

* Amended

- Agenda -



Sauk County Board Of Supervisors

Tuesday, December 18, 2007

6:00 p.m.

West Square Building, 505 Broadway, Rm. #326
Baraboo, Wisconsin 53913

• **Special Meetings:**

Communications Infrastructure Committee: 5:15 p.m., @ Gallery of County Board Room #326A, to consider:

- 1.) *Possible* Resolution No. -07 Approving Tower Lease Agreement With Wisconsin Power And Light Company.

Finance Committee: 5:30 p.m., @ Gallery of County Board Room #326A, to consider:

- 1.) Approval of County vouchers; and
- 2.) Resolution No. -07 Authorizing the Borrowing of \$5,000,000; Providing For The Issuance and Sale of General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith.

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) Representatives from Horty Elving with overview of schematic design for Sauk County skilled nursing facility building project.
 - 2) Benny Stenner, Chair, Township of Spring Green; and *Fred Lausly, Chair, Township of Spring Plan Commission, regarding Ordinance No. 108-07 Approving With Changes The Rezoning Of Lands In The Town Of Spring Green From An Agricultural To A single Family Residential And Resource Conservancy 5 Zoning District, (petition #10-2007).
- **Public comment.**
- **Communications.**
- **Bills & referrals.**
- **Claims.**

***Amended**

• County Board Chair Appointments:

Health Care Center Board of Trustees:

- Re-appointment of Terry Langer, citizen, 3 year term expires 1/1/2011.
- Re-appointment of Henry Netzinger, Supervisor, 3 year term expires 1/1/2011.
- Re-appointment of Arthur Carlson, Supervisor, 3 year term expires 1/1/2011.

Sauk County Library Board:

Re-appointment of Beverly Vaillancourt, 3 year term expires 12/31/2010.

Veterans Service Commission:

Appointment of Roger A. Friede, Sr., 3 year term to expire 12/31/2010, (to fill expired term of Harry Schutz).

Natural Beauty Council:

Appointment of Norma Jean LeMoine, Rock Springs.

Sauk County Public Health Director:

Appointment of Michael Steinhauer.

Continuum Of Care Committee composition change:

- 1) One from Health Care Center Board of Trustees - Supervisor Borleske
- 2) One from Human Services Board - Supervisor Stoeckmann
- 3) One From Public Health Board - Supervisor Haugen
- 4) One From Commission On Aging - Supervisor Cassity
- 5) One from Property & Insurance Committee - Supervisor Dippel
- 6) One from Finance Committee - Supervisor Fordham
- 7) One From Transportation & Parks Committee - Supervisor Sprecher

• Unfinished Business.

Page #

COMMITTEE:

6 - 27

PLANNING, ZONING & LAND RECORDS COMMITTEE:

Ordinance No. 108-07 Approving With Changes The Rezoning Of Lands In The Town Of Spring Green From An Agricultural To A single Family Residential And Resource Conservancy 5 Zoning District filed Upon The Town Of spring Green, Benny Stenner, Town Chairperson, (petition #10-2007).

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PLANNING, ZONING & LAND RECORDS COMMITTEE:

~~Ordinance No. 127-07 Repealing Chapter 24 Sauk Co. Code and Recreating Chapter 24 Sauk Co. Code Pertaining To Non-Metallie Mining, petition #13-2007.~~ Ordinance No. 126-07 Repealing Chapter 9, Sauk Co. Code And Recreating Chapter 9 Sauk Co. Code Pertaining To Floodplain Zoning, (petition #12-2007).

* Amended

• **Reports** (informational - no action required):

1. Beverly J. Mielke, Sauk County Clerk, rezoning petitions received per Wisconsin State Statutes 59.69(5)(e):
 - ♦ **Petition #20-07** Zoning Text Change, Ch. 7.14(3)(d)4 - Proposed to remove the exemption for farm buildings - then require a County permit. Filed by Sauk County Planning & Zoning Department. **(pages 78 - 83)**
 - ♦ **Petition #1-08** Rezoning request, Township of Baraboo, From Resource Conservancy - 35 to Agricultural. Filed by Gasser/Milestone Materials. **(pages 84 - 90)**
2. Supervisor Endres, Chair, Sauk County Health Care Center Building Project Committee.
Supervisor Carlson, Chair, Arts, Humanities, & Historic Preservation Committee, overview of 2007.
3. Supervisor Ashford, Vice-Chair, Executive & Legislative Committee.
4. Marty Krueger, County Board Chair
5. Kathryn Schauf, Administrative Coordinator

• **Consent Agenda:** None.

• **Resolutions & Ordinances:**

- | | |
|---------------|--|
| Page # | COMMITTEE: |
| 91 - 98 | <u>COMMUNICATIONS INFRASTRUCTURE COMMITTEE:</u>
Resolution No. 138-07 Approving Dark Fiber Lease Agreement With Merrimac Communications LTD. |
| 99 - 108 | <i>Possible</i> Resolution No. 139-07 Approving Tower Lease Agreement With Wisconsin Power And Light Company. |
| 109 & 110 | <u>CONTINUUM OF CARE COMMITTEE:</u>
Resolution No. 140-07 Authorizing the Sauk County Aging and Disability Resource Center to Apply for Funding from the Department of Health and Family Services, Division of Disability and Elder Services for Operation of a Regional Aging and Disability Resource Center Serving Crawford, Juneau, Richland, and Sauk Counties and in Collaboration With a Regional Aging and Disability Resource Center Serving Grant, Green, Iowa and LaFayette Counties. |
| 111 & 112 | <u>EXECUTIVE & LEGISLATIVE COMMITTEE:</u>
Resolution No. 141-07 Developing A Revolving Loan Fund Committee. |
| 113 & 114 | Resolution No. 142-07 Recommending That Sauk County Expand the Scope of the Continuum of Care Planning Committee to Include Initial Policy Oversight of a Coordinated County Transportation Initiative. |

* Amended

FINANCE COMMITTEE:

115 Ordinance No. 143-07 Correcting Ordinance No. 137-07 Establishing Taxes To Be Levied In Sauk County For The Year 2008.

116 - 127 Resolution No. 144-07 Authorizing the Borrowing of \$5,000,000; Providing For The Issuance and Sale of General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith.

LAW ENFORCEMENT & JUDICIARY COMMITTEE:

128 - 137 Resolution No. 145-07 Authorizing Agreement Between The County Of Sauk And The Sauk County Humane Society.

MANAGEMENT INFORMATION SYSTEMS (MIS) COMMITTEE:

138 Resolution No. 146-07 Authorizing the Purchase of eMail Archive Software.

MANAGEMENT INFORMATION SYSTEMS (MIS) COMMITTEE, and HEALTH CARE CENTER BOARD OF TRUSTEES:

139 & 140 Resolution No. 147-07 Authorizing the Sauk County Health Care Center To Purchase the ECS Software System From American Data.

PROPERTY & INSURANCE COMMITTEE:

141 - 143 Resolution No. 148-07 Accepting Bids On Tax-Delinquent Real Estate Acquired By Sauk County.

PUBLIC HEALTH BOARD:

144 Resolution No. 149-07 Authorizing the Purchase Of A Vehicle For The Environmental Health Specialist.

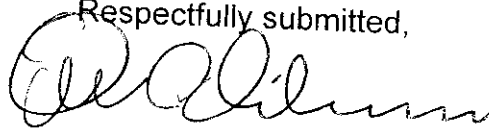
TRANSPORTATION & PARKS COMMITTEE:

145 & 146 Resolution No. 150-07 Request To Accept Proposal For Three (3) 41,000 GVW Patrol Trucks From Capital City International, Madison, Wisconsin.

- Adjournment to a date certain.

*Amended

Respectfully submitted,



for 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.

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, December 12, 2007

Agenda preparation: Marty Krueger, County Board Chair, with the assistance of Kathryn Schauf, Administrative Coordinator and Beverly J. Mielke, County Clerk

Amended Thursday, December 13, 2007
s:/everyone/admin/2007/ag121807.lwp

ORDINANCE NO. 108-2007

PETITION 10-2007. APPROVING WITH CHANGES THE REZONING OF LANDS IN THE TOWN OF SPRING GREEN FROM AN AGRICULTURAL TO A SINGLE-FAMILY RESIDENTIAL AND RESOURCE CONSERVANCY-5 ZONING DISTRICT FILED UPON THE TOWN OF SPRING GREEN, BENNY STENNER, TOWN CHAIRPERSON.

WHEREAS, a public hearing was held by the Planning, Zoning & Land Records Committee on August 28, 2007, upon petition 10-2007 as filed by the Town of Spring Green for a change in the zoning of certain lands from an Agricultural to a Single-Family Residential and Resource Conservancy-5 Zoning District; and

WHEREAS, the Planning, Zoning and Land Records Committee reviewed and discussed the request filed by the Town of Spring Green, as described in petition 10-2007; and

WHEREAS, the Town of Spring Green Town Board approved the rezone to a Single-Family Residential and Resource Conservancy-5 Zoning District on August 2, 2007; and

WHEREAS, your Committee, based upon the facts of the request, does recommend that the petition be APPROVED WITH CHANGES; and

WHEREAS, the approval with changes recommended by your Committee excludes the rezoning of parcel 032-1501-0000 located in Allen's Addition to Lone Rock as this parcel is currently zoned commercial and includes a commercial land use; and

WHEREAS, Appendix A provides a listing and map of all affected lands by the rezone as approved by your Committee.

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 10-2007 and Appendix A, 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 December 18, 2007.

Respectfully submitted,
PLANNING, ZONING & LAND RECORDS

Lester Weise
Lester Weise, Chair

Joel Gaalswyk, Vice Chair

Judy Ashford

Gerald Lehman

Halsey Sprecher
Halsey Sprecher

COPY

Fiscal Note:
No fiscal impact
KPB

COUNTY BOARD REPORT

BY: PLANNING & ZONING

RE: PETITION # 10-2007 - PROPOSAL TO REZONE LANDS IN THE TOWN OF SPRING GREEN FROM AGRICULTURAL TO SINGLE-FAMILY RESIDENTIAL AND AGRICULTURAL TO RESOURCE CONSERVANCY - 5

HISTORICAL ANALYSIS

Description

The Town of Spring Green requested to have the County change the zoning of property from Agricultural to a Single-Family Residential Zoning District and Resource Conservancy - 5 Zoning District. The lands are located in the southwestern part of the Town near Lone Rock in the sections of 7, 8, and 10, T8N, R3E. The land affected by the proposed rezone include:

- ◆ 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 & 1st Addition to Monument Plantation
Laudon Flowage
Kitchen's Addition to Lone Rock (Block 9 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

Background

May 15, 1979 - The Sauk County Board of Supervisors approved an amendment to the Sauk County Zoning Ordinance requiring that any new subdivision be rezoned out of agricultural to single-family residential.

April, 2007 - The Planning and Zoning Department sent a memo to certain residents of the Town of Spring Green discussing the upcoming rezone and its affect on livestock, livestock buildings and residential buildings.

June 26, 2007 - The Town of Spring Green held an informational meeting for affected landowners. Prior to this meeting a notice was sent to the residents by the Town making the residents aware of the meeting. The meeting was also noticed in the *Spring Green Home News* and the River Valley area local newspaper.

July 13, 2007 - A complete Development Application was submitted by the Town to Sauk County requesting a rezone from Agricultural to Single-Family Residential and Resource Conservancy - 5. Petition number 10-2007.

August 2, 2007 - The Town Board of Spring Green approved the application to rezone.

August 6, 2007 - Sauk County Planning & Zoning sent a notice of rezone to affected units of government, neighboring property owners to lands proposed for rezoning as well as all affected property owners.

August 28, 2007 - Planning, Zoning and Land Records Committee held a public hearing on the Town of Spring Green rezoning application. Petition #10-2007 was approved.

September 17, 2007 - Petition filed with the County Clerk's office protesting against the proposed rezoning application. Filed according to § 59.69(5)(e)5g. This petition, if valid, requires a ¾ vote by the County Board to approve the rezone.

September 18, 2007 - County Board hears comments from the public, town and staff regarding the rezoning application. County Board postpones the decision until December 18, 2007.

October 8 & 22, 2007 - Town of Spring Green officials meet with Planning & Zoning Staff to discuss the next steps and how to explain the rezone and its purpose and results to the residents of the town.

October 19 & 21, 2007 - Planning & Zoning receive opinions from Corporation Counsel regarding the validity of the petition and what will happen with the current uses if the rezone is approved (nonconforming uses / illegal uses). See the following section for details of the Corporation Counsel's opinion.

November 6, 2007 - Town of Spring Green held an informational meeting for the residents to discuss the rezone and its implications. It is an interactive meeting where the public asked questions and received answers on the spot from the Town, the Town's attorney or the Planning & Zoning Director.

Outcome

Corporation Counsel's opinion of the Protest of the Rezoning:

Corporation Counsel reviewed the protest to see if it met the requirements as set forth in Wis. Stats. § 59.69(5)(e)5g. The statute requires a "protest....duly signed and acknowledged by the owners". The problem with the protest is that, while it contains signatures, the signatories do not seem to have acknowledged the initial "protest" as submitted. While the signatures do not need to be notarized, there is still a requirement that the protest be acknowledged. The opinion is that the protest was not properly acknowledged as required by State statute.

Corporation Counsel's opinion regarding Current Uses if the area is rezoned (nonconforming & illegal use):

If the current use is illegal, then it will still be illegal when the area is rezoned.

There are currently nonconforming structures and uses in the proposed rezone area, and the rezone may create nonconforming structures and uses. The rebuilding of a nonconforming structure after a disaster is covered by Wis. Stat. § 59.69 (10m), which states that **a nonconforming structure may be rebuilt to the size, shape and location as it existed prior to the disaster**. Nonconforming uses must be kept in the same or similar use. If the nonconforming use is changed, expanded, or vacated for 12 months, then the vested nonconforming use terminates and the property must conform to the current zoning, though a use may be changed as long as the use is defined earlier in the numerical order of the zoning district from which it is located. The change in use would require Board of Adjustment approval.

Animals can be kept on the property and can be sold, bred, bought, etc., as long as the use is not changed (i.e. horse raising to pig farming). **The nonconforming use is attached to the property and can be sold, so it continues with successive owners**. If the nonconforming use is changed, expanded, or vacated for 12 months, then the vested nonconforming use terminates and the property must conform to the current zoning.

ISSUE / POLICY STATEMENT

The Town of Spring Green has requested that the County Board consider the rezone of lands, as provided on the attached map, to:

- ◆ Resolve any future confusion or interpretation of the zoning ordinance in these areas;
- ◆ Prevent future conflicts in an area that will see continued growth;
- ◆ Protect the interests of 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 nonconforming or illegal and provide an orderly path to compliance, this preventing any burdensome legal action;
- ◆ Comply with goals and objectives defined in the Town's Comprehensive Plan.

Stakeholder Analysis

The following stakeholders have been identified as having a compelling interest in the rezoning of lands in the Town of Spring Green.

County Board of Supervisors. The role of the County Board is to approve or deny changes to zoning districts and their boundaries. The County Board has the final say in this matter.

Town of Spring Green. The Town of Spring Green has sponsored this petition for the purpose of establishing zoning that is consistent with existing and future land uses and to ensure consistent application of zoning regulations.

Residents of the Town of Spring Green. They are the ones directly affected by the petition to rezone. They are either located in the rezoning area, adjacent to it, or elsewhere in the Town. Those in the rezone area are directly impacted because with the change of zoning district comes a change in uses. Existing uses and or structures may become nonconforming.

Planning & Zoning Department. The Planning and Zoning Department is charged with enforcing ordinances. When reviewing a rezone proposal and change in land use, the staff looks at several criteria, including how the proposed rezoning fits into the surrounding area, whether there are any constraints to development in the proposed area, and the impact that the rezone will have on affected landowners.

Goals and Objectives

The proposed rezone from Agricultural to Single-Family Residential and Resource Conservancy - 5 is primarily intended to establish zoning that is consistent with existing and future land uses and to ensure consistent application of zoning regulations. The rezoning of existing platted subdivisions was recommended by Sauk County to bring existing platted areas into compliance with a county zoning ordinance amendment prohibiting future subdivision plats from being approved unless the area has been rezoned to a residential zoning district.

The Town of Spring Green sponsored public informational meetings to inform affected landowners of the proposed rezone and its potential impacts. The Town of Spring Green Plan Commission and Town Board approved the rezone and recommend that Sauk County also consider approval.

Most of the areas in the proposed rezone are located within platted subdivisions which give the perception of being a single-family residential area. They are mostly small lots which may not be used for productive agricultural practices.

POLICY RECOMMENDATIONS

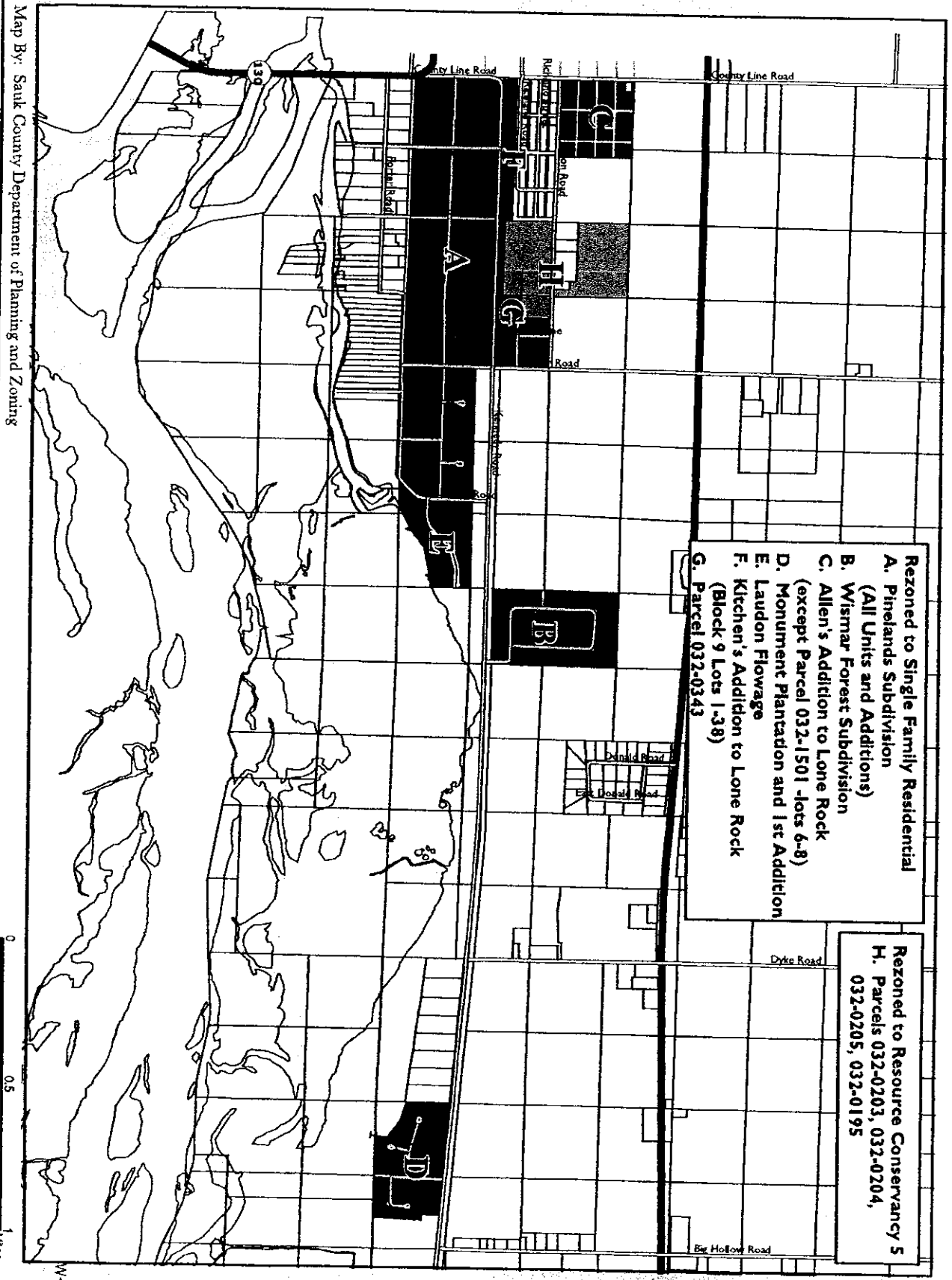
The Planning, Zoning and Land Records Committee originally approved the rezone by a 4 to 1 vote in August 2008. After additional information was presented to the PZLR Committee in November, the Committee is unanimously in favor of the rezone.

The issue of the animals, nonconforming structures and illegal uses have all been addressed. The Town, the residents, and County staff are all on the same page now, and the staff feels comfortable with recommending that the County Board approve petition #10-2007 for the rezoning of lands in the Town of Spring Green.



**Town of Spring Green Lands Rezoned from
Agricultural to Single Family Residential and Resource Conservancy 5**

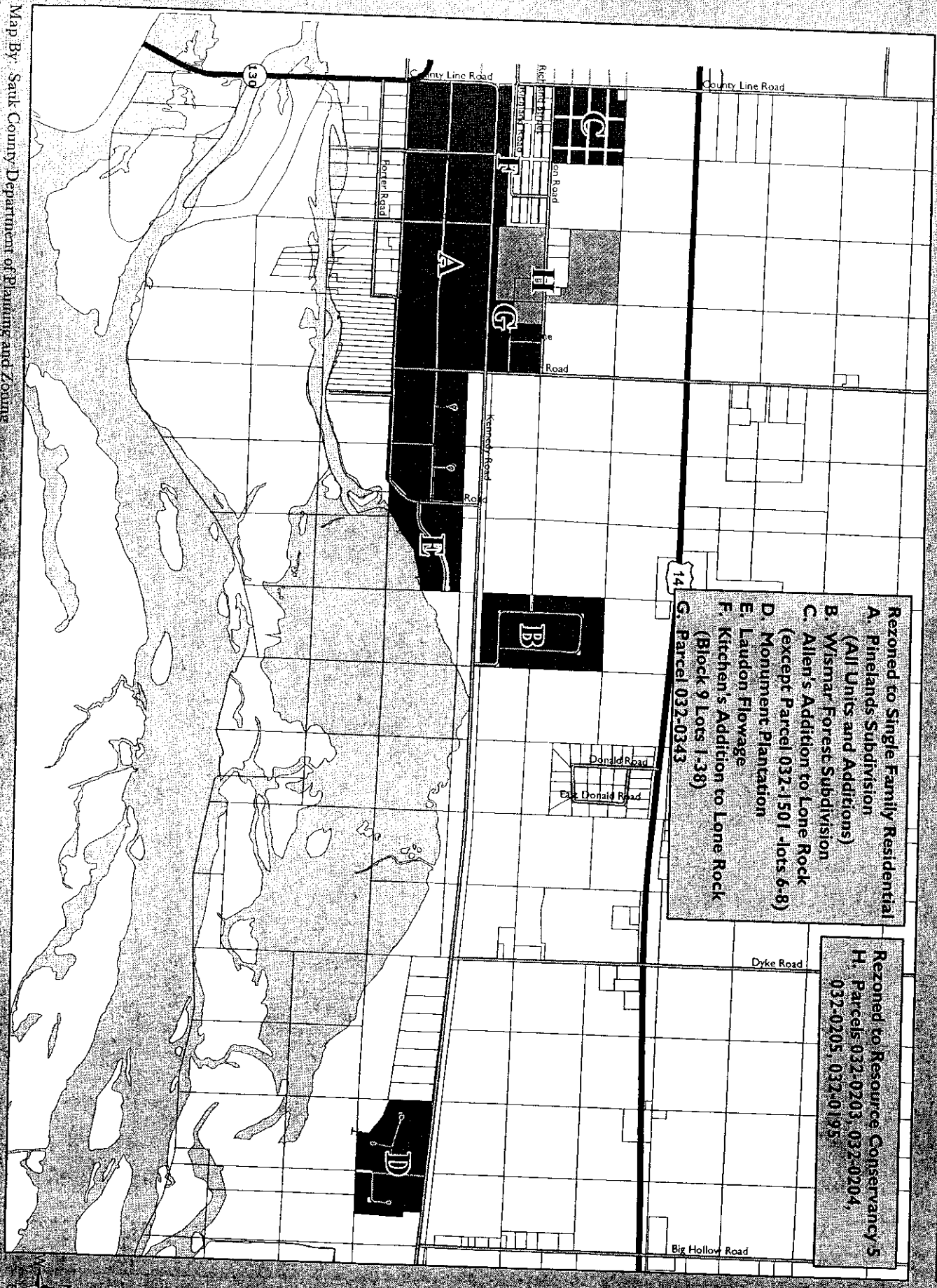
Appendix A





Town of Spring Green Lands Rezoned from Agricultural to Single Family Residential and Resource Conservancy 5

Appendix A



Map By: South County Department of Planning and Zoning

Rezoned to Single Family Residential
 A. Pinelands Subdivision
 (All Units and Additions)
 B. Wismar Forest Subdivision
 C. Allen's Addition to Lone Rock
 (except Parcel 032-1501 -lots 6-8)
 D. Monument Plantation
 E. Laudon Flowage
 F. Kitchen's Addition to Lone Rock
 (Block 9 Lots 1-38)
 G. Parcel 032-0343

Rezoned to Resource Conservancy 5
 H. Parcels 032-0203, 032-0204,
 032-0205, 032-0195

OFFICE OF
SAUK COUNTY PLANNING AND ZONING

SAUK COUNTY WEST SQUARE BUILDING
505 BROADWAY
BARABOO, WI 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 to appear before the Committee, please contact:

Brian Simmert at 608-355-3285

Date: August 6, 2007

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS

BY: BRIAN SIMMERT
Sauk County Department of Planning, Zoning and Land Records
505 Broadway Street
Sauk County West Square
Baraboo, WI 53913

To be published August 13, 2007 at 9:30 a.m.
For office use only: Pet. No. 10-2007
If you have a disability and need a large print version of this notice, please call (608) 355-3285. A 48 hour notice is given. Please

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James Blau
Town of Spring Green Clerk
PO Box 445
Spring Green, WI 53588

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
James Blau Addressee
- B. Received by (Printed Name) Date of Delivery
James Blau *8-8-07*
- D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Certified Mail Express Mail
 - Registered Return Receipt for Merchandise
 - Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7002 0460 0000 6772 2292

S:\planning/rezone/2007/August/Sp...



Staff Report

Petition 10-2007

Sauk County Planning, Zoning
and Land Records Committee

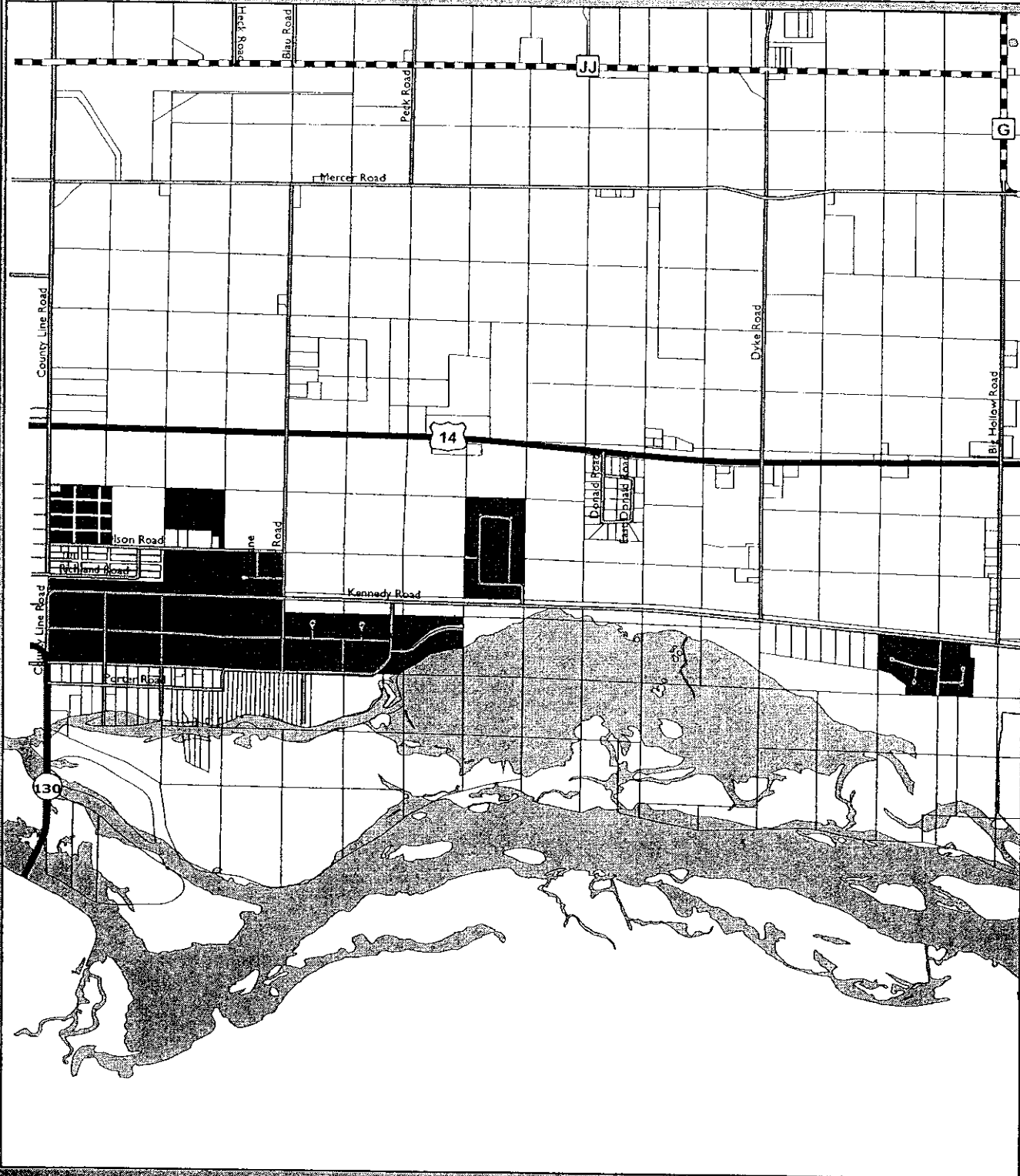
August 28, 2007

Applicant:

Town of Spring Green

Property Location:

Town of Spring Green
Sections 7, 8, 10
T. 8 N. - R. 3 E.



PLANNING, ZONING & LAND RECORDS COMMITTEE STAFF REPORT

Petition # 10-2007 Proposed Single-Family Residential and Resource Conservancy – 5
Rezone by the Town of Spring Green, Benny Stenner, Town Chair.

Public Hearing Scheduled for: 8/28/07

1. Request

A request by the Town of Spring Green to change the zoning of property from an Agricultural to a Single-Family Residential and Resource Conservancy-5 Zoning District. The primary purpose or basis of the rezone request is to establish zoning that is consistent with existing and future land uses and to ensure consistent application of zoning regulations. The land to be affected by the proposed rezone includes:

Please also see the cover of this staff report for the location of affected lands.

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 9 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

2. History/Information

• Information

The Town of Spring Green has requested that the Sauk County Planning, Zoning and Land Records Committee consider the rezone under this petition for the following primary reasons (as submitted with the application, see also Appendix A):

- Resolve any future confusion or interpretation of the zoning ordinance in these areas;
- Prevent future conflicts in an area that will see continued growth;
- Protect the interests of 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, this preventing any burdensome legal action;
- Comply with goals and objectives defined in the Town's Comprehensive Plan.

