

April 2012 - March 2013  
Proceedings  
of the



Board Of Supervisors

Martin F. Krueger - Chair, Sauk County Board of Supervisors  
Joan Fordham - Vice-Chair, Sauk County Board of Supervisors

Rebecca A. DeMars - Sauk County Clerk

County Seat - Baraboo, Wisconsin

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**April 2012- March 2013**

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**Sauk County Board of Supervisors Districts**  
**Term of Office: April 17, 2012 (3<sup>rd</sup> Tuesday) – April 14, 2014 (3<sup>rd</sup> Monday)**

**DISTRICT #1, Joan C. Smoke**

Village of Lake Delton Ward 1 and Ward 2

**DISTRICT #2, Thomas Kriegl**

Town of Fairfield, Ward 1

Town of Greenfield

Town of Baraboo, Ward 3

**DISTRICT #3, Tim Meister**

Town of Dellona, Ward 1 and Ward 2

Town of Winfield, Ward 1

**DISTRICT #4, Virgil Hartje**

Town of Winfield, Ward 2

Town of La Valle, Ward 1 and Ward 2

Village of La Valle

**DISTRICT #5, Gerald L. Lehman**

Town of Woodland

Town of Ironton

Village of Cazenovia, Ward 2

Village of Ironton

Village of Lime Ridge

**DISTRICT #6, John S. Dietz**

Town of Reedsburg, Ward 1, Ward 2 and Ward 4

City of Reedsburg, Ward 13, Ward 14, Ward 15 and Ward 16

**DISTRICT #7, Carol Held**

City of Reedsburg, Ward 1, Ward 2 and Ward 3

**DISTRICT #8, George F. Johnson**

City of Reedsburg, Ward 4, Ward 5 and Ward 6

**DISTRICT #9, Tommy Lee Bychinski**

City of Reedsburg, Ward 7, Ward 8 and Ward 9

**DISTRICT #10, Marty Krueger**

City of Reedsburg, Ward 10, Ward 11 and Ward 12

**DISTRICT #11, Joseph W. Fish**

Town of Excelsior, Ward 1 and Ward 2

Town of Reedsburg, Ward 3

Village of Rock Springs

**DISTRICT #12, Peter Tollaksen**

Town of Delton, Ward 1 and Ward 2

Village of Lake Delton, Ward 3

City of Wisconsin Dells, Ward 4 and 8

**DISTRICT #13, Jason L. Lane**

Town of Baraboo, Ward 2

Town of Fairfield, Ward 2

Town of Delton, Ward 3 and Ward 4

**DISTRICT #14, David A. Riek**

City of Baraboo, Ward 6 and Ward 8

**DISTRICT #15, Ruth Dawson**

City of Baraboo, Ward 9 and Ward 10

**DISTRICT #16, John A. Miller**

City of Baraboo, Ward 2, Ward 12 and Ward 14

**DISTRICT #17, Joan Fordham**

City of Baraboo, Ward 1, Ward 11 and Ward 13

**DISTRICT #18, Scott Von Asten**

City of Baraboo, Ward 3 and Ward 4

**DISTRICT #19, Andrea Lombard**

City of Baraboo, Ward 5 and Ward 7

**DISTRICT #20, Judy Ashford**

Town of Merrimac

Town of Sumpter, Ward 2

Village of Merrimac

**DISTRICT #21, Don Nobs**

Town of Baraboo, Ward 4

Town of Freedom

Town of Excelsior, Ward 3

Village of North Freedom

**DISTRICT #22, Donald C. Stevens**

Town of Washington Ward 1 and Ward 2

Town of Bear Creek

Town of Franklin, Ward 2

**DISTRICT #23, Dennis B. Polivka**

Town of Spring Green, Ward 1 and Ward 4

Town of Franklin, Ward 1

Village of Plain

**DISTRICT #24, Arthur Carlson**

Town of Spring Green, Ward 2

Village of Spring Green, Ward 1 and Ward 2

**DISTRICT #25, Brian L. Peper**

Town of Freedom Ward 1

Town of Westfield

Town of Honey Creek

Village of Loganville

**DISTRICT #26, Frederick J. Halfen**

Town of Spring Green, Ward 3

Town of Franklin, Ward 3

Town of Troy

Town of Prairie du Sac, Ward 2

Town of Sumpter, Ward 2

**DISTRICT #27, Scott Kevin Alexander**

Town of Baraboo, Ward

Village of West Baraboo, Ward 1 and Ward 2

**DISTRICT #28, Mark Smooth Detter**

Village of Prairie du Sac, Ward 2 and Ward 3

**DISTRICT #29, William F. Wenzel**

Village of Prairie du Sac, Ward 1 and Ward 4

**DISTRICT #30, Donna Stehling**

Village of Sauk City, Ward 1, Ward 2 and Ward 5

**DISTRICT #31, Henry Netzing**

Town of Prairie du Sac, Ward 1

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<b>November 20, 2012:</b> None	
<b>December 18, 2012:</b> None	
<b>January 15, 2013:</b> None	
<b>February 18, 2013:</b> None	
<b>March 19, 2013:</b> None	

## **Public Comment**

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### **May 15, 2012: None**

### **June 19, 2012:**

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### **July 17, 2012:**

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**March 19, 2013: None****Communications****April 17, 2012:**

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2. E-mail from Patricia Van Oosten informing Supervisor Krueger she was not able to attend the Board Meeting to receive her certificate of appreciation; and thanked the Board of Supervisors for the opportunity to serve Sauk County. 7
3. E-mail from Joel Gaalswyk explaining the absence at the Planning, Zoning and Land Records & Intergovernmental meetings due to his health. He truly will miss working with everyone at Sauk County. 7
4. Letter from Wisconsin Department of Transportation inviting the public to an Informational meeting re: a Corridor Preservation Study of US Highway 12 from Ski Hi Road to Wis 19 West. 7

**May 15, 2012:**

1. Letter from Wisconsin Department of Administration, Mark Williams, Flood Recovery Specialist Regarding Amendment 11 to CDBG-EAP Contract 08-06 providing additional funding of \$474,315 to Sauk County increasing total funding to \$9,992,636. 53
2. Letter from Wisconsin Counties Association, Mark O'Connell, Executive Director reminding counties of remittance deadline for resolutions to be submitted for consideration at the annual conference in LaCrosse, September 23-25, 2012. 53
3. Letter from Village of Plain regarding their 100 Year Anniversary celebration. 53
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**June 19, 2012:**

1. WCA letter dated 06/08/2012: Appointment of WCA 2<sup>nd</sup> Vice-President/Sauk Co. Board Chair Marty Krueger to serve as Chair of the WCA Resolutions Committee for 2012. (Note: Vice- Chair Joan Fordham also appointed to the same committee). 84
2. WCA letter dated 06/05/2012: 2012-2013 NACO Steering Committee Nominations. 84

**July 17, 2012:**

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**August 21, 2012:**

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6. Wisconsin County Mutual Insurance, Re: Letter acknowledging Sauk County's 2011 successful liability policy year and declaring a dividend payment to Sauk County in the amount Of \$22,821.00. 315

**December 18, 2012: None****January 15, 2013: None****February 18, 2013:**

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**March 19, 2013:**

1. Thank you letter from Jewell Associates Engineers for Sauk County's support provided with The Big Hollow Flood Control Project in the Town of Spring Green. 573

## **Bills and referrals**

April 17, 2012: None

May 15, 2012: None

June 19, 2012: None

July 17, 2012: None

August 21, 2012: None

September 18, 2012: None

October 16, 2012: None

November 20, 2012: None

December 18, 2012: None

January 15, 2013: None

February 18, 2013: None

March 19, 2013: None

## **Claims**

April 17, 2012: None

May 15, 2012: None

June 19, 2012: None

July 17, 2012: None

August 21, 2012: None

September 18, 2012: None

October 16, 2012: None

November 20, 2012: None

December 18, 2012: None

January 15, 2013: None

February 18, 2013: None

March 19, 2013: None

## **Appointments**

April 17, 2012: None

May 15, 2012:

54-58

### **Standing Committees:**

2 year terms concurrent with County Board term of office, 04/17/2012- 04/14/2014.

Aging & Disability Resource Center: 5 Supervisors

Thomas Kriegl, Carol Held, Tommy Lee Bychinski, Ruth A. Dawson, Arthur Carlson

Conservation, Planning & Zoning: 6 Supervisors

Gerald I. Lehman, John S. Dietz, Judy Ashford, Don Nobs, Dennis Polivka, Frederick J. Halfen

Economic Development: 7 Supervisors

Gerald L. Lehman, Marty Krueger, Joseph W. Fish, David A. Riek, Dennis B. Polivka, Brian L. Peper, Donna Stehling

Finance: 5 Supervisors

Tommy Lee Bychinski, Jason L. Lane, Andrea Lombard, Joan Fordham, William F. Wenzel

Health Care Center Board of Trustees: 4 Supervisors

Joan C. Smoke, Joseph W. Fish, Arthur Carlson, Henry Netzing

Highway & Parks: 5 Supervisors

Tim Meister, Virgil Hartje, Peter Tollaksen, Donald C. Stevens, Brian L. Peper

Human Services Board: 6 Supervisors

Thomas Kriegl, Andrea Lombard, Ruth A. Dawson, John A. Miller, Scott Kevin Alexander, Mark Smooth Detter

Law Enforcement & Judiciary: 5 Supervisors

George F. Johnson, Peter Tollaksen, Don Nobs, Donald C. Stevens, Frederick J. Halfen

Personnel: 5 Supervisors

Tim Meister, Carol Held, Peter Tollaksen, Scott Kevin Alexander, Henry Netzing

Property & Insurance: 5 Supervisors

Virgil Hartje, George F. Johnson, John A. Miller, Scott Von Asten, David A. Riek

Public Health Board: 4 Supervisors

Joan C. Smoke, John A. Miller, Don Nobs, Donna Stehling

UW Extension, Arts & Culture: 5 Supervisors

Joan C. Smoke, John S. Dietz, Judy Ashford, Mark Smooth Detter, Donna Stehling

**Other Committees, Boards & Commissions:**

**2 year terms concurrent with County Board term of office, 04/17/2012- 04/14/2014.**

Aging & Disability Advisory Committee: 2 Supervisors

Ruth A. Dawson, Arthur Carlson

Aging & Disability Resource Center (ADRC) Regional: 1 Sauk County Board Representative

Arthur Carlson

Badger Intergovernmental Group: 1 Supervisor

William F. Wenzel

Badger Interim Oversight & Management Commission: 1 Supervisor

William F. Wenzel

Badger Restoration Advisory Board (RAB): 1 Supervisor

Judy Ashford

Board of Adjustment: 1 Supervisor

Henry Netzing, Township of Prairie du Sac

Campus Living & learning Center Development & Building Committee: 1 Supervisor

Andrea Lombard

Central Wisconsin Community Action Council: 1 Supervisor

Joan C. Smoke

Circus World Museum: 1 Supervisor

Joan Fordham

Clearview Long Term Care and Rehabilitation Center Commission: 1 Supervisor

Scott Kevin Alexander

Commissioner of Lake Redstone Management District: 1 Supervisor

John S. Dietz

Commissioner of Lake Virginia Management District: 1 Supervisor

Don Nobs

Commission of Mirror Lake Protection District: 1 Supervisor

Don Nobs

Communications Infrastructure Committee: 3 Supervisors  
Tommy Lee Bychinski, Scott Von Asten, Mark Smooth Detter

Economic Development Subcommittee: 3 Supervisors  
John S. Dietz, David A. Riek, Donna Stehling

Inter-County Coordinating Commission (ICC): 2 Supervisors  
Sauk, Columbia, Dodge, Jefferson and Green Lake Counties  
Marty Krueger, Joan Fordham

Land Information Council: 1 Supervisor  
Frederick J. Halfen

Local Emergency Planning (LEPC): Board Chair, 1 Supervisor & 1 Alternate  
Marty Krueger, Scott Von Asten, John A. Miller- Alternate

Long Term Support Planning Committee: 2 Supervisors  
Ruth A. Dawson, Arthur Carlson

Madison Area Technical College Appointment Board: 1 Supervisor (required being Chair of the Board)  
Marty Krueger

Marsh Country Health Alliance Board: 1 Supervisor  
Scott Kevin Alexander

Mississippi Valley Health Services Board of Directors: 1 Supervisor  
Scott Kevin Alexander

Natural Beauty Council: 1 Supervisor  
Brian L. Peper

Revolving Loan Fund Committee: 2 Supervisors from Finance and Executive & Legislative committees  
Tommy Lee Bychinski, Jason L. Lane

Sauk County Development Corporation: 2 Supervisors + County Board Chair required being member  
Marty Krueger, Frederick J. Halfen, William F. Wenzel

Sauk County Housing Authority: 1 Supervisor  
George F. Johnson

Sauk County Library Board: 1 Supervisor  
Judy Ashford

South Central Library Systems Board: 1 Supervisor  
Judy Ashford



Southwest Badger Resource Conservation & Development Council: 1 Supervisor  
Gerald L. Lehman

Transportation Coordination Committee: 2 Supervisors  
Ruth A. Dawson, Arthur, Carlson

Tri-County Airport Commission: 1 Supervisor  
Donald Stevens

University of Wisconsin Campus Commission: 2 Supervisors  
Andrea Lombard, Scott Von Asten

Western Wisconsin Technical College District Board: 1 Supervisor, requires County Board chair as member: Marty Krueger

Wisconsin Association of Local Health Department & Boards: 2 Supervisors  
Joan C. Smoke, Donna Stehling

Wisconsin River Rail Transit Commission: 3 Supervisors and 1 Alternate  
Carol Held, John A. Miller, Donna Stehling, Marty Krueger- Alternate

Workforce Development Board of South Central Wisconsin: 1 Supervisor, requires County Board chair to be member: Marty Krueger

**June 19, 2012:**

Board of Adjustment

Citizen member: Reappointment of Nicholas Ladas, 3 year term expires 06/30/2015. 84

Ethics Inquiry Board:

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Revolving Loan Fund Committee:

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**July 17, 2012:**

Communications Infrastructure Committee:

Frederick Halfen, Law Enforcement & Judiciary

Virgil Hartje, Member at Large 121

**August 21, 2012:**

None

**September 18, 2012:**

Aging & Disability Resource Center (ADRC) Regional Governing Board of Southwest Wisconsin-  
North Regional Board: Citizen member, 3 Year Term expires 4/21/2015

Phyllis Johnson

Janet Pearson

245

Comprehensive Community Services (CCS) Program Coordinating Committee:

2-Year Terms, all expiring 10/21/2014

Tom Kolb, Citizen/Community member

Donna Miller, Citizen/Consumer member

Jeff Semenas, Sauk County Dept. of Human Services – CCS Program Manager

Sharon Boesl, Sauk County Dept. of Human Services

245

Transportation Coordination Committee:

Theron Hill- Physical Needs/Citizen member, 2 Year Term expires 8/19/2014

Joan Wucherer- Physical Needs/Citizen member; 2 Year Term expires 8/19/2014

Janet Pearson- Mental Health/AODA, Citizen member, 1 year Term expires 8/20/2013

Alan Wildman II, Sauk Prairie Transit, Citizen member, 1 Year Term expires 8/20/2013

Richard Running, Baraboo Taxi (Running Inc.), Citizen member, 1 Year Term expires 8/20/2013

Dan Brattset, Sauk County Dept. of Human Services, 1 Year Term expires 8/20/2013

Jim Pritzkow, Aging & Disability Resource Center, Information & Assistance Lead Worker,

1 Year Term expires 8/20/2013

246

**October 16, 2012:**

Land Information Council:

Public Safety or Emergency Communications Representative employed within the County:

Reappointment of Tim Stieve, 2 Year Term Expiring 09/16/2014

272

Natural Beauty Council:

Appointment of Linda Borleske, Citizen member, 2 Year Term Expiring 04/14/2014

272

**November 20, 2012:**

Aging & Disability Resource Center Governing Board of Southwest Wisconsin North Regional  
Board:

Citizen member, 3 Year Term Expiring 04/21/2015

Vern Demers (to fill unexpired term of Phyllis Johnson)

315

Board of Adjustment:

Citizen member, 3 Year Term Expiring 06/30/2015

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Jeanne DeForest (Re-appointment)

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Long Term Support Planning Committee:

Theron Hill; Physically Disabled Representative (Re-appointment) Citizen member- 2 year  
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573

2013 Sauk County Emergency Fire Warden Organization List

Updated to include two additional organizations in LaValle, Town of LaValle Clerk, Jean Judd;  
And Hartje, Farm Home & Sports

576-577

## **Unfinished Business**

**April 17, 2012:** None

**May 15, 2012:** None

**June 19, 2012:** None

**July 17, 2012:** None

**August 21, 2012:** None

**September 18, 2012:** None

**October 16, 2012:**

Conservation Planning & Zoning, Highway & Parks And Property & Insurance: Resolution 84-2012  
Authorizing The Purchase of Lands In The Town Of Dellona To Obtain Access To County Owned Property  
As Part Of The Highway 12 Corridor Growth Management Plan.

280-282

**November 20, 2012:** None

**December 18, 2012:**

Property & Insurance: Resolution 77-2012 Approving Building Space Lease In The West Square  
Administration Building With The Madison Area Technical College.

402-412

Property & Insurance: Resolution 78-2012 Approving Building Space lease In The West Square  
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413-423

Property & Insurance: Resolution 79-2012 Approving Building Space Lease In The West Square  
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**January 15, 2013:** None

**February 18, 2013:** None

**March 19, 2013:** None

## Reports

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4. Marty Krueger, County Board Chair
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  - c. WCA Resolutions
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**July 17, 2012:**

1. Rebecca A. DeMars, 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):
  - a. **Petition 9-2012**, Applicant: Norbert May, agent for Mabel L. David, property owner; Project Location: Town of Baraboo; Current Zoning: Agricultural; Proposed Zoning: Commercial. 122
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**August 21, 2012:**

1. Rebecca A. DeMars, 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):
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- 12-2012 Amending Chaper 7, Sauk County Zoning Ordinance To Clairfy Warehousing As A Special Exception, In the Commercial Zoning Districts. 185-189
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## MINUTES

### Sauk County Board of Supervisors - Organizational Meeting

Tuesday, April 17, 2012

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

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6:00 p.m., call to order, and certify compliance with Open Meeting Law:

*Immediate past Chair Marty Krueger.*

Invocation and pledge of allegiance.

#### Verification of credentials and Roll call.

PRESENT: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger.

ABSENT: (0) VACANT: (1) District 6.

#### Administration of the Oath of Office:

*The Honorable Judge Evenson, Sauk County Circuit Court Branch II.*

#### Adoption of Rules of the Board:

MOTION (Bychinski/Alexander) to approve the Rules of the Board as revised.

MOTION (Kriegl/Von Asten) to amend *the Rules of the Board, Rule II* by adopting the rules and regulations of the Sauk County Board that were in place on April 16, 2012 until the regular Sauk County Board meeting in May at which time these rules will be reviewed for re-adoption as they are or as modified during the May meeting. The rules adopted in May will be used until the term expires or other changes are made. Adoption/modification of the rules during the organization and May meeting will be made by a simple majority vote. VOTE ON MOTION TO AMEND:

AYE: (3) Kriegl, Miller, Von Asten. NAY: (27) Smoke, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham, Krueger. ABSENT: (0) VACANT: (1) District 6. **Motion to amend failed.**

MOTION (Smoke/Riek) to amend the *Rules of the Board IX* opposing combining Human Services & Public Health into one oversight committee. Discussion in support of, and in opposition to, motion to amend. MOTION (Bychinski/Tollaksen) to call the question and end discussion of motion to amend. VOTE ON MOTION TO END DISCUSSION: AYE: (27) Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Stehling, Netzing, Fordham, Krueger. NAY: (3) Smoke, Kriegl, Wenzel. ABSENT: (0) VACANT: (1). District 6. **Motion to end discussion carried.**

VOTE ON MOTION TO AMEND: (Smoke/Riek) *Rules of the Board IX* opposing combining Human Services & Public Health into one oversight committee. AYE: (20) Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Riek, Miller, Von Asten, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Detter, Wenzel, Stehling. NAY: (10) Bychinski, Fish, Tollaksen, Lane, Dawson, Lombard, Alexander, Netzing, Fordham, Krueger. ABSENT: (0) VACANT: (1). District 6. **Motion to amend carried.**

MOTION (Riek/Smoke) to amend *Rules of the Board, IV P (4)* by striking and adding the following language: A County Board member attending a committee meeting of a committee on which they do not serve, ~~may request to speak at that meeting. shall be given an opportunity to address said committee at least once, for a period of time which is at least equal to the time allowed for individual speakers at public comment,~~ provided the matter to be addressed is a matter that is on that committee's properly posted agenda. If enough supervisors who are not on that committee attend so as to constitute an unnoticed quorum of the County Board or any other committee, board, or commission of the County, the non-committee members attending are not permitted to address the committee at that meeting because to do so would violate the Open Meetings Law. The decision to allow the supervisor to speak ~~more than once~~ is within the discretion of the chair of the committee. The chair's decision may be overruled by a majority vote of the committee. VOTE ON MOTION TO AMEND: AYE: (27) Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Fordham, Krueger. NAY: (3) Bychinski, Stevens, Netzing: ABSENT: (0) VACANT: (1). District 6

**Motion to amend carried.**

MOTION (Halfen/Lombard) to amend *Rules of the Board IX* opposing moving Emergency Management to Property and Insurance oversight committee and move back to Law Enforcement & Judiciary oversight committee. VOTE ON MOTION TO AMEND: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham, Krueger. NAY: (0). ABSENT: (0) VACANT: (1). District 6. **Motion to amend carried unanimously.**

MOTION (Von Asten/Kriegl) to amend *Rules of the Board IV P*, adding a new rule *IV P (7)*; ~~No supervisor can serve as a member on both Finance and Personnel Committees.~~ VOTE ON MOTION TO AMEND: AYE: (3) Kriegl, Meister, Von Asten. NAY: (27) Smoke, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham, Krueger. ABSENT: (0) VACANT: (1). District 6. **Motion to amend failed.**

MOTION (Tollaksen/Smoke) to amend *Rules of the Board IV P*, adding a new rule *IV P (7)*; ~~No more than one supervisor may serve on both Finance & Personnel Committees~~ VOTE ON MOTION TO AMEND: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham, Krueger. NAY: (1) Detter. ABSENT: (0). VACANT: (1) District 6. **Motion to amend carried.**

MOTION (Kriegl/Von Asten) to *amend Rules of Board Rule III D* by changing language to read: Any subject that comes before the Board without a committee recommendation or resolution may be referred to the appropriate committee by the Chair without motion. Resolutions brought forward by individual supervisors must be presented to all committees having jurisdiction over the proposed matter. ~~Once the committees having jurisdiction over the proposed matter have had a meeting in which the matter could have been agendaized, the matter shall be placed on the county board agenda at the request of an individual board member. Except under emergency conditions as provided in Rule III A., only after at least one committee having jurisdiction over the matter has approved the resolution shall it be in order for the Board to consider the resolution.~~ Discussion in support of, and opposition to, the motion to amend. MOTION (Stehling/Lane) to call the question and end discussion. VOTE ON MOTION TO END DISCUSSION: AYE: (27) Smoke, Meister, Hartje, Lehman, Held, Johnson, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham, Krueger. NAY: (3) Kriegl, Bychinski, Peper. ABSENT: (0). VACANT: (1) District 6. **Motion to end discussion carried.**

VOTE ON MOTION TO AMEND: (Kriegl/Von Asten) to amend Rules of the Board III D. AYE: (8) Smoke, Kriegl, Hartje, Riek, Miller, Von Asten, Halfen, Alexander. NAY: (22) Meister, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Detter, Wenzel, Stehling, Netzing, Fordham, Krueger. ABSENT: (0). VACANT: (1) District 6. **Motion to amend failed.**

MOTION (Nobs/Tollaksen) to call the question and end discussion on the Rules of the Board. VOTE ON MOTION TO END DISCUSSION: AYE: (25) Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Detter, Wenzel, Stehling, Netzing, Fordham. NAY: (5) Smoke, Kriegl, Von Asten, Alexander, Krueger. ABSENT: (0). VACANT: (1) District 6. **Motion to end discussion carried.**

Supervisor Detter requested a correction to *Rule III, C.* to change the acronym of MIS to reference the full name of the department: Management Information Systems. Chair Krueger advised this will be corrected.

VOTE ON ORIGINAL MOTION WITH AMENDMENTS: (Bychinski/Alexander) AYE: (28) Smoke, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham, Krueger. NAY: (2) Kriegl, Von Asten. ABSENT: (0). VACANT: (1) District 6. **Motion to adopt Rules of the Board with amendments carried.**

MOTION (Halfen/Tollaksen). to adopt agenda with changes allowing the appearance of Mr. Matt Meyers, General Manager; Baraboo News Republic to speak prior to the discussion of Resolution 38-2012 Designation of the official newspaper. **Motion carried unanimously.**

**Approval of minutes of previous meeting of March 20, 2012.** MOTION (Ashford/Stehling). **Motion carried unanimously.**

**Designation of official newspaper: Resolution 38-2012 by the Executive & Legislative Committee, Naming Official Sauk County Newspaper.** MOTION (Wenzel/Fordham). Mr. Matt Meyers, General Manager; Baraboo News Republic, spoke to the board regarding Baraboo News Republic coverage; number of subscribers and website availability.

Discussion regarding bids received. VOTE: AYE: (28): Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Detter, Wenzel, Stehling, Netzing, Fordham, Krueger. NAY: (2) Von Asten, Alexander. ABSENT: (0). VACANT: (1) District 6.  
**Motion to name Reedsburg Independent as the Official Sauk County Newspaper carried.**

**Election of Chair and Vice-Chair of the Board of Supervisors:**

**Election of Chair of the Board of Supervisors:**

**Nomination of Candidates for Chair:**

Formal paper ballot nomination for County Board Chair:

Supervisor Fordham

Supervisor Krueger

Supervisor Wenzel

Supervisor Wenzel withdrew. Supervisors Fordham and Krueger addressed the Board regarding their nomination.

**First formal paper ballot vote for Sauk County Board Chair:**

Supervisor Fordham	6
Supervisor Krueger	24

**Chair elected:** Supervisor Krueger.

**Election of Vice-Chair of the Board of Supervisors:**

**Nomination of Candidates for Vice Chair:**

Formal paper ballot nomination for County Board Vice-Chair:

Supervisor Ashford

Supervisor Fordham

Supervisor Kriegl

Supervisor Lehman

Supervisor Riek

Supervisor Wenzel

Supervisors Ashford, Kriegl and Lehman withdrew. Supervisors Fordham, Riek and Wenzel addressed the Board regarding their nomination.

**First formal paper ballot vote for Sauk County Board Vice Chair:**

Supervisor Fordham	16
Supervisor Riek	6
Supervisor Wenzel	8

**Vice-Chair elected:** Supervisor Fordham.

**Election of Three (3) at-large members of the Executive & Legislative Committee:**

**Nomination of Candidates for 1<sup>st</sup> at-large Executive & Legislative Committee Member:**

Formal paper ballot nomination for 1<sup>st</sup> at-large Executive & Legislative Committee member:

Supervisor Alexander  
Supervisor Ashford  
Supervisor Carlson  
Supervisor Halfen  
Supervisor Kriegl  
Supervisor Lane  
Supervisor Lombard  
Supervisor Riek  
Supervisor Stevens  
Supervisor Wenzel

Supervisors Ashford, Kriegl, Lane, and Lombard withdrew. Supervisors Alexander, Carlson, Halfen, Riek, Stevens and Wenzel addressed the Board regarding their nomination.

**First formal paper ballot vote for 1<sup>st</sup> at-large Executive & Legislative Committee member:**

Supervisor Alexander	3
Supervisor Carlson	1
Supervisor Halfen	4
Supervisor Riek	4
Supervisor Stevens	7
Supervisor Wenzel	11

Supervisors Carlson and Riek withdrew.

**Second formal paper ballot vote for 1<sup>st</sup> at-large Executive & Legislative Committee member:**

Supervisor Alexander	3
Supervisor Halfen	6
Supervisor Stevens	7
Supervisor Wenzel	14

Supervisor Alexander withdrew.

**Third formal paper ballot vote for 1<sup>st</sup> at-large Executive & Legislative Committee member:**

Supervisor Halfen	9
Supervisor Stevens	5
Supervisor Wenzel	16

**1<sup>st</sup> at-large Executive & Legislative Committee member elected:** Supervisor Wenzel.

**Nomination of Candidates for 2<sup>nd</sup> at-large Executive & Legislative Committee member:**

Formal paper ballot nomination for 2<sup>nd</sup> at-large Executive & Legislative Committee member:

Supervisor Alexander  
Supervisor Carlson  
Supervisor Halfen  
Supervisor Lane  
Supervisor Meister  
Supervisor Riek  
Supervisor Stevens

Supervisor Meister withdrew. Supervisor Lane addressed the Board regarding his nomination.

**First formal paper ballot vote for 2<sup>nd</sup> at-large Executive & Legislative Committee member:**

Supervisor Alexander	2
Supervisor Carlson	1
Supervisor Halfen	6
Supervisor Lane	5
Supervisor Riek	5
Supervisor Stevens	11

Supervisor Carlson withdrew.

**Second formal paper ballot vote for 2<sup>nd</sup> at-large Executive & Legislative Committee member:**

Supervisor Alexander	2
Supervisor Halfen	5
Supervisor Lane	5
Supervisor Riek	4
Supervisor Stevens	14

Supervisors Alexander and Riek withdrew.

**Third formal paper ballot vote for 2<sup>nd</sup> at-large Executive & Legislative Committee member:**

Supervisor Halfen	9
Supervisor Lane	4
Supervisor Stevens	17

**2<sup>nd</sup> at-large Executive & Legislative Committee member elected:** Supervisor Stevens.

**Nomination of Candidates for 3<sup>rd</sup> at-large Executive & Legislative Committee member:**

Formal paper ballot nomination for 3<sup>rd</sup> at-large Executive & Legislative Committee member:

Supervisor Alexander  
Supervisor Fish  
Supervisor Halfen  
Supervisor Lane  
Supervisor Netzing  
Supervisor Riek  
Supervisor Smoke



Supervisors Fish and Netzinger withdrew. Supervisor Smoke addressed the board regarding her nomination.

**First formal paper ballot vote for 3<sup>rd</sup> at-large Executive & Legislative Committee member:**

Supervisor Alexander	3
Supervisor Halfen	7
Supervisor Lane	11
Supervisor Riek	6
Supervisor Smoke	3

Supervisor Alexander withdrew.

**Second formal paper ballot vote for 3<sup>rd</sup> at-large Executive & Legislative Committee member:**

Supervisor Halfen	9
Supervisor Lane	15
Supervisor Riek	5
Supervisor Smoke	1

Supervisors Smoke and Riek withdrew.

**Third formal paper ballot vote for 3<sup>rd</sup> at-large Executive & Legislative Committee member:**

Supervisor Halfen	12
Supervisor Lane	18

**3<sup>rd</sup> at-large Executive & Legislative Committee member elected:** Supervisor Lane.

Chair Krueger announced that the petition requesting a special meeting of the Board of Supervisors, to be held on April 27 from 8:00 to 4:30 for the purpose of training, was signed by a sufficient number of Supervisors.

**Scheduled appearances:** Jeff Jelinek – Update on Sauk County Natural Hazard Mitigation Plan.

**Public comment.**

- 1.) William Waser, Reedsburg, WI: representation in County Board District # 6.

**Communications:**

- 1) Letter from Steven Bach resigning from the Sauk County Health Care Center Board of Trustees effective immediately pursuant to Rule IV (E) of the Rules of the Sauk County Board of Supervisors.
- 2.) E-mail from Patricia Van Oosten informing Supervisor Krueger she was not able to attend the Board Meeting to receive her certificate of appreciation; and thanked the Board of Supervisors for the opportunity to serve Sauk County.
- 3) E-Mail from Joel Gaalswyk explaining his absence at the Planning, Zoning and Land Records & Intergovernmental meetings due to his health. He truly will miss working with everyone at Sauk County.
- 4) Letter from Wisconsin Department of Transportation inviting the public to an Informational meeting re: a Corridor Preservation Study of US Highway 12 from Ski Hi Road to Wis 19 West.

**Bills & referrals:** None.

**Claims:** None.

**Appointments:** None.

**Unfinished Business:** None.

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

- 1) Rebecca A. DeMars, 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): None.
- 2) Todd Liebman, Corporation Counsel - Ordinance Pertaining To Surveyor (*copy distributed*)
- 3) Kathryn Schauf, Administrative Coordinator
  - a) NACO Prescription Drug Program
  - b) Regionalization of CDBG Funding
  - c) Budget Process.

**Consent Agenda.**

**EXECUTIVE & LEGISLATIVE:**

**Resolution 39-2012 Honoring Robert Sinklair For Years Of Service**

**Resolution 40-2012 Honoring Peter Murray For Years Of Service.**

**Resolution 41-2012 Commending Patricia A. Van Oosten for 19 Years of Service To The People Of Sauk County.**

**Resolution 42-2012 Proclaiming May 1, 2012 Loyalty Day in Sauk County.**

MOTION to approve all consent resolutions: VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham, Krueger. NAY: (0). ABSENT: (0). VACANT: (1) District 6.

**Motion carried unanimously.**

**Resolutions & Ordinances.**

**FINANCE:**

**Resolution 43-2012 Assigning Funds as of December 31, 2011 and Amending the 2012 Budget for These Assignments.** MOTION (Bychinski/Wenzel). VOTE: AYE: (28) Smoke, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham, Krueger. NAY: (2) Kriegl, Von Asten. ABSENT: (0). VACANT: (1) District 6. **Motion carried.**

**HIGHWAY & PARKS:**

**Resolution 44-2012 Authorizing Reimbursement For Attendance At The Wisconsin County Highway Association Summer Highway Conference.** MOTION (Hartje/Meister). VOTE: AYE: (27) Smoke, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham, Krueger. NAY: (3) Kriegl, Von Asten, Halfen. ABSENT: (0). VACANT: (1) District 6. **Motion carried.**

**LAW ENFORCEMENT & JUDICIARY:**

**Resolution 45-2012 A Resolution Adopting The Updated 2011-2015 Sauk County Natural Hazard Mitigation Plan:** MOTION (Halfen/Smoke). AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham, Krueger. NAY: (0). ABSENT: (0). VACANT: (1) District 6. **Motion carried unanimously.**

**PLANNING, ZONING AND LAND RECORDS:**

**Ordinance 6-2012 Petition 4-2012 Approving The Rezoning Of Lands In The Town Of Ironton From An Exclusive Agriculture To A Commercial Zoning District Filed Upon Joseph And Bernice Seep, Applicants And Property Owners.**

MOTION (Lehman/Nobs). VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham, Krueger. NAY: (1) Von Asten. ABSENT: (0). VACANT: (1) District 6. **Motion carried.**

**Ordinance 7-2012 Petition 5-2012 Approving The Rezoning Of Lands In The Town Of Reedsburg From An Agricultural To An Exclusive Agriculture And An Exclusive Agriculture To An Agriculture Zoning District Filed Upon Gary Schultz, Applicant And Property Owner.** MOTION (Ashford/Nobs). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham, Krueger. NAY: (0). ABSENT: (0). VACANT: (1) District 6. **Motion carried unanimously.**

**Ordinance 8-2012 Petition 6-2012 Approving The Rezoning Of Lands In The Town Of Baraboo From A Resource Conservancy 35 To An Agricultural Zoning District Filed Upon Brian Goerks, Applicant And Property Owner.** MOTION (Halfen/Nobs). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham, Krueger. NAY: (0). ABSENT: (0) VACANT: (1) District 6. **Motion carried unanimously.**

**PROPERTY & INSURANCE:**

**Resolution 46-2012 Authorization To Contract With MSA Professional Services For Schematic Design Services.** MOTION (Hartje/Riek). Correction in the second WHEREAS; replace MSA Professional Services with Venture Architects. VOTE: AYE: (25) Smoke, Meister, Hartje, Lehman, Held, Bychinski, Fish, Tollaksen, Lane, Dawson, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham, Krueger. NAY: (5) Kriegl, Johnson, Riek, Miller, Peper. ABSENT: (0) VACANT: (1) District 6. **Motion carried.**

Chair Krueger reminded Supervisors to turn in the *County Officials Workshops May 2012* reservation form; (*on file*), to the County Clerk by April 23, 2012.

MOTION (Dawson/Peper) to adjourn until Tuesday, May 15, 2012 @ 6:00 p.m. **Motion carried unanimously.**

Adjournment: 10:21 p.m.

  
Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: May 15, 2012

**State Of Wisconsin, County of Sauk:** I certify that the above is a true and correct copy of the April 17, 2012 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

*Original documents & audio mp3 recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
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s:/everyone/cty-bd\_min/2012/ctybdMINUTESorganizationalApril172012.doc.  
audio: ctybAUDIO04172012.mp3

**RULES OF THE  
SAUK COUNTY BOARD OF SUPERVISORS**

Proposed for adoption by the Sauk County Board of Supervisors on April 17, 2012

**RULE I. BOARD ORGANIZATION AND MEETINGS.**

A. As provided by statute, the Sauk County Board of Supervisors ("Board") shall organize on the third Tuesday of April in even numbered years and adopt rules and regulations for the ensuing term. Regular and special meetings of the Board shall be held and conducted in accordance with the provisions of Wis. Stat. § 59.11. The Board shall hold an annual meeting on the Tuesday after the second Monday of November in each year for the purpose of transacting business and the adoption of the budget. When the day of the meeting falls on November 11, the meeting shall be held on the next succeeding day.

B. The Chairperson of the County Board ("Chair") and Vice-Chairperson ("Vice-Chair") shall be elected biennially by the Board at the April meeting in even-numbered years. Such officers shall take office upon election.

C. The Board shall meet regularly in the County Board Room on the third Tuesday of each month except as provided in Rule I.A. above. Regular meetings of the full Board shall commence at 6:00 P.M. Any vote to adjourn to a different time or place for convening a regular meeting shall require approval by two-thirds of the members present.

D. The Chair shall preserve order and decorum. The Chair may speak to points of order in preference to other members, and shall recite questions of order subject to an appeal to the Board by any two members, on which appeal no member shall speak more than once, unless by leave of the Board. He or she shall vote on all roll calls, except upon appeals from his or her own decision. The Chair may participate in debate following the same rules as any other supervisor.

E. ~~Members of the Board are expected to dress appropriately for Board and Committee meetings to include long pants or skirts. Dress shirts and blouses are encouraged. The Board aspires to encourage appropriate dress by board members that reflects the professionalism of the Board. Business casual or more formal attire is encouraged.~~

F. ~~All comments, debates and discussions shall be appropriate and to the point of the topic under discussion, and conducted in a manner that is civil, and respectful of all concerned.~~

**RULE II. AGENDA.**

A. The order of business of Board meetings shall be as stated on the agenda for each session. The agenda shall be the responsibility of the Chair with the assistance of the Administrative Coordinator and the County Clerk and be circulated to the Board not less than two days before each meeting.

B. The format for the agenda at the April organizational meeting held in even-numbered years shall be as follows:

1. Call to order.
2. Invocation and pledge of allegiance.
3. Verification of credentials and roll call.
4. Administration of oath of office.
5. Adoption of Rules of the Board.
6. Adoption of agenda.
7. Approval of the minutes of the previous meeting.

8. Designation of official newspaper.
9. Election of a Chair and Vice-Chair.
10. Election of at-large members of Executive & Legislative Committee.  
(Proceed in accordance with regular meeting agenda, see II.C. 6. through 15.)

C. Regular Meeting Agenda.

1. Call to order.
2. Roll call.
3. Invocation and pledge of allegiance.
4. Adoption of agenda.
5. Approval of the minutes of previous meeting.
6. Scheduled appearances included on the agenda.
7. Public comment with each speaker limited to no more than three minutes.
8. Communications.
9. Appointments, bills, referrals, claims, and elections.
10. Proclamations.
11. Unfinished business.
12. Reports (Informational - no action required).
13. General consent agenda items.
14. New business.
15. Adjournment.

**RULE III. RESOLUTIONS AND ORDINANCES.**

A. In order to provide advance notice to the Board, all items to be included on the agenda shall be submitted to the Office of the Administrative Coordinator by the Tuesday preceding the meeting, and any item substantially affecting matters within the jurisdiction of a standing committee of the Board shall first be reviewed by the appropriate committee prior to its presentation to the Board, except under emergency conditions so declared and approved by a majority vote of the Board; any person seeking to have an item presented for possible action on an emergency basis shall be responsible to have the Chair authorize compliance with the Open Meetings Law in a timely fashion.

B. Items may be included on the general consent portion of the agenda provided the matter was unanimously adopted by the sponsoring committee and the matter under consideration has no financial or public policy impact and is of a non-controversial nature. No ordinance shall be included in the general consent portion of the agenda. When the general consent portion of the agenda is placed before the Board for consideration, the Chair shall ask if any member of the Board objects to any item being considered by general consent. Any item placed on the general consent portion of the agenda may be placed under the new business portion of the agenda, and considered separately, upon the request of any supervisor, and without a motion and second, provided such request is made prior to a vote on the general consent portion of the agenda by the Board. If there is no objection to any item, the Chair will request a motion to approve the general consent portion of the agenda, and the regular procedures for adoption of a resolution shall apply to the general consent portion of the agenda. All the resolutions considered by general consent shall be adopted by the vote on that portion of the agenda.

C. It shall be the responsibility of the sponsoring committee or supervisor to have the matter prepared in the form to be acted on and to have a fiscal note attached. All resolutions involving the expenditure or receipt of funds shall carry a fiscal note using a form approved by the Finance Committee which details the resolution's impact upon County finances. A resolution which does not have attached a fiscal note approved and initialed by the County Controller shall not be considered by the Board until such a note is provided. All resolutions shall contain an MIS note. All resolutions shall be reviewed by the Corporation Counsel and approved as to form prior to inclusion in the agenda.

D. Any subject that comes before the Board without a committee recommendation or resolution may be referred to the appropriate committee by the Chair without motion. Resolutions brought forward by individual supervisors must be presented to all committees having jurisdiction over the proposed matter. Except under emergency conditions as provided in Rule III. A., only after at least one committee having jurisdiction over the matter has approved the resolution shall it be in order for the Board to consider the resolution.

#### **RULE IV. ORGANIZATION.**

A. In addition to presiding at meetings, the supervisor elected Chair by the Board, pursuant to Rule I.B., shall upon election, assume all the responsibilities and perform all duties required of the Chair, until the Board elects a successor

B. In case of the absence or inability of the Chair for any meeting, the Vice-Chair shall perform the duties of the Chair. In case of the absence or inability of both the Chair and Vice-Chair for any meeting, the members shall choose a temporary Chair by a majority vote of the members present. In the case of the permanent absence or inability of the Chair, the Vice-Chair shall become Chair, and a new Vice-Chair shall be elected by the Board.

C. The Chair is authorized to attend meetings and conferences on matters related to county government and may direct the attendance of the Vice-Chair or some other members of the Board, either in place of the Chair, or along with the Chair, however per diem shall not be payable unless authorized in accordance with Rule V.A. The Chair shall serve as the County's voting delegate at the Annual Convention of the Wisconsin Counties Association. The Chair shall serve on the following: Madison Area Technical College Appointment Board, Western Wisconsin Technical College District Board, and WIRED Leadership Caucus.

D. If a vacancy occurs on the Board, the Chair is authorized to appoint a qualified elector of the supervisory district wherein the vacancy occurs to fill the unexpired term. Such appointment shall be subject to approval of the Board at the next regular Board meeting following appointment by the Chair. A supervisor filling a vacancy shall automatically be assigned to the same committees as his or her predecessor in office with the exception of a member of the Executive & Legislative Committee which shall be elected by the Board.

E. Supervisors appointed to special committees, boards, and commissions (~~as described in Rule IX. B.)~~ shall serve on those bodies only so long as they remain members of the Board ~~regardless of the term of office specified by the rules governing the special committee, board, or commission unless a state statute or county ordinance provides otherwise.~~ At the point in time that a supervisor is no longer a member of the Board, the position on the special committee, board, or commission shall be deemed vacant, and the Chair shall appoint a new individual, who must be a member of the Board, to fill the unexpired term on the body. A former supervisor may only fill a citizen member position on a special committee, board or commission if the former supervisor's continued service will result in no diminution of representation on the body by members of the Board.

F. The Administrative Coordinator shall attend Board meetings.

G. The Corporation Counsel shall attend Board meetings and serve as parliamentarian and legal advisor to the Board.

H. A minimum of one day of education for members of the Board shall be set by the Chair, said day of education to be held every two years. The Chair may set additional days of education for Board members.

I. The Board may choose to have a special meeting of the Board ~~shall be held~~ prior to April of odd-numbered years for the purpose of planning, and the Board ~~shall~~ may adopt a two-year plan for the purpose of establishing goals and objectives for the Board through the ensuing two-year Board term. It is understood that the two-year plan is simply a planning document and has no power to bind the actions of the Board or individual supervisors.

J. Supervisors are required by law to sign or indicate their vote on any question presented to the Board, except ~~in an election~~ when voting for the officers of the Board or other governing body. When written ballots are used, supervisors shall indicate their vote by placing their district number on the reverse side of the ballot. In any election by the Board, the first ballot shall be the nominating ballot, to be followed by succeeding formal ballots until a majority vote of the members present elects. Only persons named on a nominating ballot shall be considered during a formal ballot, and any ballot cast in violation of this rule shall be considered void.

K. The standing committees shall be appointed by the Chairperson, in consultation with the Executive & Legislative Committee, subject to the approval of the Board. Committee appointments shall be presented for approval at the next meeting of the Board following the date of organization. The Executive & Legislative Committee shall meet at the call of the Chairperson as soon as practical after the organizational meeting to consult on committee appointments. After consultation, the new, tentative committees appointed by the Chairperson shall serve prior to approval by the Board during the period between the organizational meeting and the regular meeting in May, where consideration by the Board shall take place.

L. A chair, vice-chair and secretary for each committee shall be selected by each committee's membership.

M. If the position of chair on a committee becomes vacant, the vice-chair becomes chair and an election shall be held to fill the position of vice-chair and any other subsequent vacancies.

N. Removal of a supervisor from a committee. A supervisor may only be removed from a committee by the County Board Chairperson with the approval of the County Board by a two-thirds vote of the Board members present.

O. Resignation by supervisor from a committee. If a supervisor wishes to resign from a committee, permission must be requested from the Board. Permission of the Board can be given through unanimous consent or a motion that is debatable and amendable. Once the request is granted, the vacancy is handled as any other vacancy.

P. Matters Pertaining to Standing Committees of the Board:

1. A supervisor shall serve as a committee member until the first Board meeting following the spring election.

2. Whenever two or more committees meet jointly, a quorum of each committee participating in the joint meeting is required. A supervisor who serves on two or more of the committees may be counted toward a quorum of more than one of the committees meeting jointly. The joint committees shall vote to select one chair of one of the participating committees to serve as chair of the joint meeting.

3. Supervisors are expected to attend the committee meetings of the committees to which they are assigned. When a supervisor cannot attend a meeting, it is the responsibility of the supervisor to request excusal from the chair of the committee.



4. A County Board member attending a committee meeting of a committee on which they do not serve, may request to speak at that meeting provided the matter to be addressed is a matter that is on that committee's properly posted agenda. If enough supervisors who are not on that committee attend so as to constitute an unnoticed quorum of the County Board or any other committee, board, or commission of the County, the non-committee members attending are not permitted to address the committee at that meeting because to do so would violate the Open Meetings Law. The decision to allow the supervisor to speak is within the discretion of the chair of the committee. The chair's decision may be overruled by a majority vote of the committee.

5. A County Board member may be excluded from a closed session of a committee of the Board by a majority vote of the committee if the closed session directly concerns the county board member, a relative of the county board member, or someone maintaining a confidential relationship with the county board member. For purposes of this rule, the term "relative" includes aunt, brother, child, daughter-in-law, father-in-law, first cousin, foster child, grandparent, mother-in-law, nephew, niece, parent, sister, son-in-law, spouse or person in a marriage-like relationship, stepbrother, stepchild, stepparent, stepsister, or uncle. The term "confidential relationship" includes professional relationships, such as those between attorney and client, medical provider and patient, or religious counselor and petitioner; personal relationships, such as those in which there is a long personal friendship and mutual trust between the parties; and legal relationships, such as those where the member is an employee, official, or officer of an adverse party in a legal matter. This rule is not meant to restrict any other power that the Board may have with respect to exclusion of members or personal decisions by individuals to excuse him or herself for ethical reasons.

6. Each committee shall, at its first meeting following the organizational meeting of the Board, select those officers required by Rule IV.M. and it shall thereafter be the responsibility of said officers to ensure that accurate, written minutes are made of each meeting of the committee and submitted to the County Clerk for filing. The presiding officer at any meeting shall ensure compliance with the Open Meetings Law.

Q. Special committees, boards, special appointments and commissions shall be selected or appointed by the Chair with the approval of the Board. These committees, boards and commissions shall select their own chair. The Chair shall notify the supervisors of proposed appointments by United States Mail no later than the Wednesday afternoon prior to the scheduled meeting of the Board at which the appointments will be voted upon. If an appointment is to be considered at a special meeting of the Board, the Chair shall provide notice by United States Mail no later than six days prior to the date of the special meeting.

R. As far as practicable and with prior chair approval, standing and special committee members may participate in committee meetings via telephonic conferencing, however those members appearing by phone for meetings that take place within Sauk County will not count toward quorum, may not vote, and shall not receive per diem compensation. At no time shall more than one committee member be participating by telephone. Upon prior approval by the Executive and Legislative Committee, committee members may count toward quorum, may vote and are eligible to receive per diem compensation for telephonic meetings where the committee meeting is convened outside of Sauk County.

## RULE V. COMPENSATION.

A. Supervisors shall be authorized up to a maximum of 90 days' compensation (at a per diem rate of \$60.00 for each day of attendance when the Board is in session and meetings, and \$50.00 for other authorized service including committee meetings), plus mileage and reimbursement of authorized expenses, for committee work when attending committee meetings of which they are members, or as chair of a committee (or their designee) when attending a committee meeting of which they are not a member for the purpose of providing testimony on an issue. ~~Authorized service includes service required by ordinance or resolution.~~ The maximum limits established for committee work shall be in addition to the per diems and mileage supervisors are entitled to receive for attendance at meetings of the Board and ~~exclusive of per diems paid by non-county boards or commissions where the payment of the per diem or mileage is not made from County funds.~~

B. As provided by Wis. Stat. § 59.13(2), no supervisor shall be allowed pay for committee service while the Board is in session, but the Board may authorize payment of per diem, mileage and reimbursement for other expenses for attendance at any school, institute or meeting which the Board directs them to attend. Each standing committee is specifically authorized to send up to two (2) members to up to two (2) conventions (including conferences and other trainings) per ~~County fiscal~~ year. The convention cannot exceed three (3) days or be farther than three hundred (300) miles. All other requests require approval by a majority of the Board. Wis. Stat. § 59.13(2).

C. Any increase in the number of days of committee work for which supervisors may be paid compensation and mileage in any year shall require approval by two-thirds vote of the members of the Board present, prior to payment. In addition to the above, the Chair shall receive compensation for performance of the duties of that office. The Chair is authorized to act as a member of all committees in an *ex officio* capacity, and per diem shall be paid under this rule for attendance at all committee meetings attended by the Chair.

D. The supervisor elected Chair shall be entitled to receive the compensation provided for the part-time position of Chair consisting of a salary of \$400.00 per month in addition to any other per diem and mileage entitlement available to other supervisors in accordance with Rule V.A., as provided by Sauk Co. Code § 35.03.

## RULE VI. PROCEDURE.

A. After the County Clerk has read a proposed resolution or ordinance, ~~and the resolution or ordinance is properly on the floor,~~ the Chair shall call upon ~~the maker of the motion who may defer to the~~ chair of the appropriate committee, or an appropriate County staff person, for any statement or explanation. All resolutions and ordinances which have been made available to supervisors shall be read by title and resolve or ordained clause only, unless otherwise required. The Board may vote to dispense with the reading of a particular resolve or ordained clause if said clause is particularly voluminous and the resolution or ordinance has been included in written form within the agenda and provided to supervisors in advance. Legal descriptions need not be read, provided the resolution or ordinance has been provided within the agenda and provided to supervisors in advance.

B. In presenting business or debate, members shall address the Chair, be recognized, and when in order, proceed without any interruption. Any person, not a Board member, may address the Board for a period of time not to exceed three minutes during the public comment period indicated on the agenda. A request to speak at any other time by any person, not a Board member, must be approved by two-thirds vote of supervisors present. The Chair may authorize the appearance of a person not a member of the Board if the appearance is included in the agenda. In all cases, personalities shall be avoided and

propriety observed. In case more than one member shall seek recognition to address the Board, the Chair shall decide who has precedence.

C. Any member wishing to speak to a question shall be permitted to do so at least once, and a motion for the previous question shall not be in order until every member has had such opportunity. No member may speak twice on any question until every member choosing to speak has spoken; nor shall any member, or other person, speak more than three minutes upon being recognized on a question.

D. All members present in the assembly hall when the question is put shall be required to vote unless the Chair, for appropriate reasons, shall excuse any member. All motions to excuse a member from voting shall be made before the Board divides, or before a call of ayes or nays is commenced, and the question shall then be taken without further debate. A member of the Board who has a conflict of interest pursuant to Wis. Stat. § 19.59 or Sauk Co. Code Ch. 36, Code of Ethics, shall, prior to the commencement of discussion or consideration of the matter, declare same and request to be excused by the Chair from the Board Room during discussion, consideration and voting on said matter. The Chair shall be excused by the Vice-Chair, for appropriate reasons.

E. Every motion shall be reduced to writing if called for by the Chair or any member of the Board. After motion is made and stated by the Chair, it shall be deemed to be in the possession of the Board, but may be withdrawn at any time before decision or amendment.

F. In every instance, a motion to adjourn, to lay on the table, for previous question and for limited debate shall be decided without discussion.

G. These rules may be suspended or amended by a two-thirds vote of all members present. Robert's Rules of Order Newly Revised, 2000 (10th) 2010 (11th) Edition, shall govern the proceedings of the Board in all cases to which they are applicable and in which they are not inconsistent with these Rules or the laws of the State of Wisconsin.

H. All votes on resolutions or ordinances shall be recorded roll call votes. If the electronic voting system is not operational, the Board may, by a two-thirds vote, approve voice voting on any resolution which does not otherwise require a roll call or supermajority vote by law.

I. Any budget alterations shall require authorization by two-thirds of the membership of the Board, except that the Finance Committee may authorize transfers of funds between budgeted items of an individual office, department or activity which have been separately appropriated by the Board in its budget, in accordance with Wis. Stat. § 65.90(5).

J. When a motion has been made and carried in the affirmative or negative, it shall be in order for any member of the majority to move for reconsideration thereof on the same or succeeding day, but in no case at a subsequent meeting of the Board. Such motion shall take precedence over all other questions except a motion to adjourn.

## **RULE VII. FINANCIAL POLICY.**

A. The Chair and the County Clerk shall issue County orders in favor of the several County offices for their respective salaries and for all bills allowed and appropriations made by this Board.

B. All members of the Board who are to be reimbursed for committee work shall submit vouchers to the County Clerk on a monthly basis, to be placed on file with other current claims or accounts to be authorized for payment at regular Finance Committee meetings. Per diem and mileage paid

Board members through any calendar year shall be compiled in the Accounting Department and approved by the Board prior to annual publication in March of the following year.

C. No current claim or account to be paid from funds previously appropriated for any item by the Board in the Budget shall be allowed, nor order passed whereby any money is paid out or expended, until said claim or account has been referred to the appropriate department committee and report made thereof as directed by said committee. Individual expenditures exceeding \$10,000 shall be specifically approved by the Board except as otherwise provided by ordinance or statute.

D. All claims or accounts for disbursements made by any County official must be itemized and contain sufficient information to identify proper budget authorization.

E. The Administrative Coordinator, with the assistance of the County Controller, shall keep the Board informed of the financial condition of the County and shall submit complete quarterly financial statements to the Board.

F. No claim by any County officer or employee for payment of costs or reimbursement of expenses shall be paid in connection with attendance at or travel to any convention, conference, seminar, training session, symposium, etc., which is held at a location greater than 300 miles from the county seat unless the particular department's oversight committee, and both the Personnel and Finance Committees, have first specifically authorized such attendance.

#### **RULE VIII. OPEN MEETINGS.**

A. It is declared to be the policy of Sauk County that the public is entitled to the fullest and most complete information regarding the affairs of County government as is compatible with the conduct of County affairs and the transaction of County business. Wis. Stat. §§ 19.80 to 19.98 are to be complied with by all members at all meetings of public nature. The Board and its committees shall "sit with open doors," and timely notification of all public meetings, time, date, place and subject matter shall be given, including the specifics for any contemplated closed session.

B. No public notice is required for a meeting of a sub-unit which may be held during a recess of, or immediately following, a meeting of the parent group, provided the Chair has publicly announced in advance at that meeting the time, place and subject matter of the sub-unit meeting.

#### **RULE IX. ~~STANDING AND OTHER~~ COMMITTEES OF THE BOARD.**

~~A. The Standing Committees of the Board shall be:~~

##### **STANDING COMMITTEES OF THE BOARD:**

##### **AGING & DISABILITY RESOURCE CENTER COMMITTEE**

~~The Sauk County Aging and Disability Resource Center (ADRC) is to provide~~  
Responsible for providing services to the general public with respect to matters related to aging and disability and to improve the life of those with aging and disability related issues. Responsible for providing services to veterans pursuant to Wis. Stat. Ch. 45. This committee will serve as the official statutory Commission on Aging pursuant to Wis. Stat. § 46.82(4) and shall be advised by the Aging, and Disability Advisory Committee. Responsible for policy direction and oversight for the following departments: Veterans Service Officer and Aging and Disability Resource Center. Sauk Co. Code Ch. 16.

**Members: 5.**

#### CHAIRPERSONS ADVISORY COMMITTEE

The Chairpersons Advisory Committee shall meet at the call of the Chair when he or she deems appropriate. Supervisor members consisting of all the chairs of the standing committees.

#### CONSERVATION, PLANNING & ZONING COMMITTEE

Responsible for policy direction for County planning, land use regulations, surveying, remonumentation, mapping and uniform rural building identification system, land records modernization activities. Serves as the County Zoning Agency pursuant to Wis. Stat. § 59.69. Responsible for natural resource management, resource conservation and environmental protection including soils, water, forestry and wildlife resources through participation in various federal, state and local programs. Responsible for developing sustainable practices within County operations and serving in an advisory capacity regarding "green technologies." Oversees operation of farmland located at the original Sauk County Health Care Center and environmental obligations associated with the closed Sauk County landfill. Serves as the Farmland Preservation Review Committee. Responsible for policy direction and oversight for the following department: Conservation, Planning & Zoning Department. Members: 7, 1 Citizen who meets the requirements of Wis. Stat. § 92.06(1)(b)(2), 6 Supervisors, 2 members must also be members of the UW Extension, Arts & Culture Committee. Pursuant to Wis. Stat. § 92.06(1)(b)(2), the chair of the Sauk County Farm Services Agency Committee or designee shall be a member of the Committee but shall refrain from discussion and voting on any matter where the Committee is acting as the County Zoning Agency. Pursuant to Wis. Stat. § 92.06(1)(b)1, two members of the committee shall also be members of the UW Extension, Arts & Culture Committee. Members of this committee shall serve on the lake protection districts. Provides policy direction and oversight to the following departments: Conservation, Planning & Zoning; County Surveyor; Land Information Officer; Register of Deeds; and Mapping.

#### CONTINUUM OF CARE DEVELOPMENT COMMITTEE

Responsible for developing continuum of long term care services for the elderly and disabled populations, and coordinated efforts for countywide human service needs. Membership is contingent upon the issue(s) being addressed and will be determined by Board resolution. Members: 7;

#### ECONOMIC DEVELOPMENT COMMITTEE

Responsible for coordination of County economic development initiatives with County Planners and Sauk County Development Corporation. Involved in strategic resource planning initiatives. Reviews matters which affect growth and development of Sauk County, and economic development of communications network. Responsible for County coordinated transportation, including overseeing the Tri-County Airport Commission, municipal airports, Pink Lady Rail Transit Commission and Wisconsin River Rail Transit Commission. Responsible for the study, review and recommendation regarding freight, passenger and commuter rail development, intercity and commuter bus services and development, and the provision and coordination of rural and commuter transit services. Comprised of members from: Property and Resource Insurance Committee; Planning, Zoning & Land Records Conservation, Planning & Zoning Committee; UW Extension, Arts, & Culture Committee; and Highway Committee; and Land Conservation Committee. Transit is governed by Wis. Stat. § 59.58 (2009). Members: 7. The County Board Chairperson is the chair of the Economic Development Committee.

#### **EXECUTIVE & LEGISLATIVE COMMITTEE**

Responsible for proposing amendments and monitoring the operation of Rules of the Board; responsible for the conduct of all intergovernmental relations and affairs; monitors State legislative and administrative activity affecting Sauk County; proposes legislation or action on pending legislation affecting Sauk County; considers matters not specifically assigned to other committees. Responsible for the overall information technology requirements for all departments and agencies of Sauk County. Provides overall planning and long range forecasting for the information systems needs of Sauk County. Responsible for policy direction and oversight to the following departments: Administrative Coordinator, Corporation Counsel, County Clerk, Management Information Systems. The Executive & Legislative Committee shall be composed of the Chair and Vice-Chair of the Board, and three (3) additional members to be elected at large by the Board pursuant to Rule II.B.10., above. The Chair and Vice-Chair of the Board shall serve in the same roles on the Executive & Legislative Committee, and the County Clerk shall serve as secretary to this committee. The Administrative Coordinator, Corporation Counsel, and County Clerk shall serve as *ex officio* members of this committee without voting privileges. **Members: 5.**

#### **FINANCE COMMITTEE**

Responsible for financial policy initiation and review of all County fiscal matters, including development of annual County operating budget. Reviews County investment and banking policies; reviews and approves for payment monthly reports of bills from the Accounting Department; manages County general fund and contingency fund; reviews per diem and mileage for all committees, commissions, boards or councils; recommends approval of County audit report; receives all special gifts and grants made in favor of the County. Meets jointly with Personnel Committee to address strategic resource personnel planning. Provides policy direction and oversight to following departments: Accounting and County Treasurer. **Members: 5.**

#### **HEALTH CARE CENTER BOARD OF TRUSTEES**

Responsible for policy direction and oversight of the Sauk County Health Care Center pursuant to Wis. Stat. § 46.18 and Sauk Co. Code Ch. 46. When a supervisor member shall no longer be a member of the Board of Supervisors, that member shall complete the term of office to which they were appointed. However, the next vacancy on the Board of Trustees shall be filled so as to maintain the balance of four supervisor and three citizen members. The chair and vice-chair of the Health Care Center Board of Trustees also serve as chair and vice-chair of the Board of Directors of the Health Care Center Foundation. **Members: 7; 3 citizen, 4 supervisors.**

#### **HIGHWAY & PARKS COMMITTEE**

~~Per Pursuant to~~ Wis. Stat. § 83.015(1) (c) (2009), this Committee is designated the County Highway Committee and each member is appointed and vacancies filled pursuant to the procedures contained in these Rules. The Committee shall have five (5) members composed of Sauk County Supervisors who shall serve for the same term as supervisors appointed to standing committees of the Board. Responsible for policy direction in design, construction and maintenance of all County roads; expenditure of highway maintenance funds received from the state or County. Provides policy direction and oversight to the Highway Department. Establishes policies relating to planning, acquisition, development and maintenance of County owned park and recreation sites. Responsible for the development and implementation of the Sauk County Outdoor Recreation Plan. Responsible for policy direction and oversight for the following

departments: Highway Department and Parks Department. Wis. Stat. § 83.015 (2009).  
Members: 5.

#### HUMAN SERVICES BOARD

Responsible for policy direction and oversight for Human Services Department pursuant to Wis. Stat. chs. 46 and 51 and Wis. Stat. § 59.53 to oversee social services and community programs. Further authority is found in Sauk Co. Code Ch. 2. Members: 9; 3 citizen, 6 supervisors.

#### LAW ENFORCEMENT & JUDICIARY COMMITTEE

Responsible for exploration of justice alternatives. Provides policy direction and oversight on behalf of the Board to the following departments: District Attorney, Coroner, Clerk of Courts, Court Commissioner, Register in Probate, Child Support, and Circuit Court Judges, Sheriff, Emergency Management, and the Animal Shelter.  
Members: 5.

#### PERSONNEL COMMITTEE

Responsible for policy jurisdiction over all County personnel matters including: recruitment and selection; collective bargaining and contract administration; employee relations; salary administration for all appointed and elected personnel; classification systems; employee training; fringe benefits; and reviews all new position requests and vacant positions. Meets jointly with Finance Committee to address strategic resource personnel planning. Provides policy direction and oversight to the Personnel Department.  
Members: 5.

#### PROPERTY AND INSURANCE COMMITTEE

Provides policy direction with regard to matters involving County property. Handles all matters relating to the acquisition of real property, construction, building improvements, repair or maintenance not specifically delegated to other committees. Responsible for planning and implementation of space use in County buildings. Oversees the appraisal and sale of tax delinquent County property by the County Treasurer and reviews the disposition of, or the granting of easements on, County real property. Responsible for the physical management requirements associated with the closed Sauk County Landfill. Approves the use of County owned property by non-County groups when such property is not under the direct purview of another committee. Oversees the County's safety program and safety training. Provides for all property, liability, and worker's compensation insurance needs for the County. Provides oversight to the Building Services Department and Risk/Safety Manager Emergency Management, Buildings & Safety Department. Members: 5.

#### PUBLIC HEALTH BOARD

Responsible for policy direction and oversight of Public Health Department pursuant to Wis. Stat. Chs. 250 through 255 relating to public and environmental health matters. Sauk Co. Code Ch. 3. Serves as the Home Health professional advisory group. Mandatory per Wis. Admin. Code § DHS 133.05, assigned to Board of Health.  
Members: 7; 3 Citizens, 4 Supervisors.

#### PUBLIC HEALTH AND HUMAN SERVICES BOARD

Responsible for policy direction and oversight for Human Services Department pursuant to Wis. Stat. Chs. 46 and 51 and Wis. Stat. § 59.53 to oversee social services and community programs. Responsible for policy direction and oversight for the Public Health Department pursuant to Wis. Stat. Ch. 250 through 255 and Sauk Co. Code Ch. 3, responsible for policy direction and oversight of public and environmental health matters.

Serves as the Home Health professional advisory group. **Members: 9; 3 citizen, 6 supervisors.**

**UW EXTENSION, ARTS & CULTURE COMMITTEE**

As the Agriculture, Extension and Education Committee, jointly responsible with the UW-Extension Southern District Director for oversight of UW-Extension educational programming in agriculture, community, natural resources and economic development, family living, 4-H and youth development, horticulture, and County tourism and promotion activities on behalf of the Board. Responsible for policy direction and oversight regarding arts, humanities, culture and historic preservation projects, and County tourism and promotion activities on behalf of the Board. Serves as the Landmarks Commission in compliance with Sauk Co. Code Ch. 38 ~~and Wis. Stats. §§ 59.56 and 59.69(4m).~~ Authority is granted via Wis. Stats. §§ 59.56 and 59.69(4m) (2009). Responsible for oversight of the following departments: jointly responsible with the UW-Extension Southern District Director for UW-Extension Office. Wis. Stat. §59.56(3)(b) **Members: 5 Supervisors; 1 citizen may be appointed who shall be a public school administrator in the County. 2 members must also be members of the Conservation, Planning & Zoning Committee**

*s:\ccounsel\01\Rules of the Board\2012 Revisions\01revisionsfinaldraft12.doc*



RESOLUTION # 38-2012  
Naming the Official Sauk County Newspaper

WHEREAS, traditionally one of the first orders of business at the organizational session of the Sauk County Board of Supervisors has been the naming of an "Official Sauk County Newspaper"; and

WHEREAS, during the course of day-to-day operations various Sauk County departments are required by Statute to complete numerous publications concerning public hearings, open meeting notices, election notices, RFP's, etc.; and,

WHEREAS, the County Clerk solicited bids from qualified papers requesting verification of the most recent state certification ("Certification of Legal Notice Rates for Newspapers" as required to be filed with the County Clerk pursuant to Wisconsin State Statutes, Section 985.03(2)), information on paid circulation, and cost for publication; and,

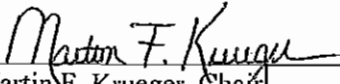
Publisher	Publication	Pd circ	Date of publication	Cost
News Publishing	Reedsburg Independent	3,336	Th	21.44
	Sauk Prairie Star	1,749	Th	included
	Spring Green Home News	2,150	W	included
Capital Newspapers	Baraboo News Republic	3,983	M, Tu, W, Th, F, Sa	22.64
	Sauk Prairie Eagle	1,868	W	22.24
	Reedsburg Times Press	904	W, Sa	26.3 (9pt)

WHEREAS, your Executive and Legislative Committee, in consultation with the Administrative Coordinator, Corporation Counsel, and County Clerk have reviewed the options available for naming a County newspaper and recommend the Reedsburg Independent as the Official Sauk County newspaper,

NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the *Reedsburg Independent*, Reedsburg, Wisconsin be named as the official County newspaper effective April, 2012 - April, 2014.

