

**SAUK COUNTY BOARD OF SUPERVISORS
MEETING NOTICE/AGENDA**

COMMITTEE: SAUK COUNTY BOARD OF SUPERVISORS – REGULAR MEETING
DATE: TUESDAY, SEPTEMBER 15, 2015
TIME: 6:00 PM
PLACE: ROOM 326, WEST SQUARE BUILDING, 505 BROADWAY, BARABOO, WI

5:15 PM – PROPERTY & INSURANCE COMMITTEE in Room 213, to consider:

1. Call to Order and Certify Compliance with Open Meeting Law.
2. Adopt Agenda.
3. Review and possible approval of RFP for Third Party Solar.
4. Review and possible approval of request for use of Courthouse Lawn by Downtown Baraboo Inc.
5. Adjourn.

5:50 PM – FINANCE COMMITTEE in the Gallery of County Board Room, Room #326A to consider:

1. Call to Order and Certify Compliance with Open Meeting Law.
2. Adopt Agenda.
3. Approval of County vouchers.
4. Adjourn.

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

- 1) Call to Order and Certify Compliance with Open Meeting Law.
- 2) Roll Call.
- 3) Invocation and Pledge of Allegiance.
- 4) Adopt Agenda.
- 5) Adopt Minutes of Previous Meeting.
- 6) Scheduled Appearances.
 - a. Senator Jon Erpenbach, 27th Senate District.
 - b. Meg Sage, Sauk County 4-H Agent and 4-H Members: Annual Report.
- 7) Public Comment – 3 minute limit: Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Chair.
- 8) Communications
 - a. 08/27/15 Notice from DNR: Floodplain Zoning Ordinance Approval, SC-F-357-77(91). (Pages 4-5)
- 9) Bills & Referrals.
- 10) Claims.
- 11) Appointments.
- 12) Unfinished Business.
- 13) Reports – informational, no action required.
 - a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
 - b. Possible Report on Major Initiative: Perspective Opening of Unit A to house state prisoners- Sheriff Chip Meister, Sauk County Sheriff and Supr. Wenzel, Law Enforcement Committee
 - c. Finance Committee, 2016 Budget Review.
 - d. Supervisor Fordham, Vice Chair – Executive & Legislative Committee.

- e. Marty Krueger, County Board Chair
 - Summer Picnic;
 - Inter-Governmental Meeting
- f. Brentt P. Michalek, Interim, Administrative Coordinator.
 - Department Head Ho-Chunk Letter.

14) Consent Agenda:

HIGHWAY AND PARKS COMMITTEE:

Resolution 94-2015 Commending Richard Herritz For More Than 29 Years Of Faithful Service To The People Of Sauk County. (Page 6)

15) Resolutions & Ordinances:

COMMUNICATIONS INFRASTRUCTURE COMMITTEE:

Resolution 95-2015 Authorization To Contract With Communications Services For The Purchase And Installation Of The Replacement Radio Dispatch Console Equipment. (Pages 7-8)

CONSERVATION, PLANNING AND ZONING COMMITTEE:

Ordinance 12-2015 Petition 17-2015. Approving The Rezoning Of Lands In The Town Of Greenfield From A Resource Conservancy To An Agriculture Zoning District Filed Upon John Buck, Property Owner. (Pages 9-19)

EXECUTIVE AND LEGISLATIVE COMMITTEE:

Resolution 96-2015 Authorizing The County To Join The South Central Wisconsin Chief Elected Officials Workforce Development Board Consortium. (Pages 20-35)

HIGHWAY AND PARKS COMMITTEE:

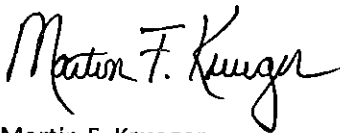
Ordinance 13-2015 Reducing The Speed Limit On A Portion Of County Trunk Highway PF Located In The Township Of Honey Creek. (Page 36)

LAW ENFORCEMENT AND JUDICIARY COMMITTEE:

Resolution 97-2015 Authorization To Purchase Replacement Boat, Boat Trailer, and Motor. (Pages 37-38)

16) Adjournment to a date certain.

Respectfully,



Martin F. Krueger
County Board Chair

County Board Members, County staff & the public – Provide the County Clerk a copy of:

1. Informational handouts distributed to Board Members
2. Original letters and communications presented to the Board.

County Board Members:

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

Any person who has a qualifying disability that requires the meeting or materials at the meetings to be in an accessible location or format should or format should contact Sauk County at 608-355-3269, or TTY at 608-355-3490, between the hours of 8:00 AM and 4:30 PM, 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

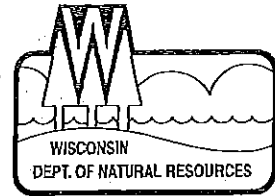
Agenda mail date via United States Postal Service September 10, 2015.

Agenda Preparation: Marty Krueger, County Board Chair, with the assistance of Brentt P. Michalek, Interim, Administrative Coordinator and Rebecca C. Evert, County Clerk

s:/admin/Co Bd Agendas/2015/ctybdagendaSEPTEMBER2015

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711



August 27, 2015

Marty Krueger, Chair
Sauk County Board
505 Broadway
Baraboo, WI 53913

RECEIVED

AUG 31 2015

SAUK COUNTY BOARD CHAIR
BARABOO, WISCONSIN

Subject: Floodplain Zoning Ordinance Approval, SC-F-357-77(91)

Dear Mr. Krueger:

We appreciate your community's effort in upgrading your floodplain zoning regulations. Please note the conditions that must be met in order for this approval to remain valid.

Successful floodplain management and implementation of these regulations will depend on effective administration and enforcement of the ordinance. Please contact me at (608) 266-5228 if I can assist you.

FINDINGS OF FACT

1. On August 18, 2015, Sauk County adopted map and text amendments to its Floodplain Zoning Ordinance, following public notice and hearing.
2. The purpose of this amendment is to revise the Floodplain Zoning Ordinance and adopt the new maps and flood insurance study in order to comply with the requirements of the NFIP.

CONCLUSIONS OF LAW

1. The Department is authorized by s. 87.30, Wis. Stats., and Ch. NR 116.21 and NR 116.22, Wis. Adm. Code, to review and approve amendments to floodplain zoning ordinances.
2. The community has complied with the procedural requirements for adoption of this amendment according to Wisconsin Statutes.
3. This amendment substantially complies with the requirements of Ch. NR 116, Wis. Adm. Code and 44 CFR, Part 60.

DECISION

The Department **CONDITIONALLY APPROVES** this amendment, subject to the following conditions.

According to National Flood Insurance Program regulations your community must send all map revisions affecting floodplain boundaries and text changes to the Department and to the Federal Emergency Management Agency, 536 S. Clark St., 6th Floor, Chicago, IL 60605.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that Wisconsin statutes and administrative rules establish time periods within which request to review Department decisions must be filed.

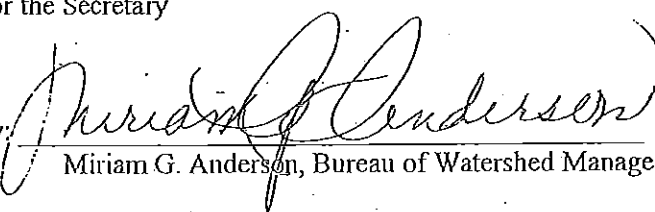
For judicial review of a decision pursuant to sections 227.52 and 227.53, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to section 227.42, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of Department of Natural Resources. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

This notice is provided pursuant to section 227.48(2), Stats. This decision was mailed on 08/27/2015.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By:


Miriam G. Anderson, Bureau of Watershed Management

cc: John Devine, FEMA-Chicago
Rebecca DeMars, County Clerk
Tanya Lourigan, SCR-Fitchburg

RESOLUTION 94 - 15

**Commending Richard Herritz For More Than 29 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, Richard Herritz faithfully served the people of Sauk County as a member of the Sauk County Highway Department, since April 24, 1986, and,

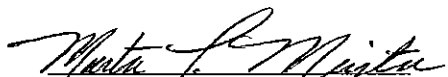
NOW, THEREFORE BE IT RESOLVED, that the Sauk County Board of Supervisors, hereby expresses its appreciation and commends Richard Herritz for twenty-nine years of faithful service to the people of Sauk County.

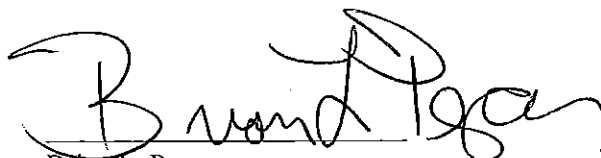
AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present Richard Herritz an appropriate symbol of our appreciation for service to the people of Sauk County.


For Consideration by the Sauk County Board of Supervisors on September 15, 2015.

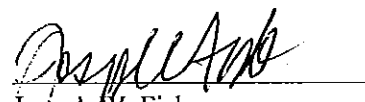
Respectfully submitted:

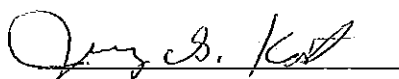
Sauk County Highway and Parks Committee


Martin (Tim) Meister, Chair


Brian L. Peper


Henry Netzinger


Joseph W. Fish


Jerry G. Kast

Fiscal Note: No Fiscal Impact.
MIS Note: No MIS Impact.

