



Agenda

Sauk County Board of Supervisors - Regular Meeting

Tuesday, January 19, 2010

6:00 p.m.

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

• *Special Meetings:*

Finance Committee at 5:50 p.m.
<ul style="list-style-type: none">❖ In the Gallery of County Board Room #326A;❖ To consider: 1.) Approval of County vouchers.

- Call to order regular meeting.
- Certify compliance with Open Meeting Law.
- Roll call.
- Invocation and pledge of allegiance.
- Adoption of agenda.
- Approval of minutes of previous meeting.
- Scheduled appearances:
- Public comment.

• Communications:

Page #:

- | | |
|---|---|
| 4 | Letter from Wisconsin County Mutual Insurance Corporation to Carl Gruber, Sauk County Risk Management/Safety, regarding dividend check to Sauk County in the amount of \$14,147.00 |
| 5 | Letter to Marty Krueger, Sauk County Board Chair, from Charles Gonzales, Senior Local Relations Representative for American Transmission Company (ATC), regarding upcoming maintenance work along a 25 mile 69-kilovolt transmission line located in Sauk County. (Map available for review in the office of the County Clerk.) |

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

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

Page #:

- Beverly J. Mielke, Sauk County Clerk, rezoning petitions received per Wisconsin State Statutes 59.69(5)(e):
- 6 – 9 **Petition #2-2010** Zoning Text Change, Sauk County Code of Ordinances Chapter 8, Shoreland Protection Ordinance. Filed by Sauk County Planning & Zoning Department.
- Supervisor Endres, Vice-Chair, Executive & Legislative Committee.
 - Supervisor Bychinski, Chair Finance Committee: 2011 strategic budget planning.
 - Supervisor Donald Stevens, Chair Law Enforcement & Judiciary Committee: Annual Jail Inspection
 - Timothy Stieve, Administrator, Sauk County emergency Management, Buildings & Safety: update on Courthouse Annex clean-up
 - Marty Krueger, County Board Chair
 - Kathryn Schauf, Administrative Coordinator

- **Consent Agenda:**

Page #

COMMITTEE:

HIGHWAY & PARKS:

- 10 Resolution 1-2010 Commending Robert Hess For More Than 18 Years Of Faithful Service To The People Of Sauk County.

HUMAN SERVICES BOARD:

- 11 Resolution 2-2010 Commending Clemens S. Schmidt M.D. For 30 Years Of Faithful Service To The People of Sauk County.

UW EXTENSION, ARTS & CULTURE:

- 12 Resolution 3-2010 Commending Judy Lewis For 48 Years Of Faithful Service To The People Of Sauk County.

- **Resolutions & Ordinances:**

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COMMITTEE:

EXECUTIVE & LEGISLATIVE:

- 13 - 17 Resolution 4-2010 Authorizing An Agreement With The City Of Baraboo For Technology Support Services.

FINANCE and PERSONNEL COMMITTEES:

- 18 Resolution 5-2010 Establishing The Mileage Rate For Non-Represented Personnel And Elected Officials Effective January 1, 2010.

HUMAN SERVICES BOARD:

- 19 - 20 *Possible* Resolution 6-2010 Approving The Intergovernmental Charter Contract Authorizing Joining The Marsh Country Health Alliance Commission.

PLANNING, ZONING AND LAND RECORDS:

- 21 - 25 Ordinance 7-2010 Petition 15-2009 Approving The Rezoning Of Lands In The Town Of Sumpter From An Agricultural To An Exclusive Agricultural Zoning District Filed Upon Terry And Laura Hanson, Property Owners, Relyco, Inc., Agent.

PROPERTY & RESOURCE:

- 26 - 32 Resolution 8-2010 Entering Into An Offer To Purchase An FHA Amendatory Clause For The Purpose Of Selling The Property Located At S4597 County Road CH, Reedsburg, Wisconsin, To Barbara And Dennis Young.
- 33 - 41 Resolution 9-2010 Authorizing Contract With RMT To Complete A Greenhouse Gas Monitoring Plan And Amend Landfill Budget

- Adjournment to a date certain: **Wednesday, February 17, 2010** due to Spring Primary Election on Tuesday, February 16, 2010.

Respectfully submitted,



Martin F. Krueger
County Board Chair

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

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

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

➤ **County Board members:**

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

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

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: Thursday, January 14, 2010

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

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Wisconsin County Mutual Insurance Corporation

RECEIVED

DEC 16 2009

December 14, 2009

SAUK COUNTY BOARD CHAIR
BARABOO, WISCONSIN

Mr. Carl Gruber
Sauk County
510 Broadway
Baraboo, Wisconsin 53913

Dear Carl,

The Board of Directors of the Wisconsin County Mutual Insurance Corporation recently took action declaring a dividend for member counties for the 2008 policy year. Based on premium, investment and loss results, the Board has declared a dividend totaling \$500,000 to member county participants. Attached is your dividend check in the amount of \$14,147.

The County Mutual has seen ongoing success by continuing to stay focused on risk prevention, while proactively managing claims. It is for these reasons the County Mutual is again able to return taxpayer dollars to members through dividend payments, while maintaining adequate reserve levels.

The Sauk County Board of Supervisors can feel proud of the foresight and courage shown by the formation of, and participation in the Wisconsin County Mutual Insurance Corporation. The additional return of surplus to its participants reflects the Mutual's philosophy of providing liability insurance substantially at cost.

On behalf of the Wisconsin County Mutual Insurance Corporation, we look forward to many more years of service to Sauk County.

Lee Rymer
President

Erhard Huettl
Vice-President

W.K. Barribeau
Secretary-Treasurer

CONGRATULATIONS ON A JOB WELL DONE!!

Sincerely,

COPY

Jon Hochkammer
Director of Insurance Operations
Wisconsin Counties Association

cc: County Board Chair
enclosure

Corporate Management • Wisconsin Counties Association
22 E. Mifflin Street, Suite 900 • Madison, WI 53703
Phone: 866.404.2700 • 608.663.7188 • Fax: 608.663.7189 • www.wisconsincountymutual.org

General Administrator • Aegis Corporation
18550 West Capitol Drive • Brookfield, WI 53045-1925
Phone: 800.236.6885 • Fax: 262.781.7743 • www.aegis-corporation.com

January 8, 2010

Madison Fen Oak Office: 2 Fen Oak Court, Madison, WI 53718-8810, Phone 608-877-3600, Fax 608-877-3604

Marty Krueger
Sauk County Chairperson
346 Warren Ave
Reedsburg, WI 53959

RECEIVED

JAN 11 2010

SAUK COUNTY BOARD CHAIR
BARABOO, WISCONSIN

Dear Chairperson Krueger:

American Transmission Company, ATC, owns and operates the electric transmission line that is shown on the enclosed map and highlighted in yellow/green. Because you are a public official in the area of the 69-kilovolt transmission line, we wanted to inform you of work we will be conducting in the near future.

ATC will spend over \$6 million on necessary maintenance work along this 25 mile line.

Brush and tree clearing that have over-grown too close to the wires along several areas in the existing right-of-way are scheduled to be cleared starting very soon. An ATC contractor, Natural Resources Consulting, is currently marking waterway buffers within the existing easement prior to the start of clearing activities.

If vegetation clearing is being done on a landowner's property, they will be personally notified in advance. These contacts will be made by a representative of ATC's contractor, Asplundh Construction Corporation.

After the right-of-way is cleared, construction on this project is scheduled to occur from September 2010 to April 2011.

Please feel free to contact me if you have any questions or concerns. I can be reached toll-free, at 866-899-3204, extension 3644. Thanks in advance for your patience while we work to strengthen electric reliability.