For consideration by the Sauk County Board of Supervisors on April 17, 2012.

EXECUTIVE AND LEGISLATIVE COMMITTEE:

  
Martin F. Krueger, Chair

\_\_\_\_\_  
Joan Fordham, Vice-Chair

\_\_\_\_\_  
Steven Bach

\_\_\_\_\_  
Scott Alexander

\_\_\_\_\_  
William F. Wenzel

Fiscal Note: No direct impact. Funds for publication costs are included in individual department budgets as a separate line item. *KAS*  
MIS Note: No direct impact.

RESOLUTION NO. 39 - 12

RESOLUTION HONORING ROBERT SINKLAIR

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, Robert Sinklair has faithfully served as a member of the Sauk County Board of Supervisors since April 2004; and,

WHEREAS, Robert Sinklair will complete his term of service as a member of the Sauk County Board of Supervisors on April 16, 2012.

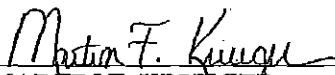
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends Robert Sinklair for 8 years of faithful service to the people of Sauk County; and,

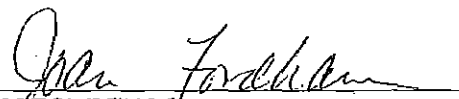
BE IT FURTHER RESOLVED, that the Chair of the Sauk County Board of Supervisors is hereby directed to present to Robert Sinklair an appropriate certificate of commendation as a token of our esteem.

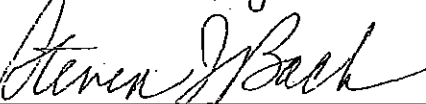
For consideration by the Sauk County Board of Supervisors on April 17, 2012.


Respectfully submitted,

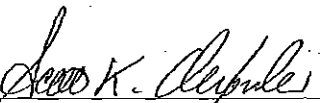
EXECUTIVE AND LEGISLATIVE COMMITTEE

  
MARTIN F. KRUEGER

  
JOAN FORDHAM

  
STEVEN BACH

  
WILLIAM F. WENZEL

  
SCOTT KEVIN ALEXANDER

Fiscal Note: No impact. *KAS*

MIS Note: No impact.

RESOLUTION NO. 40 - 12

RESOLUTION HONORING PETER MURRAY

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, Peter Murray has faithfully served as a member of the Sauk County Board of Supervisors since April 2010; and,

WHEREAS, Peter Murray will complete his term of service as a member of the Sauk County Board of Supervisors on April 16, 2012.

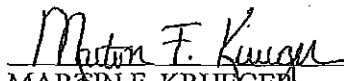
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends Peter Murray for 2 years of faithful service to the people of Sauk County; and,

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

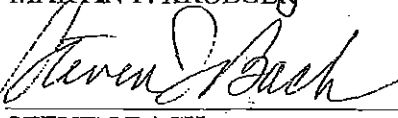
For consideration by the Sauk County Board of Supervisors on April 17, 2012.

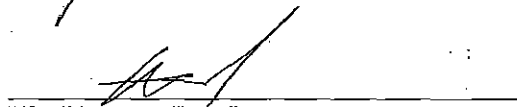
Respectfully submitted,


EXECUTIVE AND LEGISLATIVE COMMITTEE


  
MARTIN F. KRUEGER

  
JOAN FORDHAM

  
STEVEN BACH

  
WILLIAM F. WENZEL

  
SCOTT KEVIN ALEXANDER

Fiscal Note: No impact. 

MIS Note: No impact.

RESOLUTION # 41 -12  
Commending Patricia A. Van Oosten For 19 Years of Service  
To The People Of Sauk County

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

**WHEREAS**, Patricia A. Van Oosten faithfully served the people of Sauk County as an employee since February, 1993; and

**WHEREAS**, Patricia A. Van Oosten will be leaving the service of the Sauk County Clerk's Office as of March 30, 2012;

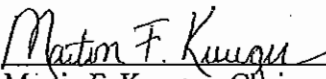
**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends Patricia A. Van Oosten for nineteen years of faithful service to the people of Sauk County; and

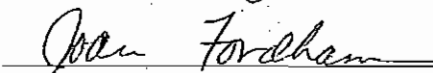
**BE IT FURTHER RESOLVED**, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present to Patricia A. Van Oosten an appropriate symbol of our appreciation for service to the people of Sauk County.

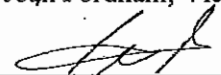
For consideration by the Sauk County Board of Supervisors on April 17, 2012.

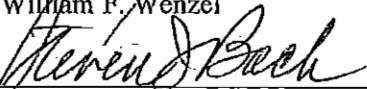
Respectfully submitted:

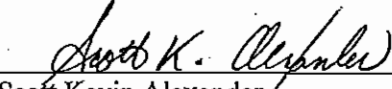
**EXECUTIVE AND LEGISLATIVE COMMITTEE:**


  
Martin F. Krueger, Chair

  
Joan Fordham, Vice-Chair

  
William F. Wenzel

  
Steven Bach

  
Scott Kevin Alexander

Fiscal & MIS Note: No impact. 

RESOLUTION No. 42 - 12

PROCLAIMING MAY 1, 2012 LOYALTY DAY IN SAUK COUNTY

WHEREAS, when our Nation's Founders adopted the Declaration of Independence, they pledged to build a government that represented America's highest ideals, a Union that secured its people's sacred rights by "deriving [its] just powers from the consent of the governed." From the Revolutionary War to the formation of our young country, our Founders' commitment to this principle never wavered. In the fall of 1787, America launched its improbable experiment in democracy, embedding in our Constitution the core values of liberty, equality, and justice for all; and,

WHEREAS, through-out our proud history, Americans motivated by loyalty and fidelity to these principles have worked to perfect our Union. Our Constitution grants Americans unprecedented freedoms and opportunities. We are free to speak our minds, worship as we please, choose our leaders, and criticize them when we disagree. The liberties enshrined in our founding documents define us as a people and a Nation, ensuring that every American with the drive to work hard and play by the rules has the chance to build a better life for their children and grandchildren; and,

WHEREAS, for over two centuries, Americans have looked with pride and devotion on a Nation that reflects its people's highest moral aspirations. On this day, we celebrate our brave men and women in uniform and honor those who gave their lives to keep our country safe and free. We also reflect on the contributions of patriotic civilians united by an understanding that citizenship is not just a collection of rights, but also a set of responsibilities; and,

WHEREAS, the ideals upheld by our forebears have stirred the resolute devotion of the American people and inspired hope in the hearts of people from across the globe. With trust in a future that keeps faith with our history, we remain true to the promise of America and the spirit that unites us all; and,

WHEREAS, in order to recognize the American spirit of loyalty and the sacrifices that so many have made for our Nation, the Congress, by Public Law 85-529 as amended, has designated May 1 of each year as "Loyalty Day." On this day, let us reaffirm our allegiance to the United States of America, our Constitution, and our founding values.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby authorizes May 1, 2012 as Loyalty Day in Sauk County; and,

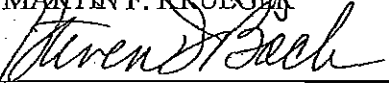
BE IT FURTHER RESOLVED, that this Loyalty Day, the Board of Supervisors calls upon the people of Sauk County to join in support of this national observance, whether by displaying the flag of the United States or pledging allegiance to the Republic for which it stands.

For consideration by the Sauk County Board of Supervisors on April 17, 2012.


Respectfully submitted:

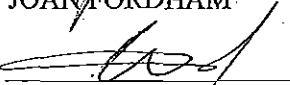
EXECUTIVE AND LEGISLATIVE COMMITTEE

  
MARTIN F. KRUEGER

  
STEVEN BACH

  
SCOTT KEVIN ALEXANDER

  
JOAN FORDHAM

  
WILLIAM F. WENZEL

Fiscal Note: No impact. *KAS*  
MIS Note: No impact.

RESOLUTION 43 - 12

**Assigning Funds as of December 31, 2011 and Amending the 2012 Budget for These Assignments**

WHEREAS, certain accounts are required by Wisconsin State Statute, grant rules, or by action of the Sauk County Board or its committees, to be expended for specific purposes and any excess funds cannot lapse to fund balance at year-end for general County use; similarly, these types of accounts which may be in a deficit position at year-end because of the timing of the receipt of grant reimbursements, are not to receive transfers from the General Fund pending completion of the grant or activity, and;

WHEREAS, your Finance Committee does believe that the attached list of purposes and amounts shall be assigned from General Fund balance and within other funds balances for future use and/or reimbursement; such accounts and amounts as of December 31, 2011 preliminary unaudited financial statements; and,

WHEREAS, your Finance Committee further believes the following purposes and amounts are appropriate for re-appropriation in 2012.

NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the above-described accounts, totaling \$2,794,612 be and hereby are assigned as of December 31, 2011 for the above-described activities in accordance with Wis. Stats. s. 65.90(5);

AND, BE IT FURTHER RESOLVED that this be amended by annual audit adjustments, the addition of grants or other non-lapsing programs, the deletion of completed grants and programs, State Statutes, or by actions of the County Board;

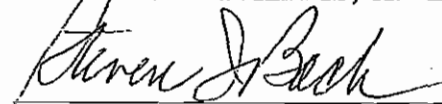
AND, BE IT FURTHER RESOLVED that the affected departments' 2012 budgets be amended to include the amended appropriations approved herein.


For consideration by the Sauk County Board of Supervisors on April 17, 2012.

SAUK COUNTY FINANCE COMMITTEE

  
TOMMY LEE BYCHINSKI, CHAIR

  
JASON LANE

  
STEVEN BACH

  
WILLIAM F. WENZEL

  
JOAN FORDHAM

Fiscal Note: The remaining General Fund Balance as of December 31, 2011 after the \$2,215,974 assignment is well above the amount required by Sauk County's working capital policy. Of the \$2,794,612 assigned, \$578,941 was already included in the 2012 budget at its original adoption. *PLB*

Information Systems Note: Many of the above-described projects impact the MIS budget and staff. These projects, however, are continuations of projects already started or planned for 2011 or prior years.

Resolution 43 - 12 Assigning Funds as of December 31, 2011 and Amending the 2012 Budget for These Assignments.

\*Items previously approved for carryforward wholly or in part through the 2012 budget process

Accounting-MIS-Complete Content Manager Implementation	5,000	ADRC-ADRC	22,451
Administrative Coordinator - Operational Review	57,300 *	ADRC-Disability Benefit Specialist	50,085
Arts, Humanities & Historic Preservation	4,395	ADRC-Information & Assistance	5,857
Building Services - Carpet Replacement	181,138	ADRC-Prevention & Nutrition	9,472
Building Services - Communications Infrastructure	50,000	ADRC-State Benefit Specialist	22,020
Building Services - Courthouse Front Porch	50,000	ADRC-Transportation	9,985
Building Services - Master Planning	57,338	Building Projects - EDA Fiber Optics Extension	130,517
Building Services - Phone Upgrades	102,648	Health Care Center - Auxiliary Heating Fuel Tank Use	8,822
Building Services-MIS-Voice Over IP Integration	148,850	Health Care Center - Donations	1,150
County Clerk - Elections Reimbursement	3,400	Health Care Center - Hands Free Ice Machine	3,000
CPZ - Badger Army Ammunition Plant - 2010 Ho-Chunk for Admin	8,604 *	Health Care Center - Office Furniture	2,000
CPZ - Badger Army Ammunition Plant - 2011 Ho-Chunk Funds	10,000	Health Care Center-MIS-Licensing	5,380
CPZ - Baraboo Range Monitoring	136,534 *	Health Care Center-MIS-Public Network Equipment	5,000
CPZ - Clean Sweep	26,332 *	Health Care Center-MIS-Scanners	3,800
CPZ - County Cost Share	76,646 *	Health Care Center-MIS-Wireless Access Expansion	4,000
CPZ - Natural Beauty Council	5,523	Human Services - Collaborative Program	25,000
CPZ - Assist Planning to Other Units of Govt / Ordinance Devel	205,929 *	Human Services - Electronic Health Records Implementation	100,000
CPZ - Conservation Easements	199,732 *	Human Services-MIS-Document / Medical Records Imaging	68,800
CPZ - Recycling	3,551 *	Human Services-MIS-E-Signatures	30,000
CPZ - Seminar Funds	443 *	Human Services-MIS-Kronos Implementation	15,000
CPZ - Youth Day Donation	1,435 *	Human Services-MIS-Microsoft Office Licenses	13,000
Environmental Health Programs	20,060	Human Services-MIS-MUNIS-CMHC Interface	30,000
Family Court Counseling	5,062	Human Services-MIS-Sign-In / Sign-Out Upgrade	2,500
Home Care	2,170	Human Services-MIS-WISACWIS Query/Interface Programming	10,800
MIS-Backup / Archive / Disaster Recovery	1,717	Total of Other Funds	578,638
MIS-Consulting	81,111		
MIS-File System Upgrades	78,134	GRAND TOTAL	2,794,612
MIS-Infrastructure Upgrades	6,327		
MIS-Security Projects	28,028		
MIS-Training	20,300		
Non-Departmental - Transfer of General Fund for EDA Grant	51,611		
Parks - Dam Inspection and Maintenance	169,140 *		
Parks - Firehouse Donation	10,557		
Parks - Fish & Game Project	2,535		
Parks - Forest Management funds	58,134		
Parks - White Mound House Maintenance	11,399		
Parks-MIS-On-Line Camper Reservations	20,000		
Personnel - Pay Plan Study	20,000		
Personnel - Section 125 Forfeitures / Employee Recognition	9,868		
Personnel-MIS-Kiosk Computer	1,067		
Personnel-MIS-Timekeeping	5,000		
Personnel-MIS-Replacement Testing Software	4,500		
Public Health - Book Fair	486		
Public Health - Community Care Voucher Program	39,283 *		
Public Health - Greater Sauk Co Community Foundation-Dental	800		
Public Health - Public Health Dental	825		
Register of Deeds-MIS-Duplex Printer	1,500		
Sheriff-MIS-Visions System Hardware Replacement	45,000		
Sunshine Fund - Half of Vending Profits	1,002		
Treasurer-MIS-Tax System Replacement	80,000		
UW-Extension - Alice in Dairyland	7,210		
UW-Extension - Drinking Water Testing Program	341		
UW-Extension - Erickson Professional Development Funds	3,500		
UW-Extension - Master Food Preserver	565		
UW-Extension - Pesticide Applicator Training	9,089		
Veterans Service - Special Purpose Levy	8,324 *		
Veterans Service - Wis Dept of Veterans Affairs Grant	3,077		
Veterans-MIS-Duplex Printer	1,900		
Women, Infants and Children	71,556 *		
Total Appropriations Using General Fund Balance	2,215,974		

RESOLUTION 44 - 12

**Authorizing Reimbursement For Attendance At The Wisconsin County Highway Association Summer Highway Conference**

WHEREAS, on June 4, 5, 6, 2012 the Wisconsin County Highway Association will be hosting a Summer Highway Conference; and,

WHEREAS, this session will allow policy makers an opportunity to learn about a variety of issues that occur in field of study as well as the technological advances used in field of study today; and,

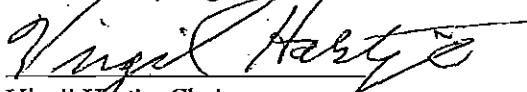
WHEREAS, the Rules of the Board stipulate that attendance of a school, institute or meeting which is not a part of regular committee meetings requires approval by the County Board of Supervisors (Rule V.A. of the Rules of the Sauk County Board of Supervisors).

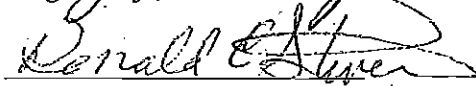
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, hereby approves compensating and reimbursing expenses of four Sauk County Highway Committee members for attendance at the Wisconsin County Highway Association Summer Highway Conference at the Chula Vista Resort and Conference Center, Wisconsin Dells, WI on June 4, 5, 6, 2012.

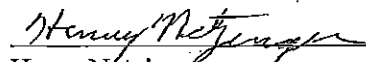
For consideration by the Sauk County Board of Supervisors on April 17, 2012.


Respectfully submitted:

Sauk County Highway and Parks Committee

  
Virgil Hartje, Chair

  
Donald Stevens

  
Henry Netzing

  
Peter Tollaksen

  
Martin (Tim) Meister

Fiscal Note:

Estimated Costs	Cost per Person	Number of Persons	Total Estimated Cost
Registration	\$ 145.00	4	\$ 580.00
Meals and Expenses (i.e. hotel, parking, etc.)	\$ 0.00		\$ 0.00
Per Diem and Benefits	\$ 100.00	4	\$ 400.00
Mileage	\$ 50.00	4	\$ 200.00
Total Estimated Costs	\$ 295.00		\$ 1,180.00

MIS Note: No MIS Impact.

413



**A RESOLUTION ADOPTING THE UPDATED 2011-2015 SAUK COUNTY NATURAL  
HAZARD MITIGATION PLAN**

WHEREAS, Sauk County recognizes the threat that natural hazards pose to people and property, and,

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars, and,

WHEREAS, an updated natural hazards mitigation plan is required as a condition of future grant funding for mitigation projects; and,

WHEREAS, Sauk County participated jointly in the updated planning process with the other local levels of government within the County to prepare an 2011-2015 Sauk County natural hazards mitigation plan, and,

WHEREAS, Federal Emergency Management Agency and Wisconsin Emergency Management have approved the updated 2011-2015 Sauk County natural hazards mitigation plan, and,

NOW THEREFORE, BE IT RESOLVED, BY THE Sauk County Board of Supervisors, met in regular session, that the updated 2011-2015 Sauk County natural hazard mitigation plan is hereby adopted as the official plan of Sauk County, and,

BE IT FURTHER RESOLVED, that the Sauk County Emergency Management Department will submit on behalf of the participating municipalities resolution showing adoption of the 2011-2015 Sauk County natural hazards mitigation plan to Wisconsin Emergency Management.

For consideration by the Sauk County Board of Supervisors on April 17, 2012

Respectfully Submitted,

**SAUK COUNTY LAW ENFORCEMENT JUDICIARY COMMITTEE**

\_\_\_\_\_  
Donald Stevens Chair

\_\_\_\_\_  
Frederick Halfen

\_\_\_\_\_  
Robert Sinklair

\_\_\_\_\_  
Peter Tollaksen

\_\_\_\_\_  
George Johnson

**Fiscal Note:** Failure to adopt this resolution could result in the loss of Federal funding if a Presidential Disaster Declaration is declared in Sauk County. *YJB*

**Information System Impact:** No Information System Impact.

ORDINANCE NO. 6-2012

**PETITION 4-2012. APPROVING THE REZONING OF LANDS IN THE TOWN OF IRONTON FROM AN EXCLUSIVE AGRICULTURE TO A COMMERCIAL ZONING DISTRICT FILED UPON JOSEPH AND BERNICE SEEP, APPLICANTS AND PROPERTY OWNERS.**

**WHEREAS**, a public hearing was held by the Planning, Zoning, and Land Records Committee upon petition 4-2012 as filed by Joseph and Bernice Seep for a change in the zoning of certain lands from an Exclusive Agriculture to a Commercial Zoning District; and

**WHEREAS**, the purpose of the request, as stated by the applicant, is to bring an existing business into compliance with current zoning standards and allow for the reconstruction and expansion of a building destroyed by fire; and

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

**WHEREAS**, the Planning, Zoning, and Land Records Committee reviewed and discussed the request as described in petition 4-2012; and

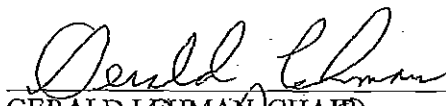
**WHEREAS**, your Committee, based upon the facts of the request and public testimony heard at the public hearing on March 27, 2012, recommended to the Sauk County Board of Supervisors that the petition be approved; and


**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more specifically described in petition 4-2012, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

For consideration by the Sauk County Board of Supervisors on April 17, 2012.


Respectfully submitted,

**PLANNING, ZONING, & LAND RECORDS COMMITTEE**

  
GERALD LEHMAN, CHAIR

  
JUDY ASHFORD

  
JOEL GAALSWYK

  
FREDERICK HALFEN

  
DON NOBS

Fiscal Note: No Impact  
MIS Note: No Impact



OFFICE OF  
SAUK COUNTY PLANNING AND ZONING

SAUK COUNTY WEST SQUARE BUILDING

505 BROADWAY

BARABOO, WI 53913

Telephone: (608) 355-3285

NOTICE

PLEASE TAKE NOTICE, that the Planning, Zoning and Land Records Committee of the Sauk County Board of Supervisors will hold a public hearing on March 27, 2012, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 4-2012 Rezone. A petition to rezone certain lands in the Town of Ironton, County of Sauk, Wisconsin, from an Exclusive Agricultural to a Commercial Zoning District. Lands are owned by Joseph and Bernice Seep.

Lands to be affected by the proposed rezone are located in Section 27, T12N, R3E, Town of Ironton, Sauk County, Wisconsin and further described as part of Lot CSM 1592. Said area to be rezoned contains 4.79 acres more or less.

- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

- II. A. The proposed commercial rezone will bring an existing plumbing business into compliance with zoning and allow for the reconstruction and expansion of a structure related to the business following structural loss due to fire.

- B. Any person desiring more information may contact the Sauk County Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285).

Date: March 6, 2012

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

BY: BRIAN SIMMERT  
Sauk County Department  
505 Broadway Street  
Sauk County West Square  
Baraboo, WI 53913

To be published March 12, 2012 and  
For office use only: Pet. No. 4-2012  
If you have a disability and need  
that a 48 hour notice is given. Please

SENDING: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mail piece, or on the front if space permits.		A. Signature <i>Sharon Verthen</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
Article Addressed to: <i>Sharon Verthen Town of Ironton Clerk E 4885 Rural Rd Baraboo, WI 53913</i>		B. Received by (Printed Name) <i>Sharon Verthen</i> C. Date of Delivery <i>3-9-12</i>	
34		D. Is delivery address different from item 1? <input type="checkbox"/> Yes (If YES, enter delivery address below) <input checked="" type="checkbox"/> No	
2. Air Mail Number (Transfer from service label)		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
		7009 1680 0002 4215 2182	



**Staff Report**  
**Conservation, Planning, and Zoning**  
**Joseph & Bernice Seep, Rezone Petition 4-2012**

*Hearing Date: March 27, 2012*

**Applicant:**

Joseph & Bernice Seep

**Staff:**

Brian Simmert, CPZ

355-4834

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

**Current Zone:**

Exclusive Agricultural

**Proposed Zone:**

Commercial

**Comprehensive Plans:**

Town of Ironton Comprehensive Plan

**Other Plans:**

Sauk County Agricultural Preservation Plan

**Lot Size/Area to be Rezoned:**

4.79 acres

**Applicable Zoning Regulations:**

7.09 Commercial Zoning District

**Notification:**

(by U.S. mail, except newspaper)

March 6, 2012: Newspaper (BNR)

March 6, 2012: PZLR Committee

March 6, 2012: Town Clerk

March 6, 2012: Neighboring

Landowners

**Town Board Approval:**

Yes, February 17, 2012

**Exhibits:**

A. Map (prepared by CPZ staff)

B. Farmland Preservation Plan Map

**Request**

Joe and Bernice Seep are requesting a rezone from an Exclusive Agricultural to a Commercial zoning district. The property is located approximately 1.5 miles northeast of the Village of Lime Ridge.

**Legal Description of Area**

Part of Lot 1 Certified Survey Map 1592. The area to be rezoned is shown in Exhibit A. The legal description defining the area to be rezoned is filed under this petition.

**Background**

The subject property is a 30-acre lot of record zoned Exclusive Agriculture and includes a plumbing business established in the 1970's and the business owner's residence. On 1/31/12, the owner sustained damage to one of the buildings due to fire. The owner now wishes to rezone part of the property to commercial to bring the business into compliance with current zoning standards and to allow for the reconstruction and expansion of the building destroyed by fire. The proposed rezone from an Agricultural to a Commercial zoning district will facilitate these intentions.

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

Direction	Zoning	Land Use
Property	EA	Plumbing Business/ residence
North	EA	Farm Field
South	EA	Farm Field
East	EA	Farm Field
West	EA	Farm Field

**Analysis**

The proposed rezone appears to be consistent with the Town of Ironton Comprehensive Plan insofar that the rezone is primarily intended to bring an existing business into zoning compliance. Otherwise, the town's plan designates land adjacent to the Villages of Ironton, Lime Ridge and Cazenovia for future new commercial businesses.

The proposed rezone is not entirely consistent with the Sauk County Agricultural Preservation Plan Map which identifies this land as a preservation area. However, recognizing that this business pre-existed the adoption of Exclusive Agricultural zoning by the town in 1996, the rezone is substantially consistent with the Agricultural Preservation Plan.

### **Analysis (con't.)**

Following the fire, CPZ staff worked with the applicant to identify alternative ways to permit reconstruction and expansion of the building without rezoning. However, provisions set forth in the Sauk County Zoning Ordinance and Chapter 91 State Statutes limit the applicant to reconstruction of the building on the same foot print and same square footage. This limitation is premised on the fact that the existing business is a legal nonconforming land use under Exclusive Agricultural Zoning and the building destroyed by fire was located within a road right-of-way setback.

Once these limitations were identified, staff suggested that a rezone from Exclusive Agriculture to a Commercial zoning district would be the most appropriate approach. If rezoned, the existing business would be brought into compliance with the County's zoning code and State Statutes insofar that the business would no longer be located on land zoned Exclusive Agriculture. Additionally, the rezone will give the applicant an opportunity to create a Certified Survey mapped lot around the business (area zoned commercial), which can later be sold or in the applicant's case be transferred to his son to continue the business. This land division will allow the applicant to retain the existing house on a lot that would remain zoned Exclusive Agriculture.

After discussing the need to rezone with the applicant, the applicant felt that it was in his best interest to pursue the rezone for the purpose of bringing the business into compliance with zoning, to have the opportunity to rebuild the building larger than what was destroyed by fire, and to potentially allow for the future division of land to transfer the business to a new owner.

### **Standards for Rezoning per 7.05B(5)**

The Planning, Zoning and Land Records Committee may approve petitions for rezoning lands out of an Exclusive Agricultural District upon finding that such rezoning is in the public interest after consideration of the following factors:

- (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable amount of time as determined by the Agency.
- (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide such facilities.
- (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- (d) Potential conflict with remaining agricultural lands and uses in the area.
- (e) Need for the proposed development in the location specified.
- (f) Availability of alternative locations.
- (g) Productivity of the agricultural lands that are involved or affected.
- (h) Whether the development as proposed is located to minimize the amount of agricultural land converted.

### **Committee Action Options**

**Approve** Petition 4-2012, based on the facts of the request presented at the public hearing, consistency with the Town of Ironton Comprehensive Plan recognizing the commercial business as a preexisting land use, consistency with the Farmland Preservation Plan and Plan Map recognizing that the rezone is substantially consistent with these documents, and the standards for rezoning lands out of an Exclusive Agricultural Zoning District are met.

**Disapprove** Petition 4-2012, based on the facts of the request presented at the public hearing and the standards for rezoning lands out of an Exclusive Agricultural Zoning District not being met.

**Modify and Approve** Petition 4-2012. Not recommended.

### **Staff Recommendation**

Staff recommends approval of Petition 4-2012.



### Legend


■ Development Area

 Preservation Area

 Parcel Boundary

 Town of Ironton

 Town Boundaries

 State/County Owned Property

== County Boundary

..... River/Stream

## Transportation

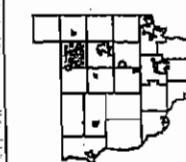
— State Highway

~~==~~ County Highway

— Town Road

— Municipal Street

--- "400" State Trail



**Source:**  
Base information includes  
paths, narrowways and  
unways produced by the  
South County Mapping  
Department.



ORDINANCE NO. 7-2012

**PETITION 5-2012. APPROVING THE REZONING OF LANDS IN THE TOWN OF REEDSBURG FROM AN AGRICULTURAL TO AN EXCLUSIVE AGRICULTURE AND AN EXCLUSIVE AGRICULTURE TO AN AGRICULTURE ZONING DISTRICT FILED UPON GARY SCHULTZ, APPLICANT AND PROPERTY OWNER.**

**WHEREAS**, a public hearing was held by the Planning, Zoning, and Land Records Committee upon petition 5-2012 as filed by Gary Schultz for a change in the zoning of certain lands from an Agricultural to an Exclusive Agriculture and an Exclusive Agriculture to an Agricultural Zoning District; and

**WHEREAS**, the purpose of the request, as stated by the applicant, is to make the zoning consistent with new lot boundaries; and

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

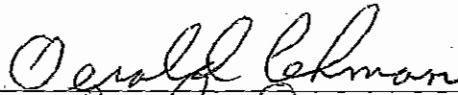
**WHEREAS**, the Planning, Zoning, and Land Records Committee reviewed and discussed the request as described in petition 5-2012; and

**WHEREAS**, your Committee, based upon the facts of the request and public testimony heard at the public hearing on March 27, 2012, recommended to the Sauk County Board of Supervisors that the petition be approved; and

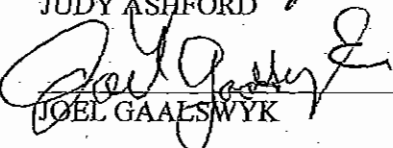
**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more specifically described in petition 5-2012, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

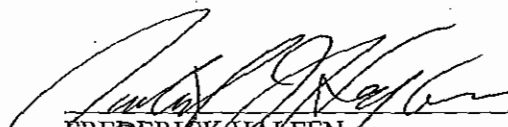
For consideration by the Sauk County Board of Supervisors on April 17, 2012.

Respectfully submitted,  
**PLANNING, ZONING, & LAND RECORDS COMMITTEE**

  
GERALD LEHMAN, CHAIR

  
JUDY ASHFORD

  
JOEL GAALSWYK

  
FREDERICK HALFEN

  
DON NOBS

Fiscal Note: No Impact  
MIS Note: No Impact

KPB

OFFICE OF  
SAUK COUNTY PLANNING AND ZONING

SAUK COUNTY WEST SQUARE BUILDING  
505 BROADWAY  
BARABOO, WI 53913  
Telephone: (608) 355-3285

NOTICE

PLEASE TAKE NOTICE, that the Planning, Zoning and Land Records Committee of the Sauk County Board of Supervisors will hold a public hearing on March 27, 2012, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 5-2012 Rezone. A petition to rezone certain lands in the Town of Reedsburg, County of Sauk, Wisconsin, from an Exclusive Agricultural to an Agriculture and Agriculture to an Exclusive Agricultural Zoning District. Lands are owned by Gary Schultz.

Lands to be affected by the proposed rezone are located in Section 29, T12N, R4E, Town of Reedsburg, Sauk County, Wisconsin and further described under Petition 5-2012. Said area to be rezoned contains 12.50 acres more or less.

- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

- II. A. The proposed rezone will adjust zoning boundaries to be consistent with new lot line boundaries of a proposed Certified Survey Map.

- B. Any person desiring more information may contact the Sauk County Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3245).

Date: March 6, 2012

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

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

To be published March 12, 2012 at  
For office use only: Pet. No. 5-2012  
If you have a disability and need  
that a 48 hour notice is given. Please

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION	DELIVERY
<p>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature x <i>Craig Meyer</i></p> <p>B. Received by (Printed Name) <i>Craig Meyer</i></p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery <i>3-8-12</i></p>
<p>1. Article Addressed to:  <i>Rebecca Meyer 53866 Grate Hill Rd Reedsburg, WI 53959</i></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>	<p>7009 1680 0002 4215 2168</p>	



**Staff Report**  
**Conservation, Planning, and Zoning**  
**Gary Schultz, Rezone Petition 5-2012**

*Hearing Date: March 27, 2012*

**Applicant:**

Gary Schultz

**Staff:**

Brian Simmert, CPZ

355-4834

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

**Current Zone:**

Exclusive Agriculture and Agricultural

**Proposed Zone:**

Exclusive Agriculture and Agricultural

**Comprehensive Plans:**

Town of Reedsburg Comprehensive Plan

**Other Plans:**

Sauk County Agricultural Preservation Plan

**Lot Size/Area to be Rezoned:**

AG to EA 4.19 acres

EA to AG 8.31 acres

**Applicable Zoning Regulations:**

Sauk County Zoning Ordinance  
Sections 7.05 and 7.05B

**Notification:**

(by U.S. mail, except newspaper)

March 6, 2012: Newspaper (BNR)

March 6, 2012: PZLR Committee

March 6, 2012: Town Clerk

March 6, 2012: Neighboring  
Landowners

**Town Board Approval:**

Yes, March 12, 2012

**Exhibits:**

A. Map (prepared by CPZ staff)

B. Farmland Preservation Plan Map

**Request**

Greg Schultz is requesting a rezone from an Exclusive Agricultural to an Agricultural and an Agricultural to an Exclusive Agricultural zoning district. The property is located approximately 2.5 miles southwest of the City of Reedsburg.

**Legal Description of Area**

The area to be rezoned is shown in Exhibit A. The legal description defining the area to be rezoned is filed under this petition.

**Background**

The property line boundaries of the subject property are being redefined and in doing so will create two lots that have multiple zoning districts. The intent of the rezone is to make the zoning consistent with the new lot boundaries.

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

Direction	Zoning	Land Use
Property	AG and EA	Single Family Home/Farm Field
North	AG	Single Family Homes
South	EA	Farm Field
East	EA	Farm Field
West	EA	Farm Field

**Analysis**

The proposed rezone appears to be consistent with the Town of Reedsburg Comprehensive Plan insofar that the rezone is primarily intended to make consistent the zoning with proposed property boundaries.

The proposed rezone is not entirely consistent with the Sauk County Agricultural Preservation Plan Map which identifies this land as a preservation area. However, recognizing that this rezone represents a correction to a zoning boundary, the rezone is substantially consistent with the Agricultural Preservation Plan.

#### **Standards for Rezoning per 7.05B(5)**

The Planning, Zoning and Land Records Committee may approve petitions for rezoning lands out of an Exclusive Agricultural District upon finding that such rezoning is in the public interest after consideration of the following factors:

- (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable amount of time as determined by the Agency.
- (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide such facilities.
- (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- (d) Potential conflict with remaining agricultural lands and uses in the area.
- (e) Need for the proposed development in the location specified.
- (f) Availability of alternative locations.
- (g) Productivity of the agricultural lands that are involved or affected.
- (h) Whether the development as proposed is located to minimize the amount of agricultural land converted.

#### **Committee Action Options**

**Approve** Petition 5-2012, based on the facts of the request presented at the public hearing, consistency with the Town of Reedsburg Comprehensive Plan recognizing a zoning adjustment to match lot line boundaries, consistency with the Farmland Preservation Plan and Plan Map recognizing that the rezone is substantially consistent with these documents, and the standards for rezoning lands out of an Exclusive Agricultural Zoning District are met.

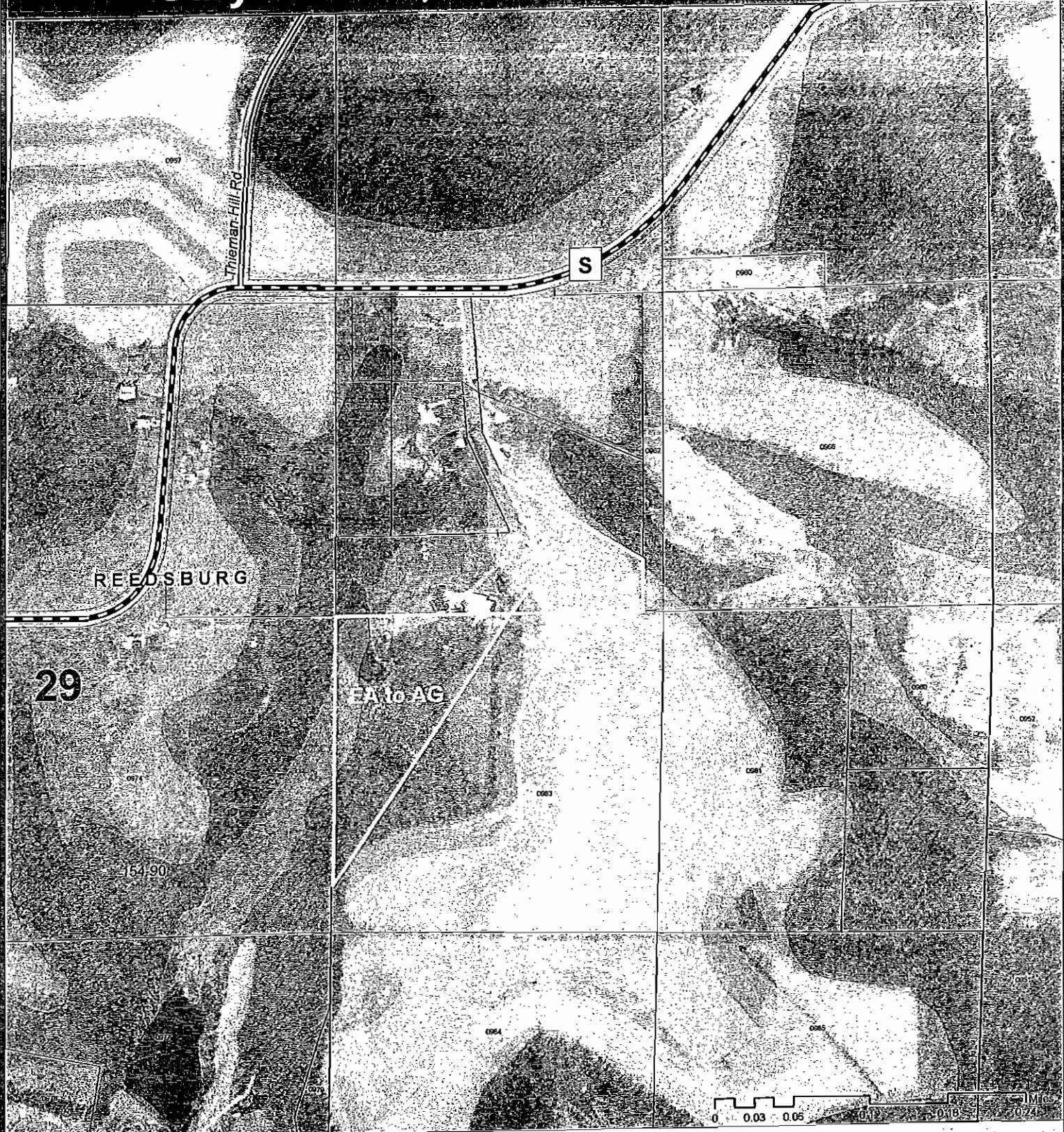
**Disapprove** Petition 5-2012, based on the facts of the request presented at the public hearing and the standards for rezoning lands out of an Exclusive Agricultural Zoning District not being met.

**Modify and Approve** Petition 5-2012. Not recommended.

#### **Staff Recommendation**

Staff recommends approval of Petition 5-2012.

# Gary Schultz, Rezone Petition 5-2012



**Legend**

**Road Centerline - Sauk Soils**

**Layer Type**

- Hostile
- Water
- Soil
- Water

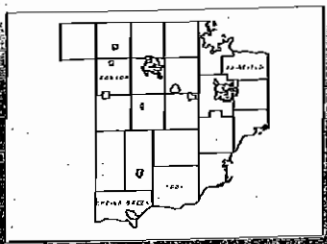
**Agriculture Soils**

- Class 1 Soil
- Class 2 Soil

**Zoning**

- AG
- COU
- EA
- NE
- MRF
- REC-5
- REC-1
- RUC
- SER

43

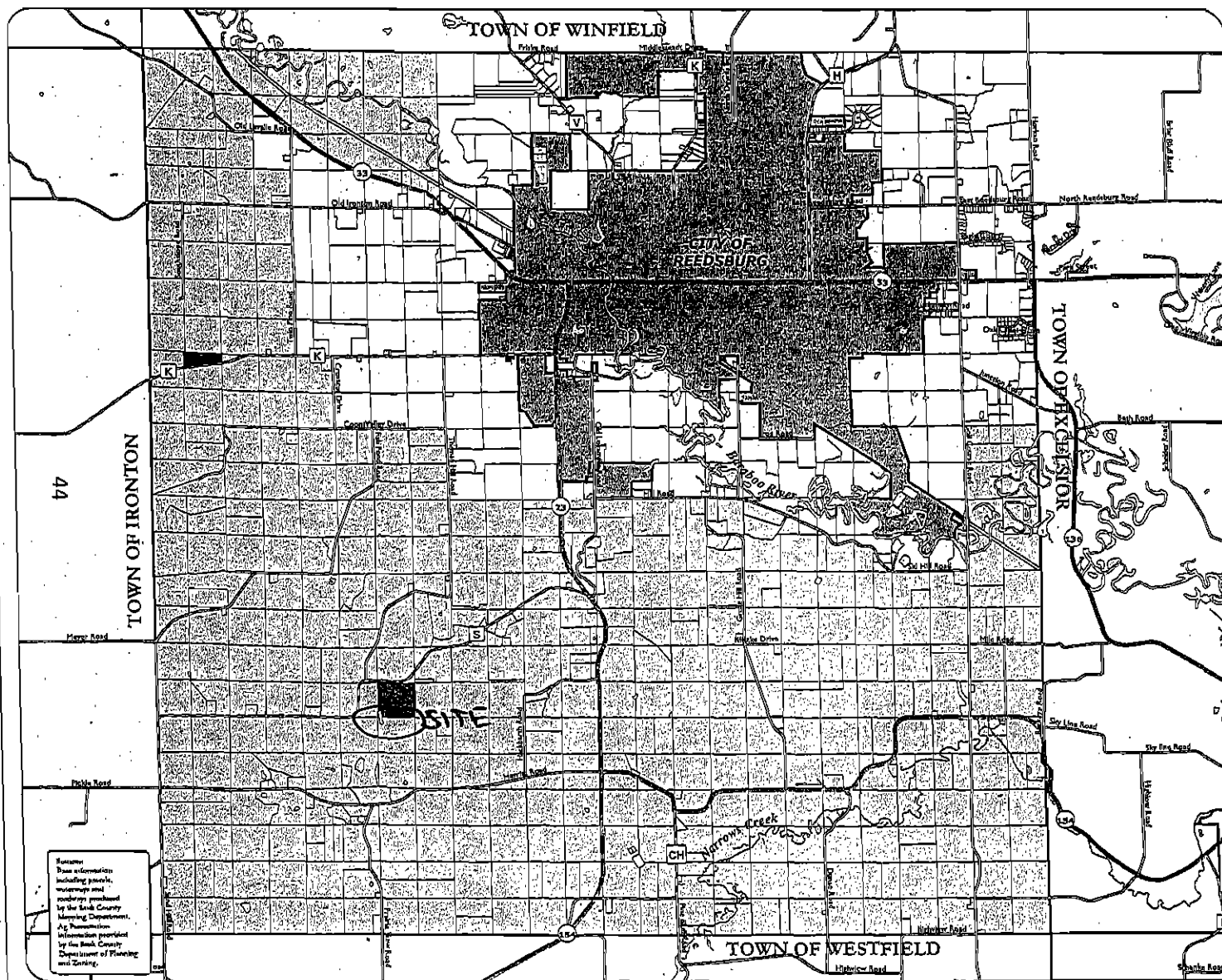


**Sauk County**

**Official Seal**

**Seal of the County**








## Town of Reedsburg Ag Preservation Plan Map









### Ag Preservation Plan Map- 2005

#### Legend

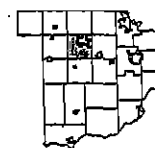
#### Ag Preservation Plan

-  Development Area
-  Transition Area
-  Preservation Area

#### General

-  Interstate Highway
-  United States Highway
-  State Highway
-  County Highway
-  Town Road
-  State/County Owned Property
-  Parcel Boundaries
-  Town Border

Source:  
Base information  
including parcels,  
waterways and  
waterways provided  
by the Sauk County  
Mapping Department.  
Ag Preservation  
information provided  
by the Sauk County  
Department of Planning  
and Zoning.



ORDINANCE NO. 8-2012

**PETITION 6-2012. APPROVING THE REZONING OF LANDS IN THE TOWN OF BARABOO FROM A RESOURCE CONSERVANCY 35 TO AN AGRICULTURAL ZONING DISTRICT FILED UPON BRIAN GOERKS, APPLICANT AND PROPERTY OWNER.**

WHEREAS, a public hearing was held by the Planning, Zoning, and Land Records Committee upon petition 6-2012 as filed by Brian Goerks for a change in the zoning of certain lands from a Resource Conservancy 35 to an Agricultural Zoning District; and

WHEREAS, the purpose of the request, as stated by the applicant, is to utilize the site as a clean landfill; and

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

WHEREAS, the Planning, Zoning, and Land Records Committee reviewed and discussed the request as described in petition 6-2012; and

WHEREAS, your Committee, based upon the facts of the request and public testimony heard at the public hearing on March 27, 2012, recommended to the Sauk County Board of Supervisors that the petition be approved; and

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more specifically described in petition 6-2012, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

For consideration by the Sauk County Board of Supervisors on April 17, 2012.

Respectfully submitted,

PLANNING, ZONING, & LAND RECORDS

COMMITTEE

  
GERALD LEHMAN, CHAIR

  
JUDY ASHFORD

  
JOEL GAALSWYK

  
FREDERICK HALFEN

  
DON NOBS

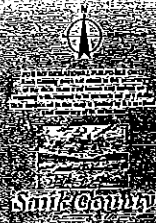
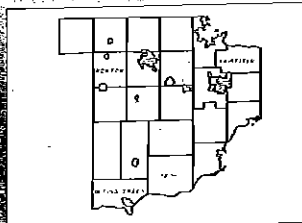
Fiscal Note: No Impact  
MIS Note: No Impact

# Brian Goerks, Rezone Petition 6-2012



## Legend

Road Centerline	Sauk Soils	Zoning
Layer Type	Agriculture Soils	AG
Baraboo	Baraboo Soils	RC-35
Baraboo	Baraboo Soils	RC-36
Baraboo	Baraboo Soils	RC-37
Baraboo	Baraboo Soils	RC-38
Baraboo	Baraboo Soils	RC-39
Baraboo	Baraboo Soils	RC-40
Baraboo	Baraboo Soils	RC-41
Baraboo	Baraboo Soils	RC-42
Baraboo	Baraboo Soils	RC-43
Baraboo	Baraboo Soils	RC-44
Baraboo	Baraboo Soils	RC-45
Baraboo	Baraboo Soils	RC-46
Baraboo	Baraboo Soils	RC-47
Baraboo	Baraboo Soils	RC-48
Baraboo	Baraboo Soils	RC-49
Baraboo	Baraboo Soils	RC-50
Baraboo	Baraboo Soils	RC-51
Baraboo	Baraboo Soils	RC-52
Baraboo	Baraboo Soils	RC-53
Baraboo	Baraboo Soils	RC-54
Baraboo	Baraboo Soils	RC-55
Baraboo	Baraboo Soils	RC-56
Baraboo	Baraboo Soils	RC-57
Baraboo	Baraboo Soils	RC-58
Baraboo	Baraboo Soils	RC-59
Baraboo	Baraboo Soils	RC-60
Baraboo	Baraboo Soils	RC-61
Baraboo	Baraboo Soils	RC-62
Baraboo	Baraboo Soils	RC-63
Baraboo	Baraboo Soils	RC-64
Baraboo	Baraboo Soils	RC-65
Baraboo	Baraboo Soils	RC-66
Baraboo	Baraboo Soils	RC-67
Baraboo	Baraboo Soils	RC-68
Baraboo	Baraboo Soils	RC-69
Baraboo	Baraboo Soils	RC-70
Baraboo	Baraboo Soils	RC-71
Baraboo	Baraboo Soils	RC-72
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Baraboo	Baraboo Soils	RC-93
Baraboo	Baraboo Soils	RC-94
Baraboo	Baraboo Soils	RC-95
Baraboo	Baraboo Soils	RC-96
Baraboo	Baraboo Soils	RC-97
Baraboo	Baraboo Soils	RC-98
Baraboo	Baraboo Soils	RC-99
Baraboo	Baraboo Soils	RC-100





OFFICE OF  
**SAUK COUNTY PLANNING AND ZONING**

SAUK COUNTY WEST SQUARE BUILDING

505 BROADWAY

BARABOO, WI 53913

Telephone: (608) 355-3285

**NOTICE**

PLEASE TAKE NOTICE, that the Planning, Zoning and Land Records Committee of the Sauk County Board of Supervisors will hold a public hearing on March 27, 2012, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I.     A.     Petition 6-2012 Rezone. A petition to rezone certain lands in the Town of Baraboo, County of Sauk, Wisconsin, from a Resource Conservancy 35 to an Agricultural Zoning District. Lands are owned by Brian Goerks.

Lands to be affected by the proposed rezone are located in Section 22, T12N, R6E, Town of Baraboo, Sauk County, Wisconsin and further described under Petition 6-2012. Said area to be rezoned contains 10.05 acres more or less.

- B.     Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

- II.    A.     The proposed Agricultural rezone will allow for the utilization of an existing abandoned sand/gravel pit to be utilized as a clean landfill with final reclamation being a farm field.

- B.     Any person desiring more information may contact the Sauk County Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285).

Date:   March 6, 2012

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

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

To be published March 12, 2012 and March 19, 2012

For office use only: Pet. No. 6-2012

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



**Staff Report**  
**Conservation, Planning, and Zoning**  
**Brian Goerks, Rezone Petition 6-2012**

*Hearing Date: March 27, 2012*

**Applicant:**

Brian Goerks

**Staff:**

Brian Simmert, CPZ

355-4834

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

**Current Zone:**

Resource Conservancy-35

**Proposed Zone:**

Agricultural

**Comprehensive Plans:**

Town of Baraboo Comprehensive Plan

**Other Plans:**

Sauk County Agricultural Preservation Plan

**Lot Size/Area to be Rezoned:**

10.05 acres

**Applicable Zoning Regulations:**

7.05 Agricultural Zoning District

**Notification:**

(by U.S. mail, except newspaper)

March 6, 2012: Newspaper (BNR)

March 6, 2012: PZLR Committee

March 6, 2012: Town Clerk

March 6, 2012: Neighboring Landowners

**Town Board Approval:**

Yes, March 12, 2012

**Exhibits:**

A. Map (prepared by CPZ staff)

B. Farmland Preservation Plan Map

**Request**

Brian Goerks is requesting a rezone from a Resource Conservancy-35 to an Agricultural zoning district. The property is located approximately 1/2 mile north of the City of Baraboo.

**Legal Description of Area**

Part of a parcel located in the NW ¼ SE ¼ Section 22, T12N, R6E, Town of Baraboo. The legal description defining the area to be rezoned is filed under this petition.

**Background**

The subject property consists of an abandoned sand/gravel pit that has not been reclaimed. The current owners wish for final reclamation to consist of a farm field. A local contractor, Dean Blum, wishes to utilize the site as a clean landfill and in doing so will provide the material needed to fill in the pit. The rezone to Agricultural is required as this zoning district permits clean landfills following the issuance of a Special Exception for said use by the Sauk County Board of Adjustment.

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

Direction	Zoning	Land Use
Property	RC-35	Sand & Gravel Pit
North	AG	Sand & Gravel Pit
South	RC-35	Farm Field
East	Ag	Sand & Gravel Pit
West	RC-35	Woods

**Analysis**

The proposed rezone appears to be consistent with the Town of Baraboo Comprehensive Plan insofar that the rezone is primarily intended to allow for the placement of clean fill to reclaim an old sand/gravel pit to a farm field. The land to be rezoned is also bordered on two sides by an active sand and gravel operation, which is a land use similar to the proposed use of a clean landfill.

The proposed rezone is consistent with the Sauk County Agricultural Preservation Plan Map which identifies this land as a transition area. A transition area is an area that may be considered for non-agricultural development after further study. In effect, the rezone will create an opportunity to establish a farm field.

#### **Standards for Rezoning per 7.05B(5)**

There are no standards for rezoning out of the Resource Conservancy 35 Zoning District, however the Planning, Zoning, and Land Records Committee may consider the standards for rezoning lands out of an Exclusive Agricultural District as guidance to their decision making process. These standards are as follows:

- (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable amount of time as determined by the Agency.
- (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide such facilities.
- (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- (d) Potential conflict with remaining agricultural lands and uses in the area.
- (e) Need for the proposed development in the location specified.
- (f) Availability of alternative locations.
- (g) Productivity of the agricultural lands that are involved or affected.
- (h) Whether the development as proposed is located to minimize the amount of agricultural land converted.

#### **Standards for Special Exception Permit per 7.09(4)(b)**

While the Planning, Zoning, and Land Records Committee does not consider Special Exception Permits, the standards utilized by the Sauk County Board of Adjustment may provide additional guidance to the Committee when considering the rezone. These standards will also be utilized by the Board of Adjustment when considering the special exception for a clean landfill. The standards are as follows:

- 1. Not cause unusual public service needs.
- 2. Not substantially impair or diminish the uses, values and enjoyment of other property in the surrounding area for purposes already permitted.
- 3. Provide safe access and adequate parking facilities.
- 4. Provide access for emergency vehicles.
- 5. Provide responsible surface water management.
- 6. Not cause air, water or noise pollution or adversely affect rare or irreplaceable natural areas.

#### **Committee Action Options**

**Approve** Petition 6-2012, based on the facts of the request presented at the public hearing, consistency with the Town of Baraboo Comprehensive Plan recognizing that final reclamation will consist of a farm field, consistency with the Farmland Preservation Plan and Plan Map recognizing that the rezone is substantially consistent with these documents, and standards for rezoning lands being considered.

**Disapprove** Petition 6-2012, based on the facts of the request presented at the public hearing and the standards for rezoning lands not being met.

**Modify and Approve** Petition 6-2012. Not recommended.

#### **Staff Recommendation**

Staff recommends approval of Petition 6-2012.

# Town of Baraboo Ag Preservation Plan Map









## Ag Preservation Plan Map- 2005

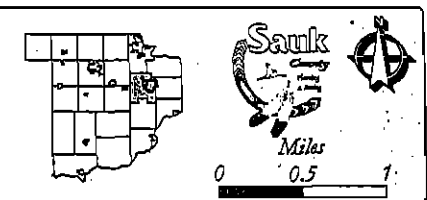
### Legend

#### Ag Preservation Plan

-  Development Area
-  Transition Area
-  Preservation Area

#### General

-  Interstate Highway
-  United States Highway
-  State Highway
-  County Highway
-  Town Road
-  State/County Owned Property
-  Parcel Boundaries
-  Town Border



TOWN OF SUMPTER

Devil's Lake

TOWN OF GREENFIELD

CITY OF BARABOO

VILLAGE OF WEST BARABOO

TOWN OF DELTON

TOWN OF EXCELSIOR

VILLAGE OF NORTH FREEDOM

TOWN OF FREEDOM

Sources:  
Base information  
including parcels,  
waterways and  
roadways provided  
by the Sauk County  
Mapping Department.  
Ag Preservation  
information provided  
by the Sauk County  
Department of Planning  
and Zoning.

RESOLUTION NO. 46-12

**AUTHORIZATION TO CONTRACT WITH MSA PROFESSIONAL SERVICES FOR  
SCHEMATIC DESIGN SERVICES**

**WHEREAS**, since operations first began in the West Square Administration building in 1995 several departments within the facility have made numerous operational changes resulting in some spaces becoming vacant, some spaces being crowded, and some spaces being underutilized; and,

**WHEREAS**, a space needs assessment was recently completed by MSA Professional Services to address these issues; and,

**WHEREAS**, the space needs assessment identified a number of changes within the building which includes vacant space that can be rented; and,

**WHEREAS**, the next step to implement these changes is to complete a schematic design of the spaces involved in the changes; and,

**WHEREAS**, the Emergency Management Buildings & Safety Administrator issued a Request for Proposals for Schematic Design Services and MSA Professional Services to provided the most advantageous proposal at a cost of \$13,215.00; and,


**WHEREAS**, the Property and Insurance Committee after reviewing the proposals, recommends that the proposal from MSA Professional Services at a cost of \$ 13,215.00 to be in the best interest of Sauk County.

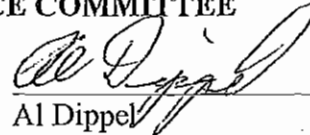
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the Emergency Management Buildings & Safety Administrator is hereby directed and authorized to contract with MSA Professional Services for Schematic Design Services for the West Square facility at a cost of \$13,215.00.

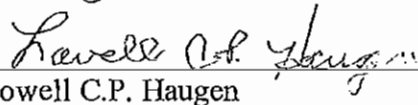
For consideration by the Sauk County Board of Supervisors this 17<sup>th</sup> day of April 2012.

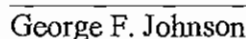
Respectfully submitted,

**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
Virgil Hartje, Chair

  
Al Dippel

  
Lowell C.P. Haugen

  
George F. Johnson

David Riek

## **SCHEMATIC DESIGN PROPOSALS**

<b>COMPANY</b>	<b>TOTAL COST</b>
MSA Professional Services	\$13,215.00
Venture Architects Milwaukee, WI	\$15,900.00
Angus Young Associates Janesville, WI	\$35,200.00
Bray Architects Milwaukee, WI	\$12,900.00
Dorschner Associates Madison, WI	\$17,500.00



## MINUTES

### Sauk County Board of Supervisors – Regular Meeting

Tuesday, May 15, 2012

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

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Call to order: 6:00 P. M.

#### Certify compliance with Open Meeting Law.

**Roll call.** PRESENT: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. ABSENT: (0)

#### Invocation and pledge of allegiance.

MOTION (Carlson/Tollaksen) to adopt agenda with changes allowing Corporation Counsel and Administrative Coordinator to speak once Resolution 48 -2012 is on the floor. **Motion carried unanimously.**

MOTION (Meister/Smoke) to approve minutes of previous session of April 17, 2012. **Motion carried unanimously.**

#### Scheduled appearances:

- Lisa Wenzel, UW Extension: 2011-2012 SCIL Graduation.
- Dr. Tom Pleger, Dean – UW-Baraboo/Sauk County; David Armstrong, Asst. Dean – UW-Baraboo/Sauk County; Phil Wedekind, Chair – UW-Baraboo/Sauk County Campus Commission: Update on Campus Master Plan and Residence Hall Request For Proposal.

**Public Comment:** None.

#### Communications:

1. Letter from Wisconsin Department of Administration, Mark Williams, Flood Recovery Specialist regarding Amendment 11 to CDBG-EAP Contract 08-06 providing additional funding of \$ 474,315 to Sauk County increasing total funding to \$ 9,992,636.
2. Letter from Wisconsin Counties Association, Mark O'Connell, Executive Director reminding counties of remittance deadline for resolutions to be submitted for consideration at the annual conference in La Crosse, September 23-25, 2012.
3. Letter from Village of Plain regarding their 100 Year Anniversary celebration.
4. Letter from Madison Area Technical College, Bettsey Barhorst, President thanking Chair Marty Krueger for his dedication and participation in the process selecting qualified candidates to serve on the Madison College District Board.

**Bills & referrals:** None.

**Claims:** None.

**Appointments:**

**Standing Committees:**

**2 year terms concurrent with County Board term of office, 04/17/2012 - 04/14/2014.**

**AGING & DISABILITY RESOURCE CENTER:** 5 Supervisors

Thomas Kriegl

Carol Held

Tommy Lee Bychinski

Ruth A. Dawson

Arthur Carlson

**CONSERVATION, PLANNING AND ZONING:** 6 Supervisors

Gerald L. Lehman

John S. Dietz

Judy Ashford

Don Nobs

Dennis B. Polivka

Frederick J. Halfen

**ECONOMIC DEVELOPMENT:** 7 Supervisors

Gerald L. Lehman

Marty Krueger

Joseph W. Fish

David A. Riek

Dennis B. Polivka

Brian L. Peper

Donna Stehling

**FINANCE:** 5 Supervisors

Tommy Lee Bychinski

Jason L. Lane

Andrea Lombard

Joan Fordham

William F. Wenzel

**HEALTH CARE CENTER BOARD OF TRUSTEES:** 4 Supervisors

Joan C. Smoke

Joseph W. Fish

Arthur Carlson

Henry Netzinger

**HIGHWAY & PARKS:** 5 Supervisors

Tim Meister

Virgil Hartje

Peter Tollaksen

Donald C. Stevens

Brian L. Peper



HUMAN SERVICES BOARD: 6 Supervisors

Thomas Kriegl  
Andrea Lombard  
Ruth A. Dawson  
John A. Miller  
Scott Kevin Alexander  
Mark Smooth Detter

LAW ENFORCEMENT & JUDICIARY: 5 Supervisors

George F. Johnson  
Peter Tollaksen  
Don Nobs  
Donald C. Stevens  
Frederick J. Halfen

PERSONNEL: 5 Supervisors

Tim Meister  
Carol Held  
Peter Tollaksen  
Scott Kevin Alexander  
Henry Netzing

PROPERTY & INSURANCE: 5 Supervisors

Virgil Hartje  
George F. Johnson  
John A. Miller  
Scott Von Asten  
David A. Riek

PUBLIC HEALTH BOARD: 4 Supervisors

Joan C. Smoke  
John A. Miller  
Don Nobs  
Donna Stehling

UW EXTENSION, ARTS & CULTURE: 5 Supervisors

Joan C. Smoke  
John S. Dietz  
Judy Ashford  
Mark Smooth Detter  
Donna Stehling

Other Committees, Boards and Commissions:

**2 year terms concurrent with County Board term of office, 04/17/2012 - 04/14/2012.**

AGING & DISABILITY ADVISORY COMMITTEE: 2 Supervisors

Ruth A. Dawson  
Arthur Carlson

AGING & DISABILITY RESOURCE CENTER (ADRC) REGIONAL:

1 Sauk County Board Representative  
Arthur Carlson

BADGER INTERGOVERNMENTAL GROUP: 1 Supervisor  
William F. Wenzel

BADGER INTERIM OVERSIGHT & MANAGEMENT COMMISSION: 1 Supervisor  
William F. Wenzel

BADGER RESTORATION ADVISORY BOARD (RAB): 1 Supervisor  
Judy Ashford

BOARD OF ADJUSTMENT: 1 Supervisor  
Henry Netzing, Township of Prairie du Sac

CAMPUS LIVING & LEARNING CENTER DEVELOPMENT & BUILDING COMMITTEE: 1 Supervisor  
Andrea Lombard

CENTRAL WISCONSIN COMMUNITY ACTION COUNCIL: 1 Supervisor  
Joan C. Smoke

CIRCUS WORLD MUSEUM: 1 Supervisor  
Joan Fordham

CLEARVIEW LONG TERM CARE AND REHABILITATION CENTER COMMISSION:  
1 Supervisor  
Scott Kevin Alexander

COMMISSIONER OF LAKE REDSTONE MANAGEMENT DISTRICT: 1 Supervisor  
John S. Dietz

COMMISSIONER OF LAKE VIRGINIA MANAGEMENT DISTRICT: 1 Supervisor  
Don Nobs

COMMISSIONER OF MIRROR LAKE PROTECTION DISTRICT: 1 Supervisor  
Don Nobs

COMMUNICATIONS INFRASTRUCTURE COMMITTEE: 3 Supervisors  
Tommy Lee Bychinski  
Scott Von Asten  
Mark Smooth Detter

ECONOMIC DEVELOPMENT SUBCOMMITTEE: 3 Supervisors  
John S. Dietz  
David A. Riek  
Donna Stehling

INTER-COUNTY COORDINATING COMMISSION (ICC),  
Sauk, Columbia, Dodge, Jefferson and Green Lake Counties: 2 Supervisors  
Marty Krueger  
Joan Fordham

LAND INFORMATION COUNCIL: 1 Supervisor  
Frederick J. Halfen

LOCAL EMERGENCY PLANNING (LEPC): Board Chair, 1 Supervisor. & 1 Alternate  
Marty Krueger  
Scott Von Asten  
Alternate: John A. Miller

LONG TERM SUPPORT PLANNING COMMITTEE: 2 Supervisors  
Ruth A. Dawson  
Arthur Carlson

MADISON AREA TECHNICAL COLLEGE APPOINTMENT BOARD:  
1 Supervisor (required being Chair of the Board): Marty Krueger

MARSH COUNTRY HEALTH ALLIANCE BOARD: 1 Supervisor  
Scott Kevin Alexander

MISSISSIPPI VALLEY HEALTH SERVICES BOARD OF DIRECTORS: 1 Supervisor  
Scott Kevin Alexander

NATURAL BEAUTY COUNCIL: 1 Supervisor  
Brian L. Peper

REVOLVING LOAN FUND COMMITTEE:  
2 Supervisors from Finance & Executive & Legislative committees  
Tommy Lee Bychinski  
Jason L. Lane

SAUK COUNTY DEVELOPMENT CORPORATION:  
2 Supervisors, + Chair of County Board required being a member  
Marty Krueger  
Frederick J. Halfen  
William F. Wenzel

SAUK COUNTY HOUSING AUTHORITY: 1 Supervisor  
George F. Johnson

SAUK COUNTY LIBRARY BOARD: 1 Supervisor  
Judy Ashford

SOUTH CENTRAL LIBRARY SYSTEMS BOARD: 1 Supervisor  
Judy Ashford

SOUTHWEST BADGER RESOURCE CONSERVATION & DEVELOPMENT COUNCIL: 1 Supervisor  
Gerald L. Lehman

TRANSPORTATION COORDINATION COMMITTEE: 2 Supervisors  
Ruth A. Dawson  
Arthur Carlson

TRI-COUNTY AIRPORT COMMISSION: 1 Supervisor  
Donald Stevens

UNIVERSITY OF WISCONSIN CAMPUS COMMISSION: 2 Supervisors  
Andrea Lombard  
Scott Von Asten

WESTERN WISCONSIN TECHNICAL COLLEGE DISTRICT BOARD:  
1 Supervisor, requires County Board Chair as member: Marty Krueger

WISCONSIN ASSOCIATION OF LOCAL HEALTH DEPARTMENTS & BOARDS:  
2 Supervisors  
Joan C. Smoke  
Donna Stehling

WISCONSIN RIVER RAIL TRANSIT COMMISSION: 3 Supervisors, and 1 Alternate  
Carol Held  
John A. Miller  
Donna Stehling  
Alternate:  
Marty Krueger

WORKFORCE DEVELOPMENT BOARD OF SOUTH CENTRAL WISCONSIN:  
1 Supervisor, requires County Board Chair to be a member  
Marty Krueger

MOTION to approve all Standing Committees, Special Boards and Commission appointments (Carlson/Ashford) VOTE: AYE: (30) Smoke,, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (1).Kriegl. Motion carried.

**Unfinished Business:** None.

**Reports: Informational, no action required:**

- 1) Rebecca A. DeMars, 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): None.
- 2) Kerry Beghin, Controller: First Quarter 2012 Financial Report.
- 3) Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.
- 4) Marty Krueger, County Board Chair
  - a. April 18 Meeting with Governor Scott Walker
  - b. April 30 MATC Appointment Board Meeting
  - c. WCA Resolutions Committee
  - d. WCA Conference

Chair Krueger reminded Supervisors to turn in their conference registrations to the County Clerk as soon as possible.

