

AGENDA
SAUK COUNTY BOARD OF SUPERVISORS
Tuesday, September 19, 2006 @ 6:00 P.M.
West Square Building, 505 Broadway, Rm. #326, Baraboo, Wisconsin

- **Meetings:**

Special meeting of the **Communications Infrastructure Committee @ 5:30 p.m.** in the Gallery of County Board Room #326A, to consider 1). *Possible* Resolution No. -06 Approving Amendment To Agreement With The Reedsburg Utility Commission For The Exchange Of Certain Facilities.

Special meeting of the **Personnel Committee** at 5:45 p.m. in the gallery of County Board Room #326A, for 1). "Consideration and approval of travel in excess of 300 miles for Human Services Department staff."

Special meeting of the **Arts, Humanities, & Historic Preservation Committee @ 5:45 p.m.**, in the Gallery of County Board Room #326A, to consider 1). *Possible* Resolution No. -06 Proclaiming October 2006 National Arts and Humanities Month.

Special meeting of the **Finance Committee at 5:50 p.m.**, in the Gallery of County Board Room #326A, to consider: 1.) Approval of County vouchers.

- **Call to order, and certify compliance with Open Meeting Law.**
- **Roll call.**
- **Invocation and pledge of allegiance.**
- **Adoption of agenda.**
- **Approval of minutes of previous meeting.**

- **Scheduled appearances:**

Dave Lundgren: Development Rights Agreement

- **Public comment.**
- **Communications.**
- **Bills & referrals.**
- **Claims.**
- **Appointments.**

• **Unfinished Business:**

PAGE # BARABOO RANGE COMMISSION and PLANNING, ZONING, & LAND RECORDS COMMITTEE:

4 - 17 Resolution No. 77-06 Approving Purchase Of Development Rights Agreement For The David K. Lundgren and Debra J. Lundgren Property Pursuant To The Sauk County Baraboo Range Protection Plan.

Resolution forwarded by Supervisor Wheeler, presented by Supervisors Kriegl and Stoeckmann:

18 & 19 Resolution No. 99-06 **Approving The Placement Of A County Wide Referendum Question On The November 2006 Election Ballot, Giving Sauk County Voters An Opportunity To Advise National Elected Representatives On The Matter Of Bringing US Troops Home From Iraq.**

• **Consent Agenda Resolutions & Ordinances:**

PAGE # AGRICULTURE, EXTENSION, EDUCATION & LAND CONSERVATION COMMITTEE:

20 Resolution No. 100-06 Approving Farmland Preservation Program Application (Beardsley).

21 Resolution No. 101-06 Approving Farmland Preservation Program Application (Haag).

22 Resolution No. 102-06 Approving Farmland Preservation Program Application (Weidner).

ARTS, HUMANITIES, & HISTORIC PRESERVATION COMMITTEE:

23 *Possible* Resolution No. 103-06 Proclaiming October 2006 National Arts and Humanities Month.

EXECUTIVE & LEGISLATIVE COMMITTEE:

24 Resolution No. 104-06 Commending The Arts, Humanities and Historic Preservation Committee and the Individuals of the Courthouse Centennial Committee.

- **Reports** (informational - no action required):
 1. Beverly J. Mielke, Sauk County Clerk, rezoning petitions received per Wisconsin State Statutes 59.69(5)(e)1:
 - ♦ **Petition 20-06** Rezoning request, Township of La Valle, from Agricultural to Commercial. Filed by Karen Lea Geitz. **(pages 25 - 30)**
 - ♦ **Petition 21-06** Rezoning request, Township of Greenfield, from Single Family to RC5. Filed by Gail Ereboat Zautke & Steven Zautke. **(pages 31 - 36)**
 - ♦ **Petition 22-06** Rezoning request, Township of La Valle, from Agricultural to Commercial. Filed by Clarence Borntrager. **(pages 37 - 42)**
 - ♦ **Petition 23-06** Rezoning request, Township of Troy, from Exclusive Agricultural to Agricultural. Filed by Gary and Linda Midthun. **(pages 43 - 48)**
 2. Supervisor Ashford: Executive & Legislative Committee report.
 3. Supervisor Endres: update on Continuum of Care Committee.
 4. Marty Krueger, Sauk County Board Chairman: Chairperson's report.
 5. Kathryn Schauf, Administrative Coordinator: County updates.

- **Resolutions & Ordinances:**

Page #	<u>BARABOO RANGE COMMISSION & PLANNING, ZONING, & LAND RECORDS COMMITTEE:</u>
49 - 55	Resolution No. 105-06 Approving Purchase of Development Rights For The Gary D. Ertl Property Pursuant To The Sauk County Baraboo Range Protection Plan.
56 - 62	Resolution No. 106-06 Approving Purchase of Development Rights For The Dale C. Lundgren Property Pursuant To The Sauk County Baraboo Range Protection Plan.
	<u>COMMUNICATIONS INFRASTRUCTURE COMMITTEE:</u>
63 - 68	<i>Possible</i> Resolution No. 107-06 Approving Amendment To Agreement With The Reedsburg Utility Commission For The Exchange Of Certain Facilities.
	<u>EXECUTIVE & LEGISLATIVE COMMITTEE & PROPERTY & INSURANCE COMMITTEE:</u>
69 & 70	Resolution No. 108-06 Authorizing Purchase of 2007 Ford F-250 Crew Cab Pickup.
	<u>HEALTH CARE CENTER COMMITTEE & FINANCE COMMITTEE:</u>
71	Resolution No. 109-06 Authorization For Sauk County Health Care Center To Accept The Donation Of An Anonymous Individual.

72 - 74 **PROPERTY & INSURANCE COMMITTEE:**
Resolution No. 110-06 Authorization To Contract With Technology Solutions Group Inc. To Complete Phone System Upgrades At The Courthouse.

75 - 78 **PUBLIC HEALTH BOARD:**
Resolution No. 111-06 Of Dissolution Of The Bioterrorism Consortium And Providing For The Disposition Of Asset And Liabilities.

79 & 80 **UNIVERSITY OF WISCONSIN-BARABOO/SAUK COUNTY CAMPUS COMMISSION:**
Resolution No. 112-06 Authorizing A Contract With Strang, Inc. For Professional Services In Connection With The Living And Learning Center Project At The University Of Wisconsin-Baraboo/Sauk County College.

- Adjournment to a date certain.

Respectfully submitted,



Marty Krueger
County Board Chairman

✓ **Reminder to County Board members:** Stop in the County Clerk's Office prior to each Board meeting to sign original resolutions/ordinances approved by committees to be brought to the full County Board.

Any person who has a qualifying disability that requires the meeting or materials at the meeting to be in an accessible location or format should contact Sauk County at 608.355.3269, or TTY at 608.355.3490, between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.

www.co.sauk.wi.us

RESOLUTION NO. 77-06

**APPROVING PURCHASE OF DEVELOPMENT RIGHTS AGREEMENT
FOR THE DAVID K. LUNDGREN and DEBRA J. LUNDGREN PROPERTY
PURSUANT TO THE SAUK COUNTY BARABOO RANGE PROTECTION PLAN**

WHEREAS, by Resolution No. 36-99, the Honorable Sauk County Board of Supervisors approved the Memorandum of Agreement between the United States' Government, the State of Wisconsin, Dane County, Sauk County and sundry other entities regarding the improvements of U.S. Highway 12 and the long term protection of the Baraboo Range; and,

WHEREAS, by Resolution No. 74-99, the Honorable Sauk County Board of Supervisors approved the Implementation Agreement between the State of Wisconsin and Sauk County regarding the administration of the WisDOT Baraboo Range National Natural Landmark Protection Fund and the creation of the Sauk County Baraboo Range Protection Plan; and,

WHEREAS, by Resolution No. 119-99, the Honorable Sauk County Board of Supervisors approved the Sauk County Baraboo Range Protection Plan, with said plan calling for the creation of the Baraboo Range Commission to oversee the program and the protection fund; and,

WHEREAS, the Honorable Sauk County Board of Supervisors confirmed the appointment of the nine-member Baraboo Range Commission; and,

WHEREAS, the Baraboo Range Commission, at its April 26, 2006 meeting, approved a motion to offer fair market value, **\$70,000.00** as determined by a professional appraisal, for the purchase of the development rights for said property, covering 40 acres at a cost of \$1,750.00/acre; and,

WHEREAS, the Baraboo Range Commission believes this offer to purchase agreement is in the best interest of Sauk County and implements the Baraboo Range Protection Plan.

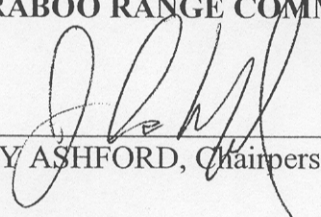
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that said purchase agreement attached hereto as an appendix is hereby Approved.

COPY

For consideration by the Sauk County Board of Supervisors on ~~June 20, 2006~~, ~~postponed to~~
September 19, 2006. ~~July 25, 2006~~

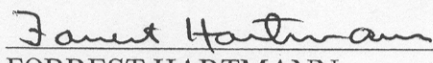
Respectfully submitted,

BARABOO RANGE COMMISSION




JUDY ASHFORD, Chairperson

WILLIAM BEARD

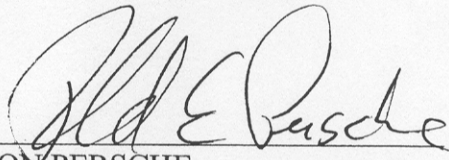


FORREST HARTMANN

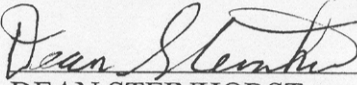
GARY KOWALKE



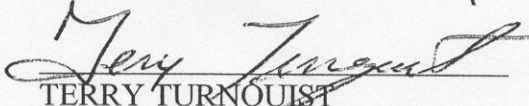
ROMAN STATZ



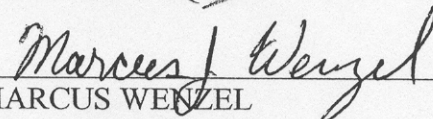
RON PERSCHE



DEAN STEINHORST

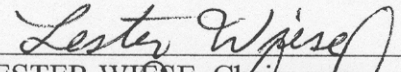


TERRY TURNQUIST

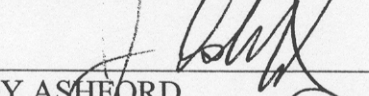


MARCUS WENZEL

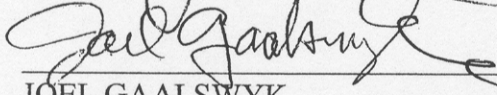
PLANNING, ZONING AND LAND RECORDS COMMITTEE



LESTER WIESE, Chairperson

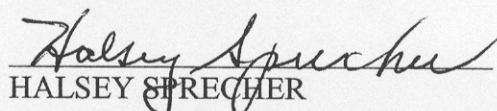


JUDY ASHFORD

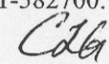


JOEL GAALSWYK

GERALD LEHMAN

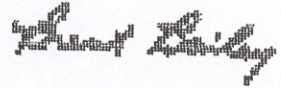


HALSEY SPRECHER

Fiscal Note: Said purchase utilizes the Baraboo Range Protection Fund #27999691-582700.


**BARABOO RANGE PROTECTION PROGRAM
OPTION FOR THE PURCHASE
OF DEVELOPMENT RIGHTS**

Recorded
MAY 25, 2006 AT 03:00PM



REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$27.00

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, and the mutual terms and conditions hereinafter contained, the receipt and adequacy of which is hereby acknowledged, David K. Lundgren and Debra J. Lundgren (the Sellers) hereby grant to SAUK COUNTY, a political subdivision of the State of Wisconsin, and its successors and assigns, the exclusive right and option to purchase the development rights in the form of a Conservation Easement to lands located in Sauk County, Wisconsin, and more particularly described on Exhibit "A" attached to this Option ("the Property") under the following terms and conditions:

dy
27

Recording Area

Name and Return Address:

Dave Tremble
Sauk Co. Planning & Zoning
505 Broadway
Baraboo, WI 53913

Parcel Identification Number

1. Option Period. This Option shall remain in effect for a period of six (6) months after the date of this Agreement. Exercise of this Option shall be considered timely if written notice is mailed on or before the expiration date.
2. Purchase Price. The total purchase price for the Conservation Easement shall be in the amount of Seventy thousand and 0/100 (\$70,000.00) Dollars. Said amount shall be paid to the Seller at closing.
3. Closing. The closing of this Option shall be within thirty (30) days from the exercise of this Option.
4. Evidence of Title. Upon exercise of this Option, Sauk County will obtain a preliminary title insurance commitment on the Property. The commitment shall evidence the Seller's merchantable title in a form acceptable to Sauk County. The cost of the title insurance commitment and the final policy to be issued at Closing shall be paid by Seller at Closing.

5. Purpose of Conservation Easement. After the exercise and Closing of this Option, Seller shall confine use of the real estate described herein to activities consistent with the requirements of a Conservation Easement Exhibit "B" attached hereto and made a part hereof, and in recognition of the following checked natural features of the land:

- (x) Significant natural habitat in which fish, wildlife, plants or a similar ecosystem thrive in a natural state.
- (x) Habitat for rare, threatened or endangered species of animals, fish or plants.
- (x) Natural areas which represent high quality examples of terrestrial or aquatic communities.
- (x) A natural area which contributes to the ecological viability of a local or state park, nature preserve,

wildlife refuge, wilderness area or other similar conservation area.

- (x) A scenic landscape and natural character which would be impaired by a modification of the Property.
- (x) A scenic panorama visible to the public from publicly accessible sites which would be adversely affected

by modifications of the natural habitat.

- (x) Sustainable habitat for biodiverse vegetation, birds, fish and terrestrial animals.
- (x) Proximity to conserved properties which similarly preserve the existing habitat.

6. Documents for Closing. The Seller and Sauk County shall execute a Conservation Easement in the form set forth in Exhibit "B".

7. Right of Entry and Inspection. Sauk County and its agents shall have the right to enter upon the Property at reasonable times for surveying, appraising, conducting an environmental inspection and assessment, and other reasonable purposes related to this transaction.

8. Remedies. In addition to any other remedy specifically set forth in this Option, Sauk County has the right to enforce the provisions of this Option through an action for specific performance, injunctive relief, damages, contribution or any other available proceedings in law or equity. The election of any one remedy available under this Option shall not constitute a waiver of other available remedies.

9. Binding Effect. This Option becomes effective when last signed by all of the Sellers and shall then apply to and bind each of the Sellers and their heirs, personal representatives, successors and assigns.

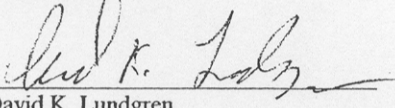
Document Number

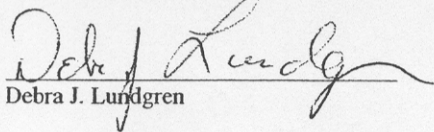
10. Complete Agreement. This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Option or any written amendment shall be binding upon the parties.

11. Time is of the Essence as to all deadlines in this Option.

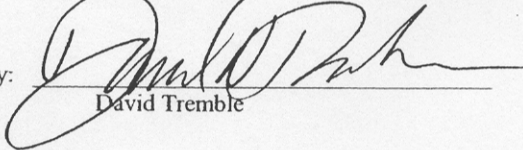
Dated this 25th day of May, 2006.

SELLERS:


David K. Lundgren


Debra J. Lundgren

SAUK COUNTY

By: 
David Tremble

Dated this 25th day of May, 2006.

AUTHENTICATION

Signature(s) _____

Authenticated this _____ day of _____, 200____.

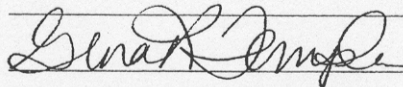
TITLE: MEMBER STATE BAR OF WISCONSIN.

This document drafted by:
David Tremble, Sauk Co. Planning & Zoning

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
Sauk County)

Personally came before me this 25th day of May, 2006, the above named David and Debra Lundgren, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, Sauk County, Wisconsin. My Commission:

July 6, 2008

000309
Sauk County Baraboo Range Protection Program
Option to Purchase Development Rights
Exhibit A
Property Description

Description of Property belonging to David K. Lundgren and Debra J. Lundgren
Town of Honey Creek, Sauk County, Wisconsin.

Entire Ownership:

Town 10 North, Range 5 East, Sauk County, Wisconsin:

The Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 11.

Property Proposed for the Imposition of the Conservation Easement:

Entire property.

S:\planning\dave\brpp\process components\option and closing\exhibit A legal description
S:\planning\dave\brpp\projects\br2005-05\ Exhibit A Legal Description

000320

Sauk County Baraboo Range Protection Program CONSERVATION EASEMENT

THIS EASEMENT is entered into between _____, Grantor, and Sauk County, a political subdivision of the State of Wisconsin, Grantee, and the State of Wisconsin, non-signatory, additional Grantee.

WHEREAS, the Grantor is the owner of fee simple title of certain real estate, and the Grantee desires to obtain a conservation easement on said real estate for the purposes delineated below;

NOW, THEREFORE, for and in consideration of the sum of one dollar and other good and valuable consideration, and the mutual terms and conditions hereinafter contained, Grantor conveys to Grantee, its successors and assigns, a conservation easement on the following described real estate, situated in the County of Sauk, State of Wisconsin, to wit:

[LEGAL DESCRIPTION]

Recording Area

Name and Return Address:

This [is] [is not] homestead property.

