

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

**COMMITTEE:** SAUK COUNTY BOARD OF SUPERVISORS – REGULAR MEETING  
**DATE:** TUESDAY, SEPTEMBER 20, 2016  
**TIME:** 6:00 PM  
**PLACE:** ROOM 326, WEST SQUARE BUILDING, 505 BROADWAY, BARABOO, WI

**5:15 PM – ECONOMIC DEVELOPMENT COMMITTEE:** in Room 213, West Square Building, to consider:

1. Call to Order and Certify Compliance with Open Meeting Law.
2. Adopt Agenda.
3. Consideration of Resolution 103-2016 Adopting The Great Sauk State Trail Cooperative Plan.
4. Adjourn.

**5:45 PM – EXECUTIVE & LEGISLATIVE 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. Consideration of Resolution 93-2016 Resolution Honoring Carol Held.
4. 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. 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. 09/15/16 Notice To Sauk County Clerk: Appointment To Fill Vacancy in District 7 (Page 5)
- 9) Bills & Referrals.
- 10) Claims.
- 11) Appointments.
  - a. Craig Braunschweig, 531 Franklin Street, Reedsburg, WI, filling unexpired term of former Supervisor Carol Held, expiring 04/16/2018. (See Bio following) (Pages 6-8)
  - b. New – UW-B/SC Master Plan review/Facility Planning Committee  
Scott Von Asten (term concurrent with Board of Supervisors, expiring 04/16/201
- 12) Proclamations.
- 13) Unfinished Business.

14) 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):
  - **Petition 3-2016, Applicant:** William F. Beck; **Project Location:** Town of Dellona; **Current Zoning:** Recreational Commercial; **Proposed Zoning:** Agricultural. (Pages 9-11)
  - **Petition 4-2016, Applicant:** Jeffrey J. Maier; **Project Location:** Town of Spring Green; **Current Zoning:** Recreational Commercial; **Proposed Zoning:** Single Family Residential. (Pages 12-15)
- b. Marty Krueger, Chair-Great Sauk Trail Commission & Brian Simmert, Sauk Co. CPZ Senior Planner: Great Sauk State Trail Cooperative Plan (\*to occur with consideration of Resolution 103-2016)
- c. Supervisor Fordham, Executive & Legislative Committee.
- d. Marty Krueger, County Board Chair
  - E&L Report;
  - Committee Assignments for (2) Ad Hoc Committees;
  - Fall Gathering & Gazebo Dedication – 09/21 at Health Care Center;
  - Fall InterGovernmental Meeting/"Turnout For Transportation – 09/29 @ 7:00 PM;
  - Dedication of New Science Building @ UW-Baraboo/Sauk County – 09/30 @ 2:00 PM.
- e. Renae L. Fry, Administrative Coordinator.
  - ATC Funds Proposals Update;
  - Budget Update;
  - Strategic Issues Public Input Session Report.

15) Consent Agenda:

**EXECUTIVE & LEGISLATIVE COMMITTEE:**

Resolution 93-2016 Resolution Honoring Carol Held. (Page 16)

**PROPERTY AND INSURANCE COMMITTEE:**

Resolution 94-2016 Commending Timothy R. Stieve For Over 35 Years Of Faithful Service To The People Of Sauk County. (Page 17)

16) Resolutions & Ordinances:

**BOARD OF HEALTH:**

Resolution 95 -2016 Resolution Of Dissolution Of The South Central Wisconsin Environmental Health Consortium And Providing For The Disposition Of Assets And Liabilities. (Pages 18-21)

**COMMUNICATIONS INFRASTRUCTURE COMMITTEE:**

Resolution 96-2016 Approving Dark Fiber Lease Agreement With WIN. (Pages 22-24)

Resolution 97-2016 Approving Dark Fiber Lease Agreement With The School District Of Baraboo. (Pages 25-27)

Resolution 98-2016 Approving Dark Fiber Lease Agreement With Merrimac Communications. (Pages 28-36)

**CONSERVATION, PLANNING AND ZONING:**

Ordinance 4-2016 Amending Chapter 9, Floodplain Zoning Ordinance (Petition 1-2016). (Pages 37-42)

Ordinance 5-2016 Approving An Amendment To Repeal And Recreate Sauk County Code Of Ordinances, Chapter 8, Shoreland Protection Ordinance (Petition 2-2016). (Pages 43-73)

**ECONOMIC DEVELOPMENT COMMITTEE:**

Resolution 99-2016 Resolution Authorizing A Contractual Agreement With Ganem Consulting LLC For Placemaking Planning Services. (Page 74-77)

**EXECUTIVE & LEGISLATIVE COMMITTEE:**

Resolution 100-2016 Revising The Sauk County Alcohol Policy. (Page 78)

Resolution 101-2016 Denying The Claim Of Mike Gustin. (Page 79)

**HIGHWAY AND PARKS COMMITTEE:**

Resolution 102-2016 Authorizing Participation In The County Conservation Grant Program. (Pages 80)

**HIGHWAY & PARKS COMMITTEE AND CONSERVATION PLANNING AND ZONING COMMITTEE:**

Resolution 103-2016 Authorizing The Conservation, Planning And Zoning Department To Enter Into An Agreement With MZ Construction Inc. To Repair The Pipe On The Outlet Of The Honey Creek Structure #3 (White Mound Dam). (Pages 81-84)

**HIGHWAY AND PARKS COMMITTEE AND ECONOMIC DEVELOPMENT COMMITTEE:**

Resolution 104-2016 Adopting The Great Sauk State Trail Cooperative Plan. (Pages 85-88)  
(For full report please see - <http://dnr.wi.gov/topic/parks/name/greatsauktrail/>)

**PERSONNEL COMMITTEE:**

Resolution 105-2016 Ratifying The 2016-2017 Collective Bargaining Agreement Between Sauk County And The Wisconsin Professional Police Association (WPPA) L241 – Sheriff's Department Sworn Unit. (Pages 89-93)

**PROPERTY AND INSURANCE COMMITTEE:**

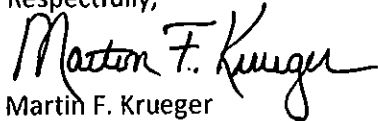
Resolution 106-2016 Accepting Bids On Tax-Delinquent Real Estate Acquired By Sauk County. (Page 94)

Resolution 107-2016 Authorization To Contract With Elhert & Associates To Complete A Facilities Security Analysis. (Page 95-96)

17) Consideration of a Special Election in Supervisory District 7 for remainder of the 2016-2018 Term (from 04/18/2017 to 04/16/2018)

18) Adjournment.

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](http://www.co.sauk.wi.us)

Agenda mail date via United States Postal Service: September 15, 2016.

Agenda Preparation: Marty Krueger, County Board Chair.

s:/admin/Co Bd Agendas/2016/ctybdagendaSEPTEMBER2016



**Martin F. Krueger**  
**Sauk County Board Chair**

West Square Building  
505 Broadway, Rm. 140, Baraboo WI 53913-2183  
Office: 608-355-3500 Cell: 608-963-3565  
FAX: 608-355-3522

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September 15, 2016

Rebecca C. Evert, Sauk County Clerk  
West Square Building, Room 141  
505 Broadway  
Baraboo, WI 53913

RECEIVED

SEP 15 2016

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

re: Vacancy in Sauk County Supervisory District 11

Madame Clerk:

Pursuant of State Statute 59.10 (3) (e) and Rule IV D. of the *Rules of the Sauk County Board*, I appoint **Craig Braunschweig**, 531 Franklin Street, Reedsburg, WI to fill the unexpired term of Caroline Held. The vacancy exists due to former Supervisor Held's resignation from the Sauk County Board of Supervisors, effective at 12:01 AM on September 1, 2016. And pursuant of those same rules, Mr. Braunschweig will assume the same committee assignments previously delegated to Supr. Held: Aging & Disability Resource Center Committee; and, one of the three regular Commissioners for Sauk County on the Wisconsin River Rail Transit Commission. The appointee is a qualified elector of the district in which the vacancy exists, and the appointment becomes effective upon your receipt of this notice.

Mr. Braunschweig will be entitled to all the rights and compensation specified by rule. This appointment will be placed on the agenda for the September 20, 2016 meeting of the Sauk County Board of Supervisors for their consideration. Pending Board approval, please be prepared to administer the Oath of Office to Mr. Braunschweig so he may take his seat as the appointed representative on the Board for District 7.

Sincerely,  
MARTIN F. KRUEGER

  
Sauk County Board Chairperson

# Craig Braunschweig

531 Franklin St., Reedsburg WI 53959

Cell: 608-415-7870

booksonwisconsin@gmail.com

## Highlights

Inventory control procedures  
Cash handling accuracy  
Detail-oriented  
Strong communication skills  
Personnel training and development

Community Driven  
Store planning and design  
Organized  
Excellent multi-taker  
Superb sales professional

## Political Experience

Reedsburg Alderperson at-large Candidate April 2016 Election, Lost to Brandt Werner 1,143 to 1,031.

Reedsburg City Committees: Historical Preservation Commission 2014 to current, and Community Development Authority 2014 to current.

President of the Board of Directors of the Reedsburg Area Historical Society: April 2014 to current

Member of the Board of Directors of the Reedsburg Area Historical Society: November 2013 to Current

## Work Experience

Rock Springs Public Library

June 2016 to Current

Library Director

As library director I am in charge overseeing day to day operations of the Rock Springs Library. I am in charge of ordering materials. I am also in charge of budgeting and supervising our library assistant.

Reedsburg Public Library

April 2016 to August 2016

**Circulation Assistant**

Check out items, help patrons look for items or help them with questions they have. Answer phones, and inspect items for any damages.

Bar Buddies Reedsburg

February to Current

**Program Coordinator**

Oversaw all daily operations. Built and maintained effective relationships with board officers, society members, and the community. Fundraise to help get the program going and to become successful. Also hire, schedule, and drive for Bar Buddies

Brewster's Lanes/ Thirsty Beaver Sport's Bar

August 2015 to May 2016

**Bartender/ Cook**

Serve drinks and entertain customers; occasion cooking. Bar and cash management experience.

J's Pub and Grill

August 2015 to September 2015

**Bartender**

Serve drinks and entertain customers, and make sure everyone is enjoying themselves while going out to eat or out to the bar.

First Weber

March 2014 to Current

**Real Estate Agent**

Reedsburg, WI

Helped customers select property that best fit their personal needs. Educated clients on property and service offerings. Built customer confidence by actively listening to their concerns and giving appropriate feedback. Kept current on market and product trends to effectively answer customer questions.

Reedsburg Area Historical Society

January 2013 to Current

**Board Member/Board President**

Reedsburg, WI

Opened and closed society, which included making bank deposits. Maintained visually appealing and effective displays for the entire Society. Oversaw all daily operations. Built and maintained effective relationships with board officers, society members, and the community.

Radio Shack

November 2014 to July 2015

**Cashier**

Reedsburg, WI

Answered customers' questions and addressed problems and complaints in person and via phone. Helped customers select products that best fit their personal needs. Maintained visually appealing and effective displays for the entire store. Educated customers on product and service offerings.

Viking Village Foods

August 2014 to November 2014

**Front End Supervisor**

Reedsburg, WI

Supervised cashiers, baggers, and customer service staff. Balanced cashier money drawers. Answered phones and customer questions. Provided quality customer service. Helped in other areas of the store as needed; including bagging groceries, stocking shelves, bringing carts inside, and cleaning.

Viking Express Market

October 2012 to September 2014

**Loss Prevention Manager/Night Supervisor**

Reedsburg, WI

Trained staff how to deal with shoplifters/robbing. Used cameras to look up shoplifting incidents. Helped set up the locations for the Baraboo and Wisconsin Dells store cameras. Worked with city authorities to stop/find shoplifters. Supervised cashiers, baggers, and customer service staff. Balanced cashier money drawers. Answered phones and customer questions. Provided quality customer service. Helped in other areas of the store as needed; including bagging groceries, stocking shelves, bringing carts inside, and cleaning.

Viking Village Foods

November 2007 to October 2012

**Front End Supervisor**

Reedsburg, WI

Supervised cashiers, baggers, and customer service staff. Balanced cashier money drawers. Answered phones and customer questions. Provided quality customer service. Helped in other areas of the store as needed; including bagging groceries, stocking shelves, bringing carts inside, and cleaning.

Pirate's Cove Adventure Golf & Family Fun Center

July 2009 to October 2011

**Supervisor**

Wisconsin Dells, WI

Supervised cashiers, course rangers, and parking attendant staff. Balanced cashier money drawers. Made night bank deposits. Filled in for staff during breaks. Answered phones and customer questions. Provided quality customer service. Helped in other areas as needed; including course ranging, and cleaning.

**Education**

University of Wisconsin Oshkosh

Fall 2011-Spring 2013

**History**

Oshkosh, WI

University of Wisconsin Baraboo

Fall 2009-Spring 2011

**History**

Baraboo, WI

Reedsburg Area High School

Class of 2009

**High School Diploma**

Reedsburg, WI

Student government representative (Senior Class Vice President), Band, Cross Country, Football, Track and Field.



**2016 DEVELOPMENT APPLICATION**  
 Sauk County Office of Conservation, Planning, and Zoning  
 505 Broadway Street - Sauk County West Square Building  
 Baraboo, Wisconsin 53913  
 (608) 355-3245

Petition # 3 - 16

**RECEIVED**

**AUG 24 2016**

**SAUK COUNTY CLERK  
 BARABOO, WISCONSIN**

**GENERAL**

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: Rezoning      Conditional Use      Subdivision Plat      Zoning Text Change  
 (Please circle one or more)

ZONING:  
 CURRENT R.COM.      PROPOSED (if applicable) AG

ORDINANCE SECTIONS: \_\_\_\_\_

NAME OF SUBDIVISION (if applicable) N.A.

PROJECT LOCATION SEC 35 T13N R5E      APPLICANT WILLIAM F. BECK

TOWNSHIP DELLONA      PHONE NUMBER 608 254 7145

PROPERTY OWNER WILLIAM F BECK      MAILING ADDRESS E 9223 DELLWOOD RD

SIGNATURE OF APPLICANT William F Beck      DATE AUG 18 2016

Fee Paid: (make checks payable to Sauk County CPZ) \_\_\_\_\_ Receipt # \_\_\_\_\_ (Credit Account # 10063-444240)

County Clerk - For reporting at the next County Board of Supervisors meeting YN

County Supervisor B Meister

**TYPE OF APPLICATION, FEES, AND INFORMATION REQUIREMENTS**

Type of Application Fee Required	Project Facts (Please see Page 2)	Preliminary/Final Plan Site Plan	Other Information (As required)
Subdivision Plat \$300 plus \$20/lot (class I) \$600 plus \$20/lot (class I & III)	Yes	Preliminary and Final Plat 1 reproducible copy	Development Plan Covenants/Bylaws Utility/Access Easements Other information pursuant to Sauk Co. Code ch. 22
Rezoning/CUP \$500	Yes	Site Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$500	Yes	No	

**APPLICATION DEADLINE**

All applications must be received by 12:00 noon by the Conservation, Planning, and Zoning Department on the day of the application deadline. In order to be accepted, the application must contain all required items and information described in the application. Partial applications will not be accepted for placement on the Conservation, Planning, and Zoning Committee agenda

**PROJECT FACTS**

Please complete the following information. Contact a staff person if you need assistance.

	<u>Existing zoning</u>	<u>Existing land use</u>	
Subject Area	<u>R.COM</u>	<u>HOUSE</u>	Total Site Area (Acres): <u>60.05</u>
North	<u>AG</u>	<u>FIELD</u>	Total Site Area (Square Footage): <u>2,615,881</u>
South	<u>AG</u>	<u>FIELD</u>	
East	<u>AG</u>	<u>FIELD</u>	
West	<u>AG</u>	<u>FIELD</u>	

**JUSTIFICATION STATEMENT**

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

1. General description of the request.

REZONE TO BRING EXISTING HOME  
IN COMPLIANCE - CREATE TWO BUILDING  
LOTS

2. Related background information on the project and site.

SEE NO 1

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

REZONE TO BE CONSISTANT WITH  
LAND USES

### SITE 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; proposed location of requested land uses; metes and bounds legal description of area to be rezoned (when applicable) other information pursuant to Sauk County Code chs. 7 and 22.

### SUBDIVISION PLAT

Subdivision 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 ch. 22.

### APPLICANT ACCOUNTABILITY AGREEMENT

Upon signing this document, I take the full responsibility and agree to the following:

- A) I shall obtain all necessary permits, from all appropriate governmental units, including any applicable land use and sanitary permits from Sauk County, and any Town, State, and Federal permits.
- B) I hereby certify that all information contained in this document and provided with the application for a Rezone, Conditional Use Permit or Subdivision Plat, is true and correct. I understand that no construction, including, but not limited to, the pouring of a foundation, basement, or the construction or alteration of any other structure, may occur before the issuance of all necessary permits. Further, I understand that if construction does occur before I have obtained all necessary permits, additional fees, forfeitures, and removal of the non-permitted structure(s) may be assessed against me.
- C) I shall allow representatives from the Sauk County Conservation, Planning, and Zoning Department to access my property to inspect the project's design, layout, construction, operation and/or maintenance.

Signed by: \_\_\_\_\_

*William F. Berk*

Property Owner

Date: \_\_\_\_\_

*Aug 18 2016*

Revised 1/7/16

**2016 DEVELOPMENT APPLICATION**  
Sauk County Office of Conservation, Planning, and Zoning  
505 Broadway Street - Sauk County West Square Building  
Baraboo, Wisconsin 53913  
(608) 355-3245

Petition # 46  
**RECEIVED**

**AUG 24 2016**

**SAUK COUNTY CLERK  
BARABOO, WISCONSIN**

**GENERAL**

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:      Rezoning      Conditional Use      Subdivision Plat      Zoning Text Change  
(Please circle one or more)

ZONING:  
CURRENT RC      PROPOSED (if applicable) SFR

ORDINANCE SECTIONS: 2.021

NAME OF SUBDIVISION (if applicable) \_\_\_\_\_

PROJECT LOCATION Sec 11 T8 NR 3E      APPLICANT Jeffrey J. Maier

TOWNSHIP Spring Green      PHONE NUMBER 608-335-6394

PROPERTY OWNER \_\_\_\_\_      MAILING ADDRESS 3731 Palm Rd. Spring WI 53

SIGNATURE OF APPLICANT Jeffrey J. Maier      DATE 8-12-16

Fee Paid: (make checks payable to Sauk County CPZ) \_\_\_\_\_ Receipt # \_\_\_\_\_ (Credit Account # 10063-444240)

County Clerk - For reporting at the next County Board of Supervisors meeting Y/N

County Supervisor 23 Polivka

**TYPE OF APPLICATION, FEES, AND INFORMATION REQUIREMENTS**

Type of Application Fee Required	Project Facts (Please see Page 2)	Preliminary/Final Plan Site Plan	Other Information (As required)
Subdivision Plat \$300 plus \$20/lot (class I) \$600 plus \$20/lot (class I & III)	Yes	Preliminary and Final Plat 1 reproducible copy	Development Plan Covenants/Bylaws Utility/Access Easements Other information pursuant to Sauk Co. Code ch. 22
<u>Rezoning/CUP</u> \$500	Yes	Site Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$500	Yes	No	

## APPLICATION DEADLINE

All applications must be received by 12:00 noon by the Conservation, Planning, and Zoning Department on the day of the application deadline. In order to be accepted, the application must contain all required items and information described in the application. Partial applications will not be accepted for placement on the Conservation, Planning, and Zoning Committee agenda

## PROJECT FACTS

Please complete the following information. Contact a staff person if you need assistance.

	<u>Existing zoning</u>	<u>Existing land use</u>	
Subject Area	<u>RC</u>	<u>Woods</u>	Total Site Area (Acres): <u>67.8</u>
North	<u>RC</u>	<u>Field</u>	Total Site Area (Square Footage): <u>2,953,368</u>
South	<u>RC</u>	<u>Field</u>	
East	<u>SFR</u>	<u>Subdivision</u>	
West	<u>RC</u>	<u>Field</u>	

## JUSTIFICATION STATEMENT

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

1. General description of the request.

See Justification Statement

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2. Related background information on the project and site.

See Justification Statement

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

See Justification Statement

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**SITE PLAN**

Submit the following plan(s): Sealed 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, proposed location of requested land use; metes and bounds legal description of area to be rezoned (when applicable) other information pursuant to Sauk County Code chs. 7 and 22.

**SUBDIVISION PLAT**

Subdivision plat 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 ch. 22.

**APPLICANT ACCOUNTABILITY AGREEMENT**

Upon signing this document, I take the full responsibility and agree to the following:

- A) I shall obtain all necessary permits, from all appropriate governmental units, including any applicable land use and sanitary permits from Sauk County, and any Town, State, and Federal permits.
- B) I hereby certify that all information contained in this document and provided with the application for a ~~Rezoning~~ **Conditional Use Permit or Subdivision Plat**, is true and correct. I understand that no construction, including, but not limited to, the pouring of a foundation, basement, or the construction or alteration of any other structure, may occur before the issuance of all necessary permits. Further, I understand that if construction does occur before I have obtained all necessary permits, additional fees, forfeitures, and removal of the non-permitted structure(s) may be assessed against me.
- C) I shall allow representatives from the Sauk County Conservation, Planning, and Zoning Department to access my property to inspect the project's design, layout, construction, operation and/or maintenance.

Signed by:

*Heidi A. Fiedler* 8-19-16

Property Owner

Rezoning only

Date:

8-19-16

*Julie Fiedler*

08/19/2016

Revised 1/10

## Justification Statement

I would like to rezone 67.8 acres to single family residence. The property is on the south side of Kennedy Road located in the Town of Spring Green. The property currently sits between two developments one to the west and one to the east. The property currently consists of dense pine trees and would be an attractive wooded development. The area does have a demand for wooded lots around one to two acres in size. The Town of Spring Green's comprehensive plan already recognizes this property to be future single family residence.

Thank you for your consideration.

Jeffrey J. Maier

**RESOLUTION HONORING CAROL HELD**

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

**WHEREAS**, Carol Held has faithfully served as a member of the Sauk County Board of Supervisors since April 2012; and

**WHEREAS**, Carol Held has tendered her resignation as a member of the Sauk County Board of Supervisors on September 1, 2016;

**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends Carol Held for over 4 years of faithful service to the people of Sauk County; and

**BE IT FURTHER RESOLVED**, that the Chair of the Sauk County Board of Supervisors is hereby directed to present to Carol Held an appropriate certificate of commendation as a token of our esteem.

For consideration by the Sauk County Board of Supervisors on September 20, 2016.

Respectfully submitted,

**EXECUTIVE & LEGISLATIVE COMMITTEE:**

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Marty Krueger, Chair

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Joan Fordham, Vice-Chair

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Wally Czuprynko

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Dennis Polivka

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William Hambrecht

Fiscal & MIS note: no impact

*KPB*



RESOLUTION #94 -16

COMMENDING TIMOTHY R. STIEVE  
FOR OVER 35 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, Tim Stieve faithfully served the people of Sauk County as an employee for over 35 years; and

WHEREAS, Tim Stieve left the service of the Sauk County Emergency Management Building and Safety Department as of July 27<sup>th</sup>, 2016;

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends Tim Stieve for over thirty five years of faithful service to the people of Sauk County; and

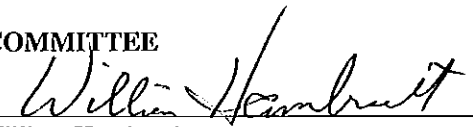
BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present to Tim Stieve an appropriate symbol of our appreciation for service to the people of Sauk County.

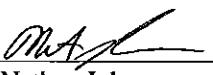
For consideration by the Sauk County Board of Supervisors on September 20<sup>th</sup>, 2016.

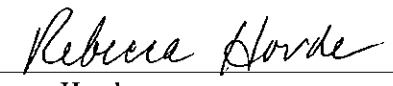
Respectfully submitted:


SAUK COUNTY PROPERTY AND INSURANCE COMMITTEE

  
\_\_\_\_\_  
Scott Von Asten, Chair

  
\_\_\_\_\_  
William Hambrecht

  
\_\_\_\_\_  
Nathan Johnson

  
\_\_\_\_\_  
Rebecca Hovde

  
\_\_\_\_\_  
Jean Berlin

Fiscal & MIS Note: No impact.

*JB*

RESOLUTION NO. 95 - 2016

**RESOLUTION OF DISSOLUTION OF THE SOUTH CENTRAL WISCONSIN  
ENVIRONMENTAL HEALTH CONSORTIUM AND PROVIDING FOR THE  
DISPOSITION OF ASSETS AND LIABILITIES**

**WHEREAS**, the South Central Wisconsin Environmental Health Consortium has been operating for some years, and was formally constituted in 2014 to collaborate on providing environmental health services in Adams, Juneau and Sauk counties; and,

**WHEREAS**, recent changes by the State of Wisconsin have made it impossible to continue providing limited agent inspections only with a requirement that counties either assume full agent status or discontinue limited agent status, and the counties have differing conditions and interests that make continuing in the consortium under these changed conditions impossible; and,

**WHEREAS**, the health directors of the respective consortium members have met and been advised by their respective county corporation counsel regarding the procedures to follow with regard to the dissolution and the distribution of assets, and the attached plan represented the recommended course of action that the parties intend to follow regarding the dissolution of the consortium.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the following is hereby adopted:

1. Pursuant to Section VIII, A. 2., the South Central Environmental Health Consortium is hereby dissolved by unanimous consent of the three counties, Adams, Juneau and Sauk, the undersigned County Board hereby serves notice upon the other counties and the State of Wisconsin of the dissolution of the consortium.

