



**AGENDA FOR THE
JUNEAU COUNTY BOARD OF SUPERVISORS
April 16, 2013
COUNTY BOARD ROOM-ROOM 200**

- * 9:30 a.m. Call to Order
 Roll Call
 Opening Prayer/Pledge of Allegiance
- * 9:35 a.m. Approve minutes of March 19, 2013 Meetings of the Juneau County Board of Supervisors
- * 9:40 a.m. Reappoint Mike Kelley & Carl Wildes to Juneau County Human Services Board to 2016????
- * 9:45 a.m. JCIARS Informational Meeting- Herb Dannenburg
- *10:15 a.m. Resolution 13-22*Older Americans Month 2013 Proclamation
- *10:20 a.m. Resolution 13-23*Supporting Continuing the \$30.00 per Document Recording Fee and Re-allocation of the \$5.00 Redaction Fee to the Land Records Modernization Program
- *10:25 a.m. Resolution 13-24*Authorizing an Intergovernmental Solid Waste Disposal Agreement Between Juneau County and Adams and Monroe Counties
- *10:30 a.m. Resolution 13-25*Acceptance of State Highway 80 Land Dedicated to the County by the Estate of Alvin W. Fish
- *10:35 a.m. Resolution 13-26*Authorizing County Forest Land Purchase for the Yellow River Unit Expansion Project (Acquisition in Packet)
- *10:55 a.m. Resolution 13-27*Formation of the Trout Lake District
- *11:05 a.m. Resolution 13-28*County Migration to the WISCOM Radio System
- *11:15 a.m. Motion to fill position of Site Manager in the Aging Department
 Motion to fill position of Juvenile Intake Worker/JCAN in the Department of Human Services
 Motion to fill position of Human Services Worker I-IV in the Department of Human Services
- *Reports:
- *11:20 a.m. Zoning-Dave Donnelly

Committee Reports:

Handouts:

Any Questions:

These times are estimates only

Services to the handicapped will be provided. If special accommodations are needed, please notify the sponsoring committee by calling 847-9300 phone number. Attention: This notice must be posted on the bulletin board in the Courthouse prior to the meeting in order to conform with 19.83 and 19.84 Wis. Stats.

**MEETING OF THE
JUNEAU COUNTY BOARD OF SUPERVISORS**

April 16, 2013

Chairman Peterson called the Juneau County Board of Supervisors meeting to order at 9:30 a.m.

Roll Call: 21 present- Arnold, Brounacker, Brown, Carlson, Feldman, Granger, Kelley, Kolba, Koscal, Lally, Larson, Marchetti, Niles, Robinson, Seamans, Tadda, Wafle, Wenum, Willard, Wollmer, Peterson.

Carlson led the opening prayer followed by the Pledge of Allegiance.

Motion by Wafle and seconded by Koscal to approve the minutes of the March 19th, 2013. All in favor, motion carried.

Motion by Arnold and seconded by Carlson to reappoint Mike Kelley and Carl Wildes to the Juneau County Human Services Board to 2016. All in favor, motion carried.

JCAIRS Informational Meeting – Herb Dannenberg

Mr. Dannenberg questioned, and agreed to update the County Board of Supervisors on a quarterly basis.

1. The Grandstand is completed.
2. They are organizing a planning committee to address building plans and permit issues.

Other topics included:

- a) Sediment evaporation pond –DNR approved.
- b) Excavated dirt will be used at the landfill.
- c) Roads –seal coated
- d) June Dairy Breakfast will be held at the fairgrounds June 1, 2013.
- c) Robert Holig Dairy Building - discussion and letter by Joan Holig

Discussion: Brown, Weiss, Nathan Thiel, Wafle, Feldman, Lasker, Kelley
If any buildings, roads, or permits are approved the County should be advised.

Resolution 13-22 * Older Americans Month 2013 Proclamation

Motion by Kelley and seconded by Marchetti.

All in favor, motion carried.

Resolution 13-23 * Supporting Continuing the \$30.00 per Document Recording Fee and Re-allocation of the \$5.00 Redaction Fee to the Land Records Modernization Program.

Motion by Brown and Seconded by Granger to adopt.

Roll call: 21 ayes

Motion carried.

Resolution 13-24 * Authorizing and Intergovernmental Solid Waste disposal Agreement between Juneau County, Adams County and Monroe County.

Motion by Arnold and seconded by Kolba to adopt.

Discussion: Wenum, Brounacker, Brown, Niles.

Brounacker asked if we will have to address the issue again in March 2019.

Brown indicated that there is a 5year renewal built into the contract unless contested.

Brown indicated that people or contactors that have building refuse would have to contract a service for disposal. Monroe County will allow contractors to dispose of building materials. Private individuals would have to take building materials to Adams County.

Roll call: 21 ayes

Motion carried.

Resolution 13-25 * Acceptance of State highway 80 Land Dedicated to the County by the Estate of Alvin W. Fish.

Motion by Larson and seconded by Marchetti to adopt.

The resolution is correcting a survey map error.

All in favor, motion carried.

Resolution 13-26 * Authorizing County Forest Land Purchase for the Yellow River Unit Expansion Project.

Motion by Larson and seconded by Arnold to adopt.

Brian Loyd gave a power point presentation.

Carlson called for question.

Roll call: 21 ayes

Motion carried.

Resolution 13-27* Formation of the Trout Lake District

Motion by Larson and seconded by Arnold to adopt.

Roll call: 21 ayes

Motion carried.

Resolution 13-28 * Migration to the WISCOM Radio System

Update of the Resolution was on each Supervisors desk.

Motion by Brown and seconded by Willard to adopt.

Discussion: Peterson, Oleson, Niles, Brown, Gervase Thompson.

Brown called for question.

Roll call: 21 ayes

Motion carried.

Motion by Arnold and seconded by Marchetti to fill position of Site Manager in the Aging Department. All in favor, motion carried.

Motion by Willard and seconded by Arnold to fill the position of Juvenile Intake Worker/JCAN in the Department of Human Services. All in favor, motion carried.

Motion by Arnold and seconded by Koscal to fill the position of Human Services Worker I-IV in the Department of Human Services. All in favor, motion carried.

Reports:

Zoning – David Donnelly

Motion by Brounacker and seconded by Larson to approve the report as presented.


All in favor, motion carried.