- 5) Kathryn Schauf, Administrative Coordinator:
- a. Regionalization of CDBG Housing
  - b. Budget Calendar

**Consent Agenda.** None.

**Resolutions & Ordinances.**

**CONSERVATION, PLANNING AND ZONING:**

**Ordinance 9 - 2012 Petition 7-2012. Approving The Rezoning Of Lands In The Town Of Baraboo From A Resource Conservancy 35 To A Recreational-Commercial Zoning District Filed Upon Donna & Daniel Meise, Applicant And Property Owner.**

MOTION (Lehman / Alexander). VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). **Motion carried unanimously.**

**Ordinance 10 -2012 Adopting Section 30.65 Of The Sauk County Code Of Ordinances**

**Pertaining To The Sauk County Surveyor:** MOTION (Halfen/Ashford ). VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger.

NAY: (0). **Motion carried unanimously.**

**FINANCE:**

**Resolution 47-2012 Authorizing Adjustments To 2011 Budget:**

MOTION (Wenzel/Bychinski). VOTE: AYE: (30) Smoke, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (1) Kriegl. **Motion carried.**

**UNIVERSITY OF WISCONSIN – BARABOO/SAUK COUNTY CAMPUS COMMISSION:**

**Resolution 48 -2012 Approving Release Of A Request For Proposal/Qualification Soliciting Vendors To Design, Build And Operate A Residence Hall On The University Of Wisconsin – Baraboo/Sauk County Campus.** MOTION (Lombard/Bychinski). Todd Liebman, Corporation Counsel and Kathy Schauf, Administrative Coordinator provided a brief overview of the resolution. Discussion followed on joint ownership expenses, RFP questions and the operations of the residential facility.

MOTION (Detter/Tollaksen) to end discussion. VOTE: AYE: (30) Smoke, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (1) Kriegl. **Motion carried.**

VOTE on original motion. . VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). **Motion carried unanimously.**

MOTION (Tollaksen/Fish) to adjourn until Tuesday, June 19, 2012 @ 6:00 p.m. Motion carried unanimously.

Adjournment: 8:26 P.M.

  
Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: June 19, 2012

**State Of Wisconsin, County of Sauk:** I certify that the above is a true and correct copy of the May 15, 2012 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

*Original documents & audio mp3 recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286*

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

s:/everyone/cty-bd\_min/2012/ctybdMINUTESMay152012.doc.  
audio: ctybAUDIO05152012.mp3



## Accounting Department

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

PHONE: 608/355-3237  
FAX: 608/355-3522  
E-Mail: [kbeghin@co.sauk.wi.us](mailto:kbeghin@co.sauk.wi.us)

To: Sauk County Board of Supervisors  
Date: May 02, 2012  
About: March 2012 1st Quarter Financial Report – 25.00% of Year

Attached are some highlights related to the March 2012 financial report.

### Revenues

Revenues tend to be more cyclical in nature than expenses. Many of Sauk County's grants and aids, the largest revenue source after property tax levy, are paid on a reimbursement basis. The County incurs the expenses, submits the paperwork to primarily the State, and the reimbursement comes later. For this reason, many grant dollars received in January and February are for prior year services, and are allocated back to 2011. Grants and aids are the highest revenue source for the County other than property taxes, so having many receipts allocated back to 2011 makes the first quarter revenues look alarmingly low. Fines, forfeitures and penalties are typically highest in the summer months, as are licenses and permits.

Overall, 19.11% of annual revenues have been recognized through March. The following chart is in order of budgeted magnitude of dollars, and excludes both property taxes which are recorded 1/12<sup>th</sup> every month, and transfers between Sauk County funds which have an equal offsetting expense. Note that sales tax (discussed in more detail later) lags by one month.

Revenues	2012 Annual Budget	Actual through March 2012	Favorable / (Unfavorable)	% of Budget
Grants & Aids	17,479,391	2,457,405	(15,021,986)	14.06%
User Fees	8,837,426	2,242,086	(6,595,340)	25.37%
Sales Tax	6,852,601	884,798	(5,967,803)	12.91%
Intergovernmental Charges	6,111,705	1,754,918	(4,356,787)	28.71%
Other Taxes	772,650	266,774	(505,876)	34.53%
Fines, Forfeitures & Penalties	689,500	147,212	(542,288)	21.35%
Licenses & Permits	291,365	43,205	(248,160)	14.83%
Rent	218,114	58,156	(159,958)	26.66%
Interest	138,320	37,283	(101,037)	26.95%
Donations	132,500	7,985	(124,515)	6.03%
Miscellaneous	131,415	59,503	(71,912)	45.28%
Total	41,654,987	7,959,324	(33,695,663)	19.11%

Property taxes are due on January 31 and are collected by local treasurers through that date. After January 31, all collections become the responsibility of the County. By August 15, Sauk County must make full payment to all the other taxing jurisdictions without regard to what has been collected. Outstanding taxes as of April 30, 2012 follow. This means uncollected delinquent taxes due to Sauk County equal \$37,800,147. Of this total, about 25% (or \$9,283,000) was originally levied to fund County operations. The remaining 75% was originally levied by schools and other local governments. The second installment of the 2011 levy, collected 2012, is not due until July 31, 2012.

Levy Year	Collection Year	County Tax Rate	County Levy	County-Wide Levy	Uncollected Taxes as of April 30, 2012	Percent of County-Wide Levy Collected
2011	2012	\$4.54	28,531,297	121,315,933	34,916,995	71.22%
2010	2011	\$4.42	28,531,297	122,553,732	1,799,709	98.53%
2009	2010	\$4.34	28,659,120	115,574,314	885,645	99.23%
2008	2009	\$4.18	27,714,671	111,860,501	180,771	99.84%
2007	2008	\$4.06	25,805,357	102,211,966	13,709	99.99%
2006	2007	\$4.13	24,802,350	97,232,872	3,180	100.00%
2005	2006	\$4.39	23,884,930	94,527,243	138	100.00%
					37,800,147	
Uncollected Taxes as of April 30, 2011					39,622,689	

Sales tax receipts lag the month of sale by two months. For instance, for sales made at stores during January, vendors report and remit the sales tax to the State at the end of February, the State processes the information throughout March, and the County receives its payment at the end of March or possibly even the first part of April. Therefore, the County's financial reports as of the end of March only contain sales made through February. Further, sales tax is not at all received equally each month through the year. Summer receipts and the December holidays are higher. Sauk County increased its sales tax budget for 2012 by 3.26%, up to \$6,852,601. Adjusting the budget for historical seasonal receipts, 2012 sales tax collections are slightly behind budget at this point.

Sales Tax Payment Month	Sales Tax Sales Month	2007	2008	2009	2010	2011	2012	Avg 2006-2011 Cumulative % of Year	Actual 2012 Cumulative % of Budget
March	January	427,012.08	497,959.79	466,080.10	503,592.58	466,343.03	435,158.73	6.65%	6.35%
April	February	467,086.40	440,630.56	451,861.42	525,719.94	479,794.31	449,639.66	13.68%	12.91%
May	March	578,124.33	589,428.08	543,909.32	497,682.15	500,584.18		21.22%	
June	April	559,399.19	508,989.20	542,094.79	556,632.03	628,589.56		29.06%	
July	May	542,694.08	614,333.50	614,770.21	590,376.04	564,720.52		37.23%	
August	June	744,360.29	790,042.91	612,591.97	661,728.04	735,164.71		47.30%	
September	July	759,561.91	788,854.53	872,504.39	930,470.23	891,757.28		59.33%	
October	August	802,476.13	849,137.52	671,478.67	742,700.59	678,283.24		69.60%	
November	September	647,566.21	598,392.51	529,000.33	608,400.34	604,863.86		78.59%	
December	October	430,266.88	474,902.16	496,002.65	515,568.39	557,606.98		85.76%	
January	November	469,094.72	556,097.80	444,099.69	472,358.91	425,286.44		92.43%	
February	December	547,846.13	474,704.21	412,033.15	537,727.39	607,925.15		100.00%	
Sales Tax Collected		6,975,488.35	7,183,472.77	6,656,426.69	7,142,956.63	7,140,919.26	884,798.39		

#### Expenditures

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

Overall, 20.93% of annual expenditures have been recognized through March. The following chart is in order of budgeted magnitude of dollars, and excludes both debt service and transfers between Sauk County funds which have equal offsetting revenues. Labor benefits are outpacing wages and salaries because Highway, Sheriff's Department, Human Services, and General payrolls happen to have fallen such that there are four months of health insurance charges posted through March, or about an additional \$414,000.

Expenditures	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Supplies & Services	29,940,414	5,472,996	24,467,418	18.28%
Wages & Salaries	27,005,303	6,274,760	20,730,543	23.24%
Labor Benefits	11,234,366	2,879,620	8,354,746	25.63%
Capital Outlay	3,085,870	287,820	2,798,050	9.33%
Total	71,265,953	14,915,196	56,350,757	20.93%



**Current Sauk County 2012 Financial Position**

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

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

Selected Line Items as of March 31, 2012	2009 Total for Year	2010 Total for Year	2011 Total for Year	2012 Annual Budget	Actual through March 2012	Avg 2008- 2011	2012 % of Budget
Interest Collected on Delinquent Taxes	881,581	1,250,138	1,270,132	600,000	237,525	20%	40%
Land Use Permits	79,530	71,544	51,508	60,000	8,670	9%	14%
Sanitary Permits	99,475	61,010	54,920	60,000	4,850	7%	8%
Real Estate Transfer Tax	210,575	187,555	176,126	165,000	29,205	20%	18%
Register of Deeds Filing Fees	287,829	319,220	371,726	315,000	81,376	24%	26%
Interest Earned on Investments	375,862	248,078	171,874	100,000	28,057	24%	28%

Cash balances remain strong and steady, and the Treasurer is maintaining ample reserves for the County.

**In Conclusion**

In your role as oversight committee members, remain mindful of current and future indications that funding is changing, particularly from the State and Federal governments. Department managers provide you with monthly updates of budget position and statistics that can be leading indicators of changes to the status quo. Even with 2012 budget development complete, program review should *never* be complete to make sure Sauk County is providing those services most vital to those most in need. Changes to business as usual are often extremely difficult and take considerable time to implement.

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

Sauk County Financial Report  
as of March 31, 2012  
Percent of Year Complete

	General Government				Justice & Public Safety				Public Works				Health & Human Services			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
<b>Revenues</b>																
Property Taxes	(\$933,275)	(\$233,319)	(\$699,956)	25.00%	\$13,230,604	\$3,307,651	(\$9,922,953)	25.00%	\$3,940,237	\$960,059	(\$2,980,178)	25.00%	\$11,055,771	\$2,783,943	(\$8,291,828)	25.00%
Other Taxes	772,950	266,774	(506,176)	34.53%	0	0	0	—	0	0	0	—	0	0	0	—
Sales Tax	8,852,801	884,798	(7,968,003)	12.91%	0	0	0	—	0	0	0	—	0	0	0	—
Grants & Aids	864,578	97,888	(766,690)	11.30%	2,515,295	828,722	(1,686,573)	32.93%	1,441,021	358,749	(1,082,272)	24.90%	10,698,984	1,108,334	(9,590,650)	10.38%
Licenses & Permits	14,700	1,837	(12,863)	12.50%	100	80	(20)	80.00%	0	0	0	—	71,485	13,713	(57,772)	19.18%
Fines, Forfeitures & Penalties	2,000	835	(1,165)	31.73%	564,000	121,024	(442,976)	21.48%	0	0	0	—	119,500	25,253	(94,247)	21.31%
User Fees	804,800	151,158	(653,642)	25.00%	1,049,850	207,088	(842,762)	19.73%	163,358	96,777	(66,581)	59.24% A	8,879,010	1,748,449	(7,130,561)	25.42%
Intergovernmental Charges	1,659,537	288,077	(1,371,460)	15.49%	534,800	158,192	(376,608)	37.08%	3,646,080	1,243,364	(2,402,716)	34.10%	56,410	25,285	(31,125)	44.82%
Donations	0	0	0	—	0	0	0	—	0	0	0	—	132,500	8,585	(123,915)	4.95% B
Interest	101,659	28,152	(73,507)	27.69%	1,500	0	(1,500)	0.00%	18,000	3,792	(14,208)	21.07%	210	1	(209)	0.57%
Rent	218,114	58,156	(159,958)	28.96%	0	0	0	—	0	0	0	—	1,600	935	(665)	58.43%
Miscellaneous	8,720	2,365	(6,355)	27.12%	64,000	28,831	(35,169)	44.74%	0	0	0	—	512,414	128,104	(384,310)	25.00%
Transfers from Other Funds	600,000	0	(600,000)	0.00%	0	0	0	—	0	0	0	—	0	0	0	—
<b>Total Revenues</b>	<b>10,965,884</b>	<b>1,546,319</b>	<b>(9,419,565)</b>	<b>14.10%</b>	<b>17,950,949</b>	<b>4,691,365</b>	<b>(13,259,584)</b>	<b>26.12%</b>	<b>9,108,706</b>	<b>2,862,741</b>	<b>(6,245,965)</b>	<b>29.23%</b>	<b>29,524,864</b>	<b>5,820,561</b>	<b>(23,704,303)</b>	<b>19.71%</b>
<b>Expenses / Expenditures</b>																
Wages & Salaries	2,717,841	669,490	(2,048,351)	24.63%	8,870,480	2,049,304	(6,821,176)	23.10%	2,779,223	700,682	(2,078,541)	25.21%	11,721,126	2,651,595	(9,069,531)	22.62%
Labor Benefits	658,409	246,434	(411,975)	28.71%	3,982,734	1,086,183	(2,896,551)	27.71%	1,153,005	178,193	(974,812)	15.45%	4,947,105	1,270,751	(3,676,354)	25.68%
Supplies & Services	3,103,727	609,513	(2,494,214)	19.64%	5,980,590	775,577	(5,205,013)	13.23%	5,385,653	1,141,822	(4,243,831)	21.20%	12,234,281	1,881,442	(10,352,839)	13.74%
Debt Service - Principal	0	0	0	—	0	0	0	—	0	0	0	—	N/A	N/A	N/A	N/A
Debt Service - Interest	0	0	0	—	0	0	0	—	0	0	0	—	512,413	128,757	(383,656)	25.13%
Capital Outlay	857,862	96,155	(761,707)	11.21%	309,000	191,583	(117,417)	62.00%	650,000	0	(650,000)	0.00%	42,700	0	(42,700)	0.00%
Transfers to Other Funds	2,560,313	640,078	(1,920,235)	25.00%	145,000	38,250	(106,750)	25.00%	0	0	0	—	600,000	0	(600,000)	0.00%
<b>Total Expenditures</b>	<b>10,098,252</b>	<b>2,281,670</b>	<b>(7,816,582)</b>	<b>22.40%</b>	<b>19,147,804</b>	<b>4,150,697</b>	<b>(14,997,107)</b>	<b>21.68%</b>	<b>9,967,881</b>	<b>2,020,898</b>	<b>(7,946,983)</b>	<b>20.27%</b>	<b>30,057,605</b>	<b>5,732,545</b>	<b>(24,325,060)</b>	<b>19.07%</b>
<b>Functional Expenditures as % of Total</b>	<b>13.02%</b>	<b>14.38%</b>			<b>24.68%</b>	<b>26.38%</b>			<b>12.85%</b>	<b>12.85%</b>			<b>38.75%</b>	<b>38.45%</b>		
<b>Net Increase/(Decrease) in Fund Balances</b>	<b>\$867,632</b>	<b>(\$715,350)</b>	<b>(\$1,582,982)</b>		<b>(\$1,186,855)</b>	<b>\$540,488</b>	<b>\$1,727,323</b>		<b>(\$659,175)</b>	<b>\$842,044</b>	<b>\$1,501,219</b>		<b>(\$532,741)</b>	<b>\$88,037</b>	<b>\$620,778</b>	

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

\* Sales tax receipts lag the month of sale on this report by one month. This March report is through February sales (13.68% as seasonally adjusted).

A Highway sales of materials higher than average

B ADRC donations lag budget, some are received quarterly (April receipt to the Treasurer)

Sauk County Financial Report  
as of March 31, 2012  
Percent of Year Complete

25.00%	Conservation, Development, Recreation, Culture & Education				Capital Projects				Debt Service				Totals			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Revenues																
Property Taxes	\$1,087,960	\$271,980	(\$815,970)	25.00%			\$0	--	\$250,000	\$62,500	(\$187,500)	25.00%	\$28,531,297	\$7,132,824	(\$21,398,473)	25.00%
Other Taxes	0	0	0	--			0	--			0	--	772,650	288,774	(505,876)	34.53%
Sales Tax	0	0	0	--			0	--			0	--	6,852,601	884,798	(5,967,803)	12.91%
Grants & Aids	1,323,658	63,911	(1,259,745)	4.83% C	636,857	0	(636,857)	0.00% F			0	--	17,479,391	2,457,405	(15,021,986)	14.06%
Licenses & Permits	205,100	27,595	(177,505)	13.45%			0	--			0	--	291,365	43,205	(248,160)	14.83%
Fines, Forfeitures & Penalties	5,000	301	(4,699)	6.02%			0	--			0	--	689,500	147,212	(542,288)	21.35%
User Fees	140,808	38,619	(102,189)	27.43%			0	--			0	--	8,837,426	2,242,089	(6,595,340)	25.37%
Intergovernmental Charges	14,868	0	(14,868)	0.00% D			0	--			0	--	6,111,705	1,764,918	(4,356,787)	28.71%
Donations	0	1,420	1,420	--			0	--			0	--	132,500	7,985	(124,515)	6.03%
Interest	13,951	4,850	(9,301)	33.33%			0	--	3,000	688	(2,312)	22.93%	136,320	37,283	(101,037)	26.95%
Rent	0	0	0	--			0	--			0	--	218,114	58,158	(159,956)	26.68%
Miscellaneous	57,095	27,572	(29,523)	48.29% E			0	--			0	--	131,415	59,503	(71,912)	45.28%
Transfers from Other Funds	31,788	8,476	(23,312)	26.68%			0	--	2,192,899	548,225	(1,644,674)	25.00%	3,337,101	684,804	(2,652,297)	20.52%
Total Revenues	2,880,228	444,533	(2,435,693)	15.43%	636,857	0	(636,857)	0.00%	2,445,899	611,413	(1,834,486)	25.00%	79,523,385	15,778,953	(63,744,432)	21.46%
Expenses / Expenditures																
Wages & Salaries	918,533	203,688	712,845	22.22%			0	--			0	--	27,005,303	6,274,760	20,730,543	23.24%
Labor Benefits	313,113	86,060	227,053	27.49%			0	--			0	--	11,234,368	2,879,820	8,354,748	25.63%
Supplies & Services	3,358,163	1,284,843	2,091,540	37.68%			0	--			0	--	28,940,414	5,472,998	24,467,416	18.28%
Debt Service - Principal	0	0	0	--			0	--	1,770,000	0	1,770,000	0.00%	1,770,000	0	1,770,000	0.00%
Debt Service - Interest	0	0	0	--			0	--	675,869	363	675,536	0.05%	1,188,312	129,120	1,059,192	10.87%
Capital Outlay	478,732	81	478,651	0.02%	747,576	0	747,576	0.00% F			0	--	3,085,870	287,820	2,798,050	9.33%
Transfers to Other Funds	31,788	8,476	23,312	26.68%			0	--			0	--	3,337,101	684,804	2,652,297	20.52%
Total Expenditures	5,096,349	1,562,948	3,533,401	30.87%	747,576	0	747,576	0.00%	2,445,899	363	2,445,536	0.01%	77,561,360	15,729,120	61,832,246	20.26%
Functional Expenditures as % of Total	6.57%	8.94%			0.98%	0.00%			3.15%	0.00%			100.00%	100.00%		
Net Increase/(Decrease) in Fund Balances	(\$2,216,123)	(\$1,118,415)	\$1,097,708		(\$110,719)	\$0	\$110,719		\$0	\$811,050	\$811,050		(\$4,037,981)	\$47,833	\$4,085,814	

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

- C Conservation grants (\$600,000+) received late in the year after expenditures made  
D Sauk Co Development Corp rent received quarterly (so April receipt to Treasurer)  
E Revolving loan payments received better than conservative budget estimate  
F Economic Development Authority grant for fiber optics extension reimbursed only after County match expended

## SAUK COUNTY FINANCIAL REPORT (Unaudited)

March 31, 2012

Percent of Year Complete	25.00%	2012 Expense Budget Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	2012 Revenue Budget Excluding Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	Department Net Favorable / (Unfavorable) to Budget
Department / Account Title								
General Fund Property Tax		0	0	--	-5,360,032	-1,340,008	25.00%	4,020,024
Miscellaneous Sales Tax		0	0	--	130	44	33.82%	(86)
County Sales Tax		0	0	--	6,852,601	884,788	12.81%	(5,967,603)
Shared Revenue		0	0	--	712,578	0	0.00%	(712,578)
Computer Aid		0	0	--	70,000	0	0.00%	(70,000)
Indirect Cost Reimbursement		0	0	--	128,171	32,043	25.00%	(96,128)
Arts & Humanities Grants		0	0	--	10,000	0	0.00%	(10,000)
Interest on Loan Payments		0	0	--	159	83	51.96%	(78)
Rent of County Buildings		0	0	--	75,364	21,932	29.10%	(53,432)
Sale of County-Owned Property		0	0	--	0	704	--	704
Miscellaneous Revenues		0	0	--	1,000	240	24.00%	(760)
Transfer from Health Care Center		0	0	--	600,000	0	0.00%	(600,000)
Miscellaneous Expenses		200	0	0.00%	0	0	--	200
Charitable/Penal Fines, Misc		1,811	906	50.01%	0	0	--	905
Contingency Fund		350,000	0	0.00%	0	0	--	350,000
Baraboo-Dells Airport		4,100	4,100	100.00%	0	0	--	0
Reedsburg Airport		4,100	0	0.00%	0	0	--	4,100
Sauk-Prairie Airport		4,100	4,100	100.00%	0	0	--	0
Tri-County Airport		15,655	15,655	100.06%	0	0	--	(10)
Wisconsin River Rail Transit		26,520	26,520	100.00%	0	0	--	0
Sauk County Libraries		951,893	950,608	99.86%	0	0	--	1,285
Arts & Humanities		73,751	11,651	15.80%	0	0	--	62,100
UW-Baraboo / Sauk County		80,000	80,000	100.00%	0	0	--	0
Sauk County Development Corp		67,528	67,528	100.00%	0	0	--	0
Transfer to Capital Projects		0	0	--	0	0	--	0
Transfer to Debt Service Fund		2,047,899	511,975	25.00%	0	0	--	1,535,924
Transfer to Health Care Center (for debt service)		512,414	128,104	25.00%	0	0	0.00%	384,310
<b>TOTAL GENERAL FUND NON-DEPARTMENTAL</b>		<b>4,139,971</b>	<b>1,801,155</b>	<b>43.51%</b>	<b>3,089,971</b>	<b>-400,164</b>	<b>-12.95%</b>	<b>(1,151,320)</b>
County Board		137,300	37,343	27.20%	137,300	34,325	25.00%	(3,018)
Clerk of Courts		1,235,530	286,621	23.20%	1,235,530	283,395	22.94%	(3,226)
Circuit Courts		611,115	135,584	22.18%	611,115	202,220	33.09%	66,856
Court Commissioner		223,775	54,932	24.55%	223,775	56,081	25.08%	1,149
Register in Probate		158,488	40,443	25.52%	158,488	37,381	23.58%	(3,082)
Accounting		444,494	92,787	20.87%	444,494	111,690	25.13%	18,923
County Clerk / Elections		346,883	90,919	26.21%	346,883	67,733	19.53%	(23,187)
Personnel		343,493	83,629	24.35%	343,493	85,243	24.82%	1,615
Treasurer		519,861	142,032	27.33%	519,861	294,892	56.75%	152,660
Register of Deeds		217,563	50,727	23.32%	217,563	48,783	21.50%	(3,944)
District Attorney / Victim Witness		436,932	110,779	25.35%	436,932	115,704	26.50%	5,016
Corporation Counsel		564,282	140,470	24.89%	564,282	136,924	24.27%	(3,545)
Surveyor		80,448	15,514	19.28%	80,448	20,112	25.00%	4,598
Building Services		2,512,156	600,542	23.92%	2,512,156	625,606	24.90%	125,064
Sheriff		12,879,923	3,097,258	24.05%	12,828,014	3,245,705	25.30%	200,356
Coroner		147,394	39,543	26.83%	147,394	36,846	25.00%	(2,695)
Emergency Management		175,043	38,966	22.26%	175,043	28,002	16.00%	(10,983)
Administrative Coordinator		169,680	42,048	24.78%	162,380	40,595	25.00%	5,847
Management Information Systems		1,989,386	338,489	17.01%	1,989,386	380,985	19.15%	42,476
Public Health		885,200	168,391	21.28%	866,355	205,733	23.75%	38,166
Home Nursing		708,848	180,502	25.54%	706,848	81,735	11.50%	(98,767)
WIC		351,740	77,530	22.04%	324,042	55,332	17.08%	5,500
Environmental Health		256,291	58,202	22.71%	256,291	36,877	14.39%	(21,325)
Child Support		849,114	213,945	25.20%	849,114	28,330	3.34%	(185,816)
Veterans Service		210,132	50,494	24.03%	204,223	48,181	23.59%	3,595
Parks		454,443	46,265	10.18%	290,661	47,052	16.18%	164,569
Conservation, Planning & Zoning		1,048,349	248,160	23.74%	1,594,432	240,883	15.11%	346,640
UW Extension		319,399	91,289	28.58%	317,909	79,382	24.97%	(10,416)
<b>TOTAL GENERAL FUND</b>		<b>33,315,013</b>	<b>8,294,520</b>	<b>24.90%</b>	<b>31,634,163</b>	<b>6,273,636</b>	<b>19.83%</b>	<b>(340,033)</b>
Aging & Disability Resource Center		1,623,418	389,105	23.97%	1,623,418	414,317	25.52%	25,212
Human Services		15,109,135	2,534,026	16.77%	15,109,135	2,663,565	17.63%	129,539
Jail Fund		145,000	36,250	25.00%	145,000	28,110	19.39%	(8,140)
Land Records Modernization		316,041	75,725	23.96%	150,000	37,813	25.21%	128,129
Landfill Remediation		179,900	12,198	6.78%	25,200	4,493	17.63%	146,995
Drug Seizures		18,500	0	0.00%	1,500	0	0.00%	17,000
Community Development Block Grant		592,198	0	0.00%	66,436	32,219	47.08%	555,981
CDBG Flood Recovery Small Business		31,788	8,476	26.66%	31,788	8,476	26.66%	0
CDBG Emergency Assistance Program		2,451,651	256,951	10.46%	1,998,156	657,628	32.92%	654,370
CDBG Housing Rehabilitation		577,000	58,972	10.22%	577,000	36,521	6.33%	(22,451)
<b>TOTAL SPECIAL REVENUE FUNDS</b>		<b>21,044,631</b>	<b>3,371,704</b>	<b>16.02%</b>	<b>19,729,635</b>	<b>3,883,342</b>	<b>19.66%</b>	<b>1,826,835</b>

## SAUK COUNTY FINANCIAL REPORT (Unaudited)

March 31, 2012

Percent of Year Complete

25.00%

Department / Account Title	2012 Expense Budget			2012 Revenue			Department Net Favorable / (Unfavorable) to Budget
	Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	Budget Excluding Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	
BUILDING PROJECTS FUND	747,576	0	0.00%	636,857	0	0.00%	110,719
DEBT SERVICE FUND	2,445,899	363	0.01%	2,445,899	611,413	25.00%	611,050
HEALTH CARE CENTER FUND	9,697,173	1,859,385	19.80%	9,554,473	2,272,852	23.79%	656,168
Highway	9,733,506	1,958,114	20.12%	9,083,506	2,658,248	29.26%	1,350,134
Insurance	72,050	5,783	8.04%	127,923	12	0.01%	(61,654)
Workers Compensation	279,964	129,777	46.35%	279,964	63,790	22.79%	(65,987)
TOTAL INTERNAL SERVICE FUNDS	10,085,520	2,093,665	20.76%	9,491,393	2,722,051	28.68%	1,222,493
Dog License	25,554	9,465	37.04%	30,965	13,659	44.11%	(1,217)
TOTAL TRUST & AGENCY FUNDS	25,554	9,485	37.04%	30,965	13,850	44.11%	(1,217)
TOTAL COUNTY	77,561,366	15,729,120	20.28%	73,523,385	15,776,953	21.46%	4,085,614

## SAUK COUNTY FUND BALANCES

	Preliminary	2012	March 31, 2012
	December 31, 2011	Net Income/Adj	
GENERAL FUND			
Nonspendable - Inventories	20,915		20,915
Nonspendable - Prepaid Items	180,366		180,366
Nonspendable - Long-Term Receivable (Delinquent Taxes)	2,489,745		2,489,745
Nonspendable - LT Receivable (Loan to Tri-County Airport)	9,442	-674	8,768
Restricted - Sales tax	379,956	-379,956	0
Assigned - Alice In Dairyland Trust	7,960	3	7,963
Assigned - Carryforward Funds	1,257,077		1,257,077
Assigned - Subsequent Yr Budgeted Fund Bal Use	1,680,850		1,680,850
*Unassigned - Working Capital	11,545,479	-103,311	11,352,168
*Unassigned	8,675,514	-1,446,945	7,228,569
TOTAL GENERAL FUND BALANCE	26,247,305	-2,020,883	24,226,421
* County Reserves (working capital and undesignated)	20,220,993	-1,640,256	18,680,737
OTHER FUNDS			
Aging & Disability Resource Center	348,217	25,212	373,429
Human Services	2,618,154	128,539	2,747,693
Jail Assessment	0	-6,140	-6,140
Land Records	775,660	-37,912	737,748
Landfill Remediation	5,312,153	-7,705	5,304,448
Drug Seizures	95,386	0	95,386
CDBG Revolving Loan Fund	461,412	32,219	493,631
CDBG Flood Recovery Small Business	57	0	57
CDBG Emergency Assistance Program	569,871	400,877	970,848
CDBG Housing Rehabilitation	1,271	-22,451	-21,179
Building Projects	130,515	0	130,515
Debt Service	5,248	611,050	616,298
Health Care Center	3,345,767	313,468	3,659,234
Highway	9,810,647	700,134	10,510,781
Insurance	481,167	-5,781	475,386
Workers Compensation	567,050	-65,987	501,069
Dog License	-4,806	4,194	-611
TOTAL ALL FUNDS' BALANCES	50,765,180	47,833	50,813,013

## CURRENT DEBT PRINCIPAL BALANCE

Communications Notes	865,000
Law Enforcement Center Bonds	275,000
2004 Law Enforcement Refunding Bonds	6,195,000
2005 Law Enforcement Refunding Bonds	8,750,000
2007 Health Care Center Notes	3,640,000
2009 HCC Refunding Bonds	4,830,000
2010 HCC Refunding Bonds	4,925,000
Principal Payments are Due October 1	30,480,000

Department of Administration - State administered formula grant from U.S. Department of Housing and Urban Development (HUD) for:

- Public Facilities (PF)
- Economic Development (ED) ((WECD) Wisconsin Economic Development Commission))
- Housing (Wisconsin Department of Administration)

### **Housing Program Overview**

Eligible Activities: Owner-occupied; Renter; Homebuyer; Public Facilities

Eligible Applicants: Low to moderate – income (LMI) benefit

Long term goal: Establishment of a Revolving Loan Fund to manage and invest in residential housing stock.

2012 CDBG Awards: Formulaic approach for distribution to regional consortia based upon: LMI households, age of housing stock, affordability, and unemployment.

Local RLF's will continue with existing monies and administering local revolving loan fund. Only new monies will be incorporated into consortia loans.

### **Housing Consortia**

#### Timeline

- Application Workshops in May 2012
- **Housing Consortia created by June 30, 2012:** Includes – establishing boundaries, identifying the lead county, and adopting a resolution by each participating county.
- Application deadline August 30, 2012
- Award Letters September, 2012
- Implementation Training November 2012
- Grant Contracts signed December 2012

### Process Overview

1. **Establish Boundaries:** Method of distribution will based on 6 - 8 regions comprised of county governments. Counties must belong to a Consortium for citizens to participate. The only way to apply for additional HOUSING funds is to be a consortia member. Southern Consortia: Sauk, Columbia, Dodge, Washington, Ozaukee, Iowa, Lafayette, Green, Rock, Walworth, Racine, Kenosha, Jefferson (Dane, Waukesha, Milwaukee – only non-entitlement communities; Janesville and Beloit are also entitlement communities).
2. **Designate Lead County:** Columbia County is the lead for the Southeastern consortia.  
**Responsibilities include:** Designate/hire Program Administrator; Oversee Program Design and Implementation; Apply for CDBG funding on behalf of Consortium; Fiscal - Establish Accounting, Submit Payment Requests; Policy / Monitoring / Federal Compliance.
3. **Adopt Resolutions – all participating counties.**
  - **Appoint Housing Committee - Membership:** At least one member from each County; Attend regular meetings.
4. **Identify Spending Priorities – this is done by the Housing Committee**
  - Option 1 - First come first served
  - Option 2 - Equal distribution between counties
  - Option 3 - Targeting areas in need
  - Option 4 - Combination of aforementioned options
5. **Hire Program Administrator**
6. **Sign Cooperative Agreement - Due with Consortia's Application Form.**

SAMPLE RESOLUTION  
Cooperation Agreement for CDBG Program

This agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between \_\_\_\_\_ and \_\_\_\_\_.

WITNESSED:

WHEREAS, \_\_\_\_\_ has (have) an identified need in the \_\_\_\_\_ Housing County Consortium to provide decent housing, and

WHEREAS \_\_\_\_\_ contemplates submitting jointly with \_\_\_\_\_ an application for funds under the Community Development Block Grant - (CDBG) housing program of the Wisconsin Division of Housing (DOH) for the purpose of meeting those needs, and

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_ desire to and are required to, enter into a written cooperative agreement with each other to participate in such CDBG program, and

WHEREAS, \_\_\_\_\_ and \_\_\_\_\_ understand that \_\_\_\_\_ County will act as the applicant and will have the ultimate responsibility to assume all obligations under the terms of the grant including assuring compliance with all applicable laws and program regulations and performance of all work in accordance with the grant contract.

WHEREAS, it is understood that the Department of Housing and Urban Development and DOH have access to all participants' grant records and authority to monitor all activities,

NOW, THEREFORE, pursuant to Wisconsin Statutes 66.0301, the \_\_\_\_\_ and \_\_\_\_\_ agree to cooperate in the submission of an application for such funds, and agree to cooperate in the implementation of the submitted CDBG program, as approved by the Department of Administration.

Nothing contained in this agreement shall deprive any municipality of any power or zoning, development control or other lawful authority which it presently possesses.

ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST: \_\_\_\_\_, Clerk

The above Cooperation Agreement has been authorized by the governing body of \_\_\_\_\_ by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_.

On behalf of \_\_\_\_\_:

\_\_\_\_\_  
(Name, Title)

(REPEATED FOR EACH PARTY TO THE AGREEMENT)

# May 2012

Monday	Tuesday	Wednesday	Thursday	Friday
30	1	2	3	4
5 05:00 PM - 07:00 PM Human Services Committee Location: County Board Ga	6	7	8 05:00 PM - 07:00 PM Highway & Parks Committee Location: Hwy Shop, 620 S	9
12	13	14	15	16
21 05:30 PM - 07:30 PM Public Health Committee Location: ETN Room, 3rd	22	23 05:00 PM - 07:00 PM UW Ext Arts & Culture Con Location: ETN Room, 3rd	24	25
28	29	30	31	1



# June 2012

Monday 28	Tuesday 29	Wednesday 30	Thursday 31	Friday 1
<p>05:00 PM - 07:00 PM Property &amp; Insurance Com Location: EMBS Conferen</p> <p>05:00 PM - 07:30 PM Human Services Committe Location: County Board Ga</p>		<p>05:00 PM - 08:00 PM Executive &amp; Legislative Co Location: Room 213, West</p>		
<p>05:00 PM - 07:00 PM Aging, &amp; Disability Rescou Location: West Square Bu</p>	<p>04:30 PM - 06:30 PM Personnel Committee Location: Room 213, West</p> <p>05:00 PM - 07:00 PM Finance Committee Location: B30, West Squar</p> <p>05:30 PM - 07:30 PM Law Enforcement Committe Location: LEC, 1300 Lang</p>		<p>05:30 PM - 07:30 PM Health Care Center Comm Location: HCC, 1051 Clark</p>	

ORDINANCE NO. 9-2012

**PETITION 7-2012. APPROVING THE REZONING OF LANDS IN THE TOWN OF BARABOO FROM A RESOURCE CONSERVANCY 35 TO A RECREATIONAL-COMMERCIAL ZONING DISTRICT FILED UPON DONNA & DANIEL MEISE, APPLICANT AND PROPERTY OWNER.**

**WHEREAS**, a public hearing was held by the Planning, Zoning, and Land Records Committee upon petition 7-2012 as filed by Donna & Daniel Meise for a change in the zoning of certain lands from a Resource Conservancy 35 to Recreational-Commercial Zoning District; and

**WHEREAS**, the purpose of the request, as stated by the applicant, is to bring into compliance a relocated and expanded campground, allow for future campground expansion, location of two single family homes on the same parcel, and possible sale of items not produced on the premises; and

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

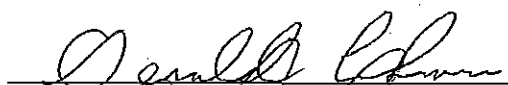
**WHEREAS**, the Planning, Zoning, and Land Records Committee reviewed and discussed the request as described in petition 7-2012; and

**WHEREAS**, your Committee, based upon the facts of the request and public testimony heard at the public hearing on April 12, 2012, recommended to the Sauk County Board of Supervisors that the petition be approved; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more specifically described in petition 7-2012, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

For consideration by the Sauk County Board of Supervisors on May 15, 2012.


Respectfully submitted,  
**PLANNING, ZONING, & LAND RECORDS COMMITTEE**

  
GERALD LEHMAN, CHAIR

  
JUDY ASHFORD

  
JOEL GAALSWYK

  
FREDERICK HALFEN

  
DON NOBS

Fiscal Note: No Impact  
MIS Note: No Impact

OFFICE OF  
SAUK COUNTY PLANNING AND ZONING

SAUK COUNTY WEST SQUARE BUILDING

505 BROADWAY

BARABOO, WI 53913

Telephone: (608) 355-3285

**NOTICE**

PLEASE TAKE NOTICE, that the Planning, Zoning and Land Records Committee of the Sauk County Board of Supervisors will hold a public hearing on April 12, 2012, at 8:30 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 7-2012 Rezone. A petition to rezone certain lands in the Town of Baraboo, County of Sauk, Wisconsin, from a Resource Conservancy 35 to a Recreational-Commercial Zoning District. Lands are owned by Daniel & Donna Meise.

Lands to be affected by the proposed rezone are located in Section 15, T11N, R6E, Town of Baraboo, Sauk County, Wisconsin and further described as parcel # 002-0446-00000 and under Petition 7-2012. Said area to be rezoned contains 34.77 acres more or less.

- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

- II. A. The proposed rezone will bring into compliance a relocated and expanded campground, allow for possible future campground expansion, location of two single family homes on the same parcel, and possible future sale of items not produced on the premises.

- B. Any person desiring more information may contact the Sauk County Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3245).

Date: March 14, 2012

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

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

To be published March 26, 2012 and April 2, 2012

For office use only: Pet. No. 7-2012

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



**Staff Report**  
**Conservation, Planning, and Zoning**  
**Daniel & Donna Meise, Rezone Petition 7-2012**

*Hearing Date: April 12, 2012*

**Applicant:**

Daniel & Donna Meise

**Staff:**

Brian Simmert, CPZ

355-3245

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

**Current Zone:**

Resource Conservancy-35

**Proposed Zone:**

Recreational-Commercial

**Comprehensive Plans:**

Town of Baraboo Comprehensive Plan

**Other Plans:**

Sauk County Agricultural Preservation Plan

**Lot Size/Area to be Rezoned:**

34.77 acres

**Applicable Zoning Regulations:**

7.08 Recreational Commercial Zoning District

**Notification:**

(by U.S. mail, except newspaper)  
March 14, 2012: Newspaper (BNR)  
March 14, 2012: PZLR Committee  
March 14, 2012: Town Clerk  
March 14, 2012: Neighboring Landowners

**Town Board Approval:**

Yes, October 8, 2007

**Exhibits:**

- A. Map (prepared by CPZ staff)
- B. Farmland Preservation Plan Map
- C. Town Comprehensive Plan Future Land Use Map

**Request**

Daniel & Donna Meise are requesting a rezone from a Resource Conservancy-35 to a Recreational-Commercial zoning district. The property is located approximately 1.5 miles south of the City of Baraboo.

**Legal Description of Area**

Part of a parcel located in the part of the N ½, SW ¼ Section 15, T11N, R6E, Town of Baraboo. The legal description defining the area to be rezoned is filed under this petition and is more particularly described as parcel # 002-0446-00000

**Background**

The subject property consists of a relocated and expanded campground and a single family residence. The current owners wish to expand the campground in the future, construct a second single-family home on the same parcel, and provide for possible future sales of items not produced on the premises. The rezone to Recreational-Commercial is required to accommodate the aforementioned campground expansion and land uses. Both the campground expansion and second home will require the issuance of a Special Exception by the Sauk County Board of Adjustment.

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

Direction	Zoning	Land Use
Property	RC-35	Residence and campground
North	RC-35	Residence/woods
South	RC-35	Residence/wetland
East	RC-35	Residence/USH 12
West	RC-35	Field

**Analysis**

The proposed rezone appears to be consistent with the Town of Baraboo Comprehensive Plan as the Plan's Future Land Use Map recognizes the uses on this property to be Limited Recreation-Commercial.

The proposed rezone is not entirely consistent with the Sauk County Agricultural Preservation Plan Map which identifies this land as a preservation area. However, the campground use and associated uses related to camping predated both the adoption of RC-35 Zoning by the Town of Baraboo and the Agricultural Preservation Plan, therefore the rezone is substantially consistent with the Agricultural Preservation Plan.

#### **Standards for Rezoning per 7.05B(5)**

There are no standards for rezoning out of the Resource Conservancy 35 Zoning District, however the Planning, Zoning, and Land Records Committee may consider the standards for rezoning lands out of an Exclusive Agricultural District as guidance to their decision making process. These standards are as follows:

- (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable amount of time as determined by the Agency.
- (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide such facilities.
- (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- (d) Potential conflict with remaining agricultural lands and uses in the area.
- (e) Need for the proposed development in the location specified.
- (f) Availability of alternative locations.
- (g) Productivity of the agricultural lands that are involved or affected.
- (h) Whether the development as proposed is located to minimize the amount of agricultural land converted.

#### **Standards for Special Exception Permit per 7.09(4)(b)**

While the Planning, Zoning, and Land Records Committee does not consider Special Exception Permits, the standards utilized by the Sauk County Board of Adjustment may provide additional guidance to the Committee when considering the rezone. These standards will also be utilized by the Board of Adjustment when considering the special exception for a campground and second residence. The standards are as follows:

- 1. Not cause unusual public service needs.
- 2. Not substantially impair or diminish the uses, values and enjoyment of other property in the surrounding area for purposes already permitted.
- 3. Provide safe access and adequate parking facilities.
- 4. Provide access for emergency vehicles.
- 5. Provide responsible surface water management.
- 6. Not cause air, water or noise pollution or adversely affect rare or irreplaceable natural areas.

#### **Committee Action Options**

Approve Petition 7-2012, based on the facts of the request presented at the public hearing, consistency with the Town of Baraboo Comprehensive Plan recognizing the area for limited recreational-commercial uses, substantial consistency with the Agriculture Preservation Plan and Plan Map, standards for rezoning lands being considered, and approval by the Town of Baraboo Town Board.

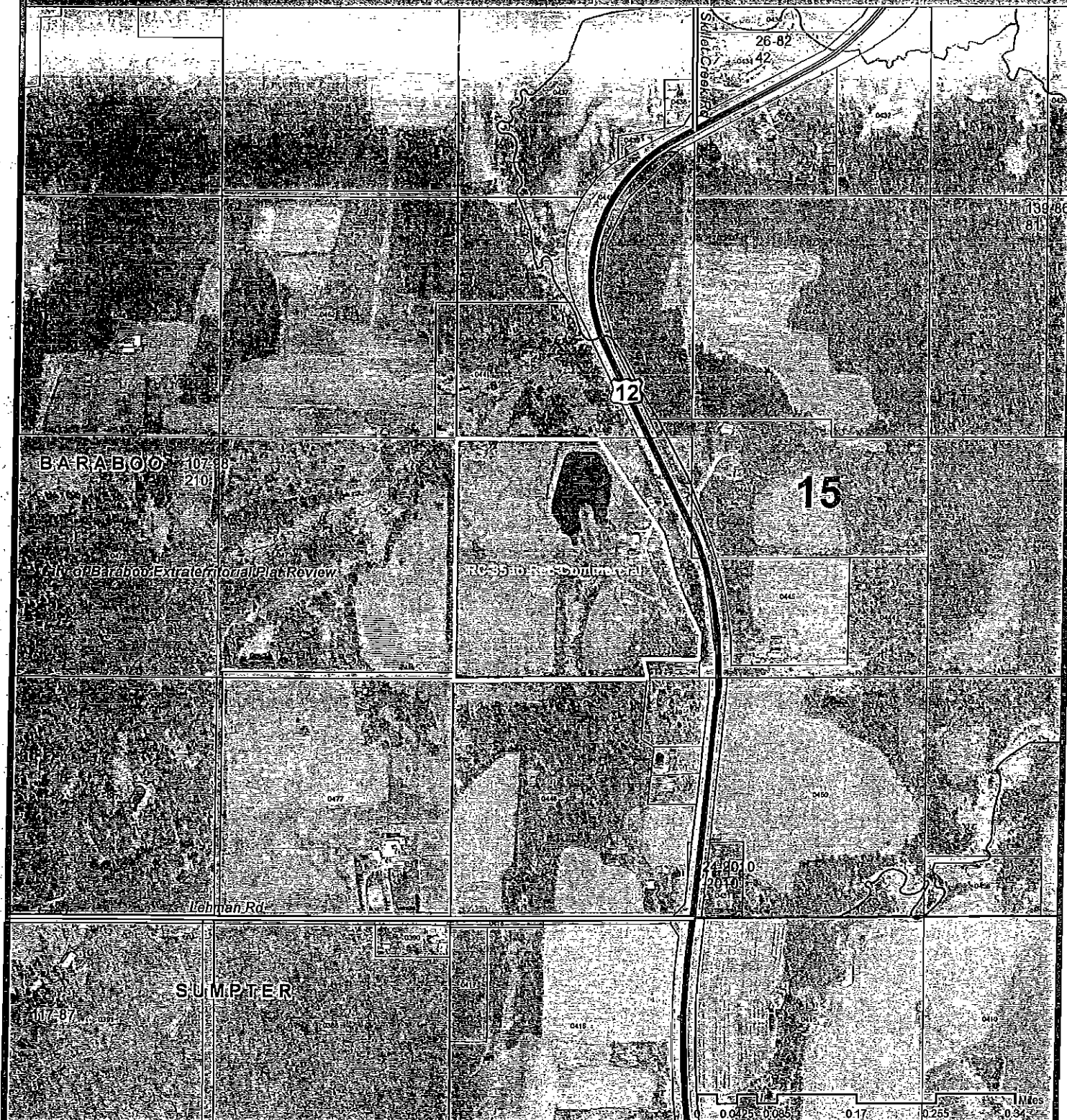
Disapprove Petition 7-2012, based on the facts of the request presented at the public hearing and the standards for rezoning lands not being met.

Modify and Approve Petition 7-2012. Not recommended.

#### **Staff Recommendation**

Staff recommends approval of Petition 7-2012.

# Daniel & Donna Meise, Rezone Petition 7-2012



ORDINANCE NO. 10 - 2012

ADOPTING SECTION 30.65 OF THE SAUK COUNTY CODE OF ORDINANCES  
PERTAINING TO THE COUNTY SURVEYOR

**WHEREAS**, the current term for the County Surveyor is expiring at the end of 2012, and elections will be held for a successor Surveyor in November of 2012; and,

**WHEREAS**, most counties in the State of Wisconsin no longer have elected county surveyors, having transitioned to an appointed surveyor or contract with a qualified firm for the services of county surveyor; and,

**WHEREAS**, after evaluation of the merits of both, it was determined that the position of County Surveyor should continue to be elected, but the duties of the position need to be clarified; and,

**WHEREAS**, it is desirable to clarify the duties that the County Surveyor must perform as part the authorized compensation provided for the position.

**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors, met in regular session, that Sauk Co. Code § 30.65 is hereby adopted as contained on the attached Addendum to be effective on January 7, 2013.

For consideration by the Sauk County Board of Supervisors on May 15, 2012.

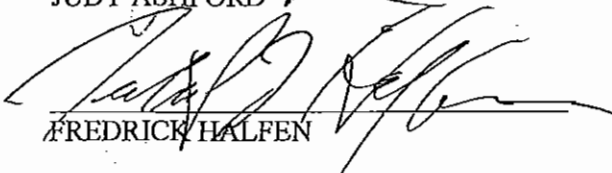
Respectfully submitted:

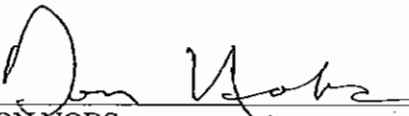
PLANNING, ZONING & LAND RECORDS COMMITTEE

  
GERALD LEHMAN, Chair

  
JUDY ASHFORD

JOEL GAALSWYK

  
FREDRICK HALFEN

  
DON NOBS

**FISCAL NOTE:** This Ordinance establishes the customary and ordinary duties of the County Surveyor, expectations regarding office hours. Compensation has been established separately although this ordinance provides certain controls and clarifications on the compensation of the Surveyor. *YB*

**MIS NOTE:** No impact.

## ADDENDUM

**30.65 County Surveyor.** (1) Sauk County shall designate either an elected or appointed County Surveyor at the discretion of the County Board.

(2) The County Surveyor is expected to perform the duties prescribed in Wis. Stat. § 59.45(1) and Wis. Stat. § 59.74(2)(b) (i) and (j) and the duties herein prescribed as follows:

(a) Make, personally or by a deputy, a record, in books or on drawings and plats that are kept for that purpose, of all corners that are set and the manner of fixing the corners and of all bearings and the distances of all courses run, of each survey made personally, by deputies, or by other land surveyors and arrange or index the record so it is an easy-to-use reference and file and preserve in the office the original field notes and calculation thereof. Within 60 days after completing any survey, the County Surveyor shall make a true and correct copy of the foregoing record in record books or on reproducible papers to be furnished by the County and kept in files in the office of the county surveyor to be provided by the county.

(b) Furnish a copy of any record, plat, or paper in the office to any person on demand and upon payment to the county of the required fees.

(c) Administer to every survey assistant engaged in any survey, before commencing their duties, an oath or affirmation to faithfully and impartially discharge the duties of survey assistant, and the deputies are empowered to administer the same.

(d) Perform duties required of a County Surveyor pursuant to Wis. Stat. § 59.74(2)(b). Upon receipt of notice under Wis. Stat. § 59.74(2)(b) 1 the County Surveyor shall within a period of not to exceed 30 working days make an inspection of the landmark, and, if he or she considers it necessary because of the public interest to erect witness monuments to the landmark, he or she shall erect 4 or more witness monuments or, if within a municipality, may make 2 or more offset marks at places near the landmark where they will not be disturbed. The County Surveyor shall make a survey and field notes giving a description of the landmark and the witness monuments or offset marks, stating the material and size of the witness monuments and locating the offset marks, the horizontal distance and courses in terms of the references set forth in Wis. Stat. § 59.45(1)(a) 2 that the witness monuments bear from the landmark and, also, of each witness monument to all of the other witness monuments. The County Surveyor may also make notes as to such other objects, natural or artificial, that will enable anyone to locate the position of the landmark. The County Surveyor upon completing the survey shall make a certified copy of the field notes of the survey and record it as provided under Wis. Stat. § 59.45(1).

(e) Establish and perpetuate the records of the corners of the public land survey and check and establish or reference and reestablish at least 5% of all corners originally established in the County by government surveyors, so that every 20 years or less all the original corners will be established or reestablished and thereafter perpetuated.

(f) Coordinate with town, County and state highway departments to ensure preservation and perpetuation of corners during highway construction and ensure that the filings required by Wis. Stat. § 59.74(2)(h) are made.

(g) Create and maintain the following:

1. Paper and digital records and a map of all corner locations and evidence relating thereto.
2. A map of all corners and their status with respect to existing coordinates, tie sheets, bounty requests, and contract remonumentation.

(h) Perform the following duties with regard to plats of survey:

1. Review plats for accuracy and compliance with state law and County ordinance.
2. Coordinate filings with the County Land Information Officer to ensure that as plats are submitted, they are numbered and scanned into the digital and searchable database and ensure the database is current, accurate, and up to date.

(i) Review certified survey maps for compliance with state law and County ordinance.



(j) Respond to inquiries from land surveyors or members of the public on all matters pertaining to this section or the duties of a county surveyor required by this section or state law.

(k) Maintain regular office hours as provided herein.

(l) Administer a remonumentation bounty program subject to appropriation and authorization by the County Board as follows:

1. Establish an annual plan for the remonumentation and perpetuation of corners subject to approval by the Land Information Council and the Conservation, Planning & Zoning Committee.

2. Establish requirements for participation in the remonumentation bounty program and procedures for payment of the bounty.

(m) The compensation of the County Surveyor shall be established by resolution of the County Board.

(3) The County Board shall establish by resolution an hourly rate to be paid to the County Surveyor by members of the public, the court, or the County for work required pursuant to Wis. Stat. § 59.45(1)(a)1 and such other amounts required for the operation of the office of county surveyor. Reimbursement for additional work shall be subject to Sauk County's Financial Policies. Nothing contained herein shall authorize the expenditure of funds not budgeted.

(4) The County Surveyor shall maintain regular office hours once each week at the Sauk County West Square Building at a regular and designated time and day of the week, which hours shall be not less than 4 hours each week between the hours of 8:00 a.m. and 4:30 p.m. The salary established for the elected County Surveyor shall be the exclusive compensation for work performed during regular office hours.

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Section 30.04 was created and adopted by the Sauk County Board of Supervisors on November 12, 1991. Amended by the Sauk County Board of Supervisors on May 17, 2005 - Ordinance No. 62-05. Section 30.60 was created and adopted by the Sauk County Board of Supervisors on July 15, 2008 - Ordinance No. 67-08. Section 30.07 was created and adopted by the Sauk County Board of Supervisors on December 20, 2011 - Ordinance No. 122-11. ~~Amended by the Sauk County Board of Supervisors on May 15, 2012 - Ordinance No. 72-02.~~

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**Authorizing Amendments to the 2011 Budget**

WHEREAS, throughout the year, various additional funds become available that require no additional County matching funds or are expansions of existing grant funding and programs; and,

WHEREAS, throughout the year, additional expenditures are incurred for which funding is available; and,

WHEREAS, expenditure of these additional funds sometimes causes a department to exceed their expenditure appropriations, while not exceeding their net budget or available fund balances, as summarized below:

**Departments Exceeding Expenditure Budgets, But Offsetting Revenues or Fund Balances Exist**

Amount	Department	Primary Reason for Variance	Revenue Source
\$12,297	Aging & Disability Resource Center	Due to additional grant funds being available, central service department costs could be charged to the ADRC	Grants received
\$97,712	Community Development Block Grant - Economic Development	Flood Recovery Small Business loan repayments, which are transferred to this fund, were less than expected.	Fund balance from previously collected proceeds is available.
\$314,230	Community Development Block Grant – Emergency Assistance Program	Grant reimbursement of expenditures received in subsequent year.	Grants received completely fund expenditures.
\$29,286	Debt Service	Interest earnings on invested funds lagged budget. Jail assessment transfer reduced.	Available debt service fund balance.
\$3,565	Dog License Fund	License sales lagged budget. Payment of prior year net collections to Humane Society higher than anticipated in budget.	Fund will have negative balance, and 2012 payment to Humane Society will be adjusted.
\$44,722	Insurance Fund	Beginning 2011 fund balance met the minimum required by policy, so lower charges to departments were needed. These charge revenues had been anticipated in the budget.	Fund balance for this purpose is available.
\$4,163	Jail Assessment	Shortfall in jail assessment fees collected through citations.	Transfer to debt service reduced to keep fund from being in a negative position.
\$161,209	Workers Compensation	Payment of ongoing claims paid by insurance company prior to becoming self insured were not anticipated in the budget.	Fund balance for this purpose is available.

Resolution 47 - 12 Authorizing Amendments to the 2011 Budget

WHEREAS, one General Fund department's net budget, expenses less revenues to be received, was exceeded in 2011 due to either expenses being greater than anticipated or revenues being less than anticipated; and

WHEREAS, the following departments exceeded their 2011 appropriations:

**Departments Exceeding Overall Budgets**

Amount	Percent of Budget	Department	Primary Reason for Variance
\$9,185	6.78%	Coroner	Autopsy and vehicle fuel expenses exceed budget.
\$9,185	Total Requiring Transfer from Contingency Fund		

NOW, THEREFORE, BE IT RESOLVED that the 2011 budgets of the above-described departments that did not exceed their net appropriations be amended to appropriate the additional funds received or fund balances as proper; and,

BE IT FURTHER RESOLVED, that \$9,185 be transferred from the 2011 contingency fund to the above-described department's 2011 budget that was exceeded when fund balances were not available.

For consideration by the Sauk County Board of Supervisors on May 15, 2012.

**SAUK COUNTY FINANCE COMMITTEE**

  
TOMMY LEE BYCHINSKI

  
JASON LANE

  
JOAN FORDHAM

  
ANDREA LOMBARD

  
WILLIAM F. WENZEL

FISCAL NOTE: \$350,000 is available in the 2011 Contingency Fund to fund these departments' overdrawn appropriations of \$9,185. *YLB*

INFORMATION SYSTEMS NOTE: No information systems impact.

RESOLUTION NO. 48 - 2012

**APPROVING RELEASE OF A REQUEST FOR PROPOSAL/QUALIFICATION  
SOLICITING VENDORS TO DESIGN, BUILD AND OPERATE A  
RESIDENCE HALL ON THE UNIVERSITY OF WISCONSIN-  
BARABOO/SAUK COUNTY CAMPUS**

**WHEREAS**, in 1966, the County of Sauk and the City of Baraboo jointly purchased certain real property that was improved and developed on a joint basis to become the University of Wisconsin - Baraboo/Sauk County (UW-BSC); and,

**WHEREAS**, in 1969, the University of Wisconsin - Baraboo/Sauk County Campus Commission (Commission) was created and comprised of County Board and City Common Council members to oversee the County's and City's interest in the Campus, and to serve as a partner to the University of Wisconsin in operating the Campus; and,

**WHEREAS**, UW-BSC's operation is premised on being a cooperative venture between the Joint Owners of the Campus, Sauk County and the City of Baraboo (Joint Owners), and the UW Colleges of the University of Wisconsin System; and,

**WHEREAS**, the Administration of UW-BSC and the Commission have long been concerned with ensuring that UW-BSC continues to thrive, and it has become apparent that there is a demand for on-campus housing that will enhance the educational experience of students at the UW-BSC; and,

**WHEREAS**, the Administration of UW-BSC and the Commission believe that it may be possible to enter into a public private partnership for on-campus housing that may include the construction and operation of a residence hall under contract with UW-BSC and the Joint Owners; and,

**WHEREAS**, the Commission believes that it is advantageous to the UW-BSC, the Campus and the Joint Owners to determine whether a public private partnership arrangement could provide for the construction and operation of a residence hall at no cost to UW-BSC or the Joint Owners.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the University of Wisconsin - Baraboo/Sauk County Campus Commission is authorized and directed to work with the Administration of the University of Wisconsin - Baraboo Sauk/County to develop a competitive Request for Proposal/Qualification seeking qualified vendors to evaluate interest in the construction and operation of a residence hall on campus land owned by the Joint Owners and to release and advertise the Request for Proposal/Qualification; and,

**BE IT FURTHER RESOLVED**, that the final lease of land and agreement with a potential vendor for the construction and operation of the residence hall will be subject to approval by the Joint Owners through the Sauk County Board of Supervisors and the City of Baraboo Common Council, and review by the Corporation Counsel and City Attorney.

RESOLUTION NO. 48 - 2012  
Page 2

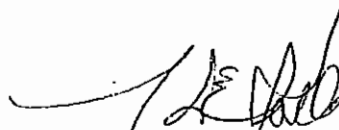
For consideration by the Sauk County Board of Supervisors on May 15, 2012.

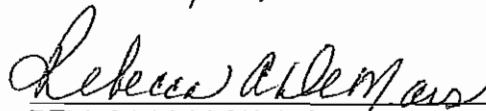
For consideration by the Common Council of the City of Baraboo on May 8, 2012.

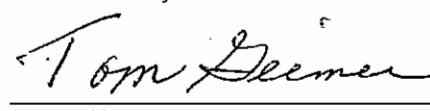
Respectfully submitted:

UNIVERSITY OF WISCONSIN - BARABOO/SAUK COUNTY CAMPUS COMMISSION

  
PHIL WEDEKIND, Chairman

  
TOM KOLB, Vice Chair

  
REBECCA DEMARS, Secretary

  
TOM GEIMER

\_\_\_\_\_  
LOWELL HAUGEN

  
CHERYL GIESE

  
ANDREA LOMBARD

**FISCAL NOTE:** It is contemplated that any agreement will not result in any expense to the Joint Owners as the Residence Hall is expected to operate at a profit and be financed through private financing. *KPB*

**MIS NOTE:** No MIS impact.

s:\ccounsel\92\92residencehall12res.doc



## MINUTES

### Sauk County Board of Supervisors – Regular Meeting

Tuesday, June 19, 2012

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

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Call to order: 6:00 P. M.

**Certify compliance with Open Meeting Law.**

**Roll call.** PRESENT: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. ABSENT: (0)

**Invocation and pledge of allegiance.**

MOTION (Carlson/Stehling) to adopt amended agenda. **Motion carried unanimously.**

MOTION (Alexander/Smoke) to approve minutes of previous session of May 15, 2012. **Motion carried unanimously.**

#### **Scheduled appearances:**

Chair Krueger requested the U.W. Extension personnel staff comes forward to introduce themselves and receive acknowledgement on celebrating "100 years of Cooperative Extension."

#### **Public Comment:**

Walt Smith, Baraboo representing the Baraboo Candy Company, regarding BD access and signage.

#### **Communications:**

a. WCA Letter dated 06/08/12: Appointment of WCA 2<sup>nd</sup> Vice-President/Sauk Co. Board Chair Marty Krueger to serve as Chair of the WCA Resolutions Committee for 2012. (Note: Vice-Chair Joan Fordham also appointed to same committee).

b. WCA Letter dated 06/05/12: 2012-2013 NACO Steering Committee nominations.

**Bills & referrals:** None.

**Claims:** None.

#### **Appointments:**

##### **Board Of Adjustment:**

Citizen member: Reappointment of Nicholas Ladas, 3 year term expires 6/30/2015

**Ethics Inquiry Board:**

Citizen member: Reappointment of Attorney James C. Bohl, 3 year term expires 4/17/2015

**Revolving Loan Fund Committee:**

Citizen members: Reappointment of John "Jack" Schluter & Patricia Yanke,  
2 year term expires 4/17/2014

MOTION (Tollaksen/Lane) to approve all appointments. ROLL CALL VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger.

NAY: (0). ABSENT (0). Motion carried unanimously.

**Unfinished Business:** None.

**Reports: Informational, no action required:**

- 1) Rebecca A. DeMars, 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): None.
- 2) Cindy Bodendein, Public Health Director & Steve Pate, MIS Director – New Records Management System for the Public Health Department..
- 3) Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.
- 4) Marty Krueger, County Board Chair
  - a. Hwy 12/BD Stakeholder Process with Economic Development Committee.
  - b. Strategic Review Meetings.
  - c. June ICC Meeting.
  - d. Gaalswyk Memorial Service.
- 5) Kathryn Schauf, Administrative Coordinator:
  - a. Regionalization of CDBG Housing
  - b. Presentations by Criterion on Organizational Analysis of Sheriff's Department.

**Consent Agenda.** None.

**Resolutions & Ordinances.**

**COMMUNICATIONS INFRASTRUCTURE:**

**Resolution 49 - 2012 Authorization To Contract With Central Cable Contractors, Inc. For The Underground Fiber Optic Cable Construction And To Direct Purchase Duct And Additional Related Materials:** MOTION (Bychinski/ Detter). Tim Stieve, Emergency Management, Buildings & Safety Administrator provided information on vendor and project details. VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT (0). Motion carried unanimously.

**CONSERVATION, PLANNING AND ZONING:**

**Resolution 50-2012 Authorizing Director Of Conservation, Planning And Zoning Department To Sign Grant Application (s) With Wisconsin DNR:** MOTION (Polivka/Nobs). VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT (0). Motion carried unanimously.

**EXECUTIVE & LEGISLATIVE:**

**Resolution 51-2012 Authorizing The Purchase Of A Wireless Network System For The Historic Courthouse And West Square Facilities:** MOTION (Wenzel/Lane). VOTE:

AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (0). Motion carried unanimously.

**Resolution 52-2012 Authorizing Reimbursement For Attendance At The WCA Conference in La Crosse:** MOTION (Alexander/Carlson). Makers of the motion emphasized on the educational value from these conferences. VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (1). Von Asten. ABSENT (0). Motion carried.

At this time; Chair Krueger addresses the board regarding conference availability and to please contact the County Clerk if interested.

**Resolution 53-2012 Authorizing Sauk County Cooperation Agreement For Community Development Block Grant (CDBG) Program:** MOTION (Lane/Fordham). Discussion in support of and opposition to resolution. Kathryn Schauf, Administrative Coordinator provided an overview of CDBG regional consortia program process and priorities.

MOTION (Hartje/Lehman) for the previous question (to end discussion). VOTE: AYE: (29) Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2). Smoke and Kriegl. ABSENT (0). Motion to end discussion carried.

VOTE ON ORIGINAL MOTION (Lane/Fordham) VOTE: AYE: (25) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Lane, Riek, Miller, Von Asten, Ashford, Polivka, Carlson, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (6). Tollaksen, Dawson, Lombard, Nobs, Stevens and Peper. ABSENT (0). Motion carried.

**Resolution 54-2012 Amending Board Structure By Increasing The Size Of The Communications Infrastructure Committee And Eliminating The Living Learning Center Committee:** MOTION (Fordham/Ashford). Discussion in support of and opposition to resolution. Chair Krueger addressed the board to clarify any confusion or uncertainty for this amendment.

MOTION (Peper/Tollaksen) for the previous question (to end discussion). VOTE: AYE: (26) Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (5). Smoke, Kriegl, Dietz, Miller and Von Asten. ABSENT (0). Motion to end discussion carried.

Chair Krueger reminds board this resolution will require a two thirds vote to pass.



VOTE ON ORIGINAL MOTION: (Fordham/Ashford) VOTE: AYE: (26) Smoke, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (5). Kriegl, Dietz, Riek, Miller and Von Asten. ABSENT: (0). **Motion carried.**

**EXECUTIVE & LEGISLATIVE, and CONSERVATION, PLANNING AND ZONING:**

**Resolution 55-2012 Authorizing The Purchase Of The ID Protect Electronic Redaction System For The Register Of Deeds:** MOTION (Polivka/Stevens) VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (0). **Motion carried unanimously.**

**EXECUTIVE & LEGISLATIVE, ECONOMIC DEVELOPMENT and HIGHWAY & PARKS:**

**Resolution 56-2012 Requesting The State Of Wisconsin Department Of Transportation Develop A Proactive Approach To Signage On The U. S. Highway 12 By-Pass In Order To Provide Support To Businesses That May Be Negatively Impacted By Highway Improvements:** MOTION (Wenzel/Tollaksen). Supervisor Halfen requested Corporation Counsel to create an additional "Whereas" clause to include Sauk County's sign ordinance. MOTION (Halfen/Kriegl) to amend resolution to include additional language "***WHEREAS; Sauk County regulates the placement of signage pursuant to Sauk Co. Code Ch. 7.***" Further discussion in support of and opposition to amendment.