- **History**

Town of Spring Green Subdivision and Zoning History

Wisconsin Territory Formed (April 20, 1836)
Sauk County Formed (October 25, 1836)
State of Wisconsin Formed (May 29, 1849)

Subdivisions Recorded (1856 – 1972)
(see box to the right)

County Zoning Ordinance Adopted (1963)

Town of Spring Green adopts County Zoning and applies the Agricultural Zoning District town-wide, including pre-existing subdivisions (1964)

County Subdivision Ordinance Adopted (1979)

County Zoning Ordinance amended at the request of towns to disallow new subdivisions under Agricultural Zoning, County encourages towns to rezone existing subdivisions to Single-Family (1979)

Town of Spring Green Adopts RC-35 Zoning (1995)

Town of Spring Green initiates rezone of existing subdivisions to Single-Family (2007)

Detailed history pertaining to the rezone request

May 15, 1979. The Sauk County Board of Supervisors approved an amendment to the Sauk County Zoning Ordinance and specifically to the Agricultural Zoning District. The purpose of the amendment was two-fold. First, it changed the language of the purpose statement to strengthen the County's ability to assist towns in the enforcement of town policies. Second, it prohibited non-farm residential dwellings in subdivisions requiring that all new subdivision be zoned Single-Family Residential. In addition to this two-fold purpose, the amendment also set forth the requirement that farm buildings and farm animals would no longer be permitted in existing subdivisions zoned Agricultural.

April 4, 1979. A letter was sent to Sauk County Towns informing them of a hearing to be held by the Sauk County Planning & Zoning Committee regarding the zoning ordinance amendment noted above under the May 15th entry. The letter explained that the ordinance amendment was initiated at the request of a number of towns. The letter also suggested that any town that had existing subdivisions zoned Agricultural to rezone them to Single-Family Residential.

February 2005. The Town of Spring Green adopted the *Town of Spring Green Comprehensive Plan*. While this plan does not specifically recommend a rezone of the "pinelands" to Single-Family Residential, it does encourage the development (and application) of an effective zoning district appropriate to the town's already platted areas.

June 26, 2007. The Town of Spring Green held an informational meeting for affected landowners to explain the impetus for the proposed rezone, potential impacts to property owners and to gather general input from residents. Prior to this informational meeting, a notice was sent by the Town of Spring Green making residents aware of the meeting, along with a memorandum from Sauk County Planning & Zoning

Subdivision Recording Dates:

Allen's Addition to Lone Rock (1856)
Kitchens Addition to Lone Rock (1891)

Pinelands

Pinelands Subdivision Units 1 and 2 (1965)
Pinelands Lake Addition (1966)
Pinelands North Lake Addition and Unit 3 (1967)

Monument Plantation

Monument Plantation – original plat (1968)
Monument Plantation – 1st Addition (1972)

Wismar Forest (1968)

Laudon Flowage (1972)

explaining the rezone and potential impacts of the rezone action (See also Appendix B for a copy of P&Z's letter). This notice was sent to all affected property owners. Approximately 240 notices were sent. In addition to the notices, the *Spring Green Home News*, the River Valley Area local newspaper, published a news release making residents aware of the upcoming meeting. Approximately 60 residents were in attendance.

July 10, 2007. The Town of Spring Green Town Board directed Benny Stenner, Town of Spring Green Chair to file a Development Application to rezone with Sauk County Planning & Zoning.

July 13, 2007. A complete Development Application to rezone was submitted by the Town to the Planning & Zoning Department requesting a rezone from an Agricultural to a Single-Family Residential and Resource Conservancy-5 Zoning District.

August 2, 2007. The Town of Spring Green Town Board approved the rezone to Single-Family Residential and Resource Conservancy-5. See Appendix C for a copy of the town's resolution.

August 6, 2007. Sauk County Planning & Zoning sent a notice of rezone to affected units of government, neighboring property owners to lands proposed for rezoning as well as all affected property owners. As of the date of this staff report no written correspondence has been received. Staff had however received phone calls from a number of affected residents with general questions, however opinions either in favor or opposed to the proposed rezone were not expressed.

3. Issues

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 as is the case with this rezone proposal, the impact that the rezone will have on affected landowners.

- **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, so that future land use conflicts do not occur and so that there is not an inappropriate mix of uses.

Adjacent Land Uses and Zoning

Direction	General Land Use	Zoning
Site (existing plats and parcels)	Single-Family Residential, Agricultural Fallow Lands	Agricultural
North	Agricultural	Resource Conservancy-35
South	Subdivision Plats	Single-Family Residential
East	Agricultural	Resource Conservancy 35
West	Agricultural/Village of Lone Rock	Richland County or Village of Lone Rock Zoning

- **Physical constraints to development**

While this is a previously platted area, issues such as floodplain, wetlands, and soil suitability will be evaluated on a case-by-case basis prior to the issuance of a land use/building permit.

4. Impact of the rezone on property owners

- **Impact of rezone to Single-Family Residential**

For property owners affected by the proposed rezone to Single-Family Residential relative to the keeping of livestock, for those property owners that will exceed residential accessory building coverage and those landowners that operate a Cottage Industry, the Sauk County Department of Planning and Zoning intends to take the following approach:

1. **Keeping of Livestock:** The keeping of livestock, including horses, under the Single-Family Residential Zoning District will be allowed to continue with the condition that the number of livestock not increase nor can any new animal be introduced to the property. The keeping of livestock will discontinue upon sale or death of the animal or sale of the property.
2. **Lot Coverage:** If the number and size of residential accessory buildings exceeds the accessory building provisions of the Single-Family Residential Zoning District, they will be permitted to continue. In the event that the accessory building is destroyed or removed, any new replacement structure must meet the standards set forth in the Single Family Residential Zoning District. The use of all accessory buildings must also comply with current zoning.
3. **Cottage Industries:** Cottage industries will be allowed to continue under the Single-Family Residential Zoning District upon the issuance of a Land Use Permit by the Sauk County Planning & Zoning Department.

What is the difference between Agricultural and Single-Family Residential Zoning?

To better understand the difference between the two zoning districts, it is important to note that both districts permit single-family residential home development along with related residential accessory buildings. The primary differences between the two districts that may impact a number of landowners relate to the **keeping of livestock** and **lot coverage** and **cottage industries**.

Keeping of Livestock:

- *Section 7.05 Agricultural District (2)(a) states: Any use permitted in the Single Family Residential District, farm dwellings and non farm dwellings not located in a subdivision, as defined by Sauk County ordinance.*

What this means is that the same permitted land uses under the Single Family Residential District are also permitted under the Agricultural District with the exception that farm buildings (and related livestock) is not a permitted use in platted subdivisions that are currently zoned Agricultural.

- *Section 7.05 Agricultural District (2)(b) states: ...no building for the housing of livestock or poultry be located no closer than 300 feet from any boundary from a residential or commercial lot other than that of the owner or lessee of such building containing livestock or poultry.*

What this Section states is that livestock cannot be housed closer than 300 feet to property line if the neighboring property either has a residence located on it or the property is a platted lot for purposes of residential development.

The aforementioned referenced sections of the Sauk County Zoning Ordinance clearly state that the keeping of livestock is not permitted within any platted subdivision nor can livestock be housed on a property if such livestock is located closer than 300 feet to any residential or commercial lot whether or not there is a house or commercial structure on the lot.

Lot Coverage:

- *Section 7.03 Single-Family Residential District (3)(h) a and b. state: a. The main detached accessory structure floor area shall be based upon lot size.*

<u>Lot Size</u>	<u>Maximum Floor Area</u>
0-19,999 sq. ft.	600 sq. ft.
20,000-43559 sq. ft.	900 sq. ft.
43,560 + sq. ft.	1,200 sq. ft.

Conversion: 43560 sq. ft = 1 acre

Example 19,999 sq. ft. / 43560 sq. ft. = .45 acres or roughly a ½ acre lot.

- b. *The secondary detached accessory structure shall have a maximum of 120 square feet of floor area.*

The Agricultural Zoning District does not limit the size or total lot coverage for residential accessory buildings (i.e., detached garages, pole buildings, sheds).

Cottage Industries:

- *Section 7.02(26) Definitions Cottage Industry states: Any activity undertaken for gain or profit and carried on in a dwelling, or building accessory to a dwelling, by members of the family residing in the dwelling and one (1) additional unrelated person. The cottage industry should be incidental to the residential use of the premises. The production, sale, offering of services, and keeping of stock-in-trade is allowed provided that no article is sold to walk in, retail customers, except that which is produced by the cottage industry on the premises. No activity is allowed that might result in excessive noise, smoke, dust, odors, heat, or glare beyond that which is common to a residential and/or agricultural area. No activity is allowed which involves the use or manufacture of products or operations that are dangerous in terms of risk of fire, explosion, or hazardous emissions.*

The Agricultural Zoning District permits Cottage Industries while the Single-Family Residential District does not permit Cottage Industries. All legally established Cottage Industries must be permitted by Sauk County via the application and issuance of a Land Use Permit.

- **Impact of rezone to Resource Conservancy-5**

For property affected by the rezone to Resource Conservancy -5, the primary difference between the Resource Conservancy-5 and Agricultural Zoning District is that of density. While the Agricultural Zoning District's primary density of roughly 1 house per ½ acre of ownership, the Resource Conservancy-5 District requires a density of 1 house per 5 acres of ownership.

5. Recommendation

In summary, the proposed rezone to Single-Family Residential and Resource Conservancy-5 is primarily intended to establish zoning that is consistent with existing and future land uses and to ensure consistent application of zoning regulations. The rezone of existing platted subdivisions was recommended by Sauk County to bring existing platted areas into conformance with a county zoning ordinance amendment prohibiting future subdivision plats from being approved unless the area has been rezoned to a residential zoning district. The Town of Spring Green sponsored a public information meeting to inform affected

landowners of the proposed rezone and its potential impacts. The Town of Spring Green Plan Commission and Town Board approved the rezone and recommended Sauk County also consider approval of the same. Given this analysis, staff does make a recommendation on this petition that the PZLR Committee should approve **Petition #10-2007**, a rezone to Single-Family Residential and Resource Conservancy-5.

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.

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.

add 032-0343-00000
^

Appendix 3:

2. *Related background 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.

Planning & Zoning Department

West Square Building
Telephone (608) 355-3285/Fax (608) 355-4440 505 Broadway, Baraboo, WI 53913



MEMORANDUM

DATE: June 11, 2007

TO: Town of Spring Green Property Owners located in the:
- 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 (Blk 9 Lots 1-38)
- Parcels 032-0203, 030-0204, 032-0205, 032-0195, 032-0343

FROM: Steve Sorenson, Sauk County Assistant Zoning Administrator *SS*

RE: Rezone to Single Family Residential

Appendix B

Greetings,

As you may be aware, the Town of Spring Green is considering making application to the Sauk County Planning & Zoning Department for a rezone of lands from an Agricultural to a Single-Family Residential Zoning District. The Town has requested that this Department prepare a memorandum to be sent to the affected landowners describing the implications of the proposed rezone and in particular how existing uses currently allowed under the Agricultural Zoning District will be allowed to continue under Single-Family Residential Zoning.

How will a rezone to Single Family Residential affect property owners?

For property owners affected by the proposed rezone to Single-Family Residential relative to the keeping of livestock, for those property owners that will exceed residential accessory building coverage and those landowners that operate a Cottage Industry, the Sauk County Department of Planning and Zoning intends to take the following approach:

- 1. Keeping of Livestock:** The keeping of livestock, including horses, under the Single-Family Residential Zoning District will be allowed to continue with the condition that the number of livestock not increase nor can any new animal be introduced to the property. The keeping of livestock will discontinue upon sale or death of the animal or sale of the property.
- 2. Lot Coverage:** If the number and size of residential accessory buildings exceeds the accessory building provisions of the Single-Family Residential Zoning District, they will be permitted to continue. In the event that the accessory building is destroyed or removed, any new replacement structure must meet the standards set forth in the Single Family Residential Zoning District. The use of all accessory buildings must also comply with current zoning.
- 3. Cottage Industries:** Cottage industries will be allowed to continue under the Single-Family Residential Zoning District upon the issuance of a Land Use Permit by the Sauk County Planning & Zoning Department.

*Steve Sorenson, Assistant Zoning Administrator Gina Tomlin, PE&Z Support Specialist Mary White, Admin Support Specialist
Brian Cunningham, Zoning & Environmental Specialist Matt Bremer, Zoning & Environmental Specialist Dave Lorenz, Zoning & Environmental Specialist
Brian Simmert, Planner Aaron Hartman, GIS Specialist David Tremble, Land Preservation Specialist/Planner*

What is the difference between Agricultural and Single-Family Residential Zoning?

To better understand the difference between the two zoning districts, it is important to note that both districts permit single-family residential home development along with related residential accessory buildings. The primary differences between the two districts that may impact a number of landowners relate to the keeping of livestock and lot coverage and cottage industries.

Keeping of Livestock:

- *Section 7.05 Agricultural District (2)(a) states: Any use permitted in the Single Family Residential District, farm dwellings and non farm dwellings not located in a subdivision, as defined by Sauk County ordinance.*

What this means is that the same permitted land uses under the Single Family Residential District are also permitted under the Agricultural District with the exception that farm buildings (and related livestock) is not a permitted use in platted subdivisions that are currently zoned Agricultural.

- *Section 7.05 Agricultural District (2)(b) states: ...no building for the housing of livestock or poultry be located no closer than 300 feet from any boundary from a residential or commercial lot other than that of the owner or lessee of such building containing livestock or poultry. What this Section states is that livestock cannot be housed closer than 300 feet to property line if the neighboring property either has a residence located on it or the property is a platted lot for purposes of residential development.*

The aforementioned referenced Sections of the Sauk County Zoning Ordinance clearly state that the keeping of livestock is not permitted within any platted subdivision nor can livestock be housed on a property if such livestock is located closer than 300 feet to any residential or commercial lot whether or not there is a house or commercial structure on the lot.

Lot Coverage:

- *Section 7.03 Single-Family Residential District (3)(h) a and b. state: a. The main detached accessory structure floor area shall be based upon lot size.*

<u>Lot Size</u>	<u>Maximum Floor Area</u>
0-19,999 sq. ft.	600 sq. ft.
20,000-43559 sq. ft.	900 sq. ft.
43,560 + sq. ft.	1,200 sq. ft.

Conversion: 43560 sq. ft = 1 acre

Example 19,999 sq. ft. / 43560 sq. ft. = .45 acres or roughly a ½ acre lot.

- b. The secondary detached accessory structure shall have a maximum of 120 square feet of floor area.*

The Agricultural Zoning District does not limit the size or total lot coverage for residential accessory buildings (i.e., detached garages, pole buildings, sheds).

please turn to next page

Cottage Industries:

- *Section 7.02(26) Definitions Cottage Industry states: Any activity undertaken for gain or profit and carried on in a dwelling, or building accessory to a dwelling, by members of the family residing in the dwelling and one (1) additional unrelated person. The cottage industry should be incidental to the residential use of the premises. The production, sale, offering of services, and keeping of stock-in-trade is allowed provided that no article is sold to walk in, retail customers, except that which is produced by the cottage industry on the premises. No activity is allowed that might result in excessive noise, smoke, dust, odors, heat, or glare beyond that which is common to a residential and/or agricultural area. No activity is allowed which involves the use or manufacture of products or operations that are dangerous in terms of risk of fire, explosion, or hazardous emissions.*

The Agricultural Zoning District permits Cottage Industries while the Single-Family Residential District does not permit Cottage Industries. All legally established Cottage Industries must be permitted by Sauk County via the application and issuance of a Land Use Permit.

Who should be contacted with questions?

If you have any question about the proposed rezone to Single Family Residential or potential impacts on you property, please feel free to contact Steve Sorenson, Sauk County Planning & Zoning at 355-3285 or Benny Stenner, Town of Spring Green Chair at 588-7636 or Fred Iausly, Town of Spring Green Plan Commission Chair at 588-2053.

RESOLUTION NO. 101-2007

APPROVING REZONE OF PLATTED SUBDIVISIONS TO SINGLE-FAMILY RESIDENTIAL DISTRICT AND APPROVING REZONE OF PARCELS TO RESOURCE CONSERVANCY DISTRICT-5 TOWN OF SPRING GREEN

WHEREAS, to meet goals and objectives stated in the Town of Spring Green's Comprehensive Plan, and

WHEREAS, 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 parcel 032-0343-00000, 032-0203-00000, 032-0204-00000, 032-0205-00000, 032-0195-00000 are required to comply to with Single Family Residential District guidelines as stated in Chapter 7.05(2)(a) Sauk County Zoning Ordinance, and

WHEREAS, 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, and

WHEREAS, to resolve any future confusion or reinterpretation of the zoning ordinance in these areas, and

WHEREAS, to prevent future conflicts in an area that will see continued growth, and


WHEREAS, to protect the interests of the property owners and offer confidence that their neighborhood will be regulated under the same guidelines, and

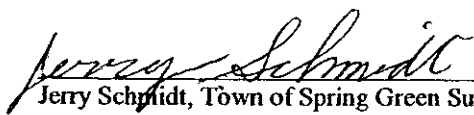
WHEREAS, to provide land owners a process to maintain uses that would be deemed illegal and provide an orderly path to compliance, thus preventing any burdensome potential legal action.

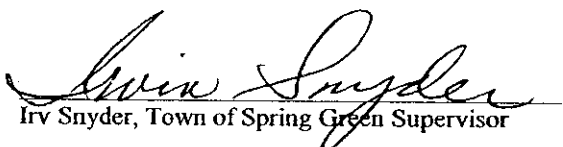
NOW, THEREFORE, BE IT RESOLVED, the Town of Spring Green Board recommends to Sauk County that it approve the rezoning of the Pinelands Subdivision (All Units & Additions), Wismar Forest Subdivision, Allen's Addition to Lone Rock, Monument Plantation, Laudon Flowage and Kitchen's Addition to Lone Rock (Block A Lots 1-38) and parcel 032-0343-00000 to Single-Family Residential District, and

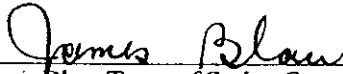
BE IT FURTHER RESOLVED, the Town of Spring Green Board recommends to Sauk County that it approve the rezoning of the parcels 032-0195-00000, 032-0203-00000, 032-0204-00000, 032-0205-00000 to Resource Conservancy District-5.

Dated this 2th day of August, 2007.


Benny Steiner, Town of Spring Green Chair


Jerry Schmidt, Town of Spring Green Supervisor


Irv Snyder, Town of Spring Green Supervisor

Attest:

James Blau, Town of Spring Green Clerk
RECEIVED
AUG 10 2007

OFFICE OF
SAUK COUNTY PLANNING AND ZONING
 SAUK COUNTY WEST SQUARE BUILDING
 505 BROADWAY
 BARABOO, WI 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 to appear before Brian Simmert at

Date: August 6, 2007

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS

BY: BRIAN SIMMERT
 Sauk County Department of Planning, Zoning and Land Records
 505 Broadway Street
 Sauk County West Square
 Baraboo, WI 53913

To be published August 13, 2007 at 9:30 a.m.
 For office use only: Pet. No. 10-2007
 If you have a disability and need a large print version of this notice, please call (608) 355-3285 so that a 48 hour notice is given. Please

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 James Blau
 Town of Spring Green Clerk
 P.O. Box 445
 Spring Green, WI 53588

2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 X *James Blau* Addressee

B. Received by (Printed Name) Yes
James Blau No

C. Date of Delivery Yes
8-8-07 No

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7002 0460 0000 6772 2292

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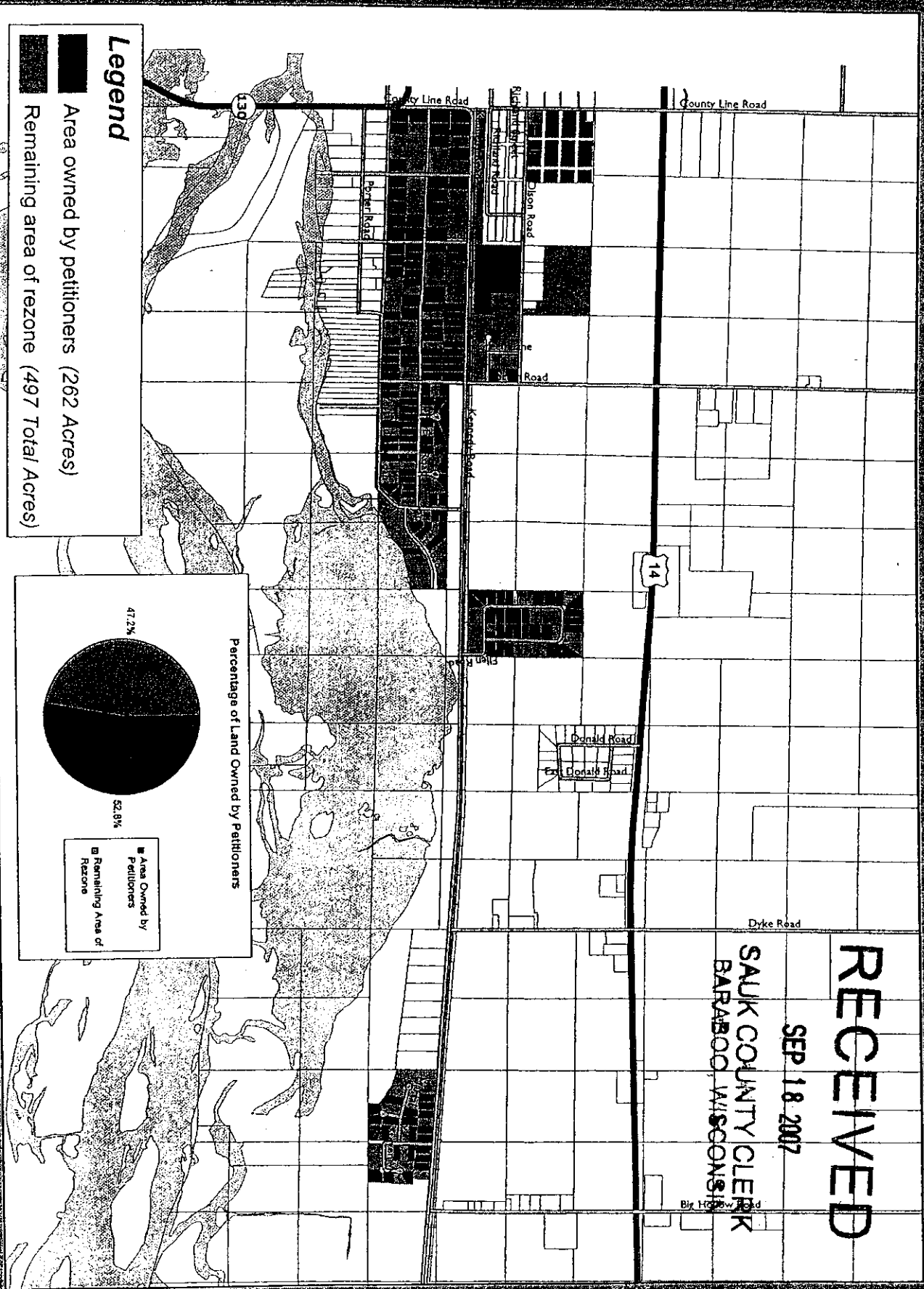
Town of Spring Green Lands Rezoned from Agricultural to Single Family Residential and Resource Conservancy 5

Report from zoning agency - to Co. Bd. V. protect to Ord # 108-07

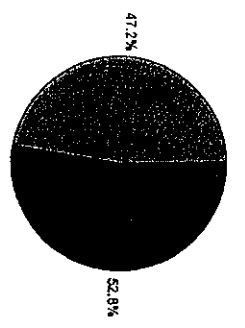
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SEP 18 2007

SAUK COUNTY CLERK
BARABOO, WISCONSIN



Percentages of Land Owned by Petitioners



Legend

- Area owned by petitioners (262 Acres)
- Remaining area of rezone (497 Total Acres)

ORDINANCE NO. 1212-07

REPEALING CHAPTER 9 SAUK CO. CODE AND RECREATING
CHAPTER 9 SAUK CO. CODE PERTAINING TO FLOODPLAIN ZONING
(petition #12-2007)

WHEREAS, the State of Wisconsin Department of Natural Resources has developed a new model ordinance pertaining to floodplain zoning, and your Planning & Zoning Department, in conjunction with the Corporation Counsel, has redrafted ch. 9, Sauk Co. Code to implement the substantive provisions of the model ordinance while ensuring that the redrafted ordinance is legally sufficient and meets the needs of Sauk County's residents and transients; and,

WHEREAS, the State of Wisconsin Department of Natural Resources has directed counties to adopt these changes to floodplain zoning, your undersigned committee does believe that it is in the best interest of Sauk County to repeal and recreate ch. 9, Sauk Co. Code as provided for herein.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that ch. 9, Sauk Co. Code is repealed in its entirety and recreated to read as attached hereto in the Appendix to this ordinance.

For consideration by the Sauk County Board of Supervisors on ~~October 16, 2007~~: December 18, 2007

Respectfully submitted,

PLANNING, ZONING AND LAND RECORDS COMMITTEE

LESTER WIESE, Chair

JUDY ASHFORD

HALSEY SPRECHER

JOEL GAALSWYK, Vice-Chair

GERALD LEHMAN

COPY

FISCAL NOTE: User fees assist in defraying the tax levy cost of this program.

MIS NOTE: No MIS impact.

s:\ccounsel\ORDINANCE\drafts¬es/floodplain 9/ch9impord.lwp

OFFICE OF
SAUK COUNTY PLANNING AND ZONING

SAUK COUNTY WEST SQUARE BUILDING

505 BROADWAY

BARABOO, WI 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 September 25, 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 12-2007. Repeal and recreate Chapter 9 "Floodplain Zoning Ordinance" of the Sauk County Code of Ordinances. The newly created Floodplain Zoning Ordinance is based upon a model provided by the WDNR and which recognizes all WDNR and FEMA approved floodplain maps, flood profiles, floodway data tables, regional or base flood elevations and other identified maps as official maps of the Sauk County Floodplain Zoning Ordinance.

A draft of the ordinance can be viewed at the Sauk County Clerk or Planning & Zoning Office in Baraboo. The applicant to this petition is: Sauk County, Wisconsin, c/o Sauk County Planning & Zoning, 505 Broadway, Baraboo, WI 53913.
- B. 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 this request is to meet new standards set forth by WDNR and FEMA regarding the administration and enforcement of Floodplain Zoning Ordinance and automatically recognize as official maps of the Sauk County Floodplain Zoning Ordinance and changes made to the aforementioned maps and flood areas noted under item A and Petition 12-2007 and which have been approved by the WDNR/FEMA.
- 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: September 4, 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, WI 53913

To be published September 10, 2007 and September 17, 2007

For office use only: Pet. No. 12-2007

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.

PLANNING, ZONING & LAND RECORDS COMMITTEE STAFF REPORT

Ordinance Amendment # 12-2007, Proposed Floodplain Zoning Ordinance Repeal & Recreate

Public Hearing Scheduled for: 9/25/07

1. Request

This petition includes a request by the Sauk County Planning & Zoning Department at the direction of the Planning, Zoning and Land Records Committee, the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency (FEMA) to repeal and recreate *Chapter 9 Sauk County Floodplain Zoning Ordinance, SCCO* to conform to the recent administrative code changes in NR116, Wisconsin Supreme Court cases, and minimum standards of the National Flood Insurance Program (NFIP) regulations found in 44cFR, Part 60. The full repeal and recreated ordinance, as proposed, can be noted in Appendix A.

2. History/Justification for Request

The Wisconsin Department of Natural Resources and the Federal Emergency Management Agency have recently revised the Wisconsin model floodplain zoning ordinance. This revision was necessary to conform to recent administrative code changes in NR116, Wisconsin Supreme Court cases and the minimum standards of the National Flood Insurance Program, and they have requested the timely adoption of the model ordinance changes.

Currently, Sauk County is in conflict with requirements set forth by the DNR and FEMA. This repeal and recreate will bring Sauk County into compliance with state and federal requirements and allow Sauk County to continue to participate in the National Flood Insurance Program. Failure to adopt the ordinance could result in the suspension from the National Flood Insurance Program, resulting in the prohibiting officers or agencies from approving any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, and disaster assistance loan or grant, for acquisition or construction purposes within the floodplain areas. Flood insurance would also not be available anywhere within Sauk County.

This repeal and recreate, as proposed, will automatically recognize changes in the Sauk County Floodplain Zoning Ordinance, and bring the County into compliance with State and Federal regulations. It will also allow Sauk County to receive improved floodplain mapping through the FEMA map modernization process.

3. Recommendation

In recognition of the requirement to be compliant with State and Federal law, the repeal and recreation of *Chapter 9, Sauk County Floodplain Zoning Ordinance*, as directed the State of Wisconsin and the Federal Emergency Management Agency, and to further protect residents of Sauk County, the Sauk County Planning, Zoning and Land Records Committee recommends approval of Petition 12-2007.

CHAPTER 9

SAUK COUNTY FLOODPLAIN ZONING ORDINANCE

9.01	Statutory Authorization, Finding of Fact Statement of Purpose, Title and General Provisions	9.05	Floodfringe District (FF)
9.02	Definitions	9.06	General Floodplain District (GFP)
9.03	General Provisions	9.07	Nonconforming Uses
9.04	Floodway District (FW)	9.08	Administration
		9.09	Amendments
		9.10	Enforcement and Penalties

9.01 Statutory Authorization, Finding of Fact, Statement of Purpose, Title and General Provisions. (1) Statutory authorization. This zoning ordinance is adopted pursuant to the authorization in Wisconsin State Statutes 59.97, 59.971, 59.99 and Wis. Stat. § 59.69, 59.692 and 59.694 and the requirements in Wis. Stat. § 87.30.

(2) Finding of fact. Uncontrolled development and use of the floodplains, rivers or streams of the County of Sauk, Wisconsin would adversely affect and rivers in Sauk County would impair the public health, safety, convenience, general welfare, and impair the tax base.

(3) Statement of purpose. This ordinance is intended to regulate floodplain development to regulate development in flood hazard areas to protect life, health and property the governing body does ordain:

The purpose of these rules is to provide a uniform basis for the preparation, implementation and administration of sound floodplain regulations for all floodplains within Sauk County.

- (a) Protect life, health and property.
- (b) Minimize expenditures of public monies for costly funds for flood control projects.
- (c) Minimize rescue and relief efforts, generally undertaken at the expense of the taxpayers' tax paying public.
- (d) Minimize business interruptions which usually result in the loss of local incomes.
- (e) Minimize damage to public facilities on the floodplains such as water mains, sewer lines, streets and bridges and other economic disruptions.
- (f) Minimize the occurrence of future flood blight areas in the on floodplains.

(g) Discourage the victimization of unwary land and home buyers.

(h) Prevent increases in regional flood heights that could increase flood damage and may result in conflicts or litigation between property owners, and

(i) Discourage development in a floodplain if there is any practicable alternative to located the activity, use or structure outside of the floodplain.

(4) Title. This ordinance shall be known as the Sauk County Floodplain Zoning Ordinance for Sauk County, Wisconsin.

9.02 Definitions. Unless specifically defined below, words and phrases used in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage, the same meaning as they have at common law and to give this ordinance its most reasonable application. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

(1) **A-ZONES.** Those areas shown on the "Official Floodplain Zoning Map" (see OFFICIAL FLOODPLAIN ZONING MAP) which would be inundated by the "regional flood" as defined below. These areas may be numbered or unnumbered A-Zones. The A-Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

(2) **ACCESSORY STRUCTURE OR USE.** A detached subordinate structure or a use which is clearly incidental to and customarily found

in connection with the principal structure or use to which it is related, and which is located on the same lot as that of the principal structure or use. A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building.

(3) AGENCY. The Sauk County Planning, Zoning and Land Records Committee.

(4) BASE FLOOD. Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

(2A) BASEMENT. Any enclosed area of a building having its floor sub-grade, i.e. below ground level on all sides.

(3) BUILDING. See STRUCTURE.

(4) BULKHEAD LINE. A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department of Natural Resources pursuant to Wis. Stat. § 30.11 Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.

(8) CAMPGROUND. A parcel or tract of land maintained, intended or used for the purpose of supplying temporary or overnight living accommodations by providing designated areas for the placement of trailers, tents, buses, automobiles or sleeping bags and may include buildings to provide services to the patrons such as restrooms, bathing, laundry and commissary facilities.