Supervisor Willard asked that Terry Whipple provide a report to the Juneau County Board of Supervisors.

Chairman Peterson adjourned the County Board meeting to May 21, 2013 at 9:30 a.m. in the County Board Room. The Executive Committee will meet on Monday, May 13th, 2013 at 8:30 a.m. in the County Board Room to set the agenda.

The meeting was adjourned at 11:30 a.m.

I certify the preceding to be accurate and a true account of the proceedings of the Juneau County Board of Supervisors meeting on April 16, 2013. Audio tape and details of the proceedings are available in the County Clerk's Office during business hours.


Kathleen Kobylski,
County Clerk
by CAROL A. Fischer - Deputy

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



Resolution: 13-22

April 16, 2013

Older Americans Month 2013 Proclamation

Whereas, Juneau County is a county that includes, approximately five thousand eight hundred citizens aged 60 and older; and

Whereas, the Juneau County Board of Supervisors is committed to valuing all individuals and recognizing their ongoing life achievements; and

Whereas, the older adults in Juneau County play an important role by continuing to contribute experience, knowledge, wisdom and accomplishments; and

Whereas, our older adults are active community members involved in volunteering, mentorship, arts and culture, and civic engagement; and

Whereas, recognizing the successes of community elders encourages their ongoing participation and further accomplishments; and

Whereas, our community can provide opportunities to allow older citizens to continue to flourish by:

- Emphasizing the importance of elders and their leadership by publicly recognizing their continued achievements.
- Presenting opportunities for older Americans to share their wisdom, experience and skills
- Recognizing older adults as a valuable asset in strengthening American communities

Now therefore, the members of the Juneau County Board of Supervisors, Juneau County, Wisconsin, do hereby proclaim May 2013 to be Older Americans Month. We urge every citizen to take time this month to recognize older adults and the people who serve and support them as powerful and vital citizens who greatly contribute to the community.

Juneau County Board of Supervisors

<u>Herb Carlson</u>	<u>Dave Brown</u>	<u>Rae Johnson</u>
<u>Lynn Williams</u>	<u>Tom Broecker</u>	<u>Joe Gally</u>
<u>Alan K. Peterson</u>	<u>Brynn Hansen</u>	<u>Joan Karsal</u>
<u>Beverly Larson</u>	<u>Dennis Kille</u>	<u>Jackie Wagner</u>
<u>Edmund Wolf</u>	<u>Daniel Jensen</u>	<u>Margaret Marenth</u>
<u>John D. Wenz</u>	<u>Roy H. Sawyer</u>	<u>Paul Lohm</u>
<u>Jerry Miles</u>		

Adopted by the County Board of Supervisors on April 16, 2013

Kathleen Kobylski
Kathleen Kobylski, Juneau County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION #13-23

April 16th 2013

INTRODUCED BY : Land Information Council

SYNOPSIS: Supporting continuing the \$30 per document recording fee and re-allocation of the \$5 redaction fee to the Land Records Modernization Program

FISCAL NOTE: The \$5 per document redaction fee from the 6,603 documents recorded in Juneau County in 2012 generated \$33,015. If the Counties share of the fee allocated for land records modernization is increased from \$8 to \$12, the additional money earmarked for the county land records modernization program would be approximately \$26,412 per year beginning in 2015

WHEREAS, 2009 Wisconsin Act 314 established a \$30 per document recording fee for county Register of Deeds Offices, of which \$15 goes to the county general fund, \$10 is divided between the county and state for land records modernization, and \$5 goes to the Register of Deeds to locate and redact all social security numbers on electronic copies of recorded instruments, and

WHEREAS, the \$5 per document redaction fee will expire at the end of 2014 reducing the per document recording fee to \$25, and

WHEREAS, some legislation has been proposed to continue the \$5 fee past the end of 2014, but use the funds it generates for programs that are completely unrelated to land records management, and

WHEREAS, the current \$10 per document set aside for land records modernization is divided \$8 to the counties to fund county land records modernization programs and \$2 to the State of Wisconsin for program administration and land information program grants, and

WHEREAS, the Land Information Officers Network has proposed continuing the \$30 per document recording fee past the end of the 2014 and utilizing the \$5 per document previously earmarked for redaction of social security numbers to increase funding for the Wisconsin Land Records Modernization Program from \$10 to \$15 per document with \$12 to be retained by the counties for county land record modernization programs and \$3 to be sent to the State of Wisconsin for administration and land information program grants, and

WHEREAS, the Land Information Officers network proposes using the additional funds to implement county land records modernization plans that may include digitizing and maintaining real estate records housed in the county Register of Deeds offices, providing access to information on the residential property record cards (PA500), development, maintenance and enhancement of the public land survey systems, supporting integration of statewide data and providing access to these records online, and

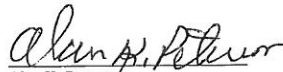
WHEREAS, the Land Information Council supports the premise that fees generated in individual counties should benefit property owners in those counties by improving land records systems and offsetting property tax levy funding that would be needed to make these enhancements,

NOW, THEREFORE, BE IT RESOLVED that the Juneau County Board of Supervisors supports legislation that would continue the \$30 per document recording fee and use the \$5 per document previously earmarked for redaction of social security numbers to increase funding for the Wisconsin Land Records Modernization Program from \$10 to \$15 per recorded document with \$12 retained by the counties for the Land Record Modernization Programs and \$3 sent to the State of Wisconsin to Fund Administration and land information program grants.

