

# AGENDA

## JEFFERSON COUNTY BOARD MEETING

Tuesday, December 10, 2013 7:00 p.m.

Jefferson County Courthouse  
311 S. Center Avenue, 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 OCTOBER 22, 2013 & NOVEMBER 12, 2013 COUNTY BOARD MINUTES**
  7. **COMMUNICATIONS**
    - a. Treasurer's Monthly Report (Addendum to Agenda)
    - b. Letter from Barb Frank, County Clerk, dated November 14, 2013 regarding special County Board meeting (Page 1)
    - c. Resolution - Recognition of outgoing County Board Supervisor – Rick Kuhlman (Addendum to Agenda)
    - d. Zoning Committee Notice of Public Hearing, December 19, 2013, 7:00 p.m. Rm 205 (Page 2-3)
  8. **PUBLIC COMMENT**
- COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
9. **PLANNING & ZONING COMMITTEE**
    - a. Report – Approval of Petitions (Page 4)
    - b. Ordinance – Amend Zoning Ordinance (Page 5-7)
  10. **ADMINISTRATION AND RULES COMMITTEE**
    - a. Resolution – Support legislation requiring a marriage officiant to be 18 years old and eliminating the requirement for letters of sponsorship (Page 8)
    - b. Resolution – Support legislation changing the method by which a municipality may collect razing costs (Page 9)
  11. **HIGHWAY COMMITTEE**
    - a. Resolution – Authorize Highway Department chip spreader purchase (Page 10)
    - b. Resolution – Authorize Highway Department shop truck service-body purchase (Page 11)
  12. **HUMAN RESOURCES COMMITTEE**
    - a. Resolution – Amending the Section 125b Plan of Jefferson County (Page 12)
    - b. Resolution – Creating a pool of Group Home Workers at Human Services (Page 13)

13. **HUMAN SERVICES BOARD**
  - a. Resolution – Authorizing execution of state human services contracts, consortium agreements and professional/care provider contracts (Page 14-19)
14. **INFRASTRUCTURE COMMITTEE**
  - a. Resolution – Authorize lease/space use agreements in Human Services buildings (Page 20)
15. **PARKS COMMITTEE**
  - a. Resolution – Acting on an offer from David A. Habeck, trustee, to purchase four acres adjacent to the Crawfish River (Page 21-29)
16. **APPOINTMENTS BY COUNTY ADMINISTRATOR**
  - a. Michael Opager, Watertown, WI, to the Historic Sites Preservation Commission (Page 30)
  - b. Rodney Laudenslager, Watertown, WI to the Sheriff's Civil Service Commission (Page 30)
17. **ANNOUNCEMENTS**
18. **ADJOURN**

**NEXT COUNTY BOARD MEETING  
JANUARY 14, 2014 7:00 P.M. ROOM 205**

# **JEFFERSON COUNTY CLERK**

**BARBARA A. FRANK**

311 S CENTER AVE ROOM 109

JEFFERSON WI 53549-1799

920-674-8630

Fax: 920-674-7368

E-mail: [barbf@jeffersoncountywi.gov](mailto:barbf@jeffersoncountywi.gov)

November 14, 2013

All Jefferson County Supervisors

Ben Wehmeier

Other Interested Parties

This letter shall serve as notice under Wisconsin Statute § 59.11(2)(a) that the Jefferson County Clerk's office has received a request from the majority of County Board Supervisors to hold a special meeting. The purpose of this meeting is to consider proposals for Main Highway Facility Construction Manager Services (and any other timely board business).

This meeting shall take place on **Tuesday, January 14, 2014, at 7:00 p.m.** in Room 205 of the Jefferson County Courthouse, 311 S. Center Ave, Jefferson, WI.

Sincerely,

Barbara A. Frank  
Jefferson County Clerk

**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:** December 19, 2013

**TIME:** 7:00 p.m.

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

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

**NOTICE IS HEREBY GIVEN** that the Jefferson County Planning and Zoning Committee will conduct a public hearing at 7 p.m. on Thursday, December 19, 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 EXCLUSIVE AGRICULTURAL A-1 TO A-3, AGRICULTURAL/RURAL  
RESIDENTIAL**

**R3690A-13 – Dane & Tammy Hartwig/Darryl & Donna Hartwig Property:** Rezone to create a one-acre lot at **W3912 CTH B** in the Town of Farmington, part of PIN 008-0715-1621-002 (29.5 Acres).

**R3691A-13 – Susan, Michael & Matthew Meracle:** Create a 3.7-acre farm consolidation lot around the buildings at **N3268 Hardscrabble Road** in the Town of Sullivan from part of PINs 026-0616-2522-002 (0.5 Acres) owned by Susan Meracle, and 026-0616-2521-001 (19.828 Acres) and 026-0616-2522-004 (9.68 Acres), both owned by Michael and Matthew Meracle.

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

**R3692A-13 & R3693A-13 – Scott & Sherry Schreiber:** Rezone to create a reconfigured 4-acre lot at **W2198 Piper Road** in the Town of Palmyra from part of PIN 024-0516-1944-001 (4 acres) currently zoned A-3, and PIN 024-0516-1944-002 (20 Acres) currently zoned A-1.

**CONDITIONAL USE PERMIT APPLICATIONS**

**CU1755-13 – Steven M Cline/Combined Enterprises LLC c/o Jellystone Park** Conditional use to allow campground expansion at **N357 Old 26 Rd** in the Town of Koshkonong, on PIN 016-0513-3621-001 (40.158 Acres). This petition is being reconsidered because the Planning and Zoning Committee postponed decision on it at its October 28, 2013 meeting to allow for entry and discussion of additional information.

**CU1764-13 – Zwolanek Trust:** Conditional use to allow an extensive on-site storage structure over the 15 foot height and 1,000 square foot limitations in an R-2 zone. The site is at **W7496 STH 106** in the Town of Sumner on PIN 028-0513-0113-001 ( 2 Acres).

**CU1765-13 – Lori Hoyt:** Conditional home occupation for production of natural, hand-made body care products at **N221 Cold Spring Road**, Town of Cold Spring. The property is in an A-3, Rural Residential zone on PIN 004-0515-3132-001 (4.095 Acres).

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 November 21, 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 R3678A-13, R3679A-13, R3680A-13,  
R3681A-13, R3682A-13, R3685A-13, R3686A-13, R3687A-13,  
R3688A-13, R3689A-13**

**DATED THIS TWENTY-FIFTH DAY OF NOVEMBER 2013**

**Donald Reese, Secretary**

**THE PRIOR MONTH'S AMENDMENTS, R3667A-13, R3668A-13, R3669A-13,  
R3670A-13, R3671A-13, R3672A-13, R3673A-13, R3675A-13, R3676A-13  
and R3677A-13, ARE EFFECTIVE UPON PASSAGE BY COUNTY BOARD,  
SUBJECT TO WIS. STATS. 59.69(5).**

Report from Planning & Zoning Committee

12-10-13

Deb Magritz: 12-03-13

**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 R3678A-13, R3679A-13, R3680A-13, R3681A-13, R3682A-13, R3685A-13, R3686A-13, R3687A-13, R3688A-13 and R3689A-13 were referred to the Jefferson County Planning and Zoning Committee for public hearing on November 21, 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 EXCLUSIVE AGRICULTURAL A-1 TO A-2, AGRICULTURAL & RURAL  
BUSINESS AND A-3, AGRICULTURAL/RURAL RESIDENTIAL**

Rezone 5.1 acres around the farm buildings at **N2792 Curtis Mill Road** for an agribusiness zone, and rezone 1 acre around the house at the same address to rural residential as a farm consolidation lot. The proposed lots are comprised of PINs 016-0614-3521-000 (28.5 acres) and 016-0614-3524-000 (39.8 acres) in the Town of Koshkonong. This action is conditioned upon receipt and recording of a final certified survey map for the farm consolidation 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. A conditional use permit for a custom farming, excavating and tiling business, pesticide application and seed and fertilizer sales will be issued upon approval of the agribusiness zone. (R3678A-13, R3679A-13 & CU1761-13 – Dennis Kutz)