(9) CAMPING UNIT. For the purposes of this chapter a camping unit is a sleeping unit such as a tent or recreational vehicle or part thereof, which is used to house persons on a temporary basis and shall not be considered a structure.

(5) CERTIFICATE OF COMPLIANCE. A certification issued by the Zoning Administrator stating that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.

(6) CHANNEL. A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

(6A) CRAWLWAY OR CRAWL SPACE. An enclosed area below the first usable floor of a building, generally less than five (5) feet in height, used for limited access to plumbing and electrical utilities.

(13) DECK. An unenclosed exterior accessory structure that has no roof or sides, but has a permeable floor which allows the infiltration of precipitation.

(7) DEPARTMENT. The Wisconsin Department of Natural Resources.

(8) DEVELOPMENT. Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations or substantial improvements to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; placement of buildings or structures; subdivision layout and site preparation, mining, dredging, filling, grading, paving, excavation or drilling operations; and the storage, deposition or extraction of materials, or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

(9) DRYLAND ACCESS. A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

(10) ENCROACHMENT. Any fill, structure, equipment, building, use or development in the floodway.

(11) EXISTING MANUFACTURED OR MOBILE HOME PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two (2) or more mobile manufactured home lots for rent or sale on which the construction of facilities for servicing the lots (including, at a minimum, the

installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

(12) EXPANSION TO EXISTING MOBILE OR MANUFACTURED HOME PARK. The preparation of additional sites by the construction of facilities for servicing the lots on which the mobile homes are to be affixed placed. This includes installation of utilities, construction of streets and either final site grading, pouring pads, or construction of streets.

(13) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). The federal agency that administers the National Flood Insurance Program. This agency was previously known as the Federal Insurance Administration (FIA), or Department of Housing and Urban Development (HUD).

(21) FLOOD INSURANCE RATE MAP (FIRM). A map of a community on which the Federal Insurance Administration has delineated both special flood hazard areas (the floodplain) and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

(14) FLOOD or FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- (a) The overflow or rise of inland waters.
- (b) The rapid accumulation or runoff of surface waters from any source.
- (c) The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior, or
- (d) The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

(15) FLOOD FREQUENCY. The probability of a flood occurrence which is determined from statistical analyses. A flood frequency is generally determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average, once in a specified number of years or as a percent (%) chance of occurring in any given year.

(16) FLOODFRINGE. That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and generally associated with standing water rather than flowing water.

(17) FLOOD HAZARD BOUNDARY MAP. A map prepared by FEMA designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

(18) FLOOD INSURANCE STUDY. A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and regional flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance study Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

(19) FLOODPLAIN. Land which has been or may be covered by flood water during the regional flood. ~~It~~ The floodplain includes the floodway and the floodfringe, and may include other designated floodplain areas for regulatory purposes.

(20) FLOODPLAIN ISLAND. A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

(21) FLOODPLAIN MANAGEMENT. ~~The full range of public policy and action for insuring wise use of floodplains. It includes everything from the collection and dissemination of~~

flood data to the acquisition of floodplain lands and the enactment and administration of codes, ordinances and statutes for land use in the floodplain. Policy and procedures to insure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

(22) FLOOD PROFILE. A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

(23) FLOODPROOFING. Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

(24) FLOOD PROTECTION ELEVATION. An elevation two (2) feet of freeboard above the water surface profile elevation designated for the regional flood. (Also see: FREEBOARD.)

(25) FLOOD STORAGE. Those floodplain areas where storage of floodwater has been taken into account during analysis in reducing the regional flood discharge.

(26) FLOODWAY. The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

(27) FREEBOARD. A flood protection elevation requirement designed as a safety factor which is usually expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for the effects of any factors that contribute to cause flood heights greater than those calculated, including These factors include, but are not limited to, ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization on the hydrology of the watershed, loss of flood storage areas due to development and aggregation of the river or stream bed.

(28) HABITABLE BUILDINGS. Any building structure, or portion thereof used or designed for human habitation.

(29) HEARING NOTICE. Publication or posting meeting the requirements of Wis. Stats. Ch. Chapter 985 Wisconsin State Statutes. For appeals, a Class I notice is the minimum required for appeals: published once at least one (1) week (seven (7) days) before the hearing is required. For all zoning ordinances and amendments, a Class H 2 notice is the minimum required for all zoning ordinances and amendments including map amendments: published twice, once each week consecutively, the last at least a week (seven (7) days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

(30) HISTORIC STRUCTURE. Any structure that is either:

(a) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.

(b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.

(c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior, or

(d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior, or by the Secretary of the Interior in states without approved programs, in states without approved programs:

(31) HIGH FLOOD DAMAGE POTENTIAL. Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

(32) HUMAN HABITATION. A human residence or dwelling.

(33) INCREASE IN REGIONAL FLOOD HEIGHT. A calculated upward rise in the regional flood elevation, equal to or greater than 0.01 foot,

resulting based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

(34) LAND USE. Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)

(35) MOBILE HOME or MANUFACTURED HOME. A structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. For the purpose of this ordinance, it does not include recreational vehicles or travel trailers which remain licensed and ready for highway use and providing they remain on site less than 180 days. The term "manufactured home" includes a mobile home but does not include a mobile recreational vehicle.

(43) MOBILE RECREATIONAL VEHICLE. A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."

(36) MUNICIPALITY or MUNICIPAL. The County, city or village governmental units enacting, administering and enforcing this zoning ordinance.

(37) NGVD or NATIONAL GEODETIC VERTICAL DATUM. Elevations referenced to mean sea level datum, 1929 adjustment.

(46) NEW CONSTRUCTION. For floodplain management purposes, "new construction" means structures for which the start of construction commenced on or after the effective date of floodplain zoning regulations adopted by

this community and includes any subsequent improvements to such structures. For the purpose of determining flood insurance rates, it includes any structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.

(38) NONCONFORMING STRUCTURE. An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the Floodfringe District is a conforming use. However, if the lowest first floor is lower than the flood protection elevation, the structure is nonconforming.)

(39) NONCONFORMING USE. An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)

(40) OBSTRUCTION TO FLOW. Any development which physically blocks the conveyance of floodwater such that this development by itself or in conjunction with any future similar development will cause an increase in regional flood height.

(41) OFFICIAL FLOODPLAIN ZONING MAP. That map, adopted and made part of this ordinance, as described in Section 9.03(2), which has been approved by the Department of Natural Resources and FEMA.

(42) OPEN SPACE USE. Those uses having a relatively low flood damage potential and not involving structures.

(43) ORDINARY HIGHWATER MARK. The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

(44) PERSON. An individual, or group of individuals, corporation, partnership, association, municipality or state agency. Except where otherwise indicated by the context, the word

"person" shall include the plural, a company, firm, corporation or partnership.

(45) PRIVATE SEWAGE SYSTEM. A sewage treatment and disposal system serving a single structure with a septic tank and soil absorption field located on the same parcel as the structure. This term also means an alternative sewage system approved by the Department of Industry, Labor and Human Relations Commerce including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one (1) structure or a system located on a different parcel than the structure.

(46) PUBLIC UTILITIES. Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.

(56) REASONABLY SAFE FROM FLOODING. Means base flood waters will not inundate the land or damage structures to be removed from the special flood hazard area and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

(47) REGIONAL FLOOD. A flood determined to be representative of large floods known to have occurred in Wisconsin or which may be expected to occur on a particular lake, river or stream once in every 100 years. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

(58) STREET. A public or private thoroughfare which affords a primary means of access to abutting property.

(48) STRUCTURE. Any man-made object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, which includes, including but is not limited to, such objects as roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.

(49) SUBSTANTIAL IMPROVEMENT. Any structural repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the present equalized assessed value of the structure either before the improvement or repair is started, or if the

structure has been damaged, and is being restored, before the damage occurred. The term does not, however, include either:

(a) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions;

(b) Any alteration of a structure or site documented as deserving preservation by the Wisconsin State Historical Society, or listed on the National Register of Historic Places provided the alteration will not preclude the structure's continued designation as a historic structure.

Ordinary maintenance repairs are not considered structural repairs, modifications or additions. Such ordinary maintenance repairs include internal and external painting, decorating, paneling, and the replacement of doors, windows, and other nonstructural components. (For purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.)

(60) SUBDIVISION. The division of a lot, parcel, tract or one-quarter (1/4) of one-quarter (1/4) section by the owner thereof or their agent, for the purpose of transfer of ownership or building development, where the act of division creates four (4) or more lots, or where the act of division creates four (4) or more lots by successive division within a five (5) year period.

(61) SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

(50) UNNECESSARY HARDSHIP. That circumstance where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

(51) VARIANCE. An authorization by the Sauk County Board of Adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with

dimensional standards (not uses) contained in the floodplain zoning ordinance.

(64) **VIOLATION** The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

(52) **WATERSHED** The entire region or area contributing runoff or surface water to a particular watercourse or body of water.

(53) **WATER SURFACE PROFILE** A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

(54) **WELL** Means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, for the purpose of obtaining groundwater regardless of its intended use.

(68) **ZONING ADMINISTRATOR** A public official charged with the administration, enforcement and interpretation of the County Ordinances pertaining to land use and land divisions. The terms Zoning Administrator and Building Inspector shall be interchangeable and have the same meaning.

9.03 General Provisions. (1) Areas to be Regulated. Areas regulated by this ordinance include all lands in unincorporated areas within the limits of the County of Sauk. This ordinance regulates all areas that would be covered by the "regional flood" [defined in Section 9.02(47)] and include "floodplain islands" [defined in Section 9.02(20)] designated on the official map where emergency rescue and relief routes would be inundated by the regional flood. Note: Base flood elevations are derived from the flood profiles in the Flood Insurance Study. Regional flood elevations may be derived from other studies. Areas covered by the base flood are identified as A-Zones on the Flood Insurance Rate Map.

(2) Official maps & revisions. The boundaries of all floodplain districts are designated as floodplains or A Zones on the maps listed below and the revisions in the Sauk County Floodplain Appendix. Any change to the base flood elevations (BFE) in the Flood Insurance Study (FIS) or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA before it is effective. No changes to regional flood elevations (REE's) on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the Office of Planning and Zoning in the Sauk County West Square Building. If more than one map or revision is referenced, the most restrictive information shall apply.

(a) **Official Maps Based on the FIS.** Flood Insurance Rate Map (FIRM) panel number 550391-0025-0675 March 7, 2001. Approved by The DNR and FEMA Federal Insurance Study Maps. The boundary of the floodplain districts including the floodway, floodfringe and other floodplain districts, are those areas designated as floodplains or A-zones in the Appendix attached to the end of this ordinance and on the following maps: Flood Insurance Rate Maps (FIRM) and Flood Boundary and Floodway Maps of the Sauk County Flood Insurance Study prepared by the Federal Emergency Management Agency (FEMA). The official map applicable to Sauk County unincorporated areas references community number 550391 located on panels 0025, 0050, 0075, 0100, 0125, 0150, 0160, 0175, 0195, 0200, 0215, 0225, 0231, 0250, 0275, 0300, 0325, 0350, 0360, 0375, 0380, 0385, 0400, 0405, 0425, 0450, 0475, 0500, 0525, 0550, 0575, 0600, 0625, 0650, and 0675.

These maps, dated March 7, 2001, have been approved by the Department of Natural Resources and the Federal Emergency Management Agency (FEMA), and are on file in the office of the Zoning Administrator. If more than one (1) map is referenced the regional flood profiles govern boundary discrepancies according to Section 9.03(4).

(b) Official map, profiles and data table based on a 100-Year Dam Failure Analysis including: Official Maps Based on other studies. Approved by The DNR and FEMA.

1. 100-Year dam failure floodplain map dated November 25, 2003 and titled, "Sauk County Floodplain Ordinance Amendment -- Honey Creek Structures No.2, No.3, No.4.", prepared by the Sauk County Land Conservation Department.

2. Flood profiles dated November 25, 2003 and titled, "Dam Breach Analysis -- Honey Creek Structures No.2, No.3, No.4.", prepared by the Sauk County Land Conservation Department.

3. Floodway data table dated November 25, 2003 and titled, "Dam Breach Study Areas -- Honey Creek Structures No.2, No.3, No.4.", prepared by the Sauk County Land Conservation Department.

4. Floodplain Map dated August 24, 2005 and titled, "Hydraulic Shadow Dutch Hollow Lake Dam" Earthen Dam Failure boundary (shown in blue) between cross-sections XS #1 and XS #7, prepared by Vierbicher Associates.

5. Flood profiles dated August 24, 2005 and titled "Water Surface Profile - Dutch Hollow Creek" Between cross-section XS #1 and point of intersection with the backwater of Baraboo River at elevation 899, just upstream of cross-section XS #5, prepared by Vierbicher Associates.

6. Floodway data table dated August 24, 2005 and titled "Earthen Dam Break Results with Water Elevation at 960" Between cross-section XS #1 and point of intersection with the backwater of Baraboo River at elevation 899, just upstream of cross-section XS #5, prepared by Vierbicher Associates

~~(e)(7) Floodplain Study Appendix: The Floodplain Study Appendix shall include all Department of Natural Resources DNR and FEMA approved floodplain maps, flood profiles, floodway data tables, regional or base flood elevations and other information is located in the appendix to this ordinance on file in the office of the Zoning Administrator. Sauk County shall submit the most up to date appendix to the DNR and FEMA regional offices. Upon submission all information included in the appendix shall become official documents under this ordinance. The appendix is kept on file in the Department of Planning & Zoning. The community shall provide the most up to date appendix to the DNR and FEMA regional offices.~~

(3) Establishment of districts. The regional floodplain areas are hereby divided into three (3) districts as follows:

(a) The Floodway District (FW) consists of is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood waters.

(b) The Floodfringe District (FF) consists of is that portion of the floodplain between the regional flood limits and the floodway outside of the floodway which is covered by flood waters during the regional flood and generally associated with standing water rather than flowing water.

(c) The General Floodplain District (GFP) consists of all areas which have been or may be hereafter covered by flood water during the regional flood. It includes both the floodway and floodfringe districts. (Zone A on FIRM map) is that area of the floodplain in which detailed engineering studies have not been completed. The boundaries of the floodplain are approximated and based on the best available data. No floodway has been determined.

(4) Locating floodplain boundaries. ~~Where an apparent discrepancy exists between the location of the outermost boundary of the flood fringe district or General Floodplain District shown Discrepancies between boundaries on the official floodplain zoning map and actual field conditions, shall be resolved using the criteria in paragraphs (a) or (b) below. If a significant difference exists the map shall be amended according to Section 9.09. The Zoning Administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The Zoning Administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined and for initiating any map amendments required under this section. Disputes between the Zoning Administrator and an applicant over the district boundary line shall be settled according to Section 9.08(3)(c) and the criteria in (a) and (b) below. the location shall be initially determined by the Zoning Administrator using the criteria in Section 9.03(4)(a) or (b) below.~~

~~Where the Zoning Administrator finds that there is a significant difference between the map and~~

~~the actual field conditions, the map shall be amended using the procedures established in Section 9.09(2). Disputes between the Zoning Administrator and an applicant over the location of the district boundary line shall be settled according to Section 9.08(3)(c).~~

(a) ~~Where flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies. the location of the district boundary line shall be determined by the Zoning Administrator using both the scale appearing on the map and the elevations shown on the water surface profile of the regional flood.~~

~~Where a discrepancy exists between the map, and actual field conditions, the regional flood elevations shall govern. A map amendment is required where there is a significant discrepancy between the map and actual field conditions. The Zoning Administrator shall have the authority to grant or deny a land use permit on the basis of a district boundary derived from the elevations shown on the water surface profile of the regional flood, whether or not a map amendment is required. The Zoning Administrator shall be responsible for initiating any map amendments required under this section within a reasonable period of time.~~

(b) ~~Where flood profiles do not exist, the location of the district boundary line shall be determined by the Zoning Administrator using the the map scale appearing on the map, visual on-site inspection and any available information provided by the Department of Natural Resources. Where there is a significant difference between the map and actual field conditions, the map shall be amended. Where a map amendment has been approved by both the Sauk County Board of Supervisors and the Department of Natural Resources, the Zoning Administrator shall have the authority to grant or deny a land use permit.~~

~~Note: Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must also approve any map amendment pursuant to Section 9.09(1)(f).~~

(5) ~~Removal of lands from floodplain. Compliance with the provisions of this ordinance shall not be grounds for removing lands from the Floodplain District, unless they are removed by~~

~~filling to a height of it is filled at least two (2) feet above the regional or base flood elevation, the fill is contiguous to land lying outside the Floodplain District, and the map is amended pursuant to Section 9.09. To remove flood insurance requirements, FEMA must first revise the Flood Insurance Rate Map or issue a Letter of Map Amendment or Revision.~~

~~Note: This procedure does not remove the requirements for the mandatory purchase of flood insurance. The property owner must contact FEMA to request a Letter of Map Change (LOMC).~~

(6) ~~Compliance. Any development, as defined in Section 9.02(8), or use within the areas regulated by this ordinance shall be in full compliance with the terms of this ordinance, and other applicable local, state, and federal regulations.~~

(7) ~~Municipalities and state agencies regulated. Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if State Statute Wis. Stats. 13.48(13) applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation are is exempt when State Statute 30.12(4)(a); Wis. Stat. 30.2022 applies.~~

(8) ~~Abrogation and greater restrictions.~~

(a) ~~This ordinance supersedes all the provisions of any Sauk County zoning ordinance enacted under Wis. Stat. § 59.69, 59.692 or 59.694 for counties; Wis. Stat. § 62.23 for cities; Wis. Stat. § 61.35 for villages; or Wis. Stat. § Wisconsin State Statutes 59.97, 59.974 87.30, which relate to floodplains, except that where if another municipal zoning ordinance is more restrictive than the provisions contained in this ordinance, that ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.~~

(b) ~~This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. However, where if this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.~~

(9) Interpretation. In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements liberally construed in favor of the governing body, and are not a shall not be deemed a limitation on or repeal of any other powers granted by the Wisconsin State Statutes. Where a provision of this ordinance is required by a standard in Chapter Wis. Adm. Code Ch. NR116 Wisconsin Administrative Code, and where the ordinance provision is unclear, the provision shall be interpreted in light of the Chapter NR116 standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

(10) Warning and disclaimer of or liability. The flood protection standards in degree of flood protection provided by this ordinance are based on engineering experience and scientific research is considered reasonable for regulatory purposes and is based on engineering experience and scientific methods of study. Larger floods may occur or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages, such as ice jams or bridge openings restricted by debris. Therefore, this ordinance does not imply that areas outside of the delineated floodplain, or permitted land uses within the floodplain, will be totally free from flooding and associated flood damages. Nor does this ordinance create liability on the part of, or a cause of action against, the County of Sauk or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

(11) Severability. Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

(12) Annexed areas for cities and villages. The Sauk County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the Zoning Administrator for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of Wis. Adm. Code ch. NR 116 and the National Flood Insurance

Program (NFIP). These annexed lands must also be described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the Zoning Administrator. All plats or maps of annexation shall show the regional flood elevation and the location of the floodway.

(13) General Development Standards. The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads; be constructed with materials resistant to flood damage; be constructed by methods and practices that minimize flood damages; and be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Subdivisions shall be reviewed for compliance with the above standards. All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance.

(12)(14) General standards applicable to all 3 districts (FW, FF, & GFP) floodplain districts.

(a) Hydraulic and hydrologic analyses.

1. No development, except as allowed in par 3 below, no floodplain development shall: provided in Section 9.03(12)(a)2 shall be allowed in floodplain areas which will:

a. Obstruct flow, Cause an obstruction to flow, defined in Section 9.02(40) as any development which physically blocks the conveyance of floodwaters by itself or in conjunction with future similar other development causing an increase in increasing regional flood height; or

b. Cause an increase in regional flood height due to floodplain storage area lost, which

equals or exceeds 0.01 foot. equal to or exceeding 0.01 foot.

2. The Zoning Administrator shall deny permits if it is determined the proposed development will obstruct flow or increase regional flood heights 0.01 foot or more, based on the officially adopted FIRM or other adopted map, unless the provisions of sub. (3) are met.

2.3. Obstructions or increases equal to or greater than 0.01 foot may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, including floodway lines and water surface profiles, in accordance with Section 9.09 and only if the total cumulative effect of the proposed development will not increase the height of the regional flood more than one (1) foot for the affected hydraulic reach of the stream.

Note: This section refers to obstructions or increases in base flood elevations as shown on the officially adopted FIRM or other adopted map. Any such alterations must be reviewed and approved by FEMA and the DNR.

(b) Watercourse alterations. No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until prior to any alteration or relocation of a watercourse, and prior to the issuance of any land use permit which may be required for the alteration or relocation of a watercourse, the Zoning Administrator shall notify has notified, in writing, adjacent municipalities, the appropriate district office of the Department of Natural Resources and the appropriate office of FEMA regional offices and shall require the applicant to secure all necessary state and federal permits. The flood carrying capacity within the altered or relocated portion of any watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation, the Zoning Administrator shall notify FEMA of the changes by submitting appropriate technical or scientific data in accordance with NEIP guidelines that shall be used to revise the FIRM, risk premium rates and floodplain management regulations as required.

(c) Wis. Stat. Chas. 30 and 31, Development. Development which requires a permit from the Department of Natural Resources under

Chapters chs. 30 and 31 Wis. Stats. Stats., such as docks, piers, wharfs, bridges, culverts, dams and navigational aids may be allowed provided if the necessary local permits are obtained and necessary amendments to the official floodway lines, water surface profiles, BFE's established in the FIS or other data from the officially adopted FIRM, or other floodplain zoning maps or floodplain zoning ordinance, are made according to Section 9.09.

(d) Public or private campgrounds. Public or private campgrounds shall not have a high flood damage potential and shall meet the following provisions:

1. The campground is approved by the Department of Health and Family Services.

2. The campground must be an approved use in the underlying general zoning district where proposed.

3. A land use permit for the campground is issued by the Zoning Administrator.

4. The character of the river system and the elevation of the campground is such that a 72-hour warning of an impending flood can be given to all campground occupants.

5. There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation.

6. This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated by the officials identified in sub. 5 to remain in compliance with all applicable regulations, including those of the Department of Health and Family Services and all other applicable regulations.

7. Only camping units are allowed.

8. The camping units may not occupy any site in the campground for more than 180 consecutive days, at which time the camping unit

must be removed from the floodplain for a minimum of 24 hours.

9. All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit for a period not to exceed 180 days and shall ensure compliance with all the provisions of this section.

10. The Zoning Administrator shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section.

11. All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in either section 9.04 or section 9.05 for the floodplain district in which the structure is located.

12. The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued.

13. All service facilities, including but not limited to refuse collection, electrical service, natural gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

9.04 Floodway District (FW). (1) Applicability. The provisions of this section apply to all areas mapped as floodway areas on the official floodplain zoning maps, and to those portions of the General Floodplain District determined to be floodway according to the procedures identified pursuant to Section 9.06(4).

(2) Permitted uses. The following open space uses are allowed in the Floodway District and the floodway portion of the General Floodplain District, if providing they are not prohibited by this ordinance or any other ordinance and they meet the standards in Sections 9.04(3) and all permits or certificates have been issued according to Section 9.08(1):

(i) They are not prohibited by any other ordinance.

(ii) They meet the standards in Section 9.04(3) and 9.04(4).

(iii) All permits or certificates have been issued according to Section 9.08(1).

(a) Agricultural uses such as general farming, pasturing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, seed farming and wild crop harvesting.

(b) Nonstructural industrial and commercial uses such as loading areas, parking areas, and airport landing strips.

(c) Nonstructural private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, and hiking and horseback riding trails, according to Section 9.04(3)(d).

(d) Uses or structures accessory to open space uses or those classified as historic structures, that are not in conflict with the provisions in comply with Sections 9.04(3) and (4).

(e) Extraction of sand, gravel or other materials according to that comply with Section 9.04(3)(d).

(f) Functionally water-dependent uses such as docks, piers or wharfs, including those used as part of a marina, and other water related uses such as dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines, that comply with chs. according to Chapters 30 and 31 Stats.

(g) Public utilities, streets and bridges, according to that comply with Section 9.04(3)(c).

(3) Standards for developments in floodway areas.

(a) General.

1. Any development in floodway areas shall meet all of the provisions of Section 9.03(14) and have a low not have a high flood damage potential.

2. Applicants shall provide the following data for the Zoning Administrator to determine the effects of the proposal according to Section 9.03(12)(14)(a):

a. A cross-section elevation view of the proposal, perpendicular to the watercourse, indicating whether showing if the proposed development will obstruct flow; or

b. An analysis calculating the effects of this proposal on regional flood height.

3. The Zoning Administrator shall deny the permit application if where it is determined the project will increase flood elevations upstream or downstream 0.01 foot or more, based on the data submitted for par. 2 Section 9.04(3)(a)2; above.

(b) Structures. In or over floodway areas only structures which are Structures accessory to permanent open space uses, or those classified as historic structures, or are functionally dependent on a waterfront location may be allowed by permit, providing the structures comply with the meet all of the following criteria:

1. The structures are not is not designed for human habitation and does not have a or associated with high flood damage potential.

2. The structures are constructed and placed on the building site so as to cause an increase less than 0.01 foot in flood height and offer minimum obstruction to the flow of flood waters. Structures shall be constructed with the longitudinal axis parallel to the direction of flow of flood waters and approximately on the same line as those of adjoining structures. It must be anchored to resist flotation, collapse, and lateral movement.

3. The structures are firmly anchored to prevent them from floating away and restricting bridge openings or other restricted sections of the stream or river. Mechanical and utility equipment must be elevated or floodproofed to or above the regional flood elevation;

4. The structures have all service facilities such as electrical and heating equipment at or above the flood protection elevation for the particular area. It must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood; and

(c) Public utilities, streets and bridges may be allowed by permit, if provided that:

1. Adequate floodproofing measures are provided to the flood protection elevation; and

2. Construction meets the development standards of Section 9.03(14)(a) does not cause an increase in the regional flood height according to Section 9.03(12) except where the water surface profiles, floodplain zoning maps and floodplain zoning ordinance are amended, as needed to reflect any changes resulting from such construction.

(d) Fills or deposition of materials may be allowed by permit, if provided that:

1. The requirements of Section 9.03(14)(a) are met.

2. No material is deposited in the navigable channel. The fill or deposition of materials does not encroach on the channel area between the ordinary high water mark on each bank of the stream unless a permit is issued has been granted by the Department of Natural Resources pursuant to Wisconsin State Statutes Chapter Wis Stat. ch. 30, and a permit pursuant to Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1334 has been issued, if applicable, and the other requirements of this section are met.

3. The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading sufficient to prevent erosion.

4. Such fills are not associated with private or public solid waste disposal. The fill is not classified as a solid or hazardous material.

(4) Prohibited uses. All uses not listed as permitted uses in Section 9.04(2) are prohibited within the floodway district and in the floodway portion of the General Floodplain District including the following uses which are always prohibited in the floodway:

(a) Habitable structures. Structures in, on or over floodway areas which are designed for human habitation, associated with high flood damage potential, or not associated with permanent open space uses.

(b) Storing materials that are buoyant. The storage of any materials that are capable of floating, flammable, explosive, or injurious to property, water quality, or human, animal, plant, fish or other aquatic life.

(c) Any uses which are not in harmony with, or which may be detrimental to, the uses permitted in the adjoining districts.

(d) Any private or public sewage systems; except portable latrines that are removed prior to flooding, and systems associated with recreational areas and Department of Natural Resources approved campgrounds, that meet the applicable provisions of local ordinances and Chapter ILHR 83 Wisconsin Administrative Code.

applicable requirements of all municipal ordinances and Wis. Adm. Code ch. COMM 83. Portable latrines are also exempt, that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Wis. Adm. Code ch. COMM 83.

(e) Any public or private wells which are used to obtain potable water for ultimate human consumption, except those for recreational areas that meet the requirements of local ordinances and Chapters NR111 and NR112 Wisconsin Administrative Code, except any replacement, repair or maintenance of an existing well along with those wells used for recreational areas that meet the requirements of local ordinances and Wis. Adm. Code chs. NR 811 and NR 812.

(f) Any solid and hazardous waste disposal sites, whether public or private.

(g) Any wastewater treatment ponds or facilities except those permitted under Wis. Adm. Code NR 110.15(3)(b) Wisconsin Administrative Code.

(h) Any sanitary sewer or water supply lines except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

(i) Campgrounds.

9.05 Floodfringe District (FF). (1) Applicability. The provisions of this section apply to all areas within the Flood Fringe District, as areas shown on the official floodplain zoning maps, and to those portions of the General Floodplain District that are determined to be in the floodfringe area identified pursuant to Section 9.06(4).

(2) Permitted uses. Any structures, land use, or development, including accessory structures and uses, are allowed within the Floodfringe District and floodfringe portions of the General Floodplain District, provided that the standards contained in Section 9.05(3) are met, that the use is not prohibited by this or any other ordinance or any other local, state or federal

floodfringe areas.

(a) All of the provisions of Section 9.03(12)(a) shall apply in addition to the following requirements according to the use requested:

(b) Residential uses. Any structure or building used for human habitation, including a manufactured home which is to be erected, constructed, reconstructed, altered, or moved into the floodfringe area shall meet or exceed the following standards.

1. The elevation of the lowest floor excluding the basement or crawlway, shall be at or above the flood protection elevation (which is a point two (2) feet above the regional flood elevation) on fill except where Section 9.05(3)(b)2 is applicable. The fill elevation shall be one (1) foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. The Department of Natural Resources may authorize other floodproofing measures if the elevations where existing streets or sewer lines are at elevations which make compliance with the fill standards impractical, impractical provided the Sauk County Board of Adjustment grants a variance due to dimensional restrictions.

2. The basement or crawlway floor may be placed at the regional flood elevation providing it is floodproofed to the flood protection elevation. No permit or variance shall allow any floor, basement or crawlway floor is allowed below the regional flood elevation.

3. Contiguous dry land access, defined in Section 9.02(9) as a vehicle access route above regional flood elevation, shall be provided from a structure or building to land which is outside of the floodplain, except as provided in Section 9.05(3)4.

4. In existing developments where existing streets or sewer lines are at elevations which make compliance with Section 9.05(3)3 impractical, the municipality County may permit new development and substantial improvements where access roads are at or below the regional flood elevation, if provided:

a. The municipality County has written assurance from the appropriate local units

of police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles, considering the anticipated depth, duration and velocity of the during a regional flood event.

b. The municipality County has an adequate natural disaster plan approved by Wisconsin Emergency Management and the Department concurred with the Division of Emergency Government and approved by the Department of Natural Resources.

(e)(b) Accessory structures or uses.

1. An accessory structure or use as defined in Section 9.02(2), which is not connected to a principal structure, may be constructed with its lowest floor at or above the regional flood elevation, including nonresidential agricultural structures, shall meet all the applicable provisions of Sections 9.04(3)(a), (b) and (d) and 9.04(4). A lesser degree of protection, compatible with these criteria and the criteria in Section 9.05(3)(d) may be permissible for an accessory structure or use providing that the site is not inundated to a depth greater than two (2) feet or subjected to flood velocities greater than two (2) feet per second during the regional flood.

2. An accessory structure which is not connected to the principal structure and which is less than 600 square feet in size and valued at less than \$10,000, may be constructed with its lowest floor no more than two feet below the regional flood elevation if it meets all of the provisions of Sections 9.04(3)(b) 1, 2, 3, and 4, and 9.05(3)(f) below.

(c) Commercial uses. Any commercial structure or building which is to be erected, constructed, reconstructed, altered or moved into the floodfringe area shall meet the requirements of Section 9.05(3)(a)(b). Subject to the requirements of sub (d), storage yards, surface parking lots and other such uses accessory structures or land uses may be at lower elevations, subject to the requirements of Section 9.05(3)(f). However, no such area in general use by the public shall be inundated to a depth greater than two (2) feet or subjected to flood velocities greater than two (2) feet per second during the regional flood. Inundation of such yards or parking areas exceeding two (2) feet may be allowed provided an adequate warning system exists to protect life and property.