2. The dissolution shall be effective on December 31, 2016, subject to the provisions of this resolution.

3. The dissolution plan of the consortium, attached hereto as *Attachment 1*, sets forth a plan for the wind up of the activities of the consortium and is hereby incorporated by reference. The undersigned County Board hereby joins in approving said dissolution plan, and in the proposed assignment of liabilities and disposition of any remaining assets of the consortium; and,

**BE IT FURTHER RESOLVED**, that a copy of this resolution shall be sent to the county clerk of each member county of the consortium and to the State of Wisconsin.

For consideration by the Sauk County Board of Supervisors on September 20, 2016.

Respectfully submitted:

RESOLUTION NO. 95 2016


**RESOLUTION OF DISSOLUTION OF THE SOUTH CENTRAL WISCONSIN  
ENVIRONMENTAL HEALTH CONSORTIUM AND PROVIDING FOR THE  
DISPOSITION OF ASSETS AND LIABILITIES**

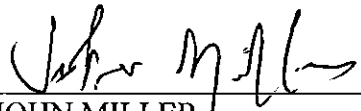
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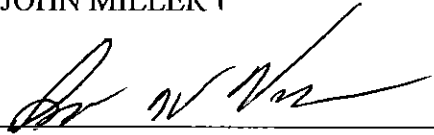
**BOARD OF HEALTH**

**Supervisor Members:**

  
DONNA STEHLING, Chair

  
DOUG AMENT

  
JOHN MILLER

  
SCOTT VON ASTEN

**Citizen Members:**

\_\_\_\_\_  
AMY DELONG, Vice Chair

  
STACY CLEMENT ZOBEL

\_\_\_\_\_  
KENNETH R. CARLSON

**Fiscal Note:** This action should be budget neutral, and budgeted funds will presumably be available for the county to continue to provide the existing level of services. *flB*

**MIS Note:** No MIS impact.

**ADDENDUM  
PLAN FOR THE WIND UP AND DISSOLUTION OF THE  
SOUTH CENTRAL WISCONSIN ENVIRONMENTAL HEALTH CONSORTIUM  
September 2016**

**Introduction:**

As a result of a change in the policy direction of the State of Wisconsin, the three county consortium consisting of Adams, Juneau and Sauk, known as the South Central Wisconsin Environmental Health Consortium will be dissolved on December 31, 2016. The agreement which amended and formalized the consortium in 2014 provides for the dissolution of the consortium after resolutions have been approved and arrangements made for the handling of liabilities and assets of the consortium. Pursuant to the provisions of the agreement, the following plan addresses the wind up and dissolution of the activities of the consortium.

Each commission member county shall adopt a resolution terminating the commission by unanimous consent with a dissolution date of December 31, 2016.

The principal consideration involved in winding up the consortium is arranging for the orderly disposition of the assets of the consortium and accounting for the closures costs associated with the staff members who were engaged to do the work of the consortium. Although these employees were engaged on behalf of the consortium, their employer of record is Sauk County. Upon cessation of the consortium activities, the employees involved will either be offered employment with Sauk County, one of the other consortium counties, or laid off. If they have not found other employment, they are entitled to receive unemployment compensation. Additionally, there is the possibility that incurred, but unreported claims related to consortium operations may be asserted in the future. For that reason, the proposed wind up plan leaves a reserve in place against which such claims may be paid for the first year after dissolution. The parties understand that in the event that any consortium expenses are asserted after the one-year period, or in amounts beyond available resources, charged against the constituent counties will be made according to the membership formula provided for in the agreement.

- I. Assets: Funds on hand, etc.; net assets.
- II. Liabilities: Reserve for unemployment compensation, etc.; net liabilities; consortium balance.

**Wind Up Procedure:**

The Sauk County Health Director is appointed consortium administrator, and is authorized to receive invoices and claims for services any payment through the date of dissolution and pay the sums claimed out of consortium funds. The consortium administrator shall issue notices of termination to any effected employee with a last day of employment of December 31, 2016. After December 31, 2016, the consortium administrator will know the extent to which consortium employees have found other employment or will be required to apply for unemployment compensation and potentially, the likely existence of unasserted claims. The administrator shall set aside a reserve based upon an estimate of what potential unemployment compensation benefits may be paid based upon the maximum entitlement. If any cash balance remains after December 1, 2018, all remaining funds shall be distributed to the participating counties based upon average annual contribution of the county member for the previous three years (2014, 2015, 2016) established the South Central Environmental Health Consortium

Fiscal Reports. Distribution of funds does not relieve a participating county from liability for assessments in the event that future charges are incurred.

RESOLUTION NO. 96-16

APPROVING DARK FIBER LEASE AGREEMENT WITH WIN

WHEREAS, WIN presently leases dark fiber on the County owned fiber optic cable; and,

WHEREAS, WIN has requested to lease an additional fiber from Sauk County; and,

WHEREAS, Amendment #4 to the Dark Fiber Lease Agreement has been developed between Sauk County and WIN to address the space to be leased; and,


WHEREAS, the Communications Infrastructure Committee has reviewed and accepted Amendment #4 and feels it is in the best interest to approve this lease amendment.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that Amendment #4 to the Dark Fiber Lease Agreement, attached hereto as an Appendix, between Sauk County and WIN is hereby approved.

For consideration by the Sauk County Board of Supervisors on September 20<sup>th</sup>, 2016.

Respectfully submitted:

COMMUNICATIONS INFRASTRUCTURE COMMITTEE

  
\_\_\_\_\_  
Scott Von Asten, Chair

  
\_\_\_\_\_  
Tom Kriegl

  
\_\_\_\_\_  
William Hambrecht

  
\_\_\_\_\_  
Andy Andrews

\_\_\_\_\_  
Kristin White Eagle

**Fiscal Note:** Sauk County will receive additional revenues on this amendment totaling approximately \$1050 for the remaining term of the original lease agreement. *KPB*

**Information System Note:** No information systems impact.

## AMENDMENT #4

09-6-2016

THIS DARK FIBER LEASE AGREEMENT ("Agreement") is dated as of \_\_\_\_\_ 2016, by and between Sauk County, a political subdivision of the State of Wisconsin, ("County") and Wisconsin Independent Network, LLC, a Wisconsin Limited Liability Company ("Lessee" or "WIN") is hereby amended as follows:

### 1. Dark Fiber.

In addition to the 2 strands of fiber as noted in the original lease agreement that total 51.62 miles of dark Fiber and the 2 strands of dark fiber totaling 145.94 miles in Lease Amendment #1, and the Twenty four (24) Rack units, or One half (½) of a full rack within the Hillpoint Tower Site in Lease Amendment #2, and the 2 strands of fiber that total 62.9 miles (31.45 miles per fiber) and total Duct Space Distance as described = 1,546 feet in Lease Amendment #3; the lessee has request the following be added to the lease:

- (1) Strand of fiber totaling 7,384' (1.40 miles) in length on Leg K (Courthouse) to Vault #6 in front of Gordon L. Wilson School (GLW).

### 5. Fees.

For the Term of this agreement the County shall receive from the Lessee the monthly lease fee as defined within Attachment D – Amendment #4 in addition to the fees in Attachment D – Amendments #1, Attachment D – Amendment #2 and Attachment D of the original agreement. This fee will automatically increase annually on January 1<sup>st</sup> of each calendar year regardless of the effective date of this agreement. Annual costs are noted within Attachment C of the original agreement. This additional Lease fee may be paid either monthly or annually. There will be a one-time Lease application fee, a one-time restoration fee and splicing costs as outlined within Attachment D – Amendment #3 attached hereto. The one-time cost will be invoiced upon completion of the work and signature of the agreement and must be paid within thirty (30) of the invoice.

All other portions, conditions and requirements of the original lease agreement will remain in full effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

SAUK COUNTY

Wisconsin Independent Network, LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Marty Krueger, County Board Chair  
(Name & Title)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

39-6005740  
(Tax ID #)

\_\_\_\_\_  
(Tax ID #)

\_\_\_\_\_  
(Signature)

Becky Evert, County Clerk  
(Name & Title)

\_\_\_\_\_  
(Date)

## AMENDMENT #4

09-6-2016

THIS DARK FIBER LEASE AGREEMENT ("Agreement") is dated as of \_\_\_\_\_ 2016, by and between Sauk County, a political subdivision of the State of Wisconsin, ("County") and Wisconsin Independent Network, LLC, a Wisconsin Limited Liability Company ("Lessee" or "WIN") is hereby amended as follows:

### 1. Dark Fiber.

In addition to the 2 strands of fiber as noted in the original lease agreement that total 51.62 miles of dark Fiber and the 2 strands of dark fiber totaling 145.94 miles in Lease Amendment #1, and the Twenty four (24) Rack units, or One half (½) of a full rack within the Hillpoint Tower Site in Lease Amendment #2, and the 2 strands of fiber that total 62.9 miles (31.45 miles per fiber) and total Duct Space Distance as described = 1,546 feet in Lease Amendment #3; the lessee has request the following be added to the lease:

- (1) Strand of fiber totaling 7,384' (1.40 miles) in length on Leg K (Courthouse) to Vault #6 in front of Gordon L. Wilson School (GLW).

### 5. Fees.

For the Term of this agreement the County shall receive from the Lessee the monthly lease fee as defined within Attachment D – Amendment #4 in addition to the fees in Attachment D – Amendments #1, Attachment D – Amendment #2 and Attachment D of the original agreement. This fee will automatically increase annually on January 1<sup>st</sup> of each calendar year regardless of the effective date of this agreement. Annual costs are noted within Attachment C of the original agreement. This additional Lease fee may be paid either monthly or annually. There will be a one-time Lease application fee, a one-time restoration fee and splicing costs as outlined within Attachment D – Amendment #3 attached hereto. The one-time cost will be invoiced upon completion of the work and signature of the agreement and must be paid within thirty (30) of the invoice.

All other portions, conditions and requirements of the original lease agreement will remain in full effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

SAUK COUNTY

Wisconsin Independent Network, LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Marty Krueger, County Board Chair  
(Name & Title)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

39-6005740  
(Tax ID #)

\_\_\_\_\_  
(Tax ID #)

\_\_\_\_\_  
(Signature)

Becky Evert, County Clerk  
(Name & Title)

\_\_\_\_\_  
(Date)



RESOLUTION NO. 97 16

APPROVING DARK FIBER LEASE AGREEMENT WITH THE SCHOOL DISTRICT OF  
BARABOO

**WHEREAS**, The School District of Baraboo presently leases dark fiber on the County owned fiber optic cable; and,

**WHEREAS**, The School District of Baraboo has requested to lease additional duct space from Sauk County; and,

**WHEREAS**, Amendment #1 to the Dark Fiber Lease Agreement has been developed between Sauk County and The School District of Baraboo to address the space to be leased; and,

**WHEREAS**, the Communications Infrastructure Committee has reviewed and accepted Amendment #1 and feels it is in the best interest to approve this lease amendment.

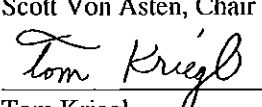
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session that Amendment #1 to the Dark Fiber Lease Agreement, attached hereto as an Appendix, between Sauk County and The School District of Baraboo is hereby approved.

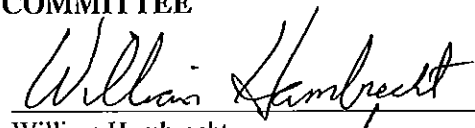
For consideration by the Sauk County Board of Supervisors on September 20<sup>th</sup>, 2016.

Respectfully submitted:

COMMUNICATIONS INFRASTRUCTURE COMMITTEE

  
\_\_\_\_\_  
Scott Von Asten, Chair

  
\_\_\_\_\_  
Tom Kriegl

  
\_\_\_\_\_  
William Hambrecht

  
\_\_\_\_\_  
Andy Andrews

\_\_\_\_\_  
Kristin White Eagle

**Fiscal Note:** Sauk County will receive additional revenues on this amendment totaling approximately \$2703 for the remaining term of the original lease agreement. *KPB*

**Information System Note:** No information systems impact.

# AMENDMENT #1

## 09-8-2016

THIS DARK FIBER LEASE AGREEMENT ("Agreement") is dated as of September 08, 2016, by and between Sauk County, a political subdivision of the State of Wisconsin, ("County") and School District of Baraboo, ("Lessee") is hereby amended as follows:

### 1. Dark Fiber.

In addition to the 2 strands of fiber as noted in the original lease agreement that total 1.63 miles of dark Fiber and the 2 strands of dark fiber totaling 1.36 miles in the original lease, the lessee has requested the following be added to the lease: 1,818' (.34 miles) of County duct along Berkley Blvd. from Mulberry St. to the vault in front of Gordon L. Wilson Elementary. A total of 12 fiber count strand will be run through that duct.

### 5. Fees.

For the Term of this agreement the County shall receive from the Lessee the monthly lease fee as defined within Attachment D – Amendment #1 in addition to the fees in Attachment D and Attachment D of the original agreement. This fee will automatically increase annually on January 1<sup>st</sup> of each calendar year regardless of the effective date of this agreement. Annual costs are noted within Attachment C of the original agreement. This additional Lease fee may be paid either monthly or annually. There will be a one-time Lease application fee, a one-time restoration fee and splicing costs as outlined within Attachment D – Amendment #1 attached hereto. The one-time cost will be invoiced upon completion of the work and signature of the agreement and must be paid within thirty (30) of the invoice.

All other portions, conditions and requirements of the original lease agreement will remain in full effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

SAUK COUNTY

SCHOOL DISTRICT OF BARABOO

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Marty Krueger, County Board Chair  
(Name & Title)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

39-6005740  
(Tax ID #)

\_\_\_\_\_  
(Tax ID #)

\_\_\_\_\_  
(Signature)

Becky Evert, County Clerk  
(Name & Title)

\_\_\_\_\_  
(Date)

## ATTACHMENT D -SCHOOL DISTRICT OF BARABOO

### (Estimated cost)

	CONDUIT	DISTANCE (Feet)	COST PER FOOT ANNUALLY	ANNUAL COST	ONE TIME COST
Conduit Lease	1	1818	\$0.35	\$636.30	
Fiber pulling cost (Estimate Only Actual cost to be billed)	1		\$2,447.05		\$2,447.05
<b>TOTALS</b>				<b>\$636.30</b>	<b>\$2,447.05</b>

### NOTES

1- These fees show the first full year cost (2016)

2 - Annual Increases take affect on January 1st of each calendar year, regardless of when the Lease agreement started.

**RESOLUTION NO. 96-16**

**APPROVING DARK FIBER LEASE AGREEMENT WITH MERRIMAC  
COMMUNICATIONS**

**WHEREAS**, Merrimac Communications has requested to lease 1 (1) dark fiber and rack unit space on the County owned fiber optic cable; and,

**WHEREAS**, a Dark Fiber Lease Agreement has been developed between Sauk County and Merrimac Communications and will be utilized for this contract; and,

**WHEREAS**, the Communications Infrastructure Committee has reviewed and accepted the agreement and feels it is in the best interest to approve this agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session that the Dark Fiber Lease Agreement attached hereto as an Appendix between Sauk County and Merrimac Communications is hereby approved.

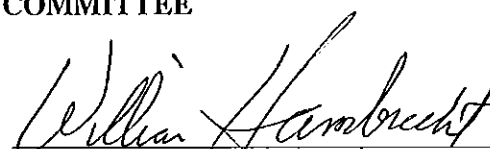
For consideration by the Sauk County Board of Supervisors on September 20<sup>th</sup>, 2016.

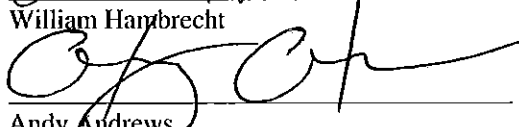
Respectfully submitted:

**COMMUNICATIONS INFRASTRUCTURE COMMITTEE**

  
\_\_\_\_\_  
Scott Von Asten, Chair

  
\_\_\_\_\_  
Tom Kriegl

  
\_\_\_\_\_  
William Hambrecht

  
\_\_\_\_\_  
Andy Andrews

\_\_\_\_\_  
Kristin White Eagle

**Fiscal Note:** Sauk County will receive revenues totaling approximately \$97,320.00 for this five year lease.

**Information System Note:** No information systems impact.

KPB

## ATTACHMENT D - MERRIMAC COMMUNICATIONS

### (Estimated cost)

	NUMBER OF STRANDS/RACK UNITS	DISTANCE	COST PER STRAND - PER MILE - PER MONTH	MONTHLY COST	ONE-TIME COST
Dark Fiber, two strand - Sauk City to Reedsburg Hwy Shop Panel	1	80.09	\$20.76	\$1,662.67	
Rack Unit in Sauk County Facility	4		\$4.03	\$16.12	
Lease Application Fee - ONE TIME FEE	1		\$1,608.20		<del>\$1,608.20</del>
Splicing Costs (Estimate Only Actual cost to be billed)	1		\$1,300.00		<del>\$1,300.00</del>
Exchange of Fiber for Sauk City Hwy Shop	2	1.42	\$20.00	\$56.80	
<b>TOTALS</b>				<b>\$1,621.99</b>	<del>\$2,908.20</del>

### NOTES

- 1- These fees show the first year cost only.
- 2 - Annual Increases take affect on January 1st of each calendar year, regardless of when the Lease agreement started.
- 3 - These are estimated cost, final cost will be based on OTDR Readings and actual number of splces necessary.
- 4 - There would be no restoration fee or splicing cost if we patch you thru our panel in the HCC to RUC.

## DARK FIBER LEASE AGREEMENT

THIS DARK FIBER LEASE AGREEMENT ("*Agreement*") is dated as of September 8<sup>th</sup>, 2016, by and between Sauk County, a political subdivision of the State of Wisconsin, ("*County*") and, a Merrimac Communications ("*Lessee*").

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

### 1. Dark Fiber.

County owns, operates on and maintains a 146.98 mile 96 strand fiber optic cable between the County Emergency Communication Towers. One strand (92) of fiber will be leased by the Lessee, with the meeting point of the Lessee's and Counties fibers through a fiber panel connection in a rack unit at the Sauk City site panel B which will then run to the Spring Green fiber panel. Two (2) Rack Units with 120 VAC will be needed for regeneration at the Spring Green to Hillpoint site. A fiber panel patch will then be made from Hillpoint to Happy Hill. Two (2) Rack Units with 120 VAC will be needed for regeneration from Happy Hill to Reedsburg. A Reedsburg Tower to Reedsburg Highway shop fiber patch panel connection will be made. A fiber patch will be made with Fiber (10) connecting to the Reedsburg utility Fiber. An exchange in services is also a part of this lease agreement where Sauk County will be exchanging fiber with Merrimac Communications on their fiber network from the Vault on Old Bluff and Hwy 12 to the Sauk City Highway shop. The length of this run will be 7500' (1.42 miles). Total cost for this work will require a \$500 onetime fee and \$56.80/ month.

### 2. Effective Date.

This Agreement shall be effective on the date of full execution hereof ("*Effective Date*"). Beginning on the Effective Date and continuing until the end of the term as defined in Paragraph 3 below.

### 3. Term.

The term of Lessee's tenancy hereunder shall commence upon the effective date, as defined in Paragraph 2 above and shall continue in effect for a five-year Term unless otherwise terminated as provided herein. Lessee shall have the right to extend the term for three (3) successive five (5) year periods on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each five (5) year period unless either party of this agreement provides written notification to other of its intention not to renew no later than one hundred and twenty (120) days prior to commencement of the succeeding term.

### 4. Facilities; Access.

As part of this agreement the County will lease dark fiber to the lessee as noted in paragraph 1 above with the following conditions:

- (a) Lessee must adhere to Attachment F – Sauk County Fiber Lease Construction Guidelines.

- (b) All splicing and testing will be done by a Contractor selected by the County. The costs of the splicing and testing will be paid for by the Lessee as part of the set up fee. Test results will be made available to the Lessee.
- (c) The Lessee is responsible for notifying Diggers Hotline and waiting for a clear ticket before proceeding with an underground installation.
- (d) The Lessee is responsible for providing and installing the cable up to the vault location. The Lessee will not be allowed to enter the County's vault.
- (e) The Lessee's cable entry into County vaults will be done by a Contractor selected by the County. Costs of the vault entry will be paid for by the Lessee as part of the set up fee.
- (f) The Lessee is responsible for providing all grounding as specified in Attachment F. If a locating pedestal is to be placed, its installation should coincide with the cable placement. The pedestal will be provided and placed by the Lessee and should not interfere with the opening and closing of the vault.
- (g) The Lessee will not be allowed into County vaults, splice closures or termination sites.
- (h) The Lessee will not be allowed to sublet any fibers under this lease.
- (i) Lessee will be responsible for insurance on all equipment and facilities installed by the Lessee at/near each vault. County will be listed as an additional insured on the Lessee's policy and a certificate of insurance will be provided to the County.
- (j) Lessee must coordinate any removal with the County on or before the expiration or earlier termination of this Agreement in accordance to the terms specified within this Agreement.
- (k) Lessee shall be responsible to repair and restore the ground around the county vaults to its original shape. If the County determines that further repair is required to the vault locations, Lessee will be advised of repair needs and such repairs shall be completed within 30 days or the County shall make repairs to such damage and Lessee shall be responsible for payment of the reasonable cost of such repairs plus 5%.
- (l) Upon termination of this Agreement, the Lessee shall remove all equipment and facilities within 60 days of the date of termination and such removal shall be coordinated with the county. A restoration fee will be imposed to return the County fiber to its pre-splice condition; such fee will be based on a time and material basis plus 5% and shall be completed by a Contractor selected by the County.
- (m) County shall be responsible for any repairs and/or maintenance to the fiber being leased unless the need for such repairs and/or maintenance is due to Lessee's use of the fiber. County further agrees that it will maintain an agreement with Vanguard or other such utility locating agency.

- (n) In the event the Lessee desires to modify its connection with the county owned fiber, Lessee must first obtain the prior written approval of the County. Such approval shall not be unreasonably withheld, conditioned or delayed, but the County may impose reasonable conditions and restrictions to ensure that any additional changes do not interfere with the County's, or other Lessee's communications activities on the fiber. All costs associated with such changes shall be at the sole expense of the Lessee. This Agreement will be reviewed at the time of any such changes.

6. Fees.

For the Term of this agreement the County shall receive from the Lessee the monthly lease fee as defined within Attachment D of this Agreement. This fee will automatically increase annually on the effective date as noted within Attachment C. This lease fee may be paid either monthly or annually. There will be a one-time set-up fee and one time restoration fee as outlined within this agreement that will be billed based on a time and material basis plus 5% at the time that work is completed.

7. Outages.

- (a) County shall not be held responsible or be subject to any billing for outages on the fiber caused by any cuts, breakages or other such damage to the fiber optic cable that is out of the control of the county.
- (b) If the County has a planned relocations of its fiber optic cable for any reason that will cause an outage to the lessee, the county shall provide at least Seven (7) days notice prior to the start of any such relocation. If the relocation is of an emergency nature, the county will make notification as quickly as possible or within 24 hours. County will not be subject to any billing for outages associated with this relocation.

8. Taxes.

Lessee shall be responsible for any and all taxes assessed to its communication system and facilities.

9. Waiver of Lessee's Lien Rights.

Lessee waives any lien rights it may have concerning the County facilities, all of which are deemed County's personal property and not fixtures Lessee shall provide to the County lien waivers when necessary if they contract for the performance of any work or the delivery of any materials related to the fiber optic cable.

10. Termination.

This Agreement may be terminated without further liability with one hundred and twenty (120) days prior written notice as follows:

- (a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the



default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or by County if County is unable to occupy and utilize the premises due to an action uncontrolled by the County.

- (b) If at some point in the future, it becomes unnecessary or undesirable for the County to continue to operate and maintain the fiber optic cable, the County shall provide one hundred and twenty day notice of its intent to discontinue maintenance and operation of the fiber and terminate this agreement for convenience.
- (c) By the Sauk County Board of Supervisors if the Board passes a resolution terminating this agreement based upon a determination that it is necessary to terminate the contract for convenience.

#### 11. Insurance.

- (a) Lessee, at Lessee's sole cost and expense, shall procure and maintain on the insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with county's use of the fiber optic cable, all as provided for herein.
- (b) The county shall be named as an additional insured on the Lessee policy. A certificate of insurance evidencing the coverage required by this paragraph shall be provided upon request. Lessee shall have the right to self insure any and all coverage's to the limits required.

#### 12. Waiver of Subrogation.

Lessee and County release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the property or the premises or to the County facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessee and County shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessee nor County shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph. 11.

