

**REGULAR SESSION
of the
JACKSON COUNTY BOARD OF SUPERVISORS**

June 15, 2020

The Regular Session of the Jackson County Board of Supervisors was called to order at 5:34 P.M., on Monday, June 15, 2020, at the Department of Health and Human Services Building in the Conference Room by Chairman Ransom.

County Clerk, Kyle Deno, took roll call with all 19 members present.

The Pledge of Allegiance was given.

Chairman Ransom asked if there were any corrections or additions to the minutes of the previous meeting. Supervisor Chamberlain made a motion to approve the minutes. This was seconded by Supervisor Higgins. Voice vote was taken with 19 present voting Aye.

RESOLUTION NO. 22-06-2020

TO: HONORABLE COUNTY BOARD OF SUPERVISORS

RE: APPROVAL OF APPOINTMENT OF CHIEF DEPUTY ADAM OLSON

WHEREAS, Jackson County has a position open in the Sheriff's Office for Chief Deputy due to the retirement of the previous Chief Deputy; and,

WHEREAS, in accordance with the General Code of Jackson County, Chapter 5, an oral interview was conducted by the Law Enforcement Committee on May 21, 2020; and,

WHEREAS, the Law Enforcement Committee, in conjunction with the Sheriff, shall appoint the Chief Deputy of the Jackson County Sheriff's Office upon approval of a majority of the Jackson County Board of Supervisors as required by Chapter 5 of the General Code of Jackson County; and,

WHEREAS, the top overall ranking candidate, Adam Olson, has successfully completed all other requirements of State Law and County General Code; and,

WHEREAS, the Law Enforcement Committee approved the appointment of Adam Olson as Jackson County Chief Deputy and approved the starting wage of 85% of Pay Group 3 and at least a 6% increase for the six-month evaluation for the Chief Deputy position, contingent upon County Board approval;

NOW THEREFORE BE IT RESOLVED, the Honorable Jackson County Board of Supervisors hereby approves the appointment of Adam Olson as Chief Deputy of the Jackson County Sheriff's Office; and,

BE IT FURTHER RESOLVED, the appointment for Chief Deputy shall become effective the first full pay period after passage.

Respectfully submitted,

Law Enforcement Committee

Isaiah Funmaker
s/Jeff Amo
s/Ray Ransom
s/Chuck Jensen
s/Ron Carney

Personnel and Bargaining
Committee

s/Ray Ransom
s/Ron Carney
s/Karen Thayer
s/Jeff Amo
s/Roger Stevens
s/Chuck Jensen
s/Alton Staff

Executive and Finance
Committee

s/Ray Ransom
s/Ron Carney
s/Karen Thayer
s/Roger Stevens
s/Jeff Amo

Supervisor Carney made a motion to adopt this resolution. This was seconded by Supervisor Greendeer Rave. Sheriff Waldera, Captain Olson and Human Resources Director, Susie Meinerz were all present for questions. Discussion took place. Voice vote was taken with 19 present voting Aye.

Resolution 23-06-2020

AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT (the "**Agreement**") shall be effective as of the 6th day of June, 2020. The parties to this Agreement are **ProVision Partners Cooperative**, a Wisconsin cooperative, surviving entity of a merger with Federation Cooperative, ("**Seller**"), located in Marshfield, Wisconsin, and **Jackson County**, a Wisconsin quasi-municipal corporation ("**Buyer**"), located with a principal place of business in Black River Falls, Wisconsin.

NOW THEREFORE, for valuable consideration conferred by the Parties, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 In consideration of the mutual promises of the parties as set forth herein, Seller agrees to sell and Buyer agrees to buy all of Seller's interest in the real property in Jackson County, Wisconsin, legally described on Attachment A (the "**Property**"). Any and all personal property located on the Property shall be removed by Seller as provided in this Agreement and shall remain the property of Seller.

