



Agenda

Sauk County Board of Supervisors - Regular Meeting

Tuesday, December 21, 2010

6:00 p.m.

West Square Building, 505 Broadway, Room #326, Baraboo, Wisconsin

❖ *Special Meetings:*

5:30 p.m., Planning, Zoning and Land Records Committee/Special Committee on Possible Merger of the Planning, Zoning and Land Records and Land Conservation Departments:

➤ Room 213 to consider:

- 1.) Discussion of recommendations of the Special Committee on Departmental consolidation – Supervisor Ashford.

5:50 p.m., Finance Committee:

➤ Gallery of County Board Room #326A to consider:

- 2.) Approval of County vouchers

Regular Sauk County Board of Supervisors Meeting:

- Call to order, and certify compliance with Open Meeting Law.
- Roll call.
- Invocation and pledge of allegiance.
- Adoption of agenda.
- Approval of minutes of previous meeting.
- Scheduled appearances: None.

- **Public comment (time limit of 3 minutes):**

NOTE: Turn in registration form, (located on the table in gallery of County Board room 326), to the County Board Chair.

- **Communications:**

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State of Wisconsin Department of Corrections 2010 Annual Jail Inspection.

- **Bills & referrals.**

- **Claims.**

- **Appointments:**

HEALTH CARE CENTER BOARD OF TRUSTEES:

1. Reappointment of Supervisor Henry Netzing, 3 year term to expire 01/01/2014
2. Reappointment of Supervisor Arthur Carlson, 3 year term to expire 01/01/2014
3. Reappointment of citizen Terri Langer, 3 year term to expire 01/01/2014

SAUK COUNTY LIBRARY BOARD:

1. Reappointment of Beverly Vaillancourt, 3 year term to expire 12/31/2013

TRANSPORTATION COORDINATION COMMITTEE:

- | | |
|---|---------------------------|
| 1. Reappointment, Consumer - Physical: Theron Hill | 2 year expires 08/21/2012 |
| 2. Consumer - Physical: Joan Wucherer | 2 year expires 08/21/2012 |
| 3. Consumer – Cognitive Disabilities: Mary Henderson | 2 year expires 8/21/2012 |
| 4. Reappointment, Consumer - Mental Health/AODA: Janet Pearson | 1 year expires 08/16/2011 |
| 5. Department of Human Services: Dan Brattset | 1 year expires 08/16/2011 |
| 6. Aging & Disability Resource Center (ADRC),
Information & Assistance (I & A), Lead Worker Jim Pritzkow | 1 year expires 08/16/2011 |
| Transportation Providers: | |
| 7. Reappointment, Alan Wildman II, Sauk-Prairie Transit | 1 year expires 08/16/2011 |
| 8. Richard Running, D-Cab in Reedsburg | 1 year expires 08/16/2011 |
| 9. Reappointment, Michael Coleman, Sureway Taxi, Wisconsin Dells | 2 year expires 08/21/2012 |

VETERANS SERVICE COMMISSION:

1. Reappointment of Roger A. Friede Sr., 3 year term to expire 12/31/2013

WORKFORCE DEVELOPMENT BOARD of SOUTH CENTRAL WISCONSIN:

1. Gene Dalhoff, Executive Director, Sauk County Development Corporation member
3 year term, January 01, 2011 to December 31, 2013, (replaces retired Executive Director Karna Hanna)
Representation: Economic Development
2. Lynn Severson, 3 year term, January 01, 2011 – December 31, 2013, (replaces Alan Langeteig who has left the Sauk County area), Representation: Distribution and Logistics

- **Unfinished Business:** None.

- **Reports - informational, no action required:**

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1. Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None
2. Wisconsin Counties Association 2009-2010 Annual Report (video)
3. 3rd Quarter Financial Report. (PAGES 11 - 17)
4. Special Committee on Departmental Consolidation and Restructuring.
5. Supervisor Judy Ashford, Chair-UW-Extension, Arts & Culture; and Phyllis Both, UW-Extension Horticulturist: Master Gardener Program.
6. Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.
7. Marty Krueger, County Board Chair
8. Kathryn Schauf, Administrative Coordinator:
 - a. update on comprehensive plan implementation.

- **Consent Agenda:**

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COMMITTEE:

AGING & DISABILITY RESOURCE CENTER:

- 18 Resolution 127-2010 Commending Hildred Ihde for 19 years of Faithful Service to the People of Sauk County.

EXECUTIVE & LEGISLATIVE:

- 19 Resolution 128-2010 Honoring Betty A. Hinze.
- 20 Resolution 129-2010 Honoring Randy Stammen.

HEALTH CARE CENTER BOARD OF TRUSTEES:

- 21 Resolution 130-2010 Posthumously commending Joe Ann Meurer for 5+ Years of Faithful Service to the People of Sauk County.

PLANNING, ZONING AND LAND RECORDS:

- 22 Resolution 131-2010 Commending Mary White for 37 Faithful Years of Service to The People of Sauk County.

NEW BUSINESS:

Executive and Legislative Committee: Discussion on change in County Board size and possible referral to Committee.

- **Resolutions & Ordinances:**

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COMMITTEE:

AGING & DISABILITY RESOURCE CENTER:

23 & 24 Resolution 132-2010 Authorize The Aging & Disability Resource Center To Contract For The Provision Of Lunches For The 2011 Nutrition Program.

COMMUNICATIONS INFRASTRUCTURE and FINANCE:

25 - 27 Resolution 133-2010 Approving The Group Purchase Of Pagers For Fire And EMS Agencies For Compliance With Narrow Banding Regulations And Amending The 2010 And 2011 Budgets To Appropriate The Receipt And Disbursement Of Funds.

EXECUTIVE & LEGISLATIVE:

28 Resolution 134- 2010 Authorizing Sauk County's Participation And Submission Of Grant Application For CDBG - EAP Funds.

29 & 30 Resolution 135-2010 Authorizing The Purchase Of An Email Archive.

LAW ENFORCEMENT & JUDICIARY:

31 & 32 Resolution 136- 2010 Authorizing An Agreement With Bluffview Inc. To Enforce Traffic Regulations On All Private Roads And Driveways Owned By Bluffview Inc.

PLANNING, ZONING AND LAND RECORDS:

33 - 35 Resolution 137-2010 Amending The Sauk County Planning And Zoning Department's Fee Schedule.

36 – 38 Ordinance 138-2010 Petition 8-2010 Approving The Rezoning Of Lands In The Town Of Baraboo From An Agricultural To A Recreational-Commercial Zoning District Filed Upon Amber Giddings, Owner/Agent.

PROPERTY & INSURANCE:

- 39 & 40 Resolution -2010 Accepting Bids On Tax-Delinquent Real Estate Acquired By Sauk County
- 41 Resolution -2010 Rescinding So Much Of Resolution No. 122-10 Involving The Taking Of A Tax Deed On Parcel Number 044-0813-00000 In The Town Of Woodland.
- 42 & 43 Resolution -2010 Rescinding So Much Of Resolution No. 122-10 Involving The Taking Of A Tax Deed On Parcel Number 172-0478-00000 In The Village Of Prairie Du Sac
- 44 - 51 Resolution -2010 Approving Renewal Of Lease Of The Sheltered Workshop Facility To Varc, Inc.

- Adjournment to a date certain.

Respectfully,



Martin F. Krueger
County Board Chair

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

For official records purposes, provide the County Clerk a copy of:

1. informational handouts distributed to Board members
2. original letters and communications presented to the Board

➤ **County Board members:**

1. Stop by 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,

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: December 15, 2010

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

s:/admin/CoBdAgendas/2010/ctybdagendaDecember212010.doc

Jim Doyle
Governor

Rick Raemisch
Secretary



State of Wisconsin
Department of Corrections

Office of Detention Facilities
3099 E. Washington Ave.
PO Box 7925
Madison, WI 53707-7925
Telephone (608) 240-5050
Fax (608) 240-3305

RECEIVED

NOV 08 2010

SAUK COUNTY BOARD CHAIR
BARABOO, WISCONSIN

November 1, 2010

Sheriff Randy Stammen
Sauk County Sheriff's Department
1300 Lange Court
Baraboo, WI 53913

Re: 2010 Annual Jail Inspection

Dear Sheriff Stammen:

Pursuant to Wisconsin Statute §301.37(3), an inspection of the Sauk County Jail was conducted on October 6th, 2010. The inspection compared the facility to the Department of Corrections Administrative Codes Chapters DOC 348 & 350, applicable State Statutes, and best correctional practices. The process included a review of records, dialogue with staff and inmates, and a walkthrough of the building to assess the safety, sanitation, adequacy, and fitness of the facility. This correspondence will summarize the findings of the inspection.

SUMMARY OF FACILITY

The Sauk County Jail was originally constructed in 2003 and consists of one podular-remote housing unit (B), one direct-supervision housing unit (A), and two Huber pods (E&F). The facility has a maximum rated capacity of 463 detainees and is not approved to hold juvenile offenders. On the date of the inspection, there were 250 inmates at the jail and 10 offenders on electronic monitoring (for a total of 260).

INMATE RESOURCES

The Sauk County Jail provides extensive programming services/opportunities to inmates. The following summarizes what is typically available (as this can change throughout the calendar year):

- **EDUCATION** – GED/HSED instruction is provided by the Madison Area Tech College on a weekly basis.
- **SUPPORT GROUPS** – AA meetings are conducted twice a week.

- **LIFE SKILLS PROGRAMMING** – Employee Readiness, Child First Program, AODA, Cognitive Thinking, Fatherhood, Anger Management, Inmate Art Program, Art Therapy, Money Smarts, Community Service Projects, and the Inmate Sentence Reduction Program.
- **RELIGIOUS SERVICES** – Non-denominational services are held every Sunday (as well as individual consultations). Specific denominational services can also be facilitated upon request. Bible studies are conducted throughout the week.
- **VISITATION** – Depending on classification, inmates are generally allowed to visit six days/week, twice a day, up to 20 minutes per visit. Visits are typically conducted electronically.
- **COMMISSARY** – Canteen is provided by Swanson Services and inmates are allowed to order weekly.
- **RECREATION** – Inmates housed in A-Pod have the option to periodically access the indoor/outdoor recreation area (although it should be noted this practice will discontinue upon the closing of A-Pod).
- **READING MATERIALS** – Inmates are generally afforded access to reading materials on a daily basis (although it should be noted the practice of using the library (room A146) will discontinue upon the closing of A-Pod).

SUMMARY OF OPERATIONAL CHANGES

The following is a list of operational changes/improvements made since the CY09 inspection:

- Purchasing of Tasers (subsequent policy and training incorporated).
- Implementation of monthly meetings between medical, mental health, and classification staff.

CLOSING OF A-POD

A-Pod, which contains two 47-bed direct supervision housing units, initially opened in 2008 when Sauk County began contracting with the Wisconsin Department of Corrections to house state prisoners. Late in the summer of 2010, the Sauk County Board of Supervisors voted to discontinue the use of A-Pod due to financial concerns. The result of this vote means a gradual reduction in contract beds and the eventual elimination of 14.5 positions (which includes 12 Deputies, 1 Assistant Jail Administrator, 1 Clerk, and a part-time Nurse). Likewise, use of the A-Pod library, classroom, and recreation areas will also be discontinued.

While it is understood that tough decisions need to be made during these arduous budget times, it is important to acknowledge that the closing of A-Pod not only has financial implications, but conversely will affect the overall operations of the jail. Areas such as classification, inmate programming, staff supervision, healthcare coverage, etc. will undoubtedly be impacted by this decision. Given how instrumental A-Pod has been in facilitating a positive climate and sound inmate behavior management program within the jail, it is unfortunate that the Sheriff's Department will no longer have this integral housing option.

STAFF TRAINING

In addition to out-of-facility training initiatives, Sauk County conducts extensive daily roll call training on jail policies. Multiple standard operating procedures are reviewed each month and staff are required to complete a post test. Fire safety and key usage practicals were conducted during this inspection period as well.

SUMMARY OF INSPECTION

I met with Sauk County administrative, security, healthcare, and food service personnel to conduct the annual inspection. The process included a review of records, dialogue with staff and inmates, and a walkthrough of the building to assess the safety, sanitation, adequacy, and fitness of the facility. The attached checklist details my findings as they relate to the Department of Corrections Administrative Code Chapter DOC 350 and applicable State Statutes.