MOTION (Halfen/Tollaksen) for the previous question (to end discussion) on the amendment. VOTE: AYE: (29) Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2). Smoke and Kriegl. ABSENT (0). **Motion to end discussion carried.**

VOTE on motion to amend resolution: (Halfen/Kriegl). VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2). Riek and Detter. ABSENT (0). **Motion carried.**

VOTE ON ORIGINAL MOTION: (Wenzel/Tollaksen) VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (0). **Motion carried unanimously.**

**Resolution 57-2012 Requesting The State Of Wisconsin Department Of Transportation To Erect Signage On Interstate 90/94 And The U.S. Highway 12 By-Pass That States A Complementary Name To County Trunk Highway BD:** MOTION (Lehman/Alexander). VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). **Motion carried unanimously.**

**PROPERTY & INSURANCE:**

**Resolution 58A-2012 Authorization To Contract With Technology Solutions Group Inc. To Complete Phone System Upgrades:** MOTION (Riek/Von Asten). Tim Stieve, Emergency Management, Buildings & Safety Administrator responded to questions regarding project cost and vendor selection. VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2). Von Asten and Stevens. ABSENT: (0). Motion carried.

**REVOLVING LOAN FUND:**

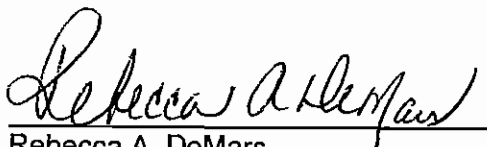
**Resolution 58-2012 Approving Community Development Block Grants – Revolving Loan Fund:** MOTION (Bychinski/Lane). Discussion in support of and opposition to approve lending. Kathryn Schauf, Administrator Coordinator responded to questions regarding the application process and sole purpose of funding economic development loans such as this. The business accountant for Wai Ling Suen, *dba Golden Buffet Baraboo LLC* with overview on the business plan, market analysis and company's financials.

MOTION (Nobs/Stehling) for the previous question (to end discussion). VOTE: AYE: (29) Smoke, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2). Kriegl, Riek. ABSENT (0). Motion to end discussion carried.

VOTE ON ORIGINAL MOTION: VOTE: AYE: (28) Smoke, Meister, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (3). Kriegl, Hartje and Stevens. ABSENT (0). Motion carried.

MOTION (Dawson/Netzing) to adjourn until Tuesday, July 17, 2012 @ 6:00 p.m. Motion carried unanimously.

Adjournment: 9:50 P.M.



Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: July 17, 2012

**State Of Wisconsin, County of Sauk:** I certify that the above is a true and correct copy of the June 19, 2012 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

*Original documents & CD recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286  
[www.co.sauk.wi.us](http://www.co.sauk.wi.us)*



WISCONSIN  
COUNTIES  
ASSOCIATION

RECEIVED

JUN 11 2012

SAUK COUNTY BOARD CHAIR  
DAVID H. KRUEGER

22 EAST MIFFLIN STREET, SUITE 900  
MADISON, WI 53703  
TOLL FREE: 1.866.404.2700  
PHONE: 608.663.7188  
FAX: 608.663.7189  
www.wicounties.org

June 8, 2012

Marty Krueger  
Sauk County Board Chair  
WCA Second Vice-President  
346 Warren Avenue  
Reedsburg, WI 53959

Dear County Board Chair Krueger:

It is my pleasure to appoint you to serve as Chair of the Wisconsin Counties Association's Resolutions Committee for 2012. I believe your experience in county government will serve as a valuable asset in this role. WCA Legislative Director Jon Hochkammer and WCA Senior Legislative Associate Sarah Diedrick-Kasdorf will staff the Committee and are ready to assist you in your efforts.

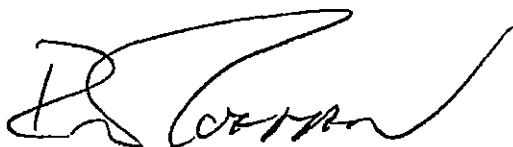
The Resolutions Committee is responsible for reviewing all resolutions submitted for consideration at the Annual Business Meeting and making a recommendation on all such resolutions (adopt, indefinitely postpone, amend or refer for additional study).

The Resolutions Committee will meet on Monday, August 13, 2012 at 10:00 a.m. at the Sheraton Madison Hotel, 706 John Nolen Drive, Madison, Wisconsin. The meeting should conclude by 1:00 p.m. Lunch will be served following the conclusion of the meeting. If you need overnight accommodations for the evening of August 12, please fill out the attached form and send it to the WCA office no later than Friday, July 20, 2012.

Approximately two weeks prior to the meeting, you will receive an agenda, a copy of the resolutions, and other meeting materials. If you have any questions, please contact Sarah Diedrick-Kasdorf at the WCA office.

Thank you for your service to the Wisconsin Counties Association.

Sincerely,



Dick Koeppen  
WCA President

RECEIVED

22 EAST MIFFLIN STREET, SUITE 900  
MADISON, WI 53703  
TOLL FREE: 1.866.404.2700  
PHONE: 608.663.7188  
FAX: 608.663.7189  
www.wicounties.org

WISCONSIN  
COUNTIES  
ASSOCIATION

MEMORANDUM

TO: County Board Chairs, Executives, Administrators, Clerks, WCA Board of Directors, NACo Steering Committee Members and WCA Steering Committee Members

FROM: Mark D. O'Connell, Executive Director

DATE: June 5, 2012

RE: 2012-2013 NACo Steering Committee Nominations

The National Association of Counties (NACo) has requested that the Wisconsin Counties Association (WCA) submit nominations for the NACo Steering Committees. Members of the Steering Committees are expected to attend the NACo Annual Conference, NACo Legislative Conference and at least one other NACo Steering Committee meeting during the year. Travel expenses for these meetings are the responsibility of the county.

Appointments are made after the NACo Annual Conference. You may serve on only ONE steering committee and must be from a NACo member county. Only eight individuals from any state (including up to two from any one county) can serve on a particular committee. Please indicate your first choice with #1 and second with #2. NACo will notify you of your appointment in September. The following is a list of NACo Steering Committees:

Agriculture & Rural Affairs  
Community & Economic Development  
Environment, Energy & Land Use  
Finance & Intergovernmental Affairs  
Health  
Human Services & Education

Justice & Public Safety  
Labor & Employment  
Public Lands  
Telecommunications & Technology  
Transportation

Interested county officials should complete the attached forms, obtain the county board chair's signature, and mail it to the WCA office by June 25, 2012 (in counties with county executives, all department heads need the county executive's approval). Please be thorough in completing your application. NACo will not process an application unless they receive information on the county official's contacts with his/her congressional delegation (NACo Grassroots Contact Information). Please note that the attached forms contain all the information needed by NACo to process the application.

If you have any questions, please contact Ann Marie Austin at 1.866.404.2700.

NATIONAL ASSOCIATION OF COUNTIES  
STEERING COMMITTEE APPLICATION

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ COUNTY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DAY TIME: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

NACo STEERING COMMITTEE: \_\_\_\_\_

\*\*\*\*\*

DATA AND EXPERIENCE

1. Date your elected term expires? \_\_\_\_\_
2. How long have you been in office? \_\_\_\_\_
3. What is your political affiliation? \_\_\_\_\_  
Congressional District: \_\_\_\_\_
4. Are you reasonably free to travel? Attendance will be required at the NACo Annual Conference, NACo Legislative Conference and at least one other NACo Steering Committee meeting during the year. **NACo does not pay travel expenses.**  
YES \_\_\_\_\_ NO \_\_\_\_\_
5. Have you served on a NACo Steering Committee before? \_\_\_\_\_  
If yes, for how long? \_\_\_\_\_

As a steering committee member, you will participate in formulating national county policy and are responsible for advocating NACo positions before federal officials.

(Over)

NACo Steering Committee Application

Please complete the attached form identifying your contacts with members of Congress and their staff. This information will assist NACo in its lobbying efforts. You may be asked a few times during the year to talk with your contact on behalf of NACo on a legislative issue. The information you provide to us remains confidential and is for NACo's internal office use.

**You will not be appointed to serve on a steering committee until you complete and return this application and the attached form. If you do not have any contacts, please state that on the form. Information provided will not affect your appointment.**

**County Board Authorization**

I approve this nomination:

\_\_\_\_\_  
COUNTY BOARD CHAIR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY EXECUTIVE (if applicable)

\_\_\_\_\_  
DATE

**RETURN THIS FORM TO THE WISCONSIN COUNTIES ASSOCIATION  
BY JUNE 25, 2012**

Wisconsin Counties Association  
ATTN: Ann Marie Austin  
22 E. Mifflin Street, Suite 900  
Madison, WI 53703

Fax: 608.663.7189

**RESOLUTION NO. 49 - 12**

**AUTHORIZATION TO CONTRACT WITH CENTRAL CABLE CONTRACTORS, INC.  
FOR THE UNDERGROUND FIBER OPTIC CABLE CONSTRUCTION AND TO  
DIRECT PURCHASE DUCT AND ADDITIONAL RELATED MATERIALS**

**WHEREAS**, by Resolution 146-09 the Sauk County Board of Supervisors authorized staff to apply for a grant available to local governments through the Economic Development Administration (EDA) to expand fiber optics from the county fiber optic loop; and,

**WHEREAS**, by Resolution 66-10 the Sauk County Board of Supervisors accepted the Economic Development Administration grant; and,

**WHEREAS**, by Resolution 75-10 Sauk County contracted with Lightwave Networks, LLC to design, engineer and provide project management for the fiber expansion; and,

**WHEREAS**, a Request for Bid was released to complete the fiber expansion; and,

**WHEREAS**, staff along with Lightwave Networks LLC have reviewed the bids received (see attached Bid Tally sheet) with the Communications Infrastructure Committee; and,

**WHEREAS**, the Communications Infrastructure Committee believes it is in the best interest of Sauk County to accept the bid of Central Cable Contractors, Inc. of Waupun, Wisconsin at a cost of \$510,421.10 to complete the underground Fiber Optic Cable Construction; and,

**WHEREAS**, staff along with Lightwave Networks LLC received bids to directly purchase materials for this project (see attached Bid Tally sheet) with the Communications Infrastructure Committee; and,

**WHEREAS**, the Communications Infrastructure Committee believes it is in the best interest of Sauk County to accept the bid of Blue Diamond for the two inch duct at a cost of \$92,856.00 and from Power & Tel for the remaining materials at a cost of \$78,691.06; and,

**WHEREAS**, the Economic Development Administration will need to provide final approval of the contract with Central Cable Contractors, Inc.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the Emergency Management, Buildings & Safety Administrator is hereby authorized to contract with Central Cable Contractors, Inc. of Waupun, Wisconsin to complete underground Fiber Optic Cable Construction at a cost of \$510,421.10;

**AND BE IT FURTHER RESOLVED**, that the Emergency Management, Buildings & Safety Administrator is authorized to purchase the two inch duct from Blue Diamond for this project at a cost of \$92,856.00;

**AND BE IT FURTHER RESOLVED**, that the Emergency Management, Buildings & Safety Administrator is authorized to purchase the additional materials including vaults, couplers, fiber optic cable and tracer wire from Power & Tel for this project at a cost of \$78,691.06;

**AND BE IT FURTHER RESOLVED**, that the Emergency Management, Buildings & Safety Administrator is authorized to approve changes not exceeding \$10,000.00 so long as funds do not exceed the budgeted amount for this project; and,



RESOLUTION NO. 49 - 12

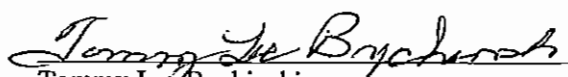
AUTHORIZATION TO CONTRACT WITH CENTRAL CABLE CONTRACTORS, INC.  
FOR THE UNDERGROUND FIBER OPTIC CABLE CONSTRUCTION AND TO DIRECT PURCHASE DUCT AND ADDITIONAL  
RELATED MATERIALS  
Page 2

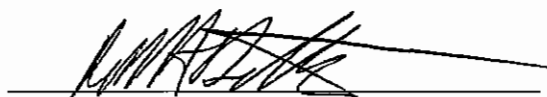
**AND BE IT FURTHER RESOLVED**, that the Communication Infrastructure Committee is authorized to approve changes exceeding \$10,000.00 so long as funds do not exceed the budgeted amounts for this project.

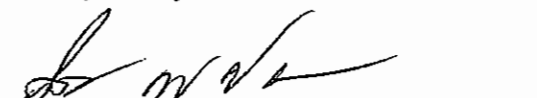
For consideration of the Sauk County Board of Supervisors on June 19<sup>th</sup>, 2012.

Submitted by:

SAUK COUNTY COMMUNICATIONS INFRASTRUCTURE

  
Tommy Lee Bychinski

  
Mark Detter

  
Scott Von Asten

**Fiscal Note:**

Money for this project is included in the Building Projects budget. *KPB*

Fiber Optics Extension Current Estimated Budget	
<b>Funding Sources</b>	
Economic Development Authority Grant	\$695,657
Minimum County Funding Required – Already Appropriated	\$236,343
Additional County Funding – Already Appropriated	\$114,531
<b>Total Funding Available</b>	<b>\$1,046,531</b>
<b>Funding Uses</b>	
Engineering, Design and Project Management	\$285,805
Construction and Materials	\$681,968
Archeological, Permits, Miscellaneous Expenses	\$15,522
Contingency for Rock Encounters	\$63,236
<b>Total Funding Uses</b>	<b>\$1,046,531</b>

**Information System Note:** None.

SAUK COUNTY EDA FIBER OPTIC CONSTRUCTION BID RESULTS													
Company Name	PLOW 1-2 inch duct			BORE 1-2 inch duct			Place vault - each			Install Fiber w/tracer wire			TOTAL BID
	Quantity (feet)	Unit Price	PLOW TOTAL	Quantity (feet)	Unit Price	BORE TOTAL	Quantity (each)	Unit Price	VAULT TOTAL	Quantity (feet)	Unit Price	FIBER W/TRACER TOTAL	
J&R Underground	137026	\$1.58	\$216,501.08	28386	\$9.25	\$262,570.50	78	\$345.00	\$26,910.00	173504	\$0.98	\$170,033.92	\$676,015.50
White Construction	137026	\$1.52	\$208,279.52	28386	\$9.88	\$280,453.88	78	\$400.00	\$31,200.00	173504	\$1.21	\$209,936.84	\$729,873.04
Holtger Bros. Inc.	137026	\$2.80	\$383,672.80	28386	\$13.70	\$388,886.20	78	\$605.00	\$47,190.00	173504	\$0.80	\$138,803.20	\$956,554.20
Central Cable Contractors, Inc.	137026	\$0.85	\$130,174.70	28386	\$9.00	\$255,474.00	78	\$285.00	\$22,070.00	173504	\$0.60	\$104,102.40	\$510,421.10
Koch's Telecommunications	137026	\$1.74	\$238,425.24	28386	\$14.04	\$398,539.44	78	\$418.03	\$32,606.34	173504	\$1.84	\$284,548.56	\$954,117.58
Avrig	137026	\$4.25	\$592,360.50	28386	\$10.50	\$298,053.00	78	\$450.00	\$35,100.00	173504	\$1.75	\$303,632.00	\$1,219,145.50
Inlercon Construction	137026	\$1.45	\$198,687.70	28386	\$11.35	\$322,181.10	78	\$125.00	\$9,750.00	173504	\$0.80	\$138,803.20	\$669,422.00
PUSH INCORPORATED	137026	\$1.50	\$205,539.00	28386	\$16.00	\$454,176.00	78	\$450.00	\$35,100.00	173504	\$0.90	\$156,153.60	\$850,868.60
ROHL NETWORKS	137026	\$3.25	\$445,334.50	28386	\$9.50	\$269,867.00	78	\$325.00	\$25,350.00	173504	\$0.80	\$156,153.60	\$896,505.10
Cable Com, LLC	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
Precision Drilling & Installation of Wisconsin, INC.	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
Mike Hightower Research	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
Meyer Services	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
Metropolitan Communications Group	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
Mike Hightower Research	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
Turnkey Network Solutions	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	SENT NOTICE WONT BE BIDDING
Michels	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	SENT NOTICE WONT BE BIDDING
IHC Construction Companies LLC	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
AJ Construction	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
Watts Brothers Cable Constructors Inc.	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
Uniled Underground Utilities	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
Earth Dynamics LLC	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
CC&N	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED
Tilson	137026		\$0.00	28386		\$0.00	78		\$0.00	173504		\$0.00	NO BID RECEIVED

## MATERIAL VENDOR RECOMMENDATION

2" DUCT			
VENDOR	QUANTITY	UNIT	TOTAL
Blue Diamond	185,712	\$0.50	\$92,856.00
Wesco	185,712	\$0.53	\$99,170.21
Millenium	185,712	\$0.56	\$103,200.16
Crescent	189,000	\$0.56	\$105,840.00
Power & Tel	189,000	\$0.56	\$106,029.00
Border States	189,000	\$0.58	\$108,675.00
REMAINING MATERIALS			
Couplers, Vaults, Tracer Wire and Fiber Optic Cable			
Power & Tel			\$78,691.06
Crescent Electric			\$84,403.84
Border States			\$87,916.66
Millenium			\$90,469.10
Wesco			\$97,891.11
TOTAL EXTENSION MATERIAL COSTS			\$171,547.06

Recommendation based on cost, product quality, and availability

The quotes received on the 2" duct were based on reels holding 3,500 to 3,700' each. Power & Telephone Supply can match the low bid on the 2" duct if reel size is increased to 4,000' each.  
 The reason for this is shipping costs (one less semi load).  
 This would be the same way that Blue Diamond quoted the duct.

## FIBER OPTIC SPUR CONSTRUCTION - MATERIAL BIDS

WESCO						QUOTE VALIDITY		6/14/2012
ITEM	QUANTITY	UNIT COST	TOTAL	MANUFACTURER	MADE IN U.S.A.	LEAD TIME	FREIGHT COSTS	PRODUCT NOTES
2" Duct	185,712	\$0.53400	\$99,170.208	United Poly	Yes	3-4 weeks	Included if all items on the quote are ordered.	Never received product specification sheets after 2 requests. Quoted less than required amount and different cable count than required.
2" Coupler	296	\$7.15000	\$2,116.400	Duraline	Yes	1-2 weeks		
Tracer Wire	187,500	\$0.08400	\$15,750.000	Copperhead	Yes	2-3 weeks		
Vaults	78	\$320.94000	\$25,033.320	Quazite	Yes	2-3 weeks		
12F Cable	108163	\$0.23868	\$25,816.345	Prysmian	Yes	Stock		
24F Cable	36992	\$0.32068	\$11,862.595	Prysmian	Yes	Stock		
48F Cable	36435	\$0.47516	\$17,312.455	Prysmian	Yes	Stock		Required 36,705'
		TOTAL	\$197,061.322					
NOTE - Quoted 48f in place of 36f								

NOTE - Quoted 48f in place of 36f

POWER & TELEPHONE SUPPLY						QUOTE VALIDITY		6/22/2012
ITEM	QUANTITY	UNIT COST	TOTAL	MANUFACTURER	MADE IN U.S.A.	LEAD TIME	FREIGHT COSTS	PRODUCT NOTES
2" Duct	189,000	\$0.56100	\$106,029.000	Duraline	Yes	2-3 weeks	Included	54-3500' Reels
2" Coupler	300	\$5.90000	\$1,770.000	E-Loc-Etco	Yes	2-3 weeks	Included	Removed one coupler from quote
Tracer Wire	187,500	\$0.06735	\$12,628.125	Republic Wire	Yes	2 weeks	Included	O.K.
Vaults	78	\$325.00000	\$25,350.000	Highline Products	Yes	2-3 weeks	Included	
12F Cable	108163	\$0.16720	\$18,084.854	Superior Essex	Yes	8-10 weeks	Included	
24F Cable	36992	\$0.23050	\$8,526.656	Superior Essex	Yes	8-10 weeks	Included	
36F Cable	11529	\$0.29220	\$3,368.774	Superior Essex	Yes	8-10 weeks	Included	
48F Cable	25176	\$0.35600	\$8,962.656	Superior Essex	Yes	8-10 weeks	Included	
		TOTAL	\$184,720.064					

CRESCENT ELECTRIC						QUOTE VALIDITY		6/8/2012
ITEM	QUANTITY	UNIT COST	TOTAL	MANUFACTURER	MADE IN U.S.A.	LEAD TIME	FREIGHT COSTS	PRODUCT NOTES
2" Duct	189,000	\$0.56000	\$105,840.000	Dura-Line	Yes	2-3 weeks	Allowed	O.K.
2" Coupler	296	\$5.50000	\$1,628.000	E-Loc - Etco	Yes	1-2 weeks	Allowed	
Tracer Wire	187,500	\$0.08290	\$15,543.750	Kris-Tech Wire Co.	Yes	1 weeks	Allowed	
Vaults	78	\$308.65000	\$24,074.700	Martin Enterprises	Yes	2 weeks	Allowed	
12F Cable	108163	\$0.19023	\$20,575.847	Draka	Yes	16 weeks	Allowed	
24F Cable	36992	\$0.25547	\$9,450.346	Draka	Yes	16 weeks	Allowed	
36F Cable	11529	\$0.31497	\$3,631.289	Draka	Yes	16 weeks	Allowed	
48F Cable	25176	\$0.37734	\$9,499.912	Draka	Yes	16 weeks	Allowed	
		TOTAL	\$190,243.845					

BORDER STATES						QUOTE VALIDITY		6/23/2012
ITEM	QUANTITY	UNIT COST	TOTAL	MANUFACTURER	MADE IN U.S.A.	LEAD TIME	FREIGHT COSTS	PRODUCT NOTES
2" Duct	189,000	\$0.57500	\$108,675.000	Dura-Line	Yes	4 weeks	Included	O.K.
2" Coupler	296	\$6.60000	\$1,953.600	NDS/FLO Conrold	Yes	4 weeks	Included	
Tracer Wire	187,500	\$0.08010	\$15,018.750	Kris Tech	Yes	9 days	Included	
Vaults	78	\$452.00000	\$35,256.000	Carson Industries	Yes	4 weeks	Included	
12F Cable	108163	\$0.15327	\$16,578.143	Superior Essex	Yes	9 weeks	Included	
24F Cable	36992	\$0.21132	\$7,817.149	Superior Essex	Yes	9 weeks	Included	
36F Cable	11529	\$0.26786	\$3,088.158	Superior Essex	Yes	9 weeks	Included	
48F Cable	25176	\$0.32590	\$8,204.858	Superior Essex	Yes	9 weeks	Included	
		TOTAL	\$196,591.659					

MILLENNIUM						QUOTE VALIDITY		6/23/2012
ITEM	QUANTITY	UNIT COST	TOTAL	MANUFACTURER	MADE IN U.S.A.	LEAD TIME	FREIGHT COSTS	PRODUCT NOTES
2" Duct	185,712	\$0.55570	\$103,200.158	North Coast	Yes	2 weeks	Included	O.K.
2" Coupler	296	\$7.25000	\$2,146.000	A-D Technologies	Yes	1 week	Included	
Tracer Wire	187,500	\$0.05330	\$9,993.750	Agave Wire LTD	Yes	2 weeks	Included	
Vaults	78	\$405.00000	\$31,590.000	Quazite	Yes	2-3 weeks	Included	
12F Cable	108163	\$0.20940	\$22,649.332	Commscope	Yes	8-10 weeks	Included	
24F Cable	36992	\$0.27440	\$10,150.605	Commscope	Yes	8-10 weeks	Included	
36F Cable	11529	\$0.34760	\$4,007.480	Commscope	Yes	8-10 weeks	Included	
48F Cable	25176	\$0.39450	\$9,931.932	Commscope	Yes	8-10 weeks	Included	
		TOTAL	\$193,669.258					

BLUE DIAMOND						QUOTE VALIDITY		7/1/2012
ITEM	QUANTITY	UNIT COST	TOTAL	MANUFACTURER	MADE IN U.S.A.	LEAD TIME	FREIGHT COSTS	PRODUCT NOTES
2" Duct	185,712	\$0.50000	\$92,856.000	Blue Diamond	Yes	2-3 weeks	Included	O.K.
TOTAL			\$92,856.000					

OFS BRIGHTWAVE						QUOTE VALIDITY		7/25/2012
ITEM	QUANTITY	UNIT COST	TOTAL	MANUFACTURER	MADE IN U.S.A.	LEAD TIME	FREIGHT COSTS	PRODUCT NOTES
12F Cable	108163	\$0.18100	\$19,577.503	OFS	Yes	40 weeks	Included	Lead times to far out.
24F Cable	36992	\$0.23000	\$8,508.160	OFS	Yes	40 weeks	Included	
36F Cable	11529	\$0.28100	\$3,239.649	OFS	Yes	40 weeks	Included	
48F Cable	25176	\$0.33100	\$8,333.256	OFS	Yes	40 weeks	Included	
		TOTAL	\$39,658.568					

**Lightwave Networks  
4405 County Road PP  
De Pere, Wisconsin 54115**

June 4, 2012

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

RE: Fiber Extension Bid  
EDA Award # 06-79-05521  
Award Recommendation

Dear Mr. Stieve

I have thoroughly evaluated the bid by the apparent low bidder, Central Cable Contractors, and have determined them to be responsive and responsible, and that the contract price is considered fair and reasonable.

The review of Central Cable's references were all positive and the Customers for which they worked were pleased with the outcome of the projects.

I have also managed previous projects in which Central Cable was involved in the construction and have found their performance to above average.

If you have any questions, please call me at (920) 819-4791.

Sincerely,



Ellis McFadzen  
Project Engineer  
Lightwave Networks

RESOLUTION NO. 50 - 2012

**AUTHORIZING DIRECTOR OF CONSERVATION, PLANNING, AND ZONING  
DEPARTMENT TO SIGN GRANT APPLICATION(S) WITH WISCONSIN DNR**

**WHEREAS**, Sauk County hereby requests financial assistance under Wis. Stat. § 281.65 or 281.66, and Wis. Adm. Code chs. NR 151, 153, and 155, for the purpose of implementing measures to meet nonpoint source water pollution abatement needs in area-wide water quality management plans or with one or more components specified in Wis. Stat. § 281.65 or 281.66, and

**WHEREAS**, it is desirable that the Director of Conservation, Planning & Zoning have the authority to sign grant applications on behalf of Sauk County to ensure that funding from the State of Wisconsin can be timely applied for and received.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, does authorize the Director of the Conservation, Planning, and Zoning Department to act on its behalf as follows:

1. Sign and submit grant applications.
2. Sign grant agreements between Sauk County and the Wisconsin Department of Natural Resources (WDNR).
3. Submit reports to the WDNR as required by grant agreements.
4. Request grant reimbursement.
5. Sign and submit an Environmental Hazard Assessment form, if required, and,

**BE IT FURTHER RESOLVED**, that the Director of the Conservation, Planning, and Zoning Department is hereby authorized to submit in-kind and pass-through grant applications not to exceed \$1,000,000.00, and to inform the Conservation, Planning, and Zoning Committee of such applications; and

**BE IT FURTHER RESOLVED**, the authority contained herein is contingent upon approval of final receipt of grant monies by, authorizing, amending or approving the budget of the Conservation, Planning, and Zoning Department.

RESOLUTION NO. 50 -2012  
Page 2

For consideration by the Sauk County Board of Supervisors on June 19, 2012.

Respectfully submitted,

CONSERVATION, PLANNING, AND ZONING COMMITTEE


  
JUDY ASHFORD

  
JOHN DIETZ

  
FRED HALEEN

  
GERALD LEHMAN

  
DON NOBS

  
DENNIS POLIVKA

  
RANDY PUTTKAMER

FISCAL NOTE: None. *KPB*

MIS IMPACT: No MIS impact.



RESOLUTION NO. 51-12

**Authorizing the Purchase of a Wireless Network System for the  
Historic Courthouse and West Square Facilities**

**WHEREAS**, the Management Information Systems Department currently operates and maintains a County wide information network;; and,

**WHEREAS**, the wireless segments of this network, serving the West Square and Historic Courthouse facilities, are an amalgamation of small wireless access points; and,

**WHEREAS**, these wireless network segments provide poor coverage and reliability with limited security and filtering features; and,

**WHEREAS**, the proper deployment of a wireless network of this size requires sophisticated hardware, capable of centrally managing and securing multiple networks over multiple wireless access points; and,

**WHEREAS**, this equipment would also provide for the deployment of a public access wireless network, internal to these facilities; and,

**WHEREAS**, your Executive and Legislative Committee has reviewed this matter and found it in the best interest of Sauk County to accept the following bid, based upon State of Wisconsin Contract pricing (contract #15-20664-003):

Heartland Business Systems for \$34,556

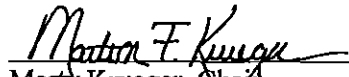
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the above-described bid, for the total amount of \$34,556 be and hereby is accepted by the County of Sauk; and,

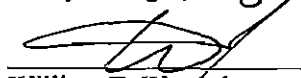
**BE IT FURTHER RESOLVED**, that the Sauk County Management Information Systems Coordinator is hereby delegated the authority to sign any contracts related to the purchase and installation of said equipment on behalf of Sauk County.

For consideration by the Sauk County Board of Supervisors on June 19, 2012


Respectfully submitted,

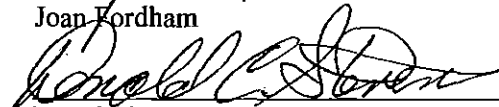
**Executive and Legislative Committee**

  
Marty Krueger, Chair

  
William H. Wenzel

  
Jason Lane

  
Joan Fordham

  
Donald Stevens

**Fiscal Note:** Funds for the acquisition of this equipment will be expended from the Management Information Systems Capital Outlay Account. Ongoing Annual Maintenance is estimated at \$1,850. *KJB*

**MIS Note:** Additional costs for installation and configuration of this system are anticipated to be less than \$3500.00

RESOLUTION # 52 -2012

Authorizing Reimbursement For Attendance At The WCA Conference in La Crosse

WHEREAS, on September 23-25, 2012, the Wisconsin Counties Association is hosting their annual conference in La Crosse; and,

WHEREAS, this session will allow policy makers an opportunity to learn about a variety of issues that occur in state legislative issues as well as the technological advances used in state legislative issues today; and,

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

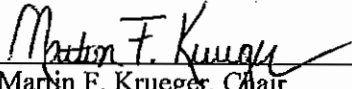
NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, hereby approves compensating and reimbursing expenses of County Board Supervisors for attendance at the Wisconsin Counties Association Conference in La Crosse, WI on September 23 – 25, 2012; and,

BE IT FURTHER RESOLVED, that the number of Supervisors attending is limited to twelve (12), with the County Board Chair being one of the twelve (12) attendees.

For consideration by the Sauk County Board of Supervisors on June 19, 2012,

Respectfully submitted,

EXECUTIVE AND LEGISLATIVE COMMITTEE:

  
Martin F. Krueger, Chair

\_\_\_\_\_  
Joan Fordham, Vice-Chair

\_\_\_\_\_  
William F. Wenzel

\_\_\_\_\_  
Jason Lane

\_\_\_\_\_  
Donald Stevens

Estimated Costs	Cost Per Person	Number of Persons	Total Estimated Cost
Registration	\$ 175.00	12	\$ 2,100.00
Meals & Expenses ( i.e. hotel, parking) Two nights lodging	\$ 225.00	12	\$ 2,700.00
Per Diem	\$150.00	12	\$ 1,800.00
Mileage (average)	\$115.00	12	\$ 1,380.00
Total Estimated Costs	\$ 665.00	12	\$ 7,980.00

Fiscal Note: Estimated costs are included in the County Board 2012 Budget.

MIS Note: No direct impact.

KRB

RESOLUTION No. 53 - 12

RESOLUTION AUTHORIZING SAUK COUNTY COOPERATION AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, this agreement entered into on the 19<sup>th</sup> day of June, 2012 by and between Sauk County and Columbia County; and,

WHEREAS, Sauk County has an identified need in the Southern Housing County Consortium to provide decent housing; and,

WHEREAS, Sauk County contemplates submitting jointly with Columbia County and the Southern Consortium, an application for funds under the Community Development Block Grant – (CDBG) housing program of the Wisconsin Division of Housing (DOH) for the purpose of meeting those needs; and,

WHEREAS, Sauk County and Columbia County desire to and are required to, enter into a written cooperative agreement with each other to participate in such CDBG program; and,

WHEREAS, Sauk County and the Southern Consortium understand that Columbia County will act as the applicant and will have the ultimate responsibility to assume all obligations under the terms of the grant including assuring compliance with all applicable laws and program regulations and performance of all work in accordance with the grant contract; and,

WHEREAS, it is understood that the Department of Housing and Urban Development and DOH have access to all participants' grant records and authority to monitor all activities.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Wisconsin Statutes 66.0301, Columbia County, the Southern Consortia and Sauk County agree to cooperate in the submission of an application for such funds, and agree to cooperate in the implementation of the submitted CDBG program, as approved by the Department of Administration.

Nothing contained in this agreement shall deprive any municipality of any power or zoning, development control or other lawful authority which it presently possesses.

AND BE IT FURTHER RESOLVED, that the Administrative Coordinator shall be appointed to serve on the regional housing consortium board for a two year term, to be concurrent with the reorganization of the Board of Supervisors.

For consideration by the Sauk County Board of Supervisors on June 19, 2012.

Respectfully submitted:

EXECUTIVE AND LEGISLATIVE COMMITTEE


  
MARTIN F. KRUEGER

\_\_\_\_\_  
JOAN FORDHAM

\_\_\_\_\_  
JASON LANE

\_\_\_\_\_  
DONALD STEVENS

\_\_\_\_\_  
WILLIAM F. WENZEL

Fiscal Note: No fiscal impact.   
MIS Note: No impact.

Department of Administration - State administered formula grant from U.S. Department of Housing and Urban Development (HUD) for:

- Public Facilities (PF)
- Economic Development (ED) ((WECD) Wisconsin Economic Development Commission))
- Housing (Wisconsin Department of Administration)

### Housing Program Overview

Eligible Activities: Owner-occupied; Renter; Homebuyer; Public Facilities

Eligible Applicants: Low to moderate – income (LMI) benefit

Long term goal: Establishment of a Revolving Loan Fund to manage and invest in residential housing stock.

2012 CDBG Awards: Formulaic approach for distribution to regional consortia based upon: LMI households, age of housing stock, affordability, and unemployment.

Local RLF's will continue with existing monies and administering local revolving loan fund. Only new monies will be incorporated into consortia loans.

### Housing Consortia

#### Timeline

- **Housing Consortia created by July 31, 2012:** Includes – establishing boundaries, identifying the lead county, and adopting a resolution by each participating county.
- Application deadline October, 2012
- Award Letters November, 2012
- Implementation Training November 2012
- Grant Contracts signed December 2012

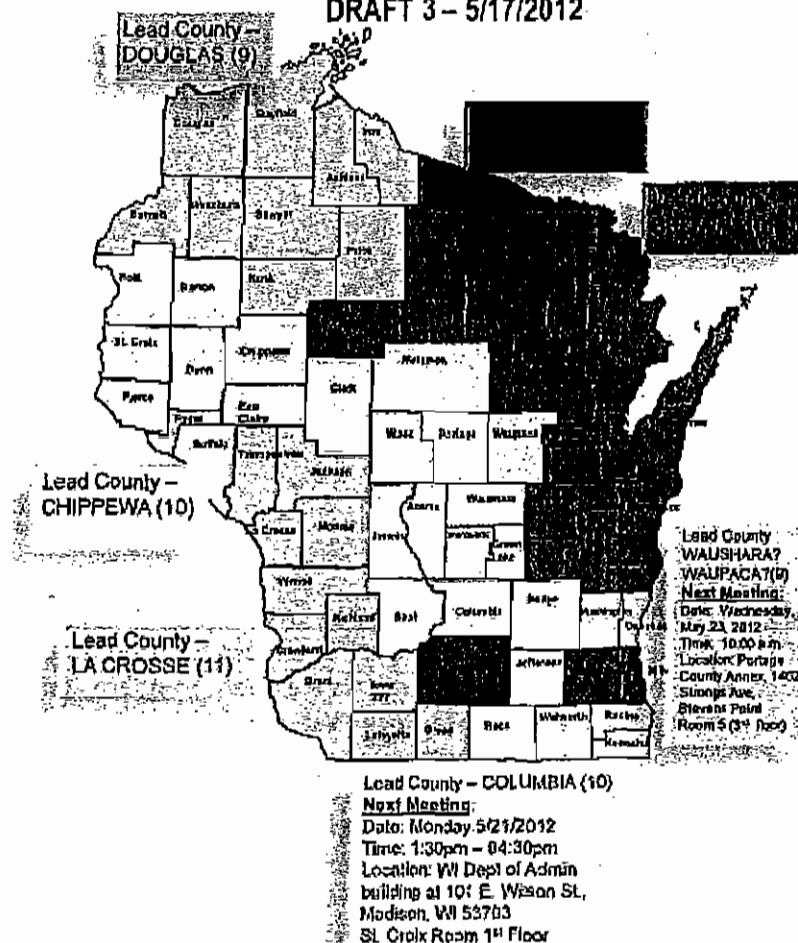
### Process Overview

1. **Establish Boundaries:** Method of distribution will be based on 6 - 8 regions comprised of county governments. Counties must belong to a Consortium for citizens to participate. The only way to apply for additional HOUSING funds is to be a consortia member. Southern Consortia: Sauk, Columbia, Dodge, Washington, Ozaukee, Iowa, Rock, Walworth, Racine, Kenosha, Jefferson (Dane, Waukesha, Milwaukee – only non-entitlement communities; Janesville and Beloit are also entitlement communities).
2. **Designate Lead County:** Columbia County is the lead for the Southern consortia.  
**Responsibilities include:** Designate/hire Program Administrator; Oversee Program Design and Implementation; Apply for CDBG funding on behalf of Consortium; Fiscal - Establish Accounting, Submit Payment Requests; Policy / Monitoring / Federal Compliance.
3. **Adopt Resolutions – all participating counties.**
  - **Appoint Housing Committee - Membership:** At least one member from each County; Attend regular meetings.
4. **Identify Spending Priorities – this is done by the Housing Committee**
  - Option 1 - First come first served
  - Option 2 - Equal distribution between counties
  - Option 3 - Targeting areas in need
  - Option 4 - Combination of aforementioned options
5. **County activity:** (July – October) copies of Fair Housing Ordinance, Citizen Participation plan, and proof of public hearing to lead (Columbia) for inclusion with application by October 1.

- a. Fair Housing Ordinance and Citizen Participation plan – each co. submit prior to the application submission (may use prior ordinance and citizen participation plan).
  - b. Hold public hearing in each county.
6. Hire Program Administrator – done by lead county
  7. Sign Cooperative Agreement - Due with Consortia's Application Form.

## 2012 CDBG REGIONAL CONSORTIA

DRAFT 3 – 5/17/2012



RESOLUTION NO. 54 - 2012

**AMENDING BOARD STRUCTURE BY INCREASING THE SIZE OF THE  
COMMUNICATIONS INFRASTRUCTURE COMMITTEE AND ELIMINATING  
THE LIVING LEARNING CENTER COMMITTEE**

**WHEREAS**, the Rules of the Sauk County Board of Supervisors were adopted at the April 2012 organizational meeting of the Honorable Board of Supervisors, but since that meeting, it has become apparent that efficient and effective operation of county government would be enhanced by two amendments to county structure involving two committees; and,

**WHEREAS**, the Communications Infrastructure Committee would function more efficiently and effectively if it were comprised of five rather than three supervisor members; and,

**WHEREAS**, the Living Learning Center Development and Building Committee has not met in some time, and the Committee is no longer needed because the scope of the proposed Living Learning Center project has transitioned to a Public Private Partnership to construct and operate a Residence Hall, and the University of Wisconsin Baraboo-Sauk County Campus Commission is equipped and appropriately positioned to oversee the Residence Hall Project on behalf of the Joint Owners.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the composition of the Communications Infrastructure Committee is hereby amended as follows (Deleted language ~~stricken~~; new language shaded):

3 § Supervisors as follows: 1 from Finance Committee, 1 from Property and Insurance Committee, and 1 from Law Enforcement and Judiciary Committee and two supervisor members with no requirement for specific committee membership.  
A representative from the Sauk County Fire Chiefs Association, the Sauk County Police Chiefs Association, and the Sauk County EMS Association shall be ex-officio members without voting rights and not eligible for per-diem or mileage. Responsible for the communications infrastructure, including fiber optic cable, towers, and associated equipment;

and,

**BE IT FURTHER RESOLVED**, that the Living Learning Center Development and Building Committee authorized by Resolution No. 35 - 06 is hereby dissolved as provided herein, and the duties and authority of the Living Learning Center Development and Building Committee is vested in the University of Wisconsin Baraboo-Sauk County Campus Commission, on the condition that the City of Baraboo takes similar action to dissolve and transfer the authority of the Living Learning Center Development and Building Committee, with this section automatically effective on the same date that the City of Baraboo takes action regarding this matter.

RESOLUTION NO. 54 - 2012

Page 2

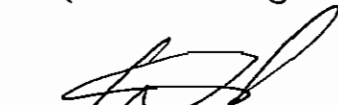
For consideration by the Sauk County Board of Supervisors on June 19, 2012.

Respectfully submitted,

**EXECUTIVE & LEGISLATIVE COMMITTEE**

  
MARTY KRUEGER

  
JOAN FORDHAM

  
WILLIAM F. WENZEL

  
DONALD STEVENS

  
JASON LANE

**FISCAL NOTE:** There will be additional per diem and mileage expenses due to adding two additional members to the Communications Infrastructure Committee. There will be no more per diem and mileage payments to the Living Learning Center Committee, but that committee has not met in some time.

**MIS NOTE:** No MIS impact.

KPB

RESOLUTION NO. 55-12

**Authorizing the Purchase of the ID Protect Electronic Redaction  
System for the Register of Deeds**

**WHEREAS**, Wisconsin Statute 59.72 (6) states: the Register of Deeds shall make a reasonable effort to make social security numbers from the transferred instrument's electronic format not viewable or accessible on the Internet; and,

**WHEREAS**, Sauk County provides such access to electronically recorded documents; and,

**WHEREAS**, per Wisconsin Statute 59.43, Sauk County has retained \$5 per recorded document to fund the redaction initiative; and,

**WHEREAS**, the Register of Deeds, in conjunction with the MIS Department, has researched compatible document redaction solutions; and,

**WHEREAS**, Vanguard ID Protect is the only integrated redaction solution available for the County's IMS/21 Imaging System; and,

**WHEREAS**, your Executive and Legislative and Conservation, Planning and Zoning Committees have reviewed this matter and found it in the best interest of Sauk County to accept the following quote:

Vanguard Systems, ID Protect System:	\$8,104
Upgrade to 180,000 trans / annually:	\$3,458
2.0 m bulk image redaction transactions:	<u>\$45,000</u>
Total:	\$56,562

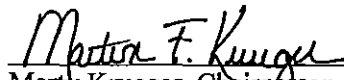
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the above-described purchase, for the total amount of \$56,562 be and hereby is approved by the County of Sauk;


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

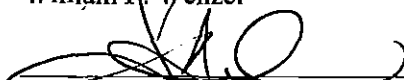
For consideration by the Sauk County Board of Supervisors on June 19, 2012.


Respectfully submitted,

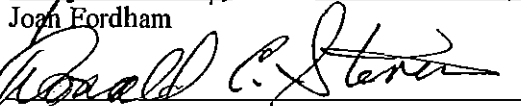
**Executive and Legislative Committee**

  
Marty Krueger, Chairperson

  
William R. Wenzel

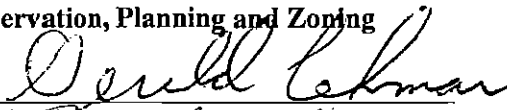
  
Jason Lane


  
Joan Fordham

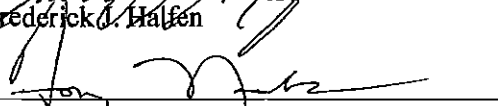
  
Donald Stevens




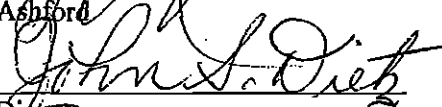
Conservation, Planning and Zoning

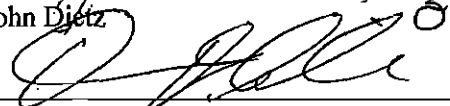
  
\_\_\_\_\_  
Gerald Lehman

  
\_\_\_\_\_  
Frederick J. Halfen

  
\_\_\_\_\_  
Don Nobs

  
\_\_\_\_\_  
Judy Ashford

  
\_\_\_\_\_  
John Dietz

  
\_\_\_\_\_  
Dennis Polivka

**Fiscal Note:** Funding for this project is provided for through the Land Records Modernization Fund from funds retained through the recording of documents by the Register of Deeds, for the purpose of document redaction.

Ongoing annual maintenance fees are estimated to be \$1734.30, a cost also funded by the retained fees.

KPB

**MIS Note:** The proposed system integrates directly with the document imaging system in use by the Register of Deeds.

RESOLUTION NO. 56 - 2012

REQUESTING THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION  
DEVELOP A PROACTIVE APPROACH TO SIGNAGE ON THE  
U.S. HIGHWAY 12 BY-PASS IN ORDER TO PROVIDE SUPPORT TO BUSINESSES  
THAT MAY BE NEGATIVELY IMPACTED BY HIGHWAY IMPROVEMENTS

WHEREAS, U.S. Highway 12 in Sauk County is the subject of a substantial and needed improvement project from the county line to Lake Delton, and these improvements have included the development of a four-lane, limited access expressway west of the old Highway 12 corridor between Baraboo and Lake Delton, with the former Highway 12 being designated County Trunk Highway (CTH) BD; and,

WHEREAS, existing businesses along CTH BD have experienced a decline in business after the opening of the bypass, and this decline is partially attributed to the opening of the bypass without appropriate, informational, way finding signage; and,

WHEREAS, the Highway 12 project calls for the construction of a bypass around the City of Baraboo and the Village of West Baraboo's existing Highway 12 alignment beginning in 2015 potentially impacting many businesses and local units of government; and,

WHEREAS, portions of the Highway 12 improvements will occur adjacent to and within, the Baraboo Range National Natural Landmark (BRNNL), an area of sensitive natural habitat and extensive environmental protection activity, and the ability to locate billboards within and adjacent to the BRNNL may be limited in accordance with various land use plans that seek to protect the view-shed from artificial intrusion; and,

WHEREAS, the Economic Development Committee of the Sauk County Board of Supervisors created a stakeholders group comprised of business owners and local government representatives from the recently bypassed roadway, as well as similar stakeholders from the segment of Highway 12 in the Baraboo area that will be bypassed beginning in 2015, for the purpose of addressing concerns that fall under the scope of the County's authority; and,

WHEREAS, this stakeholder's group has determined that State of Wisconsin Department of Transportation (WisDOT), impacted businesses, stakeholders, and local units of government must be proactive in addressing similar potential concerns along the portion of the roadway to be bypassed beginning in 2015, and an appropriate, proactive approach necessitates an institutional policy by WisDOT that requires that needed support in the form of way-finding signs and other measures be in place prior to the opening of another segment of bypass.

NOW, THEREFORE, BE IT RESOLVED, that the State of Wisconsin Secretary of Transportation is hereby requested to direct that WisDOT create a proactive stakeholder process that includes impacted businesses, stakeholders, and local units of government to address concerns created by a bypass well in advance of the opening of any bypass and to reinforce this course of action by requiring the approval and placement of directional and way finding signs as a contractual obligation between the WisDOT and the project's general contractor, with assurance that this condition be satisfied prior to the opening of any bypass; and,


**BE IT FURTHER RESOLVED**, that the proactive policy developed by WisDOT include the following elements:

1. At least eighteen months prior to the planning, submittal and estimate (PSE) deadline for a bypass, WisDOT shall convene the above referenced stakeholder process and direct a WisDOT team to coordinate meetings with impacted businesses, stakeholders, and local units of government from the portion of the roadway to be bypassed for the purpose of discussing potential issues of concern, including but not limited to, the approval and placement of way-finding signage; and,
2. WisDOT shall require that appropriate way finding signage become a part of the contractual obligation between WisDOT and the project's general contractor, ensuring that placement of all directional and way finding signs be accomplished prior to the opening of any bypass.


For consideration by the Sauk County Board of Supervisors on June 19, 2012.

Respectfully submitted,


**EXECUTIVE & LEGISLATIVE COMMITTEE**

  
MARKY KRUEGER, Chair

  
JOAN FORDHAM

  
WILLIAM F. WENZEL

  
DONALD STEVENS

  
JASON LANE

ECONOMIC DEVELOPMENT COMMITTEE

\_\_\_\_\_  
MARTY KRUEGER

\_\_\_\_\_  
GERALD LEHMAN

\_\_\_\_\_  
DONNA STEHLING

\_\_\_\_\_  
DAVE RIEK

\_\_\_\_\_  
JOE FISH

\_\_\_\_\_  
DENNIS POLIVKA

\_\_\_\_\_  
BRIAN PEPPER

HIGHWAY AND PARKS COMMITTEE

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VIRGIL HARTJE, Chair

\_\_\_\_\_  
TIM MEISTER

\_\_\_\_\_  
DONALD STEVENS

\_\_\_\_\_  
PETER TOLLAKSEN

\_\_\_\_\_  
BRIAN PEPPER

FISCAL NOTE: This resolution has no direct, fiscal impact. *KPB*

MIS NOTE: No MIS impact.

RESOLUTION NO. 57 - 2012

REQUESTING THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION TO ERECT SIGNAGE ON INTERSTATE 90/94 AND THE U.S. HIGHWAY 12 BY-PASS THAT STATES A COMPLEMENTARY NAME TO COUNTY TRUNK HIGHWAY BD.

WHEREAS, U.S. Highway 12 in Sauk County is the subject of a substantial and needed improvement project from the county line to Lake Delton, and these improvements have included the development of a four-lane, limited access expressway west of the old Highway 12 corridor between Baraboo and Lake Delton; and,

WHEREAS, on January 9, 2008, the Highway and Parks Committee selected the name County Trunk (CTH) BD as the name that will be given to U.S. Highway 12 upon jurisdictional transfer to Sauk County; and,

WHEREAS, on October 21, 2008 a jurisdictional transfer occurred accepting Highway 12 as a County Trunk Highway, pursuant to Resolution 104-08, "Authorization To Enter Into A Memorandum Of Agreement And Jurisdictional Transfer Of United States Highway 12 Located In Sauk County Between The Wisconsin Department Of Transportation And Sauk County"; and,

WHEREAS, the Sauk County Board of Supervisors adopted the 2003 *Sauk County Highway 12 Corridor Growth Management Plan* which identifies CTH BD as a tourist entertainment corridor to include the development of businesses such as hotels, commercial recreation opportunities, and entertainment venues; and

WHEREAS, the Economic Development Committee of the Sauk County Board of Supervisors created a stakeholder group comprised of local government representatives and business owners from the county that are located on or adjacent to the County Highway BD corridor, specifically: the Town of Delton, Ho-Chunk Nation, Town of Baraboo, Village of West Baraboo, City of Baraboo, Town of Sumpter, Devils Lake State Park, Circus World, International Crane Foundation, Baraboo Chamber of Commerce, Wildside, Wilderness, Kalahari, Larson GM, Shultz Enterprises, Baraboo Candy Company, Dells Autobody, Pierce's, Shoe Box, Pizza Ranch, Gander Mountain, Sysco, RR Donnelly, Grainery, and Bekah Kates, for the purpose of addressing and mitigating wherever possible, current and future impacts on businesses affected by the Highway 12 by-pass; and,

WHEREAS, the stakeholder group recognizes that maintaining CTH BD as the only name does not differentiate the corridor from the image a County Trunk Highway designation implies, which is typically undeveloped and rural in nature, and recommends adding a complementary name to CTH BD that signifies the commercial nature of the CTH BD corridor; and,

WHEREAS, the stakeholder group recognizes that it is in the best interest of the county and businesses to establish a complementary name to CTH BD which supports the goal of designating the existing corridor as a commercial business and tourist destination; and,

WHEREAS, the stakeholder group recommends a complementary name of 'Baraboo Dells Heritage Trail' to acknowledge the connection the corridor provides between the Wisconsin Dells and Baraboo area; and,

RESOLUTION NO. 57 - 2012 Requesting The State Of Wisconsin Department Of Transportation To Erect Signage On Interstate 90/94 And The U.S. Highway 12 By-Pass That States A Complementary Name To County Trunk Highway Bd.

Page 2 of 3

WHEREAS, this stakeholder group has determined that State of Wisconsin Department of Transportation (WisDOT), impacted businesses, stakeholders, and local units of government must be proactive with establishing a complementary name to reinforce the intended commercial nature of the CTH BD corridor for both existing and future businesses; and,

WHEREAS, the stakeholder group understands that by designating a complementary name, through a resolution by the Board, the Wisconsin Department of Transportation will be enabled to proceed with the procurement and installation of additional signage that includes the name, 'Baraboo Dells Heritage Trail'.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors designates the complementary name, 'Baraboo Dells Heritage Trail' to be applied to that part of CTH BD that was transferred to Sauk County on October 21, 2008; and,

BE IT FURTHER RESOLVED, that the Sauk County Board of Supervisors designates the complementary name, 'Baraboo Dells Heritage Trail' to be applied to that part of U.S. Highway 12 that will be transferred to Sauk County as CTH BD at such time that the remaining part of the current Highway 12 Corridor is transferred to Sauk County; and,

BE IT FURTHER RESOLVED, that the State of Wisconsin Secretary of Transportation is hereby requested to direct the Wisconsin Department of Transportation to determine appropriate placement and install signage that includes the complementary name, 'Baraboo Dells Heritage Trail' along the Highway 12 bypass and along Interstate 90/94.

For consideration by the Sauk County Board of Supervisors on June 19, 2012.

Respectfully submitted,

**ECONOMIC DEVELOPMENT COMMITTEE**

\_\_\_\_\_  
MARTY KRUEGER

\_\_\_\_\_  
GERALD LEHMAN

\_\_\_\_\_  
DONNA STEHLING

\_\_\_\_\_  
DAVE RIEK

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JOE FISH

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DENNIS POLIVKA

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BRIAN PEPER

RESOLUTION NO. 57 - 2012 Requesting The State Of Wisconsin Department Of Transportation To Erect Signage On Interstate 90/94 And The U.S. Highway 12 By-Pass That States A Complementary Name To County Trunk Highway Bd.

Page 3 of 3

**HIGHWAY AND PARKS COMMITTEE**

\_\_\_\_\_  
VIRGIL HARTJE, Chair

\_\_\_\_\_  
TIM MEISTER

\_\_\_\_\_  
DONALD STEVENS

\_\_\_\_\_  
PETER TOLLAISEN

\_\_\_\_\_  
BRIAN PEPPER

**EXECUTIVE AND LEGISLATIVE COMMITTEE**

\_\_\_\_\_  
MARTIN KRUEGER, Chair

\_\_\_\_\_  
JOAN FORDHAM

\_\_\_\_\_  
DONALD STEVENS

\_\_\_\_\_  
WILLIAM F. WENZEL

\_\_\_\_\_  
JASON LANE

**FISCAL NOTE:** This resolution has no direct, fiscal impact. *KPB*

**MIS NOTE:** No MIS impact.

RESOLUTION NO. 58A-12

**AUTHORIZATION TO CONTRACT WITH TECHNOLOGY SOLUTIONS GROUP  
INC. TO COMPLETE PHONE SYSTEM UPGRADES**

**WHEREAS**, the existing phone system takes care of all the County Facilities; and,

**WHEREAS**, upgrades were last completed in 2009 and we are presently on a three year schedule for upgrades; and,

**WHEREAS**, Sauk County has maintained an excellent working relationship with Technology Solutions Group Inc., who is an Avaya Platinum Business Partner, the highest rating provided by Avaya; and,

**WHEREAS**, the Emergency Management, Buildings & Safety Administrator has met with our existing Avaya Business Partner, Technology Solutions Group Inc., to determine the services that are necessary to complete our upgrades; and,

**WHEREAS**, Technology Solutions Group, Inc. provided a proposal to complete the software support and server at a cost of \$104,876.92; and,

**WHEREAS**, Avaya has provided documentation that Technology Solutions Group, Inc. has received the lowest possible pricing from Avaya for these upgrades; and,

**WHEREAS**, money is budgeted yearly in the County Buildings Services budget to complete such upgrades; and,

**WHEREAS**, the Property & Resources Committee recommends it to be in the best interest of Sauk County to accept the proposal from Technology Solutions Group Inc. in the amount of \$104,876.92,

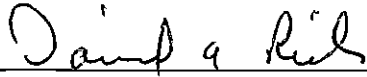
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session that the Emergency Management Buildings & Safety Administrator is hereby directed and authorized to contract with Technology Solutions Group Inc. in the amount of \$104,876.92.




For consideration by the Sauk County Board of Supervisors on June 19<sup>th</sup>, 2012.

Respectfully submitted,

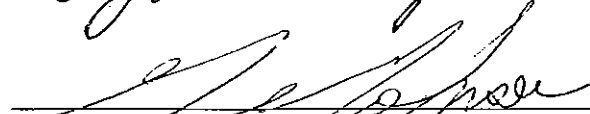
**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
\_\_\_\_\_  
Dave Rick, Chair

\_\_\_\_\_  
Scott Von Asten

  
\_\_\_\_\_  
Virgil Hartje

  
\_\_\_\_\_  
John Miller

  
\_\_\_\_\_  
George Johnson

**Fiscal Note:** Budget dollars for this upgrade are included in the Building Services Budget. *KPB*

**Information System Note:** Upgrade is compatible with existing network hardware.

RESOLUTION NO. 58 - 12

APPROVING COMMUNITY DEVELOPMENT BLOCK GRANTS - REVOLVING LOAN FUND

WHEREAS, Resolution 75-04 created the county wide Revolving Loan Fund for the purpose of supporting economic development efforts on a countywide basis; and,

WHEREAS, the purpose of the fund is to offer business loans to those seeking to expand or create new operations; and,

WHEREAS, a total of \$503,154.54 is available in the Revolving Loan Fund for distribution to applicants; and,

WHEREAS, repayments received from previously extended CDBG-Revolving Loan Fund loans have been accumulated for the sole purpose of funding economic development loans such as this; and,

WHEREAS, after due consideration, the Revolving Loan Fund Committee has recommended that a loan in the amount of \$202,050 be made to Wai Ling Suen, dba Golden Buffet Baraboo LLC as the proposal is consistent with the intent of the Revolving Loan Fund.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does authorize the distribution of \$202,050 in Community Development Block Grant - Revolving Loan Funds to the aforementioned small business; and,

BE IT FURTHER RESOLVED, that the Revolving Loan Fund Committee is authorized to negotiate the loan terms consistent with the Revolving Loan Fund manual; and,

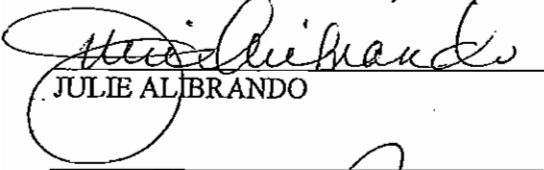
BE IT FURTHER RESOLVED, that the Revolving Loan Administrator is hereby authorized to sign all necessary documents on behalf of the County of Sauk in accordance with this resolution.

For consideration by the Sauk County Board of Supervisors on June 19, 2012.

Respectfully submitted,

REVOLVING LOAN FUND COMMITTEE

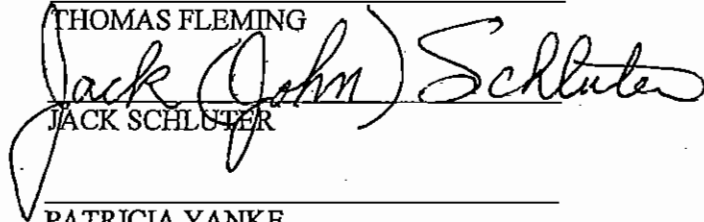
TOMMY LEE BYCHINSKI, Chairperson

  
JULIE ALIBRANDO

JASON LANE

  
MYRON LAROWE

THOMAS FLEMING

  
JACK SCHLUTER

PATRICIA YANKE

Fiscal Note: Funds to be expended from the CDBG-RLF account. The current balance of the Revolving Loan Fund is \$503,154.54. **KAS**

MIS Note: Not Applicable



## MINUTES

### Sauk County Board of Supervisors – Regular Meeting

Tuesday, July 17, 2012

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

Call to order: 6:00 P. M.

**Certify compliance with Open Meeting Law.**

**Roll call.** PRESENT: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing and Krueger. ABSENT: (1) Fordham.

**Invocation and pledge of allegiance.**

**MOTION** (Halfen/Carlson) to adopt agenda. **Motion carried unanimously.**

**MOTION** (Meister/Alexander) to approve minutes of previous session of June 19, 2012. **Motion carried unanimously.**

Chair Krueger informed the board of a scrivener's error on the May 15, 2012 minutes only and not in the agenda. Under appointments for the Wisconsin River Rail Transit Commission; Dennis Polivka should be listed and not Donna Stehling.

**Scheduled appearances:**

- a. Travis Miller of Criterion Associates – Presentation on Organizational Study of the Sheriff's Department.

**Public Comment:**

1. Mark Cummings, Reedsburg, regarding Sheriff's Department.
2. Jim Scherneck, Reedsburg, regarding prison.
3. William Waser, Reedsburg, regarding Criterion Report & Budgeting.
4. Bill McIntyre, Reedsburg, regarding jail.
5. Sherman Raschein, Prairie du Sac, representing RAMO LLC, regarding Petition 9-2012 Rezone Land (handout on file).
6. Tim Moy, Baraboo, representing RAMO LLC, regarding Petition 9-2012 Rezone.
7. Mae Vogel, Reedsburg, regarding dead cattle.

**Communications:**

- a. Position Paper presented at 071212 Department of Transportation Commission on Transportation, Finance and Policy.

**Bills & referrals:** None.

**Claims:** None.

**Appointments:**

**Communications Infrastructure Committee:**

Frederick Halfen, Law Enforcement & Judiciary

Virgil Hartje, Member at Large

MOTION (Ashford/Stevens) to approve all appointments. AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing and Krueger. NAY: (0). ABSENT: (1) Fordham. Motion carried unanimously.

**Unfinished Business:** None.

**Reports: Informational, no action required:**

- 1) Rebecca A. DeMars, 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):
  - a. Petition 9-2012, Applicant: Norbert Moy, agent for Mabel L. David, property owner; Project Location: Town of Baraboo; Current Zoning: Agricultural; Proposed Zoning: Commercial.
- 2) Tim Stieve, Emergency Management, Buildings & Safety Administrator and Penny Pohle, Education Coordinator/Fiscal Manager: June 2, 2012 Clean Sweep. *(handout on file)*
- 3) County Board Chair, Marty Krueger, Executive & Legislative Committee.
- 4) Marty Krueger, County Board Chair.
  - a. County Directories
  - b. 07/12 meeting with Department of Transportation
  - c. Board Rules and Discussion
- 5) Kathryn Schauf, Administrative Coordinator.
  - a. Schematic Design/Estimate of Probable Cost for 2013 West Square Building Remodel. *(handout on file)*

**Consent Agenda.** None.

**Resolutions & Ordinances.**

**AGING AND DISABILITY RESOURCE CENTER & FINANCE:**

**Resolution 59 - 2012 Authorizing Continuing Authority To Submit Capital Assistance Grants (Section 5310 Grant) To The Wisconsin Department Of Transportation Authorizing Purchase Of Two (2) Used, Medium Buses From Care Wisconsin, Inc., And Amending The 2012 Budget.** MOTION (Carlson/Kriegl). Trish Vandre, Aging & Disability Resource Center Director responded to questions regarding bus operation costs, bus routes, ridership percentage and future funding availability. *(handouts on file)* VOTE: AYE: (26) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Bychinski, Fish, Lane, Riek, Dawson, Miller, Von Asten, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing and Krueger. NAY: (4) Johnson, Tollaksen, Lombard, Detter. ABSENT: (1) Fordham. Motion carried.

**CONSERVATION, PLANNING & AND ZONING:**

**Ordinance 11 - 2012 Petition 9-2012 Approving The Rezoning of Lands In The Town Of Baraboo From An Agricultural To A Commercial Zoning District Filed Upon Mabel David, % Dale Burgess, Applicant And Property Owner, Norbert Moy, Agent:** MOTION (Polivka/Lehman). Halfen excused from discussion and voting on this resolution.

**\*\*** VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Detter, Wenzel, Stehling, Netzing and Krueger. NAY: (0). ABSENT: (2) Halfen and Fordham. Motion carried unanimously.  
Ordinance effective upon passage pursuant to 59.69 (5) (e) (6), of Wisconsin State Statutes, July 17, 2012.

**\*\*** Correction of Supervisor Von Asten's vote on Ordinance 11-2012 from Yes to No changing the vote results to AYE: (28) NAY (1) at the August 21, 2012 County Board of Supervisor Meeting.  
**Resolution 60 - 2012 Awarding A Contract For The Design Of Stream Protection Measures In The Clark Creek Watershed:** MOTION (Stevens/Nobs). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje,

Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing and Krueger. NAY: (0) ABSENT: (1) Fordham. Motion carried unanimously.

**ECONOMIC DEVELOPMENT, HIGHWAY & PARKS AND EXECUTIVE & LEGISLATIVE:**

**Resolution 61 - 2012 Requesting The State Of Wisconsin Department Of Transportation Present The Final Conclusions Of An Environmental Impact Statement And Take Into Consideration Suggestions That Address The Loss Of Access To The Baraboo Area At Point Of Rocks And Safety Issues Associated With A Proposed At-Grade Intersection At Ski Hi Road And U.S. Highway 12:**

MOTION (Lehman/Halfen) VOTE: AYE (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing and Krueger. NAY: (0). ABSENT: (1) Fordham. Motion carried unanimously.

**EXECUTIVE & LEGISLATIVE:**

**Resolution 62 - 2012 Amending The Rule IV Q Of The Rules Of The Sauk County Board Of Supervisors To Change The Mailing Date For Notice Of Special Appointments:**

MOTION (Wenzel/Lane). VOTE: AYE: (28) Smoke, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing and Krueger. NAY: (2) Kriegl and Von Asten. ABSENT: (1) Fordham. Motion carried.

**EXECUTIVE & LEGISLATIVE AND PUBLIC HEALTH BOARD:**

**Resolution 63 - 2012 Authorizing The Purchase Of Public Health Records Management Software And Related Hardware:**

MOTION (Lane/Stehling). Cindy Bodendain, Public Health Director and Steve Pate, Management Information Systems Coordinator responded to questions regarding system costs in RFP responses, annual support costs and benefits of an integrated health records system.

MOTION (Bychinski/Tollaksen) for the previous question (to end discussion). VOTE: AYE: (27) Smoke, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, and Krueger. NAY: (3) Kriegl, Von Asten and Netzing. ABSENT: (1) Fordham. Motion carried.

VOTE ON ORIGINAL MOTION: (Lane/Stehling) VOTE: AYE: (24) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Bychinski, Fish, Lane, Riek, Miller, Von Asten, Lombard, Ashford, Nobs, Polivka, Carlson, Peper, Alexander, Detter, Wenzel, Stehling, and Krueger. NAY: (6) Johnson, Tollaksen, Dawson, Stevens, Halfen, and Netzing. ABSENT: (1) Fordham. Motion carried.

**PROPERTY & INSURANCE:**

**Resolution 64-2012 Authorization To Contract With Trane Building Services To Complete Emergency Repairs To The Chiller Unit At The Law Enforcement Center:**

MOTION (Halfen/Riek ). VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing and Krueger. NAY: (1) Lehman. ABSENT: (1) Fordham. Motion carried.

