

AGENDA

JEFFERSON COUNTY BOARD MEETING

Tuesday, May 14, 2013 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 APRIL 16, 2013 COUNTY BOARD MINUTES**
 7. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Page 1)
 - b. Letter dated April 16, 2013 from Clare Carlson, President Friends of GHA (Page 2-3)
 - c. Frank Pfinder's Claim for Damage to Animals (Page 4)
 - d. Zoning Committee Notice of Public Hearing, May 16, 2013, 7:00 p.m. Rm 205 (Page 5-6)
 8. **PUBLIC COMMENT**
 9. **ANNUAL REPORTS**
 - a. Human Resources – Terri Palm-Kostroski
 - b. Economic Development Consortium – Dennis Heling
 - c. Presiding Judge Koschnick
- COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
10. **COUNTY ADMINISTRATOR SEARCH COMMITTEE**
 - a. Resolution – Appoint County Administrator (Page 7-13)
 11. **PLANNING & ZONING COMMITTEE**
 - a. Report – Approval of Petitions (Page 14)
 - b. Ordinance – Amend Zoning Ordinance (Page 15-16)
 - c. Resolution – Authorizing contract for professional services to replace internal geographic information system (GIS) interface and public GIS interactive map web portal (Page 17-18)
 12. **ADMINISTRATION AND RULES COMMITTEE**
 - a. Resolution – Support creating s. 843.025 to require recording of mortgage assignments (Page 19)
 - b. Resolution – To oppose placement of Election Day voter registration under the direction of the County Clerk's Office (Page 20)
 - c. Resolution – Support modification of recount procedures to allow either hand count or the use of automated tabulating equipment (Page 21)
 - d. Resolution – To oppose set hours for obtaining absentee ballots (Page 22)
 - e. Resolution – Support legislation to show veteran's status on driver's license and identification cards (Page 23)

13. ECONOMIC DEVELOPMENT CONSORTIUM
 - a. Resolution – EPA Brownfields Assessment Grant Application for Hazardous Substances and EPA Brownfields Assessment Grant Application for Petroleum Products for Jefferson County (Page 24-25)
14. HIGHWAY COMMITTEE
 - a. Resolution – 2013-05 - Contract for professional design services for the Highway Department – Jefferson main facility - Postponed from April 16, 2013 meeting (Page 26-28)
15. SUPERVISOR MORSE
 - a. Motion to reconsider Resolution 2013-12 from Human Resources Committee (2013-12, Page 29; Reconsideration, Page 30)
16. LAW ENFORCEMENT AND EMERGENCY MANAGEMENT COMMITTEE
 - a. Resolution – Approve jail freezer bid (Page 31)
17. PARKS COMMITTEE
 - a. Resolution – Approve Amended Glacial Heritage Area Memorandum of Understanding with the State of Wisconsin (Page 32-47)
18. **APPOINTMENTS BY COUNTY ADMINISTRATOR**
 - a. William von Rohr, Palmyra, WI to the Mid-Wisconsin Federated Library Systems Board to fill an unexpired term ending January 1, 2016 (Page 48)
 - b. William T. Kern, Highway Commissioner for a two-year term ending May 31, 2015 (Page 48)
19. **ANNOUNCEMENTS**
20. **ADJOURN**

**NEXT COUNTY BOARD MEETING
JUNE 11, 2013 7:00 P.M. ROOM 205**

**GENERAL FINANCIAL CONDITION
JEFFERSON COUNTY WISCONSIN
May 1, 2013**

Available Cash on Hand		
April 1, 2013	\$	78,991.13
April Receipts	\$	<u>6,469,957.39</u>
 Total Cash	\$	 6,548,948.52
 Disbursements		
General - April 2013	\$	5,594,678.08
Payroll - April 2013	\$	<u>1,191,238.76</u>
 Total Disbursements	\$	 <u>6,785,916.84</u>
 Total Available Cash	\$	 (236,968.32)
 Cash on Hand (in bank) May 1, 2013	\$	282,064.69
Less Outstanding Checks	\$	<u>519,033.01</u>
 Total Available Cash	\$	 (236,968.32)
 AIM Government & Agency Portfolio	\$	3,992,233.18
 Local Government Investment Pool - General	\$	21,773,467.04
 Institutional Capital Management	\$	16,112,202.11
 Local Government Investment Pool -Clerk of Courts	\$	25,911.38
 Local Government Investment Pool -Farmland Preservation	\$	252,564.10
 Local Government Investment Pool -Parks/Liddle	\$	<u>87,399.14</u>
	\$	42,243,776.95
 2013 Interest - Super N.O.W. Account	\$	483.35
2013 Interest - L.G.I.P. - General Funds	\$	9,509.15
2013 Interest - ICM	\$	65,883.03
2013 Interest - AIM	\$	267.42
2013 Interest - L.G.I.P. - Parks /Carol Liddle Fund	\$	40.28
2013 Interest - L.G.I.P. - Farmland Preservation	\$	116.39
2013 Interest - L.G.I.P. - Clerk of Courts	\$	<u>11.94</u>
Total 2013 Interest	\$	76,311.56



JOHN E. JENSEN
JEFFERSON COUNTY TREASURER

Item 7b

Dear County Board Member,

Tuesday, April 16, 2013

I am writing to thank-you for your continued support of the Glacial Heritage Area (GHA) in Jefferson County and to provide a brief update of our activities as the Friends group of this unique project. Since we formed the Friends of GHA approximately eleven months ago, we have made great progress in growing our membership, and now have a database of over 300 email recipients who have expressed interest in receiving GHA news and information. With the continued efforts of Jefferson County, the DNR, and the Friends, we believe that our County will become a regional destination for outdoor recreation—whether it's biking, paddling, skiing, hunting and fishing, camping, or enjoying wildlife viewing and hiking trails. We are working hard to create awareness of the value of GHA properties and to build support for the development of interconnecting trails between these properties and our communities.

Creating awareness has been the focus of our monthly "Get to Know What's in Your Backyard" guided walk series. With this initiative, we invite the public to join us in volunteer naturalist-led walks at different GHA properties. So far, we've been to Rome Pond, Dorothy Carnes Park, and CamRock Park. Each walk has been unique and enjoyable, having experts on hand to help identify birds and plant species, examine beaver-felled trees and snail shells along a lake, leading discussion regarding cultural sites and property history, and more. These walks have been well-attended with new Friends' members at each outing. In the next few months, as spring migration begins, we will have bird experts on hand from the Jefferson-Dodge Birding Group and Madison Audubon to help attendees with bird identification.

Other Friends' events planned for the spring and summer include the return of the popular Bike and Hike with the Artists slated for June 29 as well as several other events highlighting the variety of recreational activities possible in the GHA. Last summer, bikers and hikers interacted with Lake Mills artists engaged in artistic creation along the Glacial Drumlin trail. This year, the event will include two artists groups from Lake Mills and Jefferson at two GHA locations, Korth and Pohlman Parks. As these parks are located near the Glacial Drumlin Trail, visitors will have an opportunity to bike to each location and interact with both arts groups. DNR staff will also be on hand to present an environmental education station. We are also working on a paddle- and-bird watch trip down the Bark River, co-sponsoring a Bioblitz event at Zeloski Marsh, and will sponsor a GHA Open House and Pot Luck on August 24th at Korth Park in Lake Mills. In addition, we were present at the well-attended Milwaukee Sports Show and Canoecopia in Madison the weekend of March 9 and 10. We plan to provide volunteers at this year's county fairs in order to help promote awareness of the GHA.

We also feel it is important to help improve the lands within the GHA in any way that we can. For this reason, we will have our first work day in the GHA on Sunday, May 5 at 9 a.m. at Lake Ripley Preserve, located on the east side of the Lake Ripley in Cambridge. Our group will remove brush and invasive species that threaten the local habitat of this property. We will also co-host a work day at CamRock Park in May, removing buckthorn and other non-native plants. Other work days and locations are slated later in the year. We would appreciate your contacting us if you become aware of any other projects or properties with specific needs or groups that may assist us.

As the GHA covers such a large area with diverse interests, we understand the importance of collaboration for its success. As such, we are now working with additional stakeholders in the community, non-profits such as the Rock River Coalition and the Cambridge Foundation, businesses such as McKay Nursery and 2Rivers Bicycle and Outdoor, and community leaders throughout the GHA. We are also speaking about the GHA in a variety of local forums, including the Jefferson County Tourism Council, the Fort Atkinson Rotary Club, Michael Clish's radio program, and other groups. These partnerships are crucial not only for the continued development of trail-building and land improvement, but also for creating awareness and building support by means of successful GHA events throughout the County.

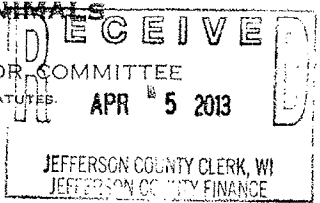
In closing, The Friends would like to thank you again for your continued support of the Glacial Heritage Area. With the help of all stakeholders, we can make the GHA a successful endeavor. Please contact me, Clare Carlson, with your questions and comments about the Friends, or to join, at FriendsofGHA@gmail.com or 608.513.3252. Visit online at www.glacialheritagearea.org.

Warm Regards,

Clare Carlson, President
Friends of GHA

OWNER'S CLAIM FOR DAMAGES TO ANIMALS

AND
REPORT OF INVESTIGATION BY SUPERVISORS, BOARD OF COMMITTEE
UNDER PROVISIONS OF WISCONSIN DOG LAW, CHAPTER 174, WISCONSIN STATUTES.



AFFIDAVIT OF OWNER

STATE OF WISCONSIN,
Jefferson COUNTY } ss.