In summary, the overall appearance of the facility was in good condition. There were no apparent signs of graffiti or property defacing. After a walkthrough of the housing units, it was apparent staff and inmates are held accountable for the cleanliness of the facility. A spot check of cell and housing unit mechanical devices revealed no deficiencies (this included the testing of door alarms in Huber).

Inmate feedback regarding conditions of confinement and staff supervision was generally positive (the only repetitive complaint was specific to the availability of utensils for purchased commissary items). My observations during the inspection revealed cordial and professional interactions between staff and inmates. Jail administration and staff are to be commended for the positive climate.

VIOLATIONS

There were no violations documented in the CY09 inspection. I am pleased to report no violations were noted during this inspection period as well. Jail administration and staff are to be commended for the positive findings.

The following issues/concerns were observed during this inspection:

- ☑ **Hourly Security Checks** – Per policy, staff are required to physically observe each inmate and inspect dayrooms, dormitories, kitchen, and laundry areas once each hour at irregular intervals from 7:00 a.m. to 11:00 p.m. (it should be noted that jail administration's expectation is one check per clock hour). A spot check of records revealed security checks are being completed in accordance with jail policy.

Best correctional practices dictate that a physical observation of each inmate should occur at least once every 60 minutes. As previously stated, current jail policy/practice stipulates once every clock hour. What this means, is that a deputy could physically check a housing unit at 10:15 a.m. and then at 11:45 a.m. and still meet policy requirements. However, in this example, 90 minutes have passed since a physical check was completed (contradicting best correctional practices).

While a review of records revealed staff are completing checks in accordance with policy, each of the records reviewed contained multiple gaps that exceeded 60 minutes. As was discussed during the inspection closeout, jail administration is encouraged to change this practice so checks are conducted at least once every 60 minutes at irregular intervals.



The Sauk County Jail is approved to hold adult offenders with a rated capacity of 463. This approval is contingent upon the continued compliance with Chapters DOC 348 & 350, as well as applicable State Statutes. I would like to thank your staff for their assistance and cooperation during the inspection. All of the documents I requested were well prepared and organized.

Please do not hesitate to contact my office should you have any questions or concerns regarding the CY10 jail inspection.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan White", written over a horizontal line.

Nathan White, Inspector

DEPARTMENT OF CORRECTIONS

Cc: Marty Krueger, County Board Chair
Beverly Mielke, County Clerk
Don Stevens, Law Enforcement Committee
Kathy Schauf, County Coordinator
Richard Meister, Chief Deputy
Capt. Mike Hafemann, Jail Administrator
Margo Busser, Health Services
Marty Ordinans, DOC/ODF
File



Accounting Department

Kerry P. Beghin, CPA
Controller
505 Broadway, Baraboo, WI 53913

PHONE: 608/355-3237
FAX: 608/355-3522
E-Mail: kbeghin@co.sauk.wi.us

To: Sauk County Board of Supervisors
Date: December 9, 2010
About: October 2010 Financial Report – 83.33% of Year

The third quarter (through September) financial report would normally have been presented in November. So as to not detract from the important business of budget adoption, this report was deferred. Attached are some highlights related to the October 2010 financial report.

Revenues

Revenues tend to be more cyclical in nature than expenses. Many of Sauk County's grants and aids, the largest revenue source after property tax levy, are paid on a reimbursement basis. The County incurs the expenses, submits the paperwork to primarily the State, and the reimbursement comes later. Reimbursement grants are currently expected to be received as budgeted. Some of the large, unevenly received grants in the budget but not received as of this October report are: shared revenues \$837,000 and federal economic development grant for fiber optics extension \$695,000. Intergovernmental charges lagging revenues are largely two items: interdepartmental charges between MIS and other Sauk County departments for projects yet to be finished (budgeted \$1,600,000, actual \$435,000); and inmate housing revenues (budgeted \$2,300,000, actual \$1,500,000). Lower MIS interdepartmental revenues have equal reductions in expenses in other departments.

Overall, 78.26% of annual revenues have been recognized through October. The following chart is in order of budgeted magnitude of dollars, and excludes both property taxes which are recorded 1/12th every month and transfers between Sauk County funds which have an equal offsetting expense. Note that sales tax (discussed in more detail later) lags by one month.

Revenues	2010 Annual Budget	Actual through October 2010	Favorable / (Unfavorable)	% of Budget
Grants & Aids	18,976,594	14,746,715	(4,229,879)	77.71%
User Fees	8,605,229	6,617,838	(1,987,391)	76.90%
Intergovernmental Charges	8,525,085	5,873,336	(2,651,749)	68.89%
Sales Tax	6,570,575	5,617,302	(953,273)	85.49%
Fines, Forfeitures & Penalties	764,000	528,689	(235,311)	69.20%
Other Taxes	738,120	1,129,775	391,655	153.06%
Interest	440,585	227,340	(213,245)	51.60%
Licenses & Permits	362,890	237,133	(125,757)	65.35%
Miscellaneous	166,398	333,644	167,246	200.51%
Donations	154,550	104,891	(49,659)	67.87%
Rent	105,501	120,580	15,079	114.29%
Total	45,409,527	35,537,243	(9,872,284)	78.26%

Property taxes are due on January 31 and are collected by local treasurers through that date. After January 31, all collections become the responsibility of the County. By August 15, Sauk County must make full payment to all the other taxing jurisdictions without regard to what has been collected. Outstanding taxes as of November 30, 2010 follow. This means uncollected delinquent taxes due to Sauk County equal \$4,435,898. Of this total, about 25% (or \$1,113,000) was originally levied to fund County operations. The remaining 75% was originally levied by schools and other local governments. The County has paid the schools and other local governments their portions, so the entire \$4,435,898 is due to Sauk County.

Levy Year	Collection Year	County Tax Rate	County Levy	County-Wide Levy	Uncollected Taxes as of November 2, 2010	Percent of County-Wide Levy Collected
2009	2010	\$4.34	28,659,120	115,574,314	2,926,284	97.47%
2008	2009	\$4.18	27,714,671	111,860,501	1,168,118	98.96%
2007	2008	\$4.06	25,805,357	102,211,966	327,271	99.68%
2006	2007	\$4.13	24,802,350	97,232,872	13,455	99.99%
2005	2006	\$4.39	23,884,930	94,527,243	771	100.00%
					4,435,898	

Sales tax receipts lag the month of sale by two months. For instance, for sales made at stores during January, vendors report and remit the sales tax to the State at the end of February, the State processes the information throughout March, and the County receives its payment at the end of March or possibly even the first part of April. Therefore, the County's financial reports as of the end of October only contain sales made through September. Further, sales tax is not at all received equally each month through the year. Summer receipts and the December holidays are higher. Sauk County maintained its sales tax budget for 2010 at the same level as 2009, \$6,570,575. Adjusting the 2010 budget for historical seasonal receipts, sales tax collections are currently ahead of budget and appear strong.

Sales Tax Payment Month	Sales Tax Sales Month	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Avg 2004-2009 Cumulative % of Year	Actual 2010 Cumulative % of Budget
March	January	404,395.80	437,531.07	427,012.08	497,959.79	466,080.10	503,592.58	6.47%	7.66%
April	February	476,027.83	591,085.89	467,086.40	440,630.56	451,861.42	525,719.94	13.37%	15.67%
May	March	478,668.74	459,621.42	578,124.33	589,428.08	543,909.32	497,682.15	20.91%	23.24%
June	April	555,730.48	498,867.64	559,399.19	508,989.20	542,094.79	556,632.03	28.62%	31.71%
July	May	474,592.89	510,586.61	542,694.08	614,333.50	614,770.21	590,376.04	36.59%	40.70%
August	June	667,102.68	689,409.70	744,360.29	790,042.91	612,591.97	661,728.04	46.74%	50.77%
September	July	713,535.33	817,720.27	759,561.91	788,854.53	872,504.39	930,470.23	58.32%	64.93%
October	August	702,474.40	701,932.01	802,476.13	849,137.52	671,478.67	742,700.59	69.19%	76.23%
November	September	568,874.98	665,911.28	647,566.21	598,392.51	529,000.33	608,400.34	77.85%	85.49%
December	October	659,885.29	539,009.66	430,266.88	474,902.16	496,002.65		85.33%	
January	November	450,815.35	440,273.01	469,094.72	556,097.80	444,099.69		92.27%	
February	December	532,460.31	601,482.43	547,846.13	474,704.21	412,033.15		100.00%	
Adjustments*		-140,061.02	-110,792.07						
Sales Tax Collected		6,544,503.06	6,842,638.92	6,975,488.35	7,183,472.77	6,656,426.69	5,617,301.94		

*Adjustments to sales tax in 2005 and 2006 are for the Department of Revenue recouping overpayments made to Sauk County in prior years.

Expenditures

Expenditures for wages, salaries and benefits tend to be spread relatively evenly throughout the year, and it is generally reasonable to assume 1/12th should be recorded each month. Supplies and services in most areas also tend to be spent fairly evenly throughout the year. Debt service is paid in April (interest only) and October (principal and interest). Capital outlay is rarely spent evenly, and there are huge peaks and valleys by month or quarter. Deferring capital purchases is often a first course of action chosen by Committees and department managers if there are uncertainties in their budgets.

Overall, 74.84% of annual expenditures have been recognized through October. The following chart is in order of budgeted magnitude of dollars, and excludes both debt service and transfers between Sauk County funds which have equal offsetting revenues. Labor benefits are outpacing wages and salaries only because the ten months happen to have eleven months of health insurance recorded, the additional month totaling about \$600,000.

Expenditures	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Supplies & Services	30,292,161	22,333,742	7,958,419	73.73%
Wages & Salaries	28,911,810	23,231,041	5,680,769	80.35%
Labor Benefits	13,120,660	11,183,132	1,937,528	85.23%
Capital Outlay	5,026,690	1,140,821	3,885,869	22.70%
Total	77,351,321	57,888,735	19,462,586	74.84%

Current Sauk County 2010 Financial Position

The Finance Committee and Sauk County managers spend a great deal of effort monitoring the Sauk County budget, making plans when areas of concern develop, and taking action (often with Committee and County Board action) when trouble is certain.

The possible effects of the State of Wisconsin's current budget deficits are reviewed constantly by department heads and oversight committees. The majority of the deepest identified cuts from the State were known in time for Sauk County to craft its 2010 budget accordingly. As department managers become aware of further reductions, they will work with senior management, oversight committees and the full County Board when necessary to make adjustments.

The impact of the economy is also watched through a number of key areas, including property tax collections, key planning and zoning permits, register of deeds collections, and interest earned on invested funds.

Selected Line Items as of October 30, 2010	2007 Total for Year	2008 Total for Year	2009 Total for Year	2010 Annual Budget	Actual through October 2010	Avg 2007- 2009	2010 % of Budget
Interest Collected on Delinquent Taxes	793,924	769,263	881,581	500,000	957,416	83%	191%
P&Z Land Use Permits	83,435	76,082	79,530	80,000	59,194	86%	74%
P&Z Sanitary Permits	101,900	89,485	99,475	90,000	52,360	83%	58%
Real Estate Transfer Tax	268,808	283,325	210,575	230,000	154,723	82%	67%
Register of Deeds Filing Fees	302,944	260,279	287,829	280,000	247,242	85%	88%
Interest Earned on Investments	1,553,741	1,015,843	375,862	350,000	186,953	82%	53%

Cash balances remain strong and steady, and the Treasurer is maintaining ample reserves for the County. The full impact of recent developments with the jail are being reviewed by department managers and their oversight committee. With that exception, neither the October report nor more detailed review of department budgets indicate that there are areas of deep concern about 2010 at this time.

In Conclusion

The 2011 budget message of structural alignment currently has many active facets. Oversight committees and department managers are striving to consider ways to most effectively share staff, space and electronic resources. Restructuring of Planning & Zoning and Land Conservation, as well as sharing resources between Human Services and the Health Departments are all being explored. Before 2011 is over, every member of the Board of Supervisors will face challenges in considering redistricting and adjustments to the Rules of the Board and Committee structure. It is admittedly a challenge for everyone involved to have the vision to consider new ways of getting the job done, but it is absolutely necessary for all to consider options with open minds.

In your role as oversight committee members, remain mindful of current and future indications that funding is changing, particularly from the State and Federal governments. Department managers provide you with monthly updates of budget position and statistics that can be leading indicators of changes to the status quo. Even with 2011 budget development complete, program review should never be complete to make sure Sauk County is providing those services most vital to those most in need. Changes to business as usual are often extremely difficult and take considerable time to implement.

