#### - Agenda -



#### **Sauk County Board Of Supervisors**

Tuesday, August 21, 2007 6:00 p.m. West Square Building, 505 Broadway, Rm. #326 Baraboo, Wisconsin 53913

Special Meetings:

**Transportation and Parks Committee: 5:40 p.m.**, @ Gallery of County Board Room #326A, to review and approve: 1.) Purchase of replacement backhoe attachment.

**Personnel Committee: 5:45 p.m.** @ Gallery of County Board Room #326A, to consider: 1.) Resolution Ratifying the 2007 - 2008 Collective Bargaining Agreement between Sauk County and SEIU Local 1199W United Professionals for Quality Health Care.

**Finance Committee: 5:50 p.m.**, @ 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:
  - 1.) Richard Mac Donald, Baraboo Public Library Director
  - 2.) Paul Endres, Chair, Health Care Center Board of Trustees
- Public comment.
- Communications:
  - 1.) Letter from Congressman Ron Kind, regarding the Beloit Casino (page 6)
- Bills & referrals.
- Claims.

#### Appointments:

- 1.) Sauk County Health Care Center Building Committee:
  - Supervisor Virgil Hartje (Property & Insurance Committee)
  - Supervisor Paul Endres (Sauk County Health Care Center Board of Trustees)
  - William Higgins (citizen member Sauk County Health Care Center Board of Trustees)
  - Supervisor Joan Fordham (Continuum Of Care Committee)
  - Supervisor Tommy Lee Bychinski (Finance Committee)

#### Unfinished Business.

- Reports (informational no action required):
  - 1. Beverly J. Mielke, Sauk County Clerk, rezoning petitions received per Wisconsin State Statutes 59.69(5)(e):
    - Petition 10-07 Rezoning request, Township of Spring Green, From Agricultural to Single Family & Resource Conservancy 5. Filed by Township of Spring. (pages 7-13)
  - 2. Sauk County Quarterly Financial Report (pages 14 & 15)
  - 3. Bill Orth, Sauk County Human Services Director; Pam Semb R.N. NHA, Administrator of La Crosse County Lakeview Health Center; Gerald Huber, Director of La Crosse County Human Services Department; and Jason Gillett, La Crosse County Board Supervisor on the La Crosse County Aging & Long Term Care Committee: La Crosse County Lakeview Health Center Collaboration
  - 4. Supervisor Fordham, Chair, Continuum of Care Committee.
  - 5. Supervisor Ashford, Vice-Chair, Executive & Legislative Committee.
  - 6. Marty Krueger, County Board Chair
  - 7. Kathryn Schauf, Administrative Coordinator

#### Consent Agenda:

#### Page # Committee:

#### **HEALTH CARE CENTER BOARD OF TRUSTEES:**

Resolution No. 85-07 Commending Rita Rufenacht For 16 Years Of Faithful Service To The People Of Sauk County.

#### PROPERTY & INSURANCE COMMITTEE:

17 Resolution No. 86-07 Commending Frederick R. Cobbs For Over Nineteen Years Of Faithful Service To The People Of Sauk County.

#### PUBLIC HEALTH BOARD:

Resolution No. 87-07 Commending Beverly J. Muhlenbeck For Thirty One Years Of Faithful Service To The People Of Sauk County.

#### Resolutions & Ordinances:

#### Page # COMMITTEE:

#### **BARABOO RANGE COMMISSION:**

19 - 27 Resolution No. 88-07 Approving Purchase Of Development Rights
Agreement For The John Waldinger, Jr. Property Pursuant To The Sauk
County Baraboo Range Protection Plan.

### **HEALTH CARE CENTER BOARD OF TRUSTEES:**

28 - 33 Resolution No. 89-07 Authorizing Contracting With WIPFLi To Implement The Nursing Structural Changes And Contracting With Gunderson & Graham Healthcare Consulting (GGHC) To Fulfill Interim Duties As The Sauk County Health Care Center Superintendent.

#### **HUMAN SERVICES BOARD:**

Resolution No. 90-07 Authorizing Sauk County Department of Human Services To Pursue Partnering With La Crosse County And Other Counties On A Non-Stock Collaborative Organization Regarding Lakeview Health Center.

# LAW ENFORCEMENT & JUDICIARY COMMITTEE, EXECUTIVE & LEGISLATIVE COMMITTEE, and FINANCE COMMITTEE:

Resolution No. 91-07 Approving The Acceptance And Disbursement Of Homeland Security Interoperability Grant Funds.

#### PERSONNEL COMMITTEE:

- 38 41 Resolution No. 92-07 Ratifying The 2007-2008 Collective Bargaining Agreement Between Sauk County and Wisconsin Professional Police Association, Clerical.
- 42 50 Resolution No. 93-07 Ratifying the 2007 2008 Collective Bargaining Agreement Between Sauk County and SEIU Local 1199W United Professionals for Quality Health Care.

### PLANNING, ZONING & LAND RECORDS COMMITTEE:

Ordinance No. 94-07 Approving The Rezoning Of Land In The Town Of Dellona From An Agricultural To A Commercial Zoning District Filed Upon Vern & Tammy Mittlesteadt, Property Owners (Petition 7-2007).

### PUBLIC HEALTH BOARD and FINANCE COMMITTEE:

Resolution No. 95-07 Authorizing The Public Health Department To Accept The Donation Of The St. Clare Foundation.

### TRANSPORTATION & PARKS COMMITTEE:

- Resolution No. 96-07 Petitioning The Wisconsin Secretary Of Transportation For Airport Improvement Aid By The Tri-County Airport Commission Sauk, Richland and Iowa Counties, Wisconsin.
- Resolution No. 97-07 Ordinance Reducing The Speed Limit On A Portion Of County Trunk Highway P Located In The Township Of Delton.
- Adjournment to a date certain.

Respectfully submitted,

Marty Krueger County Board Chair

# √ ATTENTION - County Board members, County staff, & public:

Materials handed out at Sauk County Board of Supervisors meetings are required to be placed on file with the official records of the Proceedings of the Sauk County Board of Supervisors. Furnish the County Clerk a copy of:

- 1.) informational handouts distributed to Board members; and
- 2.) original letters/communications presented to the Board

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

✓ ATTENTION - County Board members: reservation forms are due Wednesday, August 22, 2007 for the WCA Conference on October 7, 8 & 9, 2007. Turn in forms to Beverly J. Mielke, Sauk County Clerk.

✓ **ATTENTION - County Board members** regarding **WCA Conference** on October 7, 8 & 9, 2007: Per diem and mileage will be paid for meetings held on Sunday, Monday and Tuesday, October 7, 8 & 9, 2007. Sauk County Financial Policy does not allow for reimbursement of meals or lodging for events held within the County. Supervisors will personally be responsible for reserving and paying for lodging accommodations.

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

Agenda mail date via United States Postal Service: Wednesday, August 15, 2007

Agenda preparation: Marty Krueger, County Board Chairman, with the assistance

of Kathryn Schauf, Administrative Coordinator and

Beverly J. Mielke, County Clerk

s:/everyone/admin/ag082107.lwp

RON KIND

THURO DISTRICT, WISCOSSIN

SENTOR WHIP

1406 LONGWORTH HOUSE OFFICE BUILDING WASHINGTON, DC 20515. (202) 225-5506 FAX. (202) 225-5739 TFY: (207) 226-1772

Withstre: www.house.gov/kind-

## Congress of the United States House of Representatives

Washington, DC 20515

August 3, 2007

RECEIVED

WAYS AND MEANS COMMITTEE

SUBCOMMITTER ON HEALTH.

SUBCOMMETTED ON OVERSIGHT

NATURAL RESOURCES COMMUTERS

SUBCOMMITTEE ON NATIONAL PARKS.

HOREST, AND PUBLICITANDS

SUBCOMMITTE ON FISHERIES, WILDLIFFE AND OCEANS

AUG 9 2007

SAUK COUNTY CLERK BARABOO, WISCONSIN

Beverly J. Mielle 505 Broadway, Room 144 Baraboo, Wisconsin 53913

Dear Beverly:

Thank you for contacting me about the Beloit casino. I appreciate hearing from you.

Unfortunately, your concern is primarily a state issue. Therefore, I recommend that you contact your state legislators. If you do not know who your representatives are, you can go to http://waml.legis.state.wi.us/ or call (608) 266-0341.

Once again, thank you for contacting me. Please do not hesitate to be in touch with additional questions or concerns. I also encourage you to visit my Web site, www.house.gov/kind, where you can find updated information, receive my electronic newsletter, and send me e-mail.

COPY

Sincerely,

KonKind Ron Kind

Member of Congress

RK: dc1

Petition # 10 - 3007 RECEIVED

### 2007 DEVELOPMENT APPLICATION

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

JUL 13 2007

#### Instructions:

SAUK COUNTY CLERK BARABOC, WISCONSIN

- It is strongly recommended that the applicant meet with a staff person <u>prior</u> 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   |
| NAME OF SUBDIVISION (if applicable) PROPOSED SINGLE FAMILY & RCD-S  ROPOSED SINGLE FAMILY & RCD-S  (RODOWITCE COILSENVANO   |
| NAME OF SUBDIVISION (if applicable) Apoeno, x 1 (Resource   |
| PROJECT LOCATION DES AHACKMENT A  |
| TOWNSHIPSPIZING GREEN COLD  |
| OWNER_ De Public Hearing Notice   |
| APPLICANT TOWN OF SPIRING GREEN   |
| PHONE<br>NUMBER (608) 588 - 323S  |
| MAILING E 4411 KENNEDY ROAD, POBOX ZIES SPRING GREEN, WI S35E8  |
| SIGNATURE OF APPLICANT Shenny Stenner DATE 7/13/07  Receipt # 25862 dis A 1100000 110000 110000 110000 110000 110000 110000 110000 110000 1100000 110000 110000 110000 110000 110000 110000 110000 110000 1100000 110000 110000 110000 110000 110000 110000 110000 110000 1100000 1100000 1100000 1100000 1100000 1100000 1100000 1100000 1100000 1100000 1100000 1100000 1100000 1100000 1100000 1100000 11000000 |
| Fee Paid 350.00 (Benny Stenner)   |
| Receipt # 3.5 80 (Credit Account # 10063-444240)  |
| Corporation Counsel's Office Planning and Zoning Office County Clerk - For reporting at the next County Board of Supervisors meeting on County Supervisor 14, 26, 23, 22  Laling K, Carlson, Sprecher, Hevens   |

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

<sup>#</sup> Aerial photos are available from the Office of Planning and Zoning.

#### APPLICATION DEADLINE

 $A_{ij} = \{i, j \in \mathcal{A}_i\}$ 

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 8, 2006              | January 23, 2007   |
|-------------------------------|--------------------|
| January 12, 2007              | February 27, 2007  |
| February 10, 2007             | March 27, 2007     |
| March 2, 2007                 | April 24, 2007     |
| April 6, 2007                 | May 22, 2007       |
| May 4, 2007                   | June 26, 2007      |
| June 8, 2007                  | July 24, 2007      |
| July 13, 2007                 | August 28, 2007    |
| August 10, 2007               | September 25, 2007 |
| September 7, 2007             | October 23, 2007   |
| October 12, 2007              | November 27, 2007  |
| No Public Hearing in December | -                  |

#### APPLICATION FEE

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

<sup>\*</sup> 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.

<sup>\*\*</sup> Other items which the staff may require.

#### PROJECT FACTS

| Plea<br>pers   | se complete the following on if you need assistance. | information for all proposed s          | subdivisions and rezonings. Contact a staff |
|----------------|--|---|---|
| Name of Sub-   | division (if applicable)                             |   |   |
| Total Site Are |  |   | (Square Feet)                               |
|                | Existing zoning                                      | Existing land use                       |   |
| Subject Area   |  | · ·— ·· · · · · · · · · · · · · · · · · |   |
| North          |  | · · · · · · · · · · · · · · · · · · ·   |   |
| South          | · ··—· ·   |   |   |
| East           | <del></del>  |   |   |
| West           | <del></del> · · ·                                    |   |   |
| 1. General     | ral description of the requ                          | on the project and site.                | if you need assistance.                     |
|                | ··   |   |   |

| 3. | Justification, special reasons or basis for the request. | 4           |
|----|--|-------------|
|    | Appendix 4   |             |
|    | ······································                   |             |
|    | ·  | <del></del> |
|    |  |             |
|    | <u></u>  |             |
|    |  |             |

#### 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 scaled 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.
- Development Plan Submit information as required by Chapter 22, Sauk County Code of Ordinances.
- Subdivisions/Rezones Submit a complete metes and bounds legal description.

| Owner's Name , the sole owner of record of the   |
|--|
| property legally described as:   |
|  |
| Scc Attached   |
|  |
|  |
|  |
|  |
|  |
| States that hadalog be at the state of the s |
| states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of   |
| Planning and Zoning submitted by SENNY STENNER (HAIRMA), on behalf of TOWN OF SPRING SREEN and expressly consents to the use of the  |
| of Town of Spring GREEN  |
| Applicant/Owner's Name   |
| subject property for the purpose   |
| 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.   |
|  |
|  |
| Ву   |
| Owner's Name   |

#### Attachment A:

### 2007 DEVELOPMENT APPLICATION **TOWN OF SPRING GREEN RESPONSES**

#### Appendix 1:

NAME OF SUBDIVISION (if applicable)

The Pinelands Subdivision (All Units & Additions), Wismar Forest Subdivision, Allen's Addition to Lone Rock, Monument Plantation, Laudon Flowage, Kitchen's Addition to Lone Rock (Block A Lots 1-38) and parcels 032-0343-00000, 032-0203-00000, 032-0204-00000, 032-0205-00000, 032-0195-00000. ad 032-030000

Appendix 2:

1. General description of the request.

A petition to rezone, platted lots in the rural subdivisions within the Town of Spring Green, from Agriculture district to a Single Family Residential district. The purpose of the rezoning is to prevent agricultural land uses within the areas that are designed as non-farm residential areas.

#### Appendix 3:

2. Related hackground information on the project and site.

Parcels 032-0203-00000, 032-0204-00000, 032-0205-00000, 032-0195-00000 are lots located in a residential area that have unique considerations or other uses that would be better zoned in the Resource Conservancy District-5.