14PB

RESOLUTION NO. 95-15

**AUTHORIZATION TO CONTRACT WITH COMMUNICATIONS SERVICES FOR THE
PURCHASE AND INSTALLATION OF THE REPLACEMENT RADIO DISPATCH CONSOLE
EQUIPMENT**

WHEREAS, Sauk County provides and staffs a Countywide Emergency Communications Center that receives all 9-1-1 calls for Sauk County; and

WHEREAS, the existing radio console equipment was initially installed in 2003; and,

WHEREAS, the system is no longer being made and replacement parts are becoming more difficult to obtain; and,

WHEREAS, the equipment has been in operation 24 hours a day, 365 days a year since being installed in 2003; and,

WHEREAS, the Sauk County Communications Technician worked with Communications Services to obtain the state pricing for the Motorola MCC7500 Dispatch console system; and,

WHEREAS, the Sauk County Communications Technician can directly purchase some of the components needed for this system at a lesser cost; and,

WHEREAS, the Sauk County Communications Technician has reviewed the proposal list of equipment (attached) with the Communications Infrastructure Committee and the Committee feels that it is in the best interest of the county to move forward with the purchase of the Motorola MCC7500 Radio Console System and related equipment as outlined at a cost of \$387,194.00;

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Communications Technician is hereby authorized to issue the necessary purchase orders totaling \$387,194.00 for the purchase and installation of the Motorola MCC7500 Radio Console System and associated equipment.

For consideration of the Sauk County Board of Supervisors on September 15th, 2015.

Respectfully submitted:

COMMUNICATIONS INFRASTRUCTURE COMMITTEE

Tommy Lee Bychinski, Chair

Scott Von Asten

Nathan Johnson

William Hambrecht

Michelle Dent

Fiscal Note: Funds are budgeted in the Building Services Budget for this purchase.

Information System Note: MIS will assist with purchase of the some of the needed equipment.

YRB

	OPTION #1 (All Items)	OPTION #2 (Remove Portable Console)	OPTION #3 (Remove Portable Console & GPS Clock)
BASE PRICE	\$298,977.00	\$298,977.00	\$298,977.00
REDUNDENCY	\$17,000.00	\$17,000.00	\$17,000.00
SPARE /BACKUP PARTS	\$19,493.00	\$19,493.00	\$19,493.00
PORTABLE CONSOLE POSITION	\$35,291.00		
SUBTOTAL - VENDOR PURCHASES	\$320,761.00	\$335,470.00	\$335,470.00
COUNTY PURCHASE - Laptop for Portable Console Position	\$3,270.00		
COUNTY PURCHASE - Monitors 20 Inch	\$1,050.00	\$1,050.00	\$1,050.00
COUNTY PURCHASE - UPS's Main Equipment	\$1,400.00	\$1,400.00	\$1,400.00
COUNTY PURCHASE - Network Connectivity Devices	\$2,000.00	\$2,000.00	\$2,000.00
COUNTY PURCHASE - GPS & CLOCK	\$8,713.00	\$8,713.00	
SUBTOTAL - COUNTY PURCHASES	\$16,433.00	\$13,163.00	\$4,450.00
TOTAL	\$387,194.00	\$348,633.00	\$339,920.00

ORDINANCE NO. 12-2015

**PETITION 17-2015. APPROVING THE REZONING OF LANDS IN THE
TOWN OF GREENFIELD FROM A RESOURCE CONSERVANCY TO AN AGRICULTURE
ZONING DISTRICT FILED UPON JOHN BUCK, PROPERTY OWNER.**

WHEREAS, a public hearing was held by the Conservation, Planning, and Zoning Committee upon petition 17-2015 as filed by John Buck, property owner, for a change in the zoning of certain lands from a Resource Conservancy to an Agriculture Zoning District; and

WHEREAS, the purpose of the request is to allow for the establishment of a autobody, vehicle repair, and maintenance facility; and

WHEREAS, the Town of Greenfield Town Board has approved the rezone request; and

WHEREAS, the Conservation, Planning, and Zoning Committee reviewed and discussed the request as described in petition 17-2015; and

WHEREAS, your Committee, based upon the facts of the request and public testimony heard at the public hearing on August 25, 2015, recommended to the Sauk County Board of Supervisors 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 specifically described in petition 17-2015, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

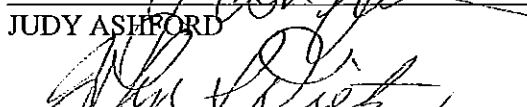
For consideration by the Sauk County Board of Supervisors on September 15, 2015.

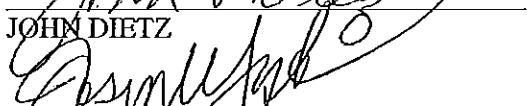
Respectfully submitted,


CONSERVATION, PLANNING, AND ZONING COMMITTEE



GERALD LEHMAN, CHAIR

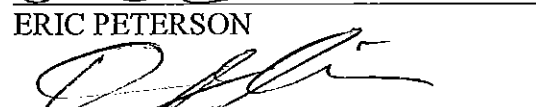

JUDY ASHFORD


JOHN DIETZ


JOSEPH FISH


NATHAN JOHNSON


ERIC PETERSON


DENNIS POLIVKA

Fiscal Note: No Impact
MIS Note: No Impact

KPB

OFFICE OF
SAUK COUNTY CONSERVATION, PLANNING AND ZONING
SAUK COUNTY WEST SQUARE BUILDING
505 BROADWAY
BARABOO, WI 53913
Telephone: (608) 355-3285

NOTICE

PLEASE TAKE NOTICE, that the Conservation, Planning, and Zoning Committee of the Sauk County Board of Supervisors will hold a public hearing on August 25, 2015, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 17-2015 Rezone and Conditional Use. A petition to rezone certain lands from a Resource Conservancy to a Commercial zoning district pursuant to Chapter 7, Sauk County Zoning Ordinance. A petition to consider a conditional use permit pursuant to s.7.039(2) Autobody, vehicle repair and maintenance. Said rezone and conditional use is located in the Town of Greenfield, Sauk County, Wisconsin.

Lands to be affected by the proposed rezone are located in Section 4, T11N, R7E, Town of Greenfield, and further described in Petition 17-2015.

- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.
- II. A. The purpose of the proposed rezone is to establish an automobile restoration and service work facility.
- B. Any person desiring more information may contact the Sauk County Conservation, Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-4834).

Date: August 5, 2015

SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE

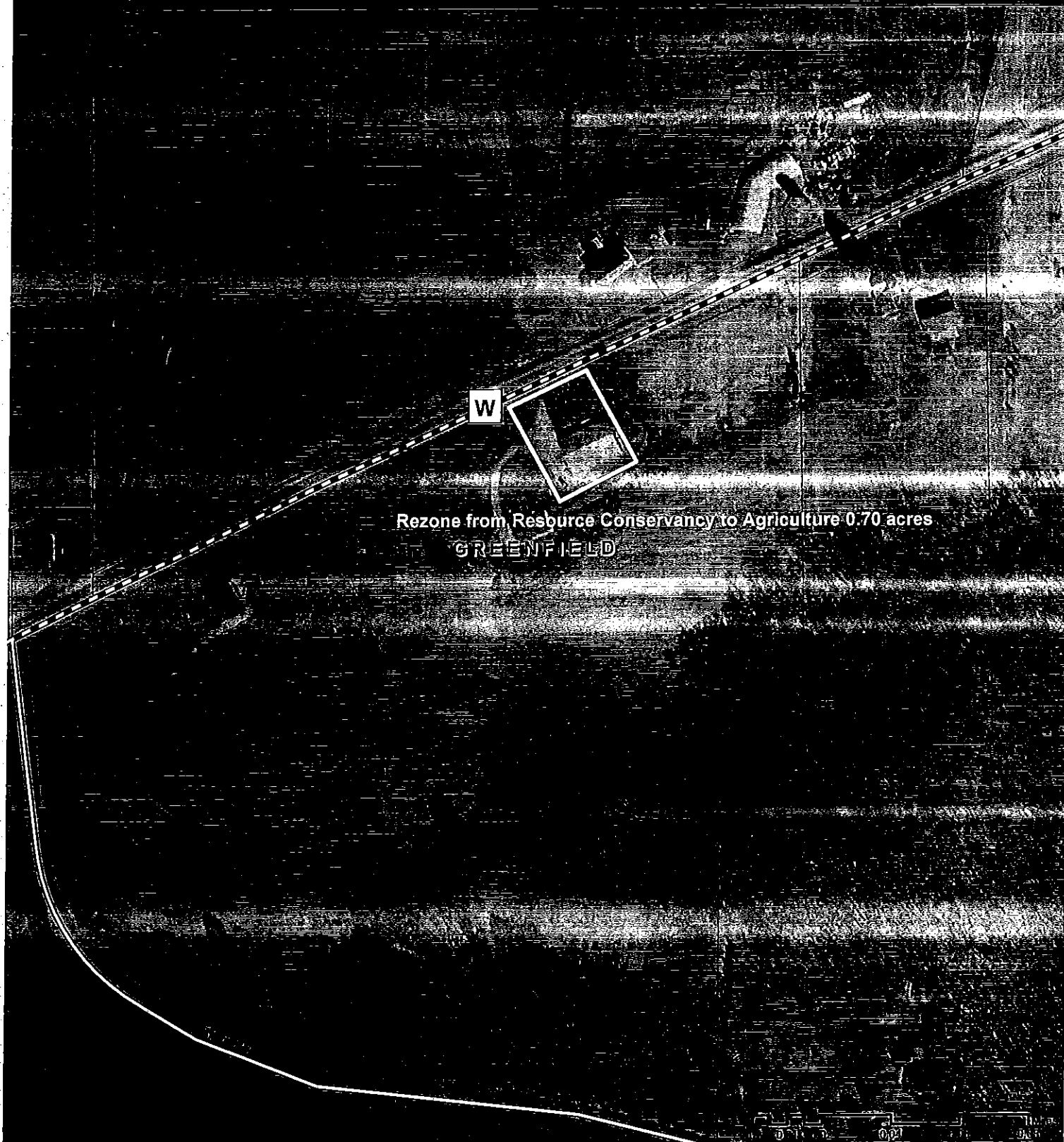
BY: BRIAN SIMMERT
Sauk County Department of Planning and Zoning
505 Broadway Street
Sauk County West Square Building
Baraboo, WI 53913

To be published August 13, 2015 and August 20, 2015

For office use only: Pet. No. 17-2015

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

John Buck, Rezone Petition 17-2015



Legend

Road Centerline

Parcel Boundary

Water

Wetland

Sanitary Sewer

Water Main

Water Right

Zoning

Residential

Commercial

Industrial

Other

Residential

Commercial

Industrial

Other





Staff Report
Conservation, Planning, and Zoning Committee
Jeff Buck, applicant/property owner
Rezone Petition 17-2015

Hearing Date: August 25, 2015

Applicant:

Jeff Buck

Staff:

Brian Simmert, CPZ

355-4834

bsimmert@co.sauk.wi.us

Current Zone:

Resource Conservancy

Proposed Zone:

Agriculture

Relevant Plans:

Town of Greenfield Comprehensive

Area to be Rezoned:

0.70 acres

Applicable Zoning Regulations:

7.039(9) Autobody, vehicle repair, and maintenance.