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

Rezone 2.7 acres around the home at **N5008 STH 89** and also create a new 1-acre building site near the intersection of **STH 89 and Harvey Road** from PIN 002-0714-3141-000 (28.2 acres) in the Town of Aztalan. This utilizes the last available A-3 lot for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval by the Town of Aztalan, 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 the 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. (R3680A-13 – Gregg Heideman)

Rezone 3 acres around the home at **W2001 Ehrke Lane** and 4.7 acres around the home at **W2009 Ehrke Lane**. Both are farm consolidation lots to be created from PIN 012-0816-2931-000 (52.3 acres) in the Town of Ixonia. Rezoning is conditioned upon approval and recording of a final certified survey map. It is further conditioned upon road access approval for a new driveway off of the cul-de-sac to serve Lot Two, or for the final CSM showing the lot line splitting the existing driveway, thereby allowing it to serve both lots. If the former option is chosen, the final CSM shall not be signed until the driveway is installed. All structures existing on the 66-foot wide strip must be removed prior to signing of the map. 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. (R3681A-13 – Tom & Lisa Marks)

Rezone all of PIN 024-0516-2642-001 (3.608 acres) for a new residential building site on **Little Prairie Road** in the Town of Palmyra. This utilizes the only available A-3 zone for the property, and is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval by the Town of Palmyra and upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems for the property. 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. (R3682A-13 – Ron Marsh)

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

Create a 4.3-acre Natural Resource zone near **N9673 Turke Lane** from PIN 032-0815-0111-000 (46.491 acres) in the Town of Watertown. The lot cannot be transferred separately from surrounding lands without it meeting road access and frontage requirements. Rezoning is conditioned upon approval and recording of a final certified survey map including extraterritorial plat review if necessary. 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. This Natural Resource zone will be tied into an A-3 lot approval which is currently pending. (R3685A-13 – Nancy Hohensee)

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

Rezone 5 acres for a farm consolidation lot around the home at **N9098 Horseshoe Rd**; create a 2.5-acre Natural Resource zone adjacent to it. The property is in the Town of Watertown, on PIN 032-0814-1231-000 (62.078 acres). This action is conditioned upon approval and recording of a final certified survey map for the property, including extraterritorial plat review if necessary. 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. (R3686A-13 & R3687A-13 – Mary Horack)

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

Rezone 0.2 acre of PIN 002-0714-2911-000 (47.17 acres) owned by Eric Jorgensen & Cynthia Scheele from A-1 to A-3 to add it to adjoining A-3 zoned property. Rezone 1.4-acres of PIN 002-0714-2912-001 (2.3 acres) owned by Nancy J Jorgensen from A-3 to A-1 to add it to adjoining A-1 zoned property. The site is near **N5698 CTH Q** in the Town of Aztalan. Rezoning is conditioned upon recording of either a deed transfer document or final certified survey map for the change. 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. (R3688A-13 & R3689A-13 – Nancy Jorgensen)

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

VACANT \_\_\_\_\_

Requested by  
Planning and Zoning Committee

12-10-13

Deb Magritz: 12-3-13

**Item 10a**

**RESOLUTION NO. 2013-\_\_\_\_**

**Support legislation requiring a marriage officiant to be 18 years old  
and eliminating the requirement for letters of sponsorship**

WHEREAS, under current law no minimum age is required for a marriage officiant, and members of the clergy from out of state require a letter of sponsorship from a clergy member in this state in order to perform a marriage, and

WHEREAS, proposed legislation would clarify existing law concerning the minimum age of an officiant and ease the administration of marriage ceremonies for out of state clergy members, and

WHEREAS, the Administration & Rules Committee supports legislation to this effect,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors expresses its support for legislation requiring a person who officiates at a marriage to be at least 18 years of age, and eliminating the requirement for letter of sponsorship if the person officiating is a member of the clergy from out of state.

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

*Fiscal Note: No direct fiscal impact.*

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

VACANT \_\_\_\_\_

Requested by  
Administration & Rules Committee

12-10-13

Philip Ristow: 11-27-13; 12-04-13

**RESOLUTION NO. 2013-\_\_\_\_**

**Support legislation changing the method by which a municipality may collect razing costs**

WHEREAS, cities, towns or villages may issue orders to raze a dilapidated, dangerous or unsanitary building, and after the municipality incurs the cost of razing the building, the municipality may place said amount on the tax bill as a special tax, which if unpaid, is reimbursed by the County due to its designation as a special tax, and

WHEREAS, proposed legislation requires the cost of razing to be assessed and collected as a special charge rather than a special tax, which does not then require a county to pay a municipality's razing costs if not paid by the property owner, and

WHEREAS, the Administration & Rules Committee recommends supporting the proposed legislation,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors supports legislation changing the method by which a municipality may collect the costs of razing a building from designation as a special tax to designation as a special charge.

BE IT FURTHER RESOLVED that the Jefferson County Clerk be directed to forward a copy of this resolution to legislators representing Jefferson County and the Wisconsin Counties Association.

*Fiscal Note: No direct fiscal impact.*

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

VACANT \_\_\_\_\_

Requested by  
Administration & Rules

12-10-13

Philip Ristow: 11-27-13; 12-04-13

**Item 11a**

**RESOLUTION NO. 2013-\_\_\_\_\_**

**Authorize Highway Department chip spreader purchase**

WHEREAS, the Jefferson County Highway Department is updating highway maintenance and construction equipment, and

WHEREAS, bids were solicited for one (1) 2014 model variable-width chip spreader and such bids were received and opened on November 14, 2013, with the following results:

**Sign Truck Vendors**

**Company:** Aring Equipment, Deforest WI  
**Make & Model:** 2014 Etnyre 12-24 Chip Spreader  
**Total Bid:** \$240,540.00

**Company:** Bear Cat Manufacturing, Wickenburg AZ  
**Make & Model:** No Bid  
**Total Bid:** No Bid

**Company:** Roland Machinery Company, Deforest WI  
**Make & Model:** No Bid  
**Total Bid:** No Bid

AND WHEREAS, the Jefferson County Highway Committee has reviewed the bids and accepted the Highway Department staff recommendations based on the review of vehicle bids, specifications, vendor qualifications, and serviceability, and

WHEREAS, the chip spreader equipment is in limited supply with only a few manufacturers in North America and the Highway Department staff attempted to obtain bids from any available dealers,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Highway Department is authorized to purchase one (1) 2014 Etnyre 12-24 Chip Spreader from Aring Equipment in Deforest, Wisconsin, for a bid price of \$240,540.

*Fiscal Note: Money to come from the Highway Department Equipment Operations Cost Center 53241.*

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

Requested by Highway Committee

12-10-13

Bill Kern: 12-05-13

RESOLUTION NO. 2013-\_\_\_\_\_

**Authorize Highway Department shop truck service-body purchase**

WHEREAS, the Jefferson County Highway Department is updating shop and highway maintenance equipment, and

WHEREAS, bids were solicited for one (1) 2014 model shop service-body to replace the existing shop service truck and bids were received and opened on November 14, 2013, with the following results:

**Sign Truck Vendors**

**Company:** Casper’s Truck Equipment, Appleton WI  
**Make & Model:** 2014 Knapheide 6132DLR-44KJ  
**Total Bid:** \$59,170.00

**Company:** RBL, Grantsburg WI  
**Make & Model:** 2014 Maintainer MTS-1-084  
**Total Bid:** \$75,300.00

**Company:** Monroe Truck Equipment, Depere WI  
**Make & Model:** 2014 IMT DOM 1  
**Total Bid:** \$84,974.00

AND WHEREAS, the Jefferson County Highway Committee has reviewed the bid information and accepted the Highway Department staff recommendations based on the review of vehicle bids, specifications, vendor qualifications, and serviceability, and

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Highway Department is authorized to purchase one (1) 2014 Knapheide 6132DLR-44KJ service truck body from Casper’s Truck Equipment in Appleton, Wisconsin, for a bid price of \$59,170.