Regards,



Charles Gonzales
Senior Local Relations Representative

COPY

Enclosure

2010 DEVELOPMENT APPLICATION

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

Petition # 2-2010

RECEIVED

JAN 12 2010

SAUK COUNTY CLERK
BARABOO, WISCONSIN

Instructions:

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

ZONING: N/A

NAME OF SUBDIVISION (if applicable) _____

PROJECT

LOCATION Sauk County

TOWNSHIP _____

PROPERTY
OWNER _____

APPLICANT Sauk County Planning & Zoning

PHONE

NUMBER 608-355-3285

MAILING

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

SIGNATURE OF APPLICANT _____

DATE _____

Fee Paid n/a

Receipt # n/a (Credit Account # 10063-444240)

COPY

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

PROJECT FACTS

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

Name of Subdivision (if applicable) _____

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

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	_____	_____
North	_____	_____
South	_____	_____
East	_____	_____
West	_____	_____

JUSTIFICATION STATEMENT

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

1. General description of the request.

The Natural Resources Board and the Wisconsin Legislature approved a rewrite of Wis. Adm. Code NR 115, Wisconsin's Shoreland Protection Program. Counties will have two years to update their Shoreland Protection Ordinance to meet or exceed the requirements set forth in NR 115.

2. Related background information on the project and site.

Sauk County adopted the Shoreland Protection Ordinance on July 23, 1968 and has made numerous amendments over the forty plus years of its existence. The current ordinance does not adequately address erosion control, in-house permitting and does not meet the minimums outlined in the newly adopted NR115. A change is necessary. There is also disagreement amongst Towns and citizens over boathouses. These issues as well as mitigation, impervious surfaces, and nonconforming structures are address in detail in the new administrative code and will need to be implemented into the County ordinance.

A County shall keep its shoreland ordinance in compliance with Wis. Stats. § 59.692, per State Statute and State Code. If the County does not adopt or update their ordinance the State will enact an ordinance on the counties behalf and thus losing local control. It is important to draft an ordinance that fits within Sauk County.

SITE/PLOT PLAN

Submit the following plan(s):

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

SURVEY/PLAT

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

OTHER INFORMATION

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

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

SAUK COUNTY PLANNING AND ZONING
OWNER'S CONSENT FORM

5

N/A, the sole owner of record of the
Owner's Name

property legally described as:

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

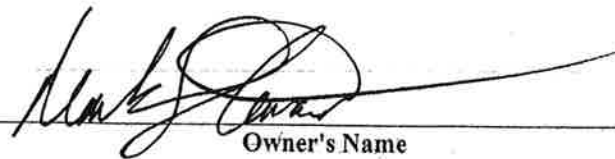
of Planning & Zoning and expressly consents to the use of the

Applicant/Owner's Name

subject property for the purpose Zoning Text Change described in the
Type of Request

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

By



Owner's Name

RESOLUTION NO. 1-10

Commending Robert Hess For More Than 18 Years Of Faithful Service
To The People Of Sauk County

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

WHEREAS, Robert Hess has faithfully served the people of Sauk County as a member of the Sauk County Highway Department, since June 10, 1991, and,

WHEREAS, Robert Hess will be leaving the service of Sauk County Highway Department as of January 4, 2010,

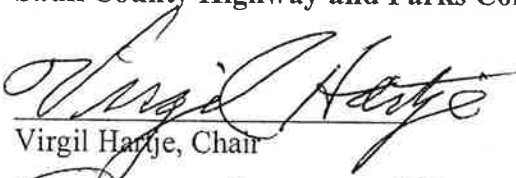
NOW, THEREFORE BE IT RESOLVED, that the Sauk County Board of Supervisors, hereby expresses its appreciation and commends Robert Hess for eighteen years of faithful service to the people of Sauk County;

AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present to Robert Hess an appropriate symbol of our appreciation for service to the people of Sauk County.

For Consideration by the Sauk County Board of Supervisors on January 19, 2010.

Respectfully submitted:

Sauk County Highway and Parks Committee


Virgil Hartje, Chair


Joel Gaalswyk


Larry Volz


Frederick Halfen


Martin (Tim) Meister

Fiscal Note: No Fiscal Impact.
MIS Note: Not Applicable

KPB

COPY

RESOLUTION NO. 2 - 2010

Commending CLEMENS S. SCHMIDT, M.D. for 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 and contractors who have served the people of Sauk County with distinction; and

WHEREAS, CLEMENS S. SCHMIDT, M.D., has faithfully served the people of Sauk County as a member of the Sauk County Department of Human Services, since ; and

WHEREAS, CLEMENS S. SCHMIDT, M.D., will be leaving the service of Sauk County Department of Human Services as of December 17, 2009;

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends CLEMENS S. SCHMIDT, M.D. for over 30 years of faithful service to the people of Sauk County;

AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present to CLEMENS S. SCHMIDT, M.D. an appropriate symbol of our appreciation for service to the people of Sauk County.

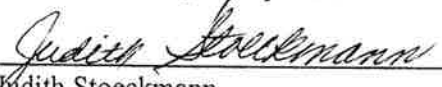
For consideration by the Sauk County Board of Supervisors on January 19, 2010.

Respectfully submitted,

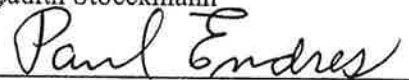
HUMAN SERVICES BOARD



Scott Alexander, Chairperson



Judith Stoeckmann




Paul Endres

Karen Fabisiak

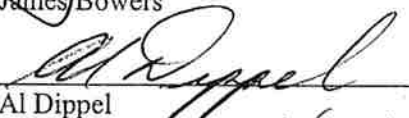


Joan Fordham

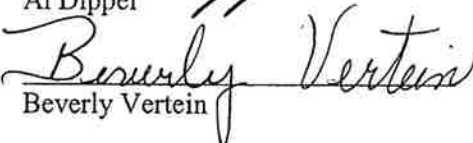
Robert Sinklair



James Bowers



Al Dippel



Beverly Vertein

COPY

Fiscal Note: No fiscal impact.

RESOLUTION No. 3 -10

**Commending Judy Lewis for
48 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, **Judy Lewis** faithfully served the people of Sauk County as a Program Assistant and Administrative Assistant for the Sauk County UW Extension Office for a total of 48 years of devotion to her chosen profession; and

WHEREAS, **Judy Lewis's** service to Sauk County will end on January 29th, 2010;

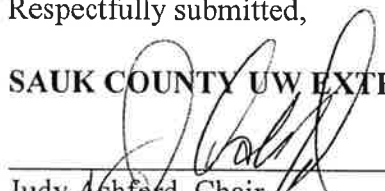
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and admiration for her faithful years of service to the people of Sauk County;

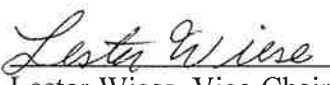
AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed on behalf of the Sauk County Board of Supervisors to present Judy with an appropriate certificate and commendation to express our highest esteem for her extraordinary contributions to our community.


For consideration by the Sauk County Board of Supervisors on January 19, 2010.

Respectfully submitted,

SAUK COUNTY UW EXTENSION, ARTS AND CULTURE COMMITTEE



Judy Ashford, Chair


Lester Wiese, Vice-Chair


Marcy Huffaker, Secretary


Donna Stehling


Peter Tollaksen


Alan Anderson, Citizen Member


Dale Loomis, Citizen Member

Fiscal and MIS Note: None

KB

COPY

Authorizing an Agreement with the City of Baraboo for Technology Support Services

WHEREAS, under Wisconsin Statute 66.0301 local governments may enter into intergovernmental agreements for the receipt or furnishing of services, and;

WHEREAS, Sauk County provides services to internal agencies for the support of information technology resources through the MIS Department, and;

WHEREAS, the City of Baraboo utilizes technology similar to that used and maintained by Sauk County, and;

WHEREAS, the City of Baraboo does not currently employ the resources necessary to support its information systems, and;

WHEREAS, such an agreement would make available to the City of Baraboo a level of technology support which it cannot currently afford , and;

WHEREAS, such an agreement could provide long term benefits to both Sauk County and the City of Baraboo through better communication and possible systems standardization, and;

WHEREAS, your Executive and Legislative Committee has reviewed this matter and found it in the best interest of Sauk County to negotiate such an agreement with the City of Baraboo.

NOW THEREFORE BE IT RESOLVED that the Sauk County MIS Coordinator be authorized and directed to negotiate the terms necessary to develop such an agreement and enter into the agreement, provided the terms are mutually acceptable, and;

BE IT FURTHER RESOLVED that the Executive and Legislative Committee be delegated the authority to authorize or modify agreements which are substantially like the example agreement attached.