Notification:

(by U.S. mail, except newspaper)

August 5, 2015: Newspaper

August 5, 2015: CPZ Committee

August 5, 2015: Town Clerk

August 5, 2015: Adjacent Landowners

Town Board Recommendation:

August 11, 2015: Approval of Rezone and CUP

Exhibits:

A. Map of area to be rezoned (cover)

B. Site/Plot Plan

Request

Jeff Buck, hereafter referred to as 'applicant,' is requesting a rezone from a Resource Conservancy to an Agriculture zoning district. The purpose of the rezone request is to enable the applicant to qualify for a Wisconsin Motor Vehicle Wholesalers license for the purpose of purchasing cars at wholesale, refurbishing them, and reselling them to licensed dealers. The business will also provide vehicle service work to include vehicle restoration and custom motorcycle services.

According to the applicant, an existing building will be utilized for the business, days and hours of operation are proposed to be Monday - Friday from 9:00 a.m. to 5:00 p.m. and the business may include one outside employee.

Legal Description of Area

A parcel containing a portion of tax parcel 018-0104-40000 and located in the SE ¼, NE ¼ Section 4, T11N, R7E, Town of Greenfield, Sauk County, Wisconsin, containing 0.70 acres.

Background

Jeff Buck is requesting a rezone to the Agriculture zoning district zoning district to establish a facility to restore vehicles and provide custom motorcycle services

If the rezone is approved, the applicant will also need approval of a Conditional Use Permit by the Conservation, Planning, and Zoning Committee for auto body, vehicle repair and maintenance pursuant to the Sauk County Zoning Ordinance section:

7.039(9) Autobody, vehicle repair and maintenance

Pending the approval of the rezone and conditional use and all permits being issued, the applicant may begin operations by mid - September.

Parking and Access

The site will be designed to meet parking requirements pursuant to the Sauk County Zoning Ordinance section 7.092 (5) Parking Requirements (d) Flex Parking , which requires a parking to be provided based on an applicants' demonstration that sufficient parking space is available to allow vehicles to park safely without obstructing traffic. The number of proposed parking spaces is three. According to the Sauk County Zoning Ordinance, an auto repair facility is required to provide 9 parking spaces per 1,000 square feet of floor area devoted to this use. The reduction to three spaces recognizes that this facility will primarily be utilized to refurbish wholesale vehicles and services to retail walk-in customers will not be a primary business focus.

Access to the site will be provided by an existing driveway from County Road W that is currently used by an existing residence. The Sauk County Highway Department did not identify any safety issues related to this access.

Town of Greenfield

The Town of Greenfield recommended approval of the rezone and conditional use at their August 11, 2015 Town Board meeting. The town did not provide information as to how the use is consistent with the town's comprehensive plan

Adjacent Zoning and Land Uses (also shown in Exhibit A)

Direction	Zoning	Land Use
Property	Resource Conservancy	Residence/Pole Building
North	Resource Conservancy	Residence
South	Resource Conservancy	Woods
East	Resource Conservancy	Residence
West	Resource Conservancy	Residence

Zoning Map Amendment Standards pursuant to 7.141(8)

In its review and action on the application, the agency (CPZ Committee) shall make findings with respect to the following criteria:

- (a) The proposed map amendment is consistent with the overall purpose and intent of this chapter (Sauk County Zoning Ordinance).

Staff comment: The rezone as proposed is consistent with the overall purpose and intent of the Sauk County Zoning Ordinance which is to protect public health, safety and welfare of Sauk County residents and the public, to plan for future development of communities, and to further the purposes contained in Wis. Stat. § 59.69(1).

- (b) The proposed map amendment is consistent with the Sauk County Comprehensive Plan and the Farmland Preservation Plan, if applicable.

Staff comment: Both the Sauk County Farmland Preservation Plan and Sauk Comprehensive Plan do not provide direct guidance to decision makers regarding a rezone out of Resource Conservancy zoning to accommodate an auto body, vehicle repair and maintenance facility. However, the minimum amount of land necessary (0.70 acres) to accommodate the proposed use and rezone to an agriculture zoning district, will maintain the intended future land uses in the area insofar that the rezone is not to an intensive zoning district, such as commercial. Additionally, the Sauk County Comprehensive Plan supports this type of rural economic development.

- (c) Factors have changed from the time of initial ordinance adoption that warrant the map change, or an error, inconsistency, or technical problem administering this chapter as currently depicted has been observed.

Staff comment: The county zoning ordinance was repealed, recreated, and adopted by the Sauk County Board of Supervisors in February 2014. The official zoning maps included as part of the new zoning ordinance are not meant to anticipate future land uses, thereby applying certain zoning on an assumption of future land uses. The zoning ordinance does, however, include a rezoning process to evaluate zoning changes on current conditions and needs basis.

Committee Action Options

Approve Petition 17-2015, based on the facts of the request presented at the public hearing, that the Town of Greenfield Board recommends approval of the rezone, and that the proposed rezone appears to be consistent with respective plans and meets the standards and findings for rezoning pursuant to 7.141(8).

Disapprove Petition 17-2015, based on the facts of the request presented at the public hearing and that the rezone does not meet the standards and findings for rezoning pursuant to 7.141(8).

Modify and Approve Petition 17-2015. Not Recommended.

Staff Recommendation

Staff recommends that the CPZ Committee base their decision upon the findings on whether the standards and findings pursuant to 7.141(8) are met and recommendation from the Town of Greenfield. If the Committee believes the standards are met, staff recommends approval of petition 17-2015.

REZONING APPLICATION SITE / PLOT PLAN

A PORTION OF
SAUK COUNTY TAX PARCEL 018-0104-40000
BEING A PORTION OF LOT 5 OF
SAUK COUNTY CERTIFIED SURVEY MAP 3593

LOCATED IN
THE SW 1/4-NE 1/4 OF SECTION 4,
TOWN 11 NORTH, RANGE 7 EAST,
TOWN OF GREENFIELD, SAUK COUNTY, WISCONSIN

PREPARED FOR:

JEFFREY J. BUCK
51014 E. COUNTY ROAD 70 W
BARABOO, WISCONSIN 53813

DESCRIPTION OF LANDS TO BE REZONED:

A PARCEL OF LAND CONTAINING A PORTION OF SAUK COUNTY TAX PARCEL 018-0104-40000, BEING A PORTION OF LOT 5 OF SAUK COUNTY CERTIFIED SURVEY MAP 3593, LOCATED IN THE SW 1/4-NE 1/4 OF SECTION 4, TOWN 11 NORTH, RANGE 7 EAST, TOWN OF GREENFIELD, SAUK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1.25 INCH OUTSIDE DIAMETER IRON PIPE MARKING THE WEST LINE OF LOT 5 OF CSM 3593 AT THE SOUTH RIGHT-OF-WAY LINE OF COUNTY TRUNK ROAD (CLIN 117); THENCE N 85°47'07" E, A DISTANCE OF 306.95 FEET ALONG SAID SOUTH RIGHT-OF-WAY TO THE POINT OF BEGINNING;

THENCE N 24°12'53" W, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID LOT 5;

THENCE N 85°47'07" E, A DISTANCE OF 170.00 FEET ALONG SAID NORTH LINE;

THENCE S 24°12'53" E, A DISTANCE OF 180.00 FEET;

THENCE S 85°47'07" W, A DISTANCE OF 170.00 FEET;

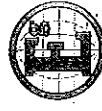
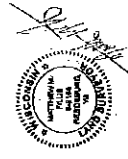
THENCE N 24°12'53" W, A DISTANCE OF 147.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL OF LAND CONTAINS 30,800 SQUARE FEET OR 0.70 ACRES OF LAND.

