

**AGENDA**

**\*REVISED 10-11-2010**

**JEFFERSON COUNTY BOARD MEETING**

**Tuesday, October 12, 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. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**
5. **REVIEW OF THE AGENDA**
6. **APPROVAL OF COUNTY BOARD MINUTES – September 13, 2010 MEETING**
7. **COMMUNICATIONS**
  - a. Treasurer's Monthly Report (Addendum to Agenda)
  - b. Recognition – Retirement of County Employees
  - c. Resolution 2010-47 - Recognition – Outgoing Supervisor Carol Ward Knox (Page 1)
  - d. Report - Apportionment of County Levy (Page 2-3)
8. **PUBLIC COMMENT**
9. **SPECIAL ORDER OF BUSINESS**
  - a. Presentation - Bettsey Barhorst, President of Madison College (MATC)
  - b. Presentation – Jefferson County Comprehensive Plan Update
  - c. Presentation – 2011 Recommended Budget

**COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**

10. **PLANNING & ZONING COMMITTEE**
  - a. Report – Approval of Petitions (Page 4)
  - b. Amend Zoning Ordinance (Page 5-6)
11. **BOARD OF HEALTH**
  - a. Ordinance – Amendments to Environmental Sanitation Ordinance (Page 7-15)
  - b. Resolution – Authorize Jefferson County officer to execute the Southern Regional Public Health Preparedness Consortium Intergovernmental Agreement (Page 16-26)
12. **ECONOMIC DEVELOPMENT CONSORTIUM**
  - a. Resolution – Approve CDBG-Emergency Assistance Program (Page 27)
13. **FINANCE COMMITTEE**
  - a. ~~\*Resolution – Authorizing the Issuance and Sale of \$2,820,000 General Obligation Refunding Bonds, Series 2010~~ Authorizing redemption of \$2,225,000 2002-2003 General Obligation Promissory Note (Addendum to Agenda) (Page 28-41)

14. **INFRASTRUCTURE COMMITTEE**
  - a. Resolution – Award contract for Human Services building furnaces (Page 42)
  - b. Resolution – Award contract to replace Courthouse parking lot blacktop (Page 43-44)
  
15. **PARKS COMMITTEE**
  - a. Resolution – Authorization to execute project and maintenance agreements with Wisconsin DOT for the Bicycle/pedestrian path alongside State Highway 26 from CTH W@ north to US Highway 18 (Page 45-63)
  - b. Resolution – Awarding skidsteer bid (Page 64)
  
16. **APPOINTMENTS BY COUNTY ADMINISTRATOR**
  - a. Marty Powers, Jefferson, WI, to the Human Services Board for a 3-Year term expiring November 1, 2013 (Page 65)
  - b. John McKenzie, Fort Atkinson, WI, to the Human Services Board for a 3-Year term expiring November 1, 2013 (Page 65)
  - c. Richard Jones, Waterloo, WI, to the Human Services Board for a 3-Year term expiring November 1, 2013 (Page 65)
  
17. **ANNOUNCEMENTS**
  
18. **ADJOURN**

**2011 BUDGET PUBLIC HEARING - OCTOBER 26, 2010 7:00 P.M. ROOM 205**

**RESOLUTION NO. 2010-47**

*WHEREAS, Carol Ward Knox, has served as the County Board Supervisor for District 17 since September of 2007, and*

*WHEREAS, Supervisor Carol Ward Knox served on the Law Enforcement/Emergency Management, Infrastructure/Veterans, Strategic Plan Steering and Human Resources Committees, and the Economic Development Consortium, and*

*WHEREAS, it is fitting for her to be recognized by the Jefferson County Board of Supervisors for her public service, and*

*WHEREAS, Supervisor Ward Knox's thoughtfulness and commitment will be missed,*

*NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors meeting this 12th day of October 2010, does hereby honor Carol Ward Knox and wish her happiness and good health in the years ahead.*

STATE OF WISCONSIN                    )  
  )ss  
COUNTY OF JEFFERSON                )

*I, Barbara A. Frank, County Clerk of Jefferson County, Jefferson, Wisconsin, do hereby certify that the attached is a true and correct copy of Resolution No. 2010-47, adopted at the October 12, 2010, Session of the County Board of Supervisors at the County Courthouse in the City of Jefferson.*

*WITNESS MY HAND AND SEAL this 12<sup>th</sup> day of October 2010.*

\_\_\_\_\_  
*Barbara A. Frank  
Jefferson County Clerk  
Jefferson, Wisconsin*

Item 7d

JEFFERSON County  
2010 County Apportionment

District	Equalized Value Reduced by TID Value Increment	% to Total
Aztalan	131,089,700	.02056
Cold Spring	75,109,600	.01178
Concord	178,091,600	.02793
Farmington	127,445,000	.01999
Hebron	100,647,900	.01578
Ixonia	413,519,100	.06485
Jefferson	190,147,800	.02982
Koshkonong	369,051,200	.05788
Lake Mills	275,074,000	.04314
Milford	104,248,300	.01635
Oakland	343,284,500	.05384
Palmyra	202,372,200	.03174
Sullivan	192,727,300	.03022
Sumner	120,251,700	.01886
Waterloo	86,952,200	.01364
Watertown	194,026,800	.03043
<b>Town Total</b>	<b>3,104,038,900</b>	<b>.48680</b>
Cambridge	5,753,000	.00090
Johnson Creek	208,909,300	.03276
Lac La Belle	559,400	.00009
Palmyra	114,937,600	.01803
Sullivan	48,324,100	.00758
<b>Village Total</b>	<b>378,483,400</b>	<b>.05936</b>
Fort Atkinson	842,872,400	.13219
Jefferson	489,536,700	.07677
Lake Mills	458,978,300	.07198
Waterloo	196,308,200	.03079
Watertown	853,124,200	.13379
Whitewater	53,104,600	.00833
<b>City Total</b>	<b>2,893,924,400</b>	<b>.45385</b>
<b>County Total</b>	<b>6,376,446,700</b>	<b>1.00000</b>

District	TID Value Increments			Current Value	Increment
	TID #	YEAR	Base Value		
V . Johnson Creek	002	1994	11,378,800	68,981,000	57,602,200
V . Johnson Creek	003	1995	701,400	62,441,600	61,740,200
V . Palmyra	002	1995	166,300	4,223,300	4,057,000
V . Palmyra	003	2006	430,300	8,515,900	8,085,600
C . Fort Atkinson	006	2000	1,135,400	8,070,100	6,934,700
C . Fort Atkinson	007	2000	11,587,900	24,752,100	13,164,200
C . Fort Atkinson	008	2009	28,584,200	27,832,600	*
C . Jefferson	002	1997	9,125,900	14,965,800	5,839,900
C . Jefferson	004	2000	0	1,127,200	1,127,200
C . Jefferson	005	2001	19,442,200	27,449,800	8,007,600
C . Jefferson	006	2009	0	0	*
C . Lake Mills	002	1998	11,445,700	23,816,700	12,371,000

## NET NEW CONSTRUCTION 2009-2010

August 13, 2010

COMUN CODE	NAME OF MUNICIPALITY	2009 TOTAL EQUALIZED VALUE	AMOUNT OF NET NEW CONSTRUCTION	PERCENT CHANGE
28002	TOWN OF AZTALAN	\$136,207,300	\$1,226,600	0.90%
28004	TOWN OF COLD SPRING	\$75,260,400	\$468,000	0.62%
28006	TOWN OF CONCORD	\$187,575,600	\$1,464,200	0.78%
28008	TOWN OF FARMINGTON	\$145,597,400	-\$63,700	-0.04%
28010	TOWN OF HEBRON	\$104,847,600	\$493,100	0.47%
28012	TOWN OF IXONIA	\$416,401,900	\$9,835,800	2.36%
28014	TOWN OF JEFFERSON	\$193,855,900	\$2,282,600	1.18%
28016	TOWN OF KOSHKONONG	\$375,572,100	\$4,513,200	1.20%
28018	TOWN OF LAKE MILLS	\$288,566,600	\$2,120,300	0.73%
28020	TOWN OF MILFORD	\$106,718,900	\$1,000,000	0.94%
28022	TOWN OF OAKLAND	\$349,726,000	\$2,697,000	0.77%
28024	TOWN OF PALMYRA	\$203,284,200	\$1,094,600	0.54%
28026	TOWN OF SULLIVAN	\$195,694,500	\$471,400	0.24%
28028	TOWN OF SUMNER	\$122,031,800	\$2,623,300	2.15%
28030	TOWN OF WATERLOO	\$89,518,200	-\$107,800	-0.12%
28032	TOWN OF WATERTOWN	\$209,729,500	\$864,800	0.41%
28111	VILLAGE OF CAMBRIDGE*	\$6,413,400	\$12,600	0.20%
28141	VILLAGE OF JOHNSON CREEK	\$317,310,700	\$8,245,600	2.60%
28146	VILLAGE OF LAC LA BELLE*	\$552,800	\$0	0.00%
28171	VILLAGE OF PALMYRA	\$135,031,700	\$126,400	0.09%
28181	VILLAGE OF SULLIVAN	\$49,042,900	\$524,500	1.07%
28226	CITY OF FORT ATKINSON	\$907,987,000	\$4,177,100	0.46%
28241	CITY OF JEFFERSON	\$532,510,000	\$1,534,400	0.29%
28246	CITY OF LAKE MILLS	\$490,186,900	\$6,579,900	1.34%
28290	CITY OF WATERLOO	\$203,494,800	\$288,200	0.14%
28291	CITY OF WATERTOWN*	\$969,542,700	\$10,992,000	1.13%
28292	CITY OF WHITEWATER*	\$67,773,600	\$96,500	0.14%
28999	COUNTY OF JEFFERSON	\$6,880,434,400	\$63,560,600	0.92%

\* Split districts are summed at the end of the report

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

The Jefferson County Planning and Zoning Committee, having considered petitions to amend the zoning ordinance of Jefferson County, filed for public hearing held on September 16, 2010, 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**

**3490A-10, 3492A-10, 3493A-10, 3494A-10, 3495A-10, 3496A-10 and 3497A-10**

**DATED THIS TWENTIETH DAY OF SEPTEMBER 2010**

**Donald Reese, Secretary**

**THE EFFECTIVE DATE OF JULY'S AMENDMENT, 3487A-10, IS AUGUST 14, 2010.**

Planning & Zoning Committee

Deb Magritz: 09-22-10

10-12-10

**ORDINANCE NO. 2010-\_\_\_\_\_****Amend Zoning Ordinance**

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

WHEREAS, Petitions 3490A-10, 3492A-10, 3493A-10, 3494A-10, 3495A-10, 3496A-10 and 3497A-10 were referred to the Jefferson County Planning and Zoning Committee for public hearing on September 16, 2010, and

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

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

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

Rezone approximately 0.24 acre of PIN 008-0715-2412-001 (21.317 acres) to add it to adjoining A-3 zoned property at N6099 CTH P, Town of Farmington. This prime ag land proposal 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 payment to the State of Wisconsin of an approximate \$220 conversion fee for rezoning out of the A-1 Agricultural district. The rezoning shall be null and void and of no effect twelve months from the date of County Board approval unless all applicable conditions have been completed by that date. (3490A-10 – Jeffrey Becker/Steven & Jody Knoebel property)

Create an approximate 2-acre building site near N9404 Fox Road in the Town of Ixonia from part of PINs 012-0816-0431-000 (40 acres) and 012-0816-0434-000 (30.358 acres). This non-prime ag land approval is conditioned 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 property, and upon payment to the State of Wisconsin of an approximate \$1,800 conversion fee for rezoning out of the A-1 Agricultural district. The rezoning shall be null and void and of no effect twelve months from the date of County Board approval unless all applicable conditions have been completed by that date. (3492A-10 – Richard Jaeger)

Rezone approximately 3 acres of PIN 014-0614-2041-000 (25 acres) in the Town of Jefferson on Regelein Lane for a new residential building site. This non-prime ag land lot combination is conditioned upon road access approval by the Town of Jefferson, 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 including extraterritorial plat approval by the City of Fort Atkinson if necessary, and upon payment to the State of Wisconsin of an approximate \$2,736 conversion fee for rezoning out of the A-1 Agricultural district. The rezoning shall be null and void and of no effect twelve months from the date of County Board approval unless all applicable conditions have been completed by that date. (3493A-10 – Al Vogel/George Niebler Trust property)

Create an approximate 1.8-acre lot on CTH G from part of PIN 018-0713-3614-000 (36.670 acres) in the Town of Lake Mills. This non-prime ag land lot utilizes the last available A-3 zone for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval by the County Highway Department, 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 \$1,631 conversion fee for rezoning out of the A-1 Agricultural district. The rezoning shall be null and void and of no effect twelve months from the date of County Board approval unless all applicable conditions have been completed by that date. (3494A-10 – Eugene & Betty Hasel Trust)

Create an approximate 2.5-acre lot with existing home at W6001 Church Rd. in the Town of Milford from part of PIN 020-0714-0323-000 (34.7 acres). The non-prime ag land lot approval is conditioned upon approval and recording of a final certified survey map for the lot, and upon payment to the State of Wisconsin of an approximate \$2,265 conversion fee for rezoning out of the A-1 Agricultural district. The rezoning shall be null and void and of no effect twelve months from the date of County Board approval unless all applicable conditions have been completed by that date. (3495A-10 – Ora & Ruby Duwe Trust)

Rezone approximately 2 acres of PIN 030-0813-2842-000 (23.16 acres) to create a new building site on Toppe Road in the Town of Waterloo. Approval of this non-prime ag land lot is 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, upon approval and recording of the final certified survey map for the lot, and upon payment to the State of Wisconsin of an approximate \$1,794 conversion fee for rezoning out of the A-1 Agricultural district. The rezoning shall be null and void and of no effect twelve months from the date of County Board approval unless all applicable conditions have been completed by that date. (3496A-10 – Stephen & Heidi Johnson)

Rezone approximately 5.77 acres of PIN 032-0815-2732-001 (20.5 acres) to create a lot around the home at N7808 CTH X in the Town of Watertown. This non-prime ag land lot combination is conditioned upon road access approval by the County Highway Department, upon approval and recording of a final certified survey map for the lot including extraterritorial plat review by the City of Watertown if necessary, and upon payment to the State of Wisconsin of an approximate \$5,349 conversion fee for rezoning out of the A-1 Agricultural district. The rezoning shall be null and void and of no effect twelve months from the date of County Board approval unless all applicable conditions have been completed by that date. (3497A-10 – Kevin Horack)

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

Ordinance Requested By  
Planning and Zoning Committee

10-12-10

Deb Magritz: 9-22-10



**ORDINANCE NO. 2010-\_\_\_\_\_****Amendments to Environmental Sanitation Ordinance**

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

Section 1. Section A.(2)(d) of the Environmental Sanitation Ordinance is amended as follows:

- (d) The County of Jefferson adopts by reference the following Chapters of the Wisconsin Administrative Codes: DHS 192, DHS 195, DHS 196, DHS 197, DHS 198, COMM 90, DHS 172, DHS, 173, DHS 175, and DHS 178 and DATCP 74 75 and DATCP 97 and all other state and federally referenced rules and Memorandums of Understanding. [am. 12/09/08, Ord. 2008-29]

Section 2. Section A.(7) of the Environmental Sanitation Ordinance is amended as follows:

- (7) LICENSE PERIOD.