BE IT FURTHER RESOLVED that the Clerk shall forward a copy of this resolution to the Office of Governor Scott Walker, respective State of Wisconsin legislative representatives of Juneau County and the Wisconsin Counties Association.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON APRIL 16th, 2013
LAND INFORMATION COUNCIL


Roy Grapner, Chairperson


Alan K. Peterson


Edward R. Brown III

Adopted by the County Board of Supervisors of
Juneau County on April 16th, 2013


Kathleen C. Kobylski, Juneau County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION No. 13 – 24

DATE: April 16, 2013

INTRODUCED BY: Highway & Public Works Committee

SYNOPSIS: Authorizing an Intergovernmental Solid Waste Disposal Agreement Between Juneau County and Adams and Monroe Counties

WHEREAS, Adams County and the Adams County Town of Strong's Prairie have an existing agreement pursuant to Wis. Stats. Chapter 289 for the Adams County Landfill Site, which allows for out-of-county waste to come into the facility; and

WHEREAS, the Juneau County Landfill will reach waste capacity on or about June 30, 2013 and said landfill site will not be expanded; and

WHEREAS, Juneau County intends to continue providing waste disposal services to its citizens and has established a drop off site at a Juneau County site; and

WHEREAS, Juneau County seeks to utilize public landfill facilities near Juneau County, primarily in Adams and Monroe Counties; and

WHEREAS, engineering studies show that Adams County has sufficient landfill capacity remaining to accept out-of-county waste into its facility through the term of the current agreement between it and the Town of Strong's Prairie, ending in March 2019; and

WHEREAS, by working together the three counties can more effectively, conveniently and efficiently provide for the solid waste disposal and transferring needs of their citizens for many years into the future; and

WHEREAS, the counties, through their respective agents and employees, have negotiated an Intergovernmental Solid Waste Disposal Agreement, a true copy of which is attached hereto, and its terms and conditions are fair and reasonable and have already been approved by the Adams County Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does approve the attached Intergovernmental Solid Waste Disposal Agreement for Adams, Juneau, and Monroe Counties to form a solid waste disposal system that provides waste disposal options to the citizens of Juneau County; and

BE IT FURTHER RESOLVED, that County Board Chairman Alan K. Peterson and County Clerk Kathleen C. Kobylski shall be and hereby are authorized to duly execute said Agreement forthwith, as the official act of Juneau County.


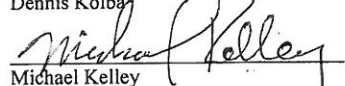
INTRODUCED AND RECOMMENDED FOR ADOPTION ON APRIL 16, 2013.

HIGHWAY & PUBLIC WORKS COMMITTEE:

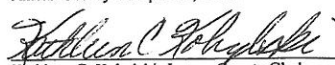

Edward R. Brown III, Chairperson


David Arnold


Rodney Seaman


Dennis Kolba

Michael Kelley

Adopted by the County Board of Supervisors of
Juneau County on April 16, 2013.


Kathleen C. Kobylski, Juneau County Clerk

INTERGOVERNMENTAL SOLID WASTE DISPOSAL AGREEMENT

For Adams, Juneau and Monroe Counties

THIS AGREEMENT, made and entered into as of the Effective Date as set forth below, by and between Adams County, a Wisconsin municipal corporation, (hereinafter referred to as "Adams"); and Juneau County, a Wisconsin municipal corporation, (hereinafter referred to as "Juneau"). The parties, collectively, are referred to as "the Counties".

WHEREAS, the Counties believe that, by working together in this Intergovernmental Solid Waste Disposal Agreement ("this Agreement"), they can more effectively and efficiently provide for the solid waste disposal and transferring needs of their citizens for many years into the future; and

WHEREAS, by working together on a coordinated multi-county plan for solid waste disposal and transferring, the Counties can ensure their citizens adequate licensed capacity for solid waste disposal for the foreseeable future; and

WHEREAS, despite the Agreement to work together for the common good of all three (3) Counties, the Counties are not merging their solid waste disposal drop off sites and transferring facilities at this time; rather, each of the Counties retains autonomy in the ownership of its assets and in the negotiations of its contracts with customers; and

WHEREAS, the Counties expect their cooperative efforts to generate savings and income which will benefit the respective Counties.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the Counties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each County for itself, the Counties do agree as follows:

1. Cooperative Agreement. The counties agree to work together to implement this plan for the transfer and disposal of Juneau solid waste to the Adams and, or Monroe County Landfills.
2. Lands Subject To This Agreement. The Counties agree to maintain their respective licenses and to obtain and maintain any permits contemplated by this Agreement.
3. Term. At such time as the Counties are prepared to begin transferring and disposing of solid waste from Juneau, the three (3) Counties shall agree upon a date to begin transferring and disposal operations under this Agreement. Counties agree to an initial five (5) year term of this Agreement, provided that it shall automatically renew for a second five year term unless terminated by written notice given by any party not less than ninety (90) days prior to the end of the initial term. Thereafter, any County may terminate its participation in this Agreement upon ninety (90) day prior written notice of intent to terminate to the other Counties.

4. Cooperative Landfill Plan. This Cooperative Landfill Plan ("CLP") designates Adams and Monroe as the receiving Counties for the Solid Waste under the control and management of Juneau after the Juneau Landfill is full and closed. The receiving Counties will invoice Juneau monthly at the normal posted Landfill Charges. Drop off site, transfer station and hauling costs will be done by the respective Counties. The receiving Counties agree to back each other up in the case of an emergency that would render one of the landfills unable to accept additional waste for a given period of time.
5. Cost Distribution. Three (3) types of costs have been identified: drop off-transfer station and hauling costs, disposal costs and administration costs. These are more particularly described and allocated in this section.
 - A. Drop Off Site-Transfer Station and Hauling Costs. Each County is responsible for the cost of hauling its waste to the landfill designated in the CLP as the Receiving County for the year of disposal. Each County is also responsible for the costs of establishing, operating and maintaining its drop off site and or transfer station, if it chooses to use a transfer station.
 - B. Disposal Costs. The cost per ton for landfilling solid waste is based on the established fees set by the accepting landfill and/or through mutual agreement by the counties. Disposal costs shall be billed monthly based on actual tonnage disposed and recorded by State licensed scale. State or federally imposed surcharges can be passed through directly without mark-up by increasing tipping fees, and accordingly, without further approval of the other Counties.
 - C. CLP Administration Costs. Counties entering into this Agreement will remain responsible for all of their Administration and operational costs, including but not limited to salaries, supplies, utilities, intra-county charges, etc. In addition continuing licensing (and permitting, if applicable) costs shall be borne by the County incurring such costs.
6. Program Monitoring And Adjustments. Semiannual operational meetings shall be held to discuss plan variances, improvements and market conditions. Annual adjustments to the CLP shall be made and agreed to in writing by the respective County oversight Committee/Board and/or department heads from each County by August 1 for the following calendar year, prior to submission of the departmental budget to the respective Boards. If unanimous consent cannot be negotiated, the items in dispute will be handled according to the Dispute Resolution section of this Agreement.
7. Tonnage Deviations. To the extent its capacity permits, each Receiving County in a particular year agrees that it will accept up to one hundred five percent (105%) of the solid waste tonnage agreed upon by the three (3) Counties.