END OF DESCRIPTION

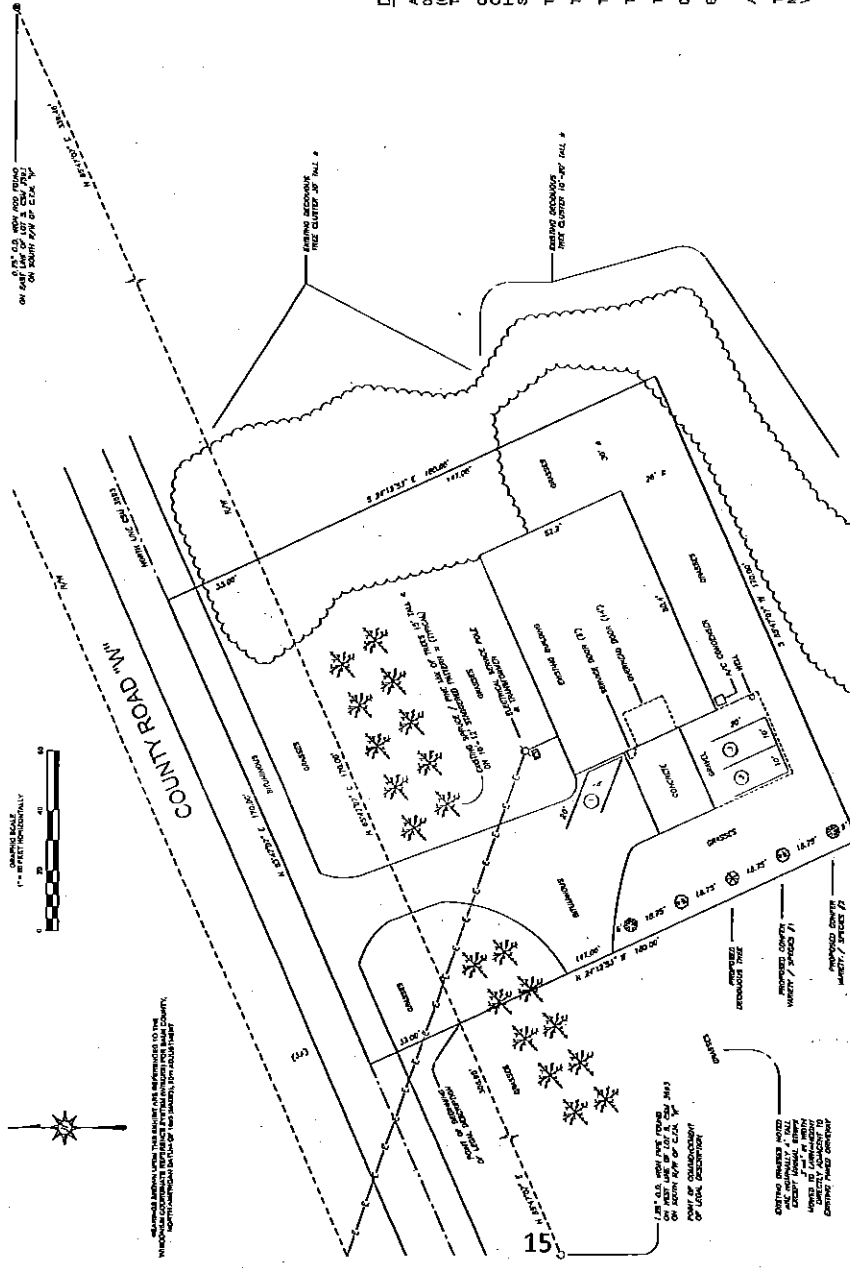
AS GIVEN JULY 21, 2015 BY:

THE EXCELSIOR GROUP, LLC
MATTHEW M. ELLIS
WISCONSIN PROFESSIONAL LAND SURVEYOR 2185



The Excelsior Group, LLC
Surveying & Land Planning
Matthew M. Ellis, Professional Surveyor
Wisconsin Professional Land Surveyor 2185
1000 North Street - Madison, Wisconsin 53703
Phone: 608.261.1111 - Fax: 608.261.1112

SHEET 1 OF 1



AERIAL PHOTO OF SITE - TAKEN OPPOSITE DIRECTION FACING SOUTHWEST



Agriculture Zoning District

Chapter 7 Sauk County Zoning Ordinance, Subchapter IV

This information herein is only a brief summary of the zoning district and may not be a complete and accurate representation of the applicable law. This information is not meant to replace or change the existing Sauk County Ordinances. Sauk County makes no representations or warranties with respect to the accuracy of the information presented and its employees shall not be liable for any loss, damage or inconvenience arising from the use of the information contained herein.

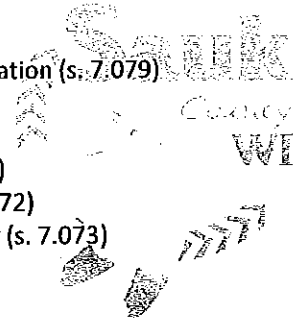
The agriculture (AG) zoning district provides for a mix of residential housing and farm operations.

Permitted Uses (Land use permit required)

- **Agricultural uses**
 - Agriculture incubator
 - Agriculture-related businesses
 - Aquaculture facility (s. 7.045)
 - Food processing facility (s. 7.084)
 - Agriculture (s. 7.046)
 - Roadside stand and farmer's market (s. 7.076)
- **Art uses**
 - Art gallery (s. 7.050)
- **Community uses**
 - Child care center, 8 or fewer people (s. 7.051)
 - Government facilities, buildings, and uses (s. 7.074 (1) + 7.080)
- **Food business uses**
 - Grocery store, confectionary, bakery, deli, and meat market (s. 7.084)
- **General Uses**
 - Accessory structure, detached (s. 7.075)
 - Accessible elements (s. 7.081)
 - Ponds (depending on size – see s. 7.063)
- **Home business uses**
 - Home-based business (depending on size, s. 7.052)
- **Recreational living uses**
 - Camping (s. 7.055)
- **Residential uses**
 - Dwelling temporarily used during construction (s. 7.057)
 - Single family dwelling (s. 7.074 (3) Subch. IX), . 7.075)
- **Resource uses**
 - Solar energy system (s. 7.078)
 - Wind energy system (s. 7.078)
 - Gasification energy system (s. 7.078)
 - Nonmetallic mining site, less than 1 acre, not exceeding 24 months (s. 7.061, s. 7.074 (2))
 - Transportation, communications, pipeline, electric transmission, utility, or drainage uses (s. 7.074 (1))
- **Storage and fabrication uses**
 - Seasonal storage of recreational equipment and motor vehicles (s. 7.082)

Conditional Uses (Conservation, Planning, & Zoning Committee approval + land use permit required)

- **Agricultural uses**
 - Agricultural tourism (s. 7.044)
 - Landscaping center
 - Sawmill (s. 7.048)
 - Livestock harvest facility (s. 7.049)
 - Stable and equestrian facility (s. 7.049)
- **Art uses**
 - Art studio (s. 7.050)
- **Community uses**
 - Cemetery, mausoleum (s. 7.074 (1))
 - Places of worship (s. 7.074 (1))
- **Education uses**
 - Library, museum (s. 7.074 (1))
 - Public/private elementary and secondary schools, colleges, universities, technical institutes, and related facilities (s. 7.074 (1))
- **Recreational uses**
 - Animal sanctuary
 - Sport shooting range (s. 7.054)
- **Recreational living uses**
 - Bed and breakfast establishment (s. 7.083)
 - Resort (s. 7.087)
- **Residential uses**
 - Multiple family dwelling, 2 units
 - Temporary secondary dwelling for dependency living arrangements or agricultural use (s. 7.059)
- **Retail sales and service uses**
 - Animal grooming, veterinary clinic (s. 7.085)
 - Kennel (s. 7.064)
 - Auto body, vehicle repair and maintenance (s. 7.065)
- **Storage and fabrication uses**
 - Storage yard (s. 7.066)
 - Metal and wood fabrication (s. 7.079)
- **Waste uses**
 - Junkyard (s. 7.070)
 - Landfill, clean (s. 7.071)
 - Landfill, sanitary (s. 7.072)
 - Rendering plant facility (s. 7.073)



Special Exceptions (Board of Adjustment approval + land use permit required)

- Recreational living uses
 - Lodging house (s. 7.083)
- Resource uses
 - Nonmetallic mining site, > 1 acres (S. 7.060, s 7.074 (2))
 - Nonmetallic mining site, 1-15 acres, not exceeding 24 months (s. 7.062 s 7.074 (2))

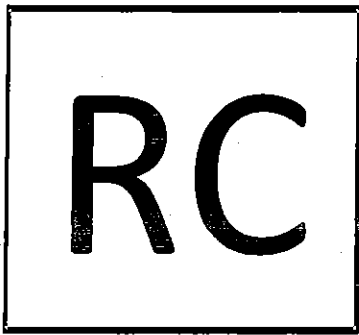
Lot Area, Setbacks, & Height Requirements (Subchapter VII)

- Minimum lot area: 1 acre
- Minimum lot width at building setback line: 100 feet
- Maximum building height
 - Principal: 45 feet
 - Accessory: 75 feet
- All accessory structures now require a land use permit
- Principal and accessory structure minimum setbacks
 - Side: 10 feet
 - Rear: 25 feet
 - Front: 25 feet
 - Fences and walls > 6 ft tall and > 50% opacity are considered structures, so they require a permit and must meet setback requirements
- Minimum floor area of principal structure: 500 feet (s. 7.093 (10))
- Road setbacks (distance from right-of-way line)
 - State and Federal highways: 50 feet
 - County roads: 42 feet
 - Town roads: 30 feet
 - Exceptions: see s. 7.098 (4)
- Structures permitted within setbacks
 - Bay windows, balconies, chimneys, etc. extending < 3 feet into setback
 - Platforms, walks, and drives < 6 inches above average ground level

Setback Requirements for Livestock-Related and Manure Storage Structures

- Livestock structures, < 1,000 animal units: 100 feet from road and property line
- Livestock structures, > 1,000 animal units: 150 feet from road, 200 feet from property line
- Manure storage structures: 350 feet from road and property line





Resource Conservancy Zoning District

Chapter 7 Sauk County Zoning Ordinance, Subchapter IV

This Information herein is only a brief summary of the zoning district and may not be a complete and accurate representation of the applicable law. This information is not meant to replace or change the existing Sauk County Ordinances. Sauk County makes no representations or warranties with respect to the accuracy of the information presented and its employees shall not be liable for any loss, damage or inconvenience arising from the use of the information contained herein.

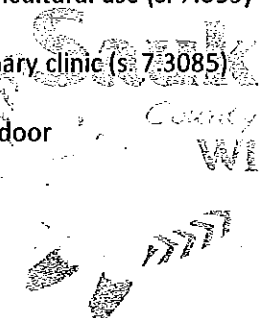
The resource conservancy (RC) zoning district provides for the protection, maintenance, and enhancement of open space and rural character. Land uses allowed in the RC district are integral to conserving natural resources and sustaining a high-quality natural environment.