I encourage you to contact me with questions as they come to mind.

Sauk County Financial Report
as of October 31, 2010
Percent of Year Complete

83.33%	General Government				Justice & Public Safety				Public Works				Health & Human Services			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Revenues																
Property Taxes	(\$810,897)	(\$675,748)	(\$135,150)	83.33%	\$12,531,279	\$10,442,733	(\$2,088,547)	83.33%	\$3,673,792	\$3,061,493	(\$612,299)	83.33%	\$11,769,041	\$9,807,534	(\$1,961,507)	83.33%
Other Taxes	738,120	1,129,775	391,655	153.06% A	0	0	0	—	0	0	0	—	0	0	0	—
Sales Tax	6,570,575	5,617,302	(953,273)	85.49% *	0	0	0	—	0	0	0	—	0	0	0	—
Grants & Aids	986,983	312,679	(674,304)	31.68% B	2,412,435	3,015,625	603,190	125.00% F	1,603,468	1,569,782	(33,686)	97.90%	12,336,285	9,594,316	(2,741,969)	77.77%
Licenses & Permits	14,860	13,286	(1,574)	89.41%	180	80	(100)	44.44%	0	0	0	—	83,350	59,873	(23,477)	71.83%
Fines, Forfeitures & Penalties	3,000	3,121	121	104.03%	615,000	427,516	(187,484)	69.51%	0	0	0	—	140,000	93,104	(46,896)	66.50%
User Fees	512,700	518,986	6,286	101.23%	1,229,475	883,259	(346,216)	71.84%	144,456	106,678	(37,778)	73.85%	6,623,048	4,980,038	(1,643,010)	75.19%
Intergovernmental Charges	2,471,312	1,063,553	(1,407,759)	43.04% C	2,745,923	1,885,583	(860,340)	68.67% G	3,180,511	2,814,441	(366,070)	88.49%	127,339	107,405	(19,934)	84.35%
Donations	0	0	0	—	0	200	200	—	0	0	0	—	153,550	101,092	(52,458)	65.84%
Interest	353,206	187,867	(165,339)	53.19% D	1,500	0	(1,500)	0.00%	70,000	26,339	(43,661)	37.63% H	500	2,280	1,780	456.07%
Rent	105,501	120,580	15,079	114.29%	0	0	0	—	0	0	0	—	0	0	0	—
Miscellaneous	17,420	71,739	54,319	411.82% E	56,000	27,814	(28,186)	49.67%	0	4,185	4,185	—	2,650	153,524	150,874	5793.35% I
Transfers from Other Funds	300,000	479,543	179,543	159.85%	0	0	0	—	0	0	0	—	0	0	0	—
Total Revenues	11,262,780	8,842,682	(2,420,098)	78.51%	19,591,792	16,682,809	(2,908,983)	85.15%	8,672,227	7,582,920	(1,089,307)	87.44%	31,235,763	24,899,166	(6,336,597)	79.71%
Expenses / Expenditures																
Wages & Salaries	2,677,337	2,155,228	522,109	80.50%	9,819,725	7,884,144	1,935,581	80.29%	2,757,797	2,114,580	643,217	76.68%	12,624,605	10,235,771	2,388,834	81.08%
Labor Benefits	1,023,943	840,199	183,744	82.06%	4,508,135	3,837,613	670,522	85.13%	1,292,753	1,075,737	217,016	83.21%	5,892,945	5,084,688	808,257	86.28%
Supplies & Services	3,674,236	2,128,271	1,545,965	57.92% C	5,585,929	4,972,043	613,886	89.01%	4,802,212	3,953,945	848,267	82.34%	13,362,095	9,454,445	3,907,650	70.76%
Debt Service - Principal	0	0	0	—	0	0	0	—	0	0	0	—	N/A	N/A	N/A	N/A
Debt Service - Interest	0	0	0	—	0	0	0	—	0	0	0	—	549,972	534,643	15,329	97.21%
Capital Outlay	2,210,492	522,896	1,687,596	23.66%	425,099	324,562	100,537	76.35%	650,000	38,290	611,710	5.89%	83,524	1,635	81,889	1.96%
Transfers to Other Funds	2,301,728	1,790,687	511,041	77.80%	140,000	116,667	23,333	83.33%	0	0	0	—	300,000	479,543	(179,543)	159.85%
Total Expenditures	11,887,736	7,437,281	4,450,455	62.56%	20,478,888	17,135,028	3,343,860	83.67%	9,502,762	7,182,552	2,320,210	75.58%	32,813,141	25,790,725	7,022,416	78.60%
Functional Expenditures as % of Total	14.31%	11.76%			24.65%	27.09%			11.44%	11.36%			39.49%	40.77%		
Net Increase/(Decrease) in Fund Balances	(\$624,956)	\$1,405,400	\$2,030,356		(\$887,096)	(\$452,219)	\$434,877		(\$830,535)	\$400,368	\$1,230,903		(\$1,577,378)	(\$891,560)	\$685,818	

Notes on % of Budget Differing from Expected +/- 20% and \$25,000 if revenues (excluding transfers, capital outlay and debt service)
Wages & Salaries and Labor Benefits under budget due to vacant positions and turnover

* Sales tax receipts lag the month of sale on this report by one month. This October report is through September sales (77.85% as seasonally adjusted).

- A Interest collected on delinquent taxes exceeds budget by \$457,000.
- B Grants and aids are primarily shared revenues (\$837,000), which are received 15% in July and 85% in November
- C Primarily MIS chargebacks to departments for projects expected to finished later in the year
- D Interest earned on invested funds lags budget
- E Sale of shelter care building (\$34,900), auction proceeds (\$5,300), insurance proceeds (\$7,600) unbudgeted
- F Emergency Assistance flood relief grants received exceed year's budget by \$675,000, unbudgeted interoperability grant \$67,000
- G Inmate housing rent revenues lag budget
- H Interest earned on landfill funds held by the DNR lags budget
- I HCC auction proceeds of \$36,000

Sauk County Financial Report
as of October 31, 2010
Percent of Year Complete

83.33%	Conservation, Development, Recreation, Culture & Education				Capital Projects				Debt Service				Totals			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Revenues																
Property Taxes	\$1,245,905	\$1,038,254	(\$207,651)	83.33%			\$0	--	\$250,000	\$208,333	(\$41,667)	83.33%	\$28,659,120	\$23,882,600	(\$4,776,520)	83.33%
Other Taxes	0	0	0	--			0	--			0	--	738,120	1,129,775	391,655	153.06%
Sales Tax	0	0	0	--			0	--			0	--	6,570,575	5,617,302	(953,273)	85.49%
Grants & Aids	941,766	254,313	(687,453)	27.00% J	695,657	(695,657)	0.00% N				0	--	18,976,594	14,746,715	(4,229,879)	77.71%
Licenses & Permits	264,500	163,894	(100,606)	61.96% K			0	--			0	--	362,890	237,133	(125,757)	65.35%
Fines, Forfeitures & Penalties	6,000	4,948	(1,052)	82.46%			0	--			0	--	764,000	528,689	(235,311)	69.20%
User Fees	95,550	128,878	33,328	134.88% L			0	--			0	--	8,605,229	6,617,838	(1,987,391)	76.90%
Intergovernmental Charges	0	2,354	2,354	--			0	--			0	--	8,525,085	5,873,336	(2,651,749)	68.89%
Donations	1,000	3,599	2,599	359.94%			0	--			0	--	154,550	104,891	(49,659)	67.87%
Interest	5,379	4,291	(1,088)	79.78%			0	--	10,000	6,563	(3,437)	65.63%	440,585	227,340	(213,245)	51.60%
Rent	0	0	0	--			0	--			0	--	105,501	120,580	15,079	114.29%
Miscellaneous	90,328	76,381	(13,947)	84.56%			0	--			0	--	166,398	333,644	167,246	200.51%
Transfers from Other Funds	0	0	0	--	220,359	56,213	(164,146)	25.51%	2,221,369	1,851,141	(370,228)	83.33%	2,741,728	2,386,896	(354,832)	87.06%
Total Revenues	2,650,428	1,676,913	(973,515)	63.27%	916,016	56,213	(859,803)	6.14%	2,481,369	2,066,037	(415,332)	83.26%	76,810,375	61,806,739	(15,003,636)	80.47%
Expenses / Expenditures																
Wages & Salaries	1,032,346	841,317	191,029	81.50%			0	--			0	--	28,911,810	23,231,041	5,680,769	80.35%
Labor Benefits	402,884	344,894	57,990	85.61%			0	--			0	--	13,120,660	11,183,132	1,937,528	85.23%
Supplies & Services	2,867,689	1,825,038	1,042,651	63.64% M			0	--			0	--	30,292,161	22,333,742	7,958,419	73.73%
Debt Service - Principal	0	0	0	--			0	--	1,640,000	1,640,000	0	100.00%	1,640,000	1,640,000	0	100.00%
Debt Service - Interest	0	0	0	--			0	--	803,552	803,514	38	100.00%	1,353,524	1,338,157	15,367	98.86%
Capital Outlay	475,032	36,331	438,701	7.65%	1,182,543	217,107	965,436	18.36%			0	--	5,026,690	1,140,821	3,885,869	22.70%
Transfers to Other Funds	0	0	0	--			0	--			0	--	2,741,728	2,386,896	354,832	87.06%
Total Expenditures	4,777,951	3,047,581	1,730,370	63.78%	1,182,543	217,107	965,436	18.36%	2,443,552	2,443,514	38	100.00%	83,086,573	63,253,789	19,832,784	76.13%
Functional Expenditures as % of Total	5.75%	4.82%			1.42%	0.34%			2.94%	3.86%			100.00%	100.00%		
Net Increase/(Decrease) In Fund Balances	(\$2,127,523)	(\$1,370,668)	\$756,855		(\$266,527)	(\$160,894)	\$105,633		\$37,817	(\$377,477)	(\$415,294)		(\$5,276,198)	(\$1,447,049)	\$4,829,149	

Notes on % of Budget Differing from Expected +/- 20% and \$25,000 if revenues (excluding transfers, capital outlay and debt service)
Wages & Salaries and Labor Benefits under budget due to vacant positions and turnover

J Land Conservation grants paid late in the year after expenses have been incurred
K Planning & Zoning land use and sanitary permits lag budget, non-metallic mining permits of \$28,000 issued at year end
L Parks fees exceed budget by \$28,000
M Dam repair costs less than budgeted. Land Conservation installations less than budgeted.
N Economic Development Authority grant for fiber optics extension reimbursed only after County match expended

SAUK COUNTY FINANCIAL REPORT (Unaudited)

