

AGENDA

JEFFERSON COUNTY BOARD MEETING

Tuesday, October 8, 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 SEPTEMBER 10, 2013 COUNTY BOARD MINUTES**
7. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum to Agenda)
 - b. Resignation from Supervisor Rick Kuhlman (Page 1-2)
 - c. Appointments by County Board Chair (Page 3-4)
 - d. Retirement Recognition
 - e. Report – Apportionment of County Levy (Page 5-8)
 - f. Zoning Committee Notice of Public Hearing, October 17, 2013, 7:00 p.m. Rm 205 (Page 9-10)
8. **PUBLIC COMMENT**
9. **ANNUAL REPORTS**
 - a. Land Information – Andy Erdman
 - b. Planning & Zoning – Rob Klotz
 - c. Land and Water Conservation – Mark Watkins
 - d. Historic Sites Preservation Commission – John Molinaro
10. **SPECIAL ORDER OF BUSINESS**
 - a. Presentation of the 2014 Recommended Budget – County Administrator
11. **COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
 11. **PLANNING & ZONING COMMITTEE**
 - a. Report – Approval of Petitions (Page 11)
 - b. Ordinance – Amend Zoning Ordinance (Page 12)
12. **ECONOMIC DEVELOPMENT CONSORTIUM**
 - a. Approve Intergovernmental Agreement for Community Development Block Grant administration (Page 13-21)

13. FINANCE COMMITTEE

- a. Resolution – Authorize worker’s compensation third party administration contract (Page 22-23)
- b. Resolution – Extend administrative services contract for dental insurance program (Page 24)

14. HUMAN RESOURCES COMMITTEE

- a. Authorizing 14 Deputy Court Clerk I/II positions (13 FT, 1 PT) in the Clerk of Courts budget (Page 25)

15. LAW ENFORCEMENT AND EMERGENCY MANAGEMENT COMMITTEE

- a. Resolution – Supporting grant application for Treatment Alternatives and Diversion Program (Page 26)

16. PARKS COMMITTEE

- a. Resolution – Approve County Conservation Aids Grant application (Page 27)

17. ANNOUNCEMENTS

18. ADJOURN

**NEXT COUNTY BOARD MEETING
OCTOBER 22, 2013 7:00 P.M. ROOM 205**

Office of the Sheriff - Jefferson County



411 S. Center Avenue
Jefferson, Wisconsin 53549-1703

Paul S. Milbrath, Sheriff

Jeffrey Parker, Chief Deputy

Jerry Haferman
Administrative Captain



Duane Scott
Patrol Captain



Paul Wallace
Jail Captain

September 16, 2013

COPY

Mr. John Molinaro
Jefferson County Board Chair
Jefferson County Courthouse
320 S. Main Street
Jefferson, WI 53549

Dear Mr. Molinaro:

Enclosed please find a copy of a resignation letter from District 8 County Board Supervisor Rick Kuhlman. The original letter will be placed on file with the Jefferson County Clerk of Courts.

Sincerely,

A handwritten signature in cursive script that reads "Paul S. Milbrath".

Paul S. Milbrath
Sheriff

PSM:tw

September 11, 2013

ORIGINAL

Mr. John Molinaro
County Board Chair
And Fellow County Board Supervisors

Dear Mr. Molinaro & Supervisors,

I am writing to inform you of my decision to resign from my position as District 8 Supervisor with Jefferson County, effective September 11, 2013.

I appreciate the opportunities I have been given with Jefferson County. It has been my great pleasure, over the past 7-½ years, to work alongside so many good people that serve the people of Jefferson County. I can no longer commit to the demands of this position as business and family are needing more of my time.

I only wish the best to all of you.

Yours sincerely,



Rick Kuhlman



JEFFERSON COUNTY BOARD

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

JOHN M. MOLINARO
County Board
Chairman


Board Rule 3.05(1)* Appointment to Standing Committee

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

Mike Kelly to INFRASTRUCTURE Committee,

Effective 9/17, 2013.

Dated this 13 day of Sept., 2013.



John Molinaro



JEFFERSON COUNTY BOARD

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


JOHN M. MOLINARO
County Board
Chairman

Board Rule 3.05(1)* Appointment to Standing Committee

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

Effective 9/17, 2013

Dated this 13 day of Sept, 2013.


John Molinaro

JEFFERSON County

2013 County Apportionment

District	Equalized Value Reduced by TID Value Increment	% to Total
Aztalan	125,600,600	.021343316
Cold Spring	69,292,800	.011774929
Concord	163,129,500	.027720604
Farmington	130,458,600	.022168837
Hebron	93,823,900	.015943500
Ixonia	402,984,100	.068479109
Jefferson	171,908,600	.029212437
Koshkonong	334,051,100	.056765321
Lake Mills	273,183,400	.046422069
Milford	99,510,500	.016909824
Oakland	314,320,800	.053412550
Palmyra	168,513,400	.028635491
Sullivan	180,452,500	.030664303
Sumner	114,800,300	.019508021
Waterloo	81,500,600	.013849401
Watertown	173,206,700	.029433023
Town Total	2,896,737,400	.492242736
Cambridge	4,835,200	.000821646
Johnson Creek	185,485,000	.031519476
Lac La Belle	665,900	.000113156
Palmyra	103,631,000	.017610021
Sullivan	42,889,300	.007288181
Village Total	337,506,400	.057352480