Permitted Uses (Land use permit required)

- **Agricultural uses**
 - Agriculture incubator
 - Aquaculture facility (s. 7.045)
 - Food processing facility (s. 7.084)
 - Agriculture (s. 7.046)
 - Roadside stand and farmer's market (s. 7.076)
- **Art uses**
 - Art gallery (s. 7.050)
- **Community uses**
 - Child care center, 8 or fewer people (s. 7.051)
 - Government facilities, buildings, and uses (s. 7.074 (1); s. 7.080)
- **Food business uses**
 - Grocery store, confectionary, bakery, deli, and meat market (s. 7.084)
- **General Uses**
 - Accessory structure, detached (s. 7.075)
 - Accessible elements (s. 7.081)
 - Ponds (depending on size – see s. 7.063)
- **Home business uses**
 - Home-based business (depending on size, s. 7.052)
- **Recreational living uses**
 - Camping (s. 7.055)
- **Residential uses**
 - Dwelling temporarily used during construction (s. 7.057)
 - Single family dwelling (s. 7.075; s. 7.074 (3); Subch. IX)
- **Resource uses**
 - Solar energy system (s. 7.078)
 - Wind energy system (s. 7.078)
 - Gasification energy system (s. 7.078)
 - Nonmetallic mining site, < 1 acre, not exceeding 24 months (s. 7.061; s. 7.074 (2))
 - Transportation, communications, pipeline, electric transmission, utility, or drainage uses (s. 7.074 (1))
- **Storage and fabrication uses**
 - Seasonal storage of recreational equipment and motor vehicles (s. 7.082)

Conditional Uses (Conservation, Planning, & Zoning Committee approval + land use permit required)

- **Agricultural uses**
 - Agriculture-related business
 - Agricultural tourism (s. 7.044)
 - Landscaping center
 - Sawmill (s. 7.048)
 - Livestock harvest facility (s. 7.049)
 - Stable and equestrian facility (s. 7.049)
- **Art uses**
 - Art studio (s. 7.050; s. 7.052)
- **Community uses**
 - Cemetery, mausoleum (s. 7.074 (1))
 - Places of worship (s. 7.074 (1))
- **Education uses**
 - Library, museum (s. 7.074 (1))
 - Public/private elementary and secondary schools, colleges, universities, technical institutes, and related facilities (s. 7.074 (1))
- **Recreational uses**
 - Sport shooting range (s. 7.054)
- **Recreational living uses**
 - Bed and breakfast establishment (s. 7.083)
 - Resort (s. 7.087)
- **Residential uses**
 - Multiple family dwelling, 2 units
 - Temporary secondary dwelling for dependency living arrangements or agricultural use (s. 7.059)
- **Retail sales and service uses**
 - Animal grooming, veterinary clinic (s. 7.3085)
 - Kennel (s. 7.064)
 - Retail establishment, outdoor
- **Storage and fabrication uses**
 - Storage yard (s. 7.066)
- **Waste uses**
 - Landfill, clean (s. 7.071)



Special Exceptions (Board of Adjustment approval + land use permit required)

- Recreational living uses
 - Lodging house (s. 7.083)
- Resource uses
 - Nonmetallic mining site, 1-15 acres, not exceeding 24 months (s. 7.062 s 7.074 (2))

Lot Area, Setbacks, & Height Requirements (Subchapter VII)

- Minimum lot area: 35 acres (see Subch. IX for exceptions)
- Minimum lot width at building setback line: 100 feet
- Maximum building height
 - Principal: 45 feet
 - Accessory: 75 feet
- All accessory structures now require a land use permit
- Principal and accessory structure minimum setbacks
 - Side: 10 feet
 - Rear: 25 feet
 - Front: 25 feet
- Minimum floor area of principal structure: 500 feet (s. 7.093 (10))
- Road setbacks (distance from right-of-way line)
 - State and Federal highways: 50 feet
 - County roads: 42 feet
 - Town roads: 30 feet
 - Exceptions: see s. 7.098 (4)
- Structures permitted within setbacks
 - Bay windows, balconies, chimneys, etc. extending < 3 feet into setback
 - Platforms, walks, and drives < 6 inches above average ground level
 - Fences and walls > 6 ft tall and > 50% opacity are considered a structure (see s. 7.144 (3))

Setback Requirements for Livestock-Related and Manure Storage Structures

- Livestock structures, < 1,000 animal units: 100 feet from road and property line
- Livestock structures, > 1,000 animal units: 150 feet from road, 200 feet from property line
- Manure storage structures: 350 feet from road and property line



RESOLUTION NO. 96-15

**AUTHORIZING THE COUNTY TO JOIN THE SOUTH CENTRAL WISCONSIN CHIEF
ELECTED OFFICIALS WORKFORCE DEVELOPMENT BOARD CONSORTIUM**

WHEREAS, Sauk County is presently within the South Central Wisconsin local area established under the Workforce Investment Act and certain citizens of Sauk County are receiving job training and other Workforce Development program assistance funded under the Workforce Development program which is administered by the Workforce Development Board of South Central WI and the South Central Wisconsin Local Elected Officials Consortium; and,

WHEREAS, Sauk County presently has an appointed representative serving on the South Central Wisconsin Local Elected Officials Consortium and also has appointed members serving on the Workforce Development Board of South Central WI; and,

WHEREAS, the Workforce Innovation and Opportunity Act has been enacted by Congress in replacement of the Workforce Investment Act, and allows local governments to form a consortium to create a Local Workforce Investment Area; and,

WHEREAS, under the Workforce Innovation and Opportunity Act:

1. Each county in the consortium must designate a "chief elected official" to represent the county as a member of the consortium board, which board is empowered to enter into contractual and other agreements necessary to carry out the purposes of the Workforce Innovation and Opportunity Act; and,
2. The consortium must designate an administrative/fiscal agent to administer the program on behalf of the consortium; and,

WHEREAS, Sauk County desires to enter into the *Chief Elected Officials Consortium Agreement of the South Central Wisconsin Workforce Development Area for the Wisconsin Counties of Columbia, Dane, Dodge, Jefferson, Marquette, and Sauk Under the Workforce Innovation and Opportunity Act of 2014 – Public Law – 113-128*, with the South Central Wisconsin Counties of Columbia, Dane, Dodge, Jefferson, Marquette, and Sauk, which previously comprised the South Central Wisconsin Local Elected Officials Consortium, to continue receiving federal assistance available for workforce programs and training available under the Workforce Innovation and Opportunity Act and serve as the Chief Elected Officials Consortium for the South Central Wisconsin Workforce Development Area; and,

WHEREAS, a copy of the *Chief Elected Officials Consortium Agreement of the South Central Wisconsin Workforce Development Area for the Wisconsin Counties of Columbia, Dane, Dodge, Jefferson, Marquette, and Sauk Under the Workforce Innovation and Opportunity Act of 2014 – Public Law – 113-128* (hereinafter "the *Chief Elected Officials Consortium Agreement*"), has been marked for identification as Exhibit "A", and has been attached hereto; and,

WHEREAS, a copy of an *Executive Summary of Chief Elected Officials Consortium Agreement for the South Central Wisconsin Workforce Development Area for the Wisconsin Counties of Columbia, Dane, Dodge, Jefferson, Marquette and Sauk – Under the Workforce Innovation and Opportunity Act of 2014 – Public Law – 113-128 – prepared August 20, 2015*, has been marked for identification as Exhibit "B", and has been attached hereto;

RESOLUTION NO. 96-2015
AUTHORIZING THE COUNTY TO JOIN THE SOUTH CENTRAL WISCONSIN CHIEF ELECTED
OFFICIALS WORKFORCE DEVELOPMENT BOARD CONSORTIUM
PAGE 2

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby authorizes that the Sauk County Board of Supervisors shall enter into an agreement to create a consortium as stated in the *Chief Elected Officials Consortium Agreement*, attached hereto as Exhibit "A", to consist of the Wisconsin Counties of Columbia, Dane Dodge, Jefferson, Marquette and Sauk, which will come together to create the South Central Local Workforce Development Area under the Workforce Innovation and Opportunity Act; and,


BE IT FURTHER RESOLVED, that the Sauk County Board of Supervisors hereby authorizes and directs Sauk County Board Supervisor, Martin F. Krueger, to serve as Sauk County's designated Chief Elected Official until his successor is installed, with signatory authority to execute agreements as necessary for Workforce Innovation and Opportunity Act purposes.

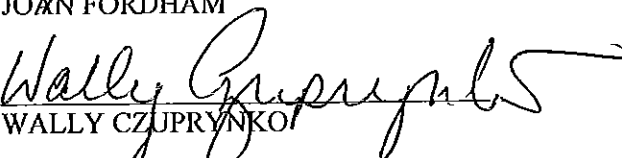
For consideration by the Sauk County Board of Supervisors on September 15, 2015.

Respectfully submitted,

EXECUTIVE AND LEGISLATIVE COMMITTEE


MARTIN F. KRUEGER, Chair


JOAN FORDHAM


WALLY CZUPRYNSKI


JOE FISH


DENNIS B. POLIVKA

FISCAL NOTE: Participation on this consortium will result in payment of per diem and mileage for participation by the chief elected official.

MIS NOTE: No MIS impact.