I, Frank E. Pfinder, being

first duly sworn on oath depose and say that I am the legal owner of certain domestic animals located in the

Town of Palmyra

(Town, Village, City) and County as aforesaid.

That on the 31st day of March, 2013
37 heavy laying chicken
1 rooster

met with death (or injuries) resulting from and directly caused by a dog or dogs
(owned by unknown to me or the owner thereof being unknown to me.)

That upon or before the discovery of the death (or injury) of said animals I observed the following:
A family member saw a dog running around farmstead buildings.

That by reason of these facts I claim that the death (or injury) of said animals is due to the work of some dog or dogs. And I therefore assess the fair and reasonable market value of said animals herein described, as follows:
\$5.00 per chicken.

I further declare that I have not failed or neglected to pay a dog tax on an assessable dog.

(Owner) Frank Pfinder

Subscribed and sworn to before me this 4th day of April, 2013 Address

Note - Owner must submit above claim to his local clerk within time required by Sec. 174.11 (1).

John A. Graubert, Clerk (or) Justice of Peace (or) Notary Public.

Filed 19 Clerk

STATE OF WISCONSIN,
Jefferson COUNTY } ss. AFFIDAVIT OF INVESTIGATING COMMITTEE

We, Town Board

being individually first duly sworn on oath depose and say that we have investigated the claim of Frank E. Pfinder for damages, as aforesaid, to ascertain and determine whether, in fact, said damage was caused by some dog or dogs. That we have diligently investigated said claim and now find the facts to be as follows:

Several chickens died

That by reason of the facts as aforesaid we further find, either (a) that said damage was caused by some dog or dogs, or (b) that said damage was not caused by some dog or dogs.

And we further find that the assessed value of said animals at last assessment was

market value is \$5.00 dollars (\$190.00); that their fair and reasonable market value is \$5.00 dollars (\$190.00);

NOTE. - Audit Committee of County Board must have the assessed value before they can allow claim. If not assessed, give recorded assessed valuations of similar animals in the town, village or city.
See paragraph (4) on other side of this claim.

Stewart E. Calkins
Town Chairman

Supervisors, Board or Committee

Subscribed and sworn to before me this 4 day of April, 2013

Kathryn Olson
Clerk (or) Justice of Peace (or) Notary Public.

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

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

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

DATE: May 16, 2013

TIME: 7:00 p.m.

PLACE: Room 205, Jefferson County Courthouse, 320 S. Main St., Jefferson, WI

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

NOTICE IS HEREBY GIVEN that the Jefferson County Planning and Zoning Committee will conduct a public hearing at 7 p.m. on Thursday, May 16, 2013, in Room 205 of the Jefferson County Courthouse, Jefferson, Wisconsin. A hearing will be given to anyone interested in the proposals. **PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.** Matters to be heard are petitions to amend the zoning ordinance of Jefferson County and applications for conditional use permits. A map of the properties affected may be obtained from the Zoning Department. If you have questions regarding these matters, please contact Zoning at 920-674-7131.

FROM A-1, EXCLUSIVE AGRICULTURAL TO RESIDENTIAL R-2

R3637A-13 & CU1736-13 – Nancy Reese: Rezone PIN 026-0616-2544-001 (2 Acres) with conditional use to allow for a second residence on the property at **N2899 CTH Z** in the Town of Sullivan.

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

R3638A-13 – John Sherman/Stilling Farms Inc. Property: Rezone to create a 3-acre A-3 lot with the buildings at **W8768 Hope Lake Road** in the Town of Lake Mills. The site is part of PIN 018-0713-3334-000 (37 Acres).

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

R3639A-13 & R3640A-13 – Kenneth Kau/Kenneth & Gerard Kau Property: Create a 4-acre building site, and a 6-acre Natural Resource zone along with a 7-acre Natural Resource adjacent to the building site. The property is near **W650 STH 59** in the Town of Palmyra on PIN 024-0516-2312-000 (43.54 Acres).

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

R3641A-13, R3642A-13, R3643A-13 and R3644A-13 – Justin J. Thomas Sr. Property/Steven S. Carnes Property: Rezone 0.98 acre of PIN 024-0516-0521-002 (19.8 Acres) owned by Steven and Sheila Carnes from A-1 to A-3 for its inclusion with adjoining property. Rezone 1.7 acres of that PIN from A-1 to Natural Resource. Rezone 0.2 acres of PIN 024-0516-0521-002 (6 Acres) owned by Justin Sr. & Michelle Thomas from A-3 to A-1 for its inclusion with adjoining property. Rezone 2.2 acres of that PIN from A-3 to N. The properties are in the Town of Palmyra, along **STH 106**.

FROM A-1, EXCLUSIVE AGRICULTURAL TO N, NATURAL RESOURCE

R3645A-13 – Ben Krueger c/o Chet Dolph; Benjamin Krueger II and Steven Rohrer Property: Rezone to create a 25.5-acre Natural Resource zone near **CTH G** in the Town of Waterloo. The site is part of PIN 030-0813-1343-000 (40 Acres).

CONDITIONAL USE PERMIT APPLICATION

CU1737-13 – B R Amon & Sons, Inc/Notbohm Trust Property: Conditional use to allow mineral extraction at **W8098 Hope Lake Road** in the Town of Lake Mills, on PIN 018-0713-3441-000 (40 Acres) and 018-0713-3532-000 (40 Acres).

7. Adjourn

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

RESOLUTION NO. 2013-_____

Appoint County Administrator

WHEREAS, after an extensive search, the County Administrator Search Committee recommends that Benjamin Wehmeier, Village Administrator for Lemont, Illinois, be appointed as Jefferson County Administrator effective July 1, 2013, with the authority and responsibilities as established under § 59.18, Wisconsin Statutes, and

WHEREAS, the County Administrator Search Committee recommends a contract be entered into between the County and Benjamin Wehmeier regarding the terms of his employment, a copy of which is attached hereto,

NOW, THEREFORE, BE IT RESOLVED that Benjamin Wehmeier be appointed as County Administrator on a full-time basis effective July 1, 2013, at an annual starting salary of \$113,000.

BE IT FURTHER RESOLVED that the contract more particularly describing the compensation, fringe benefits, duties, goals and objectives is approved and the County Board Chair is authorized to sign the contract on behalf of Jefferson County.

Fiscal Note: Adequate funds are in the budget for the office of the County Administrator to fund this contract.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
County Administrator Search Committee

05-14-13

Phil Ristow: 05-09-13

**Jefferson County, Wisconsin
County Administrator Employment Agreement**

THIS AGREEMENT made and entered into this __ day of May, 2013, by and between the County Board of Jefferson County, Wisconsin, hereinafter referred to as "County", and Benjamin Wehmeier, hereinafter referred to as "County Administrator" that he shall serve and perform the duties of County Administrator on the following terms and conditions:

1. Duties

Subject to the provisions herein contained, the County Board of Jefferson County hereby employs Benjamin Wehmeier as County Administrator pursuant to 59.18 Wisconsin statutes to perform the functions and duties as specified in said section and to perform other legally permissible and proper duties and functions as the County Board shall from time to time assign either directly or through the Administration and Rules Committee. County Administrator shall further perform the duties described in the County Administrator job description dated January 2013; a copy of which is attached to this Agreement.

The County Administrator agrees to perform at a professional level of competence the functions and duties of the position. The County Administrator agrees to devote the time necessary to complete the duties and responsibilities of the position. The County Administrator may not engage in non-County related business without the prior approval of the Administration and Rules Committee. Otherwise the County Administrator may engage in any pursuit that does not interfere with the proper discharge of the duties and responsibilities of the position.

2. Date of Hire

The date of hire shall be established as July 1, 2013.

3. Term and Review

The County Administrator is an at will employee whose service is subject to State law, the terms of this Agreement and other County policies and directives. The term of this Agreement shall be on going and will renew automatically at the anniversary date of employment unless requested to be reviewed by either the County Board or the County Administrator.

4. Salary

The County shall pay the County Administrator as compensation for his service a starting annual salary of \$113,000 (between Step 5 and Step 6 in the adopted pay scale) paid in the same manner as salaries of other county employees. Effective upon meeting or exceeding the original goals and the completion of a successful six month performance review the County Administrator is eligible for an increase in pay up to Step 6 on January 1, 2014. Further changes to the salary will be consistent with annual step increases and annual wage adjustments for non-represented exempt employees as provided by the Personnel Ordinance and policies established by the County Board. Salaries and benefits shall not be reduced during the terms of this Agreement to a greater extent than for all other exempt employees.

5. Performance Evaluation

The Administration and Rules Committee, with input from the County Board, shall review the performance of the County Administrator by July 1st of each year. Such review shall be based on the established goals and performance objectives. Annually the Administration and Rules Committee and County Administrator will jointly establish goals and objectives.

Initial three month, six month and one year goals of the County Administrator are included as an attachment to this Agreement.

6. Benefits

The County Administrator shall be entitled to such benefits as provided in the Personnel Ordinance and as otherwise established by the County Board for exempt employees with exceptions as noted in this Agreement.

7. Residency

The County Administrator is encouraged to reside in the County, but there is not a residency requirement. The County Administrator is expected to be engaged and involved in activities and events throughout the County as his schedule, availability and work allows.

8. Vacation and Sick Leave

The County Administrator will be provided a bank of 10 days (80 hours) of vacation and 5 days (40 hours) of sick leave upon starting his employment. Effective January 1, 2014, the County Administrator will receive 15 days (120 hours) of vacation to be used throughout 2014. Thereafter, the County Administrator will be credited with an additional 6 years of service for purposes of vacation accrual, July 1, 2007. The accrual and usage of vacation and sick leave will be consistent with exempt employees as outlined in the Personnel Ordinance.