#### Appendix 4:

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

The Town Comprehensive Plan, as adopted, presents all of these areas as being included in the Single Family Residential District. This Rezone will:

- resolve any future confusion or reinterpretation of the zoning ordinance in these areas.
- prevent future conflicts in an area that will see continued growth.
- protect the interests of the property owners and offer confidence that their neighborhood will be regulated under the same guidelines.
- provide landowners a process to maintain uses that would be deemed illegal and provide an orderly path to compliance, thus preventing any burdensome potential legal action.
- comply with goals and objectives defined in the town's Comprehensive Plan.

OFFICE OF

## SAUK COUNTY PLANNING AND ZONING

SAUK COUNTY WEST SQUARE BUILDING 505 BROADWAY BARABOO, WT 53913 Telephone: (608) 355-3285

#### NOTICE

PLEASE TAKE NOTICE, that the Planning, Zoning and Land Records Committee of the Sauk County Board of Supervisors will hold a public hearing on August 28, 2007, at 9:30 a.m., or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 10-2007 Rezone. A petition to rezone certain lands in the Town of Spring Green, County of Sauk, Wisconsin, from an Agricultural to a Single-Family Residential and Resource Conservancy-5 Zoning District for the purpose of establishing zoning that is consistent with existing and future land uses and to ensure consistent application of zoning regulations.
  - B. Lands to be affected by the proposed rezone to Single-Family Residential are more particularly described as:

Pinelands Subdivision (all units and additions)
Wismar Forest Subdivision
Allen's Addition to Lone Rock
Monument Plantation
Laudon Flowage
Kitchen's Addition to Lone Rock (Block A Lots 1-38)
Parcel no. 032-0343-00000

Lands to be affected by the proposed rezone to Resource Conservancy 5 are more particularly described as:

Parcel no. 032-0195-00000, 032-0203-00000, 032-0204-00000 and 032-0205-00000

- C. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.
- II. A. The purpose of the proposed rezone is to provide consistency between land uses on the parcels and their zoning designation.
  - B. Any person desiring more information may contact the Sauk County Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285).

Date: August 6, 2007

#### SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

BY: BRIAN SIMMERT

Sauk County Department of Planning and Zoning

505 Broadway Street

Sauk County West Square Building

Baraboo, W1 53913

To be published August 13, 2007 and August 20, 2007

For office use only: Pet. No. 10-2007

If you have a disability and need help, reasonable accommodations can be made for those so requesting provided that a 48 hour notice is given. Please call 608-355-3285 or TDD 608-355-3490.

| SAUK COUNTY FINANCIAL REPORT (Unaudi<br>June 30 7007<br>Percent of Year Complete 50,009<br>Department / Account Title | 2007 Expense<br>% Budget<br>Excluding Addn | Year-to-Date          | % of               | 2007 Revenue<br>Budget Excluding<br>Carryforwards,<br>Tax Levy or | Year-to-Date<br>Rovenues | ,                 | Amou                       |
|---|--|-----------------------|--------------------|---|--------------------------|-------------------|----------------------------|
|   | to Fund Balance                            |                       | Budget             | Fund Bal Use  | Taxleyy                  |                   | (Over)/Und<br>Budg         |
| Miscellaneous Sales Tax   |  |                       |                    | ,   |                          |                   |                            |
| County Sales Tax  |  | -                     |                    | 140   | 80                       | 56 87%            |                            |
| Shared Revenue<br>Computer Aid  |  | -                     |                    | 7 071,429   | 2 574 316                | 36 40%            |                            |
| Indirect Cost Reimbursement   | -  | -                     |                    | 863 286   | -                        | -                 |                            |
| Interest on Loan Payments   | •  |                       |                    | 86,160<br>191,722   | 50,861                   |                   |                            |
| Rent of County Buildings  | -  |                       |                    | 1.070   | 546                      | 50 00%<br>51 06%  |                            |
| Sale of County-Owned Property   | _  | -                     |                    | 46,693  | 22,446                   | 48 07%            |                            |
| Miscellaneous Revenues Transfer from Health Care Center   | -  | -                     | -                  |   | 1,631                    |                   |                            |
| Use of Fund Balance   | -  | -                     |                    | 400<br>592,540  |                          |                   |                            |
| Miscellaneous Expenses  |  | -                     | -                  | 382,540   | 311,026                  | 52 49%.           |                            |
| Charitable / Penal Fines  | 1,168                                      | -                     |                    | -   | -                        | -                 |                            |
| Contingency Fund Disabled Parking Enforcement   | 350,000                                    | -                     | •                  | -   | -                        |                   |                            |
| Baraboo-Delis Airport   | 1,000                                      | -                     | -                  | -   | -                        |                   |                            |
| Reedsburg Airport   | 5.000                                      | 5,000                 | 100 00%            | -   | -                        |                   |                            |
| Sauk-Prairie Airport  | 4,100                                      | 4.100                 | 100 00%            |   | -                        |                   |                            |
| Tri-County Airport  | 4,000<br>13,7 <del>9</del> 2               | 4,000                 | 100 00%            |   | -                        | -                 |                            |
| Wisconsin River Rail Transit  | 26,000                                     | 13,792<br>26,000      | 100 00%            |   | -                        | -                 |                            |
| Animal Shelter Operations<br>Hope House   | 120,000                                    | 60,000                | 100 qp%<br>50 00%  |   | -                        |                   |                            |
| Sauk County Libraries   | 25,000                                     | 25,000                | 100 00%            | -   | -                        | ~ II ··           |                            |
| Arts & Humanities   | 793,573                                    | 792,755               | 99 90%             |   | ~ 5                      | /V/               |                            |
| Sauk County Fair Board  | 61,595<br>20,000                           | 42,943                | 69.72%             |   | (MI)                     | , Jl -            |                            |
| JW-Baraboo / Sauk County  | 75,000<br>75,000                           | 20,000                | 100.00%            |   | TU (U)                   | <b>.</b>          |                            |
| Conservation Congress   | 1,100                                      | 75,000<br>1,100       | 100 00%            |   | <b>9</b> -               | -                 |                            |
| Sauk County Development Corp<br>Central Wisc. Community Action Council  | 62,763                                     | 62,763                | 100,00%<br>100,00% | · ·   | -                        |                   |                            |
| ranster to Debt Service Fund  | 7,500                                      | 7,500                 | 100 00%            | •   | -                        |                   |                            |
| Fransfer to Health Care Center  | 2.848,239                                  | 1,424,120             | 50.00%             |   | -                        |                   |                            |
| OTAL GENERAL FUND NON-DEPARTMENTA   | 000,888                                    |                       | 100 00%.           |   | -                        |                   |                            |
| County Board  | 5,547,000                                  | 3,452,072             | 65,04%             | 8,763,440   | 2.960,906                | 33 79%            | (3,946,77                  |
| Herk of Courts  | 138,138                                    | 63,678                | 46.10%             |   |                          |                   |                            |
| oard of Adjustment  | 1,096,802<br>76,431                        | 532,379               | 48.54%             | 849,967   | 451,648                  | 1.0 4.40          | 74,460                     |
| ircuit Courts   | 567, <b>1</b> 51                           | 36,896                | 48 27%             | 16,800  | 7,000                    | 53 14%<br>41 67%  | 166,109                    |
| Court Commissioner<br>Register in Probate   | 191,879                                    | 285,003<br>95,735     | 50 25%             | <b>225 8</b> 93   | 112,946                  | 50 00%            | 29,735                     |
| ccounting   | 140,581                                    | 67,255                | 49.89%<br>47.84%   | 28,436  | 13,855                   | 48.73%            | 169,200<br>81,564          |
| amily Court Counseling Service  | 481,870                                    | 200,141               | 41.53%             | 39,598  | 7,565                    | 19 15%            | 41,391                     |
| ounty Clerk / Elections   | 18,583                                     | 5,585                 | 30.06%             | 2 150<br>16,500   | 1,428                    | 66.42%            | 281,007                    |
| ersonne!  | 321,789<br>412,112                         | 162,531               | 50.51%             | 36 160  | 8,305<br>14, <b>41</b> 2 | 50 33%<br>39 86%  | 4.803                      |
| reasurer<br>egister of Deeds  | 441,685                                    | 199,307<br>188,503    | 48.36%             | 48,507  | 23,344                   | 48 12%            | 137 509<br>187,642         |
| istrict Attorney / Victim Wilness   | 238,594                                    | 118,642               | 42 68%<br>49 73%   | 1.089.025   | 1.023,513                | 93 98%            | 187,669                    |
| orporation Counsel  | 488,922                                    | 230,738               | 47.19%             | 591,400<br>52,512   | 301,235                  | 50 94%            | (170,213                   |
| urveyor   | 531,542                                    | 250,134               | <b>4</b> 7 05%     | 172,384   | 3,481<br>86,740          | 5 63%             | 209,152                    |
| uilding Services  | 79,475<br>2,657,518                        | 18,804                | 23 66%             |   | 86,742                   | 50 32%            | 195,766                    |
| apping  | 134,869                                    | 1,145,408<br>68,233   | 43.10%             | 281.016   | 84.496                   | 30 07%            | 60,671                     |
| heriff<br>oroner  | 12,153,624                                 | 5,950,306             | 50 59%             | 2,008   | 1,452                    | 72 61%            | 3,315,590<br>66,088        |
| mergency Management   | 110,265                                    | 63,337                | 46 96%<br>57,44%   | 2, <b>4</b> 97 597  | 889,816                  | 35 63%            | 4,595,536                  |
| Iministrative Coordinator   | 331,694                                    | 227,432               | 68 57%             | 20.446  | 5,288                    |                   | 52,215                     |
| anagment Information Systems  | 281,890                                    | 103,993               | 36.89%             | 89,470  | 9,243                    | 10.33%            | 24,035                     |
| IDNC Health   | 2,067, <b>1</b> 51<br>722,705              | 760,234               | 36.78%             | 1,159,244   | 355,477                  | 30 609            | 177,897                    |
| ome Nursing<br>IC   | 943,272                                    | 301,248<br>396,904    | 41 68%             | 281,455   | 86,708                   | 30.66%<br>30.81%  | 503.149                    |
| vironmental Health  | 230,458                                    | 104,171               | 42 08%<br>45 20%   | 779,643   | 82,833                   | 10 62%            | 226,710<br>(150,442)       |
| pterrorism  | 342,837                                    | 135,037               | 39.39%             | 206,856   | 91,247                   | 44.11%            | 10.678                     |
| ild Support   | 106,318                                    | 34,505                | 32.45%             | 263,546<br>67,208   | 110,048                  | 41.76%            | 54,302                     |
| lerans Service  | 782,922                                    | 386,635               | 49,38%             | 641.831   | 39,533                   | 58.82%            | 44,138                     |
| rks   | 233,407<br>304,037                         | 101,324               | 43 41%             | 18.900  | 318,698<br>15,999        | 49.65%<br>84.65%  | 73,154                     |
| anning & Zoning<br>nd Conservation  | 1,277,409                                  | 155,202<br>376,029    | 51.05%             | 135,743   | 37,479                   | 27.61%            | 129, <b>18</b> 1<br>50,571 |
| V Extension   | 1,140.016                                  | 389,091               | 29.44%<br>34.13%   | 729,000   | 199,304                  | 27.34%            | 371,685                    |
| unty Farm   | 278, 156                                   | 150,031               | 53.94%             | 464,127   | 23,618                   | 5.09%             | 310,416                    |
| ****  | 7.440                                      | 371                   | 4 99%              | 14,023<br>36,693  | 19,025<br>19,847         | 135 67%           | 133,127                    |
| TAL GENERAL FUND  | 34,639,372                                 | 16.756,894            | 48 38%             |   |                          | 54.09%            | (9,778)                    |
| mmission on Aging   | 4 Am                                       |                       |                    | 75,551,025  | 7,406,489                | 37.79%            | 5,687,942                  |
| man Services  | 1,024,437                                  | 487,794               | 47 62%             | 747,513   | 218,366                  | 20.244            |                            |
| Fund  | 22,115,190<br>113,000                      | 10,037,295            | 45.39%             | 46.64   | 8,105,966                | 29.21%<br>53.87%  | 7,496                      |
| d Records Modernization   | 111,185                                    | 56,500<br>20,373      | 50.00%             | 113,000   | 72,489                   | 53 87%<br>64.15%  | 5,137,449                  |
| dfill Remediation<br>est Management   | 316,515                                    | 20,373<br>109,213     | 18.32%             | 130,000   | 66,110                   | 50.85%            | 15,989<br>26,922           |
| est Management<br>aboo Range  | 7,000                                      | 7.000                 | 34.50%<br>100.00%  | 324,320   | 83,733                   | 25 82%            | 26,922<br>(33,285)         |
| g Seizures  | 651,648                                    | 356,117               | 54 65%             |   | 20,394                   |                   | 20,394                     |
| kland Development   | 6,500                                      | -                     | 55 79              | 608,000<br>6,500  | 9,205                    | 151%              | (303,264)                  |
|   | -  |                       |                    | 0,500   | •                        | -                 |                            |
| nmunity Development Block Grant   |  |                       |                    |   |                          |                   |                            |
| mmunity Development Block Grant<br>Ital Properties  | 36 635                                     | 136,500<br>11,260     |                    | 54,240  | 152,741                  | <br>281 60%       | (0.7.000)                  |
| nmunity Development Block Grant   | 36,635<br>                                 | 136,500<br>11,260<br> | 30.74%<br>         | 54,240<br>36,635  | 152,741<br>17,920        | 281.60%<br>48 91% | (37,999)<br>6,660          |