KPB

Chief Elected Officials
Consortium Agreement

Of the

South Central Wisconsin Workforce Development Area

For the Wisconsin Counties of
Columbia, Dane, Dodge, Jefferson, Marquette and Sauk

Under the Workforce Innovation and Opportunity Act
Of 2014

Public Law – 113-128

This Agreement, made and entered into this _____ day of
_____ 2015, by and between the COUNTIES OF Columbia, Dane,
Dodge, Jefferson, Marquette and Sauk in the State of Wisconsin (hereinafter, the
Counties):

WITNESSETH:

WHEREAS, the County Board of Supervisors of the aforementioned counties did
Previously adopt resolutions authorizing the County Board Chairperson or the County
Executive to sign a Consortium Agreement creating the South Central Wisconsin Workforce
Development Area Consortium under section 66.0301(2), Wisconsin Statutes, in order to
administer the Provisions of Public Law 113-128, the federal Workforce Innovation and
Opportunity Act and

WHEREAS, the County Board of Supervisors of each of the aforementioned counties has
adopted a resolution authorizing the County Board Chairperson or County Executive to
sign this "Consortium Agreement of the South Central Wisconsin Workforce Development
Area Counties under the Workforce Innovation and Opportunity Act (P.L. 113-128)"
(hereinafter, the "CEO Consortium Agreement"):

NOW, THEREFORE, in consideration of the above premises and the mutual covenants
of the parties hereinafter set forth, the receipt and each party acknowledges
sufficiency of which for itself, the Counties do hereby agree to the following CEO
Consortium Agreement.

Agreement

SECTION 1: That the Wisconsin Counties of Columbia, Dane, Dodge, Jefferson,

Marquette, and Sauk, under Section 66.0301(2), Wisconsin Statutes, do hereby constitute themselves to be a consortium for the purposes of Section P.L. 113-128 (Workforce Innovation and Opportunity Act) as described in 29 USC chapter 32.

SECTION 2: The chief local elected officials (the chairpersons of the County Board of Supervisors or County Executives) or the designees of said officials of the Counties in paragraph 1 shall constitute the Workforce Development Area Consortium of Supervisors (hereinafter, the "Consortium") which shall appoint the Workforce Development Board under the Workforce Innovation and Opportunities Act, Section 29 USC Chapter 32.

SECTION 3: The Consortium shall elect from its membership a Chairperson, a Vice-Chairperson and such other officers as may be provided in the by-laws to serve for a term of one year or until a successor is elected and qualified. Vacancies shall be filled by election for the remainder of the unexpired term. The Chairperson may appoint the Executive Director of the administrative entity or a staff person of one of the consortium member counties to serve as Consortium clerk.

SECTION 4: Roberts Rules of Order, shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules or by-laws duly adopted by the Consortium.

SECTION 5: The Consortium may adopt operational and procedural bylaws consistent with this Charter, applicable federal and state laws, and rules or regulations pursuant thereto. By-laws or amendments thereto may be adopted by the affirmative vote of 2/3 of the entire membership of the Consortium at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

SECTION 6: The Consortium shall appoint the Workforce Development Board of the area, In accordance with the requirements established by the Governor and the criteria established under 29 USC 3122(b), the CEO appoints the members of the local board from the individuals nominated or recommended to be such members according to 29 USC 3122(c)(1)(B). The Local Elected Officials may, by a majority vote as described in the Local Elected Official's Charter Agreement, remove any WDBSCW member, without having to show cause for removal, unless and to the extent that, such cause is required by applicable law. The WDBSCW may recommend to the local Elected Officials the removal of a member.

SECTION 7: The Consortium shall execute an agreement with the Workforce Development Board for the operation and functions of the Board under WIOA (29) USC Chapter 32). The Consortium is the grant recipient of the Workforce Innovation grant funds and shall be liable for any miss use of the grant funds allocated to the local area, unless the chief elected official reaches an agreement with the reaches an agreement with the Governor to bear such liability. 29 USC 3122(d)(12)(B)(i)(I) and (II). The Consortium will directs the Board to receive the Workforce Innovation and Opportunity Act funds on behalf of the Consortium

and serve as administrative entity and fiscal agent and disburse funds at the direction of the local board pursuant to the requirements of 29 USC Chapter 32, subchapter II. 29 USC 3122(d)(12)(B)(i)(III). In the role as grant administrator and fiscal agent the WDBSCW shall:

1. Conduct an annual agency-wide unqualified audit, per the requirements of the State of Wisconsin Department of Workforce Development and shall provide each Local Elected Official with a complete copy of the audit, including any management letter. A copy of any audit response by the WDBSCW shall also be provided to the Local Elected Officials.
2. Maintain both general liability and errors and omissions coverage for past and future liabilities to protect the local Elected Officials and their respective counties.
3. Maintain a \$20,000 undesignated fund to cover disallowed costs. In the case of any misuse of grant funds allocated to the local area beyond the parameters state above, the Consortium agrees to assume liability as follows (29 USC 3122(d)(12)(B)(i)(I) and (II): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds. For example, if WIOA funds are misused only by the employee(s) or subcontractor(s) of one member of the Consortium, then only that county shall be held liable for the repayment of the misused funds. If more than one Consortium member is involved, then the respective counties will attempt to reach an agreement as to relative liabilities based upon the facts of the situation. If the counties are unable to reach agreement, then DWD shall make the determination as to respective liabilities.

SECTION 8: The Consortium shall perform all functions for local elected officials as contained in P.L.113.128, the Workforce Innovation and Opportunities Act including:

1. Submit a request for initial designation of a workforce development area and consult with the Governor on the initial designation and future redesignation of a Workforce Development Area. 29 USC 3121(b)(2). 29 USC 3121(b)(1)(A)(ii).
2. Work with the local board to:
 - a) Develop and submit to the Governor a comprehensive 4-year local plan for the region that is consistent with the State plan. 29 USC 3122 (d)(1) and 3123(a).
 - i. Consult with the State to identify regions, consistent with the considerations described in 29 USC 3121(b)(1)(B). 29 USC 3121 (a)(1).
 - ii. Engage in a regional planning process and prepare, submit, and obtain approval of a single regional plan consistent with the requirements in 29 USC 3121 (c).
 - b) Use funds available as described in section 29 USC 3163(b)(4) and use nonfederal funds available to the local area that the CEO and local board determine are appropriate and available for that use. 29 USC 3131.

- c) Annually, review and approval of the local board's budget for the activities of the local board. 29 USC 3122(d)(12)(A).
 - d) Work with the local board to conduct oversight with respect to local programs of youth activities authorized under 29 USC 3164(c), local employment and training activities authorized under 29 USC 3174(c) and(d), and the one-stop delivery system in the local area.; and ensure the appropriate use and management of the WIOA funds provided for these activities and one-stop delivery system; and for workforce development activities, ensure the appropriate use, management and investment of funds to maximize performance outcomes under section 29 USC 3141. 29 USC 3122(d)(8).
 - e) In cooperation with the local board, competitively designate or certify One Stop Operators, as described in 29 USC 3151(d)(2)(A) or terminate for cause the eligibility of such operators. 29 USC 3122(d)(10)(A).
 - f) Review and approve a Memorandum of Understanding (MOU) between the local board and the One Stop Partners, relating to the operation of the One Stop delivery system in the local area, consistent with the requirements in 29 USC 3151(c)(2). 29 USC 3151(c)(1).
 - g) In agreement with the local board, conduct oversight of the one-stop delivery system. 29 USC 3151(a)(3) and consult with the State as it establishes objective criteria and procedures used to evaluate the operation of the one-stop center as described in 29 USC 3151(g).
 - h) Consult with the local board, the One Stop Operator, and the One-Stop Partners regarding funding of the One-Stop infrastructure as described in 29 USC 3151(h).
3. Engage in Consultation with Governor as described in 29 USC 3151,3162, 3173
- a) Consult with the Governor as he or she establishes guidance for infrastructure one stop funding (29 USC 3151(h)(1)(B) and determines funding as described in 29 USC 3151(h)(2)(C).
 - b) Consult with the Governor as he/she determines funding allocation for youth activities and a statewide workforce investment activities under 29 USC 3162(b)(1)(C). 29 USC 3163(b)
 - c) Consult with the Governor as he/she determines funding allocation for adult employment and training activities and a statewide workforce investment activities under 29 USC 3172(b)(1)(B). 29 USC 3173(b)(1).

4. Performance Measurements

- a) Work with the local board and the Governor to negotiate and reach agreement on local performance measures: 29 USC 3122(d)(9).
- b) Determine whether to appeal a gubernatorial reorganization determination made under 29 USC 3141(g)(A) to the Governor under 29 USC 3141(g)(B)(i) and to the Secretary of the U.S. Department of Labor under 29 USC 3141(g)(B)(ii).

SECTION 9: This Consortium agreement shall be effective when approved by Resolutions adopted by the County Board of Supervisors of each county party hereto and executed by the chief elected official thereof pursuant to said resolution and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements under P.L. 113-128, the Workforce Innovation and Opportunity Act.

SECTION 10: Amendments to the Consortium agreement may be adopted with the concurrence of the Board of Supervisors of each county party hereto. The Consortium may be dissolved and this agreement may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.

IN WITNESS WHEREOF, the parties hereto have caused this Charter Agreement to be executed by the Chairperson of the County Board of Supervisors or the County Executive of the aforementioned Counties.

For Columbia County:
By: Vern E. Gove
Columbia County Board Chair

Signature: _____ Date: _____

For Dane County:
By: Joseph P Parisi
Dane County Executive

Signature: _____ Date: _____

For Dodge County:
By: Russell Kottke
Dodge County Board Chair

Signature: _____ Date: _____

For Jefferson
By: James Schroeder
Jefferson County Board Chair

Signature: _____ Date: _____

For Marquette County
By: Robert Miller
Marquette County Board Chair

Signature: _____ Date: _____

For Sauk County
By: Marty Krueger
Sauk County Board Chair

Signature: _____ Date: _____

Executive Summary of Chief Elected Officials Consortium Agreement for the South Central Wisconsin Workforce Development Area for the Wisconsin Counties of Columbia, Dane, Dodge, Jefferson, Marquette and Sauk - Under the Workforce Innovation and Opportunity Act Of 2014 - Public Law - 113-128 - Prepared August 20, 2015

The purpose of the Local Elected Officials Agreement is to constitute a consortium among the south central Wisconsin Counties of Columbia, Dane, Dodge, Jefferson, Marquette and Sauk for the purposes of serving as an oversight entity to fulfill the intent of the Workforce Innovation and Opportunity Act, Section P.L. 113-128 as described in 29 USC chapter 32.