9. Dues, Subscriptions and Conferences

The County agrees to budget and pay for professional dues and subscriptions of the County Administrator for his participation in the Wisconsin State Bar, Wisconsin City/County Management Association (WCMA) and the International County/County Management Association (ICMA), and other memberships as approved by the County Board in the annual budget, which national, regional, state and local associations and organizations are deemed necessary and desirable for his continued professional participation, growth and advancement, and for the good of the County.

The County Administrator is encouraged to use a county vehicle for travel as available and practical. The County Administrator shall be covered by the County's normal travel expense reimbursement policies.

10. Termination of Employment/Severance Pay

In the event the County Administrator resigns from his employment with Jefferson County, he shall give the County Board 30 days' notice of such resignation, unless otherwise approved by the County Board.

Termination without Cause

Upon the determination of a majority of the County Board the County Administrator may be discharged without cause. The County shall provide 30 days written notice of the intent to terminate the services of the County Administrator. In the event of such a termination without cause, the County Administrator shall be entitled to receive severance compensation from the County in the amount of six (6) months of salary at his present annual wage rate.

Termination for Cause

The County Administrator may be terminated with just and sufficient cause, such as but not limited to negligence, immorality, malfeasance, misfeasance or willful misconduct in office. Other justifiable grounds for dismissal include but are not limited to: frequent absenteeism, unreasonable tardiness, unprofessional attitude, inability to deal cooperatively with the public, and any criminal conduct that the County determines is substantially related to the County Administrator's job. If the County Administrator is discharged in accordance with this section of the Agreement, termination shall be with no ensuing benefits.

11. Retirement

The County agrees to contribute monthly in a manner consistent with which contributions are made for exempt employees to the Wisconsin Retirement System.

12. Moving Expenses

The County will offer the County Administrator moving expenses subject to the following provisions: up to \$3,500 to move to a location outside of Jefferson County and up to \$7,000 to move within Jefferson County. The County Administrator shall obtain two quotes for the work and shall accept the most responsible cost effective bid. The County Administrator shall provide receipts for all reimbursable expenses. In the event that the County Administrator shall leave his employment with the County in less than one year after his start date, he shall be required to reimburse the County in an amount equal to the amount received for moving expenses, which the County may withhold from final salary payments otherwise due.

13. Personnel Ordinance

All provisions of this Agreement that apply to the County Administrator that are contrary to the Personnel Ordinance shall apply to the County Administrator and take precedence over the Personnel Ordinance.

Except as otherwise specifically provided in this Agreement, or by ordinance or resolution of the County Board, the County Administrator shall be subject to all policies and procedures of the County which apply generally to other exempt employees.

This agreement shall be interpreted under the laws of and in the courts of the State of Wisconsin. This Agreement constitutes the entire Agreement between the County and the County Administrator and can only be amended by written agreement executed by both parties.

If, during the term of this Agreement, a specific clause of the Agreement is held illegal by a court of competent jurisdiction under federal or state law, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Jefferson County has caused this Agreement to be signed and executed on its behalf by the County Board Chair and Benjamin Wehmeier has signed and executed this Agreement on the day and year first above written.

For County Administrator

For Jefferson County

Benjamin Wehmeier
County Administrator

John Molinaro
County Board Chair

Date _____

Date _____

Jefferson County

County Administrator Transition Goals, Plans and Objectives

Transition Objective: To become integrated as the leader and team member of Jefferson County within a short time period to provide the desired skill sets as called for by the County Board of Supervisors.

Transition Goals:

- Establish professional relationships with County Board members, other elected county officials and county staff to develop a team approach in the day to day operations of the county.
- Develop a full understanding of each department's mission, goals and challenges to be prepared to provide appropriate guidance and be a champion for solving problems.
- Ensure full understanding of County's organizational culture and the current process and procedures that has made the County successful in its mission.
- Establish visibility and relationships with key stakeholders in the County to include other governmental entities, not-for profits and the private sector.
- Have a clear understanding of County's long-term and short-term goals through review of exiting documents and dialogues with elected officials.
- Display true servant leadership style through both words and actions.

Key Milestones:

1- 3 Month Objectives

- Have "coffees" with small groups of County Board members to develop professional working relationships and identify key individual goals for the County's future.
- Meet with each department head individually to review current status of department and discuss leadership and operations process.
- Conduct departmental in-briefs with department leadership to discuss mission, current department status, key hot topics (department specific), major projects and current and proposed budget status.
- Work with elected officials and senior staff on identifying key community events and organizations.
- Reach out to all county sites to meet as many staff members as possible; express my personal and professional leadership goals and philosophies.
- Reach out to municipal staff leadership of cities, villages and towns of the County.
- Work with Finance Department to get up to speed on FY 14 Budget process and current status of FY 13 Budget.
- Develop a self-education program with respective department heads of Health and Human Services to gain a better understanding of their operations.
- Reach out to other governmental units staff to include school districts and UW-Whitewater to meet with respective leadership.
- Develop progress report of Highway Department Facilities; develop appropriate timeline and status as per County Board's direction.
- Reach out to staff of state and federal legislative delegations.

- Establish the most efficient and effective method to communicate with elected officials and staff.
- Ensure full understanding of personnel policies and procedures. Understand what past practices are in place.
- Develop operational schedule to accomplish duties and responsibilities as administrator, balancing work/life schedule.

4 - 6 Month Objectives

- Meet with elected bodies of cities, villages and townships within county limits.
- Meet with respective state and federal legislators.
- Identify key state staff to meet.
- Develop and recommend FY 14 Budget to meet the County Board's goals and objectives.
- Continue work as it relates to project management of Highway Facility.
- Join and become involved in professional organizations to include the Wisconsin County Associations and Wisconsin City/County Management Association.
- Complete final review of all policies, procedures and processes. Provide input to respective departments as needed. Complete understanding of key performance indicators by department.
- Refine communication strategy with elected officials and staff based on what is working and not working.
- Work to reach out and introduce myself to additional key stakeholders of the County to include non-for profits, and private sector organizations.
- Conduct a check- in with Department Heads on progress and feedback to how County Administrator is doing.
- At six month completion, complete a review of all listed goals and objectives and report status to the County Board. Adjust 7-12 month goals based on County Board feedback.

7- 12 Month Objectives

- Work with respective department leadership team on updating and prioritizing department short term and long term goals ensuring they are in line with the County's Board Goals and Objectives. Review for adhering to County's Strategic Goals and provide recommendations accordingly to the County Board.
- Continue to look for opportunities to meet and be active at events and activities in the county, regionally and at the state level.
- Execute final steps to move forward with Highway Facility project.
- Work with Finance Department to review five year projections and discuss impact to County's goals and objectives.
- Review departments revenue stream to try to limit tax levy to core functions of County Government.
- Complete formal performance review. Use as an opportunity to prepare goals and objective for the next 1- 3 years.

**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 April 18, 2013, 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 R3631A-13, R3632A-13, R3633A-13,
R3634A-13, R3635A-13, R3636A-13**

DATED THIS TWENTY-NINTH DAY OF APRIL 2013

Donald Reese, Secretary

THE PRIOR MONTH'S AMENDMENTS,
R3628A-13, R3629A-13 and R3630A-13, ARE EFFECTIVE UPON PASSAGE BY COUNTY BOARD,
SUBJECT TO WIS. STATS. 59.69(5).

ORDINANCE NO. 2013-_____

Amend Zoning Ordinance

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

WHEREAS, Petitions R3631A-13, R3632A-13, R3633A-13, R3634A-13, R3635A-13 and R3636A-13 were referred to the Jefferson County Planning and Zoning Committee for public hearing on April 18, 2013 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 RESIDENTIAL R-1 TO R/R, RESIDENTIAL RECREATIONAL

Rezone with conditional use to allow a tourist rooming house at **N4227 Hillside Lane** in the Town of Oakland. The site is on PIN 022-0613-0842-025 (0.181 Acre). (R3631A-13 – Richard & Debra Kutz)

FROM AGRICULTURAL A-1 TO A-2, AGRICULTURAL AND RURAL BUSINESS AND A-3, RURAL RESIDENTIAL

Rezone to create a 5-acre A-2 zone around the existing buildings at **N2775 CTH J**, with conditional use for the existing house, office and storage buildings used for Bos Design Builders. This action is conditioned upon receipt and recording of a final certified survey map for the lot. Rezone to create a six-acre rural residential building site adjacent to the A-2 proposal. This utilizes the last available A-3 zone for the property, therefore requiring recording of an affidavit acknowledging that fact. Rezoning is further conditioned upon road access approval by the County Highway Department, upon receipt of a soil test showing sites for installation of both initial and replacement private sewage systems, and upon approval and recording of a final certified survey map for the property. The rezonings shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. The proposed A-2 zone is part of PIN 022-0613-3514-000 (40 Acres); the A-3 proposal is part of PIN 022-0613-3511-003 (20 Acres) and 022-0613-3514-000 (40 Acres), all in the Town of Oakland. (R3632A-13 and R3533A-13 – Harman Bos/Harry Bos Trust property)

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

Create a new 2-acre residential building site on **CTH D near N5645** from PIN 008-0715-2621-000 (40 Acres) in the Town of Farmington. Approval is 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 and upon approval and recording of a final certified survey for the lot. Rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (R3634A-13 – Brady Jaeger/Arlene Borchardt Property)

Rezone to create a 4.11-acre lot around the buildings at **W6646 Olson Road** in the Town of Milford from part of PIN 020-0814-0842-000 (30 Acres). This approval is conditioned upon receipt and recording of a final certified survey map for the lot. Rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (R3635A-13 – Mary E. Heinen)

Rezone 2 acres around the home at **W6324 E. Hubbleton Road** from PIN 020-0814-0434-001 (37.983 Acres) in the Town of Milford. Rezoning is conditioned upon receipt and recording of a final certified survey map for the lot. The action shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (R3636A-13 – Brian Zimmerman)

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Planning and Zoning Committee

05-14-13

Deb Magritz: 05-01-13; 05-14-13

RESOLUTION NO. 2013-_____

Resolution authorizing contract for professional services to replace internal geographic information system (GIS) interface and public GIS interactive map web portal.

