

AGENDA
JEFFERSON COUNTY BOARD MEETING
TUESDAY October 11, 2016 7:00 p.m.
Jefferson County Courthouse
311 S. Center Avenue, Room 205
Jefferson, WI 53549

1. **CALL TO ORDER**
 2. **ROLL CALL BY COUNTY CLERK**
 3. **PLEDGE OF ALLEGIANCE**
 4. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**
 5. **APPROVAL OF THE AGENDA**
 6. **APPROVAL OF SEPTEMBER 13, 2016 MEETING MINUTES**
 7. **PUBLIC COMMENT** (Agenda Items)
 8. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum to Agenda)
 - b. Historic Sites Commission Annual Report
 - c. Retiree Recognition
 - d. Appointment by County Board Chair – Jenifer Quimbly to the WI River Rail Transit Commission (WRRTC) (Page 1)
 - e. Claim Against County – James Kopplin (Page 2)
 - f. Report – Apportionment of County Levy/Net New Construction – 2016 (Page 3-6)
 - g. Zoning Committee – Notice of Public Hearing, October 20, 2016 (Page 7-8)
 9. **SPECIAL ORDER OF BUSINESS**
 - a. Presentation of the 2017 Recommended Budget
- COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
10. **ADMINISTRATION AND RULES COMMITTEE**
 - a. Ordinance – Amending the Supervisors Rules of Order to add two citizen members to the Fair Park Committee (Page 9-10)
 11. **ECONOMIC DEVELOPMENT CONSORTIUM**
 - a. Ordinance - “Property Assessed Clean Energy Financing” of the Jefferson County Ordinances (Page 11-27)
 - b. Resolution – Authorizing Jefferson County to become a member of the Wisconsin PACE Commission (Page 28-29)
 12. **HIGHWAY COMMITTEE**
 - a. Resolution – Entering into an intergovernmental jurisdictional transfer agreement (Page 30-36)
 13. **HUMAN RESOURCES COMMITTEE**
 - a. Ordinance – Amending Personnel Ordinance HR0360, Hours of Work, Overtime and Compensatory Time to allow for pay-out of accumulated compensatory time throughout the year (Page 37-39)
 14. **INFRASTRUCTURE COMMITTEE**
 - a. Resolution – Authorization to enter into a contract for asbestos/hazardous material removal and disposal for the former Jefferson County Highway site on Woolcock Street (Page 40)
 15. **PLANNING AND ZONING COMMITTEE**
 - a. Report – Approval of Petitions (Page 41)
 - b. Ordinance – Amend Zoning Ordinance (Page 42-43)
 16. **PUBLIC COMMENT** (General)
 17. **ANNOUNCEMENTS**
 18. **ADJOURN**

NEXT COUNTY BOARD MEETINGS
OCTOBER 25TH, 2016 – 7:00 P.M. - ROOM 205 (Public Hearing)



JEFFERSON COUNTY BOARD

Jefferson County Courthouse
311 S. Center Avenue, Room 204 A
Jefferson, WI 53549
Telephone (920) 674-8607

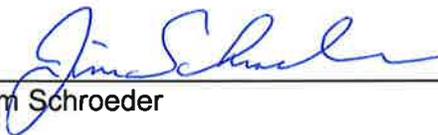
JIM SCHROEDER
County Board Chair

Board Rule 3.06(1)* Appointment to Boards, Commissions, Committees and Other Bodies

I, Jim Schroeder, Chairman of the County Board of Supervisors, Jefferson County, Wisconsin, as the appointing authority, hereby appoint Jenifer Quimby, City of Waterloo to the Wisconsin River Rail Transit Commission for an unexpired term ending April 30, 2017.

Effective October 5, 2016.

Dated this 5th day of October, 2016.



Jim Schroeder

Item 8e

Claim Against County

Jefferson County has been served with a small claims summons and complaint from Progressive Universal Insurance Company, as subrogee of James Kopplin, seeking compensation for damages to a motor vehicle owned by James Kopplin in the amount of \$3228.49. Damages are alleged to have been caused by the County's failure to maintain the roadway and provide ample warnings of adverse conditions.

JEFFERSON County

2016 County Apportionment

District	Equalized Value Reduced by TID Value Increment	% to Total
Aztalan	129,921,600	.020623726
Cold Spring	73,343,000	.011642451
Concord	175,855,600	.027915279
Farmington	138,655,100	.022010080
Hebron	99,644,500	.015817546
Ixonia	444,159,700	.070505811
Jefferson	188,369,600	.029901748
Koshkonong	371,324,300	.058943936
Lake Mills	295,610,500	.046925145
Milford	106,674,000	.016933407
Oakland	353,811,100	.056163895
Palmyra	182,498,300	.028969739
Sullivan	190,371,400	.030219513
Sumner	113,024,600	.017941500
Waterloo	93,207,300	.014795706
Watertown	183,496,800	.029128241
Town Total	3,139,967,400	.498437723
Cambridge	5,596,500	.000888387
Johnson Creek	199,878,700	.031728700
Lac La Belle	829,400	.000131659
Palmyra	114,566,700	.018186292
Sullivan	45,368,900	.007201849
Village Total	366,240,200	.058136887
Fort Atkinson	840,990,500	.133498644
Jefferson	458,130,200	.072723485
Lake Mills	462,743,400	.073455784

TID303WI

Report Used for Apportionment of County Levy

Date: 08/09/2016

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JEFFERSON County

2016 County Apportionment

District	Equalized Value Reduced by TID Value Increment	% to Total
Waterloo	199,605,600	.031685348
Watertown	780,729,700	.123932858
Whitewater	51,211,300	.008129270
City Total	2,793,410,700	.443425390
County Total	6,299,618,300	1.000000000

District	TID Value Increments			Current Value	Increment
	TID #	YEAR	Base Value		
V . Johnson Creek	002	1994	11,378,800	68,142,400	56,763,600
V . Johnson Creek	003	1995	701,400	57,045,600	56,344,200
V . Palmyra	003	2006	430,300	8,621,800	8,191,500
C . Fort Atkinson	006	2000	1,135,400	7,517,100	6,381,700
C . Fort Atkinson	007	2000	11,587,900	23,925,400	12,337,500
C . Fort Atkinson	008	2009	28,584,200	39,528,500	10,944,300
C . Jefferson	004	2000	0	1,122,200	1,122,200
C . Jefferson	005	2001	21,437,300	31,507,000	10,069,700
C . Jefferson	006	2009	0	6,384,400	6,384,400
C . Jefferson	007	2012	0	5,622,800	5,622,800
C . Jefferson	008	2015	873,200	1,013,400	140,200
C . Lake Mills	002	1998	11,445,700	27,761,800	16,316,100
C . Lake Mills	003	2006	6,993,800	9,467,500	2,473,700
C . Lake Mills	004	2006	7,848,200	38,215,300	30,367,100
C . Lake Mills	005	2014	5,932,900	5,463,600	*
C . Lake Mills	006	2014	3,304,800	3,266,800	*
C . Waterloo	001	2005	5,961,500	13,389,500	7,428,000
C . Waterloo	002	2011	7,158,000	9,509,500	2,351,500

JEFFERSON County

2016 County Apportionment

District	TID Value Increments			Current Value	Increment
	TID #	YEAR	Base Value		
C . Waterloo	003	2012	1,583,100	2,544,600	961,500
C . Waterloo	004	2014	2,320,100	2,966,400	646,300
C . Watertown	003	1991	2,081,800	62,257,900	60,176,100
C . Watertown	004	2005	1,047,600	21,213,300	20,165,700
C . Watertown	005	2005	39,631,000	55,749,700	16,118,700
C . Watertown	006	2005	225,800	2,963,800	2,738,000
C . Whitewater	004	1990	968,200	27,213,900	26,245,700
C . Whitewater	005	2007	14,500	12,800	*
C . Whitewater	008	2007	503,700	538,600	34,900