(d) Manufacturing and industrial uses. Any manufacturing, or industrial structure or building which is to be erected, constructed, reconstructed, altered or moved into the floodfringe area shall be protected to the flood protection elevation using utilizing fill, levees, floodwalls, adequate or other flood proofing measures in accordance with Section 9.08(5). Subject to the requirements of sub (f), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property, or any combination thereof. On streams or rivers having prolonged flood durations, greater protection may be required to minimize interference with normal plant operations. A lesser degree of protection, compatible with the criteria in Section 9.05(3)(d) and (f) may be permissible for storage yards, parking lots and other accessory structures or uses.

(e) Storage materials. The storage of materials that are buoyant, flammable, explosive, or which in times of flooding, could be injurious to property, water quality or human, animal, plant, fish or aquatic life, shall be store at or above the flood protection elevation for the particular area or floodproofed in compliance with Section 9.08(5). Adequate measures shall be taken to ensure that said such materials will not enter the water body river or stream during flooding.

(f) Public utilities, streets and bridges. All utilities, streets and bridges should be designed to be compatible with the local comprehensive floodplain development plans; and

1. When failure or interruption of public utilities, streets and bridges would result in danger to the endanger public health or safety or where such facilities are deemed essential to the orderly functioning of the area, construction of and substantial improvements to such facilities may only be permitted if they are floodproofed, in compliance with Section 9.08(5) to the flood protection elevation.

2. Minor or auxiliary roads or nonessential utilities may be constructed at lower elevations if providing they are designed to withstand flood forces to the regional flood elevation.

(g) Sewage systems. All on-site sewage disposal systems shall be floodproofed pursuant to Section 9.08(5), to the flood protection

elevation and shall meet the applicable provisions of all local ordinances and Chapter ILHR 83 Wisconsin Administrative Code Wis. Adm. Code ch. COMM 83.

(h) Wells. All public or private wells shall be floodproofed, pursuant to Section 9.08(5) to the flood protection elevation, pursuant to Section 9.08(5), and shall meet the applicable provisions of Chapters NR111 and NR112 Wisconsin Administrative Code Wis. Adm. Code chs. NR 811 and NR 812.

(i) Solid waste disposal sites. All public or private solid or hazardous waste disposal sites are prohibited in floodfringe areas.

(j) Deposition of materials. Any deposited material must meet all the provisions of this ordinance. Any materials deposited for any purpose may only be allowed if all the provisions of this ordinance are met.

(k) Mobile homes and manufactured homes.

1. Owners or operators of all mobile manufactured home parks and subdivisions located in the regional floodplain shall provide for adequate surface drainage to minimize flood damage and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with the appropriate emergency local management authorities.

2. In existing mobile manufactured home parks, all new homes with new pads, replacement homes units on existing pads, and substantially improved mobile manufactured homes and recreational vehicles that remain on-site in excess of 180 days or are unlicensed or not ready for highway use and which are to be placed or improved on a site located in the regional floodplain shall:

a. Be elevated to the flood protection elevation. Have the lowest floor elevated to the flood protection elevation; and

b. Be anchored so they do not float, collapse or move laterally during a flood.

(3) Outside existing mobile manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved mobile/manufactured homes and recreational vehicles that remain on-site in

excess of 180 days, are unlicensed or which are not ready for highway use and which are placed or improved on a site located in the regional floodplain shall meet the residential development standards for the floodfringe in Section 9.05(3)(a)(b).

(l) Mobile recreational vehicles. All mobile recreational vehicles that are on site for 180 consecutive days or more or are not fully licensed and ready for highway use shall meet the elevation and anchoring requirements in Section 9.05(3)(k)2. and 3. A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

(m) Campgrounds. See Section 9.03(14)(d) of this Ordinance.

9.06 General Floodplain District (GFP). (Zone A on FIRM Map)

(1) Applicability. The provisions for this district shall apply to all floodplains in the County of Sauk for which "regional flood" data, as defined in Section 9.02(47) for which flood profiles are not available, or where flood profiles are available but floodways have not been delineated. As adequate regional flood data becomes available and floodways are delineated for portions of this district, such portions shall be designated in the Floodfringe District or Floodway District, as appropriate.

(2) Permitted uses. The General Floodplain District encompasses both floodway and flood fringe areas. Therefore, a determination shall be made pursuant to Section 9.06(4) to it shall be determine whether the proposed use is located within a floodway or floodfringe area.

(a) Those uses permitted in floodways [Section 9.04(2)] and floodfringe areas [Section 9.05(2)] are allowed within the General Floodplain District, according to the standards of Section 9.06(3) and provided that all permits or certificates required under Section 9.08(1) have been issued.

(3) Standards for development in the General Floodplain District. Section 9.04 applies to floodway areas, Section 9.05 applies to floodfringe areas. The rest of this ordinance applies to either district. Once it is determined according to Section 9.06(4) that a proposed use is located within a

floodway, the provisions of Section 9.04 shall apply. Once determined that the proposed use is located within the floodfringe, the provisions of Section 9.05 shall apply. All provisions of the remainder of this ordinance apply to either district.

(4) Determining floodway and floodfringe limits. Upon receiving an application for development within the General Floodplain District, the Zoning Administrator shall:

(a) Require the applicant to submit, at the time of application, two (2) copies of an aerial photograph, or a plan which accurately locates the shows the proposed development with respect to the General Floodplain District limits, channel of stream channel, and existing floodplain developments, together with all pertinent information such as the nature of the proposal, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures.

(b) Require the applicant to furnish any of the following additional information as is deemed necessary by the Department of Natural Resources for evaluation to evaluate the effects of the proposal upon flood height and flood flows, the regional flood elevation and where applicable to determine the boundaries of the floodway:

1. A typical valley cross-section showing the channel of the stream channel, the floodplain adjoining each side of the channel, the cross-sectional area to be occupied by the proposed development, and all historic high water information.

2. A Plan (surface view) showing: elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and spatial arrangement layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information.

3. Profile showing the slope of the bottom of the channel or flow line of the stream.

4. Specifications for building construction and materials, flood proofing, filling, dredging, channel improvement, storage of materials, water supply and sanitary facilities.

(c) Transmit one (1) copy of the information described in pars. (1) and (2) Section 9.06(4)(a) and (b) to the Department of Natural

Resources District Regional office along with a written request for technical assistance to establish regional flood elevations and, where applicable, floodway data. Where the provisions of Section 9.08(1)(b)3 apply, the applicant shall provide all required information and computations, to delineate floodway boundaries and the effects of the project on flood elevations.

9.07 Nonconforming Uses. (1) General.

(a) Applicability. Insofar as the If these standards conform with Wis. Stats. 59.69(10) in this section are not inconsistent with the provisions of Wisconsin State Statute 59.97(10) they shall apply to all modifications or additions to any nonconforming uses or and nonconforming structures. These regulations apply to the modification of, or addition to, any structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto.

(b) The existing lawful use of a structure or building or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:

1. No structural modifications or additions to a nonconforming use or a nonconforming structure shall be permitted unless they comply with this are made in conformity with the provisions of ordinance for the area of the floodplain occupied. The words "modification" and "addition" include, but are not limited to, any structural alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Ordinary maintenance repairs are not considered an extension, modifications or additions; these include internal and external painting, decorating, paneling and the replacement of doors, windows and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Ordinary maintenance repairs do not include any costs associated with the repair of a damaged structure.

For the purposes of this section, the construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall

of a principal structure is not an extension, modification or addition. However, a deck is considered a structure and will require a landuse permit from the Zoning Agency). The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

2. If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance.

3. ~~As requests are received by the Zoning Administrator for modifications or additions to nonconforming uses or nonconforming structures, a record shall be kept which lists the nonconforming uses and nonconforming structures, their present equalized assessed value, and the cost of those additions or modifications which have been permitted.~~ No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with Section 9.05(3)(a). ~~The costs of elevating a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph.~~

4.a. Except as provided in subd. 2 above, if any nonconforming structure or any structure with a nonconforming use is destroyed or is so badly damaged that it cannot be practically restored, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged conditions exceeds 50% of the structure's present equalized assessed value. ~~the requirements of this ordinance. For the purpose of this subsection, restoration is deemed impractical where the total cost of such restoration would exceed fifty percent~~

(50%) of the present equalized assessed value of the structure.

b. For nonconforming buildings that are damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building may be permitted in order to restore it after the nonflood disaster, provided that the nonconforming building will meet all of the minimum requirements under 44 CFR Part 60 (FEMA Floodplain Regulations), or under the regulations promulgated thereunder.

6. A nonconforming historic structure may be altered if the alteration will not preclude the structures continued designation as a historic structure, the alteration will comply with Section 9.04(3)(a), flood resistant materials are used, and construction practices and floodproofing methods that comply with Section 9.08(5).

(2) Floodway areas.

(a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in a floodway area, unless such modification or addition:

1. Has been granted a permit or variance which meets all ordinance requirements. ~~the floodway requirements of this ordinance.~~

2. Meets the requirements of Section 9.07(1).

3. Will not increase the obstruction to flood flows or regional flood height.

4. Any addition to the existing structure shall be floodproofed, pursuant to Section 9.08(5), by means other than the use of fill, to the flood protection elevation.

5. Mechanical and utility equipment must be elevated or floodproofed to or above the regional flood elevation.

6. It must not obstruct the flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood; and

7. Its use must be limited to parking and/or limited storage.

(b) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, ~~except where a replacement holding tank system~~ an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in a floodway area. Any replacement, repair or maintenance of an existing

on-site sewage disposal system in a floodway area shall meet the applicable requirements of ch. 25 Sauk County Code of Ordinances and Wis. Adm. Code ch. COMM 83. ~~all Sauk County Ordinances and Chapter ILHR 83 Wisconsin Administrative Code.~~

(c) No new well or modification to an existing well, used to obtain potable water for ~~ultimate human consumption~~, shall be allowed in a floodway area. Any replacement, repair or maintenance of an existing well in a floodway area shall meet the applicable requirements of all municipal ordinances and Wis. Adm. Code sbs. NR 811 and NR 812. ~~Sauk County Ordinances and Chapters NR111 and NR112 Wisconsin Administrative Code.~~

(3) Floodfringe areas.

(a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit permitted by office of the Zoning Administrator or a variance by the Zoning Administrator granted by the ~~Sauk County Sauk County Board of Adjustment~~. In addition, and the modification or addition shall be placed on fill or floodproofed to the flood protection elevation in compliance with the standards for that particular use in Section 9.05(3), except where Section 9.07(3)(b) is applicable.

(b) Where compliance with the provisions of par. (a) ~~Section 9.07(3)(a)~~ would result in unnecessary hardship, and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the ~~Sauk County Sauk County Board of Adjustment~~, using the procedures established in Section 9.08(3) may grant a variance from those provisions of par. (a) ~~Section 9.07(3)(a)~~ for modifications or additions, using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if provided:

1. No floor is allowed below the regional flood elevation for residential or commercial structures.
2. Human lives are not endangered;
3. Public facilities, such as water or sewer, will not be installed.

4. Flood depths will not exceed two (2) feet.
5. ~~Flood velocities will not exceed two (2) feet per second.~~
6. The structure will not be used for storage of materials described in Section 9.05(3)(f).

(c) If neither the provisions of par. (a) or (b) ~~Section 9.07(3)(a) nor (b)~~ above can be met, an ~~one~~ addition to an existing room in a nonconforming building or a building with a nonconforming use may be allowed in the floodfringe ~~on a onetime basis only~~, if the addition:

1. Meets all other regulations and will be granted by permit or variance;
2. Does not exceed 60 square feet in area; and
3. In combination with other previous modifications or additions to the building, does not exceed ~~fifty percent (50%)~~ of the present equalized assessed value of the building.

(d) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of ch. 25 Sauk County Code of Ordinances and Wis. Adm. Code ch. COMM 83. ~~all local ordinances and Chapter ILHR 83 Wisconsin Administrative Code.~~

(e) All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this ordinance and Wis. Adm. Code ch. NR 811 and NR 812. ~~Chapters NR111 and NR112 Wisconsin Administrative Code.~~

9.08 Administration. ~~The Zoning Administrator, Planning, Zoning and Land Records Committee or Board of Adjustment shall administer this ordinance. This section provides for the appointment of appropriate boards and staff, and the development of necessary policies and procedures, to administer this ordinance. Where a Zoning Administrator, planning agency or a Sauk County Board of Adjustment has already been appointed to administer a zoning ordinance adopted under Wisconsin State Statutes 59.97, 59.971 or 62.23(7), these officials shall also administer this ordinance.~~

- (1) Zoning Administrator

(a) The Zoning Administrator is hereby authorized to administer the provisions of this ordinance and shall have the following duties and powers:

1. Advise applicants of the provisions of this ordinance provision; assist them in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
2. Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.
3. Inspect all damaged floodplain structures and perform a substantial damage assessment to determine if substantial damage to the structures has occurred.
4. Keep records of all official actions such as:
 - a. All permits issued, inspections made, and work approved.
 - b. Documentation of certified lowest floor and regional flood elevations for floodplain development
 - c. Records of water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
5. Submit copies of the following items to the Department Regional of Natural Resources district office:
 - a. Within ten (10) days of the decision being signed and filed in the Department of Planning & Zoning, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments.
 - b. Copies of any case-by-case analyses, and any other information required by the Department of Natural Resources including an annual summary of the number and types of floodplain zoning actions taken.
 - c. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
6. Investigate, prepare reports, and report violations of this ordinance to the Agency office of the Zoning Administrator and the Sauk County Corporation Counsel for prosecution.

Copies of the violation reports shall also be sent to the Department of Natural Resources district office.

6. Submit copies of text and map amendments and biennial reports to the regional office of FEMA Regional Office.

- (b) Land use permit. A land use permit shall be obtained from the Zoning Administrator before any new "development", structural alteration, or any structural repair, as defined in Section 9.02(8) or any change in the use of an existing building or structure including sewage disposal systems sewer and water supply facilities may be initiated. Application shall be made to the Zoning Administrator shall be made on a form upon furnished by the Department of Planning & Zoning application forms and shall include the following data:
1. General information.
 - a. Name and address of the applicant, property owner and contractor/builder.
 - b. Legal description of the property, type of proposed use, and an indication as to whether it is new construction new development or a modification to an existing structure is involved.
 2. Site development plan. The site development plan shall be drawn to scale shall be submitted with the permit application form and shall contact and submitted as a part of the permit application form and shall contain the following information:
 - a. Location, dimensions, area and elevation of the lot.
 - b. Location of the ordinary highwater mark of any abutting navigable waterways.
 - c. Location of any structures with distances measured from the lot lines and street center lines; center line of all abutting streets or highways.
 - d. Location of any existing or proposed on-site sewage systems or private water supply systems.
 - e. Location and elevation of existing or future access roads.
 - f. Location of floodplain and floodway limits on the property as determined from the official floodplain zoning maps.
 - g. The elevation of the lowest floor of proposed buildings and any fill using National Geodetic and Vertical Datum (NGVD).

h. Data sufficient to determine the regional flood elevation in NGVD at the location of the development and to determine whether or not the requirements of Sections 9.04 or 9.05 are met.

i. Data sufficient to determine if the proposed development will cause either an obstruction to flow or an increase in regional flood height or discharge according to Section 9.03(14)(a)(+). This may include any of the information noted in Section 9.04(3)(a).

3. Data requirements to analyze developments.

a. The applicant shall provide all survey data and computations required to show the effects of the project on flood heights, velocities and floodplain storage, for all subdivision proposals, as "subdivision" is defined in Wis. Stat. 236 § 236.02(8) Stats., and other proposed developments exceeding five (5) acres in area or where the estimated cost exceeds one hundred twenty five thousand dollars (\$125,000.00). The applicant shall provide:

i. An analysis of the effect of the development on the regional flood profile, velocity of flow and floodplain storage capacity.

ii. A map showing location and details of vehicular access to lands outside the floodplain.

iii. A surface drainage plan with adequate details showing how flood damage will be minimized.

iv. The estimated cost of the proposal shall include all structural development, landscaping improvements, access and road development, utilities, and other pertinent items, electrical and plumbing, and similar items reasonably applied to the overall development costs, but need not include land costs.

b. ~~The Department of Natural Resources will determine regional flood elevations and evaluate the proposal where the applicant is not required to provide computations as above, and inadequate data exists. The office of the Zoning Administrator may transmit additional information, such as the data in Section 9.06(4)(b) where appropriate, to the Department of Natural Resources with the request for analysis.~~

4. Expiration. All permits issued under the authority of this ordinance shall expire two (2) years from the date of issuance.

~~(e) — Certificate of compliance. No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, rebuilt or replaced shall be occupied, until a certificate of compliance is issued by the Zoning Administrator, except where no permit is required, subject to the following provisions:~~

~~1. — The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance.~~

~~2. — Application for such certificate shall be concurrent with the application for a permit.~~

~~3. — The certificate of compliance shall be issued within ten (10) days after written notification of completion of the work specified in the permit, provided the building or premises or proposed use conforms with all the provisions of this ordinance.~~

~~4. — The applicant shall submit a certification signed by a registered professional engineer or registered land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or registered architect that floodproofing adequacy meets the requirements of Section 9.08(5).~~

~~(d) — Other permits. It is the responsibility of the applicant to secure all other necessary permits from all appropriate federal, state and local agencies, including those required by the U.S. Army Corps of Engineers under Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.~~

~~(c) — Other permits. The applicant must secure all necessary permits from federal, state and local agencies, including those required by the U.S. Army Corps of Engineers under s 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.~~

~~(2) Zoning agency.~~

~~(a) The Sauk County Planning, Zoning and Land Records Committee shall. The Public and Environmental Health Committee shall:~~

~~1. Oversee the functions of the office of the Zoning Administrator; and~~

2. Review and advise make recommendations the Sauk County Board of Supervisors on all proposed amendments to this ordinance, maps and text.

~~(b) The Public and Environmental Health Committee shall not:~~ This Agency shall not:

1. Grant variances to the terms of the ordinance in place of action by the Sauk County Board of Adjustment.

2. Amend the text or zoning maps in place of official action by the Governing body. Sauk County Board of Supervisors.

(3) Sauk County Board of Adjustment. The Board of Adjustment created under Wis. Stat. 59.694 Wisconsin State Statutes 59.99, is hereby authorized or shall be appointed to act as the Sauk County Board of Adjustment for the purposes of this ordinance. The Sauk County Board of Adjustment shall exercise the powers conferred by the Wisconsin Statutes and adopt rules for the conduct of business. The Zoning Administrator may not be the secretary of the Sauk County Board of Adjustment.

(a) Powers and duties of the Board of Adjustment shall include the following. The Sauk County Board of Adjustment shall:

1. Appeals. Hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an official of the office of the Zoning Administrator in the enforcement or administration of this ordinance.

2. Boundary disputes. Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map.

3. Variances. Hear and decide, upon appeal, variances from the dimensional standards of this ordinance.

(b) Appeals to the Sauk County Board of Adjustment.

1. Appeals to the Sauk County Board of Adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the municipality affected by any decision of the Zoning Administrator or other administrative officer. Such appeal shall be taken within 30 days as provided by the rules of the Sauk County Board of Adjustment, by filing with the official whose decision is in question, and with the Sauk County Board of Adjustment, a notice of appeal specifying

the reasons for the appeal. The official whose decision is in question shall transmit to the Sauk County Board of Adjustment all the papers constituting the record concerning the matter appealed.

2. Notice and hearing for appeals including variances.

a. Notice. The Sauk County Board of Adjustment shall:

i. Fix a reasonable time for the hearing.

ii. Publish adequate Class II notice pursuant to the Wisconsin State Statutes, specifying the date, time, place and subject of the hearing.

iii. Assure that notice shall be mailed to the parties in interest and the district office of the Department of Natural Resources at least ten (10) days in advance of the hearing.

b. Hearing. Any party may appear in person or by agent or attorney. The Sauk County Board of Adjustment shall:

i. Resolve boundary disputes according to Section 9.08(3)(c).

ii. Decide variance applications according to Section 9.08(3)(d).

iii. Decide appeals of permit denials according to Section 9.08(4).

3. Decision. The final decision regarding the appeal or variance application shall:

a. Be made within a reasonable time.

b. Be sent to the district office of the Department Regional Office of Natural Resources within ten (10) days of the decision being signed and filed in the Department of Planning & Zoning.

c. Be a written determination signed by the Chairman or Secretary of the Sauk County Board of Adjustment.

d. State the specific facts which are the basis for the Board of Adjustment's decision.

e. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the application for a variance application.

f. Include the reasons for granting an appeal, describing or justifications for granting an appeal, with a description of the hardship or practical difficulty demonstrated by the applicant in the case of a variance, clearly stated in the recorded

minutes of the Sauk County Board of Adjustment proceedings.

(c) ~~Boundary disputes. The following procedure shall be used by the Sauk County Board of Adjustment in hearing disputes concerning floodplain the district boundaries shown on the official floodplain zoning map:~~

1. ~~Where If a floodplain district boundary is established by approximate or detailed floodplain studies the regional flood elevations or profiles for the point in question shall be the governing factor prevail in locating the district boundary. If no regional flood elevations or profiles are available to the Sauk County Board of Adjustment, If none exist other available evidence may be examined.~~

2. In all cases, the person contesting the boundary location of the district boundary shall be given a reasonable opportunity to present arguments and technical evidence to the Sauk County Board of Adjustment.

3. ~~Where it is determined that~~ If the district boundary is incorrectly mapped, the Sauk County Board of Adjustment should inform the ~~Public and Environmental Health Committee Agency~~ or the person contesting the boundary location of the boundary to petition the Sauk County Board of Supervisors governing body for a map amendment according to Section 9.09(2).

(d) Variance.

1. The Sauk County Board of Adjustment may, upon appeal, grant a variance from the dimensional standards of this ordinance where an applicant convincingly demonstrates that:

a. Literal enforcement of the provisions of the ordinance will cause result in practical difficulty or unnecessary hardship on the applicant.

b. The hardship is due to adoption of the floodplain ordinance and special conditions unique to the property, not common to a group of adjacent lots or premises (in such case the ordinance or map must be amended).

c. ~~Such~~ The variance is not contrary to the public interest.

d. ~~Such~~ The variance is consistent with the purpose of this ordinance stated in Section 9.01(3).

2. In addition to the criteria in par. 1., to qualify for a variance under FEMA regulations, the following criteria must be met:

a. The variance may not cause any increase in the regional flood elevation;

b. Variances can only be granted for lots that are less than one-half acre and are contiguous to existing structures constructed below the RFE;

c. Variances shall only be granted upon a showing of good and sufficient cause, shall be the minimum relief necessary, shall not cause increased risks to public safety or nuisances, shall not increase costs for rescue and relief efforts and shall not be contrary to the purpose of the ordinance.

3. A variance shall not:

a. Grant, extend or increase any use of property prohibited in the zoning district.

b. Be granted for a hardship based solely on an economic gain or loss.

c. Be granted for a hardship which is self-created.

d. Damage the rights or property values of other persons in the area.

e. ~~Permit a lower degree of flood protection in the floodplain than the flood protection elevation.~~

f. ~~Allow any floor, basement or crawlway below the regional flood elevation for residential or commercial structures.~~

g.e. Allow actions without the amendments to this ordinance or map(s) required in Section 9.09(1).

h.f. Allow any alteration of a historic structure, including its use, which would preclude its continued designation as a historic structure.

4. When a floodplain variance is granted in a floodplain area the Sauk County Board of Adjustment shall notify the applicant in writing that increased it may increase flood insurance premiums and risks to life and property may result. A copy of this notification shall be maintained with the variance appeal record.

(e) To review appeals of permit denials.

1. The Public and Environmental Health Committee or Sauk County Board of Adjustment shall review all data constituting the

basis for the related to the appeal of permit denial. This data may include (where appropriate):

- a. Permit application data listed in Section 9.08(1)(b).
 - b. Floodway and/or floodfringe determination data in Section 9.06(4).
 - c. Data listed in Section 9.04(3)(a)2b where the applicant has not submitted this information to the Zoning Administrator.
 - d. Other data submitted to the Zoning Administrator with the permit application, or submitted to the Sauk County Board of Adjustment with the appeal.
2. For appeals of all denied permits the Sauk County Board of Adjustment shall:
 - a. Follow the procedures of Section 9.08(3).
 - b. Consider Zoning Agency Administrator recommendations.
 - c. Either uphold the denial or grant the appeal.
 3. For appeals concerning increases in regional flood elevation the Sauk County Board of Adjustment shall:
 - a. Uphold the denial where the Sauk County Board of Adjustment agrees with the data showing an increase in flood elevation. Increases equal to or greater than 0.01 foot may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners.
 - b. Grant the appeal where the Sauk County Board of Adjustment agrees that the data properly demonstrates that the project does not cause an increase equal to or greater than 0.01 foot provided no other reasons for denial exist.
- (4) Floodproofing.
- (a) No permit or variance shall be issued until the applicant submits a plan or document certified by a registered professional engineer or architect that the floodproofing measures are adequately designed will protect the structure or development to the flood protection elevation.

(b) Where floodproofing measures, as defined in Section 9.02(23) are required, they shall be designed to:

1. Withstand the flood pressures, depths, velocities, uplift and impact forces, and

other regional flood factors factors associated with the regional flood;

2. Assure protection Protect structures to the flood protection elevation.
 3. Provide anchorage of Anchor structures to foundations to resist flotation and lateral movement; and
 4. Insure that the structural walls and floors are watertight to the flood protection elevation, and the interior remains completely dry during flooding, without human intervention.
- (c) Floodproofing measures could include:
1. Reinforcement of walls and floors to resist rupture or collapse caused by water pressure or floating debris.
 2. Addition of Adding mass or weight to structures to prevent flotation.
 3. Placement of Placing essential utilities above the flood protection elevation.
 4. Installing surface or subsurface drainage systems, including pumping facilities, to relieve external foundation wall and basement floor pressures.
 5. Construction of water supply wells, and waste treatment systems to prevent the entrance entry of flood waters into the systems.
 6. Putting cutoff valves on sewer lines or elimination of gravity flow basement drains.
- (6) Public information.
- (a) Where useful, marks on bridges or buildings or other markers may be set to show the depth of inundation during the regional flood at appropriate locations within the floodplain.
 - (b) All available information in the form of maps, engineering data and regulations shall be readily available and should be widely distributed.
 - (c) All legal descriptions of property in the floodplain should include information relative to the floodplain zoning classification when such property is transferred.

9.09 Amendments. (1) General. The Sauk County Board of Supervisors of the County of Sauk, Wisconsin, may change or supplement the boundaries of the floodplain zoning districts boundaries and the regulations contained in this ordinance in the manner provided by law. Actions

which require an amendment include, but are not limited to, the following:

(a) Any change to the official floodplain zoning map including the floodway line or boundary of any floodplain area.

(b) Correction of significant discrepancies between the water surface profiles and floodplain zoning maps.

(c) Any fill in the floodplain which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain.

(d) Any fill or floodplain encroachment into the floodplain that will obstructs flow causing an increasing regional flood height 0.01 foot or more. of 0.01 foot or more in regional flood height.

(e) Any upgrading of to a floodplain zoning ordinances text required by Section NR116.05 Wisconsin Administrative Code, or otherwise required by law, or for changes by Sauk County.

(f) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

(2) Procedures. Ordinance amendments Amendments to this ordinance may be made upon petition of any interested party according to the provisions of Wis. Stat. § 62.23 for cities and villages or Wis. Stat. § 59.69 for counties 59.97 Stats. Such petitions shall include all necessary data required by Sections 9.06(4) and 9.08(1)(b).

(a) Copies of any amendment proposed The proposed amendment shall be referred to the Public and Environmental Health Committee, described in Section 9.08(2), for a public hearing and recommendation to the Sauk County Board of Supervisors. Copies of the proposed amendment and notice of the public hearing shall be submitted to the appropriate district office of the Department Regional office of Natural Resources for review prior to the hearing. The amendment procedure shall comply with the provisions of Wis. Stat. § 59.69. 59.97 Stats.

(b) No amendment to the maps or text of this ordinance shall become effective until

reviewed and approved by the Department of Natural Resources.

(c) All persons petitioning for a map amendment that obstructs flow, increasing regional flood height 0.01 foot or more, which involves an obstruction to flow causing an increase of 0.01 foot or more in the height of the regional flood shall obtain flooding easements, or other appropriate legal arrangements, from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body. Sauk County Board of Supervisors.

(d) When considering For amendments to the official floodplain zoning map, in areas where no water surface profiles exist, the Public and Environmental Health Committee shall consider data submitted by the Department of Natural Resources, the Zoning Administrator's visual on-site inspections and other available information. (See Section 9.03(4)).

9.10 Enforcement and Penalties. Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the Sauk County Corporation Counsel for prosecution. who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to Sauk County the County of Sauk a penalty of not less than \$100.00 and not fifty dollars (\$50.00) nor more than two hundred dollars (\$200.00), \$1,000.00 together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the County of Sauk, the State or any citizen thereof pursuant to Wis. Stat. § 87.30. 87.30 Stats.

APPENDIX

- a. Baraboo River
(Sections 28 and 28, T12N, R 5E)
Panel 110
Increased profile for Baraboo due to floodway revision within Rock Springs Map and text amendment approved January 7, 1986.

- (NE1/4 NE1/4 Section 20, T12N, R5E)
 Panel 110 Ray Astle driveway
 RFE = 93.4'
- Benchmark is three nails driven into corner fence post immediately adjacent to Mr. Astle's proposed home.
- c. Copper Creek
 (W1/2 Section 7, T12N, R5E)
 Panel 45 Parry Harding's Pond
 RFE = See Copper Creek Flood Profiles
 by DNR dated 2/7/86 Map & Table
- d. Copper Creek
 (Section 1, T12N, R4E)
 Panel 40 Old Reedsburg Road
 Upstream RFE = 885'msl
 Bridge replacement December 1987
 Dstream RFE = 883.8'
- e. Trib to Honey Creek
 (Section 6, T9N, R4E)
 Panel 190 Upstream face of Hill Road
 RFE = 99.3'
- Benchmark is painted "X" on the NW abutment = 100.00 assumed prepared by Westbrook April 1988 under Trans 207.
- f. Trib to N. Br. Honey Cr.
 (Section 7, T10N, R5E)
 Panel 185 Hemlock Road
 Upstream RFE = 802.2'
 Bridge replacement October 1987
 Dstream RFE = 800.3'
- g. Narrows Creek
 (Section 13, T11N, R3E)
 Panel 95 Northview Road
 Upstream RFE = 943.0'
 Bridge replacement October 1987
 Dstream RFE = 942.8'
- h. Otter Creek
 (Section 8, T10N, R6E)
 Panel 205 Stone's Pocket Road
 Upstream RFE = 838.7'
 Bridge replacement October 1987
- i. Pleasant Valley Creek
 (Section 29, T12N, R6E)
 Panel 130 STH 136
 Upstream RFE = 857.8'
 Bridge replacement July 1987
 Dstream RFE = 856.2'
- j. Lake Redstone
 (T13N, R3E)
 Panel 10/20
 From Big Creek Lake Redstone
 Upstream of dam RFE = 919'msl
 National Dam Safety Program
 Dstream of dam RFE = 886.1'
 Inspection Report dated 1981
- k. Seeley Creek
 (Section 17, T11N, R5E)
 Panel 120
 Klein Road
 Upstream RFE = 886.8'
 Bridge replacement November 1989
 Dstream RFE = 886.4'
- l. Trib to Skillet Creek
 (SW1/4 NW1/4 Section 15, T11N, R6E)
 Panel 140
 Archibald Pond and new roadgrade
 RFE = 92.67'
- m. Wisconsin River
 (SE1/4 SW1/4 Section 35, T9N, R5E)
 Panel 260
 Cassel Road Map Prepared by
 Terrametrics Engineering, LTD; March 26, 1981
 Map amendment approved October 1, 1981.
- n. Wisconsin River
 Columbia County Flood Insurance Study
 dated March 15, 1983.
 Columbia County Flood Boundary
 Floodway Maps panels 25, 50, 125, 200 dated
 September 15, 1983.
- o. Wisconsin River
 Dane County Flood Insurance Study dated
 August 19, 1987.