Parcel Identification Number

CONVEYANCE: The Grantor conveys and warrants to the Grantee a perpetual Conservation Easement over the Property. The scope of this Conservation Easement is set forth in this agreement.

CONSERVATION VALUES: The Property possesses, among other things, natural, scenic, open space, scientific, biological and/or ecological values of prominent importance to the Grantor, the Grantee and the public. These values are referred to as the "Conservation Values" in this Conservation Easement.

PURPOSE OF THIS CONSERVATION EASEMENT:

A. The Grantor is fee simple title owner of the Property, and is committed to preserving the Conservation Values of the Property. This Conservation Easement assures that the Property will be perpetually preserved in its predominantly natural, scenic, historic, agricultural, forested, and/or open space condition. Specifically, this Conservation Easement will serve to protect the wetlands, woodlands and/or open spaces identified in the Baseline Documentation Report. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Conservation Easement, is expressly prohibited. The Grantor agrees to confine use of the Property to activities consistent with the purposes of this easement and preservation of the Conservation Values.

B. Specific Conservation Values of the Property have been documented in a natural resource inventory signed by the Grantor and the Grantee. This "Baseline Documentation Report" consists of maps, a depiction of all existing man-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features and/or photographs. The parties acknowledge that this Baseline Documentation is an accurate representation of the Property at the time of this transaction.

THE PARTIES AGREE TO THE FOLLOWING TERMS OF THIS CONSERVATION EASEMENT:

1. **PROHIBITED ACTIONS.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values is expressly prohibited. By way of example, the following activities and uses are explicitly prohibited:

a. Commercial Activities. Commercial or industrial activity is prohibited, including use by easement or other right of access or passage across or upon the property in conjunction with commercial activity, except that the property may be used for: 1) Forestry purposes approved by the Grantee conducted pursuant to a timber management plan approved by the Grantee; 2) Non-forested portions of the property may be used for agricultural purposes, provided that agricultural management is conducted pursuant to a soil and water conservation plan (farm plan) approved by the Sauk County Land Conservation Committee; and, 3) the sale of agricultural and forest products grown on the property so long as the products are produced pursuant to plan approved by the Grantee.

b. Construction. The construction and placement of any man-made modification such as buildings, structures requiring a county land use permit, roads and parking lots in the eased area is prohibited, except as expressly permitted in this Conservation Easement.

c. Cutting Vegetation. The Grantor shall not conduct timber harvesting unless is conducted in accordance with a timber management program approved by the Grantee. Prior to removing, destroying, cutting or trimming any trees, or the application of any pesticides within forested portions of the property, the Grantor shall have obtained the permission of the Grantee either expressly or through the approved timber management program. Downed and dead standing timber may be removed for firewood.

d. Land Surface Alteration. Any topographic changes, extraction of subsurface materials, mining, construction or widening of roads or driveways, construction of any trails wider than six feet, or alteration of the natural landscape or waters of the property by excavation, filling, drainage, tilling, ditching, or any other means is prohibited. Certain alterations may occur if expressly authorized in an approved timber management program or soil and water conservation plan approved by the Grantee.

e. Dumping. Dumping or placement upon the property of ashes, trash, garbage, sewage, sawdust, trees, brush, manure (except pursuant to an approved farm plan), discarded or salvageable materials including junk cars or any solid waste material defined in Wis. Stats. § 144.01(15) or any unsightly, offensive or hazardous materials is prohibited.

f. Water Courses and Wetlands. Natural water courses, lake shores, wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps, or potholes now existing or hereinafter occurring shall not be drained or otherwise altered including draining, tiling, ditching, filling in with earth or other material, or burning any areas covered by marsh vegetation except where approved by a soil and water conservation plan approved by the Grantee. The natural flow of surface or underground waters shall not be disturbed except a minor alteration approved by a soil and water conservation plan approved by the Grantee. Existing tiles draining lands outside the property may be maintained or replaced by the Grantor.

g. Signs and Billboards. Advertising Signs and Billboards are prohibited except for one sign not larger than four feet square advertising the sale or lease of the property. The following signs are permitted provided they do not exceed signs customarily used in the area for the intended purpose:

- the name and address of the Property.
- the owner's name.
- the area protected by this Conservation Easement.
- prohibition of any unauthorized entry or use.
- an advertisement for the sale or rent of the Property.

h. Grazing in Forested Lands. Grantor shall not allow horses, cattle, or other livestock access to forested lands, erodible slopes, streams, rivers or wetlands for any purpose except that occasional, noncommercial, recreational horseback rides within forested areas are permitted.

i. Vehicle use. Vehicle use on the property may be limited by the Grantee, in the Grantee's sole discretion.

j. Division. Any division or subdivision of the Property is prohibited without the advance written approval of the Grantees.

2. RIGHTS OF THE GRANTEE. The Grantor confers the following rights upon the Grantee to perpetually maintain the Conservation Values of the Property:

a. Right to Enter. The Grantee has the right to enter the Property at reasonable times to monitor or to enforce compliance with this Conservation Easement. The Grantee may not, however, unreasonably interfere with the Grantor's use and quiet

enjoyment of the Property. The Grantee has no right to permit others to enter the Property. The general public is not granted access to the Property under this Conservation Easement.

b. Right to Preserve. The Grantee has the right to prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Conservation Easement.

c. Right to Require Restoration. The Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Conservation Easement.

d. Signs. The Grantee has the right to place signs on the Property which identify the land as being protected by this Conservation Easement.

3. PERMITTED USES. The Grantor retains all ownership rights which are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:

a. Right to Convey. The Grantor retains the right to sell, mortgage, bequeath or donate the Property. Any conveyance will remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder will be bound by terms and conditions of this Conservation Easement.

b. Right to Maintain and Replace Existing Structures. The Grantor retains the right to maintain, renovate and replace the existing structure(s) as noted in the Baseline Documentation Report in substantially the same location and the same or smaller size. Any renovation or replacement may not substantially alter the character or function of the structure.

c. Maintenance and Agricultural Use. The Grantor may, where consistent with the soil and water conservation plan (farm plan) specified in 1(b)2) above, cut lawns, cut weeds, engage in agricultural cropping practices, and manage native prairies on any portions of the property that are not forested. Grantor may pasture or graze animals outside forested areas if expressly approved in writing by the Grantee and where consistent with the soil and water conservation plan (farm plan) specified in 1(b)2).

d. Hunting. Nothing contained herein shall be construed as limiting the right of the Grantor to use the property for personal hunting and fishing in accordance with applicable laws and regulations.

e. Other Uses. The Grantor may use the property insofar as such use is consistent with the rights, privileges, restrictions and covenants contained herein.

f. Right to Engage in Ecological Restoration. The Grantor has the right to engage in activities that restore the biological and ecological integrity of the Property as part of a restoration plan approved by the Grantee. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

4. GRANTEE'S REMEDIES. This section addresses cumulative remedies of the Grantee or other eligible participant and limitations on these remedies. Any and all remedies available to the Grantee are also available to any eligible participant identified in the Memorandum of Agreement Concerning U.S. Highway 12 and the Baraboo Range Protection Plan. The Grantee and any eligible participant may enforce this easement jointly or severally on their own behalf and in their own name.

a. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Conservation Easement.

b. Notice and Demand. If the Grantee determines that the Grantor is in violation of this Conservation Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor unless the violation constitutes immediate and irreparable harm. The written notice will identify the violation and request corrective action to cure the violation or to restore the Property.

c. Failure to Act. If the Grantor continues violating this Conservation Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Conservation Easement, then the Grantor also agrees to reimburse all reasonable costs and attorney fees incurred by the Grantee compelling such compliance.

d. Grantor's Absence. If the Grantee determines that this Conservation Easement is, or is expected to be, violated, the Grantee will make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and

0000113

if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then the Grantee may pursue its lawful remedies without prior notice and without awaiting the Grantor's opportunity to cure. The Grantor agrees to reimburse all costs associated with this effort.

e. Actual or Threatened Noncompliance. Grantor acknowledges that actual or threatened events of noncompliance under this Conservation Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Conservation Easement.

f. Cumulative Remedies. The preceding remedies of the Grantee are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Conservation Easement.

5. OWNERSHIP COSTS AND LIABILITIES. In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Property. The Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any property on the Property or otherwise. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims during the tenure of the Grantor's ownership of the Property. The Grantor is responsible for posting the Property's boundaries and for discouraging any form of trespass that may occur.

6. TERMINATION. This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain. If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The Grantee will then be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the property at the effective date of this Conservation Easement. If the Property is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the property at the effective date of this Conservation Easement.

7. LIBERAL CONSTRUCTION. This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property.

8. NOTICES. For purposes of this agreement, notices may be provided to either party, by personal delivery or by mailing a written notice. Notice to Grantor shall be sufficient if sent to the name and address shown on the current real estate tax records. Notice to Grantee shall be addressed to the Sauk County Clerk. Service will be complete upon depositing the properly addressed notice with the U.S. Postal Service with sufficient postage.

9. SEVERABILITY. If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.

10. SUCCESSORS. This Conservation Easement is binding upon, and inures to the benefit of, the Grantor's and the Grantee's successors in interest. All subsequent owners of the property are bound to all provisions of this Conservation Easement to the same extent as the current property owner.

11. TERMINATION OF RIGHTS AND OBLIGATIONS. A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.

12. WISCONSIN LAW. This Conservation Easement will be construed in accordance with Wisconsin Law.

13. ENTIRE AGREEMENT. This Conservation Easement, together with the Baseline Documentation Report, sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

14. STATE OF WISCONSIN AS ADDITIONAL GRANTEE. The State of Wisconsin is an additional Grantee under this Agreement, and has all the rights and privileges of the Grantee. Sauk County is expressly authorized to accept this Agreement on behalf of the State of Wisconsin, and the acceptance of this Agreement by the State of Wisconsin is evidenced by the signature of Sauk County's agent below.

Dated this _____ day of _____, 200_____.

Document Number

GRANTOR:

GRANTEE

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

State of Wisconsin)
) ss.
Sauk County)

Authenticated this _____ day of _____, 200__.

Personally came before me this _____ day of _____,
200__, the above named _____

_____, to me known to be the person who executed the
foregoing instrument and acknowledged the same.

TITLE: MEMBER STATE BAR OF WISCONSIN.

Notary Public, Sauk County, Wisconsin. My Commission:

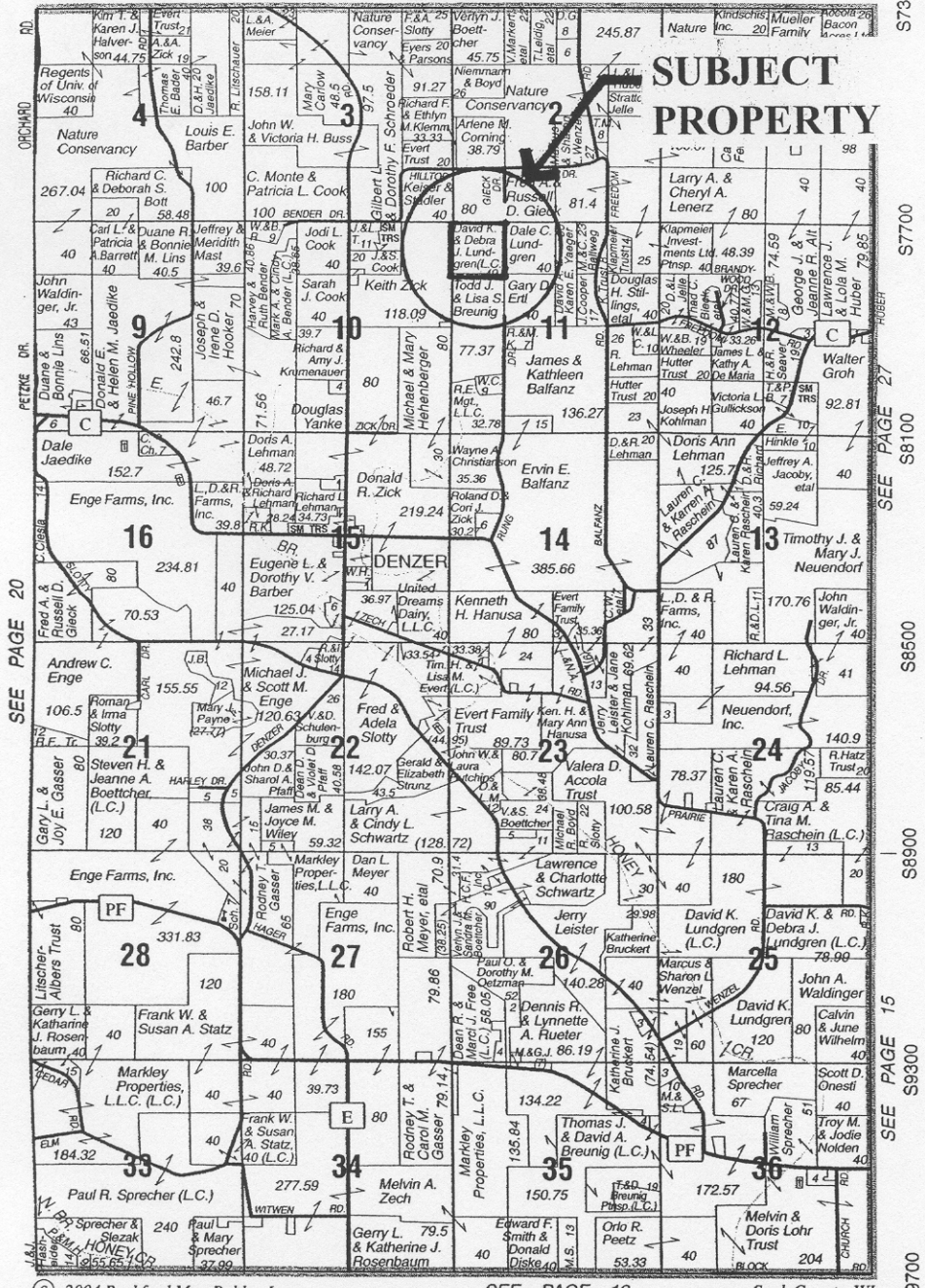
THIS INSTRUMENT WAS DRAFTED BY:

Todd J. Liebman
Sauk County Corporation Counsel
State Bar No. 1011733

EAST PART HONEY CREEK

SEE PAGE 24

T.10N.-R.5E.



SEE PAGE 20 SEE PAGE 27 SEE PAGE 13 Sauk County, WI

E8100 E8500 E8900 E9300 E9700

Merrimac Mutual Insurance Company

PLAIN, WISCONSIN 53577 — PHONE: 544-2691

SINCE 1873

Over 125 Years of Service in Columbia, Dane, Sauk & Iowa Counties

PROPERTY & LIABILITY COVERAGE • AUTO - FARM OWNERS - HOMEOWNERS - RENTERS

Verlyn Zins, President - Carl Graf, Vice President - Alan Albers, Secretary
 Timothy Colby, Treasurer - Lawrence Huber, Director - William Been, Director

David K. and Debra J. Lundgren
E9844 Block Road
Prairie du Sac, WI 53578

T.10N.-- R.5E., Section 11
Town of Honey Creek
Sauk County, WI



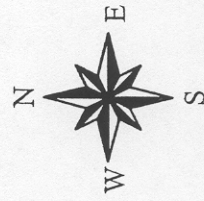
LEGEND



David and Debra Lundgren
Property



Adjacent Properties under
Consideration for Conservation
Easement Protection



Sauk County Baraboo Range Protection Program

BRPP

APPRAISAL SUMMARY

BRPP Application No.: BR2005-05

BRPP Rep: Dave Tremble

Phone: 608-355-3285 Ext. 3435

Landowner: David K. and Debra J. Lundgren

Location of Property: Hilltop Road
Town of Honey Creek

Size of Property: 40 ac.

Size of Protected Property: 40 ac.

Rights Appraised: Conservation Easement

Appraiser: Julie Hankes

Review Appraiser: Rod Bush

Appraisal Method: Market Data

Before Value	After Value	Easement Value
Land: \$154,000.00	\$84,000.00	\$70,000.00
Improvements: 0	\$0.00	0
Easement Value/acre: \$1,750.00	Percentage of Fee Value: 45%	

Access to Property: Informal access agreement with neighbor to allow access from Hilltop Road.

Building Rights Before: 1 **Building Rights After:** 0

Highest and Best Use Before: Rural residential use for one home, forestry, recreational and agricultural uses.

Highest and Best Use After: Forestry, recreational and agricultural uses.

Other Factors: Current access from Town road via informal agreement with adjacent landowner.

