

- Agenda -



www.co.sauk.wi.us

**Sauk County Board Of Supervisors
Regular Meeting**

Tuesday, September 15, 2009
6:00 p.m.

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

• ***Special Meetings:***

Finance Committee at 5:30 p.m.

- ❖ In ETN Room 3rd floor;
- ❖ To consider: 1.) Approval of County vouchers; and
2.) Resolution -09 Authorizing the Issuance and Sale of
\$5,115,000 General Obligation Refunding Bonds.

Law Enforcement & Judiciary Committee at 5:30 p.m.

- ❖ In the Gallery of County Board Room #326A;
- ❖ To consider: 1.) Resolution to approve bidding and select a contractor for the
Law Enforcement Training Center.

Economic Development Committee at 5:45 p.m.

- ❖ In the Gallery of County Board Room #326A;
- ❖ To consider: 1.) *Possible* Resolution -09 Authorizing Reimbursement For
Attendance At The Winning Site Selection Projects: Preparing The Community,
Planning And Targeting Workshop.

- **Call to order regular meeting.**
- **Certify compliance with Open Meeting Law.**
- **Roll call.**
- **Invocation and pledge of allegiance.**
- **Adoption of agenda.**
- **Approval of minutes of previous meeting.**
- **Scheduled appearances: None.**
- **Public comment.**

- **Communications:**

Page #:

6 Letter from Mark N. Lundgren, Special Advisor to the Regional Commissioner, US General Services Administration (GSA), commending Dave Tremble, Land Preservation Specialist/Planner with the Sauk County Department of Planning and Zoning.

- **Bills & referrals.**
- **Claims.**
- **Appointments.**
- **Unfinished Business:** None.

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

Page #:

- a.) Beverly J. Mielke, Sauk County Clerk, rezoning petitions received per Wisconsin State Statutes 59.69(5)(e):
 - 7 – 10 **Petition #11-09** Rezoning request, Township of Woodland. From Single-Family Residential District to rural Community. Filed by Township of Woodland, c/o Robert Lange, Township Chair.
 - 11 – 15 **Petition #12-09** Zoning Text Change, Chapter 7, addressing regulation of sawmills and adding biofuel manufacturing as a special exception use under the Exclusive Agriculture, Resource Conservancy 35, Resource Conservancy 5. Filed by Sauk County Planning & Zoning Department.
- n/a b.) Comprehensive Planning Steering Committee: *Positioning Sauk County For the Future; Part I County Profile, Vision and Sustainability Framework; Part II Themes, Goals, Objectives and Features; and Part III Partnerships For Implementation (document available for review at the office of the Sauk County Clerk; and at: www.saukplan.org)*
- n/a c.) Karna Hanna, Executive Director, Sauk County Development Corporation: 2009 Annual Report; and 2009 Economic Update.
- 16-16a d.) Timothy Stieve, Emergency Management, Buildings & Safety Administrator: Progress of the new skilled nursing facility.
- n/a e.) Supervisor Endres, Chair, Sauk County Health Care Center Building Committee.
- n/a f.) Supervisor Endres, Vice-Chair, Executive & Legislative Committee.
- n/a g.) Marty Krueger, County Board Chair.
- n/a h.) Kathryn Schauf, Administrative Coordinator.

- **Consent Agenda:**

Page #:

- 17 **HEALTH CARE CENTER BOARD OF TRUSTEES:** Resolution 109-09 Commending Bev Milfred For 33 Years Of Faithful Service To the People Of Sauk County.
- 18 – 19 **LAW ENFORCEMENT & JUDICIARY:** Resolution 110-09 Recognizing The Wisconsin Court System Juror Appreciation Program.

• **Resolutions & Ordinances:**

Page #

COMMITTEE:

20 **ECONOMIC DEVELOPMENT:** Resolution 111-09 Authorizing Reimbursement For Attendance At The Winning Site Selection Projects: Preparing The Community, Planning And Targeting Workshop.

EXECUTIVE & LEGISLATIVE:

21 - 22 Resolution 112-09 Censure Of Sauk County Supervisor, District #2.

23 - 24 Resolution 113-09 Recommending That Sauk County Reconvene The Continuum Of Care Planning Committee To Investigate Programmatic Options And Appropriateness Of Further Continuum Development.

25 – 57 **FINANCE:** Resolution 114-09 Authorizing the Issuance and Sale of \$5,115,000 General Obligation Refunding Bonds.

HEALTH CARE CENTER BUILDING:

58 – 59 Resolution 115-09 Authorizing Purchases From Vodak Sales And Services For Televisions, Television Mounts And Installation Of Televisions For The New Sauk County Health Care Center.

60 Resolution 116-09 Authorization To Purchase Equipment Needed For The Fiber Optic Loop At The New Sauk County Health Care Center.

61 – 62 Resolution 117-09 Authorizing Purchases From Edward Don For China, Flatware, Glassware Small Wares And Miscellaneous Items For The New Sauk County Health Care Center.

63 – 64 Resolution 118-09 Authorizing To Contract With Graebel To Assist With Moving To The New Sauk County Health Care Center.

65 - 66 **LAW ENFORCEMENT & JUDICIARY:** Resolution 119-09 To Accept The Bid of _____ For Construction Of The Law Enforcement Training Center.

PERSONNEL:

67 – 72 Resolution 120-09 Ratifying the 2008-2009 Collective Bargaining Agreement Between Sauk County and AFSCME Local 3148 (Health Care Center).

73 – 74 Resolution 121-09 Establishing the 2010 Health Insurance Program for Sauk County.

PLANNING, ZONING AND LAND RECORDS:

- 75 - 80 Ordinance 122-09 Petition 7-2009 Approving The Rezoning Of Lands In The Town Of Franklin From An Exclusive Agricultural To A Commercial Zoning District Filed Upon Palmer Farms, Inc., Property Owner, Robert Palmer, Agent.
- 81 - 83 Resolution 123-09 Authorizing The Acquisition And Purchase Of Countywide Color Digital Orthophotography And Related Services.
- 84 – 84c Resolution 124-09 Opposing The Layoffs Of Department Of Commerce Private Onsite Wastewater Treatment System Program Staff.
- 85 – 88 **PROPERTY & RESOURCE:** Resolution 125-09 Authorizing The Sale Of Outlot At The Sauk County Health Care Center Property In The City Of Reedsburg To Reedsburg Utilities For A New Municipal Well.
- 89 – 95 **UW EXTENSION, ARTS & CULTURE:** Ordinance 126-09 Amending Chapter 38 Of The Sauk County Code Of Ordinances, Sauk County Cultural And Historic Resources Designation To Reflect Changes Made In The Rules Of The Board.

- Adjournment to a date certain.

Respectfully submitted,



Marty Krueger
County Board Chair

➤ **County Board members, County staff, and members of the public:**

For filing with the official records of the *Proceedings of the Sauk County Board of Supervisors*, **provide the County Clerk a copy of:**

- informational handouts distributed to Board members
- original letters and communications presented to the Board

➤ **County Board members:**

Stop in the Office of the County Clerk prior to each Board meeting to sign original resolutions and ordinances.

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.

Agenda mail date via United States Postal Service, Thursday, September 10, 2009

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

s:/admin/CoBdAgendas/2009/ctybdagendaSEPTEMBER152009.doc



GSA Great Lakes Region

August 25, 2009

Mr. Dave Tremble
Land Preservation Specialist/Planner
Sauk County Department of Planning and Zoning
505 Broadway Street - Room 248
Baraboo, WI 53913

RECEIVED

AUG 26 2009

SAUK COUNTY BOARD CHAIR
BARABOO, WISCONSIN

Dear Dave:

Thank you for including me on your email message of August 3rd notifying your many acquaintances of the pending departure from your position on August 28th. I am honored that you included me among the recipients of your message, and I regret I will be unable to be there in person to see you this week.

It was my distinct pleasure to work with you from 2001 to 2007 during my tenure as the project officer for GSA responsible for the disposal of the Badger Army Ammunition Plant. Your farewell email message was so characteristically modest of you, reflecting the team player you are, always putting the greater good above any personal agenda. Whether you were representing Sauk County at our Badger Intergovernmental Group meetings or sitting with the interested members of the community, I always felt you provided a steady guiding hand behind the scenes to assist the county to move forward in the best directions possible on all issues. In our interpersonal dealings, I always found you to be earnest, honest, straightforward, and pure in all your interactions, representations, and conduct. With all your experience and admirable qualities, Sauk County will be the lesser for your absence from the Department of Planning and Zoning. Although somehow, I just know you will continue your involvement as a professional and as an interested member of your community.

I hope we will stay in touch with one another, and I would welcome being able to work with you again someday in our future endeavors. I wish you all the best life has to offer.

Sincerely,

MARK N. LUNDGREN, AICP
Special Advisor to the Regional Commissioner
Public Buildings Service

COPY

Copies to:

- ✓ Marty Krueger, Chair, Sauk County Board of Supervisors
- Mark Steward, Director, Department of Planning and Zoning

U.S. General Services Administration
230 South Dearborn Street
Chicago, IL 60604-1696
www.gsa.gov

Petition # 11-2009
RECEIVED

2009 DEVELOPMENT APPLICATION
Sauk County Office of Planning and Zoning
505 Broadway Street - Sauk County West Square Building
Baraboo, Wisconsin 53913
(608) 355-3285

AUG 17 2009

SAUK COUNTY CLERK
BARABOO, WISCONSIN

COPY

Instructions:

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat Rezoning Development Plan Zoning Text Change

ZONING: CURRENT Single-Family Residential
 PROPOSED Rural Community

NAME OF SUBDIVISION: NA

PROJECT LOCATION: Unincorporated Village of Valton

TOWNSHIP: Woodland

PROPERTY OWNER Various

APPLICANT: Town of Woodland c/o Robert Lange, Town Chair

PHONE NUMBER: 608-464-7233

MAILING ADDRESS: S491 County Road G, Wonewoc, WI 53968

SIGNATURE OF APPLICANT Robert A. Lange DATE 8-10-09

Fee Paid \$500.00

Receipt # 34296 (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 Lehman

RECEIVED

AUG 13 2009

SAUK COUNTY DEPARTMENT
OF 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) NA

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

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	SFR	Single family homes & other misc
North	Gen Ag.	Agricultural Fields
South	Gen Ag.	Agricultural Fields
East	Gen Ag.	Agricultural Fields
West	Gen Ag.	Agricultural Fields

JUSTIFICATION STATEMENT

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

1. General description of the request.

Implementation of the *Town of Woodland Comprehensive Plan* to maintain, promote and develop the unincorporated Village of Valton in a fashion that retains the traditional rural character and environment. To remove the current predominant zoning of Single family Residential to create opportunities for expanded and mixed uses and commercial activities. To apply the Rural Community Zoning District developed and adopted by Sauk County to achieve the primary objective of retaining while also building upon traditional rural hamlet character and community.

2. Related background information on the project and site.

See No. 1 above

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

4

See No. 1 above.

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

Not Applicable, the sole owner of record of the
Owner's Name

property legally described as:

See attached map for affected properties.

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

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

subject property for the purpose Resone 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

Petition # 12-2009

2009 DEVELOPMENT APPLICATION
Sauk County Office of Planning and Zoning
505 Broadway Street - Sauk County West Square Building
Baraboo, Wisconsin 53913
(608) 355-3285

RECEIVED

AUG 26 2009

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: N/A

NAME OF SUBDIVISION (if applicable) _____

PROJECT LOCATION Sauk County

TOWNSHIP _____

PROPERTY OWNER _____

APPLICANT Sauk County Planning & Zoning

COPY

PHONE NUMBER 608-355-3285

MAILING ADDRESS West Square Building, 505 Broadway, Baraboo, WI 53913

SIGNATURE OF APPLICANT _____ DATE _____

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 YN
- County Supervisor All

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.

Chapter Zoning Ordinance

Note: The proposed amendment to the Sauk County Zoning Ordinance addresses the regulation of sawmills and add biofuel manufacturing as a special exception use under the Exclusive Agriculture, Resource Conservancy 35, Resource Conservancy 5.

Sawmills

The amendment primarily adds the definition of sawmill as follows:

Add to Definitions (7.02 (86)) (then renumber the rest)

(86) Sawmill. A facility where logs are sawn into wood products. Sawmills that process only logs from the same farm on which the sawmill is located, as long as the farm is owned or leased in whole or in part by the sawmill owner, are exempt from the special exception permit requirements contained in Sauk County Code § 7.05(2)(l)9, 7.05B(2)(b)11, 7.10(2)(b)11, 7.10A(2)(b)10. Any written lease must be for a minimum period of three years.

Possible change to the Special Exception Permit language:

Keep as is: 7.05(1)9. "Saw mills, when located on the same premises for more than ten (10) days."

Amend the following: 7.05B (2) (b) 5. "Agricultural related businesses including, but not limited to, farm implement dealers, feed mills dealers, fertilizer dealers, stockyards, ~~fuel alcohol stills~~ biofuel

~~manufacturing, veterinary services, and sawmills located on the same premises for more than ten (10) days.”~~

Add the following: 7.05B (2) (b) 11. Sawmills, when located on the same premises for more than ten (10) days.

Amend the following: 7.10 (2) (b) 7. Resource Conservancy – 35: “Agricultural related businesses including, but not limited to, farm implement dealers, feed mills ~~dealers~~, fertilizer dealers, ~~fuel alcohol stills~~ **biofuel manufacturing**, veterinary services, ~~and sawmills located on the same premises for more than ten (10) days.”~~

Add the following: 7.10 (2) (b) 11. Sawmills, when located on the same premises for more than ten (10) days.

Amend the following: 7.10A (2) (b) 7. Resource Conservancy – 5: “Agricultural related businesses including, but not limited to, farm implement dealers, feed mills ~~dealers~~, fertilizer dealers, ~~fuel alcohol stills~~ **biofuel manufacturing**, veterinary services, ~~and sawmills located on the same premises for more than ten (10) days.”~~

Add the following: 7.10A (2) (b) 10. Sawmills, when located on the same premises for more than ten (10) days.

Chapter 7 Zoning Ordinance is scheduled for a rewrite once the Sauk County Comprehensive Plan is completed and adopted, which is expected at year-end 2009. The rewrite process will likely take a year or more. While the amendments under this petition could be addressed under this rewrite process, the PZLR Committee felt it necessary to complete these amendments at this time to assure continued consistency and clarity.

SITE/PLOT PLAN

Submit the following plan(s):

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

SURVEY/PLAT

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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 Brian Simmert, 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 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