TID303WI

Report Used for Apportionment of County Levy

Date: 08/15/2013

Page 75 of 210

JEFFERSON County

2013 County Apportionment

District	Equalized Value Reduced by TID Value Increment	% to Total
Fort Atkinson	804,335,400	.136680756
Jefferson	435,238,200	.073960050
Lake Mills	438,496,800	.074513784
Waterloo	177,434,200	.030151403
Watertown	744,581,300	.126526739
Whitewater	50,444,600	.008572053
City Total	2,650,530,500	.450404784
County Total	5,884,774,300	1.000000000

District	TID Value Increments			Current Value	Increment
	TID #	YEAR	Base Value		
V . Johnson Creek	002	1994	11,378,800	68,140,100	56,761,300
V . Johnson Creek	003	1995	701,400	44,764,000	44,062,600
V . Palmyra	003	2006	430,300	7,880,600	7,450,300
C . Fort Atkinson	006	2000	1,135,400	7,313,700	6,178,300
C . Fort Atkinson	007	2000	11,587,900	23,918,100	12,330,200
C . Fort Atkinson	008	2009	28,584,200	29,751,900	1,167,700
C . Jefferson	002	1997	9,125,900	12,093,900	2,968,000
C . Jefferson	004	2000	0	1,140,800	1,140,800
C . Jefferson	005	2001	19,442,200	29,114,400	9,672,200
C . Jefferson	006	2009	0	1,856,100	1,856,100
C . Jefferson	007	2012	0	100,100	100,100
C . Lake Mills	002	1998	11,445,700	24,668,000	13,222,300

JEFFERSON County
2013 County Apportionment

District Equalized Value Reduced by TID Value Increment % to Total

District	TID Value Increments			Current Value	Increment
	TID #	YEAR	Base Value		
C . Lake Mills	003	2006	6,993,800	7,794,900	801,100
C . Lake Mills	004	2006	7,446,000	14,957,400	7,511,400
C . Waterloo	001	2005	5,961,500	12,473,200	6,511,700
C . Waterloo	002	2011	5,302,600	4,770,900	*
C . Waterloo	003	2012	1,583,100	1,777,400	194,300
C . Watertown	003	1991	2,081,800	64,818,500	62,736,700
C . Watertown	004	2005	1,047,600	15,877,800	14,830,200
C . Watertown	005	2005	39,631,000	66,262,600	26,631,600
C . Watertown	006	2005	225,800	1,249,100	1,023,300
C . Whitewater	004	1990	968,200	26,015,200	25,047,000
C . Whitewater	005	2007	14,500	13,100	*
C . Whitewater	008	2007	503,700	521,300	17,600

* THIS DISTRICT HAS A ZERO OR NEGATIVE INCREMENT, NO INCREMENT SHOWN

NET NEW CONSTRUCTION 2013

COMUN CODE	MUNICIPALITY	2012 EQUALIZED VALUE	2013 NET NEW CONSTRUCTION	PERCENT
28002	TOWN OF AZTALAN	125,039,500	758,700	0.61%
28004	TOWN OF COLD SPRING	70,473,300	466,400	0.66%
28006	TOWN OF CONCORD	152,785,100	901,900	0.59%
28008	TOWN OF FARMINGTON	133,570,100	380,600	0.28%
28010	TOWN OF HEBRON	96,014,000	122,200	0.13%
28012	TOWN OF IXONIA	398,761,700	4,974,200	1.25%
28014	TOWN OF JEFFERSON	171,727,900	1,124,900	0.66%
28016	TOWN OF KOSHKONONG	330,440,100	4,877,000	1.48%
28018	TOWN OF LAKE MILLS	271,900,200	1,637,200	0.60%
28020	TOWN OF MILFORD	99,764,200	1,090,200	1.09%
28022	TOWN OF OAKLAND	304,324,500	601,200	0.20%
28024	TOWN OF PALMYRA	175,223,100	2,244,900	1.28%
28026	TOWN OF SULLIVAN	175,418,100	625,800	0.36%
28028	TOWN OF SUMNER	114,208,500	989,100	0.87%
28030	TOWN OF WATERLOO	82,504,200	713,500	0.86%
28032	TOWN OF WATERTOWN	187,827,300	-1,704,900	-0.91%
28111	VILLAGE OF CAMBRIDGE *	5,162,700	0	0.00%
28141	VILLAGE OF JOHNSON CREEK	311,126,000	3,846,300	1.24%
28146	VILLAGE OF LAC LA BELLE *	574,600	-121,900	-21.21%
28171	VILLAGE OF PALMYRA	118,444,200	520,400	0.44%
28181	VILLAGE OF SULLIVAN	46,134,100	33,900	0.07%
28226	CITY OF FORT ATKINSON	854,624,100	936,700	0.11%
28241	CITY OF JEFFERSON	482,468,000	897,300	0.19%
28246	CITY OF LAKE MILLS	461,579,100	1,574,300	0.34%
28290	CITY OF WATERLOO	199,861,200	1,545,800	0.77%
28291	CITY OF WATERTOWN *	850,314,100	8,548,500	1.01%
28292	CITY OF WHITEWATER *	75,298,000	402,200	0.53%
28999	COUNTY OF JEFFERSON	6,295,567,900	37,986,400	0.60%

* Split districts are summed at the end of the report

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: October 17, 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. **Explanation of Process by Committee Chair**
6. **Public Hearing**

NOTICE IS HEREBY GIVEN that the Jefferson County Planning and Zoning Committee will conduct a public hearing at 7 p.m. on Thursday, October 17, 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. Individual files are available for viewing between the hours of 8 a.m. and 4:30 p.m., Monday through Friday, excepting holidays. If you have questions regarding these matters, please contact Zoning at 920-674-7131.