APPROVING THE PLACEMENT OF A COUNTY WIDE REFERENDUM QUESTION ON THE NOVEMBER 2006 ELECTION BALLOT, GIVING SAUK COUNTY VOTERS AN OPPORTUNITY TO ADVISE NATIONAL ELECTED REPRESENTATIVES ON THE MATTER OF BRINGING U.S. TROOPS HOME FROM IRAQ

WHEREAS the stated U.S. objectives for the invasion and occupation of Iraq—eliminating weapons of mass destruction, removing Saddam Hussein from power, and holding free and fair elections—have all been achieved; and

WHEREAS the U.S. invasion and occupation of Iraq has lasted over three years with no plan for a withdrawal of U.S. troops; and

WHEREAS over 2,500 U.S. soldiers and more than 38,000 Iraqi civilians have been killed; and

WHEREAS the cost of the Iraq War to Sauk County taxpayers alone has reached over \$50 million, and the U.S. continues to spend over \$5 billion per month on the conflict; and

WHEREAS the federal government continues to cut domestic programs, including those affecting the health, education, and welfare of Sauk County residents; and

WHEREAS the federal government operates with a significant and growing budget deficit, jeopardizing the long-term economic stability of our nation, state, county and municipalities; and

WHEREAS the extended overseas deployment of local National Guard and Reserve units compromises the security of Sauk County in case of natural disaster or other emergency by spreading available troops too thinly and diminishing their strength; and

WHEREAS Sauk County military families continue to endure emotional and financial hardship from the extended deployment of Reserve and National Guard units to Iraq; and

WHEREAS according to a February 2006 poll, 72% of U.S. troops serving in Iraq said all U.S. forces should return home within 12 months; and

WHEREAS American citizens have a right and a duty to advise their elected leaders on matters of great national interest; and

COPY

WHEREAS giving the voters of Sauk County an official opportunity to register their support for or opposition to continued military action in Iraq would carry substantial weight with our elected representatives in Congress;

NOW THEREFORE, BE IT RESOLVED by the Sauk County Supervisors met in regular session, that the Sauk County ballot for the general election on November 7, 2006 include the following question:

“Should the United States immediately begin a phased, orderly withdrawal of its troops from Iraq?”

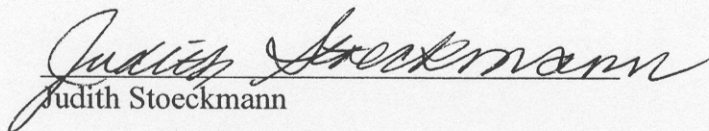
AND BE IT FURTHER RESOLVED, that the results of the vote on this referendum question be formally communicated by Sauk County to the Wisconsin delegation to the U.S. Congress.

For consideration by the Sauk County Board of Supervisors on ~~August 15, 2006~~
September 19, 2006

Sauk County Board Supervisors:

Joan Wheeler

Thomas Kriegl


Judith Stoeckmann

Fiscal Note: Cost would be between \$4,000.00 and \$6,500.00, if held in conjunction with a regularly scheduled election. *KPB*

Information Systems Note: None

h:/msword/01warref6res

Approving Farmland Preservation Program Applications

WHEREAS, the Sauk County Board of Supervisors is required to approve the applications of individuals for inclusion in the Farmland Preservation Program; and

WHEREAS, the Land Conservation Committee has reviewed and examined the application of the persons listed below and found them eligible and worthy of approval;

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the application of the following landowners for inclusion in the Farmland Preservation Program be approved;

AND, BE IT FURTHER RESOLVED, that the Sauk County Clerk is hereby directed to forward a copy of this action along with the application to the Wisconsin Department of Agriculture, Trade, and Consumer Protection.

SAUK COUNTY FARMLAND PRESERVATION PROGRAM APPLICANTS:

Lester & Donna Beardsley, S2830A Gillem Road, Baraboo, 10-year contract

For consideration by the Sauk County Board of Supervisors on September 19, 2006.

Respectfully Submitted:

**SAUK COUNTY AGRICULTURE, EXTENSION, EDUCATION &
LAND CONSERVATION COMMITTEE**

Lester Wiese
Lester Wiese, Chair

Linda Borleske
Linda Borleske

Robert Cassity

Kathy Zowin

Gerald Lehman
Gerald Lehman

COPY

FISCAL NOTE: No direct cost. County pays approximately 50 percent (50%) of administration expenses estimated at one staff position per 400 participants. Participation totals approximately 550 farms each year. This application will replace an expired contract on lands previously included in the Farmland Preservation Program.

MIS: No impact.

CLG

RESOLUTION NO. 101-06

Approving Farmland Preservation Program Applications

WHEREAS, the Sauk County Board of Supervisors is required to approve the applications of individuals for inclusion in the Farmland Preservation Program; and

WHEREAS, the Land Conservation Committee has reviewed and examined the application of the persons listed below and found them eligible and worthy of approval;

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the application of the following landowners for inclusion in the Farmland Preservation Program be approved;

AND, BE IT FURTHER RESOLVED, that the Sauk County Clerk is hereby directed to forward a copy of this action along with the application to the Wisconsin Department of Agriculture, Trade, and Consumer Protection.

SAUK COUNTY FARMLAND PRESERVATION PROGRAM APPLICANTS:

Harold & Bonita Haag, E5190 Sand Hill Road, Reedsburg, 10-year contract

For consideration by the Sauk County Board of Supervisors on September 19, 2006.

Respectfully Submitted:

**SAUK COUNTY AGRICULTURE, EXTENSION, EDUCATION &
LAND CONSERVATION COMMITTEE**

Lester Wiese
Lester Wiese, Chair

Linda Borleske
Linda Borleske

Robert Cassity

Kathy Zowin

Gerald Lehman
Gerald Lehman

COPY

FISCAL NOTE: No direct cost. County pays approximately 50 percent (50%) of administration expenses estimated at one staff position per 400 participants. Participation totals approximately 550 farms each year. *CLG*
MIS: No impact.

Approving Farmland Preservation Program Applications

WHEREAS, the Sauk County Board of Supervisors is required to approve the applications of individuals for inclusion in the Farmland Preservation Program; and

WHEREAS, the Land Conservation Committee has reviewed and examined the application of the persons listed below and found them eligible and worthy of approval;

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the application of the following landowners for inclusion in the Farmland Preservation Program be approved;

AND, BE IT FURTHER RESOLVED, that the Sauk County Clerk is hereby directed to forward a copy of this action along with the application to the Wisconsin Department of Agriculture, Trade, and Consumer Protection.

SAUK COUNTY FARMLAND PRESERVATION PROGRAM APPLICANTS:

Weidner Family LLC, S11414 Weidner Road, Spring Green, 10-year contract

For consideration by the Sauk County Board of Supervisors on September 19, 2006.

Respectfully Submitted:

SAUK COUNTY AGRICULTURE, EXTENSION, EDUCATION & LAND CONSERVATION COMMITTEE

Lester Wiese, Chair

Linda Borleske

Robert Cassity

Kathy Zowin

Gerald Lehman

Joe Prem

FISCAL NOTE: No direct cost. County pays approximately 50 percent (50%) of administration expenses estimated at one staff position per 400 participants. Participation totals approximately 550 farms each year. This application will replace an expired contract on lands previously included in the Farmland Preservation Program. *VPB*
MIS: No impact.

RESOLUTION NO. 103 - 06

PROCLAIMING OCTOBER 2006

NATIONAL ARTS AND HUMANITIES MONTH

WHEREAS, the month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country as well as by the White House and Congress for more than a decade; and,

WHEREAS, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind; and,

WHEREAS, the arts and humanities enhance and enrich the lives of every American; and,

WHEREAS, the arts and humanities play a unique role in the lives of our families, our communities, and our country; and,

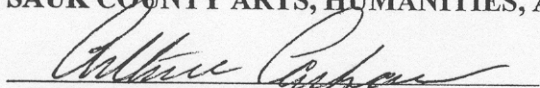
WHEREAS, the nonprofit arts industry also strengthens our economy by generating \$134 billion in economic activity annually and by supporting the full-time equivalent of 4.85 million jobs;

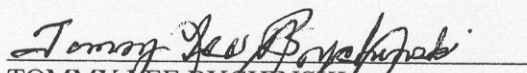
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors met in regular session, do hereby proclaim October as National Arts and Humanities Month in Sauk County and call upon our citizens to celebrate and promote the arts and culture in our nation and to specifically encourage the greater participation by those said citizens in taking action for the arts and humanities in their towns and cities.

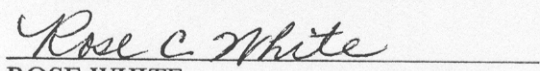
For consideration by the Sauk County Board of Supervisors on September 19, 2006.

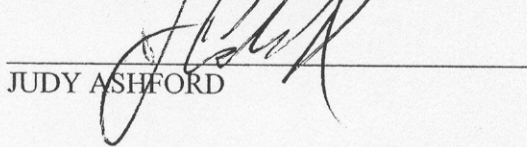
Respectfully submitted,

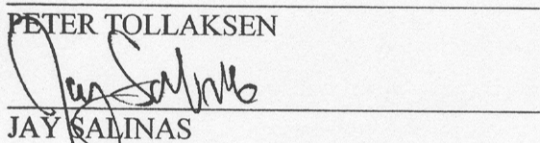
SAUK COUNTY ARTS, HUMANITIES, AND HISTORIC PRESERVATION COMMITTEE


ARTHUR CARLSON, Chairperson


TOMMY LEE BYCHINSKI


ROSE WHITE


JUDY ASHFORD

PETER TOLLAKSEN

JAY SALINAS

LOLA HUBER

Fiscal Note: No fiscal impact. *ras*

COPY

RESOLUTION NO. 104 - 06

COMMENDING THE ARTS, HUMANITIES AND HISTORIC PRESERVATION COMMITTEE AND THE INDIVIDUALS OF THE COURTHOUSE CENTENNIAL COMMITTEE

WHEREAS, The Sauk County Arts, Humanities, and Historic Preservation Committee is a committee of the Sauk County Board of Supervisors created in 1997 to expand the presence of the arts, humanities and historical resources in all parts of the County, and;

WHEREAS, the committee is composed of five elected county supervisors, two citizen members, and relies heavily on volunteer resources, and;

WHEREAS, the committee is responsible for establishing policies and programs as well as general oversight of all county activities relating to artistic, cultural, or historic preservation endeavors, and;

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds, and;

WHEREAS, it is important to celebrate the role of the arts, humanities and history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people, and;

WHEREAS, with a minimal fiscal impact, the Arts, Humanities and Historic Preservation Committee has created viable, sustainable programming that enhances Sauk County, encouraging the development of its creative economy, providing tangible benefits to all citizens, and;

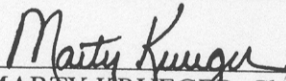
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Arts, Humanities, and Historic Preservation Committee is hereby commended for ensuring that all citizens have equal opportunities to participate in the arts, history, and cultural activities by coordinating efforts among agencies to ensure that Sauk County protects and nurtures the unique cultural heritage of the County, making Sauk County a community known for its diverse and wide array of art, history and cultural events, and activities. By providing an environment conducive to a sustained artistic and cultural presence for generations to come.

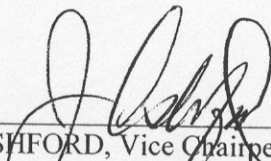
AND, BE IT FURTHER RESOLVED, that Sauk County commends the following individuals for their contributions and efforts on the Courthouse Centennial Committee: Arthur Carlson, Judy Ashford, Carol Sorg, Peter Shrake, Paul Wolter, Robert Dewel, Jerry Stich, and Kathy Schauf.

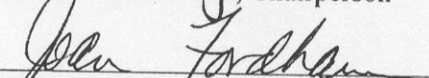
For consideration by the Sauk County Board of Supervisors on September 19, 2006.

Respectfully submitted,

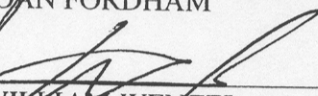
EXECUTIVE AND LEGISLATIVE COMMITTEE


MARTY KRUEGER, Chairperson


JUDY ASHFORD, Vice Chairperson


JOAN FORDHAM

DONALD STEVENS


WILLIAM WENZEL

COPY

Fiscal Note: No fiscal impact. KAS

Petition # 20-2006

2006 DEVELOPMENT APPLICATION

Sauk County Office of Planning and Zoning
505 Broadway Street - Sauk County West Square Building
Baraboo, Wisconsin 53913
(608) 355-3285

RECEIVED

AUG 09 2006

SAUK COUNTY CLERK
BARABOO, WISCONSIN

Instructions:

1. It is strongly recommended that the applicant meet with a staff person prior to completing this application, with adequate time prior to an application deadline.
2. The applicant should complete and sign the form and provide all material listed within this application.
3. Please note: The application and attachments become part of the official public records of Sauk County and are therefore not returnable.

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat Rezoning Development Plan Zoning Text Change

ZONING:
CURRENT Ag PROPOSED Commercial

NAME OF SUBDIVISION (if applicable) —

PROJECT LOCATION State Rd 58

TOWNSHIP Lavalle

PROPERTY OWNER Karen Lea Geitz

APPLICANT Karen Lea Geitz

PHONE NUMBER 608 985 7263

COPY

MAILING ADDRESS 51078 State Rd 58

Lavalle WI 53941

SIGNATURE OF APPLICANT Karen Lea Geitz DATE 08-03-06

Fee Paid \$350.00

Receipt # 20860 (Credit Account # 10063-444240)

- c: Corporation Counsel's Office
- Planning and Zoning Office
- County Clerk - For reporting at the next County Board of Supervisors meeting Y/N
- County Supervisor Hartje

TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
Subdivision / Plat Review / Development Plan / PUD \$300 plus \$20/lot	Yes	Preliminary Plat-6 copies Final Plat-11 copies Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement* Architectural Drawings** Other information in Chapter 22 County Code
Rezoning \$350	Yes	Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$350	No	No	**

Aerial photos are available from the Office of Planning and Zoning.

* Prior to the approval of any final plat or rezoning, the applicant must provide written statements from the utility providers which will serve the proposed development. The statements shall address the adequacy and location of all utility easements. The applicant shall also provide driveway access improvement approvals where applicable.

** Other items which the staff may require.

APPLICATION DEADLINE

All applications must be in the Office of Planning and Zoning no later than 12:00 noon on the day of the deadline. In order to be accepted, the application must contain all required items and information described in the application. Partial applications will not be accepted for placement on the Planning, Zoning and Land Records Committee agenda until all such materials are submitted.

APPLICATION DEADLINE DATE

* PLANNING, ZONING & LAND RECORDS COMMITTEE
MEETING DATE

December 9, 2005
January 13, 2006
February 11, 2006
March 3, 2006
April 7, 2006
May 5, 2006
June 9, 2006
July 7, 2006
August 11, 2006
September 8, 2006
October 13, 2006
No Public Hearing in December

January 24, 2006
February 28, 2006
March 28, 2006
April 25, 2006
May 23, 2006
June 27, 2006
July 25, 2006
August 22, 2006
September 26, 2006
October 24, 2006
November 28, 2006

9:30 CB Oct 17th
Final Decision

APPLICATION FEE

Submit the appropriate application fee indicated above. Make checks payable to Sauk County Planning & Zoning.

PROJECT FACTS

Please complete the following information for all proposed subdivisions and rezonings. Contact a staff person if you need assistance.

Name of Subdivision (if applicable) _____

Total Site Area (Acres) _____ (Square Feet) _____

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	<u>ag</u>	<u>single family home</u>
North	<u>ag</u>	<u>pasture</u>
South	<u>Commercial</u>	<u>mini storage</u>
East	<u>Commercial</u>	<u>Vacant</u>
West	<u>Commercial</u>	<u>Fire Truck repair</u>

JUSTIFICATION STATEMENT

Please answer the following questions. Contact a staff person if you need assistance.

1. General description of the request.

To sell as Commercial

2. Related background information on the project and site.

Farm resident

3. Justification, special reasons or basis for the request.

4

to sell

SITE/PLOT PLAN

Submit the following plan(s):

Scaled site/plot plan showing: date, north arrow, graphic scale; location of property lines, rights-of way, easements, water courses; streets, driveways, intersections; outlines of all buildings, setbacks, dimensions; means of vehicular and pedestrian access; layout and location of all off-street parking; schematic of drainage system; percentage and size in acres to be reserved as open space, parks and recreation; and the location of proposed trees, shrubs and ground cover, complete site erosion control plan and finished grade plan.

SURVEY/PLAT

Surveys and plats shall be signed and sealed by a registered surveyor and should include a legal description, computation of the total acreage of the site and any other requirements as defined by Wisconsin State Statutes Chapter 236 and Sauk County Code of Ordinances, Chapter 22.

OTHER INFORMATION

Submit these additional items which apply to the types of applications listed below:

1. Subdivisions - Submit a uniform street name plan with the application for a preliminary plat.
2. Development Plan - Submit information as required by Chapter 22, Sauk County Code of Ordinances.
3. Subdivisions/Rezoning - Submit a complete metes and bounds legal description.