Dane County Flood Boundary Floodway
Maps panels 25 and 125 dated August 19, 1987.

- p. Wisconsin River
Iowa County Flood Insurance Study dated
July 1978.
Iowa County Flood Boundary Floodway
Maps panels 3, 4, 5 and 8 dated January 17, 1979.

As adopted by the Sauk County Board of Supervisors on January 21, 1992, by Ordinance 7-92, and effective upon approval by the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency pursuant to 59.971(6) & 87.30(1)(b), Stats., January 30, 1992. Amended by the Sauk County Board of Supervisors on April 17, 2001 - Ordinance No. 12-01. Amended by the Sauk County Board of Supervisors on December 16, 2003 - Ordinance Nos. 162-2003 and 163-2003.

CHAPTER 9

SAUK COUNTY FLOODPLAIN ZONING ORDINANCE

9.01	Statutory Authorization, Finding of Fact Statement of Purpose and Title	9.06	General Floodplain District (GFP)
9.02	Definitions	9.07	Nonconforming Uses
9.03	General Provisions	9.08	Administration
9.04	Floodway District (FW)	9.09	Amendments
9.05	Floodfringe District (FF)	9.10	Enforcement and Penalties

9.01 Statutory Authorization, Finding of Fact, Statement of Purpose, and Title.

(1) **Statutory Authorization.** This ordinance is adopted pursuant to the authorization in Wis. Stat. § 59.69, 59.692, and 59.694 and the requirements in Wis. Stat. § 87.30.

(2) **Finding of fact.** Uncontrolled development and use of the floodplains and rivers in Sauk County would impair the public health, safety, convenience, general welfare and tax base.

(3) **Statement of purpose.** This ordinance is intended to regulate floodplain development to:

- (a) Protect life, health and property;
- (b) Minimize expenditures of public funds for flood control projects;
- (c) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (d) Minimize business interruptions and other economic disruptions;
- (e) Minimize damage to public facilities in the floodplain;
- (f) Minimize the occurrence of future flood blight areas in the floodplain;
- (g) Discourage the victimization of unwary land and home buyers;
- (h) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (i) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

(4) **Title.** This ordinance shall be known as the Sauk County Floodplain Zoning Ordinance, Sauk County, Wisconsin.

9.02 Definitions. Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

(1) **A ZONES.** Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

(2) **ACCESSORY STRUCTURE OR USE.** A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building.

(3) **AGENCY.** The Sauk County Planning, Zoning and Land Records Committee.

(4) **BASE FLOOD.** Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.

(5) **BASEMENT.** Any enclosed area of a building having its floor sub-grade, i.e., below ground level, on all sides.

(6) **BUILDING.** See STRUCTURE.

(7) **BULKHEAD LINE.** A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to Wis. Stat. § 30.11, and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling

is prohibited by the floodway provisions of this ordinance.

(8) CAMPGROUND. A parcel or tract of land, maintained, intended or used for the purpose of supplying temporary or overnight living accommodations by providing designated areas for the placement of trailers, tents, buses, automobiles or sleeping bags, and may include buildings to provide services to the patrons such as restrooms, bathing, laundry and commissary facilities.

(9) CAMPING UNIT. For the purposes of this chapter a camping unit is a sleeping unit, such as a tent or recreational vehicle or part thereof, which is used to house persons on a temporary basis and shall not be considered a structure.

(10) CERTIFICATE OF COMPLIANCE. A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.

(11) CHANNEL. A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

(12) CRAWLWAYS OR CRAWL SPACE. An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

(13) DECK. An unenclosed exterior accessory structure that has no roof or sides, but has a permeable floor which allows the infiltration of precipitation.

(14) DEPARTMENT. The Wisconsin Department of Natural Resources.

(15) DEVELOPMENT. Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage,

deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

(16) DRYLAND ACCESS. A vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

(17) ENCROACHMENT. Any fill, structure, equipment, building, use or development in the floodway.

(18) EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads

(19) EXPANSION TO EXISTING MOBILE/MANUFACTURED HOME PARK. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring if concrete pads.

(20) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). The federal agency that administers the National Flood Insurance Program.

(21) FLOOD INSURANCE RATE MAP (FIRM). A map of a community on which the Federal Insurance Administration has delineated both special flood hazard areas (the floodplain) and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

(22) FLOOD or FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

(a) The overflow or rise of inland waters,

(b) The rapid accumulation or runoff of surface waters from any source,

(c) The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior, or

(d) The sudden increase caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

(23) FLOOD FREQUENCY. The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average, once in a specified number of years or as a percent (%) chance of occurring in any given year.

(24) FLOODFRINGE. That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.

(25) FLOOD HAZARD BOUNDARY MAP. A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered AZones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

(26) FLOOD INSURANCE STUDY. A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

(27) FLOODPLAIN. Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe, and may include other designated floodplain areas for regulatory purposes.

(28) FLOODPLAIN ISLAND. A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

(29) FLOODPLAIN MANAGEMENT. Policy and procedures to insure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

(30) FLOOD PROFILE. A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

(31) FLOODPROOFING. Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

(32) FLOOD PROTECTION ELEVATION. An elevation of two feet of freeboard above the water surface profile elevation designated for the regional flood. (Also see: FREEBOARD.)

(33) FLOOD STORAGE. Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

(34) FLOODWAY. The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

(35) FREEBOARD. A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

(36) HABITABLE STRUCTURE. Any structure or portion thereof used or designed for human habitation.

(37) HEARING NOTICE. Publication or posting meeting the requirements of Wis. Stats. ch. 985. For appeals, a Class 1 notice, published

once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

(38) HIGH FLOOD DAMAGE POTENTIAL. Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

(39) HISTORIC STRUCTURE. Any structure that is either:

(a) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register,

(b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district,

(c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior, or

(d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

(40) INCREASE IN REGIONAL FLOOD HEIGHT. A calculated upward rise in the regional flood elevation, equal to or greater than 0.01 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

(41) LAND USE. Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)

(42) MANUFACTURED HOME. A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

(43) MOBILE RECREATIONAL VEHICLE. A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."

(44) MUNICIPALITY or MUNICIPAL. The city or village governmental units enacting, administering and enforcing this zoning ordinance.

(45) NGVD or NATIONAL GEODETIC VERTICAL DATUM. Elevations referenced to mean sea level datum, 1929 adjustment.

(46) NEW CONSTRUCTION. For floodplain management purposes, "new construction" means structures for which the start of construction commenced on or after the effective date of floodplain zoning regulations adopted by this community and includes any subsequent improvements to such structures. For the purpose of determining flood insurance rates, it includes any structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.

(47) NONCONFORMING STRUCTURE. An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it

occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)

(48) NONCONFORMING USE. An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies.

(49) OBSTRUCTION TO FLOW. Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.

(50) OFFICIAL FLOODPLAIN ZONING MAP. The map, adopted and made part of this ordinance, as described in Section 9.03(2), which has been approved by the Department and FEMA.

(51) OPEN SPACE USE. Those uses having a relatively low flood damage potential and not involving structures.

(52) ORDINARY HIGHWATER MARK. The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

(53) PERSON. Except where otherwise indicated by the context, the word "person" shall include the plural, a company, firm, corporation or partnership.

(54) PRIVATE SEWAGE SYSTEM. A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Commerce, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.

(55) PUBLIC UTILITIES. Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.

(56) REASONABLY SAFE FROM FLOODING. Means base flood waters will not inundate the land or damage structures to be removed from the special flood hazard area and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

(57) REGIONAL FLOOD. A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.

(58) STREET. A public or private thoroughfare which affords a primary means of access to abutting property.

(59) STRUCTURE. Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lake bed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.

(60) SUBDIVISION. The division of a lot, parcel, tract or one-quarter (1/4) of one-quarter (1/4) section by the owner thereof or their agent, for the purpose of transfer of ownership or building development, where the act of division creates four (4) or more lots, or where the act of division creates four (4) or more lots by successive division within a five (5) year period.

(61) SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

(62) UNNECESSARY HARDSHIP. Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

(63) VARIANCE. An authorization by the Sauk County Board of Adjustment for the construction or maintenance of a building or structure in a manner which is inconsistent with

dimensional standards (not uses) contained in the floodplain zoning ordinance.

(64) **VIOLATION.** The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

(65) **WATERSHED.** The entire region contributing runoff or surface water to a watercourse or body of water.

(66) **WATER SURFACE PROFILE.** A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

(67) **WELL.** Means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

(68) **ZONING ADMINISTRATOR.** A public official charged with the administration, enforcement and interpretation of the County Ordinances pertaining to land use and land divisions. The terms Zoning Administrator and Building Inspector shall be interchangeable and have the same meaning.

9.03 General Provisions.

(1) Areas to be regulated. This ordinance regulates all areas that would be covered by the regional flood or base flood.

Note: Base flood elevations are derived from the flood profiles in the Flood Insurance Study. Regional flood elevations may be derived from other studies. Areas covered by the base flood are identified as A-Zones on the Flood Insurance Rate Map.

(2) Official maps & revisions. The boundaries of all floodplain districts are designated as floodplains or A Zones on the maps listed below and the revisions in the Sauk County Floodplain Appendix. Any change to the base flood elevations (BFE) in the Flood Insurance Study

(FIS) or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA before it is effective. No changes to regional flood elevations (RFE's) on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the Office of Planning and Zoning in the Sauk County West Square Building. If more than one map or revision is referenced, the most restrictive information shall apply.

(a) Official Maps: Based on the FIS. Flood Insurance Rate Map (FIRM), panel number 550391 0025-0675, March 7, 2001; Approved by: The DNR and FEMA.

(b) Official Maps: Based on other studies. Approved by: The DNR and FEMA.

1. 100-Year dam failure floodplain map, dated November 25, 2003 and titled "Sauk County Floodplain Ordinance Amendment -- Honey Creek Structures No.2, No.3, No.4.", prepared by the Sauk County Land Conservation Department.

2. Flood profiles dated November 25, 2003 and titled, "Dam Breach Analysis -- Honey Creek Structures No.2, No.3, No.4.", prepared by the Sauk County Land Conservation Department.

3. Floodway data table dated November 25, 2003 and titled, "Dam Breach Study Areas -- Honey Creek Structures No.2, No.3, No.4.", prepared by the Sauk County Land Conservation Department.

4. Floodplain Map dated August 24, 2005 and titled, "Hydraulic Shadow Dutch Hollow Lake Dam". Earthen Dam Failure boundary (shown in blue) between cross-sections XS #1 and XS #7, prepared by Vierbicher Associates.

5. Flood profiles dated August 24, 2005 and titled "Water Surface Profile - Dutch Hollow Creek". Between cross-section XS #1 and point of intersection with the backwater of Baraboo River at elevation 899, just upstream of cross-section XS #5, prepared by Vierbicher Associates.

6. Floodway data table dated August 24, 2005 and titled "Earthen Dam Break Results with Water Elevation at 960". Between cross-section XS #1 and point of intersection with the backwater of Baraboo River at elevation 899,

just upstream of cross-section XS #5, prepared by Vierbicher Associates.

7. Floodplain Study Appendix: All DNR- and FEMA-approved floodplain maps, flood profiles, floodway data tables, regional or base flood elevations and other information is located in the appendix to this ordinance. The appendix is kept on file in the Department of Planning & Zoning. The community shall provide the most up to date appendix to the DNR and FEMA regional offices.

(3) Establishment of Districts. The regional floodplain areas are divided into three districts as follows:

(a) The Floodway District (FW) is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters.

(b) The Floodfringe District (FF) is that portion of the floodplain between the regional flood limits and the floodway.

(c) The General Floodplain District (GFP) (Zone A on FIRM map) is that area of the floodplain in which detailed engineering studies have not been completed. The boundaries of the floodplain are approximated and based on the best available data. No floodway has been determined.

(4) Locating floodplain boundaries. Discrepancies between boundaries on the official floodplain zoning map and actual field conditions shall be resolved using the criteria in paragraphs (a) or (b) below. If a significant difference exists, the map shall be amended according to Section 9.09. The Zoning Administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The Zoning Administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined and for initiating any map amendments required under this section. Disputes between the Zoning Administrator and an applicant over the district boundary line shall be settled according to Section 9.08(3)(c) and the criteria in (a) and (b) below.

(a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood

elevations shall govern if there are any discrepancies.

(b) Where flood profiles do not exist, the location of the boundary shall be determined by the map scale, visual on-site inspection and any information provided by the Department.

Note: Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must also approve any map amendment pursuant to Section 9.09(1)(f).

(5) Removal of lands from floodplain. Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to Section 9.09.

Note: This procedure does not remove the requirements for the mandatory purchase of flood insurance. The property owner must contact FEMA to request a Letter of Map Change (LOMC).

(6) Compliance. Any development or use within the areas regulated by this ordinance shall be in compliance with the terms of this ordinance, and other applicable local, state, and federal regulations.

(7) Municipalities and State agencies regulated. Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if Wis. Stat. § 13.48(13) applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when Wis. Stat. § 30.2022 applies.

(8) Abrogation and greater restrictions.

(a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under Wis. Stat. § 59.69, 59.692 or 59.694 for counties; Wis. Stat. § 62.23 for cities; Wis. Stat. § 61.35 for villages; or Wis. Stat. § 87.30, which relate to floodplains. If another ordinance is more restrictive than this ordinance, that ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

(b) This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

(9) Interpretation. In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by Wis. Adm. Code ch. NR 116 is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

(10) Warning and disclaimer of liability. The flood protection standards in this ordinance are based on engineering experience and scientific research. Larger floods may occur or the flood height may be increased by manmade or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. Nor does this ordinance create liability on the part of, or a cause of action against, the County or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

(11) Severability. Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

(12) Annexed areas for cities and villages. The Sauk County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the Zoning Administrator for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of Wis. Adm. Code ch. NR 116 and the National Flood Insurance Program (NFIP). These annexed lands must also be described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the Zoning Administrator. All plats or

maps of annexation shall show the regional flood elevation and the location of the floodway.

(13) General Development Standards. The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads; be constructed with materials resistant to flood damage; be constructed by methods and practices that minimize flood damages; and be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Subdivisions shall be reviewed for compliance with the above standards. All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance.

(14) General standards applicable to all 3 districts (FW, FF, & GFP).

(a) Hydraulic and hydrologic analyses.

1. Except as allowed in par. 3 below, no floodplain development shall:

a. Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, increasing regional flood height; or

b. Increase regional flood height due to floodplain storage area lost, which equals or exceeds 0.01 foot.

2. The Zoning Administrator shall deny permits if it is determined the proposed development will obstruct flow or increase regional flood heights 0.01 foot or more, based on the officially adopted FIRM or other adopted map, unless the provisions of sub. (3) are met.

3. Obstructions or increases equal to or greater than 0.01 foot may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines

and water surface profiles, in accordance with Section 9.09.

Note: This section refers to obstructions or increases in base flood elevations as shown on the officially adopted FIRM or other adopted map. Any such alterations must be reviewed and approved by FEMA and the DNR.

(b) Watercourse alterations. No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the Zoning Administrator has notified in writing all adjacent municipalities, the Department and FEMA regional offices and required the applicant to secure all necessary state and federal permits. The flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation, the Zoning Administrator shall notify FEMA of the changes by submitting appropriate technical or scientific data in accordance with NFIP guidelines that shall be used to revise the FIRM, risk premium rates and floodplain management regulations as required.

(c) Wis. Stat. chs. 30 and 31, Development. Development which requires a permit from the Department, under chs. 30 and 31, Wis. Stats., such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodway lines, water surface profiles, BFE's established in the FIS, or other data from the officially adopted FIRM, or other floodplain zoning maps or the floodplain zoning ordinance are made according to Section 9.09.

(d) Public or private campgrounds. Public or private campgrounds shall not have a high flood damage potential and shall meet the following provisions:

1. The campground is approved by the Department of Health and Family Services.
2. The campground must be an approved use in the underlying general zoning district where proposed.
3. A land use permit for the campground is issued by the Zoning Administrator.
4. The character of the river system and the elevation of the campground is such that a

72-hour warning of an impending flood can be given to all campground occupants.

5. There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation.

6. This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. 5. to remain in compliance with all applicable regulations, including those of the Department of Health and Family Services and all other applicable regulations.

7. Only camping units are allowed.

8. The camping units may not occupy any site in the campground for more than 180 consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of 24 hours.

9. All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit for a period not to exceed 180 days and shall ensure compliance with all the provisions of this section.

10. The Zoning Administrator shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section.

11. All camping units that remain in place for more than 180 consecutive days must meet the applicable requirements in either section 9.04 or section 9.05 for the floodplain district in which the structure is located.

12. The campground shall have signs clearly posted at all entrances warning of the flood

hazard and the procedures for evacuation when a flood warning is issued.

13. All service facilities, including but not limited to refuse collection, electrical service, natural gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

9.04 Floodway District (FW).

(1) **Applicability.** This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to Section 9.06(4).

(2) **Permitted Uses.** The following open space uses are allowed in the floodway district and the floodway areas of the general floodplain district, if:

(i) They are not prohibited by any other ordinance;

(ii) They meet the standards in Section 9.04(3) and 9.04(4);

(iii) All permits or certificates have been issued according to Section 9.08(1):

a. Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture and wild crop harvesting.

b. Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.

c. Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of Section 9.04(3)(d).

d. Uses or structures accessory to open space uses, or classified as historic structures that comply with Sections 9.04(3) and 9.04(4).

e. Extraction of sand, gravel or other materials that comply with Section 9.04(3)(d).

f. Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.

g. Public utilities, streets and bridges that comply with Section 9.04(3)(c).

(3) Standards for developments in floodway areas.

(a) General.

1. Any development in floodway areas shall comply with Section 9.03(14) and not have a high flood damage potential.

2. Applicants shall provide the following data to determine the effects of the proposal according to Section 9.03(14)(a):

a. A cross-section elevation view of the proposal, perpendicular to the watercourse, showing if the proposed development will obstruct flow; or

b. An analysis calculating the effects of this proposal on regional flood height.

3. The Zoning Administrator shall deny the permit application if the project will increase flood elevations upstream or downstream 0.01 foot or more, based on the data submitted for par. 2. above.

(b) **Structures.** Structures accessory to permanent open space uses or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

1. The structure is not designed for human habitation and does not have a high flood damage potential.

2. It must be anchored to resist flotation, collapse, and lateral movement;

3. Mechanical and utility equipment must be elevated or floodproofed to or above the regional flood elevation;

4. It must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood; and

(c) **Public utilities, streets and bridges.** Public utilities, streets and bridges may be allowed by permit, if:

1. Adequate floodproofing measures are provided to the flood protection elevation; and

2. Construction meets the development standards of Section 9.03(14)(a).

(d) **Fills or deposition of materials.** Fills or deposition of materials may be allowed by permit, if:

1. The requirements of Section 9.03(14)(a) are met;

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2. No material is deposited in the navigable channel unless a permit is issued by the Department pursuant to Wis. Stat. ch. 30, and a permit pursuant to Section 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and the other requirements of this section are met;

3. The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and

4. The fill is not classified as a solid or hazardous material.

(4) Prohibited uses. All uses not listed as permitted uses in Section 9.04(2) are prohibited, including the following uses:

(a) Habitable structures, structures with high flood damage potential, or those not associated with permanent open space uses;

(b) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;

(c) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;

(d) Any private or public sewage systems, except for a replacement holding tank. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances and Wis. Adm. Code ch. COMM 83. Portable latrines are also exempt, that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Wis. Adm. Code ch. COMM 83.

(e) Any public or private wells which are used to obtain potable water, except any replacement, repair or maintenance of an existing well along with those wells used for recreational areas that meet the requirements of local ordinances and Wis. Adm. Code chs. NR 811 and NR 812.

(f) Any solid or hazardous waste disposal sites;

(g) Any wastewater treatment ponds or facilities, except those permitted under Wis. Adm. Code ch. NR 110.15(3)(b);

(h) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

(i) Campgrounds.

9.05 Floodfringe district (FF).

(1) Applicability. This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to Section 9.06(4).

(2) Permitted uses. Any structure, land use, or development is allowed in the floodfringe district if the standards in Section 9.05(3) are met, the use is not prohibited by this or any other ordinance or regulation and all permits or certificates specified in Section 9.08(1) have been issued.

(3) Standards for development in floodfringe areas.

(a) Residential uses. Any habitable structure, including a manufactured home, which is to be erected, constructed, reconstructed, altered, or moved into the floodfringe area, shall meet or exceed the following standards;

1. The elevation of the lowest floor, excluding the basement or crawlway, shall be at or above the flood protection elevation on fill. The fill shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. The Department may authorize other floodproofing measures if the elevations of existing streets or sewer lines makes compliance with the fill standards impractical;

2. The basement or crawlway floor may be placed at the regional flood elevation if it is floodproofed to the flood protection elevation. No basement or crawlway floor is allowed below the regional flood elevation;

3. Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in par. 4. below.

4. In developments where existing street or sewer line elevations make compliance with par. 3. impractical, the County may permit

new development and substantial improvements where access roads are at or below the regional flood elevation, if:

a. The County has written assurance from police, fire and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or

b. The County has a Natural Disaster Plan approved by Wisconsin Emergency Management and the Department.

(b) Accessory structures or uses.

1. Except as provided in par. 2., an accessory structure which is not connected to a principal structure may be constructed with its lowest floor at or above the regional flood elevation.

2. An accessory structure which is not connected to the principal structure and which is less than 600 square feet in size and valued at less than \$10,000 may be constructed with its lowest floor no more than two feet below the regional flood elevation if it meets all of the provisions of Sections 9.04(3)(b)1.,2.,3. and 4. and 9.05(3)(f) below.

(c) Commercial uses. Any commercial structure which is erected, altered or moved into the floodfringe area shall meet the requirements of Section 9.05(3)(a). Subject to the requirements of sub. (f), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(d) Manufacturing and industrial uses. Any manufacturing or industrial structure which is erected, altered or moved into the floodfringe area shall be protected to the flood protection elevation using fill, levees, floodwalls, or other flood proofing measures in Section 9.08(5). Subject to the requirements of sub. (f), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(e) Storage of materials. Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with Section 9.08(5). Adequate measures shall be taken to ensure that

such materials will not enter the water body during flooding.

(f) Public utilities, streets and bridges. All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

1. When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction of and substantial improvements to such facilities may only be permitted if they are floodproofed in compliance with Section 9.08(5) to the flood protection elevation;

2. Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

(g) Sewage systems. All on-site sewage disposal systems shall be floodproofed, pursuant to Section 9.08(5), to the flood protection elevation and shall meet the provisions of all local ordinances and Wis. Adm. Code ch. COMM 83.

(h) Wells. All wells shall be floodproofed, pursuant to Section 9.08(5), to the flood protection elevation and shall meet the provisions of Wis. Adm. Code chs. NR 811 and NR 812.

(i) Solid waste disposal sites. Disposal of solid or hazardous waste is prohibited in floodfringe areas.

(j) Deposition of materials. Any deposited material must meet all the provisions of this ordinance.

(k) Manufactured homes.

1. Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.

2. In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:

a. Have the lowest floor elevated to the flood protection elevation; and

b. Be anchored so they do not float, collapse or move laterally during a flood

3. Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in Section 9.05(3)(a).

(l) Mobile recreational vehicles. All mobile recreational vehicles that are on site for 180 consecutive days or more or are not fully licensed and ready for highway use shall meet the elevation and anchoring requirements in Section 9.05(3)(k)2. and 3. A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

(m) Campgrounds. See Section 9.03(14)(d) of this Ordinance.

9.06 General Floodplain District (GFP). (Zone A on FIRM Map)

(1) Applicability. The provisions for this district shall apply to all floodplains for which flood profiles are not available or where flood profiles are available but floodways have not been delineated. Floodway and floodfringe districts shall be delineated when adequate data is available.

(2) Permitted uses. Pursuant to Section 9.06(4), it shall be determined whether the proposed use is located within a floodway or floodfringe area.

(a) Those uses permitted in floodway (Section 9.04(2)) and floodfringe areas (Section 9.05(2)) are allowed within the general floodplain district, according to the standards of Section 9.06(3), provided that all permits or certificates required under Section 9.08(1) have been issued.

(3) Standards for development in the general floodplain district. Section 9.04 applies to floodway areas, Section 9.05 applies to floodfringe areas. The rest of this ordinance applies to either district.

(4) Determining floodway and floodfringe limits. Upon receiving an application for development within the general floodplain district, the Zoning Administrator shall:

(a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures;

(b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries:

1. A typical valley cross section showing the stream channel, the floodplain adjoining each side of the channel, the cross sectional area to be occupied by the proposed development, and all historic highwater information;

2. A plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information;

3. Profile showing the slope of the bottom of the channel or flow line of the stream;

4. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

(c) Transmit one copy of the information described in pars. (1) and (2) to the Department Regional office along with a written request for technical assistance to establish regional flood elevations and, where applicable, floodway data. Where the provisions of Section 9.08(1)(b)3. apply, the applicant shall provide all required information and computations to delineate floodway boundaries and the effects of the project on flood elevations.

9.07 Nonconforming Uses.**(1) General.**

(a) Applicability. If these standards conform with Wis. Stat. § 59.69(10), they shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto.

(b) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:

1. No structural modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any structural alteration, addition, structural modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Ordinary maintenance repairs are not considered an extension, modification or addition; these include painting, decorating, paneling and the replacement of doors, windows and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Ordinary maintenance repairs do not include any costs associated with the repair of a damaged structure.

For the purposes of this section, the construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification or addition. However, a deck is considered a structure and will require a landuse permit from the Zoning Agency). The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

2. If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;

3. No modification or addition to any nonconforming structure or any structure with a

nonconforming use, which over the life of the structure would exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with Section 9.05(3)(a). The costs of elevating a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;

4.a. Except as provided in subd. 2 above., if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition exceeds 50% of the structure's present equalized assessed value.

b. For nonconforming buildings that are damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building may be permitted in order to restore it after the nonflood disaster, provided that the nonconforming building will meet all of the minimum requirements under 44 CFR Part 60 (FEMA Floodplain Regulations), or under the regulations promulgated thereunder.

6. A nonconforming historic structure may be altered if the alteration will not preclude the structures continued designation as a historic structure, the alteration will comply with Section 9.04(3)(a), flood resistant materials are used, and construction practices and floodproofing methods that comply with Section 9.08(5).

(2) Floodway areas.

(a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in a floodway area, unless such modification or addition:

1. Has been granted a permit or variance which meets all ordinance requirements;

2. Meets the requirements of Section 9.07(1);

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3. Will not increase the obstruction to flood flows or regional flood height;

4. Any addition to the existing structure shall be floodproofed, pursuant to Section 9.08(5), by means other than the use of fill, to the flood protection elevation;

5. Mechanical and utility equipment must be elevated or floodproofed to or above the regional flood elevation;

6. It must not obstruct the flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood; and

7. Its use must be limited to parking and/or limited storage.

(b) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where a replacement holding tank system has been ordered by a government agency to correct a hazard to public health, shall be allowed in a floodway area. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of ch. 25 Sauk County Code of Ordinances and Wis. Adm. Code ch. COMM 83.

(c) No new well or modification to an existing well used to obtain potable water shall be allowed in a floodway area. Any replacement, repair or maintenance of an existing well in a floodway area shall meet the applicable requirements of all municipal ordinances and Wis. Adm. Code chs. NR 811 and NR 812.

(3) Floodfringe areas.

(a) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the Zoning Administrator and the modification or addition shall be placed on fill or floodproofed to the flood protection elevation in compliance with the standards for that particular use in Section 9.05(3), except where Section 9.07(3)(b) is applicable.

(b) Where compliance with the provisions of par. (a) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment, using the procedures established in

Section 9.08(3), may grant a variance from those provisions of par. (a) for modifications or additions, using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:

1. No floor is allowed below the regional flood elevation for residential or commercial structures;

2. Human lives are not endangered;

3. Public facilities, such as water or sewer, will not be installed;

4. Flood depths will not exceed two feet;

5. The structure will not be used for storage of materials as described in Section 9.05(3)(f).

(c) If neither the provisions of par. (a) or (b) above can be met, one addition to an existing room in a nonconforming building or a building with a nonconforming use may be allowed in the floodfringe, if the addition:

1. Meets all other regulations and will be granted by permit or variance;

2. Does not exceed 60 square feet in area; and

3. In combination with other previous modifications or additions to the building, does not exceed 50% of the present equalized assessed value of the building.

(d) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of ch. 25 Sauk County Code of Ordinances and Wis. Adm. Code ch. COMM 83.

(e) All new wells, or addition to, replacement, repair or maintenance of a well shall meet the applicable provisions of this ordinance and Wis. Adm. Code ch. NR 811 and NR 812.

9.08 Administration. The Zoning Administrator, Planning, Zoning & Land Records Committee or Board of Adjustment shall administer this ordinance.

(1) Zoning Administrator.

(a) The Zoning Administrator is authorized to administer this ordinance and shall have the following duties and powers:

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1. Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
2. Issue permits and inspect properties for compliance with provisions of this ordinance.
3. Inspect all damaged floodplain structures and perform a substantial damage assessment to determine if substantial damage to the structures has occurred.
4. Keep records of all official actions such as:
 - a. All permits issued, inspections made, and work approved;
 - b. Documentation of certified lowest floor and regional flood elevations for floodplain development;
 - c. Records of water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
 - d. All substantial damage assessment reports for floodplain structures.
5. Submit copies of the following items to the Department Regional office:
 - a. Within 10 days of the decision being signed and filed in the Department of Planning & Zoning, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
 - b. Copies of any case by case analyses, and any other information required by the Department including an annual summary of the number and types of floodplain zoning actions taken.
 - c. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
6. Investigate, prepare reports, and report violations of this ordinance to the Agency and Corporation Counsel for prosecution. Copies of the reports shall also be sent to the Department Regional Office.
7. Submit copies of text and map amendments and biennial reports to the FEMA Regional office.
 - (b) Land use permit. A land use permit shall be obtained before any new development, structural alteration, or any structural repair, or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the Zoning Administrator shall be made on a form furnished by the Department of Planning & Zoning and shall include the following:
 1. General information.
 - a. Name and address of the applicant, property owner and contractor;
 - b. Legal description, proposed use, and whether it is new construction, new development, or a modification of an existing structure;
 2. Site development plan. A site plan drawn to scale shall be submitted with the permit application form and shall contain:
 - a. Location, dimensions, area and elevation of the lot;
 - b. Location of the ordinary highwater mark of any abutting navigable waterways;
 - c. Location of any structures with distances measured from the lot lines and street center lines;
 - d. Location of any existing or proposed on-site sewage systems or private water supply systems;
 - e. Location and elevation of existing or future access roads;
 - f. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
 - g. The elevation of the lowest floor of proposed buildings and any fill using National Geodetic and Vertical Datum (NGVD);
 - h. Data sufficient to determine the regional flood elevation in NGVD at the location of the development and to determine whether or not the requirements of Section 9.04 or 9.05 are met; and
 - i. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to Section 9.03(14)(a). This may include any of the information noted in Section 9.04(3)(a).
 3. Data requirements to analyze developments.
 - a. The applicant shall provide all survey data and computations required to show the

SAUK COUNTY FLOODPLAIN ZONING ORDINANCE

effects of the project on flood heights, velocities and floodplain storage, for all subdivision proposals, as "subdivision" is defined in Wis. Stat. § 236, and other proposed developments exceeding 5 acres in area or where the estimated cost exceeds \$125,000. The applicant shall provide:

i. An analysis of the effect of the development on the regional flood profile, velocity of flow and floodplain storage capacity;

ii. A map showing location and details of vehicular access to lands outside the floodplain; and

iii. A surface drainage plan showing how flood damage will be minimized.

iv. The estimated cost of the proposal shall include all structural development, landscaping, access and road development, utilities, and other pertinent items, but need not include land costs.