FROM RESIDENTIAL R-2 TO A-2, AGRICULTURAL AND RURAL BUSINESS

R3667A-13 & CU1753-13 – Luke A. Purucker: Rezone approximately 1.1. acre of PIN 016-0614-3532-008 (2.569 Acres) with conditional use to allow mini-warehousing/storage warehousing near **N2612 Curtis Mill Road**. The site is in the Town of Koshkonong.

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

R3668A-13 & CU1754-13 – Mark & Ron Ebert/Ronald D Ebert Property: Rezone all of PINs 012-0816-0432-001 (17 Acres) and 012-0816-0541-000 (26.008 Acres) for nursery and greenhouse operation with conditional use to include retail sales of agricultural related items not grown on the premises and ag tourism, all at **W1795 Fox Road** in the Town of Ixonia.

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

R3669A-13 & CU1755-13 – Steven M Cline /Combined Enterprises LLC c/o Jellystone Park: Rezone PIN 016-0513-3621-001 (40.158 Acres) with conditional use to allow campground expansion at **N551 Wishing Well Lane** in the Town of Koshkonong.

R3670A-13 – Greg Mode: Rezone all of PIN 022-0613-2632-001 (4.106 Acres) owned by Gregory Mode; rezone 3.2 acres from both PINs 022-0613-2632-000 (36.966 Acres) and 022-0613-2623-004 (11.933 Acres) to create an approximate 7.3-acre lot for an agricultural stable. The site is near N3075 Trieloff Road in the Town of Oakland.)

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

R3671A-13 – John Burton: Create a 1.5-acre lot around the home at **W114 Hooper Road** in the Town of Palmyra from PIN 024-0516-0144-000 (33.29 Acres).

R3672A-13 – Barry Pechous: Create a 5-acre lot around the home at **W385 Hooper Road** from PIN 024-0516-0134-000 (39.406 Acres) in the Town of Palmyra.

R3673A-13 – Marcus Tincher: Rezone part of PIN 024-0516-0131-000 (40.694 Acres) to create a 2-acre vacant building site and a 4-acre building site with sheds on **Hooper Road** in the Town of Palmyra.

R3674A-13 – Jim Tourbier: Rezone 2.136 acre of PIN 032-0815-2522-003 (16.894 Acres) for a new residential building site on **Pipersville Road** in the Town of Watertown.

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

R3675A-13 & R3676A-13 – Joe Schroeder: Create a 2-acre lot around the home at **W1219 STH 106** and a 2-acre N zone adjacent to it, both from PIN 024-0516-1533-000 (22.004 Acres) in the Town of Palmyra.

FROM COMMUNITY TO A-1, EXCLUSIVE AGRICULTURAL

R3677A-13 – Dorothy Spike: Rezone a 66-foot wide strip of PIN 028-0513-1724-013 (0.17 Acre) for an access to adjoining A-1 zoned lands. The site is along **STH 106** in the Town of Sumner.

CONDITIONAL USE PERMIT APPLICATIONS

CU1756-13 – Notbohm Trust/Charles Notbohm Trust: Conditional use to allow mineral extraction on areas of PINs 018-0713-3441-000 (40 Acres) and 018-0713-3532-000 (40 Acres) in the Town of Lake Mills at **W8089 Hope Lake Road**.

CU1757-13 – Troy N Schlender: Conditional use to sanction an intensive ag/dairy operation for 447 animal units at **W6624 E Hubbleton Rd** in the Town of Milford on PINs 020-0814-0543-001 (19 Acres) and 020-0814-0542-000 (20 Acres).

CU1758-13 – Doug Miller: Conditional use to allow a home occupation for gun sales at **N8055 Springer Rd** in the Town of Waterloo on PIN 030-0813-2621-000 (3 Acres).

CU1759-13 – Dustin Wilke/Wilkes LLC Property: Conditional use to sanction an intensive ag/beef operation for 470 animal units at **N7836 Newville Rd** in the Town of Waterloo. The operation is on PINs 030-0813-2914-004 (13.979 Acres) and 030-0813-2823-003 (26.043 Acres).

CU1760-13 – Brandon & Susan Oleniczak: Conditional use to allow a duplex on PIN 008-0715-1231-001 (4 Acres) at **N6624 S Farmington Rd** in the Town of Farmington.

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.