ARTICLE II PURCHASE PRICE

2.1 Purchase Price. The total purchase price (the “**Purchase Price**”) to be paid by Buyer to Seller for the Property shall be Three Hundred Ninety-Five Thousand and No/100 Dollars (\$395,000.00). The Purchase Price shall be paid as follows:

- A. One Thousand and No/100 Dollars (\$1,000.00) as earnest money (the “**Earnest Money**”) which Earnest Money shall be paid to Seller within ten (10) business days of the mutual execution and delivery of this Agreement.
- B. One Hundred Thousand Dollars (\$100,000.00) as additional Earnest Money shall be paid to Seller on or before July 31, 2020. Upon commencement of demolition activities, as contemplated in Section 6.1 hereto, the Earnest Money paid as of the commencement of said demolition activities shall become non-refundable to Buyer and shall be deemed independent consideration to Seller for the engagement of such demolition activities.
- C. The balance of the Purchase Price, plus or minus any prorations, in cash or by wire transfer in immediately available funds on the Closing Date as herein defined.

ARTICLE III TITLE

3.1 Title. Seller shall provide an owner’s policy of title insurance from the Title Insurer in the amount of the Purchase Price showing good and merchantable title to the Property. Seller shall cause the Title Insurer to furnish Buyer a commitment (“**Commitment**”) for the most current Owner’s Policy of Title Insurance in the amount of the Purchase Price within thirty (30) days after the mutual execution and delivery of this Agreement. The Commitment shall include complete and accurate copies of all matters described in Schedule B thereof. The Commitment and the Schedule B documents shall collectively be referred to as the “**Title Evidence**”. Buyer shall notify Seller of any objections (“**Objections**”) to matters disclosed in the Title Evidence on or before the fifteenth (15th) day after receipt of the last item of Title Evidence. If Buyer fails to provide a list of Objections within fifteen (15) days, then Buyer shall be deemed to have approved the Title Evidence. Seller may, within thirty (30) days after receipt of the Objections, elect to eliminate or satisfy the Objections to the satisfaction of Buyer. If Seller fails to respond in writing or notifies Buyer in writing that it will not satisfy one or more of the Objections, then Buyer shall have the right to within ten (10) days to either waive the Objections and accept title subject to the Objections or terminate this Agreement and receive a return of the Earnest Money paid to date. Notwithstanding the foregoing, any Objections which can be cured by the payment of a fixed sum of money including, without limitation, payment of any mortgages, judgments, liens or other encumbrances (the “**Payment Objections**”), which remain as of the expiration of the due diligence period shall be paid at Closing from the Closing proceeds. Upon payment of the Purchase Price by Buyer,

Seller shall convey the Property to Buyer by special warranty deed, free and clear of all liens and encumbrances, except: municipal zoning ordinances and agreements entered under them, recorded easements, recorded building and use restrictions and covenants, Objections that are waived, and general taxes levied in the year of closing, which shall constitute merchantable title.

ARTICLE IV CLOSING

4.1 Closing. The Closing shall be held on October 28, 2020, at 1:00 p.m. (the “**Closing**”), or earlier date and time as mutually agreed upon by the parties. The closing shall take place at the office of River Valley Title Group, in Black River Falls, Wisconsin (the “**Title Company**”). The date and hour of closing are referred to as the “**Closing Date**.”

4.2 Seller’s Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, “**Seller’s Closing Documents**”):

- A. **Deed.** Special Warranty Deed and transfer return, in form reasonably satisfactory to Buyer, conveying the Seller’s interest in the Property to Buyer.
- B. **IRS Reporting Form.** The appropriate Federal Income Tax Reporting form, if any is required.
- C. **Other Documents.** All other documents reasonably determined by Buyer or Title Company to be necessary to transfer the Property to Buyer free and clear of all encumbrances.

4.3 Buyer’s Closing Documents. On the Closing Date, Buyer shall execute and/or deliver to Seller the following (collectively, “**Buyer’s Closing Documents**”):

- A. **Purchase Price.** The Purchase Price, by wire transfer of immediately available U.S. Federal funds, or by certified check, made payable to the trust or escrow account of the title company or closing agent.
- B. **Title Documents.** Such affidavits of Buyer, Certificates of Value or other documents as may be reasonably required by the title company to record the Seller’s Closing Documents and issue the title insurance policy.