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

NET NEW CONSTRUCTION 2016

COMUN CODE	MUNICIPALITY	2015 EQUALIZED VALUE	2016 NET NEW CONSTRUCTION	PERCENT
28002	TOWN OF AZTALAN	131,877,600	1,217,000	0.92%
28004	TOWN OF COLD SPRING	74,307,200	20,500	0.03%
28006	TOWN OF CONCORD	170,160,400	658,200	0.39%
28008	TOWN OF FARMINGTON	131,350,600	1,026,100	0.78%
28010	TOWN OF HEBRON	98,421,300	1,001,500	1.02%
28012	TOWN OF IXONIA	426,022,700	10,853,100	2.55%
28014	TOWN OF JEFFERSON	181,086,100	1,214,300	0.67%
28016	TOWN OF KOSHKONONG	361,841,600	2,247,700	0.62%
28018	TOWN OF LAKE MILLS	271,114,600	1,259,400	0.46%
28020	TOWN OF MILFORD	103,519,000	1,231,900	1.19%
28022	TOWN OF OAKLAND	346,539,300	2,871,900	0.83%
28024	TOWN OF PALMYRA	182,016,800	4,959,300	2.72%
28026	TOWN OF SULLIVAN	179,720,200	1,761,900	0.98%
28028	TOWN OF SUMNER	107,762,600	959,200	0.89%
28030	TOWN OF WATERLOO	87,590,000	1,076,400	1.23%
28032	TOWN OF WATERTOWN	176,370,300	1,834,100	1.04%
28111	VILLAGE OF CAMBRIDGE *	5,369,500	0	0.00%
28141	VILLAGE OF JOHNSON CREEK	296,300,300	17,216,800	5.81%
28146	VILLAGE OF LAC LA BELLE *	830,100	0	0.00%
28171	VILLAGE OF PALMYRA	119,549,500	126,900	0.11%
28181	VILLAGE OF SULLIVAN	45,021,800	484,000	1.08%
28226	CITY OF FORT ATKINSON	874,030,900	10,644,100	1.22%
28241	CITY OF JEFFERSON	481,758,700	3,407,600	0.71%
28246	CITY OF LAKE MILLS	490,855,800	7,642,300	1.56%
28290	CITY OF WATERLOO	200,393,000	1,987,000	0.99%
28291	CITY OF WATERTOWN *	869,596,400	4,477,400	0.51%
28292	CITY OF WHITEWATER *	75,235,900	1,653,600	2.20%
28999	COUNTY OF JEFFERSON	6,488,642,200	81,832,200	1.26%

* Split districts are summed at the end of the report

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

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

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

DATE: Thursday, October 20, 2016

TIME: 7:00 p.m. *(Courthouse doors will open at 6:30)*

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. **Approval of Agenda**
5. **Explanation of Public Hearing Process by Committee Chair**
6. **Public Hearing**

NOTICE IS HEREBY GIVEN that the Jefferson County Planning and Zoning Committee will conduct a public hearing at 7 p.m. on Thursday, October 20, 2016, 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 official zoning map 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 AGRICULTURAL TRANSITION, A-T TO RESIDENTIAL R-2

R3828A-16 – Duane Strauss: Rezone to create a 0.548-acre lot with the residence at **N8635 Highland Road**, and one of 0.495 acre with the residence at **N8627 Highland Road**, both in the Town of Watertown, from PIN 032-0815-1741-003 (16.198 Acres).

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

R3829A-16 – Charles Kerr: Rezone to allow a 3-acre farm consolidation in combination with a 2-acre lot to create a 4.99-acre A-3 zone around the home and buildings at **W3282 County Road B**. The property is in the Town of Farmington on PIN 008-0715-1423-000 (38.57 Acres).

R3830A-16 – C&L Trust: Create a 1-acre lot from part of PIN 008-0715-1941-000 (39 Acres) on **Wright Road** in the Town of Farmington.

R3831A-16 – Samantha Speich/Alfred & Sandra Speich Property: Create a 2-acre building site on **Highland Drive** in the Town of Sullivan from part of PIN 026-0616-0211-000 (62.598 Acres).

R3832A-16 – Chad Toedter: Rezone 2 acres of PIN 026-0616-3133-002 (7.212 Acres) for a building site on **Mehring Road** in the Town of Sullivan.

R3833A-16 – Scott Hartwig: Rezone 3,000 square feet of PIN 010-0515-0413-002 (18.88 Acres) to reconfigure the lot at **N2384 Strunk Road** in the Town of Hebron with no net gain or loss.

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

R3834A-16 – Scott Hartwig: Rezone 3,000 square feet of PIN 010-0515-0413-000 (1.12 Acre) to reconfigure the lot at **N2384 Strunk Road** in the Town of Hebron with no net gain or loss.

CONDITIONAL USE PERMIT APPLICATIONS

CU1894-16 – JTO Properties LLC: Conditional use to revise the previous approval for CU1846-15, thereby allowing farm & construction equipment sales east of the originally approved location. The site is in the Town of Watertown, east of **W2763 East Gate Drive**, and remains on PIN 032-0815-1231-000 (37.14 Acres) in an A-2, Agricultural and Rural Business zone.

CU1893-16 – Robert & Angela Lemke/Lemke’s Real Estate LLC: Conditional use to allow for an extensive on-site storage structure of 4,320 square feet, 24 feet in height in a Community zone at **W3333 US Highway 18**. The site is on PIN 014-0615-0314-030 (1.405 Acre) in the Town of Jefferson.

CU1895-16 – Robert & Angela Lemke/Lemke’s Real Estate LLC: Conditional use to allow for business storage in a Community zone at **W3333 Highway 18** in the Town of Jefferson on PIN 014-0615-0314-030 (1.405 Acre).

A quorum of any Jefferson County Committee, Board, Commission or other body, including the Jefferson County Board of Supervisors, may be present at this meeting.

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.

Further information about Zoning can be found at www.jeffersoncountywi.gov

ORDINANCE NO. 2016-___

Amending the Board of Supervisors Rules of Order to add two citizen members to the Fair Park CommitteeExecutive Summary

The Jefferson County Board of Supervisors Rules of Order 2016-2018 authorizes the County Board Chairperson to appoint five county board supervisors as members of the Fair Park Committee. The proposed amendment to the Board of Supervisors Rules of Order increases membership of the Fair Park Committee to seven members, with two members being citizen members. The addition of two citizen members will allow members of the public who have an interest in Fair Park activities to provide direction and input into Fair Park operations for the benefit of the public. The Administration & Rules Committee met on September 28, 2016, and recommended forwarding this ordinance to the County Board for approval.

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

Section 1. Section 3.05(2)(b) of the Board of Supervisors Rules of Order 2016-2018 is amended as follows:

(b) FAIR PARK COMMITTEE - Five Seven members appointed by the County Board Chairperson consisting of five County Board Supervisors and two citizen members. The County Board Chairperson shall consult with the Fair Park Committee before appointing citizen members. The Fair Park Committee shall recommend Fair Park policies to the County Board and provide the Fair Park Director with guidance and assistance, as requested, in the operation of Jefferson County Fair Park. The Fair Park Committee may establish policies relating to the operation of the County Fair not requiring Board action and is authorized to contract for entertainment, and sponsorships valued up to \$50,000 and to lease space to exhibitors for up to 15 days without further approval from the Board. The Fair Park Director may approve the entertainment contracts when the necessity for approval arises between scheduled Committee meetings. All approvals by the Director shall be reported to the Committee. In addition, the Fair Park Director may contract for sponsorships up to \$20,000 and enter leases for property storage that exceed 15 days. Sponsorships valued between \$20,000 and \$50,000 may be approved by the Committee. Sponsorships affecting other county departments shall be approved by the Board regardless of the amount of the contract. For events which are new to the Jefferson County Fair Park, the Fair Park Director shall consult with the County Administrator before the Committee or Director enters into a contract or lease. All contracts shall be submitted to the Corporation Counsel for approval before execution. The Director shall be responsible for the maintenance of the Fair Park buildings and grounds, and may propose plans for capital improvement and operational budgeting for review by the Committee and consideration by the Board. The Committee shall establish fees as part of the next year's budget and the Director may set unanticipated fees during the year and report such fees to the Committee. The Director may deviate from the established fee structure when it is advantageous to the operation of the Park, and shall report such arrangements

to the Committee. [Am. 04/18/06, Ord. 2006-01; 05/08/07, Ord. 2007-06; 11/13/07, Ord. 2007-23; 01/13/09, Ord. 2008-26]

Section 2. This ordinance shall be effective after passage and publication as provided by law.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

NOTE: Section 3.09 of the County Board rules provides that amendments to the rules shall be made by 2/3 vote. Proposed amendments shall be introduced at one session of the Board and laid over until the next session before action is taken, unless the Board waives laying it over by unanimous vote.

Requested by
Administration & Rules Committee

10-11-16

J. Blair Ward: 10-04-16

REVIEWED: Administrator SB; Corp. Counsel DL; Finance Director BL

ORDINANCE NO. 2016-___

“Property Assessed Clean Energy Financing” of the Jefferson County Ordinances

The County Board of Supervisors of the County of Jefferson does ordain as follows:

Section 1. Property Assessed Clean Energy Financing ordinance is created to read:

(1) **PURPOSE.** The County finds that renovations or additions to premises located in the County made to improve energy efficiency, improve water efficiency, and/or use renewable resource applications, increase property values, stimulate local economic activity, provide local and global environmental benefits, and promote the general welfare of County residents. The purpose of this Section is to facilitate loans arranged by property owners or lessees to make such improvements by treating loan principal and interest, fees, and other charges as special charges eligible for inclusion on the tax roll for these properties.

(2) **STATUTORY AUTHORITY.** This ordinance is enacted pursuant to Wis. Stat. § 66.0627, as amended, which authorizes a County to make a loan or enter into an agreement regarding loan repayments to a 3rd party for owner-arranged or lessee-arranged financing, to an owner or a lessee of a premises located in the County for making or installing an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a premises.

(3) **DEFINITIONS.** In this section:

(a) “Annual installment” means the portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.

(b) “Borrower” means the property owner or lessee of the subject property that borrows the proceeds of a PACE loan.