WHEREAS, the current internal GIS interface used by 30 county staff members in various county departments was implemented over 13 years ago and the public GIS interactive map web portal was implemented over 10 year ago, and

WHEREAS, changes in data formats, operating system environments and computing platforms are rendering these GIS programs unsustainable, and

WHEREAS, the consulting firm that wrote and implemented the current GIS programs is no longer in business which virtually eliminates outside support when problems arise, and

WHEREAS, the Land Information Office has developed a request for proposals to replace the internal GIS interface and public GIS interactive map web portal which was published on the Jefferson County website and sent to several GIS consultants, and

WHEREAS, eight proposals were received by the April 4, 2013 deadline that were evaluated by a team of four county GIS staff from the Land Information Office, Planning and Zoning and Land and Water Conservation Departments, and

WHEREAS, the criteria for evaluating the proposals included experience, qualifications, previous project examples, scope of work details, project timeline, system maintenance, training and the consultant's not to exceed project cost, and

WHEREAS, the evaluation team recommended selecting the consulting firm Symbiont, Milwaukee, Wisconsin, based on the comprehensiveness of their proposal, past project examples and that no additional proprietary software is required by their approach to the project, and

Symbiont Milwaukee, WI \$35,765	Pro-West & Associates Walker, MN \$32,305	Ruekert-Mielke Waukesha, WI \$50,650
GeoDecisions Madison, WI \$36,985	Bruce Harris & Associates, Inc. Batavia, IL \$31,950	North Point Geographic Duluth, MN \$21,540
RSP ASA South Kingstown, RI \$60,000	GISbiz Nashville, TN \$85,000	

WHEREAS, the Planning and Zoning Committee concurred with the recommendation after being presented the findings of the evaluation team and discussing the factors influencing the selection at their April 29, 2013 meeting,

NOW, THEREFORE, BE IT RESOLVED that the Land Information Office Director Andy Erdman is authorized to contract for professional services with Symbiont of Milwaukee Wisconsin, in the amount of \$35,765 to replace the internal GIS interface and public GIS interactive map web portal.

Fiscal Note: Funding for this project will come from the Land Records Modernization Program fund accounts 1303.521219 and 1308.521219 that are derived from Register of Deeds recording fees revenues which are non-tax levy.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Planning & Zoning Committee

05-14-13

Andy Erdman: 5-6-13; Phil Ristow: 05-07-13

RESOLUTION NO. 2013-_____

Support creating s. 843.025 to require recording of mortgage assignments

WHEREAS, the Jefferson County Board of Supervisors seeks to achieve greater transparency in the recording of home mortgages and to provide homeowners with critical information about who owns their loan, who they must negotiate with to achieve a loan modification, and who has the right to foreclose on their homes should they default, and

WHEREAS, homeowners need these protections more than ever in light of the ongoing foreclosure crisis and a mortgage market characterized by the frequent transfers of beneficial interests under a mortgage or deed of trust, and

WHEREAS, these practices leave gaps in the recording system that make it impossible for borrowers to acquire needed information, and

WHEREAS, the creation of the following section in Wisconsin Statute Ch. 843, Actions for possession of real property, would accomplish the goals set forth herein:

843.025 Pre-complaint requirements. No action for the possession of or foreclosure on real property shall be commenced until 45 days after the legal interest upon which the complaint is based has been recorded in the Register of Deed’s office of the county where the property is located.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors supports legislation amending Wisconsin Statute Ch. 843 to add the following provision:

843.025 Pre-complaint requirements. No action for the possession of or foreclosure on real property shall be commenced until 45 days after the legal interest upon which the complaint is based has been recorded in the Register of Deed’s office of the county where the property is located.

BE IT FURTHER RESOLVED that the Jefferson County Clerk shall forward a copy of this resolution to the Jefferson County legislative representatives and the Wisconsin Counties Association.

Fiscal Note: No fiscal impact to the county or state.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

Requested by
Administration & Rules Committee

05-14-13

Philip Ristow: 05-07-13; 05-08-13

Item 12b

RESOLUTION NO. 2013-_____

To oppose placement of Election Day voter registration under the direction of the County Clerk's Office

WHEREAS, proposed legislation places Election Day voter registration under the direct supervision of County Clerks and/or their staff instead of the municipal clerks, which would be costly and create an additional burden on the office during the election, and

WHEREAS, Election Day registration at the courthouse or satellite locations creates a negative impact on the voter, requiring additional time and travel, and

WHEREAS, voter registration by poll workers at the polling place continues to provide a streamlined process, maintaining the efficiency of only one-stop for the voter, and

WHEREAS, poll workers are provided adequate training, take oaths, know their jurisdiction and are, in most cases, the most familiar with their residents, and

WHEREAS, responsibility is on the voter to provide accurate documentation, complete the application and sign it, and

WHEREAS, changing current law and shifting the responsibility does not alter the requirement to maintain the integrity of the election process, nor does it promote additional confidence in the process or reduce costs,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors opposes legislation placing Election Day registration under the direction of the County Clerk.

BE IT FURTHER RESOLVED that the County Clerk is directed to distribute a copy of this resolution to Jefferson County State Legislators and the Wisconsin Counties Association.

Fiscal Note: No fiscal impact.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

Requested by
Administration & Rules Committee

05-14-13

Philip Ristow: 05-08-13

RESOLUTION NO. 2013-_____

Support modification of recount procedures to allow either hand count or the use of automated tabulating equipment

WHEREAS, current law prohibits the Board of Canvassers from hand counting ballots in a recount in jurisdictions using automatic tabulating equipment, unless directed to perform the hand count by the Circuit Court, and

WHEREAS, a recount using automated tabulating equipment requires retesting the equipment and creating backup memory packs, which can be costly, and

WHEREAS, proposed legislation would modify the current recount procedure, allowing a Board of Canvassers, particularly in lesser populated areas, to have the option to count ballots by hand, which can produce cost savings,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors supports legislation modifying current election law to allow a Board of Canvassers to recount votes by hand or by the use of automated tabulating equipment, at its option.

BE IT FURTHER RESOLVED that the County Clerk is directed to distribute a copy of this resolution to the State Legislators representing Jefferson County and the Wisconsin Counties Association.

Fiscal Note: No fiscal impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Administration & Rules Committee

05-14-13

Philip Ristow: 05-08-13

Item 12d

RESOLUTION NO. 2013-_____

To oppose set hours for obtaining absentee ballots

WHEREAS, legislation is proposed to set strict hours from 7:30 a.m. to 5:00 p.m. each day for municipal clerks to provide in-person absentee ballots, and

WHEREAS, under the current law, municipal clerks and electors have the flexibility to obtain absentee ballots at their leisure and/or by setting appointments, and

WHEREAS, many Clerks are part-time and/or have other jobs which will hinder their ability to meet the demands of the proposed set hours, and

WHEREAS, limiting the availability of the Clerks could create undo hardships for electors who have daytime jobs, physical or travel limitations, resulting in eliminating the options provided by the flexibility currently in place, and

WHEREAS, this restriction may potentially result in more mail requests, creating additional administrative work and/or cost,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors opposes proposed legislation setting strict hours to obtain absentee ballots from 7:30 a.m. to 5:00 p.m.

BE IT FURTHER RESOLVED that the County Clerk is directed to distribute a copy of this resolution to Jefferson County State Legislators and the Wisconsin Counties Association.

Fiscal Note: No fiscal impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Administration & Rules Committee

05-14-13

Philip Ristow: 05-08-13

RESOLUTION NO. 2013-_____

Support legislation to show veteran’s status on driver’s license and identification cards

WHEREAS, legislation has been proposed to allow individuals to have their status as a veteran designated on Wisconsin Department of Transportation issued operator’s licenses or identification cards, which will assist the veterans and law enforcement personnel in case of an emergency and will diminish the need for the veteran to carry his or her DD-214 which contains sensitive information, and

WHEREAS, this simple change to Wisconsin driver’s licenses and state identification cards can make day to day life a little easier for the men and women who have served our country, and

WHEREAS, the Administration & Rules Committee recommends supporting legislation allowing individuals to have their status as a veteran designated on their state issued operator’s licenses or identification cards,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors does support legislation allowing indication of veteran’s status on operator’s licenses or identification cards, with the veteran having the option to also list a disability rating code.

BE IT FURTHER RESOLVED that the County Clerk shall forward a copy of this resolution to Jefferson County legislative representatives and the Wisconsin Counties Association.