*Fiscal Note: Money to come from the Highway Department Equipment Operations Cost Center 53241.*

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

Requested by Highway Committee

12-10-13

Bill Kern: 12-05-13

**Amending the Section 125b Plan of Jefferson County**

WHEREAS, effective January 1, 2002, Jefferson County adopted and approved a flexible spending arrangement plan (FSA), known as the Section 125b Plan of Jefferson County, and

WHEREAS, an FSA allows an employee to set aside a portion of earnings to pay for qualified expenses, most commonly for medical expenses but often for dependent care or other expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in substantial payroll tax savings. One significant disadvantage to using an FSA is that funds not used by the end of the plan year are lost to the employee, known as the "use it or lose it" rule, and

WHEREAS, on October 31, 2013, the IRS released Notice 2013-71 that modifies the "use-or-lose" rule for Health Flexible Spending Accounts (FSA) under Section 125b Plans. IRS Notice 2013-71 specifically permits Section 125b plans to be amended to allow for up to \$500 of unused health FSA amounts remaining at the end of a plan year to be carried over and reimbursed to plan participants for qualified medical expenses incurred during the following plan year, and

WHEREAS, the Human Resources Committee finds it desirable and recommends to make this option available to all eligible County employees.

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Board of Supervisors hereby amends the current Section 125b Plan to allow up to \$500 of unused medical FSA amounts to be carried over into the following plan year. This revision is effective for the plan year beginning January 1, 2014, which provides the opportunity to carry over up to \$500 of unused amounts from the 2014 plan year into the 2015 plan year.

BE IT FURTHER RESOLVED that the Human Resources Director shall continue to act in the capacity of the plan administrator, and the County Administrator may execute amendments to such plan in order that the plan shall qualify within the provisions of Section 125 of the Internal Revenue Code of 1954, as amended.

*Fiscal Note: Under the "use-or-lose" feature, the County assumes a level of risk of loss similar to that of an employee. Although positive annual balances occur when employees have deductions greater than their reimbursements, negative annual balances may also occur when employees leave employment with reimbursed expenses that are greater than their contributions. For example, in the last five years, the following were the end-of-year balances in the plan: \$54.09 in 2008; \$3966.16 in 2009; (\$1686.53) in 2010; \$2152.71 in 2011; and (\$43.90) in 2012. The amount that will be eligible to be carried over, if the plan is amended, is, on average, 1.25% of the total amount elected by employees. The expected additional cost/reduction of savings in 2014 would be \$1,500.00.*

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

Requested by  
Human Resources Committee

12-10-13

Terri M. Palm-Kostroski: 11-27-13, 12-3-13  
Phil Ristow: 12-3-13

**RESOLUTION NO. 2013-\_\_\_\_\_**

**Resolution creating a pool of Group Home Workers at Human Services**

WHEREAS, the Lueder Haus group home is a 24/7 acute care facility for chronic mentally ill adults who are in immediate crisis but not in need of hospitalization, and

WHEREAS, the Lueder Haus currently is staffed with only 7 employees (1 full-time supervisor, 4 full-time group home workers and 2 part-time group home workers), and

WHEREAS, the Human Services Director and the Human Services Board request the creation of a pool of Group Home Workers, and

WHEREAS, a pool of Group Home Workers will provide trained staff necessary to cover vacancies which helps prevent emotional, mental and physical exhaustion of current staff frequently needed to work extra shifts, as well as limit overtime pay, and

WHEREAS, after due consideration, the Human Resources Committee recommends the creation of the pool positions proposed by the Human Services Director and Human Services Board.

NOW, THEREFORE, BE IT RESOLVED that the 2013 and 2014 County Budgets setting forth position allocations at Human Services be and is hereby amended to reflect the above change, to become effective upon passage of this resolution.

*Fiscal Note: No increase to tax-levy funding is necessary, as no additional hours are created.*

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

VACANT \_\_\_\_\_

Requested by  
Human Resources Committee

12-10-13

Terri M. Palm-Kostroski: 11-7-13

**Authorizing execution of state human services contracts, consortium agreements and professional/care provider contracts**

WHEREAS, the Jefferson County Human Services Department contracts with several different state agencies, consortiums and in excess of 100 professionals and care providers in fulfillment of its statutory duties, and

WHEREAS, the Social Services & Community Programs contracts with the Department of Health Services and the Department of Children and Families, and the Youth Aids Program contract with the Department of Corrections must be authorized by the County Board, and

WHEREAS, the Human Services Board recommends approval of the Social Services & Community Programs contracts with the Department of Health Services in the anticipated amount of \$2,986,286, the Department of Children and Families in the anticipated amount of \$1,024,566, the AAA Older American Programs in the anticipated amount of \$354,199, the Department of Transportation in the anticipated amount of \$181,805, the Department of Health Services Division of Long Term Care in the anticipated amount of \$499,756 with anticipated federal funds of \$394,787 for the Aging and Disability Resource Center Grant, Wisconsin Home Energy Assistance Program in the anticipated amount \$173,593, and the Youth Aids contract with the Department of Corrections in the anticipated amount of \$739,498, and

WHEREAS, the consortium agreement requires Board approval for the State/Federal Income Maintenance through Southern Consortium in the anticipated amount of \$1,038,267, and

WHEREAS, the Department contracts with numerous professional service providers and care providers, usually on an annual basis, as approved by the Human Services Board,

NOW, THEREFORE, BE IT RESOLVED that the Human Services Director or the Administrative Services Division Manager is authorized to execute the state contracts and consortium contract set forth above.

BE IT FURTHER RESOLVED that the Human Services Director or the Administrative Services Manager is authorized to sign addendums or revisions to said contracts during the course of the year as necessary.

BE IT FURTHER RESOLVED that the Director or Administrative Services Manager are authorized to sign all other contracts with state agencies, consortiums and pursuant to § 46.23(6m)(c), Stats., all professional services/care provider contracts as approved by the Human Services Board.

*Fiscal Note: The various contracts are in the amounts as set forth in the material provided with the agenda. State law requires County Board approval of the state contracts set forth above. The contracts have not been reproduced because they total in excess of 100 pages. The contracts are standard state forms which are not subject to negotiation by individual counties. The state human services association, WCHSA, does negotiate the basic agreements on behalf of the counties. The professional/care provider contract list for 2014 is attached.*