#### 13. Liability and Indemnity.

Lessee and County shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the property. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

#### 14. Assignment and Subletting.

Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the fiber optic cable without the prior written consent of the County; such consent shall not be unreasonably withheld. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Lessee's obligations herein. County may assign this Agreement, which assignment shall be evidenced by written notice to lessee within a reasonable period of time thereafter, provided that the assignee assumes all of County's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessee's Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

Lessee may not sublet the dark fibers, fibers are intended for Lessees use only.

15. Warranty of Title and Quiet Enjoyment.

County warrants that County owns the fiber optic cable in fee simple and has rights of access thereto and the fiber is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date.

16. Repairs.

Lessee shall repair any damage to the premises or property caused by the negligence or willful misconduct of Lessee. Upon expiration or termination hereof, Lessee shall repair the premises to substantially the condition in which it existed upon start of construction.

17. Miscellaneous.

- a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
- b) Both parties represent and warrant that their use of the fiber and their personal property attached to the fiber is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.
- c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Sauk County  
510 Broadway  
Baraboo, Wisconsin 53913  
Attn: Ian Crammond  
Phone: (608) 355-3200

Merrimac Communications Ltd.  
327 Palisade Street  
Merrimac, Wisconsin 53561  
Attn: Bart Olson  
Phone: 608-493-9470

- f) Lessee or County may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.
- g) This Agreement shall be governed by the laws of the State of Wisconsin.
- h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- i) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.
- j) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- k) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- l) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

SAUK COUNTY

MERRIMAC COMMUNICATIONS LTD.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

*(Title)*

*(Title)*

---

*(Date)*

*(Date)*

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*(Tax ID #)*

*(Tax ID #)*

ORDINANCE NO. 4 - 2016

AMENDING CHAPTER 9, FLOODPLAIN ZONING ORDINANCE  
(Petition 1-2016)

The County Board of the County of Sauk does ordain as follows:

**WHEREAS**, Sauk County has received from the Department of Natural Resources approved dam failure analyses for the Huey Duck Lake Dam and the Lee Lake Dam and the dam failure analyses identified areas of potential dam failure inundation including the hydraulic shadow of the floodway designated areas; and,

**WHEREAS**, Wis. Stat. § 87.30 and Wis. Adm. Code Ch. NR 116.05 requires that the floodway map, flood profiles, and floodway data table be adopted by ordinance, currently Sauk Co. Code ch. 9; and,

**WHEREAS**, Sauk County has administered Sauk Co. Code ch. 9, Floodplain Zoning Ordinance since 1992, with previously adopted dam failure analyses for Honey Creek Structures No. 2, No. 3, & No. 4, Dutch Hollow Lake Dam, Lake Redstone Dam, Delton Dam, and the Lake Virginia Dam, and the adoption of the dam breach analyses will prevent homes from being built in the hydraulic shadow and will therefore minimize the danger to life, health, and property if the dam fails; and,

**WHEREAS**, Sauk County is aware that by not approving the Floodplain Zoning Ordinance and subsequent maps, Wisconsin Statutes give authority to the DNR to adopt an ordinance superseding Sauk County's, and assess the cost necessary to perform such duties to Sauk County, while it would also be the responsibility of Sauk County to administer and enforce the ordinance as if the county had adopted it; and,

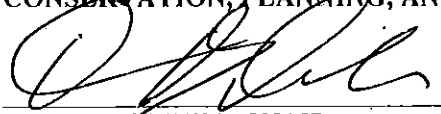
**WHEREAS**, a public hearing was held by the Conservation, Planning and Zoning Committee on August 23, 2016, and your undersigned Committee has considered these amendments to Chapter 9 and believes their adoption to be in the best interest of the people of Sauk County.

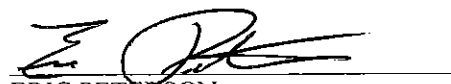
**NOW, THEREFORE, BE IT ORDAINED** by the Sauk County Board of Supervisors met in regular session, that Sauk Co. Code, ch. 9, Floodplain Zoning Ordinance, is hereby amended to read as attached hereto as Appendix A, and shall be effective upon passage.

For consideration by the Sauk County Board of Supervisors on September 20, 2016.

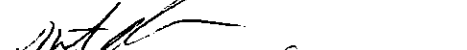
Respectfully submitted,

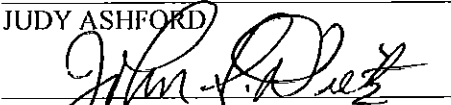
CONSERVATION, PLANNING, AND ZONING COMMITTEE

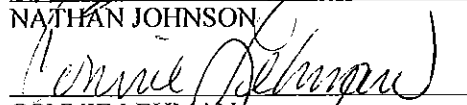
  
DENNIS POLIVKA, CHAIR

  
ERIC PETERSON

JUDY ASHFORD

  
NATHAN JOHNSON

  
JOHN DIETZ

  
CONNIE LEHMAN

  
RICHARD (MIKE) FLINT

ORDINANCE NO. 4 - 2016  
AMENDING CHAPTER 9, FLOODPLAIN ZONING ORDINANCE  
(Petition 1-2016)  
Page 2

**Fiscal Note:** Failure to adopt may have negative fiscal impacts upon the County including the ability to receive future grants from the DNR and being assessed the cost necessary to adopt the dam failure analyses for Sauk County.

KPB

**MIS Note:** No Impact.

## APPENDIX A

### CHAPTER 9

## SAUK COUNTY FLOODPLAIN ZONING ORDINANCE

### SUBCHAPTER I

#### GENERAL PROVISIONS

#### 9.002 General provisions.

##### (2) OFFICIAL MAPS AND REVISIONS.

(d) *Official Maps: based on other studies.* Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

16. Floodway map dated March 16, 2000 and titled "Hydraulic Shadow-Lee Lake/Little Baraboo River."

17. Flood profile undated and titled, "Flood Profiles with Hydraulic Shadow-Little Baraboo River."

18. Floodway data table dated March 2000 and titled "Lee Lake-Dam Break Analysis."

19. Floodway map dated February 11, 2016 and titled, "Huey Duck Dam Failure Analysis-Hydraulic Shadow Map."

20. Flood profile undated and titled, "Unnamed Tributary of Dell Creek- Max Water Surface Hydraulic Shadow."

21. Floodway data table undated and titled "Huey Duck Dam Failure Floodway Data."

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

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Amended by the Sauk County Board of Supervisors on  
September 20, 2016 – Ordinance No. \_\_\_\_-16.



**Staff Report**  
**Conservation, Planning, and Zoning Committee**  
**Conservation, Planning, and Zoning Department, applicant**  
**Petition 1-2016**

*Hearing Date: August 23, 2016*

**Applicant:**

Sauk County Conservation, Planning  
and Zoning Department

**Staff:**

Brian Cunningham  
355-4833

[bcunningham@co.sauk.wi.us](mailto:bcunningham@co.sauk.wi.us)

**Current Zone:**

Floodplain District Areas

**Proposed Zone:**

Floodplain District Areas

**Comprehensive Plans:**

NA

**Areas subject to the New Ordinance :**

Properties within the hydraulic  
shadow maps of the Lee Lake Dam  
and Huey Duck Dam (See Maps).

**Notification:**

(by U.S. mail, except newspaper)

July 18, 2016: Newspaper

July 18, 2016: CPZ Committee

July 18, 2016: Town Clerks

July 18, 2016: Airports

**Town Board Approval:**

NA

**Exhibits:**

A. Sauk County Floodplain Zoning  
Ordinance Public Hearing Draft

B. Hydraulic shadow maps, flood  
profiles, and floodway data tables  
for both Lee Lake and Huey Duck  
Dams.

**Request**

Amend the Sauk County Floodplain Zoning Ordinance  
(Chapter 9) to adopt the dam failure analyses for both the Lee  
Lake Dam and the Huey Duck Dam.

Wis. Stat. § 87.30 and Wis. Admin. Code § NR 116.05 requires  
that floodway maps, flood profiles, and floodway data tables  
be adopted as part of the Sauk County Floodplain Zoning  
Ordinance. The amendment (found on pg. 3) of the Sauk  
County Floodplain Zoning Ordinance (Chapter 9) includes:

- a. Floodway map February 25, 2016, "Hydraulic Shadow Map  
Cazenovia Dam"
- b. Flood profile (undated), "Flood Profiles with Hydraulic  
Shadow-Little Baraboo River"
- c. Floodway data table, March 2000, "Lee Lake-Dam Break  
Analysis"
- d. Floodway map, February 11, 2016, "Huey Duck Dam  
Failure Analysis-Hydraulic Shadow Map"
- e. Flood profile (undated), "Unnamed Tributary of Dell Creek-  
Max Water Surface Hydraulic Shadow"
- f. Floodway data table (undated), "Huey Duck Dam Failure  
Floodway Data"

**Background**

In April 2000, the Wisconsin Department of Natural Resources  
approved the dam failure analysis for the Cazenovia Dam, and  
in January 2016, the Wisconsin Department of Natural  
Resources also approved the dam failure analysis for Huey  
Duck Lake Dam. Based on the results of the approved studies  
both dams were given a final hazard rating of "High Hazard."

The dam failure analyses identified areas of potential dam  
failure inundation including the hydraulic shadow of the  
floodway designated areas. Wis. Stat. § 87.30 and Wis.  
Admin. Code § NR 116.05 requires that the floodway map,  
flood profiles, and floodway data table be adopted into the  
Sauk County Floodplain Zoning Ordinance.

Adopting the dam failure analyses as part of the Sauk County  
Floodplain Zoning Ordinance will put in place certain land use  
controls that will require development to conform to the  
provisions set forth and defined by the Floodfringe and  
Floodway Districts. The adoptions of the dam breach  
analyses will prevent additional homes from being built in the  
hydraulic shadow if the dam fails and will therefore minimize  
the danger to life, health, and property.



Sauk County has administered Floodplain Zoning for the past 24 years. The true financial impact of deciding whether or not to update the ordinance and continue to participate in the NFIP program is realized by those who receive the insurance benefits within the county. According to the 2011 State of Wisconsin Hazardous Mitigation Plan Document, which is produced by the Wisconsin Department of Natural Resources, the county received \$26,934,998 in disaster relief funds, \$26,113,564 of which was received for the 2008 flood.

Sauk County is aware that by not approving the county floodplain zoning ordinance and subsequent maps, Wisconsin Statutes give the authority to the DNR to adopt an ordinance superseding Sauk County's and may assess the cost necessary to perform such duties to Sauk County. It would also be the duty of the county to administer and enforce the ordinance in the same manner as if the county had adopted it.

#### Committee Action Options

Approve Petition ~~X~~-2016: Based on the facts of the request presented at the public hearing, the revised Sauk County Floodplain Protection Ordinance, Chapter 9, be approved. *(Staff recommends approval since this is required by Wis. Stat. § 87.30 and Wis. Admin. Code § NR 116.05 and was approved by WDNR.)*

Disapprove Petition ~~X~~-2016, based on the facts of the request presented at the public hearing. *(Not Recommended.)*

Modify and Approve Petition X-2016. Based on additional amendments requested by interested parties, the WDNR, or submitted by staff for review by the Conservation, Planning, and Zoning Committee. *(Not Recommended.)*

OFFICE OF  
SAUK COUNTY CONSERVATION, PLANNING AND ZONING  
SAUK COUNTY WEST SQUARE BUILDING  
505 BROADWAY  
BARABOO, WI 53913  
Telephone: (608) 355-3245

**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 23, 2016, at 9:15 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 1-2016 Ordinance Amendment. A petition to amend Chapter 9, the Sauk County Floodplain Zoning Ordinance.
- 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. A petition to amend the Sauk County Floodplain Zoning Ordinance which includes Dam Failure Analyses for the Lee Lake Dam in the Town of Ironton and the Huey Duck Dam in the Town of Excelsior.
- B. Any person desiring more information or to request copies of related maps and studies may contact the Sauk County Conservation, Planning, and Zoning Office, Brian Cunningham, at the Sauk County West Square Building (Telephone 608/355-3245). Copies of the proposed ordinance, maps, and studies may also be obtained from the Sauk County Clerk.

Date: July 18, 2016

SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE

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

To be published August 4, 2016 and August 11, 2016

For office use only: Pet. No. 1-2016

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 608-355-3245 or TDD 608-355-3490.

ORDINANCE NO. 5-2016

APPROVING AN AMENDMENT TO REPEAL AND RECREATE SAUK COUNTY CODE OF  
ORDINANCES, CHAPTER 8, SHORELAND PROTECTION ORDINANCE  
(Petition 2-2016)

The County Board of the County of Sauk does ordain as follows:

**WHEREAS**, this ordinance is adopted pursuant to the authorization contained in Wis. Stat. § 59.692 and Wis. Adm. Code NR § 115.06(2)(b)1a, and the property affected by the ordinance change includes all shorelands of navigable waters defined in Wis. Stat. § 281.31(2)(d) in the unincorporated areas of Sauk County; and,

**WHEREAS**, Sauk County has administered Sauk Co. Code Ch. 8, Shoreland Protection Ordinance since 1968, with the last comprehensive revision of this ordinance in March 1986, with subsequent minor amendments since; and,

**WHEREAS**, Sauk County has completed this comprehensive revision to its Shoreland Protection Ordinance, Chapter 8, using the state model ordinance as required by the Wis. Adm. Code NR ch. 115 (NR115); and,

**WHEREAS**, this revision process began over a decade ago, and has included multiple extensions and multiple changes by the legislature through 2015 Wis. Act. 55; 2015 Wis. Act 167; and 2015 Wis. Act 391, with the law requiring counties to adopt a shoreland ordinance that complies with state law by October 1, 2016; and,

**WHEREAS**, a public hearing was held by the Conservation, Planning and Zoning Committee on August 23, 2016, and your undersigned committee has considered the repeal and recreation of Sauk Co. Code Ch. 8 and the comporting amendment to Sauk Co. Code § 20.07(4), and believes that adoption of these ordinances is in the best interest of the people of Sauk County.

**NOW, THEREFORE, BE IT ORDAINED** by the Sauk County Board of Supervisors met in regular session, that Sauk Co. Code ch. 8, Shoreland Protection Ordinance is hereby amended to read as attached hereto as Appendix A, and Sauk Co. Code § 20.07(4) is hereby amended to read as attached hereto on Appendix B, with both effective upon passage.

For consideration by the Sauk County Board of Supervisors on September 20, 2016.

Respectfully submitted,

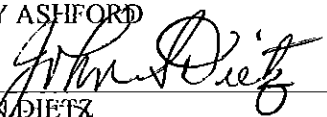
CONSERVATION, PLANNING, AND ZONING COMMITTEE

  
DENNIS POLIVKA, CHAIR


  
ERIC PETERSON

JUDY ASHFORD

  
NATHAN JOHNSON

  
JOHN DIETZ

  
CONNIE LEHMAN

  
RICHARD (MIKE) FLINT

Fiscal Note: No Impact  
MIS Note: No Impact  
KPB

## APPENDIX B

### CHAPTER 20

#### UNIFORM CITATION ORDINANCE

##### 20.07 Schedule of Forfeitures.

- (3) **CHAPTER SEVEN: ZONING ORDINANCE**; pursuant to Section 7.146 ~~7.155~~ which authorizes penalties of not less than \$50.00 nor more than \$200.00.

##### FORFEITURE PROVISIONS, DESCRIPTIONS AND SECTION NUMBERS

- (a) \$ 200 violations of Subchapter IV, Permitted, Conditional, and Special Exception Uses
- (b) \$ 150 violations of Subchapter V Secondary Standards
- (c) \$ 50 violations of Subchapter VI Parking and Loading
- (d) \$ 200 violations of Subchapter VII Lot Area, Lot Coverage, Setbacks, Floor Area, Density, Building Height
- (e) \$ 150 violations of Subchapter VIII Nonconforming Uses and Structures
- (f) \$ 50 violations of Subchapter IX Planned Rural Development
- (g) \$ 100 violations of Subchapter X Sign Regulations
- (h) \$ 200 violations of Subchapter XI Mobile Tower Siting
- ~~(i) \$ 200 violations of Subchapter XII Procedures and Administration~~

- (4) **CHAPTER EIGHT: SHORELAND PROTECTION ORDINANCE**; pursuant to Section 8.15(3) ~~8.017~~ which authorizes penalties of not ~~less than \$10.00 nor~~ more than \$200.00.

##### FORFEITURE PROVISIONS, DESCRIPTION AND SECTION NUMBERS

- (a) ~~\$ 100 dimension of building site regulations; s. 8.05~~  
~~\$ 200 violations of Subchapter III, Shoreland Zoning Requirements~~
- (b) ~~\$ 100 highway setback lines; s. 8.06(1)~~  
~~\$ 200 violations of Subchapter IV, Procedures and Administration~~
- ~~(c) \$ 100 boathouse regulations; s. 8.06(3)~~
- ~~(d) \$ 100 building setbacks from the water; s. 8.06(2)~~
- ~~(e) \$ 150 tree cutting regulations; s. 8.07~~
- ~~(f) \$ 150 filling, grading, lagooning and dredging regulations; s. 8.08~~

- (g) ~~\$ 150 regulations of noneconforming uses; s. 8.09~~
- (h) ~~\$ 100 conditional uses (special exception permits required); s. 8.13(3)(a) and (b)~~
- (i) ~~\$ 200 violations of conditions attached to special exception permits; s. 8.13(3)(c)~~
- (j) ~~\$ 150 land use permits, when required; s. 8.13(2)~~
- (k) ~~\$ 50 zoning permits, information and materials to be supplied on application; s. 8.13(5)~~

- (11) **CHAPTER TWENTY-FOUR: NONMETALLIC MINING RECLAMATION ORDINANCE**; pursuant to Section 24.33 ~~24.20~~ which authorizes penalties, referencing Wis. Stat. § 295.19(3), of not less than \$10.00 nor more than \$5,000.00 for each violation. Each day of continued violation is a separate offense.

FORFEITURE PROVISIONS, DESCRIPTION AND SECTION NUMBERS

- (a) \$ 500 violation of ch. 24; s. 24.33 ~~24.20~~
- (b) \$ 2,500 violation of an approved reclamation plan; s. 24.33 ~~24.20~~

- (12) **CHAPTER TWENTY-FIVE: PRIVATE SEWAGE SYSTEM ORDINANCE**; pursuant to Section 25.15 ~~25.23~~ which authorizes penalties of \$50.00 for the first offense, not less than \$50.00 nor more than \$200.00 for each subsequent offense.

FORFEITURE PROVISIONS, DESCRIPTION AND SECTION NUMBERS

- (a) \$ 50 first violation of s. 25.07 through s. 25.13 ~~25.23~~
- (b) \$ 100 second violation of s. 25.07 through s. 25.13 ~~25.23~~
- (c) \$ 200 third and subsequent violations of s. 25.07 through s. 25.13 ~~25.23~~

---

Amended by the Sauk County Board of Supervisors on  
September 20, 2016, Ordinance No. 16

## APPENDIX A

### CHAPTER 8

#### SHORELAND PROTECTION

SUBCHAPTER I		8.006	Setbacks.
STATUTORY AUTHORIZATION,		8.007	Vegetation.
FINDING OF FACT, AND PURPOSE		8.008	Filling, grading, lagooning, dredging, ditching and excavating.
8.001	Statutory authorization.	8.009	Impervious surface standards.
8.002	Finding of fact.	8.010	Height.
8.003	Purpose.	8.011	Nonconforming uses and structures.
SUBCHAPTER II		8.012	Shoreland-wetland district.
DEFINITIONS		8.013	Mitigation.
8.004	Purpose and word usage.	8.014	Subdivision or commercial development stormwater management.
8.005	Definitions.	SUBCHAPTER IV	
SUBCHAPTER III		PROCEDURES AND ADMINISTRATION	
SHORELAND ZONING REQUIREMENTS		8.015	Procedures and administration.
8.003	General provisions.	8.016	Changes and amendments.
8.004	Land division, planned unit development, and sanitary regulations.	8.017	Enforcement and penalties.
8.005	Minimum lot size.		

#### SUBCHAPTER I

##### GENERAL PROVISIONS

**8.001 Statutory authorization.** This ordinance is adopted pursuant to the authorization contained in Wis. Stat. § 59.692 to implement Wis. Stat. §§ 59.692 and 281.31.

**8.002 Finding of fact, purpose.** Uncontrolled use of the shorelands and pollution of the navigable waters of Sauk County, Wisconsin, adversely affect the public health, safety, convenience, and general welfare. The Wisconsin legislature has delegated responsibility to Sauk County to further the maintenance of safe and healthy conditions, prevent and control water pollution, protect spawning grounds, fish, and aquatic life, control building sites, placement of structures, and land uses, and preserve shore cover and natural beauty. This responsibility is hereby recognized by Sauk County, Wisconsin.

**8.003 Purpose.** For the purpose of promoting and protecting the public health, safety, convenience, and general welfare, and to promote and protect the public trust in navigable waters, this ordinance has been established to:

(1) Protect spawning grounds, fish, and aquatic life through:

(a) Preserving wetlands and other fish and aquatic habitat.

(b) Regulating pollution sources.

(c) Controlling shoreline alterations, dredging, and lagooning.

(2) Control building sites, placement of structures, and land uses through:

(a) Prohibiting certain uses detrimental to shoreland-wetlands.

(b) Setting minimum lot sizes and widths.

(c) Setting minimum building setbacks from waterways.

(d) Setting the maximum height of near-shore structures.

(3) Preserve and restore shoreland vegetation and natural scenic beauty through:

(a) Restricting the removal of natural shoreland cover.

(b) Preventing shoreline encroachment by structures.

(c) Controlling shoreland excavation and other earth-moving activities.

(d) Regulating the use and placement of boathouses and other structures.

(4) Further the maintenance of safe and healthy conditions and prevent and control water pollution through:

(a) Limiting structures to areas where soil and geological conditions will provide a safe foundation.

(b) Establishing minimum lot sizes to provide adequate area for private on-site waste treatment systems.

(c) Controlling filling and grading to prevent soil erosion problems.

(d) Limiting impervious surfaces to control runoff which may carry pollutants.

## SUBCHAPTER II

### DEFINITIONS

**8.001 Purpose and word usage.** For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:

(1) Words used in the present tense include the future.

(2) Words in the singular number include the plural number, and words in the plural number include the singular number.

(3) The word "shall" is mandatory, not permissive.

(4) All districts, unless otherwise specified, shall be measured horizontally.

**8.002 Definitions.** For the purposes of this chapter, certain words and terms are defined as follows:

(1) "Access and viewing corridor" means a strip of vegetated land that allows safe pedestrian access to the shore through the vegetative buffer zone.

(2) "Berth" means a space at a pier, wharf, boat shelter, or boathouse suitable for mooring a single watercraft of a type commonly in use on the waterbody where the berth is located.

(3) "Boat hoist" means a mechanical device used to raise and lower a boat.

(4) "Boat shelter" means a structure in navigable waters designed and constructed for the purpose of providing cover for berth place for watercraft, which may include a roof but may not have walls or sides. A boat shelter structure may include a boat hoist.

(5) "Boathouse" means a permanent structure used for storage of watercraft and

associated materials and includes all structures which are totally enclosed, have roofs or walls or any combination of these structural parts. Boathouses may not be used for human habitation.

(6) "Building envelope" means the 3-dimensional space within which a structure is built.

(7) "Campground" means any premise established for overnight habitation by persons using equipment designed for the purpose of temporary camping and for which a fee is charged.

(8) "Class II notice" means a notice as specified in Wis. Stat. ch. 985. Publication of a hearing notice in an official newspaper of circulation on the affected area twice on consecutive weeks, the last at least 7 days prior to the hearing.

(9) "Department" means the Sauk County Conservation, Planning, and Zoning Department.

(10) "Development" means any man-made change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures, or accessory structures; the construction of additional or substantial alterations to buildings, structures or accessory structures; the placement of mobile homes; ditching, lagooning, dredging, filling, grading, paving, excavating, or drilling operations, and the deposition or extraction of earthen materials.

(11) "Drainage system" means one or more artificial ditches, tile drains or similar devices which collect surface runoff or groundwater and convey it to a point of discharge.

(12) "Existing development pattern" means that principal structures exist within 250 feet of a proposed principal structure in both directions along the shoreline.

(13) "Floodplain" means the land which has been, or may be hereafter, covered by flood water during the regional flood. The floodplain includes the floodway and the flood fringe as defined in Wis. Admin. Code ch. NR 116.

(14) "Flood proofing" means any combination of structural provisions, changes, or adjustments to properties, structures, water and sanitary facilities, and contents of buildings

subject to flooding for the purpose of reducing or eliminating flood damage.

(15) "Floor area" means the area, measured in square feet, within the outer lines of the exterior walls of a building, at the top of the foundations or basement wall, provided that the floor area of a dwelling may not include space that is unusable for living quarters, such as attics, utility or unfinished basement rooms, garages, breezeways or unenclosed porches, or terraces. Floor area includes all area regardless of ability to stand upon; or whether the surface is covered or contains a floor.

(16) "Footprint" means the land area covered by a structure at ground level measured on a horizontal plane. The footprint of a residence or building includes the horizontal plane bounded by the furthest exterior wall and eave if present, projected to natural grade. For structures without walls, including decks, stairways, patios, and carports, a single horizontal plane bounded by the furthest portion of the structure projected to natural grade. For the purposes of replacing or reconstructing a nonconforming building with walls, the footprint may not be expanded by enclosing the area that is located within the horizontal plane from the exterior wall projected to natural grade. This constitutes a lateral expansion under Wis. Admin. Code ch. NR 115 and would need to follow § NR 115.05 (1)(g)5.