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

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

The Jefferson County Planning and Zoning Committee, having considered petitions to amend the zoning ordinance of Jefferson County, filed for public hearing held on September 19, 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 R3661A-13 AND R3666A-13

DATED THIS 30TH DAY OF SEPTEMBER, 2013

Donald Reese, Secretary

**THE PRIOR MONTH'S AMENDMENTS R3664A-13 AND R3665A-13 ARE EFFECTIVE UPON
PASSAGE BY COUNTY BOARD, SUBJECT TO WIS. STATS. 59.69(5).**

Amend Zoning Ordinance

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

WHEREAS, Petitions R3661A-13 and R3666A-13 were referred to the Jefferson County Planning and Zoning Committee for public hearing on September 19, 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 A-1, EXCLUSIVE AGRICULTURAL TO A-3, AGRICULTURAL/RURAL RESIDENTIAL

Create a 1.7-acre vacant lot and a 5-acre lot around the home at **N7119 Hillside Drive** in the Town of Concord, part of PIN 006-0716-0523-000 (48.54 acres). The Committee found that the prime agricultural lot utilizes the last available A-3 zone for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval and receipt of a soil test showing sites for installation of both initial and replacement private sewage systems for the vacant lot, and upon approval and recording of a final certified survey map. The rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. R3661A-13 – Brian Statz

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

Rezone Parcel 016-0614-3543-002 (1.476 acre) at **N2603 Kutz Road** in the Town of Koshkonong. Rezoning is conditioned upon the driveway being moved to meet ordinance requirements, upon screening being installed/planted along the west side of the property, upon review by a plumber to verify that the system is sized appropriately for the use proposed, and for all necessary permits to be obtained prior to start of construction. With this action the Committee also approved a conditional use for construction contractor businesses at the site. R3666A-13 & CU1743-13 – Jake Brock/Becker Trust property

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Requested by
Planning and Zoning Committee

10-08-13

Deb Magritz: 10-1-13

RESOLUTION NO. 2013-____

Approve Intergovernmental Agreement for Community Development Block Grant administration

WHEREAS, the Wisconsin Department of Administration – Division of Housing (DOH) is changing the method of distribution for Community Development Block Grant (CDBG) housing funds by requiring the formation of housing regions comprised of several counties, and

WHEREAS, the Southern Housing Region will consist of Columbia, Dodge, Jefferson, Kenosha, Ozaukee, Racine, Rock, Sauk, Walworth and Washington counties, and

WHEREAS, DOH anticipates the regional CDBG award for housing funds will be \$2,422,000, and

WHEREAS, the intercounty agreement provides for Columbia County to serve as the lead county in accordance with the attached contract running through June 30, 2017, and

WHEREAS, the Jefferson County Economic Development Consortium recommends approval of the Intergovernmental Agreement creating the Southern Housing Region,

NOW, THEREFORE, BE IT RESOLVED that the Intergovernmental Agreement creating the Southern Housing Region is hereby approved and the County Board Chair is authorized to execute the agreement on behalf of Jefferson County.

BE IT FURTHER RESOLVED that the County contact shall be County Administrator Ben Wehmeier until such time as a new Economic Development Director is appointed.

Fiscal Note: Approximately \$230,000 will be available to Jefferson County residents for home rehabilitation loans. No tax levy funds are used in this program.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Requested by
Economic Development Consortium

10-08-13

Phil Ristow: 09-04-13; 09-30-13

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING REGION CONTRACT

This Region Contract ("Contract") is entered into pursuant to the authority granted by Wis. Stat. § 66.0301, *et seq.*, by and among Columbia, Dodge, Jefferson, Kenosha, Ozaukee, Racine, Rock, Sauk, Walworth and Washington (collectively "Counties"), all of whom are counties and political subdivisions of the State of Wisconsin organized and existing pursuant to the Wisconsin Constitution and Wis. Stat. Chap. 59 for purposes of forming a region that shall be known as Southern Housing Region ("Region") to implement and deliver CDBG housing programs within the geographic boundaries of the Region.

RECITALS

WHEREAS, the Wisconsin Department of Administration - Division of Housing ("DOH") is changing the method of distribution for Community Development Block Grant ("CDBG") housing funds to require the formation of housing regions, comprised of counties; and

WHEREAS, the DOH anticipates that the regional CDBG award for housing funds will be \$2,422,000; and

WHEREAS, all counties in the Southern Housing Region have adopted a resolution agreeing to participate; and

WHEREAS, each housing region has selected a lead county to assume the responsibilities for administering the CDBG housing funds; and

WHEREAS, Columbia County will serve as the lead county ("Lead County") for the Southern Housing Region; and

WHEREAS, by agreeing to participate as a member of the Southern Housing Region, the member Counties understand that Columbia County will act as the applicant and will assume all obligations under the terms of the grant, including assuring compliance with all applicable laws, program regulations and performance of all work in accordance with the grant contract; and

WHEREAS, each member County shall have the opportunity for representation on the Region Housing Committee; and

WHEREAS, it is the intent of the parties hereto that this Contract shall not be interpreted to deprive any municipality served by the Region of any power, zoning authority, development control or other lawful authority which it presently possesses.

WHEREAS, the Region, acting by and through the Lead County, is applying for CDBG Program funding from the Wisconsin Department of Administration to provide services in a manner consistent with the CDBG Grant Contract and Implementation Manual; and

WHEREAS, the Counties understand by entering into this Agreement they allow their eligible residents to have access to CDBG Housing Program funding; and

WHEREAS, it is the intent of the parties that this Contract establish that the Lead County is responsible for all functions and duties associated with the DOH Agreement including, without limitation:

- (a) Financial management;
- (b) Financial accountability;
- (c) Provision of services;
- (d) Funding distribution method;
- (e) Administrative services; and

(f) Overall responsibility for the Grant Contract that will be entered into by and between the Region and DOA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. CONTRACT PERIOD AND ADMINISTRATORS

A. CONTRACT PERIOD

This Contract shall be effective for the period from September 1, 2013 through June 30, 2017. Unless terminated as provided in Section IX below, this Contract shall automatically renew for additional two-year terms.