August 6, 2009 preliminary survey of construction of New Health Care Center

ISSUE #	ISSUE	William McClary - Comments	Nick Hartwig - Comments (Updated 8-10-09)	RESOLUTION
1	10 non-exit doors going to the 4 neighborhood gardens and the central park area must have NO EXIT signs displayed on the doors. 2000 NFPA 101 Chapter 7	FYI	Signage by owner	Signage will be place on these doors indicating they are not an exit door.
2	Dave Beyer was going to check if there is an issue with the spa room shower threshold height.	FYI	per phone coversion on 8/7/09 w/ Dave Beyer not an issue if less than 1/2"	NOT AN ISSUE
3	Drop down handrails for toilets in resident bathrooms need a variance for use. Use has not been established in the 2000 Life Safety Code so approval is not granted yet. Check with Horthy Elving for an accepted variance established before construction.	documentation required for survey	Per phone conversation on 8/7/09 w/ Dave Beyer they are aware of this issue and a variance should not be a problem. Horthy Elving to check on variance	Letter requesting Variance submitted to State on 8-26-09. Per phone conversation with David Beyer this will be approved.
4	Pass throughs in resident restrooms are considered a closet and may need variance to waive the need for a sprinkler. May be dependant on size of cabinet (sq. ft.)	documentation required for survey	Horthy Elving verify Requirements	Horthy Elving believes we meet present codes and has sent a letter explaining such to David Beyer.
5	The pass through in resident rooms opens to the corridor through a rated wall. The door on the corridor side needs to use a positive bolt type latch (not a magnetic latch)	documentation required for survey	Horthy Elving verify Requirements, look for hardware options if need be	Horthy Elving believes hardware they specified meets code requirement, hardware installed was not what was specified/approved by Horthy Elving. This has been also covered in the letter to David Beyer.
6	Resident restrooms need a door handle that eliminates the risk of the resident getting their fingers pinched upon closing or opening of the door.	documentation required for survey	Horthy Elving verify requirements, look for different options if need be	Door handled has been modified to meet requirements, David Beyer has tentatively OK'd.
7	No smoke detectors are to be located within 3 ft. of any HVAC supply or return grill fixture.	FYI	I will verify with installer	Kraemer verified.
8	Storage rooms < 50 sq. ft. need door, 50 to 100 sq. ft. need automatic door closer, > 100 sq. ft. need door closer 1 hr. wall, frame, & door	FYI	Horthy Elving verify	Horthy Elving believes we meet present codes and has sent a letter explaining such to David Beyer.
9	Towel closet in spa room has to be sprinkled. Need to check if the sprinkler in front of closet is adequate by code (considered a water curtain).	documentation required for survey	Freedom Fire Protection stated this will act as a water curtain	Freedom Fire Protection stated this will act as a water curtain
10	Return air transfer grills from resident room to corridor may need smoke dampers. (going through rated wall)	documentation required for survey	Per phone coversion on 8/7/09 with Dave Beyer still may be an issue. He is concerned with air mixing from below ceiling to above ceiling. Horthy Elving review	Horthy Elving believes we meet present codes and there Engineer discussed this with the State prior to doing this, letter explaining such to David Beyer.
11	Verify smoke detectors in serving kitchen because they are open to the corridor.	FYI	No smoke. Have to add	Heat Detector being added.
12	Stove in serving kitchen may need ansul type fire extinguishment system if use is deemed by CMS to require it.	documentation required for survey	Horthy Elving verify Requirements	Horthy Elving believes this type of system is not required and have addressed this in the letter to David Beyer.
13	Pantry storage closet left side of serving kitchen if used to store any combustables will need a sprinkler, may be able to use a water curtain as in the spa areas.	documentation required for survey	Horthy Elving to review with owner. If combustibles are stored we will have move sprinkler head can not add per Freedom Fire Protection	Combustibles not stored in these areas, Horthy Elving addressed this in the letter to David Beyer.
14	Exit lighting must maintain 1 foot candle at ground level all the way to public access street as well as a backup system to have .2 candle if system fails. Send E-mail to Dave Beyer for more specifics on regulation.	FYI	Horthy Elving to verify requirements, Dave Beyer stated to See NFPA 101 (2000 Edition) 7.8.1.3 and 7.8.1.4	Horthy Elving has issued a PR to address this.
15	Cable trays that pass through fire & smoke rated walls have to be protected, fire pillows may not be enough protection. Greater than 80 sq. in. requires protection (Need documentation) Dave Beyer to verify send photos.	documentation required for survey	Need to send UL listed assembly and detail of what will be used to seal these openings, Horthy Elving verify	UL Listing information sent with letter to David Beyer.
16	Verify there is a smoke detector by fire panel sometimes this is overlooked.	FYI	Yes there is	Yes there is
17	R126 Reception area opening to corridor has to have some type of smoke / fire protection to corridor because it is greater than 80 sq. in. opening (verify if rolling counter door is acceptable)	documentation required for survey	Per phone coversion on 8/7/09 with Dave Beyer rolling counter door is acceptable as long as positive latching	Per phone conversation on 8/7/09 with Dave Beyer rolling counter door is acceptable as long as positive latching
18	R126 Reception window to canteen area is greater than 80 sq. in. can not be an operable window. (possibility of leaving it open will deminish the fire rating of the wall structure)	documentation required for survey	Per phone conversation on 8/7/09 with Dave Beyer canteed operable window is acceptable because it is positive latching	Per phone conversation on 8/7/09 with Dave Beyer canteed operable window is acceptable because it is positive latching
19	Reception area work room may have problem with combustables because of copy machines in that area. (Area is greater than 100 sq. ft. with combustables must be protected)	documentation required for survey	Horthy Elving to verify requirements	Horthy Elving believes we meet present codes and has sent a letter explaining such to David Beyer.
20	Verify walk in cooler & freezer must be sprinkler protected.	FYI	Yes it is	Yes it is
21	Resident room bed mattresses must meet flame spread standards. Chapter 18 of Life Safety Code	documentation required for survey	Owner issue	Documentation will be available on mattresses.
22	Trougher type light fixtures as well as other light fixtures in 1 hour fire rated ceiling must also be of a 1 hour rating to maintain fire rating. Need UL listing	documentation required for survey	RFI sent. Horthy Elving to provide detail	UL Listing information sent with letter to David Beyer.

23	Conduits above ceiling must have the ends of conduits calked with fire rated material.	documentation required for survey	I will talk with subs	Kraemer making sure Sub-contractors take care of this issue.
24	The base tile in the spa rooms was questioned about not joining the floor in the corner but must have a return terminating away from the wall. CMS	FYI	Per phone conversation on 8/7/09 w/ Dave Beyer this is not an issue	Per phone conversation on 8/7/09 w/ Dave Beyer this is not an issue
25	A 1/8" or greater gap between double doors in or facing a corridor requires an astragal.	FYI	Verify Hardware groups and installation	Verified hardware groups and installation
26	All 1 hr. rated access doors need to be self closing.	FYI	All rated access doors have springs for self closing	Verified that all doors have proper self closing.
27	Verify windows meet code in smoke wall at R115 corridor.	documentation required for survey	Horty Elving to verify	Horty Elving advises this window meets code and addressed this in the letter to David Beyer.
28	Verify flame spread rating documentation on folding partition in Neighborhood A, B, C, D, and multiuse room.	documentation required for survey	No Flame Spread Rating, door panels are made of gyp bd with wood veneer attached to be stained and sealed in the field. HE verify requirements to see if we should use special sealer to achieve a certain rating	Horty Elving has issued a PR to address the multi-purpose room wall, need to verify requirements on neighborhood walls.
29	No wire shall hang from or over sprinkler pipe.	FYI	I will discuss with subs	Kraemer making sure Sub-contractors take care of this issue.
30	Verify A129 door frame is 1 hr. rated but door doesn't have rating on it.	FYI	This is what was specified by Horty Elving. There are a number of openings that have a rated frame only. See PR 20. Verify if correct	These frames are protecting a column inside the wall, room is not a 1 hour rated room thus door does not require rating.
31	Verify UL fire rating on electric fireplace	documentation required for survey	ANSI/UL 2021	Verified, Documentation will be made available.

RESOLUTION No. 109-09

Commending **Bev Milfred** for 33 Years of Faithful Service
To the People of Sauk County

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

WHEREAS, BEV MILFRED has faithfully served the people of Sauk County as a CNA at the Sauk County Health Care Center for 33 years; and

WHEREAS, BEV MILFRED will leave her position on September 17, 2009;

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends **BEV MILFRED** for her 33 faithful years of service to the people of Sauk County;

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

For consideration by the Sauk County Board of Supervisors on September 15, 2009.

Respectfully submitted,

SAUK COUNTY HEALTH CARE CENTER BOARD OF TRUSTEES

Paul Endres

Linda Borleske

Arthur Carlson

Henry Netzing

William Higgins

Terri Langer

Larry Schroeder

No Fiscal Impact *YFB*
No Information System Impact

COPY

RESOLUTION NO. 110 - 09
RESOLUTION RECOGNIZING THE WISCONSIN
COURT SYSTEM
JUROR APPRECIATION PROGRAM

WHEREAS, the right to have a trial by a fair and representative jury is an essential safeguard protected by both the United States and Wisconsin constitutions; and,

WHEREAS, service as a juror in the Sauk County Circuit Court is, along with voting, one of the most important responsibilities of citizenship; and,

WHEREAS, the Wisconsin State Court System, partnering with the State Bar of Wisconsin, has established September as Juror Appreciation Month, a time to publicly recognize the contribution of those who are summoned and serve.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby supports the goals of Juror Appreciation Month:

- Educate the public about jury duty and the importance of jury service, and
- Applaud the efforts of jurors who fulfill their civic duty, and
- Ensure that all jurors are treated with respect and that their service is not unduly burdensome.

BE IT FURTHER RESOLVED, that the Sauk County Board of Supervisors extends its sincere thanks and appreciation to all employers who pay employees their normal wages while allowing them to serve as jurors, preventing financial hardship and fostering community strength.

BE IT FINALLY RESOLVED, that the Sauk County Board of Supervisors honors the service and commitment of citizens who perform jury duty, who by participating in the judicial process aid those elected to serve the citizens of Sauk County by preserving the rule of law, the basis for a free society.

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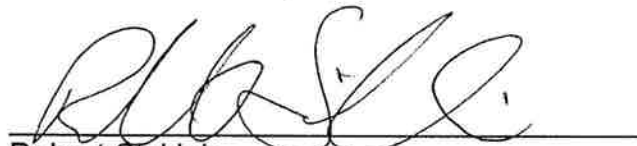
**RESOLUTION NO. 110-09
RESOLUTION RECOGNIZING THE WISCONSIN
COURT SYSTEM
JUROR APPRECIATION PROGRAM**

For consideration by the Sauk County Board of Supervisors on September 15, 2009.

Law Enforcement & Judiciary Committee:



Don Stevens, Chairperson



Robert Sinklair



Peter Tollaksen

Charles Montgomery



Freiderick Halfen

FISCAL NOTE: No fiscal impact.

KPB

RESOLUTION NO. 111 - 09

AUTHORIZING REIMBURSEMENT FOR ATTENDANCE AT THE WINNING SITE SELECTION PROJECTS: PREPARING THE COMMUNITY, PLANNING AND TARGETING WORKSHOP

WHEREAS, on October 21, 2009 the Alliant Energy Economic and Community Development will host a workshop in Madison; and,

WHEREAS, this session will include an overview of economic development and community “development-readiness”; trends and best practices, and case studies covering topics such as the relationship between community and economic development, Target Industry Analysis, the site selection process and marketing; and,

WHEREAS, the Rules of the Board stipulate that attendance at a school, institute or meeting which is not a part of regular committee meetings requires approval by the County Board of Supervisors (Rule V. A. of the Rules of the Sauk County Board of Supervisors.).

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby approves compensating and reimbursing expenses of County Board of Supervisors for attendance at the October 21, 2009, Winning Site Selection Projects: Preparing the Community, Planning and Targeting workshop, with Robert Pittman and Jennifer Tanner from Janus Economics at the Holiday Inn Madison at the American Center in Madison.

For consideration by the Sauk County Board of Supervisors on September 15, 2009.

Respectfully submitted,

ECONOMIC DEVELOPMENT COMMITTEE

MARTIN F. KRUEGER, Chair

AL DIPPEL

JOEL GAASLWYK

MARCY HUFFAKER

GERALD L. LEHMAN

DONALD C. STEVENS

KATHERINE A. ZOWIN

COPY

Fiscal Note: If 2 Board members were to attend, the total cost would be:

Estimated Costs	Cost Per Person	Number of Persons	Total Estimated Cost
Registration (1)	\$40.00	2	\$80.00
Meals and Expenses (i.e. hotel, parking, etc.)(2)	\$10.00	2	\$20.00
Per Diem and Benefits	\$50.00	2	\$100.00
Mileage (average)	\$75.00	1	\$75.00
Total Estimated Costs	\$175.00		\$275.00

1. Cost per person is \$40 per member after one initial registration. *YFB*

MIS Note: No MIS impact.

RESOLUTION NO. 112-09

CENSURE OF SAUK COUNTY SUPERVISOR, DISTRICT #2

WHEREAS, Wis. Stat. § 59.11 provides that “all persons conducting themselves in an orderly manner may attend” a County Board meeting and further allows that a board may punish a member for infractions of its rules by imposing the penalty provided in the rules; and

WHEREAS, Rules of the Sauk County Board of Supervisors (“Rules of the Board”) require the Chair to preserve order and decorum and further states that “personalities shall be avoided and propriety observed” Rule I. D. and Rule VI. B. ; and

WHEREAS, “Personalities” is defined as disparaging or offensive statements referring to a particular person; and

WHEREAS, the Rules of the Board provide that Robert’s Rules shall govern the proceedings of the Board; and

WHEREAS, Robert’s Rules of Order require decorum during debate, including statements having bearing on the pending motion, avoiding personalities, attacking or questioning the motives of another, and avoiding speaking adversely on any prior act of the society; and

WHEREAS, Robert’s Rules of Order provide that in cases of obstinate or grave breach of order the Chair can prefer charges to the assembly, the assembly then has a right to vote on the type of punishment to impose for the breaches of order; and

WHEREAS, on April 21, 2009, at a regular meeting of the Sauk County Board of Supervisors, Supervisor Steven Bach gave and allowed questions regarding a report from the Finance Committee entitled preliminary 2008 Sauk County Jail Summary, Pod A. In questioning, Supervisor Thomas Kriegl made the following statements: 1) “This report is Enron accounting and voodoo economics, and you are trying to limit us to that.” 2) “I have another question related to this report, even though it’s Enron accounting and voodoo economics.” 3) and, “You [Supervisor Bach] couldn’t even answer any one of my questions, how do you pretend that you understand this?” ; and

WHEREAS, on July 28, 2009, at a regular meeting of the Sauk County Library Board, Supervisor Thomas Kriegl was called out of order three times and referred to the County Chair as “Sheriff Krueger” and the County Corporation Counsel as a “dictator,” and speaking on topics not germane to any agenda items; and

WHEREAS, on July 21, 2009, at a regular meeting of the Sauk County Board of Supervisors, Supervisor Thomas Kriegl made the following statement regarding the County Administrative Coordinator’s report to the Board: “That would be valuable, more valuable than what you just said”; and

WHEREAS, on August 18, 2009, at the regular meeting of the Sauk County Board of Supervisors, Supervisor Thomas Kriegl, made the following remark: “As long as Corporation Counsel is talking about this, this reminds me of when we had the illegal increase of the photo copy fee and two months later she still didn’t seem to know the law, so I don’t have a whole lot of confidence that we have the right legal advice on this thing”; and

COPY

WHEREAS, repeated attempts have been made to bring Supervisor Thomas Kriegl into compliance with the above stated rules; and

WHEREAS, the above conduct and speech substantially hinders the effective functioning of Sauk County government and the Board has an interest in maintaining an orderly operation; and

WHEREAS, the above conduct has threatened the deliberative process by causing personal hostility;

WHEREAS, the above described behavior threatens the ability of the Sauk County Board of Supervisors to conduct business with decency, deliberation and order and deteriorates the proper functioning of Sauk County government and its institutional integrity;


NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board met in regular session, that the Sauk County Supervisor from District #2, Thomas Kriegl, is censured for the behavior described above.

AND BE IT FURTHER RESOLVED, that further behavior of this sort should not continue without the possibility of censure and/or further penalty.

For consideration by the Sauk County Board of Supervisors on September 15, 2009.

Respectfully submitted,

EXECUTIVE & LEGISLATIVE COMMITTEE



MARTY KRUEGER, Chair



DONALD STEVENS



WILLIAM F. WENZEL

PAUL ENDRES



JOAN FORDHAM

FISCAL NOTE: No fiscal impact. *KPB*

MIS NOTE: No MIS impact.

RESOLUTION 113-09

RECOMMENDING THAT SAUK COUNTY RECONVENE THE CONTINUUM OF CARE PLANNING COMMITTEE TO INVESTIGATE PROGRAMMATIC OPTIONS AND APPROPRIATENESS OF FURTHER CONTINUUM DEVELOPMENT

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, the Family Care program has been in operation and has provided services to the population identified as part of the services envisioned in a continuum of care; and,

WHEREAS, the new skilled nursing facility will become operational in November of 2009; and,

WHEREAS, additional study is required to assure that decisions concerning the future of programs and services 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 explore the policy issues associated with the development of the health care campus; and,

BE IT FURTHER RESOLVED, that the Continuum of Care Committee will investigate a range of alternatives for long term health related 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,

BE IT FURTHER RESOLVED, that a Continuum of Care Committee include representatives from the following committees: Human Services Board, Property and Resources, Finance, Executive and Legislative, Board of Trustees, Board of Public Health, and the Aging and Disability Resources Center; and,

BE IT FINALLY RESOLVED, that the Continuum of Care Committee report its progress quarterly to the Sauk County Board of Supervisors.

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RESOLUTION NO. ¹¹³-09

RECOMMENDING THAT SAUK COUNTY RECONVENE THE CONTINUUM OF CARE PLANNING COMMITTEE TO INVESTIGATE PROGRAMMATIC OPTIONS AND APPROPRIATENESS OF FURTHER CONTINUUM DEVELOPMENT

For consideration by the Sauk County Board of Supervisors on September 15, 2009.

Respectfully submitted

EXECUTIVE AND LEGISLATIVE COMMITTEE

MARTY KRUEGER, Chairperson

PAUL ENDRES, Vice Chairperson

JOAN FORDHAM

DONALD STEVENS

WILLIAM WENZEL

Fiscal Note: It is estimated that each meeting will cost approximately \$500 including per diem, related benefits and mileage. About \$7,000 remains from previously appropriated funds, and about \$800 more is in the requested 2010 budget. This is enough funding for 15 meetings.

AmB

MIS Note: No MIS impact

RESOLUTION NO. 114

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$5,115,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, on November 13, 2007, the County Board of Supervisors of Sauk County, Wisconsin (the "County") adopted Resolution No. 132-07 (the "Initial Resolution"), by a vote of more than three-quarters of the members-elect of the County Board, 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");

WHEREAS, pursuant to the Initial Resolution, the County Board of Supervisors also 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 those expectations are continued as shown on the attached Schedule 1;

WHEREAS, on December 31, 2007, the County issued its \$5,000,000 General Obligation Promissory Notes dated December 31, 2007 for the purpose of financing a portion of the Project;

WHEREAS, on April 8, 2008, the County issued its \$10,000,000 Bond Anticipation Notes dated April 8, 2008 (the "2008 Notes") to provide interim financing for the project and covenanted to issue general obligation bonds authorized by the Initial Resolution to provide for payment of the Notes;

WHEREAS, the County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of the County to raise funds for the purpose of refinancing \$5,000,000 in principal amount of the 2008 Notes (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said cost;

WHEREAS, the County Board of Supervisors deems it to be necessary, desirable and in the best interest of the County to refund the Refunded Obligations for the purpose of providing permanent financing for a portion of the Project;

WHEREAS, counties are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations; and

WHEREAS, it is the finding of the County Board of Supervisors that it is necessary, desirable and in the best interest of the County to authorize the issuance of and to sell its General Obligation Refunding Bonds (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal");

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the

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principal sum of FIVE MILLION ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$5,115,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. To evidence the obligation of the County, 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, the Bonds aggregating the principal amount of FIVE MILLION ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$5,115,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$5,115,000; shall be dated October 13, 2009; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum; and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2010. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on October 1, 2020 and thereafter shall be subject to redemption prior to maturity, at the option of the County, on October 1, 2019 or on any date thereafter. Said Bonds 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 Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.