October 31, 2010

Percent of Year Complete

83.33%

2010 Expense Budget				2010 Revenue Budget Excluding Carryforwards, or Fund Bal Use				Department Net Favorable / (Unfavorable) to Budget
October 31, 2010 Percent of Year Complete	83.33%	Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	Year-to-Date Revenues	% of Budget		
Department / Account Title								
General Fund Property Tax	0	0	0	--	-5,368,372	-4,473,643	83.33%	894,729
Miscellaneous Sales Tax	0	0	0	--	150	118	78.84%	(32)
County Sales Tax	0	0	0	--	6,570,575	5,617,302	85.49%	(953,273)
Shared Revenue	0	0	0	--	836,983	125,548	15.00%	(711,435)
Computer Aid	0	0	0	--	80,000	86,905	108.63%	6,905
Indirect Cost Reimbursement	0	0	0	--	113,652	94,710	83.33%	(18,942)
Arts & Humanities Grants	0	0	0	--	10,000	10,000	100.00%	0
Interest on Loan Payments	0	0	0	--	206	207	100.27%	1
Rent of County Buildings	0	0	0	--	36,109	30,091	83.33%	(6,018)
Sale of County-Owned Property	0	0	0	--	0	43,017	--	43,017
Miscellaneous Revenues	0	0	0	--	200	580	290.00%	380
Transfer from Human Services	0	0	0	--	0	137,369	--	137,369
Transfer from Health Care Center	0	0	0	--	300,000	342,174	114.06%	42,174
Use of Fund Balance	0	0	0	--	0	0	--	0
Miscellaneous Expenses	200	0	0	0.00%	0	0	--	200
Charitable/Penal Fines, Misc	7,686	7,686	100.00%	0	0	0	--	0
Contingency Fund	350,000	0	0.00%	0	0	0	--	350,000
Baraboo-Dells Airport	4,100	4,100	100.00%	0	0	0	--	0
Reedsburg Airport	4,100	4,100	100.00%	0	0	0	--	0
Sauk-Prairie Airport	4,100	4,100	100.00%	0	0	0	--	0
Tri-County Airport	16,135	16,135	100.00%	0	0	0	--	0
Wisconsin River Rail Transit	27,100	26,520	97.86%	0	0	0	--	580
Sauk County Libraries	914,635	913,480	99.87%	0	0	0	--	1,155
Arts & Humanities	73,639	62,457	84.81%	0	0	0	--	11,182
UW-Baraboo / Sauk County	78,800	78,800	100.00%	0	0	0	--	0
Sauk County Development Corp	67,528	67,528	100.00%	0	0	0	--	0
Transfer to Capital Projects	220,359	56,213	25.51%	0	0	0	--	164,146
Transfer to Debt Service Fund	2,081,369	1,734,474	83.33%	0	0	0	--	346,895
TOTAL GENERAL FUND NON-DEPARTMENTAL	3,849,751	2,975,592	77.29%	2,579,503	2,014,377	78.09%	309,033	
County Board	141,396	108,500	76.73%	141,396	117,830	83.33%	9,330	
Clerk of Courts	1,258,619	1,026,736	81.58%	1,255,619	1,046,389	83.34%	22,653	
Board of Adjustment	77,468	63,082	81.43%	77,468	59,557	76.88%	(3,525)	
Circuit Courts	638,409	512,155	80.22%	623,560	556,226	89.20%	58,920	
Court Commissioner	207,061	170,848	82.51%	207,061	172,484	83.30%	1,636	
Register in Probate	158,919	118,424	74.52%	158,919	124,814	78.54%	6,390	
Accounting	553,250	399,703	72.25%	483,547	434,163	89.79%	104,163	
Family Court Counseling Service	18,195	11,872	65.25%	16,500	14,040	85.09%	3,863	
County Clerk / Elections	396,332	291,480	73.54%	392,932	275,893	70.21%	(12,187)	
Personnel	428,627	296,560	69.19%	387,256	311,843	80.53%	56,654	
Treasurer	594,298	345,036	58.06%	463,911	882,433	190.22%	667,784	
Register of Deeds	223,182	170,822	76.54%	221,682	168,849	76.17%	(473)	
District Attorney / Victim Witness	556,003	400,358	72.01%	511,918	413,243	80.72%	56,970	
Corporation Counsel	573,329	469,063	81.81%	573,329	479,645	83.66%	10,582	
Surveyor	76,581	55,886	72.98%	76,581	63,818	83.33%	7,932	
Building Services	3,303,080	1,834,535	55.54%	2,590,013	2,191,076	84.60%	1,069,608	
Mapping	188,623	138,138	73.24%	188,623	157,204	83.34%	19,066	
Sheriff	14,656,934	11,665,490	79.59%	14,599,234	11,497,535	78.75%	(110,255)	
Coroner	137,015	119,604	87.29%	137,015	114,179	83.33%	(5,425)	
Emergency Management	209,896	225,411	107.39%	191,896	221,276	115.31%	13,865	
Administrative Coordinator	244,935	177,115	72.31%	164,935	137,446	83.33%	40,330	
Management Information Systems	2,795,992	1,362,706	48.74%	2,511,736	1,216,334	48.43%	137,884	
Public Health	721,348	692,229	95.96%	711,218	678,049	95.34%	(4,050)	
Home Nursing	861,540	603,311	70.03%	861,540	562,181	65.25%	(41,130)	
WIC	298,574	246,894	82.69%	257,398	235,235	91.39%	29,517	
Environmental Health	345,578	282,928	81.87%	308,578	199,455	64.64%	(46,473)	
Child Support	985,743	790,666	80.21%	985,743	795,247	80.67%	4,582	
Veterans Service	222,452	168,945	75.95%	214,535	180,696	84.23%	19,668	
Parks	782,820	335,674	42.88%	288,885	239,939	83.06%	398,200	
Planning & Zoning	1,290,119	495,224	38.39%	828,891	452,395	54.58%	418,399	
Land Conservation	1,166,715	812,811	69.67%	1,054,173	491,693	46.64%	(208,576)	
JWV Extension	325,727	218,018	66.93%	310,101	263,072	84.83%	60,680	
County Farm	8,540	6,557	76.78%	8,540	-5,212	-61.03%	(11,770)	
TOTAL GENERAL FUND	38,297,051	27,592,371	72.05%	34,384,236	26,763,400	77.84%	3,083,844	
Aging & Disability Resource Center	1,804,258	1,285,417	71.24%	1,767,732	1,244,194	70.38%	(4,697)	
Human Services	17,050,723	13,047,010	76.52%	16,791,702	13,348,453	79.49%	560,465	
Jail Fund	140,000	116,667	83.33%	140,000	98,817	70.58%	(17,849)	
Land Records Modernization	219,357	158,445	72.23%	105,000	151,708	144.48%	107,620	
Landfill Remediation	205,400	125,996	61.34%	80,400	32,861	40.87%	31,865	
Forest Management	0	0	--	0	0	--	0	
Baraboo Range	0	0	--	0	104,486	--	104,486	
Drug Seizures	18,500	0	0.00%	1,500	0	0.00%	17,000	
Community Development Block Grant	0	8	--	90,810	65,762	72.42%	(25,056)	
CDBG Flood Recovery Small Business	0	0	--	0	0	--	0	
CDBG Emergency Assistance Program	1,748,570	2,400,792	137.30%	1,748,570	2,423,806	138.62%	23,014	
TOTAL SPECIAL REVENUE FUNDS	21,186,808	17,134,333	80.87%	20,725,714	17,470,086	84.29%	796,847	

SAUK COUNTY FINANCIAL REPORT (Unaudited)

October 31, 2010

Percent of Year Complete

83.33%

Department / Account Title	2010 Expense Budget		Year-to-Date Expenses	% of Budget	2010 Revenue		% of Budget	Department Net Favorable / (Unfavorable) to Budget
	Excluding Addition to Fund Balance	Budget			Budget Excluding Carryforwards, or Fund Bal Use	Year-to-Date Revenues		
BUILDING PROJECTS FUND	1,182,543		217,107	18.36%	918,016	56,213	6.14%	105,633
DEBT SERVICE FUND	2,443,552		2,443,514	100.00%	2,481,369	2,066,037	83.26%	(415,294)
HEALTH CARE CENTER FUND	10,349,584		8,501,869	82.15%	9,296,577	7,639,361	82.17%	190,479
Highway	9,241,827		7,001,601	75.76%	8,591,827	7,550,059	87.87%	1,198,458
Insurance	77,588		65,664	84.63%	85,393	4,592	5.38%	(68,877)
Workers Compensation	280,319		269,929	96.29%	296,943	235,473	79.30%	(51,060)
TOTAL INTERNAL SERVICE FUNDS	9,599,734		7,337,193	76.43%	8,974,163	7,790,123	86.81%	1,078,501
Alice in Dairyland	500		500	100.00%	100	11	10.64%	(89)
Dog License	26,821		26,901	100.30%	32,200	21,508	66.79%	(10,772)
TOTAL TRUST & AGENCY FUNDS	27,321		27,401	100.29%	32,300	21,518	66.62%	(10,862)
TOTAL COUNTY	83,086,573		63,253,789	76.13%	76,810,375	61,806,739	80.47%	4,829,149

SAUK COUNTY FUND BALANCES

	2010	
	December 31, 2009	October 31, 2010
GENERAL FUND		
Reserved for Inventories	27,913	27,913
Reserved for Prepaid Items	21,614	21,614
Reserved for Long-Term Receivable (Delinquent Taxes)	2,375,117	2,375,117
Reserved for LT Receivable (Loan to Tri-County Airport)	12,140	11,466
Reserved for Encumbrances	105,433	0
*Unreserved, Designated for Working Capital	11,362,874	11,059,980
Unreserved, Designated for Carryforward Funds	2,158,627	2,158,627
Unreserved, Desig for Subsqnt Yr Budgeted Fund Bal Use	2,001,149	2,001,149
*Unreserved, Undesignated	4,699,572	4,279,602
TOTAL GENERAL FUND BALANCE	22,784,439	21,935,468
* County Reserves (working capital and undesignated)	16,062,446	15,339,582
OTHER FUNDS		
Aging & Disability Resource Center	124,739	83,516
Human Services	1,598,984	1,900,428
Jail Assessment	22,369	4,519
Land Records	656,172	649,435
Landfill Remediation	5,510,139	5,417,004
Forest Management	72,895	72,895
Baraboo Range	-88,309	16,177
Drug Seizures	85,145	85,145
Community Development Block Grant	221,151	286,905
CDBG Flood Recovery Small Business	57	57
CDBG Emergency Assistance Program	591,134	614,148
Building Projects	293,782	132,888
Debt Service	35	-377,442
Health Care Center	4,488,536	3,626,028
Highway	8,422,381	8,970,839
Insurance	520,180	459,108
Workers Compensation	1,079,116	1,044,660
Alice in Dairyland	9,185	8,696
Dog License	-7,653	-13,046
TOTAL ALL FUNDS' BALANCES	46,364,477	44,917,427

CURRENT DEBT PRINCIPAL BALANCE

Communications Notes	1,275,000
Law Enforcement Center Bonds	1,490,000
2004 Law Enforcement Refunding Bonds	6,250,000
2005 Law Enforcement Refunding Bonds	9,775,000
2007 Health Care Center Notes	3,875,000
2008 HCC Bond Anticipation Notes	0
2009 HCC Refunding Bonds	4,855,000
2010 HCC Refunding Bonds	4,925,000
Principal Payments Due October 1	31,170,000

RESOLUTION NO. 127 - 10

**COMMENDING HILDRED IHDE FOR 19 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, Hildred Ihde has faithfully served older adults of Sauk County as a Chore Worker in the Homemaker Program through the Aging & Disability Resource Center; and

WHEREAS, Hildred Ihde completed her service as a Chore Worker on October 13, 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present to Hildred Ihde an appropriate certificate and commendation as a token of our esteem.


For consideration by the Sauk County Board of Supervisors on December 21, 2010.

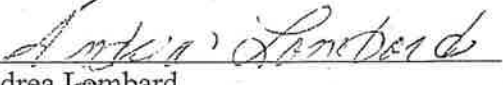
Respectfully submitted,

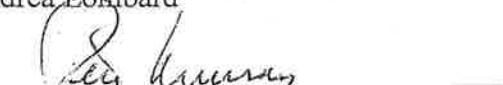
AGING & DISABILITY RESOURCE CENTER COMMITTEE


Arthur Carlson, Chairperson

Tommy Lee Bychinski


George Johnson


Andrea Lombard


Peter Murray

Fiscal Note: No County Levy impact. *AM*
MIS Note: No Information System impact.

RESOLUTION #128-2010
Resolution Honoring Betty A. Hinze

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

WHEREAS, Betty A. Hinze began her employment with Sauk County as a Deputy Coroner in 1988 and has served as Sauk County Coroner since January 6, 1997; and

WHEREAS, Betty A. Hinze will complete service with Sauk County on the first Monday in January, 2011.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present to Betty A. Hinze an appropriate certificate and commendation as a token of our esteem.

For consideration by the Sauk County Board of Supervisors on December 21, 2010.

Respectfully submitted:


*Executive and Legislative
Committee:*


Martin F. Krueger, Chair


Joan Fordham, Vice-Chair


William F. Wenzel


Steven Bach


Scott K. Alexander

Fiscal & MIS Note: None.



RESOLUTION #129-2010
Resolution Honoring Randy Stammen

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

WHEREAS, Randy Stammen began his employment with Sauk County as a Jailer in 1977 and has since risen through the ranks and has been serving as Sheriff since January 4, 1999; and

WHEREAS, Randy Stammen will complete service with Sauk County on the first Monday in January, 2011.

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

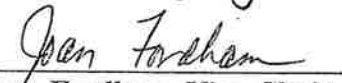
BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present to Randy Stammen an appropriate certificate and commendation as a token of our esteem.

For consideration by the Sauk County Board of Supervisors on December 21, 2010.

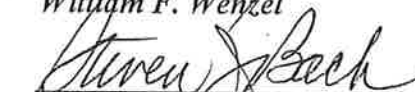
Respectfully submitted:


*Executive and Legislative
Committee:*


Martin F. Krueger, Chair


Joan Fordham, Vice-Chair


William F. Wenzel


Steven Bach


Scott K. Alexander

Fiscal & MIS Note: None.