Fiscal Note: No fiscal impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Administration & Rules Committee

05-14-13

Philip Ristow: 05-09-13

RESOLUTION NO. 2013-_____

**EPA Brownfields Assessment Grant Application for Hazardous Substances
and EPA Brownfields Assessment Grant Application for Petroleum Products for Jefferson
County**

WHEREAS, Federal monies are once again available under the U. S. Environment Protection Agency (EPA) for the assessment of and planning for brownfields, and

WHEREAS, Jefferson County Economic Development Consortium, under Resolution 2008-05, adopted on November 12, 2008, authorized staff to prepare an application to the EPA on behalf of Jefferson County, Wisconsin, and

WHEREAS, Jefferson County Economic Development Consortium, under Resolution 2011-03, adopted on November 9, 2011, authorized staff to prepare an application to the EPA on behalf of Jefferson County, Wisconsin, and

WHEREAS, Jefferson County Economic Development Consortium, under Resolution 2012-03, adopted on August 8, 2012, authorized staff to prepare an application to the EPA on behalf of Jefferson County, Wisconsin, which application was postponed in an effort to strengthen the application following EPA's guidance and incorporation of its recommendations, and

WHEREAS, after due consideration, the Jefferson County Economic Development Consortium again authorizes staff to prepare an application on behalf of Jefferson County, Wisconsin, to be submitted to the EPA, and

WHEREAS, the grant is to conduct environmental assessment and to initiate clean-up planning and will be used to conduct inventory and site prioritization planning, environmental assessment, remedial planning, and community outreach, and through these activities will help implement countywide and local community's comprehensive land use plans for improvement of potential brownfields lands, and further allow the County to further partner with its local municipal governments, local cooperative partners and the Wisconsin Department of Natural Resources to identify known and potential brownfields, and

WHEREAS, such activities will include environmental assessments and developing initial plans for the clean-up of properties determined to be contaminated by hazardous materials and petroleum substances, with a focus on the floodplain areas and areas damaged by the catastrophic June 2008 flood, and

WHEREAS, the Jefferson County Economic Development Consortium has reviewed the need for the proposed projects and the benefits to be gained there from and will reconvene or create a countywide Brownfields Advisory Committee,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors does approve and authorize the preparation and filing of an application for the above-named projects; the Jefferson County Administrator is authorized to execute the original application; and

that authority is hereby granted to the Jefferson County Economic Development Consortium Director to take the necessary steps to prepare, file the appropriate application for funds, administer this program in accordance with this resolution and execute any ongoing documents necessary to effectuate this program.

Fiscal Note: The County will receive up to \$400,000 for assessment and cleanup planning of Jefferson County's brownfields, with no county matching funds required.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Economic Development Consortium

05-14-13

Dennis Heling: 05-07-13; Phil Ristow: 05-09-13

Item 14a

RESOLUTION NO. 2013-05

Contract for professional design services for the Highway Department – Jefferson main facility

WHEREAS, the Jefferson County Highway Department original facility was built in 1938 and is outdated and no longer adequate for modern highway department operations, and

WHEREAS, four consulting firms conducted highway facility studies between 1999 and 2012, and it was determined the best option was to replace the current highway facilities with a new facility on a new site, and

WHEREAS, the County Board authorized the purchase of the ‘Old Countryside Home’ property at the County Board meeting on September 11, 2012, and

WHEREAS, an offer was made and accepted and it is expected Jefferson County will finalize the purchase of the ‘Old Countryside Home’ property on April 17, 2013, and

WHEREAS, the Highway Department was authorized by the Infrastructure Committee on February 19, 2013, to issue a Request for Proposals (RFP) to architectural/design firms for the design, plan development, and construction oversight for a new Highway Department main facility to be located at the ‘Old Countryside Home’ property, and

WHEREAS, the Highway Department issued the RFP for design services on February 20, 2013, and received thirteen proposals by the due date of March 15, 2013, and

WHEREAS, the Infrastructure Committee on March 20, 2013, authorized the Highway Department to review the proposals and to return with recommendations to the Infrastructure Committee, and

WHEREAS, the Highway Department reviewed the qualifications and ranked the design proposals, and also met with the Dodge County Highway Commissioner and Assistant Highway Commissioner, after they had reviewed and ranked the design proposals, and

WHEREAS, the Infrastructure Committee and Highway Committee met for a joint meeting on April 10, 2013, to discuss the proposals and to receive input from the Highway Commissioner on the highest ranked firms from the review, and

WHEREAS, the committees discussed the proposals and the qualifications and experience of the top ranked design firms and then discussed the ranking of the top six firms, and

WHEREAS, Barrientos Design was identified as the top ranked firm based on the review of all proposals received, and was the recommended firm for the design work, and

WHEREAS, the Highway Committee and Infrastructure Committee discussed the qualifications and cost of the Barrientos Design proposal and determined it to be the best design firm for the project, and

WHEREAS, the following fees were included with the Barrientos Design proposal:

Base Services: Design, Bid Documents, Construction \$592,400.00

Itemized Services (If needed):

Survey/CSM	\$9,100.00
Geotechnical Work & Analysis	\$9,240.00
Wetland Delineation	\$3,259.00

Total Fee with Itemized Services: \$613,999.00

WHEREAS, the Highway Committee and Infrastructure Committee passed unanimous motions on April 10, 2013, to recommend to the County Board that Barrientos Design be approved as the Lead Designer/Architect on the Highway Department main facility design in Jefferson, and

WHEREAS, the Finance Committee met on April 11, 2013, and reviewed the funding options for the design fees, and after discussing various options, the Finance Committee passed a motion to recommend a funds transfer of \$614,000 from the committed fund balance for highway facilities,

NOW, THEREFORE, BE IT RESOLVED that the Highway Commissioner and County Board Administrator are authorized to negotiate and enter into a contract with Barrientos Design for \$613,999 for the design, plan development and construction oversight for the new main facility for the Jefferson County Highway Department.

Fiscal Note: Funds for this contract will come from the committed fund balance for highway facilities in the 2013 budget, Subsequent Year Budget #100.353100, and be transferred to Land and Improvements/Consultant #53284.521220. As a budget amendment, this resolution requires twenty (20) affirmative votes for passage.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Infrastructure Committee and Highway Committee

05-14-13

Bill Kern: 04-11-13; Phil Ristow: 04-11-13

April 11, 2013

Jefferson County Highway Department

Main Facility Design Proposals

- 13 Proposals received by the March 15, 2013 due date

Architectural/Engineering Firms

Barrientos Design
Location: Milwaukee, WI
Proposed Fees: \$614,000

SEH
Location: Madison, WI
Proposed Fees: \$757,000

Oertel Architects
Location: St. Paul, MN
Proposed Fees: \$825,000

Venture Architects
Location: Milwaukee, WI
Proposed Fees: \$540,000

Kodet Architectural Group
Location: Minneapolis, MN
Proposed Fees: \$1,250,675

Bray Architect
Location: Milwaukee, WI
Proposed Fees: \$727,000

CBS Squared
Location: Chippewa Falls, WI
Proposed Fees: \$599,800

Prairie Lights
Location: Milwaukee, WI
Proposed Fees: \$771,000

Mead & Hunt
Location: Madison, WI
Proposed Fees: \$1,200,000

Graef
Location: Milwaukee, WI
Proposed Fees: \$781,500

Angus Young
Location: Janesville, WI
Proposed Fees: \$736,000

General Engineering
Location: Portage, WI
Proposed Fees: \$438,000

Kueny Architects
Location: Pleasant Prairie, WI
Proposed Fees: \$675,000

05-14-13
(Supplement to Res. 2013-05)

RESOLUTION NO. 2013-12

Creating one part-time, non-exempt, WIC Dietetic Technician position at the Health Department

WHEREAS, childhood obesity is a serious health problem in our state and in our county, and

WHEREAS, overweight and obesity have been linked to a variety of health conditions, including diabetes, heart disease, hypertension and respiratory problems, and

WHEREAS, the Jefferson County Health Department has received a Fit Families Grant from WIC (Women, Infants and Children Program) of \$15,000 to locally implement effective strategies for preventing overweight and obesity while educating and encouraging overall healthy lifestyles in preschool children in our community, and

WHEREAS, the Health Department Director/Health Officer recommends the creation of one part-time, non-exempt, WIC Dietetic Technician position to assist in meeting these goals and filling in at WIC Clinics when other WIC staff are not available, and

WHEREAS, after due consideration, the Human Resources Committee recommends the changes proposed by the Health Department Director/Health Officer.

NOW, THEREFORE, BE IT RESOLVED that the 2013 County Budget setting forth position allocations at the Health Department be and is hereby amended to reflect the above change to become effective upon passage of this resolution.

Fiscal Note: This grant cycle begins October 1, 2013, and is anticipated to be available in future years. It is understood that if the grant is no longer available, the position will be eliminated unless otherwise approved by the Board. This position is 100% funded by the Fit Families Grant when promoting the Fit Families program. In addition, sufficient funds are available in the 2013 WIC Program budget when this position fills in at WIC Clinics. As a budget amendment, 20 affirmative votes are required. The Finance Director shall adjust the appropriate accounts accordingly.

AYES __19__

FAILS

NOES __6__ (Counsell, Torres, Morse, Poulson, Jaeckel, Zentner)

ABSTAIN _____

ABSENT __5__

Requested by Human Resources Committee

04-16-13

Terri M. Palm-Kostroski: 04-10-13 Philip Ristow: 04-11-13

Item 15b

RESOLUTION NO. 2013-12(R)

Creating one part-time, non-exempt, WIC Dietetic Technician position at the Health Department

WHEREAS, childhood obesity is a serious health problem in our state and in our county, and

WHEREAS, overweight and obesity have been linked to a variety of health conditions, including diabetes, heart disease, hypertension and respiratory problems, and

WHEREAS, the Jefferson County Health Department has received a Fit Families Grant from WIC (Women, Infants and Children Program) of \$15,000 to locally implement effective strategies for preventing overweight and obesity while educating and encouraging overall healthy lifestyles in preschool children in our community, and

WHEREAS, the Health Department Director/Health Officer recommends the creation of one part-time, non-exempt, WIC Dietetic Technician position to assist in meeting these goals and filling in at WIC Clinics when other WIC staff are not available, and

WHEREAS, after due consideration, the Human Resources Committee recommends the changes proposed by the Health Department Director/Health Officer.

NOW, THEREFORE, BE IT RESOLVED that the 2013 County Budget setting forth position allocations at the Health Department be and is hereby amended to reflect the above change to become effective upon passage of this resolution.