4.4 Closing Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

- A. **Title Insurance and Closing Fee.** Seller shall pay all costs of the owner’s title policy described in Section 3.1, along with a gap endorsement. Buyer shall pay the cost of the lender’s title insurance policy (if any) and any other

title endorsements Buyer or its lender desires.

- B. **Transfer Fee.** Seller shall pay the State of Wisconsin Real Estate Transfer Fee.
- C. **Real Estate Taxes.** The Parties shall prorate the taxes for the 2020 tax year, with Seller paying for that part of the year they have owned the Property. All real estate taxes for 2019 tax year and previous are the responsibility of Seller and all real estate taxes for 2021 tax year and future are the responsibility of Buyer.
- D. **Special Assessments.** Seller agrees to pay the unpaid balances of levied, pending, certified and deferred special assessments applicable to the Property as of the date of the Closing Date.
- E. **Recording Costs.** Buyer shall pay the cost of recording all documents necessary to place record title in the condition warranted and requested by Buyer in this Agreement.
- F. **Closing and Escrow Fee.** Seller and Buyer shall each pay one-half of any reasonable and customary closing fee or charge imposed by the Title Company.

ARTICLE V "AS IS" SALE

5.1 "As-Is" Sale. The Property is being sold "AS-IS, WHERE-IS". Other than the title warranties described in Section 3.1 above and the representations and warranties described in this Article V, no representations or warranties are made by Seller concerning the condition of the Property. Seller shall not provide a real estate condition report concerning the Property, and Buyer waives receipt and rights thereto pursuant to Chapter 709 of Wisconsin Statutes. Seller agrees to permit Buyer, at Buyer's sole cost and expense, on or before July 31st, 2020 (the "**Due Diligence Period**"), through its employees and representatives, to conduct such investigation and examination of the Property as it deems necessary or advisable, and Seller will cooperate fully in such investigation, at no cost to Seller. Such investigation may include, but is not limited to, surveying, soil testing, tests for the presence of pollutants, contaminants, and toxic or hazardous substances, Phase I environmental assessment, Phase II environmental assessment, and other various tests and studies desired by Buyer. Buyer shall furnish to Seller a copy of any such tests and examinations, and Buyer agrees to keep all information relating to such tests and examinations confidential and not disclose the information to third parties (except to the extent disclosure is required by law) unless and until this transaction closes.

5.2 Buyer shall conduct its due diligence, evaluation and testing activities set forth in Section 5.1 in a good and workmanlike manner in accordance with all applicable

local, state and federal laws, regulations, rules, codes, statutes, and ordinances and industry standards. If Buyer does not close on the purchase of the Property for any reason, Buyer shall restore the Property as nearly as is reasonably possible to its original condition and Buyer shall pay for the cost of such restoration and any damages to the Property which result from Buyer's due diligence, evaluation and testing activities. Completion of any restoration to the Property shall be completed within ten (10) days of Buyer notifying Seller of Buyer's termination of this Offer. Except for any injury, death, property damage or any claims related to or arising out of the intentional misconduct or reckless disregard of Seller or its employees or agents, Buyer agrees to indemnify and hold Seller harmless from all injury, death, or property damage, or claims of any kind whatsoever arising out of or in any way incidental to Buyer's (or its agents' or employees') presence on the Property during its due diligence, evaluation and testing activities. Nothing contained in this Agreement is intended to be a waiver or estoppels of the Buyer or its insurer to rely upon the limitations, defenses, and immunities contained with Wisconsin law, including those contained within Wis. Stat. §§ 893.80, 895.52, and 345.05, as to any third parties. To the extent that indemnification is available and enforceable, Buyer or its insurer shall not be liable to any third parties in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law. The indemnification contained in this Section as to indemnification claimed by Seller for actions performed by Buyer pursuant to this Agreement shall not be limited as set forth above.