**SAUK COUNTY PLANNING AND ZONING
OWNER'S CONSENT FORM**

Karen Lea Gieft, the sole owner of record of the
Owner's Name

property legally described as: see attached

Parcels # 0389-0000 & 0390-0000

Also CSM 602

All located in S.15 T13N R5E Town of Lavalle

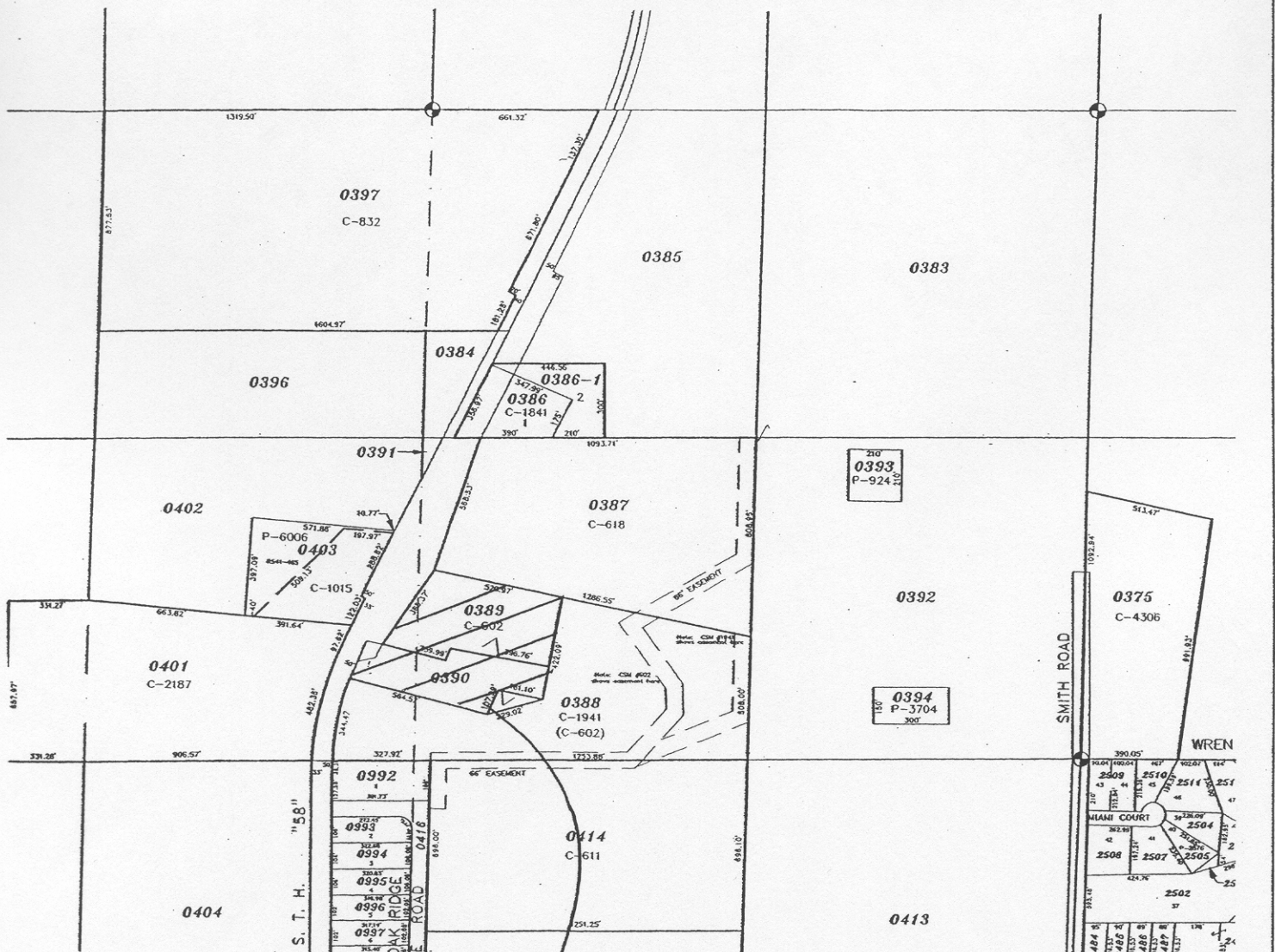
states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of Planning and Zoning submitted by Karen Lea Gieft, on behalf
Agent/Representative

of Karen Lea Gieft and expressly consents to the use of the
Applicant/Owner's Name

subject property for the purpose rezone described in the
Type of Request

application and expressly consents to all conditions which may be agreed to for the application which may be imposed by the Planning, Zoning and Land Records Committee and Sauk County Board of Supervisors. I will permit representatives from the Sauk County Department of Planning and Zoning to access my property at any time for a "site visit" before the public hearing is conducted.

By Karen Lea Gieft
Owner's Name



Area to be Rezoned

Aug 11

→ RCS - Single Fam min 5 acre
→ RC35 - Single Fam min 35 acre
→ AG - Single - 1/2 acre lot

Petition # 21-2006

2006 DEVELOPMENT APPLICATION

Sauk County Office of Planning and Zoning
505 Broadway Street - Sauk County West Square Building
Baraboo, Wisconsin 53913
(608) 355-3285

RECEIVED

AUG 11 2006

SAUK COUNTY CLERK
BARABOO, WISCONSIN

tax same.

Instructions:

1. It is strongly recommended that the applicant meet with a staff person prior to completing this application, with adequate time prior to an application deadline.
2. The applicant should complete and sign the form and provide all material listed within this application.
3. Please note: The application and attachments become part of the official public records of Sauk County and are therefore not returnable.

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat Rezoning Development Plan Zoning Text Change

ZONING:
CURRENT Single Family PROPOSED RCS

NAME OF SUBDIVISION (if applicable) N/A

PROJECT LOCATION NE 1/4 NW 1/4 Section 34.

TOWNSHIP Greenfield

PROPERTY OWNER Gail Ferreboat Zantke & Steven Zantke

APPLICANT Same

PHONE NUMBER 356-4033

COPY

MAILING ADDRESS E13637 Hwy 33
Baraboo WI 53913

SIGNATURE OF APPLICANT [Signature] DATE 8/11/06

Fee Paid \$350.00

Receipt # 20901 (Credit Account # 10063-444240)

- c: Corporation Counsel's Office
- Planning and Zoning Office
- County Clerk - For reporting at the next County Board of Supervisors meeting Y/N
- County Supervisor 2 Riege

TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
Subdivision / Plat Review / Development Plan / PUD \$300 plus \$20/lot	Yes	Preliminary Plat-6 copies Final Plat-11 copies Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement* Architectural Drawings** Other information in Chapter 22 County Code
Rezoning \$350	Yes	Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$350	No	No	**

Aerial photos are available from the Office of Planning and Zoning.

* Prior to the approval of any final plat or rezoning, the applicant must provide written statements from the utility providers which will serve the proposed development. The statements shall address the adequacy and location of all utility easements. The applicant shall also provide driveway access improvement approvals where applicable.

** Other items which the staff may require.

APPLICATION DEADLINE

All applications must be in the Office of Planning and Zoning no later than 12:00 noon on the day of the deadline. In order to be accepted, the application must contain all required items and information described in the application. Partial applications will not be accepted for placement on the Planning, Zoning and Land Records Committee agenda until all such materials are submitted.

APPLICATION DEADLINE DATE

PLANNING, ZONING & LAND RECORDS COMMITTEE
MEETING DATE

December 9, 2005
January 13, 2006
February 11, 2006
March 3, 2006
April 7, 2006
May 5, 2006
June 9, 2006
July 7, 2006
August 11, 2006
September 8, 2006
October 13, 2006
No Public Hearing in December

January 24, 2006
February 28, 2006
March 28, 2006
April 25, 2006
May 23, 2006
June 27, 2006
July 25, 2006
August 22, 2006
September 26, 2006 → Oct 17th County Board
October 24, 2006
November 28, 2006

APPLICATION FEE

Submit the appropriate application fee indicated above. Make checks payable to Sauk County Planning & Zoning.

PROJECT FACTS

Please complete the following information for all proposed subdivisions and rezonings. Contact a staff person if you need assistance.

Name of Subdivision (if applicable) N/A
Total Site Area (Acres) 9.57 acres (Square Feet) _____

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	<u>SFR</u>	<u>Single Fam Home -</u>
North	<u>RC 35</u>	<u>AG Field -</u>
South	<u>RC 35</u>	<u>AG Field -</u>
East	<u>RC 35</u>	<u>AG Field</u>
West	<u>RC 35</u>	<u>Single Fam Home -</u>

JUSTIFICATION STATEMENT

Please answer the following questions. Contact a staff person if you need assistance.

1. General description of the request.
Rezone to allow const of an accessory bldg. to house animals and which exceeds allowable floor area under single family zoning.

2. Related background information on the project and site.
See # 1

3. Justification, special reasons or basis for the request.

4

See # 1

SITE/PLOT PLAN

Submit the following plan(s):

Scaled site/plot plan showing: date, north arrow, graphic scale; location of property lines, rights-of way, easements, water courses; streets, driveways, intersections; outlines of all buildings, setbacks, dimensions; means of vehicular and pedestrian access; layout and location of all off-street parking; schematic of drainage system; percentage and size in acres to be reserved as open space, parks and recreation; and the location of proposed trees, shrubs and ground cover, complete site erosion control plan and finished grade plan.

SURVEY/PLAT

Surveys and plats shall be signed and sealed by a registered surveyor and should include a legal description, computation of the total acreage of the site and any other requirements as defined by Wisconsin State Statutes Chapter 236 and Sauk County Code of Ordinances, Chapter 22.

OTHER INFORMATION

Submit these additional items which apply to the types of applications listed below:

1. Subdivisions - Submit a uniform street name plan with the application for a preliminary plat.
2. Development Plan - Submit information as required by Chapter 22, Sauk County Code of Ordinances.
3. Subdivisions/Rezoning - Submit a complete metes and bounds legal description.

**SAUK COUNTY PLANNING AND ZONING
OWNER'S CONSENT FORM**

Gail P Zautke & Steven Zautke, the sole owner of record of the
Owner's Name

property legally described as: Tax Parcels 0793 & 0789 P.O.S. 214

states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of Planning and Zoning submitted by Gail Zautke, on behalf
Agent/Representative

of Gail Zautke and expressly consents to the use of the
Applicant/Owner's Name

subject property for the purpose Rezone to allow bldg. of Accessory Bldg. described in the
Type of Request

application and expressly consents to all conditions which may be agreed to for the application which may be imposed by the Planning, Zoning and Land Records Committee and Sauk County Board of Supervisors. I will permit representatives from the Sauk County Department of Planning and Zoning to access my property at any time for a "site visit" before the public hearing is conducted.

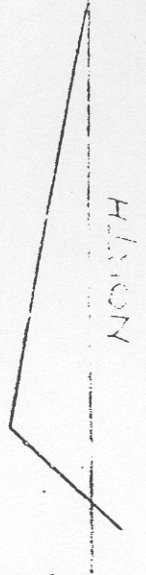
By [Signature]
Owner's Name

38-9-58

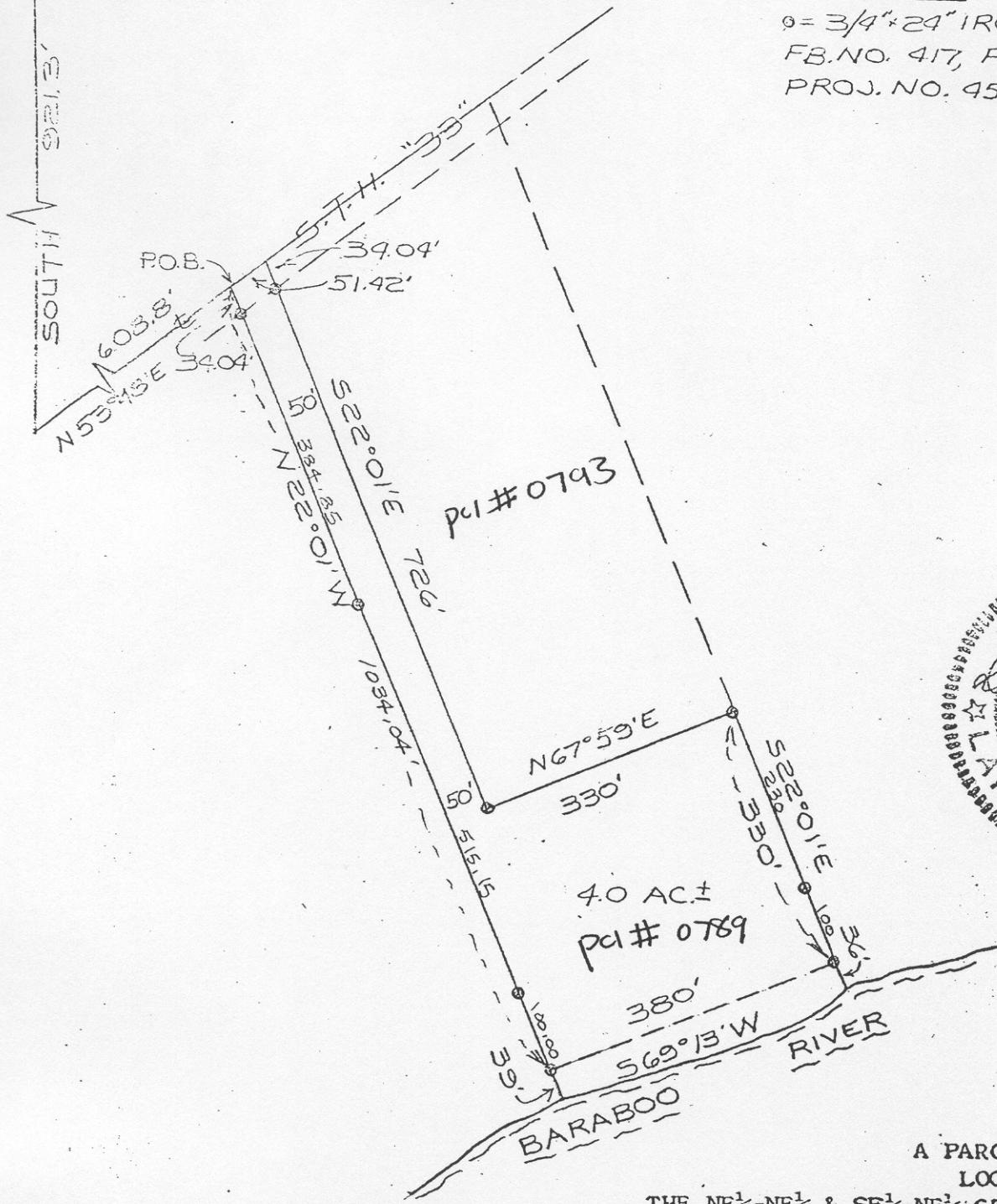
NW COR. NE NE
SEC. 34, T12N, R7E
NE CORNER
SEC. 34, T12N, R7E
NORTH LINE SEC. 34

LEGEND

○ = 3/4" x 24" IRON ROD
FB. NO. 417, PG. 32
PROJ. NO. 4502



SCALE: 1" = 2'



A PARCEL OF LAND
LOCATED IN
THE NE 1/4-NE 1/4 & SE 1/4-NE 1/4 SECTION 34, T12N, R7E,
TOWN OF GREENFIELD, SAUK COUNTY, WISCONSIN

As Given By
Mid-State Associates
Baraboo, Wisconsin
September, 1971

R
214

Petition # 22-06
RECEIVED

2006 DEVELOPMENT APPLICATION

Sauk County Office of Planning and Zoning
505 Broadway Street - Sauk County West Square Building
Baraboo, Wisconsin 53913
(608) 355-3285

AUG 18 2006

SAUK COUNTY CLERK
BARABOO, WISCONSIN

Instructions:

1. It is strongly recommended that the applicant meet with a staff person prior to completing this application, with adequate time prior to an application deadline.
2. The applicant should complete and sign the form and provide all material listed within this application.
3. Please note: The application and attachments become part of the official public records of Sauk County and are therefore not returnable.

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat Rezoning Development Plan Zoning Text Change

ZONING:
CURRENT Agricultural PROPOSED Commercial

~~NAME OF SUBDIVISION (if applicable)~~ _____

PROJECT LOCATION Town of Lavalik CSM 4600

TOWNSHIP Lavalik

PROPERTY OWNER Clarence Berntrager

APPLICANT Clarence Berntrager

COPY

PHONE NUMBER NA

MAILING ADDRESS S 3394 ST H 58

Lavalik, WI 53941

SIGNATURE OF APPLICANT Clarence Berntrager DATE 7-28-06

Fee Paid \$350.00

Receipt # 21037 (Credit Account # 10063-444240)

- c: Corporation Counsel's Office
 Planning and Zoning Office
 County Clerk - For reporting at the next County Board of Supervisors meeting Y/N
 County Supervisor Hauje #4

TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
Subdivision / Plat Review / Development Plan / PUD \$300 plus \$20/lot	Yes	Preliminary Plat-6 copies Final Plat-11 copies Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement* Architectural Drawings** Other information in Chapter 22 County Code
Rezoning \$350	Yes	Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$350	No	No	**

Aerial photos are available from the Office of Planning and Zoning.

* Prior to the approval of any final plat or rezoning, the applicant must provide written statements from the utility providers which will serve the proposed development. The statements shall address the adequacy and location of all utility easements. The applicant shall also provide driveway access improvement approvals where applicable.

** Other items which the staff may require.

APPLICATION DEADLINE

All applications must be in the Office of Planning and Zoning no later than 12:00 noon on the day of the deadline. In order to be accepted, the application must contain all required items and information described in the application. Partial applications will not be accepted for placement on the Planning, Zoning and Land Records Committee agenda until all such materials are submitted.

APPLICATION DEADLINE DATE

PLANNING, ZONING & LAND RECORDS COMMITTEE
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No Public Hearing in December

January 24, 2006
February 28, 2006
March 28, 2006
April 25, 2006
May 23, 2006
June 27, 2006
July 25, 2006
August 22, 2006
September 26, 2006
October 24, 2006
November 28, 2006

APPLICATION FEE

Submit the appropriate application fee indicated above. Make checks payable to Sauk County Planning & Zoning.

PROJECT FACTS

Please complete the following information for all proposed subdivisions and rezonings. Contact a staff person if you need assistance.

Name of Subdivision (if applicable) MA

Total Site Area (Acres) _____ (Square Feet) _____

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	<u>Ag</u>	<u>Farmstead</u>
North		<u>Ag Field</u>
South		
East		
West		

JUSTIFICATION STATEMENT

Please answer the following questions. Contact a staff person if you need assistance.