**Resolution 65 - 2012 Authorization To Contract With Stanley Convergent Security Solutions To Complete Upgrades To The Original Commander System Equipment.**

MOTION (Riek/Miller). Supervisor Riek questioned timing of this upgrade in light of Criterion Report and postponing having Law Enforcement Committee review again.

MOTION (Halfen/Lehman) to postpone resolution in light of Criterion Report and send back to Law Enforcement for review. Tim Stieve, Emergency Management, Buildings & Safety Administrator responded to questions regarding age of equipment and system features.

VOTE ON MOTION TO POSTPONE: AYE: (28) Smoke, Kriegl, Meister, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling and Krueger. NAY: (2) Hartje and Netzing. ABSENT: (1) Fordham. **Motion carried.**

MOTION (Lane/Tollaksen) to adjourn until Tuesday, August 21, 2012 @ 6:00 p.m. **Motion carried unanimously.**

Adjournment: 10:40 P.M.



Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: August 21, 2012

*State Of Wisconsin, County of Sauk:* I certify that the above is a true and correct copy of the July 17, 2012 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

*Original documents & CD recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286  
[www.co.sauk.wi.us](http://www.co.sauk.wi.us)*

s:/everyone/cty-bd\_min/2012/ctybdMINUTESJuly172012.doc.

audio: CD on file in the County Clerk's Office AND <https://www.co.sauk.wi.us/countyboard>

By May 29  
Hearing June 26  
July 17<sup>th</sup> County Approval

Petition #

9-2012

## 2012 DEVELOPMENT APPLICATION

Sauk County Conservation, Planning and Zoning  
505 Broadway Street - Sauk County West Square Building  
Baraboo, Wisconsin 53913  
(608) 355-3245

RECEIVED

JUN - 6 2012

### Instructions:

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

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

### ZONING:

CURRENT Agricultural

PROPOSED Commercial

NAME OF SUBDIVISION (if applicable) --

### PROJECT

LOCATION E 11245 / E 11249 A County Rd W

TOWNSHIP Baraboo

### PROPERTY

OWNER Mabel L David c/o Dale Burgess

APPLICANT Norbert Moy

### PHONE

NUMBER 608-477-1541

### MAILING

ADDRESS S 4195 Foxhill Rd

Baraboo, WI 53913

SIGNATURE OF APPLICANT Norbert Moy

DATE

Fee Paid 500.00

Receipt # #53444

(Credit Account # 10063-444240)

c: Corporation Counsel's Office  
Planning and Zoning Office

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

County Supervisor

RECEIVED  
Sauk County

MAY 29 2012

Conservation, Planning  
and Zoning Department

PROJECT FACTS

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

Name of Subdivision (if applicable) NA

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

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	<u>Ag</u>	<u>Field</u>
North	<u>City</u>	<u>Farm: Field / Retail</u>
South	<u>Ag</u>	<u>Field</u>
East	<u>City</u>	<u>Mobile Home Park</u>
West	<u>City</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 Commercial for Development of Mini Storage  
facility. Phase one 250-300 units By end of 2012.  
complete Build out 800 units within Next 10 years  
on 7-9 Acres.

2. Related background information on the project and site.

property is planned for Commercial Development on  
Town of Baraboo plan for future,



SAUK COUNTY PLANNING AND ZONING  
OWNER'S CONSENT FORM

5

Mabel L David c/o Dave Burgess the sole owner of record of the  
Owner's Name

property legally described as:

03-11N-06E

S 3-11-6 NE-SE EXC E 350'

Parcel # 0082 29 Acres Total

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

of Mabel L David and expressly consents to the use of the  
Applicant/Owner's Name

subject property for the purpose rezone described in the  
Type of Request

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

By \_\_\_\_\_  
Owner's Name

[illegible]

Age Group	No opinion	Not a problem	Problem	Very serious problem
18-24	~10%	~10%	~10%	~10%
25-34	~10%	~10%	~10%	~10%
35-44	~10%	~10%	~10%	~10%
45-54	~10%	~10%	~10%	~10%
55-64	~10%	~10%	~10%	~10%
65+	~10%	~10%	~10%	~10%

SAUK COUNTY PLANNING AND ZONING  
OWNER'S CONSENT FORM

5

Mabel L David c/o Dale Burgess the sole owner of record of the  
Owner's Name

property legally described as:

03-11N-06E

S 3-11-6 NE-SE EXC E 350'

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

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

subject property for the purpose Commercial Zoning described in the  
Type of Request

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

By Dale R Burgess (P.R.)  
Owner's Name

RESOLUTION NO. 59-12

**AUTHORIZING CONTINUING AUTHORITY TO SUBMIT CAPITAL ASSISTANCE GRANTS (SECTION 5310 GRANT) TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION, AUTHORIZING PURCHASE OF TWO (2) USED, MEDIUM BUSES FROM CARE WISCONSIN, INC., AND AMENDING THE 2012 BUDGET**

**WHEREAS**, through Resolution 103-11, the Sauk County Board of Supervisors resolved to give the Aging & Disability Resource Center "continuing authority to prepare and submit to the Wisconsin Department of Transportation annual applications for financial assistance to operate The Bus (Section 5311 Grant) and accept grants awarded in conformance with the requirements issued by that Department so long as such financial assistance and required County tax levy match are available"; and

**WHEREAS**, The Bus will provide deviated, fixed route service between 1) Baraboo-Merrimac-Prairie du Sac-Sauk City-Plain-Spring Green and 2) Baraboo-North Freedom-Rock Springs-Lake Delton-Reedsburg, twice daily Monday through Friday beginning Monday, July 23, 2012; and

**WHEREAS**, the Aging & Disability Resource Center submitted Section 5310 Grant Applications to the Wisconsin Department of Transportation and was awarded capital financial assistance for the past two biennial budget cycles, 2010-2011 and 2012-2013; and

**WHEREAS**, Care Wisconsin Inc., a managed care organization, is also a Section 5310 Grant recipient and has terminated its transportation services to its members, effective May 31, 2012, and has made its existing vehicle fleet available for purchase to other Section 5310 grantees; and

**WHEREAS**, the Aging & Disability Resource Center continues to use transportation program revenues on the constant, non-routine maintenance of its two oldest buses, namely Bus No. 1 (purchased in 2002) and Bus No. 2 (purchased 2005), and requests their replacements; and

**WHEREAS**, the Aging & Disability Resource Center has determined that it is financially responsible to purchase two used, medium buses from Care Wisconsin Inc. using 80% of the current market value of the buses from its 2012-2013 5310 Grant and 20% of the current market value of the buses from a combination of its trust account and 2012 County Levy allocation in the Transportation Program, as local match; and

**WHEREAS**, the Aging & Disability Resource Center has \$8,097.00 available in a trust account at the Baraboo National Bank which is designated for the purchase of two medium buses; and

**WHEREAS**, the Aging & Disability Resource Center Committee met in regular session on Wednesday, May 8, 2012 and approved the purchase of the two used, medium buses; and

**WHEREAS**, the Wisconsin Department of Transportation issued a Section 5310 Grant Amendment to amend the procurement of the two used, medium buses from two new, medium buses as detailed in the 2012-2013 Section 5310 Grant; and

**WHEREAS**, the Aging & Disability Resource Center enters the Section 5310 Grant value in the Sauk County budget year in which the purchase naturally occurs; and

**WHEREAS**, the opportunity to purchase two used, medium buses in 2012 was not anticipated in 2011 and the 2012 County Budget needs to be amended to reflect the actual purchase costs.

Resolution No: 59-12, Authorizing Continuing Authority to Submit Capital Assistance Grants (Section 5310 Grant) to the Wisconsin Department of Transportation, Authorizing Purchase of Two (2) Used, Medium Buses from Care Wisconsin, Inc., and Amending the 2012 Budget

Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Aging & Disability Resource Center be and hereby is given the continuing authority to prepare and submit to the Wisconsin Department of Transportation annual applications for capital financial assistance (Section 5310 Grant) to purchase vehicles and accept grants awarded in conformance with the requirements issued by that Department so long as such capital financial assistance and required County tax levy match are available.

NOW, THEREFORE, BE IT ALSO RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Aging & Disability Resource Center be and hereby is given the authority to purchase two used, medium buses from Care Wisconsin, Inc. using 80% of the current market value of the buses from its 2012-2013 5310 Grant and 20% of the current market value of the buses from a combination of its trust account and 2012 County Levy allocation in the Transportation Program, as local match.

NOW, THEREFORE, BE FURTHER RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the 2012 Sauk County Budget be amended to reflect the purchase of these two used, medium buses.

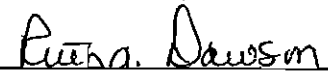
For consideration by the Sauk County Board of Supervisors on Tuesday, July 17, 2012.

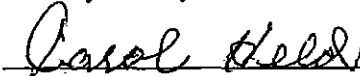
Respectfully submitted,

**AGING & DISABILITY RESOURCE CENTER COMMITTEE**

  
Arthur Carlson, Chair

  
Tommy Lee Bychinski

  
Ruth Dawson

  
Carol Held

\_\_\_\_\_  
Thomas Kriegl

**FINANCE COMMITTEE**

\_\_\_\_\_  
Tommy Lee Bychinski, Chair

\_\_\_\_\_  
Joan Fordham

\_\_\_\_\_  
Jason Lane

\_\_\_\_\_  
Andrea Lombard

\_\_\_\_\_  
William R. Wenzel

Resolution No. 59-12, Authorizing Continuing Authority to Submit Capital Assistance Grants (Section 5310 Grant) to the Wisconsin Department of Transportation, Authorizing Purchase of Two (2) Used, Medium Buses from Care Wisconsin, Inc., and Amending the 2012 Budget

Page 3

Fiscal Note:

KPB

Vehicle Description	Model Year	Seating Positions	Fuel Type	Care WI Unit Nos.	Mileage as of 3/12/12	Current Market Value	Section 5310 Share	ADRC Trust Account Share	ADRC County Levy Share
Ford E450 Super Duty Elkhart Medium Bus	2010	10/2	Gas	073-10	26,501	\$22,200	\$17,760	\$4,138	\$302
Ford E450 Super Duty Elkhart Medium Bus	2010	8/3 or 10/2	Gas	202-10	38,718	\$21,300	\$17,040	\$3,959	\$301
Totals						\$43,500	\$34,800	\$8,097	\$603

MIS Note: No MIS impact.

ORDINANCE NO. 111-2012

**PETITION 9-2012. APPROVING THE REZONING OF LANDS IN THE TOWN OF BARABOO  
FROM AN AGRICULTURAL TO A COMMERCIAL ZONING DISTRICT FILED UPON  
MABEL DAVID C/O DALE BURGESS, APPLICANT AND PROPERTY OWNER, NORB MOY.  
AGENT**

**WHEREAS**, a public hearing was held by the Conservation, Planning, and Zoning Committee upon petition 9-2012 as filed by Mabel David c/o Dale Burgess for a change in the zoning of certain lands from an Agricultural to a Commercial Zoning District; and

**WHEREAS**, the purpose of the request, as stated by the applicant, is to accommodate the development of a mini-storage facility; and

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

**WHEREAS**, the Conservation, Planning, and Zoning Committee reviewed and discussed the request as described in petition 9-2012; and

**WHEREAS**, your Committee, based upon the facts of the request and public testimony heard at the public hearing on July 12, 2012, recommended to the Sauk County Board of Supervisors that the petition be approved; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more specifically described in petition 9-2012, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

For consideration by the Sauk County Board of Supervisors on July 17, 2012.

Respectfully submitted,

**CONSERVATION, PLANNING, AND ZONING COMMITTEE**

\_\_\_\_\_  
GERALD LEHMAN, CHAIR

\_\_\_\_\_  
FREDERICK HALFEN

\_\_\_\_\_  
JUDY ASHFORD

\_\_\_\_\_  
DON NOBS

\_\_\_\_\_  
JOHN DIETZ

\_\_\_\_\_  
DENNIS POLIVKA

Fiscal Note: No Impact  
MIS Note: No Impact

413

OFFICE OF  
SAUK COUNTY CONSERVATION, PLANNING, AND ZONING

SAUK COUNTY WEST SQUARE BUILDING  
505 BROADWAY  
BARABOO, WI 53913  
Telephone: (608) 355-3285

**NOTICE**

PLEASE TAKE NOTICE, that the Conservation, Planning, and Zoning Committee of the Sauk County Board of Supervisors will hold a public hearing on July 12, 2012, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in Room B30 to consider:

- I. A. Petition 9-2012 Rezone. A petition to rezone certain lands in the Town of Baraboo, County of Sauk, Wisconsin, from an Agricultural to a Commercial Zoning District. Lands are owned by Mabel L. David c/o Dale Burgess.  
  
Lands to be affected by the proposed rezone are located in Section 3, T11N, R6E, Town of Baraboo, Sauk County, Wisconsin and further described as parcel 002-0082-00000. Said area to be rezoned contains 29.34 acres more or less.
- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.
- II. A. The proposed commercial rezone is to accommodate the development of a mini-storage facility.
- B. Any person desiring more information may contact the Sauk County Conservation, Planning, and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285).

Date: June 20, 2012

SAUK COUNTY CONSERVATION, PLANNING, AND ZONING COMMITTEE

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

To be published June 28, 2012 and July 5, 2012

For office use only: Pet. No. 9-2012

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





**Staff Report**  
**Conservation, Planning, and Zoning**  
**Mabel L. David, owner Norb Moy, agent Rezone Petition 9-2012**

*Hearing Date: July 12, 2012*

**Applicant:**

Mabel L. David c/o Dale Burgess  
Norb Moy, agent

**Staff:**

Brian Simmert, CPZ  
355-4834  
[bsimmert@co.sauk.wi.us](mailto:bsimmert@co.sauk.wi.us)

**Current Zone:**

Agricultural

**Proposed Zone:**

Commercial

**Comprehensive Plans:**

Town of Baraboo Comprehensive Plan  
City of Baraboo Comprehensive Plan

**Lot Size/Area to be Rezoned:**

29.34 acres

**Applicable Zoning Regulations:**

7.09 Commercial Zoning District

**Notification:**

(by U.S. mail, except newspaper)  
June 20, 2012: Newspaper  
June 20, 2012: PZLR Committee  
June 20, 2012: Town Clerk  
June 20, 2012: Neighboring  
Landowners

**Town Board Approval:**

Yes, June 11, 2012

**Exhibits:**

- A. Map of area to be rezoned
- B. Town of Baraboo Land Use Map
- C. City of Baraboo Land Use Map
- D. Intergovernmental Cooperation  
Section, Town of Baraboo  
Comprehensive Plan
- E. Intergovernmental Cooperation  
Chapter, City of Baraboo  
Comprehensive Plan
- F. Site Plan

**Request**

Mabel David, property owner and Norb Moy, agent are requesting a rezone from an Agricultural to a Commercial zoning district. The property is located adjacent to the City of Baraboo.

**Legal Description of Area**

Part of a parcel located in Section 3, T11N, R6E, Town of Baraboo. The area is also defined as parcel 002-0082-00000.

**Background**

The subject property consists of a farm field. The potential future owner, Norb Moy, wishes to use the property for the construction of mini self-storage warehouse units. Phase 1 to consist of 250-300 units by the end of 2012 with a complete build-out of 800 units within 10 years, utilizing 7-9 acres (Exhibit F). The rezone to Commercial is required as this zoning district permits mini self-storage warehouse units following the issuance of a Special Exception for said use by the Sauk County Board of Adjustment.

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

Direction	Zoning	Land Use
Property	Agricultural	Farm Field
North	City Zoning	Farm & Fleet
South	Agricultural	Farm Field
East	City Zoning	Manufactured Home Park
West	City Zoning	Vacant Land/Old Farmstead

**Analysis**

The proposed rezone appears to be consistent with the Town of Baraboo Comprehensive Plan insofar that the rezone to commercial is consistent with the Town's Proposed Land Use Map (Exhibit B). The proposed land use does not appear to be consistent with the City of Baraboo's Planned Land Use Map (Exhibit C) which recognizes the area as a Planned Business and Planned Neighborhood consisting of a mix of residential, Neighborhood office/business, and parks. Both maps are from the respective town or city comprehensive plan.

The intergovernmental sections of both comprehensive plans offer guidance to resolve (land use) conflict. Generally, both plans suggest a formalized process to discuss and reach agreement on issues as boundary agreements, future land uses, utility services, etc. Please see an excerpt from the Town of Baraboo's Comprehensive Plan, Intergovernmental Cooperation section (Exhibit D) and City of Baraboo's Comprehensive Plan, Intergovernmental Cooperation Chapter (Exhibit E) for more information regarding suggested approaches to resolving conflict.

The Sauk County Comprehensive Plan refers to the applicable local unit of governments' comprehensive plan for guidance on future land uses and rezones. In this instance, the land being considered for a rezone is within the Town of Baraboo's jurisdiction.

**Standards for Rezoning per 7.05B(5)**

There are no standards for rezoning out of the Agricultural Zoning District, however the Conservation, Planning, and Zoning Committee may consider the standards for rezoning lands out of an Exclusive Agricultural District as guidance to their decision making process. These standards are as follows:

- (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable amount of time as determined by the Agency.
- (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide such facilities.
- (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- (d) Potential conflict with remaining agricultural lands and uses in the area.
- (e) Need for the proposed development in the location specified.
- (f) Availability of alternative locations.
- (g) Productivity of the agricultural lands that are involved or affected.
- (h) Whether the development as proposed is located to minimize the amount of agricultural land converted.

**Standards for Special Exception Permit per 7.09(4)(b)**

While the Conservation, Planning, and Zoning Committee does not consider Special Exception Permits, the standards utilized by the Sauk County Board of Adjustment may provide additional guidance to the Committee when considering the rezone. These standards will also be utilized by the Board of Adjustment when considering the special exception for the mini self-storage warehouse units. The standards are as follows:

- 1. Not cause unusual public service needs.
- 2. Not substantially impair or diminish the uses, values and enjoyment of other property in the surrounding area for purposes already permitted.
- 3. Provide safe access and adequate parking facilities.
- 4. Provide access for emergency vehicles.
- 5. Provide responsible surface water management.
- 6. Not cause air, water or noise pollution or adversely affect rare or irreplaceable natural areas.

### **Committee Action Options**

**Approve** Petition 9-2012, based on the facts of the request presented at the public hearing, consistency with the Town of Baraboo Comprehensive Plan recognizing the future use of the property for commercial purposes, and standards for rezoning lands being considered.

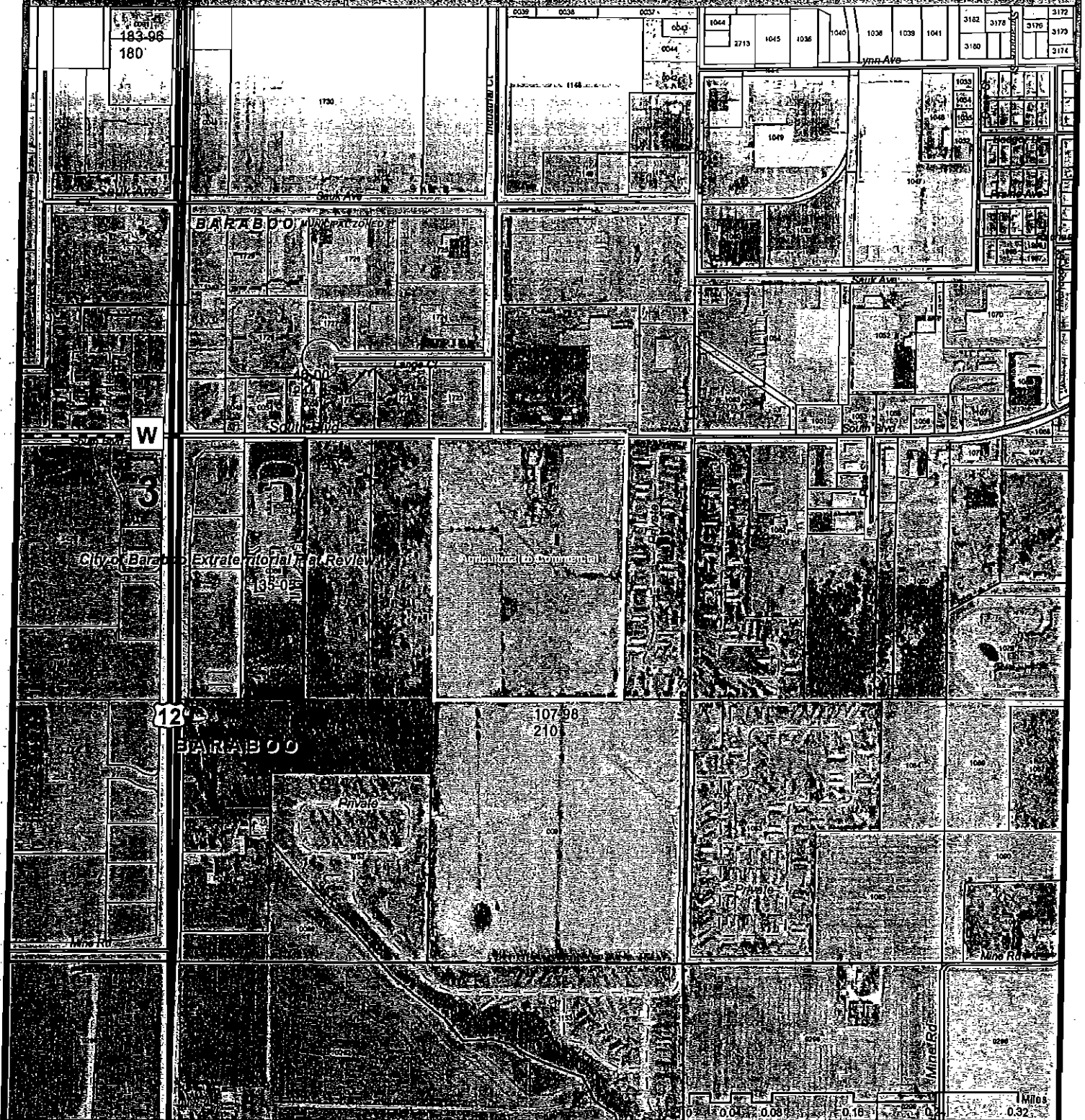
**Disapprove** Petition 9-2012, based on the facts of the request presented at the public hearing, inconsistency with the City of Baraboo's Comprehensive Plan and the standards for rezoning lands not being met.

**Modify and Approve** Petition 9-2012. Not recommended.

### **Staff Recommendation**

Staff recommends approval of Petition 9-2012.

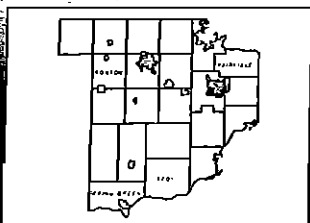
# Mabel L. David, Rezone Petition 9-2012



Legend

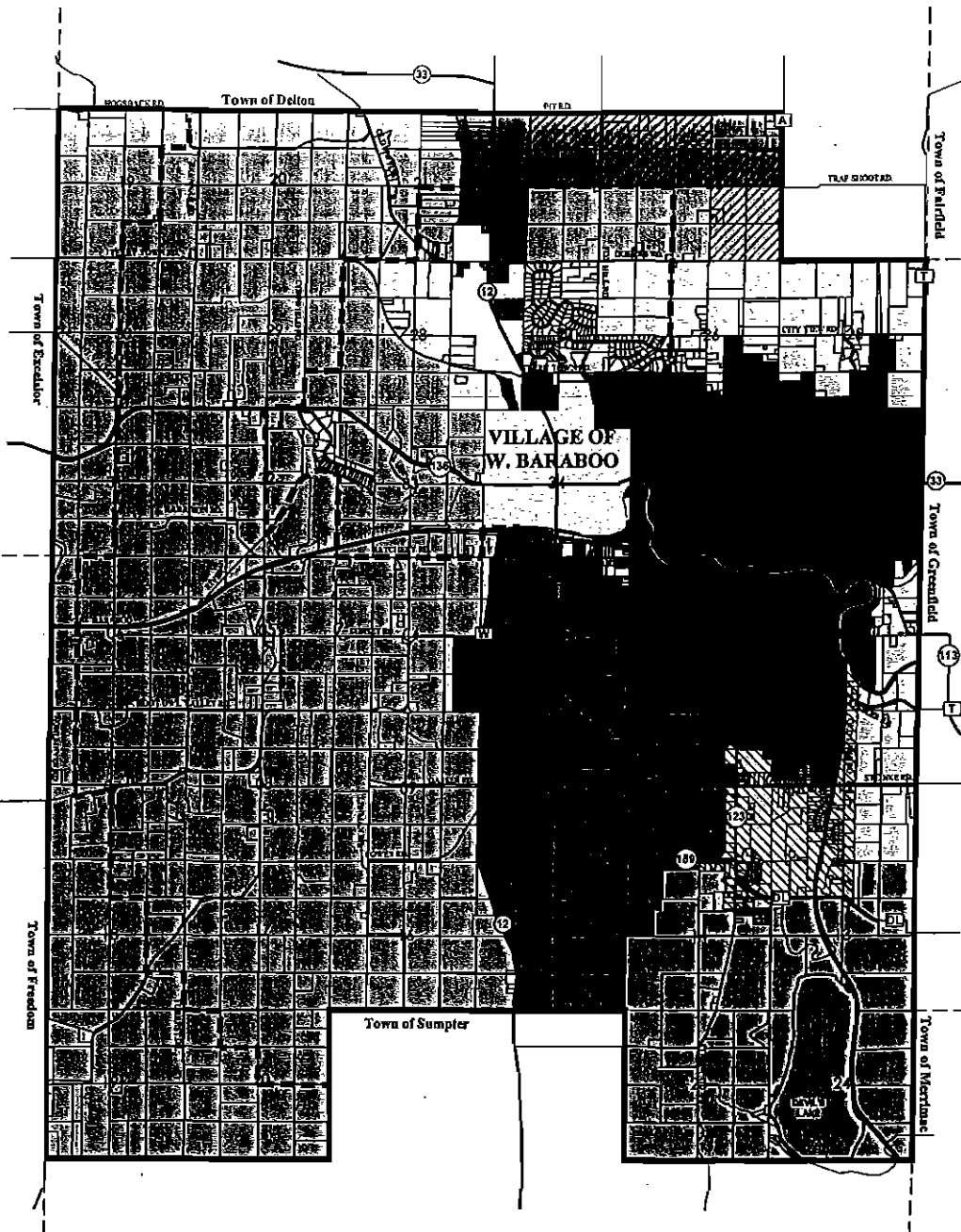
Road Containing Sauk Soil  
Agriculture Soil  
180'

Zoning	
AG	Residential
SO	Residential
...	...

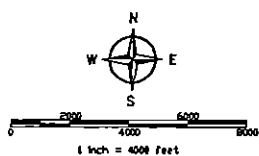


PROPOSED LAND USE PLAN-MARCH 2010  
**TOWN OF BARABOO**  
 SAUK COUNTY, WISCONSIN

E-13



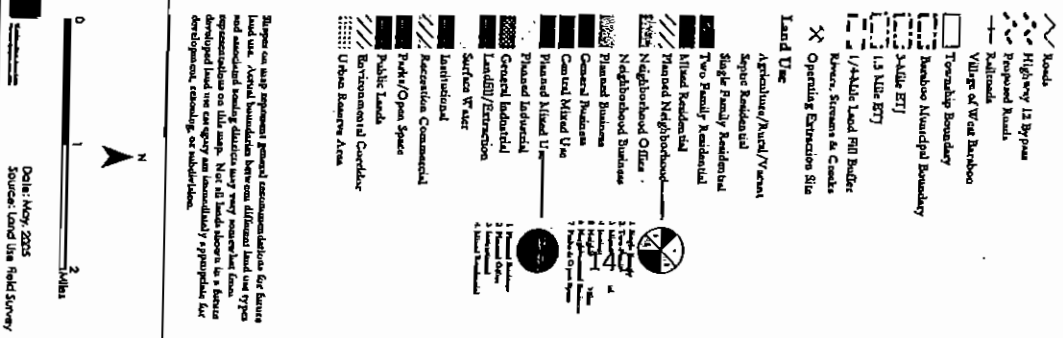
LEGEND	
ZONING DISTRICTS	BOUNDARIES, OVERLAYS, LINES AND MUNICIPAL LIMITS
SINGLE FAMILY RESIDENTIAL	CITY OF BARABOO OVERLAY
AGRICULTURAL	VILLAGE OF WEST BARABOO OVERLAY
EXCLUSIVE AGRICULTURAL	UNIMPROVED - TREE RETENTION
ECONOMIC CORRIDOR - 35	SANITARY DISTRICT
RECREATIONAL - COMMERCIAL	PARK / PUBLIC PROPERTY
COMMERCIAL	PUBLIC ROAD RIGHT-OF-WAY
	PUBLIC ROADS
	TOWNSHIP BOUNDARY
	RIVER & LAKE
	FAIR ROAD
	CITY OF BARABOO EXTRAJURISDICTIONAL BOUNDARY
	VILLAGE OF WEST BARABOO EXTRAJURISDICTIONAL BOUNDARY



Exc

# City of Baraboo Comprehensive Plan 5b

## Planned Land Use



## **VII. Intergovernmental Cooperation**

### **Goal 7: Promote Improved Intergovernmental Coordination with all surrounding communities and the school district.**

This planning process has been closely coordinated with Baraboo's neighboring communities. Additionally, the planning process was organized to facilitate close coordination between the Towns of Fairfield and Greenfield, the Village of West Baraboo, and the City of Baraboo.

The Sauk County Planning and Zoning Department set six meetings between the participating communities. The intent was to share each community's objectives and policies in the hopes of preparing intergovernmental agreements to implement the individual community's plan.

In preparation for these meetings, representatives from the Towns of Baraboo, Fairfield, and Greenfield met and established shared objectives that should be followed for the intergovernmental process. The following statements will be used as the basis for generating detailed agreements between each community.

#### **A. Promote Better Communication between Jurisdictions**

One of the challenges to promote better intergovernmental planning is to support better communication between each of the jurisdictions. As a policy, the Town of Baraboo will support methods to formalize communication between communities that further this objective.

#### **B. Improve and formalize development review mechanisms between the City, Village, and Towns.**

As an intergovernmental recommendation and policy, the Town recommends the further exploration of programs that will formalize the development review mechanisms between the varied communities. This will be explored throughout the intergovernmental programs.

#### **C. Address Regional Transportation Impacts**

An important consideration for future intergovernmental agreements is to consider traffic impacts. Specific concerns were raised over development in one community having adverse traffic impacts in other communities. The intergovernmental agreements should address mechanisms for impact fees or other arrangement to make improvements to Town Roads that will be impacted due to new development.

#### **D. Promote a regional approach to Housing**

Each of the participating communities recognizes that they are one component of a larger Baraboo-Area community. As one community, each area should provide different elements needed to support and enhance the community. Although each of the rural towns, including Baraboo, do have a responsibility to provide adequate housing, this should be planned, limited, and done so to limit conflicts with agricultural and sensitive natural areas. It is critical that environmental and productive

agricultural lands are recognized as features that support and provide value to the larger community. Regional growth strategies implemented through the intergovernmental agreements should recognize these as vital uses, and provide for development areas and techniques that maximize their protection. And while the Towns can promote a range of housing types, a larger range of housing types can obviously be supported by the more advanced infrastructure of the City and Village.

#### **E. Develop Boundary/Intergovernmental Agreements**

The development of boundary and intergovernmental agreements is the key method through which much of this coordination will take place.

#### **F. Relationship with School District**

The Town must continue to work cooperatively with the school district on planning for future enrollment.

#### **Description of the Process to Resolve Conflicts**

The Town of Baraboo has been participating with surrounding towns and municipalities to create intergovernmental agreements. This structured process was established as a second phase to the Highway 12 Growth Management Plan. Continuing these discussions and finalizing agreements is the preferred method to complete this process.

The recommendations in the Comprehensive Plan also stress communication as an ongoing means to address issues and conflicts. Intergovernmental goal setting meetings have also recommended the formalization of intergovernmental committees and plan review authorities to address intergovernmental issues in a more formal format.



## CHAPTER NINE: INTERGOVERNMENTAL COOPERATION

## CHAPTER NINE: INTERGOVERNMENTAL COOPERATION

This chapter is focused on “intergovernmental cooperation”, or any formal or informal arrangement by which officials of two or more jurisdictions communicate visions and coordinate plans, policies, and programs to address and resolve land use, transportation, natural resource, utility or facility services, or other issues of mutual interest. In a state with over 2,500 units of government or special purpose districts, it is becoming increasingly important to coordinate decisions that affect neighboring communities in the comprehensive planning process.

Per the requirements of Wisconsin’s comprehensive planning legislation, this chapter of the *Comprehensive Plan* includes goals, objectives, policies and programs for joint planning and decision-making; incorporates by reference all plans and agreements to which the City of Baraboo is a party under §66.0301, §66.0307, or §66.0309, Wisconsin Statutes; and identifies known existing or potential conflicts between this *Comprehensive Plan* and the plans of adjacent villages and towns, Sauk County, the State of Wisconsin, and school districts.

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### A. Existing City Plans

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Baraboo has a history of community planning and implementation with a master plan update in 1994 and now with this *Plan* in 2005. The City has an adopted zoning ordinance, subdivision ordinance, erosion control ordinance, stormwater management ordinance, floodplain ordinance, and wetland zoning ordinance. These ordinances have been updated over time to respond to changing trends in development and in local attitudes. The following is a summary of the planning efforts undertaken by the City in recent years:

#### 1. Master Plan (1992)

The City prepared its 1992 Master Plan update with assistance from the Mid-States Associates, Inc. This plan provided recommendations on land use, economic development, community facilities, transportation, housing, natural resources, and implementation. The 1992 plan recommended that the Village grow in all directions in different phases over the subsequent 20 years, along with several transportation and utility improvements to serve these future growth areas. While some ideas in the 1992 plan have been carried forward, this *Comprehensive Plan* supercedes that 1992 plan.

#### 2. Southwest Growth Area Plan (1999)

This plan by Vandewalle & Associates compiled and analyzed the different growth management techniques available to Baraboo and established a more detailed phasing plan for residential growth on the City’s southwestern edge. Using the general growth areas identified in the 1992 master plan, this 1999 detailed plan update identified and mapped growth south of South Blvd. through 2020, generally from Moore Street on the east end to the proposed USH 12 Bypass on the west end (see Map 5a). Chapter Four: Land Use of this *Comprehensive Plan* illustrates that area as an urban reserve area, and advises a detailed neighborhood planning effort for this area prior to any development activity to reflect more recent trends, future expectations, and intergovernmental cooperation.

#### 3. Industrial Development Areas Plan (1999)

This plan by Vandewalle & Associates oriented to guide/direct non-residential development in and around the City. The Plan provides a vision and strategy for non-residential development the southwest, east, and northwest part of the City. The plan provided land use, traffic and circulation, community facilities, and design recommendations. Many of the recommendations of this 1999 plan remain appropriate, and have been incorporated and in certain cases enhanced in this *Comprehensive Plan*. However, business park development on the east edge of the City has proven to be an unpopular recommendation among residents and city official, and has been removed entirely from this *Plan*.

#### 4. Comprehensive Outdoor Recreation Plan (2002)

The City updated its five-year Outdoor Recreation Plan to recommend improvements to existing park and recreational facilities and identify opportunities to expand the City's park system. The plan was guided by the Parks and Recreation Department. The plan recommended a pedestrian way/riverwalk system and on-street bicycle routes. It also recommended acquiring park and open space areas on the eastern edge of the City as it expands. This *Comprehensive Plan* built on the recommendations of the 2002 Comprehensive Outdoor Recreation Plan, providing additional detail and forecasting for future park and trail/riverwalk opportunities. These new ideas should be considered when the Outdoor Recreation Plan is again updated in the coming years.

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### B. Existing Regional Framework

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The following is a description of the plans of other local and state jurisdictions operating within or adjacent to the City of Baraboo. Following the description of each jurisdiction's plan, this section analyzes potential conflicts with the *City of Baraboo Comprehensive Plan*. Where conflicts are apparent, a process to resolve them is also proposed.

#### 1. Important State Agency Jurisdictions

The Wisconsin Department of Transportation's (WisDOT) District 1 office, located in Madison, serves all of Sauk County. The District 1 office was notified of all transportation-related issues affecting the City to ensure ongoing communication and so that potential conflicts could be identified and discussed during the planning process.

As described in greater detail in Chapter Four, WisDOT is commencing the most significant major transportation project in the Baraboo area in the last fifty years. The Highway 12 Bypass project, which is scheduled for construction within the planning period, will have a significant impact on development of the City and the Baraboo area. The City should carefully monitor and participate in all phases of the study, design, and construction process to assure that local concerns and plans are represented.

The Wisconsin Department of Natural Resources (WisDNR) provides service to all Sauk County residents out of its South Central Wisconsin office in Poynette and Madison. WisDNR has been active in natural area planning and acquisition around Baraboo. The Department of Agriculture Trade and Consumer Protection (DATCP) is the state agency which administers the state's Farmland Preservation Program for farm owners in the surrounding towns. There are no known conflicts between the City's plan and the plans and actions of these State agencies.

#### 2. Regional Planning Jurisdictions

The City of Baraboo—and all of Sauk County—is not located within a Regional Planning Commission's (RPC) planning jurisdiction. Typically, an RPC has the function of preparing and adopting a master plan for the physical development of the region. The WisDNR is designated as the water quality management planning agency for Sauk County.

#### 3. Village of West Baraboo

The Village is located directly west of the City of Baraboo, and has a current population of 1,388 persons. The Village is concerned with the effect of the proposed USH 12 Bypass bisecting the community and advocating undesirable development. The City provides all sanitary sewer and municipal water service the Village. The Village has identified that Baraboo River as a southern boundary, and is not making land use recommendations to the south of the river—expecting the City to direct land use and development in this area. There are no apparent existing or potential conflicts with this *Plan*.

#### 4. Town of Baraboo

The Town of Baraboo generally surrounds the City of Baraboo. The *Town of Baraboo Development Plan* identifies recommended areas for development and preservation. Generally, land north of the City of Baraboo to Goerks Road, between Terrytown Road and the eastern edge of the town, is identified for rural residential development on private on-site waste disposal systems with lots of at least 1 ½ acres in area. The *Plan* also recommends rural residential development generally east of Highway 123, between the City of Baraboo and Devil's Lake State Park. Areas for new commercial development are located along Highway 12, north of the Village of West Baraboo. The *Plan* identifies various locations for planned recreational-commercial development along Highways 159 and 123 near Devil's Lake State Park. Most of the remainder of the Town is recommended for long-term farmland preservation. The *Plan* does anticipate a possible future need for multi-family housing, but restricts this type of development to Sanitary District #1, located south of the City of Baraboo, or any future Sanitary District within the town. At the time this *Plan* was written, the Town of Greenfield was updating its Comprehensive Plan. The apparent existing or potential conflicts with this *Plan* is that the City does not identify areas in its ETJ for unsewered non-residential development and does not identify septic residential development at a density less than one unit per 35 acres.

#### 5. Town of Fairfield

The Town of Fairfield has a population of just over 1,000 persons, according to the 2000 U.S. Census. The Town is located to the northeast of the City of Baraboo, and at the time this *Plan* was written, was updating its comprehensive plan. The Town is concerned with protecting its prime agricultural lands and its natural resources. The Town is recommending low-density, one unit per 35 acres, residential development, and has prohibited further land divisions in certain areas of the township. The School District was forced to close an elementary school in the township, and Town residents encourage opportunities to reopen the facility. There are no apparent existing or potential conflicts with this *Plan*.

#### 6. Town of Greenfield

The Town of Greenfield is located to the east of Baraboo. The goal of the *Town of Greenfield Land Use Plan* is to maintain and manage the "overall economic resources and scenic character of the township, while retaining its rural agrarian atmosphere." New commercial, industrial, and residential development is generally encouraged to locate adjacent to the City of Baraboo and be served by public utilities. The *Town of Greenfield Land Use Plan Map* includes seven land use categories: floodplain/wetland, bluff vista conservation (steep slopes and visible bluffs), prime farmland (Class I, II, and III soils), general agriculture (Class IV soils), public property, small lot residential (land zoned for residential-subdivision at time of plan adoption), and tourism commercial (land zoned for commercial-recreation at time of plan adoption). There are three areas mapped for small lot residential development: north of Devil's Lake State Park between Neuman Road and Highway W, east of Devil's Lake State Park on the north side of Tower Road, and on the north side of Man Mound Road between Highway T and Rocky Point Road. One area of "tourism commercial" development is located on the south side of Luebke Road on the east Town line. At the time this *Plan* was written, the Town of Greenfield was updating its Comprehensive Plan. The apparent existing or potential conflicts with this *Plan* is that the City does not identify areas in its ETJ for unsewered non-residential development and does not identify septic residential development at a density less than one unit per 35 acres.

#### 7. Sauk County

In 1999, the Sauk County Board of Supervisors adopted the *Sauk County 20/20 Development Plan*. The *Development Plan* is a policy document that presents vision statements, goals, and policies on six major planning areas, including community change, economic development, farmland preservation, housing, natural resources, and transportation. This plan does not include a county future land use map. The plan does recommend that the county prepare comprehensive rewrites of its Zoning Ordinance and Land Division

& Subdivision Ordinance to reflect the values of the 20/20 Plan. It also recommends that the county study innovative land use approaches, such as purchase of development rights, transfer of development rights, and conservation subdivision design as ways to preserve farmland and natural resource areas while respecting private property rights. Finally, the plan recommends that the county adopt an erosion control/stormwater management program, a groundwater protection program, and a highway access control ordinance. There are no apparent existing or potential conflicts with this *Plan*.

## 8. School District Plans

The Baraboo Public School District serves the City of Baraboo, the Villages of West Baraboo and North Freedom, the Towns of Baraboo, Fairfield, and Greenfield; and portions of the Towns of Delton, Excelsior, Freedom, Merrimac, and Sumpter. There are no known conflicts between the *City of Baraboo Comprehensive Plan* and the various adopted plans and policies of the Baraboo School District. There are no apparent existing or potential conflicts with this *Plan* and the plans and policies of the District.

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## C. Existing Areas of Intergovernmental Cooperation

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The City has engaged in a number of areas of intergovernmental cooperation with the adjacent Village of West Baraboo, the surrounding Towns, and Sauk County. The following is a listing of these previous and existing cooperative efforts.

- The City currently provides fire and EMS service to the Village of West Baraboo and the Towns of Baraboo, Greenfield, Fairfield, and Sumpter.
- The City provides sanitary sewer service to the Village of West Baraboo, a portion of the Town of Baraboo, and to Devil's Lake State Park.
- The City and the Village of West Baraboo jointly prepared a consolidation analysis study in 1993 – 1995. While the consolidation was not executed, it illustrated a number of areas where both the City and Village could work cooperatively to improve efficiency and eliminate redundancy of services.
- A series of monthly meetings were begun in 2004 with the Mayor, the Village President, and the surrounding Town Chairs to foster greater cooperation among the communities.
- At the time of writing of this Plan, WisDOT US 12 Bypass project monies were earmarked to assist/promote intergovernmental consensus on growth-related issues in the Baraboo Area to be incorporated into each participating community's comprehensive plan and to prepare an intergovernmental agreement and/or set of procedures to implement the plans. Issues include urban expansion, rural development, municipal boundaries, extraterritorial rights, transportation issues, annexation, public utility services, shared services, and joint economic development.

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## D. Intergovernmental Goals, Objectives, and Policies

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**Goal: Develop/maintain mutually beneficial relations with adjacent and overlapping governments.**

### **Objectives:**

- a. Work with neighboring municipalities to encourage an orderly, efficient land use pattern and to protect the natural environment of the area with the City's ETJ in a manner that forwards the recommendations of this *Plan*.
- b. Cooperatively secure long-range growth opportunities for Baraboo which will ensure the economic health of the community and result in a logical, efficient future land use patterns.

- c. Work with neighboring municipalities to efficiently utilize and expand the utility and public facilities networks within the City's ETJ in a manner that forwards the recommendations of this *Plan*.
- d. Cooperate with Sauk County and neighboring jurisdictions on comprehensive planning efforts, including the determination of future municipal boundary changes, consolidation of services, land use policies, and extraterritorial decisions.
- e. Work with the Baraboo Area School District on school district planning, potential school siting, joint recreational spaces and programming, and other areas of mutual concern.

### **Policies and Programs:**

- Provide a copy of this *Comprehensive Plan* to all surrounding local governments.
- Work to resolve any differences between the *City of Baraboo Comprehensive Plan* and plans of adjacent communities.
- Cooperate with other units of government on natural resources, places of recreation, transportation facilities, and other systems that are under shared authority or cross governmental boundaries.
- Make plans for the City's ETJ to define short-term and long-term objectives and policies regarding growth and development, especially in urban reserve areas.
- Use the City's extraterritorial jurisdiction to guide the land use and development within the City's ETJ in a manner that forwards the recommendations of this *Plan*.
- Continue intergovernmental and shared service agreements for public facilities and services.
- Consider additional joint services and facilities where consolidating, coordinating, or sharing services or facilities will result in better services or cost savings.
- Actively participate, review, monitor, and comment on pending comprehensive plans for nearby communities and Sauk County.
- Cooperate with affected governments, planned neighborhood developers, and the Baraboo Public School District on proposed neighborhood development plans, as described in detail in Chapter Four: Land Use of this *Plan*.
- Cooperate in an intergovernmental rural lands conservation plan focused on lands around the City's planned growth area; covering natural area, farmland, open space, and recreational issues; and incorporating previous plans and initiatives for this area.
- Continue to work with surrounding municipalities on new formal intergovernmental agreements covering boundaries, urban service area, land use, and extraterritorial area issues.
- Exercise extraterritorial powers where necessary to protect City interests or where intergovernmental cooperation efforts do not yield desirable results.
- Establish regular, formal discussions of issues of mutual concern with the Village of West Baraboo and the Town of Baraboo.
- Continue to participate in and provide input on the reuse of the Badger Army Ammunition Plant, emphasizing restoration of the natural character of the landscape and environmental remediation of contaminated sites.
- Encourage landowners to continue to enroll in County, State, and non-profit sponsored programs for land preservation – including the Baraboo Range Preservation Program, the Baraboo Range Preservation Association, the Aldo Leopold Foundation, the Nature Conservancy, and State Stewardship funding.
- Work with the National Park Service, WisDNR, Sauk County, and the Town of Baraboo to complete the Ice Age National Scenic Trail through the City and the Town, linking Devils Lake State Park to the Circus World Museum, the downtown, and Mirror Lake.

## E. Intergovernmental Cooperation Recommendations

Intergovernmental cooperation is key to achieving a logical and efficient growth management program for the Baraboo area. Without effective intergovernmental cooperation, lands on Baraboo's fringe will likely become an inefficient, poorly planned, and prematurely developed patchwork of rural and urban subdivisions, isolated commercial developments, and scattered, non-viable "preserved" farms and natural areas surrounded by development. The goals of all communities in the Baraboo area will not be served by such a pattern.

This *Comprehensive Plan* advises a number of intergovernmental planning initiatives, such as an intergovernmental conservation plan and multi-jurisdictional participation on a detailed neighborhood development plan for the planned Eastside Growth Area. The remainder of this chapter focuses on formal intergovernmental discussions and agreements with neighboring communities.

### 1. Process to Resolve Conflicts/Intergovernmental Agreements

This *Comprehensive Plan* encourages the City to consider entering into a formal intergovernmental agreement covering community development issues of mutual concern with the Village of West Baraboo and the surrounding towns. At the time of the writing of this plan, the City was actively involved in an intergovernmental agreement process facilitated by the County (and funded by WisDOT) as part of the USH 12 Bypass project with the Village and the Towns of Baraboo, Greenfield, and Fairfield to assist/promote intergovernmental consensus on growth-related issues in the Baraboo Area to be incorporated into each participating community's comprehensive plan and to prepare an intergovernmental agreement and/or set of procedures to implement the plans. Issues include urban expansion, rural development, municipal boundaries, extraterritorial rights, transportation issues, annexation, public utility services, shared services, and joint economic development. An agreement would help the communities minimize competition for development, share both the costs and benefits of economic development, make sure that future development is of high quality, provide all parties with a greater sense of certainty on the future actions of others, and promote municipal efficiency in an era of diminishing government resources.

There are two main formats for intergovernmental agreements under Wisconsin Statutes. The first is available under Section 66.0301, which allows any two or more communities to agree to cooperate for the purpose of furnishing services or the joint exercise of any power or duty authorized under State law. While this is the most commonly used approach, a "66.0301" agreement is limited by the restriction that the municipalities must be able to exercise co-equal powers. Another format for an intergovernmental agreement is a "cooperative plan" under Section 66.0307 of the Wisconsin Statutes. This approach is more labor intensive and ultimately requires State approval of the agreement, but does not have some of the limitations of the "66.0301" agreement format.

The following is a summary of issues that an intergovernmental agreement could cover. Often, intergovernmental agreements are executed after a series of meetings, research, and consideration of options, writing, and legal review.

- **Municipal Boundary Changes:** Intergovernmental agreements between cities and towns frequently suggest limits to long-range municipal annexation, generally in exchange for some compromises from the town. Such compromises may include the town's agreement not to legally contest any annexation petition that is within the agreed annexation area and/or to limit town development in the possible future annexation area. Where there are annexations, responsibilities for road maintenance and upgrades can be confusing or controversial. Provisions for future maintenance, upgrades, or extensions of roads are often covered in intergovernmental agreements.
- **Utility Service Area Boundaries:** Some intergovernmental agreements include provisions that define where public sewer services may be extended and where they may not over the term of the agreement. These areas largely define where fairly intensive urban (public sewer) growth may occur or existing rural development areas that might require sewer. Some agreements include provisions

that do not allow further intensive development with on-site waste disposal systems in such designated utility service areas. These areas may extend beyond current municipal limits, for example into areas where future municipal boundary changes are agreed to.

- ***Future Land Use Recommendations:*** Frequently, intergovernmental agreements include maps or descriptions that specify future land uses or development densities considered acceptable or unacceptable in areas that concern both communities. For example, the agreement may specify certain areas that both communities agree should remain in open space or at least maintain an open space character as limited development occurs. Some agreements also include provisions that the communities will then amend their comprehensive plans to be consistent with the future land use recommendations negotiated in the agreement, or to not amend their comprehensive plans in a manner that would be inconsistent with the agreement.
- ***Joint Economic Development Efforts:*** An intergovernmental agreement provides a potential tool to establish joint economic development or marketing efforts to the mutual benefit of each community. Some of the more innovative agreements include provisions on sharing property tax revenue from new development or mitigating tax losses resulting from annexation. For example, an agreement may include a provision specifying that participating communities would share property tax revenue from certain types of new developments (e.g., commercial or industrial). This tends to minimize competition for development, increases development quality, and equalizes municipal "winners and losers" resulting from new development. State annexation law requires a city or village annexing town land to pay the town, for five years, an amount equal to the amount of property taxes the town imposed on that area in the year in which the annexation was final. This requirement does not apply to areas where other agreements, such as a cooperative plan or intergovernmental agreement already exist.
- ***Shared Programs or Services:*** The most common types of intergovernmental agreements focus on shared services or programs between communities. The City of Baraboo currently has such agreements with the Village and surrounding Town with respect to provision of Fire and EMS services. The management of recreational lands and programs is another service that is occasionally shared across municipal boundaries.
- ***Agreement Term and Amendments:*** An intergovernmental agreement should specify the length of time that it is applicable. Twenty years is a typical timeframe (e.g., through 2025), as this corresponds with local comprehensive planning time horizons. Occasionally, agreements have provisions for automatic extensions if neither party decides to withdraw. Most agreements also include provisions for periodic review and possible amendments if both parties agree. This keeps the agreement fresh in people's minds and allows adaptability as conditions change.



This is a detailed topographic map of a property. The map features contour lines indicating elevation, with labels such as 100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300, 310, 320, 330, 340, 350, 360, 370, 380, 390, 400, 410, 420, 430, 440, 450, 460, 470, 480, 490, 500, 510, 520, 530, 540, 550, 560, 570, 580, 590, 600, 610, 620, 630, 640, 650, 660, 670, 680, 690, 700, 710, 720, 730, 740, 750, 760, 770, 780, 790, 800, 810, 820, 830, 840, 850, 860, 870, 880, 890, 900, 910, 920, 930, 940, 950, 960, 970, 980, 990, 1000, 1010, 1020, 1030, 1040, 1050, 1060, 1070, 1080, 1090, 1100, 1110, 1120, 1130, 1140, 1150, 1160, 1170, 1180, 1190, 1200, 1210, 1220, 1230, 1240, 1250, 1260, 1270, 1280, 1290, 1300, 1310, 1320, 1330, 1340, 1350, 1360, 1370, 1380, 1390, 1400, 1410, 1420, 1430, 1440, 1450, 1460, 1470, 1480, 1490, 1500, 1510, 1520, 1530, 1540, 1550, 1560, 1570, 1580, 1590, 1600, 1610, 1620, 1630, 1640, 1650, 1660, 1670, 1680, 1690, 1700, 1710, 1720, 1730, 1740, 1750, 1760, 1770, 1780, 1790, 1800, 1810, 1820, 1830, 1840, 1850, 1860, 1870, 1880, 1890, 1900, 1910, 1920, 1930, 1940, 1950, 1960, 1970, 1980, 1990, 2000, 2010, 2020, 2030, 2040, 2050, 2060, 2070, 2080, 2090, 2100, 2110, 2120, 2130, 2140, 2150, 2160, 2170, 2180, 2190, 2200, 2210, 2220, 2230, 2240, 2250, 2260, 2270, 2280, 2290, 2300, 2310, 2320, 2330, 2340, 2350, 2360, 2370, 2380, 2390, 2400, 2410, 2420, 2430, 2440, 2450, 2460, 2470, 2480, 2490, 2500, 2510, 2520, 2530, 2540, 2550, 2560, 2570, 2580, 2590, 2600, 2610, 2620, 2630, 2640, 2650, 2660, 2670, 2680, 2690, 2700, 2710, 2720, 2730, 2740, 2750, 2760, 2770, 2780, 2790, 2800, 2810, 2820, 2830, 2840, 2850, 2860, 2870, 2880, 2890, 2900, 2910, 2920, 2930, 2940, 2950, 2960, 2970, 2980, 2990, 3000, 3010, 3020, 3030, 3040, 3050, 3060, 3070, 3080, 3090, 3100, 3110, 3120, 3130, 3140, 3150, 3160, 3170, 3180, 3190, 3200, 3210, 3220, 3230, 3240, 3250, 3260, 3270, 3280, 3290, 3300, 3310, 3320, 3330, 3340, 3350, 3360, 3370, 3380, 3390, 3400, 3410, 3420, 3430, 3440, 3450, 3460, 3470, 3480, 3490, 3500, 3510, 3520, 3530, 3540, 3550, 3560, 3570, 3580, 3590, 3600, 3610, 3620, 3630, 3640, 3650, 3660, 3670, 3680, 3690, 3700, 3710, 3720, 3730, 3740, 3750, 3760, 3770, 3780, 3790, 3800, 3810, 3820, 3830, 3840, 3850, 3860, 3870, 3880, 3890, 3900, 3910, 3920, 3930, 3940, 3950, 3960, 3970, 3980, 3990, 4000, 4010, 4020, 4030, 4040, 4050, 4060, 4070, 4080, 4090, 4100, 4110, 4120, 4130, 4140, 4150, 4160, 4170, 4180, 4190, 4200, 4210, 4220, 4230, 4240, 4250, 4260, 4270, 4280, 4290, 4300, 4310, 4320, 4330, 4340, 4350, 4360, 4370, 4380, 4390, 4400, 4410, 4420, 4430, 4440, 4450, 4460, 4470, 4480, 4490, 4500, 4510, 4520, 4530, 4540, 4550, 4560, 4570, 4580, 4590, 4600, 4610, 4620, 4630, 4640, 4650, 4660, 4670, 4680, 4690, 4700, 4710, 4720, 4730, 4740, 4750, 4760, 4770, 4780, 4790, 4800, 4810, 4820, 4830, 4840, 4850, 4860, 4870, 4880, 4890, 4900, 4910, 4920, 4930, 4940, 4950, 4960, 4970, 4980, 4990, 5000, 5010, 5020, 5030, 5040, 5050, 5060, 5070, 5080, 5090, 5100, 5110, 5120, 5130, 5140, 5150, 5160, 5170, 5180, 5190, 5200, 5210, 5220, 5230, 5240, 5250, 5260, 5270, 5280, 5290, 5300, 5310, 5320, 5330, 5340, 5350, 5360, 5370, 5380, 5390, 5400, 5410, 5420, 5430, 5440, 5450, 5460, 5470, 5480, 5490, 5500, 5510, 5520, 5530, 5540, 5550, 5560, 5570, 5580, 5590, 5600, 5610, 5620, 5630, 5640, 5650, 5660, 5670, 5680, 5690, 5700, 5710, 5720, 5730, 5740, 5750, 5760, 5770, 5780, 5790, 5800, 5810, 5820, 5830, 5840, 5850, 5860, 5870, 5880, 5890, 5900, 5910, 5920, 5930, 5940, 5950, 5960, 5970, 5980, 5990, 6000, 6010, 6020, 6030, 6040, 6050, 6060, 6070, 6080, 6090, 6100, 6110, 6120, 6130, 6140, 6150, 6160, 6170, 6180, 6190, 6200, 6210, 6220, 6230, 6240, 6250, 6260, 6270, 6280, 6290, 6300, 6310, 6320, 6330, 6340, 6350, 6360, 6370, 6380, 6390, 6400, 6410, 6420, 6430, 6440, 6450, 6460, 6470, 6480, 6490, 6500, 6510, 6520, 6530, 6540, 6550, 6560, 6570, 6580, 6590, 6600, 6610, 6620, 6630, 6640, 6650, 6660, 6670, 6680, 6690, 6700, 6710, 6720, 6730, 6740, 6750, 6760, 6770, 6780, 6790, 6800, 6810, 6820, 6830, 6840, 6850, 6860, 6870, 6880, 6890, 6900, 6910, 6920, 6930, 6940, 6950, 6960, 6970, 6980, 6990

**Town of Baraboo  
Sauk County, WI**

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[illegible]

## RESOLUTION NO. 60-2012

### AWARDING A CONTRACT FOR THE DESIGN OF STREAM PROTECTION MEASURES IN THE CLARK CREEK WATERSHED

**WHEREAS**, Clark Creek has a history of severe flooding causing damage to houses, roads, and threatening the safety of people living and traveling in the vicinity of the stream; and,

**WHEREAS**, Sauk County has incurred expenses and completed several work projects within the watershed to try to reduce this flooding; and,

**WHEREAS**, state and federal authorities have provided considerable expertise and assistance in attempting to address these threats to the infrastructure and the people living in the area; and,

**WHEREAS**, as part of these efforts, the County has received a Community Block Development Grant to attempt to address some of the most critical aspects of flooding in the area; and,

**WHEREAS**, the erosion of steep banks along the creek contributes sediment to the stream causing severe flooding and damage to houses and properties downstream of the erosion sites; and,

**WHEREAS**, reducing and/or preventing the erosion of these banks would alleviate some of this flooding and reduce the potential impacts to the stream and the Baraboo River as receiving waters; and,

**WHEREAS**, the Conservation, Planning, and Zoning Department has an existing contract for engineering services with MSA Professional Services; and,

**WHEREAS**, MSA Professional Services has proposed to prepare engineering designs and provide inspection for the installation of four stream protection sites along the Clark Creek system; and,

**WHEREAS**, the cost of design, construction and inspection of these practices will be paid for with funds available to the County through the Community Block Development Grant received by the County to address these issues.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that a contract be awarded to MSA Professional Services for an amount not to exceed \$53,658.00 for the design and construction management of four, severely eroding bank sites along the Clark Creek corridor as identified within the project specifications and that the Conservation, Planning, and Zoning Director be given authority to enter into this contract for the specified amount.

Resolution No. 60-2012  
Page 2

For consideration by the Sauk County Board of Supervisors on July 17, 2012.

Respectfully submitted,

**SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE**

\_\_\_\_\_  
GERALD LEHMAN, Chair

\_\_\_\_\_  
JUDY ASHFORD

\_\_\_\_\_  
DON NOBS

\_\_\_\_\_  
FRED HALFEN

\_\_\_\_\_  
JOHN DIETZ

\_\_\_\_\_  
DENNIS POLIVKA

\_\_\_\_\_  
RANDY PUTTKAMER

Fiscal Note: The proposed cost of \$53,658 will be funded through reimbursement from the Community Development Block Grant to Sauk County. *KPB*

MIS Note: No impact.

RESOLUTION NO. 61 - 2012

**REQUESTING THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION  
PRESENT THE FINAL CONCLUSIONS OF AN ENVIRONMENTAL IMPACT STATEMENT  
AND TAKE INTO CONSIDERATION SUGGESTIONS THAT ADDRESS THE LOSS OF  
ACCESS TO THE BARABOO AREA AT POINT OF ROCKS AND SAFETY ISSUES  
ASSOCIATED WITH A PROPOSED AT-GRADE INTERSECTION AT SKI HI ROAD AND U.S.  
HIGHWAY 12.**

**WHEREAS**, U.S. Highway 12 in Sauk County is the subject of a substantial and needed improvement project from the county line to Lake Delton, and these improvements have included the development of a four-lane, limited access expressway west of the old Highway 12 corridor; and,

**WHEREAS**, the Economic Development Committee of the Sauk County Board of Supervisors created a stakeholders group comprised of business owners and local government representatives from the recently bypassed roadway, as well as similar stakeholders from the segment of Highway 12 in the Baraboo area that will be bypassed beginning in 2015, for the purpose of addressing concerns that fall under the scope of the County's authority; and,

**WHEREAS**, the Wisconsin Department of Transportation (WisDOT) completed and the Federal Highway Administration has approved an Environmental Impact Statement (EIS) for the construction ingress and egress points from U.S. Highway 12 and other local highways or roadways; and,

**WHEREAS**, this improvement project calls for the construction of a four lane divided highway, to be developed on alignment between an area referred to as Point of Rocks to Ski Hi Road that will connect the existing U.S. Highway 12 to the limited access expressway west of old Highway 12; and,

**WHEREAS**, the EIS has concluded that the existing U.S. Highway 12 become a cul-de-sac at Point of Rocks effectively channeling all northbound and southbound traffic to and from the four-lane divided highway with the first exit into the Baraboo area being at County Trunk Highway W; and,

**WHEREAS**, Devil's Lake State Park is Wisconsin's most visited state park and in 2011 accommodated almost 2 million visitors, many of who utilize U.S. Highway 12 as a primary travel corridor to the park and vehicles associated with park users often include larger and slower moving vehicles such as campers, vehicles with trailers, boats and the like; and,

**WHEREAS**, a major concern of the stakeholders and the undersigned committee is that local residents and park users will utilize the Ski Hi Road at grade intersection as the shortest route to access U.S. Highway 12 to or from both the north side of Baraboo and Devils Lake State Park which will increase traffic, particularly on South Shore Road and Ski Hi Road; and,

**WHEREAS**, the comprehensive plans for the City of Baraboo and Town of Baraboo specify higher density residential development in an area that is located north of the northern boundary of Devil's Lake State Park along State Highway 123 respectively that can be expected to increase the amount of traffic traveling south to and from Baraboo toward Madison, and it is likely that an additional traffic study would identify that South Shore Road and Ski Hi Road are inadequate to serve the area creating safety issues and overwhelming the proposed intersection at Ski Hi Road and U.S. Highway 12; and,

**WHEREAS**, this stakeholder group has determined that WisDOT, stakeholders, and local units of government must be proactive at addressing loss of access and safety issues to mitigate the potential for serious accidents or loss of life; and,

RESOLUTION NO. 61 - 2012  
Page 2

WHEREAS, the stakeholder group requests that WisDOT present the final conclusion of the EIS directly to the Economic Development Committee and take into consideration suggestions that address the loss of access to the Baraboo area at Point of Rocks and safety issues associated with the proposed at-grade intersection at Ski Hi Road and U.S. Highway 12.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, formally requests that the State of Wisconsin Secretary of Transportation direct the presentation of the EIS to the Economic Development Committee at a public hearing, and take into consideration suggestions from the Committee, stakeholders and the public that address the loss of access to the Baraboo area at Point of Rocks and safety issues associated with the proposed at-grade intersection at Ski Hi Road and U.S. Highway 12.

For consideration by the Sauk County Board of Supervisors on July 17, 2012.

Respectfully submitted,

**ECONOMIC DEVELOPMENT COMMITTEE**

\_\_\_\_\_  
MARTY KRUEGER, Chair

\_\_\_\_\_  
GERALD LEHMAN

\_\_\_\_\_  
DONNA STEHLING

\_\_\_\_\_  
DAVE RIEK

\_\_\_\_\_  
JOE FISH

\_\_\_\_\_  
DENNIS POLIVKA

\_\_\_\_\_  
BRIAN PEPER

**HIGHWAY AND PARKS COMMITTEE**

\_\_\_\_\_  
VIRGIL HARTJE, Chair

\_\_\_\_\_  
TIM MEISTER

\_\_\_\_\_  
DONALD STEVENS


\_\_\_\_\_  
PETER TOLLAKSEN

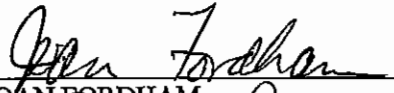
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BRIAN PEPER

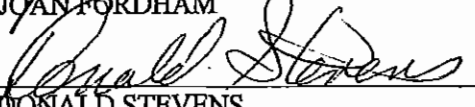
EXECUTIVE & LEGISLATIVE COMMITTEE

  
MARTY KRUEGER, Chair

  
WILLIAM F. WENZEL

  
JASON LANE

  
JOAN FORDHAM

  
DONALD STEVENS

FISCAL NOTE: This resolution has no direct, fiscal impact.

KAS

MIS NOTE: No MIS impact.

RESOLUTION NO. 62 - 2012

AMENDING THE RULE IV Q OF THE RULES OF THE SAUK COUNTY  
BOARD OF SUPERVISORS TO CHANGE THE MAILING DATE FOR  
NOTICE OF SPECIAL APPOINTMENTS

WHEREAS, the Rules of the Sauk County Board of Supervisors were adopted at the April 2012 organizational meeting of the Honorable Board of Supervisors, but since that meeting, it has become apparent that efficient and effective operation of county government would be enhanced by changing the date of notification of potential appointments; and,

WHEREAS, the current Rule requires notice to be mailed on the Wednesday prior to County Board, but several committees can meet on Thursday before the Board, and requiring mailing on Wednesday frequently leads to needless amending of the County Board agenda prior to the meeting, or the postponement of necessary appointments; and,

WHEREAS, your undersigned Committee has had this matter under consideration, and does believe that amending the Rule to eliminate the Wednesday mailing requirement is in the best interest of Sauk County.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Rule IV Q is hereby amended as follows to be effective upon passage (Deleted language ~~stricken~~; new language shaded):

Q. Special committees, boards, special appointments and commissions shall be selected or appointed by the Chair with the approval of the Board. These committees, boards and commissions shall select their own chair. The Chair shall notify the supervisors of proposed appointments by United States Mail no later than the ~~Wednesday~~ Thursday afternoon prior to the scheduled meeting of the Board at which the appointments will be voted upon. If an appointment is to be considered at a special meeting of the Board, the Chair shall provide notice by United States Mail no later than ~~six~~ five days prior to the date of the special meeting.

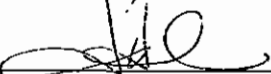
For consideration by the Sauk County Board of Supervisors on July 17, 2012.

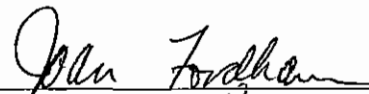
Respectfully submitted,

EXECUTIVE & LEGISLATIVE COMMITTEE

  
MARTY KRUEGER

  
WILLIAM F. WENZEL

  
JASON LANE

  
JOAN FORDHAM

  
DONALD STEVENS

FISCAL NOTE: This action may result in less amended agendas thereby saving the County additional mailing costs.  
MIS NOTE: No MIS impact.