The license period for licenses issued per the DHS and DATCP contract shall be from July 1 through the following June 30<sup>th</sup>. Those licenses initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year, except temporary and mobile food licenses. Licenses are not transferable between persons, entities, or any combination thereof (see DHS Change Assessment Worksheet). ~~except Body Art establishments.~~ [am. 12/09/08, Ord. 2008-29]

Section 3. Section A.(12) of the Environmental Sanitation Ordinance is amended as follows:

- (12) TEMPORARY ORDERS.

Whenever, as a result of an inspection conducted pursuant to this chapter, the Health Officer or his/her designated agent has reasonable cause to believe that any examined food constitutes, or that any construction, sanitary condition, operation or method of operation of the premises or equipment used on the premises creates an immediate danger to health of the Public, the Health Officer may proceed as stated in Section 66.0417, or 254.85 of the Wisconsin Statutes to issue a

temporary order to prohibit the sale or movement of food for any purpose, prohibit the continued operation or method of operation of equipment, require the premises to cease any other operation or method of operation which creates an immediate danger to public health. Section 66.0417 of the Wisconsin Statutes is incorporated herein by reference and made a part of this ordinance as if fully set forth herein.

Temporary pool closures pursuant to DHS 172.30 due to chlorine/bromine and/or ph levels that are outside of prescribed water quality standards shall be in effect for the shorter of 24 hours or that time period necessary to complete three (3) turnovers of the pool water to be measured from the time of closure, in order to allow added chemicals to equalize in the pool.

Section 4. Section A.(13)(a) of the Environmental Sanitation Ordinance is amended as follows:

(13) CONSTRUCTION OR ALTERATION OF LICENSABLE FOOD SERVICE ESTABLISHMENTS.

- (a) Except as provided in (b), no person shall erect, construct, enlarge or alter a food establishment without first submitting to the Health Officer plans (drawings) which clearly show and describe the amount and character of the work proposed and without first receiving Health Department approval of submitted plans. Such plans shall include expected menu, floor plan, equipment plan and specifications, plumbing layout, wall, floor and ceiling finishes and plans and specifications for food service kitchen ventilation. Submitted plans shall give all information necessary to show compliance with applicable health codes. Submitted plans shall be retained by the health department. Plan submittal to the Health Officer is in addition to any plan submittal requirement of the County Zoning Department, or required building inspection.

Section 5. Section A.(13)(d) of the Environmental Sanitation Ordinance is created as follows:

- (d) A preinspection fee shall be charged for any remodeling projects that exceed the definition of "minor alterations" set forth in subsection (b), examples of which shall include, but shall not be limited to, circumstances in which the entire facility is closed for remodeling, circumstances in which a section of the facility is closed for significant remodeling, and circumstances in which new additions are added to the facility even though the original facility remains open for business.

Section 6. Section B.(1)(a) of the Environmental Sanitation Ordinance is amended as follows:

- (a) Except as provided in (b), no person, party, firm or corporation shall operate a Restaurant, Temporary Restaurant or Mobile Restaurant, as defined in Wisconsin Administrative Code DHS 196, without first obtaining a license therefore from the Jefferson County Health Department; nor shall any person, party, firm or corporation operate contrary to the terms and conditions of this ordinance or Wisconsin Administrative Code DHS 196 which is incorporated herein by reference and made part of this ordinance as if fully set forth herein. [am. 12/09/08, Ord. 2008-29]

Section 7. Section B.(2) and (a) thru (e) of the Environmental Sanitation Ordinance are amended as follows:

(2) FEES.

In addition to the following fees, the licensee shall pay any applicable DHS or DATCP administrative fee, the amount of which is on file with the department. [am. 12/09/08, Ord. 2008-29]

Fees pursuant to this section (not including the state administrative fee above) shall be as follows:

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

1.	License Fee	\$	<del>90.00</del> <u>105.00</u>
2.	Pre-licensing Fee	\$	175.00
3.	Re-inspection Fee	\$	<del>415.00</del> <u>130.00</u>

- (b) Simple Complexity Restaurant: As defined at DHS 196.04.

1.	License Fee	\$	<del>495.00</del> <u>230.00</u>
2.	Pre-licensing Fee	\$	430.00
3.	Re-inspection Fee	\$	<del>265.00</del> <u>320.00</u>

- (c) Moderate Complexity Restaurant: As defined at DHS 196.04.

1.	License Fee	\$	<del>300.00</del> <u>330.00</u>
2.	Pre-licensing Fee	\$	705.00

3. Re-inspection Fee \$ ~~425.00~~ 470.00

(d) High Complexity Restaurant: As defined at DHS 196.04.

1. License Fee \$ ~~430.00~~ 540.00

2. Pre-licensing Fee \$ 1,020.00

3. Re-inspection Fee \$ ~~610.00~~ 770.00

(e) Temporary Restaurants: A restaurant that operates at a fixed location in conjunction with a single event such as a fair, carnival, circus, public exhibition, anniversary sale or occasional sales promotion. Occasional means fewer than 4 days during any 12-month period. Licenses are issued at the site of the event. A temporary restaurant may be moved from location to location within the county, but may not operate from the new location until it has been inspected and found to be in compliance. A temporary restaurant license may not be used to operate more than one restaurant at a time.

1. License Fee \$ ~~165.00~~ 170.00

2. ~~Inspection fee if licensed another  
County or State of Wisconsin~~ \$ 65.00

[1.B.(2)(a) through (e) were amended and/or created 12/09/08, Ord. 2008-29]

Section 8. Section C.(2) and (3)(a)1. thru 3. of the Environmental Sanitation Ordinance are amended as follows:

(2) ZONING AND CONSTRUCTION STANDARDS. Prior to Health Department approvals, the applicant must submit written verification from the Jefferson County Zoning Department of approval of this commercial business in the building and property considered for licensure as a bed and breakfast establishment. In addition, the applicant must provide the Health Department with written verifications that this property meets all applicable local and state fire and building codes from inspections of state and local building inspectors.

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

(a) Bed and Breakfast License

1. License Fee \$ ~~100.00~~ 110.00

2. Pre-licensing Fee \$ ~~280.00~~ 300.00

3. Re-inspection Fee \$ ~~160.00~~ 170.00

[Am. 12/09/08, Ordinance No. 2008-29]

Section 9. Section D.(2)(a) thru (e) of the Environmental Sanitation Ordinance are amended as follows:

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

Hotel/Motel

(a) 05-30 Sleeping Rooms

- |    |                   |                                    |
|----|-------------------|------------------------------------|
| 1. | License Fee       | \$ <del>165.00</del> <u>205.00</u> |
| 2. | Pre-licensing Fee | \$ <del>380.00</del> <u>480.00</u> |
| 3. | Re-inspection Fee | \$ <del>230.00</del> <u>290.00</u> |

(b) 31-99 Sleeping Rooms

- |    |                   |                                    |
|----|-------------------|------------------------------------|
| 1. | License Fee       | \$ <del>260.00</del> <u>280.00</u> |
| 2. | Pre-licensing Fee | \$ <del>615.00</del> <u>665.00</u> |
| 3. | Re-inspection Fee | \$ <del>365.00</del> <u>400.00</u> |

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

- |    |                   |                                    |
|----|-------------------|------------------------------------|
| 1. | License Fee       | \$ <del>330.00</del> <u>355.00</u> |
| 2. | Pre-licensing Fee | \$ 795.00                          |
| 3. | Re-inspection Fee | \$ <del>470.00</del> <u>505.00</u> |

(d) 200 or more Sleeping Rooms

- |    |  |                                      |
|----|--|--------------------------------------|
| 1. | License Fee  | \$ <del>400.00</del> <u>490.00</u>   |
| 2. | Pre-licensing Fee<br>[Created 03/11/03, Ordinance No. 2002-32] | \$ <del>950.00</del> <u>1,185.00</u> |
| 3. | Re-inspection Fee  | \$ <del>575.00</del> <u>700.00</u>   |

(e) Tourist Rooming House (1-4 rooms) [Amended 03/11/03, Ordinance No. 2002-32]

- |    |             |                                    |
|----|-------------|------------------------------------|
| 1. | License Fee | \$ <del>100.00</del> <u>110.00</u> |
|----|-------------|------------------------------------|

2. Pre-licensing Fee \$ ~~280.00~~ 300.00

3. Re-inspection Fee \$ ~~160.00~~ 170.00

[Sections I.D.(2)(a) through (e) were amended and/or created 12/09/08, Ordinance No. 2008-29]

Section 10. Section E.(2)(a) thru (f) of the Environmental Sanitation Ordinance are amended as follows:

(2) FEES.

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

(a) Campgrounds (1-25 sites)

1. License Fee \$ ~~150.00~~ 175.00

2. Pre-licensing Fee \$ ~~335.00~~ 380.00

3. Re-inspection Fee \$ ~~210.00~~ 240.00

(b) Campground (26-50 sites)

1. License Fee \$ ~~215.00~~ 250.00

2. Pre-licensing Fee \$ ~~495.00~~ 565.00

3. Re-inspection Fee \$ ~~300.00~~ 350.00

(c) Campground (51-100 sites)

1. License Fee \$ ~~265.00~~ 305.00

2. Pre-licensing Fee \$ ~~610.00~~ 700.00

3. Re-inspection Fee \$ ~~370.00~~ 425.00

(d) Campground (100 – 199 sites) [Amended 03/11/03, Ordinance No. 2002-32]

1. License Fee \$ ~~310.00~~ 355.00

2. Pre-licensing Fee \$ ~~725.00~~ 830.00

3. Re-inspection Fee \$ ~~440.00~~ 500.00

(e) Campground (200 or more sites)

1.	License Fee	\$	<del>355.00</del> <u>410.00</u>
2.	Pre-licensing Fee [Created 03/11/03, Ordinance No. 2002-32]	\$	<del>840.00</del> <u>965.00</u>
3.	Re-inspection Fee	\$	<del>505.00</del> <u>580.00</u>

(f) Recreational/Educational Camps

1.	License Fee	\$	<del>440.00</del> <u>505.00</u>
2.	Pre-licensing Fee [Amended 03/11/03, Ordinance No. 2002-32]	\$	<del>1,050.00</del> <u>1,200.00</u>
3.	Re-inspection Fee	\$	<del>630.00</del> <u>720.00</u>

[Sections 1.E.(2)(a) through (f) were amended and/or created 12/09/08, Ordinance No. 2008-29]

Section 11. Section F.(2)(d)3. of the Environmental Sanitation Ordinance is amended as follows:

(d) Swimming Pools with Additional Pool Slides

...

3.	Re-inspection Fee	\$	<del>25.00</del> <u>75.00</u>
----	-------------------	----	-------------------------------

Section 12. Section G.(2)(a) thru (d) of the Environmental Sanitation Ordinance are amended as follows:

(2) Fees. The fees for the inspection conducted pursuant to this section shall be as follows: [Created 12/09/08, Ordinance No. 2008-29]

(a)	Full Service Kitchen	\$	<del>380.00 (per inspection)</del> <u>440.00</u>
(b)	Full Service Pre-Inspection Fee	\$	<del>380.00 (before opening)</del> <u>440.00</u>
(c)	Satellite Kitchen	\$	<del>135.00 (per inspection)</del> <u>150.00</u>
(d)	Satellite Kitchen Pre-Inspection	\$	<del>135.00 (before opening)</del> <u>150.00</u>

[Created 01/09/07, Ordinance 2006-26; amended 12/09/08, Ord. No. 2008-29]

Section 13. Section H.(2)(f) of the Environmental Sanitation Ordinance is amended as follows:

- (f) Inspection fee for ~~temporary~~ mobile retail food stands is \$40.00.  
[Sections I.H.(1) and (2)(a) through (f) were created 12/09/08, Ord. No. 2008-29]

Section 14. Section I., I.(1) and I.(1)(a) thru (f) of the Environmental Sanitation Ordinance are repealed.

Section 15. Section I.(2)(d) thru (g), (3)(a) thru (e), and (4)(a) thru (e) of the Environmental Sanitation Ordinance are repealed.

Section 16. The following sections of the Environmental Sanitation Ordinance are renumbered as follows:

- I.(2), TATTOO AND BODY-PIERCING LICENSES, is renumbered I.
- I.(2)(a), Adoption of the Code, is renumbered (1).
- I.(2)(b), Local License Required, is renumbered (2).
- I.(2)(c), Fee Schedule, is renumbered (3).
- I.(2)(c)1., For a tattoo or body piercing establishment, is renumbered (a).
- I.(2)(c)1.i., License Fee, is renumbered 1.
- I.(2)(c)1.ii., Pre-licensing Fee, is renumbered 2.
- I.(2)(c)1.iii., Re-inspection Fee, is renumbered 3.
- I.(2)(c)2., For a combined tattoo and body-piercing establishment, is renumbered (b).
- I.(2)(c)2.i., License Fee, is renumbered 1.
- I.(2)(c)2.ii., Pre-licensing Fee, is renumbered 2.
- I.(2)(c)2.iii., Re-inspection Fee, is renumbered 3.

Section 17. Renumbered sections I.(3)(a) thru (b) of the Environmental Sanitation Ordinance are amended as follows:

4.