Fiscal Note: This grant cycle begins October 1, 2013, and is anticipated to be available in future years. It is understood that if the grant is no longer available, the position will be eliminated unless otherwise approved by the Board. This position is 100% funded by the Fit Families Grant when promoting the Fit Families program. In addition, sufficient funds are available in the 2013 WIC Program budget when this position fills in at WIC Clinics. As a budget amendment, 20 affirmative votes are required. The Finance Director shall adjust the appropriate accounts accordingly.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Human Resources Committee

05-14-13

Terri M. Palm-Kostroski: 04-10-13
Philip Ristow: 04-11-13

RESOLUTION NO. 2013-____

Approve jail freezer bid

WHEREAS, additional freezer capacity will permit volume purchasing to gain cost savings in the food budget for the Jefferson County Jail, and

WHEREAS, bids have been solicited for a walk-in freezer to be located in the Sheriff's Office with the following results:

Kessenich's Ltd.
Madison, WI
\$29,354.73

Advantage Refrigeration LLC
New Berlin, WI
\$35,271.00

AND WHEREAS, the Law Enforcement Committee recommends accepting Kessenich's low bid,

NOW, THEREFORE, BE IT RESOLVED that the Sheriff's Office is authorized to contract for a walk-in freezer from Kessenich's Ltd. in the amount of \$29,354.73.

Fiscal Note: Funds for this purchase come from the Jail Assessment Account, which is generated by a \$10 surcharge on traffic tickets processed through the Clerk of Court's Office. In addition to the amount set forth above, shipping costs are not included. There is also a need to extend electrical service to where the freezer will be located which will cost approximately \$4,250. All of the costs will be paid from funds on hand in the Jail Assessment Account.

*The Law Enforcement & Emergency Management Committee will be meeting immediately before the Board meeting on Tuesday, May 14 to review the bids and consider this resolution.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

Requested by
Law Enforcement & Emergency Management Committee

05-14-13

Phil Ristow: 05-14-13

RESOLUTION NO. 2013-____

**Approve Amended Glacial Heritage Area Memorandum of Understanding
with the State of Wisconsin**

WHEREAS, Resolution No. 2012-42 adopted August 6, 2012, approved the Glacial Heritage Area Memorandum of Understanding (MOU) with the State of Wisconsin wherein the State will purchase additional park land within Jefferson County to be operated on a cooperative basis with Jefferson County, and

WHEREAS, the Memorandum of Understanding as approved contained provisions whereby the Wisconsin Natural Resource Board would establish hunting seasons in the parks purchased with State funds as provided by Statute and Wisconsin Administrative Code, and

WHEREAS, the hunting seasons referred to in the original agreement were the State's policy as of June 1, 2010, and

WHEREAS, the Natural Resources Board has, after extensive public input, changed the rules applying to hunting within State park lands, which now also permits some trapping, which changes are shown in the attached amended MOU, and

WHEREAS, such changes are in accordance with State law and are set forth in the amendment of the MOU, and

WHEREAS, the Parks Committee has reviewed the proposed changes and recommends approval of the amended MOU,

NOW, THEREFORE, BE IT RESOLVED that the County Board Chair is authorized and directed to sign the Amended Memorandum of Understanding between the State of Wisconsin and Jefferson County for the Glacial Heritage Area which includes the new hunting and trapping provisions for State parks established by the Natural Resources Board.

Fiscal Note: No fiscal impact.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

Requested by
Parks Committee

05-14-13

Phil Ristow: 05-09-13

**MEMORANDUM OF UNDERSTANDING
BETWEEN JEFFERSON COUNTY AND
THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
CONCERNING THE OPERATION AND MANAGEMENT OF STATE
CONSERVATION PARKS, LINKING TRAILS AND WATER ACCESS PROPERTIES
WITHIN THE GLACIAL HERITAGE AREA**

I. Introduction.

The purpose of this Memorandum of Understanding, (MOU) is to set forth the agreements and understandings which have been reached between Jefferson County, (County) and the State of Wisconsin Department of Natural Resources (Department) regarding the acquisition, development, and operation of State Park properties the Department purchases and the County operates in the Glacial Heritage Area (GHA) in Jefferson County. The GHA project is described in the *Feasibility Study, Master Plan, and Environmental Impact Statement for the Glacial Heritage Area (GHA Plan)*.¹

The Department and the County are interested in acquiring lands in the GHA project to provide a wide variety of high quality recreation experiences for the public. The Department will manage and operate the wildlife, habitat, and natural areas that it acquires in the GHA project. Jefferson County will manage and operate parks, trails, water access sites, and other recreation lands, both those it acquires as well as those acquired by the Department for the GHA project.

The County and the Department agree to work together to achieve their mutual goals as set forth below.

II. Description of the properties included in this MOU.

1. The GHA constitutes a significant number of properties and land management types. This MOU only applies to the following specific lands (referred to in this MOU as the "Property" or "Properties") that the Department has the authority to purchase as part of the GHA project area:
 - 2,900 acres for seven new proposed conservation parks.
 - 330 acres for linking trails adjacent to state lands
 - 2 larger sites (up to 400 acres total combined) for river-based access including camping and shore fishing).

(Refer to Addendum "A" for a complete listing of the above projects)
2. This MOU describes the process of determining and implementing recreational uses and habitat management actions at these Properties as well as the construction of facilities and their operation at these Properties.

¹ Endorsed by the Jefferson County Board by resolution on July 14, 2009 and approved by the Natural Resources Board on October 21, 2009. Document number LF: 050-2009.

3. The Department will acquire land for these Properties only from willing sellers.
4. The County may purchase lands within the project boundaries identified for the Department projects listed in 1. above, and may apply for Department grant funds for this purpose. A sponsor that is acquiring property with a stewardship grant that is within the acquisition boundaries of a Department project shall provide to the Department plans for public use and land management that are consistent with Department management plans for use of the property as well as with ch. NR 52, Wis. Adm. Code requirements. The Department shall have access to land acquired or developed with a stewardship grant in order to monitor compliance with the grant contract or carry out any management activity necessary to ensure the public's rights and safety.
5. The Department agrees to complete the environmental review process for each Property pursuant to s. 1.11, Stats., and ch. NR 150, Wis. Adm. Code, and the Department represents that it will make reasonable inquiry and state whether it has reason to believe that hazardous waste, noxious waste, or any other condition of the land subject to this MOU exists that would inhibit the ability of the County to maintain and improve the Property as provided for by this MOU. If, however, such prohibitive conditions are discovered, either the Department shall take all steps reasonably necessary to remove such conditions or the intent of this MOU being frustrated, the MOU shall terminate as to that particular Property, or to that portion of a particular Property affected.
6. The Properties acquired by the Department and operated by the County shall be subject to all state statutes and administrative rules that apply to state parks.

III. Implementation plans for the recreational use and operation of the Properties.

The boundaries within which the Department is authorized to acquire lands for the parks, trails, and river access sites are significantly larger than the proposed acquisition target for each of the Properties. As a result, the GHA Plan describes only generally the recreational uses and habitats to be managed at each of the Properties. Thus, the Department and County will need to develop more detailed plans for recreational use and habitat management for each of the Properties based on the features and attributes of the lands actually acquired, as well as on applicable statutory and code requirements. This section describes the development of these more specific plans, referred to as "implementation plans".

1. The process for planning and implementing future recreational uses and management actions on the Properties.
 - A. When the Department acquires land for a conservation park, linking trail, or river access site, the County and the Department (through its Bureaus of Facilities and Lands, and Parks and Recreation) will jointly chair a working group of local citizens and experts to provide guidance and input into the development of the implementation plan for a Property. Members of this group should represent a variety of interests related to the particular Property and could include, but are not limited to, those representing: recreation groups, conservation groups, tourism, economic development, farming and agriculture, community health interests, land trusts, and local government.

- B. If there is a need to make decisions about property management to reduce user or neighbor conflicts the Department and County representatives will mutually agree upon a course of action using existing policies found in ch. NR 45, Wis. Adm. Code and in Department guidance and manual codes. [A listing of relevant Department published guidance and manual codes is provided in Addendum “B”].
- C. The scope of the implementation plan for a Property shall be in agreement with the GHA Plan as to recreational uses, land management, and facility development. Revisions to the GHA Plan shall be in the form of a “variance” or “amendment”. The governing guidance and procedures for undertaking revisions to the GHA Plan shall be per ch. NR 44, Wis. Adm. Code requirements.
- D. As additional land is acquired for a Property, an implementation plan will be revised to address the new land. For example, the addition of land to a park may enable the Property to provide some types of trail activities not included in the original GHA Plan.
- E. Implementation plans for the linking trails will be completed when access rights to a functioning amount of corridor have been acquired. That is, it would be appropriate to defer developing an implementation plan for a linking trail until a trail of meaningful experience could be constructed. Any use of linking trails prior to the creation of an implementation plan shall be limited to uses provided in the original GHA implementation plan, and best management practices will be utilized to assist in management during the interim.
- F. The County, via the County Board, and the Department, via the Division Administrator for Lands, shall both approve the implementation plans and any revisions to the GHA Plan. Notwithstanding the above, the Division Administrator shall require that any proposed implementation plan that requires an “amendment” to the GHA Plan shall obtain the Department’s Natural Resource Board’s approval.

2. The components of the Implementation Plans.

The implementation plans will describe in detail and map the specific natural and cultural resources, existing land cover and vegetation characteristics, and other unique features present on each Property. The implementation plans will also describe what recreation activities would occur in which parts of the Property, what facilities would be developed, what habitats would be managed and restored, and what land management techniques would be used.

- A. Implementation plans are not obligated to comply with ch. NR 44, Wis. Adm. Code requirements. However, the plans shall be consistent with those requirements, to the extent practicable. The implementation plans must include, at a minimum, the following:
 - i. A public notification and participation process allowing for comments on the draft implementation plan.