Section 4. Form of the Bonds. The Bonds 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 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds 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 2009 through 2022 for the payments due in the years 2010 through 2023 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the

County 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, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$5,115,000 General Obligation Refunding Bonds, dated October 13, 2009" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Bonds; (ii) any excess premium which may be received by the County above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the County and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. In order to accomplish the purpose for which the Bonds are issued, proceeds of the Bonds shall be transferred to the Escrow Account, as provided in Section 18 hereof. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and their ownership, management and use will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. 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 Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the

Bonds provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), 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 (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the County Clerk or County Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Bonds. The County shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond 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 Bond 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 Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, 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 Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the County at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds 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 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by 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. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners 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 the Undertaking shall not be an event of default with respect to the Bonds).

The County Clerk, or other officer of the County charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 18. Escrow Agent; Escrow Agreement; Escrow Account. Associated Trust Company, National Association, Green Bay, Wisconsin, is hereby appointed escrow agent for the County, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The Chairperson and County Clerk are hereby authorized and directed to execute an escrow agreement substantially in the form attached hereto as Exhibit D (the "Escrow Agreement") (such form may be modified by said officers prior to execution, the execution of

such agreement by said officers to constitute full approval of the County Board of Supervisors of any such modifications), with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the Refunded Obligations, other than any accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 19. SLGS Subscriptions. The Escrow Agent and Robert W. Baird & Co. Incorporated are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase other U.S. government securities on behalf of the County in such amount as is necessary in order to carry out the Refunding.

Section 20. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on October 1, 2010 at a price of par plus accrued interest to the date of redemption.

The County hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 21. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.


Section 22. Bond Insurance. If the Purchaser of the Bonds determines to obtain municipal bond insurance with respect to the Bonds, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 23. 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.


For consideration by the Sauk County Board of Supervisors on September 15, 2009.

Respectfully Submitted,
Sauk County Finance Committee


Tommy Lee Bychinski, Chairperson


Joan Fordham


Steven Bach


Martin F. Krueger


William Wenzel

Adopted and recorded this 15th day of September, 2009.

Martin F. Krueger,
Chairperson

ATTEST:

Beverly J. Mielke,
County Clerk

(SEAL)

Fiscal Note: In April of 2008, Sauk County issued \$10 million of bond anticipation notes for the construction and equipping of a new skilled nursing facility. These short-term notes will mature April 2011 if not refinanced prior to that date. These general obligation bonds refinance half of the bond anticipation notes. KPB

Information Systems Note: No information systems impact.

SCHEDULE 1

Schedules Supporting Reasonable Expectations

(See Attached)

2009 Financing Plan As Structured In 2007 Health Care Facility - Example Financing Plan

LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE	+ NEW DEBT	= COMBINED DEBT SERVICE	- OFFSETTING SALES TAX REVENUES	= SUPPORTED DEBT SERVICE	MILL RATE (a)	YEAR DUE
2006	2007	\$3,350,539		\$3,350,539	\$3,111,914	\$238,625	\$0.039778	2007
2007	2008	\$2,437,651		\$3,357,946	\$2,187,651	\$1,170,295	\$0.184015	2008
2008	2009	\$2,442,964		\$3,081,985	\$2,192,964	\$889,021	\$0.128673	2009
2009	2010	\$2,443,151		\$3,352,976	\$2,193,151	\$1,159,825	\$0.154520	2010
2010	2011	\$2,445,420		\$3,351,641	\$2,195,420	\$1,156,221	\$0.141791	2011
2011	2012	\$2,444,533		\$3,353,073	\$2,194,533	\$1,158,540	\$0.130778	2012
2012	2013	\$2,446,263		\$3,354,353	\$2,446,263	\$908,090	\$0.094356	2013
2013	2014	\$1,989,573		\$3,351,038	\$1,989,573	\$1,361,465	\$0.130215	2014
2014	2015	\$2,001,373		\$3,353,438	\$2,001,373	\$1,352,065	\$0.119033	2015
2015	2016	\$1,991,873		\$3,351,675	\$1,991,873	\$1,359,803	\$0.110195	2016
2016	2017	\$1,988,873		\$3,349,750	\$1,988,873	\$1,360,878	\$0.101513	2017
2017	2018	\$2,006,868		\$3,232,295	\$2,006,868	\$1,225,428	\$0.084141	2018
2018	2019	\$2,003,068		\$3,231,895	\$2,003,068	\$1,228,828	\$0.077665	2019
2019	2020	\$2,004,345		\$3,233,523	\$2,004,345	\$1,229,178	\$0.071510	2020
2020	2021	\$2,002,000		\$3,229,628	\$2,002,000	\$1,227,628	\$0.065741	2021
2021	2022		\$1,227,800	\$1,227,800		\$1,227,800	\$0.060522	2022
2022	2023		\$1,190,725	\$1,190,725		\$1,190,725	\$0.054027	2023
2023	2024		\$1,228,425	\$1,228,425		\$1,228,425	\$0.051306	2024
2024	2025		\$1,232,525	\$1,232,525		\$1,232,525	\$0.047384	2025
2025	2026		\$1,231,700	\$1,231,700		\$1,231,700	\$0.043587	2026
2026	2027		\$1,228,500	\$1,228,500		\$1,228,500	\$0.040017	2027
		<u>\$33,998,490</u>	<u>\$22,876,917</u>	<u>\$56,875,427</u>	<u>\$32,509,865</u>	<u>\$24,365,562</u>		

(a) Mill rate based on 2007 Equalized Valuation (TID-OUT) of \$6,359,767,000 increasing 8.64% annually.

8.64% is the average annual growth rate from 2002-2007.

Debt Service Tax Levy/Rate Limit: 1992 Debt Levy Mill Rate..... \$0.21404

Health Care Facility - Example Financing Plan

		FINAL PRICING			FINAL PRICING			POS			PRELIMINARY			
		\$5,000,000 G.O. PROMISSORY NOTES Dated December 31, 2007 (First Interest 10/1/08)			\$10,000,000 BOND ANTICIPATION NOTES Dated April 8, 2008 (First Interest 4/1/10)			\$5,115,000 G.O. REFUNDING BONDS Dated October 13, 2008 (First Interest 4/1/10)			\$5,000,000 G.O. REFUNDING BONDS Dated July 1, 2010 (First Interest 4/1/11)			
LEVY YEAR	YEAR DUE	PRINCIPAL (10Y)	INTEREST AVG= 3.89%	TOTAL	Lease: Bid Premium Applied To Debt Service	INTEREST AVG= 3.30%	Lease: Bid Prem / Inv Earn Applied To Debt Service	PRINCIPAL (10Y)	INTEREST AIC= 4.20%	TOTAL	PRINCIPAL (10Y)	INTEREST AIC= 4.73%	TOTAL	NEW DEBT SERVICE
2007	2008	\$800,000	\$142,642	\$942,642	(\$22,347)									
2008	2009	\$50,000	\$161,488	\$211,488		\$488,583	(\$61,050)							\$920,205
2009	2010	\$275,000	\$159,738	\$434,738		\$165,000	(\$8,250)	\$110,000	\$208,337	\$316,337				\$639,024
2010	2011	\$235,000	\$150,113	\$385,113				\$15,000	\$210,703	\$225,703			\$295,406	\$508,625
2011	2012	\$245,000	\$141,888	\$386,888				\$75,000	\$210,328	\$285,328			\$236,325	\$1,018,721
2012	2013	\$255,000	\$133,313	\$388,313				\$75,000	\$208,453	\$283,453			\$236,325	\$1,255,046
2013	2014	\$740,000	\$123,750	\$863,750				\$55,000	\$206,390	\$261,390			\$236,325	\$1,491,441
2014	2015	\$770,000	\$98,000	\$868,000				\$45,000	\$204,740	\$249,740			\$236,325	\$1,727,766
2015	2016	\$800,000	\$85,200	\$885,200				\$55,000	\$203,278	\$258,278			\$236,325	\$1,964,091
2016	2017	\$830,000	\$33,200	\$863,200				\$60,000	\$201,353	\$261,353			\$236,325	\$2,200,416
2017	2018							\$790,000	\$199,103	\$989,103			\$236,325	\$2,436,741
2018	2019							\$825,000	\$187,503	\$992,503			\$236,325	\$2,673,066
2019	2020							\$880,000	\$132,853	\$992,853			\$236,325	\$2,909,391
2020	2021							\$895,000	\$98,303	\$991,303			\$236,325	\$3,145,716
2021	2022							\$935,000	\$58,475	\$991,475			\$236,325	\$3,382,041
2022	2023							\$320,000	\$14,400	\$334,400			\$236,325	\$3,618,366
2023	2024										\$820,000	\$236,325	\$856,325	\$3,854,691
2024	2025										\$1,020,000	\$208,425	\$1,228,425	\$4,081,116
2025	2026										\$1,070,000	\$162,525	\$1,232,525	\$4,317,641
2026	2027										\$1,120,000	\$111,700	\$1,231,700	\$4,554,166
											\$1,170,000	\$58,500	\$1,228,500	\$4,790,691
		\$5,000,000	\$1,207,329	\$6,207,329	(\$22,347)	\$653,583	(\$67,300)	\$5,115,000	\$2,318,215	\$7,433,215	\$5,000,000	\$3,672,456	\$8,672,456	\$22,876,937

Due 4/1/11; Callable 10/1/10
Assumes \$5 mil of BANs advance refunded with 2009 issue and \$5 mil paid at call date with Refunding Bonds

EXHIBIT A

Bond Purchase Proposal

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Bond)

REGISTERED NO. R- _____	UNITED STATES OF AMERICA STATE OF WISCONSIN SAUK COUNTY GENERAL OBLIGATION REFUNDING BOND	DOLLARS \$ _____
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MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
October 1, _____	October 13, 2009	_____ %	_____

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 April 1, 2010 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner 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 Bond is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond 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 Bond is one of an issue of Bonds aggregating the principal amount of \$5,115,000, 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 67.04, Wisconsin Statutes, for the purpose of refunding certain outstanding obligations of the County,

all as authorized by a resolution of the County Board of Supervisors duly adopted by said governing body at a meeting held on September 15, 2009. Said resolution is recorded in the official minutes of the County Board of Supervisors for said date.

The Bonds maturing on October 1, 2020 and thereafter are subject to redemption prior to maturity, at the option of the County, on October 1, 2019 or on any date thereafter. Said Bonds 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 Bonds are redeemed prior to maturity, as long as the Bonds 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, electronic transmission or in any other manner required by the Depository, 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 Bonds of a maturity are to be called for redemption, the Bonds 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 Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds 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 Bonds 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 Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond 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 Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the County appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond 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 Fiscal Agent shall not be obliged to make any transfer of the Bonds (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 Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Bond 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. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Sauk County, Wisconsin, by its governing body, has caused this Bond 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 October 13, 2009.

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 Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond 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 Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into the 13th day of October, 2009 by and between Sauk County, Wisconsin (the "County") and Associated Trust Company, National Association, Green Bay, Wisconsin, a national banking association with trust powers (the "Escrow Agent").

RECITALS

The County has duly issued Bond Anticipation Notes, dated April 8, 2008 (the "2008 Notes").

The County has duly authorized and sold and is delivering this day its \$5,115,000 General Obligation Refunding Bonds, dated October 13, 2009 (the "Refunding Obligations") for the purpose of providing funds sufficient to refund \$5,000,000 in principal amount of the 2008 Notes (hereinafter the portion of the 2008 Notes being refunded shall be referred to herein as the "Refunded Obligations") (the "Refunding").

The Refunded Obligations mature and bear interest on the dates and in the amounts shown on Exhibit A-1.

In order to accomplish the Refunding, it is necessary to irrevocably deposit in trust an amount (in the form of investment securities and cash) which, together with investment income therefrom, will be sufficient to pay when due the principal of and interest on the Refunded Obligations.

To accomplish the Refunding, the Escrow Agent has been appointed depository of the proceeds of the Refunding Obligations (in the form of investment securities and cash) as hereinafter specified and has been appointed custodian of the County's debt service fund account for the Refunded Obligations until the Refunded Obligations are paid in full.

The execution of this Agreement has been duly authorized by a resolution of the County Board of Supervisors entitled: "Resolution Authorizing the Issuance and Sale of \$5,115,000 General Obligation Refunding Bonds" (the "Resolution") adopted by the County Board of Supervisors of the County on September 15, 2009.

In consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows for the equal and proportionate benefit and security of the holders of the Refunding Obligations and the Refunded Obligations:

1. Escrow Deposit. Concurrently with the execution of this Agreement, the County has irrevocably deposited with the Escrow Agent, receipt of which is hereby acknowledged by the Escrow Agent, \$ _____ being the proceeds of the Refunding Obligations (the "Bond Proceeds") and \$ _____ from funds of the County (the "Funds") for a total of \$ _____.

The foregoing, along with earnings and interest thereon, shall be held and disposed of by the Escrow Agent only in accordance with this Agreement. The County represents and warrants that the foregoing, if held, invested and disposed of by the Escrow Agent in accordance with this Agreement, will be sufficient, without the need for any further investment or reinvestment, to make all payments required under this Agreement. The Escrow Agent has not and is under no obligation to determine whether the amounts deposited hereunder are or will be sufficient to make all of the payments directed to be made hereunder.

2. Acceptance of Escrow. The Escrow Agent acknowledges receipt of the escrow deposit hereunder and accepts the responsibilities imposed on it by this Agreement.

3. Application of Escrow Deposit. There is hereby created by the County and ordered established with the Escrow Agent an account hereby designated, "Sauk County Escrow Account" (the "Escrow Account").

The Escrow Agent shall deposit the amount described above in the Escrow Account to be used as follows:

a) \$_____ to be used to purchase the \$_____ principal amount of United States Treasury Certificates of Indebtedness, Notes and/or Bonds - State and Local Government Series ("SLGs"), described on the attached Exhibit B-1, pay for the SLGs from monies in the Escrow Account and hold the SLGs in the Escrow Account; [(\$_____ from Bond Proceeds and \$_____ from Funds);]

b) \$_____ to be used to establish a beginning cash balance in the Escrow Account [(\$_____ from Bond Proceeds and \$_____ from Funds)]; and

c) \$_____ to be used to pay the Issuance Expenses set forth on the attached Exhibit C-1, which the Escrow Agent is hereby authorized to pay.

Except as set forth in Section 8 hereof, the Escrow Account (other than the cash held pursuant to subsection (b) above) shall remain invested in the SLGs and the Escrow Agent shall not sell or otherwise dispose of the SLGs.

The Escrow Account cash flow prepared by the Accountant defined below is set forth on Exhibit D-1.

Except as set forth in Section 8 hereof, no reinvestment of amounts on deposit in the Escrow Account shall be permitted.

The Escrow Agent shall apply the monies in the Escrow Account to the payment of the Refunded Obligations in the amounts set forth on the attached Exhibit A-1.

Grant Thornton LLP, Minneapolis, Minnesota, a firm of independent accountants (the "Accountant"), has delivered to the County, the Escrow Agent, Robert W. Baird & Co. Incorporated, any bond insurer for the Refunding Obligations, any bond insurer for the Refunded Obligations, and

Quarles & Brady LLP, for their purposes, a report stating that the firm has reviewed the arithmetical accuracy of certain computations based on assumptions relating to the sufficiency of forecasted net cash flow from the United States government securities (paragraph (a) above) and any initial cash deposit (paragraph (b) above) to pay the principal of and interest (if any) on the Refunded Obligations when due as described on Exhibit A-1. Based upon the summarized data presented in its report and the assumption that the principal and interest payments on the United States government securities are deposited in the Escrow Account when due, in its opinion, the proceeds from the United States government securities, plus any initial cash deposit will be sufficient for the timely payment of principal and interest, when due, on the Refunded Obligations.

If at any time it shall appear to the Escrow Agent that the money in the Escrow Account will not be sufficient to make any required payments due to the holders of the Refunded Obligations, the Escrow Agent shall immediately notify the County. Upon receipt of such notice, the County shall forthwith transmit to the Escrow Agent for deposit in the Escrow Account from legally available funds such additional monies as may be required to make any such payment.

4. Redemption of the Refunded Obligations. Pursuant to the Resolution, the County has heretofore called the Refunded Obligations for redemption and authorized and directed the Escrow Agent to give notice of said intended redemption of the Refunded Obligations by providing appropriate notice (in substantially the form attached hereto as Exhibit E-1) in the manner and at the times set forth on Exhibit E-1, and the Escrow Agent hereby agrees to give such notice.

5. Notice of Advance Refunding of the Refunded Obligations. The Escrow Agent is hereby directed and agrees to provide to the owners of the Refunded Obligations a Notice of Advance Refunding and Redemption, in substantially the form attached hereto as Exhibit F-1, as soon as practicable after the closing for the Refunding Obligations. The Notice of Advance Refunding and Redemption shall also be provided to any fiscal agent for the Refunded Obligations, to the MSRB and to DTC as described in Exhibit F-1.