RESOLUTION No. 130 - 10

**Commending Joe Ann Meurer for
5+ 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, **Joe Ann Meurer** faithfully served the people of Sauk County as an RN at the Sauk County Health Care Center, for a total of 5+ years of devotion to her chosen profession; and

WHEREAS, **Joe Ann Meurer's** earthly career was ended on October 15, 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and admiration for her 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 on behalf of the Sauk County Board of Supervisors to present Joe Ann's family with an appropriate certificate and commendation to express our highest esteem for her extraordinary contributions to our community.

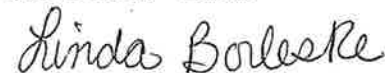
For consideration by the Sauk County Board of Supervisors on December 21, 2010.

Respectfully submitted,

SAUK COUNTY HEALTH CARE CENTER BOARD OF TRUSTEES



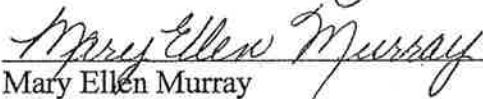
Steve Bach - Chair




Linda Borleske



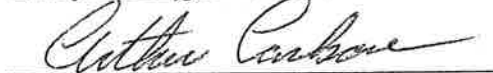
William Higgins



Mary Ellen Murray



Henry Metzinger - Vice-Chair



Arthur Carlson



Terri Langer

RESOLUTION # 131-10

**COMMENDING MARY WHITE FOR 38 FAITHFUL YEARS OF
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, Mary White has faithfully served the people of Sauk County as an Administrative Support Specialist for Sauk County Planning and Zoning for 38 years, and;


WHEREAS, Mary White will complete her service to Sauk County on December 30, 2010, and;

NOW, THEREFORE, BE IT RESOLVED that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Mary White an appropriate certificate and commendation as a token of our esteem.

For consideration by the Sauk County Board of Supervisors on December 21, 2010.

Respectfully submitted,

PLANNING, ZONING & LAND RECORDS COMMITTEE


GERALD LEHMAN, Chair


DON NOBS


JUDY ASHFORD, Vice Chair


FRED HALFEN


JOEL GAALSWYK

Fiscal Note: No County Levy Impact *KPB*

MIS Note: No Information System Impact

RESOLUTION NO. 132-10

**AUTHORIZE THE AGING & DISABILITY RESOURCE CENTER TO CONTRACT
FOR THE PROVISION OF LUNCHESES FOR THE 2011 NUTRITION PROGRAM**

WHEREAS, the purpose of the Nutrition Program is to provide nutrition services that assist older adults and/or adults with disabilities in Sauk County to live independently, by promoting better health through improved nutrition and reduced isolation through programs coordinated with nutrition-related supportive services; and,

WHEREAS, the current catering contract extension, by and between the Aging & Disability Resource Center, and Feil's Catering, expires December 31, 2010; and,

WHEREAS, a Request for Proposal was drafted and issued for information gathering, analysis, and evaluation of potential caterers for the successful continuation of the Aging & Disability Resource Center Nutrition Program in 2011 and only one Proposal was received; and,

WHEREAS, after due consideration of the Proposal, the Aging & Disability Resource Center Committee believes it is in the best interest of Sauk County, and hereby recommends, to accept the Proposal of Feil's Catering as the caterer for the 2011 Aging & Disability Resource Center Nutrition Program, with an option to extend the contract for one year, or until December 31, 2012. The proposed one-year extension of the contract must be with the approval of the Aging & Disability Resource Center Committee; and,

WHEREAS, the proposed price per lunch is \$4.35 for the 2011 contract year; and,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Aging & Disability Resource Center Director, Trish Vandre, be and hereby is authorized and directed to enter into a contract with Feil's Catering for the 2011 Nutrition Program, with an option to extend the contract by one year, with the approval of the Aging & Disability Resource Center Committee.

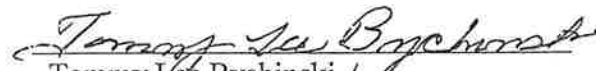
For consideration by the Sauk County Board of Supervisors on December 21, 2010.

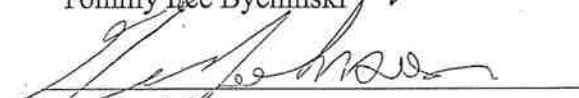
**AUTHORIZE THE AGING & DISABILITY RESOURCE CENTER TO CONTRACT
FOR THE PROVISION OF LUNCHES FOR THE 2011 NUTRITION PROGRAM**

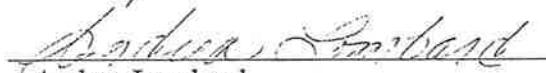
Respectfully submitted,

AGING & DISABILITY RESOURCE CENTER COMMITTEE


Arthur Carlson, Chairperson


Tommy Lee Bychinski


George Johnson


Andrea Lombard

Peter Murray

Fiscal Note: The expenses associated with providing approximately 61,009 lunches are included in the approved 2011 Nutrition Program purchased services budget of \$265,391.00.

MIS Note: No impact.

KPB

APPROVING THE GROUP PURCHASE OF PAGERS FOR FIRE AND EMS AGENCIES FOR COMPLIANCE WITH NARROWBANDING REGULATIONS AND AMENDING THE 2010 AND 2011 BUDGETS TO APPROPRIATE THE RECEIPT AND DISBURSEMENT OF FUNDS

WHEREAS, all public service agencies need to comply with the radio equipment narrow banding by January 1st, 2013; and,

WHEREAS, the main means utilized by the Sauk County 9-1-1 Center to contact Fire and EMS Agencies to respond to calls for service is done via VHF Radio Pagers; and,

WHEREAS, group purchase of equipment can reduce the per unit cost and gain efficiencies through standardization, and Sauk County can assist the public service agencies by coordinating this purchase; and,

WHEREAS, the Communications Technician obtained bids for Motorola Minitor V Radio Pagers and ComElec Services, Inc. provided the best price of \$390.00 per pager; and,

WHEREAS, the Communications Technician working with Fire and EMS representatives on the Communications Infrastructure Committee determined that the following departments would like to participate in the group purchase;

2010 Sauk County Pager Purchase

Department	Invoice	Invoice Total
		2010
Hillpoint Fire	17	\$6,630.00
Highway Shop	2	\$780.00
Baraboo Fire	4	\$1,560.00
Baraboo Ambulance	0	\$0.00
Sauk City Fire	6	\$2,340.00
North Freedom Fire	12	\$4,680.00
LaValle Fire	24	\$9,360.00
Reedsburg Fire	8	\$3,120.00
Reedsburg Ambulance	0	\$0.00
Delton Fire	40	\$15,600.00
Delton Ambulance	0	\$0.00
Prairie Du Sac Fire	31	\$12,090.00
Sauk Prairie Ambulance	15	\$5,850.00
Plain Fire	10	\$3,900.00
Merrimac Fire	12	\$4,680.00
Loganville Fire	0	\$0.00
Rock Springs Fire	5	\$1,950.00
Spring Green Fire	0	\$0.00
Spring Green Ambulance	0	\$0.00
	186	\$72,540.00

and,

WHEREAS, Sauk County will place one order to obtain the special pricing on these pagers with the understanding that the Sauk County Communications Technician will assist as needed with the programming but that all warranty issues will be handled by the individual departments listed above; and,

WHEREAS, each department will be billed for the amount for pagers noted, therefore making this a no net impact on the Sauk County Building Services budget,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Communications Technician is hereby authorized to purchase these pagers; and,

AND, BE FURTHER RESOLVED, that the 2010 and 2011 budgets be amended to authorize the receipt and disbursement of funds for the purchases.

For consideration by the Sauk County Board of Supervisors this 21st day of December, 2010

Respectfully submitted,

SAUK COUNTY COMMUNICATIONS INFRASTRUCTURE


Tommy Lee Bychinski

Robert Sinklair

Virgil Hartje


SAUK COUNTY FINANCE COMMITTEE


Tommy Lee Bychinski, Chairperson


Joan Fordham


Steven Bach


Jason Lane


William F. Wenzel

Fiscal Note: Purchase will be handled through the Communications portion of the Sauk County Buildings Services budget with the cost of the purchase being paid by revenues collected from the local agencies noted above. *YLB*

MIS Note: No MIS impact.

PAGER PURCHASE BIDS

COMPANY	BID PER PAGER	3 YEAR WARRANTY	5 YEAR WARRANTY
General Communications, Middleton, WI	\$400.00	\$38.00	\$72.00
Communications Services, Portage, WI	\$399.00	\$40.00	\$80.00
Pointon Communications, Baraboo, WI	\$418.00	\$40.00	\$75.00
ComElec Services, Inc., Dubuque, IA	\$390.00	\$40.00	\$80.00

RESOLUTION NO. 134-10

AUTHORIZING SUBMISSION OF THE APPLICATION

Relating to the County of Sauk participation in the Wisconsin Small Cities Community Development Block Grant-Emergency Assistance program.

WHEREAS, Federal monies are available under the Wisconsin Small Cities Community Development Block Grant-Emergency Assistance program, administered by the State of Wisconsin, Department of Commerce, Bureau of Community Finance for the purpose of disaster recovery; and,

WHEREAS, after public hearing and due consideration, the County Board has recommended that an application be submitted to the State of Wisconsin for the following project:

- Lakeside Foods Flood Mitigation

WHEREAS, it is necessary for the County Board, to approve the preparation and filing of an application for the County to receive funds from this program; and,

WHEREAS, the County Board has reviewed the need for the proposed project and the benefits to be gained therefrom;

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Sauk County does APPROVE and authorize the Administrative Coordinator to prepare and file an emergency application for funds under this program in accordance with this resolution; and

BE IT FURTHER RESOLVED, that the County Board Chair is hereby authorized to sign all necessary documents on behalf of the County.

Signed for by the Executive and Legislative Committee on December 21, 2010.

EXECUTIVE AND LEGISLATIVE COMMITTEE

MARTY KRUEGER, Chairperson

JOAN FORDHAM

WILLIAM F. WENZEL

STEVEN BACH

SCOTT KEVIN ALEXANDER

Fiscal note: Funds for administration are included in the grant award. There is no levy impact. 

MIS Note: No MIS Impact.

RESOLUTION NO. 135-10

Authorizing the Purchase of an Email Archive

WHEREAS, the Management Information Systems Department operates and maintains a centralized information technology infrastructure, to support all Sauk County Government operations; and,

WHEREAS, this infrastructure includes a centralized email system which provides email service for all employees; and,

WHEREAS, current best practices provide that all email traffic in and out of this system should be archived into a text searchable database; and,

WHEREAS, an email archive appliance or outsourced archive service will accomplish this; and,

WHEREAS, your Executive and Legislative Committee has reviewed this matter and found it in the best interest of Sauk County to accept the following bid:

Mirapoint 2TB Appliance from Heartland Business Systems (HBS) - \$11,500

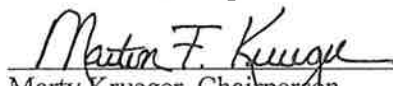
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the above-described bid, for the total amount of \$11,500 be and hereby is accepted by the County of Sauk;

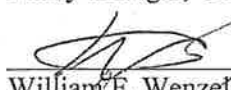
AND, BE IT FURTHER RESOLVED, that the Sauk County Management Information Systems Coordinator is hereby delegated the authority to sign any contracts related to the purchase of said equipment on behalf of Sauk County.

For consideration by the Sauk County Board of Supervisors on December 21, 2010.

Respectfully submitted,

Executive and Legislative Committee


Marty Krueger, Chairperson

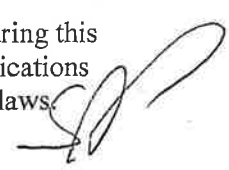

William F. Wenzel


Scott Alexander


Joan Fordham


Steven Bach

Fiscal Note: The revised 2010 MIS Department budget provides \$34,000 for backup and archive system upgrades. Annual Hardware Maintenance is based upon the current cost of \$3000 and is subject to change. *plb*

MIS Note: The process of archiving email records is considered an industry best practice. Capturing this information is an important aspect of appropriately managing the large volume of email communications generated in the operation of county government, some of which may be subject to open records laws. 