- ii. Maps showing existing and proposed future land cover, including identifying the known locations of rare species or high quality natural communities from the Department's Natural Heritage Inventory database.
- iii. Descriptions of habitat management goals and strategies for different portions of the Property.
- iv. A map showing the location of known archaeological, historic, or cultural features or other sensitive sites and plans to address them.
- v. A list of allowed recreational uses, what times of the year they are allowed, and a map showing on which portions of the Property. General locations of trails should be mapped to the degree possible.
- vi. If hunting will be allowed on the property, a description of what hunting seasons as defined in chapter NR 10, Wis. Adm. Code, will be allowed, on which portions of the Property, and the number of permits to be issued.
- vii. A list of anticipated support facilities (e.g. restrooms, picnic areas, bird watching platforms, shelters, or parking lots) and a map showing general locations of anticipated support facilities.
- viii. Projected development costs.
- ix. Official name of the Property.
- x. Name and address of the office that will be managing the Property.

IV. Operating and Managing the Properties.

1. The County will assume all property inspections, enforcement, and maintenance responsibilities for the Properties. Standards shall be consistent with the Department's *Property Manager's Handbook* and its *Recreation Operations Handbook* (See Addendum B).
2. The County, in connection with this MOU, shall open the facilities on the Properties to the general public subject to reasonable rules and regulations, fees, and charges, and in an acceptable manner as outlined below for the management and operation of the Properties.

A . Rules and regulations.

Pursuant to s. NR 45.02, Wis. Adm. Code, the Department through this MOU and the easement for a specific Property, retains management, supervision, and control over the premises of each Property for the purpose of enforcing ch. NR 45, Wis. Adm. Code requirements, when needed to protect the Property. Daily routine enforcement remains the responsibility of the County. The County and other local units of government may adopt ch. NR 45, Wis. Adm. Code provisions as ordinance. (In the instances where the County purchases lands, it may be necessary for the County to provide the Department an easement for those properties in order to provide ch. NR 45, Wis. Adm. Code authority.)

B. Admission Fees.

The County must use the Department's daily and annual trail pass fee program should it charge a use fee on the linking trails that are designated as "State Trails" under s. NR 51.73, Wis. Adm. Code. If trail use fees are charged, all statutory references to admissions will be honored, including the State Trail Pass, both annual and daily, the conservation patron license, the senior citizen recreation card, and the disabled veteran's card issued by the Department shall be honored without additional trail use charges. The County shall agree to waive all trail use fees on State Parks Open House Day (date as determined by the Department), National Trails Day (the first Saturday in June), and any other statutorily required dates, or those established by executive order. If the County uses the Department's trail pass fee program, the County may retain a commission on its sale of annual and daily trail passes to be used for trail operations and maintenance as provided for in 27.01 (8m), Stats. A separate *Trail Pass Sales Agreement* between the County and the Department will be executed, detailing the sales and remittance procedures to include the actual commission rate (expressed as a percentage of sale). The County may use sub-vendors to sell the pass. In the event ss. 27.01(8) or (8m), Stats. is modified, the above section on admission fees shall automatically reflect the modification.

After written acceptance by the Bureau of Parks and Recreation Bureau Director, the County may charge its own admission or use fees at the Properties if desired. Revenue from such fees shall be used on maintenance, upkeep and facility construction on the Properties. If County fees are charged, the State Park Admission sticker, both annual and daily, the conservation patron license, Department waiver cards held by disabled vets and POW's, and the senior citizen recreation card issued by the Department shall be honored without additional County admission charges. The County shall agree to waive all admission fees on State Parks Open House Day (date as determined by the Department). No commission will be paid on County sale of State Park Admission stickers.

C. Maintain in a Proper Manner.

The County will ensure that the Properties are maintained in a decent, safe and sanitary condition at all times. Designated use inspections shall be performed in a manner consistent with Department Manual Code (MC.) 2527.2.

3. Hunting and trapping in the conservation parks.

It is the Department's and the County's intent that the development of the implementation plans promotes and enables the establishment of hunting and trapping opportunities within the conservation parks. Hunting and trapping seasons have been established by the Natural Resources Board, under the authority of 2011 Wisconsin Act 168 and s. 29.089, Wis. Stats., for Wisconsin State Park property holdings which include the GHA conservation parks acquired and owned by the Department. Additional hunting and trapping seasons may be approved by the Natural Resources Board. Specific areas within the Properties for hunting and trapping will be initially listed in the implementation plans and will not conflict with the conservation park's primary users or approvals provided by the Natural Resources Board or the Department. The County shall determine primary users and potential user conflict issues, with concurrence and approval

from the Department. When the County uses stewardship grant funds for a Property purchase, chapter NR 52, Wis. Adm. Code requirements are applicable.

Comment [KAH1]: Isn't this already addressed previously?

General state park hunting and trapping seasons and restrictions, map(s) indicating the open and closed areas of the Department-owned GHA properties, and any GHA property-specific rules, as approved by the Natural Resources Board, are attached to this memorandum as Addendum C. The Natural Resources Board may, at the request of the Department or any interested party, amend the hunting and trapping opportunities applicable to all state parks, or the GHA properties specifically. Public notice of Board agenda items is provided on the website for the Natural Resources Board, available at <http://dnr.wi.gov/about/nrb/agenda.html>. Email and text message alerts are available when the agenda is posted or updated. The Department shall make reasonable efforts to notify the County of agenda items that affect hunting and trapping opportunities in the GHA.

Comment [KAH2]: Formatting? Previously it is listed as "A" as a subparagraph under paragraph #2. Now, it is "a". Consistency?

Comment [KAH3]: Sometimes "State Park" is capitalized and sometimes it is not. Are we consistent as to when we capitalize and when we do not?

In the event that the Natural Resources Board approves a change in hunting or trapping opportunities applicable to the GHA, the change shall be effective on the date of the Board action. As the Properties go through development, the Department in consultation with the County, may restrict hunting and trapping within 100 yards of public designated use areas such as picnic shelters, vistas, campgrounds, play areas, and trails. When any such changes are made, the Department shall make corresponding changes to its maps that are available to the general public. The Department shall send a revised Addendum C to the County within a reasonable time. The County shall be deemed to agree to and incorporate the revised Addendum C in to this MOU.

The County may develop recommendations to be submitted to the Natural Resources Board for additional hunting opportunities on the Properties. Requests for additional hunting opportunities shall include:

Comment [KAH4]: and trapping?

Comment [KAH5]: and trapping?

- a. A complete description of the seasons and species being requested.
- b. A written request for any specific rule changes.
- c. A map and description of any areas proposed to be closed to hunting.

Comment [KAH6]: and trapping?

If the County chooses to issue hunting access permits, the permits shall be issued using a system identified in the implementation plan that provides all interested people an equal opportunity. The County may charge a reasonable processing fee for the hunting access permits to recover the costs of issuing the permits. If a limited number of permits are issued, the number of permits will be established in consultation with the Department's Wildlife Management staff. Approval of individual property permit plans shall be approved in advance by the Department's District Land Program Manager and its Bureau of Parks and Recreation Director.

The County shall be responsible for providing all necessary signage, customer service staffing and law enforcement staffing, to the extent resources are available, during established hunting periods.

Comment [KAH7]: Should this whole section also address trapping?

4. Revenue generation and use of funds.

The implementation plan for a Property may call for or allow actions that generate land management revenue including, but not limited to, short term sharecropping, harvest of wood products, and rental fees. Wisconsin State Law requires that land management revenue received on land owned by the state shall become the property of the state and shall be remitted to a state account. The Department shall deposit this revenue in a segregated land rental account that would allow land management monies to be paid out to the County for the purpose of offsetting site restoration, management, or operation costs at the Property from which the revenue was generated.

On an annual basis, and at least thirty (30) days prior to the start of the state fiscal year, the County may prepare and submit to the Department an operations plan for a Property that could include the proposed expenditure of state retained land management revenues, for statutorily approved purposes pursuant to s. 20.370(1)(jr), Stats., for that Property. The County may draw against funds from a state approved plan for any particular Property, up to the amount approved in the plan, but not to exceed the available land management revenues accrued for that Property. For the purposes of this MOU, "rental" shall mean any contractual rental of lands or facilities for a period of thirty (30) days or longer.

V. Constructing and maintaining facilities to support recreation activities.

1. The County has primary responsibility, within available funding, for the planned construction and operation of facilities to support recreation activities on the Properties, to include the payment for initial construction as well as ongoing maintenance, repair, re-furbishing, and expansion of the facilities.
2. The Department will work with the County to identify funding sources, to include Department managed grants, for the construction of recreation facilities at the Properties that are part of this MOU.
3. The Department and County understand that funding for acquisitions and developments of different aspects of the GHA project will vary over time. Under the terms of the easement(s), the County may construct, maintain, repair, and operate the Properties as funding becomes available. The Department has no obligation to develop, operate, maintain, or repair facilities at the Properties at any time.
4. The County shall secure and comply with all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, and reinstallation, of the recreational facilities including, without limitation, zoning, building, health, environmental permits or licenses, and shall indemnify the Department against payment of the costs therefore and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs

to cure violations thereof. The Department agrees to cooperate with the County in securing any such permits or licenses by providing information and data upon request.

5. If the Department or County terminates this MOU and the underlying easement for an individual property the Department shall first have the right to purchase any improvements at the then current replacement value at that Property. Should the Department not exercise this right within 180 days of the termination of this MOU and the easement, the County shall have the right to remove any improvements which it funded without state funding assistance.

VI. Development of Easements.

1. Upon completion of an implementation plan, the Department will grant a perpetual easement to the County for each specific Property. These easements will contain specific language from this Memorandum of Understanding along with a provision that provides for extinguishment of the easement.
2. These easements will provide the County the right to manage lands and develop, operate, repair, and maintain facilities as described in the implementation plan.
3. The County accepts the condition of the Properties "as is" on the dates that the easements are signed.
4. As additional parcels are acquired by the Department for the Properties, the existing easements may be amended to reflect the ownership changes and amendments to the implementation plan.