4. Expiration. All permits issued under the authority of this ordinance shall expire two years after issuance.

(c) Other permits. The applicant must secure all necessary permits from federal, state, and local agencies, including those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

(2) Agency.

(a) The Sauk County Planning, Zoning, and Land Records Committee shall:

1. Oversee the functions of the office of the Zoning Administrator; and

2. Review and advise the Sauk County Board of Supervisors on all proposed amendments to this ordinance, maps and text.

(b) This Agency shall not:

1. Grant variances to the terms of the ordinance in place of action by the Board of Adjustment; or

2. Amend the text or zoning maps in place of official action by the Governing body.

(3) Board of Adjustment. The Board of Adjustment, created under Wis. Stat. § 59.694, is hereby authorized to act.

(a) Powers and duties of the Board of Adjustment shall include the following:

1. Appeals. Hear and decide appeals where it is alleged there is an error in any order,

requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance.

2. Boundary Disputes. Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map.

3. Variances. Hear and decide, upon appeal, variances from the ordinance standards.

(b) Appeals to the board.

1. Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the Zoning Administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the Board all records regarding the matter appealed.

2. Notice and hearing for appeals including variances.

a. Notice. The board shall:

i. Fix a reasonable time for the hearing;

ii. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place and subject of the hearing;

iii. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

b. Hearing. Any party may appear in person or by agent. The board shall:

i. Resolve boundary disputes according to Section 9.08(3)(c).

ii. Decide variance applications according to Section 9.08(3)(d).

iii. Decide appeals of permit denials according to Section 9.08(4).

3. Decision. The final decision regarding the appeal or variance application shall:

a. Be made within a reasonable time;

b. Be sent to the Department Regional Office within 10 days of the decision being signed and filed in the Department of Planning & Zoning;

c. Be a written determination signed by the chairman or secretary of the Board;

d. State the specific facts which are the basis for the Board's decision;

e. Either affirm, reverse, vary or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application;

f. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

(c) Boundary disputes. The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

1. If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary. If none exist, other evidence may be examined.

2. In all cases, the person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board.

3. If the boundary is incorrectly mapped, the Board should inform the Agency or the person contesting the boundary location to petition the governing body for a map amendment according to Section 9.09.

(d) Variance.

1. The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:

a. Literal enforcement of the ordinance provisions will cause unnecessary hardship;

b. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;

c. The variance is not contrary to the public interest; and

d. The variance is consistent with the purpose of this ordinance in Section 9.01(3).

2. In addition to the criteria in par. 1., to qualify for a variance under FEMA regulations, the following criteria must be met:

a. The variance may not cause any increase in the regional flood elevation;

b. Variances can only be granted for lots that are less than one-half acre and are contiguous to existing structures constructed below the RFE;

c. Variances shall only be granted upon a showing of good and sufficient cause, shall be the minimum relief necessary, shall not cause increased risks to public safety or nuisances, shall not increase costs for rescue and relief efforts and shall not be contrary to the purpose of the ordinance.

3. A variance shall not:

a. Grant, extend or increase any use prohibited in the zoning district.

b. Be granted for a hardship based solely on an economic gain or loss.

c. Be granted for a hardship which is self-created.

d. Damage the rights or property values of other persons in the area.

e. Allow actions without the amendments to this ordinance or map(s) required in Section 9.09(1).

f. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

4. When a floodplain variance is granted the Board shall notify the applicant in writing that it may increase flood insurance premiums and risks to life and property. A copy shall be maintained with the variance record.

(e) Review appeals of permit denials.

1. The Board of Adjustment shall review all data related to the appeal. This may include:

a. Permit application data listed in Section 9.08(1)(b).

b. Floodway/floodfringe determination data in Section 9.06(4).

c. Data listed in Section 9.04(3)(a)2. where the applicant has not submitted this information to the Zoning Administrator.

d. Other data submitted with the application, or submitted to the Board with the appeal.

2. For appeals of all denied permits the Board shall:

- a. Follow the procedures of Section 9.08(3);
 - b. Consider zoning agency recommendations; and
 - c. Either uphold the denial or grant the appeal.
3. For appeals concerning increases in regional flood elevation the Board shall:
 - a. Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases equal to or greater than 0.01 foot may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners.
 - b. Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase equal to or greater than 0.01 foot provided no other reasons for denial exist.
- (4) Floodproofing.**
- (a) No permit or variance shall be issued until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to the flood protection elevation.
 - (b) Floodproofing measures shall be designed to:
 1. Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
 2. Protect structures to the flood protection elevation;
 3. Anchor structures to foundations to resist flotation and lateral movement; and
 4. Insure that structural walls and floors are watertight to the flood protection elevation, and the interior remains completely dry during flooding without human intervention.
 - (c) Floodproofing measures could include:
 1. Reinforcing walls and floors to resist rupture or collapse caused by water pressure or floating debris.
 2. Adding mass or weight to prevent flotation.
 3. Placing essential utilities above the flood protection elevation.

4. Installing surface or subsurface drainage systems to relieve foundation wall and basement floor pressures.
 5. Constructing water supply wells and waster treatment systems to prevent the entry of flood waters.
 6. Putting cutoff valves on sewer lines or eliminating gravity flow basement drains.
- (5) Public information.**
- (a) Where useful, marks on bridges or buildings or other markers may be set to show the depth of inundation during the regional flood at appropriate locations within the floodplain.
 - (b) All available information in the form of maps, engineering data and regulations shall be readily available and should be widely distributed.
 - (c) All legal descriptions of property in the floodplain should include information relative to the floodplain zoning classification when such property is transferred.
- 9.09 Amendments.**
- (1) General.** The Sauk County Board of Supervisors may change or supplement the floodplain zoning district boundaries and this ordinance in the manner provided by law. Actions which require an amendment include, but are not limited to, the following:
- (a) Any change to the official floodplain zoning map, including the floodway line or boundary of any floodplain area.
 - (b) Correction of discrepancies between the water surface profiles and floodplain zoning maps.
 - (c) Any fill in the floodplain which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain.
 - (d) Any fill or floodplain encroachment that obstructs flow, increasing regional flood height 0.01 foot or more.
 - (e) Any upgrade to a floodplain zoning ordinance text required by Wis. Adm. Code ch. NR 116.05, or otherwise required by law, or for changes by the County.
 - (f) All channel relocations and changes to the maps to alter floodway lines or to

**SAUK COUNTY FLOODPLAIN
ZONING ORDINANCE**

remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

Note: Consult the FEMA web site - www.fema.gov - for the map change fee schedule.

(2) Procedures. Ordinance amendments may be made upon petition of any interested party according to the provisions of Wis. Stat. § 62.23, for cities and villages, or Wis. Stat. § 59.69, for counties. Such petitions shall include all necessary data required by Wis. Stat. § 9.06(4) and 9.08(1)(b).

(a) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the Sauk County Board of Supervisors. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of Wis. Stat. § 59.69.

(b) No amendments shall become effective until reviewed and approved by the Department.

(c) All persons petitioning for a map amendment that obstructs flow, increasing regional flood height 0.01 foot or more, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

(d) For amendments in areas with no water surface profiles, the zoning agency or board shall consider data submitted by the Department, the Zoning Administrator's visual on-site inspections and other available information (See § 9.03(4) of this chapter).

9.10 Enforcement and penalties.

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the Sauk County Corporation Counsel for prosecution. A violator shall, upon conviction, forfeit to Sauk County a penalty of not less than \$100.00 and not more than \$1,000.00 together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance and the creation and existence of

said nuisance may be enjoined and the maintenance may be abated by action at suit of the County, the state, or any citizen thereof pursuant to Wis. Stat. § 87.30.

As adopted by the Sauk County Board of Supervisors on January 21, 1992, by Ordinance 7-92, and effective upon approval by the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency pursuant to 59.971(6) & 87.30(1)(b), Stats., January 30, 1992. Amended by the Sauk County Board of Supervisors on April 17, 2001 - Ordinance No. 12-01. Amended by the Sauk County Board of Supervisors on December 16, 2003 - Ordinance Nos. 162-2003 and 163-2003. Repealed and recreated by the Sauk County Board of Supervisors on _____, 2007 - Ordinance No. ____-07.

2007 DEVELOPMENT APPLICATION
Sauk County Office of Planning and Zoning
505 Broadway Street - Sauk County West Square Building
Baraboo, Wisconsin 53913
(608) 355-3285

Petition # 20-07

RECEIVED

NOV 15 2007

SAUK COUNTY CLERK
BARABOO, WISCONSIN

Instructions:

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat Rezoning Development Plan Zoning Text Change

ZONING: CURRENT: Ch. 7.14(3)(d)4 - Currently exempts farm buildings from a County permit.
PROPOSED: Ch. 7.14(3)(d)4 - Remove the exemption for farm buildings - then require a County permit.

NAME OF SUBDIVISION (if applicable) _____

PROJECT _____

LOCATION Sauk County

TOWNSHIP _____

PROPERTY OWNER n/a

COPY

APPLICANT Sauk County Planning & Zoning

PHONE _____

NUMBER 608-355-3285

MAILING _____

ADDRESS West Square Building, 505 Broadway, Baraboo, WI 53913

SIGNATURE OF APPLICANT Mark Steward

DATE 11/15/2007

Fee Paid n/a

Receipt # n/a (Credit Account # 10063-444240)

c: Corporation Counsel's Office
Planning and Zoning Office
County Clerk - For reporting at the next County Board of Supervisors meeting Y/N
County Supervisor P&Z COMMITTEE MEMBERS all

TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)

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

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

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

** Other items which the staff may require.

APPLICATION DEADLINE

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

APPLICATION DEADLINE DATE

**PLANNING, ZONING & LAND RECORDS COMMITTEE
MEETING DATE**

December 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.

PROJECT FACTS

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

Name of Subdivision (if applicable) _____

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

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	_____	_____
North	_____	_____
South	_____	_____
East	_____	_____
West	_____	_____

JUSTIFICATION STATEMENT

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

1. General description of the request.

Currently, in Sauk County permanent farm buildings, except farm houses, are exempt from a County permit. The proposal is to remove that exemption and require a permit for all farm buildings.

2. Related background information on the project and site.

Sauk County Planning and Zoning have come across numerous violations of setbacks and buildings constructed in floodplains and wetlands throughout the years and these projects did not have a permit because they were not required to obtain a County permit. In some case the property owner obtained a Town permit. Enforcement action commenced and structures were moved, removed or received variance approval from the Board of Adjustment. In order to better track these buildings and projects, the Planning & Zoning Department is proposing to remove the exemption from permits for permanent farm buildings. The plan would be to require a permit and collect a fee of \$50.

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

4

To better prevent violations and enforcement action on non-permitted structures, it is in the best interest of the farmer, Town and County to require a permit for permanent farm buildings. The fee will be nominal, only \$50. The Planning & Zoning Department will be able to better track these projects and have the ability to verify the setbacks and physiography, in the hopes of preventing violations.

SITE/PLOT PLAN

Submit the following plan(s):

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

SURVEY/PLAT

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

OTHER INFORMATION

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

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

SAUK COUNTY PLANNING AND ZONING
OWNER'S CONSENT FORM

5

_____ N/A _____, the sole owner of record of the
Owner's Name
property legally described as:

states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of Planning and Zoning submitted by _____ **Mark Steward** _____, on behalf
Agent/Representative
of _____ **Planning & Zoning** _____ and expressly consents to the use of the
Applicant/Owner's Name
subject property for the purpose _____ **Zoning Text Change** _____ described in the
Type of Request
application and expressly consents to all conditions which may be agreed to for the application which may be imposed by the Planning, Zoning and Land Records Committee and Sauk County Board of Supervisors. I will permit representatives from the Sauk County Department of Planning and Zoning to access my property at any time for a "site visit" before the public hearing is conducted.

By _____
Owner's Name

7.14(3)

called for on the application or may be necessary to provide for the enforcement of this ordinance.

(c) The term "building" as used in this section shall include any building, structure or use of land which is governed by the requirements of this ordinance, and any substantial alteration in the heating plant, sanitary facilities or mechanical equipment of any such building which would effect a change in its use.

(d) No County permit shall be required for any of the following cases, however, town building permits may be required:

1. For any accessory building costing one thousand dollars (\$1,000) or less, provided such building conforms to all the setback, yard and open space requirements of this ordinance.

2. For any improvements or alterations to an existing building in the amount of one thousand dollars (\$1,000) or less which shall not effect a change in the use nor encroach upon any yard or open space.

3. For any maintenance repairs regardless of costs.

~~4. For permanent farm buildings, except farm houses.~~

4.5: Structures not for human habitation which are not permanently fixed to the ground and are readily removable in their entirety with a value of one thousand dollars (\$1,000) or less.

(e) A building permit shall lapse and become void unless the separations described in the permit are commenced within one (1) year from the date of issue of such permit.

(4) Certificate of occupancy.

(a) No vacant land shall be occupied or used and no building or structure hereafter erected, altered or moved shall be occupied or used until a certificate of occupancy shall have been issued by the building inspector. Such certificate of occupancy shall be applied for coincident with the application for a building permit and shall be issued within ten (10) days after the erection, alteration, repair or moving of such building shall have been completed in conformity with the provisions of this ordinance and in conformity with the statements of the application for a building permit.

(b) Under such rules and regulations as may be established by the County Board, the building inspector may issue a temporary certificate of occupancy for part of a building.

(c) Upon written request from the owner, the building inspector shall issue a certificate of occupancy for any building or premises existing at the time of the adoption of this ordinance, certifying after inspection, the extent and kind of use made of the building or premises and whether or not such use conforms to the provisions of this ordinance.

(5) Fees. Fees shall be reviewed annually by the Sauk County Board of Supervisors and a fee schedule adopted by resolution.

7.15 Boundaries of Districts. In unsubdivided property, unless otherwise indicated on the map, the district boundary lines are the center lines of streets, highways, railroads, section lines, quarter section lines, quarter-quarter section lines or such lines extended. Where not otherwise indicated on the map, it is intended that the district boundary line be measured at right angles to the nearest highway right-of-way lines and be not less than 300 feet in depth, provided, however, that wherever a Commercial District is indicated on the district map as a strip paralleling the highway, the depth of such strip shall be 300 feet measured at right angles to the right-of-way line of the street or highway to which it is adjacent, unless a different depth is shown on the map. The length of each such strip shall be as shown on the map. When such Commercial District is located at the intersection of streets or highways, the length shall be measured from the intersection of each street or highway right-of-way line included in such district.

7.16 Interpretation and Application. It is not intended by this ordinance to interfere with, abrogate or annul any existing easements, covenants, or other agreements between parties, nor is it in any way to impair or interfere with any existing provisions of law or ordinance or any rules, regulations or permits previously adopted or issued, or which shall be adopted or issued pursuant to law, relating to the use of buildings or premises provided, however, that where this ordinance imposes a greater restriction upon the

2007 DEVELOPMENT APPLICATION
 Sauk County Office of Planning and Zoning
 505 Broadway Street - Sauk County West Square Building
 Baraboo, Wisconsin 53913
 (608) 355-3285

Petition # 1-2008
 RECEIVED

DEC 10 2007

SAUK COUNTY CLERK
 BARABOO, WISCONSIN

Instructions:

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat Rezoning Development Plan Zoning Text Change
 ZONING: Conservancy-35
 CURRENT Resource Conservation PROPOSED Agricultural

NAME OF SUBDIVISION (if applicable) _____

PROJECT LOCATION See application booklet

TOWNSHIP Baraboo

PROPERTY OWNER Patrick Terry, Joseph & James Terry, David Brennan

APPLICANT Gasser/Milestone Materials
Gasser/milestone

PHONE NUMBER 608-783-6411

MAILING ADDRESS 920 10th Ave North

Onalaska WI 54650

SIGNATURE OF APPLICANT John D. Montgomerie DATE 12-10-07

Fee Paid \$500.00

Receipt # 27958 (Credit Account # 10063-444240)

COPY

c: Corporation Counsel's Office
 Planning and Zoning Office
 County Clerk - For reporting at the next County Board of Supervisors meeting Y/N
 County Supervisor Alexander #27

TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
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** Other items which the staff may require.

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April 24, 2007
May 22, 2007
June 26, 2007
July 24, 2007
August 28, 2007
September 25, 2007
October 23, 2007
November 27, 2007

APPLICATION FEE

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PROJECT FACTS

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Name of Subdivision (if applicable) _____

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

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	_____	_____
North	_____	_____
South	_____	_____
East	_____	_____
West	_____	_____

JUSTIFICATION STATEMENT

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

1. General description of the request.

Rezzone to allow development of a
aggregate extraction site (Quarry)

2. Related background information on the project and site.

Currently site is in crops and hay ground
with some trees in the rocky areas.

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

4

Develop a natural resource existing on the site

SITE/PLOT PLAN

Submit the following plan(s):

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

SURVEY/PLAT

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

OTHER INFORMATION

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

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3. Subdivisions/Rezoning - Submit a complete metes and bounds legal description.

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

PATRICK TERRY the sole owner of record of the
Owner's Name
property legally described as:

TAX ID # 2007 002 0613 - 00000
2007 002 0614 - 00000

states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of Planning and Zoning submitted by JOHN MONTGOMERY on behalf of GASSER / MILESTONE MATERIALS and expressly consents to the use of the subject property for the purpose REZONING & SPECIAL EXCEPTION PERMIT described in the application and expressly consents to all conditions which may be agreed to for the application which may be imposed by the Planning, Zoning and Land Records Committee and Sauk County Board of Supervisors. I will permit representatives from the Sauk County Department of Planning and Zoning to access my property at any time for a "site visit" before the public hearing is conducted.

By Patrick L. Terry
Owner's Name

s:\planning\forms\development application 2007.lwp

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

5

JOSEPH & JAMES TERRY the sole owner of record of the
Owner's Name

property legally described as:

2007-002-0609-00000
2007-002-0626-00000

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

of GASSER/MILESTONE MATERIALS and expressly consents to the use of the
Applicant/Owner's Name

subject property for the purpose REZONING & SPECIAL EXCEPTION PERMIT described in the
Type of Request

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

By James E. Terry Joseph F. Terry
Owner's Name

SAUK COUNTY PLANNING AND ZONING
OWNER'S CONSENT FORM

DAVID BRENNAN
Owner's Name, the sole owner of record of the

property legally described as:

2007 002 0616-00000
2007 002 0615-00000

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

of GASSER/MILESTONE MATERIALS and expressly consents to the use of the
Applicant/Owner's Name

subject property for the purpose REZONING & SPECIAL EXCEPTION PERMIT described in the
Type of Request

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

By David J Brennan
Owner's Name

RESOLUTION NO. B2-07

APPROVING DARK FIBER LEASE AGREEMENT WITH MERRIMAC COMMUNICATIONS LTD.

WHEREAS, the Merrimac Communications Ltd. has requested to lease dark fiber on the County owned fiber optic cable loop; and,

WHEREAS, the Communications Infrastructure Committee has previously approved a 90 day license to begin work on the connections to the fiber while a fiber lease could be completed; and,

WHEREAS, A Dark Fiber lease Agreement has been developed between Sauk County and Merrimac Communications Ltd.; and,

WHEREAS, the Communications Infrastructure Committee has reviewed and accepted the agreement and feels it is in the best interest to approve this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that the Dark Fiber Lease Agreement attached hereto as an Appendix between Sauk County and Merrimac Communications Ltd. is hereby approved.

For consideration by the Sauk County Board of Supervisors on December 18th, 2007.

Submitted by:

SAUK COUNTY COMMUNICATIONS INFRASTRUCTURE

COPY

Tommy Lee Bychinski
Tommy Lee Bychinski, Chair

Robert Sinklair

Virgil Hartje
Virgil Hartje

Don Stevens

Charles Montgomery
Charles Montgomery

Fiscal Note: Assuming the lease is renewed and is continued as is for the full 20 years, Sauk County will receive revenues totaling \$27,707.83. *CMH*

Information System Note: No information Systems impact.

COPY

DARK FIBER LEASE AGREEMENT

THIS DARK FIBER LEASE AGREEMENT ("Agreement") is dated as of November 19th, 2007, by and between Sauk County, a political subdivision of the State of Wisconsin, ("County") and, a Wisconsin corporation ("Lessee" or "_____").

For the fees described within this agreement, the parties hereto agree as follows:

1. Dark Fiber.

County owns, operates on and maintains a 146.98 mile 96 strand fiber optic cable between the County Emergency Communication Towers. One buffer tube (buffer tube 7) has been set aside for splicing between tower sites, specifically, fiber strand numbers 73 through 84. For this lease the Lessee request to splice into the County fiber on LEG I, Sauk City Tower to Tower Road Tower, specifically from Leg I - vault 12 (CTH Z just east of Hwy 12) to Leg I - vault 6 (Old Bluff Trail just south of CTH PF). Total fiber distance between these vaults is 14,282 feet or 2.70 miles of dark fiber to be leased.

2. Effective Date.

This Agreement shall be effective on the date of full execution hereof ("*Effective Date*"). Beginning on the Effective Date and continuing until the end of the term as defined in Paragraph 3 below.

3. Term.

The term of Lessee's tenancy hereunder shall commence upon the effective date, as defined in Paragraph 2 above and shall continue in effect for a five-year Term unless otherwise terminated as provided herein. Lessee shall have the right to extend the term for three (3) successive five (5) year periods on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each five (5) year period unless either party of this agreement provides written notification to other of its intention not to renew no later than one hundred and twenty (120) days prior to commencement of the succeeding term.

4. Facilities; Access.

As part of this agreement the County will lease dark fiber to the lessee as noted in paragraph 1 above with the following conditions:

- (a) Lessee must adhere to Attachment F – Sauk County Fiber Lease Construction Guidelines.
- (b) All splicing and testing will be done by a Contractor selected by the County. The costs of the splicing and testing will be paid for by the Lessee as part of the set up fee. Test results will be made available to the Lessee.
- (c) The Lessee is responsible for notifying Diggers Hotline and waiting for a clear ticket before proceeding with an underground installation.
- (d) The Lessee is responsible for providing and installing the cable up to the vault location. The Lessee will not be allowed to enter the County's vault.

- (e) The Lessees cable entry into County vaults will be done by a Contractor selected by the County. Costs of the vault entry will be paid for by the Lessee as part of the set up fee.
- (f) The Lessee is responsible for providing all grounding as specified in Attachment F. If a locating pedestal is to be placed, its installation should coincide with the cable placement. The pedestal will be provided and placed by the Lessee and should not interfere with the opening and closing of the vault.
- (g) The Lessee will not be allowed into County vaults, splice closures or termination sites.
- (h) The Lessee will not be allowed to sublet any fibers under this lease.
- (i) Lessee will be responsible for insurance on all equipment and facilities installed by the Lessee at/near each vault. County will be listed as an additional insured on the Lessees policy and a certificate of insurance will be provided to the County.
- (j) Lessee must coordinate any removal with the County on or before the expiration or earlier termination of this Agreement in accordance to the terms specified within this Agreement.
- (k) Lessee shall be responsible to repair and restore the ground around the county vaults to its original shape. If the County determines that further repair is required to the vault locations, Lessee will be advised of repair needs and such repairs shall be completed within 30 days or the County shall make repairs to such damage and Lessee shall be responsible for payment of the reasonable cost of such repairs plus 5%.
- (l) Upon termination of this Agreement, the Lessee shall remove all equipment and facilities within 60 days of the date of termination and such removal shall be coordinated with the county. A restoration fee will be imposed to return the County fiber to its pre-splice condition; such fee will be based on a time and material basis plus 5% and shall be completed by a Contractor selected by the County.
- (m) County shall be responsible for any repairs and/or maintenance to the fiber being leased unless the need for such repairs and/or maintenance is due to Lessee's use of the fiber. County further agrees that it will maintain an agreement with Vanguard or other such utility locating agency.
- (n) In the event the Lessee desires to modify its connection with the county owned fiber, Lessee must first obtain the prior written approval of the County. Such approval shall not be unreasonably withheld, conditioned or delayed, but the County may impose reasonable conditions and restrictions to ensure that any additional changes do not interfere with the County's, or other Lessee's communications activities on the fiber. All costs associated with such changes shall be at the sole expense of the Lessee. This Agreement will be reviewed at the time of any such changes.

6. Fees.

For the Term of this agreement the County shall receive from the Lessee the monthly lease fee as defined within Attachment D of this Agreement. This fee will automatically increase annually on the effective date as noted within Attachment C. This lease fee may be paid either monthly or annually. There will be a one-time set-up fee and one time restoration fee as outlined within this agreement that will be billed based on a time and material basis plus 5% at the time that work is completed.

7. Outages.

- (a) County shall not be held responsible or be subject to any billing for outages on the fiber caused by any cuts, breakages or other such damage to the fiber optic cable that is out of the control of the county.
- (b) If the County has a planned relocations of its fiber optic cable for any reason that will cause an outage to the lessee, the county shall provide at least Seven (7) days notice prior to the start of any such relocation. If the relocation is of an emergency nature, the county will make notification as quickly as possible or within 24 hours. County will not be subject to any billing for outages associated with this relocation.

8. Taxes.

Lessee shall be responsible for any and all taxes assessed to its communication system and facilities.

9. Waiver of Lessee's Lien Rights.

Lessee waives any lien rights it may have concerning the County facilities, all of which are deemed County's personal property and not fixtures Lessee shall provide to the County lien waivers when necessary if they contract for the performance of any work or the delivery of any materials related to the fiber optic cable.

10. Termination.

This Agreement may be terminated without further liability with one hundred and twenty (120) days prior written notice as follows:

- (a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or by County if County is unable to occupy and utilize the premises due to an action uncontrolled by the County.
- (b) If at some point in the future, it becomes unnecessary or undesirable for the County to continue to operate and maintain the fiber optic cable, the County shall provide one hundred and twenty day notice of its intent to discontinue maintenance and operation of the fiber and terminate this agreement for convenience.

- (c) By the Sauk County Board of Supervisors if the Board passes a resolution terminating this agreement based upon a determination that it is necessary to terminate the contract for convenience.

11. Insurance.

- (a) Lessee, at Lessee's sole cost and expense, shall procure and maintain on the insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with county's use of the fiber optic cable, all as provided for herein.
- (b) The county shall be named as an additional insured on the Lessee policy. A certificate of insurance evidencing the coverage required by this paragraph shall be provided upon request. Lessee shall have the right to self insure any and all coverage's to the limits required.

12. Waiver of Subrogation.

Lessee and County release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the property or the premises or to the County facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessee and County shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessee nor County shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 11.

13. Liability and Indemnity.

Lessee and County shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the property. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

14. Assignment and Subletting.

Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the fiber optic cable without the prior written consent of the County; such consent shall not be unreasonably withheld. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Lessee's obligations herein. County may assign this Agreement, which assignment shall be evidenced by written notice to lessee within a reasonable period of time thereafter, provided that the assignee assumes all of County's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessee's Lien") above. This Agreement shall run with the

property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

15. Warranty of Title and Quiet Enjoyment.

County warrants that County owns the fiber optic cable in fee simple and has rights of access thereto and the fiber is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date.

16. Repairs.

Lessee shall repair any damage to the premises or property caused by the negligence or willful misconduct of Lessee. Upon expiration or termination hereof, Lessee shall repair the premises to substantially the condition in which it existed upon start of construction.

17. Miscellaneous.

- a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
- b) Both parties represent and warrant that their use of the fiber and their personal property attached to the fiber is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.
- c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Sauk County
510 Broadway
Baraboo, Wisconsin 53913
Attn: Timothy R. Stieve
Phone: (608) 355-3200

Merrimac Communications Ltd.
327 Palisade Street
Merrimac, Wisconsin 53561
Attn: Bart Olson
Phone: 608-493-9470

- f) Lessee or County may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

- g) This Agreement shall be governed by the laws of the State of Wisconsin.
- h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- i) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.
- j) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- k) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- l) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

SAUK COUNTY

MERRIMAC COMMUNICATIONS LTD.

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

(Tax ID #)

(Tax ID #)

**ATTACHMENT D
CALCULATION FOR MERRIMAC
DARK FIBER LEASE**

ITEM	DISTANCE	QUANTITY	MONTHLY FEE	MONTHLY LEASE PAYMENT	ANNUAL LEASE PAMENT
Dark Fiber - Splice	2.7	2	\$15.91	\$85.91	\$1,030.97
Dark Fiber - Splice	2.7	2	\$16.39	\$88.51	\$1,062.07
Dark Fiber - Splice	2.7	2	\$16.88	\$91.15	\$1,093.82
Dark Fiber - Splice	2.7	2	\$17.39	\$93.91	\$1,126.87
Dark Fiber - Splice	2.7	2	\$17.91	\$96.71	\$1,160.57
Dark Fiber - Splice	2.7	2	\$18.45	\$99.63	\$1,195.56
Dark Fiber - Splice	2.7	2	\$19.00	\$102.60	\$1,231.20
Dark Fiber - Splice	2.7	2	\$19.57	\$105.68	\$1,268.14
Dark Fiber - Splice	2.7	2	\$20.16	\$108.86	\$1,306.37
Dark Fiber - Splice	2.7	2	\$20.76	\$112.10	\$1,345.25
Dark Fiber - Splice	2.7	2	\$21.39	\$115.51	\$1,386.07
Dark Fiber - Splice	2.7	2	\$22.03	\$118.96	\$1,427.54
Dark Fiber - Splice	2.7	2	\$22.69	\$122.53	\$1,470.31
Dark Fiber - Splice	2.7	2	\$23.37	\$126.20	\$1,514.38
Dark Fiber - Splice	2.7	2	\$24.07	\$129.98	\$1,559.74
Dark Fiber - Splice	2.7	2	\$24.79	\$133.87	\$1,606.39
Dark Fiber - Splice	2.7	2	\$25.54	\$137.92	\$1,654.99
Dark Fiber - Splice	2.7	2	\$26.30	\$142.02	\$1,704.24
Dark Fiber - Splice	2.7	2	\$27.09	\$146.29	\$1,755.43
Dark Fiber - Splice	2.7	2	\$27.90	\$150.66	\$1,807.92
CONTRACT TOTAL					\$27,707.83

COPY

RESOLUTION NO. 139-07

APPROVING TOWER LEASE AGREEMENT WITH WISCONSIN POWER AND LIGHT COMPANY

WHEREAS, Wisconsin Power and Light Company has leased space on our old Spring Green Tower for many years; and,

WHEREAS, Wisconsin Power and Light Company has made changes at that site and requested an updated lease agreement; and,

WHEREAS, the attached lease was developed between Sauk County and Wisconsin Power and Light Company; and,

WHEREAS, the Communications Infrastructure Committee has reviewed and accepted the agreement and feels it is in the best interest to approve this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that the Tower Space Lease Agreement attached hereto as an Appendix between Sauk County and Wisconsin Power and Light Company is hereby approved.

For consideration by the Sauk County Board of Supervisors on December 18th, 2007.

Submitted by:

SAUK COUNTY COMMUNICATIONS INFRASTRUCTURE

Tommy Lee Bychinski, Chair

Robert Sinklair

Virgil Hartje

Don Stevens

Charles Montgomery

Fiscal Note: Assuming the lease is renewed and is continued as is for the full 6 years, Sauk County will receive revenues totaling \$13,964.64. *clh*

Information System Note: No information Systems impact.

COMMUNICATIONS TOWER SPACE LEASE AGREEMENT

THIS COMMUNICATIONS TOWER SPACE LEASE AGREEMENT ("Agreement") is dated as of January 1st, 2008, by and between Sauk County, a political subdivision of the State of Wisconsin, ("County") and Wisconsin Power and Light Company, a Wisconsin corporation ("Lessee" or "WPL").

For the fees described within this Agreement, the parties hereto agree as follows:

1. Tower Site.

County owns a one hundred forty (140) foot Communications Tower along with a communications building and associated facilities, which includes, but is not limited to, such things as the utilities entering the property, located on State Highway 23, in the Township of Spring Green, County of Sauk, State of Wisconsin, Attachment A (the "Tower Site).