| June 30, 2007 Percent of Year Complete Department / Account Title SUILDING PROJECTS FUND | 2007 Expense<br>50.00% Budget<br>Excluding Addn<br>to Fund Balance | Year-to-Date<br>Expenses               | % of<br>Budget                          | 2007 Revenue<br>Budget Excluding<br>Carryforwards,<br>Tax Levy or<br>Fund Bal Use | Year-to-Date<br>Revenues<br>Excluding<br>Tax Levy | % of<br>Budget | Amount<br>(Over)/Under<br>Budget |
|--|--|--|---|---|---|----------------|----------------------------------|
|  | 250,562  | 54,998                                 | 21.95%                                  | -   | 2,75B   |                | 198,322                          |
| DEBT SERVICE FUND  | 3,351,239  | 500,633                                | 14 94%                                  | 3,031,239   | 1,546,349   | 51 01%.        | 1,365 717                        |
| Health Care Center   | 20.400.0-4   |  |   |   |   |                |                                  |
| Tri-County Airport   | 26,160,843   | 4,238,012                              | 16.20%                                  | 22,554 873  | 4.000.040   |                |                                  |
| •  | 490,172  | 101,357                                | 20 68%                                  | 392,810   | 4,028,242   | 17.86%         | 3,396,201                        |
| TOTAL ENTERPRISE FUNDS   |  | ······································ |   |   | 130,231   | 33 15%         | 126,236                          |
|  | 26,651,015   | 4,339,369                              | 16.28%                                  | 22,947,683  | 4,158 474   | 18:2%          | 3,522,437                        |
| Highway  |  |  |   |   |   |                |                                  |
| Insurance  | 8.294.610  | 3,245,719                              | 39.13%                                  | 4.435,054   | 2 420 007   |                |                                  |
|  | 119,131  | 60,842                                 | 51 07%                                  | 151.000   | 2.438,087   | 54 97%         | 3,051,924                        |
| TOTAL INTERNAL SERVICE FUNDS   | 0.442.7  |  |   |   | 33,967  | 22.49%         | (58,744)                         |
|  | 8,413,741  | 3,306,561                              | 39 30%                                  | 4,586,054   | 2 472,054   | 53,90%         |                                  |
| Alice in Dairyland   |  |  |   |   | . = , = 0   | 110.5071       | 2,993,180                        |
| log License  | 500  |  |   |   |   |                |                                  |
|  | 32,000   | 665                                    | 2.600                                   | 100   | 150   | 149 58%        |                                  |
| Officers' Range Association  | 18,135   | 2,864                                  | 2.08%                                   | 32,000  | 20,899  | 65,31%         | 550                              |
| OTAL TOURS   |  | 2,004                                  | 15.80%                                  | 22.262  | 8.625   | 38 71%         | 20.234                           |
| OTAL TRUST & AGENCY FUNDS  | 50,635   | 3,529                                  | 6.97%                                   |   |   |                | 1,614                            |
|  |  | ,                                      | 0.37 70                                 | 54,382  | 29,673  | 54 56%         | 22,397                           |
| OTAL COUNTY  | 97,738,674   | 36.184,035                             | 37.02%                                  | 67,287,003  | 24,362,721  | 36 21%         |                                  |
|  | <b></b>  |  | ======================================= | *======================================   | ======================================            | 20.51%         | 18,630,357                       |
| SEMEDAN FUND DATE  |  |  |   | Including   |   |                |                                  |
| GENERAL FUND BALANCE AS OF   |  | PRELIM Decem                           | as of 6/6/07                            | Tax Levy  |   |                |                                  |
| eserved for Inventories  |  | · ···································· | Del 31, 2006                            | June 30, 2007   |   |                |                                  |
| eserved for Prepaid Items  |  |  | 17.076                                  |   |   |                |                                  |
| eserved for Legald Items   |  |  | 17,676                                  | 17,676  |   |                |                                  |
| eserved for Long-Term Receivable (Deling   | (uent Taxes)   |  | 202,214                                 | 202,214   |   |                |                                  |
| Cocived (Of Long-Term Receivable / Annu  | to Tri-County Airport)   |  | 1,340,791                               | 1.340,791   |   |                |                                  |
| 440140 IOI ENCOLUDIANCES   |  | 16,187<br>140,470                      |   | 15,512  |   |                |                                  |
| nreserved, Designated for Working Capital  | !  |  | 140,470                                 | -   |   |                |                                  |
| nreserved, Designated for Carryforward Fu  | ands   | 6,103,988                              |   | 5,972,050   |   |                |                                  |
| rifeserved, Designated for Subsequent Vo.  | or Dudlant, see  | 1,024,005                              |   | 1,024,005   |   |                |                                  |
|  |  |  | 1,447,791                               | 1,447,791   |   |                |                                  |
| reserved, Undesignated   |  |  | 965,000                                 | 77,000  |   |                |                                  |
| OTAL GENERAL FUND BALANCE  |  |  | 8,287,793                               | 6.048,106   |   |                |                                  |
| TO THE SERVICE PUND HALANCE  |  |  |   |   |   |                |                                  |
|  |  |  | 19.545,916                              | 16,145,146  |   |                |                                  |

SAUK COUNTY FUND BALANCES

June 30, 2007 as of 6/6/07 PRELIM December 31, 2006 **Ending Total** 2007 Current Fund Balance Net Income/Adj Fund Balance General 19,545,916 Commission on Aging 2,548,865 22,094,781 392,085 Human Services (100, 184)291,901 1,102,196 4,652,845 Jail Assessment 5,755,042 Land Records 22,152 15,989 38,140 452,845 Landfill Remediation 45,737 498,582 2,302,390 (25,480) Forest Management 2,276,911 72,988 13,394 Baraboo Range 86,382 295,904 (346,912) Drug Setzures (51,007) 203,222 Parkland Development 203,222 15,020 Community Development Block Grant 15,020 18,252 Rental Properties 16,241 34,503 18,787 6,660 (52,240) **Building Projects** 25,447 954,226 Debt Service 901,986 129,170 Health Care Center 1,295,717 1.424,886 2,943,290 2,430,337 Tri-County Airport 5,373,627 1,437,192 28,874 Solid Waste 1.466,066 571,029 Highway 571,029 6,583,644 2,451,924 Insurance 9,035,568 547,040 Alice in Dairlyland (26,875) 520.165 9,728 Dog Licence 150 9,878 3,004 20,234 Officers Range 23,238 3,820 5,761 9.581

37,523,912

#### CURRENT DEBT PRINCIPAL BALANCE

| Communications Notes                 | 2,790,000  |
|--------------------------------------|------------|
| Huber/West Square Refunding Bonds    | 1,115,000  |
| Law Enforcement Center Bonds         | 5,655,000  |
| 2004 Law Enforcement Refunding Bonds | 6,455,000  |
| 2005 Law Enforcement Refunding Bonds | 9,865,000  |
|                                      | 25,880,000 |

50,604,948

12,981,036

# RESOLUTION No. \$5 - 07

#### Commending RITA RUFENACHT for

16 years of Faithful Service To the People of Sauk County

WHEREAS, it is the custom of the Sauk County Board of Supervisors to recognize employees who have served the people of Sauk County with distinction; and

WHEREAS, RITA RUFENACHT has faithfully served the people of Sauk County as a Kitchen Aide, Tray Aide and Cook at the Sauk County Health Care Center; and

WHEREAS, RITA RUFENACHT will leave her position on August 10, 2007;

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends RITA RUFENACHT for her 16 faithful years of service to the people of Sauk County;

AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present to RITA RUFENACHT an appropriate certificate and commendation as a token of our esteem.

For consideration by the Sauk County Board of Supervisors on August 21, 2007.

Respectfully submitted,

No Fiscal Impact

No Information System Impact

SAUK COUNTY HEALTH CARE CENTER BOARD OF TRUSTEES

Arthur Carlson

Arthur Carlson

Paul Endres

Paul Endres

Henry Netzinger

William Higgins

Larry Schroeder

Larry Schroeder

# RESOLUTION # 86 - 07

#### COMMENDING FREDERICK R. COBBS FOR OVER NINETEEN YEARS OF FAITHFUL SERVICE TO THE PEOPLE OF SAUK COUNTY

WHEREAS, it is the custom of the Sauk County Board of Supervisors to recognize citizens who have served the people of Sauk County with distinction; and

WHEREAS, Frederick R. Cobbs has faithfully served the people of Sauk County in the both the Human Services and Emergency Management, Buildings and Safety Departments for more than nineteen years and;

WHEREAS, Frederick R. Cobbs, Maintenance Technician, has retired effective August 1, 2007;

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends him for his many faithful years of service to the people of Sauk County;

**AND, BE IT FURTHER RESOLVED,** that the Chairman of the Sauk County Board of Supervisors is hereby directed to present to **Frederick R. Cobbs** with an appropriate certificate and commendation as a token of our esteem.

For consideration by the Sauk County Board of Supervisors on August 21, 2007. Respectfully submitted,

#### PROPERTY AND INSURANCE COMMITTEE

Virgil Harije, Chair

Katherine Zowin

Charles Montgomery

Larry Vola

i Dippei

No Fiscal or MIS Impact

# Beverly Muhlenbeck **RESOLUTION** #\_\_\_87\_\_\_07

# COMMENDING BEVERLY J. MUHLENBECK FOR THIRTY ONE YEARS OF FAITHFUL SERVICE TO THE PEOPLE OF SAUK COUNTY

WHEREAS, it is the custom of the Sauk County Board of Supervisors to recognize citizens who have served the people of Sauk County with distinction; and

WHEREAS, Beverly Muhlenbeck has faithfully served the people of Sauk County as the both a Public Health Nurse and Public Health Director for Thirty one years and;

WHEREAS, Beverly Muhlenbeck retired effective July 13, 2007;

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends her for her many faithful years of service to the people of Sauk County;

AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present to **Beverly Muhlenbeck** with an appropriate certificate and commendation as a token of our esteem.

For consideration by the Sauk County Board of Supervisors on August 21, 2007. Respectfully submitted,

Sauk County Public Health Board

Rose C. White
Kose White, Chairperson

Lowell Haugen

Thomas Kriegh

COPY

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Catherine Horenberger

Stacy Clement

ugasel

## RESOLUTION NO. $\cancel{8}$ - 07

#### APPROVING PURCHASE OF DEVELOPMENT RIGHTS AGREEMENT FOR THE JOHN WALDINGER, JR. 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, Danc 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 May 30, 2007 meeting, approved a motion to offer fair market value, \$92,000.00, as determined by a professional appraisal, for the purchase of the development rights for said property, covering 49 acres at a cost of \$1,878/acre; and,

WHEREAS, the Natural Resource Conservation Service has allocated U.S.D.A. Farm and Ranchland Protection Program funds in FY2004 for the purchase of development rights from John and Betty Waldinger, which will provide one half (\$46,000) of the required purchase price of this conservation easement, and with the approval of the Planning, Zoning and Land Records Committee has extended a Cooperative Agreement with Sauk County to September 30, 2007, and,

WHEREAS, a total of \$46,000 of Sauk County Allocation/Relocation Funds will be used to match the federal NRCS funding, 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, and,



Res 88-07

WHEREAS, the Sauk County Board of Supervisors identified the purchase of property or development rights in the Baraboo Range in the "Action Plan" for the Sauk County Comprehensive Outdoor Recreation Plan, 2002-2007, and

WHEREAS, the Sauk County Board of Supervisors has emphasized Natural Resource Conscrvation in its Mission Statement as well as in priority goals developed through its recent strategic planning process.

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.

For consideration by the Sauk County Board of Supervisors on August 21, 2007.

| Respectfully submitted,  |                             |
|--------------------------|-----------------------------|
| BARABOO RANGE COMMISSION |                             |
| JUDY ASHFORD, Chapperson | RONDERSCHE                  |
| Whan fleas               | Van Gent                    |
| WILLIAM BEARD            | DEAN STEINHORST             |
| FORREST HARTMANN         | TERRY TURNQUIST             |
| GARY KOWAIKE             | Marcus Wenzel MARCUS WENZEL |
| Romana State             |                             |
| ROMAN STATZ 🕏            |                             |

PLANNING, ZONING AND LAND RECORDS COMMITTEE

| LESTER WIESE, Champerson     | GERALD LEHMAN   |
|------------------------------|-----------------|
| JUDY ASTAFORD  JOEL GAALSWYK | Halsey SPRECHER |

Fiscal Note: Said purchase utilizes the Sauk County Acquisition/Relocation Fund and a matching amount from the USDA Farm and Ranchland Protection Funds.

2

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

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, John Waldinger Jr. and Betty L. Waldinger (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:

Recording Area

Name and Return Address:

Dave Tremble Sauk Co. Planning & Zoning 505 Broadway Baraboo, Wl 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. <u>Purchase Puce.</u> The total purchase price for the Conservation Easement shall be in the amount of <u>Ninety-two</u> thousand and <u>0/100 (\$92,000.00) Dollars</u>. Said amount shall be paid to the Seller at closing.
- Closing. The closing of this Option shall be within thirty (30) days from the exercise of this Option.
- 4. <u>Evidence of Title.</u> 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. <u>Purpose of Conservation Easement</u>. 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.
  - Habitat for rare, threatened or endangered species of animals, fish or plants.
  - ( ) 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.
  - (x) A working agricultural landscape with priority soils of high productive capability.
- 6. <u>Documents for Closing.</u> The Seller and Sauk County shall execute a Conservation Easement in the form set forth in Exhibit "B".
- 7. <u>Right of Entry and Inspection.</u> 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. <u>Binding Effect.</u> 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.

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| 10. <u>Complete Agreement</u> . This Option constitutes  | the sole and complete agreement between the parties and cannot be  |
|--|--|
| changed except by written amendment. No representation   | m or promise not included in this Option or any written amendment  |
| shall be binding upon the parties.   |  |
| 11. <u>Time is of the Essence</u> as to all deadlines in this  | Option.  |
| Dated this 25th day of May, 2007.  |  |
| SELLERS:  John Waldinger Jr.   | By: David M. Tremble, Sank County Dept. Of Planning and Zoning   |
| Betty & Haldinger Betty L. Waldinger   |  |
| Dated this 25th day of May, 2007.  AUTHENTICATION  | ACKNOWLEDGMENT   |
| Signature(s)   | State of Wisconsin )   |
|  | Sauk County ) ss.  |
| Authenticated this day of, 200,  | Personally came before me this B day of May - 200_1, the above named Show Walder for   |
|  | to the known to be the person who executed the foregoing instrument and acknowledged the same.   |
| TITLE: MEMBER STATE BAR OF WISCONSIN.  | to the known to be the person who executed the foregoing instrument and acknowledged the same.   |
| TITLE: MEMBER STATE BAR OF WISCONSIN.  This document drafted by: David Tremble, Sauk Co. Planning & Zoning | nto the known to be the person who executed the foregoing instrument and acknowledged the same.  Notary Public, Sauk County, Wisconsin. My Commission: |

s:\planning\davc\brpp\projects\br2007-08\option agreement.lwp

#### **Property Description**

Description of Property belonging to John Waldinger, Jr. and Betty L. Waldinger, Town of Honey Creek, Sauk County, Wisconsin.