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

Requested by  
Human Services Board

12-10-13

Philip C. Ristow: 11-27-13; Joan Daniel: 12-04-13

# 2014 Provider Contracts (10/03/2013)

Contract Number	Provider	Service	TPA	Target	2013	2014	2013	2014	2013	2014
13- 100	ABA of Wisconsin	Counseling		Child	100.00 per hour	100.00 per hour			0.0%	20,000
13- 101.1	Abilities, Inc. - Apartments	Adult Alt Care		CMI	3,540.00 per month	3,540.00 per month			0.0%	42,480
13- 101.2	Abilities, Inc. - EMH Respite	EMH Respite		MH	various per day	various per day			0.0%	25,000
13- 101.3	Abilities, Inc. - Locust Corners AFH	Adult Alt Care		CMI	4,563.00 per month	4,563.00 per month			0.0%	54,756
13- 101.4	Abilities, Inc. - Stepping Stone CBRF	Adult Alt Care		CMI	3,500.00 per month	3,500.00 per month			0.0%	42,000
13- 101.5	Abilities, Inc. - Shady Acres CBRF	Adult Alt Care		CMI	4,500.00 per month	4,500.00 per month			0.0%	54,000
13- 101.6	Abilities, Inc. - SHC	Supportive Home Care		CMI	20.40 per hour	20.40 per hour			0.0%	41,473
13- 101.7	Abilities, Inc. - Willow Way	Adult Alt Care		CMI	3,500-5,000 per month	3,500-5,000 per month			0.0%	42,000
13- 102	Alcocare - Primary	Halfway House		AODA	130.00 per day	130.00 per day			0.0%	13,000
13- 102	Alcocare - Secondary	Halfway House		AODA	70.00 per day	70.00 per day			0.0%	7,000
13- 103	Alere Toxicology	Urine Screens		various	38.50 per day	38.50 per screen			0.0%	11,550
13- 104	Allied Counseling Services	Psychological		MH	86.35 per hour	86.35 per hour			0.0%	60,000
13- 105	ANU Family Based Services - Respite	Respite		Child	91.15 per day	91.15 per day			0.0%	51,135
13- 106	Beau Soleil, MD's	Psychiatric		MH	134.21 per hour	134.21 per hour			0.0%	28,000
13- 107	Beginnings Group Home (Respite)	Child Respite		Child	139.00 per day	139.00 per day			0.0%	13,900
13- 107	Beginnings Group Home*	Child Alt Care		Child	194.90 per day	194.90 per day			0.0%	60,000
13- 108	Bell, Robert M.	Guardianship		Adult	158.00 per month	158.00 per month			0.0%	1,896
13- 109	Berney, Kent, PhD	Psychological		MH	100.00 per hour	100.00 per hour			0.0%	24,000
13- 110	Bilingual Training Consultants	Interpreter		n/a	25.00 per hour	25.00 per hour			0.0%	1,400
13- 111	Bommakanti, Chandralekha, MD	Psychiatric		MH	134.21 per hour	134.21 per hour			0.0%	2,300
13- 112	Bourne, Amy, MD	Psychiatric		MH	134.21 per hour	134.21 per hour			0.0%	3,100
13- 113	Brown Cab	Nutrition Rides		Eld	0.75 per trip	0.75 per trip			0.0%	250
13- 114	C.E.S.A. 2 (RENT)	Space Charges received		n/a	1,613.00 per quarter	1,613.00 per quarter			0.0%	-6,452
13- 115	Camacho, Paul	Interpreter		n/a	20.81 per hour	20.81 per hour			0.0%	2,700
13- 116	Cambridge Counseling Clinic	Spec Couns		MH	57.22 per hour	57.22 per hour			0.0%	2,900
13- 117	Camp Matz - Bethesda-no longer acceptin	Respite Care		Child	425.00 per session	425.00 per session			0.0%	425
13- 118	Center for Communication, Hearing and Deafness	Services as Specifically Authorized		PD	various per contract	various per contract			#DIV/0!	n/a
13- 119	Children's Service Society of Wisconsin	Respite Care/Alt Care		Child	75.00 per day	75.00 per day			0.0%	n/a
13- 120	City of Waterloo	Nutrition Site Manager		Eld	18.33 per day	18.33 per hour			0.0%	9,532
13- 121	Clinical Psychology Associates	Psychological		Child	160.00 per hour	160.00 per hour			0.0%	1,500
13- 122	Community Care Resources*	Respite Care		Child	100-128.5 per day	100-128.5 per day			0.0%	4,362
13- 122	Community Care Resources*	Child Alt Care		Child	2500-4100 per month	2500-4100 per month			0.0%	524,208
13- 123	Connections Counseling	Counseling		various	per hour	per hour			#DIV/0!	17,500
13- 124	Copper's Care, LLC	Child Alt Care		MI	8,881.00 per month	8,881.00 per month			0.0%	106,572
13- 125	Country Nurses, Inc.	In-Home Supports		Adult	21.75-23.75 per hour	21.75-23.75 per hour			#DIV/0!	n/a

# 2014 Provider Contracts (10/03/2013)

Contract Number	Provider	Service	TPA	Target	2013	2014	2014	2014	2014	2014
13-126	Cox AFH (Regina)	Respite Care		Child	10.00-12.00 per hour	10.00-12.00 per hour	0.0%	1,850		
13-127	Creative Community Living Services, Inc.	Daily Living Skills		DD	32.05-37.50 per hour	32.05-37.50 per hour	#DIV/0!	10,508		
13-128	Crossing Bridges, LLC	Adult Alternate Care		MH	7,000.00 per month	7,000.00 per month	0.0%	76,759		
13-129	Crossroads Counseling Center Inc.	Counseling		Child	85.00 per hour	85.00 per hour	#DIV/0!	2,500		
13-130	Dane County DHS**	Emerg Detention		MH	135.00 per hour	135.00 per hour	0.0%	n/a		
13-131	Daniel's Sentry Foods	Medical Supplies		Child	300.00 per month	300.00 per month	0.0%	3,600		
13-132	Dave, Indu, MD	Psychiatric		MH	134.21 per hour	134.21 per hour	0.0%	1,450		
13-133	Dennis J. Adsit Construction, LLC	Home Modification	COP	Child	16,166.32 per session	16,166.32 per modificat	#DIV/0!	16,166.32		
13-134	Dodge County HSD**	Non-Secure Det		Child	134.54 per day	134.54 per day	0.0%	n/a		
13-135	Draeger, Michael & Misty	Respite		Child	45.00 per night	45.00 per night	#DIV/0!	5,000		
13-136	Eagle View Manor	Adult Alternate Care		Eld	100.00 per day	100.00 per day	#DIV/0!	n/a		
13-137	Easter Seals (Corp Guardian)	Corp Guardian		various	31.00-270.00 per month	31.00-270.00 per month	0.0%	n/a		
13-138	Edwards Foster Care (Gloria)	Respite Care		DD	45.00 per day	45.00 per day	n/a	4,950		
13-139	Energy Services, Inc (Pass-thru)- fiscal yr	LIHEAP program		n/a	actual cost per n/a	actual cost per n/a	0.0%	n/a		
13-140	Family Res Assoc - Juvenile Counsel	Counseling		MH	55.55 per hour	55.55 per hour	0.0%	n/a		
13-141	Family Resources Assoc - PSYC	Psychological		MH	86.35 per hour	86.35 per hour	0.0%	n/a		
13-142	Family Works*	Child Alt Care		Child	1945-2045 per month	1945-2045 per month	#DIV/0!	62,000		
13-143	Family Youth Interaction	Daily Living Skills		SED	25.95-29.50 per Hour	25.95-29.50 per Hour	0.0%	n/a		
13-144	Feil's Catering	Elderly Nutrition Program		Eld	3.70 per day	3.70 per meal	0.0%	123,944		
13-145	Fond du Lac County Human Services**	Inpatient Services		MH	799.00 per day	799.00 per day	0.0%	85,000		
13-146	Genesis Behavior Service	AODA Detox Service		Adult	325.00 per day	325.00 per day	0.0%	n/a		
13-147	Goshen Children Home*	Child Alt Care/Respite		Child	194.90 per day	194.90 per day	0.0%	488,057		
13-148	Grassroots Empowerment Project	Peer Support		CSS/CSP	15.00 per day	15.00 per hour	0.0%	n/a		
13-149	Haggert, Mel, MD	Staff Doctor		MH	150.06 per hour	150.06 per hour	0.0%	n/a		
13-151	Homeward Bound Home Health	Supportive Home Care		Child	17.00 per hour	17.00 per hour	0.0%	22,100		
13-152	Hope & A Future	Therapy		Child	116.00 per month	116.00 per month	0.0%	1,392		
13-153	Hope Haven CBRF	Halfway House		AODA	2,100.00 per n/a	2,100.00 per n/a	0.0%	n/a		
13-154	Hopeful Haven, Inc. - Respite	Respite Care		Child	125.00 per day	125.00 per day	0.0%	10,625		
13-154	Hopeful Haven, Inc.*	Child Alt Care		Child	2,600-4,550 per month	2,600-4,550 per month	0.0%	310,000		
13-155	HUGS (Robin Stearns)	Corp Guardian		various	31.00-270.00 per month	31.00-270.00 per month	0.0%	n/a		
13-156	JCYS Camp Red Leaf	Respite		Child	550.00 per session	550.00 per session	#DIV/0!	550		
13-157.1	Jefferson County Health Dept	CSP Nursing		MH	actual cost per n/a	actual cost per n/a	0.0%	n/a		
13-157.2	Jefferson County Health Dept	Space Charges		n/a	-76,651.00 per year	-76,651.00 per year	0.0%	-76,651		
13-157.3	Jefferson County Health Dept	Supportive Home Care		n/a	60,000.00 per year	60,000.00 per year	0.0%	60,000		
13-158	Jefferson, City of	Nutrition Rent		Eld	25.00 per month	25.00 per month	0.0%	300		
13-159	Jennifer Stamm OTR, LLC	Daily Living Skills		DD	70.47 per day	70.47 per session	#DIV/0!	1,198		