1. General description of the request.

Existing GROCERY STORE
BRING ZONING IN TO COMPLIANCE

2. Related background information on the project and site.

Closed Sun. & THUR.
FAMILY OPERATED
STARTED 4-15-06

3. Justification, special reasons or basis for the request.

4

Sheet 1

SITE/PLOT PLAN

Submit the following plan(s):

Scaled site/plot plan showing: date, north arrow, graphic scale; location of property lines, rights-of way, easements, water courses; streets, driveways, intersections; outlines of all buildings, setbacks, dimensions; means of vehicular and pedestrian access; layout and location of all off-street parking; schematic of drainage system; percentage and size in acres to be reserved as open space, parks and recreation; and the location of proposed trees, shrubs and ground cover, complete site erosion control plan and finished grade plan.

SURVEY/PLAT

Surveys and plats shall be signed and sealed by a registered surveyor and should include a legal description, computation of the total acreage of the site and any other requirements as defined by Wisconsin State Statutes Chapter 236 and Sauk County Code of Ordinances, Chapter 22.

OTHER INFORMATION

Submit these additional items which apply to the types of applications listed below:

1. Subdivisions - Submit a uniform street name plan with the application for a preliminary plat.
2. Development Plan - Submit information as required by Chapter 22, Sauk County Code of Ordinances.
3. Subdivisions/Rezoning - Submit a complete metes and bounds legal description.

SAUK COUNTY PLANNING AND ZONING
OWNER'S CONSENT FORM

Clarence B Bontrager, the sole owner of record of the
Owner's Name

property legally described as:

See attached

states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of Planning and Zoning submitted by Clarence B Bontrager, on behalf
Agent/Representative

of Clarence B Bontrager and expressly consents to the use of the
Applicant/Owner's Name

subject property for the purpose Re zone described in the
Type of Request

application and expressly consents to all conditions which may be agreed to for the application which may be imposed by the Planning, Zoning and Land Records Committee and Sauk County Board of Supervisors. I will permit representatives from the Sauk County Department of Planning and Zoning to access my property at any time for a "site visit" before the public hearing is conducted.

By Clarence B Bontrager
Owner's Name

PLAT OF SURVEY

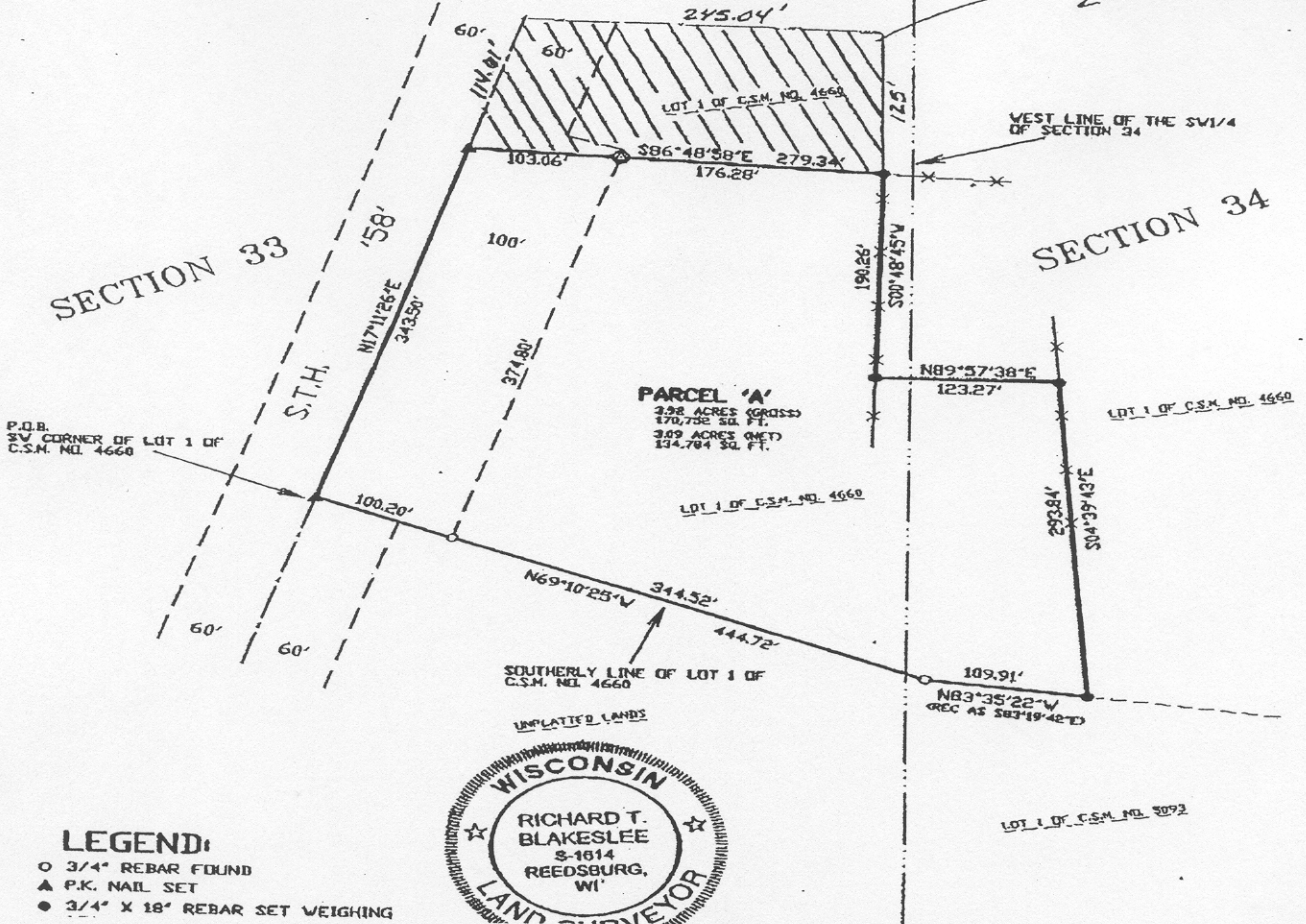
A PARCEL OF LAND BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 4660,
 LOCATED IN THE SE1/4-SE1/4 OF SECTION 33, AND SW1/4-SW1/4 OF SECTION 34,
 ALL IN T13N, R3E, TOWN OF LAVALLE, SAUK COUNTY, WISCONSIN.

CLIENT:
 CLARENCE & FANNIE BORNTRAGER
 32394 S.T.H. '58'
 LAVALLE, WI 53941



BEARINGS ARE REFERENCED TO THE
 SAUK COUNTY COORDINATE SYSTEM.

AREA TO BE
 ZONED COMMERCIAL



Aug 17 06 11:24a

Blakeslee Land Surveying

608-524-5632

P. 2

LEGAL DESCRIPTION OF LANDS TO BE ZONED COMMERCIAL FOR CLARENCE BORNTRAGER:

A parcel of being described as part of Lot 1 of Certified Survey Map No. 4660; located in the SE1/4-SE1/4, Section 33, T13N, R3E, Town of LaValle, Sauk County, Wisconsin; described as follows:

Commencing at the Southwest corner of Lot 1 of Certified Survey Map No. 4660; thence N17°11'26"E, 343.50 feet along the centerline of S.T.H. '33' to the point of beginning; thence S86°48'58", 279.34 feet; thence North, 125.00 feet; thence West, 245.04 feet to a point on the centerline of S.T.H. '33'; thence S17°11'26", 114.61 feet along said centerline to the point of beginning.

Petition # 23-2006

2006 DEVELOPMENT APPLICATION

Sauk County Office of Planning and Zoning
505 Broadway Street - Sauk County West Square Building
Baraboo, Wisconsin 53913
(608) 355-3285

Instructions:

1. It is strongly recommended that the applicant meet with a staff person prior to completing this application, with adequate time prior to an application deadline.
2. The applicant should complete and sign the form and provide all material listed within this application.
3. Please note: The application and attachments become part of the official public records of Sauk County and are therefore not returnable.

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

ZONING:

CURRENT

EA2

PROPOSED

Agricultural

NAME OF SUBDIVISION (if applicable)

PROJECT

LOCATION

SW 1/4 Sec 35 T9N R5E

TOWNSHIP

Troy

PROPERTY

OWNER

Gary and Linda Mithum

APPLICANT

COPY

PHONE

NUMBER

608 544 3745

MAILING

ADDRESS

Po Box 134 SAUK CITY WI 53583

SIGNATURE OF APPLICANT

Gary Mithum

DATE 9-1-06

Fee Paid

\$350.00

Receipt #

21210 (Credit Account # 10063-444240)

c:

Corporation Counsel's Office

Planning and Zoning Office

County Clerk - For reporting at the next County Board of Supervisors meeting Y/N

County Supervisor 26

TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
Subdivision / Plat Review / Development Plan / PUD \$300 plus \$20/lot	Yes	Preliminary Plat-6 copies Final Plat-11 copies Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement* Architectural Drawings** Other information in Chapter 22 County Code
Rezoning \$350	Yes	Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$350	No	No	**

Aerial photos are available from the Office of Planning and Zoning.

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** Other items which the staff may require.

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February 11, 2006	March 28, 2006
March 3, 2006	April 25, 2006
April 7, 2006	May 23, 2006
May 5, 2006	June 27, 2006
June 9, 2006	July 25, 2006
July 7, 2006	August 22, 2006
August 11, 2006	September 26, 2006
September 8, 2006	October 24, 2006
October 13, 2006	November 28, 2006
No Public Hearing in December	

APPLICATION FEE

Submit the appropriate application fee indicated above. Make checks payable to Sauk County Planning & Zoning.

PROJECT FACTS

Please complete the following information for all proposed subdivisions and rezonings. Contact a staff person if you need assistance.

Name of Subdivision (if applicable) _____

Total Site Area (Acres) _____ (Square Feet) _____

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	EA2	Field / House
North	↓	Woods
South		House / Woods
East		House
West		House

JUSTIFICATION STATEMENT

Please answer the following questions. Contact a staff person if you need assistance.

1. General description of the request.

rezone to allow a pud
at a 20 acres density

2. Related background information on the project and site.

See #1

3. Justification, special reasons or basis for the request.

4

See # 1

SITE/PLOT PLAN

Submit the following plan(s):

Scaled site/plot plan showing: date, north arrow, graphic scale; location of property lines, rights-of way, easements, water courses; streets, driveways, intersections; outlines of all buildings, setbacks, dimensions; means of vehicular and pedestrian access; layout and location of all off-street parking; schematic of drainage system; percentage and size in acres to be reserved as open space, parks and recreation; and the location of proposed trees, shrubs and ground cover, complete site erosion control plan and finished grade plan.

SURVEY/PLAT

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OTHER INFORMATION

Submit these additional items which apply to the types of applications listed below:

1. Subdivisions - Submit a uniform street name plan with the application for a preliminary plat.
2. Development Plan - Submit information as required by Chapter 22, Sauk County Code of Ordinances.
3. Subdivisions/Rezonses - Submit a complete metes and bounds legal description.

**SAUK COUNTY PLANNING AND ZONING
OWNER'S CONSENT FORM**

Gary D. Mottchen, the sole owner of record of the
Owner's Name

property legally described as:

see attached map


states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of Planning and Zoning submitted by Gary D. Mottchen, on behalf
Agent/Representative

of Gary D. Mottchen and expressly consents to the use of the
Applicant/Owner's Name

subject property for the purpose Rezone described in the
Type of Request

application and expressly consents to all conditions which may be agreed to for the application which may be imposed by the Planning, Zoning and Land Records Committee and Sauk County Board of Supervisors. I will permit representatives from the Sauk County Department of Planning and Zoning to access my property at any time for a "site visit" before the public hearing is conducted.

By Gary Mottchen
Owner's Name

 = Area to Rezone

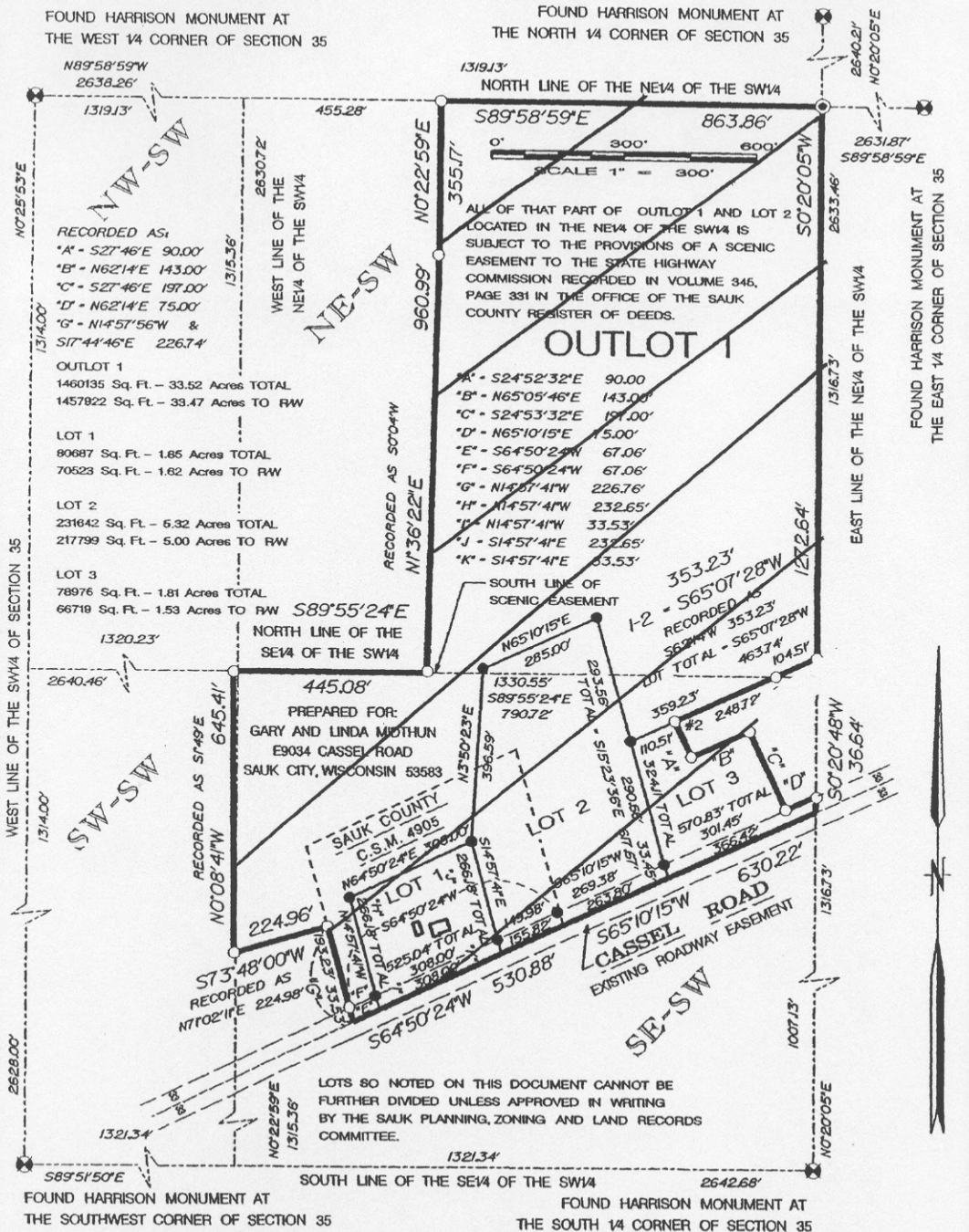
DRAFT CERTIFIED SURVEY MAP NO. _____

LOCATED IN THE NE¹/₄ OF THE SW¹/₄, THE SW¹/₄ OF THE SW¹/₄ AND THE SE¹/₄ OF THE SW¹/₄ OF SECTION 35, T9N, R5E, TOWN OF TROY, SAUK COUNTY, WISCONSIN.

PUD PRESERVATION AREA EASEMENT DOCUMENT NUMBER _____

FOUND HARRISON MONUMENT AT THE WEST ¹/₄ CORNER OF SECTION 35

FOUND HARRISON MONUMENT AT THE NORTH ¹/₄ CORNER OF SECTION 35



**RIVER VALLEY
LAND SURVEYING**

RICHARD MARKS - PHONE (608)643-4391
504 CEDAR STREET - SAUK CITY - WI - 53583

RECEIVED FOR RECORD THIS _____ DAY OF _____, 200__ AT _____ M AND
RECORDED IN VOLUME _____ OF CERTIFIED
SURVEYS ON PAGE _____
REGISTER OF DEEDS _____
DOCUMENT NUMBER _____ SHEET 1 OF 3

RESOLUTION NO. 105-06

**APPROVING PURCHASE OF DEVELOPMENT RIGHTS AGREEMENT
FOR THE GARY D. ERTL PROPERTY
PURSUANT TO THE SAUK COUNTY BARABOO RANGE PROTECTION PLAN**

WHEREAS, by Resolution No. 36-99, the Honorable Sauk County Board of Supervisors approved the Memorandum of Agreement between the United States Government, the State of Wisconsin, Dane County, Sauk County and sundry other entities regarding the improvements of U.S. Highway 12 and the long term protection of the Baraboo Range; and,

WHEREAS, by Resolution No. 74-99, the Honorable Sauk County Board of Supervisors approved the Implementation Agreement between the State of Wisconsin and Sauk County regarding the administration of the WisDOT Baraboo Range National Natural Landmark Protection Fund and the creation of the Sauk County Baraboo Range Protection Plan; and,

WHEREAS, by Resolution No. 119-99, the Honorable Sauk County Board of Supervisors approved the Sauk County Baraboo Range Protection Plan, with said plan calling for the creation of the Baraboo Range Commission to oversee the program and the protection fund; and,

WHEREAS, the Honorable Sauk County Board of Supervisors confirmed the appointment of the nine-member Baraboo Range Commission; and,

WHEREAS, the Baraboo Range Commission, at its April 27, 2006 meeting, approved a motion to offer fair market value, **\$84,000.00**, as determined by a professional appraisal, for the purchase of the development rights for said property, covering 40 acres at a cost of \$2,100.00/acre; and,

WHEREAS, the Baraboo Range Commission believes this offer to purchase agreement is in the best interest of Sauk County and implements the Baraboo Range Protection Plan.