#### Entire Ownership:

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

Section 8: The Southeast Quarter of the Northeast Quarter; the North One Half of the Southeast Quarter; and the East One Half of the Northeast Quarter of the Southwest Quarter;

Section 9: The Southwest Quarter of the Northwest Quarter; Three (3) acres of the north side of the NW1/4 of the SW 1/4.

#### Property Proposed for the Imposition of the Conservation Easement:

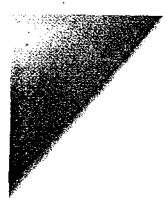
Town 10 North, Range 5 East, Sauk County, Wisconsin:

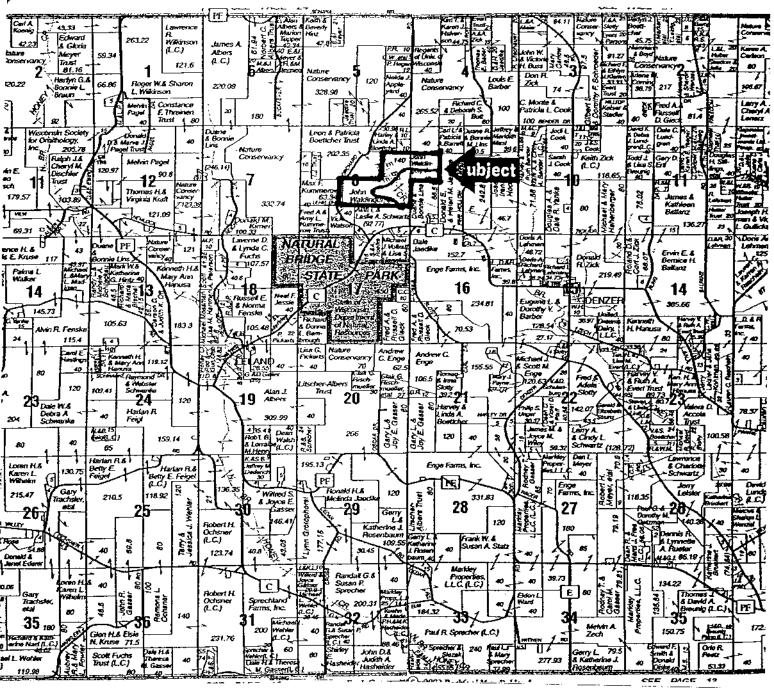
A conservation easement located in the SE ¼-NE ¼, NW ¼-SE ¼, NE ¼-SE ¼ in Section 8; the SW ¼-NW ¼, and the NW ¼ - SW ¼ in Section 9, all in T10N, R5E, Town of Honey Creek, Sauk County Wisconsin bounded by the following described line:

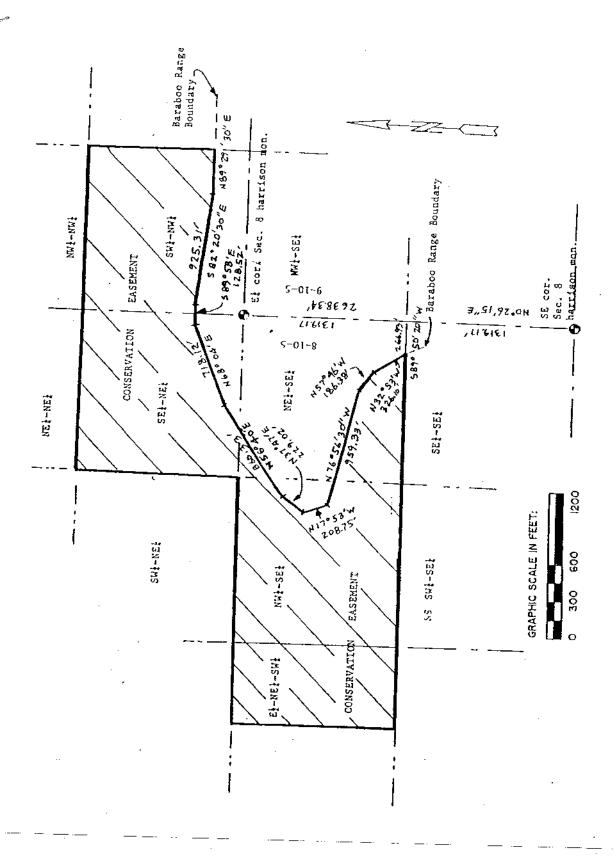
Commencing at the southeast corner of said Section 8; thence N0° 26′15″E along section line, 1319.17 feet to the southeast corner of said NE ¼-SE ¼ and point of beginning; thence S89° 50′20″W along south line of said NE ¼-SE ¼, 266.93 feet; thence N32° 53′W, 326.10 feet; thence N57° 46′W, 186.38 feet; thence N76° 56′30″W, 959.33 feet; thence N17° 53′W, 208.75 feet; thence N37° 47′E, 229.02 feet; thence N56° 40′E, 860.33 feet; thence N68° 04′E, 718.12 feet; thence S89° 58′E, 128.52 feet; thence S82° 20′30″E, 925.31 feet; thence N89° 29′30″E to east line of said SW ¼-NW ¼; thence South along the east line of said SW ¼-NW ¼ and NW ¼-SE ¼ to the southeast corner of the north 3 acres of said NW ¼-SW ¼; thence West along south line of said north 3 acres to the west line of said NW ¼-SW ¼; thence S0°26′15″W along west line of said NW ¼-SW ¼ to point of beginning.

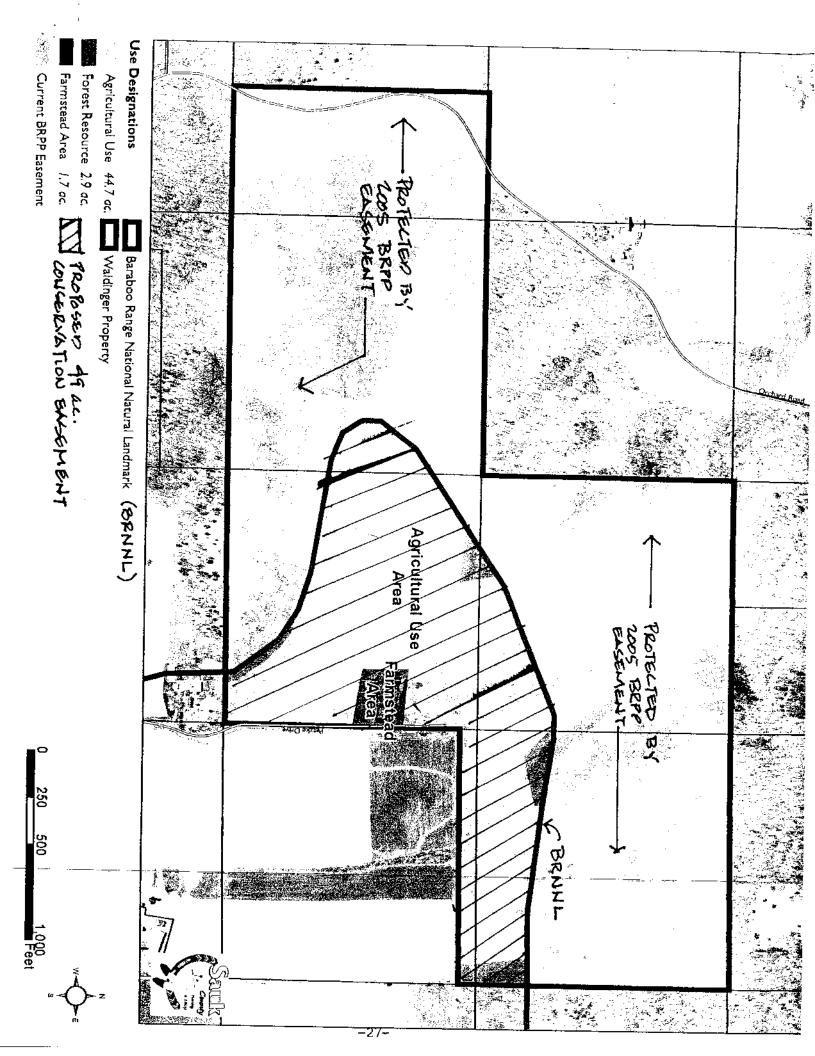
Described easement contains 50 acres, more or less.

S:\planning\dave\brpp\ projects\br2007-01\ Exhibit A Legal Description









# RESOLUTION NO. 27 - 07

# AUTHORIZING CONTRACTING WITH WIPFLI TO IMPLEMENT THE NURSING STRUCTURAL CHANGES AND CONTRACTING WITH GUNDERSON & GRAHAM HEALTHCARE CONSULTING (GGHC) TO FULFILL INTERIM DUTIES AS THE SAUK COUNTY HEALTH CARE CENTER SUPERINTENDENT

WHEREAS, in late 2006 Sauk County contracted with WIPFLi to conduct an organizational / operational analysis of the Sauk County Health Care Center; and,

WHEREAS, WIPFLi made recommendations to more efficiently and effectively provide services, generating savings that are needed for ongoing organizational, financial and operational success not only of the Health Care Center, but for other core County services; and,

WHEREAS, efforts to implement the plan have been ongoing since that time; and,

WHEREAS, the Board of Trustees believes that it is in the best interest of Sauk County to continue the change process, and not lose the momentum gained to date; and,

WHEREAS, the core plan involves a major restructuring incorporating strategies to develop a team management approach focused on empowering employees in relation to resident care that will require expert advise, sound methodology, and a concentrated systemic approach to implementation; and,

WHEREAS, due to past experience with the Sauk County Health Care Center, and authorship of the implementation plan, WIPFLi has an understanding of the existing organizational structure and the resources to effectuate the organizational change envisioned within the study; and,

WHEREAS, the Nursing Administration team of Gunderson and Graham developed the recommendations for nursing change as part of the WIPFLi team based on extensive experience; and,

WHEREAS, transition to the new nursing model at this time will lay the groundwork for the installation of a regular full-time Superintendent, complement the proposed new facility timeline, and allow ample time for staff and residents to become comfortable with the household method of service provision prior to the move to the new facility; and,

WHEREAS, Sauk County has had the privilege of Kenneth West's experience while serving as Interim Health Care Center Superintendent since January 2007, but his tenure cannot be extended past August 28, 2007; and,

Gunderson and Graham

Interim duties

\$20,000 + expenses

WHEREAS, executing the two contracts at this time will allow for a progressive implementation of the entire WIPFLi plan; and,

WHEREAS, an implementation plan and timeline will be developed through a consultative process with the consultant and the Board of Trustees, to guide the process for implementing the organizational changes.

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a contract with WIPFLi is approved for implementing the nursing structural changes; and,

**BE IT FURTHER RESOLVED**, that Sauk County contract with Gunderson and Graham Healthcare Consulting to serve in an Interim Superintendent capacity from August 28, 2007 through September 28, 2007.

For consideration by the Sauk County Board of Supervisors on August 21, 2007.

Respectfully submitted,

#### BOARD OF TRUSTEES

| Paul Endres, Chairperson | Terri Langer    |
|--------------------------|-----------------|
| Linda Borleske           | Larry Schroeder |
| Henry Netzinger          | Bill Higgins    |
|                          |                 |

Arthur Carlson

Fiscal Note: Costs necessary for study implementation and the interim appointment will be derived from monies available due to vacant positions at the Health Care Center as a result of implementation of WIPFLi recommendations to date.

MIS Note: No impact

Sauk County
West Square Building
505 Broadway
Baraboo, WI. 53913

#### Dear Kathy:

As per your telephone conversation with Mary Jo Graham, we are submitting the following proposal for services relevant to the implementation of the needed nursing structural changes. We were delighted to hear that you intend to proceed in making changes that will financially, clinically and operationally improve the structure and functioning of your organization.

#### Methodology:

The process used to implement the necessary changes includes but is not limited to the following:

- Holding an initial departmental meeting to discuss the purpose, process and intended results of the engagement.
- Meeting, individually, with key organizational leaders, nursing leaders and appropriate department managers to identify changes and/or modifications made since our last assessment.
- Develop, in conjunction with nursing leaders and other appropriate departmental leaders, the appropriate care delivery and staffing models to meet the needs of the residents, and that maximize use and minimize waste of scarce human resources as identified in the operational analysis.
- 4. Training nursing leadership and program managers on their roles and responsibilities in a restructured nursing care delivery model.
- 5. Training of program leaders and nursing leadership on continual assessment and patient care adjustments to meet patient needs while maintaining fiscal responsibility. Training nursing leadership on how to develop and maintain staffing levels in keeping with census and acuity. Daily measurement and management tools and tactics.
- 6. Mentoring leadership staff through the process, facilitating meetings and phone availability throughout the process.

#### Estimated Time and Costs:

Initial on-site meetings, interviews and working with the designated DON and leadership staff for a total of 4 person days (2 persons X 2 days).

- o Initial on-site time costs are billed at \$1,800 per person day X = \$7,200.
- Telephone and electronic support on an ongoing and on-call basis is provided for an additional fee of \$500 per month for a period not to exceed 4 months =
- O Travel time is estimated to be 16 hours per visit (2 persons X 1 trip) and billed at the rate of \$100/hour for an estimated cost of \$1,600. (Expenses are billed separately and not included in the above rates).
- O There will be at least one additional on-site visit to be directed and scheduled as needed by the nursing leadership at the pricing indicated in the first bullet.

**Total estimated** = \$14,400 for two on-site visits, + \$2,000 for on-call support + \$3,200 travel time - \$19,600

#### **Terms and Conditions**

Our proposed scope of services and professional fees include allowances for the elements and conditions we expect to encounter in the course of the engagement. In the event we encounter situations that indicate a need for revision or modification in our fees or schedule, we will discuss with you the causes and likely effects of the required modifications both in terms of timing and, if appropriate, professional fees before proceeding. In the event the engagement is terminated, our fees will be based upon the staff time and expenses incurred to that date. A two-week notice on the part of either participant would be required prior to termination of the agreement. The above proposal is based on the estimated timeframe of 3-6 months but is open-ended and could be extended for additional month(s) at the discretion of the client. An analysis and supplemental workplan addendum would be mutually agreed upon prior to the extension of the time period involved.