6. The Escrow Agent.

a) Annual Report. The Escrow Agent shall, in the month of February of each year while this Agreement is in effect, and as soon as practicable after termination of this Agreement, forward by first class mail to the County a report of the receipts, income, investments, reinvestments, redemptions and payments of and from the Escrow Account during the preceding calendar year, including in such report a statement, as of the end of the preceding calendar year, regarding the manner in which it has carried out the requirements of this Agreement. The County shall have the right, at any time during business hours, to examine all of the Escrow Agent's records regarding the status and details of the Escrow Account.

b) Separate Funds; Accountability. Except as otherwise permitted under Section 3 hereof, the Escrow Agent shall keep all monies, securities and other properties deposited hereunder, all investments and all interest thereon and profits therefrom, at all times in a special fund and separate trust account, wholly segregated from all other funds and securities on deposit with it; shall never commingle such deposits, investments and proceeds with other funds or securities of the Escrow Agent; and shall never at any time use, pledge, loan or borrow the same in any way. The fund established hereunder shall be held separately and distinctly and not commingled with any other such

fund. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical monies, or any part thereof, received from or for the Escrow Account, on hand, but monies of an equal amount shall always be maintained on hand as funds held by the Escrow Agent, belonging to the County, and a special account thereof, evidencing such fact, shall at all times be maintained on the books of the Escrow Agent. All uninvested money held at any time in the Escrow Account shall be continuously secured by the deposit in a Federal Reserve Bank or direct obligations of the United States of America in a principal amount always not less than the total amount of uninvested money in the Escrow Account. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the monies and securities deposited with it for the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

In the event the Escrow Agent due to any action or inaction required hereunder is unable or fails to account for any property held hereunder, such property shall be and remain the property of the County, and if, for any reason such property cannot be identified, all other assets of the Escrow Agent shall be impressed with a trust for the amount thereof and the County shall be entitled to the preferred claim upon such assets enjoyed by any trust beneficiary. Property held by the Escrow Agent hereunder shall not be deemed to be a banking deposit of the County to the extent that the Escrow Agent shall have no right or title with respect thereto (including any right of set-off) and the County shall have no right of withdrawal thereof.

c) Liability. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of any of its obligations, or to protect any of the County's rights under any bond proceeding or any of the County's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, as escrow agent, or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, except for its negligence or its default in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, including without limitation those as to the sufficiency of the trust deposit to accomplish the purposes hereof or in the Refunded Obligations or the Refunding Obligations or in any proceedings taken in connection therewith, but they are made solely by the County.

d) Resignations; Successor Escrow Agent. The Escrow Agent may at any time resign by giving not less than 60 days written notice to the County. Upon giving such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor escrow agent of comparable qualifications to those of the resigning Escrow Agent. The resignation of the Escrow Agent shall take effect only upon the appointment of a successor escrow agent and such successor escrow agent's acceptance of such appointment.

Any successor escrow agent shall be a state or national bank, have full banking and trust powers, and have a combined capital and surplus of at least \$5,000,000.

Any successor escrow agent shall execute, acknowledge and deliver to the County and to its predecessor escrow agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor escrow agent shall become effective and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as escrow agent herein; but nevertheless, on written request of the County or on the request of the successor escrow agent, the escrow agent ceasing to act shall execute and deliver an instrument transferring to such successor escrow agent, upon the terms herein expressed, all the rights, power, and duties of the escrow agent so ceasing to act. Upon the request of any such successor escrow agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. Any predecessor escrow agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

e) Fees. The Escrow Agent acknowledges receipt from the County the sum of _____ DOLLARS (\$) _____ as and for full compensation for all services to be performed by it as the Escrow Agent under this Agreement. Any out-of-pocket expenses including legal fees and publication costs will be paid by the County as incurred. The Escrow Agent expressly waives any lien upon or claim against the monies and investments in the Escrow Account.

7. Arbitrage. The County has covenanted and agreed and the Escrow Agent hereby covenants and agrees, to the extent any action is within its control and to its knowledge, to and for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, that no investment of the monies on deposit in the Escrow Account will be made in a manner that would cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") or any Regulations promulgated or proposed thereunder (the "Regulations").

In order to ensure continuing compliance with Section 148 of the Code and the Regulations, the Escrow Agent agrees that it will not invest the cash balance nor reinvest any cash received in payment of the principal of and interest on the federal securities held in the Escrow Account nor redeem such federal securities except as specifically provided in Section 1 hereof. Said prohibition on reinvestment shall continue unless and until the County requests that such reinvestment be made and shall be restricted to noncallable direct obligations of the United States Treasury. Prior to any such request for reinvestment of the proceeds from the federal securities held in the Escrow Account, the County shall provide to the Escrow Agent: (i) an opinion by an independent certified public accounting firm that after such reinvestment the principal amount of the substituted securities, together with the earnings thereon and other available monies, will be sufficient to pay, as the same become due, any required interest payments on the Refunding Obligations and all principal of, redemption premium where required, and interest on the Refunded Obligations which have not then previously been paid, and (ii) an unqualified opinion of nationally recognized bond counsel to the effect that (a) such reinvestment will not cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations in effect thereunder on the date of such reinvestment, and (b) such reinvestment complies with the Constitution and laws of the State of Wisconsin and the provisions of all relevant documents relating to the issuance of the Refunding Obligations and the Refunded Obligations.

8. Substitute Investments. At the written request of the County and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to request the redemption of the SLGs and to substitute direct obligations of, or obligations which are unconditionally guaranteed by, the United States of America, which are not subject to redemption prior to maturity and which are available for purchase with the proceeds derived from the disposition of the SLGs on the date of such transaction. The Escrow Agent shall purchase such substitute obligations with the proceeds derived from the sale, transfer, disposition or redemption of the SLGs. The transactions may be effected only by simultaneous sale and purchase transactions, and only if (i) the amounts and dates on which the anticipated transfers from the Escrow Account to the fiscal agent or depository for the payment of the principal of and interest on the Refunded Obligations will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive, at the expense of the County, an opinion of a nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such disposition and substitution would not cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder; and (iii) the Escrow Agent shall receive, at the expense of the County, a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. government obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purpose, be sufficient at all times to pay, when due, the principal of, redemption premium, where required, and interest on the Refunded Obligations.

The County hereby covenants that no part of the monies or funds at any time in the Escrow Account shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder.

9. Miscellaneous.

a) Third Party Beneficiaries. This Agreement has been entered into by the County and the Escrow Agent for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, and is not revocable by the County or the Escrow Agent, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment of interest on the Refunding Obligations when due and the payment and any redemption of the Refunded Obligations and interest thereon when due, in accordance with this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the County and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the owners of the Refunding Obligations and the Refunded Obligations. Said third party beneficiaries shall be entitled to enforce performance and observance by the County and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.

b) Severability. If any section, paragraph, clause or provision of this Agreement shall be invalid or ineffective for any reason, the remainder of this Agreement shall remain in full force and effect, it being expressly hereby agreed that the remainder of this Agreement would have been entered into by the parties hereto notwithstanding any such invalidity.

c) Termination. This Agreement shall terminate upon the payment of all of the principal of and interest on the Refunded Obligations. The parties realize that some of the amounts hereunder

may remain upon termination. Any amounts remaining upon termination shall be returned to the County for deposit in the account designated "Debt Service Fund Account for \$5,115,000 General Obligation Refunding Bonds, dated October 13, 2009" created by the Resolution and used solely to pay the principal of and interest on the Refunding Obligations. Termination of this Agreement shall not, of itself, have any effect on the County's obligation to pay the Refunding Obligations and the Refunded Obligations in full in accordance with the respective terms thereof.

d) Indemnification. The County agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, expenses (including attorney's fees and expenses), claims, or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, except for gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Escrow Agent or the termination of the Agreement.

e) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date first above written.

SAUK COUNTY, WISCONSIN

By: _____
Martin F. Krueger
Chairperson

(SEAL)

By: _____
Beverly J. Mielke
County Clerk

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN, as Agent

By: _____

(SEAL)

And: _____

(Refunded Obligations)

EXHIBIT A-1

Sauk County, Wisconsin
Bond Anticipation Notes
Dated April 8, 2008

Debt Service Requirements

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Total Principal and Interest</u>
-------------------------	-----------------------------	--------------------------	----------------------------	---

* To be called for prior payment at 100% on October 1, 2010 and are the only portion of the 2008 Notes subject to the terms of this Escrow Agreement.

Depository: The Depository Trust Company
New York, New York

EXHIBIT B-1

U.S. TREASURY SECURITIES

(State and Local Government Series)

For Delivery October 13, 2009

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon Rate</u>	<u>Cost</u>
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(See Attached Subscription Forms)
【 (See Attached Confirmation Forms) 】

EXHIBIT C-1

AUTHORIZED ISSUANCE EXPENSES

Escrow Agent, Associated Trust Company, National Association, Green Bay, Wisconsin	\$ _____
Escrow Verification, Grant Thornton LLP, Minneapolis, Minnesota	_____
Legal Opinion, Quarles & Brady LLP, Milwaukee, Wisconsin	_____
Rating Fee, Moody's Investors Service Inc., New York, New York Standard & Poor's, New York, New York	_____
Printing, Miscellaneous	_____
Total:	\$ _____

EXHIBIT D-1

ESCROW ACCOUNT CASH FLOW

(SEE ATTACHED)

EXHIBIT E-1

NOTICE OF CALL*

Regarding

SAUK COUNTY, WISCONSIN
BOND ANTICIPATION NOTES
DATED APRIL 8, 2008

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the County for prior payment on October 1, 2010 at the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/11	\$5,000,000***	3.30%	

The County's Escrow Agent shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before October 1, 2010.

Said Notes will cease to bear interest on October 1, 2010.

By Order of the
County Board of Supervisors
Sauk County
County Clerk

Dated _____

* To be provided by facsimile transmission, electronic transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2010 and to the MSRB.

** If the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

***Represents a portion of the principal amount outstanding of the Notes.

EXHIBIT F-1*

NOTICE OF PARTIAL ADVANCE REFUNDING AND REDEMPTION
OF THE BOND ANTICIPATION NOTES, DATED APRIL 8, 2008
OF SAUK COUNTY, WISCONSIN (THE "NOTES")

Notice is given that the Notes described below (the "Refunded Obligations")** of Sauk County, Wisconsin (the "County") have been advance refunded by the County pursuant to an Escrow Agreement dated the 13th day of October, 2009 between the County and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Escrow Agent").

<u>Maturity Date</u>	<u>Original CUSIP</u>	<u>Original Amount</u>	<u>Refunded CUSIP</u>	<u>Refunded Amount</u>	<u>Non- Refunded CUSIP</u>	<u>Non- Refunded Amount</u>
04/01/11	804328GT3	\$10,000,000		\$5,000,000		\$5,000,000

The County has instructed the Escrow Agent to call the Refunded Obligations for redemption on October 1, 2010. The County has irrevocably deposited United States government securities and cash in escrow with the Escrow Agent in an amount which, together with investment income on it, is sufficient to pay the interest on the Refunded Obligations as it becomes due and to redeem the Refunded Obligations on October 1, 2010 at a price of par plus accrued interest to October 1, 2010. Interest on the Refunded Obligations will cease to accrue on October 1, 2010.

Dated: October 13, 2009.

Associated Trust Company, National Association
as Escrow Agent

* As soon as practicable after the closing for the Refunding Obligations, notice shall be provided to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations and to the MSRB.

** If the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

115
RESOLUTION NO. -09

**AUTHORIZING PURCHASES FROM VODAK SALES AND SERVICES FOR
TELEVISIONS, TELEVISION MOUNTS AND INSTALLATION OF TELEVISIONS FOR
THE NEW SAUK COUNTY HEALTH CARE CENTER**

WHEREAS, your Health Care Center Building Committee in conjunction with the Emergency Management, Buildings & Safety Administrator obtained bids for the television, television mounts and installation; and,

WHEREAS, upon review of the bids submitted (see attached bid tally sheet) the Health Care Center Building Committee feels it is in the best interest of Sauk County to accept the bid from Vodak Sales and Services of Baraboo in an amount \$61,320.92.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, the Health Care Center Administrator is authorized to issue purchase orders for the television, television mounts and installation to Vodak Sales and Service or Baraboo Wisconsin in the amount of \$61,320.92 for the new Sauk County Health Care Center.

For consideration by the Sauk County Board of Supervisors on September 15th, 2009.

Submitted by:

SAUK COUNTY HEALTH CARE CENTER BUILDING COMMITTEE

Paul Endres
Paul Endres, Chair

Tommy Lee Bychinski
Tommy Lee Bychinski

Joan Fordham
Joan Fordham

William Higgins
William Higgins

Virgil Hartje
Virgil Hartje

Fiscal Note: \$750,000 is budgeted in the Health Care Center Building Projects funds for Furniture, Fixtures and Equipment, of which \$428,693.95 has been previously allocated for design services and purchases, leaving \$321,306.05 available for these purchases. *KPB*

Information System Note: No Information System impact.

COPY

TELEVISION BID TALLY SHEET

COMPANY	BID
Vodak Sales and Service, Baraboo	\$61,320.92
Fearings Appliance, Inc., Reedsburg	\$64,562.00
AV Solutions, Waukesha	\$63,873.75

RESOLUTION NO. 116 - 09

AUTHORIZATION TO PURCHASE EQUIPMENT NEEDED FOR THE FIBER OPTIC LOOP AT THE NEW SAUK COUNTY HEALTH CARE CENTER

WHEREAS, the County Fiber Optic loop has been routed through the new Sauk County Health Care Center to provide for a drop of our network at the new facility; and,

WHEREAS, the County presently uses Turin Fiber Optic equipment at all sites; and

WHEREAS, Turin merged with Force 10 Networks and it is necessary to purchase one fiber node to utilize the fiber optic loop at the new Health Care Center Facility; and,

WHEREAS, the EMBS Administrator and Communications Technician have received a quote from Force 10 Networks, Inc. of San Jose, CA for one additional Node at the new Health Care Center at a cost of \$34,947.00 to purchase and install this additional node.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Emergency Management, Buildings & Safety Administrator is hereby authorized to issue a purchase order to Force 10 Networks, Inc. for the additional node at a cost of \$34,947.00.

For consideration of the Sauk County Board of Supervisors on September 15th, 2009.

Submitted by:

SAUK COUNTY HEALTH CARE CENTER BUILDING COMMITTEE

Paul Endres
Paul Endres, Chair

Tommy Lee Bychinski
Tommy Lee Bychinski

Joan Fordham
Joan Fordham

William Higgins

Virgil Hartje
Virgil Hartje

COPY

Fiscal Note: Funds for this work are part of the HCC project budget for the Telephone System Equipment of \$160,000. *KPB*

Information System Note: The installation of this fiber optic equipment provides the ability to carry data and other computer related information, as may be required by the MIS department, to assist in providing a network for the transmission of MIS data throughout Sauk County.

117
RESOLUTION NO. -09

**AUTHORIZING PURCHASES FROM EDWARD DON FOR CHINA, FLATWARE,
GLASSWARE SMALL WARES AND MISCELLANEOUS ITEMS FOR THE NEW
SAUK COUNTY HEALTH CARE CENTER**

WHEREAS, your Health Care Center Building Committee in conjunction with the Health Care Center Administrator obtained bids for the china, flatware, glassware, small wares and Miscellaneous items; and,

WHEREAS, upon review of the bids submitted (see attached bid tally sheet) the Health Care Center Building Committee feels it is in the best interest of Sauk County to accept the bid from Edward Don in an amount \$21,280.09.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, the Health Care Center Administrator is authorized to issue purchase orders for the china, flatware, glassware, small wares and Miscellaneous items from Edward Don in the amount of \$21,280.09 for the new Sauk County Health Care Center.

For consideration by the Sauk County Board of Supervisors on September 15th, 2009.

Submitted by:

SAUK COUNTY HEALTH CARE CENTER BUILDING COMMITTEE

Paul Endres
Paul Endres, Chair

Tommy Lee Bychinski
Tommy Lee Bychinski

Joan Fordham
Joan Fordham

William Higgins
William Higgins

Virgil Hartje
Virgil Hartje

Fiscal Note: \$750,000 is budgeted in the Health Care Center Building Projects funds for Furniture, Fixtures and Equipment, of which \$428,693.95 has been previously allocated for design services and purchases, leaving \$321,306.05 available for these purchases. *YLB*

Information System Note: No Information System impact.

COPY

SMALL WARE TALLY SHEET

COMPANY	CHINA, FLATWARE, GLASSWARE	SMALL WARES	MISC EQUIP	TOTAL
EDWARD DON	\$7,453.52	\$6,576.72	\$7,249.85	\$21,280.09
SYSCO FOODS	\$8,538.26	\$5,085.18**	\$7,849.19	\$21,472.63
DIRECT SUPPLY	No Price	Missing/wrong informaiton, items not comparable	\$4,665.12***	\$4,665.12

** Quote missing blenders and bread baskets.

*** Quote missing Freezer.

118
RESOLUTION NO. -09

**AUTHORIZING TO CONTRACT WITH GRAEBEL TO ASSIST WITH MOVING TO
THE NEW SAUK COUNTY HEALTH CARE CENTER**

WHEREAS, your Health Care Center Building Committee in conjunction with the Health Care Center Administrator obtained bids for moving companies to assist with the move to the new Sauk County Health Care Center; and,

WHEREAS, upon review of the bids submitted (see attached bid tally sheet) the Health Care Center Building Committee feels it is in the best interest of Sauk County to accept the bid from Graebel in an amount \$13,896.00.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, the Health Care Center Administrator is authorized to contract with Graebel in the amount of \$13,986.00 to assist with the move to the new Sauk County Health Care Center.

For consideration by the Sauk County Board of Supervisors on September 15th, 2009.