Four Year Cost Comparison

Mirapoint (HBS)	Initial Cost	2012	2013	2014	4 Yr Total
Mirapoint 2TB Archive Appliance	\$11,500		\$6,500		
Annual ongoing costs	\$3,000	\$3,000	\$3,000	\$3,000	
Configuration & Setup	\$500				
Staff Cost	\$1,700	\$1,200	\$1,200	\$1,200	
Total	\$16,700	\$4,200	\$10,700	\$4,200	\$35,800

Barracuda (CDW-G)	Initial Cost	2012	2013	2014	4 Yr Total
Barracuda 650 Message Archiver	\$16,849		\$6,500		
Annual ongoing costs	\$4,000	\$4,000	\$4,000	\$4,000	
Configuration & Setup	\$500				
Staff Cost	\$1,700	\$1,200	\$1,200	\$1,200	
Total	\$23,049	\$5,200	\$11,700	\$5,200	\$45,149

Greenvue Data RestoreEmail	Initial Cost	2012	2013	2014	4 Yr Total
Service for 550 Mailboxes	\$16,500				
Annual ongoing costs		\$16,500	\$16,500	\$16,500	
Configuration & Setup	\$0	\$0	\$0	\$0	
Staff Cost	\$500	\$250	\$250	\$250	
Total	\$17,000	\$16,750	\$16,750	\$16,750	\$67,250

Soniar Networks Hosted Archiving	Initial Cost	2012	2013	2014	4 Yr Total
Service for 550 Mailboxes	\$15,000				
Annual ongoing costs		\$19,800	\$19,800	\$19,800	
Configuration & Setup	\$0	\$0	\$0	\$0	
Staff Cost	\$500	\$250	\$250	\$250	
Total	\$15,500	\$20,050	\$20,050	\$20,050	\$75,650

RESOLUTION NO. 136 - 10

**AUTHORIZING AN AGREEMENT WITH BLUFFVIEW, INC. TO ENFORCE
TRAFFIC REGULATIONS ON ALL PRIVATE ROADS AND DRIVEWAYS
OWNED BY BLUFFVIEW, INC.**

WHEREAS, the area owned by Bluffview, Inc., contains a number of private roads and driveways upon which the Sheriff's Department is not currently able to enforce traffic regulations which limits law enforcement's ability to enforce laws within the Bluffview community; and,

WHEREAS, the attached agreement gives the Sheriff's Department more options for enforcement; and,

WHEREAS, the undersigned Committee has reviewed the attached agreement and feels that it is in the County's best interest to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sheriff is hereby authorized to sign the attached agreement to enforce traffic regulations on all private roads and driveways owned by Bluffview, Inc.

For consideration by the Sauk County Board of Supervisors on December 21, 2010.


Respectfully submitted,

LAW ENFORCEMENT & JUDICIARY


DONALD STEVENS, Chair


ROBERT SINKLAIR


FREDERICK J. HALPEN


PETER TOLLAKSEN


GEORGE F. JOHNSON

Fiscal Note: There may be a slight increase in revenue from traffic tickets written within Bluffview; however it is not expected to be significant. *RJB*

MIS Note: No information systems impact.

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Res. 136-10

AGREEMENT TO ENFORCE TRAFFIC REGULATIONS

This Agreement dated December 21, 2010 is entered into between Sauk County, a political subdivision of the State of Wisconsin, and Bluffview Estates, Inc. ("BLUFFVIEW"), a Wisconsin corporation. Bluffview agrees to allow Sauk County to enforce traffic regulations under Wisconsin Statutes Chapter 346 and the Sauk County Code of Ordinances on all private roads and driveways owned by Bluffview. The private roads and driveways are owned by Bluffview and are located within a manufactured or mobile home community.

This Agreement is made pursuant to Wis. Stat. § 349.03. Bluffview understands that this Agreement does not require Sauk County to maintain any level of enforcement activity or otherwise expand Sauk County's current duties under the law. In addition, this Agreement does not change Sauk County's immunity under Wisconsin and Federal law.

This Agreement may be terminated at any time by either party upon 14 days written notice. Written notice shall be given to Sauk County at Sauk County Law Enforcement Center, 1300 Lange Court, Baraboo, WI 53913 and to Bluffview at 229 Forrester Drive, Cottage Grove, WI 53527.

Sauk County

By Sheriff Randy Stammen pursuant to County Board Resolution

Bluffview

By April Youngs, President

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RESOLUTION NO. 137 - 10

Amending the Sauk County Planning and Zoning Department's Fee Schedule

WHEREAS, the Sauk County Planning and Zoning Department has an established and approved fee schedule for various permits and services issued by the department; and,

WHEREAS, Sauk Co. Code § 7.14(4) requires that the Sauk County Board of Supervisors review the fee schedule annually and adopt the fee schedule by resolution; and,

WHEREAS, the Planning, Zoning and Land Records Committee has reviewed the existing fee schedule and determined that revisions are necessary to the fee schedule in order to more accurately reflect the amount of staff review time, onsite inspections, permitting and various services; and,


WHEREAS, the Planning, Zoning and Land Records Committee does recommend that the attached fee schedule, as proposed, be approved and that the effective date of this fee schedule be January 1, 2011.

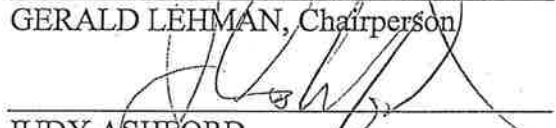
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors met in regular session, hereby approves the attached Planning and Zoning Department Fee Schedule.

For consideration by the Sauk County Board of Supervisors on December 21, 2010.

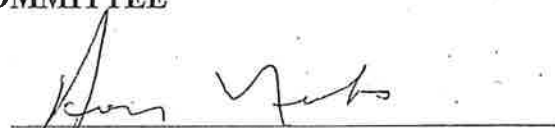
Respectfully submitted,

PLANNING, ZONING & LAND RECORDS COMMITTEE


GERALD LEHMAN, Chairperson


JUDY ASHFORD


JOEL GAALSWYK


DON NOBS


FRED HALEEN

Fiscal Note: The proposed fee increases will be used to offset the costs of the septic system maintenance program. In addition, the increase in fees will be used for the maintenance of the vehicles and equipment used by staff in performing their job duties.

MIS Note: No MIS Impact

"PROPOSED" Sauk County Planning & Zoning Fee Schedule - Effective January 1, 2011

Septic Permit Fees

Septic Fees are doubled when work is started with out permits.

Conventional System \$450.00 \$500.00	Holding Tank \$550.00 \$600.00	Mound, IGP, Atgrade \$450.00 \$500.00
Tank / Drainfield Replacement \$200.00 \$250.00	Pre-Treatment/ Large System >=1,000 Gal/Day \$525.00 - \$600.00	Large System 3,000 Gal/Day \$650.00
Privy/Reconnection \$200.00	Permit Renewal/Transfer Fee \$100.00	State/County Groundwater \$125.00
Soils Onsite/Verification \$100.00	No Shows/Not canceling scheduled field work - \$100.00 (Permits will not be issued and/or field work will not be scheduled until fee is paid)	Holding Tank Plan Review \$90.00 Atgrade Plan Review \$250 Plan Revision Fee - \$85.00

Land Use Fees

Land use fees are tripled when work is started without permits.

*** Land Use Permits shall be accompanied by Erosion Control Plans**

* Single Family Residence \$500.00	* Multi-Family Structure \$600.00	* Commercial/Industrial Bldg \$600.00
Fire Sign \$100.00	Add'l Fire Sign \$20/sign \$10/post	Mobile Homes (for farm help or within a park) \$200.00
* Additions to Residential \$200.00 Commercial-Industrial \$300.00	* Decks - Stairways and other land uses/structures \$50.00	* Detached Garages/Accessory Structures \$100.00
New Communication Tower \$200.00	Addition to Communication Tower (Antennas) - \$50/each	* Boathouses/State Statute §59.692(1v) Structure(s) \$300.00 \$400.00
Shoreland Filling and Grading (accompanied by Erosion Control Plans) \$100.00 \$200.00	Retaining Walls <100 sq. Ft. \$200.00 Retaining Walls >100 sq. Ft. \$300.00 Retaining Wall(s) \$400 (includes filling & grading permit) (within Shoreland Protection District)	Cottage Industry/ Home Occupation or Change of Use \$100.00
<u>Vegetative Buffer Removal/Tree Cutting</u> \$100.00 (within Shoreland Protection District)	<u>Farm Ditching/Tiling with NRCS Approval</u> \$100.00	
Junk Yard \$300.00 (Junk Yard Annual Fees \$50)	Shoreland/Wetland or Additional Site Inspection \$100.00	Floodplain Surcharge \$200.00
Septic Maintenance In-House Data Recording \$10/page or card	Lodging House /B&B Permit \$100.00 (Lodging House/B&B Annual Fee \$50)	Permit Renewal/Transfer Fee \$100.00

Land Division Review Fees

<u>Plat Review (Prelim & Final)</u> Subdivision Plat Review - \$300.00 plus \$20/lot Condo Plat Review - \$300.00 plus \$20/unit	<u>Development Plan Review for Plats</u> Class II & III Plats - \$300.00 Condo Plat - \$300.00	<u>Development Plan Review for PUD</u> Conservation Subdivision - \$300.00 Cluster Development - \$300.00 Farmland Consolidation - \$150.00
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"PROPOSED" Sauk County Planning & Zoning Fee Schedule - Effective January 1, 2011

Other Department Fees			
CSM Review \$100.00 review fee + \$20/addt'l lot		Wisconsin Fund Processing \$150.00	Rezone/BOA Public Hearings \$500.00
Mineral Extraction Reclamation Fees			
Size of Disturbed Area (Acres)	Sauk County Fee	DNR Fee	Total Fees Collected
1 to 5 Acres	\$520.00	\$35.00	\$555.00
6 to 10 Acres	\$690.00	\$70.00	\$760.00
11 to 15 Acres	\$1,000.00	\$105.00	\$1,105.00
16 to 25 Acres	\$1,250.00	\$140.00	\$1,390.00
26 to 50 Acres	\$1,500.00	\$160.00	\$1,660.00
51 Acres or Larger	\$2,000.00	\$175.00	\$2,175.00
Inactive Mines	\$50.00	\$15.00	\$65.00

ORDINANCE NO. 138-2010

PETITION 8-2010. APPROVING THE REZONING OF LANDS IN THE TOWN OF BARABOO FROM AN AGRICULTURAL TO A RECREATIONAL-COMMERCIAL ZONING DISTRICT FILED UPON AMBER GIDDINGS, OWNER/AGENT.

WHEREAS, a public hearing was held by the Planning, Zoning & Land Records Committee on November 23, 2010, upon petition 8-2010 as filed by Amber Giddings for a change in the zoning of certain lands from an Agricultural to a Recreational-Commercial Zoning District; and

WHEREAS, the Planning, Zoning and Land Records Committee reviewed and discussed the request as described in petition 8-2010; and

WHEREAS, the Town of Baraboo Town Board has approved the rezone request; 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 8-2010, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

For consideration by the Sauk County Board of Supervisors on December 21, 2010.

Respectfully submitted,
PLANNING, ZONING & LAND RECORDS COMMITTEE

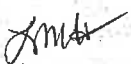

GERALD LEHMAN, CHAIR


JUDY ASHFORD


JOEL GAALSWYK


FREDERICK HALFEN


DON NOBS

Fiscal Note: No Impact 
MIS Note: No Impact

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 November 23, 2010, 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 8-2010 Rezone. A petition to rezone certain lands in the Town of Baraboo, County of Sauk, Wisconsin, from an Agricultural to a Recreational-Commercial Zoning District. Lands are owned by Amber Giddings.

Lands to be affected by the proposed rezone are located in Section 11, T11N, R6E, Town of Baraboo, Sauk County, Wisconsin. Said area to be rezoned contains 2.00 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 to establish the correct zoning designation to accommodate an existing bar/restaurant business including an outdoor eating area and performance space.