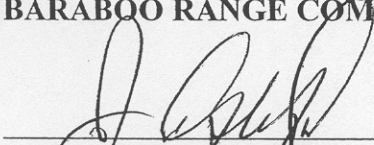
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that said purchase agreement attached hereto as an appendix is hereby Approved.

COPY

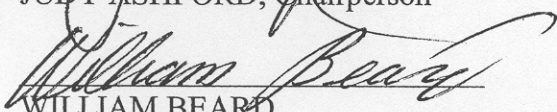
For consideration by the Sauk County Board of Supervisors on September 19, 2006.

Respectfully submitted,

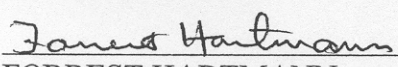
BARABOO RANGE COMMISSION



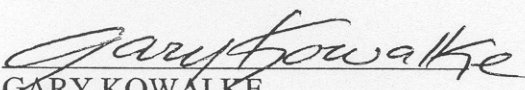
JUDY ASHFORD, Chairperson



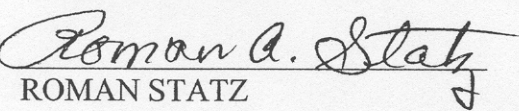
WILLIAM BEARD



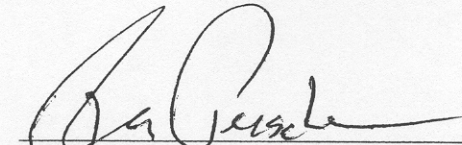
FORREST HARTMANN



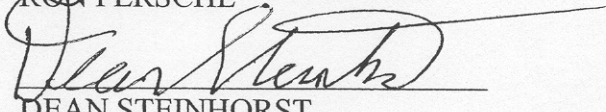
GARY KOWALKE



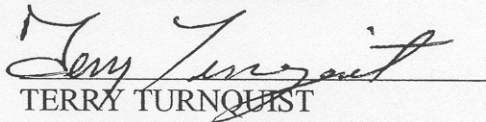
ROMAN STATZ



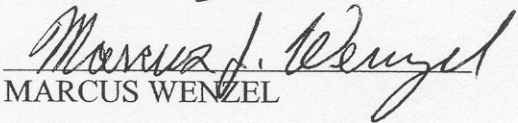
RON PERSCHE



DEAN STEINHORST

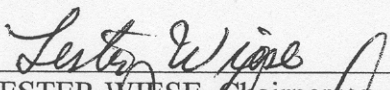


TERRY TURNQUIST

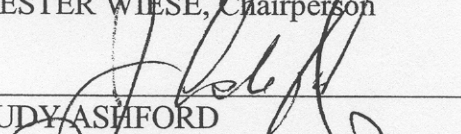


MARCUS WENZEL

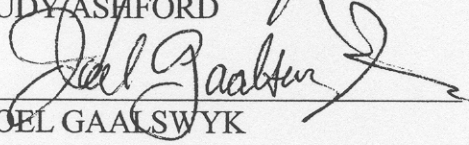
PLANNING, ZONING AND LAND RECORDS COMMITTEE



LESTER WIESE, Chairperson

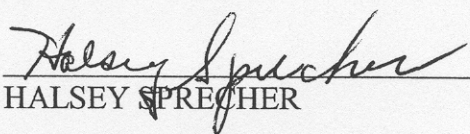


JUDY ASHFORD



JOEL GAALSWYK

GERALD LEHMAN

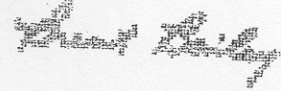


HALSEY SPRECHER

Fiscal Note: Said purchase utilizes the Baraboo Range Protection Fund #27999691-582700.

Recorded
JUNE 09, 2006 AT 09:30AM

**BARABOO RANGE PROTECTION PROGRAM
OPTION FOR THE PURCHASE
OF DEVELOPMENT RIGHTS**



REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$27.00

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, and the mutual terms and conditions hereinafter contained, the receipt and adequacy of which is hereby acknowledged, Gary D. Ertl (the Seller) hereby grants to SAUK COUNTY, a political subdivision of the State of Wisconsin, and its successors and assigns, the exclusive right and option to purchase the development rights in the form of a Conservation Easement to lands located in Sauk County, Wisconsin, and more particularly described on Exhibit "A" attached to this Option ("the Property") under the following terms and conditions:

Recording Area

Name and Return Address:

Dave Tremble
Sauk Co. Planning & Zoning
505 Broadway
Baraboo, WI 53913

020-0499-0000

Parcel Identification Number

1. Option Period. This Option shall remain in effect for a period of six (6) months after the date of this Agreement. Exercise of this Option shall be considered timely if written notice is mailed on or before the expiration date.
2. Purchase Price. The total purchase price for the Conservation Easement shall be in the amount of **Eighty-four thousand and 0/100 (\$84,000.00)** Dollars. Said amount shall be paid to the Seller at closing.
3. Closing. The closing of this Option shall be within thirty (30) days from the exercise of this Option.
4. Evidence of Title. Upon exercise of this Option, Sauk County will obtain a preliminary title insurance commitment on the Property. The commitment shall evidence the Seller's merchantable title in a form acceptable to Sauk County. The cost of the title insurance commitment and the final policy to be issued at Closing shall be paid by Seller at Closing.

Document Number

5. Purpose of Conservation Easement. After the exercise and Closing of this Option, Seller shall confine use of the real estate described herein to activities consistent with the requirements of a Conservation Easement Exhibit "B" attached hereto and made a part hereof, and in recognition of the following checked natural features of the land:

(x) Significant natural habitat in which fish, wildlife, plants or a similar ecosystem thrive in a natural state.

(x) Habitat for rare, threatened or endangered species of animals, fish or plants.

(x) Natural areas which represent high quality examples of terrestrial or aquatic communities.

(x) A natural area which contributes to the ecological viability of a local or state park, nature preserve, wildlife refuge, wilderness area or other similar conservation area.

(x) A scenic landscape and natural character which would be impaired by a modification of the Property.

(x) A scenic panorama visible to the public from publicly accessible sites which would be adversely affected by modifications of the natural habitat.

(x) Sustainable habitat for biodiverse vegetation, birds, fish and terrestrial animals.

(x) Proximity to conserved properties which similarly preserve the existing habitat.

6. Documents for Closing. The Seller and Sauk County shall execute a Conservation Easement in the form set forth in Exhibit "B".

7. Right of Entry and Inspection. Sauk County and its agents shall have the right to enter upon the Property at reasonable times for surveying, appraising, conducting an environmental inspection and assessment, and other reasonable purposes related to this transaction.

8. Remedies. In addition to any other remedy specifically set forth in this Option, Sauk County has the right to enforce the provisions of this Option through an action for specific performance, injunctive relief, damages, contribution or any other available proceedings in law or equity. The election of any one remedy available under this Option shall not constitute a waiver of other available remedies.

9. Binding Effect. This Option becomes effective when last signed by all of the Sellers and shall then apply to and bind each of the Sellers and their heirs, personal representatives, successors and assigns.

BRPP

APPRAISAL SUMMARY

BRPP Application No.: BR2003-02

BRPP Rep: Dave Tremble

Phone: 608-355-3285 Ext. 3435

Landowner: Gary D. Ertl

Location of Property: Section 11: SENW, T10N., R5E. Town of Honey Creek

Size of Property: 40 acres

Size of Protected Property: 40 acres

Acres Excluded from Protection: 0 a.

Rights Appraised: Conservation Easement

Appraiser: Julie Hankes

Review Appraiser: Rod Bush

Appraisal Method: Market Data

Before Value: \$156,000 **After Value:** \$72,000 **Easement Value:** \$84,000

Easement Value/acre: \$2,100 **Percentage of Fee Value:** 54%

Access to Property: Unimproved lane off Rung Road

Building Rights Before: 1 **Building Rights After:** 0

Highest and Best Use Before: Rural residential with potential for one building site

Highest and Best Use After: Recreational use with no building sites allowed.

Other Factors: The existing unimproved hunting cabin may remain and be maintained and replaced if destroyed, but it no further additions or utility improvements may be made.

RESOLUTION NO. 106-06

**APPROVING PURCHASE OF DEVELOPMENT RIGHTS AGREEMENT
FOR THE DALE C. LUNDGREN PROPERTY
PURSUANT TO THE SAUK COUNTY BARABOO RANGE PROTECTION PLAN**

WHEREAS, by Resolution No. 36-99, the Honorable Sauk County Board of Supervisors approved the Memorandum of Agreement between the United States Government, the State of Wisconsin, Dane County, Sauk County and sundry other entities regarding the improvements of U.S. Highway 12 and the long term protection of the Baraboo Range; and,

WHEREAS, by Resolution No. 74-99, the Honorable Sauk County Board of Supervisors approved the Implementation Agreement between the State of Wisconsin and Sauk County regarding the administration of the WisDOT Baraboo Range National Natural Landmark Protection Fund and the creation of the Sauk County Baraboo Range Protection Plan; and,

WHEREAS, by Resolution No. 119-99, the Honorable Sauk County Board of Supervisors approved the Sauk County Baraboo Range Protection Plan, with said plan calling for the creation of the Baraboo Range Commission to oversee the program and the protection fund; and,

WHEREAS, the Honorable Sauk County Board of Supervisors confirmed the appointment of the nine-member Baraboo Range Commission; and,

WHEREAS, the Baraboo Range Commission, at its April 12, 2006 meeting, approved a motion to offer fair market value, **\$62,000.00**, as determined by a professional appraisal, for the purchase of the development rights for said property, covering 40 acres at a cost of \$1,550.00/acre; and,

WHEREAS, the Baraboo Range Commission believes this offer to purchase agreement is in the best interest of Sauk County and implements the Baraboo Range Protection Plan.

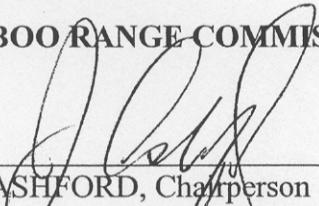
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that said purchase agreement attached hereto as an appendix is hereby Approved.

COPY

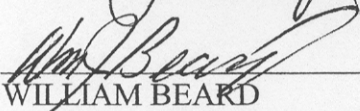
For consideration by the Sauk County Board of Supervisors on September 19, 2006.

Respectfully submitted,

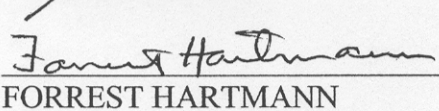
BARABOO RANGE COMMISSION



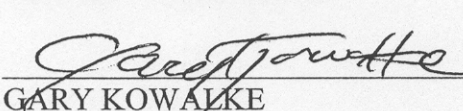
JUDY ASHFORD, Chairperson



WILLIAM BEARD

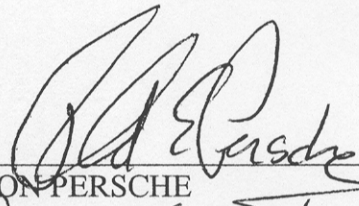


FORREST HARTMANN

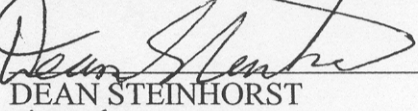


GARY KOWALKE

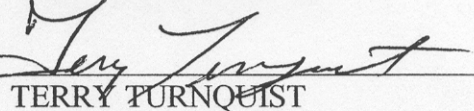
ROMAN STATZ



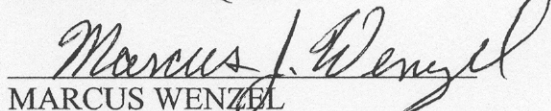
RON PERSCHE



DEAN STEINHORST

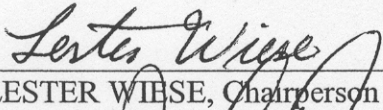


TERRY TURNQUIST

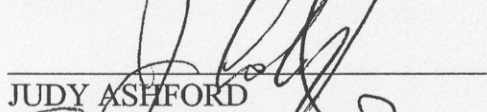


MARCUS WENZEL

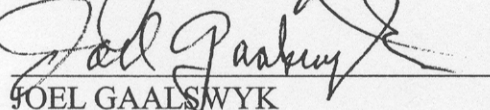
PLANNING, ZONING AND LAND RECORDS COMMITTEE



LESTER WIEBE, Chairperson



JUDY ASHFORD



JOEL GAALSWYK

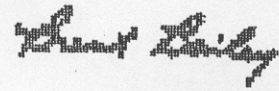
GERALD LEHMAN



HALSEY SPRECHER

Fiscal Note: Said purchase utilizes the Baraboo Range Protection Fund #27999691-582700.

**BARABOO RANGE PROTECTION PROGRAM
OPTION FOR THE PURCHASE
OF DEVELOPMENT RIGHTS**



REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$17.00

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, and the mutual terms and conditions hereinafter contained, the receipt and adequacy of which is hereby acknowledged, Dale C. Lundgren (the Seller) hereby grants to SAUK COUNTY, a political subdivision of the State of Wisconsin, and its successors and assigns, the exclusive right and option to purchase the development rights in the form of a Conservation Easement to lands located in Sauk County, Wisconsin, and more particularly described on Exhibit "A" attached to this Option ("the Property") under the following terms and conditions:

17-
Recording Area

Name and Return Address:

Drafted by:
Dave Tremble
Sauk Co. Planning & Zoning
505 Broadway
Baraboo, WI 53913

020 0495-0000
Parcel Identification Number

1. Option Period. This Option shall remain in effect for a period of six (6) months after the date of this Agreement. Exercise of this Option shall be considered timely if written notice is mailed on or before the expiration date.
2. Purchase Price. The total purchase price for the Conservation Easement shall be in the amount of **Sixty-two thousand and 0/100 (\$62,000.00)** Dollars. Said amount shall be paid to the Seller at closing.
3. Closing. The closing of this Option shall be within thirty (30) days from the exercise of this Option.
4. Evidence of Title. Upon exercise of this Option, Sauk County will obtain a preliminary title insurance commitment on the Property. The commitment shall evidence the Seller's merchantable title in a form acceptable to Sauk County. The cost of the title insurance commitment and the final policy to be issued at Closing shall be paid by Seller at Closing.

5. Purpose of Conservation Easement. After the exercise and Closing of this Option, Seller shall confine use of the real estate described herein to activities consistent with the requirements of a Conservation Easement Exhibit "B" attached hereto and made a part hereof, and in recognition of the following checked natural features of the land:

- (x) Significant natural habitat in which fish, wildlife, plants or a similar ecosystem thrive in a natural state.
- (x) Habitat for rare, threatened or endangered species of animals, fish or plants.
- (x) Natural areas which represent high quality examples of terrestrial or aquatic communities.
- (x) A natural area which contributes to the ecological viability of a local or state park, nature preserve,

wildlife refuge, wilderness area or other similar conservation area.

- (x) A scenic landscape and natural character which would be impaired by a modification of the Property.
- (x) A scenic panorama visible to the public from publicly accessible sites which would be adversely affected

by modifications of the natural habitat.

- (x) Sustainable habitat for biodiverse vegetation, birds, fish and terrestrial animals.
- (x) Proximity to conserved properties which similarly preserve the existing habitat.

6. Documents for Closing. The Seller and Sauk County shall execute a Conservation Easement in the form set forth in Exhibit "B".

7. Right of Entry and Inspection. Sauk County and its agents shall have the right to enter upon the Property at reasonable times for surveying, appraising, conducting an environmental inspection and assessment, and other reasonable purposes related to this transaction.

8. Remedies. In addition to any other remedy specifically set forth in this Option, Sauk County has the right to enforce the provisions of this Option through an action for specific performance, injunctive relief, damages, contribution or any other available proceedings in law or equity. The election of any one remedy available under this Option shall not constitute a waiver of other available remedies.

9. Binding Effect. This Option becomes effective when last signed by all of the Sellers and shall then apply to and bind each of the Sellers and their heirs, personal representatives, successors and assigns.

Document Number

10. Complete Agreement. This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Option or any written amendment shall be binding upon the parties.

11. Time is of the Essence as to all deadlines in this Option.

Dated this 15TH day of AUGUST, 2006.

SELLERS:

[Signature]
Dale C. Lundgren

SAUK COUNTY

By: [Signature]
David N. Tremble
Sauk County Dept. of Planning and Zoning

Dated this 15th day of August, 2006.