(a) For a tattoo or body-piercing establishment

- ~~i.~~  
1. License Fee \$ ~~125.00~~ 135.00
- ~~ii.~~  
2. Pre-licensing Fee \$ ~~240.00~~ 255.00
- ~~iii.~~  
3. Re-inspection Fee \$ ~~113.00~~ 180.00

~~2.~~  
(b) For a combined tattoo and body-piercing establishment

- ~~i.~~  
1. License Fee \$ ~~205.00~~ 220.00
- ~~ii.~~  
2. Pre-licensing Fee \$ ~~375.00~~ 400.00
- ~~iii.~~  
3. Re-inspection Fee \$ ~~180.00~~ 295.00

Section 18. Section I.(3)(c) of the Environmental Sanitation Ordinance is created as follows:

(c) Temporary Tattoo/Piercing Fee \$ 100.00

Section 19. Section 2 and 3 of the Environmental Sanitation Ordinance are repealed.

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

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

Requested by  
Board of Health

10-12-10

Tim Anderson & Philip C. Ristow: 08-09-10

**Item 11b**

**RESOLUTION NO. 2010-\_\_\_\_**

**Authorize Jefferson County Officer to execute the  
Southern Regional Public Health Preparedness Consortium  
Intergovernmental Agreement**

WHEREAS, Jefferson County has been a member of the South Central Wisconsin Public Health Preparedness Consortium #10 since 2008, which Consortium then consisted of the counties of Dane, Dodge, Green, Jefferson and Rock and the cities of Beloit, Madison and Watertown, and

WHEREAS, the State has consolidated its preparedness consortiums from 16 down to 6, and

WHEREAS, the new consortium that would include Jefferson County is called the Southern Regional Public Health Preparedness Consortium (Region #6), which no longer includes the City of Beloit and now includes new members Adams, Columbia, Crawford, Grant, Iowa, Juneau, Lafayette, Richland, Sauk and Vernon counties in addition to the remaining original members, and

WHEREAS, it is desirable to remain a member of the regional consortium to be able to access grant funds for public health preparedness projects, and

WHEREAS, the Board of Health has reviewed the agreement and recommends remaining a member of the expanded consortium,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Health Officer is authorized to execute the Southern Regional Public Health Preparedness Consortium Agreement.

*Fiscal Note: No county levy funds are directly implicated by this agreement other than the staff time involved. Grant funds available through the Consortium replace expenditures that would otherwise have to be made from local funding sources.*

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

Requested by  
Board of Health

10-12-10

Philip C. Ristow: 09-29-10; 09-30-10

AGREEMENT TO FORM A REGIONAL CONSORTIUM  
OF PUBLIC HEALTH AGENCIES TO PREPARE FOR  
BIOTERRORISM AND OTHER PUBLIC HEALTH THREATS  
2010

**SOUTHERN REGIONAL PUBLIC HEALTH PREPAREDNESS CONSORTIUM  
(Region #6)**

WHEREAS, in 2008, a regional bioterrorism public health preparedness consortium was formed by Columbia County, Dodge County, Green County, Jefferson County, Rock County, the City of Watertown, and the Board of Health for Madison and Dane County on behalf of Public Health – Madison and Dane County (PHMDC) under the name “Consortium #10,” continuing the work of a previous similar consortium; and

WHEREAS, pursuant to directives from the State of Wisconsin, Department of Health Services, Division of Public Health, the regional consortia are being consolidated, Consortium #10 has been renamed “Southern Regional Public Health Preparedness Consortium – Region #6,” and the membership must be expanded to include the following jurisdictions (the “New Members”):

<b>Adams County</b>	<b>Lafayette County</b>
<b>Crawford County</b>	<b>Richland County</b>
<b>Grant County</b>	<b>Sauk County</b>
<b>Iowa County</b>	<b>Vernon County</b>
<b>Juneau County</b>	

WHEREAS, the New Members wish to become members of this Consortium; and

WHEREAS, the current Consortium Board has approved the addition of the New Members;

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

**I. Parties, Effective Date**

This Agreement is made by and among the Counties of Adams, Columbia, Crawford, Dodge, Grant, Green, Iowa, Jefferson, Juneau, Lafayette, Richland, Rock, Sauk and Vernon, and the City of Watertown, and the Board of Health for Madison and Dane County on behalf of Public Health – Madison and Dane County (a local city-county health department established under section 251.02(lm) of the Wisconsin Statutes, “PHMDC”); hereinafter referred to collectively as the “parties” or individually as a “party.” This Agreement shall take effect upon the date of the final signature and shall supersede the “Agreement To Form A Regional Consortium of Public Health Agencies To Prepare For Bioterrorism and Other Public Health Threats (‘South Central Wisconsin Public Health Preparedness Consortium #10’)” executed in 2008.

## II. Purpose

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

- To create a regional consortium pursuant to Wis. Stat. sec. 66.0301, to develop core expertise and to prepare effective response plans for bioterrorism, infectious disease outbreaks, natural disasters and other public health threats. The Southern Regional Public Health Preparedness Consortium ( "Consortium") has been established specifically for the purpose of continuing Emergency Supplement Cooperative Agreement #U90/CCU517002-03-2 and other successor agreements generally pertaining to bioterrorism response.
- To implement and carry out the Project Objectives identified in the 2010 State of Wisconsin, Department of Health Services, DPH Contract Agreement #17464, and similar grants which may be applied for and awarded on behalf of the Consortium in the future.

## III. Governance

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

## IV. Fiscal Agent

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

## V. Scope of Activities, Powers, Obligations.

1. Scope of Activities. The Consortium shall assess strengths and weakness related to bioterrorism and other emergency situations. The Consortium shall provide technical expertise and leadership in the development of comprehensive bioterrorism and emergency plans to enable the Consortium and its members to provide an effective response in the event of a bioterrorist act, and infectious disease outbreak, a natural disaster, or another serious public health threat.
2. Powers. The Consortium Board shall have the following powers:
  - a. To make, amend and repeal bylaws, rules, regulations, rates, charges and other rules of service
  - b. To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Consortium and the parties and to carry out the purposes and powers granted to it by this Agreement
  - c. To apply for annual bioterrorism preparedness grants from the State of Wisconsin Department of Health Services, Division of Public Health, or any other similar regional preparedness grant contracts.
  - d. To procure the services of consultants or contractors to fulfill the obligations of the Consortium for purposes including but not limited to, providing expertise in preparedness planning, exercise planning, facilitation and evaluation, surveillance, and epidemiology. If the Board determines such assistance to be necessary, it shall determine the qualifications and may arrange, via the Fiscal Agent or other appropriate procedure, for the procurement of one or more consultants or contractors for such purposes. Any Consortium member (party) may elect to provide employee(s) or contract for services on behalf of the Consortium upon approval of the Consortium Board and if the requirements of paragraph f. below are met. Board approval shall be sufficient to authorize the Fiscal Agent to pay invoices from that Consortium member for reimbursement for any such contract. Notwithstanding the foregoing, absent any express statutory authority to the contrary, the Consortium Board does not have the authority to contract on behalf of any Party to this Agreement. Any procurement made with or reimbursed with funds provided under a grant contract shall comply with all applicable requirements of the grant contract. Additionally, any consultant, services or other procurements by or on behalf of the Consortium by the Fiscal Agent shall comply with the applicable purchasing and contracting policies of the Fiscal Agent.
  - e. Other powers and duties established under the bylaws and not inconsistent with or in excess of the powers and duties established in this Agreement.
  - f. Limitation on Financial and Legal Commitments. Notwithstanding any other provisions in this Agreement, the Board shall not have the authority to commit the Consortium, or any party to this MOU, to any financial responsibility, whether by contract or otherwise, without first having on the file in the records of the Consortium, a legally effective resolution or other action of the governing body (or duly authorized commission or committee) of that party which authorizes the party's financial contribution or legal commitment.
  - g. To authorize the Fiscal Agent to receive funds from the parties to this Agreement or from any other source.
  - h. To authorize the Fiscal Agent to distribute any unexpended funds from the State Contract to the Consortium member parties, in strict compliance with the

requirements of that Contract, if any such funds remain after the applicable Program Objectives and all other contract obligations are completed. Any such funds shall be distributed according to a formula adopted by the Consortium Board, and the Board is hereby authorized to establish such a formula.

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

3. Obligations. Compliance with Project Objectives & other Grant Conditions:

- a. 2010 Division of Public Health Contract Agreement #17464.

The Consortium shall perform the Program Objectives described in Exhibits I and II to the “Division of Public Health Contract Agreement – Public Health Preparedness – Fiscal Agent – DPH Contract #17464” executed between the State of Wisconsin and the Board of Health for Madison and Dane County, executed on and effective from January 1, 2010 through December 31, 2010 (Profile ID#155115 BioT Focus A, the “State Grant”) which is incorporated herein by reference. Each party to this Agreement shall perform its respective duties and obligations in order to satisfy the contractually required goals and objectives of the Consortium (via its fiscal agent PHMDC) under the State Grant and comply with all applicable terms and conditions in completion of such obligations.

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

In the performance of work under the grants listed in Article V., Sections 3.a. and b., each party agrees to accept responsibility for its own acts and omissions and those of its officers, officials, agents and employees and to hold harmless the other parties to this agreement. In doing so, it is not the intent of any party to waive the provisions of Wis. Stat. §893.80 or any other immunity, protection, or limitation of liability that may be available to the party under law. Each party further agrees to indemnify and hold harmless the Board of Health for Madison and Dane County, Public Health-Madison and Dane County, the City of Madison, and Dane County and their officers, officials, agents and employees from any and all liability for the party’s failure to comply with applicable terms and conditions of the grant agreement.

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

## **VI. Coordination Among Agencies**

The Consortium shall identify, coordinate with and cooperate with necessary and helpful resources such as hospitals, clinics, emergency medical response services, emergency government agencies and other appropriate agencies within each party’s jurisdiction, as well as with other regional consortia, HAZMAT teams, and state and tribal agencies.

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

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

This Agreement, and therefore the Consortium, may also be terminated by a two thirds (2/3) vote by members to terminate the Agreement, after January 31, 2011.

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

Name Changes: The Parties agree to change the name of the Consortium from "South Central Wisconsin Public Health Preparedness Consortium #10" to "Southern Regional Public Health Preparedness Consortium" and to authorize future name changes, only if the State changes the name of this Consortium without changing the membership.

## **VIII. Miscellaneous**

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

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

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

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

**IX. Authority to Execute Agreement**

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

**ADAMS COUNTY, WISCONSIN**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_

**COLUMBIA COUNTY, WISCONSIN**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_

**CRAWFORD COUNTY, WISCONSIN**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_

**DODGE COUNTY, WISCONSIN:**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_



**GRANT COUNTY, WISCONSIN**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_

**GREEN COUNTY, WISCONSIN:**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_

**IOWA COUNTY, WISCONSIN**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_

**JEFFERSON COUNTY, WISCONSIN:**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_

**JUNEAU COUNTY, WISCONSIN**

By: \_\_\_\_\_

Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_

Date

Print Name and Title: \_\_\_\_\_

**LAFAYETTE COUNTY, WISCONSIN**

By: \_\_\_\_\_

Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_

Date

Print Name and Title: \_\_\_\_\_

**RICHLAND COUNTY, WISCONSIN**

By: \_\_\_\_\_

Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_

Date

Print Name and Title: \_\_\_\_\_

**ROCK COUNTY, WISCONSIN:**

By: \_\_\_\_\_

Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_

Date

Print Name and Title: \_\_\_\_\_

**SAUK COUNTY, WISCONSIN**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_

**VERNON COUNTY, WISCONSIN**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_

**CITY OF WATERTOWN, WISCONSIN:**

By: \_\_\_\_\_ Date

Print Name & Title: \_\_\_\_\_

By: \_\_\_\_\_ Date

Print Name and Title: \_\_\_\_\_

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

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

Approved:

\_\_\_\_\_  
Wesley Sparkman, Contract Compliance Officer Date

Approved:

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Daniel Lowndes, Dane County Risk Manager, Date  
Risk Manager for PHMDC

Approved:

---

Dean Brassler, Comptroller, City of Madison Date

Approved as to Form:

---

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

Prepared by:

Lara M. Mainella  
Assistant City Attorney - City of Madison  
For PHMDC

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RESOLUTION NO. 2010-\_\_\_\_\_

Approve CDBG-Emergency Assistance Program

WHEREAS, the Board adopted Resolution No. 2009-16 on April 21, 2009, which authorized participation in the Community Development Block Grant–Emergency Assistance Program, and

WHEREAS, Jefferson County was notified on June 9, 2009, by letter from the Department of Commerce that Jefferson County was awarded \$4 million to assist in flood recovery efforts, and

WHEREAS, \$2 million was designated to be used to assist Jefferson County businesses in business flood mitigation, which may be in the form of repairing structural damage to the place of business, flood proofing, reimbursing loss of equipment or inventory, and/or documentable loss of revenue that occurred during the disaster period, and

WHEREAS, public hearings were held on July 15, 2009, and September 29, 2009, at which time the public was invited to learn about the CDBG program and to comment on the activities included in the CDBG application, and

WHEREAS, on September 13, 2010, at its public meeting the Revolving Loan Fund Committee reviewed and recommended the application of Waterloo Building Center LLC for an amount not to exceed \$72,500 to assist in flood mitigation and recovery for replacement equipment, fixtures, inventory, and professional services, which loan will be a 0% interest forgivable loan, with 20% of the loan forgiven each year that the business owner continues to operate the business, and continues as long as the business remains in operation; 100% of the loan will be forgiven at the end of 5 years, and

WHEREAS, approval of the use of the grant funds for this forgivable business loan will enhance and assist the business in its flood recovery efforts,

NOW, THEREFORE, BE IT RESOLVED that Waterloo Business Center LLC is authorized to receive up to \$72,500 for damages resulting from the flood and for flood prevention and mitigation, and

BE IT FURTHER RESOLVED that the Economic Development Director shall administer the loan.