(17) "Gazebo" means an open-sided structure that is designed for viewing, which may not be used as sleeping accommodations, and which has no water service.

(18) "Generally accepted forestry management practices" means forestry management practices that promote sound management of a forest. Generally accepted forestry management practices include those practices contained in the most recent version of the Wisconsin Department of Natural Resources publication entitled *Wisconsin Forest Management Guidelines*.

(19) "Impervious surface" means an area that releases as runoff all or a majority of the precipitation that falls on it. Impervious surface excludes frozen soil but includes rooftops, sidewalks, decks, patios, paved driveways, unpaved driveways, parking lots, and streets unless designed, constructed, and maintained to

be pervious. Roadways as defined in § 340.01(54), Wis. Admin. Code, or sidewalks as defined in s. 340.01(58), Wis. Adm. Code, are not considered impervious surfaces.

(20) "Lagoon" means an artificial enlargement of a waterway.

(21) "Landing" means a platform interrupting a flight of stairs, limited to a maximum of 40 square feet.

(22) "Lift" means a mechanical device that is designed to transport persons and cargo up or down a hill from the house to the water's edge. A lift platform may not exceed 40 square feet in size. A lift may have open safety railings on the sides which are not solid and may have a roof or canopy located over it.

(23) "Lot width" means the distance between side lines of the lot at the building line. In the case of a shoreland lot, the lot width is the width of the lot 75 feet from the waterline.

(24) "Lot of record" means a land area designated in a subdivision plat, plat of survey, or certified survey map, or described in a conveyance recorded in the Sauk County Register of Deeds office which complied with zoning laws in existence when the property was originally divided, or recorded, or both, but which no longer complies with the current minimum land area within the applicable zoning district. The land area shall be occupied by or designed to provide space necessary for one main building and its accessory buildings or uses.

(25) "Maintenance and repair of structures" means activities such as interior remodeling, painting, decorating, paneling, plumbing, insulation, and replacement of windows, doors, wiring, siding, shingles, sheathing, and other nonstructural components and the repair of cracks in foundations, sidewalks, walkways, and the application of waterproof coatings to foundations.

(26) "Mitigation" means balancing measures that are designed, implemented, and function to restore natural functions and values that are otherwise lost through development and human activities.

(27) "Mobile home" means a detached single-family dwelling unit designed for long term occupancy that may contain sleeping accommodations, a flush toilet, a tub or shower



bath, and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems, which is designed to be transported on its own wheels.

(28) "Navigable waters" means Lake Superior, Lake Michigan, all natural inland lakes within Wisconsin, and all streams, ponds, sloughs, flowages, and other waters within the territorial limits of this state, including the Wisconsin portion of boundary waters, which are navigable under the laws of this state. Navigable waters under Wis. Stat. § 281.31(2)(d) and administrative rules promulgated thereunder, shoreland ordinances required under Wis. Stat. § 59.692, and Wis. Admin. Code ch. NR 115, do not apply to lands adjacent to:

(a) Farm drainage ditches where the lands are not adjacent to a natural navigable stream or river and where the lands were not navigable streams before ditching; and

(b) Artificially constructed drainage ditches, ponds or stormwater retention basins that are not hydrologically connected to a natural navigable water body.

(29) "Open fence" means a fence which has 50% or more open space.

(30) "Ordinary high water mark" means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction, or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristics.

(31) "Pier" means any structure extending vertically into navigable waters from the shore with water on both sides, built or maintained for the purpose of providing a berth for watercraft or for loading or unloading cargo or passengers onto or from watercraft.

(32) "Pond" means any naturally occurring or artificially created structure of 200 square feet or more which impounds water all or part of the year.

(a) An embankment pond is made by building an embankment or dam across a stream or watercourse where the channel is depressed long enough to allow water storage.

(b) Excavated pond located in the wetland district. Made by digging a hole or excavation in

an area capable of sustaining year-round water levels to a depth not to exceed 4 feet. The water capacity is obtained almost entirely by excavation. Any spoil material may not be placed within the wetland district.

(c) Excavated pond with limited filling made by digging a hole or excavation and shaping the spoil material to allow for an area capable of sustaining year-round water levels.

(33) "Privy" means a structure that is not connected to a plumbing system which is used by persons for the deposition of human body wastes.

(34) "Regional flood" means a flood determined to be representative of large floods known to have generally occurred in Wisconsin and which may be expected to occur on a particular stream because of like physical characteristics, once in every 100 years.

(35) "Routine maintenance of vegetation" means normally accepted horticultural practices, including pruning or removal of dead or dying vegetation, that do not result in the loss of any layer of existing vegetation and do not require earth disturbance.

(36) "Setbacks, water" means the minimum horizontal distance from the ordinary high water mark of a body of water to the nearest part of a structure.

(37) "Shoreland" means lands within the following distances from the ordinary high water mark of navigable waters: 1,000 feet from a lake, pond, or flowage; and 300 feet from a river or stream or to the landward side of the floodplain, whichever distance is greater.

(38) "Shoreland setback" also known as the "shoreland setback area" in s. 59.692(1)(bn), means an area in a shoreland that is within a certain distance of the ordinary high water mark in which the construction or placement of structures has been limited or prohibited under an ordinance enacted under Wis. Stat. § 59.692.

(39) "Silvicultural thinning" means a woodland management practice which, for the purposes of this ordinance, improves or maintains the quality of adjacent surface water through responsible cutting in shoreland; and by which long lived species are perpetuated and provision is made for efficient methods of slash disposal.

(40) “Solid fence” means a fence which has less than 50% open space.

(41) “Special exception” means a use which is permitted by this ordinance provided that certain conditions specified in the ordinance are met and that a permit is granted by the Sauk County Board of Adjustment.

(42) “Structure” means a principal structure or any accessory structure including a garage, shed, boathouse, sidewalk, walkway, patio, deck, retaining wall, porch or firepit.

(43) “Substandard lot” means a lot that does not conform to the dimensional or area requirements of this ordinance.

(44) “Unnecessary hardship” means that circumstance where special conditions, which were not self-created, affect a particular property and make strict conformity with restrictions governing area, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of this ordinance.

(45) “Variance” means an authorization granted by the Sauk County Board of Adjustment to construct or alter a building or structure in a manner that deviates from the dimensional standards of this ordinance.

(46) “Vegetative buffer zone” means a vegetated area within 35 feet of the ordinary high water mark.

(47) “Vegetative cover” means unmowed vegetation composed of at least two of the following layers: herbaceous, saplings, shrub, and tree.

(48) “Wetlands” means those areas where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation, and that have soils indicative of wet conditions.

(49) “Wharf” means any structure in navigable waters extending along the shore and generally connected with the uplands throughout its length, built or maintained for the purpose of providing a berth for watercraft or for loading or unloading cargo or passengers onto or from watercraft.

(50) “Zoning administrator” means a staff person employed as director of the Conservation, Planning, and Zoning Department or any additional staff which have been delegated authority by the zoning administrator

to exercise the functions of this ordinance assigned to the zoning administrator.

### SUBCHAPTER III

#### SHORELAND ZONING REQUIREMENTS

**8.003 General provisions. (1) JURISDICTION.** Areas regulated by this ordinance shall include all the shorelands in the unincorporated areas of Sauk County which are as follows:

(a) Within 1,000 feet from the ordinary high water mark of a navigable lake, pond, or flowage. If the navigable water is a glacial pothole lake, the distance shall be measured from the ordinary high water mark thereof. Lakes, ponds, or flowages in Sauk County shall be presumed to be navigable if they are listed in the Wisconsin Department of Natural Resources publication FH-800 2009 *Wisconsin Lakes* book or are shown on United States Geological Survey quadrangle maps (1:24,000 scale) or other zoning base maps.

(b) Within 300 feet of the ordinary high water mark of a navigable river or stream or to the landward side of the floodplain, whichever distance is greater. Rivers and streams in Sauk County shall be presumed to be navigable if they are designated as perennial waterways or intermittent waterways on United States Geological Survey quadrangle maps (1:24,000). Flood hazard boundary maps, flood insurance rate maps, flood boundary-floodway maps, county soil survey maps, or other existing county floodplain zoning maps shall be used to delineate floodplain areas.

(c) The provisions of this chapter apply to regulation of the use and development of unincorporated shoreland areas and to annexed or incorporated areas. Unless specifically exempted by law, all cities, villages, towns, counties, and, when Wis. Stat. § 13.48(13) applies, state agencies are required to comply with, and obtain all necessary permits under local shoreland ordinances. The construction, reconstruction, maintenance, or repair of state highways and bridges carried out under the direction and supervision of the Wisconsin Department of Transportation is not subject to local shoreland zoning ordinances if Wis. Stat.

§ 30.2022(1) applies, pursuant to Wis. Admin. Code § NR 115.02. Shoreland zoning requirements in annexed or incorporated areas are provided in Wis. Stat. §§ 61.353 and 62.233.

(d) Determinations of navigability and ordinary high water mark location shall be made by the zoning administrator. When questions arise, the zoning administrator shall contact the appropriate office of the Wisconsin Department of Natural Resources for a final determination of navigability or ordinary high water mark. The county may work with surveyors with regard to § 59.692(1h).

(e) Pursuant to Wis. Stat. § 281.31(2m), notwithstanding any other provision of law or administrative rule promulgated thereunder, this shoreland zoning ordinance does not apply to: lands adjacent to farm drainage ditches if:

1. Lands adjacent to farm drainage ditches if:

a. The lands are not adjacent to a natural navigable stream or river;

b. Those parts of the drainage ditches adjacent to the lands were not navigable streams before ditching; and

2. Lands adjacent to artificially constructed drainage ditches, ponds, or stormwater retention basins that are not hydrologically connected to a natural navigable water body.

(f) *Shoreland-wetland maps.* The most recent version of the Wisconsin Wetland Inventory as depicted on the Department of Natural Resources Surface Water Data Viewer is made part of this ordinance. The maps can be viewed at the Wisconsin DNR website.

(2) COMPLIANCE. The use of any land, the size, shape, and placement of lots, the use, size, type, and location of structures on lots, the installation and maintenance of water supply and waste disposal facilities, the filling, grading, lagooning, dredging of any lands, the cutting of shoreland vegetation, the subdivision of lots, shall be in full compliance with the terms of this ordinance and other applicable local, state, or federal regulations. Buildings and other structures shall require a land use permit unless otherwise expressly excluded by a provision of this ordinance. Property owners, builders, and contractors are responsible for compliance with the terms of this ordinance.

(3) MUNICIPALITIES AND STATE AGENCIES REGULATED. Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply when Wis. Stat. § 13.48(13), applies. The construction, reconstruction, maintenance, and repair of state highways and bridges by the Wisconsin Department of Transportation are exempt when Wis. Stat. § 30.2022(1) applies.

(4) ABROGATION AND GREATER RESTRICTIONS. The provisions of this ordinance supersede any provisions in a county zoning ordinance that solely relate to shorelands. If a zoning standard only applies to lands that lie within the shoreland and applies because the lands are in a shoreland, then this ordinance supersedes those provisions. Where an ordinance adopted under a statute other than Wis. Stat. § 59.692 does not solely relate to shorelands and is more restrictive than this ordinance, for example a floodplain ordinance, that ordinance shall continue in full force and effect to the extent of the greater restrictions.

(a) This ordinance shall not require approval or be subject to disapproval by any town or town board.

(b) If an existing town ordinance relating to shorelands is more restrictive than this ordinance or any amendments to this ordinance, the town ordinance continues in all respects to the extent of the greater restrictions, but not otherwise.

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

(d) The following provisions of the Sauk County Zoning Ordinance are hereby incorporated by reference; these provisions shall only apply to the shoreland area where they impose greater restrictions than this ordinance otherwise imposes.

(e) This ordinance may establish standards to regulate matters that are not regulated in Wis. Admin. Code ch. NR 115, but that further the purposes of shoreland zoning as described in s. 8.003 of this ordinance.

(f) Counties may not establish shoreland zoning standards in a shoreland zoning ordinance that requires any of the following:

1. Approval to install or maintain outdoor lighting in shorelands, impose any fee or mitigation requirement to install or maintain outdoor lighting in shorelands, or otherwise prohibits or regulates outdoor lighting in shorelands if the lighting is designed or intended for residential use.

2. Requires any inspection or upgrade of a structure before the sale or other transfer of the structure may be made.

(g) The construction and maintenance of a facility is considered to satisfy the requirements of a shoreland zoning ordinance if:

1. The Wisconsin Department of Natural Resources has issued all required permits or approvals authorizing the construction or maintenance under ch. 30, 31, 281, or 283.

2. A "facility" means any property or equipment of a public utility, as defined in s. 196.01 (5), or a cooperative association organized under ch. 185 for the purpose of producing or furnishing heat, light, or power to its members only, that is used for the transmission, delivery, or furnishing of natural gas, heat, light, or power.

(5) INTERPRETATION. In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of Sauk County and may not be deemed a limitation or repeal of any other powers granted by Wisconsin Statutes. Where a provision of this ordinance is required by statute and a standard in Wis. Admin. Code ch. NR 115, and where the ordinance provision is unclear, the provision shall be interpreted in light of the statute and Wis. Admin. Code ch. NR 115 standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

(6) SEVERABILITY. If any portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

#### **8.004 Land division review, planned unit development and sanitary regulations.**

(1) LAND DIVISION REVIEW. Pursuant to Wis.

Stat. § 236.45, the county shall review all land divisions in shoreland areas that create 3 or more parcels or building sites of 5 acres each or less within a 5-year period. In land division review, all of the following factors shall be considered:

- (a) Hazards to the health, safety or welfare of future residents.

- (b) Proper relationship to adjoining areas.

- (c) Public access to navigable waters, as required by law.

- (d) Adequate stormwater drainage facilities.

- (e) Conformity to state law and administrative code provisions.

(2) PLANNED UNIT DEVELOPMENT (PUD).

- (a) *Purpose.* Planned unit development is intended to permit smaller, non-riparian lots where the physical layout of the lots is so arranged as to better assure the control of pollution and preservation of ground cover than would be expected if the lots were developed with the normal lot sizes and setbacks and without special conditions placed upon the planned unit development at the time of its approval. A condition of all planned residential unit development is the preservation of certain open space, preferably on the shoreland, in perpetuity.

- (b) *Requirements for planned unit development.* The county board may, at its discretion, upon its own motion or upon petition, approve a planned unit development overlay district upon petition, approve a planned unit development overlay district upon finding, after a public hearing, that all of the following facts exist:

1. 'Area.' The area proposed for the planned unit development shall be at least 2 acres in size or have a minimum of 200 feet of frontage on a navigable water.

2. 'Lots.' Any proposed lot in the planned unit development that does not meet the minimum size standards of ss. 8.005(2) and 8.005(3) shall be a non-riparian lot.

3. 'Lot sizes, width, setbacks, and vegetation removal.' When considering approval of a planned unit development the governing body shall consider whether proposed lot sizes, widths, and setbacks are of adequate size and distance to prevent pollution or erosion along streets or other public ways and

waterways. Increased shoreland setbacks shall be condition of approval as a way of minimizing adverse impacts of development. Shore cover provisions in s. 8.007(2) shall apply except that maximum width of a lake frontage opening shall be 100 feet and minimum vegetative buffer depth shall be increased to offset the impact of the proposed development.

(3) The county shall adopt sanitary regulations for the protection of health and the preservation and enhancement of water quality.

(a) Where public water supply systems are not available, private well construction shall be required to conform to Wis. Admin. Code ch. NR 812.

(b) Where a public sewage collection and treatment system is not available, design and construction of private, on-site waste treatment systems shall, prior to July 1, 1980, be required to comply with Wis. Admin. Code ch. SPS 383, and after June 30, 1980, be governed by a private sewage system ordinance adopted by the county under Wis. Stat. § 59.70(5).

**8.005 Minimum lot size.** (1) **PURPOSE.** Minimum lot sizes in the shoreland area shall be established to afford protection against danger to health, safety, and welfare, and protection against pollution of the adjacent body of water. In calculating the minimum width of a lot, the beds of navigable waters shall not be included.

(2) **SEWERED LOTS.** The minimum lot area shall be 10,000 square feet and the minimum average lot width shall be 65 feet at the building setback line with at least 65 feet of frontage at the ordinary high water mark.

(3) **UNSEWERED LOTS.** The minimum lot area shall be 20,000 square feet and the minimum average lot width shall be 100 feet at the building setback line with at least 100 feet of frontage at the ordinary high water mark.

(4) **SUBSTANDARD LOTS.** A legally created lot or parcel that met minimum area and minimum average width requirements when created, but does not meet current lot size requirements, may be used as a building site if all of the following apply:

(a) The substandard lot or parcel was never reconfigured or combined with another lot or parcel by plat, survey, or consolidation by the owner into one property tax parcel.

(b) The substandard lot or parcel has never been developed with one or more of its structures placed partly upon an adjacent lot or parcel.

(c) The substandard lot or parcel is developed to comply with all other ordinance requirements.

(5) **OTHER SUBSTANDARD LOTS.** Except for lots which meet the requirements of s. 8.005(4) a building permit for the improvement of a lot having lesser dimensions than those stated in ss. 8.005(2) and 8.005(3) shall be issued only if a variance is granted by the board of adjustment.

**8.006 Setbacks.** (1) **BUILDING SETBACKS.** Permitted building setbacks shall be established to conform to health, safety and, welfare requirements, preserve natural beauty, reduce flood hazards, and avoid water pollution.

(2) **SHORELAND SETBACKS.** Unless exempt under s. 8.006(4) or reduced under s. 8.006(6), a setback of 75 feet from the ordinary high water mark of any navigable waters to the nearest part of a building or structure shall be required for all buildings and structures.

(3) **EXEMPT STRUCTURES.** All of the following structures are exempt from the 75 foot shoreland setback standards in s. 8.006(2) provided the following requirements are met and a land use permit is issued by the Department:

(a) Boathouses located entirely above the ordinary high water mark and entirely within the access and viewing corridor that do not contain plumbing and are not used for human habitation.

1. Boathouses, where permitted, shall be designed and constructed solely for the storage of boats and related equipment and shall not be used for human habitation. Any construction, including plumbing fixtures, heating and cooling equipment, patio doors, fire places, stoves, ranges, and second stories, which is inconsistent with the exclusive use of the boathouse, is prohibited.

2. One boathouse is permitted per lot. A boathouse is considered an accessory structure.

3. The construction or placement of boathouses below the ordinary high water mark of any navigable waters is prohibited.

4. Boathouses shall be set back a minimum of 5 feet and may not extend more than 35 feet

from the ordinary high water mark. Boathouses shall be constructed in conformity with local floodplain zoning standards.

5. Boathouses shall have a minimum total of 300 square feet and shall have a maximum total of 500 square feet floor area. Flat roofed surfaces of boathouses may be used as open recreational areas, but may not be enclosed, roofed, or have side walls or screens. Railings that contain 50% or more open space shall be considered an ordinary appurtenance.

6. Boathouse side walls may not exceed 8 feet in height.

7. All surface runoff associated with the boathouse shall be kept within the property lines or directed to the lake.

8. The main door shall face the water.

9. Rail systems must be depicted on proposed plans prior to construction.

10. Boathouses shall have a maximum width parallel to the shore of 15 feet.

11. Boathouses shall have a minimum sideyard setback of 20 feet.

(b) Open-sided and screened structures such as gazebos, decks, patios, and screen houses in the shoreland setback areas that satisfy the requirements in Wis. Stat. § 59.692(1v.).

1. The part of the structure that is nearest to the water is located at least 35 feet landward from the ordinary high water mark.

2. The total floor area of all the structures existing and proposed in or extending into the shoreland setback of 75 feet shall not exceed 200 square feet of floor area. In calculating this square footage, exempt structures such as boathouses, stairways, walkways, and lifts shall not be included.

3. The structure that is the subject of the request for special zoning permission has no sides or has open or screened sides.

4. The county must approve a plan that will be implemented by the owner of the property to preserve or establish a vegetative buffer zone that covers at least 70% of the half of the shoreland setback area that is nearest to the water. The location of the vegetative buffer shall be shown on a site plan prepared by a registered land surveyor and the boundaries clearly marked on the lot.

5. The structure must be free-standing and more than 5 feet from a principal structure.

6. An affidavit must be filed with the Sauk County Register of Deeds prior to construction acknowledging the limitations on vegetation.

(c) Broadcast signal receivers, including satellite dishes or antennas that are 3 feet or less in diameter and satellite earth station antennas that are 6 feet or less in diameter.

(d) Utility transmission and distribution lines, poles, towers, water towers, pumping stations, well pump house covers, private on-site wastewater treatment systems that comply with state statutes, and other utility structures that have no feasible alternative location outside of the minimum setback and that employ best management practices to infiltrate or otherwise control storm water runoff from the structure.

(e) Stairways, walkways, or rail systems that are necessary to provide pedestrian access to the shoreline and are a maximum of 60 inches in width as follows:

1. Only one stairway, walkway, lift, or combination thereof, shall be constructed. If a new lift is needed and approved by the department, it shall be mounted to an existing stairway or walkway.

2. The platform of the lift may not exceed 40 square feet.

3. Landings associated with stairs, walkways, and lifts shall be constructed only when required for safety purposes and if the landing does not exceed 40 square feet.

(f) Devices or systems used to treat runoff from impervious surfaces.

(4) EXISTING EXEMPT STRUCTURES. Existing exempt structures may be maintained, repaired, replaced, restored, rebuilt, and remodeled provided the activity does not expand the footprint and does not go beyond the three-dimensional building envelope of the existing structure. Counties may allow expansion of a structure beyond the existing footprint if the expansion is necessary to comply with applicable state or federal requirements.

(5) REDUCED PRINCIPAL STRUCTURE SETBACK. A setback less than the 75 foot required setback from the ordinary high water mark shall be permitted only for a proposed principal structure and shall be determined as follows:

(a) Where there are existing principal structures in both directions, the setback shall

equal the average of the distances the two existing principal structures are set back from the ordinary high water mark provided all of the following are met:

1. Both of the existing principal structures are located on adjacent lot to the proposed principal structure.

2. Both of the existing principal are located within 250 feet of the proposed principal structure and are the closest structure.

3. Both of the existing principal structures are located less than 75 feet from the ordinary high water mark.

4. The average setback may not be reduced to less than 35 feet from the ordinary high water mark of any navigable water.

- (b) A reduced principal structure setback may not be used for additions or accessory structures.

- (6) **SIDEYARD SETBACKS.** For all buildings there shall be a minimum sideyard setback of at least 10 feet.

- (7) **FLOODPLAIN STRUCTURES.** Buildings and structures to be constructed or placed in a floodplain shall be required to comply with any applicable floodplain zoning ordinance.

**8.007 Vegetation.** (1) **PURPOSE.** To protect natural scenic beauty, fish and wildlife habitat, and water quality, Sauk County shall regulate removal of vegetation in shoreland areas, consistent with the following:

- (a) Sauk County shall establish ordinance standards that consider sound forestry and soil conservation practices and the effect of vegetation removal on water quality, including soil erosion, and the flow of effluents, sediments, and nutrients.

- (b) A Sauk County land use permit approved by the department is required for the removal of vegetation, aside from minor trimming and pruning intended to enhance and not diminish the value of the vegetation.

- (2) **ACTIVITIES ALLOWED WITHIN A VEGETATIVE BUFFER ZONE.** To protect water quality, fish and wildlife habitat, and natural scenic beauty, and to promote preservation and restoration of native vegetation, the county ordinance shall designate land that extends from the ordinary high water mark to a minimum of 35 feet inland as a vegetative buffer zone and

prohibit removal of vegetation in the vegetative buffer zone except as follows:

- (a) Routine maintenance of vegetation, including removal of dead or dying trees.

- (b) Removal of trees and shrubs in the vegetative buffer zone to create access and viewing corridors. Pursuant to Wis. Stat. § 59.692(1f)(b), the viewing corridor may be no more than 35% in total of the length of a strip, measured along the ordinary high water mark.

- (c) The removal of trees and shrubs in the vegetative buffer zone may be permitted on a parcel with 10 or more acres of forested land consistent with “generally accepted forestry management practices” as defined in Wis. Admin. Code § NR 1.25 (2)(b), and described in Wisconsin Department of Natural Resources publication *Wisconsin Forest Management Guidelines*, publication FR-226.

- (d) The removal of vegetation within the vegetative buffer zone may be permitted to manage exotic or invasive species, damaged vegetation, vegetation that must be removed to control disease, or vegetation creating an imminent safety hazard, provided that any vegetation removed under the land use permit be replaced by replanting in the same area as soon as practicable.

- (e) Additional vegetation management activities in the vegetative buffer zone may be permitted provided that all management activities comply with detailed plans approved by the department and designed to control erosion by limiting sedimentation into the water body, to improve the plant community by replanting in the same area, and to maintain and monitor the newly restored area.