Submitted by:

SAUK COUNTY HEALTH CARE CENTER BUILDING COMMITTEE

Paul Endres
Paul Endres, Chair

Tommy Lee Bychinski
Tommy Lee Bychinski

Joan Fordham
Joan Fordham

William Higgins
William Higgins

Virgil Hartje
Virgil Hartje

Fiscal Note: \$75,000 is budgeted in the Health Care Center Building Projects funds for moving to the New facility. *KPB*

Information System Note: No Information System impact.

COPY

Moving Company Bid Tally

The moving company will be responsible for moving offices, therapy gym, nursing equipment and resident belongings for the health care center. Below are the three bids and timelines.

1. Coakley Brothers \$15,879.00

This is a one day move for all areas and would include racks versus boxes. They will provide meeting support and all packing materials. This company was utilized by Walworth County nursing home.

2. Graebel \$13,896.00

This is a two day move with offices and other areas that are nonresident needs will be moved the Friday prior to our resident move date. This includes the packing materials, boxes etc. They will provide meeting support and attend a family meeting for us to explain proper packing. This was the company that Reedsburg Senior Life utilized

3. Reynolds Moving \$15,060.00

This is a two day move with offices and other areas that are nonresident needs will be moved the Friday prior to our resident move date. Includes packing materials, boxes, etc..

Note: These prices are subject to estimate of box and supplyt usage. This number could be reduced or increased based on facility needs on actual day of the move.

Authorization to Accept the Bid of _____ for Construction of the Law Enforcement Training Center

WHEREAS, the Law Enforcement Committee authorized the Sheriff's Department to hire Hartje Lumber Co. for \$5,000 to design, engineer, write specifications and obtain construction bids on the training center facility; and

WHEREAS, the Sauk County Sheriff's Department solicited bids from general contractors to accomplish construction of the Sauk County Training/Range Facility; and

WHEREAS, Sauk County has received competitive sealed bids for the construction of the Training/Range Facility, and the public opening of bids took place on September 14, 2009 at the Sauk County Law Enforcement Center, and the lowest responsible bidder is _____ of, _____, Wisconsin; and

WHEREAS, your Committee believes that it is in the best interest of Sauk County to enter into a contract for a stipulated sum with _____ for construction of the Training/Range Facility; and

WHEREAS, your Committee believes that in order to avoid further possibility of delay which may result in unnecessary and unjustifiable costs to Sauk County as a result of the need to reject advantageous changes or delay construction to the next meeting of the full County Board, it is desirable to delegate specified authorization to the Director of Emergency Management, Buildings and Safety; and

WHEREAS, the Sauk County Board of Supervisors authorized the expenditures not to exceed \$250,000.00 for the completion of Phase 1 of the Sauk County Training/Range Facility; and

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the low base bid of _____ in the amount of _____ is hereby accepted by Sauk County for the construction of the Sauk County Training/Range Facility and the Sauk County Board Chair is authorized to sign the contract on behalf of Sauk County;

AND BE IT FURTHER RESOLVED, that the Director of Emergency Management, Buildings and Safety is hereby designated as the owner's representative for administration of the contract for construction of the Sauk County Training/Range Facility, and is authorized to approve, without further action of the County Board, change orders not to exceed \$5,000.00 for any single change order;

COPY

Resolution No. 119-09

Page 2

For consideration by the Sauk County Board of Supervisors this 15th day of September, 2009

Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE

DONALD C. STEVENS, CHAIR

PETER TOLLAKSEN

CHARLES MONTGOMERY

ROBERT SINKLAIR

FREDERICK HALFEN

Fiscal Note:

The 2009 adopted budget includes \$250,000 for this project. After expenditures for design, soil tests and plan reviews, approximately \$243,320 remains available for construction. *KAB*

MIS Note: No MIS impact.

Draft

RESOLUTION NO. 120-09

RATIFYING THE 2008-2009 COLLECTIVE BARGAINING AGREEMENT BETWEEN SAUK COUNTY AND AFSCME LOCAL 3148 (HEALTH CARE CENTER)

WHEREAS, the existing collective bargaining agreement between Sauk County and AFSCME Local 3148 (Health Care Center) hereinafter referred to as Union, expired on December 31, 2007; and

WHEREAS, the Negotiating Committee, acting under the authority of the Personnel Committee and Mediator recommendations, has negotiated a tentative agreement with AFSCME Local 3148 (attached hereto), for the terms of a successor agreement for the calendar years of 2008 and 2009; and,

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

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

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

For consideration by the Sauk County Board of Supervisors on September 15, 2009.

Respectfully submitted,

SAUK COUNTY PERSONNEL COMMITTEE

TIM MEISTER

PETER TOLLAKSEN

SCOTT ALEXANDER

CHARLES MONTGOMERY

HENRY NETZINGER

The total fiscal impact (*total package cost*) of this two year agreement between Sauk County and AFSCME Local 3148 (SCHCC) for approximately 99.28 full-time equivalents, is estimated at 4.0% growth over the estimated 2008 costs for this bargaining unit and 2.97% in 2009.

Factored into the costing of this proposal are increased costs of health insurance (*9.4% increase for remainder of 2009*), social security and Medicare taxes, retirement, life insurance and workers compensation. A 2.25% across-the-board (ATB) increase on 1/1/2008; 1.0% (ATB) increase 1/1/09 and 1.0% (ATB) increase on 10/1/2009.

The percentage total package growth is estimated as follows:

KPB	2008	2.25% (1/1/08)	\$162,029 (total package) increase over 2007
	2009	-1.0% (1/1/09)	
		1.0% (10/1/09)	\$125,196 (total package) increase over 2008

COPY

**TENTATIVE AGREEMENT BETWEEN
SAUK COUNTY
AND
AFSCME LOCAL 3148 (Health Care Center)**

The 2006 - 2007 Collective Bargaining Agreement shall remain unchanged for a two (2) year period commencing January 1, 2008, except as follows:

Deletions are indicated by: ~~Strikethrough.~~

Additions and new language are indicated by: Shadow

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

10.04 Part-Time Employees:

A) Compensation: Regular part-time employees shall be eligible to receive step increases in the wage schedule upon completion of the number of hours required for increases in full-time employment. For example, one thousand and forty (1,040) hours for the equivalency of six (6) months of employment, three thousand one hundred and twenty (3,120) hours for eighteen (18) months of employment, ~~six thousand and forty (6,040)~~ ~~six thousand two hundred and forty (6,240)~~ for thirty-six (36) months, and ten-thousand four hundred (10,400) hours for sixty (60) month of employment. For purposes of this agreement, "length of service with the facility" shall be construed to mean the full-time equivalency of service with the Sauk County Health Care Center.

10.05 Shift Premium Pay: Employees who work more than two (2) hours between the following hours shall receive an hourly differential for the hours worked during that period.

Between 2:30 p.m. and 11:00 p.m. - ~~30¢~~ 40¢ per hour

Between 11:00 p.m. and 7:30 a.m. - ~~40¢~~ 50¢ per hour

10.09 Hours of Work:

D) The facility will maintain Monday through Saturday coverage at the receptionist's post. The billing clerks and the medical records clerk will be required to cover the required hours on days in this rotation that are not covered by the receptionist (e.g. vacation, sick leave, regular days off, etc.). The practice of Sunday coverage by the facility's Ward Clerks and Nursing Administrative Assistant shall continue.

10.13 Overtime: The overtime rate shall be one and one-half (1½) times the hourly rate for each employee covered by the terms of this Agreement, for all hours worked in excess of an Employees regularly scheduled shift of over eight (8) consecutive hours or eighty (80) hours per pay period, or for work scheduled on the seventh (7th) consecutive day and all consecutive days thereafter within the pay period. The Employer will not schedule employees for more than six (6) consecutive days when schedules overlap two (2) pay periods. If an employee is scheduled for a regularly scheduled shift which is longer than eight (8) hours, overtime shall not accrue unless the employee works hours in excess of the regularly scheduled shift or more than eighty (80) hours in the pay period. The pay period begins each Monday at 12:01 a.m. and ends each Sunday at 12:00 midnight. A consecutive day is defined as not less than four (4) hours. Employees who voluntarily work outside of their regular schedule shall request relief as soon as possible so as to avoid working overtime. Such relief will be granted if relief or alternative arrangements can be made to provide necessary coverage. If additional hours are accumulated due to voluntary shift

of hours the employee may be required to take days off to avoid payment of overtime. If additional hours are accumulated due to requests of the Employer, hours cannot be unilaterally rescheduled to avoid payment of overtime.

For purposes of computing overtime compensation, overtime worked, including time subject to a call-in premium under Section 10.11, shall not be pyramided, compounded or paid twice for the same hours. No employee shall be required to work more than sixteen (16) consecutive hours if relief or alternative arrangements can be made to provide necessary coverage.

The overtime rate shall be one and one-half (1½) times the hourly rate for each employee covered by the terms of this Agreement, for all hours worked in excess of an Employees regularly scheduled shift of over eight (8) consecutive hours or forty (40) hours per work period, or for work scheduled on the sixth (6th) consecutive day and all consecutive days thereafter within the work period. If an employee is scheduled for a regularly scheduled shift which is longer than eight (8) hours, overtime shall not accrue unless the employee works hours in excess of the regularly scheduled shift or more than forty (40) hours in the work period. The work period begins each Monday at 12:01 a.m. and ends each Sunday at 12:00 midnight. A consecutive day is defined as not less than four (4) hours. Employees who voluntarily work outside of their regular schedule shall request relief as soon as possible so as to avoid working overtime. Such relief will be granted if relief or alternative arrangements can be made to provide necessary coverage. If additional hours are accumulated due to voluntary shift of hours the employee may be required to take days off to avoid payment of overtime. If additional hours are accumulated due to requests of the Employer, hours cannot be unilaterally rescheduled to avoid payment of overtime.

10.10 Relief: The parties agree that employees may be expected to work outside of the regular schedule of hours. However, long hours of continuous work are hazardous to the safety of personnel and residents, and the parties agree that:

- A) Employees who have worked ~~eight (8)~~ ~~six (6)~~ or more consecutive days, or ~~eight (8)~~ ~~six (6)~~ full-shifts (64 hours) in a ~~four~~ ~~three (3)~~ day period, may request relief, or may be relieved by the Employer, without prejudice to such employees; and
- B) Employees who have worked ~~ten (10)~~ ~~eight (8)~~ consecutive days, or ~~ten (10)~~ ~~eight (8)~~ full-shifts (80 hours) in a ~~five~~ ~~four~~ day period, shall be relieved from duty for a minimum of one (1) full workday.

10.19 On-Call and Emergency Staffing: The Employer and the Union agree additional hours or overtime work is frequently necessary to fulfill minimum staffing obligations and maintain quality resident care. The following on-call program for mandatory overtime is established:

- a. Each full and part-time position shall be allocated to an on-call team for each shift. There shall be four (4) certified nursing assistants (CNAs) in an on-call status on the day and p.m. shifts and three (3) CNAs on the night shift. Each on-call team shall be scheduled to be on-call for a one-week rotation. After each team has finished one on-call week, the first team shall be on-call again and the rotation shall begin again. When there is a vacancy in a position, that position shall be posted along with the on-call team to which it is assigned. When the vacancy is filled, that person shall fill that position on the on-call team.
- b. Employees placed in on-call status shall be available by telephone for two (2) hours prior to the start of their shift, and for three (3) hours after the start of their shift. However, it is understood that nothing prevents the Employer from contacting an on-call employee at an earlier time. If an employee is working a shift during their on-call status, they are subject to be held over after their shift.
- c. A list of employees on the on-call team shall be maintained. The first employee called in early to work a shift, or designated to be held over after a shift, shall be the least senior person and shall be at the top of the on-call list. When that person has completed a call in, that employee shall go to the bottom of the list, and the next least senior person shall be the next to

be called in or held over, and so on until the most senior employee on the list is called at which time the list order shall repeat itself.

- d. An employee is not subject to call in on their regularly scheduled days off, nor during the weeks in which the employee's team is not in an active, on-call status. However, nothing shall prevent an employee for volunteering for additional hours of overtime work and the employer shall have the right to select a volunteer for overtime hours.
- e. An employee in an on-call status is responsible for either working mandated on-call hours or finding another employee to work that employee's on-call hours. Failure to work on-call hours during an employee's on-call status may be deemed misconduct and may subject an employee to discipline up to, and including discharge from employment.
- f. During their week of being on-call, the part time "On Call Rotation" staff will be called and expected to come in unless it is the day they have designated as their one (1) not available day for that week. Part-time staff is allowed one (1) "not available day" per week. The request for specific "not available day" needs to be made prior to the staff person's "On Call Rotation". If the staff person is in need of more than the one (1) day off and their week end off, that staff person is responsible to find another staff member to take call for them and notify the SCHCC scheduler of this change.
- g. During their regular on-call team's scheduled rotation, any employee who is limited to eight hours or less per work day, will be subject to having their regular shift hours modified and be subject to being called in up to four hours prior to, or anytime during their regular shift.

~~While the amount of vacation that part time employees earn each year is pro-rated, it is understood that the part time employee's length of service for the purpose of moving through the vacation schedule is not pro-rated.~~

Employees working less than 38.75 hours per pay period shall deemed occasional employees and will fall under category four of Article 13.01. Employees will serve a one-year probationary period. This provision does not inhibit the employer's ability to hire students or seasonal employees as set forth in the *Stipulated Dismissal* of Case No. 66486.

11.05 Term of Vacation Use, Carryover: Vacation time must be earned before it is used and it must be taken within one year from when it is earned. An employee shall be permitted to carry over ~~three (3)~~ five (5) days of vacation into the ensuing year. In exceptional cases, the Employer may allow an employee to carry more than ~~three (3)~~ five (5) days vacation time over into the ensuing year, but all requests to carry such vacation over must be made in writing by the employee and approved in writing by the Employer. An employee who carries over vacation will have until May 31st of the following calendar year to use.

APPENDIX E- HOURS ADDENDUM

Hours of Work for Employees Subject To This Addendum: For the following classifications of employees, the work week is Monday through Sunday, and the end of the pay period is Sunday. The normal hours of work for full-time employees are as indicated, but the Employer may adjust such starting and stopping times by up to one (1) hour from those specified, or may make such temporary adjustments as are necessary due to inclement weather, equipment failures or employee illnesses. The Employer will attempt to provide alternate weekends off to part-timers, generally; however, it is understood that some part-timers are hired specifically to work weekends more frequently, and that all part-timers are subject to being called in on short notice to provide the necessary coverage on weekends. It is further understood that no part-time employee shall be required to work three (3) consecutive weekends. Subject to other provisions of this Agreement concerning scheduling and use of benefit time, eligible employees shall be permitted to use

accrued benefit time for special occasions on a scheduled weekend shift. No eligible employee shall be granted more than three weekend shifts off per year under this provision:

<u>Ward Clerk</u>	<u>7:00 a.m. - 3:30 p.m.</u>
	<u>9:00 a.m. - 5:30 p.m.</u>
	<u>3:00 p.m. - 11:30 p.m.</u>
	<u>11:00 p.m. - 7:30 a.m.</u>
<u>CNA's/Resident Living Aides</u>	<u>6:00 a.m. - 2:30 p.m.</u>
	<u>7:00 a.m. - 3:30 p.m.</u>
	<u>8:00 a.m. - 4:30 p.m.</u>
	<u>12:00 noon - 8:30 p.m.</u>
	<u>2:30 p.m. - 11:00 p.m.</u>
	<u>3:00 p.m. - 11:30 p.m.</u>
	<u>11:00 p.m. - 7:30 a.m.</u>

Activity Therapy Aides ~~7:00 a.m. - 3:30 p.m.~~ no more than every third weekend, no holidays, except when special activities occur during the weekend or holiday

8:00 a.m. - 4:30 p.m.

12:00 noon - 8:30 p.m

- 8.) ~~Billing Clerk Specialist, Receptionist, Personal Account Records Tech, Personal Medical Records Tech, Ward Clerks Health Unit Coordinator~~ and Nursing Administrative Assistant will not be scheduled to work any holidays, and will continue to rotate coverage of the front desk.

OTHER MATTERS

1. Implementation of changes to health insurance plan effective upon ratification:
 - Emergency Room copay from \$50 to \$75;
 - Prescription drug copay for generic/name brand from \$6/\$10 to \$5/\$15.
2. All wage increases retroactive for those on the payroll effective upon actual ratification, inclusive of those who retired in good status or voluntarily terminated. Those who were involuntarily terminated, or did not satisfy the probationary period will not be eligible to receive said retroactive payments.
3. Employees working less than 38.75 hours per pay period shall be deemed occasional employees and will fall under category four of Article 13.01. Said employees will serve a one year probationary period. This provision does not limit the Employers ability to hire students or seasonal employees as set forth in the stipulation for dismissal of Case No. 66486.
4. Ward Clerks retitled to Health unit Coordinator; and Billing Clerks to Billing Specialists.
5. Nursing Administrative Assistant (NAA) red circled and moved to Grade 5.
6. Effective upon ratification: \$.10 (cents) for Certified Nursing Assistants (only); \$.50 (cents) for Maintenance, Ward Clerks, Account Record Technicians, Billing Clerks,

7. Wage increase as follows:

- January 1, 2008: 2.25% ATB on all rates;
- January 1, 2009: 1.0% ATB on all rates;
- October 1, 2009: 1.0% ATB on all rates.