# 2014 Provider Contracts (10/03/2013)

Contract Number	Provider	Service	TPA	Target	2013		2014			
13- 160	Just Like Home - no one placed	Adult Alt Care		MH	3,059.00	per month	3,059.00	per month	0.0%	36,708
13- 161	KCC Fiscal Agent Services	Fiscal Agent		DD	various	per check	various	per check	0.0%	n/a
13- 162	Lad Lake	Respite Care		Child	37.00	per hour	37.00	per hour	0.0%	35,000
13- 163	Lake Mills Independent Living	Supervised Apt.		CMI	1,350.00	per month	1,350.00	per month	0.0%	16,200
13- 164	Lake Mills, City of	Nutrition Rent		Eld	50.00	per month	50.00	per month	0.0%	600
13- 165	Lavigne's Bus Lines	Transportation		various	various	per trip	various	per trip	0.0%	n/a
13- 166	Longview Home for Boys LLC	Child Alt Care		Child	188.06	per day	188.06	per day	#DIV/0!	47,391
13- 167	Luchetta, Tracy	Psychological		Child	86.35	per hour	86.35	per hour	#DIV/0!	5,000
13- 168.1	Lutheran Social Services	Child Respite		Child	77.25-81.60	per day	77.25-81.60	per day	0.0%	14,800
13- 168.2	Lutheran Social Services	Functional Family Therapy		various	50,000.00	per year	75,000.00	per year	0.0%	75,000
13- 168.3	Lutheran Social Services*	Child Alt Care		Child	2259.70-3,399	per month	2259.70-3,399	per month	0.0%	120,000
13- 170	Manitowoc County Human Services	Early Intervention		Child	20.59	per unit	20.59	per unit	0.0%	-3,295
13- 171	Marsh Country Health Alliance (Clearview	Placement Holding		MH	96,000.00	per year	96,000.00	per year	0.0%	96,000
13- 172	Meriter Hospital, Inc.	IP Psyc Hosp		MH	U&C	per n/a	U&C	per n/a	0.0%	n/a
13- 173	Norris Adolescent Center*	Child Alt Care		Child	194.9-306.80	per day	194.9-306.80	per day	#DIV/0!	89,500
13- 174	Northwest Counseling & Guidance Clinic	Counseling & Guidance		Child	175.00	per day	175.00	per unit	0.0%	5,000
13- 175	Northwest Passage*	Child Alt Care		MH	306.80	per hour	306.80	per day	0.0%	20,000
13	O'Brien & Associates	Fraud Investigations		Child	350.00	per case	350.00	per case	0.0%	13,591
13- 176	Oconomowoc Dev Trng Cnt*	Child Alt Care/Respite		Child	170-340	per day	170-340	per day	#DIV/0!	56,820
13- 177.1	Opportunities, Inc.	Corp Guardian		various	31.00-270.00	per month	31.00-270.00	per month	0.0%	72,850
13- 177.2	Opportunities, Inc.	WDC Space		n/a	1,553.30	per month	1,553.30	per month	0.0%	-18,640
13- 177.3	Opportunities, Inc.	Project JOIN		Child	114,396.00	per year	114,396.00	per year	0.0%	114,396
13- 178	Oregon Mental Health	Psychological		SED	70.00	per Hour	70.00	per Hour	0.0%	15,200
13- 179	Orion Family Services	Counseling		various	70.00	per hour	70.00	per hour	#DIV/0!	40,000
13- 180	P.A.D.A.	Intervention		Adults	50,000.00	per year	50,000.00	per year	0.0%	50,000
13- 181	Paragon	Respite/SHC		SED/DD	15.00-41.09	per Hour	15.00-41.09	per Hour	#DIV/0!	59,100
13- 181	Paragon	Transportation		SED/DD	13.75-24.00	per trip	13.75-24.00	per trip	#DIV/0!	4,000
13- 181	Paragon	Daily Living Skills		SED/DD	17.00	per hour	17.00	per hour	0.0%	300
13- 182	Pine Valley Residential	Independent Living		MH	5,368.50	per month	5,368.50	per month	0.0%	64,422
13- 183	Plum, Henry	Legal Assistance		Child	200.00	per hour	200.00	per hour	0.0%	150,000
13- 184	Portage Co. Detention Center**	Juv Detention		Child	150.00	per day	150.00	per day	0.0%	n/a
13- 185	Rehab Resources, Inc.	B-3 Other		DD	8.08	per 1/4 hr	8.08	per 1/4 hr	0.0%	n/a
13- 185	Rehab Resources, Inc.	B-3 Therapy		DD	U&C	per unit	U&C	per unit	0.0%	n/a
13- 186	Relaxation on the Go	Massage Therapy		Child	55.00	per hour	55.00	per Hour	0.0%	2,600
13- 187	Resonating Change Inc.	AODA Therapy		various	75-170	per hour	75-170	per hour	#DIV/0!	17,500
13- 188	Rethink Autism	Daily Living Skills		MH	69.00	per month	69.00	per month	0.0%	828
13- 189	River City Psychological	Psychological		MH	86.35	per hour	86.35	per hour	0.0%	16,420

# 2014 Provider Contracts (10/03/2013)

Contract Number	Provider	Service	TPA	Target	2013		2014			
13- 190	Robin Bouton	Peer Support/DLS		Child	15.00	per hour	15.00	per hour	0.0%	n/a
13- 191	Rock County Human Services**	Secure Juv Det		Child	165.00	per day	165.00	per day	0.0%	34,000
13- 192	Rogers Memorial Hospital**	IP Psyc Hosp		MH	1,055.00	per day	1,055.00	per day	0.0%	n/a
13- 193	Safe Babies Healthy Families	Prevention		Child	n/a	per hour	n/a	per hour	#DIV/0!	25,000
13- 194	Sandy Schwartz Consulting LLC	Consulting wraparound		Child	20.00	per hour	20.00	per hour	0.0%	12,000
13- 195	Schroedl Foster Home	Respite Care		Child	45.00	per day	45.00	per day	0.0%	1,980
13- 196	Sherman Consulting	STOP		Child	80.00	per session	80.00	per session	#DIV/0!	3,000
13- 197	Smiles, Inc.	Daily Living Skills		PD	20.00	per Hour	20.00	per Hour	0.0%	500
13- 198	Society's Assets, Inc.	he Modification Assessments		child	350.20	per unit	350.20	per unit	#DIV/0!	350
13- 199	State of Wisconsin - DWD space rental	Space Charges		n/a	-1,398.56	per month	-1,398.56	per month	0.0%	-16,783
13- 199	St. Aemilian-Lakeside*	Child Alt Care		CCS	306.80	per day	306.80	per day	0.0%	111,982
13- 200	St. Agnes Hospital	Inpatient Services		MH	1,221.00	per day	1,221.00	per day	0.0%	n/a
13- 201	St. Luke's Church	Nutrition Rent		Eld	50.00	per month	50.00	per month	0.0%	600
13- 202	St. Mary's Hospital	IP Psyc Hosp		MH	U&C	per n/a	U&C	per n/a	0.0%	n/a
13- 203	Stoughton Hospital	IP Psyc Hosp		MH	U&C	per n/a	U&C	per n/a	0.0%	n/a
13- 204	Stress Management & Mental Health	Psychiatric		MH	134.21	per hour	134.21	per hour	0.0%	22,400
13- 205	Taylor Psychiatric Services-Taylor, Leslie I	Psychiatric		MH	134.21	per hour	134.21	per hour	0.0%	n/a
13- 206	Tellurian, Inc. - Med Detox - ARP	Detoxification		AODA	294.00	per day	294.00	per day	0.0%	10,000
13- 206	Tellurian, Inc. - Med Detox - Dane	Detoxification		AODA	410.00	per day	410.00	per day	0.0%	25,500
13- 207	Thakor, Sheila, MD	Psychiatric		MH	134.21	per hour	134.21	per hour	0.0%	22,400
13- 208	The Drug Store	Special Medical Supply		Child	52.00	per box	52.00	per box	0.0%	104
13- 209	The Manor Adult Family Home	Adult Alt Care		Adult	3,000.00	per month	3,000.00	per month	0.0%	36,000
13- 210	The Vision Therapy Center, Inc.	Vision Therapy		Child	1,627.00	per year	1,627.00	per year	0.0%	1,627
13- 211	Three Gaits, Inc.	Daily Living Skills		MH	330.00	per session	330.00	per session	0.0%	n/a
13- 213	Trempealeau County Health Care Center	Adult Alternate Care		MH	242.62-280.00	per day	242.62-280.00	per day	#DIV/0!	138,556
13- 214	Turner, Liz	Service Facilitator		MH	30.00	per hour	30.00	per hour	0.0%	1,560
13- 214	Turner, Liz	Therapeutic Resources		MH	53.06	per hour	53.06	per hour	0.0%	13,500
13- 215	University Health Care, Inc.	Inpatient Services		MH	various	per day	various	per day	0.0%	n/a
13- 216	Washington Co DSS - Shelter Care**	Non-Secure Det		Child	131.00	per day	131.00	per day	0.0%	n/a
13- 217	Washington Co Sheriff - Detention**	Secure Juv Det		Child	115.00	per day	115.00	per day	0.0%	n/a
13- 218	Watertown Health Department	In-Home Visits		Child	2,778.00	per year	2,778.00	per year	0.0%	2,778
13- 219	Waukesha County Secure Detention**	Secure Juv Det		Child	125.00	per day	125.00	per day	0.0%	n/a
13- 220	Wellington Meadows	Adult Alt Care		Adult	2,307.00	per month	2,307.00	per month	0.0%	27,684
13- 221	Wheaton Fransican Healthcare	Inpatient Services		MH	750.00	per day	750.00	per day	0.0%	49,500
13- 222	Whitney Lodge II	EMH Respite		MH	100.00	per day	100.00	per day	0.0%	10,000
13- 223	Willow Winds Living, LLC	Adult Alt Care		Adult	3000-3400	per month	3000-3400	per month	#DIV/0!	72,000