**8.008 Filling, grading, lagooning, dredging, ditching and excavating.** (1) Filling,

grading, lagooning, dredging, ditching and excavating may be permitted only in accordance with the provisions of Wis. Admin. Code § NR 115.04, the requirements of Wis. Stat. ch. 30, and other state and federal laws where applicable, and only if done in a manner designed to minimize erosion, sedimentation and impairment of fish and wildlife habitat and natural scenic beauty.

- (2) No filling or grading shall be done from the ordinary high water mark to 35 feet

back unless necessary to establish or re-establish the vegetative buffer or to install exempt structures. A Sauk County land use permit with an erosion control plan approved by the department is required for the following:

(a) For any construction, filling, grading, lagooning, ditching, or dredging commenced on any artificial waterway, canal, ditch, lagoon, pond, lake, or similar waterway that is within 300 feet landward of the ordinary highwater mark of a navigable body of water or to the landward side of the floodplain or where the purpose is to connect with a navigable body of water.

(b) The maintenance or repair of existing agricultural drainage systems shall be permitted to conform with the following construction standards:

1. The maintenance dredging of farm drainage ditches is limited to reestablishing the original ditch cross-section unless a land use permit under s. 8.008(2) is obtained.

2. Ditch banks shall be constructed at a slope of less than or equal to 2 horizontal to 1 vertical.

3. Ditch banks shall be maintained in sod cover and free of woody vegetation.

4. A 10-foot-wide buffer strip of untilled sod cover shall be maintained adjacent to the ditch bank. The Department may waive the 10-foot requirement if conservation practices are in place.

(c) Any pond 200 square feet or greater shall be considered a structure and shall comply with setbacks for structures pursuant to this chapter.

(d) Any pond 200 square feet or greater, and within 75 feet of a property line or road right-of-way, shall require the approval of a special exception by the board of adjustment.

(3) A Sauk County land use permit, with an engineered drainage and erosion control plan stamped by a licensed engineer, is required for the following, except as provided in ss. 8.008(6) and 8.008(7).

(a) For filling or grading of any area which is within 300 feet landward of the ordinary high water mark of navigable water and which has surface drainage toward the water and on which there are any of the topographic conditions listed below:

1. Any filling or grading on slopes of more than 20%.

2. Filling or grading of more than 2,000 square feet, excluding building foundation footprints and driveways, on slopes of 12% to 20%.

3. Filling or grading of more than 4,000 square feet, excluding building foundation footprints and driveways, on slopes less than 12%.

(b) For any filling and grading of any area on a slope greater than 20% which is located between 300 and 1000 feet landward of the ordinary high water mark of lake, pond, or flowage.

(4) PERMIT APPLICATION. Applicants shall include a plot plan with the permit application. This plot plan shall include the following:

(a) Existing and proposed topography.

(b) An engineered drainage and erosion control plan stamped by a licensed engineer if permitted in s. 8.008(3).

(c) Cross-sections of the anticipated area of disturbance.

(d) North arrow, appropriate map scale, and property line dimensions.

(e) Nearest roads, existing and proposed right-of-ways, access drives and easements, and affected utilities.

(f) All property lines.

(g) Floodplain elevation.

(h) Boundaries of existing natural features such as trees, lakes, ponds, streams, rock outcroppings, topography, wetlands, and woodlands.

(i) Location of water, well, and septic.

(j) Location of proposed sedimentation ponds.

(k) Proposed landscaping including buffer zones, fences, retaining walls, and earth berms.

(5) PERMIT CONDITIONS. In granting a permit under ss. 8.008(2) or 8.008(3), the county shall attach the following conditions, where appropriate and any other applicable administrative or legal requirements as determined by the department.

(a) The smallest amount of bare ground shall be exposed for as short a time as feasible.



(b) Temporary ground cover, such as mulch or jute netting, shall be used, and permanent vegetative cover shall be established.

(c) Diversion berms or bales, silting basins, terraces, filter fabric fencing, and other methods shall be used to prevent erosion.

(d) Lagoons shall be constructed to avoid fish trap conditions.

(e) Fill shall be stabilized according to accepted engineering standards.

(f) Filling shall comply with any local floodplain zoning ordinance and may not restrict a floodway or destroy the flood storage capacity of a floodplain.

(g) Channels or artificial watercourses shall be constructed with side slopes of 2 units horizontal distance to 1 unit vertical or flatter which shall be promptly vegetated unless bulkheads or riprap are provided.

(6) **RIPRAPPING.** A land use permit is not required for any riprapping where the Wisconsin Department of Natural Resources has issued all of the required permits for the particular work to be done, and the zoning administrator certifies that the proposed work, as documented in the plans to be submitted by the landowner, is in compliance with the provisions of this ordinance.

(7) **EROSION CONTROL DESIGN AND CONSTRUCTION.** Soil conservation practices such as barnyards, tiled terraces, runoff diversions, and grassed waterways used for erosion control shall not require a land use permit when designed and constructed according to the *Natural Resources Conservation Services Field Office Technical Guide*.

(8) **SHORELAND-WETLAND DISTRICT.** Filling, grading, lagooning, dredging, ditching or excavating in a shoreland-wetland district shall comply with s. 8.012 of this ordinance.

**8.009 Impervious Surface Standard.** (1) **PURPOSE.** Establish impervious surface standards to protect water quality and fish and wildlife habitat and to protect against pollution of navigable waters. Impervious surface standards shall apply to the construction, reconstruction, expansion, replacement, or relocation of any impervious surface on a riparian lot or parcel and any non-riparian lot or parcel that is located entirely within 300 feet of

the ordinary high water mark of any navigable waterway.

(a) *Calculation of percentage of impervious surface.* Percentage of impervious surface shall be calculated by dividing the surface area of the existing and proposed impervious surfaces on the portion of a lot or parcel that is within 300 feet of the ordinary high water mark by the total surface area of that portion of the lot or parcel that is within 300 feet of the ordinary high water mark, and multiplied by 100. Impervious surfaces described in s. 8.009(1)(d) shall be excluded from the calculation of impervious surface on the lot or parcel. If an outlot lies between the ordinary high water mark and the developable lot or parcel and both are in common ownership, the lot or parcel and the outlot shall be considered one lot or parcel for the purposes of calculating the percentage of impervious surface.

Note: For properties that have been “condominiumized” the impervious surface calculations apply to the entire property. The property is still under one legal description and the proposed expansion to a unit is not the only impervious surface calculated since the regulation states lot or parcel and not a unit. It will be important to remember also that mitigation applies to the property as a whole and not just to the portion of the frontage that might be in front of the unit impacted.

(b) *General impervious surface standard.* Allow up to 15% impervious surface on the portion of a lot or parcel that is within 300 feet of the ordinary high water mark.

(c) *Maximum impervious surface.* A property may exceed the impervious surface standard under s. 8.009(1)(b) provided a permit can be issued for development that exceeds 15% impervious surface but not more than 30% impervious surfaces with a mitigation plan that meets the standards found in s. 8.013.

(d) *Treated impervious surfaces.* Impervious surfaces that can be documented to show that they meet either of the following standards shall be excluded from the impervious surface calculations under s. 8.009(1)(a). This exemption can only be used when the runoff from the impervious surface is being treated by a sufficient treatment system, treatment device, or internally drained and the calculation is stamped

by a licensed engineer. If the property owner fails to maintain the treatment system, treatment device, or internally drained area, the impervious surface is no longer exempt.

1. The impervious surface is treated by devices such as stormwater ponds, constructed wetlands, infiltration basins, rain gardens, bioswales or other engineered systems.

2. The runoff from the impervious surface discharges to an internally drained pervious area that retains the runoff on or off the parcel and allows infiltration into the soil.

(e) To qualify for the statutory exemption, property owners shall submit a complete permit application, that is reviewed and approved by the county. The application shall include:

1. Calculations showing how much runoff is coming from the impervious surface area.

2. Documentation that the runoff from the impervious surface is being treated by a proposed treatment system, treatment device, or internally drained area; and

3. An implementation schedule and enforceable obligation on the property owner to establish and maintain the treatment system, treatment devices, or internally drained area. The enforceable obligations shall be evidenced by an instrument recorded in the office of the Register of Deeds prior to the issuance of the permit.

(f) *Existing impervious surfaces.* For existing impervious surfaces that were lawfully placed when constructed but that do not comply with the impervious surface standard in s. 8.009(1)(b) or the maximum impervious surface standards in s. 8.009(1)(c), the property owner may do any of the following:

1. Maintain and repair the existing impervious surfaces.

2. Replace existing impervious surfaces with similar surfaces within the existing building envelope.

3. Relocate or modify an existing impervious surface with similar or different impervious surface, provided that the relocation or modification does not result in an increase in the percentage of impervious surface that existed on the effective date of this ordinance, and the impervious surface meets the applicable setback requirements in Wis. Admin. Code § NR 115.05(1)(b).

(g) This section of the ordinance shall not be construed to supersede other provisions in the county shoreland ordinance. All of the provisions of the county shoreland ordinance still apply to new or existing development.

(h) Applicants shall include a plot plan with the land use permit application. This plot plan shall include the following:

1. Calculation of percentage of impervious surface.

2. Location and size of all existing and proposed structures on the property.

3. North arrow, appropriate map scale, and property line dimensions.

4. Nearest roads, existing and proposed access drives.

5. All property lines.

6. Boundaries of existing natural features such as lakes, ponds, streams, rock outcroppings, topography, wetlands, and woodlands.

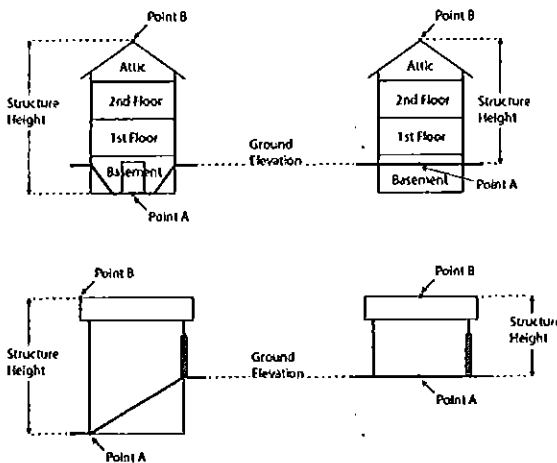
7. Location of treated impervious surfaces.

8. Proposed landscaping including buffer zones, fences, retaining walls, and earth berms.

9. Impervious surface calculation and the above information may have to be provided by a licensed engineer or surveyor if requested by the department.

**8.010 Height.** To protect and preserve wildlife habitat and natural scenic beauty, on or after February 1, 2010, the department may not permit any construction that results in a structure taller than 35 feet within the shoreland zoning district.

Structure height is the measurement of the vertical line segment starting at the lowest point of any exposed wall and its intersect with the ground, Point A in the following diagram, to a line horizontal to the highest point of a structure, Point B in the following diagram, unless specified under other sections of this code.



### 8.011 Nonconforming Uses and Structures.

(1) **DISCONTINUED NONCONFORMING USE.** If a nonconforming use is discontinued for a period of 365 days, any future use of the building, structure, or property shall conform to the ordinance.

(2) Wis. Admin. Code § NR115.05(1)(b)1m lists structures that are exempt from the shoreland setback. These structures are considered conforming structures and are not considered nonconforming structures. Structures that were granted variances or illegally constructed structures are not considered nonconforming structures.

(3) **MAINTENANCE, REPAIR, REPLACEMENT OR VERTICAL EXPANSION OF NONCONFORMING STRUCTURES.** An existing structure that was lawfully placed when constructed but that does not comply with the required shoreland setback may be maintained, repaired, replaced, restored, rebuilt or remodeled if the activity does not expand the footprint of the nonconforming structure. Further, an existing structure that was lawfully placed when constructed but that does not comply with the required shoreland setback may be vertically expanded unless the vertical expansion would extend more than 35 feet above grade level. Counties may allow expansion of a structure beyond the existing footprint if the expansion is necessary to comply with applicable state or federal requirements.

(4) **LATERAL EXPANSION OF A NONCONFORMING PRINCIPAL STRUCTURE WITHIN THE SETBACK.** An existing principal structure that was lawfully placed when constructed but

that does not comply with the required building setback pursuant to s. 8.006(2) may be expanded laterally, provided that all of the following requirements are met:

(a) The use of the structure has not been discontinued for a period of 365 days or more if a nonconforming use.

(b) The existing principal structure is at least 35 feet from the ordinary high water mark.

(c) Lateral expansions are limited to a maximum of 200 square feet over the life of the structure. No portion of the expansion may be any closer to the ordinary high-water mark than the closest point of the existing principal structure.

(d) The department shall issue a permit that requires a mitigation plan that shall be approved by the department and implemented by the property owner by the date specified in the permit. The mitigation plan shall meet the standards found in s. 8.013.

(e) All other provisions of the shoreland ordinance shall be met.

(5) **EXPANSION OF A NONCONFORMING PRINCIPAL STRUCTURE BEYOND SETBACK.** An existing principal structure that was lawfully placed when constructed but that does not comply with the required building setback pursuant to s. 8.006(2) may be expanded horizontally, landward, or vertically provided that the expanded area meets the building setback requirements pursuant to s. 8.006 and that all other provisions of the shoreland ordinance are met. A mitigation plan is not required solely for expansion under this paragraph, but may be required pursuant to s. 8.009.

(6) **RELOCATION OF A NONCONFORMING PRINCIPAL STRUCTURE.** An existing principal structure that was lawfully placed when constructed but that does not comply with the required building setback pursuant to s. 8.006 may be replaced or relocated on the property provided all of the following requirements are met:

(a) The use of the structure has not been discontinued for a period of 365 days or more.

(b) The existing principal structure is at least 35 feet from the ordinary high water mark.

(c) No portion of the replaced or relocated structure is located any closer to the ordinary

high water mark than the closest point of the existing principal structure.

(d) The department determines that no other location is available on the property to build a principal structure of a comparable size, defined as being within 10% of the square footage of the structure proposed for replacement or relocation, that will result in compliance with the shoreland setback requirement pursuant to s. 8.006.

(e) The department shall issue a land use permit that requires a mitigation plan that shall be approved by the department and implemented by the property owner by the date specified in the permit. The mitigation plan shall meet the standards pursuant to s. 8.013 include enforceable obligations of the property owner to establish and maintain mitigation measures that the department determines are adequate to offset the impacts of the permitted expansion on water quality, near-shore aquatic habitat, upland wildlife habitat, and natural scenic beauty. The mitigation measures shall be proportional to the amount and impacts of the replaced or relocated structure being permitted. The obligations of the property owner under the mitigation plan shall be evidenced by an instrument recorded with the Sauk County Register of Deeds office.

(f) All other provisions of the shoreland ordinance shall be met.

(7) MAINTENANCE, REPAIR, REPLACEMENT OR VERTICAL EXPANSION OF STRUCTURES THAT WERE AUTHORIZED BY VARIANCE. A structure of which any part has been authorized to be located within the shoreland setback area by a variance granted before July 15, 2015 may be maintained, repaired, replaced, restored, rebuilt or remodeled if the activity does not expand the footprint of the authorized structure. Additionally, the structure may be vertically expanded unless the vertical expansion would extend more than 35 feet above grade level. Counties may allow expansion of a structure beyond the existing footprint if the expansion is necessary to comply with applicable state or federal requirements.

**8.012 Shoreland-wetland district. (1) DESIGNATION.** This district shall include all shorelands within the jurisdiction of this ordinance which are designated as wetlands on the most recent version of the Wisconsin

Wetland Inventory as depicted on the Department of Natural Resources Surface Water Data Viewer and those wetlands as defined in s. 8.002(49) of this ordinance shall be included in the wetland district.

(2) LOCATING SHORELAND - WETLAND BOUNDARIES. Where an apparent discrepancy exists between the shoreland-wetland district boundary shown on the Wisconsin Wetland Inventory and actual field conditions, the county shall contact the department of natural resources to determine if the map is in error. If department of natural resources determines that a particular area was incorrectly mapped as wetland or meets the wetland definition but was not shown as wetland on the map, the county shall have the authority to immediately grant or deny a shoreland land use permit in accordance with the applicable regulations based on the department of natural resources determination as to whether the area is wetland. In order to correct wetland mapping errors on the official zoning map, an official zoning map amendment must be initiated within a reasonable period of time.

(3) PURPOSE. The shoreland-wetland district is created to maintain safe and healthy conditions, to prevent water pollution, to protect fish spawning grounds and wildlife habitat, to preserve shore cover and natural beauty, and to control building and development in wetlands whenever possible. When development is permitted in a wetland, the development should occur in a manner that minimizes adverse impacts on the wetland.

(4) PERMITTED USES. The following uses shall be allowed, subject to general shoreland zoning regulations contained in this ordinance, the provisions of Wis. Stat. chs. 30, 31, 281.36, and the provisions of other applicable local, state and federal laws:

(a) Activities and uses which do not require the issuance of a land use permit, but which must be carried out without any filling, flooding, draining, dredging, ditching, tiling, or excavating except as allowed under s. 8.008(5) are as follows:

1. Hiking, fishing, trapping, hunting, swimming, and boating.

2. The harvesting of wild crops, such as marsh hay, ferns, moss, wild rice, berries, tree fruits, and tree seeds, in a manner that is not

injurious to the natural reproduction of the crops.

3. The pasturing of livestock.
4. The cultivation of agricultural crops.
5. The practice of silviculture, including the planting, thinning, and harvesting of timber.
6. The construction or maintenance of duck blinds.

(b) Uses which do not require the issuance of a land use permit and which may include limited filling, flooding, draining, dredging, ditching, tiling, or excavating but only to the extent specifically provided below:

1. Temporary water level stabilization measures necessary to alleviate abnormally wet or dry conditions that would have an adverse impact on silviculture activities if not corrected.

2. The cultivation of cranberries including flooding, dike and dam construction, or ditching, necessary for the growing and harvesting of cranberries.

3. The maintenance and repair of existing agricultural drainage systems including ditching, tiling, dredging, excavating and filling, necessary to maintain the level of drainage required to continue the existing agricultural use. This includes the minimum filling necessary for disposal of dredged spoil adjacent to the drainage system provided that dredged spoil is placed on existing spoil banks where possible;

4. The construction or maintenance of fences for the pasturing of livestock, including limited excavating and filling necessary for the construction or maintenance.

5. The construction or maintenance of piers and docks built on pilings, including limited excavating and filling necessary for these constructions and their maintenance.

6. The maintenance, repair, replacement, or reconstruction of existing town and county highways and bridges, including limited excavating and filling necessary for the maintenance, repair, replacement, or reconstruction.

(c) Uses which require the issuance of a land use permit and which may include limited filling, flooding, draining, dredging, ditching, tiling, or excavating, but only to the extent specifically provided below:

1. The construction and maintenance of roads which are necessary to conduct

silvicultural activities or agricultural cultivation, provided that:

- a. The road cannot, as a practical matter, be located outside the wetland.

- b. The road is designed and constructed to minimize adverse impacts on the natural functions of the wetland enumerated in s. 8.012(7)(b).

- c. The road is designed and constructed with the minimum cross-sectional area practical to serve the intended use.

- d. Road construction activities are carried out only in the immediate area of the roadbed.

2. The construction or maintenance of nonresidential buildings, provided that:

- a. The building is essential for, and used solely in conjunction with, the raising of waterfowl, minnows, or other wetland or aquatic animals; or some other use permitted in the shoreland-wetland district.

- b. The building cannot, as a practical matter, be located outside the wetland.

- c. The building is not designed for human habitation and does not exceed 500 square feet in floor area.

- d. Only limited filling or excavating necessary to provide structural support for the building is authorized.

3. The establishment of public and private parks and recreation areas, natural and outdoor education areas, historic and scientific areas, wildlife refuges, game bird and animal farms, fur animal farms, fish hatcheries, and public boat launching ramps and attendant access roads, provided that:

- a. Any private development is used exclusively for the permitted use, and the applicant has received a permit or license under Wis. Stat. ch. 29, where applicable.

- b. Filling or excavating necessary for the construction or maintenance of public boat launching ramps or attendant access roads is allowed only where the construction or maintenance meets the criteria in s. 8.012(4)(c).

- c. Ditching, excavating, dredging, or dike and dam construction in public and private parks and recreation areas, natural and outdoor education areas, historic and scientific areas, wildlife refuges, game bird and animal farms, fur animal farms, and fish hatcheries is allowed

only for the purpose of improving wildlife habitat and to otherwise enhance wetland values.

4. The construction or maintenance of electric, gas, telephone, water and sewer transmission and distribution facilities by public utilities and cooperative associations organized for the purpose of producing or furnishing heat, light, power, or water to their members and the construction or maintenance of railroad lines provided that:

a. The transmission and distribution facilities and railroad lines cannot, as a practical matter, be located outside the wetland.

b. The construction or maintenance is done in a manner designed to minimize adverse impact on the natural functions of the wetland enumerated in s. 8.012(7)(b).

5. "The construction of excavated ponds."

a. The excavated pond may not exceed a depth of 4 feet. Any excavated pond deeper than 4 feet shall be located outside of the shoreland-wetland district.

c. All excavated pond banks shall be sloped to 3:1 or flatter.

d. All disturbed areas associated with the pond construction must be stabilized.

e. All debris piles, brush piles, tree stumps, and other material associated with pond construction may not be placed or located within the shoreland-wetland district.

f. If deemed necessary, the department shall require safety measures to protect the public from the excavated pond including fencing and gates.

g. Excavated ponds located closer than 75 feet from a public right-of-way or adjacent property line shall require a special exception through the Sauk County Board of Adjustment.

(5) WETLAND SETBACKS. Unless exempt under s. 8.012(3), a setback of 25 feet from a wetland boundary to the nearest part of a building or structure shall be required for all buildings and structures.

(6) PROHIBITED USES. Any use not listed in ss. 8.012(4) is prohibited unless the wetland or portion of the wetland has been rezoned by amendment of this ordinance in accordance with s. 8.012(7) of this ordinance and Wis. Stat. § 59.69(5)(e).

(7) REZONING OF LANDS IN THE SHORELAND-WETLAND DISTRICT. (a) For all

proposed text and map amendments to the shoreland-wetland provisions of this ordinance, the appropriate office of the Wisconsin Department of Natural Resources shall be provided with the following:

1. A copy of every petition for a text or map amendment to the shoreland-wetland provisions of this ordinance, within 5 days of the filing of the petition with the county clerk. The petition shall include a copy of the "Wisconsin Wetland Inventory Map" adopted as part of this ordinance describing any proposed rezoning of a shoreland-wetland.

2. Written notice of the public hearing to be held on a proposed amendment at least 10 days prior to the hearing.

3. A copy of the county zoning agency's findings and recommendations on each proposed amendment within 10 days after the submission of those findings and recommendations to the county board.

4. Written notice of the county board's decision on the proposed amendment within 10 days after it is issued.

(b) A wetland or a portion of a wetland in the shoreland-wetland district may not be rezoned if the proposed rezoning may result in a significant adverse impact on any of the following:

1. Storm and flood water storage capacity.

2. Maintenance of dry season stream flow, the discharge of groundwater to a wetland, the recharge of groundwater from a wetland to another area, or the flow of groundwater through a wetland.

3. Filtering or storage of sediments, nutrients, heavy metals, or organic compounds that would otherwise drain into navigable waters.

4. Shoreline protection against soil erosion.

5. Fish spawning, breeding, nursery, or feeding grounds.

6. Wildlife habitat.

7. Wetlands both within the boundary of designated areas of special natural resource interest and those wetlands which are in proximity to or have a direct hydrologic connection to the designated areas as defined in Wis. Admin. Code § NR 103.04.

(c) If the Wisconsin department of natural resources notifies the department that a proposed

text or map amendment to the shoreland-wetland provisions of this ordinance may have a significant adverse impact on any of the criteria listed in s. 8.012(7)(b) of this ordinance, that amendment, if approved by the county board, shall contain the following provisions: "This amendment shall not take effect until more than 30 days have elapsed after written notice of the Sauk County Board's approval of this amendment is mailed to the Department of Natural Resources. During that 30-day period, the Department of Natural Resources may notify the Sauk County Board that it will adopt a superseding shoreland ordinance for Sauk County under Wis. Stat. § 59.692(6). If the Department of Natural Resources does so notify the Sauk County Board, the effect of this amendment shall be stayed until the § 59.692(6) adoption procedure is completed or otherwise terminated."

**8.013 Mitigation.** (1) When the department issues a permit requiring mitigation under ss. 8.006(4)(b), 8.009(1)(c), 8.011(4), or 8.011(6), the property owner must submit a complete permit application that is reviewed and approved by the department. The application shall include the following:

(a) A site plan that describes the proposed mitigation measures. The site plan shall be designed and implemented to restore natural functions lost through development and human activities. The mitigation measures shall be proportional in scope to the impacts on water quality, near-shore aquatic habitat, upland wildlife habitat, and natural scenic beauty.

(b) An implementation schedule and enforceable obligation on the property owner to establish and maintain the mitigation measures. The enforceable obligations shall be evidenced by an instrument recorded in the Office of the Sauk County Register of Deeds prior to issuance of the permit.

(2) **RECORDING REQUIREMENT.** The enforceable obligation described in s. 8.013(1)(b), as modified by the department during the permitting process, must be recorded with the Sauk County Register of Deeds in order for the permit to be effective so that work may commence.