B. CONTRACT REPRESENTATIVES

Each member of the Region shall designate an individual as the official contract representative for the party identified.

Any party hereto may replace a contract representative upon written notice to all other parties to this Contract. The Contract Representatives are set forth on the attached Exhibit A, which may be modified from time to time as provided herein.

C. DOH AGREEMENT

The DOH Agreement is attached hereto and incorporated by reference herein. This Contract shall be interpreted consistent with the DOH Agreement. (The DOH Agreement is on file in the County Clerk's Office and available for inspection and

D. CONDITION PRECEDENT TO CONTRACT examination during regular Courthouse hours.)

This Contract is expressly conditioned upon the Lead County, as defined below, agreeing to the terms and conditions set forth in the DOH Agreement. This condition precedent shall apply to any and all renewed terms of this Contract. The Counties hereby understand and agree that the Lead County is hereby delegated the responsibility for executing the DOH Agreement on the Region's behalf and no other County shall be authorized to enter into the DOH Agreement on the Region's behalf. If the Lead County does not approve the DOH Agreement it shall endeavor to provide notice to all Counties as soon as practicable.

II. DESIGNATION OF LEAD COUNTY

A. APPOINTMENT OF LEAD COUNTY

The Counties hereby designate Columbia County as the Lead County for purposes of this Contract. The Lead County shall be responsible for the duties of the Lead County as set forth herein. In addition, the Lead County shall be responsible for ensuring the Region's compliance with the DOH Agreement. The Lead County shall appoint a designated contact person/Region Coordinator. (See Exhibit A)

B. RESIGNATION OR REMOVAL AS LEAD COUNTY

1. Resignation. The Lead County may resign as Lead County by providing the other Counties and the Department of Administration with a 60-day written notice of its intent to resign. The resignation shall be effective upon appointment of a new Lead County.
2. Removal. The Lead County may be removed as Lead County by the Department of Administration pursuant to the DOH Agreement. A removal shall be effective on

appointment of a new Lead County.

3. Upon resignation or removal of the Lead County, a new Lead County shall be appointed by a 3/4ths vote of the Counties provided the county appointed as Lead County accepts such appointment.

C. DUTIES OF LEAD COUNTY

As the Lead County, Columbia County shall have the following duties and responsibilities:

1. Complete and submit the CDBG Housing Grant Application on behalf of the Southern Housing Region.
2. Serve as the contact agency on behalf of the Region Counties for purposes of the DOH Agreement. The Lead County is the only County authorized to act on the Region's behalf with respect to the DOA CDBG Housing Grant Contract or dealings between the Region and DOA.
3. Serve as fiscal agent for purposes of this Contract. The Lead County will:
 - a. Provide an accounting of all CDBG Housing Grant program funds provided to the Southern Housing Region by the State. The accounting will be consistent with the reporting and audit standards set forth in the DOH Agreement.
 - b. Bear the responsibility for the billing and collection of funds associated with this Contract.
4. Participate in the Contract in conjunction with the Region members, and take on the responsibility for the fulfillment of the contractual obligations.
5. Act as the Hiring Agent for the third-party CDBG program administrator (if applicable). The Lead County is required to meet federal procurement obligations as set forth by DOA.
6. In addition to providing for its own audit, the Lead County shall be responsible for coordinating all audit obligations set forth in the DOA CDBG Housing Grant Contract. Columbia County shall be responsible for seeking resolution on all audit disallowances or adjustments and/or fiscal penalties.

The Lead County shall ensure the third party CDBG Program Administrator provides evidence of applicable insurance to cover any potential issues.

7. Ensure compliance with the DOH Agreement.
8. Coordinate meetings and all communication, serve as the liaison between the DOH, member counties, and the third party administrator.

D. DUTIES OF COUNTIES PARTICIPATING IN THE SOUTHERN HOUSING REGION

In addition to any duties and responsibilities set forth in this Contract, each County shall be responsible for the following:

1. Dissemination of CDBG housing funding information to their citizens.
2. Provision of CDBG information within their County during the County's regularly scheduled business hours.

3. Provision to interested residents of copies of the CDBG Application materials via electronic and paper media.
4. Compliance with the CDBG Housing Final Application Requirements in order to secure funding for the Southern Housing Region.
5. When necessary, assist the Lead County and/or Program Administrator, in ensuring the Region meets State and Federal service and performance standards set forth in the DOA CDBG Housing Grant Contract and applicable state licensure and certification requirements as expressed by the State and Federal rules and regulations applicable to the services covered by this Contract and any addendum.
6. Cooperating with participating Counties in establishing reasonable procedures for the administration of this Contract.
7. Non-lead counties, in which a project is located, agree to cooperate with the Lead County in its environmental review, to comply with any mitigation requirements or other conditions on approval of the project included in the Lead County's environmental review, to permit the Lead County to monitor compliance with those conditions, and to correct any deviations from those conditions identified by the Lead County.

III. SOUTHERN REGION HOUSING COMMITTEE

There is hereby created a Southern Region Housing Committee made up of the County Contract Representatives, or their designee, from each participating County. The Committee shall meet on an as-needed basis, no less than twice per year, to discuss this Contract and any other matters or issues related to the DOH Agreement. The Committee may adopt policies or by-laws relating to the conduct of the meeting, but in the absence of such policies, Robert's Rules of Order shall apply.