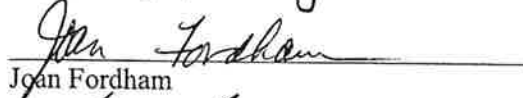
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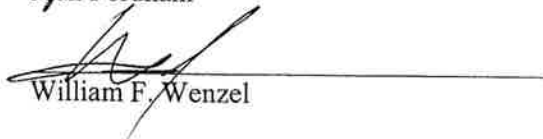
For consideration by the Sauk County Board of Supervisors on January 19, 2010.

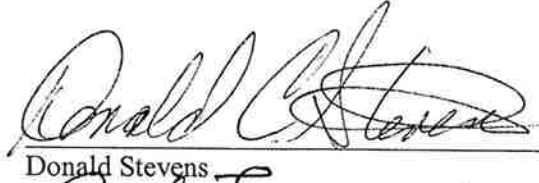
Respectfully submitted,

Executive and Legislative Committee:


Marty Krueger, Chair


Joan Fordham


William F. Wenzel


Donald Stevens


Paul Endres

Fiscal Note: The City will be billed for services provided at an hourly rate equivalent to the costs to the County to provide the services. *KPB*

M.I.S. Note: The MIS Helpdesk currently supports approximately 600 employees. The addition of the City of Baraboo staff would increase the number of computer end users supported by roughly 17%. It is anticipated that, while the increased work load may delay some projects, it would not have a substantial adverse affect on the operation of the MIS department and Sauk County.

Sauk County MIS Memorandum of Understanding for the Provision of Intergovernmental Services to the City of Baraboo for Computer Network and Technical Services

Addendum 1 – Service Rates and Additional Provisions

The City of Baraboo (City) and Sauk County Management Information Systems (MIS) agree to the following additional terms and conditions to the MOU for the Provision of Services for the term of this agreement:

Rates

An hourly rate of \$50.00 per hour will be charged for all services provided between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, excluding holidays. Time reporting will be rounded to the nearest quarter hour.

Any call-in services will be billed at \$50.00 per hour rounded up to the nearest hour with a one hour minimum.

Invoicing and Payment Terms

MIS will invoice the City for services quarterly based on the calendar quarter. Payment for services will be due 60 days from date of invoice. MIS will report labor hours to the City on a monthly basis.

Workstation Permissions

Under this agreement the City agrees to create policy limiting end user permissions on computer workstations utilized in City Government and work with MIS to implement this policy.

Work Flow

Both parties acknowledge that communication is key to the success of this relationship. The City and MIS will work together to establish the appropriate contact persons for the various City systems and user groups.

City computer end users will be instructed to call the MIS helpdesk for assistance. The helpdesk will be responsible for logging the call and attempting to provide problem resolution. In the event the issue cannot be resolved by the MIS Helpdesk, the call will be passed on to second level support. Second level support will make the appropriate contact with City staff and provide problem status and estimated resolution time frame.

Activities internal to the City of Baraboo which may impact computer systems will be communicated to the MIS Helpdesk by the appropriate City staff.

Any troubleshooting or repair that will require more than 4hrs of MIS time will be referred to the appropriate City contact person for review

Sauk County MIS Memorandum of Understanding for the Provision of Intergovernmental Services to the City of Baraboo for Computer Network and Technical Services

- 1) **Purpose.** This Memorandum of Understanding (MOU) establishes an inter-governmental agreement between the Sauk County, by and through the Management Information Systems Department (MIS), and other local units of government within Sauk County (the client). This agreement is effective when signed by MIS and the client. Per Wisconsin Statute 66.0301 it is the intention of this agreement to make available the computer support resources of Sauk County to other units of local government, within Sauk County, at a minimal cost to those agencies.
- 2) **Scope.** Under this MOU, MIS will provide computer configuration and support services to the client for the client's computer and computer network equipment. The client will have access to support personnel during regular MIS business hours; currently 8:00 am. to 4:30 pm. Monday through Friday, excluding holidays
- 3) **Costs.** The client will reimburse MIS for any costs incurred in the provision of agreed upon services. Upon request by the client, MIS will provide a written quotation of any costs prior to the provision of services. Costs that will be passed on to the client are:
 - a) MIS Staff Labor for support and configuration services;
 - b) Any consulting or contract labor required to meet client specifications;
 - c) Any licensing or software costs incurred in order to meet client specifications;
 - d) Any hardware or software upgrades needed to meet client specifications;
 - e) Any travel expenses incurred by MIS staff in supporting the client's equipment
- 4) **MIS Responsibilities.** MIS will assign the necessary personnel to provide the services requested by the client. In order to fulfill the responsibility, MIS will:
 - a) Provide written quotation, if requested by the client, for services required by the client, including an estimated completion date;
 - b) Provide computer configuration and testing;
 - c) Provide computer problem diagnosis and repair;
 - d) Provide phone support through the MIS helpdesk;
 - e) Provide on-site support when necessary;
 - f) Maintain records on services provided to the client, to include:
 - i) date and time of service
 - ii) a description of work performed
 - iii) any configuration changes or software updates installed;
 - g) Provide recommendations to the client for hardware and software necessary to meet client's specifications;
 - h) Provide tracking of client service contracts and software agreements.
 - i) Comply with any additional terms set forth in addendums to this agreement;
- 5) **Client Responsibilities.** The client shall:
 - a) Ensure that this MOU is signed by an official who is authorized to sign such agreements;
 - b) Comply fully with client agency's policies regarding purchasing and computer usage;
 - c) Comply fully with all applicable Sauk County policies regarding the use of any Sauk

Sauk County MIS Memorandum of Understanding for the Provision of Intergovernmental Services to the City of Baraboo for Computer Network and Technical Services

- County owned systems;
- d) Assist MIS staff in developing system specifications;
 - e) Provide full funding for costs incurred by MIS in order to meet client specifications, ensuring that the funding is authorized by an official who is authorized to obligate funds;
 - f) Provide remote access software for MIS use in supporting client systems;
 - g) Indemnify, hold harmless and defend Sauk County, its employees, agents, representatives and co-producers from any and all claims, damages, liabilities and expenses arising from client's use of MIS services.
 - h) Comply with any additional terms set forth in addendums to this agreement.
- 6) **Cancellation.** Either party may cancel this agreement for any reason upon 60 days written notice. If this agreement, or any order under this agreement, is canceled, the client assumes responsibility for all costs resulting from the cancellation. MIS will not be liable for any incomplete responsibility from paragraph 4 upon notice of cancellation of this agreement.
- 7) **Authorization.** The signatory for the Client represents and warrants that she/he is authorized to execute this agreement on behalf of the Client Agency.
- 8) **Term.** This agreement shall be in effect for one year from the date signed.

Client Representative: _____ Date: _____

Title: _____

Agency: _____

MIS Representative: _____ Date: _____

Title: _____

RESOLUTION NO. 5-10

ESTABLISHING THE MILEAGE RATE FOR NON-REPRESENTED PERSONNEL AND
ELECTED OFFICIALS EFFECTIVE JANUARY 1, 2010

WHEREAS, the 2010 Federal allowable reimbursement for mileage for income tax purposes as defined by the IRS (Internal Revenue Service) is currently fifty cents (\$.50) per mile; and

WHEREAS, the County has made an effort to standardize provisions between bargaining unit agreements whenever feasible, such as a provision for mileage reimbursement; and

WHEREAS, your Finance and Personnel Committees believe it would be reasonable to establish the mileage reimbursement rates for non-represented personnel and elected officials to coincide with the establishment of the annual IRS rate.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the mileage reimbursement rate for non-represented personnel and elected officials for authorized use of private vehicles on Sauk County business shall be at the IRS rate per mile. The IRS rate shall be rounded down to the nearest whole cent if the IRS established a rate which includes any fraction of a cent.