(c) “Default loan balance” means the outstanding balance, whether or not due, of a PACE loan at the time that the County receives foreclosure proceeds.

(d) “Foreclosure proceeds” means the proceeds received by the County from the disposition of a subject property through an *in rem* property tax foreclosure.

(e) “Loan amount” means the principal, interest, administrative fees (including the Program Administrator’s fees) and other loan charges to be paid by the borrower under the PACE loan.

(f) “PACE” means the acronym for property assessed clean energy.

(g) “PACE default provisions” means:

1. The delinquent annual installment(s) due when the County initiates the *in rem* property tax foreclosure on the subject property;

2. Any additional annual installment(s) that become due between the time that the County initiates *in rem* property tax foreclosure on the subject property and the date the County receives the foreclosure proceeds;

3. Any default interest charges applied to unpaid annual installments referenced in subs. (1.) and (2.) above, as provided in the supplemental agreement; and

4. Any default loan balance.

(h) "PACE lender" means any person that makes a PACE loan, and which may include an affiliate of the borrower.

(i) "PACE loan" means a loan made by a PACE lender to a borrower under this Section for energy efficiency improvements, water efficiency improvements, or renewable resource applications made to or installed on a subject property.

(j) "Person" means any individual, association, firm, corporation, partnership, limited liability company, trust, joint venture or other legal entity, or a political subdivision as defined in Wis. Stat. § 66.0627.

(k) "Program Administrator" means the person retained by the Wisconsin PACE Commission as provided in subsection (5)(b).

(l) "Subject property" means any premises located in the County on which an energy efficiency improvements, water efficiency improvements, or renewable resource applications are being or have been made and financed through an outstanding PACE loan.

(m) "Supplemental agreement" means a written agreement among a borrower, a PACE lender and the County, as provided for in subsection (7).

(n) "Wisconsin PACE Commission" means the Wisconsin PACE Commission formed under Wis. Stat. § 66.0301, as amended, by the County and one or more other political subdivisions as defined in Wis. Stat. § 66.0627, pursuant to a Joint Exercise of Powers Agreement relating to the Wisconsin PACE Commission.

(4) PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS. Any PACE loan made and secured pursuant to this Section shall be considered a special charge on the subject property. Any annual installment or portion of a PACE loan made and secured pursuant to the Section that becomes delinquent according to the terms of the PACE loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant to Wis. Stat. §66.0627 as amended.

(5) WISCONSIN PACE COMMISSION.

(a) Any of the powers and duties of the County under this Section, except for those under subsection (9) may (but are not required to) be delegated to the Wisconsin PACE Commission.

(b) The Wisconsin PACE Commission is further authorized to retain a Program Administrator to act as its agent and administer the PACE program, subject to adherence with PACE program requirements set forth in this Section and in Wis. Stat. § 66.0627 as amended.

(6) LOAN APPROVAL.

(a) A prospective borrower applying for a PACE loan shall comply with the loan application process set forth in the program manual approved by the County.

(b) The County shall approve the financing arrangements between a borrower and PACE lender.

(7) SUPPLEMENTAL AGREEMENT.

(a) The County, the borrower and the PACE lender shall execute the supplemental agreement which, without limitation:

1. Shall inform the participants that the PACE loan amount shall be imposed as and considered a special charge, and each year's annual installment may be included on the property tax roll of the subject property as a special charge and an annual installment that is delinquent shall be a lien against the subject property pursuant to Wis. Stat. § 66.0627, as amended;

2. Shall recite the amount and the term of the PACE loan;

3. Shall provide for the amount, or a method for determining the amount, of the annual installment due each year;

4. Shall provide whether default interest may be applied to unpaid annual installments;

5. Shall require the PACE lender and the borrower to comply with all federal, state and local lending and disclosure requirements;

6. Shall provide for any fees payable to the County and/or Program Administrator;

7. Shall recite that the supplemental agreement is a covenant that runs with the land;

8. May provide for prepayments of annual installments by the borrower with a resulting reduction in the special charge for the prepayment, subject to any prepayment premium charged by the PACE lender, if any; and

9. May allow for amendment by the parties.

(b) Prior to executing the supplemental agreement, the owner of the subject property, if different from the borrower, and any existing mortgage holder(s) on the subject property must have executed a separate writing acknowledging the borrower's use of PACE financing for the subject property and the special charge that will be imposed under this Section and its consequences, including the remedies for collecting the special charge.

(c) Each PACE loan shall be amortized over the term of the PACE loan as provided in the supplemental agreement.

(d) The annual payments of a PACE loan may be payable in installments as authorized by Wis. Stat. § 66.0627, as amended.

(8) ANNUAL INSTALLMENTS ADDED TO TAX ROLLS. Upon the request of the Program Administrator the County shall place each year's annual installment on the tax roll for the subject property as permitted pursuant to Wis. Stat. § 66.0627, as amended.

(9) REMITTANCE OF SPECIAL CHARGES. The County shall promptly remit to the Wisconsin PACE Commission any payment(s) for a special charge imposed under this Section, including penalties and charges thereon, it may receive from any taxing district or the County Treasurer pursuant to Wis. Stat. Ch. 74, as amended.

(10) PROPERTY TAX FORECLOSURE PROCEDURES.

(a) The County elects to utilize the provisions of Wis. Stat. § 75.521, as amended, for the purpose of enforcing tax liens if a subject property owner fails to pay any special charges imposed on the subject property under this Section as required.

(b) The County shall begin an in rem property tax foreclosure proceeding on the subject property at the earliest time allowed under Wisconsin Statutes, unless the County determines that subject property is a "brownfield" (as defined in Wis. Stat. § 75.106, as amended) or that in rem property tax foreclosure is not in the best interests of the County due to the condition of the property or for other reasons.

(c) If the County has determined that it will not commence an in rem property tax foreclosure proceeding, then the PACE lender may request that the County, pursuant to Wis. Stat. § 75.106, as amended, assign the County's right to take judgment against the subject property, provided that the PACE lender and the County fully comply with all

provisions of Wis. Stat. § 75.106, as amended, concerning the subject property and the PACE lender agrees to pay the amounts required by Wis. Stat. § 75.36(3)(a)1 and 1m, as amended.

(11) SALE OF FORECLOSED PROPERTY. If the County prevails in an in rem property tax foreclosure action against a subject property, the County shall diligently proceed to sell the subject property pursuant to the procedures set forth in Wis. Stat. § 75.69, as amended.

(12) DISTRIBUTION OF FORECLOSURE PROCEEDS. The County Treasurer shall follow the procedures set forth in Wis. Stat. § 75.36, as amended, to distribute the proceeds from the sale of a subject property.

Section 2. This ordinance shall take effect the day after passage and publication as required by law.

Fiscal Note: This ordinance will have no fiscal impact.

Ayes ___ Noes ___ Abstain ___ Absent ___ Vacant ___

Requested by
Jefferson County Economic Development Consortium

10-11-16

J. Blair Ward: 09-25-16

REVIEWED: Administrator AK; Corp. Counsel JBL; Finance Director BC

JOINT EXERCISE OF POWERS AGREEMENT

relating to

WISCONSIN PACE COMMISSION

a Joint Powers Commission under Section 66.0301 of the Wisconsin Statutes

THIS AGREEMENT (“*Agreement*”), dated as of _____, 2016 among the parties hereto (all such parties, except those which have withdrawn as provided herein, being referred to as the “*Members*” and those parties initially executing this Agreement being referred to as the “*Initial Members*”):

WITNESSETH

WHEREAS, pursuant to Section 66.0301 of the Wisconsin Statutes (as in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “*Joint Powers Law*”), two or more municipalities of the State of Wisconsin (the “*State*”), may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, each of the Members is a “municipality” as that term is defined in the Joint Powers Law and a political subdivision located in the State; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means; and

WHEREAS, Section 66.0627(8) of the Wisconsin Statutes (as the same may from time to time be amended or supplemented, the “*PACE Statute*”) authorizes a city, a village, a town (a “*Municipality*”) or a county (a “*County*”) in this State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; and

WHEREAS, such financings are commonly referred to as “Property Assessed Clean Energy” or “PACE” financings; and

WHEREAS, the Members have determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties (collectively, “*Participants*”) in their respective jurisdictions with access to a uniformly-administered program for PACE financing; and

WHEREAS, each Member has authorized entering into this Agreement by its governing body.

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Creation. Pursuant to the Joint Powers Law, there is hereby created a commission to be known as the “**Wisconsin PACE Commission**” (the “*Commission*”).

Section 2. Purpose. This Agreement is a contract entered into pursuant to the provisions of the Joint Powers Law. The purpose of this Agreement is to establish a joint powers commission for the joint exercise of any power or duty of the Members under applicable law. In particular, the purpose of the Commission is to adopt, implement and administer a uniform program for the qualification for, and approval, granting, administration and collection of, PACE loans (the “*PACE Program*”). Such purposes shall be accomplished in the manner provided in this Agreement.

Section 3. Effectiveness; Term. This Agreement shall become effective and be in full force and effect and a legal, valid and binding agreement of each of the Members on the date that the Board shall have received from at least two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof. This Agreement shall continue in full force and effect until such time as it is terminated by written instrument executed by all of the Members.