The Lead County will seek guidance from the Southern Region Housing Committee on matters of fiscal or programmatic significance to the Region. The Southern Region Housing Committee shall make recommendations to the Lead County, but shall have no power to modify the terms and conditions of this Contract, or any addendum, nor shall the Southern Region Housing Committee have any authority to bind the Lead County to any decision or recommendation. In addition to other duties that the Committee may establish, the Committee shall:

1. Approve the Region's local distribution method.
2. Approve the Region's Housing Policy and Procedures Manual based on DOH criteria.
3. Approve the Region's appeal process and hear appeals as it relates to denied applications.

IV. FISCAL AND PROGRAM ADMINISTRATION

The Lead County is responsible for the administration of this Contract and for the accounting of the Federal funds received by the Lead County associated with this Contract. The Lead County shall comply with the financial reporting requirements set forth in the DOH Agreement.

V. PROCUREMENT AND SUBCONTRACTING

The Lead County may subcontract for administrative services from a third-party. It is expressly understood that no more than one CDBG Program Administrator (or Agency) will operate within boundaries of the Southern Housing Region. The Lead County, on behalf of the Southern Housing Region, shall conduct all procurement transactions in a manner consistent with the DOH Agreement and State and Federal law. Any and all subcontracts shall comply with the DOH Agreement. All

subcontracts must adhere to the policies and procedures of the DOH.

VI. CONTRACT AND ADDENDA

- A. This Contract and any addendum shall be construed consistent with the laws of the State of Wisconsin without regard to the law of conflicts of law.
- B. This Contract and its provisions cannot be amended, modified, supplemented or waived in any way except in writing signed by all Counties. Any addendum may be amended as specifically provided in the addendum.
- C. In the event of a conflict between the terms set forth in this Contract and the terms of an addendum, the terms of this Contract shall prevail. In all other instances, this Contract shall be construed consistent with the terms set forth in the DOH Agreement.

VII. INDEMNITY AND INSURANCE

The Lead County shall ensure that sufficient insurance is in effect to indemnify the Counties, their officers, employees, agents, and volunteers against any and all loss, damages, and costs or expenses, including attorney fees, which a County or Counties, its officers, employees, agents, and volunteers may sustain, incur, or be required to pay by reason of the Lead County's provision of services under this Contract or the DOH Agreement or a breach of the Lead County's obligations under this Contract.

VIII. CIVIL RIGHTS COMPLIANCE/ASSURANCES

The Counties shall comply with all state and federal requirements related to civil rights compliance.

IX. TERMINATION OF CONTRACT AND DISSOLUTION OF REGION

A participating County may terminate this Contract by delivering written notice to the other participating Counties and the Department of Administration by Certified Mail, Return Receipt Requested, not less than sixty (60) days prior to termination. The date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. The termination shall be effective as of December 31 in the year in which this Contract, or any renewed term expires, unless the notice is delivered less than 60 days prior to the expiration date of this Contract, or any renewed term, in which case the effective date shall be the expiration date of the following Contract or renewed term. The County terminating its participation shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment received by said County which exceeds actual costs incurred in carrying out the project as of the date of termination.

A County's termination shall not affect the duties and obligations of the Counties that do not terminate. Provisions of this Contract intended as continuing obligations shall survive notice of termination or termination. The Counties understand and agree that any and all sums appropriated to the Region are Region funds and may not be transferred by a County to another Region.

The Counties may, by 2/3 vote, of all Counties participating in the Region as evidenced by resolution of a County's board of supervisors, vote to dissolve the Region provided that the vote to dissolve must take place on or before August 15 in the year in which the dissolution occurs and the dissolution will be effective as of December 31 of that year. If dissolution is ordered, the Lead County shall be responsible for all administrative tasks associated with winding up the Region's affairs. All of the Counties shall be bound by the terms and conditions of this Contract until such time as the Region's affairs are wound up.

X. RECORDS

The Lead County shall maintain CDBG housing records and financial statements as required by

State and Federal laws, rules, and regulations. The Lead County bears legal and fiscal responsibility for the housing records and housing financial statements of all other participating counties.

XI. DEBARMENT AND SUSPENSION

Each County certifies through signing this contract that neither the County nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the County shall notify the Lead County within five business days in writing if the County or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

XII. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This Contract is contingent upon authorization of Wisconsin and United States laws. Any material amendment or repeal of the same affecting relevant funding or authority of the Department of Administration in relation to the DOH Agreement shall serve to terminate this Contract, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. Except for those matters incorporated herein by reference and any addenda, it is understood and agreed that the entire contract between the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. Nothing in this Contract shall create a partnership or joint venture between the Counties. An employee of a County shall not be considered an employee, agent or volunteer of the Lead County or any other County.

XIII. SIGNATURES

IN WITNESS WHEREOF, the parties enter into this Contract as of the date indicated below.

COUNTY: _____

Signature: _____

Name and Title (printed): _____

Date: _____

COLUMBIA COUNTY

Signature: _____

Andy Ross, County Board Chairman

Date: _____

EXHIBIT A

SOUTHERN HOUSING REGION CONTRACT REPRESENTATIVES

SOUTHERN HOUSING REGION COORDINATOR/LEAD COUNTY

The following individual is hereby designated as the official contact person for the Southern Housing Region Lead County.

