and

WHEREAS, to accommodate the City’s paperwork requirements, the agreement was signed,

NOW, THEREFORE, BE IT RESOLVED that the County Board ratifies the Interlocal Agreement between the City of Watertown, Wisconsin, and County of Jefferson for the 2010 Byrne Justice Assistance Grant program funds in the amount of \$6, 218.

Fiscal Note: Funds from this grant will be used to replace a server for the squad mobile video system. In the event grant funds are unavailable, tax levy funds would be required.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
County Administrator Petre

08-10-10

Phil Ristow: 08-05-10

THE STATE OF WISCONSIN

CITY SECRETARY

COUNTY OF JEFFERSON

CONTRACT NO.

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WATERTOWN, WI. AND COUNTY OF JEFFERSON, WI.**

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 9th, day of July, 2010, by and between The COUNTY of JEFFERSON, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of WATERTOWN, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of JEFFERSON County, State of WISCONSIN, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 66.0301 Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$ 6,218.00 from the JAG award for the squad camera and ballistic rifle Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 6,218.00 of JAG funds.

Section 2.

COUNTY agrees to use \$ 6,218.00 for the squad camera & ballistic rifle Program until 12/31/10.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act.

Page1of2

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Federal Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

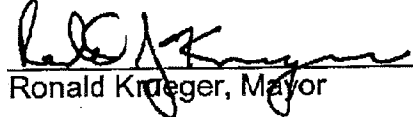
Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF WATERTOWN, WISCONSIN



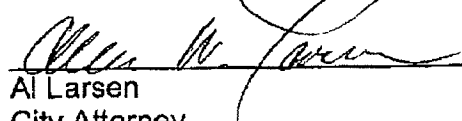
Ronald Kroeger, Mayor

COUNTY OF JEFFERSON, WISCONSIN



Gary Petre, County Administrator

APPROVED AS TO FORM:



Al Larsen
City Attorney



Philip Ristow
Jefferson County Corporation Counsel

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

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

By virtue of the authority vested in me under Section 59.18, 59.72 (3m) and 59.54 (17)(c) of the Wisconsin Statutes, I do hereby appoint and request the County Board's confirmation of the following individuals as members of:

Traffic Safety Coordinator

- a. Bill Kern, Highway Commissioner, effective August 11, 2010

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Item 19a



JEFFERSON COUNTY BOARD

Jefferson County Courthouse
320 S. Main Street Room 204 A
Jefferson, WI 53549
Telephone (920) 674-8607

JOHN M. MOLINARO
County Board
Chairman


Board Rule 3.05(1)* Appointment to Standing Committee

I, John Molinaro, chairman of the County Board of Supervisors, Jefferson County, Wisconsin, as the appointing authority for standing committees, hereby appoint

Mary Delany to Economic Development Consortium, Human Resources, Infrastructure, and Strategic Plan Steering Committees,

Effective August 10, 2010. (County Board)

Dated this 5th day of August, 2010.



John Molinaro

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

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

By virtue of the authority vested in the Human Services Board under Section 3.06(1)(h) of the County Board Rules, the Human Services Board hereby requests County Board's confirmation of the following appointments to the Aging and Disability Resource Center Advisory Committee:

- a. Nancy Haberman, Jefferson; reappointed for a three-year term commencing July 1, 2010.
- b. Leah Getty, Jefferson; reappointed for a three-year term commencing July 1, 2010.
- c. Marian Moran, Watertown; reappointed for a three-year term commencing July 1, 2010.
- d. Mary Ann Steppke, Fort Atkinson; reappointed for a three-year term commencing July 1, 2010.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Human Services Board

08-10-10

Connie Freeberg: 08-03-10