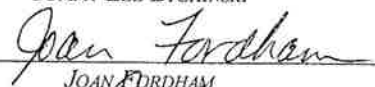
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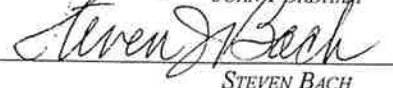
Respectfully submitted,


COPY

SAUK COUNTY FINANCE COMMITTEE


TOMMY LEE BYCHINSKI

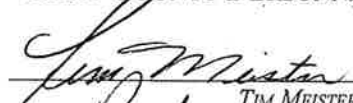

JOAN FORDHAM


STEVEN BACH

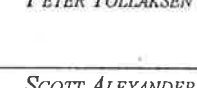

MARTIN F. KRUEGER

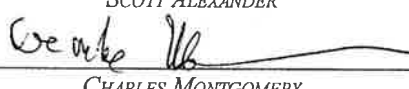

WILLIAM WENZEL

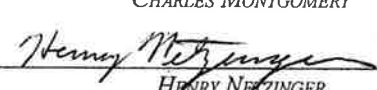
SAUK COUNTY PERSONNEL COMMITTEE


TIM MEISTER


PETER TOLLAKSEN


SCOTT ALEXANDER


CHARLES MONTGOMERY


HENRY NEZINGER

FISCAL NOTE: Prior to this action, the mileage reimbursement rate throughout a given calendar year for non-represented personnel and elected officials is the IRS rate in effect on the previous July 1 rounded down to the nearest whole cent. Effective January 1, 2010, the IRS rate is decreasing from \$0.55 to \$0.50 per mile. With this change, the County's cost would be decreased by about \$12,000.

Conversely, linking the mileage reimbursement rate directly to the IRS will provide increased costs when the IRS rate increases. The two Sauk County bargaining units that incur the highest mileage cost already have their mileage reimbursement directly linked to the IRS rate.

KPB

RESOLUTION NO. 6 - 10

Approving The Intergovernmental Charter Contract Authorizing Joining The Marsh Country Health Alliance Commission.

WHEREAS, Dodge County currently owns and operates a facility known as Clearview Long-Term Care and Rehabilitation ("Clearview"), which, among other things, is a skilled nursing facility and facility for the developmentally disabled; and,

WHEREAS, Sauk County currently authorizes placement of 1-3 County residents in Clearview for purposes of receiving services under a protective placement order, guardianship and/or private placement; and,

WHEREAS, Sauk County anticipates a need to place 1-3 County residents in Clearview for the foreseeable future; and,

WHEREAS, Dodge County has expressed concerns regarding the continued financial viability of Clearview given Dodge County's increasing tax levy commitment to Clearview's operations; and,

WHEREAS, it is in Sauk County's best interest to ensure the continued financial viability of Clearview as an appropriate placement alternative given the high costs associated with a potential placement at other facilities including the state centers; and,

WHEREAS, Dodge County and other counties have studied the possibility of creating an intergovernmental commission pursuant to Wis. Stat. § 66.0301 (2) and (3) to be known as Marsh Country Health Alliance Commission (hereinafter referred to as the "Commission"); and,

WHEREAS, the creation of the Commission would allow Clearview to continue its operations with funding provided from all of the counties that are members of the Commission; and,

WHEREAS, the legal authority and goals of the Commission are set forth in a draft Intergovernmental Charter-Contract, a copy of which is attached hereto; and,

WHEREAS, in accordance with the provisions of the Intergovernmental Charter-Contract, Dodge County shall contract with the Commission for the purposes of (1) leasing a portion of Clearview to the Commission and, (2) providing for the administration, maintenance and operation of the leased portion of Clearview; and,

WHEREAS, the goals of the Commission as set forth in the Intergovernmental Charter-Contract are in accordance with the philosophy and public policy objectives of Sauk County; and,

WHEREAS, Wis. Stat. § 66.0301 and the Intergovernmental Charter-Contract require each participating county to execute the Intergovernmental Charter-Contract before the Intergovernmental Charter-Contract is effective and binding; and,

WHEREAS, it is the intent of this Resolution to authorize Sauk County to create and become a member of the Commission and authorize a board supervisor appointed in accordance with Sauk County rules and procedures to finalize and execute an Intergovernmental Charter-Contract that is substantially similar to the draft Intergovernmental Charter-Contract attached hereto;

COPY

SO, NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby approves the draft Intergovernmental Charter-Contract, a copy of which is attached hereto, and authorizes and directs the Sauk County Clerk to sign such document after receipt of preliminary approval from the other participating counties, approval from the board supervisor appointed as the Sauk County representative on the Commission and approval of the Sauk County Corporation Counsel; and,

BE IT FURTHER RESOLVED, that the Chair of the Sauk County Board of Supervisors is hereby directed to appoint a board supervisor to act as Sauk County's representative on the Commission and to otherwise take all action necessary to effectuate the intent of this Resolution; and

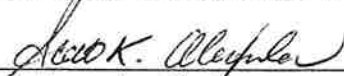
BE IT FURTHER RESOLVED, that once the Intergovernmental Charter-Contract has been executed, Sauk County is authorized to expend funds related to the placement of persons in Clearview and otherwise comply with the terms and conditions of the Intergovernmental Charter-Contract; and,

BE IT FINALLY RESOLVED, that the initial membership fee of \$5,000 shall be paid to the Commission from Sauk County, and the Sauk County Treasurer/Auditor is hereby authorized and directed to make such payment.


Dated this 19th day of January, 2010.

Respectfully submitted,

HUMAN SERVICES BOARD



Scott Alexander, Chairperson



Judith Stoeckmann



Joan Fordham



Paul Endres

Robert Sinklair



James Bowers



Beverly Vertein



Al Dippel

Karen Fabisiak

Fiscal Note:

2010 - \$5,000 initial membership fee, \$14,167 first year placement fee.

KPB

MIS Note: No impact

ORDINANCE NO. 7-2010

PETITION 15-2009. APPROVING THE REZONING OF LANDS IN THE TOWN OF SUMPTER FROM AN AGRICULTURAL TO AN EXCLUSIVE AGRICULTURAL ZONING DISTRICT FILED UPON TERRY AND LAURA HANSON, OWNERS
RELYCO, INC, AGENT.

WHEREAS, a public hearing was held by the Planning, Zoning & Land Records Committee on December 22, 2009, upon petition 15-2009 as filed by Relyco, Inc for a change in the zoning of certain lands from an Agricultural to an Exclusive Agricultural Zoning District; and

WHEREAS, the Planning, Zoning and Land Records Committee reviewed and discussed the request as described in petition 15-2009; and

WHEREAS, the Town of Sumpter Town Board has approved the rezone to an Exclusive Agricultural Zoning District; 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 15-2009, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

For consideration by the Sauk County Board of Supervisors on January 19, 2010.

Respectfully submitted,
PLANNING, ZONING & LAND RECORDS

GERALD LEHMAN, CHAIR

JOEL GAALSWYK

JUDY ASHFORD

HENRY NETZINGER

DOUGLAS BLAKESLEE

COPY

Fiscal Note: No Impact
MIS Note: No Impact *KLB*

Sauk County Department of Planning and Zoning

-22-



Applicant
Terry & Laura Hanson
E11789 Keller Road
Prairie du Sac, WI 53578

Property Location
Section 24,
T10, R6E, Town of Sumpter,
Sauk County, Wisconsin

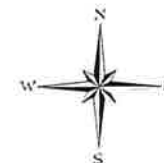
Legend

Shoreland Zoning

- 300' from River / Stream
- 1000' From Lake, Pond or Flowage

Zoning Districts

- Agricultural District
- Exclusive Agricultural District
- Resource Conservancy District - 35
- Resource Conservancy District - 5
- Single-Family Residential District
- Multiple-Family District
- Commercial District
- Recreational - Commercial District
- Industrial District
- Wetland District
- Rural Community District
- State / County Owned Property
- Extraterritorial Zoning District
- Town Zoned
- Municipal Zoned
- Unzoned



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 utility.
Data contained in this map is limited by the method
and accuracy of its collection.

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 December 22, 2009 at 10:00a.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 15-2009 Rezone. A petition to rezone certain lands in the Town of Sumpter, County of Sauk, Wisconsin, from an Agricultural to an Exclusive Agricultural Zoning District. Lands are owned by Terry & Laura Hanson.