(3) **MITIGATION PURPOSE.** The purpose of mitigation is to offer options to property owners who desire to make improvements to a parcel located within the shoreland area while preserving, protecting, enhancing, and maintaining the scenic, conservation, and recreational values of navigable waters and shorelands.

(4) **MITIGATION PLAN.** A mitigation plan with a recorded maintenance agreement shall include a scaled plot plan of the lot, including the following information:

(a) Location of all existing and proposed structures. Examples of structures that shall be depicted in the plot plan of the lot include: paths, stairways, retaining walls, decks, patios, and vegetative cover, and shall be represented with accurate distances shown between the structures and all property lines.

(b) Location of any areas of existing and proposed land disturbance.

(c) Location of septic and well facilities.

(d) Location of the viewing and access corridor.

(e) Location of parking areas and driveways.

(f) Location of ordinary high-water mark and any wetland areas.

(g) Maps showing the existing and proposed topography and slope of the property.

(h) Impervious surface calculations.

(i) A minimum of four photos of the property. The required photos shall include a photo taken from the water, along the shoreline, and from the principal structure. The planning and zoning department may require additional photos of the property or a site inspection, or both.

(j) Properties which include flood hazard areas shall be required to submit documentation showing the base flood elevation and its location on the property. Note: This may require a licensed surveyor to provide elevation data on the plan.

(5) **MITIGATION REQUIREMENTS.** Install stormwater control systems that are designed to contain the 2-year, 24-hour rainfall event for impervious areas, meet s. 8.009, Impervious Surface Standards, and be designed by an engineer, or landscape architect. In addition to

stormwater, mitigation shall include at least one of the following:

(a) Shoreland buffer restoration of at least 35 feet landward side from the ordinary high water mark. A plan for the restoration of the shoreland buffer is required and shall include:

1. All requirements as entailed by sub. 8.013(4).

2. Identification of the vegetation to be cut and the size and type of species to be removed.

3. A list of desired native species appropriate for the site (or cultivars of native species) to include in the restoration area and a schedule for their planting.

4. A scaled plot plan showing the placement, size and densities of each species to be planted within the buffer area.

5. A narrative description of how the applicant intends to carry out the project including the erosion control measures that will be used during construction. Please include the name and phone number of the landscape architect or consultant, if applicable.

6. The Restoration Plan will be reviewed according to United States Department of Agriculture, Natural Resources Conservation Service, Shoreland Habitat Standard and Wisconsin Biology Technical Note 1: Shoreland Habitat within the shoreland buffer area. The plan must also fulfill the intent and purpose of s. 8.007 of this ordinance. The above listed standards can be viewed on the Wisconsin DNR website or at the Sauk County Conservation, Planning, and Zoning Department, 505 Broadway, Baraboo, WI 53913 (See Table 1 below).

TABLE 1

SHORELAND BUFFER PLANTING STANDARDS				
Layer	Woodland Buffer	Density <sup>3</sup>	Prairie Buffer	Density <sup>3</sup>
	Minimum Number of Species		Minimum Number of Species	
Tree Canopy <sup>1</sup>	2	0.5 - 5 per 100 ft. <sup>2</sup>	1	0 - 0.2 per 100 ft. <sup>2</sup>
Shrub Understory	3	1-4 per 100 ft. <sup>2</sup>	2	0.2 - 0.5 per 100 ft. <sup>2</sup>
Groundcover Plant Plugs <sup>2</sup>	3	25-75 per 100 ft. <sup>2</sup>	5	50-100 plants per 100 ft. <sup>2</sup>
Groundcover Seedlings <sup>2</sup>	3	4-8 oz. per 1000 sq. ft. Forbs: 2-4 oz. per 1000 sq. ft.	5	4-8 oz. per 1000 sq. ft. Forbs: 2-4 oz. per 1000 sq. ft.
<sup>1</sup> Trees must be greater than 2 feet in height above the root collar. <sup>2</sup> The groundcover area shall comprise of a minimum of 30% native grasses. <sup>3</sup> Density requirements will be based upon established existing vegetation and physical characteristics of the property. Shoreland buffer plans must be approved by the Sauk County Conservation, Planning, and Zoning Department. The buffer shall consist of 3 layers of vegetation: a tree canopy, a shrub understory, and a groundcover layer.				

7. Certification of completion. Restoration is required to be completed within one year of issuance of the zoning permit but may be extended upon approval of the department, the property owner shall complete the required shoreland buffer and shall certify in writing to the administrator that the required shoreland

buffer has been completed. As part of the certification, the property owner shall submit photos documenting the mitigation measures and the department staff may conduct an on-site compliance inspection to ensure compliance with the plan.



(b) Evaluation and replacement of a private, on-site waste treatment system that was installed prior to July 1, 1980.

(c) Wetland restoration or creation.

(d) Elimination of non-conforming accessory structures such as garages, sheds, boathouses, sidewalks, stairways, walkways, patios, deck retaining walls, porches, and fire pits. This option may require the removal of several accessory structures to be considered proportional in scope with the proposed project's impact.

(e) Removal of other shoreland modifications and items such as seawalls, beaches, or impervious surfaces. This option may require the removal of several modifications or items, or both, to be considered proportional in scope with the proposed project's impact.

(f) Relocating a non-conforming principal structure to a conforming location.

(g) Elimination of existing erosion and sedimentation on areas that have surface drainage towards the water.

#### **8.014 Subdivision and commercial development stormwater management.**

(1) All newly platted residential subdivisions and commercial developments to be located in the shoreland or shoreland-wetland district shall be required to prepare and submit a stormwater management plan and be in compliance with Wis. Admin. Code ch. NR 151 and additional provisions in that code. All stormwater runoff from within the proposed development boundaries shall be controlled or directed to prevent adverse impacts to the property and neighboring properties. The stormwater management plan shall include the following:

(a) Stormwater runoff control measures or devices including the following:

1. Retention and detention ponds may not be located within the boundaries of a mapped wetland.

2. Retention and detention ponds may not discharge runoff to streams or waterways

classified as trout habitat. Overflow runoff may be discharged to an approved infiltration trench or related diversion.

3. Stormwater runoff control measures or devices shall be in place and stabilized prior to any site disturbance.

(b) The stormwater management plan shall be designed by a licensed professional engineer.

(c) The stormwater management plan shall describe all security and safety measures.

(d) The stormwater management plan shall describe all landscaping and site maintenance.

(e) The stormwater management plan shall describe all measures for removing sediment.

(2) The stormwater management plan shall protect neighboring properties from flooding, increased sediment levels, decreased water quality, or any other adverse impact as measured prior to site development. All stormwater leaving the project site shall be in compliance with all applicable State of Wisconsin water quality standards.

#### **8.015 Procedures and administration.**

(1) **PURPOSE.** The purpose of this subchapter is to establish responsibilities for administration of this chapter, procedural requirements for various development approvals under this chapter, and enforcement procedures and penalties for non-compliance.

(2) **CONSERVATION, PLANNING, AND ZONING DIRECTOR AND ZONING ADMINISTRATOR: DESCRIPTION AND ROLES.** The conservation, planning, and zoning director is the administrative and enforcement officer for the provisions of this chapter pursuant to the general authorization of the Wisconsin Statutes. The conservation, planning, and zoning director shall serve as the zoning administrator, unless the director designates a different position or staff person as the zoning administrator. Other professional and administrative staff within the department may assist the director or zoning administrator in the performance of the duties prescribed herein.

(3) **DUTIES AND RESPONSIBILITIES.** To interpret and administer this chapter, as well as certain other chapters of the Sauk Co. Code of Ordinances as provided therein. With respect to this chapter, the zoning administrator shall have the following specific duties and responsibilities:

(a) Conduct on-site inspections of buildings, structures, waters, and land to determine compliance with all provisions of this chapter.

(b) Be permitted access to premises and structures to make inspections to ensure compliance with this chapter. If refused entry after presentation of identification, the zoning administrator may seek the assistance of the corporation counsel to procure a special inspection warrant in accordance with the Wisconsin Statutes.

(c) Maintain records associated with this chapter including all maps, amendments, land use permits, conditional uses, special exceptions, site plans, variances, appeals, inspections, interpretations, applications, and other official actions.

(d) Receive, file, and forward applications to the designated review and approval bodies, and provide related technical information or reports, or both, to assist review and approval bodies in decision-making.

(e) Provide staff support to the agency and the board of adjustment including the scheduling of public hearings, other meetings, and site visits; and the recording of the actions, recommendations, and minutes of the agency and the board of adjustment.

(f) Issue land use permits.

(g) Review and approve site plans for land uses under this chapter prior to the issuance of land use permits, ensuring compliance with this and other applicable ordinances, and any additional requirements of designated official review and approval bodies for associated rezoning, conditional use, special exception, or variance requests.

(h) Make interpretations regarding the provisions of this chapter in a manner that is consistent with the purpose of this chapter. All interpretations are subject to appeal to the board of adjustment in accordance with the procedures in this chapter.

(i) Make interpretations regarding the permissibility of land uses in certain zoning districts where land uses are not explicitly listed as permitted-by-right, conditional uses or special exception, in accordance with the procedures and criteria of this chapter.

(j) Investigate all complaints made relating to the location and use of structures, lands, and waters; and fulfill enforcement functions prescribed by this chapter.

(k) Any other duties or responsibilities delegated or assigned by competent authority.

(4) Land use permits will be required as pursuant to Chapter 7 of the Sauk County Zoning Ordinance, Chapter 7 and sanitary permits will be required as pursuant to the Private Sewage System Ordinance, Chapter 25 and shall expire 2 years from the date of issuance.

(5) SPECIAL EXCEPTIONS. (a) *Application for a special exception.* Any use listed as a special exception in this ordinance shall be permitted only after an application has been submitted to the zoning administrator and a special exception has been granted by the Sauk County Board of Adjustment.

(b) *Standards applicable to all special exceptions.* In granting a special exception, the Sauk County Board of Adjustment shall evaluate the effect of the proposed use upon:

1. The maintenance of safe and healthful conditions.

2. The prevention and control of water pollution including sedimentation.

3. Compliance with local floodplain zoning ordinances and opportunity for damage to adjacent properties due to altered surface water drainage.

4. The erosion potential of the site based upon degree and direction of slope, soil type, and vegetative cover.

5. The location of the site with respect to existing or future access roads.

6. The need of the proposed use for a shoreland location.

7. Compatibility with uses on adjacent land.

8. The amount of liquid and solid wastes to be generated and the adequacy of the proposed disposal systems.

9. Location factors under which:

a. Domestic uses shall be generally preferred.

b. Uses not inherently a source of pollution within an area shall be preferred over uses that are or may be a pollution source.

c. Use locations within an area tending to minimize the possibility of pollution shall be preferred over use locations tending to increase that possibility.

(c) *Conditions attached to special exceptions.* Upon consideration of the factors listed above, the Sauk County Board of Adjustment may attach special exception conditions, in addition to those required elsewhere in this ordinance, as are necessary to further the purposes of this ordinance. Violation of any of these conditions shall be deemed a violation of this ordinance. The attached conditions may include specifications for, without limitation because of specific enumeration: type of shore cover; specific sewage disposal and water supply facilities; landscaping and planting screens; period of operation; operational control; sureties; deed restrictions; location of piers, docks, parking, and signs; and type of construction. To secure information upon which to base its determination, the Sauk County Board of Adjustment may require the applicant to furnish, in addition to the information required for a land use permit, the following information:

1. A plan of the area showing surface contours, soil types, ordinary high water marks, ground water conditions, subsurface geology, and vegetative cover.

2. Location of buildings, parking areas, traffic access, driveways, walkways, piers, open space, and landscaping.

3. Plans of buildings, sewage disposal facilities, water supply systems, and arrangement of operations.

4. Specifications for areas of proposed filling, grading, lagooning, or dredging.

5. Other pertinent information necessary to determine if the proposed use meets the requirements of this ordinance.

(d) *Notice of public hearing.* The Sauk County Board of Adjustment shall hold a public hearing. Notice of the public hearing, specifying the time, place, and matters to come before the board, shall be given in the manner specified in s. 8.014(6)(c), including mailed notice to the appropriate district office of the department of natural resources, 10 days prior to the public hearing.

(e) *Fees.* Fees shall be reviewed annually by the Sauk County Conservation, Planning, and Zoning Committee.

(f) *Recording.* When a special exception is approved, an appropriate record shall be made of the land use and structures permitted, and the granted special exception shall be applicable solely to the structures, use, and property described. A copy of any decision granting a special exception shall be mailed to the district office of the Department of Natural Resources within 10 days of filing.

(g) *Termination.* Where a special exception does not continue in conformity with the conditions of the original approval, the special exception shall be terminated by action of the Sauk County Board of Adjustment or zoning administrator.

(6) SAUK COUNTY BOARD OF ADJUSTMENT. (a) *Powers of the board.* 1. The chairman of the county board is hereby directed to appoint a Sauk County Board of Adjustment according to Wis. Stats. § 55.694, consisting of 5 members, with allowance for payment per diem and mileage.

a. One member from the Sauk County Board of Supervisors who is a resident of an unincorporated area in which Sauk County has zoning authority.

b. Three citizen members, residents or officials of those townships within the county which have approved the Sauk County Zoning Ordinance.

c. One member who is a resident of an unincorporated area in which Sauk County has zoning authority.

d. No 2 board members shall reside in the same town, and all members shall reside in unincorporated areas in which Sauk County has zoning authority.

2. The Sauk County Board of Adjustment shall adopt rules as it deems necessary for the conduct of business and may exercise all of the powers conferred on boards of adjustment by Wis. Stat. § 59.694.

3. The Sauk County Board of Adjustment shall hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement or administration of this ordinance.

4. The Sauk County Board of Adjustment shall hear and decide special exception appeals to the terms of this ordinance upon which the board is required to pass under this ordinance.

5. The Sauk County Board of Adjustment may authorize upon appeal, in specific cases, variances from the terms of the ordinance that will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship and so that the spirit of the ordinance shall be observed and substantial justice done. For the purpose of this section, "unnecessary hardship" shall be defined as an unusual or extreme decrease in the adaptability of the property to the uses permitted by the zoning district which is caused by facts, such as rough terrain or poor soil conditions, uniquely applicable to the particular piece of property as distinguished from those applicable to most or all property in the same zoning district.

6. No use variance. A variance may not grant or increase any use of property which is prohibited in the zoning district.

(b) *Appeals to the board.* Appeals to the Sauk County Board of Adjustment may be taken by a person aggrieved or by an officer, department, board, or bureau of the municipality affected by any decision of the zoning administrator. The appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the officer from whom the appeal specifying the ground thereof. The zoning administrator shall transmit forthwith to the board all the papers constituting the record upon which the action appealed from was taken.

(c) *Hearing appeals.* 1. The Sauk County Board of Adjustment shall fix a reasonable time for the hearing of the appeal; give public notice thereof by publishing in the official newspaper of the county a Class II notice specifying the date, time, and place of hearing and the matters to come before the board; as well as mailed notices to the parties in interest including the appropriate district office of the Wisconsin Department of Natural Resources 10 days prior to the public hearing.

2. A decision regarding the appeal shall be made as soon as practicable.

3. The final disposition of an appeal or application to the Sauk County Board of

Adjustment shall be in the form of a written resolution or order signed by an officer of the board. The resolution shall state the specific facts that are the basis for the board's determination and shall either affirm, reverse, vary, or modify the order, requirement, decision, or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or prosecution, or grant the application.

4. A copy of any decision regarding an appeal or granting of a variance shall be mailed to the district office of the Wisconsin Department of Natural Resources within 10 days of the filing of the decision.

5. Upon hearing, any party may appear in person or by representative.

(7) LAND USE PERMITS. (a) Except where another section of this ordinance specifically exempts certain types of development from this requirement as in ss. 8.010(4)(a) and 8.010(4)(b), a land use permit shall be obtained from the zoning administrator before any new development, as defined in s. 8.002(11), or any change in the use of an existing building or structure, is initiated.

(b) An application for a land use permit shall be made to the administrator on forms furnished by the department and shall include for the purpose of proper enforcement of these regulations, the following data:

1. Name and address of applicant and property owner.

2. Legal description of the property and type of proposed use.

3. A scaled plot plan showing site features, location of buildings relative to the lot lines, center line of the abutting roads, and the ordinary high water mark of any abutting watercourses. If the project involves filling, grading, lagooning, dredging, ditching, or excavating, the scaled plot plan shall include the operation, reclamation, erosion control, and cross-section drawings.

4. Location and description of any existing private water supply or sewage system or notification of plans for any water supply or sewage system installation.

5. A narrative describing the project.

**8.016 Changes and amendments.** (1) The county board may from time to time, alter,

supplement, or change the boundaries of use districts and the regulations contained in this ordinance in accordance with the requirements of Wis. Stat. § 59.69(5)(e), Wis. Admin. Code ch. NR115, and this ordinance where applicable.

(a) Amendments to this ordinance may be made on petition of any interested party as provided in Wis. Stat. § 59.69(5).

(b) *Shoreland-wetland map amendments.* Every petition for a shoreland-wetland map amendment filed with the county clerk shall be referred to the department. A copy of each petition shall be mailed to the appropriate office of the Wisconsin Department of Natural Resources within 5 days of the filing of the petition with the county clerk. Written notice of the public hearing to be held on a proposed amendment shall be provided to the appropriate office of the department at least 10 days prior to the hearing.

(c) A copy of the county board's decision on each proposed amendment shall be forwarded to the appropriate office of the department of natural resources within 10 days after the decision is issued.

**8.017 Enforcement and penalties.** Any development, any building or structure constructed, moved, or structurally altered, or any use established after the effective date of this ordinance in violation of the provisions of this ordinance, by any person, firm, association, corporation, including building contractors or their agents, shall be deemed a violation. The zoning administrator or the department shall refer violations to the district attorney or corporation counsel who shall expeditiously prosecute violations. Any person, firm, association, or corporation who violates or refuses to comply with any of the provisions of this ordinance shall be subject to a forfeiture of not less than \$10.00 nor more than \$200.00 per offense, together with the taxable costs of action. Each day that the violation exists shall constitute a separate offense. Every violation of this ordinance is a public nuisance and the creation of a public nuisance may be enjoined and the maintenance of a public nuisance may be abated pursuant to Wis. Stat. § 59.69(11).

Adopted by and published under the authority of the Sauk County Board of Supervisors on March 31, 1986. Amended by the Sauk County Board of Supervisors on May 20, 1997. Complete ordinance repealed and recreated March 31, 1986. Create sub. 8.06(3)(e) and (f) regarding boathouses; Create s. 8.06(5) regarding side yard setbacks, Ordinance No. 177-86 approved by the Sauk County Board of Supervisors December 16, 1986. Repeal and recreate ordinance, Ordinance No. 54-97 approved by the Sauk County Board of Supervisors on May 20, 1997. Repeal and recreate s. 8.08(2)(a), filling and grading, Ordinance No. 83-98 approved by the Sauk County Board of Supervisors on June 16, 1998. Amended to create s. 8.05(5) relating to the siting of commercial fueling storage tanks, approved by the Sauk County board of Supervisors on January 18, 2000 - Ordinance 2-00. Amended by the Sauk County Board of Supervisors on April 17, 2001 - Ordinance No. 13-01. Amended by the Sauk County Board of Supervisors on May 20, 2003, amending s. 8.06(1)(a)2 as applied only to property annexed from the Town of Reedsburg to the City of Reedsburg and described in Ordinance No. 86-03. Amended by the Sauk County Board of Supervisors on December 15, 2009 – Ordinance No. 174-09. Amended by the Sauk County Board of Supervisors on September 20, 2016 – Ordinance No. \_\_\_\_\_.

## APPENDIX B

### CHAPTER 20

#### UNIFORM CITATION ORDINANCE

##### 20.07 Schedule of Forfeitures.

- (4) **CHAPTER EIGHT: SHORELAND PROTECTION ORDINANCE;** pursuant to Section 8.15(3) ~~8.017~~ which authorizes penalties of not ~~less than \$10.00 nor~~ more than \$200.00.

##### FORFEITURE PROVISIONS, DESCRIPTION AND SECTION NUMBERS

- (a) ~~\$ 100 — dimension of building site regulations; s. 8.05~~  
~~\$ 200 — violations of Subchapter III, Shoreland Zoning Requirements~~
- (b) ~~\$ 100 — highway setback lines; s. 8.06(1)~~  
~~\$ 200 — violations of Subchapter IV, Procedures and Administration~~
- (c) ~~\$ 100 — boathouse regulations; s. 8.06(3) —~~
- (d) ~~\$ 100 — building setbacks from the water; s. 8.06(2)~~
- (e) ~~\$ 150 — tree cutting regulations; s. 8.07~~
- (f) ~~\$ 150 — filling, grading, lagooning and dredging regulations; s. 8.08~~
- (g) ~~\$ 150 — regulations of nonconforming uses; s. 8.09~~
- (h) ~~\$ 100 — conditional uses (special exception permits required); s. 8.13(3)(a) and (b)~~
- (i) ~~\$ 200 — violations of conditions attached to special exception permits; s. 8.13(3)(c)~~
- (j) ~~\$ 150 — land use permits, when required; s. 8.13(2)~~
- (k) ~~\$ 50 — zoning permits, information and materials to be supplied on application; s. 8.13(5)~~

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~~Amended by the Sauk County Board of Supervisors on~~  
~~September 20, 2016 — Ordinance No. 16~~



**Staff Report**  
**Conservation, Planning, and Zoning Committee**  
**Conservation, Planning, and Zoning Department, applicant**  
**Petition 2-2016**

*Hearing Date: August 23, 2016*

**Applicant:**

Sauk County Conservation, Planning  
and Zoning Department

**Staff:**

Brian Cunningham  
608-355-4833  
[bcunningham@co.sauk.wi.us](mailto:bcunningham@co.sauk.wi.us)

**Current Zone:**

Shoreland Protection Areas

**Proposed Zone:**

Shoreland Protection Areas

**Comprehensive Plans:**

NA

**Areas subject to the New Ordinance :**

All shorelands of navigable waters  
defined in Wis. Stat. § 281.31(2)(d) in  
the unincorporated areas of Sauk  
County.

**Notification:**

(by U.S. mail, except newspaper)  
July 18, 2016: Newspaper  
July 18, 2016: CPZ Committee  
July 18, 2016: Town Clerks  
July 18, 2016: Airports

**Town Board Approval:**

NA

**Exhibits:**

A. Sauk County Shoreland Zoning  
Ordinance Public Hearing Draft

**Request**

A request by the Sauk County Conservation, Planning, and  
Zoning Department to repeal and recreate Chapter 8, Sauk  
County Shoreland Protection Ordinance.

**Areas Affected by the New Ordinance**

All shorelands of navigable waters located in unincorporated  
areas of Sauk County. This jurisdiction includes areas within  
1,000 feet from the ordinary high water mark of a navigable  
lake, pond, or flowage. The jurisdiction also includes areas  
within 300 feet of the ordinary high water mark of a navigable  
river or stream or to the landward side of the floodplain,  
whichever distance is greater.

**Background**

Sauk County has completed this comprehensive revision to its  
Shoreland Protection Ordinance, Chapter 8, as required  
pursuant to Wis. Stat. § 59.692 and Wisconsin Administrative  
Code NR 115.06(2)(b)1.a. This revision process began over a  
decade ago, and has included multiple extensions and  
multiple changes by the legislature. The new law requires  
counties to adopt a shoreland ordinance that complies with  
state law by October 1, 2016. Sauk County has administered  
Chapter 8 Shoreland Protection Ordinance of the Sauk County  
Code of Ordinances since July 23, 1968, with the last  
comprehensive revision of this ordinance in March of 1986,  
with subsequent minor amendments since.

In the late 1990s, state and county officials recognized that  
the NR 115 shoreland standards were antiquated and needed  
to be amended. After nearly a 15-year effort that involved  
many stakeholders, the State of Wisconsin passed the  
amended NR 115. The amendment process was a fair and  
lengthy process. In 2002, a 28-member Advisory Committee  
was formed to provide oversight and guidance during the  
amendment proceedings. In 2003, the committee held eight  
public listening sessions to receive comments on proposed  
changes to NR 115. In 2005, 11 public hearings were held  
with over 1,400 people in attendance and over 50,000  
comments received. In 2007, another eight public hearings  
were held with 727 people attending and 8,945 comments  
received.

In 2012, the Wisconsin Legislature adopted Act 170, which  
said that counties, cities, and villages could not be more  
restrictive than state standards (NR115) regarding the  
regulation of nonconforming structures and substandard lots.

This was the first time that the Legislature changed state shoreland zoning standards to a cap or upper limit, instead of a lower limit for protection, which had been the case since 1966. Soon after in 2013, statewide minimum shoreland zoning standards (NR115) were changed, requiring counties to allow lateral expansion of nonconforming structures and greater levels of impervious surfaces. Finally, in 2013, five additional public hearings were held as the code was adjusted again with 146 people attending and 410 comments received.

On October 1, 2014, the Wisconsin Department of Natural Resources (WDNR) created a document titled: "A Model County Shoreland Zoning Ordinance for Wisconsin's Shoreland Protection Program." Since 2014, this document has gone through five revisions mainly due to the legislature's involvement through the passing of three additional acts (2015, Wisconsin Act 55; 2015, Wisconsin Act 167; and 2015, Wisconsin Act 391). The latest revision of the model ordinance was completed on April 27, 2016, and was used to create Sauk County's Chapter 8 Shoreland Protection Ordinance.