Columbia County: Ms. Lois Schepp
Official Street Address: P.O. Box 473, 400 DeWitt Street, Portage, WI 53901-0473
Email Addresses: lois.schepp@co.columbia.wi.us
Telephone: (608) 742-9646

CONTRACT REPRESENTATIVES

The following individuals are hereby designated as the official representative for the identified county. These individuals will accept any and all official notices delivered under this Contract, or any amendment, addendum or exhibit thereto.

Columbia County: Mr. John Tramburg
Official Street Address: P.O. Box 473, 400 DeWitt Street, Portage, WI 53901-0473
Email Address: john.tramburg@co.columbia.wi.us
Telephone: (608) 742-9645

Dodge County: Mr. Dean Perlick, Manager of Planning & Economic Development
Official Street Address: 127 East Oak Street, Juneau, WI 53039
Email Address: dperlick@co.dodge.wi.us
Telephone: (920) 386-3710

Jefferson County: Mr. Dennis Heling, Executive Director
Official Street Address: 864 Collins Road, Suite 111, Jefferson, WI 53549
Email Address: dennish@jeffersoncountywi.gov
Telephone: (920) 674-8711

Kenosha County: Mr. Andy M. Buehler, Director, Division of Planning Operations
Official Street Address: 19600 75th Street, Bristol, WI 53104-0520
Email Address: andy.buehler@kenoshacounty.org
Telephone: (262) 857-1895

Ozaukee County: Ms. Kirsten Johnson
Official Street Address: 121 West Main Street, Room 246, Port Washington, WI 53074
Email Address: kjohnson@co.ozaukee.wi.us
Telephone: (262) 284-8188

Racine County: Ms. Julie A. Anderson, Director of Public Works & Development Services
Official Street Address: 14200 Washington Avenue, Sturtevant, WI 53177-1253
Email Address: julie.anderson@goracine.org
Telephone: (262) 886-8440

Rock County: Mr. Phillip Owens, Jr.
Official Street Address: 726 Hackett Street, Beloit, WI 53511
Email Address: powers@tds.net
Telephone: (608) 365-1925

Sauk County: Ms. Kathryn Schauf, Administrative Coordinator
Official Street Address: 505 Broadway Street, Baraboo, WI 53913
Email Address: kschauf@co.sauk.wi.us
Telephone: (608) 355-3273

Walworth County: Mr. Kevin Brunner, Director of Public Works
Official Street Address: W4097 County Road NN, Elkhorn, WI 53121
Email Address: kbrunner@co.walworth.wi.us
Telephone: (262) 741-3114

Washington County: Mr. Doug Johnson
Official Street Address: 432 East Washington Street, West Bend, WI 53095
Email Address: doug.johnson@co.washington.wi.us
Telephone: (262) 306-2200

Item 13a

RESOLUTION NO. 2013-__

**Authorize worker's compensation
third party administration contract**

WHEREAS, Jefferson County self insures its worker's compensation program, and

WHEREAS, the County currently contracts with CCMSI (Cannon Cochran Management Services, Inc.) for third party administration of the worker's compensation program which contract expires December 31, 2013, and

WHEREAS, CCMSI has proposed a two year extension covering 2014 and 2015 with fee of \$18,000 per year, and

WHEREAS, proposals were also obtained from Willis and WMMIC, two other vendors who provide this service, and

WHEREAS, the Finance Committee and staff have the reviewed proposals and recommend the approval of the WMMIC (Wisconsin Municipal Mutual Insurance Company) proposal of \$10,000 annually for 2014 and 2015, \$12,000 for 2016 and \$13,000 annually for 2017 and 2018,

NOW, THEREFORE, BE IT RESOLVED that the County Clerk is authorized to execute a contract with WMMIC for worker's compensation third party administration services through 2018 on the terms contained in their proposal.

Fiscal Note: The actual annual fee is a compilation of various fees for individual services provided. The annual minimum fee is being reduced from \$18,000 to \$10,000. There will be some additional cost (estimated at \$2,850) for completion of "tail" claims that exist as of December 31, 2013. Jefferson County is an equity owner in WMMIC, which also provides the county's liability insurance.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Finance Committee

10-08-13

Philip C. Ristow: 09-10-13

Jefferson County
Worker's Compensation Third-Party Administration Contract-2014

Proposals

Year	WMMIC*	CCMSI	Willis
2014	\$ 10,000	\$ 18,000	\$12,500-20,000
2015	\$ 10,000	\$ 18,000	\$12,500-20,000
2016	\$ 12,000		
2017	\$ 13,000		
2018	\$ 13,000		

*Note-includes training and also an estimated \$2,850 cost for "tail" claims that are currently out there.

History

Year	Cost	Admin.	Total Cost	Provider
2013	\$ 16,000	\$ 2,000	\$ 18,000	CCMSI
2012	\$ 17,500	\$ 2,000	\$ 19,500	CCMSI
2011	\$ 17,500	\$ 2,000	\$ 19,500	CCMSI
2010	\$ 17,500	\$ 2,000	\$ 19,500	CCMSI
2009	\$ 20,750	-	\$ 20,750	Cambridge/CCMSI
2008	\$ 19,700	-	\$ 19,700	Cambridge
2007	\$ 19,700	-	\$ 19,700	Cambridge
2006	\$ 19,700	-	\$ 19,700	Cambridge
2005	\$ 19,000	-	\$ 19,000	Cambridge
2004	\$ 19,000	-	\$ 19,000	Cambridge
2003	\$ 19,000	-	\$ 19,000	Cambridge