ACKNOWLEDGMENT

State of California)
) ss.
Los Angeles County)

Personally came before me this 15th day of August, 2006, the above named Dale C. Lundgren, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Los Angeles County, California.
My Commission:

[Signature]

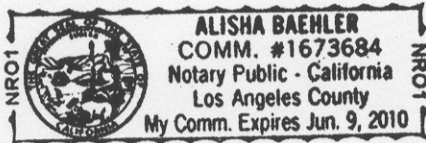
ACKNOWLEDGMENT

State of Wisconsin)
) ss.
Sauk County)

Personally came before me this 15th day of Aug, 2006, the above named David N. Tremble, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Sauk County, Wisconsin. My Commission:

[Signature]



EY CREEK
T.10N.-R.4-5E. PART HONEY CREEK

SEE PAGE 23

SEE PAGE 24

SEE PAGE 24

SEE PAGE 24

S7300

S7700

S8100

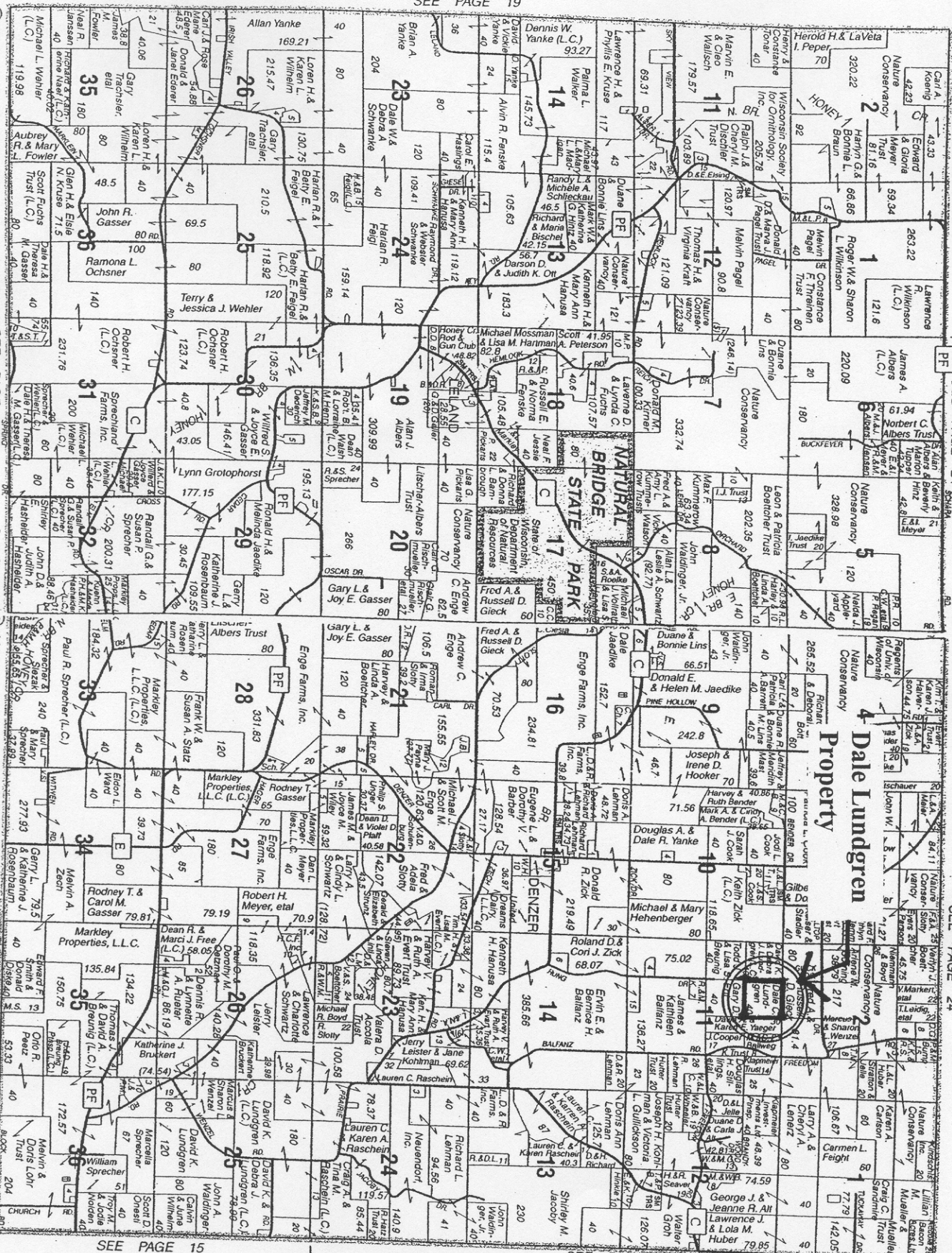
S8500

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SEE PAGE 19



SEE PAGE 15

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R.4 E. → SEE PAGE 13
R.5 E. → SEE PAGE 13
Stauk County, WI
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Stauk County, WI
SEE PAGE 13

BRPP

APPRAISAL SUMMARY

BRPP Application No.: BR2005-07
BRPP Rep: Dave Tremble
Phone: 608-355-3285 Ext. 3435

Landowner: Dale C. Lundgren
Location of Property: Hilltop Road
Town of Honey Creek
Size of Property: 40 ac.
Size of Protected Property: 40 ac.
Rights Appraised: Conservation Easement
Appraiser: Julie Hanks
Review Appraiser: Rod Bush
Appraisal Method: Market Data

Before Value	After Value	Easement Value
Land: \$146,000.00	\$84,000.00	\$62,000.00
Improvements: 0	\$0.00	0
Easement Value/acre: \$1,550.00	Percentage of Fee Value: 42%	

Access to Property: Informal access agreement with neighbor to allow access from Hilltop Road.

Building Rights Before: 1 **Building Rights After:** 0

Highest and Best Use Before: Rural residential use for one home, forestry, recreational and agricultural uses.

Highest and Best Use After: Forestry, recreational and agricultural uses.

Other Factors:

RESOLUTION NO. 10706

APPROVING AMENDMENT TO AGREEMENT WITH THE REEDSBURG UTILITY COMMISSION FOR THE EXCHANGE OF CERTAIN FACILITIES

WHEREAS, by Resolutions No. 75-05 the Honorable Sauk County Board of Supervisors authorized an agreement exchanging services with Reedsburg Utility Commission; and,

WHEREAS, Reedsburg Utility Commission has requested an amendment to the agreement; and,

WHEREAS, the Communications Infrastructure Committee has reviewed and accepted the amendments and feels it is in the best interest to accept these amendments.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that the amendments to the agreement attached hereto as an Appendix between Sauk County and the Reedsburg Utility Commission is hereby approved.

For consideration by the Sauk County Board of Supervisors on September 19th, 2006.

Submitted by:

SAUK COUNTY COMMUNICATIONS INFRASTRUCTURE

Tommy Lee Bychinski, Chair

Robert Sinklair

Virgil Hartje

Don Stevens

Charles Montgomery

COPY

Fiscal Note: No fiscal impact. *KPB*

Information System Note: No information Systems impact.

EXCHANGE OF FACILITIES AGREEMENT

WHEREAS, Sauk County (hereinafter County) is a political subdivision of the State of Wisconsin with its seat of government in Baraboo, Wisconsin existing pursuant to the Wisconsin Constitution and Wis. Stat. Ch. 59; and,

WHEREAS, the Reedsburg Utility Commission (hereinafter Utility) is a utility created by the City of Reedsburg, Wisconsin, a municipal corporation, said Utility established and existing pursuant to Wis. Stat. Chs. 196 and 197; and,

WHEREAS, the parties hereto are both owners of conduit space, dark fiber, and building space, and it is to the mutual benefit of both parties to provide space to each other upon the following terms and conditions; and,

WHEREAS, in the interest of the mutual benefits accruing to the County and the Utility, it is hereby agreed as follows:

Section 1: Parties:

The parties to this Agreement are Sauk County (hereinafter County), and the Reedsburg Utility Commission (hereinafter Utility), with the respective addresses indicated as follows:

County: Sauk County, 510 Broadway Street, Baraboo, Wisconsin 53913.

Utility: Reedsburg Utility Commission, 501 Utility Court, Reedsburg, Wisconsin 53959.

Section 2: Commencement Date and Basic Agreement: This agreement shall commence on June 22nd, 2005, and the parties hereby agree to exchange conduit space, dark fiber, and building space.

Section 3: Obligations of the Parties and Description of Property to Be Exchanged:

3.1 Obligations of the County and Property:

~~3.1.1 Provide 6 strands of dark fiber, distributed evenly between 3 buffer tubes, from Zobel Substation S2298 Cty Hwy H Reedsburg, WI to the Lake Delton Tower Site E10090 Xanadu Rd. Lake Delton, WI.~~

3.1.1a Provide 2 strands of dark fiber from Zobel Substation S2298 CTH Hwy H Reedsburg, Wisconsin to the Lake Delton Tower Site located at E10090 Xanadu Road, Lake Delton, Wisconsin.

3.1.1b Provide 2 strands of dark fiber from Utility's K Street cabinet to the Happy Hill Tower Site located at E8999 Wienke Road in the Township of Freedom, Wisconsin.

3.1.2 Provide duct capacity from the Lake Delton Tower Site to the vault at the intersection of Cty Hwy P and HWY 23.

3.1.3 Provide building occupancy for connectivity needs. Includes interior space at ~~Lake Delton Tower Site, E10090 Xanadu Road Lake Delton, WI~~ Happy Hill Tower Site located at

E8999 Wienke Road, North freedom, Wisconsin, building entry piping, and termination space in 1-19" racks. The County will allow for 24/7 access to this site. While electrical and HVAC facilities will be available, the County may, as mutually agreed upon, charge the Utility for increased electrical costs, incurred as a result of the Utilities equipment demand. The county will provide patching between termination panels from the Happy Hill Tower to the Utilities K Street cabinet.

3.1.4 Locating service for fiber optic cable occupying County duct space.

3.1.5 Maintenance and restoration of fiber optic cable occupying County duct space.

3.2 Obligations of the Utility and Property:

3.1.1 Provide duct capacity in the City of Reedsburg for the placement of fiber optic cable. Includes the use of 31,281' of 2" duct and adjacent vaults. This duct space would provide the County connectivity from Zobel Substation to the County Hwy Shop. (SEE ATTACHED MAP)

3.1.2 Provide 2 strands of dark fiber from the Utilities K Street cabinet to the County's Human Services Building. (See attached map)

3.1.3 Provide 2 strands of dark fiber from the County Highway Shop in Reedsburg to the point where LaValle Telephone Cooperative's fiber meets with the Reedsburg fiber network.

3.1.4 Locating service for fiber optic cable occupying Utility duct space.

3.1.5 Maintenance and restoration of fiber optic cable occupying Utility duct space.

3.3 Both parties shall provide each other reasonable access to the shared facilities for the purpose of effectuating this agreement. Both parties shall provide reasonable advance notice to the other, or make mutually agreeable arrangements for access to shared facilities, and such access shall not be unreasonably withheld.

Section 4: Appraisal of Property in Exchange: Estimated facility values are denoted in Attachment A, "Summary of Property Appraisal – Exchange of Facilities Joint Agreement". The monetary amounts noted in "Attachment A" of the items being exchanged are shown for the reason of value comparison only. Both the County and the Utility agree to waive all costs associated with the specific items listed in the attachment.

Section 5: Additional Construction and Maintenance:

5.1 Additional Construction: The County and the Utility shall divide the costs for additional construction based on a formula of twenty-five (25%) percent cost to the County and seventy-five (75%) percent cost to the Utility for duct space between Zobel Substation and the County Highway shop in Reedsburg. The parties agree to jointly approve the bids for this work.

5.2 Maintenance and Relocation of Shared Facilities: The costs for any damage to joint facilities, or costs incurred because of circumstances that result in the relocation of joint facilities, shall be divided between the parties on the basis of the non-owning party's proportional use of the property.

The method of determining the proportional use shall be based on the percentage of fiber used by the non-owning party. The percentage of cost related to maintenance shall be billed by the owning party to the non-owning party upon completion and acceptance of the relocation or repair by both parties. Any fiber damage that requires restoration shall be repaired in an expedient manner and with all due diligence that is commercially reasonable in view of the essential public services provided by this agreement. Responses to repairs shall not exceed four (4) hours. If duration of the repair is determined to be detrimental to the non-owning party, both parties shall work in good faith and with all due diligence as provided herein to seek temporary or permanent alternate routing of facilities.

Section 6. General Provisions:

6.1 Payment: Both Parties agree that the cost for any facilities exchanged in the future shall be based on the rates set forth in "Attachment A". Payment for the exchange of any future facilities is to be made annually one year from the date of the agreement being signed, and every subsequent year thereafter on that date. Costs of all future items exchanged will be prorated monthly until the facility or service agreed to is put into or taken out of use. Monetary adjustments for the exchange of future facilities shall be made annually at the commencement date of the contract signing. The Utility shall invoice the County for the amount described in 5.1 upon project completion.

6.2 Insurance: Each Party shall maintain general liability, workers compensation and umbrella insurance coverage in amounts sufficient to protect both parties from any and all claims, demands, suits or other actions of a private or civil authority with regard to the actions of the other party. Both parties agree that it shall defend, indemnify and hold harmless the other party from the actions of its employees or agents that may give rise to any claim or cause of action that may result from the use of the other party's facilities as provided herein.

6.3 Diggers Hotline: Both Parties shall have all buried plant registered with Digger's Hotline.

6.4 Assignment: Neither party shall be allowed to assign or transfer its rights under this agreement except to a public entity successor that assumes the public service responsibilities of the party. No transfer to a commercial private entity of any property hereunder shall be made without the express consent of the other party. Notwithstanding, nothing contained herein shall prevent one party from leasing or authorizing the use of its facilities, or incidental commercial use of the shared facilities, to a private commercial entity who enters into a contract with one of the parties.

6.5 Notices: All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the parties at the address indicated in Section 1.

6.6 Entire Agreement: This Agreement in conjunction with Attachment A, the attached map, and any other attachments, contain the entire Agreement between the County and Utility. There are no other promises or conditions or any other agreements either oral or written. This Agreement supersedes any prior written or oral agreements between the County and Utility.

6.7 Amendment: This Agreement may be modified or amended if the amendment is made in writing, approved by the respective governing bodies of the and is signed by both the Utility and the County.

6.8 Severability: If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6.9 Waiver of Contractual Right: The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

6.10 Applicable Law: This agreement shall be governed by the laws of the State of Wisconsin and the venue for any litigation between the parties and not involving a third party shall be the Sauk County Circuit Court. Notwithstanding, the parties agree that they shall whenever possible seek to resolve differences between them without recourse to litigation, and the parties may mutually agree to mediation, arbitration or alternative dispute resolution.

6.11 Term of Agreement: The term of this agreement shall commence with the commencement date contained herein, and continue in effect for an initial term of five (5) years unless otherwise terminated as provided herein. The agreement shall renew for an additional five (5) year term unless either party shall provide notice to the other at least one hundred and twenty (120) days prior to the expiration date. Should either party withdraw from this agreement, it is understood and agreed that the parties shall work cooperatively to ensure that service is not disrupted, and that both parties are able to comply with their obligations to the public and any third party lessees without disruption in service.

FOR THE COUNTY:

FOR THE UTILITY:

Tim Stieve, Director of Emergency Management,
Buildings & Safety
Pursuant to Resolution No. 75-05

ATTACHMENT A

Summary of Property Appraisal “Exchange of Facilities Joint Agreement”

Section 2. Appraisal of Property in Exchange

Reedsburg Utility Facilities

- Utility annual duct lease to the County (31,281’); \$8,758.68
- Utility annual dark fiber lease to the County (4 strands) \$2,340.00

Sauk County Facilities

- County annual dark fiber lease to the Utility (6 4 strands) ~~\$10,800.00~~ \$10,368.00
- County annual duct lease to the Utility (2,860’); \$800.80

Reedsburg Utility Facilities

Item One – Utility annual duct lease to the County; \$8,758.68

This lease is based on the rate of \$0.28 per foot for ¼ capacity of 31,281’ of 2” duct.

Item Two – Utility annual dark fiber lease to the County (4 strands) \$2,340.00

One pair of fibers from the County Hwy Shop to the point where the Utility’s fiber meets LaValle Telephone Cooperative’s fiber and one pair of fibers from the Utilities K Street cabinet to the County’s Human Services Building. This cost is based on \$30.00 per pair of fibers per mile monthly. One pair of fiber spanning 4.8 miles at \$144.00 per month and one pair of fibers spanning 1.7 miles at \$51.00 per month.

Sauk County Facilities

Item One – County annual dark fiber lease to the Utility (6 4 strands); ~~\$10,800.00~~

\$10,368.00. This is the cost for the County to provide a total of 28.8 miles of dark fiber, 2 strands totaling 10 miles from Zobel Substation to the Lake Delton tower and 2 strands totaling 18.8 miles from K Street Utility cabinet to the Happy Hill Tower. ~~this connectivity to the Utility over this term.~~ This cost is based on \$30.00 per pair of fibers per mile monthly. ~~Three~~ Two pairs (4 strands) of fiber spanning ~~10 miles~~ a total of 28.8 miles at ~~\$900.00~~ \$864 per month.

Item Two - County annual duct lease to the Utility (2,860’); \$800.80

This lease is based on the rate of \$0.28 per foot for ¼ capacity of 2,860’ of 2” duct.