If the above description encompasses your intentions, and will meet the request, then you may sign where indicated. If modifications are desired, please contact me at the numbers noted or make modifications to the letter, initial and date the modifications.

| Sincerely,      |      |   |
|-----------------|------|---|
| Wipfli LLP      |      |   |
| Acceptance:     |      |   |
| Signature/Title |      | _ |
|                 | Date |   |



GUNDERSON & GRAHAM HEALTHCARE CONSULTING

Helping providers make strategy reality

August 6, 2007

Ms. Kathy Schauf Administrative Coordinator Sauk County West Square Building 505 Broadway Baraboo, WI. 53913

RE: Interim Management - Sauk County Health Care Center: August 28-September 28, 2007.

#### Dear Kathy:

As per your telephone conversation, I am submitting the following proposal for services relevant to the Interim Management of Sauk County Health Care Center. It is our understanding that you are requiring our services as Interim Managers for a term that will not exceed four weeks. During this time GGHC will provide the necessary administrative leadership and oversight to assure continued, appropriate operation of the facility.

#### Interim management:

Interim Management of Sauk County Healthcare Center will entail the total authority for operational management and oversight for the time designated and under the direction of the Board. During the Interim engagement, the Partners of GGHC should be considered employees of Sauk County, as would any Administrator, and covered under the County liability insurance and workman's compensation program. Throughout the Interim Management phase, GGHC will be in communication with the appropriate County and Board oversight personnel. As part of the Interim Management, GGHC will provide transition to/for the new Administrator to assure scamless oversight of the organization. Both partners of GGHC are nurses and licensed nursing home administrators in Minnesota and Ms. Graham is a licensed Registered Nurse in Wisconsin.

#### Estimated Time and Costs:

Interim Management entails assuming the total authority and responsibility for the organizational operations for a period not to exceed 4 weeks. During that time, the Interim Managers will provide 20 person days on-site and on call 24 hours a day, seven days a week. Total Interim Management fees are estimated at \$20,000 + expenses.

**GGHC** 

4670 Parkridge Drive Eagan, MN 55123 612-867-0121

Email: mjmggghc@comcast.net

#### Terms and Conditions

Our proposed scope of services and professional fees include allowances for the elements and conditions we expect to encounter in the course of the engagement. In the event we encounter situations that indicate a need for revision or modification in our fees or schedule, we will discuss with you the causes and likely effects of the required modifications both in terms of timing and, if appropriate, professional fees before proceeding. In the event the engagement is terminated, our fees will be based upon the staff time and expenses incurred to that date. A two-week notice on the part of either participant would be required prior to termination of the agreement. The above proposal is based on the estimated timeframe of 3-6 months but is openended and could be extended for additional month(s) at the discretion of the client. An analysis and supplemental workplan addendum would be mutually agreed upon prior to the extension of the time period involved.

If the above description encompasses your intentions, and will meet the request, then you may sign where indicated. If modifications are desired, please contact me at the numbers noted or make modifications to the letter, initial and date the modifications.

Sincerely,

| Mary Jo Graham RN, MSN, MS-HSRP<br>GGHC |          |
|---|----------|
| Acceptance:                             |          |
| Signature/Title                         | — — Date |

**GGHC** 

4670 Parkridge Drive Eagan, MN 55123 612-867-0121

Email: mjmggghc@comeast.net

# RESOLUTION NO. 90 - 07

#### AUTHORIZING SAUK COUNTY DEPARTMENT OF HUMAN SERVICES TO PURSUE PARTNERING WITH LACROSSE COUNTY AND OTHER COUNTIES ON A NON-STOCK COLLABORATIVE ORGANIZATION REGARDING LAKEVIEW HEALTH CENTER

WHEREAS, LaCrosse County's Lakeview Health Center is one of only a few facilities in the state that will admit extremely high need individuals; and,

WHEREAS, Sauk County currently has three residents with special needs placed; and,

WHEREAS, the Medical Assistance reimbursement for residents at Lakeview is inadequate to cover the cost of their care; and,

WHEREAS, LaCrosse County property tax dollars have been used to subsidize this operating deficit for other counties and they are unable to continue to do so; and,

WHEREAS, Wis. Stat. § 46.18(15) gives a county board of supervisors the authority to partner with public or private organizations to develop and participate in the governance and operation of an entity to operate any health related services and also to participate in the financing of the entity and provide administrative and financial services for its operations as prescribed by the county board; and,

WHEREAS, LaCrosse County is proposing the creation of a non-stock corporation under Wis. Stat. ch. 181 with a multi-county collaborative relationship for the governance of Lakeview; and,

WHEREAS, LaCrosse County will maintain a majority membership on the Board of Directors but partner counties will have representation; and,

WHEREAS, partner counties will continue to be able to make referrals to Lakeview and will pay the difference between Medical Assistance collections and actual cost of care for their residents; and,

WHEREAS, it is in the best interests of the citizens of Sauk County to have Lakeview Health Center available as a resource.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Department of Human Services is authorized to negotiate with LaCrosse and other partner counties to create a non-stock corporation that will contract with LaCrosse County for the operation of Lakeview Health Center and entitle Sauk County to placements at said facility for its residents, and

BE IT FURTHER RESOLVED, that the Corporation Counsel shall review or participate in drafting any contract or documents regarding Sauk County's participation in this corporation to ensure the agreement is in the best interest of the County, and the County Board shall approve any final agreement regarding participation in this corporation.



RESOLUTION NO. 2/2-07 PAGE 2

For consideration by the Sauk County Board of Supervisors on August 21 2007.

Respectfully submitted,

HUMAN, SERVICES BOARD

**ba**irperson

Paul Endres

Judith Stoeckmann

Catherine Horenberge

Fiscal Note:

2007 - \$5,000 one time membership fee in a collaborative non-stock corporation.

2008 - Annually - \$43,800 anticipated cost. This represents \$40,00/day/individual for three individuals versus an estimated \$400.00/day/individual (\$438,000) if placed elsewhere, with an annual savings of \$394,200. Lakeview accepts difficult to care for individuals, so it would be extremely difficult and may not even be possible to find a placement other than Lakeview for these individuals.

# RESOLUTION NO. \_ 9/ \_07

#### APPROVING THE ACCEPTANCE AND DISBURSEMENT OF HOMELAND SECURITY INTEROPERABILITY GRANT FUNDS

WHEREAS, the Wisconsin Office of Justice Assistance has allocated federal Homeland Security funding to enhance radio (voice) communications interoperability by providing grant funds to cover up to 75 percent of the total cost of equipment, up to a specific ceiling amount that depends on the particular type of equipment; and,

WHEREAS, the Office of Justice Assistance has approved a grant administered by Sauk County Emergency Management for \$122,744 for Sauk County responders to upgrade and/or reprogram radios to further enhance the ability to communicate during an incident; and,

WHEREAS, in addition to Sauk County, four other Sauk County response agencies will benefit from this grant, including

| Sauk County Sheriff's Department                    | 942 750 ]  |
|---|--|
| Sauk County Highway Department                      | $\begin{array}{cccccccccccccccccccccccccccccccccccc$ |
| Baraboo Police                                      | \$2,500  |
| Reedsburg Police                                    | \$37,500   |
| Merrimac Fire Department                            | \$3,500  |
| Rock Springs Fire                                   | \$27,250   |
| Sauk County Emergency Management Administration fee | \$2,994  |

and,

WHEREAS, these radios will need to be replaced by 2011 due to changes that will be implemented by the Federal Communications Commission (FCC) and it allows for Sauk County to offset future cost for such replacement; and,

WHEREAS, for Sauk County's portion of the grant, \$43,750 is allocated toward purchase of 25 replacement mobile radios in the Sheriff's Department with a total cost not to exceed \$124,875 necessitating the need for an additional \$81,125 in County funds; and,

WHEREAS, the increased operability of the new radios to connect with other county, state and federal law enforcement agencies and emergency service providers in the event of a disaster or a major national security breach event meets the criteria for the remaining cost of the 25 radios to be paid for from the Sauk County Drug Scizure moneys; and,

WHEREAS, for Sauk County's portion of the grant, \$5,250 is allocated toward purchase of three (3) replacement mobile radios in the Highway Department, which the Highway Department had already planned and budgeted funds for,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that the 2007 Emergency Management budget be amended to appropriate the receipt and disbursement of \$122,744 of Homeland Security grant funds; and.

BE IT FURTHER RESOLVED, that the 2007 Sheriff's Department budget be amended to appropriate grant receipts and proceeds from the Sauk County Drug Seizure fund to be utilized for the purchase of these radios. COPY

RESOLUTION NO. \_\_\_\_\_\_\_ - 07
APPROVING THE ACCEPTANCE AND DISBURSEMENT OF HOMELAND SECURITY INTEROPERABILITY GRANT FUNDS
Page 2

For consideration by the Sauk County Board of Supervisors this 21st day of August, 2007.

Respectfully submitted,

| LAW ENFORCEMENT & JUDICIARY COMMITTEE | EXECUTIVE & LEGISLATIVE COMMITTEE |
|---------------------------------------|-----------------------------------|
| BONALD STEVENS, CHAIR                 | Marton T Kunga                    |
| Joan Wheeler                          | JUDY ASMEORD                      |
| ROBERT SINKLAIR                       | Joan Fordham                      |
| PETER TOLLAKSEN                       | DONALD STEVENS                    |
| CHARLES MONTGOMERY                    | WILLIAM F. WENZEL                 |
| FINANCE COMMITTEE                     |                                   |
| TOMME LEE BYCHINSKI, CHAIR            | Matin 7. Kungu<br>MARTY KRUEGER   |
| THOMAS KRIEGL                         | JOAN FORDHAM                      |
| WILEIAM F. WENZEL                     |                                   |
|                                       |                                   |

Fiscal Note: Of the total Homeland Security grant of \$122,744, \$119,750 is allocated for radios and programming of six Emergency Response Agencies in Sauk County. The remaining \$2,994 is allocated to the Sauk County Emergency Management Department for administration of the grant. The Sauk County portion of the grant for the Sheriff's Department of \$43,750 is a portion of the total maximum radio cost of \$124,875. Use of a maximum of \$81,125 from the Sauk County Drug Seizure moneys will fund the remainder of the Sauk County cost. The Sauk County Highway Department's portion of the grant funds is \$5,250. The required matching funds are already budgeted in 2007.

Information Systems Note: No impact.

### RESOLUTION NO. 92-07

# Ratifying The 2007-2008 Collective Bargaining Agreement Between Sauk County And Wisconsin Professional Police Association, Clerical

WHEREAS, the existing collective bargaining agreement between Sauk County and Wisconsin Professional Police Association, Law Enforcement Employee Relations Division (WPPA, Clerical), hereinafter referred to as WPPA, expired on December 31, 2006; and

WHEREAS, the Negotiating Committee, acting under the authority of the Personnel Committee, has negotiated a tentative agreement with the WPPA (attached hereto), for the terms of a successor agreement for the calendar years of 2007 and 2008; and,

WHEREAS, the provisions of the tentative agreement reflect a commitment of Sauk County to remain competitive with the wage rates of neighboring counties, and the dedication of both parties to recruit and retain the highest quality employees for Sauk County; and,

WHEREAS, the Personnel Committee, after careful consideration and review, believe the provisions of the tentative agreement as being in the best interest of Sauk County.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Personnel Committee be and hereby is authorized and directed to sign on behalf of Sauk County a collective bargaining agreement incorporating the provisions of the tentative agreement, set forth in more detail in the attached summary;

For consideration by the Sauk County Board of Supervisors on August 21, 2007, Respectfully submitted,

SAUK COUNTY PERSONNEL COMMITTEE

TIM MEISTER

SCOTT ALEXANDER

HENRY NETZINGER

PETER TOLLAKSEN

JUDITH STOECKMANN

**FISCAL NOTE:** The total fiscal impact (total package cost) of this two-year agreement between Sauk County and WPPA/Clerical Division, is estimated at 4.2% growth over the estimated 2006 costs for this bargaining unit.

Factored into the costing of this proposal are increased costs of health insurance (factored at 15.0% for 2008); 3.0% (ATB) increase on 1/1/07; 2.0% (ATB) increase 1/1/08; 1.00% (ATB) increase on 7/01/08.

The year-to-year percentage total package growth is estimated as follows:

2007 3.00% (1/1/07) \$247,901 (total package) increase over 2006

2008 - 2.00% (1/1/08)

1.00% (7/1/08) \$316,931 (total package) increase over 2007

KPB

### TENTATIVE AGREEMENT BETWEEN

### SAUK COUNTY AND

## WISCONSIN PROFESSIONAL POLICE ASSOCIATION LAW ENFORCEMENT EMPLOYEE RELATIONS

(Clerical Group)

The 2004 - 2006 Collective Bargaining Agreement shall remain unchanged for a two (2) year period commencing January 1, 2006, except as follows:

Deletions are indicated by:

Strikethrough.

Additions and new language are indicated by:

Underline and Shadow

Any language not included in this offer is intended to remain unchanged.

### ARTICLE VIII — GRIEVANCE AND ARBITRATION PROCEDURE

Section 2. Procedure - Grievances shall be processed in the following manner (time limits set forth shall be exclusive of Saturdays, Sundays and holidays):

### Step 1.

The employee and/or the Committee chairman <u>Business Representative</u> shall take the grievance up verbally with the employee's immediate supervisor within five (5) days of their knowledge of the occurrence of the event causing the grievance, which shall not be more than fourteen (14) days after the event.

The supervisor shall attempt to make a mutually satisfactory adjustment, and, in any event shall be required to give an answer within five (5) days.

### Step 2.

The grievance shall be considered settled in Step 1 unless, within five (5) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the department head. The department head shall respond to the grievance in writing within five (5) days.

#### Step 3.

The grievance shall be considered settled in Step 2 unless, within five (5) days from the date of the department head's written answer or last date due, the grievance is presented in writing to the Personnel Committee. The Personnel Committee shall respond in writing to the Committee Chairman, Grievance Committee Business Representative or employee within five (5) days.