SAUK COUNTY RESERVES THE RIGHT TO ADD TO, DELETE FROM AND/OR OTHERWISE MODIFY ANY OF THESE PROPOSALS DURING THE COURSE OF NEGOTIATIONS WITHOUT PREJUDICE AND WITHOUT PRECEDENT.

IN ADDITION, EACH ELECTED OFFICIAL RESERVES THE RIGHT TO VOTE AS THEY DEEM APPROPRIATE IN CONSIDERATION OF THE RATIFICATION OF ANY TENTATIVE AGREEMENT BROUGHT TO THE COUNTY BOARD FOR A SUCCESSOR AGREEMENT.

RESOLUTION NO. 121-09

RESOLUTION ESTABLISHING THE
2010 HEALTH INSURANCE PROGRAM FOR SAUK COUNTY

WHEREAS, the present Sauk County Health Insurance Program consists of three plan design options which are offered to eligible individuals of each group; and

WHEREAS, pursuant to collective bargaining agreements, Sauk County's contribution toward health insurance is fixed at 90% for "Category 1" employees, 67.5% for "Category 2" employees and 50% for "Category 3" employees of the least expensive of any plan that offers "coverage as good as, or superior to", current coverage as defined in said agreement; and

WHEREAS, under the Dean Health Plan contract language, regulated by the Insurance Commissioner, the employer contributions cannot be less than 50% for single and 40% for family coverage for each employee; and

WHEREAS, in accordance with the Municipal Employee Relations Act, all represented employee benefits must be bargained; and

WHEREAS, your Personnel Committee has reviewed the proposals submitted for the 2010 coverage by Dean Health Plan, consisting of a full HMO, a \$15 CoPay HMO and a Point of Enrollment, offering rates as follows:

2010 HEALTH INSURANCE RATES:

DEAN HMO: (2.9% increase) with \$5.00/\$15.00 (GENERIC/BRAND NAME) drug co-pay; \$75 ER co-pay:

Single.....	\$ 527.22	2 Over 65.....	\$1,001.71
Family.....	\$1,370.77	1 Over/ 1 Under 65	\$1,028.07
1 over 65.....	\$ 500.86		

DEAN HMO Copay: \$5.00/\$15.00(GENERIC/BRAND NAME) drug co-pay; \$75 ER co-pay \$15 office visit copay:

Single.....	\$ 499.93	2 Over 65.....	\$949.87
Family.....	\$1,299.82	1 Over/ 1 Under 65.....	\$974.86
1 Over 65	\$ 474.93		

DEAN HEALTH PLAN POINT OF ENROLLMENT (\$200/\$600 ded.)Plan Providers \$15 co-pay, \$5.00/\$15.00 (GENERIC/BRAND NAME) Non Plan Providers 80% after deductible, 50% drug co-pay

Single.....	\$ 629.66	2 Over 65.....	\$1,196.35
Family.....	\$1,637.12	1 Over/ 1 Under 65.....	\$1,227.84
1 Over 65	\$ 598.18		

COPY

RESOLUTION NO. 121-09

WHEREAS, under the existing Personnel Ordinance and collective bargaining agreements, Sauk County's monthly contributions toward health insurance for employees would be as follows:

	90%	67.5%	50%
SINGLE	\$460.96	\$345.72	\$256.09
FAMILY	\$1,198.49	\$898.87	\$665.83

NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Health Insurance Program for 2010 be adopted and shall consist of the above mentioned proposals.

For consideration by the Sauk County Board of Supervisors on September 15, 2009.

Respectfully submitted,

SAUK COUNTY PERSONNEL COMMITTEE:

TIM MEISTER - CHAIR

HENRY NETZINGER

PETER TOLLAKSEN - VICE-CHAIR

CHARLES MONTGOMERY

SCOTT ALEXANDER

FISCAL NOTE:

2010 PROJECTED HEALTH INSURANCE COSTS*								
	2009 Cost/mo	2010 Cost/mo	Difference	% increas	# emp	Annual 2009 Cost	Annual 2010 Cost	Difference
50% Fam	\$665.83	\$685.39	\$19.56	2.94%	1	\$7,989.96	\$8,224.68	\$234.72
50% Sngl	\$256.09	\$263.61	\$7.52	2.94%	1	\$3,073.08	\$3,163.32	\$90.24
67.5% Fam	\$898.87	\$925.27	\$26.40	2.94%	4	\$43,145.76	\$44,412.96	\$1,267.20
67.5% Sngl	\$345.72	\$355.87	\$10.15	2.94%	3	\$12,445.92	\$12,811.32	\$365.40
90% Fam	\$1,198.49	\$1,233.69	\$35.20	2.94%	420	\$6,040,389.60	\$6,217,797.60	\$177,408.00
90% Sngl	\$460.96	\$474.50	\$13.54	2.94%	144	\$796,538.88	\$819,936.00	\$23,397.12
				2.94%	573	\$6,903,583.20	\$7,106,345.88	\$202,762.68

KRB

122
ORDINANCE NO. ____-2009

PETITION 7-2009. APPROVING THE REZONING OF LANDS IN THE TOWN OF FRANKLIN FROM AN EXCLUSIVE AGRICULTURAL TO A COMMERCIAL ZONING DISTRICT FILED UPON PALMER FARMS, INC, PROPERTY OWNER, ROBERT PALMER, AGENT.

WHEREAS, a public hearing was held by the Planning, Zoning & Land Records Committee on June 23, 2009, upon petition 7-2009 as filed by Palmer Farms, Inc. for a change in the zoning of certain lands from an Exclusive Agriculture to a Commercial Zoning District; and

WHEREAS, the Planning, Zoning and Land Records Committee reviewed and discussed the request as described in petition 7-2009; and

WHEREAS, the Town of Franklin Town Board approved the rezone to a Commercial Zoning District on June 3, 2009; and

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

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more particularly described in petition 7-2009, 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 September 15, 2009.

Respectfully submitted,
PLANNING, ZONING & LAND RECORDS

Judy Ashford

Robert Cassity

Joel Gaalswyk

Gerald Lehman

Henry Netzinger

Fiscal Note:

No fiscal impact

KPB

COPY

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 June 23, 2009, at 10:00 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 7-2009 Rezone. A petition to rezone certain lands in the Town of Franklin, County of Sauk, Wisconsin, from an Exclusive Agricultural to a Commercial Zoning District. Lands are owned by Palmer Farms, Inc.

Lands to be affected by the proposed rezone are located in Section 5, T9N, R4E, Town of Franklin, Sauk County, Wisconsin. Said parcel to be rezoned contains 2.5 acres more or less.
- 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 the proposed rezone is allow for the establishment of an auto repair business.
- 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: June 3, 2009

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 June 8, 2009 and
 For office use only: Pet. No. 7-2009
 If you have a disability and need
 that a 48 hour notice is given. Plea

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:

TAMARA ALT
 TOWN OF FRANKLIN CLERK
 S9960 VALLEY VIEW ROAD
 PLAIN, WI 53577

2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Gregory D Alt* Agent Address

B. Received by (Printed Name)
 GREG ALT

C. Date of Delivery
 6-8-09

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

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

4. Restricted Delivery? (Extra Fee) Yes

PLANNING, ZONING & LAND RECORDS COMMITTEE STAFF REPORT

Petition # 7-2009 Proposed Commercial Rezone by Palmer Farms, Inc., property owner and Robert Palmer, applicant.

Public Hearing Scheduled for: 6/23/09

1. Request

A request by Palmer Farms, Inc to change the zoning of property from an Exclusive Agricultural to a Commercial District for the purpose of establishing and automotive repair business. The land to be affected by the proposed rezone is:

A parcel of land located in the SE ½ of NW ¼ Section 5, T9N, R4E, Town of Franklin, Sauk County, Wisconsin more fully described as follows: Commencing at the north quarter corner of Section 5, T9N, R4E; thence S00°18'42"E on the east line of the northwest quarter, 2155.96' to the point of beginning; thence continuing S00°18'42"E, 478.79' to the center of Section 5; thence N89°22'05"W on the south line of the northwest quarter, 303.71'; thence N00°37'55"E, 408.71'; thence S89°22'05"E, 79.69'; thence northeasterly, 101.60' on the arc of 67.00' radius curve to the left, making a central angle of 86°52'58" and a long cord of 92.14' that bears N47°11'26"E, thence N03°44'57", 14.77'; thence S86°15'04"E, 148.65' to the point of beginning. Parcel contains 3.09 acres more or less.

2. History

May 20, 2009. Sauk County Planning & Zoning received a complete Development Application from Palmer Farms, Inc. for a rezone to a Commercial Zoning District.

June 3, 2009. The Town of Franklin Board approved the rezone request from an Exclusive Agricultural to a Commercial Zoning District.

June 3, 2009. Planning & Zoning staff sent notice to adjacent and surrounding landowners notifying them of the rezone proposal. No correspondence has been received.

This rezone request is located adjacent to the Village of Plain's Northern boundary. See also Appendix A for a copy of the proposed CSM and land division. According to the applicant, an existing auto repair business currently located in the Village of Plain is expanding. To accommodate the expansion, Palmer Farms, LLC has agreed to sell 2.72 acres to Dan Nachreiner, the owner of the current business, to relocate and expand.

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 if the proposed use is consistent with local and county development plans and ordinances.

- **Present adjacent land uses and zoning**

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

Adjacent Land Uses and Zoning

Direction	Land Use	Zoning
Site	Fallow/Hill	Exclusive Agricultural
North	Agricultural Field	Exclusive Agricultural
South	Agricultural Field	Village of Plain
East	Fallow/Hill	Exclusive Agricultural
West	Agricultural Field	Exclusive Agricultural

- **Physical constraints to development**

Second, it must be determined if there are any special physical constraints to development at the property. These include:

- Floodplain: None
- Wetlands: None
- Steep Slopes: Part
- Prime Agriculture Soils: None
- Septic Suitability: Not yet determined

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

Consistency with the Sauk County 20/20 Development Plan

While there are no goals, objectives or policies that offer specific guidance to the proposed rezone, the rezone generally meets the intent of the *Sauk County 20/20 Development Plan* insofar that the proposed rezone and development will occur adjacent areas of development. While the land adjacent and within the Village is an agricultural field, the intended future use of the land, as prescribed in the Village of Plain’s Comprehensive Plan, is for commercial purposes.

Consistency With the Town of Franklin Comprehensive Plan (2003)

The *Town of Franklin Comprehensive Plan* suggests that the only areas that can be considered for commercial development be adjacent to the Village of Plain. Since the land affected by the proposed rezone is adjacent to the Village, it appears as though this rezone is consistent with the Town’s plan.

4. Findings for Rezoning out of Exclusive Agriculture

According to *Wis. Stat §91.77(1)* and *SCCO 7.05b(5)*, the following findings must be made before a rezone out of the Exclusive Agricultural Zoning District can be granted.

Wis. Stat §91.77(1) and SCCO 7.05b(5)2

- a. *Adequate public facilities to accommodate development either exist or will be provided within a reasonable amount of time.*

The proposed rezone is for the purpose of establishing an auto repair business. While the site will be served by an on-site wastewater treatment system, all other utilities are readily accessible. The site will also have access to State Road 23 via Sandstone Lane

- b. *Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local unit of government to provide them.*

The local government will be unaffected in terms of service provisions. See response to item 'a' above.

- c. *The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion, or have an unreasonable adverse effect on rare or irreplaceable natural areas.*

The area to be rezoned consists of a small hill bordered by State Road 23 and agricultural fields and is not considered an irreplaceable natural area. It is anticipated that only the minimum amount of land will be disturbed during the development phase.

According to *SCCO 7.05b(5)*, the following ADDITIONAL findings must be made before a rezone out of the Exclusive Agricultural Zoning District can be granted.

SCCO 7.05b(5)2

- d. *Potential conflict with remaining agricultural land uses in the area.*

The proposed use is unlikely to have any impact on or be in conflict with nearby agricultural land uses.

- e. *Need for the proposed development in the location specified.*

Areas for business expansion in the Town of Franklin are limited to those lands adjacent to the Village of Plain. This land is adjacent to the Village.

- f. *Availability of alternative locations.*

According to the applicant, there are no areas to locate the business within the Village and therefore locating next to the Village seems to be the next logical location.

- g. *Productivity of the agricultural lands that are involved or affected.*

The area to be rezoned does not contain any productive agricultural soils and therefore no land will be removed from production.

- h. *Whether the development as proposed is located to minimize the amount of land converted.*

No agricultural land will be converted out of agricultural uses.

5. Recommendation

In summary, the proposed rezone and land use is consistent with the *Town of Franklin's Comprehensive Plan* recognizing commercial development to occur adjacent to the Village of Plain. The proposed rezone also appears to meet the criteria to rezone out of the Exclusive Agricultural Zoning District. The Franklin Town Board has also approved the rezone. Given this analysis, staff makes a recommendation that the PZLR Committee approve **Petition #7-2009**, a rezone to Commercial.



Staff Report

Petition 7-2009

Sauk County Planning, Zoning
and Land Records Committee

June 23, 2009

Applicant:

Palmer Farms Inc.
E5461 Sandstone Lane
Plain, WI 53577

Property Location:

Town of Franklin
Section 5
T. 9 N. - R. 4 E.



Map By: Sauk County Department of Planning and Zoning

0 150 300 600 900 1,200
Feet

Authorizing the Acquisition and Purchase of County-wide Color Digital Orthophotography and Related Services

WHEREAS, the Sauk County Mapping and Land Information Department maintains the Sauk County Geographic Information System, and;

WHEREAS, the purpose of the system is to provide accurate and current records related to the geography of Sauk County for public and private uses, and;

WHEREAS, the most recent one-foot resolution black and white photography was acquired in 2005, and;

WHEREAS, the proposed project would produce one-foot resolution color orthophotography, and;

WHEREAS, the proposed project is to be funded with Land Records Modernization funds, which are comprised of fees retained from document filings in the Register of Deeds Department to be used to improve Sauk County's Land Records System, and;

WHEREAS, proposals received were evaluated by the Land Records Modernization/Land Resources Functional Group, and;

WHEREAS, your Planning, Zoning and Land Records Committee has reviewed this matter and found it in the best interest of Sauk County to accept the following proposal:

Ayres Associates/Aero Metric Inc for \$64,285.20 as follows:

County-wide Color Orthophotos -	\$63,000.00
Derived Black & White Orthophotos -	\$ 1,285.20

NOW THEREFORE BE IT RESOLVED by the Sauk County Board of Supervisors, met in regular session, that the acquisition and purchase of County-wide Color Digital Orthophotography and related services from Ayres/Aero Metric for \$64,285.20 is hereby 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 and services.

COPY

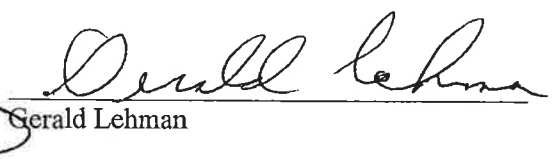
For consideration by the Sauk County Board of Supervisors on September 15, 2009.

Respectfully submitted,

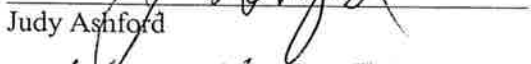
Planning, Zoning and Land Records Committee:



Robert Cassity, Chair



Gerald Lehman



Judy Ashford

Joel Gaalswyk

Joel Gaalswyk



Henry Netzing

Fiscal Note: The 2010 proposed Land Records Modernization Budget provides \$95,000 for this project. It is anticipated that additional (optional) services may be purchased as part of this project, such purchases would be subject to approval by an additional resolution if in excess of \$10,000. *YB*

M.I.S. Note: Additional MIS storage resources may be necessary for the storage of the products received, such purchases would be charged back to the Land Records Modernization Account. *YB*

Vendor Proposal Comparisons - Digital Orthophotography

09/09/2009

<u>Vendor</u>	<u>Product</u>	<u>Cost</u>	<u>Total</u>
Ayres/Aerometric (Wisconsin)	12 inch color countywide 12 inch B/W derived	\$63,000.00 \$1,285.20	\$64,285.20
Kucera (Ohio)	12 inch color countywide 12 inch B/W derived	\$59,670.00 \$702.00	\$60,372.00
Aero Geometrics (Vancouver, BC)	12 inch color countywide 12 inch B/W derived	\$119,500.00 \$9,500.00	\$129,000.00
Williams – Stackhouse (Texas)	12 inch color countywide 12 inch B/W derived	\$73,710.00 \$1,680.00	\$75,390.00
Woolpert (Indiana)	12 inch color countywide 12 inch B/W derived	\$79,800.00 \$1,470.00	\$81,270.00
Fugro Horizons (South Dakota)	12 inch color countywide 12 inch B/W derived	\$84,141.00 N/C	\$84,141.00

Opposing the Layoffs of Department of Commerce Private Onsite Wastewater Treatment System Program Staff

WHEREAS, the Wisconsin Department of Commerce intends on laying off five individuals from the Private Onsite Wastewater Treatment System (POWTS) Program, and;

WHEREAS, the purpose of the POWTS program is to protect public health and the waters of the state by regulating onsite wastewater treatment and recycling systems, and by promoting the use of the best available technology to provide onsite sewage treatment system solutions for property owners, and;

WHEREAS, three of the individuals designated for layoffs will be Wastewater Specialists and two Plan Reviewers, and;

WHEREAS, the Wastewater Specialists do soil and site evaluations to assist local regulators, designers, and homeowners, and the Plan Reviewers examine onsite system design for compliance with code requirements to ensure that groundwater and public health are protected, and;

WHEREAS, the Wastewater Specialists along with Plan Reviewers offer consulting services and work closely with county regulators who issue sanitary permits and conduct construction inspections, and;

WHEREAS, Sauk County submits \$100 per sanitary permit issued to the Department of Commerce for POWTS Program administration, and has contributed more than \$85,000 over the last five years to the revenue of the Department of Commerce through sanitary permit fees, and;

WHEREAS, these layoffs will place a greater burden on the County, and;

WHEREAS, your Planning, Zoning and Land Records Committee has reviewed this matter and found it in the best interest of Sauk County to oppose the Department of Commerce layoffs.