*Fiscal Note: This loan is funded by a grant received from Wisconsin Department of Commerce in the sum of \$4 million. No county tax levy funds are used for these types of loans.*

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

Requested by  
Economic Development Consortium

10-12-10

Dennis Heling & Philip Ristow: 10-05-10

RESOLUTION NO. 2010-\_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
\$2,820,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010**

WHEREAS, on September 13, 2010, the County Board of Supervisors of Jefferson County, Wisconsin (the "County") adopted an Initial Resolution (the "Initial Resolution") authorizing the issuance of general obligation refunding bonds in an amount of approximately \$2,820,000 (the "Bonds") for the public purpose of refunding obligations of the County, including interest on them, specifically: the County's Promissory Note, dated July 12, 2000 (the "2000 Note"), the General Obligation Promissory Notes, dated April 1, 2001 (the "2001 Notes"), the General Obligation Promissory Notes, Series 2002A, dated November 1, 2002 (the "2002 Notes"), and the General Obligation Promissory Notes, Series 2003B, dated August 1, 2003 (the "2003 Notes") (collectively, the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the County Board of Supervisors deems it to be necessary, desirable and in the best interest of the County to refund the Refunded Obligations for the purpose of achieving debt service cost savings;

WHEREAS, counties are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations; and

WHEREAS, the County Board of Supervisors deems it to be necessary, desirable and in the best interest of the County to authorize the issuance and sale of the Bonds upon the terms and conditions hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Sale of Bonds. The County shall sell and deliver the Bonds, designated as "General Obligation Refunding Bonds, Series 2010," in a principal amount of approximately \$2,820,000, issued for the purpose above stated, to a purchaser to be determined at public sale (the "Underwriter" or the "Purchaser"). The purchase price to be paid for the Bonds shall be such that the aggregate Underwriter's discount on the Bonds shall not exceed 0.5% of the principal amount of the Bonds. The issuance and sale of the Bonds to the Underwriter is subject to satisfaction of the condition set forth in Section 20 of this Resolution.

Section 2. The Bonds. The Chairperson and County Clerk shall make, execute and deliver the Bonds to the Underwriter, for and on behalf of the County. The Bonds shall be negotiable, general obligation refunding bonds of the County, registered as to both principal and interest. The Bonds shall be in the denomination of Five Thousand Dollars (\$5,000) each or whole multiples thereof and dated their date of issuance.

The Bonds shall mature on April 1 of each of the years and, if issued in the principal amount of \$2,820,000, shall be payable in the amounts set forth below:

<u>Year</u>	<u>Amount</u>
2011	\$1,295,000
2012	1,300,000
2013	225,000

The County reserves the right, after bids are opened and prior to the award, to increase or reduce the principal amount of the Bonds offered for sale. Any such increase or reduction will be made in multiples of \$5,000 in any maturity. In the event the principal amount is increased or reduced, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

The Bonds shall bear interest at rates per annum which will produce a true interest rate on the Bonds not in excess of 2.50%. Interest on the Bonds shall be payable on April 1 and October 1 of each year, commencing on April 1, 2011. Interest shall be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in such years and in such amounts as are sufficient to meet such principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, Series 2010" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the County above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all



other funds of the County and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and their ownership, management and use will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the County Clerk or County Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Bonds. The County shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the County at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the County and on file in the County Clerk's office.

Section 16. Payment of Issuance Expenses. The County authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by the County's financial advisor, Ehlers & Associates, Inc. ("Ehlers").

Section 17. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain customarily prepared and publicly available financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

The County Clerk, or other officer of the County charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 19. Prepayment and Redemption of the Refunded Obligations. (a) The 2005 Note shall be prepaid on December 1, 2010, at the principal amount thereof plus accrued interest to the prepayment date. The County hereby directs the County Clerk to take all actions necessary for the prepayment of the 2005 Note on December 1, 2010.

(b) The outstanding 2001 Notes, 2002 Notes and 2003 Notes are hereby called for prior payment and redemption on December 1, 2010, at a price of par plus accrued interest to the date of redemption. The County hereby directs the County Clerk to work with Ehlers to cause timely notice of redemption, in substantially the forms attached hereto as Exhibits B-1, B-2 and

B-3 and incorporated herein by this reference (the "Notices"), to be provided at the times, to the parties and in the manner set forth on the Notices.

Section 20. Condition on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Underwriter are subject to approval by the Finance Committee of the principal amount, interest rates and purchase price for the Bonds.

Section 21. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 22. Bond Insurance. If the Purchaser of the Bonds determines to obtain municipal bond insurance with respect to the Bonds, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 23. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

*Fiscal Note: The County owes \$2,772,247 from various borrowings over the years. As currently structured, the debt is payable over the next 5 years, with interest totaling \$156,386. With historically low interest rates available today, refinancing the debt would reduce the total interest to about \$39,000. From the \$117,000 savings, after deducting refinancing costs of \$39,000-\$46,000, the County would get a net savings of about \$71,000-\$78,000.*

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

Requested by  
Finance Committee

10-12-10

Quarles & Brady; Phil Ristow: 10-06-10

EXHIBIT A

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
JEFFERSON COUNTY  
NO. R-\_\_\_ GENERAL OBLIGATION REFUNDING BOND, SERIES 2010 \$ \_\_\_\_\_

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
April 1, \_\_\_\_\_, 2010 \_\_\_\_\_%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, Jefferson County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2011, until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$2,820,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the County pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of refunding certain outstanding obligations of the County, all as authorized by resolutions of the County Board of Supervisors and the Finance Committee of the County Board of Supervisors duly adopted by said governing bodies at meetings held on October 12, 2010, and October 14, 2010, respectively. Said resolutions are recorded in the official minutes of the County Board of Supervisors and Finance Committee for said dates.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the County appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and County may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Jefferson County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

JEFFERSON COUNTY, WISCONSIN

By: \_\_\_\_\_  
John Molinaro  
Chairperson

(SEAL)

By: \_\_\_\_\_  
Barbara A. Frank  
County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)



EXHIBIT B-1

NOTICE OF FULL CALL\*

Regarding

JEFFERSON COUNTY, WISCONSIN  
GENERAL OBLIGATION PROMISSORY NOTES  
DATED APRIL 1, 2001

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have the CUSIP No. as set forth below have been called by the County for prior payment on December 1, 2010, at a redemption price of 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2011	\$185,000	4.50%	473682CD2

The County shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before December 1, 2010.

Said Notes will cease to bear interest on December 1, 2010.

By Order of the  
County Board of Supervisors  
Jefferson County  
County Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50<sup>th</sup> Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to December 1, 2010, and to the MSRB. In addition, notice shall be given by facsimile or electronic transmission or overnight express delivery.

\*\* If the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

EXHIBIT B-2

NOTICE OF FULL CALL\*

Regarding

JEFFERSON COUNTY, WISCONSIN  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2002A  
DATED NOVEMBER 1, 2002

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have the CUSIP Nos. as set forth below have been called by the County for prior payment on December 1, 2010, at a redemption price of 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2011	\$525,000	3.60%	473682CX8
04/01/2012	250,000	3.70	473682DP4

The County shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before December 1, 2010.

Said Notes will cease to bear interest on December 1, 2010.

By Order of the  
County Board of Supervisors  
Jefferson County  
County Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50<sup>th</sup> Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to December 1, 2010, and to the MSRB. In addition, notice shall be given by facsimile or electronic transmission or overnight express delivery. Notice shall also be provided to MBIA Insurance Corporation, or its successor, the bond insurer of the Notes.

\*\* If the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

EXHIBIT B-3

NOTICE OF FULL CALL\*

Regarding

JEFFERSON COUNTY, WISCONSIN  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2003B  
DATED AUGUST 1, 2003

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have the CUSIP Nos. as set forth below have been called by the County for prior payment on December 1, 2010, at a redemption price of 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2011	\$450,000	3.30%	473682DK5
04/01/2012	475,000	3.50	473682DL3
04/01/2013	525,000	3.60	473682DM1

The County shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before December 1, 2010.

Said Notes will cease to bear interest on December 1, 2010.

By Order of the  
County Board of Supervisors  
Jefferson County  
County Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50<sup>th</sup> Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to December 1, 2010, and to the MSRB. In addition, notice shall be given by facsimile or electronic transmission or overnight express delivery.

\*\* If the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

Item 14a

RESOLUTION NO. 2010-\_\_\_\_\_

Award contract for Human Services building furnaces

WHEREAS, bids were solicited to replace the four rooftop furnace units at the Human Services building, and

WHEREAS, the following results were received:

Southern Lakes Plumbing and Heating, Inc. Elkhorn, Wisconsin	\$39,544
HVAC Specialists, LLC Jefferson, Wisconsin	\$38,525
Sure Fire, Inc. Horicon, Wisconsin	\$37,990
Grunau Co. Milwaukee, Wisconsin	\$35,460
J. F. Ahern Co. Fond du Lac, Wisconsin,	\$30,780

and

WHEREAS, the Infrastructure Committee recommends accepting the bid of J. F. Ahern Co. in the amount of \$30,780,

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to contract with J. F. Ahern Co. in the amount of \$30,780 for replacement of the four rooftop furnaces on the Human Services building.

*Fiscal Note: The 2010 budget contains \$40,000 for this project.*

AYES \_\_\_\_\_  
 NOES \_\_\_\_\_  
 ABSTAIN \_\_\_\_\_  
 ABSENT \_\_\_\_\_

Requested by  
Infrastructure Committee

10-12-10

Philip C. Ristow: 09-28-10

RESOLUTION NO. 2010-\_\_\_\_

Award contract to replace Courthouse parking lot blacktop

WHEREAS, the Highway Department solicited bids for replacement of the Courthouse parking lot blacktop with results as follows:

Wolf Paving	\$70,428.25
Payne & Dolan	\$84,470.00
B.R. Amon	\$98,873.00,

and

WHEREAS, in addition to the base bid above, additional costs of approximately \$4,000 for Saturday and \$7,000 for Sunday would be incurred if paving the parking lot is done over a weekend to minimize disruption in use of the parking lot, and

WHEREAS, approximately \$3,100 in charges will be made by the Highway Department for trucking the waste material away, giving a total estimated cost of \$84,500, and

WHEREAS, \$48,000 is currently allocated to this project in the Central Services budget, and

WHEREAS, transfer of \$36,500 from the Contingent Fund is necessary to fully fund the project.

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to contract with Wolf Paving in the base amount of \$70,428.25 for repaving the Courthouse parking lot.

BE IT FURTHER RESOLVED that the County Administrator may expend up to an additional \$11,000 for weekend work if that is desirable due to weather conditions or other contingencies, and

BE IT FURTHER RESOLVED that \$36,500 be transferred from the Contingent Fund Account to the Central Services budget.

*Fiscal Note: As a budget amendment, 20 affirmative votes are required for passage.*

AYES \_\_\_\_\_  
 NOES \_\_\_\_\_  
 ABSTAIN \_\_\_\_\_  
 ABSENT \_\_\_\_\_

Requested by  
Infrastructure Committee

10-12-10

Philip Ristow: 10-07-10

**JEFFERSON COUNTY COURTHOUSE PARKING LOT ASPHALTIC PAVEMENT MILLING & PAVING 09/30/10**

**BID TABULATION**

ITEM #	ITEM DESCRIPTION	UNIT	QTY.	WOLF PAVING		PAYNE & DOLAN		B.R. AMON	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Milling Asphaltic Pavement	S.Y.	3,900.0	\$2.09	\$8,151.00	\$2.05	\$7,995.00	\$5.25	\$20,475.00
2	Base Patching	C.Y.	325.0	\$22.81	\$7,413.25	\$39.00	\$12,675.00	\$35.60	\$11,570.00
3	Asphaltic Concrete Pavement E-3 PG64-22 19.0MM	TONS	480.0	\$56.17	\$26,961.60	\$60.75	\$29,160.00	\$58.35	\$28,008.00
4	Asphaltic Concrete Pavement E-3 PG64-22 12.5MM	TONS	380.0	\$61.63	\$23,419.40	\$66.50	\$25,270.00	\$64.00	\$24,320.00
5	Prepare Foundation for Asphaltic Paving	L.S.	1.0	\$3,783.00	\$3,783.00	\$8,420.00	\$8,420.00	\$6,900.00	\$6,900.00
6	Pavement Markings (Paint)	L.S.	1.0	\$700.00	\$700.00	\$950.00	\$950.00	\$7,600.00	\$7,600.00
	<b>GRAND TOTAL</b>				<b>\$70,428.25</b>		<b>\$84,470.00</b>		<b>\$98,873.00</b>
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	Unit Price	Total	Unit Price	Total	Unit Price	Total
MA1	Phased Construction	L.S.	1.0	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00

RESOLUTION NO. 2010-\_\_\_\_

**Authorization to execute project and maintenance agreements with Wisconsin DOT for the bicycle/pedestrian path alongside State Highway 26 from CTH W north to US Highway 18**

WHEREAS, the current Jefferson County Bicycle and Pedestrian Plan was produced through a partnership between Jefferson County, numerous local government units, the Wisconsin Department of Transportation, local bicycle groups and many private businesses, and

WHEREAS, the Jefferson Bicycle and Pedestrian Plan is currently in the process of being updated, and

WHEREAS, the original plan and the update draft both seek to expand the opportunity for bicycle and pedestrian traffic within Jefferson County, and

WHEREAS, reconstruction of State Highway 26 in Jefferson County has offered the opportunity for development of bicycle and pedestrian paths along and within the rights-of-way of the new highway as anticipated by the County's plan, and

WHEREAS, Resolution 2009-93 authorized the County to enter into an agreement with the Department of Transportation to maintain 5.5 miles of new bike path along Highway 26 including from Fort Atkinson north to CTH W, and

WHEREAS, the Department of Transportation will construct a \$210,000 extension of the bike path from CTH W north to US Highway 18 if the County will provide a 10 foot wide strip of land alongside Highway 26 right-of-way between CTH W and CTH J and enter into a similar agreement for maintenance of the bike path extension, and

WHEREAS, the Parks Committee recommends approval of construction of the path on county land adjacent to the east side of Highway 26 lying between CTH W and CTH J and, further, entering into a contract with the Wisconsin Department of Transportation to provide maintenance for this extension of the bicycle/pedestrian path,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Administrator is authorized to execute agreements (in the form provided) between the Wisconsin Department of Transportation and Jefferson County for the project and maintenance of bicycle/pedestrian path alongside State Highway 26 from CTH W north to US Highway 18.

BE IT FURTHER RESOLVED that the Department of Transportation is authorized to construct said path on county property adjacent to the Highway 26 right-of-way between County Trunks W and J.