2. Effective Date.

This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the end of the term as defined in Section 3 below, Lessee shall be permitted entry to the Tower Site for the purpose of placing and servicing the equipment as noted on Attachment B "Tower Co-Locations Application Form".

3. Term.

The term of Lessee's tenancy hereunder shall commence upon the Effective Date, as defined in Section 2 above and shall continue in effect for a three (3) year Term unless otherwise terminated as provided herein. Lessee shall have the right to extend the term for three (3) successive one (1) year periods on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each one (1) year period unless either party of this Agreement provides written notification to other of its intention not to renew no later than one hundred and twenty (120) days prior to commencement of the succeeding term.

4. Use.

From and after the Effective Date, the Tower Site may be used by Lessee for any lawful activity in connection with the operation of Lessee's communications equipment as noted within Attachment B of this Agreement. Lessee must provide copies to County of licenses for all communications equipment described within Attachment B that will be placed onto the Tower Site as part of this Agreement.

5. Facilities; Utilities; Access.

As part of this Agreement County will lease space within its communications shelter to Lessee, the amount of space is defined in Attachment D to this Agreement.

- (a) All work performed at the Tower Site shall be coordinated with County contact noted within this Agreement.

- (b) Lessee will be responsible for property insurance on its equipment and facilities installed at the Tower Site. Lessee shall have the right to self insure any and all coverage to the limits required.
- (c) Lessee shall have the right to remove all equipment and facilities installed by it at its sole expense on or before the expiration or earlier termination of this Agreement in accordance to the terms specified within this Agreement. Lessee shall be responsible to repair any damage to the Tower Site caused by Lessee, such damages to be determined by the County in its reasonable discretion. Should Lessee fail to properly repair any damages caused by Lessee, County shall be entitled to make repairs to such damage and Lessee shall be responsible for payment of the reasonable cost of such repairs plus 5%. Upon termination of this Agreement, Lessee shall remove all equipment and facilities from the Tower Site within sixty (60) days of the date of termination.
- (e) Lessee, Lessee's employees, agents and contractors shall have reasonable access to the Tower Site without notice to County twenty-four (24) hours a day, seven (7) days a week, at no charge. County grants to Lessee, and Lessee's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress to the Tower Site for the sole purpose of exercising Lessee's rights to the property under this Agreement. County grants to Lessee, and Lessee's agents, employees and contractors, a non-exclusive right to that portion of County owned communications building designated by County where Lessee's communications system will be placed.
- (f) County shall maintain all access roadways from the nearest public roadway to the premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. County shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways.
- (g) County shall be responsible for any repairs and/or maintenance the Tower Site may require unless the need for such repairs and/or maintenance are due to Lessee's use of the Tower Site as discussed in Section 17. County further agrees that, in accordance with Section 20 below, it shall be responsible for all marking and lighting requirements of the Federal Aviation Administration and the Federal Communications Commission.
- (h) In the event Lessee desires to modify its equipment located on the Tower Site and/or in County facilities in the future, Lessee must first obtain the prior written approval of County after the completion of all necessary engineering. Such approval shall not be unreasonably withheld, conditioned or delayed, but County may impose reasonable conditions and restrictions to ensure that any additional equipment does not interfere with County's, or other Lessee's communications activities on the Tower Site. All costs associated with such changes shall be at the sole expense of Lessee. Lessee shall complete a Sauk County Tower Co-Location

Application form (Attachment B) with all desired modifications noted. Additionally, this Agreement will be reviewed at the time of any such changes, and cost associated with this Agreement will be adjusted appropriately in accordance with Attachment C.

6. Rent.

For the Term of this Agreement County shall receive from Lessee the payment in the amount defined within Attachment D of this Agreement and in accordance to the payment schedule noted within Attachment C.

7. Interference.

- (a) Lessee shall operate its facilities in compliance with all Federal Communications Commission ("FCC") requirements and in a manner that will not cause interference to County or other lessees or licensees of the property, provided that any such installations predate that of Lessee's facilities.
- (b) Subsequent to the installation of Lessee's equipment and facilities, Lessee will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Tower Site or property contiguous thereto owned or controlled by County, if such modifications are likely to cause interference with County's operations. In the event interference occurs, Lessee agrees to use its best efforts to eliminate such interference in a reasonable time period. Lessee's failure to comply with this Section 7(b) shall be a material breach of this Agreement.
- (c) Lessee will be responsible for attaching all necessary filtering devices to its communications systems equipment to eliminate any degradation or performance loss caused to County system. Should Lessee's equipment at any time be determined by County staff to be the cause for County's system to have a loss in performance/degradation, County shall have the right to immediately remove from service (turn off/remove) Lessee's system to eliminate the performance loss on County system. Should County need to remove from service any portion of Lessee's equipment, County will notify Lessee as soon as possible. Lessee will not be allowed to return its equipment to service until such problem is corrected and County is on site to assure corrections have been made.

8. Taxes.

Lessee shall be responsible for any and all taxes assessed to its communication system and facilities.

9. Waiver of Lessee's Lien Rights.

Lessee waives any lien rights it may have concerning County facilities, all of which are deemed County's personal property and not fixtures, and County has the right to remove the same at any time without Lessee's consent. Lessee shall provide to County lien waivers when necessary if they contract for the performance of any work or the delivery of any materials to the Tower Site.

10. Termination.

This Agreement may be terminated without further liability with one hundred and twenty (120) days prior written notice as follows:

- (a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or by County if County is unable to occupy and utilize the premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or
- (b) By County if any environmental report for the property reveals the presence of any Hazardous Material after the Term Commencement Date; or
- (c) If at some point in the future, it becomes unnecessary or undesirable for County to continue to operate and maintain the Tower Site County shall provide one hundred and twenty day notice of its intent to discontinue maintenance and operation of the Tower Site and terminate this Agreement for convenience; or,
- (d) By the Sauk County Board of Supervisors if the Board passes a resolution terminating this Agreement based upon a determination that it is necessary to terminate the contract for convenience.

11. Destruction or Condemnation.

If the premises or County facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, County may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessee no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

12. Insurance.

- (a) County, at County's sole cost and expense, shall procure and maintain on the premises and on County facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of County, its employees and agents arising out of or in connection with County's use of the Tower Site, all as provided for herein.
- (b) Lessee, at Lessee's sole cost and expense, shall procure and maintain on the property, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

Such insurance shall insure, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use, occupancy and maintenance of the property. County will be listed as an additional insured for the negligent acts of Lessee arising out of services performed under this Agreement on Lessee's liability insurance policy. Lessee shall provide a certificate of insurance or self-insurance evidencing the coverage required by this Section upon request. Lessee shall have the right to self insure any and all coverages to the limits required.

13. Waiver of Subrogation.

Lessee and County release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the property or the premises or to County facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessee and County shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessee nor County shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Section 12.

14. Liability and Indemnity.

Lessee and County shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the property. The duties described in this Section 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

15. Assignment and Subletting.

Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Tower Site without the prior written consent of County, such consent shall not be unreasonably withheld. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Lessee's obligations herein. County may assign this Agreement, which assignment shall be evidenced by written notice to Lessee within a reasonable period of time thereafter, provided that the assignee assumes all of County's obligations herein. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

16. Warranty of Title and Quiet Enjoyment.

County warrants that: (i) County owns or has an exclusive lease to the property in fee simple and has rights of access thereto and the property is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) County covenants and agrees with Lessee that Lessee may peacefully and quietly enjoy the premises, provided that Lessee is not in default hereunder after notice and expiration of all cure periods.

17. Repairs.

Lessee shall repair any damage to the premises or property caused by the negligence or willful misconduct of Lessee. Upon expiration or termination hereof, Lessee shall repair the premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

18. Hazardous Material.

- (a) As of the Effective Date of this Agreement: (1) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the property in violation of any Environmental Law (as defined below), and (2) County hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of County, and County has no knowledge that notice has been given to any predecessor owner or operator of the property by any governmental entity or any person or entity claiming any violation of, or requiring compliance with, any Environmental Law for any environmental damage in, on, under, upon or affecting the property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the property in violation of any Environmental Law.
- (b) Without limitation of Section 14, Lessee and County shall each indemnify, defend and hold the other harmless from and against all Losses arising from (i) any breach of any representation or warranty made in this Section 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the property by Lessee or Lessee's agents, employees or contractors, and in the case of County, from the ownership or control of, or operations in or about, the property by County or County's predecessors in interest, and their respective agents, employees, contractors, County, guests or other parties. The duties described in this Section 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.
- (c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

- (d) “Environmental Law” means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. Miscellaneous.

- (a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
- (b) Both parties represent and warrant that their use of the property and their personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.
- (c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

To County: Sauk County
 510 Broadway
 Baraboo, Wisconsin 53913
 Attn: Timothy R. Stieve
 Phone: (608) 355-3200

To Lessee: Wisconsin Power and Light Company
 4902 North Biltmore Lane
 Madison, Wisconsin 53718-2148
 Attn: Telecommunications Dept.

Phone: (608) 458-3947

Lessee or County may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

- (f) This Agreement shall be governed by the laws of the State of Wisconsin.
- (g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- (h) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.
- (i) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- (j) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (k) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. Marking and Lighting Requirements.

County shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should County be cited because the Property is not in compliance and should County fail to cure the conditions of noncompliance, Lessee may either terminate this Agreement or proceed to cure the conditions of noncompliance at County's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

SAUK COUNTY

WISCONSIN POWER AND LIGHT COMPANY

By: _____
 Name: _____
 Title: _____
 Tax ID No. _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Tax ID No. _____
 Date: _____

CALCULATION FOR ALLIANT ENERGY TOWER LEASE

OLD SPRING GREEN TOWER SITE

LOCATIONS - DURATION	MONTHLY AMOUNT	ANNUAL AMOUNT
OLD SPRING GREEN TOWER 01-01-08 to 12-31-08	\$179.64	\$2,155.68
OLD SPRING GREEN TOWER 01-01-09 to 12-31-09	\$185.56	\$2,226.72
OLD SPRING GREEN TOWER 01-01-10 to 12-31-10	\$190.52	\$2,286.24
OLD SPRING GREEN TOWER 01-01-11 to 12-31-11	\$196.56	\$2,358.72
OLD SPRING GREEN TOWER 01-01-12 to 12-31-12	\$202.64	\$2,431.68
OLD SPRING GREEN TOWER 01-01-13 to 12-31-13	\$208.80	\$2,505.60

RESOLUTION NO. 140-07

AUTHORIZING THE RICHLAND COUNTY AGING AND DISABILITY RESOURCE CENTER TO APPLY FOR FUNDING FROM THE DEPARTMENT OF HEALTH AND FAMILY SERVICES, DIVISION OF DISABILITY AND ELDER SERVICES FOR OPERATION OF A REGIONAL AGING AND DISABILITY RESOURCE CENTER SERVING CRAWFORD, JUNEAU, RICHLAND, AND SAUK COUNTIES AND IN COLLABORATION WITH A REGIONAL AGING AND DISABILITY RESOURCE CENTER SERVING GRANT, GREEN, IOWA AND LAFAYETTE COUNTIES.

WHEREAS, on November 14, 2006, the Board of Supervisors with Resolution 137-06 tasked the Continuum of Care Planning Committee "... [regarding the] design of and planning for the implementation of an Aging and Disability Resource Center"; and,

WHEREAS, the Commission on Aging and the Department of Human Services and the Southwest Wisconsin Care Management Coalition have been working collaboratively to develop a successful managed care system in southwestern Wisconsin; and,

WHEREAS, the State of Wisconsin has developed the Aging and Disability Resource Center Model to assist counties in their efforts to create a single entry point of information and access for the elderly and persons with disabilities seeking long term support to minimize confusion, enhance individual choice, and support informed decision-making; and,

WHEREAS, the Wisconsin Department of Health and Family Services, Division of Disability and Elder Services' goal is to develop a statewide system of Aging and Disability Resource Centers. The state will make up to \$2,583,441 in annual state funding available to Crawford, Grant, Green, Iowa, Juneau, Lafayette, Richland, and Sauk Counties; and,

WHEREAS, the number of people over age 60 will nearly double by 2030 from 702,000 (13% of the state's total population in 2000) to 1,336,000 (21% of the state's total population in 2030), and the number of people over 85 years old, those most likely to need long-term care, is expected to grow by 45% by 2030 and the number of adults 18 to 59 who are disabled will remain stable at 14% of the state's total population from 2000 to 2030; and,

WHEREAS, the Commission on Aging and Department of Human Services have also been meeting with the Center for Independent Living and holding public forums for consumers and service providers to educate and receive input on the design of a Regional Aging and Disability Resource Center; and,

WHEREAS, a Joint Meeting of the Commission on Aging and Continuum of Care Committees approved the filing of an intent to apply as part of a Regional Aging and Disability Resource Center with the Wisconsin Department of Health and Family Services; and,

COPY

RESOLUTION NO. ¹⁴⁰14-07

PAGE 2

AUTHORIZING THE RICHLAND COUNTY AGING AND DISABILITY RESOURCE CENTER TO APPLY FOR FUNDING FROM THE DEPARTMENT OF HEALTH AND FAMILY SERVICES, DIVISION OF DISABILITY AND ELDER SERVICES FOR OPERATION OF A REGIONAL AGING AND DISABILITY RESOURCE CENTER SERVING CRAWFORD, JUNEAU, RICHLAND, AND SAUK COUNTIES AND IN COLLABORATION WITH A REGIONAL AGING AND DISABILITY RESOURCE CENTER SERVING GRANT, GREEN, IOWA AND LAFAYETTE COUNTIES.

WHEREAS, a Joint Meeting of the Commission on Aging and Continuum of Care Committees has arrived at a recommendation for the governance model for the Sauk County local satellite office of the Regional Aging and Disability Resource Center and its relationship to the Regional governance board to be forwarded for action to the Board of Supervisors in April 2008; and,

WHEREAS, the 2008 Aging and Disability Resources Center (formerly the Commission on Aging) budget includes funding, staffing and other details for the implementation of the Sauk County local satellite office of the Regional Aging and Disability Resource Center.

NOW, THEREFORE BE IT RESOLVED, that the Sauk County Board of Supervisors authorizes the Richland County Aging and Disability Resource Center to submit a regional Aging and Disability Resource Center application to the Department of Health & Family Services, Division of Disability and Elder Services, for funding for a Regional Aging and Disability Resource Center for Richland, Juneau, Crawford, and Sauk Counties.

For consideration by the Sauk County Board of Supervisors on December 18, 2007,

Respectfully submitted,

CONTINUUM OF CARE COMMITTEE

JOAN FORDHAM, Chair

SCOTT ALEXANDER

LINDA BORLESKE

AL DIPPEL

PAUL ENDRES

LOWELL HAUGEN

JUDITH STOECKMAN

Fiscal Note: No Levy Fiscal Impact *KAS*
MIS Note: No Information System Impact

DEVELOPING A REVOLVING LOAN FUND COMMITTEE

WHEREAS, in 2004 Sauk County began participating in the Wisconsin Department of Commerce's Community Development Block Grant Program on behalf of local businesses seeking to expand their operations through the Department of Commerce's Milk Volume Production Loan Program as a means of stimulating economic vitality; and,

WHEREAS, Resolution 75-04, "CREATING A COUNTYWIDE REVOLVING LOAN FUND AND ADOPTING THE ADMINISTRATIVE MANUAL TO IMPLEMENT THIS PROGRAM", created the parameters for the Sauk County Revolving Loan Program; and,

WHEREAS, Resolution 75-04, authorized the creation of a Revolving Loan Fund (RLF) Committee; and,

WHEREAS, the RLF Committee was authorized to review, select, and recommend loan applications for final approval. The Committee shall also have the authority to make policy recommendations to the Executive and Legislative Committee for the administration of the program; and,

WHEREAS, semi-annual activity reports will be prepared by the RLF Administrator and shall be provided to the Executive and Legislative Committee; and,

WHEREAS, the Sauk County Board of Supervisors has a long history of actively supporting economic development efforts on a countywide basis; and,

WHEREAS, a robust local economy is essential to the health and well being of all Sauk County communities; and,

WHEREAS, the Revolving Loan Fund account has a current balance of approximately \$40,000 for providing economic development loans, and will have approximately \$75,000 added to the fund yearly as the four existing Milk Volume Production Loans move into full repayment schedules, the proceeds of which can be loaned to other businesses to expand their operations.

NOW, THEREFORE, BE IT RESOLVED, that the Executive and Legislative Committee recommends that the RLF committee consist of individuals representative of broad community interests, appointed by the County Board Chairperson, and having special expertise and knowledge of commercial lending and economic development processes. The Committee shall include representation from the Sauk County Board of Supervisors, local development corporations, chambers of commerce, the local banking community, an attorney, and the RLF administrator appointed by the County, for a total of seven members, serving staggered three year terms; and,

COPY

RESOLUTION NO. 141-07
DEVELOPING A REVOLVING LOAN FUND COMMITTEE
PAGE 2

BE IT RESOLVED, that the Executive and Legislative Committee is delegated to give final approval for revolving loan fund loans as a “matter affecting growth and development” within Sauk County.

For consideration of the Sauk County Board of Supervisors on December 18, 2007.

Respectfully submitted,

SAUK COUNTY EXECUTIVE AND LEGISLATIVE COMMITTEE

Martin Krueger, Chairperson

Joan Fordham

Don Stevens

William F. Wenzel

Judy Ashford

Fiscal Note: Funds necessary for administration will be paid out of the Revolving Loan Fund as an administrative expense. The Revolving Loan Fund Committee will meet on an as needed basis, and do not receive per diems or mileage. *WFB*

Information System Note: No information system impact. Software to track loan issuance and repayment has already been purchased.

RESOLUTION 142-07

RECOMMENDING THAT SAUK COUNTY EXPAND THE SCOPE OF THE CONTINUUM OF CARE PLANNING COMMITTEE TO INCLUDE INITIAL POLICY OVERSIGHT OF A COORDINATED COUNTY TRANSPORTATION INITIATIVE

WHEREAS, the Continuum of Care Planning Committee began the process of identifying significant gaps and opportunities within the long term care network of services provided by Sauk County; and

WHEREAS, through that process transportation was identified as a significant barrier to receiving service provision for a variety of specialty populations; and,

WHEREAS, through a planning grant Sauk County has initiated significant research regarding the transportation needs of specialized populations such as the disabled, elderly, and veterans; and,

WHEREAS, additional study is required to assure that decisions concerning the future of coordinated transportation are made with proper consideration for the complete continuum of care provided by all County departments and programs; and,

WHEREAS, significant policy recommendations regarding potential programmatic changes and expansion of existing programs affecting many county departments and stakeholders is required.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County expand the charge of the Continuum of Care Planning Committee to address the policy issues associated with the creation of a county-wide coordinated transportation initiative; and,

BE IT FURTHER RESOLVED, that a Continuum of Care Committee include representatives from those committees, commissions and boards representing departments and agencies providing transportation services to the elderly and disabled, as well as other populations; and,

BE IT FURTHER RESOLVED, that the Continuum of Care Committee will investigate a range of alternatives for coordinated transportation services, including policy options and service models for direct programmatic provision or the development of partnerships with the private sector as recommendations to the Board of Supervisors; and,

COPY

RESOLUTION NO. 14²-07

RECOMMENDING THAT SAUK COUNTY EXPAND THE SCOPE OF THE CONTINUUM OF CARE PLANNING COMMITTEE TO INCLUDE INITIAL POLICY OVERSIGHT OF A COORDINATED COUNTY TRANSPORTATION INITIATIVE

Page 2 of 2

BE IT FINALLY RESOLVED, that the Continuum of Care Committee report its progress monthly to the Sauk County Board of Supervisors with a final report no later than October 21, 2008.

For consideration by the Sauk County Board of Supervisors on December 18, 2007.

Respectfully submitted

EXECUTIVE AND LEGISLATIVE COMMITTEE

MARTY KRUEGER, Chairperson

JUDY ASHFORD, Vice Chairperson

JOAN FORDHAM

DONALD STEVENS

WILLIAM WENZEL

Fiscal Note: Funding is available through two transportation grants (STRAP and New Freedom). It is anticipated that a seven member committee will meet approximately 12 times at a cost of approximately \$5,000. CLH

MIS Note: No MIS impact

ORDINANCE NO. 143-07

CORRECTING ORDINANCE NO. 137-07 ESTABLISHING TAXES TO BE
LEVIED IN SAUK COUNTY FOR THE YEAR 2008

WHEREAS, Ordinance No. 137-07 was passed on November 13, 2007 and established the amount of County General Tax to be levied; and,

WHEREAS, after passage, it was discovered that Ordinance No. 137-07 contained a scrivener's error, and while the error does not affect the validity of the budget, it is necessary and desirable to pass a corrective ordinance in order to clearly establish for the record the amount of County General Tax to be levied.

NOW, THEREFORE, BE IT ORDAINED by the Sauk County Board of Supervisors, met in regular session, that paragraph 4 of Ordinance No. 137-07 is hereby corrected as follows:

2. The sum of ~~\$23,839,708.71~~ \$24,839,708.71 be levied as a County General Tax (not including special purpose levies).

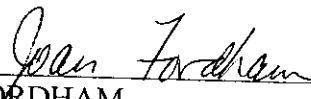
For consideration by the Sauk County Board of Supervisors on December 18, 2007.

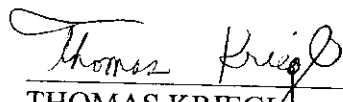
Respectfully submitted:

FINANCE COMMITTEE

COPY


TOMMY LEE BYCHYNSKI, Chair


JOAN FORDHAM


THOMAS KRIEGL


MARTIN KRUEGER


WILLIAM F. WENZEL

FISCAL NOTE: No change from the fiscal note in Ordinance No. 137-07. *YPB*

MIS NOTE: No impact.

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Resolution No. 144-07

RESOLUTION AUTHORIZING THE BORROWING
OF \$5,000,000;
PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION PROMISSORY NOTES THEREFOR;
AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, on November 13, 2007, the County Board of Supervisors of Sauk County, Wisconsin (the "County") adopted Resolution No. 132-2007 (the "Initial Resolution") authorizing the issuance of \$15,000,000 general obligation bonds or promissory notes for public purposes, including constructing and equipping a skilled nursing facility (the "Project"); and

WHEREAS, pursuant to the Initial Resolution, the County Board of Supervisors set forth its reasonable expectations that issuance of such bonds or notes would not cause the County to increase the debt levy rate, as defined in Section 59.605(1)(b) of the Wisconsin Statutes; and

WHEREAS, counties may issue general obligation bonds or promissory notes for such public purposes pursuant to Section 67.045(1)(b) of the Wisconsin Statutes if such reasonable expectations apply; and

WHEREAS, the County Board of Supervisors now deems it to be necessary, desirable and in the best interest of the County to provide for the issuance and sale of \$5,000,000 principal amount of its general obligation promissory notes pursuant to the Initial Resolution and to authorize the sale of such notes to Robert W. Baird & Co. Incorporated; and

WHEREAS, none of the proceeds of such notes shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by property taxes.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Authorization of the Notes. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of FIVE MILLION DOLLARS (\$5,000,000) from Robert W. Baird & Co. Incorporated (the "Purchaser") in accordance with the terms and conditions of its purchase proposal (the "Proposal") attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Sale of the Notes. To evidence such indebtedness, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, General Obligation Promissory Notes aggregating the principal amount of FIVE MILLION DOLLARS (\$5,000,000) (the "Notes") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

COPY

Res 144-07

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be dated December 31, 2007; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered 1 and upward; shall bear interest at the rates and shall mature on October 1 of each year, in the years and principal amounts as set forth on the schedule prepared by the Purchaser and attached hereto as Exhibit B (the "Schedule"). Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2008.

Section 4. Redemption Provisions. The Notes maturing on October 1, 2015 and thereafter shall be subject to redemption prior to maturity, at the option of the County, on October 1, 2014 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP (the "Mandatory Redemption Provisions") and incorporated herein by this reference.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2007 through 2016 for the payments due in the years 2008 through 2017 in the amounts set forth on the Schedule.

The direct annual irrepealable tax hereby levied shall be carried onto the tax roll and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected. So long as any part of the principal of or interest on the Notes remains unpaid, the tax hereinabove levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created below.

Section 7. Segregated Debt Service Fund Account. There is hereby established in the County treasury a fund account separate and distinct from all other funds or accounts of the County designated "Debt Service Fund Account for \$5,000,000 Sauk County General Obligation Promissory Notes, dated December 31, 2007", which fund account shall be used solely for the purpose of paying the principal of and interest on the Notes. There shall be deposited in said fund account all accrued interest paid on the Notes at the time the Notes are delivered to the Purchaser, any premium, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay principal of and interest on the Notes as the same becomes due. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable income tax regulations (the "Regulations").

Res 144-07

Section 8. Borrowed Money Fund; Reimbursement. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes.

The County declares its reasonable expectation to reimburse itself from the Note Proceeds for expenditures relating to the Project which it pays from other funds of the County prior to receipt of the Note Proceeds no more than 60 days prior to the date the Initial Resolution was adopted. The County may also reimburse itself for preliminary expenditures relating to the Project (such as architectural, engineering, surveying, soil testing, costs of issuance and similar costs but not including land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is less than 20% of the issue price of the Notes. This declaration and the Resolution of which it is a part, shall be publicly available in the official books, records or proceedings of the County Board of Supervisors.

Section 9. Arbitrage Covenant. The County shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the "Closing"), would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the County hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of the Code or Regulations. The County covenants that it will not invest in any obligation if such investment would violate the "prohibited payment" requirement of Section 148 of the Code.

The County Clerk, or other officer of the County charged with responsibility for issuing the Notes, shall provide an appropriate certificate of the County, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the County regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Small Issuer Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The County hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes, throughout their term. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal

R 10 144-07

income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the County to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes throughout their term.

The County covenants that it is a governmental unit with general taxing powers and that the Notes are not "private activity bonds" as defined in Section 141 of the Code.

In accordance with Section 148(f)(4)(D) of the Code, the County covenants that ninety-five percent (95%) or more of the net proceeds of the Notes are to be used for local governmental activities of the County and that the aggregate face amount of all tax-exempt obligations (other than "private activity bonds") issued by the County, including all subordinate entities of the County, during calendar year 2007 will not exceed \$5,000,000. If for any reason the County did not qualify for the small issuer exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

The County Board of Supervisors hereby designates the Notes to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the County Clerk or other officer of the County charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the County, all as of the Closing.

Section 11. Execution of the Notes. The Notes shall be issued in typewritten or printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by its fiscal agent, if any, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 12. Payment of the Notes. The principal of and interest on the Notes shall be paid in lawful money of the United States of America by the County Clerk or County Treasurer.

Section 12A. Persons Treated as Owners; Transfer of Notes. The County shall keep books for the registration and for the transfer of the Notes. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the County Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the County Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The County Clerk shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes. Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the corresponding record date.

Section 13. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the County and on file in the County Clerk's office.

Section 14. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the holders of the Notes, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. This Undertaking shall be enforceable by the holders of the Notes or by the Purchaser on behalf of such holders (provided that the rights of the holders and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of this Undertaking shall not be an event of default with respect to the Notes).

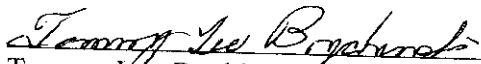
The County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

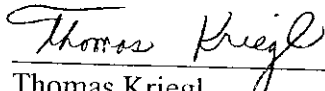
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Section 15. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

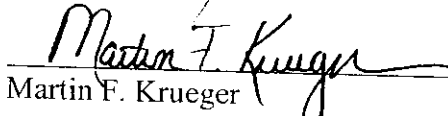
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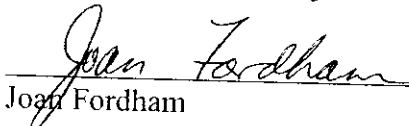
Respectfully Submitted,
Sauk County Finance Committee


Tommy Lee Bychinski, Chairperson


Thomas Kriegl


William Wenzel


Martin F. Krueger


Joan Fordham

Adopted and recorded this 18th day of December, 2007.

Martin F. Krueger,
Chairperson

ATTEST:

Beverly J. Mielke,
County Clerk

(SEAL)

Fiscal Note: Issuance of this debt will augment the \$965,000 already transferred from General Fund balance for the skilled nursing facility construction project. This \$5 million in general obligation promissory notes is the first phase of the total financing plan that anticipates an additional \$10 million of bond anticipation notes in the spring of 2008, refunded by bonds in 2010.

KPB

EXHIBIT A

Note Purchase Proposal

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

EXHIBIT B

Debt Service Schedule and Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

EXHIBIT C
(Form of Note)

REGISTERED
NO. R-___ UNITED STATES OF AMERICA
STATE OF WISCONSIN
SAUK COUNTY
GENERAL OBLIGATION PROMISSORY NOTE DOLLARS
\$_____

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ December 31, 2007 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, Sauk County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2008 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including constructing and equipping a skilled nursing facility, all as authorized by resolutions of the County Board of Supervisors duly adopted by said governing body at meetings held on November 13, 2007 and December 18, 2007. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on October 1, 2015 and thereafter are subject to redemption prior to maturity, at the option of the County, on October 1, 2014 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the County exercises its option to redeem the Notes prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the County Board of Supervisors has designated this Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the County kept for that purpose at the office of the County Clerk or County Treasurer, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the County Clerk or County Treasurer, and thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The County shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, Sauk County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the 31st day of December, 2007.

SAUK COUNTY, WISCONSIN

By: _____
Martin F. Krueger
Chairperson

(SEAL)

By: _____
Beverly J. Mielke
County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

RESOLUTION NO. 145-07

**AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF SAUK
AND THE SAUK COUNTY HUMANE SOCIETY**

WHEREAS, Sauk County has contracted with the Sauk County Humane Society for the provision of animal shelter and retrieval services, and the arrangement has been mutually beneficial; and,

WHEREAS, the Sauk County Humane Society has requested some minor modifications to the agreement, and approval by the County Board is necessary due to the amount of the contract and the multi-year reauthorizations; and,

WHEREAS, your undersigned Committee does believe that contracting with the Sauk County Humane Society is in the best interest of the County of Sauk.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the attached agreement be and hereby is approved, and the County Board Chairperson is hereby authorized and directed to sign said agreement on behalf of the County of Sauk, and the County Clerk shall attest to the same.; and,

BE IT FURTHER RESOLVED the Law Enforcement & Judiciary Committee is hereby authorized to approve extensions to this agreement and may also approve minor modifications to this agreement in the future that are consistent with the spirit and intent of this agreement.

For consideration by the Sauk County Board of Supervisors on December 18, 2007.

Respectfully submitted:

LAW ENFORCEMENT & JUDICIARY COMMITTEE

DONALD STEVENS, Chairperson

JOAN WHEELER

ROBERT SINKLAIR

CHARLIE MONTGOMERY

PETER TOLLAKSEN

FISCAL NOTE: Operation of the animal shelter is the subject of an annual appropriation by the County Board.

MIS NOTE: No direct MIS impact.

KPB

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COPY

LEASE AND PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Sauk, a Wisconsin unit of county government (hereinafter County), and the Sauk County Humane Society, a not for profit corporation (hereinafter SCHS);

WITNESSETH:

WHEREAS, the County owns an animal shelter which is intended to provide a suitable facility to carry out the County's discretionary obligations pursuant to Wis. Stat. § 95.21, Chs 174 and 951, and Sauk Co. Code Ch. 27; and,

WHEREAS, the County desires to contract for the operation of the Animal Shelter and Animal Control duties from SCHS;

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the parties hereto, the County and SCHS do agree as follows:

Article 1. Lease and Term:

1.1 The COUNTY shall lease to SCHS the County of Sauk Animal Shelter facility located on the grounds of the Sauk County Highway Department in West Baraboo, Wisconsin until cancellation of the purchase of service portion of this agreement. The term of this agreement shall be established by addendum hereto. During the period of this contract, SCHS shall have concurrent use of the property with the County and all improvements, which property is more particularly described in Exhibit A as attached. The terms and conditions of this contract shall continue after expiration if both parties continue to substantially perform their obligations hereunder.