Lands to be affected by the proposed rezone are located in Section 24, T10N, R6E, Town of Sumpter, Sauk County, Wisconsin. Said parcel to be rezoned contains 80 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 accommodate a request to rezone land back to Exclusive Agricultural following the reclamation of a mineral extraction site for the Highway 78 reconstruction project.
- 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: December 2, 2009

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

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

To be published December 7, 2009
For office use only: Pet. No. 15-2009
If you have a disability and need help, please call (608) 355-3285
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:

DONNA ZIEGLER
TOWN OF SUMPTER CLERK
E10603A COUNTY ROAD C
NORTH FREEDOM, WI 53951

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ Donna Ziegler ☐ Agent ☒ Address
- B. Received by (Printed Name)
D. ZIEGLER
- C. Date of Delivery
12-8
- 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 5455

PLANNING, ZONING & LAND RECORDS COMMITTEE STAFF REPORT

Petition # 15-2009 Proposed Exclusive Agricultural Rezone by Terry & Laura Hanson, property owners and Relyco Inc, agent.

Public Hearing Scheduled for: 12/22/09

1. Request

At petition by Terry & Laura Hanson c/o Relyco to change the zoning of property from an Agricultural to an Exclusive Agricultural Zoning District. The purpose or basis of the rezone request is to rezone land back to Exclusive Agriculture following the reclamation of a mineral extraction site for the Highway 78 reconstruction project. The land to be affected by the proposed rezone includes:

Part of the S ½ of the SW ¼ lying north of State Road 78 and Keller Road, Section 24, T10N,R6E, Town of Sumpter, Sauk County, Wisconsin.

Total acreage under this petition to be considered for rezoning: 77 acres more or less.

2. History/Timeline

April 21, 2009. The Sauk County Board of Supervisors approved a rezone to Agricultural to accommodate the Highway 78 mineral extraction project.

November 12, 2009. An application to rezone to Exclusive Agricultural was submitted to the Planning & Zoning Department by Relyco, agent to Terry & Laura Hanson.

December 2, 2009. Planning & Zoning staff verified that the reclamation was completed according to the reclamation plan.

December 2, 2009. Planning & Zoning staff sent a notice of the rezone proposal to adjacent landowners. No correspondence has been received.

December 14, 2009. It is anticipated that the Town of Sumpter Town Board will make a recommendation on the rezone at their December 14th meeting.

3. Issues

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

- **Present adjacent land uses and zoning**

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

Adjacent Land Uses and Zoning (General)

Direction	Land Use	Zoning
Site	Agricultural Field	Agricultural
North	Agricultural Field	Exclusive Agricultural
South	Agricultural Field	Exclusive Agricultural
East	Agricultural Field	Exclusive Agricultural
West	Agricultural Field	Exclusive Agricultural

- **Physical constraints to development**

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

Floodplain: None

Wetlands: None

Steep Slopes: N/A

Prime Agriculture Soils: None

Septic Suitability: N/A

4. Consistency with local development plans and ordinances

- **Consistency with the Town of Sumter Comprehensive Plan**

The Town of Sumter Comprehensive Plan suggests the continuance of agriculture as an appropriate land use. As such, a rezone to Exclusive Agriculture, following land reclamation to an agriculture field, is consistent with the town's plan future vision.

5. Recommendation

In summary, the proposed rezone and land use appears to be consistent with the Town of Sumter's Comprehensive Plan and represents a return to the original zoning on the property the existed prior to the commencement of a temporary mineral extraction operation. The land has since been reclaimed to an agricultural field. Staff recommends that a rezone from an Agricultural to an Exclusive Agricultural Zoning District (**Petition #15-2009**) be Approved.

RESOLUTION NO. 8 - 10

**ENTERING INTO AN OFFER TO PURCHASE AN FHA AMENDATORY CLAUSE
FOR THE PURPOSE OF SELLING THE PROPERTY LOCATED AT S4597 COUNTY
ROAD CH, REEDSBURG, WISCONSIN, TO BARBARA AND DENNIS YOUNG**

WHEREAS, on November 10, 2009, the County Board passed Resolution No. 152-09 which authorized the sale of the above described property; and,

WHEREAS, the proposed buyers are applying for a Federal Housing Authority Loan through Wells Fargo which requires a signed Offer to Purchase and Amendatory Clause in order to be finalized; and,

WHEREAS, the initial resolution did not authorize the signing of these documents which creates a binding contract and additional responsibilities for the County; and,

WHEREAS, your Property and Resources Committee believe that the sale of the "Administrator's House" and 1.22 acre parcel of land located at S4597 County Road CH, Reedsburg, Wisconsin, to Barbara and Dennis Young is in the best interest of the County.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the County Clerk is hereby authorized to sign the attached documents to facilitate the conveyance of the "Administrator's House" and parcel of land located at S4597 County Road CH, Reedsburg, Wisconsin, Barbara and Dennis Young.

For consideration by the Sauk County Board of Supervisors on January 19, 2010.

Respectfully submitted,

PROPERTY & RESOURCES COMMITTEE

VIRGIL HARTJE, Chair

LARRY VOLZ

AL DIPPEL

SHAWN M. POSEWITZ

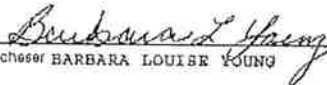

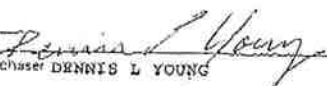

CHARLES MONTGOMERY

COPY

FISCAL NOTE: The documentation will facilitate the sale of the Administrators House for \$69,500.00.

MIS IMPACT: None

s:\ccounsel\15\PROPERTY SALES\15young_hcc0res.doc

FHA/VA Amendatory Clause and Certifications			
Date 11/17/2009			
Buyer(s) Name(s) BARBARA LOUISE YOUNG, DENNIS L YOUNG			
Property Address S4597 COUNTY ROAD CH , KENNEDBURG, WI 53959			
<p>"IT IS EXPRESSLY AGREED THAT, NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, THE PURCHASER SHALL NOT BE OBLIGATED TO COMPLETE THE PURCHASE OF THE PROPERTY DESCRIBED HEREIN OR TO INCUR ANY PENALTY BY FORFEITURE OF EARNEST MONEY DEPOSITS OR OTHERWISE UNLESS THE PURCHASER HAS BEEN GIVEN IN ACCORDANCE WITH HUD/FHA OR VA REQUIREMENTS A WRITTEN STATEMENT ISSUED BY THE FEDERAL HOUSING COMMISSIONER, DEPARTMENT OF VETERANS AFFAIRS, OR A DIRECT ENDORSEMENT LENDER, SETTING FORTH THE APPRAISED VALUE OF THE PROPERTY OF NOT LESS THAN \$ 69,500.00 . THE PURCHASER SHALL HAVE THE PRIVILEGE AND OPTION OF PROCEEDING WITH THE CONSUMMATION OF THE CONTRACT WITHOUT REGARD TO THE AMOUNT OF THE APPRAISED VALUATION. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WILL INSURE. HUD DOES NOT WARRANT THE VALUE NOR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE."</p> <p>Certification of Borrower, Seller, Agent</p> <p>We, the undersigned seller(s), borrower(s) and real estate agent(s)/broker(s) involved in this loan transaction do certify that the terms of the sales contract are true to the best of our knowledge and belief. All agreements entered into by any of the following parties are fully disclosed and attached to the sales contract.</p>			
 Purchaser BARBARA LOUISE YOUNG		 Date 11/17/09	
Purchaser		Date	
 Purchaser DENNIS L YOUNG		 Date 11/17/09	
Purchaser		Date	
Purchaser		Date	
Purchaser		Date	
Seller		Date	
Seller		Date	
Real Estate Agent/Broker		Date	
Real Estate Agent/Broker		Date	
<p>Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010. This form is required by HUD Handbook 4155.1 Rev-4 paragraph 1-22 for Sales Agreements intended to be financed by an FHA-Insured Mortgage and by VA Lender's Handbook Section 38.4303(j) for Sales Agreements intended to be financed by a VA-guaranteed Mortgage.</p>			

59 ■ A "condition affecting the Property, transaction" is defined as follows:

[Page 2 of 5, WB-11]

- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the
61 Property or the present use of the Property;
62 (b) completed or pending reassessment of the Property for property tax purposes;
63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
64 (d) construction or remodeling on Property for which required state or local permits had not been obtained;
65 (e) any land division involving the subject Property, for which required state or local approvals had not been obtained;
66 (f) violation of applicable state or local smoke detector laws; **NOTE: State law requires operating smoke detectors on all levels
67 of all residential properties.**
68 (g) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
69 (h) that a structure on the Property is designated as an historic building or that any part of Property is in an historic district;
70 (i) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
71 (j) mechanical systems inadequate for the present use of the Property;
72 (k) insect or animal infestation of the Property;
73 (l) conditions constituting a significant health or safety hazard for occupants of Property; **Note: Specific federal lead paint
74 disclosure requirements must be complied with in the sale of most residential properties built before 1978.**
75 (m) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not
76 limited to gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code,
77 Chapter Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
78 (n) material violations of environmental laws or other laws or agreements regulating the use of the Property;
79 (o) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
80 (p) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with
81 knowledge of the nature and scope of the condition or occurrence.