NOW THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the County stands in opposition to the layoffs of five individuals in the Department of Commerce, Safety and Buildings Division, Private Onsite Wastewater Treatment System Program.

For consideration by the Sauk County Board of Supervisors on September 15, 2009.

Respectfully submitted,

Planning, Zoning and Land Records Committee:

Robert Cassity, Chair

Gerald Lehman, Vice Chair

Judy Ashford

Joel Gaalswyk

Henry Netzinger

Fiscal Note: None *KRB*

M.I.S. Note: None

COPY

September 9, 2009

Dick Leinenkugel
Secretary, Department of Commerce
201 W. Washington Ave
Madison, WI 53707

Dear Secretary Leinenkugel,

It was recently brought to my attention that the Department of Commerce is in the process of laying off five individuals from the POWTS Program. It is my understanding the persons selected for layoff had the least amount of seniority within the department per union contract. I also understand the difficult problem of balancing budgets, but here are some of the ramifications and consequences that Wisconsin counties will be facing if the Department of Commerce proceeds with the layoffs:

(1) The five individuals slated for layoff were employees most likely to lead the POWTS program into the 21st Century. The remaining program individuals are almost all eligible for retirement and in many cases looking towards retiring within the next couple of years. The POWTS program has been successful because it is administered based upon uniform principals and employs people who know the wastewater industry and its stakeholders. Laying off or terminating employees who are directly related to the future success of the POWTS program will eventually leave it with little or no personnel having the necessary background knowledge for effective future administration.

(2) Three individuals designated for layoffs will be Wastewater Specialists. One of the eight original Wastewater Specialist already retired. The remaining four Wastewater Specialists will have districts too large for their current responsibilities. Timely regulatory actions are important in the POWTS program and in many cases county staff and property owners rely on the Wastewater Specialist actions to proceed with permit applications. This basically means those counties who depended upon the Wastewater Specialists for soil evaluations or program expertise will no longer receive those services on a timely bases or perhaps not at all.

(3) All the counties have experienced what happens when building activity exceeds program capabilities. Wastewater Specialists were pulled from their districts in the past to help with plan review. What happens when sanitary permit applications increase? How will the State handle plan review for mounds and other systems when the economy returns to a normal level? Will the counties eventually be required to review all proposed wastewater systems due to insufficient State employees? Counties need to know the answers to these questions today so they can develop planned responses for tomorrow and beyond.

(4) Public Health & Safety is the primary mission of Wisconsin Administrative Code Comm. 83. Meeting the constantly changing health issues and environmental needs is a task best guided by the State. The assumption that regional health issues can be addressed on a county by county basis without State coordination is simply just not practical. Having a strong State POWTS program administered by experienced individuals is the backbone for resolving or addressing regional and State environmental health issues which cross political boundaries and sometimes variable county programs.

Perhaps now is the time to address some long standing concerns that counties have, including:

- (a) How the Groundwater Surcharge fee assessed to each State issued sanitary permit and State sanitary permit fee monies forwarded to the Department of Commerce are used. It makes fiscal sense to use revenue obtained from the POWTS Program for program administration. If all the county monies collected for the POWTS Program were forwarded to the State and used exclusively for POWTS administration, the State may not need to layoff valuable employees. Over the last five years Sauk County has sent over \$85,000 to the Department of Commerce in groundwater and permit fees.
- (b) Department of Commerce revenues exceeded program operating costs from 2000 to 2007. Where did that surplus revenue go when the monies came from POWTS plan review and State sanitary permit fees? Once again, Sauk County has contributed more than \$85,000 to the Department of Commerce in the last five years.
- (c) The State should look at merging the POWTS maintenance program with the Department of Natural Resources septage servicing program thereby eliminating program overlaps and maximizing environmental health protection and State regulatory efforts. Currently, there are large administrative gaps in the septage program that can best be addressed by the Department of Commerce staff and expertise.

The State of Wisconsin took thirty plus years to develop the POWTS program, which is second to none in the nation. Wisconsin needs to maintain the regulatory level that was developed by so many individuals and organizations who worked hard to achieve the industry understanding that exists today. Alternatives to laying off State employees must not only be pursued by the Department of Commerce, but for other environmental health and resource protection programs as well.

Thank you for your time and prompt attention to this matter. If you have any questions, please do not hesitate to contact me.

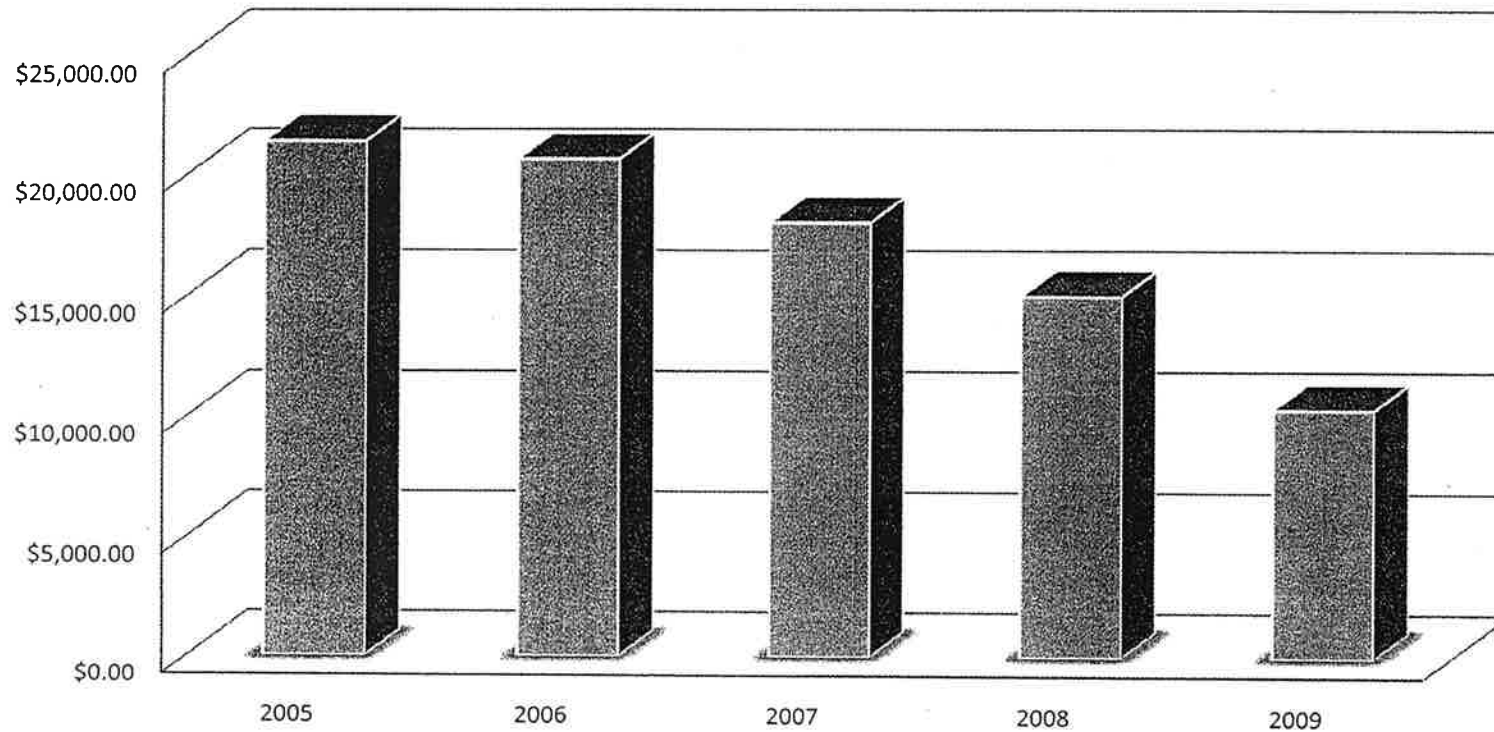
Respectfully submitted on behalf of the Sauk County Planning, Zoning and Land Records Committee.

Mark Steward, AICP
Director
Department of Planning and Zoning

cc. Sauk County Board of Supervisors
Fred Clark, Assembly District #42
Keith Ripp, Assembly District #47
Ed Brooks, Assembly District #50
Steve Hilgenberg, Assembly District #51
Luther Olsen, Senate District #14
Mark Miller, Senate District #16
Dale Schultz, Senate District #17
Gregory Jones, Safety & Buildings Division Administrator
Randy Baldwin, Director of Integrated Services
Barry Wanner, Human Resource Director
Roman Kaminski, POWTS Program Manager
Mark Finger, Wastewater Specialist Southwest District

File

Funds Reimbursed to the State Department of Commerce for Septic System Permits



* 2009 amount is through July only. All other amounts are yearly contributions.

RESOLUTION NO. 125-09

AUTHORIZING THE SALE OF OUTLOT AT THE SAUK COUNTY HEALTH CARE CENTER PROPERTY IN THE CITY OF REEDSBURG TO REEDSBURG UTILITIES FOR A NEW MUNICIPAL WELL

WHEREAS, Sauk County owns 55 acres of which a portion of this is being utilized to complete the construction of the new Sauk County Health Care Center; and,

WHEREAS, Reedsburg Utilities approached the Sauk County Property and Resource Committee in regards to purchasing an outlot on this 55 acres county property as a site for a new City Well and to obtain permission to complete a test well on this same outlot; and,

WHEREAS, the various test results have indicated this would be an excellent site to locate a well and the Reedsburg Utilities has completed a certified survey of the property (attached and hereinafter "Outlot"); and,

WHEREAS, the Property and Resource Committee feel it would be in the best interest of Sauk County as well as for the City of Reedsburg to have a new well located on this Outlot, which would also benefit the new Health Care Center; and,

WHEREAS, the City of Reedsburg has assisted with the development of the New Health Care Center site by extending Clark Street at no cost to Sauk County; and,

WHEREAS, in the Committee's reasonable business judgment the Outlet should be sold to the Reedsburg Utilities at a cost of one dollar (\$1) and other consideration as discussed herein,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the County Board Chairperson and the County Clerk are hereby authorized to sign any necessary documents to convey Outlot 1 totaling 23,079.94 +/- or .53 acres +/- of the county owned property in City of Reedsburg for the sum of One Dollars (\$1) with Reedsburg Utilities paying any and all costs and fees associated with this transaction including the surveying costs; and,

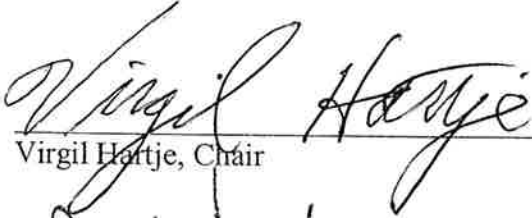
BE IT FURTHER RESOLVED, that the Corporation Counsel is authorized to prepare and approve any necessary documents to effectuate this transaction.

Res. 125-09

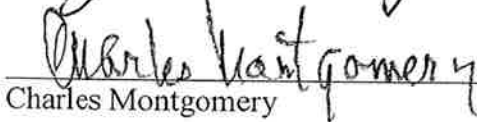
For consideration by the Sauk County Board of Supervisors on September 15th, 2009.

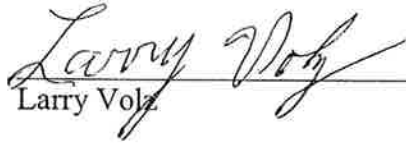
Respectfully submitted,

SAUK COUNTY PROPERTY & RESOURCES COMMITTEE


Virgil Hartje, Chair


Al Dippel


Charles Montgomery


Larry Volz


Shawn Posewitz

Fiscal Note: No fiscal impact. *VPB*

Information System Note: No information Systems impact.



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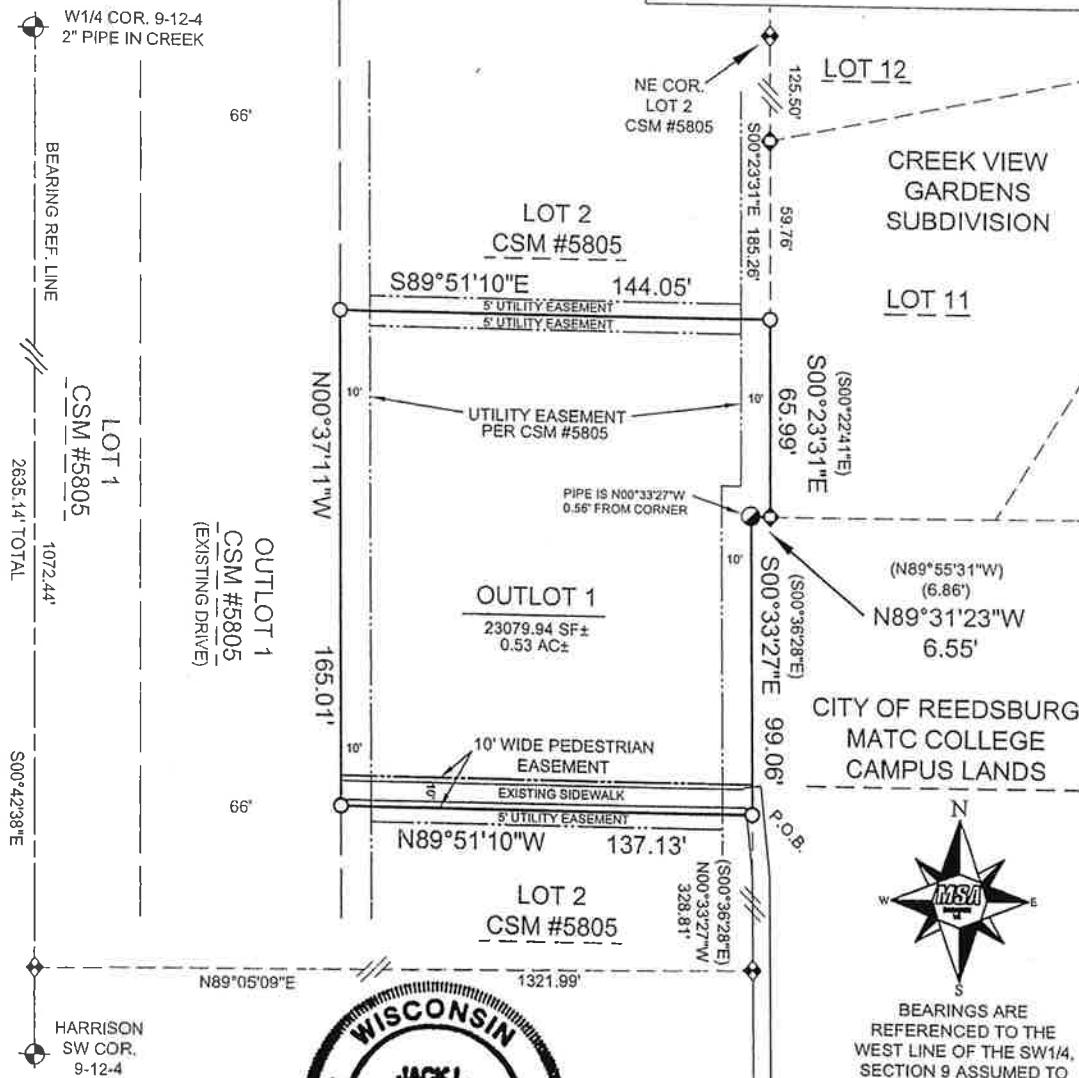
PROFESSIONAL SERVICES

PROJECT NO. 3219000
DRAWN BY: MTS
SURVEYOR: JLR
FILE NO. 29-2-391
SHEET NO. 1-2

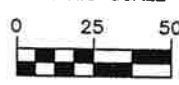
CLIENT:
CITY OF REEDSBURG
134 SOUTH LOCUST
REEDSBURG, WI.
608-524-6404

SAUK COUNTY CERTIFIED SURVEY MAP #

LOCATED IN PART OF LOT 2, CSM #5805, BEING IN THE
NW1/4-SW1/4, SECTION 9, T12N, R4E, CITY OF REEDSBURG,
SAUK COUNTY, WISCONSIN



BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SW1/4, SECTION 9 ASSUMED TO BEAR N00°42'38"W
GRAPHIC SCALE



0.10.09 1" = 50 FEET

- LEGEND**
- ⊕ FD. GOVERNMENT MONUMENT
 - FOUND 2" IRON PIPE
 - ◆ FOUND 1-1/4" REBAR
 - ◇ FOUND 3/4" IRON REBAR
 - SET 3/4" BY 18" SOLID ROD-1.50 LBS./FT.
 - () RECORD INFORMATION

MSA PROFESSIONAL SERVICES, INC.
JACK L. ROLOFF, REGISTERED LAND SURVEYOR #1623

NOTE: IF THE SURVEYOR'S SEAL IS NOT RED IN COLOR, THE SURVEY IS A COPY AND SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO COPIES.