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KPB

RESOLUTION NO. 63-12

**Authorizing the Purchase of Public Health Records Management Software and Related Hardware**

WHEREAS, Sauk County operates a Public Health Department, which includes Home Healthcare Services, and provides health services to the residents of Sauk County through the various Public Health programs; and,

WHEREAS, most client health records for these programs are currently kept in paper format, with the exception of certain Homecare records which are maintained in an electronic format; and,

WHEREAS, the electronic records system currently utilized is limited to the homecare program and lacks the functionality to support all other aspects of the Health Department's records management needs; and,

WHEREAS, this purchase would allow for a complete and integrated electronic records management system, improving both efficiency and productivity; and,

WHEREAS, staff from the MIS, Accounting and Health Departments, through extensive evaluation process, have cooperatively evaluated a number of systems; and,

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

Allscripts Software and related services from Allscripts Healthcare LLC	\$152,112
Required System Hardware	\$31,001
Operating System Licensing	<u>\$12,500</u>
Total	\$195,613

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

**AND, BE IT FURTHER RESOLVED**, that the Sauk County Management Information Systems Coordinator is hereby delegated the authority to sign any contracts related to the purchase of said products and services on behalf of Sauk County, not to exceed \$195,613.

For consideration by the Sauk County Board of Supervisors on July 17, 2012.

Respectfully submitted,

**Executive and Legislative Committee**

\_\_\_\_\_  
Marty Krueger, Chairperson

\_\_\_\_\_  
William F. Wenzel

\_\_\_\_\_  
Donald Stevens

\_\_\_\_\_  
Joan Fordham

\_\_\_\_\_  
Jason Lane



Public Health Board

\_\_\_\_\_  
Donna Stehling, Chair

\_\_\_\_\_  
Joan Smoke

\_\_\_\_\_  
Don Nobs

\_\_\_\_\_  
John A. Miller

\_\_\_\_\_  
Stacy Clement

\_\_\_\_\_  
Mary Burns

\_\_\_\_\_  
Amy Delong MD

**Fiscal Note:** The revised 2012 MIS budget provides \$75,000 for the purchase and implementation of a Health Records Management System with \$80,000 in additional funding available from various funding sources within the Health Department 2012 budget. It is intended that a portion of the implementation will not be payable until 2013 and an additional \$75,000 is to be appropriated in the 2013 Health Department MIS Budget.

To accomplish the implementation of this project, it will be necessary to allocate additional resources over the current and subsequent budget years. A combination of staff and contract personnel will perform project coordination tasks and assist with data entry and documentation at an estimated cost of \$80,000; to be appropriated in the 2013 MIS Budget for the Health Department.

Annual Support for this system is estimated to be \$27,136.

KPB

**MIS Note:** This system will provide a complete records management system for the Health Department. It is intended that the new system will integrate into Sauk County's existing systems, and some State systems, through the utilization of multiple interfaces, to be developed at an additional cost.

# Health Records Management System Selection

Statistical Comparison

Steve Pate, MIS Coordinator

Table 1: RFP Responses

Vendor / System	System Cost Proposal <sup>1</sup>	Annual Support Cost Proposal <sup>2</sup>
<i>Carevoyant</i>	351,300	34,125
Delta	142,603	35,304
Core Solutions	138,000	24,000
Allscripts	131,078	23,155
ECS	111,200	10,800
<i>Champ</i>	65,055	8,486
<i>Alora</i>	2,950	6,900
Sandata	2,500	14,904

Table 2: Functional Scores

Vendor System	Overall Functionality (372 possible)	Functional Categories >95% (11 possible)	Overall Functional Score (4 pt scale)
ECS	365	10	4
<i>Carevoyant</i>	347	5	3.5
Delta	344	6	3.3
Allscripts	343	6	3.2
Sandata	331	3	3.1
Core Solutions	318	1	2.8
<i>Alora</i>	274	0	1.4
<i>Champ</i>	243	0	0.8

*Italics* = vendors eliminated during initial evaluation

Table 3: Overall Scores

Vendor / System	Functional Score	Demo Score	Composite Score
Allscripts	3.20	3.35	3.27
Delta Health	3.30	3.09	3.20
ECS	4.00	2.30	3.15
Core Solutions	2.80	2.36	2.58

<sup>1</sup> Base system as proposed, final system cost may vary, dependent on configuration, as most vendors also quoted options and add-ons.

<sup>2</sup> Annual support cost is based on proposed configuration, actual system support costs may vary.

RESOLUTION NO. 64-12

**AUTHORIZATION TO CONTRACT WITH TRANE BUILDING SERVICES TO  
COMPLETE EMERGENCY REPAIRS TO THE CHILLER UNIT AT THE LAW  
ENFORCEMENT CENTER**

**WHEREAS**, Sauk County owns two Trane chillers that provide for the cooling for the Law Enforcement Center; and,

**WHEREAS**, one of the chillers on June 30, 2012 stopped running and staff quickly diagnosed that the controls had completely stopped working and would require a technician from Trane Company to respond to determine the extent of the problem; and,

**WHEREAS**, the Trane Company Technician determined that the solid state starter controls for the chiller had failed and would require a full replacement; and,

**WHEREAS**, the second chiller unit was running but was barely keeping up with the demand due to the extreme heat an emergency repair was authorized and Trane was contracted to complete the repairs to the non-running chiller at a cost of \$13,606.00,

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the Emergency Management, Buildings & Safety Administrator is hereby directed and authorized to contract with Trane Company at a cost of \$13,606.00, with payment to be made from the 2012 Building Services Budget.

For consideration by the Sauk County Board of Supervisors on July 17<sup>th</sup>, 2012.

Respectfully submitted,

**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

\_\_\_\_\_  
Dave Riek, Chair

\_\_\_\_\_  
Scott Von Asten

\_\_\_\_\_  
Virgil Hartje

\_\_\_\_\_  
John Miller

\_\_\_\_\_  
George Johnson

**Fiscal Note:** Funds for these repairs will be taken from the 2012 Building Services budget. *KAB*

**Information System Note:** No Information system impact.

*postponed*

**AUTHORIZATION TO CONTRACT WITH STANLEY CONVERGENT SECURITY SOLUTIONS TO COMPLETE UPGRADES TO THE ORIGINAL COMMANDER SYSTEM EQUIPMENT**

**WHEREAS**, the existing control stations for the Sauk County Jail Facility is still the original equipment installed during the construction in 2002; and,

**WHEREAS**, these units have been running 24/7/365 since installation; and,

**WHEREAS**, over that last year some of the pieces of the control stations have had more failure issues; and,

**WHEREAS**, the Emergency Management, Buildings & Safety Administrator and the Security Division Lieutenant worked with Stanley Security Systems (formerly Integrator.com) about updating the control stations in both B Pod and Central Control along with the Data logging PC; and,

**WHEREAS**, Stanley provided a proposal in the amount of \$35,212.00 to replace the control stations and Data Logging PC and complete all testing, validation, and training; and,

**WHEREAS**, the Property & Resources Committee recommends it to be in the best interest of Sauk County to accept the proposal from Stanley Security Systems in the amount of \$35,212.00,

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the Emergency Management Buildings & Safety Administrator is hereby authorized to contract with Stanley Security Systems in the amount of \$35,212.00.

For consideration by the Sauk County Board of Supervisors on July 17<sup>th</sup>, 2012.

Respectfully submitted,

**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

\_\_\_\_\_  
Dave Riek, Chair

\_\_\_\_\_  
Scott Von Asten

\_\_\_\_\_  
Virgil Hartje

\_\_\_\_\_  
John Miller

\_\_\_\_\_  
George Johnson

**Fiscal Note:** Budget dollars for this upgrade are included in the Building Services Budget. *KAS*

**Information System Note:** Upgrade is compatible with existing network hardware.



## MINUTES

Sauk County Board of Supervisors – Regular Meeting

Tuesday, August 21, 2012

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

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Call to order: 6:00 P. M.

**Certify compliance with Open Meeting Law.**

**Roll call.** PRESENT: (29) Smoke, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. ABSENT: (2) Kriegl and Polivka.

**Invocation and pledge of allegiance.**

MOTION (Bychinski/Netzing) to adopt agenda. **Motion carried unanimously.**

Supervisor Kriegl arrived at 6:10 p.m.

MOTION (Halfen/Smoke) to approve minutes of previous session of July 17, 2012 including a correction of Supervisor Von Asten's vote on ordinance 11-2012 from Yes to No changing the vote results to AYE: (28) NAY (1). **Motion carried.**

**Scheduled appearances:**

- a. Carter Arndt of MSA, Project Architect (Chairperson requested this appearance take place after Resolution # 76-12 is introduced.)

**Public Comment:**

1. Michael Palm, Representing - City of Baraboo; Re: Petition 11-2012, Against zoning amendment.
2. Michael J. Cone, Representing - Mabel David Family Property; Re: Allowing the storage units on property.

**Communications:**

- a. Chair Krueger read a thank you note from Supervisor Carlson re: Spring Green Car Show held on August 18, 2012. (*hand out on file*).
- b. Announcement of Senior Citizen Variety Show at the Al Ringling Theater, Friday, September 21, 2012 (*hand out on file*).

**Bills & referrals:** None.

**Claims:** None.

**Appointments:** None.

**Unfinished Business:** None.

**Reports: Informational, no action required:**

- 1) Rebecca A. DeMars, 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):
  - a. **Petition 10-2012, Applicant:** John Gingerich; **Project Location:** Town of Ironton; **Current Zoning:** Exclusive Agricultural; **Proposed Zoning:** Commercial/Agricultural.
  - b. **Petition 11-2012, Applicant:** Sauk County Conservation, Planning & Zoning; **Project Location:** Sauk County; **Current Zoning:** N/A; **Proposed Zoning:** Zoning Text Change, Chapter 7 Sauk County Zoning Ordinance.
- 2) Kerry Beghin, Controller – 2<sup>nd</sup> Quarter Financial Report.
- 3) Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.
- 4) Marty Krueger, County Board Chair.
  - a. Presentation: WACEC "Years Of Service" Awards to Supervisor Judy Ashford Supervisor Donna Stehling.
  - b. Recognition of other Supervisors on State/Regional Committees & Boards.
  - c. WCA Resolutions Committee.
  - d. Board of Adjustment.
  - e. ICC (Inter-County Coordinating Committee).
  - f. Economic Development Committee: Hwy. 12/BD Processes.
  - g. UW-Baraboo/Sauk County Residence Hall RFPQ.
  - h. Hilbert Communications.
- 5) Kathryn Schauf, Administrative Coordinator.
  - a. CDBG
  - b. Clark Creek
  - c. Progress of installation of fiber in conjunction with EDA grant
  - d. Distribution of equalized valuations and net new construction figures.

**Consent Agenda.**

**HEALTH CARE CENTER BOARD OF TRUSTEES:**

**Resolution 66-12 Commending Anna Post for 18+ Years Of Faithful Service To The People Of Sauk County.**

**Resolution 67-12 Commending Richard Schulz For 21 Years Of Faithful Service To The People Of Sauk County. MOTION (Carlson/Stevens) to approve consent agenda resolutions.**

**Motion carried unanimously.**

**Resolutions & Ordinances.**

**CONSERVATION, PLANNING & ZONING:**

**Ordinance 12-2012 Amending Chapter 7, Sauk County Zoning Ordinance To Clarify**

**Warehousing As A Special Exception, In The Commercial Zoning Districts:**

**MOTION (Ashford/Halfen). Discussion in support of and in opposition to Ordinance. Todd Liebman, Corporation Counsel regarding language clarification.**

**MOTION (Stevens/Tollaksen) for the previous question (to end discussion). VOTE: AYE: (27) Smoke, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (3) Kriegl, Riek and Von Asten. ABSENT: (1) Polivka. Motion carried.**

**VOTE ON ORIGINAL MOTION: (Ashford/Halfen). VOTE: AYE: (24) Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Stehling, Netzing, and Krueger. NAY: (6) Smoke, Kriegl, Riek, Von Asten, Wenzel and Fordham. ABSENT: (1) Polivka. Motion carried. Ordinance effective upon passage pursuant to 59.69 (5) (e) (6), of Wisconsin State Statutes, August 14, 2012.**

**Resolution 68-2012 Authorizing Acquisition Of Certain Real Property For The Clark Creek Watershed Project:** MOTION (Halfen/Lehman). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Polivka. Motion carried unanimously.

**EXECUTIVE & LEGISLATIVE:**

**Resolution 69-2012 Authorizing The Purchase Of A Replacement Copier For The District Attorney's Office.** MOTION (Wenzel/Lane). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Polivka. Motion carried unanimously.

**HIGHWAY & PARKS:**

**Resolution 70-2012 Request To Accept Proposal For Four (4) 80,000 GVW Quad-Axle Trucks From Badger Truck Center, Madison Wisconsin:**

MOTION (Hartje/Stevens). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Polivka. Motion carried unanimously.

**LAW ENFORCEMENT & JUDICIARY & EXECUTIVE & LEGISLATIVE:**

**Resolution 71-2012 Requesting The State Establishment Of 0.5 FTE Assistant District Attorney Position:** MOTION (Halfen/Wenzel). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Polivka. Motion carried unanimously.

**PROPERTY & INSURANCE:**

**Resolution 72-2012 Accepting Bids On Tax-Delinquent Real Estate Acquired by Sauk County:** MOTION (Riek/Von Asten). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Polivka. Motion carried unanimously.

**Resolution 73-2012 Accepting The Offer Of The Village Of Prairie Du Sac To Purchase Certain Real Property In The Village Located At 640/644 Water Street And Authorizing Issuance Of A Quit Claim Deed Conveying Said Property To The Village:**

MOTION (Riek/Von Asten). VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (1) Detter. ABSENT: (1) Polivka. Motion carried.

**Resolution 74-2012 Authorization To Contract With Vugate Inc. To Complete Upgrades To The Video System:** MOTION (Riek/Miller). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (1) Polivka. Motion carried unanimously.

**Resolution 75-2012 Authorization To Contract With Pointon Heating And Air Conditioning Inc. To Complete An Emergency Replacement Of The Condenser Unit On The Original Huber Facility Area:** MOTION (Hartje/Riek). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Polivka. Motion carried unanimously.

**Resolution 76-2012 Authorization To Contract With MSA Professional Services For Architectural And Engineering Services:**

MOTION (Hartje/Johnson). Carter Arndt, MSA, Project Architect; and Tim Stieve, Emergency Management, Buildings & Safety Administrator provided a general overview of schematic design and responded to questions regarding remodeling, parking and 2013 budgetary concerns. (hand out on file).

MOTION (Von Asten/Tollaksen) for the previous question (to end discussion). VOTE: AYE: (27) Smoke, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Stehling, Netzing, Fordham and Krueger. NAY: (3) Kriegl, Riek and Wenzel. ABSENT: (1) Polivka. Motion carried.

VOTE ON ORIGINAL MOTION: (Hartje/Johnson). VOTE: AYE: (27) Smoke, Kriegl, Meister, Hartje, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (3) Lehman, Riek and Stevens. ABSENT: (1) Polivka. Motion carried.

MOTION (Dietz/Alexander) to combine resolutions 77-12, 78-12 & 79-12 and postpone action until the December 18, 2012 County Board of Supervisors meeting. VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Polivka. Motion carried unanimously.

MOTION (Tollaksen/Meister). Adjournment at 10:25 P.M.

  
Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: September 18, 2012

**State Of Wisconsin, County of Sauk:** I certify that the above is a true and correct copy of the August 21, 2012 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

*Original documents & CD recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286  
[www.co.sauk.wi.us](http://www.co.sauk.wi.us)*

s:/everyone/cty-bd\_min/2012/ctybdMINUTESAugust212012.doc.  
audio: CD on file in the County Clerk's Office AND <https://www.co.sauk.wi.us/countyboard>



Petition # 10 - 2012

**2012 DEVELOPMENT APPLICATION**  
Sauk County Conservation, Planning and Zoning  
505 Broadway Street - Sauk County West Square Building  
Baraboo, Wisconsin 53913  
(608) 355-3245

RECEIVED

JUL 18 2012

**Instructions:**

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

ZONING:

CURRENT

EA

PROPOSED

Cum Ag

NAME OF SUBDIVISION (if applicable)

NA

PROJECT:

LOCATION

Section 9 - 12 - 3

TOWNSHIP

Ironton

PROPERTY

OWNER

John Dingerich

APPLICANT

PHONE

NUMBER

608-415-0703

MAILING

ADDRESS

E 3555 Thomas Rd

LaValle, WI 53941

SIGNATURE OF APPLICANT

John Dingerich

DATE

2-3-12

Fee Paid

500.00

Receipt #

54288

(Credit Account # 10063-444240)

c:

Corporation Counsel's Office

Planning and Zoning Office

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

County Supervisor

Lehman

TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)

2

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
Subdivision / Plat Review / Development Plan / PUD \$300 plus \$20/lot	Yes	Preliminary Plat-6 copies Final Plat-11 copies Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement* Architectural Drawings** Other information in Chapter 22 County Code
Rezoning \$500	Yes	Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$500	No	No	**

# Aerial photos are available from the Office of Planning and Zoning.

\* Prior to the approval of any final plat or rezoning, the applicant must provide written statements from the utility providers which will serve the proposed development. The statements shall address the adequacy and location of all utility easements. The applicant shall also provide driveway access improvement approvals where applicable.

\*\* Other items which the staff may require.

**APPLICATION DEADLINE**

All applications must be in the Office of Planning and Zoning no later than 12:00 noon on the day of the 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 Planning, Zoning and Land Records Committee agenda until all such materials are submitted.

Meeting Date	Deadline to Department
January 24, 2012	December 26, 2011
February 28, 2012	January 23, 2012
March 27, 2012	February 27, 2012
April 24, 2012	March 26, 2012
May 22, 2012	April 23, 2012
June 14, 2012	May 21, 2012
July 24, 2012	June 25, 2012
August 28, 2012	July 23, 2012
September 25, 2012	August 27, 2012
October 23, 2012	September 24, 2012
November 27, 2012	October 22, 2012
December 18, 2012	November 26, 2012

**APPLICATION FEE**

Submit the appropriate application fee indicated above. Make checks payable to Conservation, Planning & Zoning.

**PROJECT FACTS**

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

Name of Subdivision (if applicable) NA

Total Site Area (Acres) 4.82 (+/-) (Square Feet) \_\_\_\_\_

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	<u>EA/Gm</u>	<u>SFR/Shed</u>
North	<u>Village of Ironton</u>	<u>SFR</u>
South	<u>EA</u>	<u>Woods/Field</u>
East	<u>Ag</u>	<u>SFR</u>
West	<u>EA</u>	<u>Woods/Field</u>

**JUSTIFICATION STATEMENT**

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

1. General description of the request.

Re Zoning for Greenhouse Use  
Expansion for future use  
- greenhouse / sale of items not produced on site  
- Construct a wood working shop

2. Related background information on the project and site.

12 year  
Owner resides on-site - has an existing greenhouse / garden center  
operation. Wishes to start a wood working business.

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

4

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**SITE/PLOT PLAN**

Submit the following plan(s):

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

**SURVEY/PLAT**

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

**OTHER INFORMATION**

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

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

SAUK COUNTY PLANNING AND ZONING  
OWNER'S CONSENT FORM

5

John Gingrich

Owner's Name

the sole owner of record of the

property legally described as:

See attached

states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of

Planning and Zoning submitted by John Gingrich, on behalf  
Agent/Representative

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

subject property for the purpose Rezone described in the  
Type of Request

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

By

John Gingrich

Owner's Name

# PLAT OF SURVEY

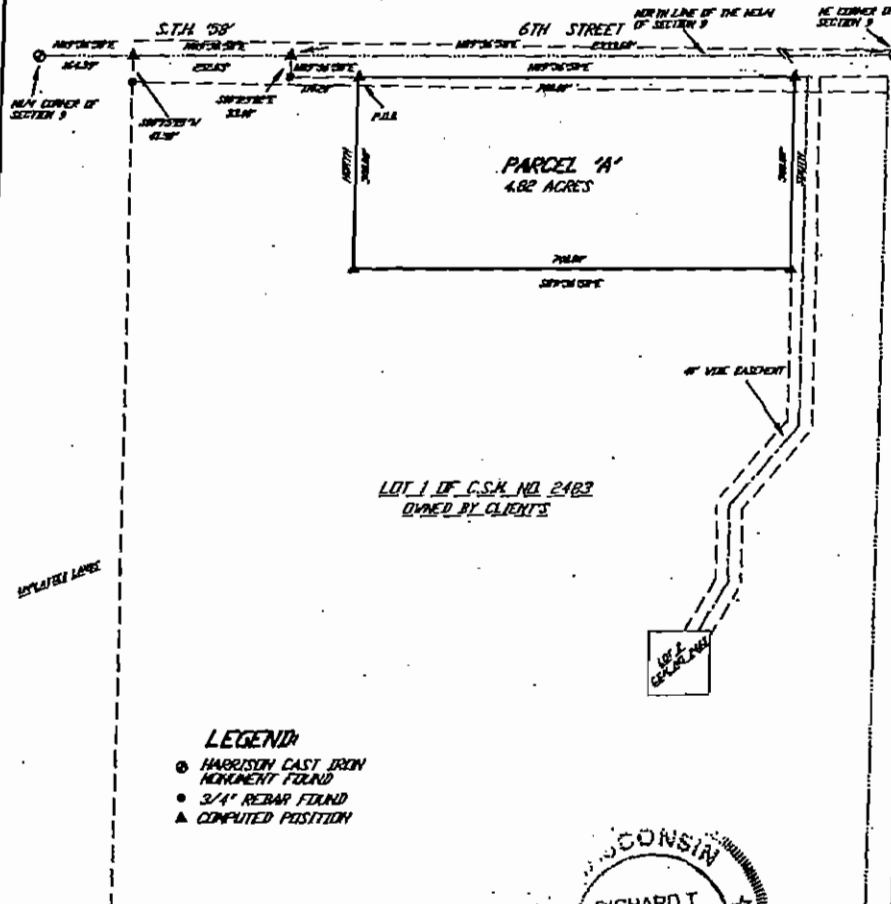
A SURVEY TO RE-ZONE PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2483, LOCATED IN THE NW1/4-NE1/4 OF SECTION 9, T12N, R3E, TOWN OF IRONTON, SALK COUNTY, WISCONSIN.

**OWNER'S**  
AMOS & FANNIE CHRISTHER  
E3555 THOMAS ROAD  
LAVILLE, WI 53941

**CLIENT**  
JOHN B. GINGERICH  
E3555 THOMAS ROAD  
LAVILLE, WI 53941



BEARINGS ARE REFERENCED TO THE NORTH  
NORTH LINE OF THE FRACTIONAL NE1/4  
OF SECTION 9, RECORDED IN C.S.M. NO. 2483  
AS BEARING 189°36'50" E.



## LEGEND

- HARRISON CAST IRON MONUMENT FOUND
- 3/4" REBAR FOUND
- ▲ COMPUTED POSITION

GRAPHIC 1" = 200' SCALE



## BLAKESLEE LAND SURVEYING

1226 EAST MAIN STREET

REEDSBURG, WI 53959

(808) 624-0402

JULY 12, 2012

PRINTED BY J. NURTH / CHECKED BY R. BLAKESLEE

## SURVEYOR'S CERTIFICATE

I, RICHARD T. BLAKESLEE, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED A PARCEL OF LAND LOCATED IN THE TOWN OF IRONTON, AND THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE 07-12-2012

*Richard T. Blakeslee*  
RICHARD T. BLAKESLEE  
REGISTERED LAND SURVEYOR S-1614



Petition # 11-2012

**2011 DEVELOPMENT APPLICATION**  
Sauk County Office of Planning and Zoning  
505 Broadway Street - Sauk County West Square Building  
Baraboo, Wisconsin 53913  
(608) 355-3285

RECEIVED

JUL 18 2012

**Instructions:**

**SAUK COUNTY CLERK  
BARABOO, WISCONSIN**

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

ZONING: N/A

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

PROJECT

LOCATION Sauk County

TOWNSHIP \_\_\_\_\_

PROPERTY  
OWNER \_\_\_\_\_

APPLICANT Sauk County Planning & Zoning

PHONE

NUMBER 608-355-3285

MAILING

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

SIGNATURE OF APPLICANT Brentt P. Michalek Director

DATE 7/18/12

Fee Paid N/A

Receipt # — (Credit Account # 10063-444240)

c: Corporation Counsel's Office  
Planning and Zoning Office  
County Clerk - For reporting at the next County Board of Supervisors meeting PN  
County Supervisor ALL

Text Change Chapter 7 Sauk County Zoning

### JUSTIFICATION STATEMENT

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

1. General description of the request.

An amendment to Chapter 7 Sauk County Zoning Ordinance for clarification of special exception language for warehousing, in the following zoning districts: Commercial District.

Past zoning cases before the Conservation, Planning, and Zoning Committee, the Board of Supervisors, and the Board of Adjustment has reviewed warehousing to mean self-service storage facility and/or mini-warehousing and the like. This amendment request brings further clarification to this already accepted interpretation that warehousing is the same use as self-service storage facility/mini-warehousing.

2. Related background information on the project and site.

Chapter 7 is the current Sauk County Zoning ordinance that governs land uses within the ruraly zoned areas of the county. In Chapter 7, 7.09 Commercial District (2) b. 15. Warehousing is proposed to be changed to ( 15. Warehousing, Self-service Storage Facility, or Mini-warehousing). To futher clarify the county's intent for these uses.

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

This is clarification is based on the historic interpretation of this type of use.

---

### SITE/PLOT PLAN

Submit the following plan(s):

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

### SURVEY/PLAT

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

### OTHER INFORMATION

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

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



SAUK COUNTY CONSERVATION PLANNING AND ZONING

OWNER'S CONSENT FORM

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

property legally described as:

NONE - Zoning Ordinance Amendment

states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of  
Planning and Zoning submitted by \_\_\_\_\_ Brentt P. Michalek \_\_\_\_\_, on behalf  
Agent/Representative

of \_\_\_\_\_ Conservation, Planning, and Zoning Office \_\_\_\_\_ and expressly consents to the use of the  
Applicant/Owner's Name

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

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

By \_\_\_\_\_ N/A \_\_\_\_\_  
Owner's Name



## Accounting Department

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

PHONE: 608/355-3237  
FAX: 608/355-3522  
E-Mail: [kbeghin@co.sauk.wi.us](mailto:kbeghin@co.sauk.wi.us)

To: Sauk County Board of Supervisors  
Date: August 6, 2012  
About: June 2012 2nd Quarter Financial Report – 50.00% of Year

Attached are some highlights related to the June 2012 financial report.

### Revenues

Revenues tend to be more cyclical in nature than expenses. Many of Sauk County's grants and aids, the largest revenue source after property tax levy, are paid on a reimbursement basis. Many grant dollars received in January and February are for prior year services, and are allocated back to 2011. Other grants not yet received include: 2008 flood aid (\$1,340,000), state transportation aids (\$997,000), state shared revenues (\$713,000), the federal Economic Development Authority grant fiber optics extension (\$637,000, which is also not yet spent), various conservation grants (\$643,000), and housing rehabilitation aid (\$445,000).

Overall, 38.20% of annual revenues have been recognized through June. The following chart is in order of budgeted magnitude of dollars, and excludes both property taxes which are recorded 1/12<sup>th</sup> every month, and transfers between Sauk County funds which have an equal offsetting expense. Note that sales tax (discussed in more detail later) lags by one month.

Revenues	2012 Annual Budget	Actual through June 2012	Favorable / (Unfavorable)	% of Budget
Grants & Aids	17,479,391	4,834,093	(12,645,298)	27.66%
User Fees	8,837,426	4,297,618	(4,539,808)	48.63%
Sales Tax	6,852,601	2,599,877	(4,252,724)	37.94%
Intergovernmental Charges	6,612,802	3,035,826	(3,576,976)	45.91%
Other Taxes	772,650	514,884	(257,766)	66.64%
Fines, Forfeitures & Penalties	689,500	351,787	(337,713)	51.02%
Licenses & Permits	291,365	150,745	(140,620)	51.74%
Rent	218,114	123,779	(94,335)	56.75%
Interest	138,320	61,247	(77,073)	44.28%
Donations	132,500	34,313	(98,187)	25.90%
Miscellaneous	131,415	100,395	(31,020)	76.40%
Total	42,156,084	16,104,564	(26,051,520)	38.20%

Property taxes are due on January 31 and are collected by local treasurers through that date. After January 31, all collections become the responsibility of the County. By August 15, Sauk County must make full payment to all the other taxing jurisdictions without regard to what has been collected. Outstanding taxes as of July 31, 2012 follow. This means uncollected delinquent taxes due to Sauk County equal \$14,598,289. Of this total, about 25% (or \$3,585,000) was originally levied to fund County operations. The remaining 75% was originally levied by schools and other local governments. The second installment of the 2011 levy, collected 2012 was due July 31, 2012.

Levy Year	Collection Year	County Tax Rate	County Levy	County-Wide Levy	Uncollected Taxes as of July 31, 2012	Percent of County-Wide Levy Collected
2011	2012	\$4.54	28,531,297	121,315,933	12,128,486	90.00%
2010	2011	\$4.42	28,531,297	122,553,732	1,582,099	98.71%
2009	2010	\$4.34	28,659,120	115,574,314	743,191	99.36%
2008	2009	\$4.18	27,714,671	111,860,501	129,113	99.88%
2007	2008	\$4.06	25,805,357	102,211,966	12,082	99.99%
2006	2007	\$4.13	24,802,350	97,232,872	3,180	100.00%
2005	2006	\$4.39	23,884,930	94,527,243	138	100.00%
					14,598,289	
Uncollected Taxes as of July 31, 2011					14,671,384	

Sales tax receipts lag the month of sale by two months. For instance, for sales made at stores during January, vendors report and remit the sales tax to the State at the end of February, the State processes the information throughout March, and the County receives its payment at the end of March or possibly even the first part of April. Therefore, the County's financial reports as of the end of June only contain sales made through May. Further, sales tax is not at all received equally each month through the year. Summer receipts and the December holidays are higher. Sauk County increased its sales tax budget for 2012 by 3.26%, up to \$6,852,601. Adjusting the budget for historical seasonal receipts, 2012 sales tax collections are slightly above budget at this point.

Sales Tax Payment Month	Sales Tax Sales Month	2007	2008	2009	2010	2011	2012	Avg 2006-2011 Cumulative % of Year	Actual 2012 Cumulative % of Budget
March	January	427,012.08	497,959.79	466,080.10	503,592.58	466,343.03	435,158.73	6.65%	6.35%
April	February	467,086.40	440,630.56	451,861.42	525,719.94	479,794.31	449,639.66	13.68%	12.91%
May	March	578,124.33	589,428.08	543,909.32	497,682.15	500,584.18	641,470.31	21.22%	22.27%
June	April	559,399.19	508,989.20	542,094.79	556,632.03	628,589.56	587,498.00	29.06%	30.85%
July	May	542,694.08	614,333.50	614,770.21	590,376.04	564,720.52	486,110.02	37.23%	37.94%
August	June	744,360.29	790,042.91	612,591.97	661,728.04	735,164.71		47.30%	
September	July	759,561.91	788,854.53	872,504.39	930,470.23	891,757.28		59.33%	
October	August	802,476.13	849,137.52	671,478.67	742,700.59	678,283.24		69.60%	
November	September	647,566.21	598,392.51	529,000.33	608,400.34	604,863.86		78.59%	
December	October	430,266.88	474,902.16	496,002.65	515,568.39	557,606.98		85.76%	
January	November	469,094.72	556,097.80	444,099.69	472,358.91	425,286.44		92.43%	
February	December	547,846.13	474,704.21	412,033.15	537,727.39	607,925.15		100.00%	
Sales Tax Collected		6,975,488.35	7,183,472.77	6,656,426.69	7,142,956.63	7,140,919.26	2,599,876.72		

#### Expenditures

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

Overall, 40.37% of annual expenditures have been recognized through June. The following chart is in order of budgeted magnitude of dollars, and excludes both debt service and transfers between Sauk County funds which have equal offsetting revenues.

Expenditures	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Supplies & Services	31,351,376	11,265,782	20,085,594	35.93%
Wages & Salaries	27,005,303	12,421,798	14,583,505	46.00%
Labor Benefits	11,234,366	5,147,448	6,086,918	45.82%
Capital Outlay	4,391,678	1,030,058	3,361,620	23.45%
Total	73,982,723	29,865,087	44,117,636	40.37%

**Current Sauk County 2012 Financial Position**

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

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

Selected Line Items as of June 30, 2012	2009 Total for Year	2010 Total for Year	2011 Total for Year	2012 Annual Budget	Actual through June 2012	Avg 2008- 2011	2012 % of Budget
Interest Collected on Delinquent Taxes	881,581	1,250,138	1,270,132	600,000	439,253	41%	73%
Land Use Permits	79,530	71,544	51,508	60,000	33,754	42%	56%
Sanitary Permits	99,475	61,010	54,920	60,000	22,250	34%	37%
Real Estate Transfer Tax	210,575	187,555	176,126	165,000	74,243	48%	45%
Register of Deeds Filing Fees	287,829	319,220	371,726	315,000	165,486	48%	53%
Interest Earned on Investments	375,862	248,078	171,874	100,000	44,275	51%	44%

Cash balances remain strong and steady, and the Treasurer is maintaining ample reserves for the County.

**In Conclusion**

In your role as oversight committee members, remain mindful of current and future indications that funding is changing, particularly from the State and Federal governments. Department managers provide you with monthly updates of budget position and statistics that can be leading indicators of changes to the status quo. Even with 2012 budget development complete, program review should *never* be complete to make sure Sauk County is providing those services most vital to those most in need. Changes to business as usual are often extremely difficult and take considerable time to implement.

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

Ark County Financial Report  
 June 30, 2012  
 Part of Year Complete

50.00%

	General Government			Justice & Public Safety			Public Works			Health & Human Services		
	Budget	Actual	Favorable / (Unfavorable) % of Budget	Budget	Actual	Favorable / (Unfavorable) % of Budget	Budget	Actual	Favorable / (Unfavorable) % of Budget	Budget	Actual	Favorable / (Unfavorable) % of Budget
revenues												
Property Taxes	\$933,275	\$468,637	\$464,638 50.00%	\$13,230,604	\$6,615,302	\$6,615,302 50.00%	\$3,840,237	\$1,920,118	\$1,920,119 50.00%	\$11,055,771	\$5,527,888	\$5,527,883 50.00%
Other Taxes	772,850	514,884	(257,966) 66.64%	0	0	0 0	1,441,021	358,749	(1,082,272) 24.90% D	10,896,984	3,335,034	(7,561,950) 31.18%
Sales Tax	8,652,601	2,539,877	(6,112,724) 37.94%	2,516,285	854,822	(1,661,463) 33.98%	0	0	0 0	71,465	58,000	(13,465) 81.18%
Grants & Aids	984,578	105,422	(879,156) 12.19% A	100	120	20 20.00%	0	0	0 0	118,500	83,981	(34,519) 71.41%
Fines, Forfeitures & Penalties	14,700	8,381	(6,319) 43.41%	584,000	285,112	(298,888) 50.35%	163,358	104,244	(59,114) 63.81%	8,878,010	3,281,855	(5,596,155) 37.41%
User Fees	804,600	311,387	(493,213) 38.72%	511,116	511,116	0 0	3,846,080	1,890,380	(1,955,700) 51.57%	56,410	30,780	(25,630) 54.48%
Intergovernmental Charges	2,360,634	708,623	(1,652,011) 30.00% B	534,800	400,227	(134,573) 76.33% C	0	0	0 0	132,500	30,363	(102,137) 22.92% F
Donations	0	0	0 0	1,806	1,806	0 0	16,000	4,644	(11,356) 29.00%	210	3	(207) 1.53%
Interest	101,659	44,380	(57,279) 43.68%	1,500	0	(1,500) 0.00%	0	0	0 0	0	0	0 0
Rent	216,114	123,778	(92,336) 56.75%	0	0	0 0	0	0	0 0	1,000	3,660	2,660 266.00%
Miscellaneous	8,720	6,894	(1,826) 20.93%	84,000	50,203	(33,797) 78.44%	0	0	0 0	512,414	258,207	(254,207) 50.00%
Transfers from Other Funds	650,000	1,078,129	428,129 65.87%	0	0	0 0	9,108,708	4,268,148	(4,840,560) 46.86%	29,524,884	12,597,626	(16,927,258) 42.67%
Total Revenues	11,488,861	5,032,742	(6,456,119) 43.89%	17,980,948	8,726,610	(9,254,338) 48.59%	2,778,223	1,256,739	(1,521,484) 55.22%	11,721,128	5,445,659	(6,275,469) 46.46%
expenses / expenditures												
Wages & Salaries	2,717,941	1,277,566	(1,440,375) 47.01%	8,870,480	4,033,406	(4,837,074) 45.47%	1,153,005	335,457	(817,548) 29.16% E	4,847,105	2,400,825	(2,446,280) 49.53%
Labor Benefits	658,408	405,808	(252,600) 38.85%	3,882,734	1,861,247	(2,021,487) 47.97%	5,365,853	1,755,511	(3,610,342) 31.60%	12,755,231	4,176,023	(8,579,208) 32.74%
Supplies & Services	3,481,252	1,381,734	(2,099,518) 39.69% B	5,910,652	2,348,358	(3,562,294) 39.73%	0	0	0 0	N/A	N/A	N/A
Debt Service - Principal	0	0	0 0	0	0	0 0	650,000	254,987	(395,013) 39.23%	512,413	258,602	(253,811) 50.47%
Debt Service - Interest	0	0	0 0	309,000	505,925	(196,925) 163.73%	0	0	0 0	65,880	22,143	(43,737) 33.61%
Capital Outlay	1,958,382	221,577	(1,736,805) 11.31%	145,000	72,500	(72,500) 50.00%	0	0	0 0	600,000	1,076,129	(476,129) 179.35%
Transfers to Other Funds	2,811,924	1,380,358	(1,431,566) 49.02%	0	0	0 0	9,887,881	3,803,095	(6,084,786) 38.15%	30,801,755	13,378,381	(17,423,374) 43.72%
Total Expenditures	11,637,688	4,577,084	(7,060,604) 39.33%	18,187,866	8,822,438	(9,365,428) 48.80%	12,411	10,859	(1,552) 12.56%	39,101	40,855	1,754 4.49%
Functional Expenditures as % of Total	14.48%	13.81%		23.90%	26.61%							
Net Increase/(Decrease) In Fund Balances	\$170,907	\$455,658	\$626,565	\$1,238,917	\$85,826	\$(1,153,091)	\$(858,175)	\$664,451	\$1,523,626	\$(1,076,891)	\$(811,752)	\$265,139

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

\* Sales tax receipts lag the month of sale on this report by one month. This June report is through May sales (37.23% as seasonally adjusted).

A. Grants & Aids are primarily shared revenues (\$712,578) which are received 15% in July and 85% in November

B. MIS charges to departmental lag budget due to large projects being completed later in the year

C. Charges for housing prisoners from other jurisdictions have already exceeded the annual budget

D. Highway transportation aid (\$1.33 million) received 1/4 January, 2/4 July, 1/4 October

E. Highway expenses lower than budgeted due to mild winter. Summer construction invoices paid later in summer.

F. ADRS and Public Health donations lagging budget

County Financial Report  
June 30, 2012  
ent of Year Complete

50.00%	Conservation, Development, Recreation, Culture & Education				Capital Projects				Debt Service				Totals			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Revenues																
Property Taxes	\$1,087,980	\$543,980	(\$543,980)	50.00%			\$0	—	\$250,000	\$125,000	(\$125,000)	50.00%	\$28,531,297	\$14,285,648	(\$14,285,649)	50.00%
Other Taxes	0	0	0	—			0	—			0	—	772,850	514,884	(257,966)	66.64%
Sales Tax	0	0	0	—			0	—			0	—	6,852,801	2,599,877	(4,252,924)	37.94%
Grants & Aids	1,323,858	180,285	(1,143,573)	13.62% G	636,857	0	(636,857)	0.00% I			0	—	17,479,391	4,834,093	(12,645,298)	27.60%
Licenses & Permits	205,100	88,244	(116,856)	42.95%			0	—			0	—	291,385	150,745	(140,620)	51.74%
Fines, Forfeitures & Penalties	5,000	2,149	(2,851)	42.99%			0	—			0	—	689,500	351,787	(337,713)	51.02%
User Fees	140,808	109,214	(31,594)	77.56% H			0	—			0	—	8,837,428	4,297,618	(4,539,809)	48.83%
Intergovernmental Charges	14,868	8,856	(6,012)	48.11%			0	—			0	—	8,812,802	3,035,828	(5,776,974)	34.25%
Donations	0	2,045	2,045	—			0	—			0	—	132,500	34,313	(98,187)	25.90%
Interest	13,951	10,288	(3,663)	73.73%			0	—	3,000	1,934	(1,066)	64.47%	138,320	81,247	(57,073)	58.80%
Rent	0	0	0	—			0	—			0	—	218,114	123,779	(94,335)	56.75%
Miscellaneous	57,095	39,449	(17,646)	69.09%			0	—			0	—	131,415	100,395	(31,020)	76.40%
Transfers from Other Funds	31,788	20,841	(10,947)	65.56%	51,611	202	(51,409)	0.38%	2,182,899	1,098,449	(1,084,450)	50.00%	3,388,712	2,449,829	(938,883)	72.29%
Total Revenues	2,880,226	1,001,329	(1,878,897)	34.77%	688,468	202	(688,266)	0.03%	2,445,899	1,223,384	(1,222,515)	50.02%	74,078,093	32,820,041	(41,258,052)	44.31%
Expenditures																
Wages & Salaries	918,533	408,408	508,125	44.56%			0	—			0	—	27,005,303	12,421,788	14,583,505	46.00%
Labor Benefits	313,113	143,110	170,003	45.71%			0	—			0	—	11,234,386	5,147,448	6,086,938	45.82%
Supplies & Services	3,808,566	1,593,156	2,215,432	41.83%			0	—			0	—	31,351,376	11,285,782	20,065,594	35.93%
Debt Service - Principal	0	0	0	—			0	—	1,770,000	0	1,770,000	0.00%	1,770,000	0	1,770,000	0.00%
Debt Service - Interest	0	0	0	—			0	—	875,899	337,781	538,118	49.96%	1,186,312	598,383	587,929	50.19%
Capital Outlay	478,732	25,223	453,509	5.27%	929,704	202	929,502	0.02% I			0	—	4,391,678	1,030,058	3,361,620	23.45%
Transfers to Other Funds	31,788	20,841	10,947	65.56%			0	—			0	—	3,388,712	2,449,829	938,883	72.29%
Total Expenditures	5,548,754	2,190,738	3,358,016	39.48%	929,704	202	929,502	0.02%	2,445,899	337,781	2,108,118	86.29%	80,329,747	32,911,299	47,418,448	40.97%
Functional Expenditures as % of Total	8.91%	8.68%			1.16%	0.00%			3.04%	1.03%			100.00%	100.00%		
Net Increase/(Decrease) in Fund Balances	(\$2,668,528)	(\$1,189,409)	\$1,479,119		(\$241,236)	\$0	\$241,236		\$0	\$885,603	\$885,603		(\$8,253,854)	(\$91,257)	\$8,162,597	

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

G Conservation grants (\$800,000+) received late in the year after expenditures made  
H Parks entrance and camping fees higher than expected through June. Farm rents not received evenly through the year.  
I Economic Development Authority grant for fiber optic extension reimbursed only after County match expended

## SAUK COUNTY FINANCIAL REPORT (Unaudited)

June 30, 2012

Percent of Year Complete

50.00%

Department / Account Title	2012 Expense Budget			2012 Revenue Budget Excluding			Department Net Favorable / (Unfavorable) to Budget
	Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	
General Fund Property Tax	0	0	--	-5,360,032	-2,680,016	50.00%	2,680,016
Miscellaneous Sales Tax	0	0	--	130	81	62.55%	(49)
County Sales Tax	0	0	--	6,852,601	2,599,877	37.94%	(4,252,724)
Shared Revenue	0	0	--	712,578	0	0.00%	(712,578)
Computer Aid	0	0	--	70,000	0	0.00%	(70,000)
Indirect Cost Reimbursement	0	0	--	128,171	64,085	50.00%	(64,086)
Arts & Humanities Grants	0	0	--	10,000	7,010	70.10%	(2,990)
Interest on Loan Payments	0	0	--	159	83	51.96%	(76)
Rent of County Buildings	0	0	--	75,384	40,772	54.10%	(34,592)
Sale of County-Owned Property	0	0	--	0	759	--	759
Miscellaneous Revenues	0	0	--	1,000	353	35.33%	(647)
Transfer from Human Services	0	0	--	0	917,329	--	917,329
Transfer from Health Care Center	0	0	--	600,000	158,800	26.47%	(441,200)
Miscellaneous Expenses	200	0	0.00%	0	0	--	200
Charitable/Penal Fines, Misc	1,811	906	50.01%	0	0	--	905
Contingency Fund	350,000	0	0.00%	0	0	--	350,000
Baraboo-Dells Airport	4,100	4,100	100.00%	0	0	--	0
Reedsburg Airport	4,100	0	0.00%	0	0	--	4,100
Sauk-Prairie Airport	4,100	4,100	100.00%	0	0	--	0
Tift-County Airport	15,855	15,855	100.00%	0	0	--	0
Wisconsin River Rail Transit	26,520	26,520	100.00%	0	0	--	0
Seuk County Libraries	951,893	951,172	99.92%	0	0	--	721
Arts & Humanities	78,148	69,078	88.40%	0	0	--	9,068
UW-Baraboo / Sauk County	60,000	80,000	100.00%	0	0	--	0
Sauk County Development Corp	87,528	87,528	100.00%	0	0	--	0
Transfer to Capital Projects	51,611	202	0.39%	0	0	--	51,409
Transfer to Debt Service Fund	2,047,899	1,023,950	50.00%	0	0	--	1,023,950
Transfer to Health Care Center (for debt service)	512,414	256,207	50.00%	0	0	0.00%	256,207
<b>TOTAL GENERAL FUND NON-DEPARTMENTAL</b>	<b>4,185,977</b>	<b>2,499,417</b>	<b>59.57%</b>	<b>3,089,971</b>	<b>1,109,134</b>	<b>35.89%</b>	<b>(284,277)</b>
County Board	137,300	72,325	52.88%	137,300	68,850	50.00%	(3,675)
Clerk of Courts	1,235,530	546,838	44.26%	1,235,530	842,089	52.02%	95,852
Circuit Courts	611,115	281,982	42.87%	611,115	305,558	50.00%	43,576
Court Commissioner	228,837	101,390	44.31%	223,775	113,492	50.72%	17,184
Register In Probate	158,488	86,901	43.47%	158,488	89,836	43.94%	735
Accounting	449,494	164,878	41.13%	444,494	223,895	50.37%	44,019
County Clerk / Elections	350,283	208,258	59.45%	348,883	138,172	39.83%	(68,683)
Personnel	383,928	158,581	41.30%	343,493	172,224	50.14%	54,098
Treasurer	589,661	250,143	41.71%	519,681	450,403	86.67%	280,260
Register of Deeds	219,063	86,440	39.46%	217,563	112,865	51.88%	27,926
District Attorney / Victim Witness	438,932	209,292	47.80%	436,932	218,072	49.91%	8,780
Corporation Counsel	564,262	282,858	46.58%	564,262	280,119	49.64%	17,264
Surveyor	80,446	37,930	47.15%	80,448	40,224	50.00%	2,294
Building Services	3,103,132	1,086,315	34.36%	2,512,156	1,282,102	50.24%	788,763
Sheriff	12,924,923	6,106,481	47.25%	12,828,014	6,516,358	50.81%	508,784
Coroner	147,394	79,381	53.66%	147,394	73,897	50.00%	(5,684)
Emergency Management	175,043	84,312	48.17%	175,043	83,413	36.23%	(20,699)
Administrative Coordinator	219,680	92,870	42.18%	162,380	61,190	50.00%	45,820
Management Information Systems	2,708,100	809,698	29.92%	2,490,483	860,114	34.54%	268,035
Public Health	907,749	383,764	40.08%	868,355	412,752	47.64%	90,362
Home Nursing	708,018	338,837	47.79%	706,846	234,721	33.21%	(101,945)
WIC	395,598	145,864	36.88%	324,042	146,306	45.15%	71,979
Environmental Health	278,351	121,294	43.69%	256,291	131,577	51.34%	30,344
Child Support	849,114	402,538	47.41%	849,114	329,825	38.64%	(72,714)
Veterans Service	217,524	98,079	45.09%	204,223	107,862	52.62%	23,084
Parks	582,426	124,164	22.08%	290,661	145,808	50.16%	293,406
Conservation, Planning & Zoning	2,269,181	557,026	24.55%	1,594,432	496,114	31.12%	613,818
UW Extension	338,614	128,636	37.40%	317,809	157,844	49.59%	51,713
<b>TOTAL GENERAL FUND</b>	<b>35,453,145</b>	<b>15,488,303</b>	<b>43.82%</b>	<b>32,135,260</b>	<b>14,986,612</b>	<b>46.57%</b>	<b>2,816,194</b>
Aging & Disability Resource Center	1,743,268	760,027	43.60%	1,623,418	977,378	60.20%	337,221
Human Services	15,404,235	6,545,880	42.49%	15,109,135	5,801,949	38.40%	(448,840)
Jail Fund	145,000	72,500	50.00%	145,000	83,870	44.05%	(6,630)
Land Records Modernization	316,041	127,240	40.26%	150,000	75,845	50.58%	114,648
Landfill Remediation	179,900	37,178	20.66%	25,200	8,858	27.22%	124,383
Drug Seizures	18,500	3,212	17.36%	1,500	0	0.00%	13,768
Community Development Block Grant	592,198	11	0.00%	66,436	49,394	72.17%	573,144
CDBG Flood Recovery Small Business	31,788	20,641	65.58%	31,788	20,841	65.58%	0
CDBG Emergency Assistance Program	2,451,851	1,073,001	43.77%	1,996,158	857,828	32.92%	38,320
CDBG Housing Rehabilitation	577,000	184,261	33.67%	577,000	131,531	22.80%	(62,750)
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>21,459,601</b>	<b>6,834,160</b>	<b>41.17%</b>	<b>19,729,635</b>	<b>7,765,495</b>	<b>39.46%</b>	<b>681,281</b>

## SAUK COUNTY FINANCIAL REPORT (Unaudited)

June 30, 2012

Percent of Year Complete

50.00%

2012 Expense

Budget  
Excluding Addition  
to Fund BalanceYear-to-Date  
Expenses% of  
Budget

2012 Revenue

Budget Excluding  
Carryforwards,  
or Fund Bal UseYear-to-Date  
Revenues% of  
Budget

Department Net

Favorable /  
(Unfavorable)  
to Budget

Department / Account Title

BUILDING PROJECTS FUND

929,704

202

0.02%

688,468

202

0.03%

241,236

DEBT SERVICE FUND

2,445,899

337,781

13.81%

2,445,899

1,223,384

50.02%

885,503

HEALTH CARE CENTER FUND

9,930,324

4,521,850

45.53%

9,554,473

4,405,806

46.11%

260,007

Highway

9,733,506

3,516,144

36.12%

9,083,506

4,281,287

48.91%

1,395,143

Insurance

72,050

54,055

75.02%

127,923

31,398

24.54%

(78,530)

Workers Compensation

279,964

171,084

61.11%

279,964

126,405

45.15%

(44,679)

TOTAL INTERNAL SERVICE FUNDS

10,085,520

3,741,284

37.10%

9,491,393

4,410,081

46.56%

1,271,934

Dog License

25,554

9,699

38.74%

30,965

19,453

62.82%

4,143

TOTAL TRUST &amp; AGENCY FUNDS

25,554

9,699

38.74%

30,965

19,453

62.62%

4,143

TOTAL COUNTY

60,329,747

32,911,289

40.97%

74,076,093

32,820,041

44.31%

6,162,397

## SAUK COUNTY FUND BALANCES

Preliminary

2012

December 31, 2011

Net Income/Adj

June 30, 2012

## GENERAL FUND

Nonspendable - Inventories

20,915

20,915

Nonspendable - Prepaid Items

180,366

180,366

Nonspendable - Long-Term Receivable (Delinquent Taxes)

2,489,745

2,489,745

Nonspendable - LT Receivable (Loan to Tri-County Airport)

9,442

-674

8,766

Restricted - Sales tax

378,958

-378,958

0

Assigned - Alice in Dairyland Trust

7,960

5

7,965

Assigned - Carryforward Funds

1,257,077

1,257,077

Assigned - Subsequent Yr Budgeted Fund Bal Usa

1,680,850

1,680,850

\*Unassigned - Working Capital

11,545,479

-193,311

11,352,168

\*Unassigned

8,675,514

74,245

8,749,759

TOTAL GENERAL FUND BALANCE

26,247,305

-499,691

25,747,613

\* County Reserves (working capital and undesignated) 20,220,093 -119,068 20,101,027

## OTHER FUNDS

Aging &amp; Disability Resource Center

348,217

217,351

565,568

Human Services

2,618,154

-743,940

1,874,214

Jail Assessment

0

-8,630

-8,630

Land Records

775,090

-51,395

724,265

Landfill Remediation

5,312,153

-30,317

5,281,836

Drug Seizures

95,388

-3,212

92,174

CDBG Revolving Loan Fund

461,412

49,382

510,795

CDBG Flood Recovery Small Business

57

0

57

CDBG Emergency Assistance Program

569,971

-415,173

154,797

CDBG Housing Rehabilitation

1,271

-62,750

-61,479

Building Projects

130,515

0

130,515

Debt Service

5,248

885,503

890,851

Health Care Center

3,345,767

-115,844

3,229,922

Highway

9,810,647

745,143

10,555,790

Insurance

481,167

-22,657

458,511

Workers Compensation

567,058

-44,679

522,377

Dog License

-4,806

9,554

4,748

TOTAL ALL FUNDS' BALANCES

50,765,180

-91,257

50,673,923

## CURRENT DEBT PRINCIPAL BALANCE

Communications Notes

865,000

Law Enforcement Center Bonds

275,000

2004 Law Enforcement Refunding Bonds

6,195,000

2005 Law Enforcement Refunding Bonds

9,750,000

2007 Health Care Center Notes

3,840,000

2009 HCC Refunding Bonds

4,830,000

2010 HCC Refunding Bonds

4,925,000

Principal Payments are Due October 1

30,480,000



RESOLUTION No. 106 - 12

Commending ANNA POST for 18+ 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**, ANNA POST has faithfully served the people of Sauk County as a Housekeeper and CNA at the Sauk County Health Care Center for 18+ years; and

**WHEREAS**, ANNA POST retired from her position on July 31, 2012;

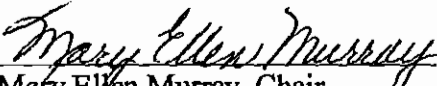
**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends ANNA POST for 18+ faithful years of service to the people of Sauk County;

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

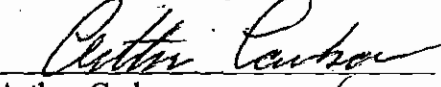
For consideration by the Sauk County Board of Supervisors on August 21, 2012.

Respectfully submitted,

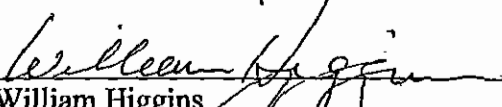
**SAUK COUNTY HEALTH CARE CENTER BOARD OF TRUSTEES**

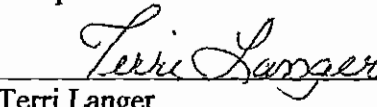
  
Mary Ellen Murray, Chair

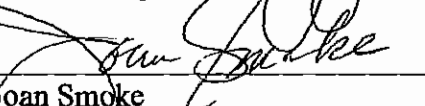
  
Henry Netzinger, Vice-Chair


  
Arthur Carlson

Joseph Fish

  
William Higgins

  
Terri Langer

  
Joan Smoke

No Fiscal Impact   
No Information System Impact

RESOLUTION No. 67 - 12

Commending **RICHARD SCHULZE** for 21 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**, **RICHARD SCHULZE** has faithfully served the people of Sauk County as a CNA at the Sauk County Health Care Center for 21 years; and

**WHEREAS**, **RICHARD SCHULZE** retired from his position on August 1, 2012;

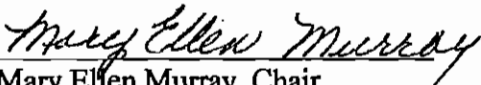
**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends **RICHARD SCHULZE** for 21 faithful years of service to the people of Sauk County;

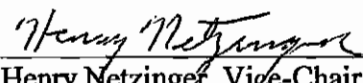
**AND, BE IT FURTHER RESOLVED**, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present to **RICHARD SCHULZE** an appropriate certificate and commendation as a token of our esteem.

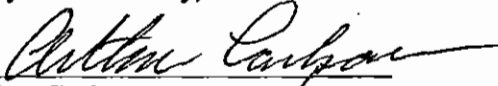
For consideration by the Sauk County Board of Supervisors on August 21, 2012.

Respectfully submitted,


**SAUK COUNTY HEALTH CARE CENTER BOARD OF TRUSTEES**

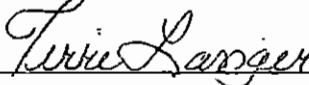
  
Mary Ellen Murray, Chair

  
Henry Netzinger, Vice-Chair


  
Arthur Carlson

Joseph Fish

  
William Higgins

  
Terri Langer

  
Joan Smoke

No Fiscal Impact   
No Information System Impact

ORDINANCE NO. 12 - 2012

AMENDING CHAPTER 7, SAUK COUNTY ZONING ORDINANCE  
TO CLARIFY WAREHOUSING AS A SPECIAL EXCEPTION IN THE  
COMMERCIAL ZONING DISTRICTS

**WHEREAS**, there has been a recent issue concerning whether self-service storage facilities or mini-warehousing establishments are a special exception use in a commercial zoning district pursuant to Ch. 7 Sauk Co. Code; and,

**WHEREAS**, the Zoning Administrator determined that this use was most similar to a warehousing use which is a special exception use in the commercial zoning district, and Sauk County has previously extended this interpretation to other self-service storage facilities or mini-warehousing establishments in the County; and,

**WHEREAS**, a public hearing was held by the Conservation, Planning and Zoning Committee on August 9, 2012 upon Petition 11-2012 from the Conservation, Planning & Zoning Department to amend Chapter 7, Sauk County Zoning Ordinance; and

**WHEREAS**, your Committee has carefully reviewed this matter and does recommend that the following changes be APPROVED.

**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the following amendment to Chapter 7, Sauk County Zoning Ordinance, of the Sauk County Code of Ordinances, to read as follows, is hereby adopted to become effective upon passage:

**7.09 Commercial District.**

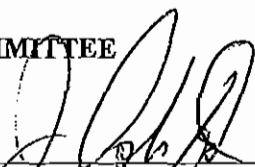
(2) (b) 15. Warehousing, self-service storage facility, or mini-warehousing.

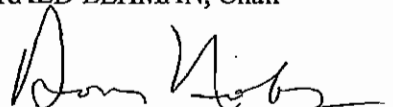
For consideration by the Sauk County Board of Supervisors on August 21, 2012.

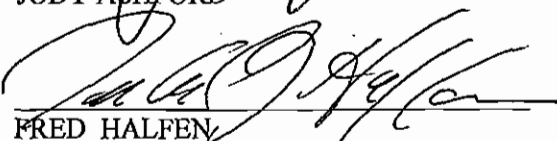
Respectfully submitted,

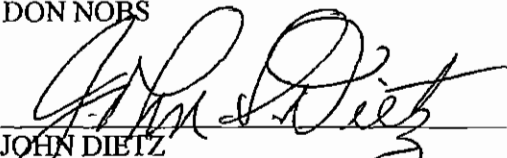
**CONSERVATION, PLANNING, AND ZONING COMMITTEE**

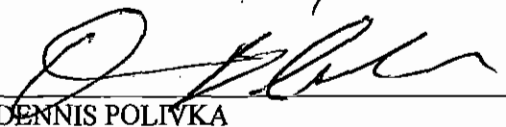
  
GERALD LEHMAN, Chair

  
JUDY ASHFORD

  
DON NOBS

  
FRED HALFEN

  
JOHN DIETZ

  
DENNIS POLIVKA

FISCAL NOTE: No Impact  
MIS IMPACT: No Impact

OFFICE OF  
SAUK COUNTY CONSERVATION, PLANNING, AND ZONING  
OFFICE

SAUK COUNTY WEST SQUARE BUILDING  
505 BROADWAY  
BARABOO, WI 53913  
Telephone: (608) 355-3285

**NOTICE**

PLEASE TAKE NOTICE, that the Conservation, Planning, and Zoning Committee of the Sauk County Board of Supervisors will hold a public hearing on August 9, 2012, at 10:00 a.m., or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 11-2012 Ordinance Amendment. A petition to amend the Sauk County Zoning Ordinance to permit, by special exception, warehousing, self-service storage facilities, or mini-warehousing in the following zoning district: Commercial.
- 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 amendment clarifies that self-storage facilities and mini-warehousing are considered warehousing under Section 7.09(2)(b)15 of the Sauk County Zoning Ordinance.
- B. Any person desiring more information may contact the Sauk County Conservation, Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285). Copies of the proposed amendment may be obtained from the Sauk County Clerk or the Planning & Zoning Office.

Date: July 19, 2012

SAUK COUNTY CONSERVATION, PLANNING, AND ZONING COMMITTEE

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

To be published July 26, 2012 and August 2, 2012

For office use only: Pet. No. 11-2012

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



**Staff Report**  
**Conservation, Planning, and Zoning Department**  
**Chapter 7 Ordinance Amendment Petition 11-2012**

*Hearing Date: August 9, 2012*

**Applicant:**

Sauk County Conservation, Planning,  
and Zoning Department (CPZ)

**Staff:**

Brian Simmert, CPZ  
355-4834

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

**Current Zone:**

Amend the Commercial Zoning  
District, Exhibit A

**Applicable Zoning Regulations:**

7.09 Commercial Zoning District

**Notification:**

(by U.S. mail, except newspaper, City  
of Baraboo)

July 18, 2012: Newspaper

July 19, 2012: CPZ Committee

July 19, 2012: Town Clerks

July 19, 2012: City of Baraboo

July 19, 2012: Airports

**Town Board Approval:**

No objections filed

**Exhibits:**

A. Chapter 7 excerpt showing added  
language

**Request**

A request to amend the Sauk County Zoning Ordinance to permit, by special exception, self-service storage facilities and mini-warehousing in the commercial zoning district. The amendment clarifies that self-storage facilities, mini-warehousing are considered warehousing as a Special Exception under Section 7.09(2)(b)15 of the Sauk County Zoning Ordinance.

**Area to be affected**

This amendment applies to towns under the jurisdiction of the Sauk County Zoning Ordinance and within those towns, lands zoned Commercial. Since the amendment provides clarification to the zoning ordinance, the CPZ Department does not anticipate any impact on the towns.

**Background**

The Conservation, Planning, and Zoning Department (formerly Planning & Zoning Department) has interpreted these forms of warehousing to require the issuance of a Special Exception permit by the Sauk County Board of Adjustment prior to construction. This interpretation is supported by past processes that have rezoned land to commercial followed by the issuance of a special exception permit for self-service storage facilities and mini-warehousing under the warehousing use specified in the current ordinance.

**Analysis**

The proposed amendment does not change the interpretation or administration of the zoning ordinance, it only provides clarification. Therefore, the amendment will not have any impact on towns subject to county zoning. Exhibit A shows the suggested insertion of clarifying language to the zoning ordinance.

**Committee Action Options**

**Approve** Petition 11-2012, based on the facts of the request presented at the public hearing, the amendment having no impact on towns under county zoning and the need for clarifying language.

**Disapprove** Petition 11-2012, based on the facts of the request presented at the public hearing.

**Modify and Approve** Petition 11-2012. Not recommended.

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**Staff Recommendation**

Staff recommends approval of Petition 11-2012.

7.09 Commercial District. (1) Purpose. It is the policy of Sauk County to promote economic development and a strong County economy. It is recognized, however, that most commercial uses should be located in or near the urban communities where a full range of required services can be afforded to such uses. The Commercial District is created to *minimize* conflicts with surrounding land uses and to provide for the orderly growth and development of commercial uses engaged in retail sales of merchandise and/or provision of services.

(2) Uses. In this district no structure or premise shall be used and no structure shall hereafter be erected, moved or structurally altered unless otherwise provided in this ordinance, except as provided below.

(a) Permitted uses.

1. General retail and service establishments, including but not limited to, food stores, liquor stores, furniture stores, convenience stores, clothing stores and barber shops.
2. Building material sales involving only indoor storage.
3. Financial, professional and business services.
4. Lawn and garden supplies, greenhouses.
5. Medical, dental and veterinary clinics.
6. Service stations, car washes. Repair services, not including auto body repair.
8. Civic, fraternal and social organizations.
9. Eating establishments in which liquor and/or malt beverages are not served.
10. Residential quarters for the owner, proprietor, commercial tenant, employee or caretaker located on the same lot as the business, not to exceed one (1) single-family dwelling. Any such residence shall meet the height, floor area and yard requirements of Section 7.03(3).
11. Ponds or lakes greater than 110 feet from a road or property lines; power plants, flowage areas, dams.

(b) Special exceptions. The Sauk County Board of Adjustment, after investigation, viewing of proposed site(s) and public hearing may authorize the location of any of the following uses in this district, provided that the location is consistent with the intent of this ordinance and

does not significantly injure the public health, safety or welfare. The approved use shall comply with all the regulations for the district and any reasonable conditions or safeguards that the Board may impose that are in keeping with the general intent and purpose of this ordinance.

1. Drinking establishments and eating establishments in which liquor and/or malt beverages are served or sold.
2. Motels, hotels and resorts.
3. Gymnasiums, health clubs, athletic clubs.
4. Auction barns.
5. Funeral homes, mausoleums, crematoriums, cemeteries in conjunction with the above uses.
6. Governmental and institutional uses.
7. Theaters, indoor and drive-in. Drive-in theaters are also subject to the regulations as required in Section 7.05(2)(1)3.
8. Pool halls, arcades, bowling alleys and skating rinks.
9. Radio and television broadcasting and receiving towers, microwave relay structures.
10. Mobile home, recreational vehicle, boat and auto sales and rentals.
11. Implement equipment sales and service.
12. Auto body shops.
13. Lumber yards and other building material businesses involving outdoor storage.
14. Truck terminals and distributors.
15. Warehousing, self-service storage facility, or mini-warehousing.
16. Building contractor storage yards.
17. Fabrication, processing or storage of materials when such activity is clearly incidental and subordinate to retail and service business establishments.
18. Food locker plants, commercial bakeries.
19. Residential quarters for the owner, proprietor, commercial tenant, employee or caretaker in excess of the one (1) single-family dwelling permitted above. Any such residence shall meet the height, floor area and yard requirements of Section 7.03(3).
20. Mobile homes, as residential quarters for the owner, proprietor, commercial tenant, employee or caretaker, located on the same

lot as the business, not to exceed one (1) mobile home. Any such residence shall meet the height, floor area and yard requirements of Section 7.03(3).

21. Ponds or lakes greater than 110 feet from a road or property lines; power plants, flowage areas, dams.

(3) Height, yards, area and other requirements.

(a) Height. Except as otherwise provided in Section 7.13(4), no structure shall exceed a height of 50 feet.

(b) Lot area. Lot area shall be the same as that required in Section 7.03.

(c) Side yards. There shall be a side yard on each side of a structure hereafter erected or moved of at least ten (10) feet in width. However, no such side yard shall be less than 25 feet wide when the side lot line abuts a residential use not in this district.

(d) Rear yard. There shall be a rear yard of not less than ten (10) feet in depth.

(e) Highway setback lines. Highway setback lines shall be the same as that required in Section 7.18.

(f) Off-street parking. Off-street parking shall be the same as that required in Section 7.13(6).

(g) No automobile parking lot, stock pile, waste or salvage pile, equipment storage yard, or other accumulation of materials or equipment in the open shall be stored or placed within any setback area.

(4) Additional standards for special exceptions.