Section 4. Powers. The Commission shall have the power, in its own name, to exercise any powers or duties of the Members required or authorized by law and to exercise all additional powers given to a joint powers commission under any law, including, but not limited to, the Joint Powers Law, for any purpose authorized under this Agreement. Such powers shall include the power to make loans or otherwise arrange, participate in or facilitate the financing of energy or water efficiency improvement projects or renewable resource applications as provided in the PACE Statute including, without limitation, the exercise of the power and authority, without further action by the Member, to impose special charges pursuant to the PACE Statute on real property within the Members’ jurisdictions. The Commission is hereby authorized to do all acts necessary or convenient for the exercise of such power and authority, including, but not limited to, any or all of the following: (i) to make and enter into contracts; (ii) to employ agents and employees; (iii) to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works, improvements, equipment or furnishings; (iv) to acquire, hold or dispose of property wherever located; (v) to incur debts, liabilities or obligations; (vi) to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations or any governmental entity; (vii) to sue and be sued in its own name; (viii) to make grants to governmental and nonprofit organizations to accomplish any of its purposes; (ix) to establish and collect fees; and (x) generally to do any and all things necessary or convenient to accomplish its purposes.

Section 5. Contractors and Subcontractors. The Commission may enter into a contract with a third-party contractor for the provision of services related to the PACE Program. Such contractor shall be a nonstock corporation organized under Ch. 181 of the Wisconsin Statutes with its principal place of business located in the State of Wisconsin. The participant fee schedule established by the Board (as defined below) shall make provision for reasonable compensation and payment of the expenses of such contractor as may be set forth in the contract. A contractor may subcontract for any of its services to the extent permitted by the contract. The Board is also authorized to hire counsel or other consultants or advisers as it deems necessary in carrying out his functions.

Section 6. Members' Obligations. Each Member by its execution hereof acknowledges and agrees that it shall do all things necessary and appropriate in respect of the collection of special charges (or installments thereof), the certification of special charges on the tax rolls, the remittance of special charges collected as directed by the Commission and otherwise as such Member would perform in connection with special charges imposed by it on real property within its jurisdiction; and further shall cooperate with the Commission in respect of the enforcement of the liens of special charges on such properties.

Section 7. Governance; Administration

(a) Board of Directors. The Commission shall be governed by a Board of Directors (the "*Board*"). The Board shall oversee all functions of the Commission under this Agreement and, as such, shall be vested with the powers set forth herein, shall administer this Agreement in accordance with the purposes and functions provided herein and shall otherwise exercise all powers set forth in the Joint Powers Law on the Commission's behalf.

(b) Classes of Directors. The Board shall be divided into two classes known as the "Representative Director Class" and the "Nominee Director Class" consisting of the number of members (each a "*Director*") serving for the terms as provided in this Section 7. In this Agreement, the term "Board" shall mean the entire Board (comprising all Representative Directors and Nominee Directors) and the term "Director" shall be used to refer generally to either a Representative Director or a Nominee Director).

(1) *Representative Directors.* The number of Representative Directors shall correspond to the number of Members of the Commission from time to time. Each Member of the Commission shall designate, by name or *ex officio*, one public official to serve as its representative on the Board. The term "public official" means an individual who holds a local public office, as that term is defined in Section 19.42(7w) of the Wisconsin Statutes, for the Member of the Commission designating him or her as its Representative Director. Each Representative Director shall serve at the pleasure of the Member designating him or her to such position; *provided*, that a Representative Director shall be deemed to have resigned upon withdrawal from the Commission of the Member designating him or her to such position. A majority of the Directors shall at all times be Representative Directors ex-

cept that such requirement shall not apply until the Commission has at least four (4) Members.

(2) *Nominee Directors.*

(i) The number of Nominee Directors shall initially be three (3), nominated one each by the Wisconsin Counties Association, the League of Wisconsin Municipalities and the Green Tier Legacy Communities (the "*Supporting Organizations*"). Thereafter, so as to insure that at all times Representative Directors comprise a majority of the Board, at such time as the Commission has at least seven (7) Members, the number of Nominee Directors shall be increased to six (6) and at such time as the Commission has at least ten (10) Members, the number of Nominee Directors shall be increased to nine (9), in each case with the additional directors nominated by the Sponsoring Organizations as provided above.

(ii) Nominee Directors may but need not be public officials.

(iii) Each Nominee Director shall serve for an initial term expiring at the first annual Board meeting held after December 31, 2016. The successors to such Nominee Directors shall be selected by majority vote of the entire Board consistent with a nomination process to be established by the Board. Thereafter, Nominee Directors shall serve staggered three (3) year terms expiring at the Annual Board Meeting in every third year or until their respective successors are appointed. Any appointment to fill an unexpired term, however, shall be for the remainder of such unexpired term. The term of office specified herein shall be applicable unless the term of office of a Nominee Director is terminated as hereinafter provided, and provided that the term of any Nominee Director shall not expire until a successor thereto has been appointed as provided herein.

(iv) The number of Nominee Directors may be increased or decreased by resolution adopted by the Board from time to time, *provided*, that any decrease in the number of Nominee Directors shall not decrease the term of any current director at the time of such decrease.

(v) A Nominee Director may be removed and replaced at any time by a majority vote of the Board.

(3) *Executive Committee.* The Board shall by resolution create an Executive Committee which shall be charged with carrying out the supervisory functions of the Board in such manner as the Board so directs. A majority of the members of the Executive Committee shall be Representative Directors.

(4) *Expenses.* Directors shall be entitled to reimbursement for any actual and necessary expenses incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose. The Board may establish a per diem and/or expense reimbursement policy by resolution.

(c) Meetings of the Board.

(1) *Meetings Generally.* All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Wisconsin Open Meetings Law, Wis. Stat. § 19.81 *et seq.* (the “Open Meetings Law”). To the extent permitted by the Open Meetings Law, Board meetings may be held by telephone conference or other remote access technology as approved by the Board. A director shall be “present” at any regular or special meeting if he or she participates in person or telephone conference or other remote access technology as approved by the Board.

(2) *Proxy Voting.* Directors may not vote by proxy.

(3) *Regular Meetings.* The Board shall from time to time establish a schedule for its regular meetings; *provided, however*, it shall hold at least one regular meeting each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board.

(4) *Special Meetings.* Special meetings of the Board may be called in accordance with the provisions of the Open Meetings Law. The date, hour and place of the holding of special meetings shall be fixed by resolution of the Board

(5) *Minutes.* The Secretary of the Commission shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(6) *Quorum and Voting, Generally.* Except as provided in Sub. 6, below: (i) a majority of the Directors shall constitute a quorum for the transaction of business; (ii) Representative Directors and Nominee Directors shall vote as a single class on all matters to come to a vote of the Board; and (iii) no action may be taken by the Board except upon the affirmative vote of a majority of the Directors present (or, with respect to any matter, such greater number as may be provided by the By-Laws or resolution of the Board), except that less than a quorum may adjourn a meeting to another time and place.

(7) *Special Quorum and Voting Requirements.* With respect to any vote to approve the imposition of a special charge on real property pursuant to the PACE Statute, the following shall apply:

(i) A quorum with respect to such vote shall exist only if (A) a majority of the Directors are present, and (B) a majority of the Directors who are present are Representative Directors.

(ii) No imposition of a special charge on real property shall be approved except upon the affirmative vote of (A) a majority of the Directors present and (B) a majority of the Representative Directors present.

(d) Officers; Duties; Official Bonds. The officers of the Commission shall be the Chair, Vice-Chair, Secretary and Treasurer, such officers to be elected by the Board from among the Directors, each to serve until such officer is re-elected or a successor to such office is elected by the Board. Each officer shall have the following general duties and responsibilities in addition to any further specific duties and responsibilities set forth herein, in the By-Laws or by resolution of the Board.

(1) The Chair shall be the chief executive officer of the Commission and shall be responsible for the calling of, and shall preside at, meetings of the Board.

(2) The Vice-Chair shall exercise the duties and functions of the Chair in the Chair's absence.

(3) The Secretary shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(4) The Treasurer shall be the depository of the Commission to have custody of all money of the Commission, from whatever source derived and shall have the powers, duties and responsibilities specified in by-laws or by resolution, and is designated as the public officer or person who has charge of, handles, or has access to any property of the Commission.

(e) Committees; Officers and Employees. The Board shall have the power to appoint such other committees, officers and employees as it may deem necessary.

(f) Delegation of Authority. The Board shall have the power, by resolution, to the extent permitted by the Joint Powers Law or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees, administrators or agents of the Commission (including, without limitation, the contactor and any counsel or consultant hired or appointed pursuant to Section 5) and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Commission.

(g) By-Laws. The Commission may adopt, from time to time, by resolution of the Board such by-laws for the conduct of its meetings and affairs as the Board may determine to be necessary or convenient.