82 ■ **REAL ESTATE CONDITION REPORT:** Wisconsin law requires owners of property which includes 1-4 dwelling units to provide
83 buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited,
84 sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal
85 representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides:
86 "709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . .
87 to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within
88 the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written
89 notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition
90 Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should
91 review the report form or consult with an attorney for additional information regarding these rescission rights.

92 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total acreage
93 or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
94 reasons, unless verified by survey or other means. Buyer also acknowledges that there are various formulas used to calculate
95 total square footage of buildings and that total square footage figures will vary dependent upon the formula used. **CAUTION: Buyer
96 should verify total square footage formula, total square footagelacreage figures, land, building or room dimensions, if material.**

97 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the
98 inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such
99 inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property
100 to its original condition after Buyer's inspections are completed, unless otherwise agreed with Seller. An "inspection" is defined as
101 an observation of the Property which does not include testing of the Property, other than testing for leaking carbon monoxide, or
102 testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

103 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of
104 the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the
105 Property and the laboratory or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically
106 provided for at lines 180 - 186, 317 - 320 or in an addendum per line 316. Note: Any contingency authorizing such tests should
107 specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present),
108 any limitations on Buyer's testing and any other material terms of the contingency (e.g., Buyer's obligation to return the Property
109 to its original condition). Seller acknowledges that certain inspections or tests may detect environmental pollution which may be
110 required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing,
112 Buyer shall have the right to inspect the Property to determine that there has been no significant change in the condition of the
113 Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has elected to cure have
114 been repaired in a good and workmanlike manner.

115 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing
116 or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear.
117 If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be
118 obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed
119 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should
120 Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage
121 to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this
122 sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of
123 restoring the Property.

124 ■ **FIXTURES** A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land or
125 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
126 removable without damage to the Property, items specifically adapted to the Property and items customarily treated as fixtures,
127 including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting
128 fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
129 water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and
130 component parts; garage door openers and remote controls; installed security systems; central vacuum systems and accessories;
131 in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
132 foundations and docks/piers on permanent foundations. **NOTE: The terms of the Offer will determine what items are
133 included/excluded. Address rented fixtures (e.g., water softeners), if any.**

134. PROPERTY ADDRESS: S4597 Cty Rd. CH, Reedsburg, WI. [page 3 of 5, WB-11]

135. **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment; (2) binding acceptance; (3) occupancy;
136 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except: none

137. If "Time is of the Essence" applies
138 to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not
139 apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

140. **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by
141 excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
142 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
143 Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail
144 or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such
145 as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines
146 expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

147. **THE FINANCING CONTINGENCY PROVISIONS AT LINES 149 - 163 ARE A PART OF THIS OFFER IF LINE 149 IS MARKED,**
148 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 149 IS MARKED N/A OR IS NOT MARKED.**

149. ☒ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a **FHA**
150 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within 1 days of acceptance of this Offer.

151 The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
152 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
153 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
154 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to
155 exceed _____% of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's
156 other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
157 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
158 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 159 OR 160.**

159. ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 5.500 %.

160. ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall
161 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The
162 maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may
163 be adjusted to reflect interest changes.

164. **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
165 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
166 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
167 commitment at line 150. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy
168 the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER AND**
169 **AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
170 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

171. **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if
172 Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

173. **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
174 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same
175 including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this
176 Offer, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms
177 set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's
178 notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably
179 appropriate to determine Buyer's credit worthiness for Seller financing.

180. **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyers are aware this property is being sold "AS IS" and requires a
181 new at grade sanitary septic system and private well, the replacement costs of these items shall
182 be at the Buyer's expense. This offer is contingent on the Seller completing the Certified Survey
183 Map for lot 1, to contain 1.22 Acres prior to the closing of this transaction at the Seller's
184 expense. Buyer will pay all costs associated with closing.

187. **TITLE EVIDENCE**

188. **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or
189 other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances
190 and agreements entered under them, recorded easements for the distribution of utility and municipal services; recorded building
191 and use restrictions and covenants, general taxes levied in the year of closing and none

192. (provided none
193 of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller
194 further agrees to complete and execute the documents necessary to record the conveyance. **WARNING: Municipal and zoning**
195 **ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore**
196 **should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.**

197. **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount
198 of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

*Seller is not responsible for merchantable title. If objections
to title are made by Buyer, Seller has the right to cancel this
contract for sale. Under no circumstances will Seller be obligated to cure any title defects.*

Buyer shall pay all costs of providing evidence

200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing evidence. For purposes of closing, title
201 evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less
202 than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title
203 evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance
204 requirements and exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF**
205 **THE TITLE COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED**
206 **BETWEEN THE EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**
207 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title
208 by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections,
209 and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said
210 objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for
211 closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title
212 evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.
213 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall
214 be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-time charges
216 or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street,
217 sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. §66.55(1)(c) & (f).
219 **[DELIVERY/RECEIPT]** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
220 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be
221 considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to,
222 or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent
223 of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been
224 received by the other Party. The delivery/receipt provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable
225 (see lines 24 - 30) or when a party will not be personally available to receive a notice (see line 286)). Buyer and Seller authorize the agents of
226 Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement
227 service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).
228 **[DEFAULT]** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions
229 of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability
230 for damages or other legal remedies.
231 If Buyer defaults, Seller may:
232 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
233 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to
234 return the earnest money and have the option to sue for actual damages.
235 If Seller defaults, Buyer may:
236 (1) sue for specific performance; or
237 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.
238 In addition, the Parties may seek any other remedies available in law or equity.
239 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
240 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead
241 of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those
242 disputes covered by the arbitration agreement.
243 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT**
244 **CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM**
245 **GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN**
246 **ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**
247 **[EARNEST MONEY]**
248 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's
249 agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as
250 provided in the Offer. **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
251 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**
252 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
253 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At
254 closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall
255 be disbursed according to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code s. RL
256 18.09(1)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse).
257 If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
258 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2)
259 into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any
260 other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
261 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed
262 \$250, prior to disbursement.
263 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
264 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
265 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
266 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
267 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
268 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
269 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
270 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations
271 concerning earnest money. See Wis. Adm. Code Ch. RL 18.
272 **[ENTIRE CONTRACT]** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding
273 the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to
274 the benefit of the Parties to this Offer and their successors in interest.

275 PROPERTY ADDRESS: S4597 Cty. Rd. CH, Reedsburg, WI. [page 5 of 5, WB-11]

276 OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 278 THROUGH 317 ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X".

277 THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK (EXCEPT AS PROVIDED AT LINES 280 - 281).

278 ☒ SALE OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the sale and closing of Buyer's property

279 located at _____, no later than _____.

280 Seller may keep Seller's Property on the market for sale and accept secondary offers. If this contingency is

281 made a part of this Offer, lines 282 - 286 are also a part of this offer unless marked N/A at line 282 or otherwise deleted.

282 ☒ CONTINUED MARKETING: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of

283 acceptance. If Buyer does not deliver to Seller a written waiver of sale of Buyer's property contingency and _____

284 [INSERT OTHER

285 REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR PROVIDING

286 EVIDENCE OF SALE OR BRIDGE LOAN, etc.)) within _____ hours of Buyer's actual receipt of said notice, this Offer shall be null and void.

287 ☒ SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of

288 written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any

289 deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may

290 declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer

291 is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All other Offer

292 deadlines which are run from acceptance shall run from the time this Offer becomes primary.