5.3 If Buyer advises Seller by written notice given on or before the expiration of the Due Diligence Period that Buyer has determined that a Buyer's inspection has revealed a material defect in the Property, then Seller shall have the right to cure such defect within 10 days of Seller's receipt of the notice of defect. If Seller can timely cure the defect in a good and workmanlike manner within 10 days of receipt (or longer time, if cure cannot reasonably be completed within 10 days), then the parties shall proceed with closing as provided in this Agreement. If Seller is unwilling or unable to cure the defects identified in the notice of defects, then this Agreement shall be null and void, at Buyer's option, and the parties shall be released from any further obligations to one another hereunder. If Buyer fails to so give the written notice of defect prior to the expiration of the Due Diligence Period, then it shall be conclusive that Buyer was afforded a full opportunity to inspect the Property, and that Buyer agrees to accept the Property AS IS, WHERE IS, except for title matters specifically addressed in this Agreement.

5.4 **Seller Representations and Warranties.** See Attachment B.

ARTICLE VI DEMOLITION OF THE IMPROVEMENTS ON THE PROPERTY AND ENVIRONMENTAL MATTERS.

6.1 **Demolition of Improvements.** Prior to Closing, Seller shall cause all above ground improvements located on the Property to be demolished and the building materials removed from the Property. Such demolition shall be performed at Seller's sole cost and expense. The improvements shall be demolished to ground level grade. The

Seller shall have no obligation to remove or otherwise fill the basement that is located on the Property, which shall be completed by Buyer post-closing at Buyer's expense if desired by Buyer.

6.2 Environmental Matters. Seller has taken action necessary to close a previously open Department of Natural Resources environmental contamination case, referenced as DNR BRRTS Activity # 03-27-548407. Buyer has been provided with the documentation of the case closure, is aware of the circumstances relating to said contamination and closure, and accepts the Property with full knowledge of the related circumstances and continuing obligations.

ARTICLE VII TERMINATION AND REMEDIES

7.1 Buyer's Remedies. If Seller materially defaults in performing any of Seller's obligations under the terms of this Agreement on the Closing Date for any reason, other than Buyer's default, Buyer shall be entitled to either (i) terminate this Agreement and receive a return of the Earnest Money, or (ii) enforce specific performance of this Agreement, as its exclusive remedies.

7.2 Seller's Remedies. Except as where a remedy is specifically provided herein, if Buyer materially defaults in performing any of Buyer's obligations under the terms of this Agreement on the Closing Date for any reason other than the Seller's default, Seller's shall be entitled to either (i) terminate this Agreement and retain any of the Earnest Money paid to Buyer as of the date of Buyer's default, or (ii) enforce specific performance of this Agreement, as its exclusive remedies.

ARTICLE VIII MISCELLANEOUS

8.1 Survival of Representations. The representations, warranties, and covenants of Seller and Buyer herein shall survive the Closing and shall not be merged into the Closing.

8.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin.

8.3 Amendments. This Agreement may not be amended or modified except by a writing signed by both parties and identified as an amendment to this Agreement.

8.4 No Assignment. Neither party may assign its rights hereunder to any third party without the prior written consent of the other party which consent shall not be unreasonably withheld; provided, that a party may assign its rights without the prior written consent of the other party to any affiliate or other entity that controls, is controlled by or is under common control with such party. Any purported assignment in violation of this

clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

8.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.

8.6 Entire Agreement. This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the parties.

8.7 Notices. All notices and other business communications between the parties related to this Agreement shall be in writing, sent by First Class Mail, postage pre-paid, addressed as follows:

If to Buyer: Jackson County
 Attn: Ray Ransom
 307 Main Street
 Black River Falls, WI 54615

If to Seller: ProVision Partners Cooperative
 c/o Rob Larson, CEO
 2327 W Veterans Pkwy
 Marshfield, WI 54449

with a copy to: Von Ruden & Nix, S.C.
 Attn: Garrett W. Nix
 4410 Golf Terrace, Suite 210
 Eau Claire, WI 54701

Notices sent by mail shall be deemed delivered on the date that they are placed in the mail, with postage pre-paid. Either party may change its address by giving written notice in compliance with this section.