Section 8. Fiscal Year. The Commission's fiscal year shall be the period from January 1 to and including the following December 31, except for the first fiscal year which shall be the period from the date of this Agreement to December 31, 2016.

Section 9. Disposition of Assets. At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 3, after payment of all expenses and liabilities of the Commission and provision for the continuing administration of all PACE financings that have been completed and are outstanding at the time of such termination, all property of the Commission both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; *provided, however*, that any surplus money on hand shall be returned in proportion to any contributions made by the Members and not previously repaid.

Section 10. Accounts and Reports; Audits. All funds of the Commission shall be strictly accounted for. The Commission shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Commission shall be open to inspection at all times by each Member. The Treasurer of the Commission shall cause an annual audit to be made of the books of accounts and financial records of the Commission by a certified public accountant or public accountant. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 10, shall be borne by the Commission and shall be a charge against any unencumbered funds of the Commission available for that purpose.

Section 11. Funds. The Treasurer shall receive, have the custody of and disburse Commission funds pursuant to the accounting procedures developed under Section 10, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 12. Notices. Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member.

Section 13. Additional Members; Withdrawal of Members.

(a) Counties. Any County in this State may be added as a party to this Agreement and become a Member upon: (i) the filing by such County with the Commission an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such County approving this Agreement and the execution and delivery hereof; (ii) adoption by the County of the Model PACE Ordinance in accordance with Section 14(a) hereof and a certified copy of the resolution adopting same; and (iii) adoption of a resolution of the Board approving the addition of such County as a Member. Upon satisfaction

of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

(b) Municipalities. Any Municipality in this State may be added as a party to this Agreement and become a Member upon: (i) the filing by such Municipality with the Commission an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such Municipality approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Board approving the addition of such Municipality as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

(c) Withdrawal. A Member may withdraw from this Agreement upon written notice to the Board; *provided, however*, that no such withdrawal shall reduce the number of Members to fewer than two (2). Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Secretary which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing. Withdrawal by a Member shall not affect any outstanding PACE loans within such Member's jurisdiction or the Member's obligations, if any, with respect to the certification, collection and remittance of special charges in accordance with the PACE Program, nor shall withdrawal entitle any former Member to impose a tax, fee or charge prohibited to the remaining Members under Section 17.

Section 14. Model PACE Ordinance for County Members.

(a) As a condition to membership in the Commission, each County Member shall have adopted an ordinance (the "Model PACE Ordinance") in substantially the form, and substantively to the effect, set forth in EXHIBIT A to this Agreement.

(b) As a condition to continued membership in the Commission, a County Member shall not have repealed its Model PACE Ordinance or amended its Model PACE Ordinance unless such amendment has been submitted to and approved by the Board (a "Conforming Amendment") prior to its adoption. The Board shall not unreasonably withhold approval of such an amendment but shall not approve any amendment to a County Member's Model PACE Ordinance that, in the opinion of the Board, would frustrate or unreasonably interfere with the uniform application and administration of the PACE Program. Approvals or non-approvals by the Board shall be final and conclusive.

(c) The repeal of or adoption of an amendment (other than a Conforming Amendment) to a County Member's Model PACE Ordinance shall be deemed to be a voluntary withdrawal by such County Member with the effects set forth in Section 13(c).

Section 15. Indemnification. To the fullest extent permitted by law, the Board shall cause the Commission to indemnify any person who is or was a Director or an officer, employee of other agent of the Commission, and who was or is a party or is threatened to be

made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Commission, against expenses, including attorneys' fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Commission and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Commission, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created.

Section 16. Contributions and Advances. Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Commission by Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Commission and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Commission to provide for the costs and expenses of administration of the Commission or otherwise, even though any Member may do so.

Section 17. Prohibition on Charges. No Member may impose upon or demand or collect from any Participant any tax, fee, charge or other remuneration as a condition to a Participant's obtaining PACE financing through or with the assistance of the Commission, except that Members may be permitted to do so pursuant to a uniform participant fee schedule established from time to time by the Board as part of the PACE Program.

Section 18. Immunities. To the fullest extent permitted by law, all of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Commission while engaged in the performance of any of their functions or duties under this Agreement.

Section 19. Amendments.

(a) Amendments to the Agreement may be proposed by the Board or by any two Members. Except as provided in Section 13 and in Subsection (c), below, this Agreement shall not be amended, modified, or altered, without the affirmative approval of the Board and the affirmative written consent of each of the Members; *provided*, that if the number of Members exceeds ten (10) in number, this Agreement may also be amended with the affirmative approval of the Board and negative consent of each Member. To obtain the negative consent of the Members, the following procedure shall be followed: (i) the Commission shall provide each Member with a notice at least sixty (60) days prior to the date such proposed

amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (ii) the Commission shall provide each Member who did not respond a reminder notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (iii) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members. No amendment may impose a direct financial obligation on any Member without that Member's affirmative written consent.

(b) The Board may, without the consent of the Members, amend this Agreement if, in its reasonable opinion and upon the advice of counsel, if deemed appropriate, upon which advice the Board may rely, such amendment is technical or clarifying in nature and does not substantively affect the rights and responsibilities of the Members. Notice of such amendment shall be provided to the Members at least twenty (20) but not more than sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and, upon the written request of any two (2) Members, the Board shall submit the proposed amendment for ratification by the Members in accordance with the procedure otherwise set forth in this Section 19.

Section 20. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 21. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 22. Miscellaneous.

(a) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(b) The Section headings herein are for convenience only and are not to be construed as modifying or governing the language in the Section referred to.

(c) Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

(d) This Agreement shall be governed under the laws of the State of Wisconsin.

(e) Any future amendments to the Joint Powers Laws shall be automatically incorporated into the terms of this Agreement and any terms of this Agreement inconsistent with future amendments to the Joint Exercise of Powers Laws shall, only to the extent necessary, be reformed in a manner consistent with the amendments.

(f) This Agreement is the complete and exclusive statement of the agreement among the Members, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____	On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____
On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____	On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____
On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____	On behalf of _____ COUNTY / CITY / VILLAGE / TOWN: By: _____ Its: _____

RESOLUTION NO. 2016-__

Authorizing Jefferson County to become a member of the Wisconsin PACE Commission

Executive Summary

Wisconsin Statute § 66.0627(8) authorizes a city, a village, a town and a county in the State of Wisconsin to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by an energy or water efficiency improvement or renewable resource project. Such financing is commonly referred to as “Property Assessed Clean Energy” or “PACE” financing. PACE financing promotes economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare. This resolution authorizes Jefferson County to become a member of the Wisconsin PACE Commission and authorizes an appointed representative of Jefferson County to finalize and execute the final Commission Agreement in substantially the same form as the draft Commission Agreement attached to this resolution. The Jefferson County Economic Development Consortium met on September 16, 2016, and recommended forwarding this resolution to the County Board.

WHEREAS, the Executive Summary is hereby incorporated by reference into this resolution, and

WHEREAS, Property Assessed Clean Energy” or “PACE” financing promotes economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means, and

WHEREAS, Jefferson County has determined that it is in the public interest to provide real property owners, lessees, lenders and other appropriate parties in the County with access to a uniformly administered program for PACE financing, and

WHEREAS, pursuant to Wis. Stat. § 66.0301, two or more municipalities of the State of Wisconsin may by contract create a commission for the joint exercise of any power or duty required or authorized by law, and

WHEREAS, Jefferson County is a “municipality” as that term is defined in Wis. Stat. § 66.0301 and a political subdivision located in the State, and

WHEREAS, Jefferson County and other counties, with the support and counsel of the Wisconsin Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities and other stakeholders, have studied the possibility of creating a commission pursuant to Wis. Stat. § 66.0301 to be known as the Wisconsin PACE Commission (“Commission”), and

WHEREAS, the Wisconsin PACE Commission would be formed and operated in accordance with a Joint Exercise of Powers Agreement Relating to Wisconsin PACE Commission (“Commission Agreement”) of which a substantially final draft is attached to this resolution, and

WHEREAS, it is in Jefferson County’s best interests to join the Wisconsin PACE Commission and authorize the execution of the Commission Agreement, and

WHEREAS, in accordance with Wis. Stat. § 66.0627 and the provisions of the Commission Agreement, Jefferson County must adopt an Ordinance relating to the administration of PACE financing in Jefferson County and throughout the State (“PACE Ordinance”), and

WHEREAS, attached to this resolution is proposed Ordinance No. 2016-_____, which will be considered at the same meeting at which this Resolution is being considered (“PACE Ordinance”), and

WHEREAS, adoption of the PACE Ordinance is a necessary condition to Jefferson County entering into the Commission Agreement, and

WHEREAS, it is the intent of this resolution to authorize Jefferson County to become a member of the Commission and authorize an appointed representative of Jefferson County to finalize and execute the final Commission Agreement in substantially the form of the draft Commission Agreement attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby approves the draft Commission Agreement, a copy of which is attached to this resolution, and authorizes and directs the Jefferson County Administrator to sign such document after receipt of preliminary approval from the other participating municipalities and approval of the Jefferson County Corporation Counsel, and

BE IT FURTHER RESOLVED that the Jefferson County Administrator will appoint one member as the Jefferson County “Representative Director” to serve on the Board of Directors of the Commission in accordance with the Commission Agreement and such service shall be at the pleasure of the Jefferson County Administrator.