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PROJECT NO.	3219000
DRAWN BY:	MTS
CHECKED BY:	JLR
FILE:	29-2-391
SHEET NO.	2-2

SAUK COUNTY CERTIFIED SURVEY MAP #

I, Jack L. Roloff, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped an outlot located in part of Lot 2, CSM # 5805, being in the NW1/4-SW1/4, Section 9, T12N, R4E, City of Reedsburg, Sauk County, Wisconsin which is described as follows:

Commencing at the West one-quarter corner of Section 9, T12N, R4E; thence S00°42'38"E, 1072.44 feet along the west line of said Section to the southwest corner of Lot 3, CSM #5805; thence N89°05'09"E, 1321.99 feet along the south line of said Lot 3 and the south line of Lot 2 of CSM #5805 to the southeast corner of Lot 2; thence N00°33'26"W, 328.81 feet along the east line of said Lot 2 to the point of beginning;

thence N89°51'10"W, 137.13 feet to the east line of Outlot 1, CSM #5805; thence N00°37'11"W, 165.01 feet along the east line of said Outlot 1; thence S89°51'10"E, 144.05 feet to the east line of said Lot 2, CSM #5805; thence S00°23'31"E, 65.99 feet along the east line of Lot 2, CSM #5805; thence N89°31'23"W, 6.55 feet along the east line of said Lot 2; thence S00°33'27"E, 99.06 feet along east line of said Lot 2 to the point of beginning.

Said parcel contains 0.53 acres, more or less, and is subject to all easements and rights-of-way of record.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made certified survey under the direction of the City of Reedsburg.

That I have complied with the provisions of Chapter 236.34 Wisconsin Statutes, the subdivision regulations of the City of Reedsburg and Sauk County, and A.E. 7.00 of the Administrative Code of the State of Wisconsin to the best of my knowledge and belief, in surveying, dividing and mapping the same:

COMMON COUNCIL RESOLUTION

Resolved that this Certified Survey in the Northwest Quarter of the Southwest Quarter, Section 9, T12N, R4E, City of Reedsburg, Sauk County, owner, is hereby approved by the Common Council of the City of Reedsburg.

Date _____ Carol Held, Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Reedsburg.

Date _____ Anna L. Meister, Clerk



[Signature]
MSA PROFESSIONAL SERVICES, INC.
JACK L. ROLOFF, REGISTERED LAND SURVEYOR #1623
8.10.09
DATE

NOTE: IF THE SURVEYOR'S SEAL IS NOT RED IN COLOR, THE SURVEY IS A COPY AND SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO COPIES.

ORDINANCE NO. ¹²⁶ _____ - 09

**AMENDING CHAPTER 38 OF THE SAUK COUNTY CODE OF ORDINANCES,
SAUK COUNTY CULTURAL AND HISTORIC RESOURCES DESIGNATION
TO REFLECT CHANGES MADE IN THE RULES OF THE BOARD**

WHEREAS, the County Board of Supervisors of the County of Sauk does ordain as follows:

WHEREAS, changes were made to the standing committees of the Sauk County Board of Supervisors effective April 15, 2008; and,

WHEREAS, the changes combined the Arts, Humanities, & Historic Preservation Committee with the UW-Extension portion of the Agriculture, Extension, Education, & Land Conservation Committee to form the UW Extension, Arts & Culture Committee; and,

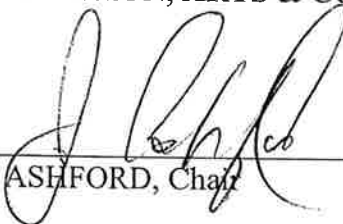
WHEREAS, the attached changes clarify the role of the aforementioned Committee and the UW-Extension Department in the designation of cultural and historic resources;

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors, met in regular session, that the amendment to Chapter 38 of the Sauk County Code of Ordinances attached hereto as Exhibit A, is hereby adopted to become effective upon passage:

For consideration by the Sauk County Board of Supervisors on September 15 , 2009

Respectfully submitted,

UW EXTENSION, ARTS & CULTURE COMMITTEE



JUDY ASHFORD, Chair



PETER TOLLAKSEN



LESTER WIESE



DONNA STEHLING



MARCY HUFFAKER

FISCAL NOTE: No fiscal impact. *VB*

MIS NOTE: No MIS impact.

s:\ccounsel\ORDINANCE\drafts¬es\Ch. 38\ch38cultural_historic9.lwp

PROPOSED CHANGES TO CHAPTER 38

I. Historical Analysis

Prior to April 15, 2008, the Arts, Humanities, & Historic Preservation Committee oversaw the Cultural and Historic Resources Designations described in Chapter 38 of the Sauk Co. Code. The Rules of the Board for Sauk County changed the committee structure so that UW-Extension was combined with the above Committee and took on the staff responsibilities associated with the designations of significant sites within Sauk County.

II. Scope

The change proposed within the Ordinance reflects the structural changes made to the Oversight Committee and the departmental responsibility changes due to the Committee changes.

III. Issue / Policy Statement

The Ordinance change causes consistency in current practice and the ordinance.

IV. Financial Analysis

No fiscal impact.

V. Legal Authority.

The County has authority to designate cultural and historic resources per Wis. Stat. §§ 59.56 and 59.69 (4m). No changes proposed exceed this authority.

APPENDIX A

CHAPTER 38

SAUK COUNTY CULTURAL AND HISTORIC RESOURCES DESIGNATION

38.01	Title and Authority	38.05	Designation of Cultural or Historic Resources and Districts on the Official Register
38.02	Intent and Purpose	38.06	Review Criteria
38.03	Landmark Commission	38.07	Processing Applications
38.04	Responsibilities and Duties	38.08	Removal From Official Register

38.01 Title and Authority. This chapter shall be known as the Sauk County Cultural and Historic Resources Designation Ordinance and is adopted pursuant to the authority granted counties by Wis. Stat. §§ 59.56 and 59.69(4m) Stats. It is the intent of the County to designate resources throughout the County in incorporated and unincorporated areas.

38.02 Intent and Purpose. The Sauk County Board of Supervisors finds that the protection, enhancement, perpetuation, and use of structures and districts of historic, archaeological, architectural and engineering significance, located within the County are of cultural and aesthetic benefit to the community. It is further found that respect and understanding of the heritage of the County will enhance the economic, cultural, and aesthetic standing of the County. The purpose of this ordinance is to promote the general welfare of the public through the following:

(1) The protection, enhancement, perpetuation and use of those historic structures and/or other cultural resources that represent past eras, events, and persons important in prehistory or history; which provide significant examples of architectural styles of the past or are landmarks in the history of architecture; which are unique and irreplaceable assets to the County and its communities; or which provide this and future generations with examples of the physical surroundings in which past generations lived.

(a) Represent past eras, events, and persons important in prehistory or history;

(b) Provide significant examples of architectural styles of the past or are landmarks in the history of architecture; or

(c) Provide this and future generations with examples of the physical surroundings in which past generations lived.

(2) The development and maintenance of complementary settings and environment for such structures and/or districts.

(3) The preservation and encouragement of the County's varied architectural styles, reflecting the cultural, social, economic, political, and architectural phases of its history.

(4) The enhancement of property values, the stabilization of communities and areas of the County.

(5) The increase of economic and financial benefits to the County and its inhabitants, and the promotion and enhancement of the tourist trade.

(6) The integration of the preservation of cultural resources into public and private land use management and development processes.

(7) The educational and cultural enrichment of this and future generations by fostering knowledge of our heritage.

(8) The promotion and encouragement of continued private ownership and utilization of such structures so the objectives listed above can be attained under this policy.

(9) The identification and resolution of conflicts between the preservation of cultural resources and alternative land uses, as early as possible in the planning process.

(10) The promotion of public awareness of the benefits of preservation and the encouragement of public participation in identifying and preserving historic, architectural and archaeological resources thereby increasing community pride in the County's cultural heritage.

(11) The establishment of a basis for coordinating the goal of the preservation of cultural resources, historic structures and historic districts with the need to set standards for and implement other elements of the County's plans, policies, and programs.

38.03 Landmarks Commission. ~~The Arts, Humanities & Historic Preservation Committee~~ ~~UW Extension Arts & Culture Committee~~ of the Sauk County Board of Supervisors shall serve as the Sauk County Landmarks Commission established under the authority of the Sauk County Board of Supervisors pursuant to Wis. Stat. § 59.69(4m) Stats.

38.04 Responsibilities and Duties. The Sauk County Landmarks Commission shall act in an advisory capacity to the Board of Supervisors in all matters relating to the identification, protection, retention and preservation of historical resources within the County and shall include the following:

(1) Review and recommend cultural resources for placement on the Sauk County Official Register of Cultural and Historic Resources, hereinafter designated as the "Official Landmarks Register" consistent with the National Register of Historic Places Criteria and the State Register of Historic Places Criteria, including without limitation, historic districts, landmark sites, and landmarks within Sauk County including all information required for each designation. ~~The County Clerk~~ The Sauk County University of Wisconsin Extension, hereinafter designated as "UW-Extension", shall maintain the "Official Landmarks Register".

(2) Recommend to the Board of Supervisors the purchase of interests in property, including less than fee interests, transfer of development rights, easements, or other mechanisms, for the purpose of cultural or historic preservation.

(3) Participate in, promote, and conduct public information, educational, and interpretive programs pertaining to cultural or historic resources preservation.

(4) Advise and make recommendations to the Board of Supervisors on how it can best promote and encourage the preservation of cultural and historic resources of Sauk County.

(5) Advise and make recommendations to the Board of Supervisors on the formulation, implementation, and review of all programs, policies, services, facilities, and other matters relating to the preservation of the cultural and historic resources of Sauk County.

(6) Encourage recognition of the owners of landmarks or property or structures within historic districts by means of certificates, plaques, or markers, and from time to time issue commendations to owners of cultural resources who have rehabilitated their property in an exemplary manner.

(7) Advise and assist property owners, on request, on the restoration, rehabilitation, alteration, decoration, landscaping, or maintenance of any cultural and historic resource. If requested, negotiate with property owners who propose to demolish or relocate designated landmarks and/or significant properties in designated districts, in an effort to find a means of preserving the properties.

(8) Investigate and report to the Board of Supervisors on the use of various federal, state, and local, or private funding sources and mechanisms available to promote cultural and historic resource preservation in Sauk County.

(9) Review and comment on the decisions and documents, including environmental assessments, environmental impact reports, environmental impact statements, and other similar documents, of other public agencies when such decisions or documents may affect cultural and/or historic resources, cultural/historic districts, or other resources within the County.

38.05 Designation of Cultural or Historic Resources and Districts on the Official Landmarks Register. (1) The process to consider the designation of cultural or historic resources and districts may be initiated by the Board of Supervisors, or upon application of the owner of

the property for which designation is requested, or the authorized representative of the owner. Any such proposal shall be filed with the ~~UW-Extension County Clerk~~, and shall include the following information as appropriate:

- (a) The tax parcel number of the site or the structure proposed for designation or the legal description of the district proposed for designation;
- (b) A description detailing the structure, resource, or district proposed for designation;
- (c) A description of special aesthetic, cultural, architectural, or engineering qualities which justify such designation;
- (e) Sketches, drawings, photographs, or other descriptive material;
- (f) A statement of the condition of the structure, resource, or district;
- (g) A statement of architectural and historic significance of the structure or district;
- (h) Other information determined to be appropriate.

(i) Written authorization of the property owner(s) of record, except where such an application is submitted for designation of a historic district, in which case the application must be subscribed by, or on behalf of a majority of the property owners in the proposed district. Applications initiated by the Board of Supervisors do not require the written authorization of the property owner(s).

(2) All applications submitted by private property owners for cultural or historic designation shall be filed with ~~the UW-Extension Landmarks Commission~~ on forms prescribed by the Landmarks Commission and shall be accompanied by all data required pursuant to subsection of this Chapter, Designation of Cultural or Historic Resources and Districts on the ~~Official Landmarks Register~~.

38.06 Review Criteria. Any improvement, natural feature, or site may be designated as a cultural or historic resource, and any area within the County may be designated a cultural/historic district by the Board of Supervisors if such improvements, natural features, sites, or areas meet one (1) or more of the following criteria:

(1) It meets the criteria for listing on the National Register of Historic Places or the State Register of Historic Places, and/or,

(2) It meets at least one (1) of the following criteria for historic and cultural significance:

(a) The resource or district proposed for designation is particularly representative of a distinct historic period, type, style, region or way of life.

(b) The resource or district proposed for designation is, or contains, a type of building or buildings which was once common, but is now rare.

(c) The resource or district proposed for designation was connected with someone renowned.

(d) The resource or district proposed for designation is connected with a business or other use which was once common but is now rare.

(e) The resource or district proposed for designation represents the work of a master builder, engineer, designer, artist, or architect whose talents influenced a particular architectural style or way of life.

(f) The resource or district proposed for designation is the site of an important historic event or is associated with events that have made a meaningful contribution to the nation, state, County or community.

(g) The resource or district proposed for designation has a high potential of yielding information of archaeological interest; and/or, it meets the criteria for architectural and engineering significance in one (1) of the following ways:

1. The resource or district proposed for designation exemplifies a particular architectural style or way of life important to the County.

2. The resource or district proposed for designation exemplifies the best remaining architectural type of a community.

3. The construction materials or engineering methods used in the resource or district proposed for designation embody elements of outstanding attention to architectural or engineering design, detail, material or craftsmanship; and/or

(3) It meets the criteria for significance due to community and geographic setting in one (1) of the following ways:

(a) The proposed resource materially benefits the historic character of the community.

(b) The unique location or singular physical characteristic of the resource or district proposed for designation represents an established and familiar visual feature of the community, area, or County.

(c) The district is a geographically definable area, urban or rural, possessing a significant concentration or continuity of site, buildings, structures, or objects unified by past events, or aesthetically by plan or physical development.

(d) The preservation of a resource or resources is essential to the integrity of the district.

38.07 Processing Applications. (1) An application for inclusion on the Official Landmarks Register must be submitted to the County ClerkUW-Extension by the property owner whereon such cultural/historic resource exists or by a majority of the property owners if more than one (1) parcel is involved in the request. In addition, ~~by a majority vote at a regular meeting,~~ the Board of Supervisors may authorize the Landmarks Commission to process an application in order to consider the inclusion of any significant cultural/historic resource on the Landmarks Register.

(2) The form and content of the application shall be as determined by the Landmarks Commission or an authorized designee. Such forms, and the instructions for their filing, shall be available to the public upon request.

(3) Each application shall be processed by the Landmarks Commission or the designee as follows:

(a) The application shall be reviewed within 60 days after it is submitted to the County ClerkUW-Extension in order to determine if all necessary information is contained within the application to allow the analysis required in Section 38.06 Review Criteria.

(b) If all of the necessary information is included within the application, the Landmarks Commission or the designee shall accept the

application as being complete and shall notify the applicant, in writing, of such a determination. If all of the necessary information is not included with the application, the Landmarks Commission or the designee shall provide to the applicant a written request for all such additional information as is required in order for the Landmarks Commission to complete the analysis specified in Section 38.06 Review Criteria.

(c) Additional information provided by the applicant shall be reviewed by the Landmarks Commission or the designee within 60 days of the date of submittal to the County ClerkUW-Extension. The same process described in Section 38.07(3)(a) and (b) above shall be followed. If, after three (3) attempts to obtain the additional information necessary to process the application, the requested information is not provided by the applicant to the satisfaction of the Landmarks Commission, the application shall be deemed withdrawn and no further processing will take place.

(d) Once accepted as complete, the application shall be evaluated by the Landmarks Commission or the designee for compliance with the provisions of Section 38.06 Review Criteria. As a part of said review, the Landmarks Commission or designee may consult with the State Historical Society, Sauk County Historical Society, and/or any appropriate historical society, any individual with special knowledge about the resource that is the subject of the application under consideration, and/or any public agency to assist in the preparation of a report to the Board of Supervisors. The Landmarks Commission or designee may conduct any public meetings, workshops, etc. determined to be necessary to provide adequate information for the inclusion in the resolution and report to the Board of Supervisors. The Board resolution and report shall be prepared by the Landmarks Commission and transmitted to the County ClerkUW-Extension for scheduling not later than 90 days after the application is determined to be complete. This period may be extended upon the written request by the applicant.

38.08 Removal From Official Landmarks Register. Property may be removed

from the Official Landmarks Register in accordance with the following procedures:

(a) If at any time the Landmarks Commission determines that a previously designated historical or cultural resource no longer meets the criteria for inclusion on the Official Landmarks Register, the Commission shall notify the property owner that the Commission intends to initiate action to delist the resource from the Official Landmarks Register. The property owner shall be provided 30 days notice and an opportunity to appear before the Landmarks Commission pursuant to subparagraph (c) below.

(b) A property owner of a listed resource may also apply to the Landmarks Commission to have their property removed from the Official Landmarks Register. Upon the filing of such a request with the UW-Extension County Clerk, the Landmarks Commission shall schedule a public meeting within 30 days pursuant to subparagraph (c) below.

(c) If the Landmarks Commission finds, at a duly noticed public meeting, that the historical or cultural resource no longer meets the criteria for inclusion on the Official Landmarks Register, the Landmarks Commission shall forward a resolution and report to the Board of Supervisors to consider delisting the resource at the next regular meeting of the Board. Upon passage by the Board of Supervisors of a resolution delisting the resource, the resource shall be removed from the Official Landmarks Register.

As approved by the Sauk County Board of Supervisors on April 20, 1999 - Ordinance 67-99. Amended by the Sauk County Board of Supervisors on _____, 2009 - Ordinance No. _____