(a) Applicants shall submit plot plans of principal and accessory structures, parking areas, open areas, recreational facilities, and general design and land use, and any other pertinent information required by the Sauk County Board of Adjustment and/or the Department.

(b) In hearing requests for special exceptions, the Sauk County Board of Adjustment shall consider the following factors, plus any other factors deemed pertinent, and determine that the special exception use will:

1. Not cause unusual public service needs.

2. Not substantially impair or diminish the uses, values and enjoyment of other

property in the surrounding area for purposes already permitted.

3. Provide safe access and adequate parking facilities.

4. Provide access for emergency vehicles.

5. Provide responsible surface water management.

6. Not cause air, water or noise pollution or adversely affect rare or irreplaceable natural areas.

RESOLUTION NO. 68 - 2012

**AUTHORIZING ACQUISITION OF CERTAIN REAL PROPERTY FOR  
THE CLARK CREEK WATERSHED PROJECT**

**WHEREAS**, Clark Creek has undergone severe flooding five times in the last 19 years causing severe damage to roads, highways, bridges, culverts, homes, and businesses; and,

**WHEREAS**, the change in rainfall intensity and change in landscape due to previous flood events left the area very vulnerable to future flood damage, severe erosion, and excessive sediment deposition; and,

**WHEREAS**, the Honorable Sauk County Board of Supervisors, by Resolution No. 93-10, accepted a \$30,000 grant through the American Recovery and Reinvestment Act to be utilized to evaluate the conditions and develop a report on measures that could potentially be taken to protect against similar flood events; and,

**WHEREAS**, the Honorable Sauk County Board of Supervisors, by Resolution No. 93-10, amended the 2010 budget to accept and distribute \$1,000,000 in Community Development Block Grant – Emergency Assistance Program (CDBG-EAP) supplemental flood relief monies to complete the planning and restoration of Clark Creek; and,

**WHEREAS**, the Clark Creek Study has identified three properties whose acquisition would be extremely desirable in the Clark Creek restoration, said properties being extremely vulnerable to flood damage, and their continued occupancy for human habitation could constitute a significant hazard to human safety; and,

**WHEREAS**, the third of the above referenced property owners, after completion of a proper appraisal, has agreed to sell his property, voluntarily, and with the understanding that Sauk County has no intention of condemning said property; and,

**WHEREAS**, your undersigned Committee has had this matter under advisement, and does recommend that this property be acquired by Sauk County.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that fee simple title in and to the following real property with an address of S5304 Highway 113, Town of Greenfield, Sauk County, be acquired for the sum of One Hundred and Seven Thousand, Nine Hundred Dollars (\$107,900.00), and moving expenses of Eight Hundred and Fifty Dollars (\$850.00) for the public purpose of restoring the Clark Creek Watershed, upon the terms and conditions agreed upon by and between Sauk County and the property owner:



Owner: William Devine.

Legal Description: Part of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section Seven (7), Township Eleven (11) North of Range Seven (7) East, Town of Greenfield, Sauk County, Wisconsin, described as follows:

Commencing at the Northwest corner of Section Seven (7), thence North 89° 51'31"E along North line 1169.27 feet to the point of beginning of this description; thence S45° 36'25"E along centerline of creek 79.79 feet; thence S17° 58'42"E along centerline of creek 272.24 feet to a point on the North line of Certified Survey Map No. 1381; thence S89° 53'43"W along said North line of CSM 1381 80.99 feet to a point in the centerline of S.T.H. 113, thence Northerly along centerline of highway to the intersection of the North line of Section 7, thence East along North line to the point of beginning.

Tax Parcel # 018-0204-00000

**BE IT FURTHER RESOLVED**, that all expenditures necessary for the acquisition of the above described parcels shall be paid from the CDBG-EAP supplemental flood relief monies to complete the planning and restoration of Clark Creek; and,

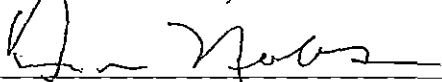
**BE IT FURTHER RESOLVED**, that the County Board Chairman, County Clerk, and Corporation Counsel are hereby authorized to complete the acquisition of these parcels of real property on behalf of Sauk County, including the signing of all necessary paperwork.

For consideration by the Sauk County Board of Supervisors on August 21, 2012.

Respectfully submitted,

**CONSERVATION, PLANNING AND ZONING COMMITTEE**

  
GERALD LEHMAN, Chair

  
DON NOBS

  
JOHN DIETZ

  
RANDY PUTTKAMER

  
JUDY ASHFORD

  
FRED HALPEN

  
DENNIS POLIVKA

**FISCAL NOTE:** Funds for the property acquisition and closing costs will be expended from the CDBG-EAP supplemental flood relief monies to complete the planning and restoration of Clark Creek *UB*

**MIS IMPACT:** No MIS impact.

RESOLUTION NO. 69-12

**Authorizing the Purchase of a Replacement Copier for the  
District Attorney's Office**

**WHEREAS**, the Management Information Systems Department manages a copier program through which all copiers are maintained and purchased for Sauk County; and

**WHEREAS**, under this program, the County has established Ricoh equipment as the current standard for digital copiers; and,

**WHEREAS**, the copier in the District Attorney's Office was purchased in 2002; and,

**WHEREAS**, the age of this machine makes the ongoing maintenance costly and adversely impacts dependability; and,

**WHEREAS**, the DA's office depends heavily upon printed materials duplicated on this machine; and,

**WHEREAS**, through Ricoh, the County qualifies for US Communities pricing on this equipment which provides for the largest government discount available; and

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

Ricoh MPC 4502SP from Ricoh (formerly IKON Office Solutions Inc.) for \$12,073


**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the above-described bid, for the total amount of \$12,073 be and hereby is accepted by the County of Sauk;

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


For consideration by the Sauk County Board of Supervisors on August 21, 2012


Respectfully submitted,

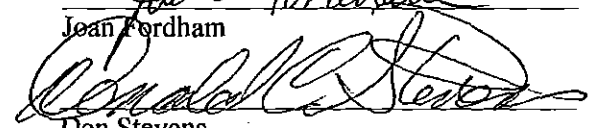
Executive and Legislative Committee

  
Marty Krueger, Chair

  
William F. Wenzel

  
Jason Lane

  
Joan Fordham

  
Don Stevens

**Fiscal Note:** The 2012 MIS Budget appropriation for the replacement of copiers is \$39,300 of which \$21,444 has been expended. *WFB*

**MIS Note:** All new copiers are configured to function as network printers and scanners.

RESOLUTION 70 - 12

**Request To Accept Proposal For Four (4) 80,000 GVW Quad-axle Trucks  
From Badger Truck Center, Madison, Wisconsin**

**WHEREAS**, your Highway Department is in need of four (4) 80,000 GVW Quad-axle Trucks, and in a planned program of replacement, having set minimum specification for same, and

**WHEREAS**, your Committee has agreed to accept the following proposal which met our specifications subject to County Board approval:

From: Badger Truck Center  
Madison, Wisconsin

Four (4) Western Star 4700 80,000 GVW Quad-axle Trucks	\$ 528,300.00
---	---------------

Less Trade In:

Sauk Co. Quad-axle Trucks #298, #299, #303, #308	(\$ 372,000.00)
---	-----------------

Net Cost, F.O.B. Baraboo	\$ 156,300.00
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**NOW, THEREFORE BE IT RESOLVED**, that the above bid be approved, it further being understood that this expenditure will be paid from Highway Department funds.

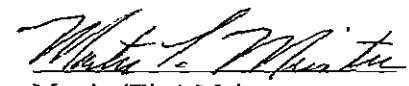
For Consideration by the Sauk County Board of Supervisors on August 21, 2012.

Respectfully submitted:

Sauk County Highway and Parks Committee

  
Virgil Martje, Chair

  
Donald Stevens

  
Martin (Tim) Meister

  
Brian Peper

  
Peter Tollaksen

Fiscal Note: This Expenditure will be paid from Highway Fund Account #70-185010.  
MIS Note: No MIS Impact.

KPB

# SUMMARY SHEET BID PROPOSAL #1

BID LETTING DATE: August 9, 2012 at 9:30 a.m.

FOR ONE (1) 80,000 GVW QUAD-AXLE TRUCK - TRADE IN UNIT#298, #299, #303, #308

FIRM NAME	MADISON MACK	JX PETERBILT MADISON	WISCONSIN KEN WORTH MADISON	LAKESIDE INTERNATIONAL MADISON	TRUCK COUNTRY MADISON	BADGER TRUCK CENTER MADISON
MAKE & MODEL	MACK GU813	PETERBILT 367	KEN WORTH T800	INTERNATIONAL 7600	FREIGHTLINER 114SD	WESTERN STAR 4700
TOTAL COST F.O.B BARABOO <del>PER TRUCK</del>	139,060 <sup>00</sup>	144,404 <sup>00</sup>	148,275 <sup>00</sup>	140,499 <sup>00</sup>	132,322 <sup>00</sup>	132,075 <sup>00</sup>
LESS TRADE-IN <del>PER TRUCK</del>	57,500 <sup>00</sup>	55,000 <sup>00</sup>	60,000 <sup>00</sup>	70,000 <sup>00</sup>	63,000 <sup>00</sup>	93,000 <sup>00</sup>
NET COST TAX FREE <del>PER TRUCK</del>	81,560 <sup>00</sup>	89,404 <sup>00</sup>	88,275 <sup>00</sup>	70,499 <sup>00</sup>	69,322 <sup>00</sup>	39,000 <sup>00</sup>
DELIVERY DATE	NOVEMBER 12	120 DAYS	120 DAYS	75-150 DAYS	90-120 DAYS	90-120 DAYS
TOTAL (4) FOUR TRUCKS REMARKS	TOTAL: (4) FOUR TRUCKS \$326,240 <sup>00</sup>	TOTAL (4) TRUCKS \$357,616 <sup>00</sup>	TOTAL (4) TRUCKS \$353,100 <sup>00</sup>	TOTAL (4) TRUCKS \$281,996 <sup>00</sup>	TOTAL (4) TRUCKS \$277,288 <sup>00</sup>	TOTAL (4) TRUCKS \$156,300 <sup>00</sup>

RESOLUTION NO. 71 - 12

**REQUESTING THE STATE ESTABLISHMENT OF 0.5 FTE ASSISTANT  
DISTRICT ATTORNEY POSITION**

**WHEREAS**, Sauk County is one of the ten fastest growing counties in Wisconsin at a population of 61,086 people, which represents a 9.9% increase from the 2000 census, and this rate of growth is significantly higher than that of the State as a whole, ranking Sauk County as 7<sup>th</sup> amongst the 72 counties; and,

**WHEREAS**, The Legislative Audit Bureau's worksheet for estimated number of Full-Time Attorney's needed in Sauk County to perform our workload through 2010, established a need for 6.58 Full-Time Attorney's; and,

**WHEREAS**, The Sauk County District Attorney's Office has 4.5 Full Time Attorney's; and,

**WHEREAS**, Alternatives considered for managing the anticipated workload increases includes suspending/deferring certain types of prosecution, and an overall slow down in the number of cases capable of being filed in any one year, due to the unavailability of an attorney to appear at necessary court proceedings; and,

**WHEREAS**, The backlog and delay in prosecution of cases, certain cases may ultimately be unable to be filed and/or prosecuted as a result of such delays due to the loss of contact with victims and/or witnesses, resulting in dismissals and/or lengthy deferrals in the prosecution of certain types of crimes; and,

**WHEREAS**, If an additional 0.5 FTE Assistant District Attorney is approved, the District Attorney's Office will not need any additional county support staff.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that Sauk County requests that the State of Wisconsin fund an additional 0.5 FTE Assistant District Attorney position within the District Attorney's Office, effective October 6, 2013.

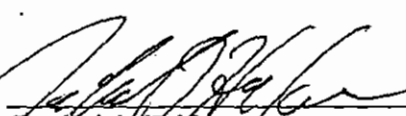
For consideration by the Sauk County Board of Supervisors on August 21, 2012.

Respectfully Submitted,

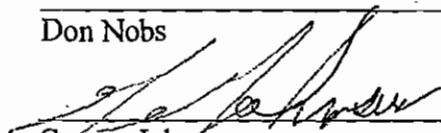
RESOLUTION NO. 71 - 12  
Requesting The State Establishment Of 0.5 Fte Assistant District Attorney Position  
Page 2

**LAW ENFORCEMENT and JUDICIARY COMMITTEE**

  
Donald Stevens – Chair

  
Frederick Haffen

Don Nobs

  
George Johnson

  
Peter Tollaksen

**EXECUTIVE AND LEGISLATIVE COMMITTEE**

Martin F. Krueger – Chair

Joan Fordham

William F. Wenzel

Donald Stevens

Jason Lane

Fiscal Note: No Impact  
MIS Note: No Impact

KPB

RESOLUTION NO. 72 - 12

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

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

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

WHEREAS, at 2:30 p.m. on August 3, 2012, the Sauk County Treasurer and the Sauk County Deputy Treasurer opened bids for said property, the successful bidder indicated; said property received a sufficient bid described below:

THE FOLLOWING PROPERTY IN THE CITY OF BARABOO:

206-1154-88250	S 31-12-7 PRT NW SE .69AC
Appraised Value:	\$16,500.00
Bid:	\$18,205.50
Submitted by:	Greg R. Riese
	421 Roblee Rd
	Baraboo, WI 53913

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

WHEREAS, it is deemed to be in the best interest of the residents of the County to allow for the remediation of this property, and return this property to the tax rolls.

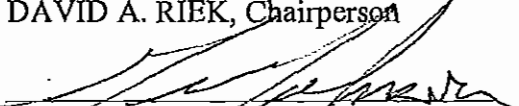
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the Sauk County Clerk is hereby authorized and directed, upon timely receipt of bid amount, to issue a Quit Claim Deed for the above described real property to Greg R. Riese. On August 7, 2012, Greg R. Riese remitted the full amount of said bid price to the Sauk County Treasurer.

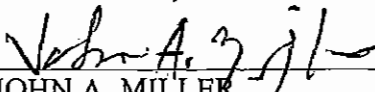
For consideration by the Sauk County Board of Supervisors on August 21, 2012.

Respectfully submitted,

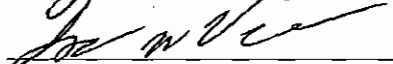
SAUK COUNTY PROPERTY AND RESOURCE COMMITTEE:

  
DAVID A. RIEK, Chairperson

  
GEORGE F. JOHNSON

  
JOHN A. MILLER

  
VIRGIL HARTJE

  
SCOTT VON ASTEN

Resolution No. 22-12, Accepting Bids on Tax-Delinquent Real Estate  
Page 2 of 2

FISCAL NOTE: Funds received were \$18,205.50. The amount of previously owed taxes, special assessments, interest, penalties, letter search, mailings and publication fees were in the amount of \$14,841.72. Expenses to prepare property for sale were in the amount of \$3,846.21. The minimum bid was set based on estimated costs to prepare the property for sale and final costs exceeded the estimated costs by \$482.43.

The alternative for this property was demolition at a significantly higher cost to the county to include asbestos abatement of \$14,336.00 and demolition of \$6,250.00.

MIS NOTE: No Impact.



KPB



RESOLUTION NO. 73 - 2012

**ACCEPTING THE OFFER OF THE VILLAGE OF PRAIRIE DU SAC TO  
PURCHASE CERTAIN REAL PROPERTY IN THE VILLAGE LOCATED AT  
640/644 WATER STREET AND AUTHORIZING ISSUANCE OF A QUIT CLAIM DEED  
CONVEYING SAID PROPERTY TO THE VILLAGE**

**WHEREAS**, Sauk County has previously taken tax title to certain real property located at 644 Water Street, Prairie du Sac, WI 53578, and more particularly described below; and,

**WHEREAS**, the Corporation Counsel commenced action pursuant to Wis. Stat. § 75.39 to bar the former owner from challenging the taking of the property with judgment being entered in favor of the County, and the County now has clear and sufficient title to convey said property by warranty deed; and,

**WHEREAS**, the property has been declared a nuisance by the Village of Prairie du Sac, which has issued a raze order against the premises, and the building on the premises is unsafe and uninhabitable, and would require major repairs or demolition in order to bring the property into a safe and habitable condition; and,

**WHEREAS**, the Village of Prairie du Sac has offered to purchase said property for the amount of \$16,240.92 with the conditions contained in the attached letter from the Village and outlined as follows:

1. The Village of Prairie du Sac assumes all responsibility to raze the building;
2. Should the Village of Prairie du Sac sell the property without incurring costs to demolish the structure, or the purchaser is relieved of the obligation to demolish the structure, the Village will pay the County a sum not to exceed \$42,824.27 from the net sale proceeds received as a result of the sale of the property;
3. If, during the five year period following the date of acquisition of the property, the Village determines to make permanent use of the subject property for municipal purposes, the Village shall pay the County the additional sum of \$29,380.31; and,

**WHEREAS**, Sauk County is authorized pursuant to Wis. Stat. § 75.69(2) and Sauk County Code § 30.03(8), to convey tax delinquent property to a municipality for less than the appraised value; and,

**WHEREAS**, because the Village has a raze order against the property which would require the owner of the property to raze the structure at a cost estimated at \$100,000 or more, and the Village has plans to market this property for economic development, and redevelopment of this property which is in the best interest of Village, the County and the people of the Village of Prairie du Sac, your Committee recommends accepting the offer of the Village despite the fact that it is less than the County's expenses incurred by taking the property.

RESOLUTION NO. 13 - 2012  
Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Clerk be and hereby is authorized and directed, upon timely receipt of \$ 16,240.92 to issue a quit claim deed to the Village of Prairie du Sac for the below described property:

VILL PRAIRIE DU SAC, HUBBARD'S ADD LOT 11 EXC SE 120' & EXC RR ROW  
& EXC N OF LINE DESCR AS: COM N1/4COR SEC 1-N89°47'49"E 1728.56' ALG  
NLI TO ELI WATER ST-S37°10'49"E 197.41' ALG ELI TO POB-N52°21'48"E TO  
WIS RIVER, BLK 2

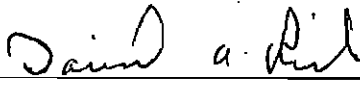
Tax Parcel No.: 172-0183-00000


Property Address: 644 Water Street, Prairie du Sac, WI 53578

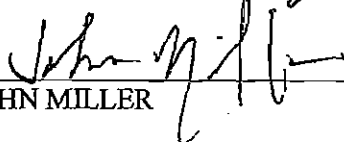
For consideration by the Sauk County Board of Supervisors on August 21, 2012.

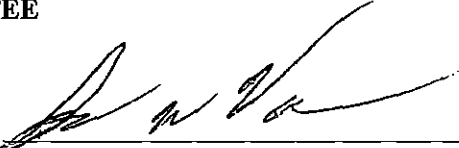
Respectfully submitted,

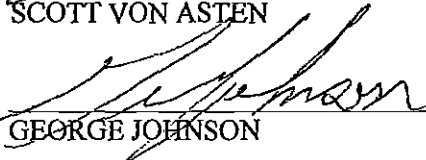
PROPERTY AND INSURANCE COMMITTEE

  
DAVE RIEK, Chairperson

  
VIRGIL HARTJE

  
JOHN MILLER

  
SCOTT VON ASTEN

  
GEORGE JOHNSON

**FISCAL NOTE:** The funds offered do not reimburse the County for its expenses in acquiring, processing, and barring the former owner from challenging the acquisition of this property. It is anticipated that this action could speed the improvement of the property and place it back on the tax roll in an improved condition resulting in increased revenue to all taxing jurisdictions. *KPB*

**MIS NOTE:** No MIS impact.



AXLEY BRYNELSON, LLP

.....

Timothy D. Fenner  
tfenner@axley.com  
608.283.6733

July 20, 2012

VIA EMAIL

Mr. Todd Liebman  
Sauk County Corporation Counsel  
Sauk County West Square Building  
505 Broadway, Room 315  
Baraboo, WI 53913

Re: Village of Prairie du Sac  
640/644 Water Street  
Our File: 3864.66609

Dear Mr. Liebman:

This is in response to your email of July 16, 2012 direct to Alan Wildman, Administrator for the Village.

Please be advised that on behalf of the Village of Prairie du Sac, we renew the prior offer to purchase, under date of May 18, 2012, as submitted, with the following modifications:

1. The purchase price shall be in the sum of \$16,240,092, which represents the amount of the Village special assessments that were placed on the tax rolls for the subject property, and paid over by Sauk County to the Village.
2. For the five year period following the date of acquisition of the property by the Village, it is agreed that in the event that the Village were to sell the property to a third party purchaser for a valuable consideration, and (i) the Village had not incurred any costs relative to the demolition of the structure on the property; or (ii) such purchaser was relieved of the obligation to demolish the structure on the property, that in any such events, the Village would repay to the County a sum not to exceed \$42,824.27 from the net sale proceeds received as a result of the sale of the property to such purchaser. The net sales proceeds is defined as the gross sales price, less the cost of title insurance, normal and customary closing costs, and any special assessments (exclusive of special assessments for demolition costs).

June 21, 2012

Page 2

3. If during the five year period following the date of acquisition of the property, the Village determines to make permanent use of the subject property for municipal purposes, the Village shall pay to the County the additional sum of \$29,380.31. So long as the property is listed for sale by the Village, any use by the Village shall not be considered a "permanent use," notwithstanding anything to the contrary contained herein. A permanent use shall mean any permanent structure located therein; or alternatively, a dedication of the property for public uses.

Please review and advise.

The Village is willing to give to the County until August 23<sup>rd</sup>, within which to review this proposal and accept the same.

Sincerely,

AXLEY BRYNELSON, LLP



Timothy D. Fenner

TDF/avr

cc: Alan Wildman  
Elizabeth A. Geoghegan  
County Treasurer/Real Property Lister

RESOLUTION NO. 74-12

**AUTHORIZATION TO CONTRACT WITH VUGATE INC. TO COMPLETE UPGRADES TO THE VIDEO SYSTEM**

**WHEREAS**, the existing video arraignment and visitation computers for the Courts and the Sauk County Jail Facility are still the original software and equipment installed during the construction in 2002 & 2003; and,

**WHEREAS**, the more current version of the software and equipment will allow more flexibility for the Courts when connecting video to other agencies outside Sauk County; and,

**WHEREAS**, updates to the visitation control computer will help eliminate ongoing issues and will allow for better access to recordings; and,

**WHEREAS**, the Emergency Management, Buildings & Safety Administrator obtained pricing from VUGate of \$31,419.00 for the necessary software and hardware upgrades; and,

**WHEREAS**, VUGate prefers that the county purchase the personal computers needed as part of this project; and,

**WHEREAS**, the Management Information Systems Department will purchase the necessary computers needed for this upgrade at a cost of \$4,696.70; and,

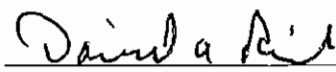
**WHEREAS**, the Property & Insurance Committee recommends it to be in the best interest of Sauk County to move forward with these upgrades,

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session that the Emergency Management Buildings & Safety Administrator is hereby authorized to contract with VUGate Inc. in the amount of \$31,419.00 and authorizes the purchase of computers by the Management Information Systems Department at a cost of \$4,696.70 for a total project cost of \$36,115.70.

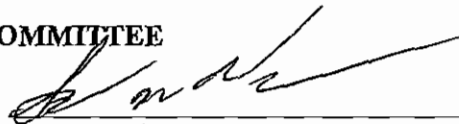
For consideration by the Sauk County Board of Supervisors on August 21<sup>st</sup>, 2012.

Respectfully submitted,

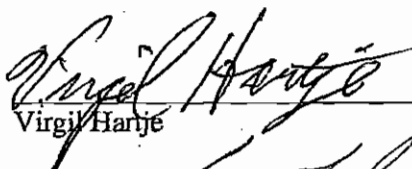
**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**



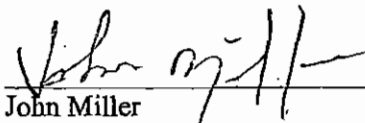
Dave Riek, Chair



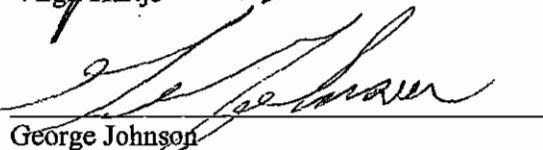
Scott Von Asten



Virgil Hanje



John Miller



George Johnson

**Fiscal Note:** Budget dollars for this upgrade are included in the Building Services Budget. *YAB*

**Information System Note:** Computers will be purchased through MIS but all labor for setup and installation will be provided by VUGate.

RESOLUTION NO. 75-12

**AUTHORIZATION TO CONTRACT WITH POINTON HEATING AND AIR  
CONDITIONING INC. TO COMPLETE AN EMERGENCY REPLACEMENT OF THE  
CONDENSER UNIT ON THE ORIGINAL HUBER FACILITY AREA**

**WHEREAS**, Sauk County has two condenser units that provide for the cooling of the original Huber center area; and,

**WHEREAS**, one of the condenser units stopped working on July 15<sup>th</sup>, 2012 and Building Services staff along with the Technician from Pointon Heating & Air Conditioning discovered that the compressor on the unit had burned out; and,

**WHEREAS**, optional pricing was obtained from Pointon Heating and Air Conditioning Inc. to replace just the compressor as well as completely replace the entire unit which is over 20 years old; and,

**WHEREAS**, the cost to replace just the compressor was \$8,877.00; and,

**WHEREAS**, the cost to replace the entire unit was \$14,495.00 and this replacement was going to part of the requested 2013 budget outlay request; and,

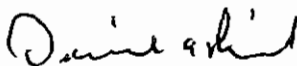
**WHEREAS**, the second unit was running but was barely keeping up with the demand due to the extreme heat, so an emergency replacement was authorized and Pointon Heating and Air Conditioning Inc. was contracted to replace the non-running condenser at a cost of \$14,495.00.

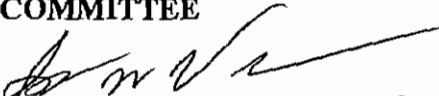
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session that the Emergency Management, Buildings & Safety Administrator is hereby directed and authorized to contract with Pointon Heating & Air Conditioning Inc. to replace the condenser at a cost of \$14,495.00, with payment to be made from the 2012 Building Services Budget.

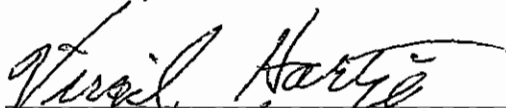
For consideration by the Sauk County Board of Supervisors on August 21<sup>st</sup>, 2012.

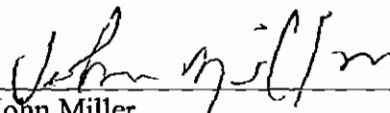
Respectfully submitted,

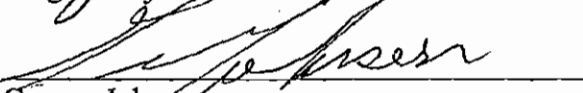
**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
Dave Riek, Chair

  
Scott Von Asten

  
Virgil Martje

  
John Miller

  
George Johnson

**Fiscal Note:** Funds for these repairs will be tak<sup>204</sup> from the 2012 Building Services budget. *JPB*

**Information System Note:** No Information system impact.

RESOLUTION NO. 76-12

**AUTHORIZATION TO CONTRACT WITH MSA PROFESSIONAL SERVICES FOR  
ARCHITECTURAL AND ENGINEERING SERVICES**

**WHEREAS**, since operations first began in the West Square Administration building in 1995 several departments within the facility have made numerous operational changes resulting in some spaces becoming vacant, some spaces being crowded, and some spaces being underutilized; and,

**WHEREAS**, a space needs assessment was completed by Venture Architects; and,

**WHEREAS**, by Resolution 46-2012 MSA Professional Services was contracted to complete a Schematic Design based on the Space Needs Assessment as well as establish a budget for all recommended facility changes; and,

**WHEREAS**, MSA completed the Schematic Design and has reviewed the changes and budget with the Property & Insurance Committee; and,

**WHEREAS**, as part of the Schematic Design Sauk County was able to provide space for three (3) additional renters; and,

**WHEREAS**, the Property and Insurance Committee after reviewing the schematic design and budget, feels that it would be in the best interest of Sauk County to contract with MSA Professional Services for Architectural and Engineering services to include the construction drawings, bidding, administration, state approval fees, permits, printing, mailing and contingency at a cost not to exceed \$85,800.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session that the Emergency Management Buildings & Safety Administrator is hereby directed and authorized to contract with MSA Professional at a cost not to exceed \$85,800 for Architectural and Engineering services to include the construction drawings, bidding, administration, state approval fees, permits, printing, mailing and contingency.

Resolution 76-12

**AUTHORIZATION TO CONTRACT WITH MSA PROFESSIONAL SERVICES FOR  
ARCHITECTURAL AND ENGINEERING SERVICES**

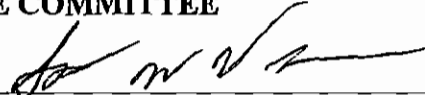
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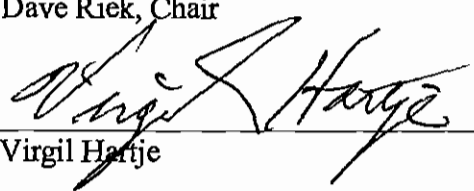
For consideration by the Sauk County Board of Supervisors this 21<sup>st</sup> day of August 2012.

Respectfully submitted,

**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

\_\_\_\_\_  
Dave Riek, Chair

  
\_\_\_\_\_  
Scott Von Asten

  
\_\_\_\_\_  
Virgil Hartje

  
\_\_\_\_\_  
John Miller

\_\_\_\_\_  
George Johnson

**Fiscal Note:** It is anticipated that \$50,000 or less of these costs will be expended in 2012 and will be taken from the Building Services Budget. The remaining amount of these costs along with the cost of the remodel will be placed into the 2013 Building Services Budget. *YRB*

**Information System Note:** No Information System impact



POSTPONED

RESOLUTION NO. 77-12

**APPROVING BUILDING SPACE LEASE IN THE WEST SQUARE  
ADMINISTRATION BUILDING WITH THE MADISON AREA TECHNICAL  
COLLEGE**

**WHEREAS**, the Madison Area Technical College approached Sauk County about possibly lease space within the county facilities because of the close association of many of their programs with County Departments; and,

**WHEREAS**, Sauk County has had a number of departmental changes within the West Square Administration facility since it was first constructed; and,

**WHEREAS**, a space needs assessment and schematic design were completed and it was determined that there would be space available for the Madison Area Technical College; and,

**WHEREAS**, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel have been working with Madison Area Technical College regarding a five (5) year lease for space in the West Square Administration Building,

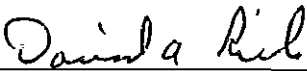
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session that the Lease Agreement attached hereto as an Appendix between Sauk County and Madison Area Technical College is hereby approved.


**AND BE IT FURTHER RESOLVED**, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do not extend the term of the lease except as provided in the lease agreement.

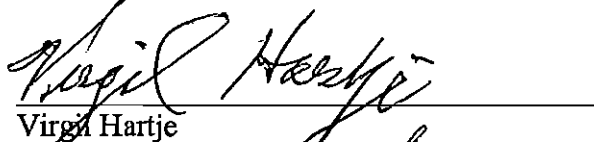
For consideration by the Sauk County Board of Supervisors on August 21<sup>st</sup>, 2012.

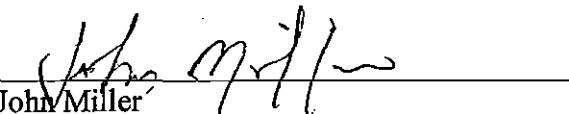
Respectfully submitted,

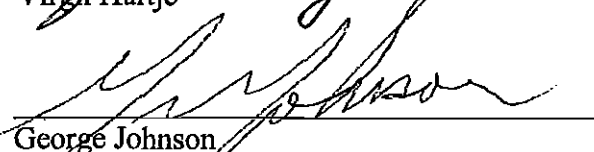
**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
Dave Riek, Chair

  
Scott Von Asten

  
Virgil Hartje

  
John Miller

  
George Johnson

**Fiscal Note:** Completion of the initial term of this agreement will generate \$26,089.09 in revenue.

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

KLB

**LEASE AGREEMENT FOR OFFICE SPACE  
IN THE SAUK COUNTY WEST SQUARE BUILDING**

WHEREAS, Madison Area Technical College is desirous of arranging a lease of office space from Sauk County, a political subdivision of the State of Wisconsin; and,

WHEREAS, Sauk County has certain space available in its West Square Administration Building, and both parties are desirous of entering into this lease.

NOW, THEREFORE, in consideration of the promises and conditions contained here, and for other valuable consideration, and subject to the terms set forth below, Lessor leases to Lessee, and Lessee takes from Lessor, those premises and facilities, rights and privileges more particularly described herein:

**Article One  
Lease of Site**

**Section 1.1.** Lessor leases to Lessee and Lessee leases from Lessor those premises consisting of Three Hundred Seventy Eight (378) square feet of space at the Sauk County West Square Building, described in annex A attached and incorporated here by reference ("demised premises") for the term and under the terms and conditions here.

**Section 1.2.** Lessee shall be entitled to use Lessor's automobile parking area located near the demised premises. Lessee agrees that no more than three motor vehicles belonging to Lessee or Lessee's employees shall be left unattended in the parking area at the same time.

**Section 1.3.** Lessee is granted the exclusive use of the demised premises for the purpose of conducting all activities incidental to the operations of the Madison Area Technical College.

**Article Two.  
Term of Lease**

**Section 2.1.** The term of this lease shall commence on TBD 1<sup>st</sup>, 2013, and continue for a period of Five (5) years. Lessee shall have the right to extend the term for three (3) successive five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each five (5) year period unless Lessee provides written notification to Lessor of its intention not to renew no later than sixty (60) days prior to commencement of the succeeding term. If Lessee shall remain in possession of the Premises at the expiration of this Agreement or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement and either party shall have the right to terminate the tenancy created with one month's notice.

**Section 2.2.** This lease may be terminated at any time by either party with sixty (60) days advance written notice without penalty.

### **Article Three Rental**

**Section 3.1.** During the term of this lease, Lessee shall pay to Lessor as annual rent for the demised premises the sum of Thirteen Dollars (\$13.00) per square foot annually (\$4,914.00) payable in equal monthly installments of Four Hundred and Nine Dollars and Fifty Cents (\$409.50) in advance on the first day of each month of the term of this lease. This fee shall increase by 3% at the end of each calendar year beginning on December 31<sup>st</sup>, 2012 and annually thereafter for the term of this agreement. Attachment D shows the scheduled annual payments for the five (5) year term of this agreement.

**Section 3.2.** Rent for any period during the term or extended term of this lease that is for less than one month shall be a pro-rata portion of the monthly installments. Rent shall be payable in lawful money of the United States to Lessor at the address stated here or to such other persons or at such other places as Lessor may designate in writing.

### **Article Four Rights of Ingress and Egress**

**Section 4.1.** Subject to the reasonable rules and regulations as set forth below under Article Nine of this lease, Lessee shall have the nonexclusive right and privilege concerning ingress to and egress from the demised premises for its employees, agents, guests, patrons and invitees, suppliers of materials and furnishers of services.

**Section 4.2.** This lease of the demised premises, and Lessee's rights under it, are subject to the rights of the Lessor, a governmental body that owns and operates the West Square Building. Lessee's use and occupancy of the demised premises shall not interfere with or prevent the operation or maintenance of the Lessor's facilities.

### **Article Five. Improvements and Alterations**

**Section 5.1.** No improvements, additions or alterations shall be made concerning the leased premises by Lessee without first obtaining the written consent of Lessor. Those improvements, additions or alterations shall be made, if consented to, subject to any conditions relating to them as set forth by the Lessor. Prior to the construction of any improvement, addition or alteration to the demised premises, Lessee shall submit to Lessor the preliminary plans for those improvements, additions or alterations that must conform to the general architectural scheme as developed by the Lessor and shall be in accord with the reasonable plans adopted by Lessor for its facilities.

**Section 5.2.** Upon approval of the preliminary plans by Lessor, Lessee shall prepare working drawings and specifications; they must be substantially in accord with the preliminary plans so approved and shall cause the construction called for by those working drawings and specifications to be commenced and completed with reasonable dispatch. No substantial change, addition or alteration shall be made in the working drawings or specifications or in the construction called for by them without first obtaining the approval of the Lessor. Upon completion of any of those improvement, addition or alteration to the demised premises, Lessee shall furnish to Lessor, at no charge, four complete sets of working drawings for the improvements as constructed.

**Section 5.3.** Any improvements, additions or alterations constructed by Lessee on the demised premises, including the plans and specifications for them, shall conform to the applicable statutes, ordinances, building codes, rules and regulations of any governmental authority as may have jurisdiction.

Lessor's approval, given as provided in section 5.2 of this article, shall not constitute a representation or warranty as to such conformity, which shall remain Lessee's responsibility. Lessee, at its own cost and expense, shall procure all permits necessary for such construction. Lessee shall require in the contract or contracts let for such construction that the contractor shall also comply with all such applicable statutes, ordinances, codes, rules and regulations.

**Section 5.4.** All construction by Lessee pursuant to this article shall be at Lessee's sole cost and expense. Lessee shall keep the demised premises free and clear of liens for labor and material and shall hold Lessor and the Lessor harmless from any liability in that respect.

**Section 5.5.** Lessee shall make no structural alterations to the roof, walls or floors of the demised premises without first obtaining the Lessor's written consent.

**Section 5.6.** Lessee shall give Lessor sixty (60) days' notice in writing of Lessee's intention to commence such construction for the purpose of permitting Lessor to post notices of nonresponsibility.

#### **Article Six Repairs, Maintenance and Operation by Lessee**

**Section 6.1.** At its sole cost and expense, Lessee shall maintain the demised premises and all improvements, additions or alterations to them, equipment and landscaping constructed or installed by Lessee upon the demised premises, in first-class condition. That condition shall always be based on a standard of care reflecting prudent property management, reasonable wear and tear excepted.

**Section 6.2.** Lessee shall always conduct its operations on the demised premises in a manner using all available and practical devices to reduce to a reasonable minimum, considering the nature and extent of Lessee's operations, the emanation from the demised premises of noise, vibration, movement of air, fumes and odors, so as not to unreasonably interfere with the use of other premises adjoining the demised premises or elsewhere in the building. Lessee shall always conduct its operations at the demised premises in accordance with the current regulations of the United States Environmental Protection Agency, and of other applicable federal, state and municipal authorities.

**Section 6.3.** In the event that Lessee fails to perform, for a period of ten days after receipt of written notice from Lessor to do so, any obligation required by this Article Six to be performed by Lessee at Lessee's cost, Lessor, upon the expiration of such ten-day period may, but is not obligated to, enter upon the demised premises and perform that obligation of Lessee, charging the Lessee the reasonable cost and expense of the obligation as additional rent, and Lessee agrees to pay Lessor additional rent on or before the first day of the month following the incurring of that cost and expense. However, if Lessee's failure to perform that obligation adversely affects or endangers the health or safety of the public or of any employee in the building, and if Lessor so states in its mentioned notice to Lessee, Lessor may, but is not obligated to, perform the obligation of Lessee at any time after the giving of the notice, without awaiting the expiration of the mentioned ten-day period, and charge to Lessee, as additional rent, and Lessee shall pay, as additional rent, as mentioned, the reasonable cost and expense of that performance. It is further agreed that if Lessor shall perform any of Lessee's obligations in accordance with the provisions of this Article Six, Lessor shall not be liable to Lessee for any loss, cost or expense to Lessee resulting from such performance.

## Article Seven Insurance

Section 7.1. Lessee shall procure at its expense, or upon its failure so to do, Lessor may at Lessee's expense, obtain and keep in effect during the term or any extended term of this lease, the following forms of insurance that are to be issued by a company or companies of adequate financial responsibility, satisfactory to Lessor, insuring Lessee, Lessor, and the Lessor against all liability in connection with Lessee's use, occupancy, and operations at the demised premises, and curtilage:

(a) Comprehensive general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence;

(b) During the course of any construction of any improvements, additions or alterations to the demised premises under Article Five of this lease, Lessee shall obtain and keep in force a policy of builder's risk insurance in an amount sufficient to cover the cost of repair or replacement of the improvement, addition or alteration.

Section 7.2. Lessor and Lessee here agree to waive their rights of subrogation against each other, and each, and will have all policies of insurance on the demised premises amended accordingly.

Section 7.3. Lessee agrees to deliver to Lessor certificates evidencing the existence of the policies of insurance as required here. The policies of insurance shall also contain a provision requiring the issuer to notify Lessor, by at least ten (10) days' written notice, of any reduction in the face amount of those policies or adverse amendments to the risk covered. In no event shall such reduction or amendments be effective as to Lessor until ten (10) days following the date of that written notice to Lessor.

Section 7.4. Any amount paid by Lessor in its exercise of its option to insure should Lessee neglect or fail to provide the insurance required under this lease shall become immediately due, together with interest at the rate of 13% a year, not to exceed the lawful maximum under the laws of the State of Wisconsin, from the date of payment by Lessor.

## Article Eight Damage

Section 8.1. In the event of damage to the demised premises by fire or other casualty, Lessee shall give prompt notice of the damage to Lessor, and this lease shall remain unaffected and there shall be no abatement or diminution of the fixed rent or additional rent payable under it, except as provided below.

Section 8.2. In the event of damage to the demised premises by fire or other casualty, Lessor shall with reasonable dispatch cause the demised premises to be repaired and/or reconstructed to a condition as nearly as possible the same as obtained prior to the casualty; and if the damage has rendered the demised premises untenantable, in whole or in part, and if such damage did not occur as a result of Lessee's own negligence, there shall be an apportionment of the fixed rent until the damage shall have been repaired. In considering what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance or other causes beyond Lessor's control.

Section 8.3. Lessor shall not be responsible at any time or in any event for any latent defect, deterioration or change in the condition of the demised premises, nor for damage to the demised premises or any property contained there, nor for injury to any person, whether caused by or resulting from falling plaster, dampness, any overflow or leakage upon or into the demised premises of water, rain, snow,

steam, gas or electricity, or by any breakage in pipes, appliances or plumbing, or by breakage, leakage or obstruction of soil pipes, nor for loss of property by theft or because entrusted to employees of Lessor, nor for interferences with light or other intangible land rights.

#### **Article Nine Rules and Regulations**

**Section 9.1.** The leasehold estate created here and the use of any part of it shall be subject to:

(a) All applicable rules, regulations, orders and restrictions now or later in force as adopted by the Lessor in respect to the general operations of the West Square Building; and

(b) All applicable rules, regulations, laws, ordinances, statutes or orders of any governmental authority, federal, state or municipal, lawfully exercising authority over the West Square Building; and

**Section 9.2.** Lessor shall not be liable to Lessee for any diminution or deprivation of possession or of Lessee's rights under this lease on account of the exercise of any authority as in this article provided; nor shall Lessee be entitled to terminate whole or part of the leasehold estate created here for that reason, unless the exercise of that authority shall so interfere with Lessee's use and occupancy of the demised premises as to constitute an eviction or a constructive eviction by operation of law under the laws of the State of Wisconsin.

**Section 9.3.** Lessee warrants that in the performance of this agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion or national origin, sexual orientation, or in any manner prohibited by the rules, regulations, orders or laws of the United States or the State of Wisconsin, or any agency or regulatory authority of either of those governments.

#### **Article Ten. Assignments and Subleases**

**Section 10.1.** Lessee shall not assign the leasehold created here, nor sublet or sublease the demised premises or any part of them, in whole or in part, without the prior written consent of Lessor.

**Section 10.2.** The interest of Lessee under this lease shall not, except at Lessor's option and written consent, be assignable by operation of law. In case of bankruptcy of Lessee or of the appointment of a receiver for Lessee, or if a receiver be appointed to take possession of the demised premises as a result of any act or omission of Lessee, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the demised premises shall be taken by virtue of any attachment, execution or the levy of any judicial process, any person taking such possession through that proceeding or process shall not acquire any right, title or interest in this lease, the leasehold, or the demised premises, or the rights granted here without first securing the written consent of Lessor.

#### **Article Eleven. Encumbrances and Mortgages**

**Section 11.1.** Lessee shall not have the right to encumber in any way any part of the leasehold estate created here or any of the improvements, additions or repairs made to the demised premises by assignment, hypothecation, mortgage, pledge, deed of trust or any other instrument given to or for the benefit of any bank, financing institution or to or for the benefit of any contractor, or other third party.

**Article Twelve.**  
**Defaults and Right To Terminate**

**Section 12.1.** Lessor may cancel this lease by giving Lessee sixty (60) days' advance written notice to be served as provided below.

**Section 12.2.** Except as stated in section 6.3, the default by Lessee in the performance of any covenant or agreement required here to be performed by Lessee, and the failure of Lessee to remedy that default for a period of thirty (30) days after receipt from Lessor of written notice to remedy it, shall terminate this lease at Lessor's option.

**Section 12.3.** However, if any default is of a nature that it cannot be physically remedied within thirty (30) days and if the party in default shall have commenced the elimination of that default promptly after the receipt of notice, and shall continuously and diligently proceed in good faith to eliminate that default, then the period for correction shall be extended for a length of time as is reasonably necessary to complete correction.

**Section 12.4.** In the event that the Lessee shall be prevented from occupying or using the demised premises or shall be prevented from conducting or operating its business on the demised premises by any final action, order or ruling of any final court order, or any other federal, state or local authority, then Lessee may, at its option, cancel this lease by written notice to Lessor and the lease shall be terminated thirty (30) days after the receipt of that notice.

**Article Thirteen**  
**Right of Reentry and Reletting**

**Section 13.1.** In the event of any breach of the terms and conditions of this lease, or abandonment of the demised premises by Lessee, then Lessor, besides other rights or remedies Lessor may have, shall have the immediate right of reentry, and may remove all persons and property from the demised premises. That property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

**Section 13.2.** Should Lessor elect to reenter, as provided here, or should Lessor take possession pursuant to legal proceedings, or under any notice provided for by law, Lessor may terminate this lease, relet the premises, or any part of them, for such term or terms, which may extend beyond the term of this lease, and at such rental or rentals, and on such other terms and conditions, as Lessor in Lessor's sole discretion may deem advisable, with the right to make alterations and repairs to the premises.

**Section 13.3.** Should Lessor, in the event of Lessee's breach of the lease, or abandonment of the demised premises, elect to relet the premises without terminating this lease, rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due under this lease from Lessee to Lessor; second, to the payment of costs and expenses, if any, of that reletting and of any alterations or repairs required for it; third, to the payment of rent due and unpaid under this lease; and the residue, if any, shall be held by Lessor and applied in payment of future rent as it may become due under this lease. Should those rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee under this lease, then Lessee shall pay such deficiency to Lessor. That deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, the costs and expenses, including actual attorney's fees, if any, incurred by Lessor in the reletting.

**Section 13.4.** No reentry or taking possession of the demised premises by Lessor shall be construed as an election on Lessor's part to terminate this lease unless a written notice of that intention is given to Lessee, or unless termination is decreed by a court of competent jurisdiction.

Notwithstanding any reletting without termination, Lessor may at any later time elect to terminate this lease for a previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of the breach, including the cost of recovering the premises, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due by Lessee to Lessor.

#### **Article Fourteen Advertising Signs**

**Section 14.1.** Lessee shall have the right to install and operate signs on the leased premises that advertise its presence in the West Square Building. However, no advertising signs shall be erected or maintained by Lessee without first obtaining the written consent of Lessor. Any signs erected shall conform to the general theme of other signs on or about the building and premises. The consent of the Lessor shall not be unreasonably withheld.

#### **Article Fifteen Lessor Held Harmless**

**Section 15.1.** Lessee agrees to indemnify Lessor against all liability of any nature, including claims, loss and damage to which Lessor may be subject by reason of any act or negligence of Lessee causing damage to persons or property, or both, in connection with Lessee's use and occupancy of the demised premises and the conduct of its business at the demised premises. However, Lessee shall not be liable for any damage, injury or loss solely caused by the negligence of Lessor, its agents or employees. Further, Lessor shall give to Lessee reasonable notice of any claim made or suit instituted, and Lessee shall have the right to compromise and defend.

#### **Article Sixteen Taxes and Licenses**

**Section 16.1.** Lessee shall pay all personal property taxes and all other taxes or assessments levied or charged upon or against Lessee's operations under this lease. Lessee shall also pay all license or permit fees necessary or required by law for the conduct of its operation under this lease.

#### **Article Seventeen Utility Service**

**Section 17.1.** Lessor shall pay all charges for water, gas, and electricity. Lessee shall pay all charges for installation and use of all telephone or other communications services.

**Section 17.2.** Unless expressly stated to the contrary in annex B, attached and incorporated here by reference, the quality and quantity of the water, gas, and electricity services are accepted by Lessee "as is," and Lessor shall not be obligated to cure any deficiency of those services but may at its option do so. Lessee expressly waives all claims against Lessor for compensation for any loss or damage sustained by reason of any defect, deficiency or impairment of any water system, drainage or sewage system, gas



supply system, electrical supply system or electrical apparatus or wires serving the demised premises not caused by the actionable negligence of Lessor.

**Article Eighteen**  
**Title to Capital Improvements, Equipment, Trade Fixtures and Personal Property**

**Section 18.1.** Title to equipment, trade fixtures and personal property constructed or installed by Lessee under Article Five of this lease, shall remain the property of Lessee, or such other person as Lessee may designate, unless Lessee has at any time during the term or any extended term of this lease by written notice and election, vested title to all or any part of that property in the Lessor. Lessee shall have the right any time during the term or any extended term of this lease, to remove any or all of its equipment, trade fixtures and personal property other than capital improvements, provided Lessee is not in default in its payments to Lessor under this lease, and subject further to Lessee's obligation to repair all damage, if any, reasonable wear and tear excepted, resulting from such removal. Lessee agrees to remove its equipment, trade fixtures and personal property at the expiration or other termination of this lease. Upon the failure of Lessee to remove any of that equipment, trade fixtures or personal property within ten (10) days after the expiration or other termination of this lease, Lessor shall have the right to remove it and charge to Lessee the actual cost of removal and restoration. Any equipment, trade fixtures or personal property not removed by Lessee at the expiration or other termination of this lease shall upon termination become the property of the Lessor.

**Section 18.2.** Title to any capital improvements constructed or installed by Lessee upon the leased premises shall remain the property of Lessor upon the termination of this lease. However, equipment, trade fixtures, or personal property installed by Lessee shall remain the property of Lessee unless it is considered a capital improvement, in which case title to it shall be vested in Lessor.

**Article Nineteen**  
**Surrender of Possession**

**Section 19.1.** Upon the expiration or earlier termination of this lease, Lessee shall then surrender possession of the demised premises in accordance with Article Eighteen, including capital improvements contemplated here, in as good condition as when received, reasonable wear and tear, damage by flood, fire, earthquake, other casualty or acts of God or of the public enemy excepted. In that event, title to all capital improvements on the demised premises constructed or installed by Lessee pursuant to Article Five of this lease shall vest in Lessor.

**Article Twenty**  
**Covenants and Warranties of Lessee**

**Section 20.1.** Lessee warrants that Lessee shall not do or permit to be done anything upon the demised premises:

(a) Which will invalidate or conflict with any fire or any casualty insurance policies covering the Lessor's entire facility, the demised premises, or any part of them; or

(b) Which, in the opinion of Lessor, may constitute an extra-hazardous condition so as to increase the risk normally attendant upon the operations contemplated in the use of the demised premises.

**Article Twenty-One  
Inspection by Lessor**

**Section 21.1.** The Lessor, or any person designated by them, shall at all times have reasonable access to the demised premises, and in the event of any emergency the parties or their representatives shall have the right to take such action at the demised premises as they may deem necessary for the protection of persons or property.

**Article Twenty-Two  
Successors and Assigns**

**Section 22.1.** This lease shall be binding and inure to the benefit of the successors, heirs and assigns of the parties.

**Article Twenty-Three  
Other Agreements Not Affected**

**Section 23.1.** Neither this lease nor any of the terms or conditions in this lease shall in any manner affect any of the rights or obligations of either of the parties to this lease because of any prior lease, license, permit or agreement of the parties. No prior lease, license, permit or agreement shall affect the rights and duties parties to this lease.

**Article Twenty-Four  
Miscellaneous**

**Section 24.1.** The section headings appearing here shall not affect the provisions of this lease.

**Section 24.2.** No waiver by Lessor or Lessee of any breach of any provision of this lease is a waiver of any breach of any other provision of this lease. Any continuing or subsequent acceptance of rent under this lease by Lessor is not to be deemed a waiver of any preceding breach by Lessee of any terms, covenants, or conditions of this lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of that preceding breach at the time of acceptance of that rent.

**Section 24.3.** The rights of each party are cumulative and additional to any other legal rights that the party may have in the event of any default of the other.

**Section 24.4.** In the event any condition or provision contained here is invalidated by final judgment of any court of competent jurisdiction, the invalidity of that condition or provision shall not in any way affect any other condition or provision contained here if the invalidity of that condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid conditions or provisions of this lease.

**Section 24.5.** This lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

**Section 24.6.** Written notices to Lessor under this lease shall be given by registered mail, postage prepaid, and addressed to Sauk County Department of Emergency Management, Buildings and Safety, 515 Oak Street, Baraboo, Wisconsin 53913 ATTN: Administrator.

Section 24.7. Written notices to Lessee under this lease shall be given by registered mail, postage prepaid and addressed to Aaron Burkes, [aburkes@matcmadison.edu](mailto:aburkes@matcmadison.edu), Administrative Manager in Property Management, \_\_\_\_\_ (Address) \_\_\_\_\_, or to such other person or address that Lessee may designate by written notice to Lessor.

Section 24.8. Whenever approval is required by one of the parties, the party having to give approval shall not unreasonably withhold it and it shall be timely given.

Section 24.9. If Lessor shall without any fault on the part of the Lessor be made a party to any litigation commenced by or against the Lessee relating to the demised premises or to this lease, then the Lessee shall pay on demand all costs and reasonable attorney's fees incurred by Lessor in that litigation. In the event any action is brought by Lessor to recover any due rent and unpaid balance under this lease, or to recover possession of the demised premises, or in the event any action is brought by Lessor or Lessee to enforce or for the breach of any of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees to be fixed by the court together with costs of suit incurred.

Section 24.10. Nothing contained in this lease shall constitute the relationship of principal and agent or of partnership or of joint venture, or of any association between Lessor and Lessee, and neither the method of computation of rent, nor any other provisions contained in this lease, nor any acts of the parties, shall create any relationship between Lessor and Lessee, other than the relationship of landlord and tenant.

Section 24.11. This lease and the annexes attached to it contain the entire agreement of the parties with respect to the matters covered there. No other agreements, statements or promises made by any party to this lease, or any employee, officer or agent of that party that is not contained in this lease shall be binding or valid.

Section 24.12. It is agreed by the parties to this lease that this lease shall not become effective until it is approved by the Sauk County Board of Supervisors.

**FOR LESSOR, SAUK COUNTY**

**FOR LESSEE,**

\_\_\_\_\_  
Marty Krueger  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Aaron Burkes, Administrative Manager  
Property Management MATC

\_\_\_\_\_  
Rebecca A. DeMars  
Sauk County Clerk

This agreement was drafted by Attorney Todd J. Liebman  
Sauk County Corporation Counsel

s:\ccounsel\22scdclease1.doc.doc

POSTPONED

RESOLUTION NO. 78-12

**APPROVING BUILDING SPACE LEASE IN THE WEST SQUARE  
ADMINISTRATION BUILDING WITH THE WORKFORCE DEVELOPMENT BOARD  
OF SOUTH CENTRAL WISCONSIN**

**WHEREAS**, the Workforce Development Board of South Central Wisconsin approached Sauk County about possibly lease space within the county facilities because of the close association of many of their programs with County Departments; and,

**WHEREAS**, Sauk County has had a number of departmental changes within the West Square Administration facility since it was first constructed; and,

**WHEREAS**, a space needs assessment and schematic design were completed and it was determined that there would be space available for the Workforce Development Board of South Central Wisconsin; and,

**WHEREAS**, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel have been working with the Workforce Development Board of South Central Wisconsin regarding a five (5) year lease for space in the West Square Administration Building,

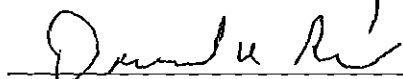
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session that the Lease Agreement attached hereto as an Appendix between Sauk County and Workforce Development Board of South Central is hereby approved.

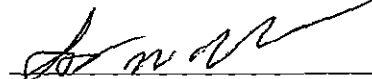
**AND BE IT FURTHER RESOLVED**, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do not extend the term of the lease except as provided in the lease agreement.

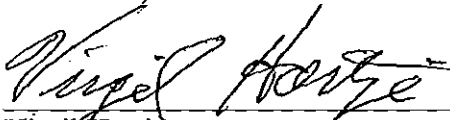
For consideration by the Sauk County Board of Supervisors on August 21<sup>st</sup>, 2012.

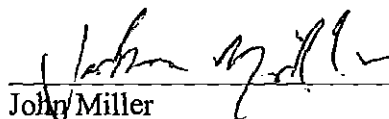
Respectfully submitted,

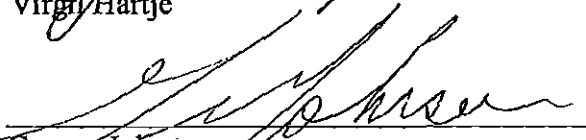
**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
Dave Riek, Chair

  
Scott Von Asten

  
Virgil Hartje

  
John Miller

  
George Johnson

**Fiscal Note:** Completion of the initial term of this agreement will generate \$130,583.50 in revenue. KJB

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

**LEASE AGREEMENT FOR OFFICE SPACE  
IN THE SAUK COUNTY WEST SQUARE BUILDING**

WHEREAS, Workforce Development Board of South Central Wisconsin a State Agency is desirous of arranging a lease of office space from Sauk County, a political subdivision of the State of Wisconsin; and,

WHEREAS, Sauk County has certain space available in its West Square Administration Building, and both parties are desirous of entering into this lease.

NOW, THEREFORE, in consideration of the promises and conditions contained here, and for other valuable consideration, and subject to the terms set forth below, Lessor leases to Lessee, and Lessee takes from Lessor, those premises and facilities, rights and privileges more particularly described herein:

**Article One  
Lease of Site**

Section 1.1. Lessor leases to Lessee and Lessee leases from Lessor those premises consisting of One Thousand Eight Hundred and Ninety Two (1,892) square feet of office space at the Sauk County West Square Building, described in annex A attached and incorporated here by reference ("demised premises") for the term and under the terms and conditions here.

Section 1.2. Lessee shall be entitled to use Lessor's automobile parking area located near the demised premises. Lessee agrees that no more than three motor vehicles belonging to Lessee or Lessee's employees shall be left unattended in the parking area at the same time.

Section 1.3. Lessee is granted the exclusive use of the demised premises for the purpose of conducting all activities incidental to the operations of the Workforce Development Board of South Central Wisconsin.

**Article Two.  
Term of Lease**

Section 2.1. The term of this lease shall commence on TBD 1<sup>st</sup>, 2013, and continue for a period of Five (5) years. Lessee shall have the right to extend the term for three (3) successive five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each five (5) year period unless Lessee provides written notification to Lessor of its intention not to renew no later than sixty (60) days prior to commencement of the succeeding term. If Lessee shall remain in possession of the Premises at the expiration of this Agreement or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement and either party shall have the right to terminate the tenancy created with one month's notice.

Section 2.2. This lease may be terminated at any time by either party with sixty (60) days advance written notice without penalty.

### **Article Three Rental**

**Section 3.1.** During the term of this lease, Lessee shall pay to Lessor as annual rent for the demised premises the sum of Thirteen Dollars (\$13.00) per square foot annually (\$24,596.00) payable in equal monthly installments of Two Thousand Forty Nine Dollars and sixty seven cents (\$2,049.67) in advance on the first day of each month of the term of this lease. This fee shall increase by 3% at the end of each calendar year beginning on December 31<sup>st</sup>, 2013 and annually thereafter for the term of this agreement. Attachment D shows the scheduled annual payments for the five (5) year term of this agreement.

**Section 3.2.** Rent for any period during the term or extended term of this lease that is for less than one month shall be a pro-rata portion of the monthly installments. Rent shall be payable in lawful money of the United States to Lessor at the address stated here or to such other persons or at such other places as Lessor may designate in writing.

### **Article Four Rights of Ingress and Egress**

**Section 4.1.** Subject to the reasonable rules and regulations as set forth below under Article Nine of this lease, Lessee shall have the nonexclusive right and privilege concerning ingress to and egress from the demised premises for its employees, agents, guests, patrons and invitees, suppliers of materials and furnishers of services.

**Section 4.2.** This lease of the demised premises, and Lessee's rights under it, are subject to the rights of the Lessor, a governmental body that owns and operates the West Square Building. Lessee's use and occupancy of the demised premises shall not interfere with or prevent the operation or maintenance of the Lessor's facilities.

### **Article Five. Improvements and Alterations**

**Section 5.1.** No improvements, additions or alterations shall be made concerning the leased premises by Lessee without first obtaining the written consent of Lessor. Those improvements, additions or alterations shall be made, if consented to, subject to any conditions relating to them as set forth by the Lessor. Prior to the construction of any improvement, addition or alteration to the demised premises, Lessee shall submit to Lessor the preliminary plans for those improvements, additions or alterations that must conform to the general architectural scheme as developed by the Lessor and shall be in accord with the reasonable plans adopted by Lessor for its facilities.

**Section 5.2.** Upon approval of the preliminary plans by Lessor, Lessee shall prepare working drawings and specifications; they must be substantially in accord with the preliminary plans so approved and shall cause the construction called for by those working drawings and specifications to be commenced and completed with reasonable dispatch. No substantial change, addition or alteration shall be made in the working drawings or specifications or in the construction called for by them without first obtaining the approval of the Lessor. Upon completion of any of those improvement, addition or alteration to the demised premises, Lessee shall furnish to Lessor, at no charge, four complete sets of working drawings for the improvements as constructed.

**Section 5.3.** Any improvements, additions or alterations constructed by Lessee on the demised premises, including the plans and specifications for them, shall conform to the applicable statutes,

ordinances, building codes, rules and regulations of any governmental authority as may have jurisdiction. Lessor's approval, given as provided in section 5.2 of this article, shall not constitute a representation or warranty as to such conformity, which shall remain Lessee's responsibility. Lessee, at its own cost and expense, shall procure all permits necessary for such construction. Lessee shall require in the contract or contracts let for such construction that the contractor shall also comply with all such applicable statutes, ordinances, codes, rules and regulations.

**Section 5.4.** All construction by Lessee pursuant to this article shall be at Lessee's sole cost and expense. Lessee shall keep the demised premises free and clear of liens for labor and material and shall hold Lessor and the Lessor harmless from any liability in that respect.

**Section 5.5.** Lessee shall make no structural alterations to the roof, walls or floors of the demised premises without first obtaining the Lessor's written consent.

**Section 5.6.** Lessee shall give Lessor sixty (60) days' notice in writing of Lessee's intention to commence such construction for the purpose of permitting Lessor to post notices of nonresponsibility.

## **Article Six**

### **Repairs, Maintenance and Operation by Lessee**

**Section 6.1.** At its sole cost and expense, Lessee shall maintain the demised premises and all improvements, additions or alterations to them, equipment and landscaping constructed or installed by Lessee upon the demised premises, in first-class condition. That condition shall always be based on a standard of care reflecting prudent property management, reasonable wear and tear excepted.

**Section 6.2.** Lessee shall always conduct its operations on the demised premises in a manner using all available and practical devices to reduce to a reasonable minimum, considering the nature and extent of Lessee's operations, the emanation from the demised premises of noise, vibration, movement of air, fumes and odors, so as not to unreasonably interfere with the use of other premises adjoining the demised premises or elsewhere in the building. Lessee shall always conduct its operations at the demised premises in accordance with the current regulations of the United States Environmental Protection Agency, and of other applicable federal, state and municipal authorities.

**Section 6.3.** In the event that Lessee fails to perform, for a period of ten days after receipt of written notice from Lessor to do so, any obligation required by this Article Six to be performed by Lessee at Lessee's cost, Lessor, upon the expiration of such ten-day period may, but is not obligated to, enter upon the demised premises and perform that obligation of Lessee, charging the Lessee the reasonable cost and expense of the obligation as additional rent, and Lessee agrees to pay Lessor additional rent on or before the first day of the month following the incurring of that cost and expense. However, if Lessee's failure to perform that obligation adversely affects or endangers the health or safety of the public or of any employee in the building, and if Lessor so states in its mentioned notice to Lessee, Lessor may, but is not obligated to, perform the obligation of Lessee at any time after the giving of the notice, without awaiting the expiration of the mentioned ten-day period, and charge to Lessee, as additional rent, and Lessee shall pay, as additional rent, as mentioned, the reasonable cost and expense of that performance. It is further agreed that if Lessor shall perform any of Lessee's obligations in accordance with the provisions of this Article Six, Lessor shall not be liable to Lessee for any loss, cost or expense to Lessee resulting from such performance.

## **Article Seven Insurance**

**Section 7.1.** Lessee shall procure at its expense, or upon its failure so to do, Lessor may at Lessee's expense, obtain and keep in effect during the term or any extended term of this lease, the following forms of insurance that are to be issued by a company or companies of adequate financial responsibility, satisfactory to Lessor, insuring Lessee, Lessor, and the Lessor against all liability in connection with Lessee's use, occupancy, and operations at the demised premises, and curtilage:

(a) Comprehensive general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence;

(b) During the course of any construction of any improvements, additions or alterations to the demised premises under Article Five of this lease, Lessee shall obtain and keep in force a policy of builder's risk insurance in an amount sufficient to cover the cost of repair or replacement of the improvement, addition or alteration.

**Section 7.2.** Lessor and Lessee here agree to waive their rights of subrogation against each other, and each, and will have all policies of insurance on the demised premises amended accordingly.

**Section 7.3.** Lessee agrees to deliver to Lessor certificates evidencing the existence of the policies of insurance as required here. The policies of insurance shall also contain a provision requiring the issuer to notify Lessor, by at least ten (10) days' written notice, of any reduction in the face amount of those policies or adverse amendments to the risk covered. In no event shall such reduction or amendments be effective as to Lessor until ten (10) days following the date of that written notice to Lessor.

**Section 7.4.** Any amount paid by Lessor in its exercise of its option to insure should Lessee neglect or fail to provide the insurance required under this lease shall become immediately due, together with interest at the rate of 13% a year, not to exceed the lawful maximum under the laws of the State of Wisconsin, from the date of payment by Lessor.

## **Article Eight Damage**

**Section 8.1.** In the event of damage to the demised premises by fire or other casualty, Lessee shall give prompt notice of the damage to Lessor, and this lease shall remain unaffected and there shall be no abatement or diminution of the fixed rent or additional rent payable under it, except as provided below.

**Section 8.2.** In the event of damage to the demised premises by fire or other casualty, Lessor shall with reasonable dispatch cause the demised premises to be repaired and/or reconstructed to a condition as nearly as possible the same as obtained prior to the casualty; and if the damage has rendered the demised premises untenable, in whole or in part, and if such damage did not occur as a result of Lessee's own negligence, there shall be an apportionment of the fixed rent until the damage shall have been repaired. In considering what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance or other causes beyond Lessor's control.

**Section 8.3.** Lessor shall not be responsible at any time or in any event for any latent defect, deterioration or change in the condition of the demised premises, nor for damage to the demised premises or any property contained there, nor for injury to any person, whether caused by or resulting from falling plaster, dampness, any overflow or leakage upon or into the demised premises of water, rain, snow,



steam, gas or electricity, or by any breakage in pipes, appliances or plumbing, or by breakage, leakage or obstruction of soil pipes, nor for loss of property by theft or because entrusted to employees of Lessor, nor for interferences with light or other intangible land rights.