Fiscal Note: This resolution will have no fiscal impact.

Ayes ___ Noes ___ Abstain ___ Absent ___ Vacant ___

Requested by
Jefferson County Economic Development Consortium

10-11-16

J. Blair Ward: 09-15-16

REVIEWED: Administrator ; Corp. Counsel ; Finance Director

RESOLUTION NO. 2016-__

Entering into an intergovernmental jurisdictional transfer agreement

Executive Summary

The City of Watertown and the Town of Watertown have requested Jefferson County to enter into an intergovernmental jurisdictional transfer agreement. This agreement proposes to delete segments of West Street (CTH T) from the county trunk system and transfer jurisdiction to the City of Watertown. This agreement also proposes to transfer jurisdiction of segments of Gypsy Road from the Town of Watertown to the City of Watertown. Wisconsin Statute § 83.025(1) allows a County to make deletions from the county trunk system with the approval of the Wisconsin Department of Transportation and the majority of the governing bodies of any city, village or town affected by the deletion from a county trunk system. This resolution will authorize the Jefferson County Administrator to enter into an agreement substantially similar to the attached agreement with the City of Watertown and the Town of Watertown for the purposes described above, subject to the approval of the Wisconsin Department of Transportation. On October 5, 2016, the Jefferson County Highway Committee voted to forward this resolution to the Jefferson County Board of Supervisors for approval.

WHEREAS, the Executive Summary is hereby incorporated by reference into this resolution, and

WHEREAS, Wisconsin Statute § 83.025(1) allows a county to make deletions from the county trunk system with the approval of the Wisconsin Department of Transportation and the majority of the governing bodies of any city, village or town affected by the deletion from a county trunk system, and

WHEREAS, the City of Watertown and the Town of Watertown have requested Jefferson County to enter into an intergovernmental jurisdictional transfer agreement for the purposes of deleting segments of West Street (CTH T) from the county trunk system and transferring jurisdiction to the City of Watertown and transferring jurisdiction of segments of Gypsy Road from the Town of Watertown to the City of Watertown, and

WHEREAS, the proposed agreement requires Jefferson County to remove all route markers from the within-described sections of CTH T, but leave all other traffic control devices such as speed limit signs and no parking signs in place for use or disposal by the City or Town and authorizes the other parties to the agreement to make decisions regarding access control to the affected rights-of-way in each respective municipality, and

WHEREAS, the proposed agreement is intended to promote an organized approach to traffic planning and management for the entire region, which is in the best interest of all municipalities and the motoring public at large.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Administrator is authorized to enter into an agreement substantially similar to the attached agreement with the City of Watertown and the Town of Watertown for the purposes of deleting segments of West Street (CTH T) from the county trunk system and transferring jurisdiction to the City of Watertown and transferring jurisdiction of segments of Gypsy Road from the Town of Watertown to the City of Watertown, subject to the approval of the Wisconsin Department of Transportation.

Fiscal Note: This resolution will have no fiscal impact.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by
Highway Committee

10-11-16

J. Blair Ward: 10-03-16

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 

INTERGOVERNMENTAL
JURISDICTIONAL TRANSFER AGREEMENT BETWEEN
THE CITY OF WATERTOWN, TOWN OF WATERTOWN AND JEFFERSON COUNTY

DELETING SEGMENTS OF WEST STREET (CTH T) FROM THE COUNTY TRUNK SYSTEM
AND TRANSFERRING JURISDICTION TO THE CITY OF WATERTOWN, AND,

TRANSFERRING JURISDICTION OF SEGMENTS OF GYPSY ROAD (LOCAL HIGHWAY)
FROM THE TOWN OF WATERTOWN TO THE CITY OF WATERTOWN

WHEREAS, this shall constitute an Intergovernmental Jurisdictional Transfer Agreement ("Agreement") between the City of Watertown ("City"), the Town of Watertown ("Town"), and Jefferson County ("County"), (collectively the "parties"), and,

WHEREAS, Wis. Stat. § 83.025(1) allows a county to make deletions from the county trunk system with the approval of the Wisconsin Department of Transportation and the majority of the governing bodies of any city, village or town affected by the deletion from a county trunk system; and, whereas this Agreement is intended to accomplish the foregoing and memorialize the approval thereof; and,

WHEREAS, Wis. Stat. § 82.03(10) enables a town board to approve deletions from the county trunk system; and,

WHEREAS, Wis. Stat. § 82.03(15) enables agreements by/with other government bodies that accomplish the jurisdictional and acquisitional objectives described above and that are the subject of this Agreement with respect to certain segments of Gypsy Road lying in the Town; and,

WHEREAS, the parties have cooperated in developing this jurisdictional transfer and acquisition; and,

WHEREAS, the functional and jurisdictional relationship of present county trunk systems as well as local highway systems among the parties has been cooperatively reviewed by their respective interests; and,

WHEREAS, more particularly, the parties hereto desire and agree to delete a segment of West Street (CTH T) from the county trunk system within the City and Town, *to wit*:

That segment of West Street (CTH T), from a point 0.07 miles west of and including its intersection with E. Horseshoe Road, west, to the intersection with and including Gypsy Road -- a distance of 0.37 miles; and,

WHEREAS, more particularly and additionally, the Town desires and agrees by this Agreement to transfer jurisdictional ownership from the Town to the City to effect an identically purposed jurisdictional transfer of ownership for segments of Gypsy Road, *to wit*:

That segment of Gypsy Road, from its intersection with and including West Street (CTH T), north, to the intersection with and including HWY 19 -- a distance of 0.53 miles; and,

WHEREAS, the parties acknowledge that this Agreement promotes an organized approach to traffic planning and management for the entire region, which is in the best interest of all municipalities and the motoring public at large;

NOW, THEREFORE, the parties agree as follows:

- I. That consistent with, and relying upon, the foregoing objectives, mutual desires, agreement and statutory authority, jurisdictional ownership and rights and responsibility is hereby acquired by the City with respect to the within-described segments of CTH T (via county trunk system deletion and Town agreement to transfer), and, the within-described segments of Gypsy Road (via Town agreement to transfer) as of the execution of this Agreement and the subsequent adoption of a resolution by the Watertown City Common Council;
- II. That the parties hereto by their representative signatures below acknowledge and confirm that they have mutually entered into the necessary agreement to transfer jurisdictional ownership of the within-described segments of public right-of-way as well as intend to cause a deletion of the county trunk system consistent with and pursuant to Wis. Stat. § 83.025 and all other statutory authority cited herein as described, and, by this Agreement, effect same and accomplish the jurisdictional transfer to and acquisition by, the City, upon the within-described segments of CTH T and Gypsy Road upon approval, if necessary, by the WI DOT;
- III. That as a result of this Agreement, the City shall bear all costs of construction, maintenance and similar responsibilities attendant to its jurisdictional acquisitions under this Agreement; allocation use via State and Federal funding are within the sole purview of the City following the execution of this Agreement. The City and Town agree that sidewalks that are in existence or to be constructed on those portions of CTH T or Gypsy Road affected by this Agreement shall be maintained pursuant to Wis. Stat. § 66.0907 by the respective municipality in which the sidewalk is located. Maintenance includes, but is not limited to snow and ice removal, and repair of the sidewalk as required.
- IV. The jurisdictional transfer of CTH T shall occur consistent with Wis. Stat. § 83.025, subject to WI DOT approval, effective with adoption and publication of the Watertown Common Council Resolution incorporating by reference, this Agreement; further:
 - A. The County shall:
 - a. Remove all route markers from the within-described sections of CTH T, but leave all other traffic control devices such as speed limit signs and no parking signs in place for use or disposal by the City or Town according to need.
 - b. Upon execution of this Agreement and during any maintenance or construction efforts on either or both described portions of the rights-of-way affected by this Agreement, make reasonable allowances for the other to

make decisions regarding access control to the affected rights-of-way in each respective municipality.

B. The City shall:

- a. Accept jurisdiction from the County and Town as a result of (1) the deletion of county trunk system status, and, (2) this Agreement, which represents an agreement "with other government bodies" pursuant to Wis. Stat. §§ 83.025(1), 82.03(15) and 82.03(10)) whereby the Town also approves the deletion as to CTH T and, additionally, approves jurisdictional transfer of ownership upon the affected segments of both right-of-ways described in this Agreement to the City.
- b. The jurisdictional transfer includes, but is not limited to, all drainage structures (e.g. storm sewers, sanitary sewers or combination of both) lighting, signing, traffic signals, roadway maintenance, sidewalk maintenance, trail maintenance, and access control.
- c. The jurisdictional transfer shall occur at no cost to the City and City shall be entitled to transportation aids, if any, commencing the day after the transfer is effective.

C. The Town shall:

- a. Do or accomplish whatever deemed necessary by the City or County to give force or effect to accomplishing the objectives of this Agreement.