8.8 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

8.9 Waiver. The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the parties.

8.10 Counterparts and Effective Date. This agreement may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the

same instrument. This agreement shall be binding when properly executed signature pages have been delivered by each party to the other, whether by delivery of an original or a copy via facsimile or electronic mail.

8.11 Attorney's Fees. Any party defaulting under this Agreement or any closing document shall pay the attorney's fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

(Signature Pages to Follow)

IN WITNESS WHEREOF, this Agreement has been executed effective on the day and year set forth in the first paragraph.

SELLER:

PROVISION PARTNERS COOPERATIVE, a
Wisconsin corporation

By: s/Rob Larson

Rob Larson

Its: CEO

IN WITNESS WHEREOF, this Agreement has been executed effective on the day and year set forth in the first paragraph.

BUYER:

JACKSON COUNTY

By: s/RayRansom

Ray Ransom, County Board Chair

By: s/Kyle Deno

Kyle Deno, County Clerk

ATTACHMENT A

LEGAL DESCRIPTION

All of Jackson County tax parcels: 206-1387.0000 and 206-1388.0005, with an exact legal description to be provided by the Title Company prior to Closing.

ATTACHMENT B

SELLER REPRESENTATIONS AND WARRANTIES

By signing this Agreement Seller represents and warrants that the statements contained in this Attachment B are true and correct to the best of Seller's knowledge as of the date on which this Agreement is signed.

* Responses exclude Department of Natural Resources environmental contamination case, referenced as DNR BRRTS Activity # 03-27-548407. Buyer is aware of the circumstances contained in DNR BRRTS Activity #03-27-548407, has been provided with documentation describing said report, and accepts the property subject to the contents described in said report.

* All terms have definitions provided in Wis. Stat. § 709.03.

A. ENVIRONMENTAL

A1. Seller is unaware of any material violation of environmental rule or other rule of agreement regulating the use of the property.

A2. Seller is unaware of any defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property.

A3. Seller is unaware of the manufacture of methamphetamine or other hazardous or toxic substances on the property.

A4. Seller is unaware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of till; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

A5. Seller is unaware of any defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties.

A6. Seller is unaware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, The DATCP Agricultural Chemical Cleanup Program, or other similar program.

B. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

B1. Seller unaware of a well or joint well which serves the property.

B2. Seller is unaware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations.

C. MISCELLANEOUS

C1. Seller is unaware of any conservation easements on the property. (A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of the property to an easement holder such as a government unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.)

C2. Seller is unaware of any restrictive covenants or deed restrictions on the property.

C3. Seller is unaware of any non-owners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements.

C4. Seller is unaware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.

C5. Seller is unaware of any flooding, standing water, drainage problems, or quake, expansive soil, erosion, or landslide.

C6. Seller is unaware of any material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

C7. Seller is unaware of any significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

C8. Seller is unaware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.

C9. Seller is unaware of other defects affecting the property.

C10. Other defects may include items such as animal, reptile, or insect infestation; drainage easement or grading problems; excessive sliding; or any other defect or material condition.

C11. Seller is unaware of any government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.

Supervisor Amo made a motion to adopt this resolution. This was seconded by Supervisor Carney. Sam Bach-Hanson, Corporation Counsel, was present for questions.

Discussion took place. Voice vote was taken with 17 present voting Aye and 2 voting No (Supervisor Hart and Supervisor Engebretson). Motion passed.

Resolution 24-06-2020

RE: Approve a Borrowing Issue for up to \$600,000 to purchase land from ProVision Partners Cooperative and for the completion of the Jackson County Animal Shelter Building Project

WHEREAS, the Jackson County Board approved an agreement with ProVision Partners Cooperative to purchase tax parcel #206-1387.0000 and #206-1388.0005 also known as the Federation Cooperative land located at the corner of Harrison Street and Highway 12/27 for \$400,000; and

WHEREAS, the Jackson County Board passed a resolution to fund the remainder of the money needed to complete the Jackson County Animal Shelter Building Project which is estimated to need approximately \$200,000; and

WHEREAS, a borrowing issue of up to \$600,000 dollars is needed to complete both projects.