#### **Committee Action Options**

**Approve** Petition 2-2016, based on the facts of the request presented at the public hearing, that the comprehensively revised Sauk County Shoreland Protection Ordinance, Chapter 8, be approved. *(Staff recommends approval since this is a model ordinance and was approved by WDNR.)*

**Disapprove** Petition 2-2016, based on the facts of the request presented at the public hearing. *(Not Recommended.)*

**Modify and Approve** Petition 2-2016. Based on additional amendments requested by interested parties, the WDNR, or submitted by staff for review by the Conservation, Planning, and Zoning Committee.



OFFICE OF  
**SAUK COUNTY CONSERVATION, PLANNING AND ZONING**

SAUK COUNTY WEST SQUARE BUILDING

505 BROADWAY

BARABOO, WI 53913

Telephone: (608) 355-3245

**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 23, 2016, at 9:15 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 2-2016 Ordinance Amendment. A petition to repeal and recreate Chapter 8, the Sauk County Shoreland Protection Ordinance.
- 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 proposed ordinance has the effect of changing the allowable use of certain property. Property affected by the ordinance amendment includes all shorelands of navigable waters defined in 281.31(2)(d) Stats. in the unincorporated areas of Sauk County.
- B. Any person desiring more information or to request copies of the proposed ordinance may contact the Sauk County Conservation, Planning, and Zoning Office, Brian Cunningham, at the Sauk County West Square Building (Telephone 608/355-3245). Copies of the proposed ordinance may also be obtained from the Sauk County Clerk.

Date: July 18, 2016

SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE

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

To be published August 4, 2016 and August 11, 2016

For office use only: Pet. No. 2-2016

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 608-355-3245 or TDD 608-355-3490.

RESOLUTION NO. 99 - 2016

**RESOLUTION AUTHORIZING A CONTRACTUAL AGREEMENT WITH GANEM CONSULTING LLC FOR PLACEMAKING PLANNING SERVICES**

**WHEREAS**, Sauk County identified placemaking as a strategic priority for promoting the county and its resources to enhance quality of life and attract new residents and businesses to the region as a key element of its economic development, and the Sauk County Economic Development Committee has discussed the requirements for a successful placemaking planner candidate; and,

**WHEREAS**, a Request for Proposal (RFP) was developed and issued to elicit proposals from qualified firms to provide placemaking planning services that align with Sauk County's vision for its placemaking initiative; and

**WHEREAS**, a review panel consisting of representation from the offices of the Administrative Coordinator and Conservation, Planning, and Zoning conducted the proposal opening and prepared a summary of the proposals taking into consideration experience/expertise, cost, and scope of work; and

**WHEREAS**, the Sauk County Economic Development Committee reviewed and analyzed the proposals received to provide placemaking planning services for Sauk County believes it to be in the best interest of Sauk County to accept the proposal of Ganem Consulting LLC, for the contract amount of \$41,100.00 plus mileage estimated at \$1,016.28.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the proposal submitted by Ganem Consulting LLC, for the contract amount of \$41,100.00 plus mileage estimated at \$1,016.28, to provide placemaking planning services to Sauk County in accordance with the terms and conditions of the proposal and scope of work be and is hereby accepted by Sauk County; and,

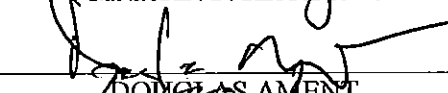
**BE IT FURTHER RESOLVED**, the County Board Chairperson is hereby authorized to sign a contract with Ganem Consulting LLC for placemaking planning services.

For consideration by the Sauk County Board of Supervisors on September 20, 2016.

Respectfully submitted,

SAUK COUNTY ECONOMIC DEVELOPMENT  
COMMITTEE

  
MARTIN F. KRULGER

  
DOUGLAS AMENT

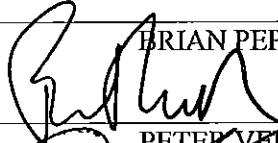


  
ANDY ANDREWS

  
NATHAN JOHNSON

RESOLUTION NO. 99-2016

**RESOLUTION AUTHORIZING A CONTRACTUAL AGREEMENT WITH (NAME)  
FOR PLACMENTING PLACEMAKING PLANNING SERVICES**

page 2

  
\_\_\_\_\_  
BRIAN PEPPER  
  
\_\_\_\_\_  
PETER VEDRO  
  
\_\_\_\_\_  
DENNIS POLIVKA

**FISCAL NOTE:**

The cost of services will be \$41,100.00 plus mileage estimated at \$1,016.28. Approximately \$110,000 is included in the CPZ Department budget line-item titled placemaking services.

*PEB*

**MIS NOTE:** None

## Placemaking Planning Services Proposals Review

### Criteria for selection as per RFP:

- 1.1.1 Price and price related factors. In proposing the cost of the proposal, the vendor must identify a not to exceed figure for all work related to the project and include in its proposal an estimate of the work needed to complete the project.
- 1.1.2 Reputation and reliability of the firm. The proposer should include three examples of recent, relevant work as well as references.
- 1.1.3 Project Team. The make-up/description of the firm's project team. The preferred team will have placemaking and urban planning experience. A local presence is also an important consideration in the selection process. The names of individuals involved and the roles they perform (principal-in-charge, project manager, planner, designer, engineer, etc.) will be listed. Provide a description of the qualifications and experience of the specific individuals that will be involved in the work described in this RFP, including the staff of other professional firms. Identify their experience with similar type projects. Include registration numbers for engineers.
- 1.1.4 Similar Project Experience. Firms must have experience providing planning and urban development and ideally will have experience with placemaking projects. Identify any placemaking projects in the last five years with government contracting procedures (state, county, town, and other municipality). Provide a brief description of the firm's role in the project and provide a client contact person for each project.

Name	Rates	Experience	Scope of Work
MSA	Total project, not to exceed \$100,000	MSA would be subcontracting with Fred Lochner of Imperial Multimedia for the provision of services. He is presumably the subject matter expert regarding marketing. Additional team members from MSA include Raine Gardner, PE, Jason Valerius, AICP, Andrew Bremer, AICP, Sarah McDonald, ASLA, PLA. Sarah and Raine are officing in the Baraboo office.  Lochner's experience included several website based marketing projects. Proposal included one project managed by MSA that consisted of a café zone in Wisconsin Dells.	Scope of work indicates that MSA will collaborate with a core planning team, partner organizations, local communities and members of the public. Specifically, MSA would meet with Spring Green, Sauk City, Baraboo, Wisconsin Dells and Reedsburg.  Phase one consists of listening sessions, forums and informational interviews. (October, 2016 – December, 2016) for a cost of \$30,000. Phase two consists of a SWOT analysis (January, 2017 – March 2017) for a cost of \$30,000. And Phase three consists of the development of a plan that will be presented to the committee in June (April, 2017 – June, 2017) for a cost of \$40,000.00.

Ganem Consulting, LLC	\$41,100.00, plus reimbursement of mileage	<p>Key team members are located in the Baraboo area and have planning experience.</p> <p>Services would be provided exclusively by Sarah Pitz, who has 10 years' experience as a professional planner with Vierbicher Associates (Reedsburg office). She also has business and industry experience, having most recently been a business owner in Reedsburg.</p> <p>Strong local connection with placemaking, community development, marketing and urban planning experience. Resume contained descriptions of various projects demonstrating experience relevant to requested services.</p>	<p>Her philosophy is to develop strategic partnerships and identify opportunities to work together on initiatives. Four described action items. The first action item described includes information gathering and relationship building. Another action item consists of meeting with communities, including Baraboo, Lake Delton, Loganville, Plain, Reedsburg, Spring Green, Sauk City, Prairie du Sac, and West Baraboo and includes conversations with SCDC. A third action item includes efforts to engage the members of the Next Generation Sauk County Task Force, meeting regularly with the members to prioritize and implement their recommendations. The last action item would result in a strategic plan that includes a clear outline for the use of social media and a plan for overall implementation of strategies defined in the plan.</p> <p>All action items are anticipated to be completed by April, 2017 in anticipation of a presentation to the Economic Development Committee in May 2017.</p>
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RESOLUTION NO. 100-2016

REVISING THE SAUK COUNTY ALCOHOL POLICY

**WHEREAS**, in 1995, the corporation counsel, at the direction of the Executive & Legislative Committee, drafted the Sauk County alcohol policy which was passed by the Honorable Sauk County Board of Supervisors by Resolution No. 14-95, which cited "continuing growth in public concern and awareness over the dangers presented by intoxicated use of motor vehicles and the detrimental effects that alcohol addiction can have on some individuals;" and,

**WHEREAS**, the Executive & Legislative Committee further found at that time that the "consumption of intoxicating beverages on County property serves no useful purpose consistent with governmental operations ..." and your undersigned committee concurs, but notes that the original resolution excepted park property for recreations use, and your committee has discovered that the Health Care Center cannot comply with this policy since some residents are medically ordered to consume alcohol beverages, and further, that it may be desirable to designate some use for the benefit of the residents; and,

**WHEREAS**, family members visit their relatives in the Health Care Center and the new gazebo is a place where residents and family might gather for a reunion, birthday party or other celebration, and it would be beneficial for the County Board to delegate to the Health Care Center superintendent to permit the possession and consumption of alcohol beverages on a case by case basis upon the Health Care Center building and grounds.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County alcohol policy is hereby amended to read as follows with deletions indicated by ~~strike through~~ and the additions indicated by shading:

**"INTOXICATING BEVERAGES PROHIBITED**

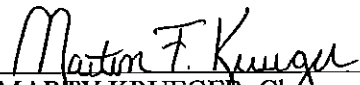
~~Effective immediately the~~ The consumption of intoxicating beverages or the possession of open intoxicant containers on Sauk County owned or leased premises and within Sauk County owned or leased buildings and vehicles is prohibited. Persons violating this policy will be ordered to leave Sauk County property and Sauk County Employees will be subject to discipline.

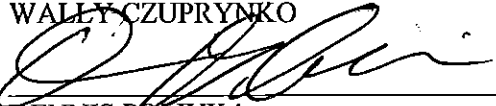
This policy shall not apply to Sauk County Parks Department lands where intoxicating beverage possession and consumption is permitted in connection with recreational use. The Superintendent of the Sauk County Health Care Center is delegated the authority to authorize the possession and consumption of intoxicating beverages within and upon the Health Care Center buildings and grounds consistent with the operations of the Health Care Center.

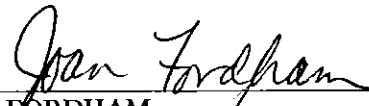
**BY ORDER OF THE SAUK COUNTY BOARD OF SUPERVISORS"**

For consideration by the Sauk County Board of Supervisor on September 20, 2016.

**EXECUTIVE & LEGISLATIVE COMMITTEE**

  
MARTY KRUEGER, Chair

WALLY CZUPRYNKO  
  
DENNIS POLIVKA

  
JOAN BORDHAM

  
WILLIAM HAMBRECHT

FISCAL NOTE: No impact.  
78 MIS NOTE: No MIS impact.

KPB

**RESOLUTION NO. 101 - 16**

**DENYING THE CLAIM OF MIKE GUSTIN**

**WHEREAS**, Mike Gustin has filed a Notice of Claim pursuant to Wis. Stats. § 893.80 against Sauk County seeking \$4,559.37 in damages allegedly arising from windshield and auto body repair estimates; and

**WHEREAS**, your Executive & Legislative Committee has had this claim under advisement and would recommend that it be denied.


**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the above-described claim be and hereby is denied.

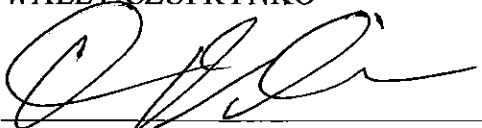
For consideration by the Sauk County Board of Supervisors on September 20, 2016.

Respectfully submitted,

**EXECUTIVE & LEGISLATIVE COMMITTEE**

  
MARTY KRUEGER, Chairperson

  
JOAN FORDHAM

WALLY CZUPRYNKO  
  
DENNIS B. POLIVKA

  
WILLIAM HAMBRECHT

**FISCAL NOTE:**

**MIS NOTE:**

s:\counsel\86\Resolution

Adoption of this resolution is anticipated to have no direct fiscal impact.

No MIS impact.

KJB

**RESOLUTION NO. 102-16**

**AUTHORIZING PARTICIPATION IN THE COUNTY CONSERVATION GRANT PROGRAM**

**WHEREAS**, Sauk County desires to participate in county fish and game projects pursuant to provision of s. 23.09 (12), Wis. Stats; and

**WHEREAS**, financial aid is desirable to install the project(s); and

**WHEREAS**, the Wisconsin Department of Natural Resources (WDNR) has grant funding available through the County Conservation Aids program specifically for the installation of fish and game projects under s. 23.09(12), Wis. Stats; and

**NOW, THEREFORE, BE IT RESOLVED**, that Sauk County has requested a budgeted amount of \$2,245.00 in its 2017 budget, equal to the local share of project costs or land acquisition; and,


**BE IT FURTHER RESOLVED** that the Parks Director is authorized to act on behalf of Sauk County to: Sign and submit an application to the WDNR for any financial aid that may be available; Submit to the WDNR reimbursement claims along with necessary supporting documentation within one (1) year of project end date; and take necessary action to undertake, direct, and complete the approved project; and,

**BE IT FURTHER RESOLVED** that Sauk County will comply with all state and federal laws related to the County Conservation Aids programs and will obtain approval in writing from the WDNR before any change is made in the use of the project site.

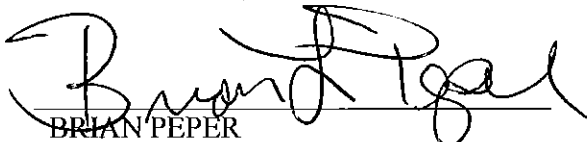
For consideration by the Sauk County Board of Supervisors on September 20, 2016.

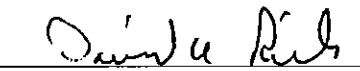
Respectfully submitted,


**SAUK COUNTY HIGHWAY AND PARKS COMMITTEE**

  
TIM MEISTER, Chairman

  
HENRY NETTINGER

  
BRIAN PEPER

  
DAVID RIEK

  
RICHARD M. FLINT

**FISCAL NOTE:** The present allocation, requested in the 2017 budget is \$2,245.00, and has been matched in previous budgets.  
**MIS NOTE:** No MIS impact.

*YFB*



RESOLUTION NO. 103 - 2016

**AUTHORIZING THE CONSERVATION, PLANNING, AND ZONING DEPARTMENT TO ENTER INTO AN AGREEMENT WITH MZ CONSTRUCTION INC. TO REPAIR THE PIPE ON THE OUTLET OF THE HONEY CREEK STRUCTURE #3 (WHITE MOUND DAM).**

**WHEREAS**, the Honey Creek Structure #3, commonly referred to as the "White Mound Dam," is located approximately 500 feet northwest of the end of South Lake Road in Franklin Township; and

**WHEREAS**, the White Mound Dam was created in 1970 with assistance from the Natural Resources Conservation Service as part of the PL-566 program to control flood damage and provide recreation for the general public and helped to fund the White Mound County Park, and was one of three structures designed to alleviate flooding problems within the watershed, the county accepted responsibility for maintaining the structures for the next 100 years; and

**WHEREAS**, in 2015, the then 45-year-old structure was found in need of repair due to vandalism of the pipe coating and cutting of the wire band that surrounds the outlet pipe; and

**WHEREAS**, this repair will repair the damage and keep the White Mound Dam structure a permanent impoundment structure for both flood control and recreation; and

**WHEREAS**, the bid from MZ Construction Inc. was found to meet the requirements put forth in the bid solicitation notice and was selected by the Highway and Parks Committee and Conservation, Planning, and Zoning Committee as the most advantageous bid for the required work.

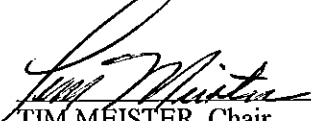
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the bid of MZ Construction Inc. for repair of the Honey Creek Structure #3 (White Mound Dam) for \$16,455.00 hereby be accepted.

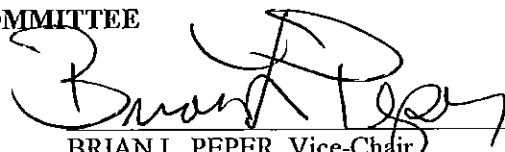
**BE IT FURTHER RESOLVED**, the Administrative Coordinator is hereby authorized to sign a contract with MZ Construction Inc. for dam repair services and is authorized to approve change orders up to 20% of the original contract amount.

For consideration by the Sauk County Board of Supervisors on September 20, 2016.

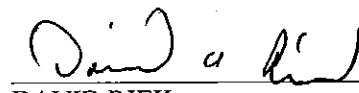
Respectfully submitted,

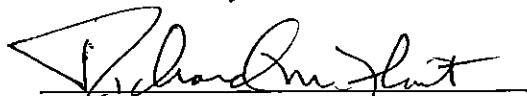
**SAUK COUNTY HIGHWAY AND PARKS COMMITTEE**

  
TIM MEISTER, Chair

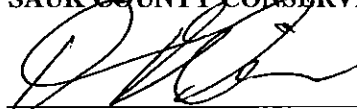
  
BRIAN L. PEPER, Vice-Chair

  
HENRY NETZINGER, Secretary

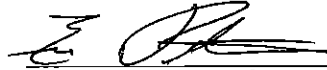
  
DAVID RIEK

  
RICHARD M. FLINT

SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE



DENNIS B.P. OLIVKA, Chair



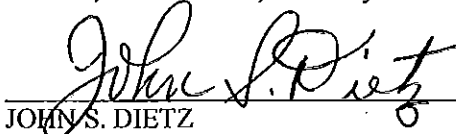
ERIC PETERSON, Vice-Chair



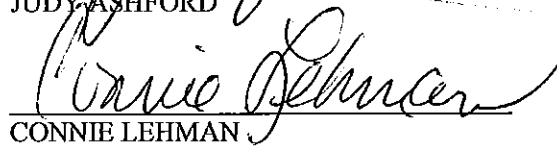
NATHAN JOHNSON, Secretary



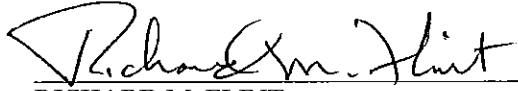
JUDY ASHFORD



JOHN S. DIETZ



CONNIE LEHMAN



RICHARD M. FLINT



SHARON LAUBSCHER

FISCAL NOTE: The \$16,455.00 will come from the Building and Property insurance funds for \$10,000 and the remaining \$6,455.00 will come from the Parks Department budget for dam maintenance.

KPB

MIS IMPACT: No MIS impact.

Bids Received:

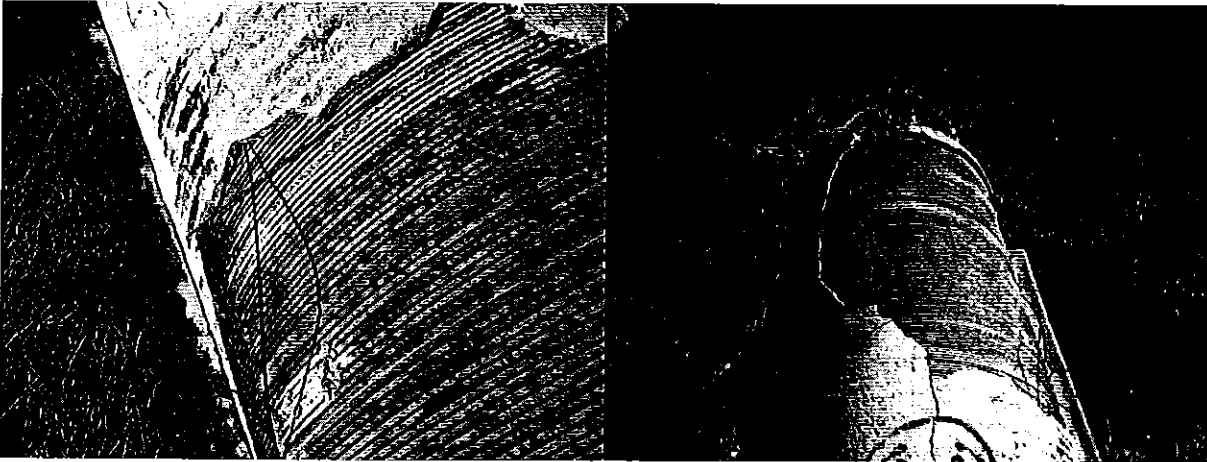
MZ Construction Inc. \$16,455.00

No other bids received.



## Plain Honey #3 Pipe Repair

The outlet section of the 42" concrete pressure pipe principal spillway was vandalized in the fall of 2015. A section of the outer coating of the pipe was removed and several of the pre-stressed steel bands around the pipe were broken.



Sauk County Conservation, Planning and Zoning worked with the NRCS for repair and replacement options of the outlet pipe. Complete replacement of the outlet pipe would require both pipe and concrete cradle replacement. It also includes stopping flow through the dam to complete installation of the new pipe and cradle. This involves DNR permits as stopping flow could damage the trout fishery downstream of White Mound Dam. Estimated costs for new pipe materials, replacement of the cradle, and installation of the pipe would be in excess of \$50,000.

It was determined that a less expensive repair could be completed to extend the life of the pipe. Although this wouldn't be as long term of a solution as replacement, it will protect the outlet pipe from further deterioration at a much smaller cost.

The repair consists of removing broken coating from the pipe and the broken steel bands. The surface of the remaining bands will be protected with a waterproof paint to help prevent further deterioration. A four inch thick layer of reinforced concrete will be applied over the outlet of the pipe. This repair will be able to be completed without stopping the water flow through the dam.

The quantities of materials required for the repair are not significant but the location of the repair poses logistical challenges that will make the repair project quite expensive. There is not good access for equipment to the outlet pipe and because the end of the pipe is over sloped rock and open water, there will likely need to be scaffolding erected for workers to be able to perform the repair.

RESOLUTION NO. 104 2016

**ADOPTING THE GREAT SAUK STATE TRAIL COOPERATIVE PLAN**

**WHEREAS**, by Resolution 4-2014, the Honorable Sauk County Board of Supervisors authorized the creation of the Great Sauk Trail Commission to facilitate the development, operation and maintenance of a recreational trail in cooperation with the State of Wisconsin on a certain rail corridor running from Sauk City to the wye in the Town of Merrimac along with such other connections as may be necessary; and,

**WHEREAS**, the Villages of Sauk City and Prairie du Sac, the Town of Prairie du Sac and Merrimac have joined the trail commission as local partners in an effort to assist Sauk County in carrying out with its responsibilities under a contemplated memorandum of understanding with the State of Wisconsin; and,

**WHEREAS**, by Resolution 17-2014, the Honorable Sauk County Board of Supervisors approved an Intergovernmental Agreement between Sauk County and participating governments in the development, operation, and maintenance of the Great Sauk State Trail and bylaws for the Great Sauk Trail Commission; and,

**WHEREAS**, the trail commission, in cooperation with Sauk County and the Wisconsin Department of Natural Resources, facilitated a nine-month public planning process in accordance with Chapter NR 44, Wis. Adm. Code to the extent practicable, to identify the future trail route, users groups, construction methods, and costs associated with initial construction; and,

**WHEREAS**, the results of the planning process are reflected in a cooperative plan between Sauk County and the Wisconsin Department of Natural Resources entitled, "Great Sauk State Trail, A Cooperative Plan to Build a World-Class Recreation Trail" attached hereto as an Appendix; and,


**WHEREAS**, the Wisconsin Department of Natural Resources has requested that the Sauk County Board of Supervisors adopt the Great Sauk State Trail plan as an indication of Sauk County's commitment to continued trail planning, construction, and future maintenance efforts.

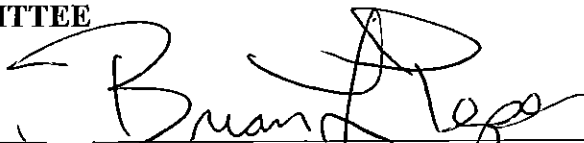
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the attached Great Sauk State Trail Cooperative Plan is hereby adopted.

**RESOLUTION NO. 104 2016**  
**ADOPTING THE GREAT SAUK STATE TRAIL COOPERATIVE PLAN**

For consideration by the Sauk County Board of Supervisors on September 20, 2016.

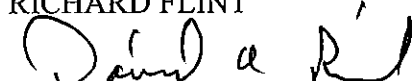
**HIGHWAY AND PARKS COMMITTEE**

  
TIM MEISTER, Chair

  
BRIAN PEPER

  
RICHARD FLINT

  
HENRY NETZINGER

  
DAVID RIEK

**SAUK COUNTY ECONOMIC DEVELOPMENT COMMITTEE**

MARTY KRUEGER, Chair

DENNIS POLIVKA

DOUG AMENT

ANDY ANDREWS

NATHAN JOHNSON

  
BRIAN PEPER

PETER VEDRO

**FISCAL NOTE:** Construction of the trail will be funded through a \$519,652 general fund appropriation, \$400,000 from the Knowles-Nelson Stewardship Grant, \$207,500 from the Village of Prairie du Sac, \$207,500 from the Village of Sauk City, \$10,000 from the Town of Prairie du Sac, with the remainder of funds to be raised by the Friends of the Great Sauk State Trail.