#### ARTICLE IX -- SENIORITY RIGHTS, LAYOFFS AND JOB POSTINGS

**Section 1.** Seniority - Seniority shall commence upon the most recent date of hire with Sauk County, subject to the provisions of Article XII hereof, and shall be based upon the actual length of continuous full-time service and prorated part-time service with Sauk County.

Notwithstanding the foregoing, in the application of seniority contained in this Article pertaining to layoff, recall and job posting requirements, length of service in the bargaining unit shall apply.

#### Section 2. Loss of Seniority - Employees shall lose their seniority in the event:

- A. They retire, resign or are discharged. An employee who is able to work and fails to do so for three (3) days without prior approval will be considered to have resigned.
- B. They are not recalled from layoff for a period of one (1) year two (2) years.

Section 11. Trial Periods - The employee selected will receive a trial period of six (6) months. If during the trial period the employee is unable to fill the position satisfactorily, or if the employee rejects the position, the employee shall be returned to his/her former position without impairment of his/her seniority rights, and to former pay grade and step. An employee promoted to a higher position will be placed at the next higher pay rate above his/her current pay rate.

### Section 16. Transfers, Voluntary Demotions, Promotions: The following shall occur for an approved position/status change:

- A. Lateral transfers The employee will remain on current grade/step;
- B. Demotions An employee receiving a non-disciplinary demotion shall receive the wage equal to, or less than the employee's wage prior to the demotion.
- C. Promotions An employee receiving a promotion shall move to the appropriate grade and step which provides an increase.

#### ARTICLE XII — LEAVES OF ABSENCE

Section 16. Conversion at Retirement - An eligible employee who retires with an annuity from the Wisconsin Retirement System, or as a result of disability (the degree of disability being the same as for Federal Social Security) shall be allowed to utilize unused sick leave to purchase continued health insurance benefits according to the following formula:

Number of days unused, earned sick leave  $X \frac{60\%}{70\%} X$  base hourly rate of employee at retirement X number of hours normally worked/day = dollars to be applied to health insurance.

If a retired employee becomes re-employed and is eligible for health insurance with a conversion privilege from said employer, no further health insurance payments will be made by the Employer until such time as that employee terminates his/her employment with the other employer. At that time, the retired employee may be reinstated to the Employer's group plan, if available, or, if not available, the Employer shall pay up to the amount of payments it would have made had the employee remained in the group plan to the retired employees insurance plan under which he/she has a conversion privilege, but not to exceed the full amount of the premium for such plan.

The employee may, at his/her option, receive the cash value of the conversion privilege in lieu of any right to further participate in the County's health insurance plan.

### ARTICLE XVI - SCOPE OF AGREEMENT

Section 3. Duration of Agreement - This Agreement shall become effective as of January 1, 2007 2004, and remain in full force and effect to and including December 31, 2008 2006. Either party shall notify the other party within one hundred eighty (180) days of December 31, 2008 2006, of its desire to alter or amend this Agreement. If no notification is given, the Agreement shall remain in full force and effect on a year-to-year basis.

### OTHER MATTERS

- 1. Addition of language reflecting on-call relative to Personal Care Workers.
- 2. Addition of specific language regarding working actual versus observed holiday.
- 3. Implement the following wage increases on the dates indicated below:

| 01/01/2007               | 3.0% Across the board on all rates.                                    |
|--------------------------|--|
| 01/01/2008<br>07/01/2008 | 2.0% Across the board on all rates. 1.0% Across the board on all rates |

SAUK COUNTY RESERVES THE RIGHT TO ADD TO, DELETE FROM AND/OR OTHERWISE MODIFY ANY OF THESE PROPOSALS DURING THE COURSE OF NEGOTIATIONS WITHOUT PREJUDICE AND WITHOUT PRECEDENT. IN ADDITION, EACH ELECTED OFFICIAL RESERVES THE RIGHT TO VOTE AS THEY DEEM APPROPRIATE IN CONSIDERATION OF THE RATIFICATION OF ANY TENTATIVE AGREEMENT BROUGHT TO THE COUNTY BOARD FOR A SUCCESSOR AGREEMENT.

### RESOLUTION NO. 93 - 07

### RATIFYING THE 2007 - 2008 COLLECTIVE BARGAINING AGREEMENT BETWEEN SAUK COUNTY AND LOCAL 1199W UNITED PROFESSIONAL FOR QUALITY HEALTH CARE

WHEREAS, the collective bargaining agreement between Sauk County and employees represented by Local 1199W, United Professionals For Quality Health Care, hereinafter referred to as the "Union", expired on December 31, 2006; and,

WHEREAS, the Negotiating Committee, acting under the authority of the Personnel Committee and Mediator recommendation, has negotiated a tentative agreement with the Union (attached hereto), for the terms of a successor agreement for the calendar years 2007 and 2008; and,

WHEREAS, the provisions of the tentative agreement reflect a commitment of Sauk County to remain competitive with the wage rates of neighboring counties, and the dedication of both parties to recruit and retain the highest quality employees for Sauk County; and,

WHEREAS, the Personnel Committee recommends the provisions of the tentative agreement as being in the best interest of Sauk County.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Personnel Committee be and hereby is authorized and directed to sign on behalf of Sauk County a collective bargaining agreement incorporating the provisions of the tentative agreements, as provided on the attached addenda to this resolution.

Respectfully submitted for consideration by the Sauk County Board of Supervisors on August 21, 2007,

### PERSONNEL COMMITTEE

Ŧ

| Tim Meister     | PETER TOLLAKSEN   |
|-----------------|-------------------|
| SCOTT ALEXANDER | JUDITH STOECKMANN |
| HENRY NETZINGER | COPY              |

FISCAL NOTE: The total fiscal impact (total package cost) of this two-year agreement between Sauk County and Local 1199W United Professionals For Quality Health Care is estimated at 8.87% growth over 2006 costs for this bargaining unit. This agreement covers approximately 64.42 full-time equivalent employees.

Factored into the costing of this proposal are increased costs in health insurance (estimated to be 15.0% for 2008); 2.75% across-the-board (ATB) increase on January 1, 2008; plus various increases to specific jobs; 2.00% ATB increase on January 1, 2008; and I.00% ATB increase on July 1, 2008.

The year-to-year percentage growth is estimated as follows: 3.78% or \$155,741 for 2007 over 2006. 4.91% or \$209,732 for 2008 over 2007. In total, 8.87% or \$365,473.

MIS NOTE: No MIS impact.

### RECEIVED AUG 13 2007

### SAUK COUNTY

SAUK COUNTY CORPORATION COUNSEL'S OFFICE

### DEPARTMENTS OF HUMAN SERVICES, PUBLIC HEALTH AND JAIL NURSING PROFESSIONAL EMPLOYEES July 30, 2007

The successor labor agreement shall consist of the existing contract provisions except where changed as indicated herein, or by the previous tentative agreements signed and agreed to by both parties.

Stricken language is indicated by strike-through. New language is indicated by strike.

### THE FOLLOWING ARE THE MEDIATED AGREEMENTS:

10.01 <u>WAGES</u>: Effective January 1, 2007, the Employer shall pay Employees covered by this Agreement compensation as set forth in Appendix A, attached hereto. Said appendix incorporates an across the board wage increase of 2.75% over the current wage rates. Effective January 1, 2008, the Employer shall pay Employees covered by this Agreement compensation as set forth in Appendix B, attached hereto. Said appendix incorporates an across the board wage increase of 2.0% over the wage rates contained in Appendix A. Effective July 1, 2008, the Employer shall pay Employees covered by this Agreement compensation as set for in Appendix C, attached hereto. Said appendix incorporates an increase of 1% over the wage rates contained in Appendix B.

#### WAGE SCHEDULE MODIFICATIONS:

Effective September 1, 2007, the following changes shall be implemented in the wage schedule. 3A will become 3. All positions in 3B will move to 4. A new 4B will be created that will be .30 cents higher than 4. All Public Health Nurses shall be moved from 4 to 4B.

Effective January 1, 2008, all nurses shall receive an additional .30 cents.

Create a sixth column labeled 180 months to be added December 1, 2008 at a wage increase 1% from the 60 month column.

FOR THE UNION:

FOR THE COUNTY

THE FOLLOWING CHANGE SHALL TAKE PLACE IN THE MILEAGE REIMBURSEMENT RATE EFFECTIVE UPON RATIFICATION OF THE CONTRACT BY BOTH PARTIES:

MILEAGE REIMBURSEMENT: The Employer shall reimburse employees authorized to use their personal automobiles for official business at the IRS rate per mile as established herein, and provided, an employee complies with the Vehicle Inspection Policy outlined in the Memorandum of Understanding entered into by the Employer and the Union. The IRS rate in effect on July 1 of any given year shall become the mileage rate for bargaining unit employees on January 1 of the following year for the duration of that year. The IRS rate shall be rounded down to the nearest whole cent if the IRS establishes a rate which includes and fraction of a cent.

THE FOLLOWING CHANGES SHALL TAKE PLACE EFFECTIVE JANUARY 1, 2008:

12.05 <u>SICK LEAVE CONVERSION AT RETIREMENT</u>: An eligible Employee who retires with an annuity from the Wisconsin Retirement System shall be allowed to utilize unused sick leave and entastrophic leave (see Article-12.06 below) to purchase continued health insurance benefits according to the following formula: (For purposes of this Agreement annuity is defined as including lump sum withdrawal of retirement funds.)

Number of hours unused, earned sick leave X 60 10% + the number of hours accumulated or unused catastrophic sick leave (per article 12.06 below) X 60 10% X base hourly rate of the Employee at retirement X number of hours normally worked in a day = dollars to be applied to health insurance.

If a retired Employee becomes re-employed and is eligible for health insurance with a conversion privilege from said employer, no further health insurance payments will be made by the Employer until such time as that Employee terminates his employment with the other employer. At that time, the retired Employee may be reinstated to the Employer's group plan, if available, or if not available, the Employer shall pay up to the amount of the payments it would have made had the Employee remained in the group plan to the retired Employee's insurance plan under which he has a conversion privilege, but not to exceed the full amount of the premium for such plan. An Employee may elect to receive the cash equivalent of the sick leave compensation formula, in lieu of their right to continued health insurance coverage.

FOR THE UNION:\_\_

FOR THE COUNTY

12.06 CATASTROPHIC SICK LEAVE ACCOUNT: Any Employee who has accumulated one hundred twenty (120) days of sick leave will have a special catastrophic sick leave account established for his/her personal benefit; additional sick leave will be credited to this account at the rate of one-half (1/2) day for each completed calendar month of compensated service during which the Employee has maintained one hundred twenty (120) days of accumulated regular sick leave. The special catastrophic sick leave account may only be drawn to cover eligible absence discussed, above, and where the Employee has previously exhausted all accumulated regular sick leave, sick leave credited to this special account may only be used for medically documented, eligible absences and with the exception of Article 12.05 above, shall not be used in any other manner for any purpose whatsoever

Current employees eligible for catastrophic leave conversion will be identified by name in an appendix to the contract, have their current accrual of catastrophic leave available for conversion frozen. The employees can continue to accrue catastrophic leave as eligible, but the new accrual will not be available for conversion.

THE FOLLOWING CHANGE SHALL BE EFFECTIVE ON JANUARY 1, 2007:

14.11 TEMPORARY LEAD WORKER POSITIONS: Employees may be selected by the Department Head to serve as temporary lead workers from time to time. The selection of an Employee for these duties shall be made within the sole discretion of the Department Head. Employees selected for temporary lead work shall be compensated at the rate of one dollar per hour above their current wage rate. Additional compensation granted under this section shall terminate at such time as the Employee is no longer performing temporary lead worker duties.

FOR THE UNION:

FOR THE COUNTY

### SEIU DISTRICT 1199 W/UP And Sauk County Tentative Agreements 2/9/07



### ARTICLE 1 - PREAMBLE

1.01 PREAMBLE: THIS AGREEMENT, made and entered into at Baraboo, Wisconsin, pursuant to the provisions of Section 111.70, Wisconsin Statutes, by and between the County of Sauk, hereinafter referred to as "County" or as "Employer" and Service Employees International Union District 1199 W / United Professionals for Quality Health Care, SEIU, AFL-CIO CTW, CLC, hereinafter referred to as "Union".

### ARTICLE 6 - UNION SECURITY

6.05 NEW EMPLOYEE NOTIFICATION: The Employer agrees to provide the local rep and the President Executive Director of the Union Chapter President and the Union office notice of any new hires, resignations, transfers or reclassification involving bargaining unit positions or employees. Such notice shall include employee names, addresses, dates of hire, classifications and effective dates of such changes within ten (10) working days after changes occur.

### **ARTICLE 9 - SENIORITY**

- 9.02 <u>SERVICE</u>: For the purposes of this Article, service with the Employer shall include the following types of service:
  - (A) Regular, full-time and/or regular, part-time employment in a County position.
- (B) Full-time and/or part-time limited term employment, if such service immediately precedes service as defined in Paragraph (A).
- (C) Full-time and/or part-time employment as a supervisor with the Human Services Sheriff's Department or Public Health Department.
- (D) In the event two (2) or more Employees have the same seniority date, the Employee who has the lowest last four (4) digit Social Security number shall be the most senior Employee.
- 9.04 <u>SENIORITY LISTS:</u> The Employer shall keep and maintain a seniority list of all bargaining unit Employees. A current copy of said list shall be provided to the Union office annually by no later than February 1st of every year.

### ARTICLE 15 - SCOPE OF THE AGREEMENT

- 15.01 <u>SUCCESSOR AGREEMENTS:</u> Proposals for the successor Agreement will be exchanged by the parties on or before November 1, 20062008.
- 15.04 <u>EFFECTIVE DATES</u>: This Agreement shall become effective as of January 1, 2004 2007, and remain in full force and effect to and including December 31, 2006 2008. Either party shall notify the other party within one hundred eighty (180) days of December 31, 2006 2008, of its desire to alter or amend this Agreement. If no notification is given, the Agreement shall remain in full force and effect on a year-to-year basis.