Responsibilities of the chief elected officials Consortium are:

1. To serve as the Workforce Development Area Consortium of Supervisors (hereinafter, the "Consortium")
2. Appoint the Workforce Development Board under the Workforce Innovation and Opportunities Act, Section 29 USC Chapter 32.
3. To execute an agreement with the Workforce Development Board for the operation and functions of the Board under WIOA (29) USC Chapter 32).

The Consortium will direct the Board to receive the Workforce Innovation and Opportunity Act funds on behalf of the Consortium and serve as administrative entity and fiscal agent and disburse funds at the direction of the local board pursuant to the requirements of 29 USC Chapter 32, subchapter II. 29 USC 3122(d)(12)(B)(i)(III). In the role as grant administrator and fiscal agent the WDBSCW shall:

- a. Conduct an annual agency-wide unqualified audit, per the requirements of the State of Wisconsin Department of Workforce Development and shall provide each Local Elected Official with a complete copy of the audit.
- b. Maintain both general liability and errors and omissions coverage for past and future liabilities to protect the local Elected Officials and their respective counties.
- c. Maintain a \$20,000 undesignated fund to cover disallowed costs. In the case of any misuse of grant funds allocated to the local area beyond the parameters state above,

Additionally, The Consortium shall perform all functions for local elected officials as contained in P.L.113.128, the Workforce Innovation and Opportunities Act including:

1. Submit a request for initial designation of a workforce development area
2. Work with the local board to:
 - a. Develop and submit to the Governor a comprehensive 4-year local plan;
 - b. conduct oversight with respect to local programs for youth, local employment and training activities and the one-stop delivery system in the local area

The Consortium agreement shall be effective when approved by Resolutions adopted by the County Board of Supervisors of each county and signed by the County Board designee.

Chief Elected Officials Agreement With Workforce Development Board of South Central WI

THIS AGREEMENT, is made and entered into by and between the Chief Elected Officials (CEOs) of Columbia, Dane, Dodge, Jefferson, Marquette, and Sauk Counties as represented by the Dane County Executive and the Columbia, Dodge, Jefferson, Marquette, and Sauk County Board Chairs and the Workforce Development Board of South Central Wisconsin, Inc. (WDBSCW).

WHEREAS the Chief Elected Officials are the appointing authorities for members of the WDBSCW under Public Law 113-128, and

WHEREAS, the Chief Elected Officials representing the 6 south central Wisconsin Counties and the WDBSCW, are required to enter into operational agreements under Public Law 113-128

THEREFORE, the Chief Elected Officials and the WDBSCW agree to the following:

I. Purpose:

The purpose of the WDBSCW shall be to contribute to the development of an integrated, customer focused, workforce development system through planning services, administering programs, and working in close partnership with employers, agencies, units of government, and other workforce development partners. The Chief Elected Officials of the South Central Wisconsin Workforce Development Area in accordance with the Chief Elected Official's Consortium Agreement shall appoint the WDBSCW membership. The WDBSCW shall be responsible for executing duties and responsibilities designated through the Workforce Innovation and Opportunity Act of 2014 and as assigned in a manner in-keeping with the trust of the appointment and the best interests of the citizens of the South-Central Wisconsin-Workforce Development Area, the appointing authorities, and the State of Wisconsin.

II. Duties and Responsibilities of WDBSCW:

- A. Summary: The WDBSCW shall perform duties required under the Workforce Innovation and Opportunity Act of 2014 to include: establish and maintain a private not-for profit, 501(c) 3 corporation to serve as the grant recipient on behalf of the Chief Elected Officials Consortium and administrative entity for the Workforce Innovation and Opportunity Act funds; hire the chief executive officer of the corporation; develop, implement, and monitor the local WIA Plan; and adopt fiscal and personnel procedures that meet the requirements of all applicable laws.
- B. Organizational Bylaws: The Workforce Development Board of South Central WI will

maintain bylaws for the corporation that include the following:

1. How the Officers of the corporation are elected among the representatives.
 2. All members shall be appointed for a term of three (3) years. Initial members shall be appointed for one (1), two (2), or three (3) years to establish staggered terms.
 3. Description of the standing committees of the Board to assure that the capacity has been established to develop and execute the local plan to include: research and analysis of regional labor market information, information and assistance with issues related to one stop partners, services to youth and access and issues for persons with disabilities are strategically addressed.
- C. Records: The WDBSCW shall maintain concise records of its activities in all major areas, including minutes of formal WDBSCW meetings and meetings of subcommittees. Record retention shall be the responsibility of the WDBSCW. The WDBSCW shall comply with applicable open record laws.
- D. Budget: The WDBSCW shall present an annual budget to the Chief Elected Officials, which shall not exceed available funds, including the WIA allocation and any other committed federal, state and private funds and grants. No county funding, except by separate contract(s), shall be part of the budget. The annual budget shall include the administrative budget for the Corporation.
- E. Insurance: The WDBSCW shall obtain and keep in-force all required insurance(s). Insurance policies shall include: comprehensive general liability, including personal injury and civil rights coverage; audit exception insurance; automobile; worker's compensation; and errors and omissions coverage, for past and future liabilities, in such amounts as may be necessary to protect the members of the WDBSCW, the Chief Elected Officials and their respective counties which shall be named as insureds under these policies. It shall also be the obligation of the WDBSCW to obtain fidelity bond protection for the WDBSCW as an entity against the loss of money or property caused by dishonesty on the part of WDBSCW member(s), staff, sub-contractors or program participants.
- F. Liability: As state above the Workforce Development Board will maintain both general liability and errors and omissions coverage for past and future liabilities to protect the Chief Elected Officials and their respective counties. Additionally the Workforce Development Board will maintain a \$20,000 undesignated fund to cover disallowed costs. In the case of any misuse of grant funds allocated to the local area beyond the parameters state above, the Consortium agrees to assume liability as follows (29 USC 3122(d)(12)(B)(i)(I) and (II): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds. For example, if WIOA funds are misused only by the employee(s) or subcontractor(s) of one member of the Consortium, then only that county shall be held liable for the repayment of the misused funds. If more than one Consortium member is involved, then the respective counties will attempt to reach an agreement as to relative liabilities based upon the facts of the situation. If

the counties are unable to reach agreement, then DWD shall make the determination as to respective liabilities.

- G. Taxes: The WDBSCW shall keep current with the payment of all employer taxes, provide workers compensation for all employees, and file timely the required reports with the IRS and Wisconsin Department of Revenue.
- H. Additional Responsibilities: The WDBSCW shall receive and administer WIOA grants and other federal, state and private funds as deemed appropriate by the WDBSCW in its charge to accomplish its purpose. Additionally, the Chief Elected Officials may petition the WDBSCW to serve as the grant recipient and administrative entity for efforts deemed appropriate and consistent with the purpose of the WDBSCW. The WDBSCW shall have final authority for accepting or rejecting such petitions of the Chief Elected Officials.

III. Membership of the WDBSCW:

- A. Appointment: The Chief Elected Officials shall be responsible for appointing WDBSCW members and filling WDBSCW vacancies as required by the Workforce Innovation and Opportunities Act. Appointments shall be made by the process described in the Chief Elected Official's Charter Agreement.
- B. Size: The number of members of the WDBSCW shall be determined by the CEOs appointments requirements as established under 29 USC 3122(b). and in accordance with Chief Elected Official's Consortium Agreement and the requirements of the WIOA.
- C. Eligibility: The Chief Elected Officials shall appoint members of the WDBSCW who either reside or perform a majority of their business within the South Central Wisconsin-Workforce Development Area. Alternate members shall not be permitted. Only official members of the WDBSCW shall be allowed to vote on any matter. The WDBSCW shall inform the Chief Elected Officials of any change of address, employment or place of business of any WDBSCW member.
- D. Quorums: A quorum for WDBSCW meetings shall consist of at least a majority of its members.
- E. Conflict of Interest: No member of the WDBSCW shall cast a vote on the provision of services by that member or organization which that member directly represents nor shall any member vote on any matter, which would provide direct financial benefit to that member. In this context, "vote" includes speaking in support of or informally soliciting support from other members for any motion or resolution for which a member may not directly vote.
- F. Removal: The Chief Elected Officials may, by a majority vote as described in the Chief Elected Official's Charter Agreement, remove any WDBSCW member, without having to show cause for removal, unless and to the extent that, such cause is required by applicable law. The WDBSCW may recommend to the Chief Elected Officials the removal of a

member.

IV. Local Workforce Development Plan:

- A. Approval: The WDBSCW shall develop the local Workforce Development Plan in accordance with Public Law 113-128. The Chief Elected Officials will review and approve proposed plans. The local WDB Plans shall not be adopted, amended, or repealed unless there is approval of the Chief Elected Officials. Upon approval of a local WDB Plan, the WDBSCW shall be responsible for implementation of the WDB Plan subject to the provisions of this agreement.
- B. Equitable Use of Funds: The WDBSCW shall comply with the Chief Elected Official's Charter Agreement and assure that equitable services are provided to all geographic areas and substantial eligible segments of the population within the South Central Wisconsin Workforce Development Area.
- C. Program Management: The WDBSCW shall provide ongoing oversight, including review, monitoring, evaluation, and contract management of the programs conducted under the local WDB Plan by subgrantees, as well as by WDBSCW staff.
- D. Sub-contracts: The Chief Elected Officials reserve the right to oversee the general progress and conduct of the local WDB Plan. The WDBSCW shall have full and final authority with respect to actions regarding WDBSCW staff and the entering into, termination or modification of individual subcontracts or subgrants consistent with the local WDB Plans previously approved by the Chief Elected Officials.
- E. Non Displacement: Consistent with federal and state laws, use of funds under the Workforce Investment Act, or any other funds received or administered by the WDBSCW, shall not result in the displacement of currently employed workers or impair existing contracts for services. Funds shall not be used to support or not support collective bargaining.