# 2014 Provider Contracts (10/03/2013)

Contract Number	Provider	Service	TPA	Target	2013		2014				
<b>Contracts with Jefferson County for Services-No Cost to us.</b>											
	Care Wisconsin	various		Adult	various	per service	various	per service	#DIV/0!	n/a	
	ContinuUs	various		Adult	various	per service	various	per service	#DIV/0!	n/a	
	*State rates for 2013										
	**Rates not established for 2014 yet.										

Item 14a

RESOLUTION NO. 2013-\_\_\_\_\_

Authorize lease/space use agreements in Human Services buildings

WHEREAS, the Infrastructure Committee has reviewed the Jefferson County Human Services Department's rental and space use agreements proposed for 2014, and recommends the following:

	<u>Total annual rent</u>
<u>Workforce Development building:</u>	
Opportunities, Inc.	\$ 18,917.62
State Department of Administration	\$ 17,615.20
 <u>Hillside:</u>	
C.E.S.A. 2 (Headstart)	\$ 6,452.00

AND, WHEREAS the State Department of Administration proposes a 2% per year increase commencing January 1, 2015, and each successive year the agreement is renewed, and

WHEREAS, it is desirable to renew the lease/space use agreements on the terms set forth above,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Human Services Director is authorized to enter into lease/space use agreements as set forth above, including annual renewals with the State Department of Administration with a 2% increase per year commencing 2015.

*Fiscal Note: These annual rates are the same as 2013's rates and are reflected in the 2014 budget.*

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSTAIN \_\_\_\_\_

ABSENT \_\_\_\_\_

VACANT \_\_\_\_\_

Requested by  
Infrastructure Committee

12-10-13

Philip Ristow: 11-27-13; 12-04-13

**RESOLUTION NO. 2013-\_\_\_\_\_**

**Resolution acting on an offer from David A. Habeck, trustee, to purchase four acres adjacent to the Crawfish River**

WHEREAS, the Wisconsin Department of Transportation offered Jefferson County 17.5 acres of surplus DOT land south of Highway 18 on the west bank of the Crawfish River for \$56,000, and

WHEREAS, members of the public came forward to volunteer to raise the funds for such purchase and participate in cleanup activities on the property if it is purchased, and

WHEREAS, the Board adopted Resolution No. 2013-66 authorizing purchase of the land if the funds were donated to the County prior to January 1, 2014, and the County could obtain access to the land for maintenance purposes, and

WHEREAS, the DOT has approved access over the adjacent DOT bike trail property currently managed by Jefferson County and the public fundraising campaign is now in progress which has been described as having a high probability of success, and

WHEREAS, the County has received an Offer to Purchase from David Habeck (as trustee of the David A. Habeck Revocable Living Trust) for the southern four acres of the 17.5 acre parcel which is adjacent to his farm which Offer requires a decision to accept or reject it by December 17, 2013, and

WHEREAS, the Parks Committee has reviewed the Offer and notes that the four acres is a highly desirable wooded area and the fundraising campaign is still in progress and recommends nonacceptance of the Offer at this time, allowing the public volunteers to finish their efforts to raise the funds to purchase the entire property,

NOW, THEREFORE, BE IT RESOLVED that the Board not accept the Offer of David Habeck as trustee of the David A. Habeck Revocable Living Trust dated November 26, 2013.

*Fiscal Note: No fiscal impact.*

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

Requested by  
Parks Committee

12-10-13

Phil Ristow: 12-05-13

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 **Attorney** DRAFTING THIS OFFER ON 11/25/13 [DATE] IS ~~(AGENT OF SELLER)~~ (AGENT OF BUYER) ~~(DUAL AGENT)~~ STRIKE TWO

2 **GENERAL PROVISIONS** The Buyer, David A Habeck as trustee of the David A Habeck Revocable Living Trust  
3 offers to purchase the Property known as [Street Address] 4+ acres - see rider

4 \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_  
5 Wisconsin, (insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ PURCHASE PRICE: Fifty-six thousand and 00/100  
7 \_\_\_\_\_ Dollars (\$ 56,000.00 )

8 ■ EARNEST MONEY of \$ 10,000.00 accompanies this Offer and earnest money of \$ \_\_\_\_\_  
9 will be paid within \_\_\_\_\_ days of acceptance.

10 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

11 ■ ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of  
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,  
13 and the following additional items: N/A

14 ■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE: N/A

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part  
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items  
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden  
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ ZONING: Seller represents that the Property is zoned \_\_\_\_\_

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on  
21 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider  
22 whether short term deadlines running from acceptance Provide adequate time for both binding acceptance and performance.

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or  
24 before December 17, 2013 . CAUTION: This Offer maybe withdrawn prior to delivery of the accepted Offer.

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices  
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with  
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),  
29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): Phil Ristow

31 Seller's delivery address: 311 S Center Avenue, Jefferson, WI 53549

32 Buyer's recipient for delivery (optional): Miller Law Office

33 Buyer's delivery address: P.O. Box 417, Jefferson, WI 53549

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: ( 920 ) 674-2336 Seller: ( 920 ) 674-7399

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines  
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement  
39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

40 ~~LEASED PROPERTY~~ If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said  
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~  
42 lease(s), if any, are xxx

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or within Jefferson  
44 County no later than January 31, 2013 unless another date or place is agreed to in writing.