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### SEIU District 1199W/UP Sauk County Tentative Agreement 3/2/07



12.07 BEREAVEMENT LEAVE - FAMILY: Employees shall be granted leave with pay beginning from the time of death and ending at 7:00 a.m. on the second calendar day following the funeral but not to exceed three (3) consecutive workdays, at least one of which must be the day of the funeral unless the funeral is held on a weekend, in the event of the death of such Employee's mother, father, spouse, children, step-parent, stepchildren, brother, sister, mother-in-law, father-in-law, a relative who permanently has resided in the home of the Employee, brother-in-law, sister-in-law, grandchildren and grandparents. Additional time off may be granted at the discretion of the Employer and shall be charged to the accrued sick, vacation, compensatory or professional leave of the Employee, unless the Employee is suffering from a condition that would entitle the Employee to utilize sick leave.

### 13.01 HEALTH INSURANCE:

(A) Coverage by Employment Status:

(Note: Subsections (1), (2), (3) = Current Contract Language)

(3)(4) Placement of Positions in Categories: Placement of positions within categories is based upon the number of hours a position is normally expected to work within a two week pay period. It is understood that actual hours may fluctuate no more than 90 days based upon the needs of the Employer, unless mutually agreed upon.

(4)(5) Review of Categories: The placement of a position within a category may shall be reviewed, by the Employer, or shall be reviewed upon the request of an affected Employee, once-annually in October for proper placement within a category. No position may be reviewed until an Employee has occupied the position for at least six (6) calendar months.

(Remainder of Section = Current Contract language)

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SAUK COUNTY CORPORATION
COUNSEL'S OFFICE

10.15 ON CALL PAY: Effective January 1st, 2004 Employees required to be on 24-hour primary, on-call status shall receive twenty two dollars and fifty cents (\$22.50) for each weekday and thirty two dollars and fifty cents (\$32.50) for Saturdays and Sundays, and thirty seven dollars and fifty cents (\$37.50) for holidays, plus straight time pay at the regular rate for all hours the Employee is actually required to leave his/her home, as compensation therefore. Home care nurses and Law Enforcement Nurses may elect to receive compensatory time off by agreement of the employee and Supervisor in lieu of straight time pay as provided above Where Christmas Day, Christmas Eve, New Year's Day or July 4th fall on a weekend, both the actual holiday and County observed holiday shall qualify for payment of the holiday rate. In the case of home care nurses assigned primary, on-call status, every effort shall be made by the Employee to combine all previously scheduled visits with on-call visits. The parties understand that the actual calls these workers will receive are likely to fluctuate greatly from shift to shift and it is intended that the flat amount and rate provided herein shall be the total compensation for services required as part of being on-call status. Furthermore, hours actually worked under this paragraph shall not be counted toward qualifying the Employee for any separate form of overtime or premium compensation.

- (A) Effective January 1et, 2004. Human Services Department Employees who are on-call shall be paid twenty two dollars and fifty cents (\$22.50) per on-call incident for on-call incidents that do not require leaving the Employee's home, provided the on-call incident results from a response to a page from the designated screening service utilized by the County or from an Employee's supervisor, and provided the incident is properly logged.
- (B) Effective January 1<sup>st</sup>, 2004 fer Home Care Nurses and effective January 1<sup>st</sup>, 2005 fer Law Enforcement Nurses who are on-call shall receive twenty two dollars and fifty cents (\$22.50) per on-call incident for on-call incidents which do not require leaving the Employee's home provided the on-call incident results from a response to a page from the designated service utilized by the County or from an Employee's supervisor, and provided the incident is properly logged. Furthermore, the on-call incident must involve a minimum of twenty minutes of time invested. , and the incident must require the medical attention or intervention of a medical dector.
- (C) An on-call incident as referred to in A and B above is defined as a cell or series of calls involving a particular client or clients related to a set of events which resulted in the need for the Employee's response.

SEIU District 1199W/UP Sauk County Tentative Agreement 3/2/07

### ARTICLE 8 - GRIEVANCE/ARBITRATION PROCEDURE

8.01
(Note first paragraph is current contract language.)

STEP ONE: The Employee shall file a written grievance on a standard grievance form with the Employee's immediate supervisor within ten (10) days of the alleged violation or knowledge thereof. The supervisor shall attempt to make a mutually satisfactory adjustment, and, in any event shall be required to give an <u>written</u> answer within five (5) seven (7) days.

STEP TWO: The grievance shall be considered settled in Step 1 unless, within five (6) seven (7) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the department head. The department head shall respond to the grievance in writing within five five (6) seven (7).

STEP THREE: The grievance shall be considered settled in Step 2 unless, within five (5) saven (7) days from the date of the department head's written answer or last date due the grievance is presented in writing to the Personnel Committee. The Personnel Committee shall respond in writing to the Employee representative within ten (10) seven (7) days unless the time period is waived by both parties.

STEP FOUR: If an Employee grievance is not settled at Step 3, the Union may make must file a written request within five (5) seven (7) days of receipt of the Employer's final, written answer, with to the WERC for the appointment of an arbitrator, or the grievance will be deemed settled based upon the final answer of the Employer. The Commission will appoint a panel of five (5) arbitrators, who may be either WERC staff arbitrators or non-WERC arbitrators. The arbitrator will be selected by the parties alternately striking names from the panel within ten (10) seven [7] days from receipt of the panel. A copy of the request for arbitration shall be simultaneously sent by the Union to the Employer and to the WERC.

U-8 8.04 UNION GRIEVANCES: The procedural steps for Union grievances shall commence with presentation of the grievance in writing to the Personnel Director. Such grievances must be filed in writing within ten (10) days after the Union knew of the act or condition upon which the grievance is based. The Personnel Director shall respond within ten (10) aeven (7) days unless the time period is waived by both parties. If the grievance is not settled, the Union may make a written request within five (5) seven (7) days to advance the grievance to Step 3.

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SAUK COUNTY CORPORATION COUNSEL'S OFFICE 3/2/07

### SEIU District 1199W/UP Sauk County Tentative Agreement 3/8/07



11.04 VACATION FOR EMPLOYEES OTHER THAN HOME CARE NURSES EFFECTIVE JANUARY 1, 2002:

(C) — For purposes of implementing this new vacation section, on January 1, 2002, an Employee will receive vacation credit for all hours of vacation and compensatory time earned and unused prior to January 1, 2002. Any hours in excess of the maximum twenty four (24) days of accrual shall be paid to the Employee at the pay rate in effect on January 1, 2002.

3/8/07

### ORDINANCE NO. 44-2007

PETITION 7-2007. APPROVING THE REZONING OF LANDS IN THE TOWN OF DELLONA FROM AN AGRICULTURAL TO A COMMERCIAL ZONING DISTRICT FILED UPON VERN & TAMMY MITTLESTEADT, PROPERTY OWNERS.

WHEREAS, a public hearing was held by the Planning, Zoning & Land Records Committee on July 24, 2007, upon petition 7-2007 as filed by Vern & Tammy Mittlesteadt for a change in the zoning of certain lands from an Agricultural to a Commercial Zoning District; and

WHEREAS, the Planning, Zoning and Land Records Committee reviewed and discussed the request filed by Vern & Tammy Mittlesteadt, as described in petition 7-2007; and

WHEREAS, the Town of Dellona Town Board approved the rezone to a Commercial Zoning District on May 7, 2007; and

WHEREAS, your Committee, based upon the facts of the request, does recommend that the petition be APPROVED.

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more particularly described in petition 7-2007, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

For consideration by the Sauk County Board of Supervisors on August 21, 2007.

Respectfully submitted,

PLANNING, ZONING & LAND RECORDS

Lester Weise, Chair

Judy Ashford

Joel Gaalswyk,

Gerald Lehman

Halsey Sprecker

COPY

Fiscal Note:

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No fiscal impact

OFFICE OF

### SAUK COUNTY PLANNING AND ZONING

SAUK COUNTY WEST SQUARE BUILDING 505 BROADWAY BARABOO, WI 53913 Telephonc: (608) 355-3285

### NOTICE

PLEASE TAKE NOTICE, that the Pianning, Zoning and Land Records Committee of the Sauk County Board of Supervisors will hold a public hearing on July 24, 2007, at 9:30 a.m., or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- A. Petition 7-2007 Rezone. A petition to rezone certain lands in the Town of Dellona, County of Sauk, Wisconsin, from an Agricultural to a Commercial Zoning District for the purpose of establishing the correct zoning district for a small engine and automotive repair facility. Lands are owned by Vern & Tammy Mittlesteadt, \$1696A Coon Bluff Road, Reedsburg, WI 53959.
  - B. The land to be affected by the proposed rezone to Agricultural is located in the NE ¼ of the NW ¼ Section 26, T.13N, R.5E, Town of Dellona, Sauk County, Wisconsin and more particularly described as tax parcels 006-0568-00000 and POS 3842. Area to be rezoned to contains 2 acres more or less.
  - C. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.
- II. A. The purpose of the proposed rezone is noted under item I. A. above.
  - B. Any person desiring more information may contact the Sauk County Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285).

Date: July 2, 2007

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

BY: BRIAN SIMMERT

Sauk County Department of Planning and Zoning

505 Broadway Street

#### COMPLETE THIS SECTION ON DELIVERY ENDER: COMPLETE THIS SECTION A. Signature Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse C. Date of Delivery de for those so requesting provided B. Received by (Printed Name) so that we can return the card to you. Attach this card to the back of the mailpiece, Denise Schuvinch 7-*5-*07 or on the front if space permits. ☐ Yes D. Is delivery address different from item 1? . Article Addressed to: If YES, enter delivery address below: Denise Schyvinch Dellora Town Clerk E79 49 South Ave Service Type Certified Mail ☐ Express Mail Readburg wI 53991 ☐ Registered ☐ Return Receipt for Merchandise □ C.O.D. ☐ Insured Mail Restricted Delivery? (Extra Fee) ☐ Yes Article Number 7002 0460 0000 6772 2261 (Transfer from service label) -52-102595-02-M 1540 S Form 3811, February 2004 Domestic Return Receipt



# Staff Report Petition 7-2007

Sauk County Planning, Zoning and Land Records Committee

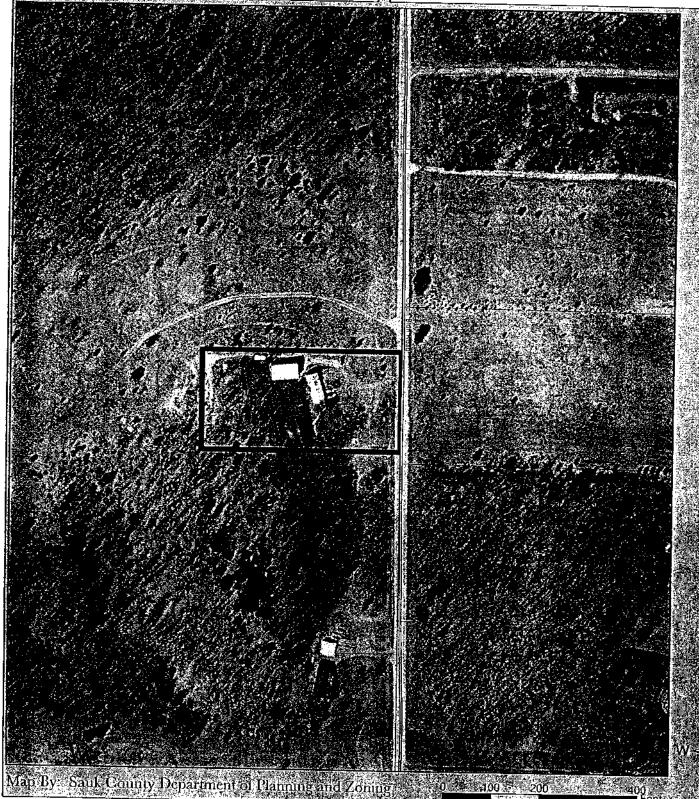
July 24, 2007

Applicant:

Vern Mittlesteadt S1696A Coon Bluff Road Reedsburg, WI 53959

Property Location:

Town of Dellona Section 26 T. 13 N. - R. 5 E.



### PLANNING, ZONING & LAND RECORDS COMMITTEE STAFF REPORT

Petition # 7-2007 Proposed Commercial Rezone by Vern & Tammy Mittlesteadt, property owner and applicant.

Public Hearing Scheduled for: 7/24/07

### 1. Request

A request by Vern & Tammy Mittlesteadt to change the zoning of property from an Agricultural to a Commercial Zoning District. The purpose or basis of the rezone request is to establish the correct zoning district for an existing small engine repair business which includes, but is not limited to, lawn and garden equipment and farm machinery. According to the applicant, repair services are also offered for automobiles. The land to be affected by the proposed rezone includes:

A parcel of land located in the NE ¼ - NW ¼ Section 26, T13N, R5E, Town of Dellona, Sauk County, Wisconsin also described as Tax Parcels 006-0568-00000 and POS 3842. Area to be rezoned contains 2.00 acres more or less.

### 2. History

### History

May 7, 2007. The Town of Dellona Board approved a request by Vern & Tammy Mittlesteadt to rezone lands from an Agricultural to a Commercial Zoning District. See Appendix A for a copy of town correspondence.

May 26, 2007. Sauk County Planning & Zoning received a complete Development Application from Vern Mittlesteadt for a rezone to a Commercial Zoning District. See Appendix B for a copy of the site plan.

June 2, 2007. Planning & Zoning staff sent notice to other affected agencies including the Reedsburg Fire and Ambulance District as well as adjacent and surrounding landowners notifying them of the rezone proposal. No correspondence has been received.

#### 3. <u>Issues</u>

When reviewing a rezone proposal and change in land use, staff looks at several criteria, including how the proposed use fits into the surrounding area, whether there are any constraints to development at the proposed site and if the proposed use is consistent with local and county development plans and ordinances.

### Present adjacent land uses and zoning

First, the existing land uses and zoning designations in the surrounding area are reviewed to determine the proposal's compatibility and appropriateness. It is important that the proposed use and zoning be compatible and appropriate to the area.

Adjacent Land Uses and Zoning

| Direction | Land Use  | Zoning       |
|-----------|-----------|--------------|
| Site      | Residence | Agricultural |
| North     | Field     | Agricultural |
| South     | Residence | Agricultural |
| East      | Residence | Agricultural |

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Floodplain: None Wetlands: None Steep Slopes: None

Prime Agriculture Soils: None

Septic Suitability: NA

#### 4. Consistency with local development plans and ordinances

When reviewing a rezone application for a property within Sauk County, staff looks at how the proposed land use relates to the County and Town development plans.