The parties acknowledge that the consent and approval of the Wisconsin Department of Transportation (WisDOT) may be required for this jurisdictional transfer and agree to work together to obtain the consent and approval of WisDOT.

[SIGNATURE PAGE FOLLOWS]

JEFFERSON COUNTY

CITY OF WATERTOWN

BY: _____
Ben Wehmeier
County Administrator

BY: _____
John David
Mayor

DATED: _____

DATED: _____

Approved as to form:

Approved as to form:

J. Blair Ward
Corporation Counsel
State Bar No. 1023831

William V. Gruber
City Attorney
State Bar No. 1042847

TOWN OF WATERTOWN

BY: _____
Town Chairperson
Print name: _____

DATED: _____

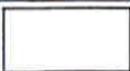
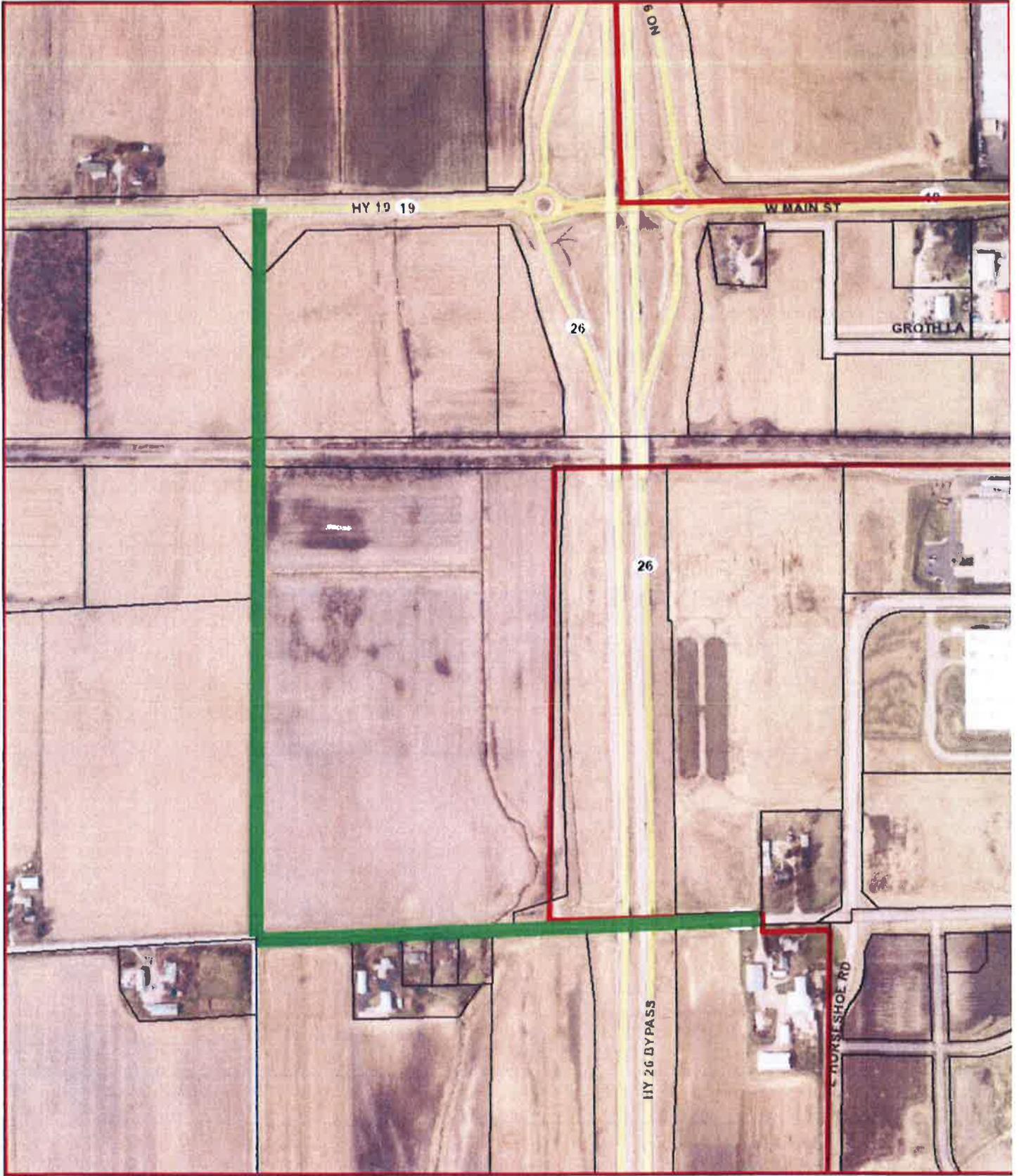
Counter Signature:

BY: _____
Town Clerk
Print name: _____

DATED: _____

Approved as to form:

BY: _____
Town Attorney
Print name: _____
State Bar No.: _____



Parcels



City Limits



Proposed Jurisdictional Transfer



 **WATERTOWN**
Waterbury County, ND

City of Watertown Geographic Information System

Scale:  Printed on September 8, 2016
Author: Private User

SCALE BAR = 1"
DISCLAIMER: This map is not a substitute for a professional survey or other engineering. The accuracy of the map is limited to the quality of the data used in its creation and the accuracy of the data used in its creation.

ORDINANCE NO. 2016-____

Amending Personnel Ordinance HR0360, Hours of Work, Overtime and Compensatory Time to allow for pay-out of accumulated compensatory time throughout the yearExecutive Summary

Personnel Ordinance HR0360, Hours of Work, Overtime and Compensatory Time, addresses rules surrounding the accumulation and use of compensatory time. Compensatory time is not meant to be used as a vacation supplement, but rather as a means to supplement hours as workload may peak and ebb throughout the year. Compensatory time should be taken within thirty days of the date it is earned, whenever possible, to try to avoid banking a large amount of compensatory time that may result in a large cash payout at the end of the year. Non-exempt employees may accumulate a bank of up to 240 hours of compensatory time (equal to 160 hours of overtime), which may be replenished as an employee uses compensatory time.

Currently, any compensatory time not used by November 30 is paid out on the next regular paycheck in December and is not allowed to be carried over into the next calendar year except in unique and/or exceptional situations due to Wisconsin Retirement consequences. The Personnel Ordinance is silent on the matter of allowing employees to “cash out” all or a portion of compensatory time at any other time during the year. However, it *may* be advantageous to the employee *and* the County to allow a periodic pay-out. Examples include: the employee has an immediate financial hardship and the department has overtime budgeted; federal, state, grant or other funding may be able to be used mid-year to cover the payout, but would not be available if the County waited until November 30; and, the department is experiencing vacancies or leaves of absence and will be unable to grant the time off and knowing the cost of the payout earlier can assist in budget adjustments throughout the year. The proposed ordinance amendment was drafted to minimize potential problems associated with providing the option of a discretionary pay-out of compensatory time throughout the year. These include a department going over-budget in wages; an employee accumulating another large bank of compensatory time resulting in either additional time off or another payout that was not anticipated; and calculating previous year Wisconsin Retirement payments with interest (to avoid paying interest on compensatory time pay-outs, the compensatory time needs to be paid out in the same year it was earned).

On September 20, 2016, the Human Resources Committee reviewed language amending Personnel Ordinance HR0360, Hours of Work, Overtime and Compensatory Time, as proposed by the Human Resources Director. The amendment would provide the opportunity for a discretionary pay-out of accumulated compensatory time throughout the year, but would also alleviate the County’s future liability or risk associated with said pay-out. After consideration of the proposed revision, the Human Resources Committee is recommending an amendment to HR0360, Hours of Work, Overtime and Compensatory Time, providing the option of a discretionary pay-out of compensatory time throughout the year upon request of the employee and approval by the department head and Human Resources Director.

WHEREAS, it may be mutually beneficial to both the employee and the County to allow a discretionary pay out of compensatory time upon request of the employee and approval by the department head and Human Resources Director.

NOW, THEREFORE, BE IT RESOLVED that the Human Resources Committee supports and recommends the amendment of Section HR0360, Hours of Work, Overtime and Compensatory Time, to allow pay-outs of compensatory time upon request of the employee and approval by the department head and Human Resources Director.

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

Section 1. Section HR0360 (B) (5), Hours of Work, Overtime and Compensatory Time, is amended as follows and articles (e), (f) and (g) are re-lettered accordingly:

HR0360 HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

B. Non-Exempt Employees

5. When accrual of compensatory time is authorized, the following provisions shall apply:

- a. Department heads shall have full responsibility and discretion for limiting the amount of compensatory time earned, providing it is equal to or less than the maximum established below. [cr. 12/13/11, ord. 2011-21]
- b. An employee must have the appropriate department head's prior approval to use accumulated compensatory time. The dates when compensatory time off shall be granted shall be determined by agreement between the employee and the employee's department head.
- c. Whenever possible, compensatory time is to be taken within thirty (30) days of the date it is earned, and taken with the prior approval of the department head. The use of compensatory time must not conflict with the needs of the department. Under normal circumstances, it is expected that compensatory time be used on an on-going basis as the workload permits, and not as a vacation supplement or addition.
- d. The maximum amount of compensatory time which may be accumulated is 160 hours of overtime worked or 240 hours of compensatory time. An employee who has accrued the maximum number of hours of compensatory time may reduce the hours below the maximum by the use of time off and resume accrual of compensatory time. [am. ord. 2006-

30, 3/13/06; am. 12/13/11, ord. 2011-21; am. 12/09/14, ord. 2014-32].