KPB

**MIS NOTE:** No MIS Impact

# 1 Executive Summary, Vision, and Goals

## Executive Summary

The Great Sauk State Trail – Sauk Prairie segment cooperative plan provides the framework for creating a recreational trail that connects Devil's Lake State Park to the Sauk Prairie villages of Prairie du Sac and Sauk City. The trail will utilize part of a former railroad right-of-way transferred from Union Pacific to the Wisconsin Department of Transportation, part of an abandoned rail corridor that was utilized in the former Badger Army Ammunition Plant and a suggested new trail in Devil's Lake State Park. It is anticipated that the Wisconsin Department of Natural Resources will sign a lease with the Wisconsin Department of Transportation and the Wisconsin River Rail Transit Commission to allow for the development and operation of a recreational trail.

The Great Sauk State Trail – Sauk Prairie segment will provide a venue for users to experience the unique geology, rich history, and the ecological importance of southeastern Sauk County all along a path stretching from the Wisconsin River through lands formerly known as the Badger Army Ammunition Plant and into Devil's Lake State Park, one of the premier state parks in Wisconsin.

This cooperative plan is one part of a larger idea that will continue adding successive segments and eventually connect this trail to the 400 State Trail in Reedsburg and on, to the Elroy-Sparta Trail in La Valle to the north, the "Highway 12" trail extending to the City of Middleton to the east, and to a possible trail to Mazomanie to the south. It is anticipated that this may be the most used trail in the State of Wisconsin.

There has been impressive support and excitement for the development of the Great Sauk State Trail by the public, recreational user groups, local units of government, Sauk County and the Wisconsin Department of Natural Resources, and there is equally strong support to construct the trail as soon as conceivably possible.

## Vision – The Great Sauk State Trail

The Great Sauk State Trail (GST) will span roughly eight miles from Sauk City through the Sauk Prairie Recreation Area and into Devil's Lake State Park

primarily along the unused rail line. This premier Wisconsin State Trail will eventually serve as part of a larger network connecting Middleton, WI to the 400 Trail in Reedsburg, WI. The GST will bolster the economic vitality of the area by attracting visitors and augmenting the rich environmental, cultural and historical features of the region. It will also enrich the lives of residents by providing a variety of recreational opportunities that promote healthy lifestyles and a connection with the outdoors.

## Goals – The Great Sauk State Trail

The project goals reflect and refine the project's overall vision and provide guiding principles for selecting proper investment strategies and infrastructure.

- Provide a physical trail that connects local and regional history, geology, and ecological features of past and current landscapes.
- Connect to points of interest and to Devil's Lake State Park as a future destination.
- Foster 'place making' initiatives as they relate to planning, design, and management of public spaces.
- Capitalize on community potentials and create a 'trail space' that promotes people's health, happiness, and well-being.
- Provide access to all socioeconomic populations.
- Capitalize on future trail connections by building the trail to 'connection' points of future trail planning efforts.
- Finally, develop a **WORLD-CLASS** trail that will be the most visited and utilized trail in the State of Wisconsin and which provides an excellence standard of how recreational trails should be planned for and developed.

## Purpose of the Cooperative Plan

The cooperative plan for the Great Sauk State Trail establishes and articulates a consistent vision for how the trail will be used and what message the trail conveys relative to the area's history, geology and ecology, in addition to providing a recreational resource. Currently, the Great Sauk State Trail is undeveloped, however, because of its proximity to Madison, Wisconsin and Devil's Lake State Park, there

is considerable potential for this trail to become a local community asset and regional, or even national, attraction and destination.

This cooperative plan, while specific to the Great Sauk State Trail, is provided as a complement to other adopted plans with varying jurisdiction. Goals and policy direction provided in these plans, in turn, complement the overarching goal of establishing the Great Sauk Trail.

Functionally, this cooperative plan provides the framework for the trail route, users, amenities, and basic construction guidelines. The plan anticipates future connections to successive trail segments to eventually realize a connected regional trail system. Details, such as incorporating interpretive components for the trail or installation of trail features such as art sculptures and benches, are outside of the direct scope of this plan, but were considered during the planning process.

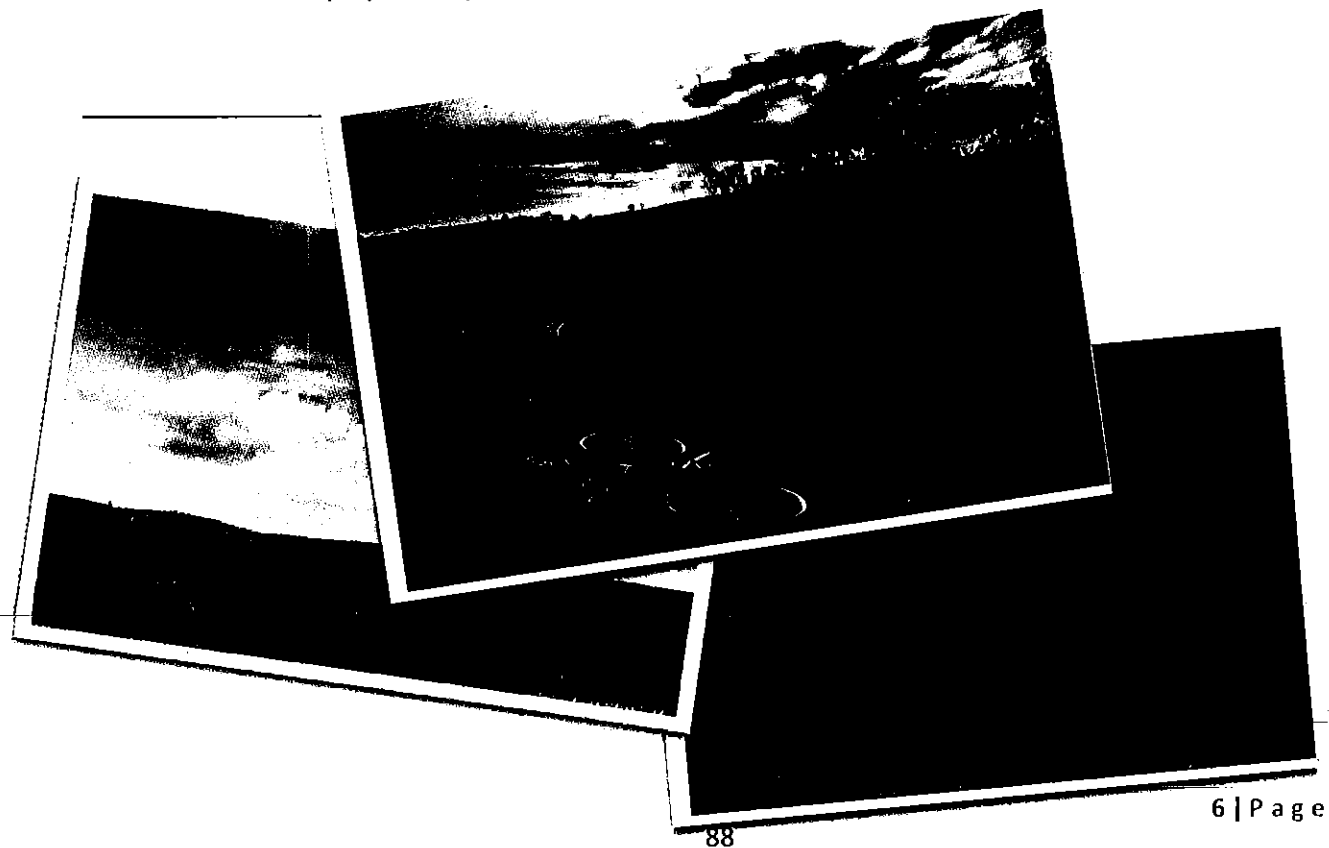
The cooperative plan also designates the Sauk Prairie Segment as a State Trail. This designation will enable the sale of State Trail passes to generate revenue for trail maintenance. The State trail designation will also place the trail in promotional materials generated by the Wisconsin Department of Natural Resources which reaches several million people each year, enables the

the promotion of the trail at trade shows, both in Wisconsin and adjoining states, and qualifies the Friends Group to apply for a Friends Group Grant.

### Overview of the Planning Process

The planning process was managed by Sauk County staff and lead by the Sauk County Great Sauk Trail Commission, which consisted of appointed county and local government representatives granted the authority to vote on commission decisions. Once the Commission was established, stakeholder and advisory groups were created to inform commission decision making. Additional information on stakeholder and advisory groups can be found in **Section 2 -- Project Background**.

The planning process was guided by Wisconsin Administrative Code NR 44 and is consistent with NR 44.04(13) for plans prepared jointly with other agencies. This plan was jointly prepared by Sauk County and the Wisconsin Department of Natural Resources.





**RESOLUTION NO. 105 -16**

**RATIFYING THE 2016-2017 COLLECTIVE BARGAINING AGREEMENT BETWEEN  
SAUK COUNTY AND THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION  
(WPPA) L241 - SHERIFF'S DEPARTMENT SWORN UNIT**

**WHEREAS**, the existing collective bargaining agreement between Sauk County and WPPA L241 (Sheriff's Department Sworn Unit) hereinafter referred to as Union, expired on December 31, 2015; and,

**WHEREAS**, the Negotiating Committee, acting under the authority of the Personnel Committee, has negotiated a tentative agreement with WPPA L241 (attached hereto), for the terms of a successor agreement for the calendar years of 2016 and 2017; and,

**WHEREAS**, in accordance with Wisconsin Act 10, certain sworn law enforcement officers maintained collective bargaining rights pursuant to Wis Stats. 111.70/111.77 and are exempted from the mandatory employee required contributions to the Wisconsin Retirement System (WRS); and,

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

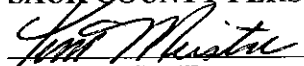
**WHEREAS**, the Personnel Committee, after careful consideration and review, believes the provisions of the tentative agreement as being in the best interest of Sauk County.

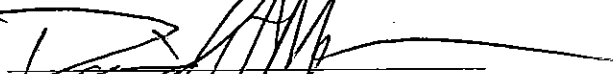
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Personnel Committee be and hereby is authorized and directed to sign on behalf of Sauk County a collective bargaining agreement incorporating the provisions of the tentative agreement,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

For consideration by the Sauk County Board of Supervisors on September 20, 2016.

Respectfully submitted,

**SAUK COUNTY PERSONNEL COMMITTEE**

  
TIM MEISTER

  
DAVID MOORE

  
JEAN BERLIN

  
HENRY NETZINGER

  
TOMMY LEE BYCHINSKI

**Fiscal Note:**

	2016	2017
Full-Time Equivalents	93.00	93.00
Wages, Overtime, Longevity - Cost of Living Adjustment (COLA)	5,399,213	5,480,202
Wage-Related Benefits COLA (FICA/Medicare, Retirement, Work Comp)	989,136	1,003,973
Health & Life Insurance	<u>1,091,589</u>	<u>1,124,294</u>
Total Package Cost	7,479,938	7,608,469

**Change from Prior Year**

	%	\$	%	\$
Wages, Overtime, Longevity - Cost of Living Adjustment (COLA)	1.00%	53,458	1.50%	80,988
Wage-Related Benefits COLA (FICA/Medicare, Retirement, Work Comp)	-3.23%	-32,973	1.50%	14,837
Health & Life Insurance	3.00%	<u>31,753</u>	3.00%	<u>32,705</u>
Total	0.70%	52,238	1.72%	128,530

Across-the-board increases included are:

1/1/16=1.00%. 1/1/17=1.50%

KPB

**TENTATIVE AGREEMENTS  
BETWEEN  
SAUK COUNTY  
AND WISCONSIN PROFESSIONAL POLICE ASSOCIATION L241  
(SWORN UNIT)**

The 2014-2015 Collective Bargaining Agreement shall remain unchanged for a two (2) year period commencing January 1, 2016 except as follows:

Deletions are indicated by: ~~Strikethrough.~~

Additions and new language are indicated by: Shadow

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

**9.02 – JOB POSTINGS.**

In the application of 9.02-JOB POSTINGS, the filling of vacancies is by position and does not include the regular days off of the predecessor in that position. The past practice, if any existed, has been terminated.

**9.05 – TEMPORARY EMPLOYEES.**

The term “temporary employee” shall mean employees, including limited term employees, who are used by the Employer to perform work for a temporary period of time on a full-time or part-time basis. Temporary employees shall be employed for less than 600-1000 hours ~~and less than six (6) months in duration.~~ If a temporary employee becomes a regular, full-time employee, the starting date for seniority and benefit accrual purposes shall be the date the employee becomes a regular, full-time employee. Temporary employees shall not be entitled to receive benefits, except those required by law.

**10.03 – COMPENSATORY TIME.**

a. Compensatory Time in Lieu of Overtime: Employees shall have the choice of overtime pay or compensatory time off in accordance with the provisions herein. Employees shall be able to accrue a maximum of forty (40) for 5/2 schedules and ~~fifty-one~~ thirty-four (34.0) for 4/2 schedules hours of compensatory time (i.e. ~~262/3 hours at time and a half (1 1/2) = 40 hours of “comp” time~~ compensatory time is paid at time and one half the straight time rate). Compensatory time will accrue to the employees “bank” at the end of the employee’s established work period. Compensatory time off shall be taken by mutual agreement between the employee and the Sheriff or his designee subject to the provisions of section 11.02(b). The scheduling of compensatory time shall be on a first come, first served basis.

c. Payout of Compensatory Time: ~~Any accumulated compensatory time as of the first period in November of any calendar year will be paid out to employees no later than the first paycheck in December of that year.~~ Upon termination, employees shall be paid the balance of their compensatory time bank at the rate equal to the employee’s normal hourly rate. The appropriate rate of pay for the payout will be that which is in effect at the time of the payout.

**10.07 – FIELD TRAINING OFFICER PAY.** Individual employees assigned as the Field Services Training Officer will meet the minimum requirements of two (2) years of experience in the position for which they are providing the training, or any combination of education and experience that provides

equivalent knowledge, skills and abilities. Designation of ~~Field~~-Training Officer duties shall be at the discretion of the Sheriff, or designee. Employees assigned to perform in the capacity of ~~Field~~ Training Officer shall be compensated at the rate of one dollar (\$1.00) per hour above the current rate. Additional compensation granted under this article will terminate at such time the employee is no longer performing ~~Field~~ Training Officer duties.

#### **11.02 VACATION AND COMPENSATORY TIME APPROVAL.**

b. Except within the Security Division (Jail) vacation or compensatory time off days in the patrol and detective divisions may be granted to ~~two~~ one employees within the same division, per shift, on the same date(s) at the discretion of the immediate supervisor with the availability of personnel and overtime costs being recognized as managerial concerns. It is understood that, while management will not always be able to grant every request, no other criteria will be arbitrarily introduced as deciding factors in the vacation or compensatory time off approval decision-making process. In the Security Division (Jail), vacation leave will be granted on the basis of minimum staffing levels when court is not in session; minimum staffing plus one when court is in session.

#### **12.02 – SICK LEAVE CREDIT.** Sick Leave Credits may be accrued as follows:

- 1) All Sheriff's Department employees being represented for whom vacation periods are provided shall be given sick leave with pay at the rate of one (1) day sick leave for each completed calendar month of compensated service. The term "each completed calendar month of compensated service" shall be construed to mean any calendar month in which the employee has completed thirteen (13) days of compensated service. This definition applies to all employees of the Sheriff's Department engaged in service of the County except part-time and seasonal employees or employees who are on a per diem basis. Upon the completion of the first six months of continuous employment, employees of this bargaining group may utilize accrued sick leave balances.
- 2) No employee shall be credited with an accumulation of more than one hundred and twenty (120) days of sick leave credits at any time, nor shall he/she be permitted to take more than one hundred and twenty (120) days of sick leave in any one (1) calendar year. Employees shall not be required to use sick leave in case of an on-the-job injury. Any employee having unused sick leave on the date of retirement, provided the employee has reached age fifty (50) if employed in a protective occupation as classified by the Wisconsin Retirement System, or age fifty-five (55) if employed in a non-protective occupation as classified by the Wisconsin Retirement System, and the employee qualifies for an annuity under the Wisconsin Retirement System, shall be able to either:
  - a. Employees hired on or after January 1, 2017, shall be able to receive sixty (60%) of the cash value of the employee's accrued sick leave paid to the employee less applicable deductions;
  - b. Employees hired on or before December 31, 2016, shall be eligible to convert seventy (70.0%) thereof to purchase continuing health insurance under the County's Employee Health Insurance Plan; or,

- c. The employee may, at his/her discretion, receive one hundred percent (100%) the cash value of the conversion privilege in lieu of any right to further participation in the County's Employee Health Insurance Plan; the choice is irrevocable and must be made upon notice of intent to retire.

**13.02 – NON DUPLICATION OF COVERAGE.** In the event two (2) individuals in the same household are employed by Sauk County and who could, under the rules of health insurance plan(s), qualify for coverage under one family health insurance plan, the two (2) employees will be entitled to their choice of one (1) family plan or two (2) single health plans. In event either employee should terminate his/her employment with the County for whatever reason, or in the event of divorce, the remaining employee shall be entitled to convert their plan without a) loss of coverage; b) proof of insurability; c) medical underwriting, and d) incurring exclusions for pre-existing conditions for the employee and any member of the employee's family previously covered under a policy with Sauk County. ... *(Remainder of this section remains unchanged)*

**14.05 – PERSONNEL FILES.** ~~All warning notices shall be removed from the files three (3) years after date of issue~~ Warning notices older than three (3) years shall not be the basis for progressive discipline.

**14.07 – CLOTHING ALLOWANCE.** The Employer agrees all employees classified as Deputies assigned to Patrol or Detective shall receive five hundred dollars (\$500.00) per year for a clothing allowance and clothing maintenance allowance. The Employer further agrees that employees classified as Deputy Security (Jailer) shall receive three hundred and fifty (\$350.00), and any Deputy Security (Jailer) required to be weapons certified shall receive an additional one-hundred dollars (\$100.00); the clothing allowance (hereinafter "allowance") shall be available throughout the year on a voucher basis through vendors selected by the County.

**15.02 – EFFECTIVE DATES.** This Agreement shall become effective as of January 1, 2014 2016, and shall remain in full force and effect until and including December 31, 2015 2017, and shall be automatically renewed from year to year thereafter unless negotiations are initiated by either prior to August 1, 2015, or any first day of August of any effective year of this Agreement thereafter.

## **WAGES**

An across the board increase on all wage rates in the wage schedule of 1% effective January 1, 2016.

An across the board increase on all wage rates in the wage schedule of 1.5% effective January 1, 2017.

SAUK COUNTY RESERVES THE RIGHT TO ADD TO, DELETE FROM AND/OR OTHERWISE MODIFY ANY OF THESE PROPOSALS DURING THE COURSE OF NEGOTIATIONS WITHOUT PREJUDICE AND WITHOUT PRECEDENT. IN ADDITION, EACH ELECTED OFFICIAL RESERVES THE RIGHT TO VOTE AS THEY DEEM APPROPRIATE IN CONSIDERATION OF THE RATIFICATION OF ANY TENTATIVE AGREEMENT BROUGHT TO THE COUNTY BOARD FOR A SUCCESSOR AGREEMENT.

**RESOLUTION NO. 106 - 2016**

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

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

**WHEREAS**, the Sauk County Treasurer has advertised the sale and appraised value of such real estate in a Class 3 Notice under Chapter 985 of the Wisconsin Statutes; and,

**WHEREAS**, at 8:00 a.m. on August 30, 2016, the Sauk County Treasurer and the Sauk County Deputy Treasurer opened bids for said property, the successful bidder indicated and said property described below:

**CITY OF REEDSBURG**

#276-0101-00000      CITY OF REEDSBURG CLARKS 2<sup>ND</sup> ADD NORTH ½ OF LOT 1,  
BLOCK 9  
ADDRESS: 401 CLARK ST, REEDSBURG  
Appraised Value:      \$18,291.00  
Bid:                      \$19,128.00  
Submitted by:          DCI REEDSBURG LLC

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

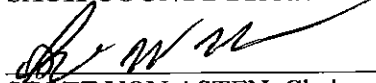
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Clerk is hereby instructed to issue a Quit Claim Deed for the above described real property to DCI REEDSBURG LLC having received in full the amounts of said bid.

**AND BE IT FURTHER RESOLVED** that the Sauk County Clerk is also authorized to accept the next successful bid exceeding the appraised value of any parcel if the successful bidder on said property does not comply with all requirements as outlined in the Notice of Sale.

For consideration by the Sauk County Board of Supervisors on September 20, 2016.

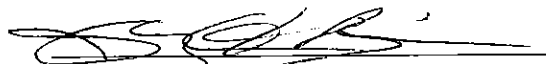
Respectfully submitted,


**SAUK COUNTY PROPERTY AND INSURANCE COMMITTEE:**

  
SCOTT VON ASTEN, Chairperson

  
WILLIAM HAMBRECHT

  
NATHAN JOHNSON

  
JEAN BERLIN

  
REBECCA HOVDE

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

**MIS NOTE:** No Impact.

*KPB*

RESOLUTION NO. 107-16

**AUTHORIZATION TO CONTRACT WITH ELHERT & ASSOCIATES TO COMPLETE A FACILITIES SECURITY ANALYSIS**

**WHEREAS**, the security of the main entrances to the Historic Courthouse, West Square Administration Building, Reedsburg Human Services, and the Sauk County Health Care Center have been a concern of the Courthouse Security Committee and;

**WHEREAS**, the Emergency Management, Buildings & Safety Facilities Manager along with the Courthouse Security Committee developed a Request for Proposals that included a detailed scope of work to address all of the necessary items to complete a facility security analysis of the facilities; and,

**WHEREAS**, the Emergency Management, Buildings & Safety Facilities Manager along with the Courthouse Security Committee staff have reviewed the proposals received with the Property & Insurance Committee and recommend that a contract to complete this scope of work be awarded to Elhert & Associates at a cost of \$16,800,

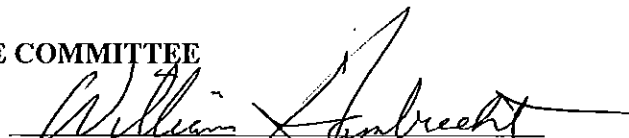
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the Emergency Management, Buildings & Safety Facility Manager is hereby directed and authorized to contract with Elhert & Associates at a cost of \$16,800,


For consideration by the Sauk County Board of Supervisors on September 20<sup>th</sup>, 2016.


Respectfully submitted:

**SAUK COUNTY PROPERTY AND INSURANCE COMMITTEE**

  
Scott Von Asten, Chair

  
William Hambrecht

  
Nathan Johnson

  
Rebecca Hovde

  
Dan Berlin

**Fiscal Note:** Money for this security analysis will be taken from the 2016 Building Services budget.

**Information System Note:** No Information System impact.

KPB

## SECURITY ASSESSMENT RFP RESPONSES

Company	Court House Only Cost	West Square Only Cost	Human Services Only Cost	Health Care Center Only Cost	Total Bid if all four completed
PINKERTON	\$1,683.00	\$3,227.00	\$550.00	\$2,540.00	\$8,000.00
PER MAR	\$2,500.00	\$2,500.00	\$2,000.00	\$3,000.00	\$10,000.00
ELERT & ASSOCIATES	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$16,800.00
THE INTERSEC GROUP	\$4,248.75	\$4,248.75	\$4,248.75	\$4,248.75	\$16,995.00
BUSINESS PROTECTION SPECIALISTS	\$8,031.00	\$5,335.00	\$2,677.00	\$2,677.00	\$18,720.00
JBA CONSULTING	\$7,500.00	\$6,220.00	\$3,430.00	\$6,400.00	\$23,550.00
GOOD HARBOR TECHMARK	\$6,078.00	\$6,078.00	\$6,078.00	\$6,078.00	\$24,312.00
SECURE STATE CONSULTING	\$7,965.00	\$7,965.00	\$7,335.00	\$7,335.00	\$30,600.00
TRIAD CONSULTING GROUP	\$9,400.00	\$8,700.00	\$8,500.00	\$7,700.00	\$34,300.00
GLOBAL MANAGED RISK	\$11,201.00	\$11,201.00	\$11,201.00	\$11,201.00	\$39,950.00**
BLW SECURITY GROUP	\$11,250.00	\$11,250.00	\$9,100.00	\$9,100.00	\$40,700.00
THREAT REDUCTIONS SOLUTIONS	\$10,211.00	\$19,588.00	\$3,335.00	\$15,420.00	\$48,554.00
BURNS MCDONNELL	\$24,000.00	\$7,250.00	\$7,250.00	\$10,500.00	\$49,000.00
SMILIC	\$33,940.00	\$33,940.00	\$33,940.00	\$33,940.00	\$135,760.00

\* - WILL ONLY PROVIDE IF WE ARE INTERESTED IN CONTRACTING WITH THEM

\*\* - OFFERING A PRICE BREAK IF ALL 4 LOCATIONS COMPLETED AT THE SAME TIME. \$39,950.00