#### Consistency with the Sauk County 20/20 Development Plan

Staff has reviewed the proposed land use designation and has concluded that the designation of this area is not entirely consistent with the provisions of the Sauk County 20/20 Development Plan. The identified policy and a brief explanation are as follows:

Economic Development Chapter 3 Goal 1 states: ... Locating industrial and commercial development in close proximity (to other businesses) can also be beneficial, as many businesses share information and customer and employee base from the same geographic area...

This goal goes on to state: Another critical factor in encouraging new business development to locate contiguous to existing development is to discourage sprawl or strip development. Employment, tourism and shopping areas generate higher traffic volume that needs to be properly planned for and managed. This can more effectively be accomplished if growth is contiguous and clustered.

#### Consistency with the Town of Dellona Land Use Plan

The *Town of Dellona Land Use Plan* provides guidance to the Town when considering commercial rezone proposals and stated as follows:

"The Town of Dellona is a diversified community. As such, the further development of commercial and/or industrial property should be fairly limited. Commercial development that adds to the local mix of commercial businesses without producing detrimental side effects will be considered"

As part of Town Board deliberations and as expressed in the May 7, 2007 minutes, the town determined that the rezone is appropriate from the perspective that the business is owned by a sole proprietor, everything is kept inside and there are no employees.

#### 5. Recommendation

In summary, the proposed rezone and land use appears to be is consistent with the *Town of Dellona's Land Use Plan*, according to the Town Board, however the proposed location of a commercial business in not entirely consistent with the *Sauk County 20/20 Development Plan*. The Town of Dellona Town Board did approve a rezone of the lands under this application from Agricultural to Commercial. Given this analysis, staff recommends that the PZLR Committee approve **Petition #7-2007**, a rezone to Commercial.

### Dellona Town Hall Meeting 5-7-07

Chairman Duane Brooks called the meeting to order at 7:30 pm. A motion was made by Bob Giebel to approve the agenda, seconded by Jeff Peasall; motion carried. Jeff Peasall made a motion to approve last month minutes. Seconded by Bob Giebel and the motion carried. Lavonne gave the treasurer's report and Bob Giebel made a motion to approve it. Jeff Peasall seconded the motion and the motion carried. Bills were presented and Jeff Peasall made a motion to approve the bills and Bob Giebel seconded it; motion carried.

Jeff Peasall made a motion to approve Marlin Craker's CSM and Jeff Peasall seconded it. Motion carried.

Bob Giebel made a motion to approve the request of Phil Kinsman to sell flagstone. Jeff Peasall seconded the motion and the motion carried.

Bob Giebel made a motion to approve the 5 year special permit for Gerald Dallman, Jeff Peasall seconded it and the motion carried.

Jeff Peasall made a motion to approve the Delton Sportsman Club's request for a picnic permit class B. Bob Giebel seconded it and the motion carried.

Dan Flemming from Sauk County Ridge Runners thanked the Dellona Town Board for letting the club use the facilities so the could teach children on ATV safety. 20 to 30 kids participate. The class is governed by the DNR and there are 2588 registered ATVs in Sauk County. Sauk County does not have any ATV trails.

There will be 2 more supervisors elected in April 2008 so the Dellona Town Board will be a 5 person board. In even years 2 supervisors are elected and odd years 3 are elected.

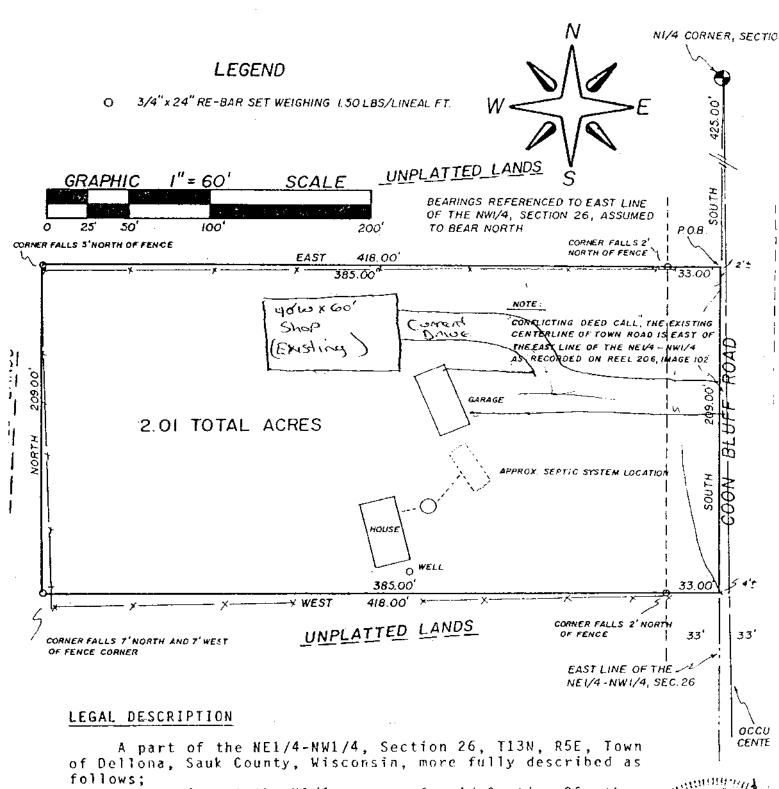
Emergency Services Committee will consist of Paul Bremer, Patricia Hagi, Steve White, Bill Wilde, Darren Jorgenson, Mary Yeakel and Dave Shultz. The first meeting is on Thursday, May 10, 2007 at 7 pm.

Verne Mittelstaedt requests that his house and garage be rezoned from residential to commercial. Jeff Peasall made a motion to have Verne Mittlestaedt's property of under 5 acres be zoned commercial. Bob Giebel seconded it and the motion carried. The reasons for the change are: it is owned by a sole proprietor, everything is kept inside and there are no employees.

Chairman Duane Brooks introduced Hung Nqyen and Thi Cao. They purchased the property on the corner of County Trunk H and Coon Bluff Road. They would like the



LOCATED IN THE NEI/4-NWI/4, SECTION 26, TI3N, R5E, TOWN OF DELLONA, SAUK COUNTY, WISCONSIN



Commencing at the N1/4 corner of said Section 26, thence South, 425.00 feet to the point of beginning; thence South, 209.00 feet along the center of the Town Road, (SURVEYOR'S NOTE: this call for the center of the existing Town Road in the south NE1/4-NW1/4 as earlier stated in this description. The

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### RESOLUTION NO. 95 -07

### AUTHORIZING THE PUBLIC HEALTH DEPARTMENT TO ACCEPT THE DONATION OF THE ST. CLARE FOUNDATION

WHEREAS, the St. Clare Foundation has contributed \$7,000.00 to the Sauk County Public Health Department and has designated that these funds only be used for the Sauk County Community Health Care Program for the health care needs of uninsured or under insured residents of Sauk County; and

WHEREAS, the Sauk County Community Health Care Program is monitored by the Sauk County Public Health nurses with funds distributed by Hope House; and

WHEREAS, if these funds were not used for this purpose, the uninsured or under insured Sauk County residents would likely turn to other County programs for this assistance.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that Sauk County gratefully accepts the above donation for the Sauk County Community Health Care Program; and

**BE IT FURTHER RESOLVED**, that the Sauk County Public Health Department 2007 budget will be amended to reflect transfer of the above donation to Hope House for distribution to meet the health care needs of the uninsured or under insured Sauk County residents.

For consideration by the Sauk County Board of Supervisors on August 21, 2007.

Respectfully submitted,

| PUBLIC HEALTH BOARD                          | FINANCE COMMITTEE          |
|--|----------------------------|
| Rose White, Chair                            | Tommy Lee Bychinski, Chair |
| Lowell Haugen                                | Martin F. Krueger          |
| Catherine Horenberger  Catherine Horenberger | Joan Fordham               |
| Thomas Kriegl                                | Thomas Kriegl              |
| Mary Pat Elsen                               | William F. Wenzel          |
| Dr. Amy Delong                               |                            |
| Stacy Clement                                |                            |

Fiscal Note: Use of funds does not affect Federal, State, or County funding. The donation is funding to be used for the Sauk County Community Health Care Program.  $\mu B$ 

Information Systems Note: No impact.

### RESOLUTION NO. <u>96</u> - 07

# PETITIONING THE WISCONSIN SECRETARY OF TRANSPORTATION FOR AIRPORT IMPROVEMENT AID BY THE TRI-COUNTY AIRPORT COMMISSION - SAUK, RICHLAND AND IOWA COUNTIES, WISCONSIN

WHEREAS, the Tri-County Airport Commission, herein referred to as the Sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by law (Wis. Stat. § 114.11) to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport; and

WHEREAS, the Sponsor desires to develop or improve the Tri-County Regional Airport, jointly owned by Sauk, Richland, and Iowa Counties, Wisconsin; and

WHEREAS, airport users have been consulted in formulation of the improvements included in this Resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. § 114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the Sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the Sponsor by the Secretary; the Sponsor will make available additional monies that may be found necessary, upon request of the Secretary and approval of the Tri-County Airport Commission, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the Sponsor does not provide the same; and

WHEREAS, the Sponsor is required by law (Wis. Stat. § 114.32(5)) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Tri-County Airport Commission's petition for Federal and (or) State Aid in the following form is hereby approved as follows:

The petitioner, desiring to sponsor an airport development project with Federal and (or) State Aid, in accordance with the applicable State and Federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a General Aviation type airport as defined by the Federal Aviation Administration.

RESOLUTION NO. <u>\$\frac{1}{2}\left(-07\)
Page 2</u>

- 2. The character, extent, and kind of improvements desired under the project are as follows: Install security fencing; install security lighting; reconstruct hangar taxiways; construction of new terminal building; and any necessary related work.
- 3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: To meet the existing and future needs of the airport; and,

BE IT FURTHER RESOLVED, that a petition for Federal and (or) State Aid is hereby approved, contingent upon like approval in resolution form by the County Boards of Richland and Iowa Counties; and

BE IT FURTHER RESOLVED, that the Secretary is hereby designated as its agent and is requested to agree to act as such in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. ch. 32 of the Wisconsin Statutes; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects; and

**BE IT FURTHER RESOLVED,** that the Sponsor requests that the Secretary provide, per Section 114.33(8)(a) of the Wisconsin Statutes, that the Sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project; and

BE IT FURTHER RESOLVED, that the Sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code ch. Trans 55 or in accordance with Sponsor assurances enumerated in a Federal Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairperson of the Tri-County Airport Commission be authorized to sign and execute the Agency Agreement and Federal Block Grant Owner Assurances authorized by this resolution.

RESOLUTION NO. <u>96</u>-07 Page 3

For consideration by the Sauk County Board of Supervisors on August 21, 2007.

Respectfully submitted,

TRANSPORTATION AND PARKS COMMITTEE

VIRGIL/HARTJE, Chairman

LARRY WOLZ

Thy MEIST

HALSEY SPRECHER

Fiscal Note: The Tri-County Airport has been approved for inclusion in the National Plan of Integrated Airport Systems (NPIAS). Inclusion in the NPIAS is in part the result of development of a long-range airport improvement plan. Inclusion in the NPIAS also makes the Tri-County Airport eligible for funding from the Federal Airport Entitlement Program. This funding is expected to be \$150,000 per year for four years beginning in 2005. The Airport is required to contribute two and one-half percent (2½%) per year, or \$3,750, to secure these funds.

----- MIS Note: No MIS impact. -----

### **ASSURANCES**

### DEPARTMENT OF TRANSPORTATION BUREAU OF AERONAUTICS Madison, Wisconsin

WHEREAS, the Tri-County Airport Commission, hereinafter referred to as the Sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Tri-County Airport project to:

Install security fencing; install security lighting; reconstruct hangar taxiways; construction of new terminal building; and any necessary related work. WHEREAS, the Sponsor adopted a resolution on \_\_\_\_\_ \_\_\_\_, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution; and AGENCY AGREEMENT-----WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the Sponsor until financial closing of this project; and NOW THEREFORE, the Sponsor and the Secretary do mutually agree that the Secretary shall act as the Sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the Sponsor; SECRETARY OF TRANSPORTATION By: David M. Greene, Director Bureau of Aeronautics FEDERAL BLOCK GRANT OWNER ASSURANCES-WHEREAS, the Sponsor does agree to the conditions established in Wis. Admin Code ch. Trans.55 and, for projects..... receiving federal aid, to the attached Federal Sponsor Assurances which are a condition of a Federal Grant of funds. The Federal Block Grant Owner Assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the Finding; Acceptance: The Sponsor does hereby accept the Agency Agreement and the Federal Block Grant Owner's Assurances. Sponsor: The Tri-County Airport Commission Name Name Title Title Date Date

### ORDINANCE NO <u>97</u>-07

# Ordinance Reducing The Speed Limit On A Portion Of County Trunk Highway P Located In The Township Of Delton

WHEREAS, Section 349.11(1)(A) of the Wisconsin Statutes give Counties the authority to set speed limits on highways under their jurisdiction; and,

WHEREAS, the business owners and residents in the area have requested that the Sauk County Highway Commissioner and the Transportation Committee study the justification to reduce the speed limit on County Trunk Highway P located in the Township of Delton; and,

WHEREAS, your Highway Commissioner and Transportation Committee have investigated, viewed the area in question, and have agreed at the meeting of July 11, 2007 to reduce the speed limit on County Trunk P to 45 M.P.H. starting at Herwig Road east to Birchwood Road located in the Township of Delton.

**NOW, THEREFORE BE IT ORDAINED,** by the Sauk County Board of Supervisors, met in regular session and does hereby approve and direct the speed limit be reduced on County Trunk Highway P from Herwig Road to Birchwood Road located in the Township of Delton.

For consideration by the Sauk County Board of Supervisors on August 21, 2007.

Respectfully submitted:

SAUK COUNTY TRANSPORTATION/PARKS COMMITTEE

VIRGIL HARTJE, Chairperson

davil long

HALSEY SPRECHER

DON STEVENS

MARTIN (TIM) MEISTER

HALSEY SHRECHER

FISCAL NOTE: Costs not exceeding \$100.00 are anticipated to relocate speed limit

signage already present near this location.

MIS NOTE: No Information System impact