*Fiscal Note: The City of Madison and Minnesota DOT estimates are \$600 to \$900 per year per mile for maintenance. This contract covers about 1.7 miles. Estimated total annual cost for maintenance of this extension would be about \$1,020 to \$1,530 per year. An Adopt a Trail Program may reduce this amount through use of volunteer labor. The land that would be permanently used for the trail is about 2 acres, leading to a loss of rental revenue of approximately \$400 - \$500 per year.*

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

Requested by  
Parks Committee

10-12-10

Philip C. Ristow: 09-29-10

# Proposed County Farm Bikepath

## Proposed Bikepath



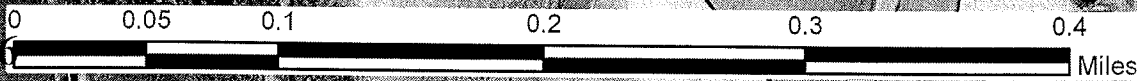
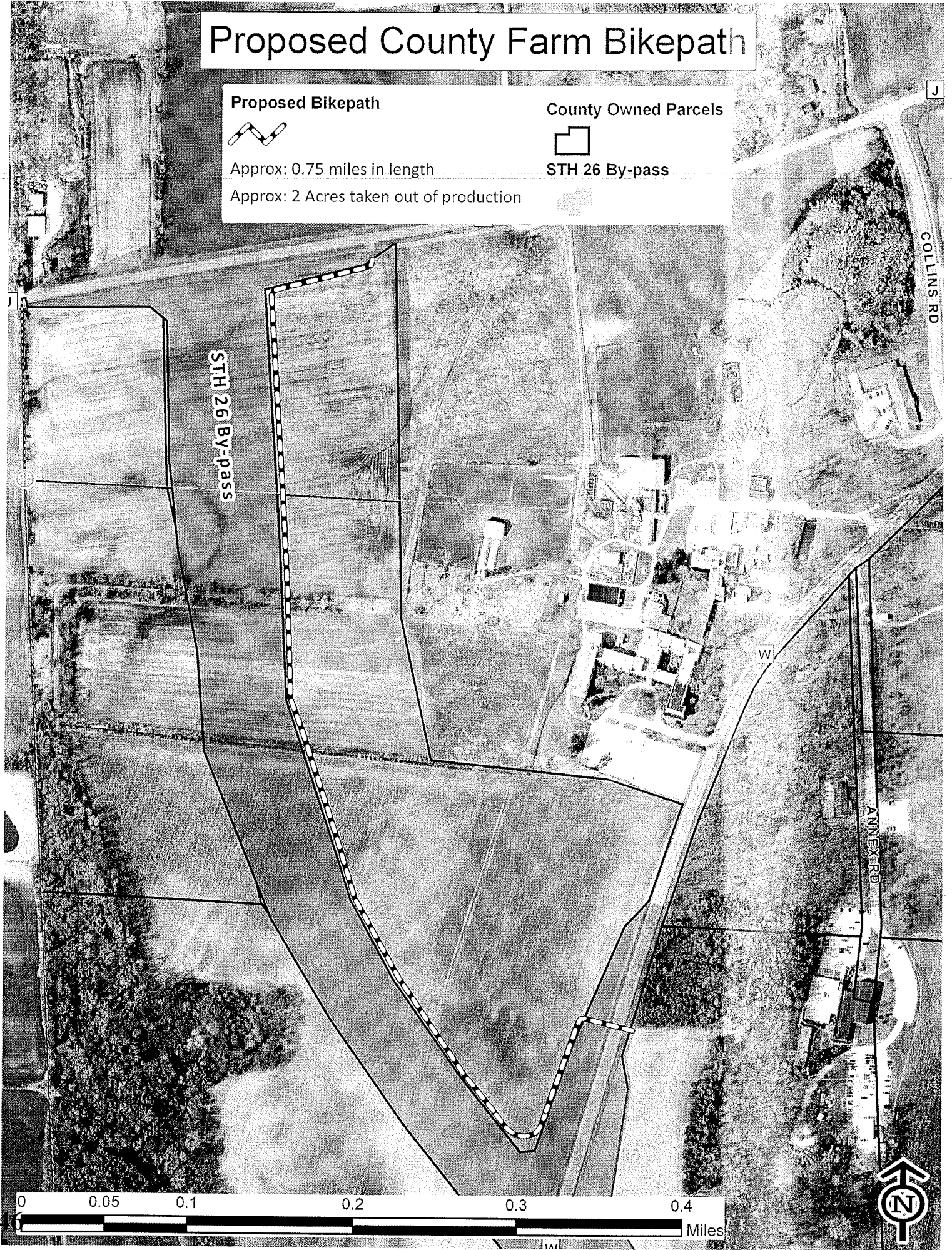
Approx: 0.75 miles in length

Approx: 2 Acres taken out of production

## County Owned Parcels



STH 26 By-pass





**CONSTRUCTION PERMIT  
RECOMMENDATION AND APPROVAL**

Wisconsin Department of Transportation  
DT1732 2/2007 (Replaces RE3027) Ch. 32 Wis. Stats.

Owner Name Jefferson County
Settlement Amount None - mutual benefit
Purpose Construction of a Multi-use Path, along STH 26 between CTH W and CTH J, that will be maintained and operated by Jefferson County. A drawing of the path and the construction area needed is attached.

For the above-stated amount, the undersigned owner(s) grant to the Wisconsin Department of Transportation, a temporary right to occupy and use the owner's land for the above-stated purpose, as long as required for such purpose, and to operate necessary equipment thereon, including the right to preserve, protect, remove or plant any vegetation that the highway authorities may deem desirable to prevent erosion of the soil.

This permit shall terminate upon completion of the construction project for which this instrument is given.

\_\_\_\_\_  
(Owner Signature) (Date)

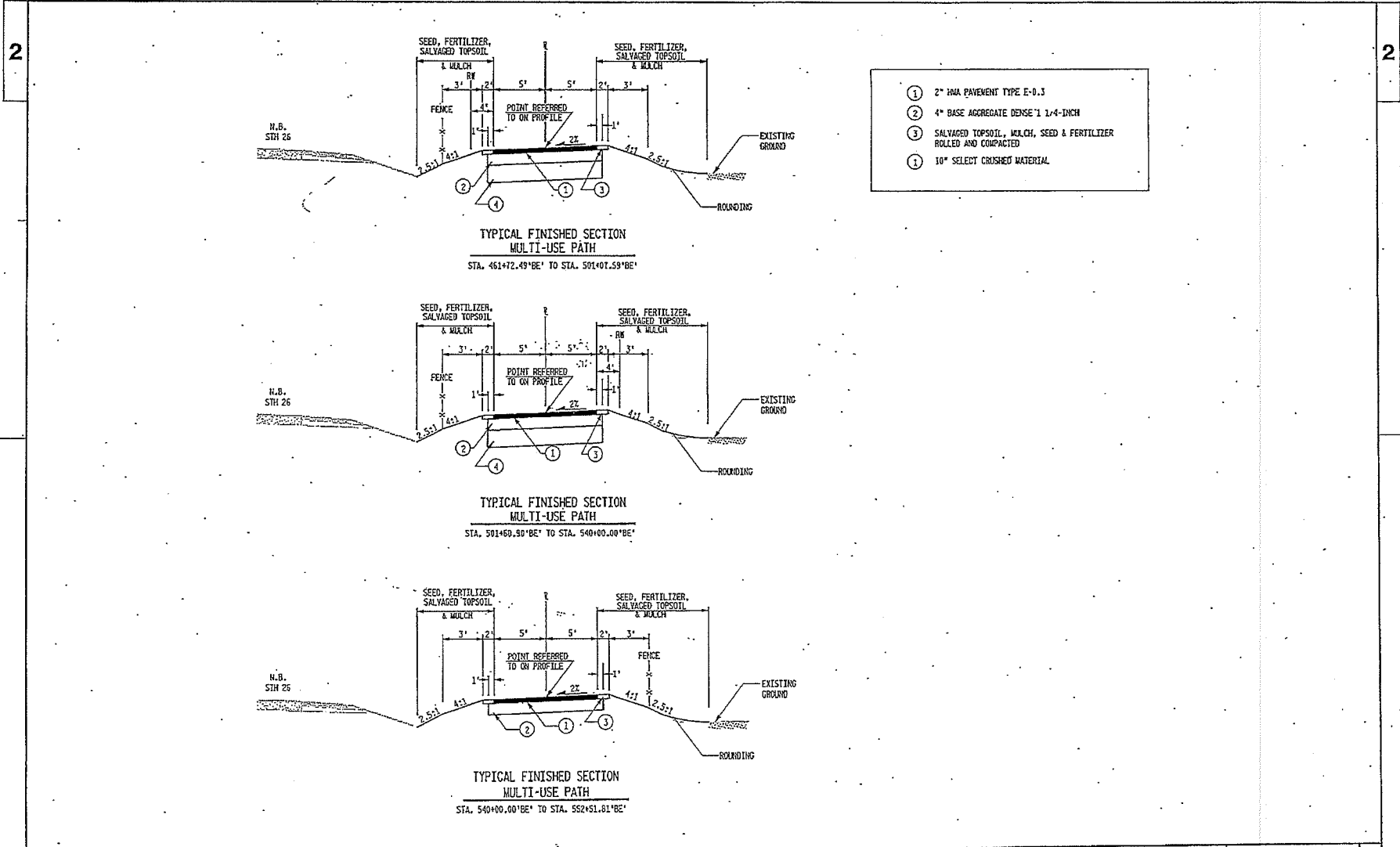
\_\_\_\_\_  
(Owner Signature) (Date)

\_\_\_\_\_  
(Regional Real Estate Management) (Date)

Project ID 1390-04-88

County Jefferson

Parcel NA



PROJECT NUMBER: 1390-04-88

HWY: STH 26

COUNTY: JEFFERSON

TYPICAL SECTIONS

SHEET

E

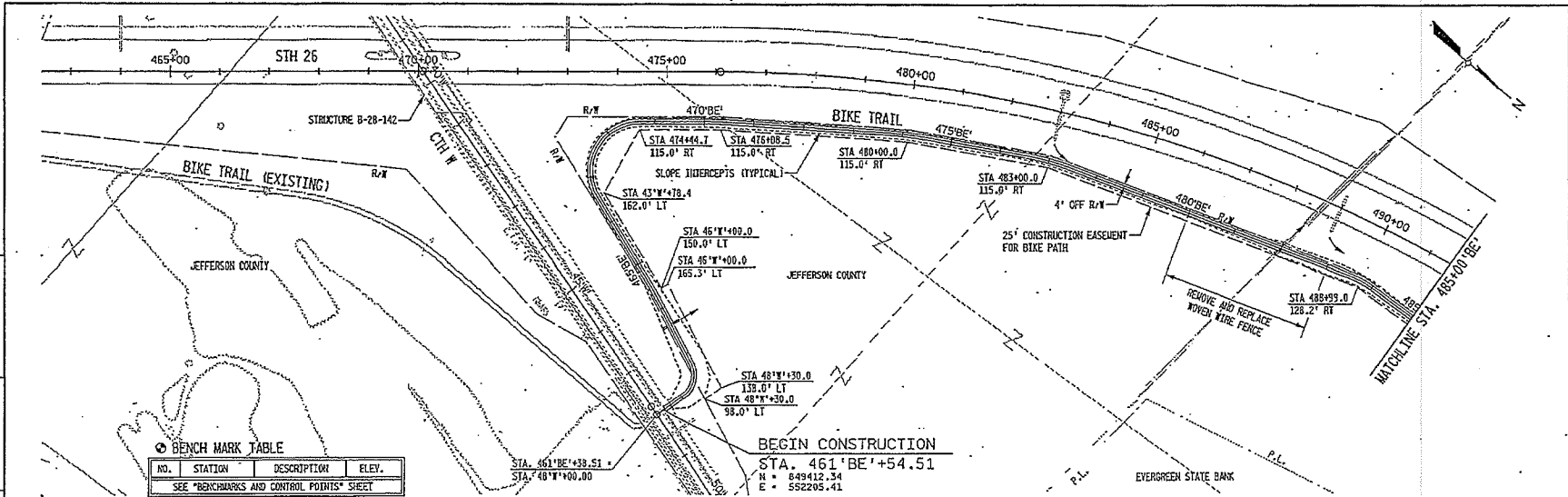
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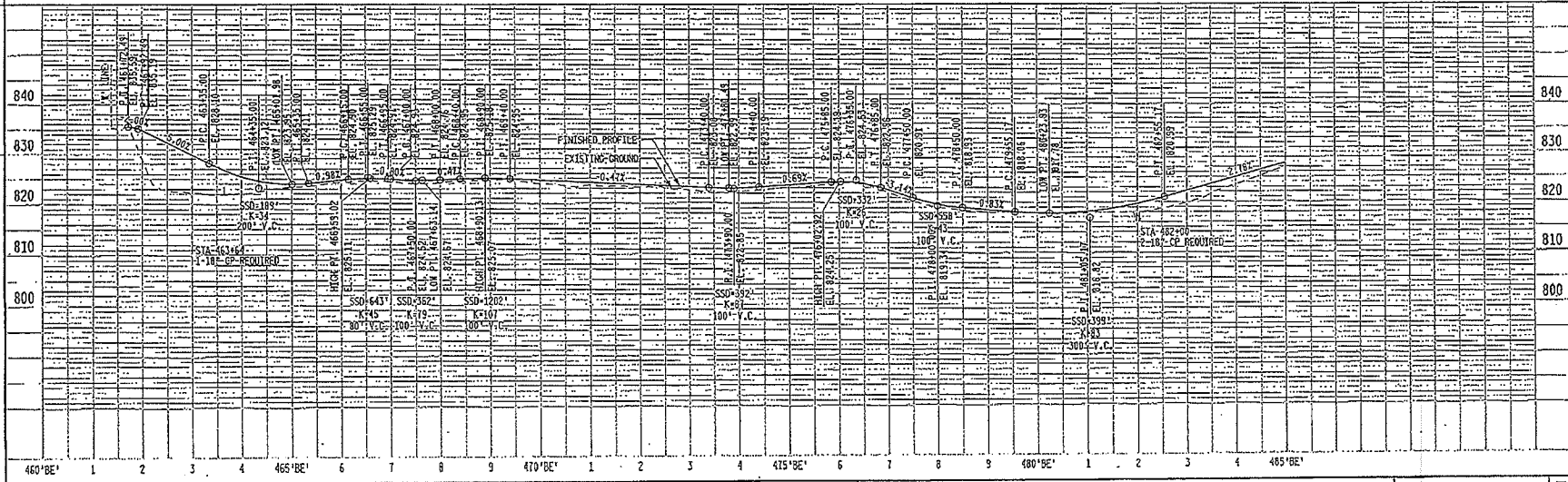
PLOT SCALE: 1/8"