- 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: November 3, 2010

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
Baraboo, WI 53913

To be published November 8, 2010
For office use only: Pet. No. 8-2010
If you have a disability and need
that a 48 hour notice is given. Please

SENDER: COMPLETE THIS SECTION

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

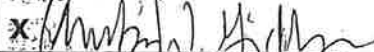
1. Article Addressed to:

AMBER GIDDINGS
S5566 STATE ROAD 123
BARABOO, WI 53913

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x 

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

11/4/10

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

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

7008 1300 0000 0464 5653

Sauk County Department of Planning and Zoning

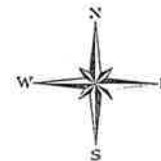
Staff Report Petition 8-2010

Applicant
Amber Giddings
S5566 State Road 123
Baraboo, WI 53913

Property Location
Section 11,
T11, R6E, Town of Baraboo,
Sauk County, Wisconsin

Legend

Rezone Boundary



FOR INFORMATIONAL PURPOSE ONLY
Sauk County does not attest to the accuracy
of the data contained herein and makes no
warranty with respect to its correctness or validity.
Data contained in this map is limited by the method
and accuracy of its collection.

State Road 123

RESOLUTION NO. 139 - 10

**ACCEPTING BIDS ON TAX-DELINQUENT REAL ESTATE
ACQUIRED BY SAUK COUNTY**

WHEREAS, your Property and Insurance Committee has appraised certain property, acquired by Sauk County as tax-delinquent real estate, pursuant to the Wisconsin Statutes; and,

WHEREAS, the Sauk County Clerk has advertised the sale and appraised value of such real estate in a Class III Notice under Chapter 985 of the Wisconsin Statutes; and,

WHEREAS, at 9:00 a.m. on November 15, 2010, the Sauk County Clerk and the Sauk County Treasurer opened bids for said property, the successful bidder indicated, with all parcels not receiving sufficient bids being omitted; said properties receiving sufficient bids described below:

THE FOLLOWING PROPERTY IN THE TOWN OF WOODLAND:

044-1403-00000	SUMMIT ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 409
Appraised value:	\$1,400.00
Bid:	\$2,255.00
Submitted by:	Donna & David Meisch 1S711 Greenbrier Dr Elburn, IL 60119

THE FOLLOWING PROPERTIES IN THE VILLAGE OF LAKE DELTON

146-1053-45300	2 ND ADD TO SPRING BROOK FALLS LOT 53
Appraised value:	\$5,000.00
Bid:	\$5,010.00
Submitted by:	Douglas B. & Roxanne K. Clausen 627 Lakeview Ct Wisconsin Dells, WI 53965

WHEREAS, Sauk County is now authorized by § 75.69 of the Wisconsin Statutes to accept the bids exceeding the appraised value of said property deemed most advantageous to it.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Clerk is hereby instructed to issue Quit Claim Deeds for the above described real property to the above-named successful bidders upon receipt in full of the amounts of said bids by the Sauk County Treasurer;

AND BE IT FURTHER RESOLVED that the Sauk County Clerk is also authorized to accept the next successful bid exceeding the appraised value of any parcel if the successful bidder on said property does not make payment within a reasonable time as instructed by the Clerk.

For consideration by the Sauk County Board of Supervisors on December 21, 2010.

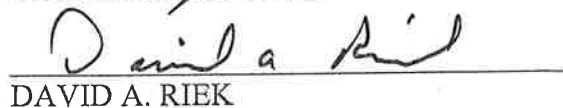
Respectfully submitted,

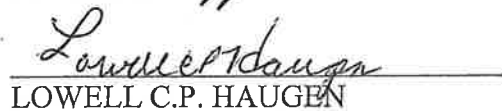
SAUK COUNTY PROPERTY AND RESOURCE COMMITTEE:


VIRGIL HARTJE, Chairperson


GEORGE F. JOHNSON


AL DIPPEL


DAVID A. RIEK


LOWELL C.P. HAUGEN

FISCAL NOTE:

Funds received provide sufficient revenue to reimburse Sauk County for its costs invested in the property. *YPB*

MIS NOTE:

No Impact.

RESOLUTION NO. 140-10

**RESCINDING SO MUCH OF RESOLUTION NO. 122-10
INVOLVING THE TAKING OF A TAX DEED ON PARCEL
NUMBER 044-0813-00000 IN THE TOWN OF WOODLAND AND MORE
PARTICULARLY DESCRIBED BELOW**

WHEREAS, by Resolution No. 122-10, the Honorable Sauk County Board of Supervisors authorized the taking of a tax deed on parcel number 044-0813-00000 more particularly described below:

TOWN OF WOODLAND, BRANIGAR'S DUTCH HOLLOW LAKE LOT 18

WHEREAS, Sauk Co. Code § 30.03(6) and Wis. Stat. § 75.35(3) authorizes Sauk County to give preference to a former owner in the sale of property taken by tax deed; and,

WHEREAS, your undersigned Committee has had this matter under advisement, and has determined that it is in the best interest of the Sauk County to give preference to the former owner in the sale of this property because the funds received will compensate the County in full for the amounts due and owing.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that so much of Resolution No. 122-10 as it pertains to the above described parcel of real property located in the Town of Woodland is hereby rescinded; and,

BE IT FURTHER RESOLVED, that the County Clerk shall be and hereby is authorized to sign documents effectuating and providing notice of rescision of said tax deed.

For consideration by the Sauk County Board of Supervisors on December 21, 2010.


Respectfully submitted:

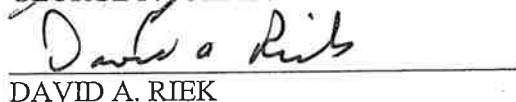
PROPERTY & INSURANCE COMMITTEE


VIRGIL HARTJE, Chairperson


AL DIPPEL


LOWELL C.P. HAUGEN


GEORGE F. JOHNSON


DAVID A. RIEK

FISCAL NOTE: Funds received were \$888.41. This is sufficient to cover all previously owed taxes in the amount of \$492.00; penalties and interest in the amount of \$196.41; Letter, Search and Publication Fee in the amount of \$150.00 and service charges in the amount of \$50.00 *PRB*

MIS NOTE: No impact.

RESOLUTION NO. 141 - 10

**RESCINDING SO MUCH OF RESOLUTION NO. 122-10
INVOLVING THE TAKING OF A TAX DEED ON PARCEL
NUMBER 172-0478-00000 IN THE VILLAGE OF PRAIRIE DU SAC AND MORE
PARTICULARLY DESCRIBED BELOW**

WHEREAS, by Resolution No. 122-10, the Honorable Sauk County Board of Supervisors authorized the taking of a tax deed on parcel number 172-0478-00000 more particularly described below:

THE EAST 120 FEET OF LOTS THREE (3) AND FOUR (4), BLOCK THREE (3) OAK GROVE ADDITION TO THE VILLAGE OF PRAIRIE DU SAC.

WHEREAS, Sauk Co. Code § 30.03(6) and Wis. Stat. § 75.35(3) authorizes Sauk County to give preference to a former owner in the sale of property taken by tax deed; and,

WHEREAS, your undersigned Committee has had this matter under advisement, and has determined that it is in the best interest of the Sauk County to give preference to the former owner in the sale of this property because the funds received will compensate the County in full for the amounts due and owing.


NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that so much of Resolution No. 122-10 as it pertains to the above described parcel of real property located in the Town of Woodland is hereby rescinded; and,

BE IT FURTHER RESOLVED, that the County Clerk shall be and hereby is authorized to sign documents effectuating and providing notice of rescision of said tax deed.

For consideration by the Sauk County Board of Supervisors on December 21, 2010.

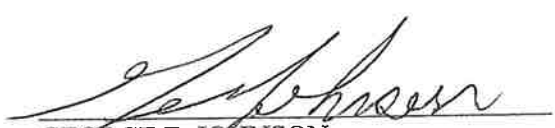
Respectfully submitted:

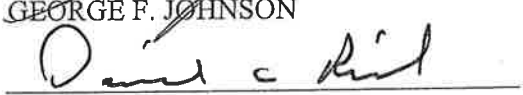
PROPERTY & INSURANCE COMMITTEE


VIRGIL HARTJE, Chairperson


AL DIPPEL


LOWELL C.P. HAUGEN


GEORGE F. JOHNSON


DAVID A. RIEK

FISCAL NOTE: Funds received were \$21,253.61. This amount is sufficient to cover all previously owed taxes in the amount of \$15,133.96 (which includes an estimated amount for 2010 taxes based on the 2009 tax amount of \$3,213.79 with former owner responsible for balance as soon as known); special assessment charge in the amount of \$30.72; penalties and interest in the amount of \$5,071.47; Letter, Search and Publication Fee in the amount of \$150.00 and service charges* in the amount of \$867.46.

*Per Sauk County Ordinance 30.03 (6) (b), "Any sale made to a former owner pursuant to this section....the former owner pays to the County....., plus a service fee on such transaction equal to one-half percent (.005%) of the equalized value of the tax deeded lands". The equalized value for the tax deeded land in this resolution is \$173,492.

MIS NOTE: No impact.

VLB B

RESOLUTION NO. 142-10

**APPROVING RENEWAL OF LEASE OF THE SHELTERED WORKSHOP FACILITY
TO VARC, INC.**

WHEREAS, Sauk County has leased the Sheltered Workshop facility to VARC, Inc. since its construction in 1998; and,

WHEREAS, VARC, Inc. had previously provided services directly for Sauk County Human Services, and;

WHEREAS, those services are now part of the Southwest Family Care Consortium and are no longer being directly provided for Sauk Human Services; and,

WHEREAS, the previous lease language and associated fees were based on VARC, Inc. providing those services to Sauk County directly; and,

WHEREAS, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel made the necessary language changes to the lease to adhere to the changes in the delivery of these services and as well adjusted the lease fees,


NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that the facility Lease Agreement attached hereto as an Appendix between Sauk County and VARC, Inc. is hereby approved.

AND BE IT FURTHER RESOLVED, the Property & Insurance Committee is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do not extend the term of the lease except as provided in the lease agreement.

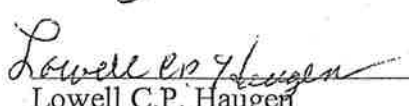
For consideration by the Sauk County Board of Supervisors on December 21st, 2010.

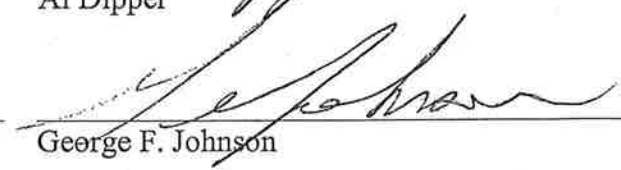
Respectfully submitted,

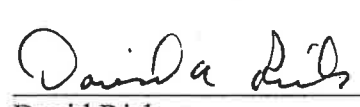
Insurance
SAUK COUNTY PROPERTY & RESOURCES COMMITTEE


Virgil Hartje, Chair


Al Dippel


Lowell C.P. Haugen


George F. Johnson


David Riek

Fiscal Note: Completion of the initial term of this agreement will generate \$191,128.89 in revenue. *PLB*

Information System Note: No Information System impact.

FACILITY LEASE AGREEMENT

THIS FACILITY LEASE AGREEMENT ("*Agreement*") is dated as of January 1st, 2011, by and between Sauk County, a political subdivision of the State of Wisconsin, ("*Lessor*" or "*County*") VARC, Inc., which is a Wisconsin Corporation.

For the fees described within this agreement, the parties hereto agree as follows:

1. Facility.

- 1.1 County owns a light Industrial facility consisting of approximately 40,000 square feet of space located at 220 Wengel Drive, Reedsburg, Wisconsin. Facility is commonly referred to as the "Sheltered Workshop" and contains a combination of office space, adult daycare space, production floor space and warehouse space.

2. Facility Lease Agreement.

- 2.1 The Agreement consists of six (6) pages plus Attachment A – Legal Description (one page) and Attachment B – Lease Fee Schedule (one page). The Agreement and Attachments A and B constitute the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other lease agreements concerning the subject matter contained herein. Any amendments to this agreement must be in writing and executed by both parties.

3. Effective Date.

- 3.1 This Agreement shall be effective on January 1st, 2011 and continuing until the end of the term as defined in Paragraph 3 below.

4. Term.

- 4.1 The term of Lessee's tenancy hereunder shall commence upon the Effective Date, as defined in Section 3 above and shall continue in effect for a five (5) year term unless otherwise terminated as provided herein. Lessee shall have the right to extend the term for four (4) successive five (5) year periods on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each five (5) year period unless either party of this Agreement provides written notification to other of its intention not to renew no later than one hundred and twenty (120) days prior to commencement of the succeeding term.