WHEREAS, the County Clerk and Executive and Finance will receive bids from local banking institutions to get the lowest interest rate and approve going with either a 5- or 10-year loan based on levy payments.

NOW THEREFORE BE IT RESOLVED that the Jackson County Board approves a borrowing issue for up to \$600,000 from a local banking institution to fund the purchase of land from ProVision Partners Cooperative and fund the remainder of the money required to complete the Jackson County Animal Shelter Building Project; and

BE IT FURTHER RESOLVED the board authorizes the Executive and Finance Committee to review and approve the best interest rates based on length of the loan and authorizes the County Clerk to sign all documents as necessary.

Executive and Finance Committee

s/Ray Ransom
s/Jeff Amo
s/Ron Carney
s/Roger Stevens
s/Karen Thayer

Supervisor Carney made a motion to adopt this resolution. This was seconded by Supervisor Hart. Discussion took place. Voice vote was taken with 17 present voting Aye and 2 voting No (Supervisor Hart and Supervisor Engebretson). Motion passed.

Supervisor Carney made a motion to temporarily suspend the rules and read the following Ordinance and Zone Petition changes only one time. This was seconded by Supervisor Strandberg. Voice vote was taken with 19 present voting Aye.

Resolution 25-6-2020

RE: Jackson County Ordinance Revisions to Chapter 3.03

WHEREAS, the Executive and Finance Committee has deemed it appropriate to waive the penalty for delinquent taxes on 2019 property taxes due to the COVID-19 pandemic;

WHEREAS, the Committee has considered the financial impact of this waiver on Jackson County; and

WHEREAS, the Committee has determined such a waiver will be beneficial for residents of Jackson County who are financially struggling due to the COVID-19 pandemic.

NOW THEREFORE BE IT ORDAINED that the Jackson County Board of Supervisors approves the attached ordinance change for Chapter 3.03 and becomes effective upon publication.

BE IT FURTHER ORDAINED that the Jackson County Board of Supervisors approves the removal of this amendment to Chapter 3.03 from the Jackson County Ordinances effective November 1, 2020.

Executive and Finance Committee

s/Ray Ransom
s/Jeff Amo
s/Ron Carney
s/Roger Stevens
s/Karen Thayer

3.03 INTEREST AND PENALTY ON DELINQUENT AMOUNTS.

- (a) Pursuant to the authority of Wisconsin Statutes Section 74.47 (2), there is hereby imposed a penalty of 0.5 percent per month or fraction of a month, in addition to the interest provided for in Wisconsin Statutes Section 74.47 (1), on any delinquent general property taxes, special assessments, special charges and special taxes included in the tax roll. All interest and penalties collected by the County Treasurer shall be disbursed pursuant to the Wisconsin Statutes Section 74.47 (3). This penalty shall apply to any general property taxes, special assessments, special charges and special taxes delinquent on or after February 1, 2011, except as described in paragraph (b) of this section.

- (b) The 0.5 percent per month penalty described in paragraph (a) shall be waived from February 1, 2020 through October 31, 2020 for the 2019 property tax bill installment due July 31, 2020, so long as the installment is fully paid by October 31, 2020. If on November 1, 2020, a taxpayer remains delinquent on the tax bill which was due July 31, 2020, the 0.5 percent per month waiver, as described in this paragraph (b), shall not apply.

Supervisor Hart made a motion to adopt this resolution. This was seconded by Supervisor Amo. Discussion took place. Voice vote was taken with 19 present voting Aye.

**PETITION #2020-33
TOWN OF FRANKLIN**

REPORT OF THE ZONING COMMITTEE

TO THE JACKSON COUNTY BOARD OF SUPERVISORS:

The Jackson County Zoning Committee, having considered Petition #2020-33 to amend the Jackson County Zoning Ordinance filed by William and Kelly Miller on the day of April 28, 2020 to change the Official Zoning Map from the A-2 (Forestry and Limited Agriculture) District to the R-2 (Residential) District on the following described lands:

On property located in the NW1/4-NW1/4 Section 19, T20N, R6W, Town of Franklin, Jackson County, WI. The request is to change 4.0 acres of the Official Zoning Map from the A-2 (Forestry and Limited Agriculture) District to the R-2 (Residential) District for a single-family home.