8. Year-End Reconciliation. Counties agree to freely share financial and receiving tonnage information and to work together to analyze costs to be assured that landfill disposal costs remain as low as possible for the citizens of the Counties entering into this Agreement.
9. Monthly Invoices. Monthly invoices shall be issued by the Receiving County based on actual tonnage delivered and the costs per ton.
10. Special Wastes. For the purposes of this CLP, "special waste" is defined as any waste from a commercial or industrial activity, other than municipal solid waste, construction/demolition waste and paper mill sludge. Special wastes currently being accepted by any of the three Counties are expected to be accepted at the Receiving County provided that proper documentation is submitted (by the County(ies) currently accepting such waste) to the other two Counties within three (3) months of the Effective Date of this Agreement. The other two Counties have the responsibility for obtaining any applicable Wisconsin Department of Natural Resources (WDNR) approval within six (6) months of receiving the proper documentation for any special waste for which the Receiving County is not already approved. If the Receiving County cannot get WDNR approval within such period, the Receiving County shall, within 30 (30) days, notify the potential shipping county that the Receiving County cannot get WDNR approval. The landfilling of special wastes, as defined above, not currently being accepted by one of the Counties, requires the unanimous approval of all three Counties, subject to all applicable WDNR rules, before such waste can be shipped to a Receiving County.
11. Alternate Daily Cover. All three Counties shall work together to maximize the use of alternate daily cover to conserve air space.
12. Capacity Update. Every year by November 1, each County shall submit to the other two (2) Counties an updated, written statement of its remaining licensed capacity.
13. Local Rules. Each County and any third (3rd) party agent of such County shall abide by all applicable laws, regulations, codes and local rules for disposal of solid waste at the Receiving Counties: Each County and any third (3rd) party agent of such County shall abide by the applicable local rules and ordinances relating to the hauling of solid waste in, or through, any one (1) or more of the Counties.
14. No Merger. The assets of each County remain the separate assets of the respective Counties since there is no merger of the Counties' landfills or governing boards. Closure and Long Term Care Funds, as well as contingency and reserve funds, remain the separate assets of the respective Counties. Additional programs not specifically listed in this Agreement, including but not limited to household hazardous waste, gas to energy and composting, remain the separate programs of the respective Counties and are not subject to the terms of this Agreement. The

liabilities of each County, including but not limited to long term debt, remain separate to the extent permitted by law for separate entities. Each County is responsible for compliance with, and the costs of, its local operating Agreement.

15. Indemnification. Each County agrees at all times during the term of this Agreement (as well as during any renewed or extended term) to indemnify, save harmless and defend the Receiving County, its boards, officers, employees and representatives against any and all liability, losses, damages, cost or expenses which the Receiving County, its boards, officers, employees or representatives may sustain, incur or be required to pay by reason of bodily injury, personal injury or property damage or other cause of action of whatsoever nature or kind arising out of, or as a result of, any negligent act or negligent failure to act by the County or its subcontractors in connection with, or incidental to, the delivery of solid waste materials to the Receiving County. However, the provisions of this Section 15 shall not apply to liabilities, losses, charges, costs or expenses caused solely by, or resulting solely from, the acts or omissions of the Receiving County, its boards, officers, employees or representatives. Notwithstanding anything to the contrary in this Section 15, the Counties are not waiving any procedures required by, or any rights the Counties may have under, Section 893.80, Wisconsin Statutes.
16. Dispute Resolution. **The Counties expect that their respective staffs will resolve operational issues.** Claims or disputes among the Counties arising out of, or relating to, this Agreement (including any exhibits now or in the future incorporated herein), shall be decided either by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, or by any other alternative dispute resolution mechanism mutually agreed to by the contending Counties. In the event the Counties proceed to arbitration, the following shall govern any such proceedings.
 - A. The American Arbitration Association shall submit a panel of five (5) arbitrators to the Counties (seven [7] arbitrators if three [3] Counties are in dispute). The Counties shall be allowed alternate strikes until one (1) arbitrator remains, who shall arbitrate the dispute. The order of striking shall be determined by flipping a coin.
 - B. The costs of the arbitration proceeding (except for the filing fees, which shall be paid by the County initiating the proceeding) shall be borne equally by the Counties which are party to the arbitration. Each County shall pay its own legal fees and expenses incurred in connection with the proceeding.
 - C. Any arbitration shall take place in the City of Mauston, Juneau County, Wisconsin.
 - D. Unless otherwise agreed by the parties to the arbitration, the arbitration hearing in this matter shall be limited to one (1) day in length with the arbitrator providing each side equal time to present its case during that day.

- E. Any discovery proceeding shall be limited to the thirty (30)-day period prior to the date of the arbitration hearing. (If three [3] Counties are involved, additional time may be permitted by the arbitrator.) Notwithstanding the provisions of Subsection B above, the party requesting the discovery shall pay for all costs incurred by the opposite parties, except for attorneys' fees, related to the discovery procedure including, but not limited to, witness and reporter's fees related to deposition, photocopying fees, postage fees and delivery fees.
 - F. The arbitrator, in issuing any ruling shall issue a written decision which shall include findings of fact and conclusions of law.
 - G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.
 - H. The decision of the arbitrator shall be final and binding on all parties to the arbitration, shall be enforceable in a court of competent jurisdiction, and shall not be appealable, except as provided by state statute.
17. Notices. Any notices or reports required or permitted to be given pursuant to the terms of this Intergovernmental Agreement shall be deemed delivered as of the date of postmark if deposited in the United States Mail, first class postage attached, addressed to the Counties' addresses as set forth below. It shall be the duty of a County changing its address(es) to notify the other Counties in writing within a reasonable time.
18. Entire Agreement. The entire Agreement of the Counties is contained herein, and this Agreement supersedes any and all oral Agreements and negotiations between the Counties relating to the subject matter hereof.
19. Governing Law. This Agreement is entered into, and shall be construed in accordance with the laws of the State of Wisconsin.
20. Severability. If any provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable (and such determination is non-appealable), this Agreement shall be construed as if the invalid or unenforceable provision had been deleted from the Agreement and the balance of the Agreement shall continue in full force and effect. This Agreement shall be effective and binding on the Counties hereto when adopted by the governing body and executed on behalf of such County by each County to so execute this Agreement. Any two (2) Counties constitute an Agreement and may begin the terms of this Agreement.