WISDOT/CADD SHEET 42



**BENCH MARK TABLE**  
SEE "BENCHMARKS AND CONTROL POINTS" SHEET

NO.	STATION	DESCRIPTION	ELEV.
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2	488+53.0	BIKE TRAIL	832.21

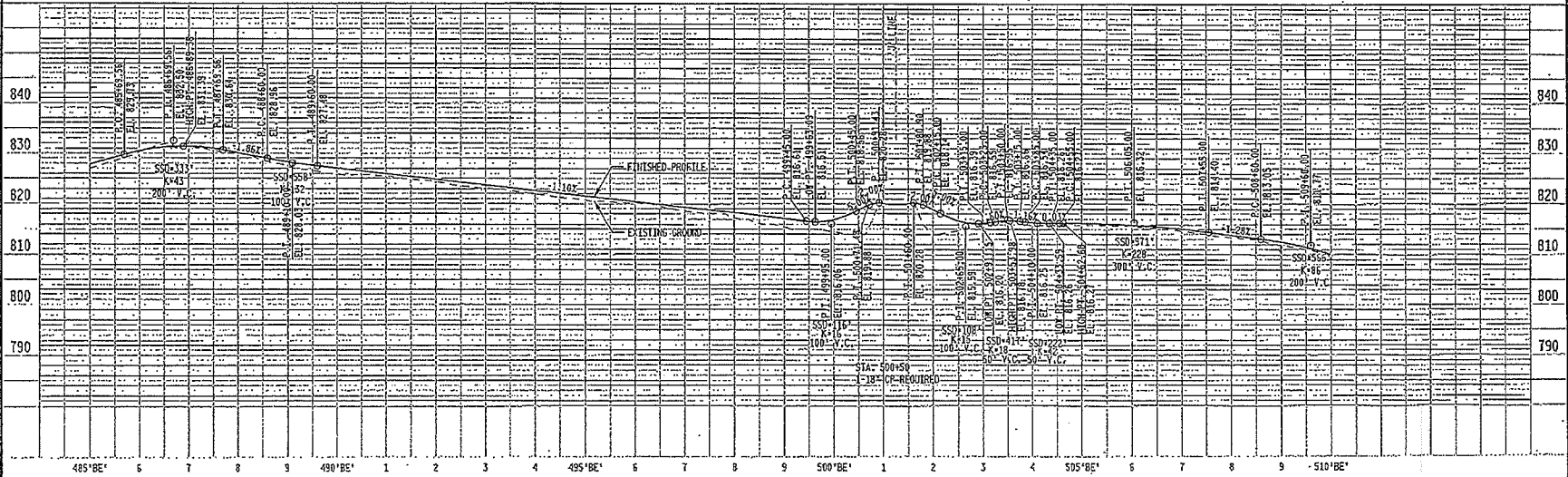
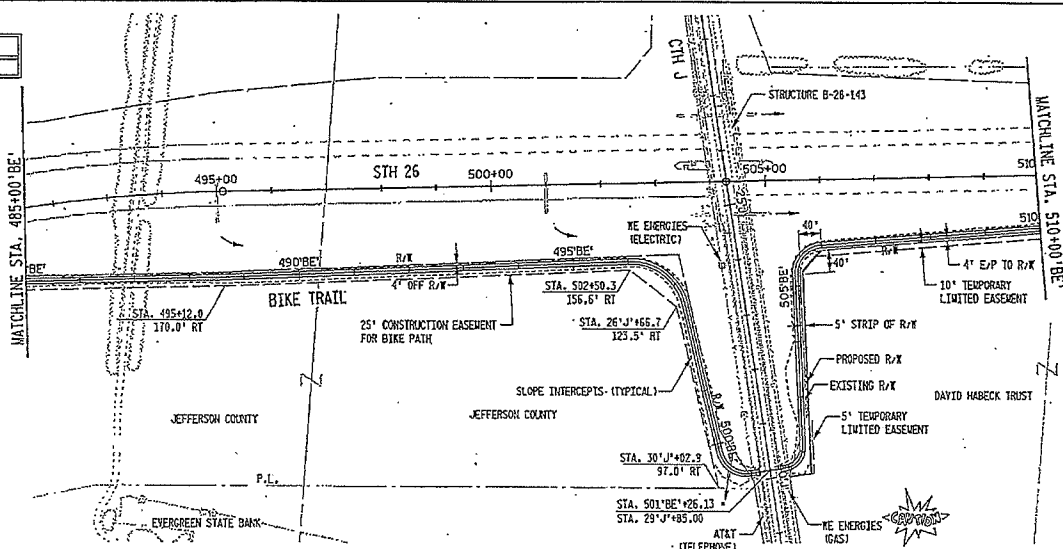


PROJECT NUMBER: 1390-04-88      HWY: STH 26      COUNTY: JEFFERSON      PLAN AND PROFILE - BIKE TRAIL      SHEET      E

FILE NAME: I:\work\project\1390\14\820\cadd\highway\139088.pp.dwg      PLOT DATE: 8/4/2010      PLOT TIME: 9:28 AM      WISDOT/CADD SHEET 40

**BENCH MARK TABLE**

NO.	STATION	DESCRIPTION	ELEV.
SEE "BENCHMARKS AND CONTROL POINTS" SHEET			



PROJECT NUMBER: 1390-04-88      HWY: STH 26      COUNTY: JEFFERSON      PLAN AND PROFILE - BIKE TRAIL      SHEET      E

Date: August 9, 2010

**STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

I.D.: 1390-04-05, -88  
Title: Jefferson to Johnson Creek  
Limits: Jefferson Road – CTH Y  
Highway: STH 26 Length: miles  
County: Jefferson

The signatory county of Jefferson, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility** – Existing STH 26 is a 2-lane roadway between the city of Jefferson and the village of Johnson Creek. Traffic is projected to exceed roadway capacity for the current 2-lane roadway.

**Proposed Improvement** – The proposed improvement is a 4-lane divided freeway. This is consistent with an overall STH 26 corridor upgrade to provide a 4-lane freeway/expressway from Janesville to STH 60 north of the city of Watertown.

**Non-participating Items** – None

**ESTIMATE SUMMARY**

PHASE	ESTIMATED COST				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Design Engineering Plan Development:					
• Project 1390-04-05 (non-connecting hwy)	\$871,300	\$871,300	100	\$0	0
Roadway Construction:					
• Project 1390-04-88					
○ Roadway Items (0010)	\$5,400,000	\$5,400,000	100	\$0	0
○ Structure B-28-156 (0020)	\$536,000	\$536,000	100	\$0	0
○ Structure B-28-177 (0030)	\$675,000	\$675,000	100	\$0	0
○ Structure B-28-178 (0040)	\$675,000	\$675,000	100	\$	0
○ Structure R-28-33 (0050)	\$330,000	\$330,000	100	\$	0
○ Structure R-28-34 (0060)	\$330,000	\$330,000	100	\$	0
○ Community Sensitive Solutions (0070)	\$210,000	\$210,000	max	\$0	bal
Roadway Construction Total	\$8,156,000	\$8,156,000	-	\$	-
Total Cost Distribution	\$9,027,300	\$9,027,300	-	\$	-

Note: All estimates include 8% delivery costs.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of County of Jefferson

\_\_\_\_\_  
Name Title Date

**TERMS AND CONDITIONS:**

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement, which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Estimate Summary cost table that shows Municipal funding participation, except with respect to any change orders requested or approved by the Municipality.
3. Funding of each project phase (design engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Estimate Summary:
  - (a) Preliminary engineering and State review services.
  - (b) Real Estate for the improvement.
  - (c) The grading, base, pavement, curb & gutter and WisDOT standard roadway bridges.
  - (d) Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - (e) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
  - (f) Signing and pavement marking, including detour routes.
  - (g) Storm sewer mains necessary for the surface water drainage.
  - (h) Construction or replacement of sidewalks.
  - (i) Replacement of driveways in kind.
  - (j) New installations or alteration of street lighting and traffic signals or devices.
  - (k) Replacement or adjustment of various storm sewer inlet covers/grates as needed.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items.

- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire hydrants, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) Construction inspection, staking and material testing & acceptance for construction of sanitary sewer and water main.
  - (c) Adjustments of sanitary sewer manhole covers and water valve covers.
  - (d) Bridge width in excess of WisDOT standards.
  - (e) Replacement or installation of signs and pavement markings not necessary for the safe and efficient movement of traffic (i.e. no parking signs & curb markings and crosswalk sign beacons).
5. As the work progresses, the Municipality will be billed and agrees to pay for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs and the Municipality agrees to pay any required reimbursement to the State.
  6. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State in behalf of the project.
  7. The work will be administered by the State and may include items not eligible for Federal/State participation.
  8. The Municipality will at its own cost and expense:
    - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and will make ample provision for such maintenance each year.
    - (b) Maintain features outside the travel way. This includes but is not limited to parking lanes, curb & gutter, sidewalks, multi-use paths, drainage facilities (including storm sewers), CSS/Enhancement/aesthetic items and snow removal from travel lanes, (if this is a Connecting Highway) parking lanes, sidewalks and multi-use paths.
    - (c) Prohibit angle parking.
    - (d) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
    - (e) In cooperation with the State; jointly assume general responsibility for all public information and public relations for the project and to make appropriate announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

- (f) Use the WisDOT Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.
- (g) Maintain all State-approved Community Sensitive Solutions (CSS)/Enhancement funded items. The proposed CSS improvement is the construction of a multi-use path along STH 26. The municipality will enter into a maintenance agreement with the State for maintenance of this proposed multi-use path.

9. Basis for local participation:

- (a) Design Engineering (1390-04-05)

All design engineering costs necessitated by the street or road construction are 100% eligible for Federal/State funding.

- (b) Roadway Construction (1390-04-88)

- i. Parking: NA
- ii. Sidewalk: NA
- iii. Lighting: NA
- iv. Community Sensitive Solutions(CSS): The CSS funding is 100% Federal/State with a maximum of \$210,000. The Municipality will be responsible for 100% of the costs of the aesthetic items over the Federal/State maximum.

- (c) Non-participating Construction: None

- 10. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
- 11. The Municipality will approve a construction permit for the construction the proposed multi-use path along the east side of highway 26 from county highway W to U.S. highway 18 on land owned by the Municipality.



**AGREEMENT BY AND BETWEEN THE WISCONSIN DEPARTMENT OF  
TRANSPORTATION AND JEFFERSON COUNTY FOR THE MAINTENANCE OF THE  
BICYCLE /PEDESTRIAN PATH  
WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY 26**

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between Jefferson County, Wisconsin, hereinafter called the "County", and the STATE OF WISCONSIN, Department of Transportation, hereinafter called the "State".

**WITNESSETH:**

WHEREAS, the State and County have agreed to the development of bicycle/pedestrian path, hereinafter called the "Path". The Path location is shown on the attached drawing and described as follows:

The Path starts on the north side of County Highway W and extends northerly 1.7 miles along the east side of State north side Highway 26 until to US Highway 18.

Said Path includes an area approximately 4 feet on each side of the Path plus any drainage pipes and structures constructed for the Path. (See attached location map)

WHEREAS, within said limits the initial construction of the path and appurtenances will be financed and completed by the State in cooperation with the County.

WHEREAS, Wis. Stat. Sec. 66.0301 authorizes municipalities, including the County and the State, to contract with one another for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

**AGREEMENT:**

NOW, THEREFORE, the County and the State, in consideration of the mutual covenants herein set forth, and other good and valuable considerations, the receipt of which is hereby acknowledged, agree to make this Intergovernmental Agreement under Wis. Stat. sec. 66.0301 for the purposes stated herein, as follows:

1. **Path Location.** The paved Path general limits are as described above in the first "Whereas" paragraph and shown on the attached exhibits.
2. **Path Construction.** The Path shall consist of a ten-foot asphaltic paved surface (2" thick) on 6" of crushed gravel with two-foot turf shoulders generally within the STH 26 Rights-of-Way. The initial construction of the path will be financed and completed by the State.
3. **Path Lighting.** None. The County shall be responsible for the financing, maintenance, rehabilitation and replacement of any Path Lighting.
4. **Path Signing.** Within the said limits any required signage will be financed and installed by the State. Any additional desired signing, as approved by the state, shall be provided and financed by the County and installed during initial construction by the State.
5. **Path Maintenance.** The County shall maintain the Path, at its own expense. For purposes of this agreement, maintenance shall mean keeping all existing surfaces, signing and marking in

good repair; repair of damage due to unauthorized use, vandalism, graffiti or theft; removing dirt and debris from the path surface; removing litter from the paved surface and nearby adjacent grassed areas; mowing grass areas; keeping any other landscaping in healthy and neat condition; keeping all drainage ditches in good working condition; and keeping drainage structures free of debris and in good repair. The County shall be responsible for any other maintenance needs that are not listed above and within the Path corridor. Winter maintenance shall be at the discretion of the County.

6. **Use of Path.** The use of the Path by the County shall be for bicycle and pedestrian transportation and may also include public access for recreational activities, including bicycling, pedestrian use and skating, as defined in Wis. Stat. sec. 895.52.
7. **Prohibition of Motorized Vehicles.** Use of this Path by motorized vehicles of any type, except as needed for maintenance, rehabilitation or emergency rescue purposes, or under Paragraphs 10 and 14 herein, is prohibited, except for motorized wheelchairs. The Town/Village/City at its discretion may prohibit electric personal assistive mobility devices, as defined in state statute 340.01 (15pm).
8. **Path Corridor Encroachments.** The County shall be responsible for keeping the Path corridor right-of-way free of encroachments.
9. **Path Fees.** The County shall not charge fees for the use of the Path.
10. **Removal of Equipment.** All Path signs, lighting and appurtenances, which remain the property of the County, shall be removed by the County, at its own expense, upon termination of the Maintenance Agreement.
11. **Enforcement.** Promulgation and enforcement of noise, littering and loitering restrictions and the prohibition of motorized vehicles on and along the Path and shall be the sole responsibility of the County. The County may pass such ordinances and resolutions as it deems appropriate to govern these restrictions on the Path, and may use such methods as it deems appropriate to assure compliance with said restrictions. Any other restrictions proposed by the County shall require written concurrence from the State.
12. **Liability.** The County commits itself to assuming full responsibility for the management of the Path and all transportation and recreation operations thereon, and for any legal liability arising out of any of its own acts or omissions relating to its occupation, management, maintenance or transportation and recreational use of the Path, to the extent provided by law.
13. The County and State agrees to conduct their activities along and on the Path so as not to endanger any person or property thereon. The parties agree that each party shall be responsible for its own acts or omissions and those of its officers, employees and agents, and those of its boards, commissions, agencies and officials, if any; and shall be responsible for any loss or expense (including costs, damages and attorney fees) by reason of liability imposed by law, attributable to such acts or omissions to the extent provided by law.
14. **Wisconsin Department of Transportation (WisDOT) Property Rights.** This Agreement is not a lease and does not convey or transfer any ownership or rights of ownership in WisDOT right-of-way to the County. This instrument is a permit and the extent of the permit is to allow the use of the Path temporarily for certain activities as set forth herein. The State retains all rights of property ownership, and only the State can grant an invasion of said ownership rights.
15. The State retains the authority for the issuance of permits to allow a public or privately owned utility the right to construct, operate, and maintain a utility facility over, across, upon,

and within WisDOT right-of-way. If a permit is issued under this paragraph, it shall be a condition of the permit that use of the right-of-way needed for the Path shall not be impaired, the utility permittee shall repair said right-of-way and return it to its pre-existing condition, normal wear and tear considered, as soon as possible.