VII. Obligations of the Department and the County.

1. Recreational facilities, including trails, will meet or exceed Department standards for construction and operation. Facility construction will require Department of Administration approval. All facility construction must comply with the uniform commercial building code as administered by the Department of Commerce.
2. Final approval of any changes to property names for lands that the Department owns rests with the Department. The County will coordinate naming Properties with the Department. Final approval rests with the Department's Natural Resources Board. The Department encourages property naming based on historical references or natural features. All naming of Properties or facilities shall comply with Department manual code MC 2281.1, *Naming Properties and Facilities*. For example, the Property could be named for a geologic feature that it incorporates or is located nearby. For the benefit of users, it is recommended that property naming be consistent for the entire length of a trail, regardless of political boundaries.
3. Any signage or display material relating to the Properties shall clearly identify the Properties as owned by the Department and under the management and control of the County. If Stewardship or Land and Water Conservation funds were used in acquisition, this shall be noted with standard Department signage. No commercial advertising shall

be allowed on the Properties. The Department reserves the right to remove non-compliant signage located on Properties it owns. Naming of facilities after donors is discouraged. Any facility naming shall require both County approval and Department approval from the Division Administrator of Lands.

4. The County may enter into agreements with Friends Groups which meets the criteria in s. NR 1.71, Wis. Adm. Code. The Department, through its Bureau of Parks and Recreation and via the Division Administrator for Lands, shall also be a co-signer of any Friends Groups agreement. Any remainder funds held by a Friends Group for a state property, shall become the property of the state at the point of dissolution of an agreement.
5. If desired by the County, as segments of the linking trail network are acquired and developed, the Department will consider designating these segments as "State Trails" under section NR 51.73, Wis. Adm. Code. The trails will be included in any appropriate list of state trails.
6. All timber harvests on state lands shall be approved by the Department prior to commencement.
7. The Department will make its Adopt-A-Trail program available to the County. The Department has an application process for groups interested in adopting a section of trail. This program is similar to the Department of Transportation's Adopt-A-Highway program. The County may enroll volunteers in the Adopt-A-Trail program sponsored by the Department, following Department policies and procedures.
8. In the exercise of their rights herein, including but not limited to the operation of the Properties, the Department and the County shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve successors or designees.
9. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

VIII. General.

1. This Memorandum of Understanding is subject to all applicable laws and regulations.
2. This Memorandum of Understanding may be revised or amended by mutual written agreement of the Department and the County.
3. The Department must approve, and has sole discretion over, all land transactions, trail crossings, and easements for the Properties, but the County will be the first point of

contact for inquiries from the public and/or private entities on these matters. The Department will be responsible for addressing encroachment issues. The Department shall be responsible for all negotiations, document preparation and document recording in these matters.

4. An annual meeting between the County and Department will take place to review development and acquisition progress, real estate issues, operational problems and maintenance standards needing attention and to exchange ideas and information for the good of the GHA project.
5. This MOU shall not be construed as creating a public debt on the part of the Department in contravention of Article VIII, Wisconsin Constitution and all payments or obligations hereunder are subject to the availability of future appropriations.

IX. Consideration.

Following the development of an implementation plan, the Department will execute an easement with the County for one dollar or other valuable consideration to allow the County to manage and operate the Property. The County will develop, operate, repair, and maintain the lands and facilities according to this MOU, the easement and per the implementation plan.

X. Termination.

1. County. The County may terminate this Memorandum of Understanding or any easement from the Department established under this MOU by providing to the Department ninety (90) days written notice of said termination. In the event the County terminates this Memorandum of Understanding or any of the easements from the Department, the County will assume compliance responsibility for any state or federal grant obtained for facility development and support purposes on any of the Properties.
2. Department. The Department may terminate this Memorandum of Understanding or any easement with the County established under this MOU by providing to the County ninety (90) days written notice of said termination. In the event the Department terminates this Memorandum of Understanding or any of the easements from the Department, the Department will assume compliance responsibility for any state or federal grant obtained for facility development and support purposes on any of the Properties.
3. The Department may terminate this Memorandum of Understanding or any easement with the County under the following circumstances:
 - A. The County breaches any term or condition in the Memorandum of Understanding or an easement and said breach remains uncorrected for a period of sixty (60) days from the receipt of the Department's written notification of said breach by the County. In the event the County breaches any term or condition of this MOU or an easement from the Department, the County will assume compliance responsibility for any state or federal grant assisted areas on any of the Properties, if the MOU is terminated, and for the specific Property if an easement is terminated.

B. The Department determines that the continued use of the Properties as conservation parks, linking trails, or river access sites would be inconsistent with the management needs or objectives of the Department or the State of Wisconsin. In exercising its termination rights under this provision the Department shall give the County one-hundred eighty (180) days notice of termination and reimburse the County for developed improvements accepted and approved by the Department in writing, subject to consideration of any state or federal grant funds used in the development of the improvements and the availability of future appropriations. The Department will assume compliance responsibility for any federal grant obtained for facility development purposes on the facilities located on a Property it accepts.

IN WITNESS WHEREOF, Department and the County have caused this Memorandum of Understanding to be executed in their respective names by their respective duly authorized representatives.

JEFFERSON COUNTY

By _____
 {NAME AND TITLE OF SIGNER} Date

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By _____
 Cathy Stepp, Secretary Date

ADDENDUM "A"

**TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF WISCONSIN
AND
JEFFERSON COUNTY, WISCONSIN**

DATED: _____ **2011**

The following is a complete list of specific properties and acreages that are initially affected by the MOU:

A. Seven Conservation Parks:

1. Cushman Mill Park – 700 acres
2. Holzhueter Park – 300 acres
3. Hope Lake Park – 200 acres
4. North Shore Moraine Park – 300 acres
5. Oakland Highlands Park – 800 acres
6. Red Cedar Lake Park – 100 acres
7. Scuppernong Valley Park – 500 acres

B. Linking Trails. The Department expects to acquire approximately 330 of the 1,334 acres for linking trails within the GHA. Lands acquired by the Department for Linking Trails shall be acquired under the authority granted by state statute.

C. Water Based Access Sites (2). These larger water based access sites would be located along the Crawfish, Rock, or Bark Rivers or major tributaries. The total acquisition goal for these sites is 400 acres combined. The sites would be acquired as State Recreation Areas.

ADDENDUM "B"

**TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF WISCONSIN
AND
JEFFERSON COUNTY, WISCONSIN**

DATED: _____ 2011

***Wisconsin Department of Natural Resources
Applicable Manual Codes and Guidance***

The applicable manual codes and written guidance are as follows:

Manual Codes:

1. Department Recreation Operations Handbook – MC 2505.1
2. Department Property Managers Handbook
3. Department Property Planning Handbook – MC 2210.1
4. Signing/Inspection of Designated Use Areas - MC 2527.2
5. Closing Department Lands for Emergencies or Resource Protection
– MC 2527.1

Written Guidance:

- A. Hunting on State Park Lands
- B. Managing Forests on State Park Lands

ADDENDUM "C"

TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF WISCONSIN
AND
JEFFERSON COUNTY, WISCONSIN

DATED: _____ 2013

Hunting, Fishing, and Trapping on state-owned properties in the Glacial Heritage Area

A. **Hunting and Trapping Seasons and Hours:** The approved period for both hunting and trapping on the Properties is split into a fall/winter period and a spring period as follows:

- i. The Fall Hunting & Trapping period for open portions of parks in the department's plan will run from Nov. 15th –Dec. 15th each year, except that hunting by legal archery methods (bows & crossbows) will remain open until the end of the archery deer season, ending on the Sunday nearest January 6th.
- ii. The Spring Hunting & Trapping period for open portions of parks in the department's plan will run from April 1st through the end of the 3rd Spring Turkey hunting time period (the Tuesday nearest May 3rd).

Hunters and trappers may enter the Properties one hour prior to the daily hunting and trapping starting times established in chapter NR 10, Wis. Adm. Code. For species where no daily opening and closing times have been established, hunters and trappers may enter the park one hour prior to sunrise. Hunters and trappers must leave the park by the general closing hour of 11 pm. Hunters may only hunt within established daily hunting hours, when hours are established in chapter NR 10, Wis. Adm. Code.

B. **General Hunting, Fishing, and Trapping Restrictions:**

- i. All laws and regulations of statewide applicability apply to the Properties.
- ii. Traps which may be used are restricted to "dog proof traps" and traps placed completely under water.

- iii. Trapping is prohibited within 100 yards of any designated use area, as defined in s. 23.115(1), Wis. Stat. existing or established on the Properties.
- iv. Fishing with a bow and arrow or spears is prohibited within 100 yards of any designated swimming beach or boat launch existing or established on the Properties.

C. GHA Property-Specific Restrictions:

None currently in effect.

D. GHA Property Hunting Maps:

Attached hereto. See the following page(s).

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

By virtue of the authority vested in me under Sections 59.18 of the Wisconsin Statutes, I do hereby appoint and request the County Board's confirmation of William Von Rohr, Palmyra, WI to the Mid-Wisconsin Federated Library Board to fill an unexpired term ending January 1, 2016.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____

By virtue of the authority vested in me by Section 59.18 (2)(b) of the Wisconsin Statutes and Ordinance No. 2005-02 approved on April 19, 2005, by the Jefferson County Board of Supervisors, I do hereby reappoint William T. Kern to serve as Jefferson County Highway Commissioner. This reappointment is for a two-year term ending on May 31, 2015. I respectfully request confirmation of this reappointment.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____