IN WITNESS WHEREOF, the Counties have duly adopted a resolution approving this Agreement and have authorized their respective officers to execute this Agreement on the behalf of the County as set forth below.

Signed this _____ day of _____, 2013.

Adams County Board Chair

Adams County Clerk

Juneau County Board Chair

Juneau County Clerk

Monroe County Board Chair

Monroe County Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION No. 13 – 25

DATE: April 16, 2013

INTRODUCED BY: Land, Forestry, Parks and Zoning Committee

SYNOPSIS: Acceptance of State Highway 80 Land Dedicated to the County by the Estate of Alvin W. Fish.

FISCAL NOTE: none

WHEREAS, the Estate of Alvin W. Fish, by co-personal representatives Kathleen Kirkpatrick and E. John Conforti, has formally dedicated 5.87 acres of real estate in Section 27, Township 17 North, Range 3 East, in the Town of Clearfield, Juneau County, which is under or contiguous to State Highway 80, as appears more fully from the attached copy of the Certified Survey Map attached hereto; and

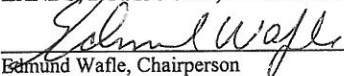
WHEREAS, pursuant to Wis. Stats. § 236.29(1), the recording of said Certified Survey Map shall be deemed to convey said property to Juneau County and vest title to the premises to the County in fee simple absolute; and

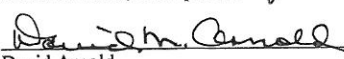
WHEREAS, acceptance of this dedicated property is in the best interests of Juneau County and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does gratefully accept from the Estate of Alvin W. Fish the 5.87 acres of real estate described in the attached Certified Survey Map and does authorize the recording of the original Certified Survey Map forthwith.

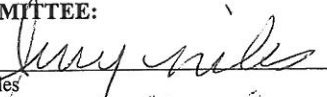
INTRODUCED AND RECOMMENDED FOR ADOPTION ON APRIL 16, 2013.

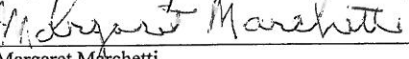
LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:


Edmund Wafle, Chairperson


David Arnold

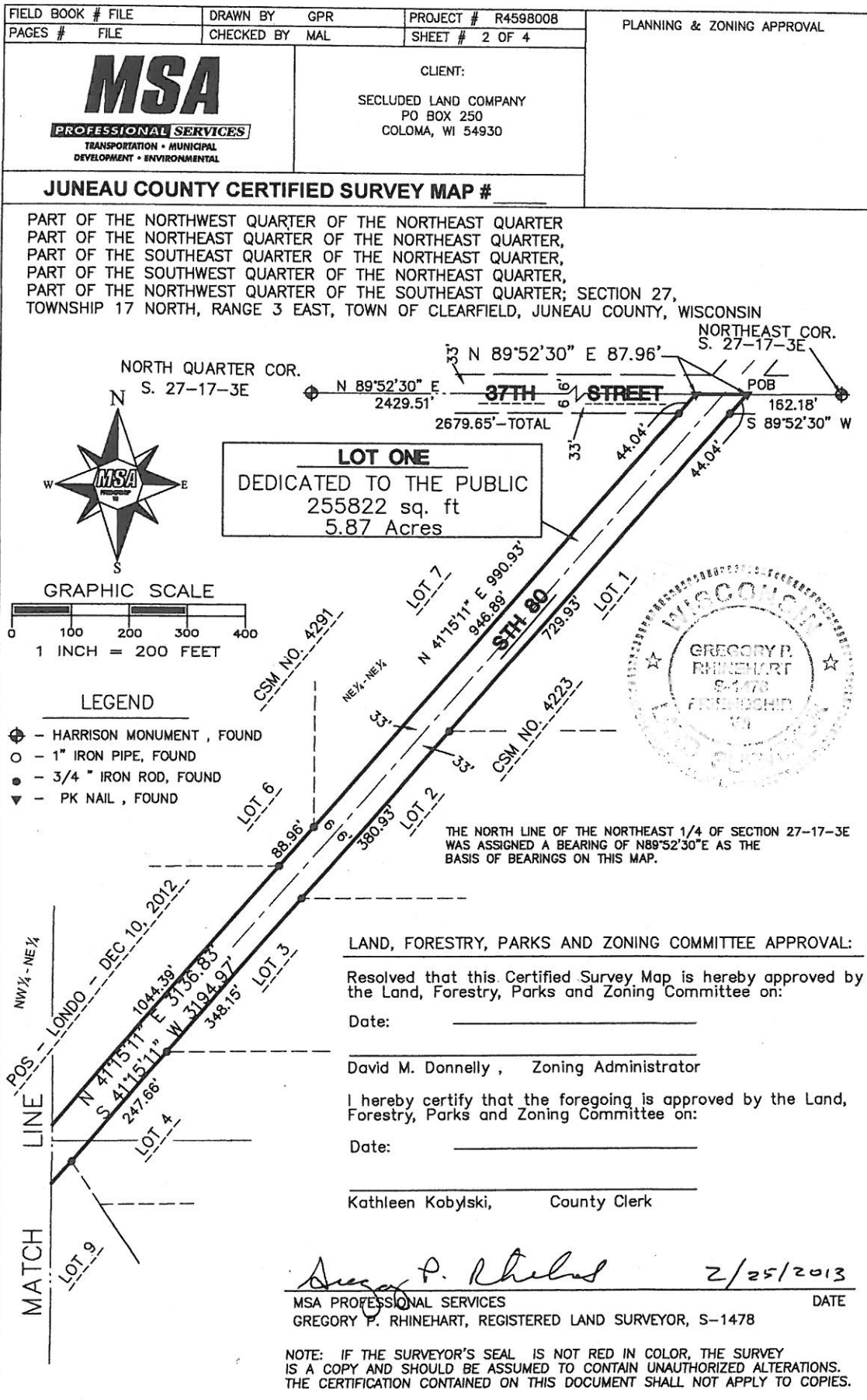

Beverly Larson


Jerry Niles



Margaret Marchetti

Adopted by the County Board of Supervisors of
Juneau County on April 16, 2013.