16. The State shall provide the County with written notice prior to the issuance of any permit under this paragraph, and shall coordinate with the County on matters pertaining to utility permit applications.
17. The State retains full and final authority regarding the sale or disposal of the right-of-way or any portions thereof. Furthermore, this Agreement is subject to existing permits.
18. The State retains the right to close all or any portion of the Path at any time if it needs the right-of-way for future highway improvements or other operational needs, without compensating the County to relocate the Path should the County decide to do so.
19. **Term.** The term of this Maintenance Agreement shall be twenty (20) years from the effective date written above. This Agreement shall automatically be renewed under the same terms and conditions for additional one (1) year terms, unless either party shall give written notice to the contrary to the other party at least ninety (90) days before the renewal date.
20. **Applicability.** If any term, covenant, condition, or provision (or part thereof) of this Agreement, or the application thereof to any part or circumstance, shall at any time or to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision (or remainder thereof), to parties and circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
21. **Changes.** No term or provision of this Agreement, or any of its attachments, may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by all parties to this Agreement. Consents and approvals required under this instrument may be made or granted by exchange of letters between the parties.
22. **Non-Discrimination.** The parties agree to abide by their own respective non-discrimination policies and procedures during the term of this agreement. Further, the parties agree that this agreement does not subject either party to the other's jurisdiction for the administration of such matters.
23. **Entirety.** The Agreement together with any documents referred to herein contain the entire Agreement of the parties and supersedes any and all prior Agreements and draft Agreements, or oral understandings between the parties regarding the Path.
24. **Notices.** Any notice required to be made in writing or any filing required to be made with any party to this Agreement shall be sent to the following addresses:

**For the State:**

Planning Chief  
WisDOT Southwest Region  
2101 Wright Street  
Madison, WI 53704

**For the County:**

*Joe Niemer, Jefferson County Parks Director  
Jefferson County Courthouse  
320 South Main Street  
Jefferson, WI 53549*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

**WISCONSIN DEPARTMENT OF TRANSPORTATION, STATE OF WISCONSIN:**

\_\_\_\_\_  
WisDOT Southwest Region Director  
Joseph Olson, P.E.

\_\_\_\_\_  
Date:

**JEFFERSON COUNTY, WISCONSIN:**

Approval By: \_\_\_\_\_  
Jefferson County      Title      Date

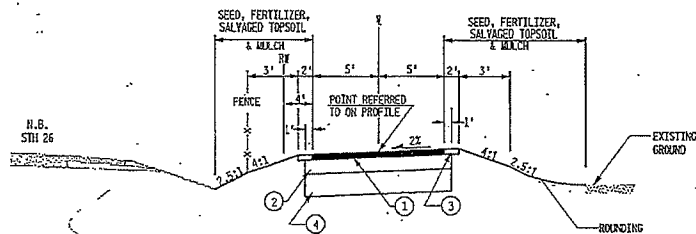
Approval By: \_\_\_\_\_  
Jefferson County      Title      Date

Approval By: \_\_\_\_\_  
Jefferson County      Title      Date

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2

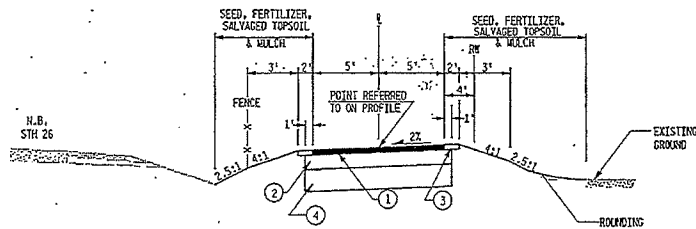
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TYPICAL FINISHED SECTION  
MULTI-USE PATH

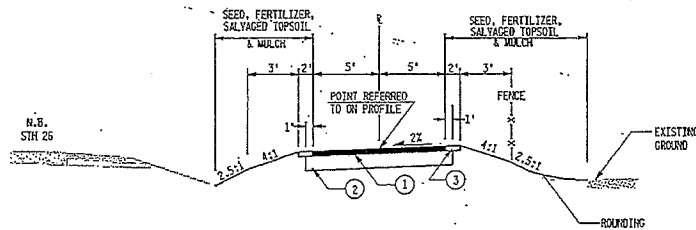
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- ② 4" BASE AGGREGATE DENSE 1 1/4-INCH
- ③ SALVAGED TOPSOIL, MULCH, SEED & FERTILIZER ROLLED AND COMPACTED
- ④ 10" SELECT CRUSHED MATERIAL



TYPICAL FINISHED SECTION  
MULTI-USE PATH

STA. 501+59.50' BE' TO STA. 540+00.00' BE'



TYPICAL FINISHED SECTION  
MULTI-USE PATH

STA. 540+00.00' BE' TO STA. 552+51.81' BE'

PROJECT NUMBER: 1390-04-88

HWY: STH 26

COUNTY: JEFFERSON

TYPICAL SECTIONS

SHEET

E

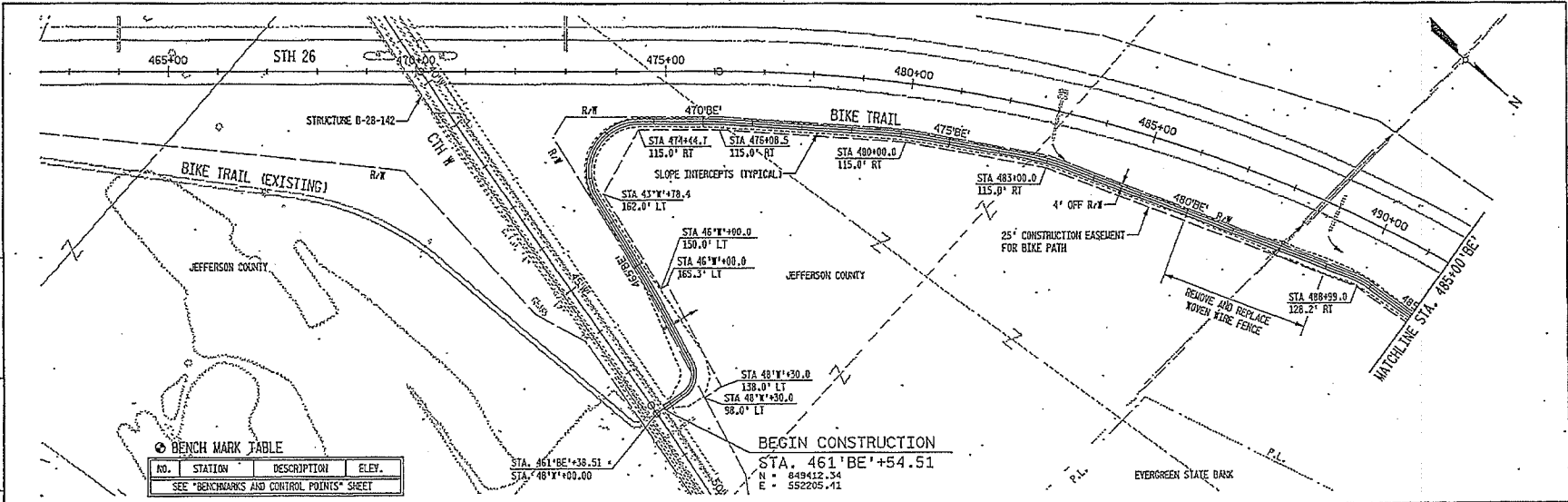
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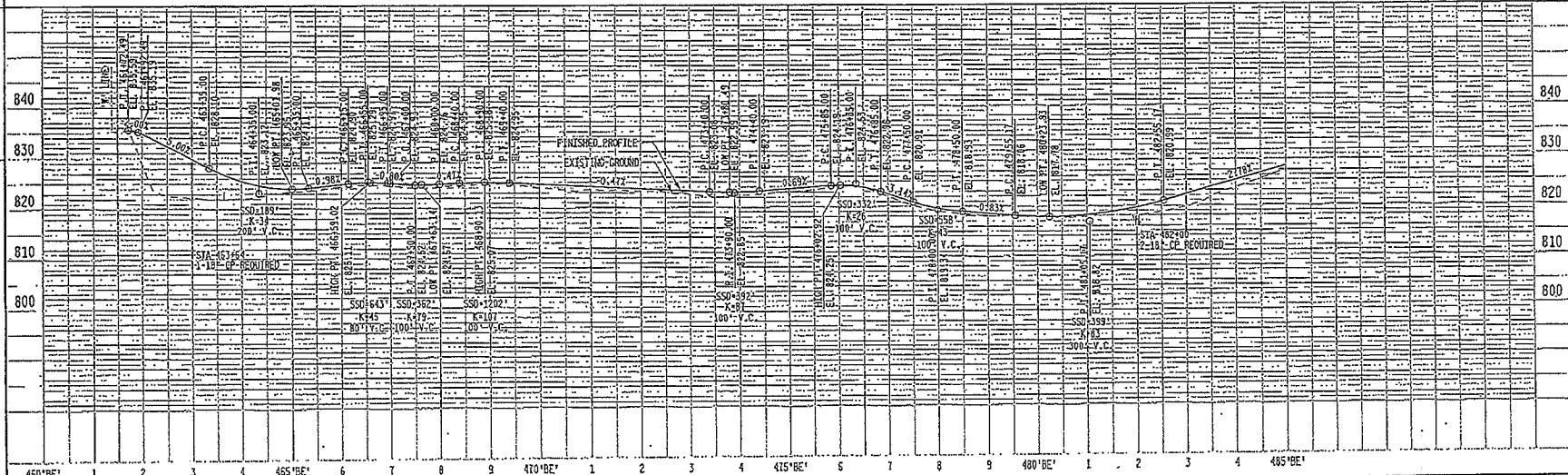
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WISDOT/CADD SHEET 42



**BENCH MARK TABLE**  
SEE "BENCHMARKS AND CONTROL POINTS" SHEET

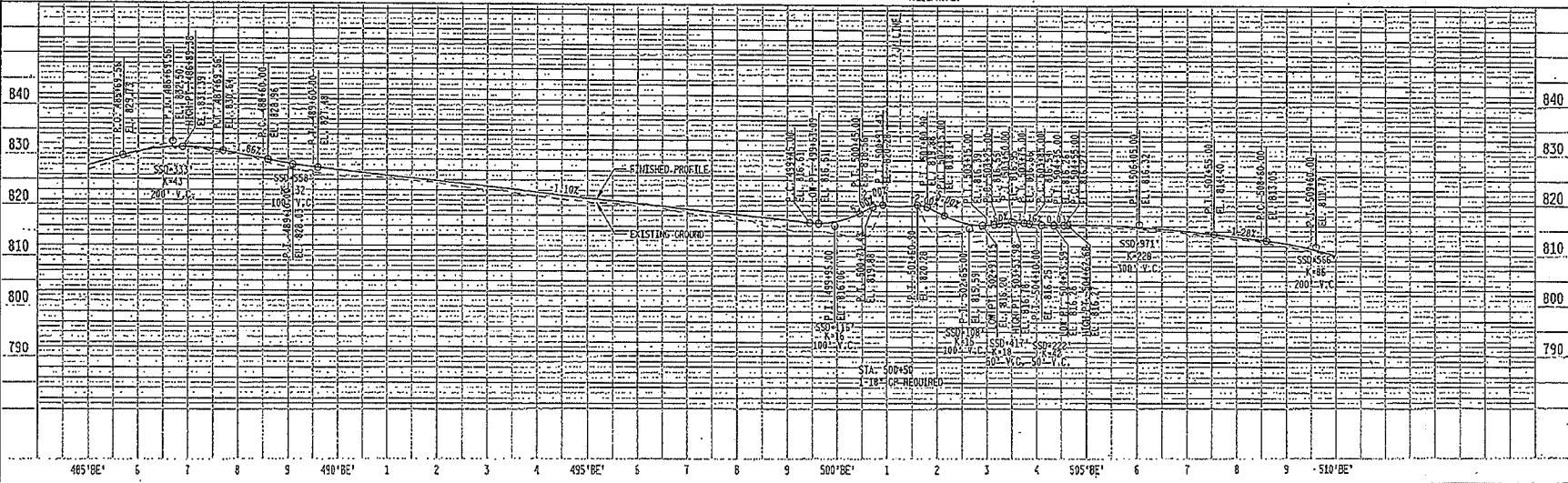
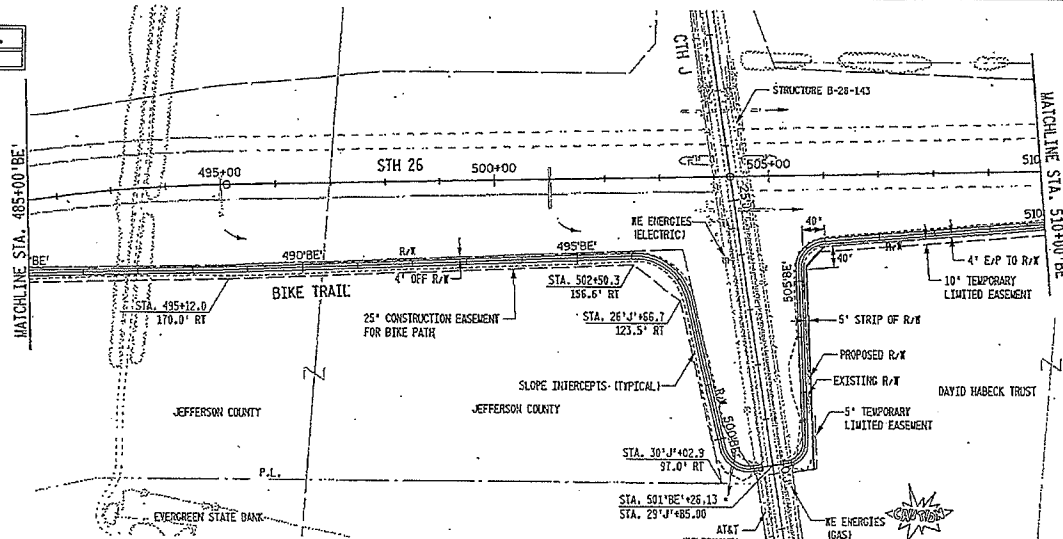
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PROJECT NUMBER: 1390-04-88      HWY: STH 26      COUNTY: JEFFERSON      PLAN AND PROFILE - BIKE TRAIL      SHEET E