1.2 As used herein, the term "Premises" refers to the real property above described and to any and all structures and improvements located thereon. All structures, equipment, furniture, furnishings and apparatus presently located on the premises, as listed on attached Exhibit A, together with the facility building shall be a part of this lease.

1.3 The term of the purchase of service portion of this agreement shall be concurrent with the lease period described in 1.1 above.

1.4 It is understood that the continuation of this contract is contingent upon an annual appropriation by the Sauk County Board of Supervisors.

Article 2. General Operations:

2.1 SCHS shall generally operate the Sauk County Animal Shelter subject to the terms of this agreement.

2.1.1 The Sauk County Animal Shelter shall be open to the public a minimum of thirty (30) hours per week between the hours of 8:00 a.m. and 9:00 p.m. including a minimum of five hours on the weekend, regardless of the particular hours of operation. A schedule for such hours of operation shall be posted in the front window of the premises at all times. The hours of operation may be subject to further change without notice, but will be not less than thirty (30) hours per week, less appropriate hours for the recognition of generally recognized national holidays.

2.1.2 SCHS shall hire a director on a full-time basis to manage the Sauk County Animal Shelter and such other support staff as may be necessary in order to maintain the premises.

2.1.3. SCHS shall provide rabies observation services in accordance with state and local laws and shall maintain a twenty-four (24) hour retrieval service for stray, trapped, unwanted, wild, injured or dead animals involved in a rabies observation.

2.1.4. SCHS shall have responsibility and authority for the care, treatment, and adoption of retrieved or impounded domestic animals within the laws of the State of Wisconsin and the ordinances of Sauk County. A minimum of two (2) days board for feral cats, and seven (7) days board for stray cats, dogs, miscellaneous stray animals and stray birds found within the COUNTY, whether brought to or retrieved by SCHS.

2.1.4.1. SCHS shall have the discretion to set and establish non-monetary criteria for the adoption, retrieval, redemption, and impoundment of domestic shelter animals. This criteria may be subject to modification or change.

2.1.4.2. SCHS shall provide retrievals of confined stray, trapped, or injured animals under the terms of this agreement without additional cost or charge to the COUNTY.

2.1.5. SCHS shall cooperate with Sauk County law enforcement agencies when impoundment of dogs and cats is necessary because of excessive barking or other violation nuisances, and shall help to follow-up on reported dog bites and other complaints as requested and in cooperation with Sauk County law enforcement agencies.

2.1.6. SCHS shall determine which domestic animals retrieved or impounded by SCHS shall be humanely euthanized, and only authorized and properly certified SCHS personnel or a licensed veterinarian may so euthanize a shelter animal. SCHS shall dispose of euthanized or deceased animals in a sanitary and humane manner. SCHS shall comply with any waiting period established by Sauk County ordinance or state statute.

2.1.7. SCHS shall provide a central information clearing house in the County for location of lost pet animals.

2.1.8. SCHS shall be responsible for any necessary veterinary services required for carrying out the terms of this agreement.

2.2 Animal Control Services:

2.2.1. The Shelter Director or designee shall coordinate with the Public Health Officer and the Sauk County Department of Public Health with respect to rabies control measures within Sauk County.

2.2.2. To the extent practical and as agreed to by the parties, SCHS shall assist in the investigation of animal abuse and neglect cases with the primary goal of education and correction of the problem, if possible, short of prosecution.

2.2.3. SCHS shall be responsible for the inspection of all animals in the custody of the Animal Shelter for County dog licensure.

Article 3 Funding:

3.1 For the provision of the above described services, the COUNTY agrees to pay SCHS the amount equal to the yearly dog license fund retained by COUNTY from the previous year as described in subparagraph 3.1.1 below in two equal installments on February 1, and August 1 of each year.

3.1.1. That portion of the licensing fee for dogs collected by the COUNTY that remains with the COUNTY after statutorily required and permitted payments collected in the year previous. Such amount shall be remitted in two installments each year on February 1 and August 1.

3.2 The COUNTY shall further provide the sum indicated in the addendum to this contract which represents the annual appropriation to SCHS payable in two payments on February 1 and August 1.

3.3 The COUNTY agrees that SCHS may retain the following amounts as compensation for carrying out its obligations under this agreement.

3.3.1. All adoption, redemption, retrieval and impoundment fees charged for such services to third parties. These amounts may be subject to fluctuation and change by operation of law.

3.3.2. The COUNTY shall not be responsible for collection of any adoption, redemption, retrieval and impoundment fees.

3.4 The budget adopted by the COUNTY is intended to address the customary situations encountered by SCHS in performing its obligations herein based upon the experience of the parties in contracting for these services. The COUNTY and SCHS recognize that the normal budget approved by the COUNTY is not intended to address an extraordinary event, such as a mass seizure of a large number of animals. SCHS agrees that it will take documented steps to minimize its costs under such circumstances, and shall promptly notify the COUNTY's Law Enforcement & Judiciary Committee and the Finance Committee if SCHS believes that a transfer from the contingency fund will be necessary to continue operations through the contract term. The COUNTY retains the sole discretion regarding whether to grant any additional compensate to SCHS, but agrees to consider such requests if absolutely necessary.

Article 4 Maintenance of Buildings and Equipment

4.1 The maintenance responsibilities of the Sauk County Animal Shelter shall be allocated as follows:

4.1.1. SCHS shall be responsible for the following:

4.1.1.1. Ordinary cleaning and maintenance of the premises and equipment, and SCHS shall maintain it in a good or better condition than it was in at the inception of this lease, normal wear and tear excepted.

4.1.1.2. All utilities used on the Leased Property, including but not limited to all charges for heat, electricity, sewer, water and telephone. All utilities shall be billed directly to SCHS.

4.1.1.3. Providing supplies and equipment necessary for cleaning and normal maintenance.

4.1.1.4. Minor touch up painting.

4.1.1.5. Payment of all utility expenses including telephone charges and all other operating expenses including technical services, office expenses and similar expenses.

4.1.1.6. Snow removal and lawn care on the shelter premises inside the fenced area.

4.1.1.7. Snow removal from the parking lot of the premises.

4.1.1.8. Trash and garbage removal on at least a weekly basis so as to minimize foul odors and the possibility of rodent attraction.

4.1.1.9. The removal from the premises and the disposal of dead animals.

4.1.1.10. SCHS shall keep all of the leased premises and all buildings and other improvements at any time located thereon free and clear of all liens and encumbrances, including but not limited to, mechanic's or materialman's liens. SCHS shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and shall indemnify COUNTY against such liens and claims of liens and suits and other proceedings pertaining thereto.

4.1.1.11. SCHS shall not make structural changes or alterations of interior designs without first obtaining written consent of COUNTY. Such requests shall be submitted to the COUNTY'S Director of Emergency Management, Buildings & Safety.

4.1.2. The COUNTY shall be responsible for the following:

4.1.2.1. Repair or replacement of all building structural or mechanical systems; repair or improvement of related items; major painting requirements; any flood or water damage expenses, where the total lease year cost of such repair, replacement, improvement, painting or expense (including labor and materials) exceeds One Thousand Dollars (\$1,000.00).

4.1.2.2. The COUNTY shall be responsible for all capital improvements and large maintenance expenditures for the Animal Shelter facility over and above the cost of one thousand dollars (\$1,000.00) per lease year. SCHS shall expend any amount up to and including one thousand dollars (\$1,000.00) per lease year toward necessary or planned capital improvements at the Shelter facility. The COUNTY shall be exclusively responsible for the cost of repair or replacement of any furnace heating system and the cost of any repair or replacement of the roof, regardless of the cost of such repair or replacement. All such capital improvements and/or large maintenance projects shall not proceed without COUNTY approval and inclusion within the annual budget, either through the general operating budget or through the capital improvements budget, as appropriate. SCHS and the COUNTY shall meet prior to June 1 of each year to determine capital improvement or outlay requirements. SCHS shall notify the COUNTY'S Director of Emergency Management, Buildings & Safety directly of any required capital improvement.

4.1.2.3. In the event that a donation to either SCHS, the Sauk County Animal Shelter, or the COUNTY for the use of the Shelter is designated for capital improvements to the Shelter, such amount may be applied to any capital improvement project currently underway, or planned for up to two years into the future. With respect to any donations received for such purpose, both the COUNTY and SCHS shall meet prior to July 31st of each year and agree to negotiate in good faith in regard to the priority that multiple planned capital improvement projects will receive.

Article 5. COUNTY'S Entry for Inspection:

5.1 COUNTY shall have the right at any time to enter into and upon the Leased Property for the purpose of examining and inspecting the same.

Article 6 Insurance:

6.1 The COUNTY shall provide and pay for all general premises liability coverage, and fire and extended insurance coverage for the Sauk County Animal Shelter facility.

6.2 SCHS shall provide liability insurance, including uninsured and underinsured motorist coverage, collision and comprehensive insurance on the vehicle required to be provided by SCHS pursuant to this agreement. COUNTY shall be designated an additional insured under any such policy. SCHS shall be responsible for any repair or replacement of the vehicle.

6.3 SCHS shall obtain, at its own expense, fire and extended insurance coverage on those items purchased by SCHS and the personal property of SCHS, its employees and volunteers. SCHS shall maintain, at its own expense, Worker's Compensation and Unemployment Compensation insurance covering the statutory liability of SCHS in the operation of the Sauk County Animal Shelter facility.

6.4 SCHS shall maintain, at its own expense, general liability coverage including personal injury and contract liability coverage with limits of at least one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate naming COUNTY as an additional insured under the terms of the policies.

Article 7 Indemnification:

7.1 SCHS shall indemnify and save harmless the COUNTY from and against any and all losses, claims, demands, penalties, fines, causes of action, costs, damages, expenses and liability (including statutory liability under Worker's Compensation), including without limitation any attorney or consultant fees, investigation fees, court costs and litigation expenses, and other costs of defense arising out of or in any manner related to SCHS' operation of the Sauk County Animal Shelter, including but not limited to:

7.1.1. Any personal injury or bodily injury (including wrongful death) or property damage (real or personal);

7.1.2. Any lawsuit brought or threatened, settlement reached, or local, state or federal government or agency order, including, but not limited to claims, costs, liabilities, or expenses arising under federal, state or local law;

7.1.3. Any violation of laws, orders, regulations, requirements, or demands of any governmental authorities; and,

7.1.4. Any breach or violation of any contractual provision of whatever kind with any third party.

Article 8 Bookkeeping and Accounting Operations

8.1 SCHS shall operate the Sauk County Animal Shelter provided in this agreement, subject to the following:

8.1.1. The adoption, redemption and impound fees for the Sauk County Animal Shelter shall be set forth in Exhibit A but may be modified upon request of SCHS with the approval of the Law Enforcement & Judiciary Committee. The approval of the Law Enforcement & Judiciary Committee shall not be unreasonably withheld.

8.1.2. SCHS shall provide accounting reports on a quarterly basis concerning the operation of the Sauk County Animal Shelter. Such reports shall be made available to the COUNTY Controller.

8.1.3. SCHS shall comply with all rules and regulations for the operation of a public facility, provided that either the COUNTY or SCHS shall have the right to contest the applicability of such rules and regulations.

8.1.4. SCHS shall upon the request of the Sauk County Controller or other County official or employee, make available at reasonable times and places, such information as may be required for the purpose of auditing financial and performance aspects of services provided under this contract.

8.1.5. All records of the Sauk County Animal Shelter that are generated pursuant to this Agreement for the operation of the Sauk County Animal Shelter (except licenses) shall be maintained at the office located on the shelter premises, and shall be available to COUNTY staff or a designee for purposes of conducting an audit.

Article 9 Use of Name and Sale of Merchandise:

9.1 SCHS shall have the right to use, without limitation, and absolutely without charge or cost of any kind, during the term of this agreement, the name "Sauk County Animal Shelter", or any derivative thereof, for promotional, fund raising, educational or advertising purposes.

9.2 SCHS shall have the right to sell on the shelter premises various types of merchandise related to domestic animals for promotional purposes and to distribute literature regarding SCHS or relating to the care and treatment of domestic animals. SCHS shall be obligated to secure and pay for all Federal, State and local licenses and permits, and pay all sales and excise taxes required for any sales or rental conducted by SCHS and the Sauk County Animal Shelter.

Article 10 Termination:

10.1 SCHS and the COUNTY shall have the right to terminate this agreement without cause upon six (6) months prior written notice to the other party. In the event either party has good cause for termination, the termination shall take place after either party has been provided the opportunity to cure any deficiency within fifteen (15) calendar days of written notice thereof. If such deficiency is not cured within those fifteen (15) days, this agreement may be terminated on written notice from either party to the other. Good cause shall be established by a breach of the terms of this agreement.

Article 11 Successors Bound:

11.1 This agreement shall be binding upon and inure to the benefit of the COUNTY, its successors and assigns, and shall be binding upon and inure to the benefit of SCHS, its successors and permitted assigns. Any sale or transfer of the premises by the COUNTY shall be made subject to the terms of this agreement. The COUNTY shall retain the right to sell, transfer or otherwise use the property subject to this lease and shall be obligated to provide comparable alternative facilities, provided the contract is not terminated. A change in use, sale or transfer of the premises by the COUNTY shall not relieve either party of its obligation under this agreement.

11.2 No right or duty in whole or in part of SCHS under this contract may be assigned or delegated without the prior written consent of the COUNTY.

11.3 If subcontractors are used by SCHS to perform functions under this contract, SCHS will be responsible for contract performance whether or not subcontractors are used.

Article 12 Renegotiation:

12.1 This contract or any part thereof must be renegotiated in the case of:

12.1.1. Damage or destruction to the premises by fire, casualty, acts of God, vandalism or any other cause whatsoever as to render the premises untenable or unfit for the purposes of this tenancy. The parties shall meet for such negotiations within ten (10) days after the date of damage.

12.1.2. A substantial, burdensome and unforeseen circumstantial change that would create a significant and substantial hardship for either party if the terms of this agreement were enforced as written, or would detrimentally affect the welfare of the animals at the shelter, or the law enforcement responsibilities of the COUNTY.

Article 13 Nondiscrimination:

13.1 SCHS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. SCHS will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SCHS shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

13.2 SCHS shall, in all solicitations or advertisements for employees placed by or on behalf of SCHS, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

Article 14 Notices:

14.1 Any notice required to be given under the terms of this agreement shall be given in writing and shall be mailed by certified mail, return receipt requested, to the other party at the following addresses:

Administrative Coordinator
Sauk County West Square Building
505 Broadway
Baraboo, WI 53913

Sauk County Humane Society
P.O. Box 257
Baraboo, Wisconsin 53913

Article 15 Miscellaneous Provisions:

15.1 Nothing contained in this agreement shall constitute or be construed to create a partnership or a joint venture among the parties.

15.2 This agreement cannot be changed or modified except in writing and signed by the duly authorized agents for the parties.

15.3 Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this agreement.

15.4 Notwithstanding any provision to the contrary, it is agreed that none of the obligations contained in this agreement shall run to or be enforceable by any other party other than the parties to this agreement.

15.5 This agreement constitutes all of the agreements and understandings of whatever nature of kind existing between the parties with respect to the subject matter thereof.

15.6 If any term, covenant, condition or provision of this agreement shall be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term, covenant, condition and provision shall be valid and be enforceable to the fullest extent permitted by law.

15.7 Failure of either party to insist upon the strict performance of terms and provisions of this agreement, or any of them, shall not constitute or be construed as a waiver or relinquishment of that parties' right to thereafter enforce such term or provision, and that term or provision shall continue in full force and effect.

15.8 Any dispute between the parties as to performance, quality and/or quantity may be subject to arbitration as provided under Ch. 788 Wis. Stats.

15.8.1. The parties reserve the right to have claims, disputes, or other matters in question decided by litigation. If the parties waive their right to litigation, then the arbitration provisions stated in 16.8 above shall apply.

15.9 The County Board designates the Sauk County Administrative Coordinator and the Law Enforcement & Judiciary Committee as the Board liaison with the SCHS. Requests or directives from either the Administrative Coordinator or the Law Enforcement & Judiciary Committee shall be deemed by SCHS as authorized by the County.

15.10 SCHS agrees to provide service quality under this agreement which meets the reasonable standards established by the COUNTY. Where the COUNTY identifies service which does not meet the COUNTY'S standards, the parties shall meet and discuss these issues in good faith. SCHS agrees to diligently work with the COUNTY to promptly correct service deficiencies.

15.11 SCHS agrees to provide a quarterly report regarding animal shelter operations to the COUNTY'S Law Enforcement & Judiciary Committee. This report shall be presented at the regular meeting of the Law Enforcement & Judiciary Committee in February, May, August, and November unless another meeting time is mutually agreed to by the parties.

In witness whereof the parties have executed or caused this agreement to be executed by their duly authorized officers on the date first written above.

County of Sauk, Wisconsin by:

Marty Krueger, Chairperson Board of Supervisors Date: _____

Beverly J. Mielke, County Clerk Date: _____

Sauk County Humane Society, Inc. by:

Dianne Horlamus, President Date: _____

Jane Vriesacher, Secretary Date: _____

Bill Campbell, Treasurer Date: _____

s:\ccsounsel\26\26schs7con

This document was drafted by Attorney Todd J. Liebman
Sauk County Corporation Counsel
State Bar #1011733

ANNUAL CONTRACT ADDENDUM

I. This addendum is subject to approval annually as part of the COUNTY'S budget process. This addendum provides for the annual appropriation by the COUNTY to SCHS as well as the lease term for the Shelter.

II. LEASE and TERM:

The lease shall commence beginning at 12:01 a.m. on January 1, 2008 and continue until December 31, 2008. The rental fee shall be One Dollar (\$1.00) per year, or any portion thereof, payable on the first day of February.

III. APPROPRIATION:

The COUNTY shall provide the sum of _____
(\$ __, __.00) in 2002 to be paid as provided in Article 3 of the contract.

County of Sauk, Wisconsin by:

Marty Krueger, Chairperson Board of Supervisors

Date: _____

Beverly J. Mielke, County Clerk

Date: _____

Sauk County Humane Society, Inc. by:

Dianne Horlamus, President

Date: _____

Jane Vriesacher, Secretary

Date: _____

Bill Campbell, Treasurer

Date: _____

RESOLUTION NO. 146-07

Authorizing the Purchase of eMail Archive Software

WHEREAS, the Management Information Systems Department currently operates and maintains a County-wide information system; and

WHEREAS, an integral part of that system is the Lotus Notes Email and Collaboration system, which facilitates communication and collaboration both internal and external to county government; and

WHEREAS, the system does not currently support the automated archiving of documents; and

WHEREAS, this function is becoming increasingly important in assuring that Sauk County is compliant with records retention requirements; and

WHEREAS, your Management Information Systems Committee, has reviewed this matter and found it in the best interest of Sauk County to accept the following bid:

- Berbee Information Networks for \$20,147

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the above-described bid, for the total amount of \$20,147 be and hereby is accepted by the County of Sauk;

AND, BE IT FURTHER RESOLVED, that the Sauk County Management Information Systems Coordinator, is hereby delegated the authority to sign such contracts for the acquisition, installation and configuration of this software on behalf of Sauk County.

For consideration by the Sauk County Board of Supervisors on December 18, 2007.

Respectfully submitted,

Management Information Systems Committee

COPY

Judith Stoeckmann, Chairperson

Henry Netzinger

Marcy Huffaker

Joel Gaalswyk

Robert Sinklair

Fiscal Note: Funds for the acquisition of this software will be expended from the 2007 MIS Department capital budget which includes \$25,000 designated for software & operating system upgrades. *KPB*

MIS Note: Additional costs for installation and configuration are anticipated to range from \$5,000 to \$10,000 and will be expended in 2008 from budgeted funds.

Authorizing the Sauk County Health Care Center to Purchase the ECS Software System from American Data

WHEREAS, Sauk County operates the Sauk County Health Care Center in order to provide a skilled nursing facility to the residents of Sauk County, and;

WHEREAS, the Wipfli operational analysis of the facility made a number of recommendations to improve effectiveness and efficiency, and;

WHEREAS, one such recommendation involved improving the utilization of automation in a number of operational areas, and;

WHEREAS, Health Care Center staff and staff from the MIS and Accounting departments have reviewed the functionality of the existing system as compared with similar systems available, and;

WHEREAS, in depth review led to a determination that our existing system does not perform to the level required, and;

WHEREAS, proposals were solicited from a number of vendors and the following bids received:

COPY

American Data			
Software		28,000	
Installation & Training		16,000	
Total			44,000
LinTech			
Software		73,190	
Installation & Training		50,000	
Total			123,190

and;

WHEREAS, the Health Care Center Board of Trustees and your MIS Committee have reviewed this matter and found it in the best interest of Sauk County to purchase the ECS System from American Data for \$44,000.

NOW THEREFORE BE IT RESOLVED by the Sauk County Board of Supervisors, met in regular session, that the purchase of the ECS System from American Data and related services be approved, and,

BE IT FURTHER RESOLVED that the Sauk County MIS Coordinator be authorized and directed to enter into the necessary agreements required to obtain these products.

For consideration by the Sauk County Board of Supervisors on December 18, 2007.

Respectfully submitted,

MIS Committee:

Judith Stoeckmann, Chairperson

Henry Netzinger

Joel Gaalswyk

Robert Sinklair

Marcy Huffaker

Health Care Center Board of Trustees:

Paul Endres
Paul Endres, Chairperson

Terri Langer
Terri Langer

Linda Borleske
Linda Borleske

William Higgins
William Higgins

Arthur Carlson
Arthur Carlson

Larry Schroeder

Henry Netzinger
Henry Netzinger

Fiscal Note: Funds for the purchase of this system will be expended from the MIS Capital Outlay account and Health Care Center MIS Chargeback Accounts. There is approximately \$48,000 in funding available for this project that has been appropriated in prior years, with an additional \$15,000 in the 2008 Health Care Center budget. *KPB*

M.I.S. Note: It is anticipated that some additional costs will be incurred for hardware upgrades to existing systems in order to meet the specifications of the software vendor. These upgrades are anticipated to be under \$10,000.

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RESOLUTION NO. 148 - 07

ACCEPTING BIDS ON TAX-DELINQUENT REAL ESTATE
ACQUIRED BY SAUK COUNTY

WHEREAS, your Property and Insurance Committee has appraised certain property, acquired by Sauk County as tax-delinquent real estate, pursuant to the Wisconsin Statutes; and,

WHEREAS, the Sauk County Clerk has advertised the sale and appraised value of such real estate in a Class III Notice under Chapter 985 of the Wisconsin Statutes; and,

WHEREAS, at 9:00 a.m. on November 19, 2007, the Sauk County Clerk and Sauk County Treasurer opened bids for said property, the successful bidder indicated, with all parcels not receiving sufficient bids being omitted; said properties receiving sufficient bids described below:

THE FOLLOWING PROPERTY IN THE TOWN OF BEAR CREEK:

004-0003- TOWN OF BEAR CREEK: SEC. 2 T9N R3E W
00000 4 RD N OF HWY IN NW1/4 FRAC NE1/4 0.5A.
Appraised value: \$ 200.00
Bid: \$ 220.00
Submitted by: Dale E. & Annette K. Nachreiner, E4223B Ridge Road,
Plain, WI 53577

THE FOLLOWING PROPERTIES IN THE TOWN OF LAVALLE:

024-0100- TOWN OF LAVALLE: S 4-13-3 THAT PRT SW SE
10000 LYING S OF C/L WILKINSON RD .50A M/L.
Appraised value: \$ 200.00
Bid: \$ 200.00
Submitted by: Mervin K. & Jeanette V. Jaech, 195 E. Main St.,
Reedsburg, WI 53959

THE FOLLOWING PROPERTIES IN THE TOWN OF WOODLAND:

044-0933- TOWN OF WOODLAND: BLACK FOREST ADD
00000 TO BRANIGAR'S DUTCH HOLLOW LAKE
LOT 152.
Appraised value: \$1,200.00
Bid: \$1,475.00
Submitted by: Flexzan Acquisitions, LLC, c/o Jeff Lizan, 201½ E. Conant St.,
Portage, WI 53901

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Resolution No. 148-07, Accepting Bids on Tax-Delinquent Real Estate
Page 2 of 3

044-1202- 00000	TOWN OF WOODLAND: NETHERLANDS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 569.
Appraised value:	\$1,400.00
Bid:	\$2,125.00
Submitted by:	Helen Kozłowski, 301 Carter Ave., Wood Dale, IL 60191
044-1218- 00000	TOWN OF WOODLAND: NETHERLANDS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 585.
Appraised value:	\$1,300.00
Bid:	\$2,115.00
Submitted by:	Jerrold W. & Karen A. Hirsch, 8201 Forest Meadows Ct., Franklin, WI 53132
044-1375- 00000	TOWN OF WOODLAND: SIOUX TRAILS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 384.
Appraised value:	\$1,000.00
Bid:	\$1,368.00
Submitted by:	Flexzan Acquisitions, LLC, c/o Jeff Lizan, 201½ E. Conant St., Portage, WI 53901
044-1376- 00000	TOWN OF WOODLAND: SIOUX TRAILS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 385.
Appraised value:	\$1,000.00
Bid:	\$1,418.00
Submitted by:	Xcel Properties, LLC, c/o Bret Roberts, 13727 Rocky Point Dr., Herriman, UT 84096
044-1513- 00000	TOWN OF WOODLAND: STAGHORN ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 67.
Appraised value:	\$1,000.00
Bid:	\$1,234.00
Submitted by:	Xcel Properties, LLC, c/o Bret Roberts, 13727 Rocky Point Dr., Herriman, UT 84096

WHEREAS, Sauk County is now authorized by § 75.69 of the Wisconsin Statutes to accept the bids exceeding the appraised value of said property deemed most advantageous to it.

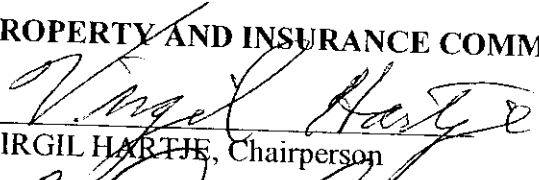
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Clerk is hereby instructed to issue Quit Claim Deeds for the above described real property to the above-named successful bidders upon receipt in full of the amounts of said bids by the Sauk County Treasurer;

AND BE IT FURTHER RESOLVED that the Sauk County Clerk is also authorized to accept the next successful bid exceeding the appraised value of any parcel if the successful bidder on said property does not make payment within a reasonable time as instructed by the Clerk.

For consideration by the Sauk County Board of Supervisors on December 18, 2007.

Respectfully submitted,

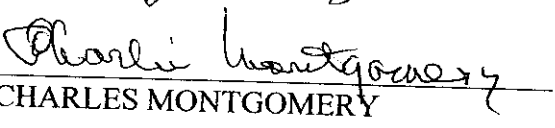
PROPERTY AND INSURANCE COMMITTEE


VIRGIL HARTJE, Chairperson


AL DIPPEL


KATHERINE ZOWIN


LARRY VOZZ


CHARLES MONTGOMERY

FISCAL NOTE:

Funds received provide sufficient revenue to reimburse Sauk County for its costs invested in the property.

KPB

RESOLUTION NO. 149 -07

Authorizing the Purchase of a Vehicle for the Environmental Health Specialist

WHEREAS, the Environmental Health Department's 2007 Adopted Budget allocated \$15,000 for the purchase of a vehicle for the Environmental Health Specialist; and,

WHEREAS, the state bid pricing was received; and,

WHEREAS, the most beneficial pricing for a 2008 Pontiac Vibe 4dr. hatch back is through the State of Wisconsin VendorNet Contract Number 07006-175-10, for \$16,151; and,

WHEREAS, the Health Department will use the existing 2002 model vehicle with 170,000 miles to offset mileage reimbursement costs for other staff until maintenance costs exceed the savings; and,

WHEREAS, the Public Health Board believes it to be in the best interests of Sauk County to purchase a car rather than to pay mileage; and,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Environmental Health Specialist is hereby authorized and directed to purchase one (1) 2008 Pontiac Vibe, for \$16,151 from Bob Fish Pontiac, West Bend, WI.

For consideration by the Sauk County Board of Supervisors on December 18, 2007.

Respectfully submitted

Public Health Board

Rose C. White
Rose White, Chairperson

Lowell Haugen
Lowell Haugen

Thomas Kriegel
Thomas Kriegel

Catherine Horenberger

Fiscal Note: The 2007 Adopted Budget contains \$15,000 for the purchase of a vehicle for the Environmental Health Specialist, and \$1,151 will be used from the available carry forward.

MIS Note: No Impact

COPY

Stacy Clement
Stacy Clement

Dr. Amy DeLong
Dr. Amy DeLong

Mary Pat Elsen
Mary Pat Elsen

**Request To Accept Proposal For Three (3) 41,000 GVW Patrol Trucks
from Capital City International, Madison, Wisconsin.**

WHEREAS, your Highway Department is in need of three (3) 41,000 GVW Patrol Trucks, and in a planned program of replacement, having set minimum specifications for same and,

WHEREAS, your Committee has agreed to accept the following proposal which met our specifications subject to County Board approval:

From: Capital City International
Madison, Wisconsin

Three (3) International 7400
41,000 GVW Patrol Trucks \$ 191,250.00

Less Trade In:
Sauk Co. Patrol Truck #122
Sauk Co. Patrol Truck #133
Sauk Co. Patrol Truck #135 (\$ 29,500.00)

Net Cost, F.O.B. Baraboo \$ 161,750.00

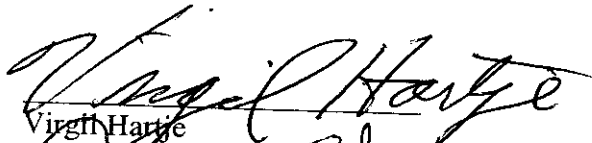
NOW, THEREFORE, BE IT RESOLVED, that the above bid be approved, it further being understood that this expenditure will be paid from Highway Department funds.

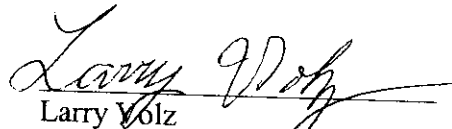
For Consideration by the Sauk County Board of Supervisors on December 18, 2007.

Respectfully submitted:

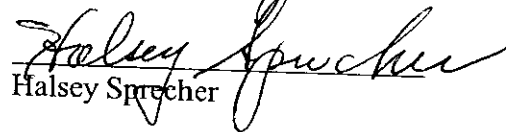
Sauk County Transportation/Parks Committee

COPY


Virgil Hartzel


Larry Volz


Donald Stevens


Halsey Sprecher


Martin (Tim) Meister

Fiscal Note: This Expenditure will be paid from Highway Fund Account #70-185010 for the fiscal year of 2008. *YAB*

Information System Note: No information system impact.

**SUMMARY SHEET
BID PROPOSAL**

BID LETTING DATE: November 14, 2007 at 10:00 a.m.
FOR THREE (3) 41,000 GVW PATROL TRUCKS

FIRM NAME	BADGER TRUCK CENTER	MID-STATE TRUCK SERVICE	CAPITAL CITY INTERNATIONAL		
MAKE & MODEL	STERLING L8511	INTERNATIONAL 7400	INTERNATIONAL 7400		
TOTAL COST F.O.B BARABOO	202,884. ⁰⁰	196,500. ⁰⁰	191,250. ⁰⁰		
LESS TRADE-IN	-21,450. ⁰⁰	-16,500. ⁰⁰	-29,500. ⁰⁰		
NET COST TAX FREE	\$181,434. ⁰⁰	\$180,000. ⁰⁰	\$161,750. ⁰⁰		
DELIVERY DATE	90-120 Days AFTER ORDER	60 TO 90 Days AFTER ORDER			
REMARKS			* LOW BID		