Note: In 2009 Cambridge became Exchange at that time the County went to CCMSI
In 2010 the County sold the Nursing Home

RESOLUTION NO. 2013-__

Extend administrative services contract for dental insurance program

WHEREAS, Jefferson County has self-funded employee dental benefits since the 1980's using a third party administrator, and

WHEREAS, Resolution No. 2008-30 adopted June 10, 2008, awarded the dental insurance administrative contract to Delta Dental at the rate of \$3.86 per employee per month, after the program was reviewed and proposals had been received from five different administrators, and

WHEREAS, the contract was renewed for 2010-2013 at the 2008 rate, and

WHEREAS, the County may extend the contract through December 31, 2016, at the 2008 rate of \$3.86 per employee per month, and

WHEREAS, the Finance Committee recommends waiving seeking proposals and approving the extension of the Delta Dental administrative contract through December 31, 2016,

NOW, THEREFORE, BE IT RESOLVED that the County Clerk is authorized to execute a contract for Delta Dental's administrative services at the rate of \$3.86 per employee per month through December 31, 2016.

Fiscal Note: The County has 455 employees currently enrolled in dental coverage which generates an annual administrative cost of about \$21,000 for the dental insurance program. The WPS network offers advantageous provider choices and discounts.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Finance Committee

10-08-13

Brian Lamers: 09-13-13; Phil Ristow: 09-18-13

RESOLUTION NO. 2013-_____

Resolution authorizing 14 Deputy Court Clerk I/II positions (13 FT, 1 PT) in the Clerk of Courts budget

WHEREAS, the Clerk of Circuit Court continually seeks ways to operate more efficiently in response to frequent changes in the law and Supreme Court rules, and

WHEREAS, assigning only non-case management duties to several positions will allow other positions to focus on more complex and sensitive case management tasks, creating a more efficient work flow, and

WHEREAS, the Clerk of Courts Office is currently authorized 14 Deputy Court Clerk II positions (13 FT, 1 PT) that are assigned both case-management and non-case management responsibilities, and

WHEREAS, the Clerk of Courts Office has full-time and part-time Deputy Court Clerk II positions that are currently vacant, and

WHEREAS, the Clerk of Circuit Court recommends reorganizing the duties of the current vacant Deputy Court Clerk II positions and creating 14 Deputy Court Clerk I/II positions (13 FT, 1 PT) in lieu of 14 Deputy Court Clerk II positions, allowing future vacancies to be filled either as a Deputy Court Clerk I or a Deputy Court Clerk II, based on the qualifications of candidates, and

WHEREAS, after due consideration, the Human Resources Committee recommends the changes proposed by the Clerk of Circuit Court,

NOW, THEREFORE, BE IT RESOLVED that the 2013 County Budget setting forth position allocations in the Clerk of Courts Office is hereby amended to reflect the above change by authorizing a total of 13 full-time, non-exempt Deputy Court Clerk positions and 1 part-time, non-exempt Deputy Court Clerk position, allowing positions to be filled either as a I or a II position.

Fiscal Note: Due to the overlapping of pay ranges between the Deputy Court Clerk I and the Deputy Court Clerk II positions, the approximate savings to fill 2.5 FTEs as a Deputy Court Clerk I position is \$10,255 annually, or approximately \$2,136 for the remainder of 2013. Therefore, no additional funds are required to implement this change effective upon passage of this resolution.

AYES _____
NOES _____
ABSTAIN _____
ABSENT _____
VACANT _____

Requested by
Human Resources Committee

10-08-13

Terri M. Palm-Kostroski: 09-10-13; Phil Ristow: 09-30-13

RESOLUTION NO. 2013-____

Supporting grant application for Treatment Alternatives and Diversion Program

WHEREAS, the Wisconsin Department of Justice has a total of \$2,538,900 available to support existing and newly developed treatment alternative and diversion projects, and

WHEREAS, a Treatment Alternative and Diversion (TAD) Program is designed to deliver treatment and diversion alternatives to jail or prison for non-violent offenders with assessed drug and alcohol problems, and

WHEREAS, the County’s Circuit Judges, the District Attorney, the Human Services Director, the Sheriff, the Public Defender, the County Administrator and Board Chair all agree that a TAD program for third offense and higher OWI defendants will reduce the need for incarceration and provide greater opportunity for persons convicted of these offenses to obtain treatment, and

WHEREAS, a collaborative effort by the parties named above is completing a grant application on Jefferson County’s behalf for funding of an OWI Court in Jefferson County, and

WHEREAS, the Law Enforcement Committee commends the officials listed above and supports their efforts to obtain grant funds to establish an OWI Court,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board supports the TAD grant application for creation of an OWI Court through the Justice Department’s Treatment Alternatives and Diversion 2014 Program.

Fiscal Note: No direct fiscal impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Law Enforcement & Emergency Management Committee

10-8-13

Phil Ristow: 10-02-13

RESOLUTION NO. 2013-__

Approve County Conservation Aids Grant application

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

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

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

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

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

Fiscal Note: The County's 2014 state allocation is \$2,560. The County's match is force account labor to do the project. This year's project will be to start the woodland restoration at Korth Park, providing improved habitat for numerous plant and animal species.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

VACANT _____

Requested by
Parks Committee

10-08-13

Joe Nehmer and Phil Ristow: 09-18-13; 09-19-13; 09-20-13