293 ☒ PRE/POST CLOSING OCCUPANCY: Occupancy of _____ shall be

294 given to Buyer on _____ at _____ a.m./p.m. (Seller) (Buyer) ☒ shall pay an

295 occupancy charge of \$ _____ per day or partial day of pre/post-closing occupancy. Payment shall be due at the beginning of the

296 occupancy period. Any unearned post closing occupancy fee (shall)(shall not) ☒ be refunded based on actual occupancy.

297 CAUTION: Consider a special agreement regarding occupancy escrow, insurance, utilities, maintenance, keys, etc.

298 ☒ INSPECTION CONTINGENCY: This Offer is contingent upon a Wisconsin registered home inspector performing a home

299 inspection of the Property, and an inspection, by a qualified independent inspector, of _____

300 _____ which discloses no defects as defined below. This contingency

301 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller, and to listing broker if Property is

302 listed, a copy of the inspector's written inspection report(s) and a written notice listing the defect(s) identified in the inspection

303 report(s) to which Buyer objects. CAUTION: A proposed amendment will not satisfy this notice requirement. Buyer shall order

304 the inspection and be responsible for all costs of inspection, including any inspections required by lender or as follow-up inspections to

305 the home inspection. Note: This contingency only authorizes inspections, not testing. (See lines 97 - 110.)

306 ☒ RIGHT TO CURE: Seller (shall)(shall not) ☒ have a right to cure the defects. (Seller shall have a right to cure if no choice is indicated.)

307 If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering a written notice within 10 days of receipt of Buyer's notice of Seller's election

308 to cure defects, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done no later than

309 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and: (1) Seller does not have a right

310 to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure.

311 ☒ "DEFECT" DEFINED: For the purposes of this contingency, a defect is defined as a structural, mechanical or other condition

312 that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future

313 occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or have a significant adverse

314 effect on the expected normal life of the Property. Defects do not include structural, mechanical or other conditions the nature and

315 extent of which Buyer had actual knowledge or written notice before signing this Offer.

316 ☒ ADDENDA: The attached _____ is/are made part of this Offer.

317 ☒ ADDITIONAL PROVISIONS/CONTINGENCIES A certified check or money order in an amount that is 5% of the bid

318 must accompany the bid or the bid may be rejected. This amount is earnest money and is not refundable

319 if the bid is accepted and the buyers do not close this transaction. Buyers will receive a credit at

320 the time of closing, if this bid is not accepted this deposit shall be returned to Buyer.

321 This Offer was drafted on 11/1/09 [date] by [Licensee and firm] _____

322 (x) Samuel Young 388-58-2947 11-02-09

323 Buyer's Signature ▲ Print Name Here: Social Security No. or FEIN ▲ Date ▲

324 (x) Barbara Young 389-46-3629 11/1/09

325 Buyer's Signature ▲ Print Name Here: Social Security No. or FEIN ▲ Date ▲

326 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 247 - 271.)

327 _____ Broker (By) _____

328 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER

329 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON

330 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

331 (x) _____

332 Seller's Signature ▲ Print Name Here: Social Security No. or FEIN ▲ Date ▲

333 (x) _____

334 Seller's Signature ▲ Print Name Here: Social Security No. or FEIN ▲ Date ▲

335 This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.

336 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____

337 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**AUTHORIZING CONTRACT WITH RMT TO COMPLETE A GREENHOUSE GAS
MONITORING PLAN AND AMEND LANDFILL BUDGET**

WHEREAS, the Environmental Protection Agency (EPA) on October 30, 2009 published the final version of the Mandatory Greenhouse Gas (GHG) Reporting Rule (40 CFR Part 98); and,

WHEREAS, 40 CFR §98.2 and 40 CFR Subpart HH require operating and closed municipal solid waste landfills that received waste on or after January 1, 1980 and generate methane in amounts greater than 25,000 metric tons of carbon dioxide equivalent per year to develop a Greenhouse Gas Monitoring Plan by March 31st, 2010; and,

WHEREAS, RMT, Sauk County's consultant for the closed Sauk County Landfill site, has determined that this newly issued rule will likely apply to Sauk County; and,

WHEREAS, RMT has provided Sauk County staff with instructions on how to take weekly detailed methane readings; and,

WHEREAS, RMT will utilize these readings from Sauk County staff along with other Sauk County Landfill data and EPA estimating models to provide Sauk County with a final determination of whether or not Sauk County will need to develop a Greenhouse Gas Monitoring Plan (Proposal attached); and,

WHEREAS, RMT has provided Sauk County with a proposal in the amount of \$12,500 to assist in completing the Greenhouse Gas Monitoring Plan should it be determined that one needs to be completed; and,

WHEREAS, the Property & Resource Committee has reviewed this proposal and feels it is in the best interest of Sauk County to move forward with this proposal should it be determined a Greenhouse Gas Monitoring Plan needs to be developed,

NOW, THEREFORE, BE IT RESOLVED, that the Emergency Management, Buildings & Safety Administrator is hereby authorized to sign the contract with RMT to complete the Greenhouse Gas Monitoring Plan should it be determined that one is required,

AND BE IT FURTHER RESOLVED, that the 2010 budget is amended to incorporate the cost of \$12,500.

COPY

Resolution No. 9 - 10, Authorizing contract with RMT to complete a Greenhouse Gas Monitoring Plan

For consideration by the Sauk County Board of Supervisors on January 19th, 2010.

Submitted by:

SAUK COUNTY PROPERTY & RESOURCES COMMITTEE

Virgil Hartje, Chair

Al Dippel

Charles Montgomery

Larry Volz

Shawn Posewitz

Fiscal Note: Sauk County was unaware of this new rule at the time the budget was developed. Development of this plan, if required, will require a budget adjustment to the Landfill Budget in the amount of the \$12,500, unless cost savings can be achieved elsewhere.

Information System Note: No Information System impact

January 12, 2010

Mr. Tim Stieve
Sauk County
510 Broadway
Baraboo, WI 53913

**Subject: Revised Proposal for Development of a Greenhouse Gas Monitoring Plan at the
Sauk County Landfill**

Dear Mr. Stieve:

This letter presents RMT, Inc.'s (RMT's) proposal to assist the Sauk County with the Development of a Greenhouse Gas Monitoring Plan for the Sauk County Landfill (Landfill). This proposal has been developed based on RMT's knowledge of the Landfill and the reporting requirements under the new Mandatory Greenhouse Gas Reporting Rule.

RMT has determined that the Mandatory Greenhouse Gas Reporting Rule will apply to the Landfill. It is necessary for the County to develop a monitoring plan immediately, so the proper information can be gathered throughout the 2010 calendar year for the 2011 report (documenting the 2010 activities). RMT is prepared to complete this work under the Landfill project's terms and conditions previously negotiated for current consulting arrangements.

We are pleased to offer this assistance to Sauk County. I look forward to discussing this revised proposal further with you, after you have had an opportunity to review it.

Sincerely,

RMT, Inc.

Curt Madsen
Senior Project Manager

Attachments: Proposal
Schedule of Charges

cc: David Boyd, RMT
Dean Free, RMT
Jason Schoephoester, RMT
Central Files


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Santa Clara County

Attachment 1 Proposal

January 12, 2010

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Proposal for Development of a Greenhouse Gas Monitoring Plan at the Sauk County Landfill

Background

On October 30, 2009, the United States Environmental Protection Agency (USEPA) published the final version of the Mandatory Greenhouse Gas (GHG) Reporting Rule (40 CFR 98). The USEPA is charged with administering the Clean Air Act (CAA). The US Supreme Court has found that the CAA is not an unconstitutional delegation of power to the USEPA. As part of their duties, the USEPA has promulgated a rule that requires reporting by emitters of a specific list of GHGs. GHG means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and other fluorinated GHGs as defined in this section. The consequences for not complying are the same as those provided under the CAA, including civil and/or criminal action and disbarment from grant eligibility.