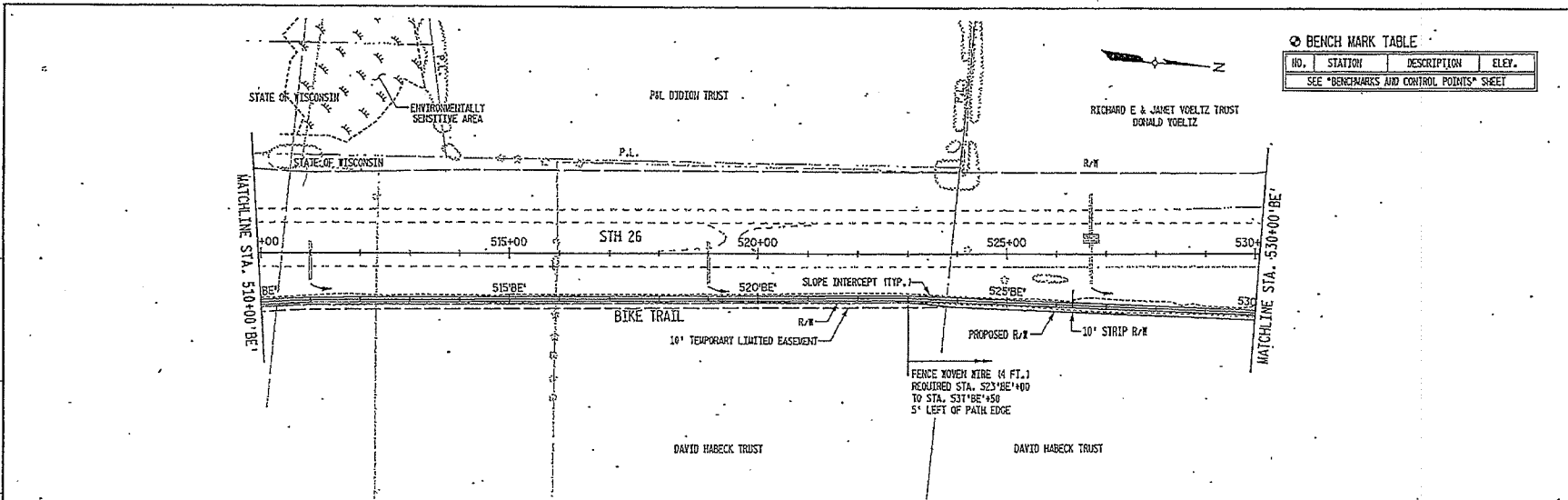
**BENCH MARK TABLE**

NO.	STATION	DESCRIPTION	ELEV.
SEE "BENCHMARKS AND CONTROL POINTS" SHEET			



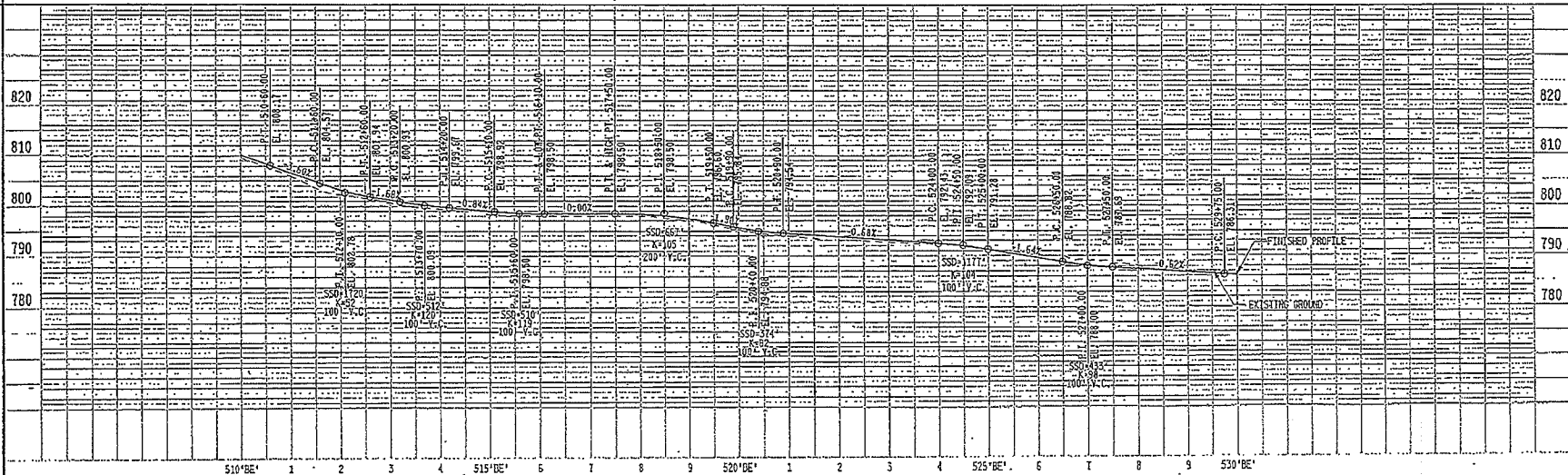
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◎ BENCH MARK TABLE

NO.	STATION	DESCRIPTION	ELEY.
SEE "BENCHMARKS AND CONTROL POINTS" SHEET			



PROJECT NUMBER: 1390-O4-88      HWY: STH 26      COUNTY: JEFFERSON      PLAN AND PROFILE - BIKE TRAIL      SHEET      E

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 BATCH PRINT SHEET 3 OF 4

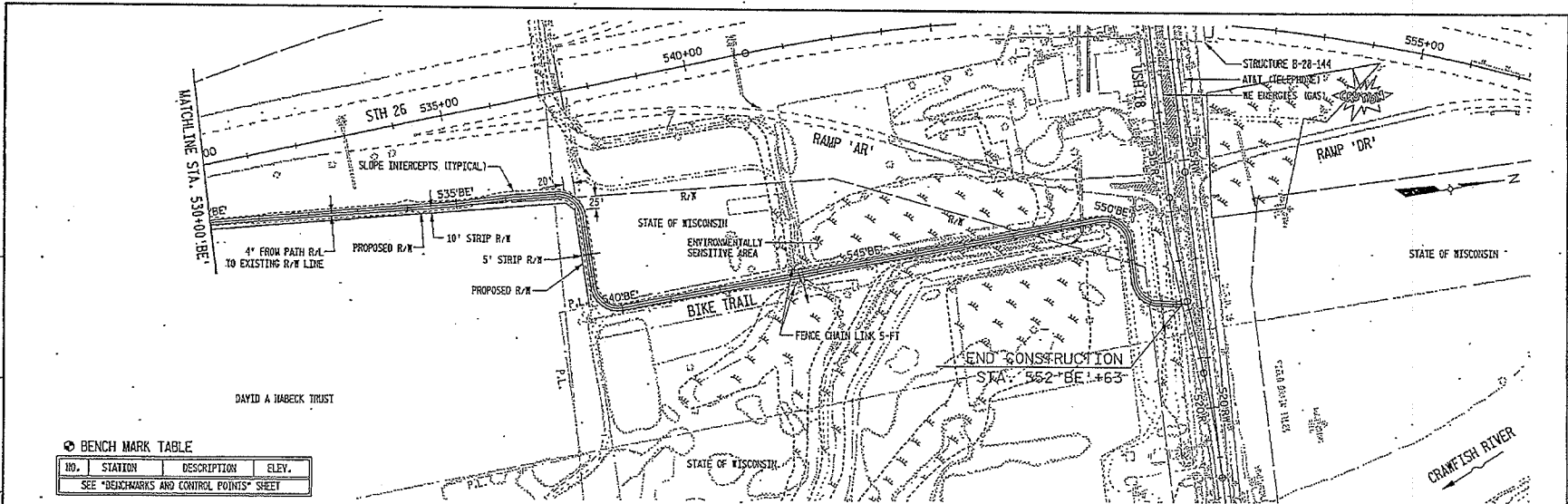
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 PLOT TABLE: \\work\projects\1390\1390-04\highway\MS.Printing\Printer.Driver\SET.N=007.dtl

PLOT DATE: 8/1/2010  
 PLOT TIME: 9:36:28 AM

PLOT SCALE: 1:200

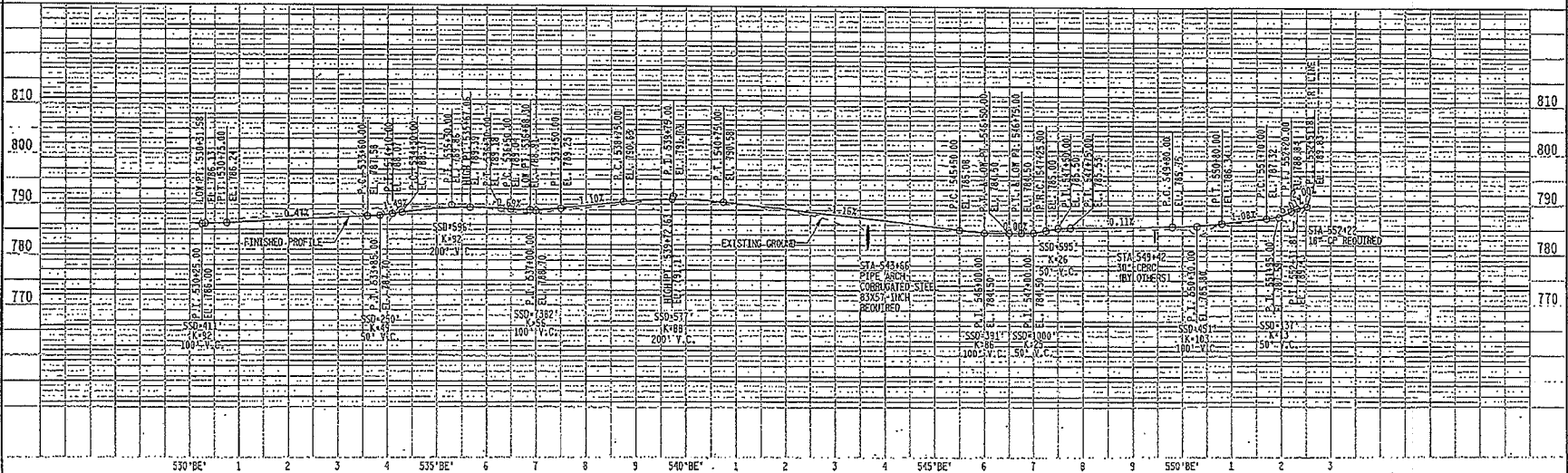
HSIDOT/CADD SHEET 40





⊙ BENCH MARK TABLE

NO.	STATION	DESCRIPTION	ELEV.
SEE "BENCHMARKS AND CONTROL POINTS" SHEET			



PROJECT NUMBER: 1390-04-88      HWY: STH 26      COUNTY: JEFFERSON      PLAN AND PROFILE - BIKE TRAIL      SHEET E

FILE NAME: E:\work\projects\1390\1390-04-88\highway\1390-04-88.dwg      PRINTER DRIVER: L:\drivers\lprn.cab\tds\WorkSpace\CLIENTS\WISDOT\Users\State\lscorcora\NS.Printing\Printer\_Driver\_VET.PDF      PLOT DATE: 8/4/2010      PLOT SCALE: 1:2500  
 BATCH PRINT SHEET 4 OF 4      PEN TABLE: E:\work\projects\1390\1390-04-88\highway\NS.Printing\Pen\_Table\_VET\_V300T.tbl      PLOT TIME: 9:28:42 AM      WISDOT/CADDIS SHEET 40

**Item 15b**

**RESOLUTION NO. 2010-\_\_\_\_\_**

**Resolution awarding skidsteer bid**

WHEREAS, the sale of Countryside Home resulted in the loss of equipment shared by Countryside with other departments including a Bobcat skidsteer shared with the Parks Department, and

WHEREAS, bids were solicited for a replacement skidsteer with the result being one bid received from Midstate Group Inc., Watertown, Wisconsin, in the amount of \$45,887 for a skid steer and attachments with a list price of \$70,722, and

WHEREAS, the Finance Committee has transferred adequate funds to the Parks Department budget for this purchase,

NOW, THEREFORE, BE IT RESOLVED that the Parks Department is authorized to contract for a Bobcat skidsteer with attachments in the amount of \$45,887.

*Fiscal Note: As set forth above, the Finance Committee has transferred Contingent Fund monies into the Parks Department budget to pay for this replacement equipment as well as the Parks Department lawnmower and the Human Resources badge printer, which were the items sold with Countryside Home that were shared by Countryside with other county departments. The Countryside Home sale proceeds have been deposited into the General Fund.*

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

Requested by  
Parks Committee

10-12-10

Philip Ristow: 10-07-10

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

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

Human Services Board

- a. Marty Powers, Jefferson, WI, to the Human Services Board for a 3-Year term expiring November 1, 2013

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

- b. John McKenzie, Fort Atkinson, WI, to the Human Services Board for a 3-Year term expiring November 1, 2013

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

- c. Richard Jones, Waterloo, I, to the Human Services Board for a 3-Year term expiring November 1, 2013

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_