TOTALS

Sauk County Facilities	\$11,600.80
Reedsburg Utility Facilities	<u>\$11,098.68</u>
Difference	\$—502.12 \$70.12

RESOLUTION NO. 108-06

AUTHORIZING TO PURCHASE 2007 FORD F-250 CREW CAB PICKUP

WHEREAS, the Emergency Management Department has a large decontamination trailer and a large mass casualty trailer that need to be towed to emergency situations; and,

WHEREAS, the Communication Specialist is also part of the same department and is in need of a vehicle to haul equipment to the various towers and will be using the existing department vehicle for routine transportation; and,

WHEREAS, this vehicle would be shared by the entire Emergency Management, Buildings and Safety department, including Communications; and,

WHEREAS, the cost of the proposed 2007 Ford F-250 Crew Cab pickup includes four wheel drive, a tow package and a plow package which could reduce the budget of the Buildings Department by eliminating much of the snow removal cost, and said truck can be purchased from Ewald Automotive Group in Oconomowoc through state bid for \$22,677.00 plus a \$60 delivery fee and \$4,055 for a 7 1/2' Western straight blade pro-plow; and,

WHEREAS, the Emergency Management Department is part of Buildings and the Buildings Department currently hires a company to plow snow at a cost of \$16,000 in 2005 and has the ability to bill the City of Baraboo for 39.21% of snow removal in the West Square Parking lot, and, a plow on this truck should significantly reduce the annual cost; and,

WHEREAS, the 2006 Emergency Management adopted budget contains \$25,000 in Capital Outlay for the purchase of a vehicle; and,

WHEREAS, the 2006 Buildings budget has \$1,792.00 in their operating account to cover the balance of the cost of the plow; and,

WHEREAS, the Sauk County Emergency Management Department currently has a 1995 Chevrolet van that can be used for attending meetings and light duty; and,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that the Sauk County Emergency Management Department be authorized and directed to purchase a 2007 Ford Super Duty F-250 Crew Cab Pickup with plow from Ewald Automotive Grup in Oconomowoc, WI for a cost of \$26,792.00.

COPY

RESOLUTION NO. 108 -06
AUTHORIZATION TO PURCHASE 2007 FORD F-250 CREW CAB PICKUP

For consideration by the Sauk County Board of Supervisors this 19th day of September, 2006

Respectfully submitted,

SAUK COUNTY EXECUTIVE
AND LEGISLATIVE COMMITTEE:

SAUK COUNTY PROPERTY &
INSURANCE COMMITTEE:

MARTY KRUEGER, CHAIR

Virgil Hartje

VIRGIL HARTJE, CHAIR

JUDY ASHFORD, VICE-CHAIR

Larry Volz

LARRY VOLZ, VICE-CHAIR

JOAN FORDHAM

Al Dippel

AL DIPPEL

DONALD STEVENS

Charles Montgomery

CHARLES MONTGOMERY

WILLIAM F. WENZEL

CATHERINE HORENBERGER

Fiscal Note:

Expenditure of \$25,000.00 from the Emergency Management Capital Outlay Fund 10022290 581900, and \$1,792.00 from the General County Buildings Small Equipment account 10017182 531400.

Information System Note: No Information System impact

Authorization for Sauk County Health Care Center to Accept the Donation of an Anonymous Individual

WHEREAS, a former Resident's family, in remembrance, has contributed \$25,000 to the Sauk County Health Care Center; and,

WHEREAS, in compliance with Sauk County Financial Policy 1-94 and Sauk County Health Care Center policy, all donations to Sauk County must be accepted and monitored by the Finance committee; and,

WHEREAS, the family wishes to remain anonymous; and,

WHEREAS, the donor has suggested that the money be utilized for Resident centered use such as for a chapel and music or activity area but did not want to limit the use where needed.

NOW THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County gratefully accepts the above donation to the Sauk County Health Care Center and designates its use for resident centered use; and,

BE IT FURTHER RESOLVED, that the Health Care Center budget be amended to appropriate these funds for expenditure.

For consideration by the Sauk County Board of Supervisors on September 19, 2006.

Respectfully submitted,

SAUK COUNTY HEALTH CARE CENTER COMMITTEE

Art Carlson, Chair

Paul Endres

Catherine Horenberger

Linda Borleske

Henry Netzinger

FINANCE COMMITTEE

Tommy Lee Bychinski, Chair

Martin Krueger

Joan Fordham

Thomas Kriegl

William F. Wenzel

COPY

Fiscal Note: The donation will be used to augment activities for residents at the Sauk County Health Care Center.

Information System Note: No information system impact.

RESOLUTION NO. 110-06

**AUTHORIZATION TO CONTRACT WITH TECHNOLOGY SOLUTIONS GROUP
INC. TO COMPLETE PHONE SYSTEM UPGRADES AT THE COURTHOUSE**

WHEREAS, the existing phone system platform is no longer manufactured and will be phased out in the next few years thus making it critical that we begin the upgrading of our systems; and,

WHEREAS, the Courthouse System is the main control point for the other four systems and needs to be upgraded first; and,

WHEREAS, the Emergency Management, Buildings & Safety Administrator issued a Request for Bid to complete these upgrades; and,

WHEREAS, money for such upgrades is included within the County Phone System budget; and,

WHEREAS, following careful evaluation of the submitted proposals, your committee recommends that it is in the best interest of Sauk County to accept the proposal of Technology Solutions Group Inc. at a cost of \$79,870.83 to complete the Courthouse Phone System Upgrades,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Emergency Management, Buildings & Safety Administrator is hereby directed and authorized to contract with Technology Solutions Group Inc. to complete phone system upgrades to the Courthouse Phone System at a cost of \$79,870.83.

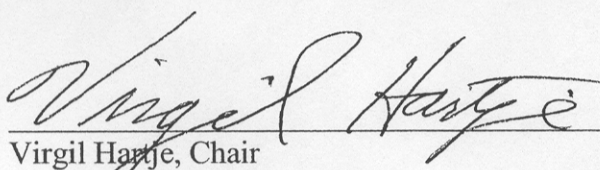
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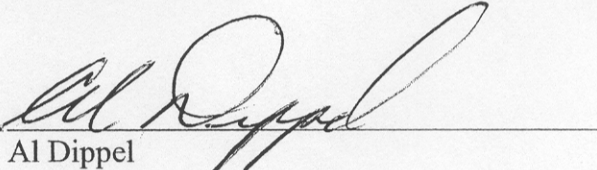
RESOLUTION 110 -06
AUTHORIZATION TO CONTRACT WITH TECHNOLOGY SOLUTIONS GROUP
INC. TO COMPLETE PHONE SYSTEM UPGRADES AT THE COURTHOUSE

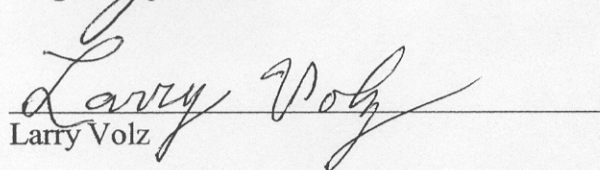
For consideration by the Sauk County Board of Supervisors on September 19th, 2006.

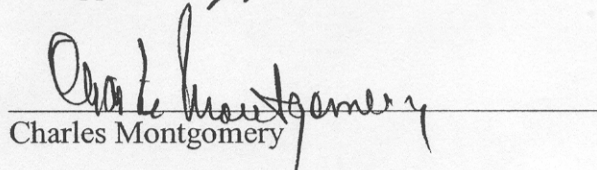
Respectfully submitted,

SAUK COUNTY PROPERTY & INSURANCE COMMITTEE


Virgil Hartje, Chair


Al Dippel


Larry Volz

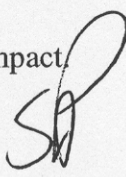

Charles Montgomery

Catherine Horenberger

Fiscal Note: \$90,000 for this work is budgeted in the Building Services, Phone System Budget.

Information System Note: No MIS System impact.

KRB



2006 PHONE SYSTEM UPGRADE - BIDS RECEIVED

COMPANY	BASE BID
Strategic Product & Services	\$94,947.00
Cross	\$85,311.68
Technology Solutions Group, Inc.	\$79,870.83
NACR	\$90,643.56

EMBSIPHONESIBID TALLY2 2006 UPGRADE

RESOLUTION /// - 06

**RESOLUTION OF DISSOLUTION OF THE BIOTERRORISM
CONSORTIUM AND PROVIDING FOR THE DISPOSITION
OF ASSETS AND LIABILITIES**

WHEREAS, in the wake of the September 11, 2001, attacks upon the United States and the anthrax attacks on the United States Capitol and media outlets which soon followed thereafter, concern for the possibility of additional bioterrorism attacks was greatly heightened; and,

WHEREAS, the United States government and the State of Wisconsin introduced various initiatives to promote readiness, including recommending the creation of various consortiums around Wisconsin to unite local jurisdictions' health departments in preparation for future bioterrorism incidents; and,

WHEREAS, the Counties of Adams, Columbia, Juneau, Marquette, and Sauk formed a consortium in late 2002 in response to the State initiative, and negotiated an agreement for the establishment and operation of that consortium; and,

WHEREAS, the State of Wisconsin has now indicated that it wishes to restructure the consortiums by combining larger groups of local units, and has indicated that the existing consortiums should be dissolved;

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the following is hereby adopted and directed:

1. Pursuant to Section 6(c) of the Agreement creating the Bioterrorism Consortium of Adams, Columbia, Juneau, Marquette and Sauk Counties, the undersigned County Board hereby serves notice upon the other counties in the State of Wisconsin of the dissolution of the consortium.
2. The dissolution shall be effective on December 31, 2006, subject to the provisions of this Resolution.
3. The report of the consortium, attached hereto as Attachment 1, which sets forth a plan to wind up the activities of the consortium is hereby incorporated by reference. The undersigned County Board hereby joins in approving said wind up plan, and in the proposed resolution of the liabilities and disposition of any remaining assets of the consortium; and,

BE IT FURTHER RESOLVED, that the Sauk County Board of Supervisors expresses its appreciation to the staff of the consortium and to those involved for the efforts they made in creating the structure for responding to any future biological incidents; and,

COPY

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be sent to the County Clerk of each of the participating counties.

For consideration on September 19, 2006.

Respectfully submitted:

**PUBLIC HEALTH BOARD
Sauk County Board Members**

Citizen Members

JOHN EARL, Chairperson

SANDY SCHLENDER

LOWELL HAUGEN

DR. STUART HANNAH

THOMAS KRIEGL

STACY CLEMENT

ROSE WHITE

FISCAL NOTE: Funds of the Consortium shall be held for one year after dissolution in order that there is a reserve fund from which to pay any contingent liabilities. After one year, should there be no further liability, the funds shall be dispersed to the member counties.

KPB

Attachment 1

**PLAN FOR THE WIND UP OF THE
BIOTERRORISM CONSORTIUM OF
ADAMS, COLUMBIA, JUNEAU, MARQUETTE AND SAUK COUNTIES**

Introduction

As the result of the change in policy direction of the State of Wisconsin, the five-county consortium of Adams, Columbia, Juneau, Marquette and Sauk Counties will be dissolved on December 31, 2006. The agreement which created the consortium in late 2002 provides for the dissolution of the consortium after resolutions have been approved and arrangements have been made for handling the liabilities and assets of the consortium.

Pursuant to the provisions of the agreement, the following plan addresses the wind up of the activities of the consortium.

The principal consideration involved in winding up the consortium is arranging for the orderly disposition of the assets of the consortium and accounting for the closure costs associated with the staff members who were engaged to do the work of the consortium. Although these employees were engaged on behalf of the consortium, their employer of record is Sauk County. Upon the cessation of the consortium activities, the employees involved will be laid off. If they have not found other employment, they are entitled to receive unemployment compensation. Additionally, there is a possibility that incurred, but not reported, claims related to the consortium operations may be asserted in the future. For that reason, the proposed wind up plan leaves a reserve in place against which such claims may be paid for the first year after dissolution. The parties understand that in the event that any consortium expenses are asserted after the one-year period, or in amounts beyond the available resources, charges against the constituent counties will be made according to the membership formula provided for in the agreement.

I. Assets

Funds on hand, etc.; net assets

II. Liabilities

Reserve for unemployment compensation, etc.; net liabilities; consortium fund balance

Wind Up Procedure

The Sauk County Health Director is appointed consortium administrator, and is authorized to will receive invoices and claims for services and payment through the date of dissolution and pay the sums claimed out of consortium funds. The consortium administrator shall issue notices of termination to affected employees with a last day of employment indicated As of December 31, 2006, the consortium administrator will issue notices of termination of all

~~the employees engaged in consortium operations.~~ After December 31, 2006, the consortium administrator will know the extent to which consortium employees have found other employment or will be required to apply for unemployment compensation. The administrator will set aside a reserve of \$8,400 per employee applying for unemployment compensation to assure that funds are available to pay the maximum total unemployment compensation benefit. If any cash balance remains in the consortium fund after these reserves have been set aside, they will be held for one year after January 1, 2008. Any remaining fund balance shall be distributed equally to the five participating counties ~~after that date.~~ Distribution of funds does not relieve a participating county from liability for assessments in the event that future charges are incurred.

s:\ccounsel\40\40bratdis6doc

RESOLUTION NO. 112 - 06

**AUTHORIZING A CONTRACT WITH STRANG, INC. FOR
PROFESSIONAL SERVICES IN CONNECTION WITH
THE LIVING AND LEARNING CENTER PROJECT AT
THE UNIVERSITY OF WISCONSIN-BARABOO/SAUK COUNTY COLLEGE**

WHEREAS, in 1966, the County of Sauk and the City of Baraboo jointly purchased certain real property that was improved and developed on a cooperative basis to become the University of Wisconsin-Baraboo/Sauk County College; and,

WHEREAS, in 1969, the County of Sauk and the City of Baraboo created the University of Wisconsin-Baraboo/Sauk County Campus Commission to oversee the County and City's interest in the Campus; and,

WHEREAS, the University of Wisconsin-Baraboo/Sauk County College has become an important asset to the people of Sauk County and the City of Baraboo providing an important educational asset for adults desiring higher education in the area; and,

WHEREAS, over the years, the joint owners and the University of Wisconsin System have worked diligently to develop the Campus; and,

WHEREAS, in March of 2006, the Campus Commission, the County of Sauk, and the City of Baraboo authorized the creation of a Living and Learning Center Development and Building Committee to oversee the design, development, planning and construction of the Living and Learning Center, and the Development and Building Committee was expressly tasked to conduct a competitive selection for an architect and/or any other consultants necessary to begin the planning and development of the project as well as preparing any necessary construction documents to prepare for construction of the residence hall; and,

WHEREAS, the Living and Learning Center Development and Building Committee met, and determined that professional services were required to complete three interrelated steps in order to proceed with construction of the Living and Learning Center; these steps consisting of a campus master plan, a financial study to determine the financial feasibility of the project, and design development work on the Living and Learning Center itself; and,

WHEREAS, the County of Sauk has appropriated \$100,000 toward the Living and Learning Center project, and these funds are available for this purpose; and,

WHEREAS, after a rigorous pre qualification process and competitive selection process, the Living and Learning Center Development and Building Committee has determined to recommend entering into a contract with Strang, Inc., as their first choice, and Kubula Washatko Architects, Inc., as their second choice recommendation; and,

COPY

WHEREAS, your undersigned Campus Commission believes the recommendation of the Living and Learning Center Development and Building Committee is correct, and thus, does hereby recommend to the joint owners entering into a contract with Strang, Inc., to perform the work specified.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the County supports the Joint Owners entering into a contract with Strang, Inc., to perform the work specified in the competitive selection documents in advancement of the Living and Learning Center project to the extent budgeted funds are available; and,

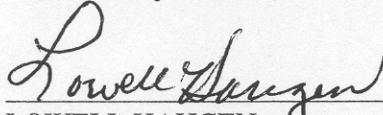
BE IT FURTHER RESOLVED, that entering into the contract is contingent upon the City of Baraboo passing a substantively similar resolution, the Corporation Counsel is directed to review the contract with Strang, Inc. prior to signature, and the County Board Chairperson and the County Clerk are hereby authorized to sign said contract on behalf of the County.

For consideration on September 19, 2006.

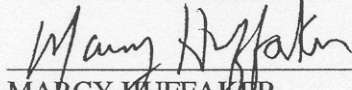
Respectfully submitted:

UNIVERSITY OF WISCONSIN-BARABOO/SAUK COUNTY CAMPUS COMMISSION

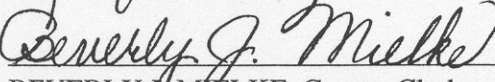
Sauk County Members



LOWELL HAUGEN

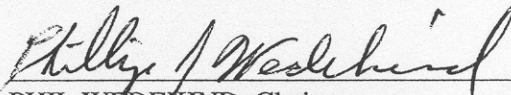


MARCY HUFFAKER

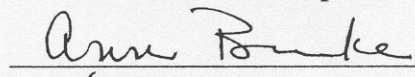


BEVERLY J. MELKE, County Clerk

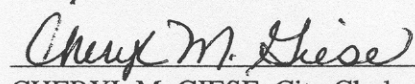
City of Baraboo Members



PHIL WEDEKIND, Chairperson

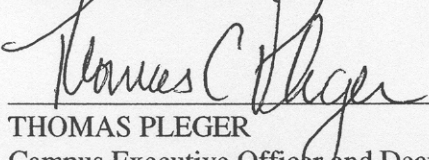


ANNE BURKE




CHERYL M. GIESE, City Clerk

University of Wisconsin
Baraboo/Sauk County



THOMAS PLEGER
Campus Executive Officer and Dean

Citizen Member



TOM GEIMER

Fiscal Note: The 2006 Sauk County budget appropriates \$100,000 of General Fund balance for planning and design development, and these funds are available for the purposes specified herein. *KPB*

MIS Note: No MIS impact.