V. General Provisions:

- A. Authority to Do Business, Incorporation: WDBSCW warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and that the persons executing this agreement on its behalf are authorized to do so. The WDBSCW agrees to maintain incorporation. The WDBSCW shall furnish the Chief Elected Officials with WDBSCW's corporate name and address as well as the name and address of the WDBSCW's registered agent. The WDBSCW shall notify the Chief Elected Officials immediately, in writing, of any change in its registered agent, his or her address, and WDBSCW's legal status.
- B. Chief Elected Officials Oversight: Audits and Reports: The Chief Elected Officials reserve the right to oversee the general progress and conduct of the WDBSCW. To that end, the

WDBSCW agrees to submit to such audits as the Chief Elected Officials, at their expense, may from time to time, with or without notice, require, provided that such audits shall be reasonable in number and depth. The WDBSCW further agrees to make annual reports to the Chief Elected Officials indicating progress on its activities. Reports shall be submitted following the end of the Program Year. The WDBSCW shall conduct an annual agency-wide unqualified audit, per the requirements of the State of Wisconsin Department of Workforce Development and shall provide each Local Elected Official with a complete copy of the audit, including any management letter. A copy of any audit response by the WDBSCW shall also be provided to the Chief Elected Officials.

- C. Assignment or Transfer: The WDBSCW shall not assign or transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of the Chief Elected Officials.
- D. Grievance Procedures: The WDBSCW shall comply with all Federal, State and Local laws, ordinances and regulations regarding the hearing and resolution of grievances of any person or entity related to activities of the Corporation or its agents.
- E. Open Meetings Required: Federal, State and local laws, ordinances and regulations regarding open meetings of governmental bodies shall apply to all meetings and proceedings of the WDBSCW, including those of its formally constituted subunits.
- F. Staff of the WDBSCW: WDBSCW agrees to secure at WDBSCW's own expense all personnel necessary to carry out WDBSCW's obligations under this agreement. Such personnel shall not be deemed to be employees of the Chief Elected Officials or the Counties thereof, nor shall they or any of them have or be deemed to have any direct contractual relationship with the Chief Elected Officials or the WDBSCW Counties. It shall be the responsibility of the WDBSCW to employ a chief executive officer for the Corporation. The WDBSCW shall be responsible for employing, evaluating and removing the chief executive officer. The chief executive officer shall be responsible for employing, evaluating, assigning/re-assigning, suspending and terminating all other staff of the Corporation.
- G. Nondiscrimination: The WDBSCW shall comply and ensure compliance with all laws related to equal employment, discrimination, and the American with Disabilities Act. This shall apply to all activities of the WDBSCW including those of the appointed Board, corporation, and sub-contractors.

VI. Terms of Agreement.

- A. Scope: The entire agreement of the parties is contained herein and this agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
- B. Duration: The term of this agreement shall commence as of the date set forth and shall continue in full force and effect so long as the WDBSCW exists, except that this agreement shall terminate as of the earlier of (1) changes in the federal law prohibiting such agreements, (2) repeal of Workforce Innovation Opportunity Act of 2014 and loss of substantial or all

federal funding, (3) through a majority decision of the Chief Elected Officials as defined in the Chief Elected Official's Charter Agreement within a timeframe specified by the Chief Elected Officials. This agreement shall also terminate, (4) if the Board of Directors of the WDBSCW petitions the Chief Elected Officials asking for termination of this agreement, in which case the Chief Elected Officials shall give the WDBSCW a date which permits sufficient time for alternative planning and the winding down of affairs, on which date this agreement will terminate.

- C. Amendments to Agreement: Either entity may at anytime propose in writing, amendments to this agreement. A meeting of both entities shall occur within the 30 days of the notification to both entities to act upon proposed amendments.
- D. Disagreements: It is expressly understood and agreed that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling, unless superseded by federal law.

VII. Closeout of Workforce Investment Act

It is understood by all parties to this Agreement that the WDBSCW shall be responsible for the timely phase-down and closeout of all the Workforce Investment Act responsibilities.

Attachment: Chief Elected Official's (LEO's) Consortium Agreement

IN WITNESS WHEREOF, the Chief Elected Officials and the Workforce Development Board of South Central Wisconsin, Inc. executes this agreement and its schedules as of this ____ day of ____, 2015.

For the WDBSCW

Alan Langeteig, Chair

Workforce Development Board of South Central Wisconsin, Inc.

Signature: _____ Date: _____

Pat Schramm, CEO

Workforce Development Board of South Central WI

Signature: _____ Date: _____

For the Chief Elected Officials

For Columbia County:

By: Vern E. Gove

Columbia County Board Chair

Signature: _____ Date: _____

For Dane County:

By: Joseph P Parjsi

Dane County Executive

Signature: _____ Date: _____

For Dodge County:

By: Russell Kottke

Dodge County Board Chair

Signature: _____ Date: _____

For Jefferson

By: James Schroeder

Jefferson County Board Chair

Signature: _____ Date: _____

For Marquette County

By: Robert Miller

Marquette County Board Chair

Signature: _____ Date: _____

For Sauk County

By: Marty Krueger

Sauk County Board Chair

Signature: _____ Date: _____

ORDINANCE NO 13 - 15

**Ordinance Reducing The Speed Limit On A Portion of County Trunk Highway PF
Located in the Township of Honey Creek.**

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

WHEREAS, the Sauk Prairie School District and residents in the area have requested that the Sauk County Highway Commissioner and the Highway and Parks Committee study the justification to reduce the speed limit on County Trunk Highway PF located in the Township of Honey Creek; and


WHEREAS, your Highway Commissioner and Highway and Parks Committee have investigated, viewed the area in question, and have agreed at the meeting of September 9, 2015 to reduce the speed limit on County Trunk PF to 45 m.p.h. starting at 500 feet south of Denzer Road to 500 feet west of Denzer Road located in the Township of Honey Creek.

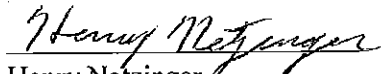
NOW, THEREFORE BE IT ORDAINED, by the Sauk County Board of Supervisors, met in regular session and does hereby approve and direct the speed limit be reduced on County Trunk Highway PF from 500 feet south of Denzer Road to 500 feet west of Denzer Road located in the Township of Honey Creek.

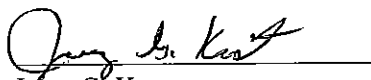
For Consideration by the Sauk County Board of Supervisors on September 15, 2015.

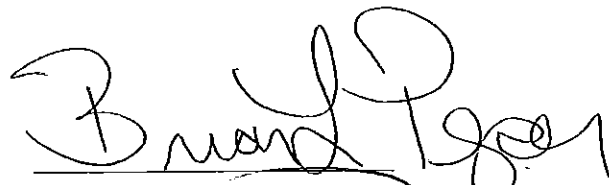
Respectfully submitted:

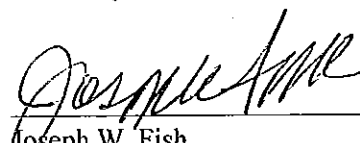
Sauk County Highway and Parks Committee


Martin (Tim) Meister


Henry Netzinger


Jerry G. Kast


Brian Peper


Joseph W. Fish

Fiscal Note: No Fiscal Impact.
MIS Note: No MIS Impact.

PRB

AUTHORIZATION TO PURCHASE REPLACEMENT BOAT, BOAT TRAILER, AND MOTOR

WHEREAS, the water patrol/water rescue/recovery boat and motor used by the Sauk County Sheriff's Office has been in service for 17 years; and,

WHEREAS, the 2015 Sheriff's adopted budget contains an allocation of \$25,000 for the purchase of a replacement boat, trailer and motor and with the current motor failing and the current boat leaking it is too costly to repair both items; and,

WHEREAS, your Committee has authorized the replacement of a specialized patrol/rescue boat for law enforcement use; and

WHEREAS, your Committee has examined the bids received, which are enumerated on the bottom of this resolution; and,

WHEREAS, after examination of the bids your Committee recommends it to be in the best interest of Sauk County to accept the bid of Don's Marine of Lodi, Wisconsin for a 2016 Alumacraft boat, trailer and a 90 horse power Mercury motor; and,

WHEREAS, the Wisconsin Department of Natural Resources has a grant available that allows Sauk County to recoup 20% of the total cost of the boat, motor, and trailer each year; and,

WHEREAS, after five years the total cost of the replacement boat, motor and trailer will have been reimbursed by the Wisconsin Department of Natural Resources.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the Sauk County Sheriff be and hereby is authorized to purchase a 18 foot 2016 Alumacraft boat, trailer and Mercury motor from Don's Marine, for a final cost of \$18,294

For consideration by the Sauk County Board of Supervisors this 15th day of September, 2015

Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE



WILLIAM WENZEL, CHAIR

DAVID MOORE

GERALD LEHMAN



JOHN DEITRICH



MICHELLE DENT

Fiscal Note:

Expenditure of \$18,294 from the 2015 adopted Sheriff's budget, Capital Outlay-Teams, 10020245-581900, said replacement costs being reimbursed by the Wisconsin Department of Natural Resources over a five year period.

BIDS

Mittelstaedt Sports & Marine	\$21,500
Don's Marine	\$18,294

VRB