45 ~~CLOSING PRORATIONS~~ The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,  
46 property owner's association assessments, fuel and xxx

47 xxx Any income, taxes or expenses shall accrue to Seller and be prorated through the day prior to closing.  
48 Net general real estate taxes shall be prorated based on: (the net general real estate taxes for the current year; if known; otherwise on  
49 the net general real estate taxes for the preceding year) xxx

50 xxx ~~STRIKE AND COMPLETE AS APPLICABLE~~

51 ~~CAUTION~~ If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending  
52 reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration xxx

53 **PROPERTY CONDITION PROVISIONS**

54 ■ PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice  
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition  
56 Report dated xxx which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer  
57 by reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and see rider

58 \_\_\_\_\_ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

59 A "condition affecting the Property or transaction" is defined as follows:

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property

61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to

68 gasoline and heating oil which are currently or which were previously located on the Property; *NOTE: Wis. Adm. Code, Chapter*

69 *Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.*

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation

73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal

75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited

79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or

80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or

84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges, that any land dimensions, total square footage/acreage figures,

86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other

87 reasons, unless verified by survey or other means. *CAUTION: Buyer should verify land dimensions, total square footage/acreage*

88 *figures or allocation of acreage information if material to Buyer's decision to purchase.*

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than the

90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning

91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should

92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special

93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need

94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies

95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in

96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed

97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections

99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection

100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original

101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation

102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,

103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory

106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or

107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose

108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of

109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests

110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall

112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for

113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or

115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior

116 to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair

117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall

118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this

119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards

120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a

121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal

123 shares where one or both of the properties is used and occupied for farming or grazing purposes. *CAUTION: Consider an agreement*

124 *addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.*

125 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated

126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered

127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt

128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving

129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

130 The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36).

131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies

132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 **PROPERTY ADDRESS:** 4+ acres - see rider [page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)  
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: **None**  
136 \_\_\_\_\_ . If "Time is of the Essence"

137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does  
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines  
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal  
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries  
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are  
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the  
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148-162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**  
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_  
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this  
150 Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
151 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_.  
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private  
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed  
154 \_\_\_\_\_ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing  
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted  
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain  
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

159  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall  
160 be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum  
161 interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted  
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and  
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other  
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan  
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall  
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**  
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**  
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller  
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an  
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies  
174 of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then  
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this  
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall  
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness  
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** Rider \_\_\_\_\_  
180 \_\_\_\_\_  
181 \_\_\_\_\_  
182 \_\_\_\_\_  
183 \_\_\_\_\_  
184 \_\_\_\_\_  
185 \_\_\_\_\_  
186 \_\_\_\_\_  
187 \_\_\_\_\_

188  **ADDENDA:** The attached Rider \_\_\_\_\_ is/are made part of this Offer.

189 **TITLE EVIDENCE**

190  **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other  
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and  
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
193 restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_

194 \_\_\_\_\_  
195 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title  
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**  
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence  
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business  
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be  
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**  
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**  
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.** /see rider

207 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by  
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and  
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer  
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended  
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does  
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be  
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**  
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-  
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,  
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street  
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

219 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
 220 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of  
 221 the Parties to this Offer and their successors in interest.

## 222 **DEFAULT**

223 Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A  
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or  
 225 other legal remedies.

226 If Buyer defaults, Seller may: see rider

227 -- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or --

228 -- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return  
 229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may: see rider

231 -- (1) sue for specific performance; or --

232 -- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In Addition, the Parties may seek any other remedies available in law or equity.

234 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
 235 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of  
 236 the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes  
 237 covered by the arbitration agreement.

238 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ  
 239 THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT  
 240 ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR  
 241 HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

242 **EARNEST MONEY** see rider

/Miller Law Office

243 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent  
 244 if Property is not listed or seller if no broker is involved); until applied to purchase price or otherwise disbursed as provided in the Offer.  
 245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance  
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest  
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer  
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has  
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by  
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the  
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.  
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the  
 256 earnest money any costs and reasonable attorneys' fees; not to exceed \$250, prior to disbursement.

257 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this  
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)  
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's  
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over  
 261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.  
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties  
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or  
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. NOTE:  
 265 WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS  
 266 OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.  
 267 AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.

268 **PROPERTY ADDRESS: 4+ acres - see rider** [page 5 of 5, WB-13]  
269 **OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF**  
270 **MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.**

271  **PROPOSED USE CONTINGENCY:** Buyer is purchasing the property for the purpose of: \_\_\_\_\_  
272 \_\_\_\_\_ . This Offer is contingent upon Buyer obtaining the following:

273  Written evidence at (Buyer's) (Seller's) **[STRIKE ONE]** expense from a qualified soils expert that the Property is free of any subsoil  
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275  Written evidence at (Buyer's) (Seller's) **[STRIKE ONE]** expense from a certified soils tester or other qualified expert that indicates that  
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private  
277 septic system for: \_\_\_\_\_ [insert proposed use of Property; e.g., three  
278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved  
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting  
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281  Copies at (Buyer's) (Seller's) **[STRIKE ONE]** expense of all public and private easements, covenants and restrictions affecting the  
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase  
283 the costs of the proposed use or development identified at lines 271 to 272.

284  Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance  
285 of such permits, approvals and licenses at (Buyer's) (Sellers) **[STRIKE ONE]** expense for the following items related to the proposed  
286 development \_\_\_\_\_

287  Written evidence at (Buyer's) (Seller's) **[STRIKE ONE]** expense that the following utility connections are located as follows ( e.g.,  
288 on the Property, at the lot line across the street, etc.): electricity \_\_\_\_\_; gas \_\_\_\_\_; sewer  
289 \_\_\_\_\_; water \_\_\_\_\_; telephone \_\_\_\_\_; other \_\_\_\_\_

290 This proposed use contingency shall be deemed satisfied unless Buyer within \_\_\_\_\_ days of acceptance delivers  
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each  
292 specific item included in Buyer's notice cannot be satisfied.

293  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** a map of the Property prepared  
294 by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Sellers) **[STRIKE ONE]** expense. The map shall identify the legal  
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
296 if any, and: \_\_\_\_\_

297 \_\_\_\_\_ **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features  
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying  
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**  
300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially  
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier  
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy  
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304  **INSPECTION CONTINGENCY:** This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at  
305 Buyers expense, of the Property and \_\_\_\_\_  
306 \_\_\_\_\_ which discloses no defects as defined below. This contingency shall be deemed satisfied  
307 unless Buyer within \_\_\_\_\_ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's  
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and  
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**  
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to  
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect  
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the  
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include  
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 11/25/13 [date] by [Licensee and Firm] \_\_\_\_\_ **Miller Law Office**

316 (X)  \_\_\_\_\_ 11/26/13  
317 Buyer's Signature ▲ Print Name Here: ► **David A Haback, trustee** Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

318 (X) \_\_\_\_\_  
319 Buyer's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

320 **EARNEST MONEY RECEIPT** \_\_\_\_\_ acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)  
321 \_\_\_\_\_ (By) \_\_\_\_\_

322 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND**  
323 **THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH**  
324 **HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

325 (X) \_\_\_\_\_  
326 Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

327 (X) \_\_\_\_\_  
328 Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

329 This Offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

330 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter]  
331 Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_ Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

## RIDER TO OFFER TO PURCHASE

### DESCRIPTION OF PREMISES INCLUDED IN THIS OFFER:

Part of Government Lot 4 and 5 of Fractional N.W.1/4 and Part of the S.W.1/4 of said Fractional N.W.1/4 Section 10, Township 6 North, Range 14 East, Town of Jefferson, Jefferson County, Wisconsin, to-wit: Commencing at the berntsen aluminum monument of record found marking the NW corner of said Section 10 thence S.01°37'54"E., (referenced to true North) 72.70 feet; thence S.87°11'13"E., 1107.86 feet; thence S.01°37'54"E., 50.15 feet; thence continue S.01°37'54"E., 1171.22 feet to the point of beginning of this description; thence S.88°45'54"E., 271.96 feet to a meander line point; thence continue S.88°45'54"E., 92 feet more or less to the waters edge of the Crawfish River; thence N.88°45'54"W., 92 feet more or less back to the previously described meander line point; thence S.42°43'04"E. along a meander line for this description running along the westerly bank of the Crawfish River, 309.53 feet to a meander point; thence S.49°31'24"E., along said meander line 484.06 feet to the point of ending of this meander line; thence N.10°01'E., 20 feet more or less to the water's edge of the Crawfish River; thence S.10°01'W., 20 feet more or less to the previously described point of ending of said meander line; thence continue S.10°01'W., 139.26 feet; thence N.78°11'50"W., 374.95 feet; thence N.45°31'18"W., 70.82 feet; thence N.01°02'51"E., 192.40 feet; thence N.86°57'42"W., 176.75 feet; thence N.02°30'14"W., 286.04 feet; thence N.88°45'54"W., 221.09 feet more or less to an extension of the point of beginning. Thence N.01°37'54"W., to the point of beginning. (See attached highlighted map hereby attached and made a part hereof)

**NOTE:** This parcel is created for adjacent owner and may not be sold as a separate parcel or used as a separate building site unless brought to full compliance with all applicable zoning and subdivision ordinances.