Operating and closed municipal solid waste landfills that received waste on or after January 1, 1980 and that *generate* methane in amounts greater than 25,000 metric tons of carbon dioxide equivalent are subject to the requirements of Subpart HH of the GHG Reporting Rule. This threshold is roughly equivalent to 1,310 tons of methane generation per year or the equivalent of a landfill operating a 210 cfm landfill gas recovery system at an average concentration of 50 percent methane. Given that the County is *collecting* nearly 200 cfm from the new site, RMT is confident that the rule applies to this facility. It is important to note that the reporting requirements are based on landfill gas generation of the Sauk County Landfill (Landfill), not the volume of landfill gas collected by the landfill gas collection system.

If a landfill determines that the regulation will apply to their facility, they must develop a monitoring plan for gathering and reporting their emissions in future years, starting in 2010. An initial plan must be completed by December 31, 2009, so that it can be implemented at the beginning of 2010. If equipment must be installed to fully comply with the regulation, the County must do that in the first quarter of 2010 and the final monitoring plan must be completed and implemented by March 31, 2010.

Project Objectives

RMT's proposal has been developed to accomplish the following Sauk County objectives:

- To analyze the adequacy of the current methane monitoring plan for the Landfill to delineate the extent of gaps with the GHG Reporting Rule.
- To develop a spreadsheet tool for maintaining and reporting GHG emissions in 2010 and beyond.
- To develop the Monitoring Plan in accordance with the GHG Reporting Rule.

January 12, 2010

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Business Value

The landfill industry is on a tight timeframe for getting the tools and plans in place to be compliant with the rule prior to the January 1, 2010, effective date. As such, RMT has assembled a strong landfill and GHG team; individuals already up to speed on the rule requirements and who keep in front of the issues, so that a compliant and effective protocol and monitoring plan can be completed in an expedited manner.

The proposed RMT project team is already helping clients navigate and map out their GHG procedures and have extensive experience with landfill emission calculations. A well defined and thorough approach for collecting and reporting GHG emissions will enable the County to mitigate risk to the business and result in a plan that can be implemented in a cost-effective manner. RMT's current knowledge of the Landfill design and operations will be valuable and should help us analyze this information.

Project Team

We offer Curt Madsen as the project manager for the proposed Scope of Services. Mr. Madsen is very familiar with the Landfill. RMT will utilize key technical staff members who will be responsible for the gap analysis and developing the emission spreadsheet. RMT is already completing GHG work for a number of companies and is experienced in modeling methane emissions from landfills for air permitting purposes. This team will be supported as required by individuals who have experience either with the Landfill, operation and maintenance of landfill gas collection and combustion systems, or landfill gas-to-energy systems. These individuals may include Jason Schoephoester and Dean Free.

Scope of Services

RMT will perform the following services:

Element 1: Greenhouse Gas Monitoring Plan

Task 1a. Gap Analysis

RMT will complete a site visit to review the current methane monitoring equipment, locations, and calibration records for the Landfill. Information regarding annual quantities of waste disposed at the facility will be evaluated including any available speciation data.

RMT will compare the monitoring methods in place at the Landfill to the approved test methods.

– Approved test methods for methane concentration include:

- Method 18 at 40 CFR part 60, appendix A-6
- ASTM D1945-03

January 12, 2010

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- ASTM D1946-09
- GPA Standard 2261-00
- UOP539-97
- Alternatively – Use Method 25A or 25B at 40 CFR part 60, appendix A-7
- Approved test methods for flow rate include:
 - ASME MFC-3M-2004
 - ASME MFC-4M-1986
 - ASME MFC-6M-1998
 - ASME MFC-7M-1987
 - ASME MFC-11M-2006
 - ASME MFC-14M-2003
 - ASME MFC-18M-2001
 - Method 2A or 2D at 40 CFR part 60, appendix A-1

RMT will prepare a brief report to Sauk County documenting gaps and recommendations for complying with the GHG Reporting Rule. RMT will determine if weekly or continuous monitoring is in the best interest of the city and provide recommendations on specific equipment required to comply with the regulation. The report will be submitted electronically to the city and RMT will participate in a conference call to discuss the findings.

Task 1b. Develop Emission Spreadsheets for the Landfill

Prepare GHG emission spreadsheets the landfill. Emission calculations will be completed for overall methane generation, methane captured, methane destroyed, and methane oxidized by cap. The landfill methane generation calculations will be based on the USEPA LandGEM model. Inputs to the model must include annual waste disposal quantities for the entire operational period of the landfill and speciation data as known by the County which will determine degradable organic compound factors and other site specific information, including appropriate default values to be used. Other calculations will be performed in accordance with Subpart HH of the rule.

Additional input data includes the surface area of the landfill, the cover type, depth of waste, operating hours of the destruction device and back-up flare, and efficiency of the collection system. Our current knowledge of the Landfill design and current operations will be valuable and should help us analyze this information.



Task 2. Prepare Monitoring Plan

RMT will assist Sauk County in the preparation of a Monitoring Plan, which includes documentation of each pressure, temperature, moisture, and gas monitor and flow meter used for GHG calculations and their calibration requirements and frequencies. The plan will document the calibration of monitoring equipment as required. If additional instrumentation needs to be installed, procedures will be developed to determine how the landfill gas flows, and concentrations will be estimated while the equipment is not in operation.

The Plan will document the operation and calibration of the Landfill scale. The Plan will define data management practices and determine responsible parties for collecting and organizing the information such that proper data collection began on January 1, 2010. The Plan will contain procedures as required to accommodate missing quality-assurance data (for example, the flow meter may not have operated for a number of hours or days. And lacking this data, how will the Landfill estimate the missing data?). The Plan will include the procedures for gathering and maintaining the required data. RMT will manage the GHG data gathered by the County and RMT staff throughout 2010, and prepare the 2011 report (for the 2010 reporting period) for the County's Landfill record as required.

Deliverables

RMT will provide the Sauk County with the following deliverables:

- A draft electronic gap analysis to be reviewed in a conference call.
- An electronic spreadsheet summarizing the emission calculations required by Subpart HH.
- A draft electronic Monitoring Plan to be reviewed in a conference call, with two hard copies and an electronic copy of the Final Monitoring Plan to be submitted after incorporation of the County's comments.
- A final report summarizing the 2010 data and other required information for the County's record.

Fee Proposal

RMT proposes to perform the Scope of Services on a time-and-expenses basis. The estimated total fees will be approximately \$12,500. Should Sauk County request RMT to make changes in the services or to perform additional services, RMT will prepare a Change Order for Sauk County's acceptance.

January 12, 2010

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Sauk County

A breakdown by task is included in the following table.

ELEMENT 1: GREENHOUSE GAS MONITORING PLAN		ESTIMATED COST
Task 1a. Gap Analysis		\$5,200
Task 1b. Develop Emission Spreadsheets for the Landfill		\$3,600
Task 2. Prepare Monitoring Plan		\$3,700
Total		\$12,500

Basis for Estimated Cost

RMT's estimated cost is based on the following:

- RMT's proposal does not include the installation or calibration of any monitoring equipment.
- If necessary, Sauk County will be able to readily produce information regarding the disposal of wastes in the newer Landfill.

Terms of Contract

RMT proposes to perform the services under the terms of the previously negotiated agreements between RMT and Sauk County, for services at the Sauk County Landfill, modified only by the commercial terms of this Proposal. To accept this Proposal, please sign and return one copy of the provided Work Authorization Form.

Schedule

RMT can begin work on the Project after receiving your verbal notice to proceed. As we discussed, RMT has initiated the Project under the existing Landfill project so that we meet the rule's monitoring requirements. RMT has initiated monitoring and training of County staff during the first couple weeks of January, 2010, so that the County can continue to perform the required routine weekly monitoring tasks. Approval of the Project by the County in February will allow RMT to complete the gap analysis and prepare the final Monitoring Plan for the Project, including preparation of the emission calculation spreadsheets by the end of the first quarter 2010.

Health and Safety Considerations

RMT subscribes to Occupational Safety and Health Administration (OSHA) – and USEPA – mandated health and safety standards. Because of the wide range of potential exposures for our employees, RMT must make conservative judgments as to potential health risks. The services outlined in this Proposal are offered on the basis of providing Level D health and safety protection (typically coveralls, safety shoes, hard hats, and eye protection only, as appropriate). If additional protection is required for RMT employees to perform these services, then RMT will advise Sauk County of the needed protection and any associated increase in compensation before proceeding with the Work.

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