Located in the Town of Franklin, and having held public hearing thereon pursuant to Sec. 59.97(5)(e), Wis. Stats., notice thereof having been sent as provided by law, and being duly informed of the facts pertinent to the changes proposed, and duly advised of the wishes of the people in the area affected, hereby recommends as follows:

That the zone change be Approved.

Dated this 15th day of June 2020.

JACKSON COUNTY ZONING COMMITTEE
BY: s/Hoyt Strandberg, Chairman

Supervisor Funmaker made a motion to accept this zone change. This was seconded by Supervisor Chamberlain. Voice Vote was taken with 19 present voting Aye.

**PETITION #2020-35
TOWN OF CLEVELAND**

REPORT OF THE ZONING COMMITTEE

TO THE JACKSON COUNTY BOARD OF SUPERVISORS:

The Jackson County Zoning Committee, having considered Petition #2020-35 to amend the Jackson County Zoning Ordinance filed by William J. Roberts on the day of May 11, 2020 to change the Official Zoning Map from the A-2 (Forestry and Limited Agriculture) District to the R-2 (Residential) District on the following described lands:

On property located in the NE1/4-SE1/4 Section 30, T24N, R5W, Town of Cleveland, Jackson County, WI. The request is to change 5 acres of the Official Zoning Map from the A-2 (Forestry and Limited Agriculture) District to the R-2 (Residential) District to allow for improvements to be made to the existing single-family home.

Located in the Town of Cleveland, and having held public hearing thereon pursuant to Sec. 59.97(5)(e), Wis. Stats., notice thereof having been sent as provided by law, and being duly informed of the facts pertinent to the changes proposed, and duly advised of the wishes of the people in the area affected, hereby recommends as follows:

That the zone change be Approved.

Dated this 15th day of June 2020

JACKSON COUNTY ZONING COMMITTEE
BY: s/Hoyt Strandberg, Chairman

Supervisor Chamberlain made a motion to accept this zone change. This was seconded by Supervisor Staff. Voice Vote was taken with 19 present voting Aye.

**PETITION #2020-36
TOWN OF KNAPP**

REPORT OF THE ZONING COMMITTEE

TO THE JACKSON COUNTY BOARD OF SUPERVISORS:

The Jackson County Zoning Committee, having considered Petition #2020-36 to amend the Jackson County Zoning Ordinance filed by Michael R. Elliott on the day of May 11, 2020 to change the Official Zoning Map from the A-2 (Forestry and Limited Agriculture) District to the R-2 (Residential) District on the following described lands:

On property known as Lot 1 of CSM 2479 located in the SE1/4-NW1/4, Section 9, T20N, R1W, Town of Knapp, Jackson County, WI. The request is to change 2.8 acres of the Official Zoning Map from the A-2 (Forestry and Limited Agriculture) District to the R-2 (Residential) District for the construction of a single-family home.

Located in the Town of Knapp, and having held public hearing thereon pursuant to Sec. 59.97(5)(e), Wis. Stats., notice thereof having been sent as provided by law, and being duly informed of the facts pertinent to the changes proposed, and duly advised of the wishes of the people in the area affected, hereby recommends as follows:

That the zone change be Approved.

Dated this 15th day of June 2020.

JACKSON COUNTY ZONING COMMITTEE

BY: s/Hoyt Strandberg, Chairman

Supervisor Stoker made a motion to accept this zone change. This was seconded by Supervisor Funmaker. Voice Vote was taken with 19 present voting Aye.

Chairman Ransom stated that the Clerk of Court's Annual Report was included in the packets.

Chairman Ransom gave an update on the 2020-2021 Budget.

Supervisor Hart made a motion to adjourn. This was seconded by Supervisor Jensen. All present voted Aye by voice vote. Meeting adjourned at 6:41 P.M.