### **This offer is conditioned on the following:**

1. Seller represents that this property is not listed with a real estate Broker and Buyer represents that they have not negotiated with a broker regarding this property.

2. This is a cash offer and financing is not a condition to purchase.

3. When the Jefferson County Board approves this offer to purchase in writing, Buyer will deposit additional \$10,000.00 earnest money with Miller Law Office Trust Account. If said approval cannot be given by December 31, 2014, this offer shall be null and void at Buyer's option, and all earnest money paid herein shall be returned to Buyer.

4. Seller conditions acceptance of this offer upon acquisition of this property and the adjoining land to the North from the Wisconsin DOT. If said acquisition is not completed by January 31, 2014, this offer shall be null and void at Buyer's option, and all earnest money paid herein shall be returned to Buyer.

5. This parcel is created for a sale of land between adjacent owners and may not be sold as a separate parcel or used as a separate building site unless brought into full compliance with all applicable zoning and subdivision regulations. Buyer is making this purchase under these terms relying on Buyer's ability to make this purchase without rezoning. If said rezoning is necessary, Seller shall be responsible for all surveying costs and other costs if any are necessary and to obtain whatever municipal approval must be obtained prior to closing. If said rezoning is not completed by January 31, 2014, this offer shall be null and void at Buyer's option, and all earnest money paid herein shall be returned to Buyer.

7. Buyer and Seller acknowledge that said premises will have no access except thru Buyer's existing land. Buyer contingents this offer upon Seller extinguishing all previous access

to the said premises from the North. If said contingency is not completed, this offer shall be null and void at Buyer's option, and all earnest money paid herein shall be returned to Buyer.

8 If this transaction fails to close and the parties fail to agree on the disposition of earnest money, then earnest money shall be disbursed as follows:

a. To Buyer if any of Buyer's conditions precedent cannot be satisfied in accordance with the terms of the offer.

b. In other situations, where Buyer is in default of the terms of the offer, to Seller, unless Seller notifies Buyer in writing no later than 15 days after the earlier of Buyer's written demand for return of the earnest money or date set for closing, that Seller elects not to consider the earnest money as liquidated damages or payment for specific performance. In any event, Buyer's liability shall be limited to the earnest money.

c. In all other situations, earnest money will be refunded to the Buyer.

9. Buyer and Seller acknowledge that the purchase premises is combined with other land, said combined parcel would be covered by one tax statement for the year 2013 and 2014 (if not closed by January 1, 2014).

10. Buyer waives receipt of a Vacant Land Disclosure Report from Seller.

Dated this 26<sup>th</sup> of November, 2013

BUYER: David A Haback Revocable Living Trust dated December 7, 2004, as may be amended.

David A. Haback  
David A Haback, trustee

Accepted: November , 2013

Seller: Jefferson County, Wisconsin.

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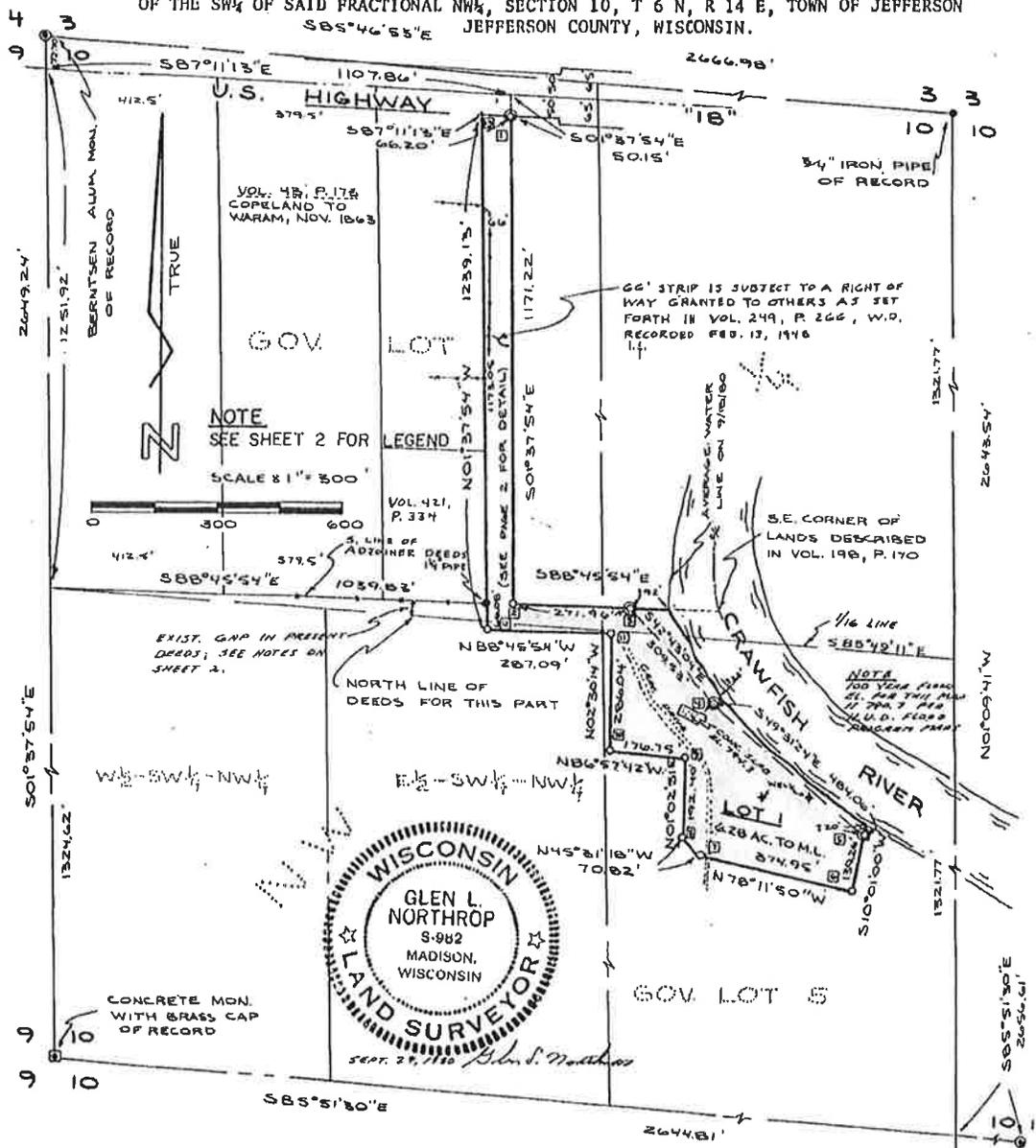
4/18/80

2

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# CERTIFIED SURVEY MAP

PART OF GOVERNMENT LOT 4 AND GOVERNMENT LOT 5 IN THE FRACTIONAL NW $\frac{1}{4}$  AND PART OF THE SW $\frac{1}{4}$  OF SAID FRACTIONAL NW $\frac{1}{4}$ , SECTION 10, T 6 N, R 14 E, TOWN OF JEFFERSON JEFFERSON COUNTY, WISCONSIN.



NOTE  
SEE SHEET 2 FOR LEGEND



**INTERIOR ANGLES**

94° 24' 41"	133° 25' 51"
267° 08' 00"	248° 00' 35"
133° 37' 10"	95° 32' 32"
184° 49' 20"	266° 15' 40"
120° 27' 36"	92° 52' 00"
88° 12' 50"	85° 33' 19"
147° 19' 28"	

Order No. AB 741-80  
 Drafted at Abex Survey Ltd. Box 369  
 Cambridge, Wisconsin  
 Dwg. No. 741  
 Sheet 1 of 3

Document No. **772215**  
 Certified Survey Map No. 1467  
 Volume 4 Page 524

**Item 16a-b**

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

By virtue of the authority vested in me by Ordinance No. 2007-48, I do hereby appoint and request the County Board’s confirmation of the following individual as a member of the designated commission:

Historic Sites Preservation Commission

- a. Michael Opager, Watertown, WI, to fill an unexpired term ending April 1, 2015.

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

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 the following individual as a member of the designated commission:

Sheriff’s Civil Service Commission

- b. Rodney Laudenslager, Watertown, WI, for a five-year term ending January 1, 2019

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