- e. An employee may request all or a portion of earned compensatory time to be paid out at any time during the year, providing it is paid out in the same year it was earned. Approval of a pay out of compensatory time request will require the approval of the department head and the Human Resources Director and shall not impose any disadvantage to the County. The maximum amount of accumulated compensatory time allowed shall be reduced by the number of hours paid out.
- e.f. Any compensatory time not used by November 30 shall be paid on the next regular paycheck in December. On-call Intake Social Workers may request to carry over a maximum of 80 hours of compensatory time by November 30. The decision to authorize the carryover of compensatory time is at the discretion of the Human Services Director and in no case shall banked compensatory time exceed 240 hours. [cr. ord. 2014-32, 12/09/14]
- f.g. If employment is terminated, any unused compensatory time will be paid to the employee at the regular rate of pay at the time of termination, or the average of the rate of pay over the last three years, whichever is greater. [am. 12/13/11, ord. 2011-21]
- g.h. The department head or designee is responsible for completing permanent time records for all non-exempt staff and ensuring that appropriate records for paid time off are provided to Human Resources for both non-exempt and exempt staff.

Section 2. This ordinance shall be effective after passage and publication as provided by law.

Fiscal Note: There is no fiscal impact.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by Human Resources Committee

10-11-16

Terri M. Palm: 09-16-16

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 

Authorization to enter into a contract for asbestos/hazardous material removal and disposal for the former Jefferson County Highway site on Woolcock Street

Executive Summary

As part of the County's transition from the old highway site to the new facility, the County engaged with The Sigma Group to conduct a Phase 1 and Phase II environmental study to assist the County in planning for the decommissioning of the property. As part of these studies, the consultant analyzed the buildings for asbestos and other hazardous material that would need to be remediated prior to any additional work being done. The Sigma Group developed the scope of work and bid documents for purposes of public bidding. The County opened these bids on September 29th. The Sigma Group reviewed the submitted bids for responsiveness and completeness. Based on their review they find all three bidders are qualified and provided a responsible bid in response to the bid package. As such they recommended to the County to award the contract to Balestrieri of Elkhorn, WI. In addition, they recommend a contingency of \$5,000 be considered. The Infrastructure Committee reviewed the bid tab results and the recommendations of The Sigma Group on October 5th and took action to forward this resolution to the County Board for its consideration.

WHEREAS, the Executive Summary is hereby incorporated by reference into this resolution, and

WHEREAS, bids were solicited for asbestos/hazardous materials removal and disposal from the former Highway Site at 141 West Woolcock Street, and

WHEREAS, the following bids were received:

Balestrieri Elkhorn, Wisconsin	\$38,180
KPH Milwaukee, Wisconsin	\$60,200
Robinson Brothers Waunakee, WI	\$71,252

WHEREAS, the Infrastructure Committee has reviewed the bids and determined that Balestrieri is the lowest responsible bidder for the project, and

WHEREAS, the Infrastructure Committee recommends accepting the bid of Balestrieri in the amount of \$38,180.

NOW, THEREFORE, BE IT RESOLVED that the County Administrator is authorized to enter into a professional service contract with Balestrieri, Elkhorn, Wisconsin, in the amount of \$38,180 for asbestos/hazardous materials removal and disposal from the former Highway Site at 141 West Woolcock Street with an additional contingency allowance of \$5,000 authorized upon the County Administrator's approval.

Fiscal Note: Adequate funds for this project are in the Capital Projects Fund that has been carried over from prior year's issuance of bonds for the demolition of the old Highway Facility.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by Infrastructure Committee
Ben Wehmeier: 10-05-16

10-11-16

REVIEWED: Administrator [Signature]; Corp. Counsel [Signature]; Finance Director [Signature]

**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 official zoning map of Jefferson County, filed for public hearing held on August 18 and September 15, 2016, 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 R3914A-16, R3921A-16, R3922A-16,
R3923A-16, R3924A-16, R3925A-16, R3926A-16, R3927A-16, R3928A-16**

DATED THIS TWENTY-SIXTH DAY OF SEPTEMBER 2016

Donald Reese, Secretary

**THE PRIOR MONTH'S AMENDMENTS R3885A-16, R3886A-16, R3911A-16,
R3913A-16, R3915A-16, R3916A-16, R3917A-16, R3918A-16, R3919A-16 AND R3920A-16
ARE EFFECTIVE UPON PASSAGE BY COUNTY BOARD, SUBJECT TO WIS. STATS.
59.69(5).**

Deb Magritz: 10-03-16

10-11-16

ORDINANCE NO. 2016-__

Amend Zoning Ordinance

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the official zoning map of Jefferson County, and

WHEREAS, Petition R3914A-16 was referred to the Jefferson County Planning and Zoning Committee for public hearing on August 18, 2016; and Petitions R3921A-16, R3922A-16, R3923A-16, R3924A-16, R3925A-16, R3926A-16, R3927A-16 and R3928A-16 were referred for public hearing on September 15, 2016, 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 official zoning map of Jefferson County as follows:

FROM A-1, EXCLUSIVE AGRICULTURAL; A-3, AGRICULTURAL/RURAL RESIDENTIAL; AND N, NATURAL RESOURCES TO A-2, AGRICULTURAL AND RURAL BUSINESS

Rezone PINs 022-0613-3024-000 (32 acres), 022-0613-3013-001 (4.8 acres), 022-0613-3021-002 (15.435 acres) and 022-0613-3031-000 (2.1 acres) for an existing campground. The site is in the Town of Oakland at **N3080 East Rockdale Road**. R3921A-16 – Valley View Recreation Club Inc.

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

Rezone 1.2 acre of PIN 008-0715-0222-002 (38.901 acres) for a new residential building site on **Koschnick Road** in the Town of Farmington. This utilizes the last available A-3 zone for the property; therefore, approval is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval, receipt by Zoning of a suitable soil test and approval and recording of a final certified survey map for the lot. R3914A-16 – Wilbur Miller

Rezone to allow for the creation of up to a 2-acre lot around the home at **W6892 County Road J** in the Town of Jefferson from PINs 014-0614-1732-000 (36.6 acres) and 014-0614-1733-000 (39.4 acres). This action is conditioned upon approval and recording of a final certified survey map clearing up parcel lines, including extraterritorial plat review if necessary. R3922A-16 – George Sayre

Create a 1.2-acre lot around the home at **W7602 Island Church Road** from PIN 030-0813-1333-000 (39.229 acres) and a 5.8-acre lot around the farm buildings across the road on PIN 030-0813-2422-000 (40 acres). The site is in the Town of Waterloo. This utilizes the last available A-3 zone for the south side of Island Church Road; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon receipt of a suitable soil test for the lot south of Island Church Road, and approval and recording of a final certified survey map for both lots. R3923A-16 – Michael Wells/Raymond & Lucille Wells Trust property

Create a 1.2-acre building site on **Riess Road** in the Town of Aztalan from part of PIN 002-0714-2733-003 (5.431 acres). This utilizes the last available A-3 zone for the property; therefore, rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval, receipt of a suitable soil test and approval and recording of a final certified survey map for the lot, including extraterritorial plat review if necessary. R3924A-16 – Michael Burow

Rezone to create a 1-acre building site on **Popp Road** from part of PIN 002-0714-2842-000 (16.113 acres) in the Town of Aztalan. This action is conditioned upon road access approval, receipt of a suitable soil test, and approval and recording of a final certified survey map for the lot. R3925A-16 – Carol Gross

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

Create a 1.8-acre building site on Riess Road, a 4-acre A-3 zone around the home at **W6064 Riess Road** and a 5.6-acre Natural Resource zoned lot adjacent, all from PIN 002-0714-2733-000 (46.3 acres) in the Town of Aztalan. This utilizes the last available A-3 zone for the property; therefore rezoning is conditioned upon recording of an affidavit acknowledging that fact. It is further conditioned upon road access approval and soil test for the vacant lot, and approval and recording of a final certified survey map for all lots, including extraterritorial plat review if necessary. R3926A-16 & R3927A-16 – Michael Burow & Carol Gross

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

Rezone 10 acres of PIN 016-0514-0232-000 (40 acres) for transfer of ownership. The site is in the Town of Koshkonong on **Bark River Road**. Rezoning is conditioned upon road access approval and approval and recording of a final certified survey map, including extraterritorial plat review, if necessary. R3928A-16 - Dennis Jones/Jerry Brokl & Dennis Jones property

The above rezonings shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date.

Ayes _____ Noes _____ Abstain _____ Absent _____ Vacant _____

Requested by
Planning & Zoning Committee

10-11-15

Deb Magritz: 10-03-16

REVIEWED: Administrator ; Corp. Counsel ; Finance Director 