Kathleen C. Kobylski, Juneau County Clerk



FIELD BOOK # FILE	DRAWN BY GPR	PROJECT # R4598008
PAGES # FILE	CHECKED BY MAL	SHEET # 4 OF 4



MSA
PROFESSIONAL SERVICES

**TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL**

PO Box 349, Friendship, WI 53934
608-339-3808 Fax: 608-339-8078
Web Address: www.msa-ps.com
© MSA PROFESSIONAL SERVICES

SURVEYOR:

MSA PROFESSIONAL SERVICES, INC.
P.O. BOX 349
FRIENDSHIP, WI. 53934-0349
608-339-3808

CLIENT:

SECLUDED LAND COMPANY
P.O. BOX 250
COLOMA, WI. 54930

JUNEAU COUNTY CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER
PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER,
PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER,
PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER,
PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; SECTION 27,
TOWNSHIP 17 NORTH, RANGE 3 EAST, TOWN OF CLEARFIELD, JUNEAU COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION:

AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND
DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS
REPRESENTED ON THE PLAT. WE ALSO CERTIFY THAT THIS SURVEY MAP IS REQUIRED BY
SEC. 236.10 OR SEC. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL
OR OBJECTION:

APPROVING AUTHORITIES
THE COUNTY OF JUNEAU:

IN WITNESS WHEREOF, THE ESTATE OF ALVIN W. FISH HAS CAUSED
THESE PRESENTS TO BE SIGNED BY THE PERSONAL REPRESENTATIVES
THIS 12 DAY OF March 2013.
IN THE PRESENCE OF:

KATHLEEN KIRKPATRICK PERSONAL REPRESENTATIVE

STATE OF WISCONSIN
MILWAUKEE COUNTY, SS
PERSONALLY CAME BEFORE ME THIS 12 DAY OF MARCH 2013, THE ABOVE NAMED
KATHLEEN KIRKPATRICK
TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED THE SAME

NOTARY PUBLIC, MILWAUKEE CO. WISCONSIN
Bruce A. Pietrantonio MY COMMISSION EXPIRES 3/23/2014
BRUCE A. PIETRANTONIO

E. JOHN COFORTI PERSONAL REPRESENTATIVE

STATE OF WISCONSIN
MILWAUKEE COUNTY, SS
PERSONALLY CAME BEFORE ME THIS 12 DAY OF MARCH 2013, THE ABOVE NAMED
E. JOHN COFORTI
TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED THE SAME

NOTARY PUBLIC, MILWAUKEE CO. WISCONSIN
Bruce A. Pietrantonio MY COMMISSION EXPIRES 3/24/2014
BRUCE A. PIETRANTONIO

JUNEAU COUNTY

Resolved, that this Certified Survey Map in the town of Clearfield,
Juneau County is hereby approved by the County Board of Juneau County.

Date: _____ Approved: _____
Chairman

I hereby certify that the foregoing is a copy of a resolution adopted
by the County Board of Juneau County.

Date: _____ Approved: _____
Clerk

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION NO. 13 – 26

DATE: April 16, 2013

INTRODUCED BY: Lands, Forestry, Parks, and Zoning Committee

SYNOPSIS: Authorizing County Forest Land Purchase For The Yellow River Unit Expansion Project.

FISCAL NOTE: Administrative costs and fees of approximately \$48,000.00, payable from the Forestry Non-lapsing Account of the Lands, Forestry, Parks, and Zoning Department

WHEREAS, the Juneau County Board of Supervisors passed Resolution No. 12-65 on October 16, 2012, approving and authorizing the Administrator of the Land, Forestry, and Parks Department to act on behalf of the County in matters concerning the acquisition of a 876.04-acre property located in the Townships of Finley and Armenia (shown on the attached map) for inclusion in the Yellow River Unit of the Juneau County Forest and to take the necessary steps to prepare, submit and administer this land purchase in accordance with any grants or loans that are applied for and received for the acquisition of this property, hereafter referred to as the Yellow River Tract.

WHEREAS, Juneau County has applied for and received approval of a County Forest Project Loan from the Wisconsin Department of Natural Resources (WDNR) in an amount up to \$702,800.00 for the purchase by the County of the Yellow River Tract; and

WHEREAS, Juneau County requested assistance from The Conservation Fund in acquiring the Yellow River Tract, including real estate and grant application services; and

WHEREAS, The Conservation Fund has applied to the WDNR's Knowles-Nelson Stewardship Grant Program for approximately 50 percent of the project costs, the requested funding has been preliminarily approved, and it will reduce the cost of the Yellow River Tract to Juneau County by 50 percent; and

WHEREAS, WDNR Knowles-Nelson Stewardship Grant Program funding requires development of a Land Management Plan to define management objectives and strategies for the property consistent with Juneau County land management plans and the WDNR Knowles-Nelson Stewardship Grant Program, as well as execution of a Stewardship Grant and Management Contract; and

WHEREAS, The Conservation Fund and the current owner of the Yellow River Tract ("Seller") have agreed to the terms of sale, including a purchase price equivalent to the land value certified by the WDNR; and

WHEREAS, The Conservation Fund and Juneau County will enter into a purchase and sale agreement to convey the property to Juneau County subject to an assignment of said WDNR Knowles-Nelson Stewardship Grant Program Land Management Plan and Grant and Management Contract, with a purchase price to the County of 50% of the land value, 50% of the other project costs not likely to exceed \$6,000, and a facilitation fee of \$42,000, with all administrative costs and fees to be paid from the forestry non-lapsing account of the Land, Forestry, Parks, and Zoning Department to The Conservation Fund; and

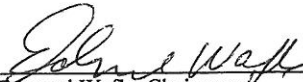
WHEREAS, the Juneau County Land, Forestry, Parks and Zoning Committee recommends approval of this resolution by the County Board;

NOW, THEREFORE BE IT RESOLVED, THAT, the Juneau County Board of Supervisors shall and hereby does authorize the Administrator of the Land, Forestry, and Parks Department, acting with advice and counsel from the Juneau County Corporation Counsel, to take any and all actions on behalf of the County as may be necessary to consummate funding and acquisition of the Yellow River Tract by the County, including execution of such documents as the WDNR Knowles-Nelson Stewardship Grant Contract and the purchase and sale agreement between The Conservation Fund and Juneau County, completion of necessary due diligence, and development of a Land Management Plan that meets all requirements and is approved by WDNR Knowles-Nelson Stewardship Grant Program; and

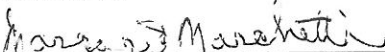
BE IT FURTHER RESOLVED, that Juneau County shall comply with State rules for these programs and meet its financial obligations under the grant and project loan.