5. Lease and Use of Property:

- 5.1 Lessor leases to Lessee the Leased Property on the terms and conditions set forth herein. Lessor and Lessee covenant and agree to abide by and perform each and every provision hereof.

6. Insurance and Indemnification:

- 6.1 Lessor shall maintain and pay for fire and extended coverage insurance on the Leased Property, including the building, fixtures, and equipment owned by Lessor for the full insurable value thereof. Said insurance shall name Lessor as the loss payee.
- 6.2 Lessee shall further maintain and pay for fire and extended coverage insurance on all inventory, fixtures and leasehold improvements, and other personal property located on the Leased Property to the full insurable value thereof. Said insurance shall name Lessee as the loss payee.

6.3 Lessee shall further maintain and pay for public liability insurance with limits of at least \$1,000,000.00 per person which shall name Lessor as an additional insured. Lessee shall furnish Lessor with certificates of such insurance.

6.4 Lessee agrees to indemnify and hold Lessor harmless from and against any and all suits, claims, liens, judgments, demands, damages, costs, expenses, and other liability of every nature and description, arising out of or related to (a) Lessee's conduct or management of its business, (b) Lessee's use, possession, and occupancy of the Leased Property for any purpose whatsoever, and (c) any other acts or omissions of Lessee or Sub-lessee's sub-tenants, its agents, representatives, employees, or customers. If Lessor is made a party to any litigation commenced by or against Lessee for any such claims, Lessee shall pay all costs, expenses, and attorneys' fees incurred or paid by Lessor in connection with such litigation

7. Utilities, Maintenance, Repairs, and Improvements:

7.1 Lessee shall pay for all utilities used on the Leased Property, including but not limited to all charges for heat, electricity, sewer, water and telephone. All utilities shall be billed directly to Lessee.

7.2 Lessee shall further maintain all interior portions of the building in at least as good as condition and repair as exists on the date of commencement of this lease for the term of the lease. Any alterations, improvements, maintenance, repairs, or replacement to the Leased Property completed by Lessee in accordance with this paragraph shall become the property of Lessor upon termination of the lease.

7.3 Lessee shall be responsible for ordinary cleaning and maintenance of the premises and equipment, providing supplies and equipment necessary for cleaning and normal maintenance, minor touch up painting and general maintenance and repairs of less than \$1,000.00.

7.4 Lessee shall keep any parking areas, driveways, sidewalks and curbs adjacent to the Leased Property in a neat, clean, and sanitary condition free of all rubbish, litter and obstructions.

7.5 Lessee shall be responsible for any lawn care and snow removal that may be required during the term of this lease. At all times, the grounds shall be maintained to reflect a neat and tidy appearance to the reasonable standards of the Lessor.

7.6 Lessor shall be responsible for repair or replacement of all building structural or mechanical systems and repair or replacement of related items, major painting requirements, and maintaining the heating, air conditioning, electrical, and plumbing systems of the Leased Property in good condition and repair. Lessor shall be responsible for general maintenance and repairs in excess of \$1,000.00.

7.7 Lessee shall obtain the prior written consent of Lessor to make any alterations or improvements to the Leased Property. Any alterations or improvements in, on, or to the Leased Property shall be made at the sole risk and expense of Lessee and shall become the property of Lessor at the termination of this lease. All such improvements shall be made in accordance with all applicable federal, state, and local building codes or regulations.

7.8 If, during the term of this lease, any law, regulation, or rule requires that an alteration, addition, or other change or improvement be made to the Leased Property, such alteration, addition, or other change or improvement shall be made by Lessor, and shall become the property of Lessor upon termination of the lease.

7.9 Lessee agrees that it will promptly pay for any work done in or about the Leased Property and will not permit or suffer any construction liens to attach to the Leased Property and shall promptly cause any claim for any such lien to be released or shall secure Lessor to Lessee's satisfaction if Lessee desires to contest any such claim.

7.10 The Sauk County Emergency Management, Buildings and Safety Administrator shall be the Owner's liaison for purposes of this lease as well as any matters affecting the Leased Property.

8. Rules and Regulations:

8.1 Lessor shall have the right to establish reasonable rules and regulations as Lessor may from time to time deem necessary for the safety, care, cleanliness, general appearance, good order, and management of the Leased Property.

9. Assignment and Subletting:

9.1 It is understood that Lessee may not otherwise assign this lease or sublet the Leased Property without the prior written consent of the Lessor.

10. Compliance with Law:

10.1 Lessee shall not commit any waste on or to the Leased Property. Lessee further agrees that Lessee will not permit any nuisance to exist on Leased Property and will not take any action to impair or diminish the value thereof.

10.2 Lessee shall comply with all applicable laws, rules, regulations, and ordinances of all municipal, state, and federal governing bodies respecting the use and occupancy of the Leased Property. Lessee shall comply with all reasonable requirements and recommendations of insurance companies writing insurance herein specified.

11. Lessor's Entry for Inspection:

11.1 Lessor shall have the right at reasonable times during business hours of Lessee to enter into and upon the Leased Property for the purpose of examining and inspecting the same.

12. Surrender at End of Term:

12.1 Lessee covenants, upon the last day of the term of this lease or any extensions hereof, to peaceably and quietly surrender and yield up to Lessor the entire Leased Property and all appurtenances thereto and additions made by Lessee in good condition and repair.

12.2 At the termination of the tenancy or any renewal thereof, the Lessee may remove any fixtures installed by the Lessee during the term of the tenancy provided the following conditions are complied with:

12.2.1. Upon installation of a fixture the Lessee may desire to remove at the expiration of the lease term, the Lessee shall serve notice upon the Lessor's Administrator of Emergency Management, Buildings and Safety identifying the fixture by description, serial number, and location on the premises.

12.2.2. If the Lessee has followed the procedures contained in 9.2.1 above, Lessee may remove the fixture at the expiration of the lease term or any extension thereof, provided the

Lessee either restores the premises to its condition prior to the installation of such fixtures or pays the Lessor the cost of such restoration.

13. Holding Over:

- 13.1 If Lessee holds over or remains in possession or occupancy of the Leased Property after the expiration of the term of this lease, (except pursuant to any extension or renewals hereof) or after any sooner termination thereof, without a new lease of said property being actually made and entered into between Lessor and Lessee, such holding over or continued possession or occupancy after the initial term or any extensions thereof shall, if rent is paid by Lessee and accepted by Lessor for or during any period of time it so holds or remains in possession or occupancy, create only a tenancy from month to month at the last previous rental and upon the agreement, covenants, and conditions hereof (other than the term herein provided). Said month-to-month tenancy may be terminated by either party by giving to the other thirty (30) days written notice of its intention to terminate the same.

14. Condition of the Premises:

- 14.1 Lessee agrees that it has had sufficient opportunity to examine the premises, fixtures, and all other conditions pertaining to this Lease and accepts the same in an "as is" condition. Lessee has not relied upon any statements or representations made by Lessor as to the condition of the Leased Property.

15. Loss and Damage:

- 15.1 Lessor shall not be liable for any damage to property of Lessee or others located on the Leased Property provided the damage is not due to the direct negligence of the Lessor. Lessor shall not be liable for any injury or damage to persons or party resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, leakage from pipes, appliances, plumbing works, roof, street, subsurface, or any other source, dampness, or any other cause of nature. Lessor shall not be liable for any damage caused by any other tenants or persons in the Leased Property, the public, or operation and construction of any private, public or quasi public work. All property of Lessee kept or stored in the Leased Property shall be so kept or stored at the sole risk of Lessee. Lessee shall indemnify and hold Lessor harmless from any claim arising out of damages to the same, including subrogation claims by Sub-lessee's insurance carrier and including Lessee's costs, expenses, and attorneys' fees incurred in connection therewith.

16. Default:

- 16.1 If default shall be made by Lessee in payment of rent or in the performance of any of the terms and conditions by Lessee to be kept and performed hereunder, and such default shall not have been cured within ten (10) days after written notice thereof by Lessor has been furnished to Lessee, the Lessor shall have the right to bring an action for eviction to re-enter the Leased Property and remove there from Lessee and all other persons claiming under Lessee, together with any property or effects of Lessee or persons claiming under him. Lessor may elect to exercise any other remedy provided to him by law or in equity or any other remedy reserved to Lessor herein. It is further understood and agreed that Lessee's failure to exercise any remedy shall not constitute or be deemed a waiver of right to exercise any or all such remedies in the event of any subsequent breach or default by Lessee of the same or any other of the terms, covenants, and conditions by Lessee to be kept and performed hereunder.

17. Lessee's Right to Cure:

- 17.1 If Lessee defaults in their performance of its obligations hereunder and fails to cure said default within the time limitations set forth herein, Lessor may, but is not obligated to, cure said default. If Lessor cures said default, Lessee shall reimburse Lessor for the cost thereof on demand. Any amounts due the Lessor hereunder shall bear interest at a rate of Twelve percent (12%) per annum until paid in full.

18. Damage or Destruction:

- 18.1 If during the term of this lease or any extension or renewal terms hereof, the Leased Property is so damaged by fire or other casualty so as to be untenable, this lease shall terminate on the date of such damage or destruction.

19. Miscellaneous Provisions:

- 19.1 All notices required to be given under the terms of this agreement shall be in writing and contained in a sealed envelope sent by certified United States mail return receipt requested addressed to the other party at the following addresses:

Emergency Management, Buildings and Safety Administrator
510 Broadway
Baraboo, Wisconsin 53913
608-355-4419

Director
VARC, Inc.,
1133 Nelson Parkway
Viroqua, Wisconsin 54665

- 19.2 Nothing contained in this agreement shall constitute or be construed to create a partnership or a joint venture among the parties.
- 19.3 Notwithstanding any provision to the contrary, it is agreed that none of the obligations contained in this agreement shall run to or be enforceable by any other party other than the parties to this agreement.
- 19.4 Any dispute between the parties as to performance shall be subject to arbitration as provided under Ch. 788 Wis. Stats.
- 19.4.1 Lessor and Lessee reserve the right to have claims, disputes, or other matters in questions decided by litigation. If either party waives its right to litigation, then the arbitration provisions provided in 16.4 above shall apply.
- 19.5 No modification of this lease shall be binding unless in writing and executed and acknowledged in due form for record. The words "Lessor" and "Lessee" wherever used herein shall be construed as plural wherever the number of parties to this lease so requires, and the necessary grammatical changes to make the provisions hereof apply either to corporations or to individuals, men or women, shall be assumed as though in each case fully expressed. Words used in any gender shall include all genders.

19.6 This agreement has been executed in the State of Wisconsin and shall be construed in accordance with the laws of the State of Wisconsin. Sauk County Circuit Court shall be the court of original jurisdiction involving any dispute brought pursuant to this agreement subject to the terms of 16.4 above.

19.6.1 Lessee shall pay upon demand all Lessor's costs, charges, and expenses, including reasonable attorney's fees, incurred in enforcing Lessee's obligations hereunder.

19.7 The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and assigns.

19.8 The provisions of this lease agreement shall be severable and the invalidity or unenforceability of any provision of this lease agreement shall not affect or impair the validity or enforceability of any other provision.

19.9 This lease agreement sets forth the entire agreement of the parties with respect to this matter and there are no other warranties, representations, understandings or agreements not set forth herein or in the documents reference herein.

20. Rent:

20.1 For the Term of this agreement the County shall receive from the Lessee the payment in the amount defined within Attachment B and in accordance to the payment schedule noted within Attachment B.

IN WITNESS WHEREOF, the parties hereto have set their hands this ___ day of _____, 2010.

COUNTY OF SAUK, Wisconsin by:

Martin Krueger, Chairperson Board of Supervisors

Date: _____

Beverly J. Mielke, County Clerk

Date: _____

VARC, INC.,

Anthony J. Ugo, Chief Executive Officer

Date: _____

Date: _____

ATTACHMENT B - VARC FACILITY LEASE AGREEMENT

	YEAR	3% INCREASE	MONTHLY LEASE FEE	ANNUAL LEASE FEE	ACCUMULATIVE TOTAL FOR LEASE AGREEMENT
INITIAL TERM	2011	n/a	\$3,000.00	\$36,000.00	\$36,000.00
	2012	\$90.00	\$3,090.00	\$37,080.00	\$73,080.00
	2013	\$92.70	\$3,182.70	\$38,192.40	\$111,272.40
	2014	\$95.48	\$3,278.18	\$39,338.17	\$150,610.57
	2015	\$98.35	\$3,376.53	\$40,518.32	\$191,128.89