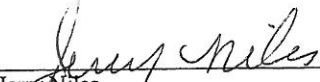
INTRODUCED AND RECOMMENDED FOR ADOPTION ON APRIL 16, 2013.

LANDS, FORESTRY, PARKS, AND ZONING COMMITTEE:


Edmund Wafle, Chairperson


David Arnold


Margaret Marchetti

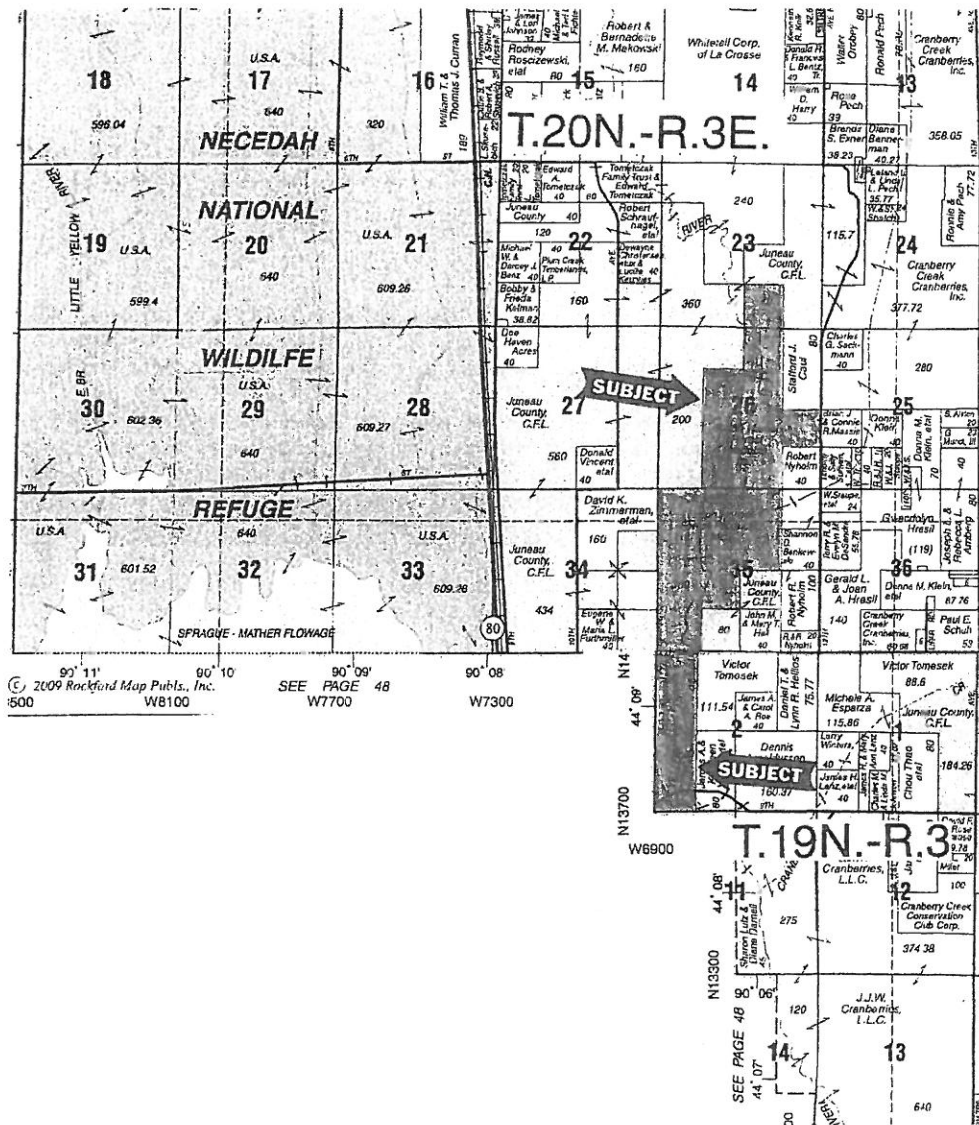

Jerry Niles


Beverly Larson

Adopted by the County Board of Supervisors of
Juneau County on April 16, 2013.


Kathleen C. Kobylski, Juneau County Clerk

Figure #2
Property Location Map



Reproduced with permission of Rockford Map Publishers, Inc., Rockford, Illinois

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION No. 13 – 27

DATE: April 16, 2013

INTRODUCED BY: Land, Forestry, Parks and Zoning Committee

SYNOPSIS: Formation of the Trout Lake District

FISCAL NOTE: none

WHEREAS, on February 11, 2013, the majority of the property owners on or contiguous to Trout Lake in the Town of Lyndon (the lots shown on the attached descriptive map) filed a Petition under Subchapter IV of Chapter 33 of the Wisconsin Statutes (Wis. Stats. §§ 33.21 to 33.37) to form Trout Lake District; and

WHEREAS, pursuant to Wis. Stats. §33.26, the Petition came on for a public hearing before the Land, Forestry, Parks, and Zoning Committee on March 11, 2013, and the Committee approved the Petition and adopted a motion to present the matter to the Juneau County Board of Supervisors for final approval; and

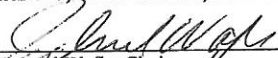
WHEREAS, final approval and an order from the Board authorizing formation of the District is provided for under Wis. Stats. § 33.26(3);

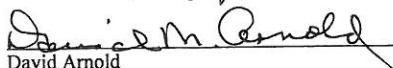
NOW, THEREFORE, BE IT RESOLVED, that, pursuant to Wis. Stats. § 33.26(3), the Juneau County Board of Supervisors shall and hereby does find that the requisite owners have signed and submitted the Petition, the proposed district is necessary to deal with current problems related to the dam at the lake and other such matters as may arise in the future, public welfare will be promoted by forming the district, and the property within the district will be benefitted by establishment of the district; and

BE IT FURTHER RESOLVED, that the Board shall and hereby does order the formation of a municipal body corporate to be known as the Trout Lake District, which shall include the lots shown on the attached descriptive map and shall exist for the purpose of carrying out the applicable provisions of Chapter 33.

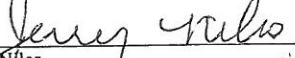
INTRODUCED AND RECOMMENDED FOR ADOPTION ON APRIL 16, 2013.

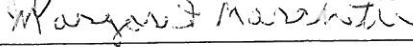
LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:


Edmund Wafle, Chairperson


David Arnold


Beverly Larson


Jerry Niles


Margaret Marchetti

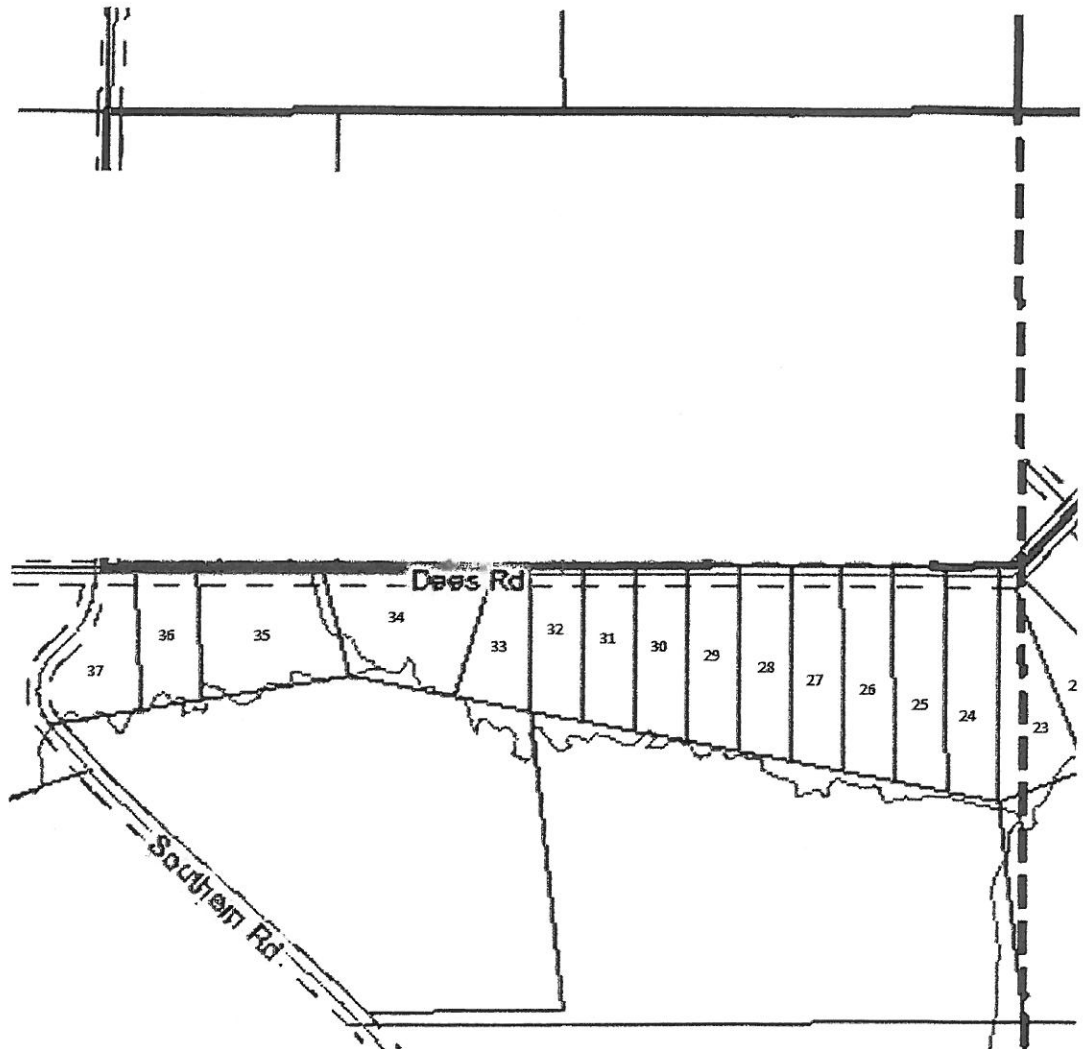
Adopted by the County Board of Supervisors of
Juneau County on April 16, 2013.


Kathleen C. Kobylski, Juneau County Clerk

1



Appendix 1B: Lots 23-37 of proposed Trout Lake District



Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION No. 13 – 28

DATE: April 16, 2013

INTRODUCED BY: Emergency Radio Committee

SYNOPSIS: County Migration to the WISCOM Radio System

FISCAL NOTE: Net cost of approximately \$1,200,000.00

WHEREAS, since complying with a federal mandate to switch the emergency radio system to narrowband, the County has had poor emergency radio communications, thereby affecting emergency responses and public safety; and

WHEREAS, the Sheriff's Office Dispatch Center is responsible for dispatching police, fire, and medical responders as the need arises; and

WHEREAS, in order to provide effective and efficient emergency services it is necessary to have effective emergency radio communications throughout the county; and

WHEREAS, the County can address the communications inadequacies by migrating to the WISCOM emergency radio system currently being utilized by the State of Wisconsin; and

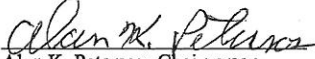
WHEREAS, the cost of said migration to the WISCOM system is expected to be approximately \$1,700,000.00, and the State of Wisconsin is willing to provide \$561,000.00 toward the cost of said migration; and

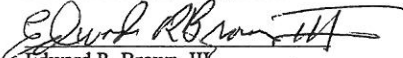
WHEREAS, the Emergency Radio Committee feels migration to the WISCOM system is the most effective method to address the Emergency radio communications issues;


NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board Of Supervisors shall and hereby does approve and authorize the County's migration to the WISCOM radio system to address emergency radio communication issues at a cost of approximately \$1,700,000.00, with \$561,00.00 of the estimated cost to be funded by the State of Wisconsin.

INTRODUCED AND RECOMMENDED FOR ADOPTION THIS 16TH DAY OF APRIL, 2013.

EMERGENCY RADIO COMMITTEE:


Alan K. Peterson, Chairperson


Edward R. Brown, III


Lynn Willard

Adopted by the County Board of Supervisors of
Juneau County on April 16, 2013.


Kathleen C. Kobylski, Juneau County Clerk