#### **Article Nine Rules and Regulations**

**Section 9.1.** The leasehold estate created here and the use of any part of it shall be subject to:

(a) All applicable rules, regulations, orders and restrictions now or later in force as adopted by the Lessor in respect to the general operations of the West Square Building; and

(b) All applicable rules, regulations, laws, ordinances, statutes or orders of any governmental authority, federal, state or municipal, lawfully exercising authority over the West Square Building; and

**Section 9.2.** Lessor shall not be liable to Lessee for any diminution or deprivation of possession or of Lessee's rights under this lease on account of the exercise of any authority as in this article provided; nor shall Lessee be entitled to terminate whole or part of the leasehold estate created here for that reason, unless the exercise of that authority shall so interfere with Lessee's use and occupancy of the demised premises as to constitute an eviction or a constructive eviction by operation of law under the laws of the State of Wisconsin.

**Section 9.3.** Lessee warrants that in the performance of this agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion or national origin, sexual orientation, or in any manner prohibited by the rules, regulations, orders or laws of the United States or the State of Wisconsin, or any agency or regulatory authority of either of those governments.

#### **Article Ten. Assignments and Subleases**

**Section 10.1.** Lessee shall not assign the leasehold created here, nor sublet or sublease the demised premises or any part of them, in whole or in part, without the prior written consent of Lessor.

**Section 10.2.** The interest of Lessee under this lease shall not, except at Lessor's option and written consent, be assignable by operation of law. In case of bankruptcy of Lessee or of the appointment of a receiver for Lessee, or if a receiver be appointed to take possession of the demised premises as a result of any act or omission of Lessee, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the demised premises shall be taken by virtue of any attachment, execution or the levy of any judicial process, any person taking such possession through that proceeding or process shall not acquire any right, title or interest in this lease, the leasehold, or the demised premises, or the rights granted here without first securing the written consent of Lessor.

#### **Article Eleven. Encumbrances and Mortgages**

**Section 11.1.** Lessee shall not have the right to encumber in any way any part of the leasehold estate created here or any of the improvements, additions or repairs made to the demised premises by assignment, hypothecation, mortgage, pledge, deed of trust or any other instrument given to or for the benefit of any bank, financing institution or to or for the benefit of any contractor, or other third party.

**Article Twelve.**  
**Defaults and Right To Terminate**

**Section 12.1.** Lessor may cancel this lease by giving Lessee sixty (60) days' advance written notice to be served as provided below.

**Section 12.2.** Except as stated in section 6.3, the default by Lessee in the performance of any covenant or agreement required here to be performed by Lessee, and the failure of Lessee to remedy that default for a period of thirty (30) days after receipt from Lessor of written notice to remedy it, shall terminate this lease at Lessor's option.

**Section 12.3.** However, if any default is of a nature that it cannot be physically remedied within thirty (30) days and if the party in default shall have commenced the elimination of that default promptly after the receipt of notice, and shall continuously and diligently proceed in good faith to eliminate that default, then the period for correction shall be extended for a length of time as is reasonably necessary to complete correction.

**Section 12.4.** In the event that the Lessee shall be prevented from occupying or using the demised premises or shall be prevented from conducting or operating its business on the demised premises by any final action, order or ruling of any final court order, or any other federal, state or local authority, then Lessee may, at its option, cancel this lease by written notice to Lessor and the lease shall be terminated thirty (30) days after the receipt of that notice.

**Article Thirteen**  
**Right of Reentry and Reletting**

**Section 13.1.** In the event of any breach of the terms and conditions of this lease, or abandonment of the demised premises by Lessee, then Lessor, besides other rights or remedies Lessor may have, shall have the immediate right of reentry, and may remove all persons and property from the demised premises. That property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

**Section 13.2.** Should Lessor elect to reenter, as provided here, or should Lessor take possession pursuant to legal proceedings, or under any notice provided for by law, Lessor may terminate this lease, relet the premises, or any part of them, for such term or terms, which may extend beyond the term of this lease, and at such rental or rentals, and on such other terms and conditions, as Lessor in Lessor's sole discretion may deem advisable, with the right to make alterations and repairs to the premises.

**Section 13.3.** Should Lessor, in the event of Lessee's breach of the lease, or abandonment of the demised premises, elect to relet the premises without terminating this lease, rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due under this lease from Lessee to Lessor; second, to the payment of costs and expenses, if any, of that reletting and of any alterations or repairs required for it; third, to the payment of rent due and unpaid under this lease; and the residue, if any, shall be held by Lessor and applied in payment of future rent as it may become due under this lease. Should those rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee under this lease, then Lessee shall pay such deficiency to Lessor. That deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, the costs and expenses, including actual attorney's fees, if any, incurred by Lessor in the reletting.

**Section 13.4.** No reentry or taking possession of the demised premises by Lessor shall be construed as an election on Lessor's part to terminate this lease unless a written notice of that intention is given to Lessee, or unless termination is decreed by a court of competent jurisdiction.

Notwithstanding any reletting without termination, Lessor may at any later time elect to terminate this lease for a previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of the breach, including the cost of recovering the premises, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due by Lessee to Lessor.

#### **Article Fourteen Advertising Signs**

**Section 14.1.** Lessee shall have the right to install and operate signs on the leased premises that advertise its presence in the West Square Building. However, no advertising signs shall be erected or maintained by Lessee without first obtaining the written consent of Lessor. Any signs erected shall conform to the general theme of other signs on or about the building and premises. The consent of the Lessor shall not be unreasonably withheld.

#### **Article Fifteen Lessor Held Harmless**

**Section 15.1.** Lessee agrees to indemnify Lessor against all liability of any nature, including claims, loss and damage to which Lessor may be subject by reason of any act or negligence of Lessee causing damage to persons or property, or both, in connection with Lessee's use and occupancy of the demised premises and the conduct of its business at the demised premises. However, Lessee shall not be liable for any damage, injury or loss solely caused by the negligence of Lessor, its agents or employees. Further, Lessor shall give to Lessee reasonable notice of any claim made or suit instituted, and Lessee shall have the right to compromise and defend.

#### **Article Sixteen Taxes and Licenses**

**Section 16.1.** Lessee shall pay all personal property taxes and all other taxes or assessments levied or charged upon or against Lessee's operations under this lease. Lessee shall also pay all license or permit fees necessary or required by law for the conduct of its operation under this lease.

#### **Article Seventeen Utility Service**

**Section 17.1.** Lessor shall pay all charges for water, gas, and electricity. Lessee shall pay all charges for installation and use of all telephone or other communications services.

**Section 17.2.** Unless expressly stated to the contrary in annex B, attached and incorporated here by reference, the quality and quantity of the water, gas, and electricity services are accepted by Lessee "as is," and Lessor shall not be obligated to cure any deficiency of those services but may at its option do so. Lessee expressly waives all claims against Lessor for compensation for any loss or damage sustained by reason of any defect, deficiency or impairment of any water system, drainage or sewage system, gas

supply system, electrical supply system or electrical apparatus or wires serving the demised premises not caused by the actionable negligence of Lessor.

#### **Article Eighteen**

##### **Title to Capital Improvements, Equipment, Trade Fixtures and Personal Property**

**Section 18.1.** Title to equipment, trade fixtures and personal property constructed or installed by Lessee under Article Five of this lease, shall remain the property of Lessee, or such other person as Lessee may designate, unless Lessee has at any time during the term or any extended term of this lease by written notice and election, vested title to all or any part of that property in the Lessor. Lessee shall have the right any time during the term or any extended term of this lease, to remove any or all of its equipment, trade fixtures and personal property other than capital improvements, provided Lessee is not in default in its payments to Lessor under this lease, and subject further to Lessee's obligation to repair all damage, if any, reasonable wear and tear excepted, resulting from such removal. Lessee agrees to remove its equipment, trade fixtures and personal property at the expiration or other termination of this lease. Upon the failure of Lessee to remove any of that equipment, trade fixtures or personal property within ten (10) days after the expiration or other termination of this lease, Lessor shall have the right to remove it and charge to Lessee the actual cost of removal and restoration. Any equipment, trade fixtures or personal property not removed by Lessee at the expiration or other termination of this lease shall upon termination become the property of the Lessor.

**Section 18.2.** Title to any capital improvements constructed or installed by Lessee upon the leased premises shall remain the property of Lessor upon the termination of this lease. However, equipment, trade fixtures, or personal property installed by Lessee shall remain the property of Lessee unless it is considered a capital improvement, in which case title to it shall be vested in Lessor.

#### **Article Nineteen**

##### **Surrender of Possession**

**Section 19.1.** Upon the expiration or earlier termination of this lease, Lessee shall then surrender possession of the demised premises in accordance with Article Eighteen, including capital improvements contemplated here, in as good condition as when received, reasonable wear and tear, damage by flood, fire, earthquake, other casualty or acts of God or of the public enemy excepted. In that event, title to all capital improvements on the demised premises constructed or installed by Lessee pursuant to Article Five of this lease shall vest in Lessor.

#### **Article Twenty**

##### **Covenants and Warranties of Lessee**

**Section 20.1.** Lessee warrants that Lessee shall not do or permit to be done anything upon the demised premises:

(a) Which will invalidate or conflict with any fire or any casualty insurance policies covering the Lessor's entire facility, the demised premises, or any part of them; or

(b) Which, in the opinion of Lessor, may constitute an extra-hazardous condition so as to increase the risk normally attendant upon the operations contemplated in the use of the demised premises.

**Article Twenty-One  
Inspection by Lessor**

**Section 21.1.** The Lessor, or any person designated by them, shall at all times have reasonable access to the demised premises, and in the event of any emergency the parties or their representatives shall have the right to take such action at the demised premises as they may deem necessary for the protection of persons or property.

**Article Twenty-Two  
Successors and Assigns**

**Section 22.1.** This lease shall be binding and inure to the benefit of the successors, heirs and assigns of the parties.

**Article Twenty-Three  
Other Agreements Not Affected**

**Section 23.1.** Neither this lease nor any of the terms or conditions in this lease shall in any manner affect any of the rights or obligations of either of the parties to this lease because of any prior lease, license, permit or agreement of the parties. No prior lease, license, permit or agreement shall affect the rights and duties parties to this lease.

**Article Twenty-Four  
Miscellaneous**

**Section 24.1.** The section headings appearing here shall not affect the provisions of this lease.

**Section 24.2.** No waiver by Lessor or Lessee of any breach of any provision of this lease is a waiver of any breach of any other provision of this lease. Any continuing or subsequent acceptance of rent under this lease by Lessor is not to be deemed a waiver of any preceding breach by Lessee of any terms, covenants, or conditions of this lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of that preceding breach at the time of acceptance of that rent.

**Section 24.3.** The rights of each party are cumulative and additional to any other legal rights that the party may have in the event of any default of the other.

**Section 24.4.** In the event any condition or provision contained here is invalidated by final judgment of any court of competent jurisdiction, the invalidity of that condition or provision shall not in any way affect any other condition or provision contained here if the invalidity of that condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid conditions or provisions of this lease.

**Section 24.5.** This lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

**Section 24.6.** Written notices to Lessor under this lease shall be given by registered mail, postage prepaid, and addressed to Sauk County Department of Emergency Management, Buildings and Safety, 515 Oak Street, Baraboo, Wisconsin 53913 ATTN: Administrator.

Section 24.7. Written notices to Lessee under this lease shall be given by registered mail, postage prepaid and addressed to \_\_\_\_\_ or to such other person or address that Lessee may designate by written notice to Lessor.

Section 24.8. Whenever approval is required by one of the parties, the party having to give approval shall not unreasonably withhold it and it shall be timely given.

Section 24.9. If Lessor shall without any fault on the part of the Lessor be made a party to any litigation commenced by or against the Lessee relating to the demised premises or to this lease, then the Lessee shall pay on demand all costs and reasonable attorney's fees incurred by Lessor in that litigation. In the event any action is brought by Lessor to recover any due rent and unpaid balance under this lease, or to recover possession of the demised premises, or in the event any action is brought by Lessor or Lessee to enforce or for the breach of any of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees to be fixed by the court together with costs of suit incurred.

Section 24.10. Nothing contained in this lease shall constitute the relationship of principal and agent or of partnership or of joint venture, or of any association between Lessor and Lessee, and neither the method of computation of rent, nor any other provisions contained in this lease, nor any acts of the parties, shall create any relationship between Lessor and Lessee, other than the relationship of landlord and tenant.

Section 24.11. This lease and the annexes attached to it contain the entire agreement of the parties with respect to the matters covered there. No other agreements, statements or promises made by any party to this lease, or any employee, officer or agent of that party that is not contained in this lease shall be binding or valid.

Section 24.12. It is agreed by the parties to this lease that this lease shall not become effective until it is approved by the Sauk County Board of Supervisors.

FOR LESSOR, SAUK COUNTY

FOR LESSEE,

\_\_\_\_\_  
Marty Krueger  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Rebecca A. DeMars  
Sauk County Clerk

This agreement was drafted by Attorney Todd J. Liebman  
Sauk County Corporation Counsel

Postponed

RESOLUTION NO. 79-12

**APPROVING BUILDING SPACE LEASE IN THE WEST SQUARE  
ADMINISTRATION BUILDING WITH THE DEPARTMENT OF WORKFORCE  
DEVELOPMENT**

**WHEREAS**, the Department of Workforce Development approached Sauk County about possibly lease space within the county facilities because of the close association of many of their programs with County Departments; and,

**WHEREAS**, Sauk County has had a number of departmental changes within the West Square Administration facility since it was first constructed; and,

**WHEREAS**, a space needs assessment and schematic design were completed and it was determined that there would be space available for the Department of Workforce Development; and,

**WHEREAS**, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel have been working with the Department of Administration regarding a five (5) year lease with the Department of Workforce Development for space in the West Square Administration Building,

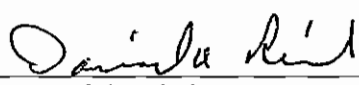
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session that the Lease Agreement attached hereto as an Appendix between Sauk County and Department of Administration is hereby approved.

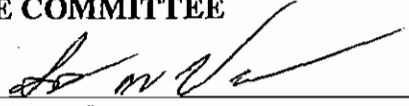
**AND BE IT FURTHER RESOLVED**, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do not extend the term of the lease except as provided in the lease agreement.

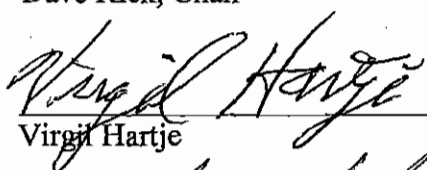
For consideration by the Sauk County Board of Supervisors on August 21<sup>st</sup>, 2012.

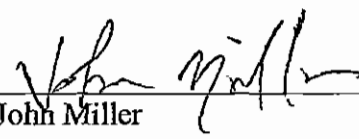
Respectfully submitted,

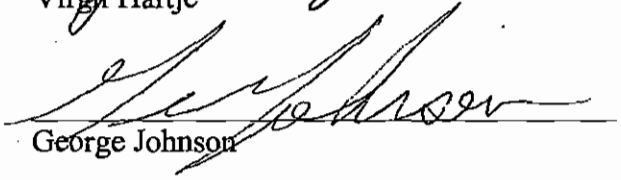
**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
\_\_\_\_\_  
Dave Riek, Chair

  
\_\_\_\_\_  
Scott Von Asten

  
\_\_\_\_\_  
Virgil Hartje

  
\_\_\_\_\_  
John Miller

  
\_\_\_\_\_  
George Johnson

**Fiscal Note:** Completion of the initial term of this agreement will generate \$57,837.73 in revenue. KPB

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

## LEASE AMENDMENT

This LEASE AMENDMENT is made and entered into this 14<sup>th</sup> day of October, 2008, by and between Sauk County ("Lessor"), and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION ("Lessee").

WHEREAS Lessor and Lessee have entered into a lease dated February 2, 1995, together with all amending instructions subsequent thereto (collectively, the "Lease"), which Lease covers approximately 450 square feet of office space (the "Premises") in Lessor's building (the "Building"), together with all appurtenances and access to common areas, located at 505 Broadway in the City of Baraboo, Wisconsin (the "Building"), and

WHEREAS, Lessor and Lessee thereto wish to amend said Lease,

NOW, THEREFORE, IT IS AGREED THIS 14<sup>th</sup> DAY OF October, 2008:

In consideration of the mutual covenants contained herein, Lessor and Lessee agree to amend the Lease effective on March 1, 2009 (the "Commencement Date") as follows:

1. The term of the Lease shall be extended for a term of five years, commencing on March 1, 2009 and ending on February 28, 2014.
2. In addition, the lease term may, at the option of the Lessee, be renewed for two successive two-year periods from and after March 1, 2014, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided notice be given in writing to the Lessor at least 90 days before the Lease or any renewal thereof would otherwise expire.



3. Rent payable during the extended five-year term and renewal options shall be payable in accordance with the schedule below.

Rental Rate Schedule			
Begin Date	End Date	Annual Rent	Monthly Rent
March 1, 2008	February 28, 2009	\$5,400.00	\$450.00
March 1, 2009	February 28, 2010	\$5,616.00	\$468.00
March 1, 2010	February 28, 2011	\$5,616.00	\$468.00
March 1, 2011	February 29, 2012	\$5,840.64	\$486.72
March 1, 2012	February 28, 2013	\$5,840.64	\$486.72
March 1, 2013	February 28, 2014	\$6,074.26	\$506.19
March 1, 2014	February 28, 2015	\$6,074.26	\$506.19
March 1, 2015	February 29, 2016	\$6,317.23	\$526.44
March 1, 2016	February 28, 2017	\$6,317.23	\$526.44
March 1, 2017	February 28, 2018	\$6,569.91	\$547.49

All other provisions of the Lease, except as otherwise expressly provided herein, shall continue to be binding upon the parties thereto and shall inure to the benefit of said parties, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR:  
Sauk County

In presence of:

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Social Security or Taxpayer Number: \_\_\_\_\_  
\_\_\_\_\_

LESSEE:  
State of Wisconsin

By: \_\_\_\_\_

MICHAEL L. MORGAN  
SECRETARY  
DEPARTMENT OF ADMINISTRATION

Dated: \_\_\_\_\_

By: \_\_\_\_\_

MARILYN PIERCE  
DEPUTY ADMINISTRATOR  
DIVISION OF STATE FACILITIES

Dated: \_\_\_\_\_

File No. 370-020

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON  
GOVERNOR  
JAMES R. KLAUSER  
SECRETARY



Mailing Address:  
Post Office Box 7864  
Madison, WI 53707-7864

March 18, 1996

J. Thomas McCarty  
Sauk County  
505 Broadway  
Baraboo, WI 53913

Dear Mr. McCarty:  
Lease Number 370-020

Attached hereto is an executed copy of the lease covering space in the County building at 505 Broadway, Baraboo, to be occupied by the Department of Natural Resources.

The lease is for the period from March 1, 1996 or date of occupancy to February 28, 2001 and contains one five-year extension from March 1, 2001.

The rental is at the initial rate of \$356.25 per month.

Sincerely,

A handwritten signature in cursive script that reads "Gerald A. Miller".

Gerald A. Miller  
State Leasing Officer  
Division of Buildings and Police Services

Attachments

cc: Greg Samp  
370-020

MAR 20 1996

## L E A S E

THIS LEASE, made and entered into this 2nd day of February, 1995, by and between Sauk County (the "Lessor"), whose address is 505 Broadway, Baraboo, WI 53913, and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

WITNESSETH, The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following described premises (the "Premises"):

approximately 450 square feet of office space on the second floor in Lessor's building, together with all appurtenances including breakroom, conference rooms and access to common areas, located at 505 Broadway in the City of Baraboo, Wisconsin (the "Building").

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as office space for the Department of Natural Resources or such other agency that may be designated by Lessee (collectively, the "Tenant").

3. **TERM, RENEWALS.** The lease term hereunder shall begin on March 1, 1996 or date of occupancy, and end on February 28, 2001. This Lease may, at the option of the Lessee, be renewed for one successive five year-year period from and after March 1, 2001, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided notice be given in writing to the Lessor at least 90 days before the Lease or any renewal thereof would otherwise expire.

4. **ASSIGNMENT, SUBLETTING.** The Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor.

5. **RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the initial lease year at the following rate: The sum of Four Thousand Two Hundred Seventy Five and No/100 Dollars (\$4,275.00) per annum, in equal monthly installments of Three Hundred Fifty Six and 25/100 Dollars

(\$356.25). The annual rental rate will increase to Four Thousand Seven Hundred Twenty Five and No/100 Dollars during the renewal period.

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

**6. COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:

- a. Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy.
- b. The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c. Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d. Lessor shall be responsible for any real estate taxes and any assessments on the Premises.
- e. In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay~~239~~ or other forms of compensation and selection for

training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the nondiscrimination clause.

Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is ten thousand dollars (\$10,000) or more per year and the Lessor employs ten (10) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Administrative Services, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.

- f. The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or unencapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises

until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

- g. The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-Pers. 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.

**7. COVENANTS OF LESSEE.** Lessee hereby covenants and agrees with Lessor as follows:

- a. Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b. At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire.
- c. The Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee and the owner as Lessor.
- d. The Lessee will be responsible for any acts or omissions of its agents or employees while acting in official capacity as their employees.

e. Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor.

8. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises, as well as public liability insurance in the amount of not less than \$1,000,000. Lessor shall provide a certificate of insurance to Lessee evidencing such coverage.

Lessee is protected by the State of Wisconsin Self-Funded Liability and Property Programs. Sections 20.865(1)(f) and (fm), Wisconsin Statutes, provide funds to pay property and liability claims. In addition, section 895.46 provides that the state will pay judgments taken against state officers or employees for acts carried out while the officers or employees were acting within the scope of their employment. This shall be deemed as evidence of protection for applicable liability claims brought against the state, its officers or employees and damage to property for which the state may be responsible.

9. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees or of any person on the Premises with the express permission of the Lessee. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

10. **DAMAGE OR DESTRUCTION.** If the said Premises be wholly destroyed by fire or other casualty this Lease shall immediately terminate. In case of partial destruction or damage so as to render the Premises untenable, either party may terminate the Lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a post paid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows<sup>238</sup>



If to Lessor: J. Thomas McCarty  
Administrative Coordinator  
Sauk County  
505 Broadway  
Baraboo, WI 53913

If to Lessee: State Leasing Officer  
State of Wisconsin  
Department of Administration  
101 East Wilson Street, 10th Floor  
P.O. Box 7864  
Madison, WI 53707-7864

12. **FUNDING.** This Lease is subject to the availability of funds for the payment of rentals in accordance with Article VIII, Section 4 of the Wisconsin Constitution.

13. **RIGHT TO LEASE ADDITIONAL SPACE.** Lessor may, from time to time, make additional office or storage space available in the Building for lease by the Lessee. Such additional space may be added to this lease via a letter of addendum, under mutually agreeable terms and conditions.

14. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.

15. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

16. **CANCELLATION** This Lease may be cancelled by Lessee or Lessor upon 120 days prior written notice during any term or any period of the lease the original term, renewals, or extended periods invoked under the provisions of sec. 704.25, Wis. Stats. Such notice may be given at any time including the last 120 days of the original term.

17. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

18. AUTHORIZATION, BINDING EFFECT. This Lease is not valid or effective for any purpose until approved by the Deputy Secretary of the Department of Administration, and no work is authorized until the Lessor has been given written notice to proceed by the Department of Administration, Division of Buildings and Police Services.

This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR:  
SAUK COUNTY

In presence of:

Larry K. Olson  
James J. Focal

By: Roger A. Munn

Dated: 2/22/96

Social Security or Taxpayer Number:

39-6005740

LESSEE:  
State of Wisconsin

By: George F. Lightbourn

GEORGE F. LIGHTBOURN,  
DEPUTY SECRETARY  
DEPARTMENT OF ADMINISTRATION

Dated: 3-11-96

By: John C. Marx

JOHN C. MARX,  
ADMINISTRATOR  
DIVISION OF BUILDINGS & POLICE SERVICES

Dated: 3-9-96

File No. 370-020

## SCHEDULE I

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures as follows:

Summer  
76 Degrees(+/- 2°)

Winter  
70 Degrees(+/- 2°)

2. Heat and air conditioning costs.
3. Provide safe drinking water with hot and cold running water for restrooms and janitorial facilities.
4. Water and sewer costs.
5. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations. A "Test and Balance Report" may be required prior to acceptance of the Premises by Lessee.
6. Install and maintain fire extinguishers according to building code and underwriters' recommendations.
7. Provide lighting of (50) footcandles throughout the demised area with (70) footcandles at desk height in task area.
8. Provide (2) master keys for entrance doors.
9. Furnish and install light bulbs, fluorescent tubes, starters, ballasts or transformers.
10. Provide electricity for lights and other electrical equipment necessary for operation of the office.
11. All areas of the Premises, the applicable common areas, and entrances and exits serving the Premises shall meet all requirements of handicapped accessibility, health, and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters ILHR 50 thru 64 and Americans With Disabilities Act guidelines (ADAAG). The ADAAG guidelines will take precedence over state building codes Chapter 52.04, except when such state codes shall be equal to or exceed specifications in ADAAG.
12. Furnish building occupancy or use permit if required.
13. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
14. JANITORIAL SERVICES: Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds not specifically excluded consistent with other Tenants of the Building.. This may include, but is not limited to, the plowing and removal of snow, removal of trash, and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of recyclable materials shall comply with sections 16.15(3) and 159.07, Wis. Stats., which require recycling the following items: aluminum containers,

corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclables and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 159.13, Wis. Stats.

The following is a list of desired activities to be performed at least as often as indicated. While this list may omit some minor activities, it is the intent of this list to promote a building with a "High Standard Of Cleanliness".

#### AREA AND FREQUENCY INDICATION:

##### DAILY

- a. All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc. ) - Clean glass in doors and metal framework; Empty/clean ashtrays, waste containers and replace can liners; Sweep, mop and polish floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish water fountains; and spot clean walls and doors.
- b. Restrooms - Clean and disinfect dispensers, sinks, toilets, urinals and polish brightwork.
- c. Office Areas - Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

##### ONCE-WEEKLY

- a. Common Areas - Dust and/or damp wipe furnishings, moldings, handrails, fixtures, etc. Clean/disinfect and polish brightwork. Polish floor.
- b. Restrooms - Acid clean inside toilet bowls and urinals; and damp wipe wall, doors, vents and furnishings.
- c. Offices - Vacuum upholstered furniture; and edge-vacuum carpet.

##### SEMI-ANNUALLY

- a. Resilient/Hard floor Areas - Strip, seal and refinish floors in spring and fall.
- b. Carpet Areas - Wet extract carpet and apply soil retardant in spring and fall.
- c. Restrooms - Wash walls, ceilings, doors and partitions in winter and summer.
- d. Windows - Wash windows and storms both inside and outside and vacuum screens in spring and fall.
- e. Light Fixtures - Clean fixtures and diffusers

15. Install electrical, data and telephone outlets according to plan.

16. Provide individual light switches for individual rooms.
17. Provide signage, including building directory listing, suite identification, and any other signage consistent with others in the Building.
18. Provide parking in common in an adjacent parking area.
19. In the event the Lessor does not furnish the aforementioned services and items or the demised Premises is untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.
20. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon plans.

File No. 370-020



## MINUTES

**Sauk County Board of Supervisors – Regular Meeting**

**Tuesday, September 18, 2012**

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

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**Call to order: 6:00 P. M.**

**Certify compliance with Open Meeting Law.**

**Roll call. PRESENT:** (27) Smoke, Meister, Hartje, Dietz, Held, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger.

**ABSENT:** (4) Kriegel, Johnson, Halfen and Lehman.

Chair Krueger announced Supervisor Lehman will be joining the meeting shortly.

**Invocation and pledge of allegiance.**

**MOTION (Smoke/Fish) to adopt agenda. Motion carried unanimously.**

**MOTION (Alexander/Netzing) to approve minutes of previous session of August 21, 2012. Motion carried unanimously.**

**Scheduled appearances: None**

**Public Comment:**

1. Katherine Gehrke, - Representing Judith Gehrke; Re: Lack of Heat in the High Point Commons Apartment.
2. Lollie Wheeler; Re: Ho-Chunk Nation Land In Trust.

**Communication: None**

**Bills & referrals: None.**

**Claims: None.**

**Appointments:**

**Aging & Disability Resource Center (ADRC) Regional Governing Board of Southwest Wisconsin-North Regional Board:** Citizen members (3-Year Term expires 4/21/2015)

Phyllis Johnson

Janet Pearson

**Comprehensive Community Services (CCS) Program Coordinating Committee:**

(2-Year Terms, all expiring 10/21/2014)

Tom Kolb, Citizen/Community member

Donna Miller, Citizen/Consumer member

Jeff Semenas, Sauk County Dept. of Human Services - CCS Program Manager

Sharon Boesl, Sauk County Dept. of Human Services

**Transportation Coordination Committee:**

Theron Hill – Physical Needs/Citizen member (2-Year Term expires 8/19/2014)  
Joan Wucherer – Physical Needs/Citizen member (2-Year Term expires 8/19/2014)  
Janet Pearson – Mental Health/AODA, Citizen member (1-Year Term expires 8/20/2013)  
Alan Wildman II, Sauk Prairie Transit, Citizen member – 1-Year Term expires 8/20/2013)  
Richard Running, Baraboo Taxi (Running Inc.), Citizen member – 1-Year Term expires 8/20/2013)  
Dan Brattset, Sauk County Dept. of Human Services, (1-Year Term expires 8/20/2013)  
Jim Pritzkow, Aging & Disability Resource Center, Information & Assistance Lead Worker  
(1-Year Term expires 8/20/2013)

MOTION (Carlson/Tollaksen) to approve all appointments. AYES: (27) Smoke, Meister, Hartje, Dietz, Held, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger.  
NAYS: (0) ABSENT: (4) Kriegl, Lehman, Johnson and Halfen. **Motion carried unanimously.**

**Unfinished Business:** None.

**Reports:** Informational, no action required:

1. Rebecca A. DeMars, 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): None.

6:20 P.M. Supervisor Lehman has arrived and noted as in attendance.

2. Steve Schneider, Hilbert Communications: Re: Proposal of Hilbert Communications to utilize county authority and guarantee to issue Midwest Disaster Area Recovery Bonds. *(hand out on file)*

3) Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.

4) Marty Krueger, County Board Chair.

- o 2012 Alzheimer's Walk
- o WCA Conference
- o SCDC Economic Development Forum – October 11, 2012

5) Kathryn Schauf, Administrative Coordinator

- o 2013 Budget *(hand out on file)*
- o CDBG-ED regionalization *(hand out on file)*

**Consent Agenda.**

**LAW ENFORCEMENT & JUDICIARY:**

**Resolution 80-12 Recognizing the Wisconsin Court System Juror Appreciation Program.**

MOTION (Tollaksen/Stevens) to approve consent agenda resolution. VOTE: AYE: (28) Smoke, Meister, Hartje, Lehman, Dietz, Held, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (3) Kriegl, Johnson and Halfen.

**Motion carried unanimously.**

**Resolutions & Ordinances.**

**CONSERVATION, PLANNING & ZONING:**

**Ordinance 13-2012 Petition 10-2012. Approving The Rezoning Of Lands In The Town Of Ironton From An Exclusive Agricultural To A Commercial Zoning District Filed Upon Amos And Fannie Christner, Applicant And Property Owner, John Gingerich, Agent.**

MOTION (Lehman/Polivka). VOTE: AYE: (28) Smoke, Meister, Hartje, Lehman, Dietz, Held, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger.

NAY: (0). ABSENT: (3) Kriegl, Johnson and Halfen. **Motion carried unanimously.**

Ordinance effective upon passage pursuant to 59.69 (5) (e) (6), of Wisconsin State Statutes, September 18, 2012.



**EXECUTIVE & LEGISLATIVE:**

**Resolution 81-2012 Requiring The U.S. Department Of The Interior, Bureau Of Indian Affairs, To Comply With The Freedom Of Information Act And Release Requested Documents And Authorizing The Corporation Counsel To File Suit In U.S. District Court If Compliance Is Not Forthcomings.** MOTION (Lane/Hartje). VOTE: AYE: (27) Smoke, Meister, Hartje, Lehman, Dietz, Held, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (1) Detter. ABSENT: (3) Kriegl, Johnson and Halfen.  
Motion carried.

**EXECUTIVE & LEGISLATIVE AND FINANCE:**

**Resolution 82-2012 Resolution Supporting Legislation Requiring Online-Only Retailers To Collect And Remit Wisconsin Sales Tax.** MOTION (Wenzel/Stevens). Discussion in support of, and in opposition to resolution as written. Chair Krueger clarified that this resolution was prepared by the WCA and written containing language in this format.

MOTION (Wenzel/Lehman) to amend resolution by striking the following language "~~with subsidiaries or affiliates located in Wisconsin~~" from the seventh paragraph so it reads as follows:  
Now, Therefore, Be it Resolved, that the Sauk County Board of Supervisors does hereby support legislation requiring online retailers to collect and remit Wisconsin state and local sales tax.

VOTE ON AMENDMENT TO RESOLUTION: AYE: (26) Smoke, Meister, Hartje, Lehman, Dietz, Held, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2). Riek and Detter. ABSENT: (3) Krieg, Johnson and Halfen. Motion carried.

Discussion on original resolution with amendment. MOTION (Nobs) for the previous question (to end discussion). No second, therefore the motion died.

Discussion continued on original resolution with amendment.

VOTE ON ORIGINAL MOTION WITH AMENDMENT: (Wenzel/Stevens) AYE: (24) Smoke, Meister, Hartje, Lehman, Dietz, Held, Bychinski, Fish, Lane, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (4). Tollaksen, Riek, Von Asten and Detter. ABSENT: (3) Krieg, Johnson and Halfen.  
Motion carried.

**LAW ENFORCEMENT & JUDICIARY:**

**Resolution 83-2012 Authorization To Purchase 2013 Ford Explorer Replacement Squad Under Emergency Procedures.** MOTION (Stevens/Bychinski) VOTE: AYE: (28) Smoke, Meister, Hartje, Lehman, Dietz, Held, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (3) Kriegl, Johnson and Halfen. Motion carried unanimously.

**PROPERTY & INSURANCE:**

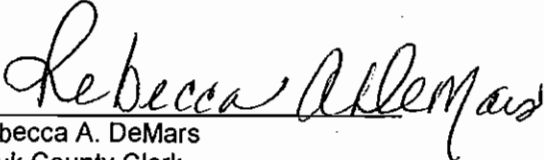
**Resolution 84-2012 Authorizing The Purchase Of Lands In The Town Of Dellona To Obtain Access To County Owned Property As Part Of The Highway 12 Corridor Growth Management Plan.** MOTION (Riek/Hartje). Supervisor Lehman recused himself from discussion and voting on this resolution. Discussion in support of, and in opposition to resolution raised questions needing clarification.

MOTION (Netzinger/Lombard) for the previous question (to end discussion). VOTE: AYE: (20) Hartje, Held, Bychinski, Fish, Tollaksen, Lane, Riek, Miller, Lombard, Ashford, Nobs, Polivka, Carlson, Peper, Alexander, Detter, Stehling, Netzinger, Fordham and Krueger. NAY: (7). Smoke, Meister, Dietz, Dawson, Von Asten, Stevens, Wenzel. ABSENT: (4) Kriegl, Lehman, Johnson and Halfen.

**Motion carried.**

MOTION (Held/Peper) to refer Resolution # 84-2012 back to committee for review and bring back to the board for consideration at a later date. VOTE: AYE: (20) Smoke, Meister, Hartje, Dietz, Held, Bychinski, Fish, Dawson, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Wenzel, Stehling, Fordham and Krueger. NAY: (7) Tollaksen, Lane, Riek, Miller, Von Asten, Detter and Netzinger. ABSENT: (4) Kriegl, Lehman, Johnson and Halfen. **Motion carried.**

MOTION (Tollaksen/Detter). Adjournment at 9:00 P.M.

  
Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: October 16, 2012

**State Of Wisconsin, County of Sauk:** I certify that the above is a true and correct copy of the September 18, 2012 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

*Original documents & CD recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286  
[www.co.sauk.wi.us](http://www.co.sauk.wi.us)*

s:/everyone/cty-bd\_min/2012/ctybdMINUTESSeptember 182012.doc.  
audio: CD on file in the County Clerk's Office AND <https://www.co.sauk.wi.us/countyboard>

RESOLUTION NO. 80 - 12  
Recognizing the Wisconsin Court System  
Juror Appreciation Program

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

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

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

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

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

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

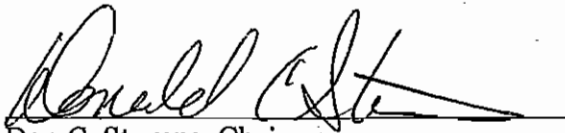
**BE IT FINALLY RESOLVED**, that the Sauk County Board of Supervisors honors the service and commitment of citizens who perform jury duty, who by participating in the judicial process aid those elected to serve the citizens of Sauk County by preserving the rule of law, the basis for a free society.

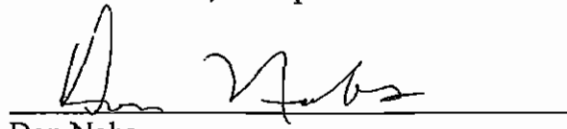
Resolution 80 - 12, Recognizing the Wisconsin  
Court System Juror Appreciation Program  
Page 2 of 2

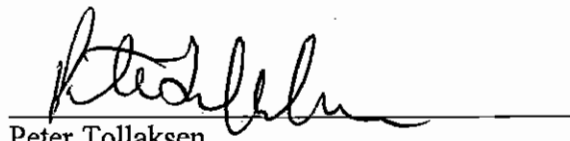
For consideration by the Sauk County Board of Supervisors on September 18, 2012.

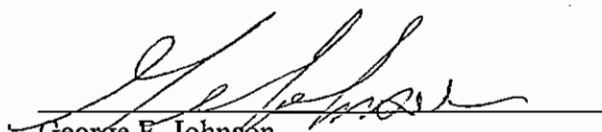
Respectfully submitted,

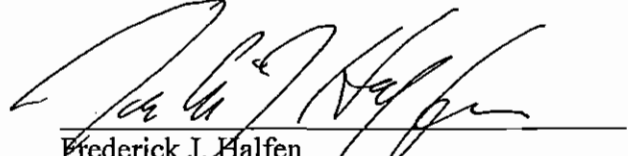
**LAW ENFORCEMENT & JUDICIARY COMMITTEE:**

  
Don C. Stevens, Chairperson

  
Don Nobs

  
Peter Tollaksen

  
George F. Johnson

  
Frederick J. Halfen

Fiscal note: No impact *YRB*

MIS note: No impact

ORDINANCE NO. 13-2012

**PETITION 10-2012. APPROVING THE REZONING OF LANDS IN THE TOWN OF IRONTON FROM AN EXCLUSIVE AGRICULTURAL TO A COMMERCIAL ZONING DISTRICT FILED UPON AMOS AND FANNIE CHRISTNER, APPLICANT AND PROPERTY OWNER, JOHN GINGERICH, AGENT.**

**WHEREAS**, a public hearing was held by the Conservation, Planning, and Zoning Committee upon petition 10-2012 as filed by Amos & Fannie Christner for a change in the zoning of certain lands from an Exclusive Agricultural to a Commercial Zoning District; and

**WHEREAS**, the purpose of the request, as stated by the applicant, is to allow for the expansion of retail sales of gardening items both produced on and off-premise and the addition of a woodworking shop; and

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

**WHEREAS**, the Conservation, Planning, and Zoning Committee reviewed and discussed the request as described in petition 10-2012; and

**WHEREAS**, your Committee, based upon the facts of the request and public testimony heard at the public hearing on August 28, 2012, recommended to the Sauk County Board of Supervisors that the petition be approved; and

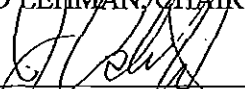
**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more specifically described in petition 10-2012, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

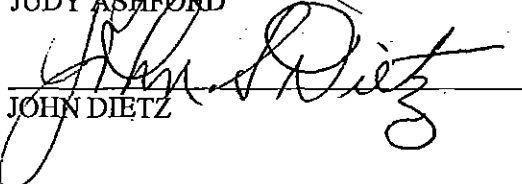
For consideration by the Sauk County Board of Supervisors on September 18, 2012.

Respectfully submitted,

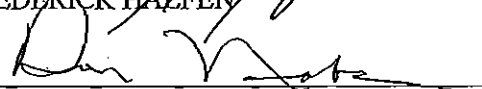
**CONSERVATION, PLANNING, AND ZONING COMMITTEE**

  
GERALD LEHMAN, CHAIR

  
JUDY ASHFORD

  
JOHN DIETZ

  
FREDERICK HALFEN

  
DON NOBS

  
DENNIS POLIVKA

Fiscal Note: No Impact *YPB*  
MIS Note: No Impact

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

## NOTICE

PLEASE TAKE NOTICE, that the Conservation, Planning, and Zoning Committee of the Sauk County Board of Supervisors will hold a public hearing on August 28, 2012, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 10-2012 Rezone. A petition to rezone certain lands in the Town of Ironton, County of Sauk, Wisconsin, from an Exclusive Agricultural to a Commercial and an Agricultural Zoning District. Lands are owned by Amos Christner.

Lands to be affected by the proposed rezone are located in Section 9, T12N, R3E, Town of Ironton, Sauk County, Wisconsin and further described in Petition 10-2012. Said area to be rezoned contains 4.82 acres more or less.

- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

- II. A. The proposed commercial rezone will allow for the expansion of an area for retail sales of gardening items both produced on and off-premise and the addition of a woodworking shop.

- B. Any person desiring more information may contact the Sauk County Conservation, Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285).

Date: August 1, 2012

SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE

BY: BRIAN SIMMERT  
Sauk County Department  
505 Broadway Street  
Sauk County West Square  
Baraboo, WI 53913

To be published August 16, 2012 a  
For office use only: Pet. No. 10-20  
If you have a disability and need  
that a 48 hour notice is given. Plea

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Sharon Verthein  
E4685 Pickel Road  
Reedsburg, WI 53954

252

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Sharon Verthein*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

B. M. VERTHEIN

C. Date of Delivery

8-2-12

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. ( ) Is Number

(Transfer from service label)

7009 1680 0002 4215 2359



**Staff Report**  
**Conservation, Planning, and Zoning**  
**Amos Christner, owner John Gingerich, agent Rezone Petition 10-2012**

*Hearing Date: August 28, 2012*

**Applicant:**

Amos Christner, owner  
John Gingerich, agent

**Staff:**

Brian Simmert, CPZ  
355-4834  
[bsimmert@co.sauk.wi.us](mailto:bsimmert@co.sauk.wi.us)

**Current Zone:**

Exclusive Agricultural

**Proposed Zone:**

Commercial

**Comprehensive Plans:**

Town of Ironton Comprehensive Plan

**Lot Size/Area to be Rezoned:**

4.82 acres, more or less

**Applicable Zoning Regulations:**

7.09 Commercial Zoning District

**Notification:**

(by U.S. mail, except newspaper)  
August 6, 2012: Newspaper  
August 1, 2012: CPZ Committee  
August 1, 2012: Town Clerk  
August 6, 2012: Neighboring  
Landowners

**Town Board Approval:**

Yes, August 13, 2012

**Exhibits:**

- A. Map of area to be rezoned
- B. Plat of Survey
- C. Town of Ironton Land Use Map
- D. Farmland Preservation Plan Map

**Request**

Amos Christner, property owner and John Gingerich, agent are requesting a rezone from an Exclusive Agricultural to a Commercial zoning district. The property is located adjacent to the Village of Ironton.

**Legal Description of Area**

Part of a parcel located in Section 9, T12N, R3E, Town of Ironton. The area is also defined as part of parcel 022-0209-00000 and contains 4.82 acres more or less.

**Background**

The subject property consists of an existing greenhouse/garden center business, buggy shop, and the agent's residence. The buggy shop and residence were previously rezoned to commercial under petition 16-99. The proposed rezone will allow for an addition to the building used for the buggy shop, the expanded area of which will be utilized as a wood working shop. The rezone will also allow for the sales of items not produced on the premises that are associated with the greenhouse/garden center operation and for the sales of items associated with the proposed woodworking operation.

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

Direction	Zoning	Land Use
Property	Exclusive Agricultural/Commercial	Greenhouse/garden center, residence, buggy shop
North	Village Zoning	Single family home
South	Exclusive Agricultural	Field/woods
East	Agricultural	Residences/woods
West	Exclusive Agricultural	Field/woods

**Analysis**

The proposed rezone appears to be consistent with the Town of Ironton Comprehensive Plan Land Use Map which recognizes an area within ¼ mile of the Village of Ironton for future higher density/intensity development (Exhibit C). The rezone also appears to be consistent with the Town of Ironton Farmland Preservation Plan Map which depicts an area adjacent to the Village as a transition area out of agricultural uses (Exhibit B).

**Standards for Rezoning per 7.05B(5)**

Standards for rezoning out of an Exclusive Agricultural Zoning District should be considered by the Committee as part of their decision and are as follows:

- (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable amount of time as determined by the Agency.
- (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide such facilities.
- (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- (d) Potential conflict with remaining agricultural lands and uses in the area.
- (e) Need for the proposed development in the location specified.
- (f) Availability of alternative locations.
- (g) Productivity of the agricultural lands that are involved or affected.
- (h) Whether the development as proposed is located to minimize the amount of agricultural land converted.

**Committee Action Options**

**Approve** Petition 10-2012, based on the facts of the request presented at the public hearing, consistency with the Town of Ironton Comprehensive Plan recognizing the future use of the property for higher density/intensity land uses, and standards for rezoning lands out of the Exclusive Agricultural zoning district being met.

**Disapprove** Petition 10-2012, based on the facts of the request presented at the public hearing, and the standards for rezoning lands out of an Exclusive Agricultural zoning district not being met.

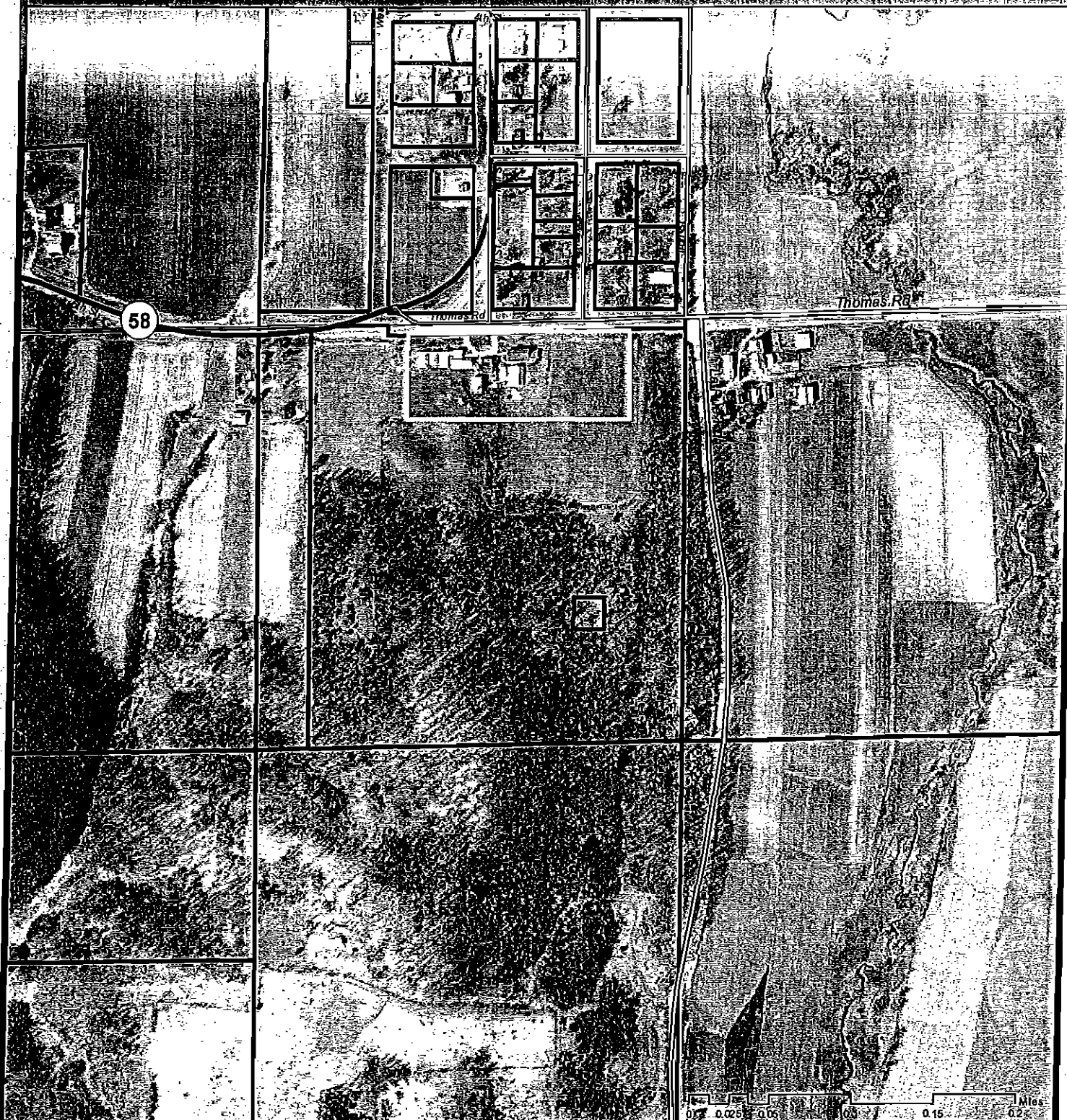
**Modify and Approve** Petition 10-2012. Not recommended.

**Staff Recommendation**

Staff recommends approval of Petition 10-2012.



# Amos & Fannie Christner, Rezone Petition 10-2012



## Legend

Road Centerline, Sauk Soils

Layer type

Soils

Water

Shaded relief

Topography

Water

Shaded relief

Topography

Water

Agriculture Soils

Forest

Shaded relief

Topography

Water

Shaded relief

Topography

Water

Shaded relief

Zoning

AG

R1

R2

R3

R4

R5

R6

R7

R8

55

Sauk County

# PLAT OF SURVEY

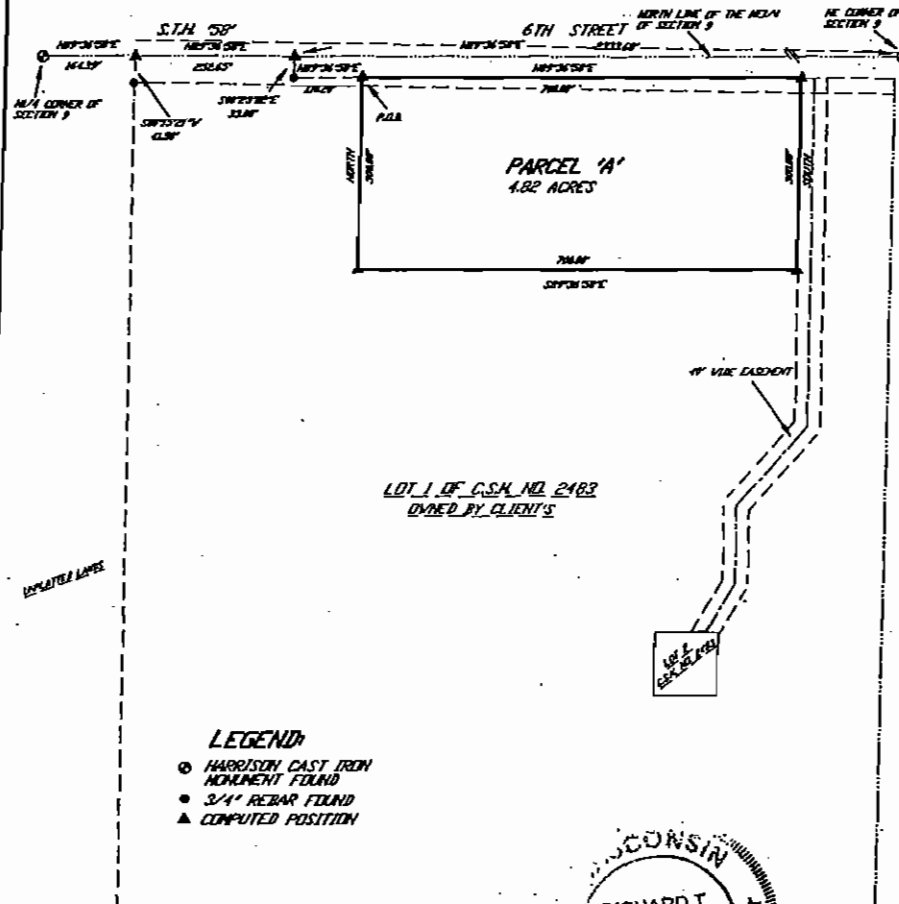
A SURVEY TO RE-ZONE PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2483, LOCATED IN THE NW1/4-NE1/4 OF SECTION 9, T22N, R3E, TOWN OF IRONTON, SALK COUNTY, WISCONSIN

DIVISION:  
ANDS & FANNIE CHRISTNER  
E3555 THOMAS ROAD  
LAVALLE, WI 53941

CLIENT:  
JOHN D. GINGERICH  
E3555 THOMAS ROAD  
LAVALLE, WI 53941



BEARINGS ARE REFERENCED TO THE NORTH  
NORTH LINE OF THE FRACTIONAL NE1/4  
OF SECTION 5, RECORDED ON CSM NO. 2483  
AS BEARING N89°36'08"E



## LEGEND

- HARRISON CAST IRON MONUMENT FOUND
- 3/4" REBAR FOUND
- ▲ COMPUTED POSITION

GRAPHIC 1" = 200' SCALE  
0' 100' 200' 400' 600'

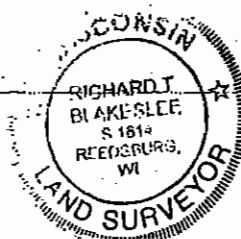
**BLAKESLEE LAND SURVEYING**  
1228 EAST MAIN STREET  
REEDSBURG, WI 53959  
(808) 524-0402  
JULY 12, 2012  
DRAWN BY J. MURPHY / CHECKED BY R. BLAKESLEE

## SURVEYOR'S CERTIFICATE

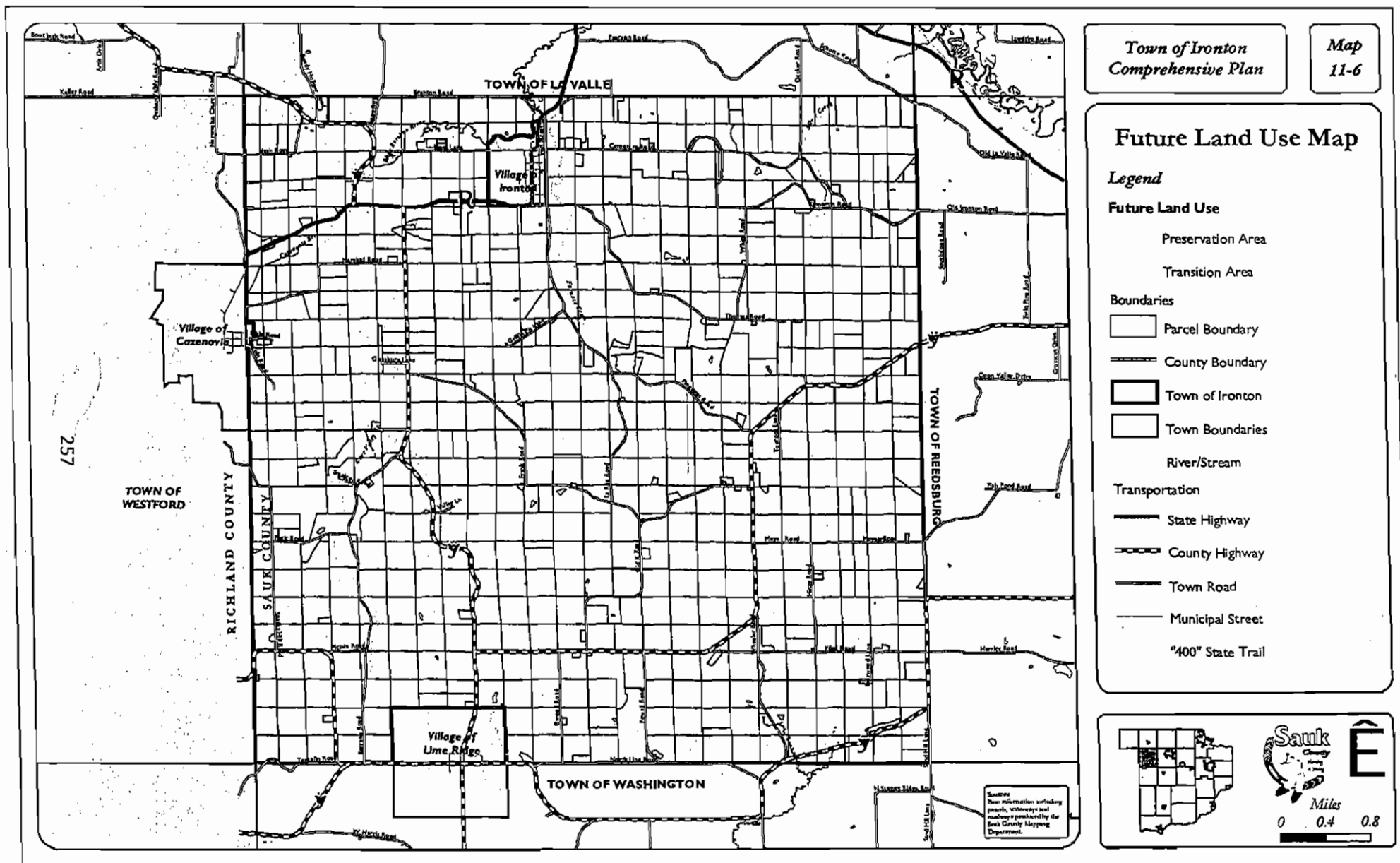
I, RICHARD T. BLAKESLEE, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED A PARCEL OF LAND LOCATED IN THE TOWN OF IRONTON AND THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

07-12-2012  
DATE

*Richard T. Blakeslee*  
RICHARD T. BLAKESLEE  
REGISTERED LAND SURVEYOR S-1814



Exc



Ex D

# Town of Ironton Ag Preservation Plan Map








## Ag Preservation Plan Map- 2005

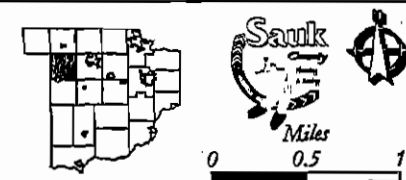
### Legend

#### Ag Preservation Plan

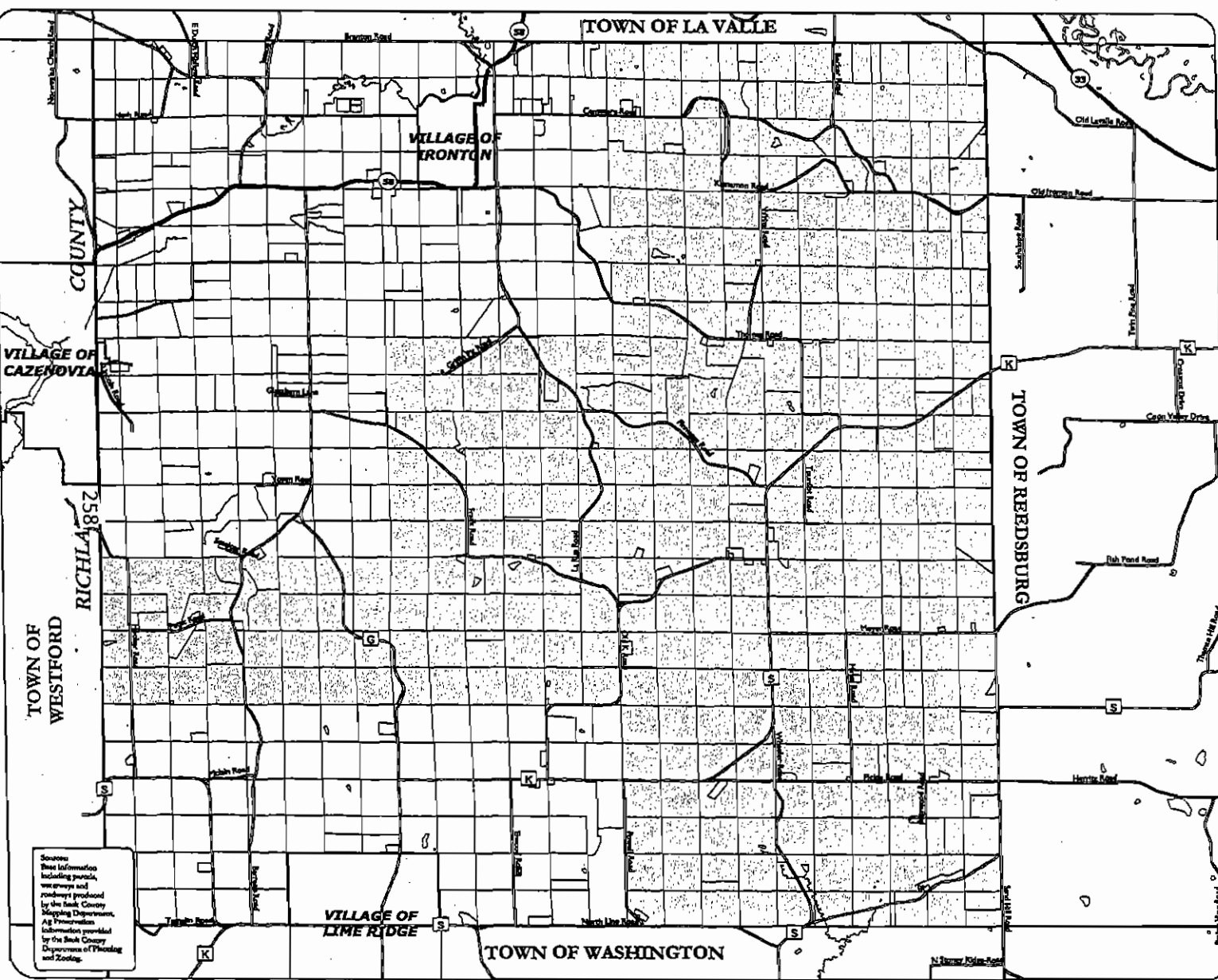
-  Development Area
-  Transition Area
-  Preservation Area

#### General

-  Interstate Highway
-  United States Highway
-  State Highway
-  County Highway
-  Town Road
-  Parcel Boundaries
-  Town Border



Source:  
Best information  
including parcels,  
streets and  
roadways produced  
by the Sanik County  
Mapping Department.  
Ag Preservation  
information provided  
by the Sanik County  
Department of Planning  
and Zoning.



## RESOLUTION NO 81-2012

### **REQUIRING THE U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, TO COMPLY WITH THE FREEDOM OF INFORMATION ACT AND RELEASE REQUESTED DOCUMENTS AND AUTHORIZING THE CORPORATION COUNSEL TO FILE SUIT IN U.S. DISTRICT COURT IF COMPLIANCE IS NOT FORTHCOMING**

**WHEREAS**, 5 U.S.C. § 552, the Freedom of Information Act (FOIA), provides that federal agencies must allow access to records, except for certain types of records protected from disclosure under the Act, and expresses the intent of Congress that the people of the United States should be able to have information related to the operations of their Government; and,

**WHEREAS**, the U.S. Department of the Interior Bureau of Indian Affairs is considering acquiring two groups of parcels of land in trust for the benefit of the Ho-Chunk Nation in Sauk County, one consisting of 213.59 acres and called the Casino Perimeter Parcel and one consisting of 395.64 acres and referred to as the Village West Parcel; and,

**WHEREAS**, Sauk County has passed resolutions in opposition to these requests for a variety of reasons including the fact that this action will, based on 2011 valuation, remove over \$54 million of valuation from the tax rolls and transfer \$769,491.10 of Sauk County, Town of Delton, Baraboo School District and Madison Area Technical College taxes to other taxpayers resulting in a subsidy to the Ho-Chunk Nation for the average Sauk County taxpayer and the fact that the Ho-Chunk Nation is seeking to create intensive commercial development resulting in millions of dollars of new development on land that will not be subject to taxation or land use regulation and compete unfairly with neighboring businesses that are subject to property taxes; and,

**WHEREAS**, in Rock County, the Ho-Chunk have proposed to build a casino and have made offers to the local community consisting of 2% of the net winnings in order to locate their casino there, but the Ho-Chunk have made no offers of any kind to the taxing jurisdictions in Sauk County; and,

**WHEREAS**, the Corporation Counsel traveled to the U.S. Bureau of Indian Affairs on June 20, 2011 to review the file pertaining to this action, and at that time, requested copies of the documents that he was permitted to inspect, but the BIA refused in contravention of FOIA, stating that Sauk County needed to make a written FOIA request, and that request was subsequently made; and,

**WHEREAS**, the BIA responded in part to the FOIA request of the County, but has refused to respond to a substantial portion of the records including documentation that shows the nature of the development proposed by the Ho-Chunk Nation on the Village West property even though these documents were produced for inspection; and,

**WHEREAS**, the BIA last corresponded with Sauk County on April 13, 2012 indicating that they were processing the County's request, but they have not corresponded since and have ignored the County's follow up letters dated June 4, 2012 and June 29, 2012 requesting the release of the requested documents, with BIA refusing to even reply to the letters; and,

**WHEREAS**, many of the requested records are clearly releasable since they were open for public inspection to the public and the County in June of 2011, and therefore there can be no lawful basis upon which to withhold these records leading to an inference that the BIA is deliberately attempting to hide the nature of the intensive Ho-Chunk development from the impacted area; and,

**WHEREAS**, Sauk County has previously filed an administrative appeal to the BIA's refusal to act on the County's request, but the Department of the Interior has claimed that they are backlogged on their administrative appeals, and have issued a letter indicating that the County may file suit if they are dissatisfied with waiting on a response to the administrative appeal; and,

**WHEREAS**, Sauk County requires these documents to ensure that Sauk County residents are informed regarding the proposed development and loss of tax base, to make informed decisions regarding the proposed future use of this land, and in order for Sauk County to take necessary action to protect its interest in the event of an adverse Federal decision regarding the acquisition of land into trust.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that Sauk County insists that the BIA comply with Federal law and immediately respond to Sauk County's request under the FOIA, and the Sauk County Corporation Counsel is authorized to file suit to solicit judicial intervention in order to obtain the requested records required to advance the interests of the public.

For consideration by the Sauk County Board of Supervisors on September 18, 2012.


Respectfully submitted,

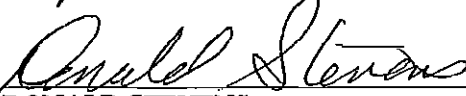
**EXECUTIVE & LEGISLATIVE COMMITTEE**

  
MARTY KRUEGER, Chairperson

  
WILLIAM WENZEL

  
JASON LANE

  
JOAN FORDHAM

  
DONALD STEVENS

**Fiscal Note:** Potential litigation will result in additional workload for the Corporation Counsel department and may result in additional costs for mileage, travel, duplication expenses, filing fees and other litigation related expenses. *YRB*

**MIS Note:** No impact.

RESOLUTION No. 82 - 12

RESOLUTION SUPPORTING LEGISLATION REQUIRING ONLINE-ONLY RETAILERS TO  
COLLECT AND REMIT WISCONSIN SALES TAX

WHEREAS, under current law many online-only retailers are refusing to collect and remit sales taxes in states where they do not have a physical presence; and,

WHEREAS, this creates an unfair price advantage for online-only retailers over traditional brick-and-mortar Wisconsin businesses that provide Wisconsin-based jobs; and,

WHEREAS, as the amount of unpaid tax by some people grows, more revenue needs to be collected from everyone else to compensate; and,

WHEREAS, uncollected Wisconsin state and local sales tax revenue is estimated between \$100 and \$200 million annually; and,

WHEREAS, sales tax revenues are an important component of state and local government budgets; and,

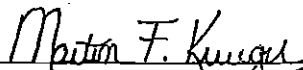


WHEREAS, this resolution supports all Wisconsin residents, businesses and units of government.

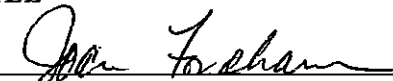

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors does hereby support legislation requiring online retailers with subsidiaries or affiliates located in Wisconsin to collect and remit Wisconsin state and local sales tax.

For consideration by the Sauk County Board of Supervisors on September 18, 2012.

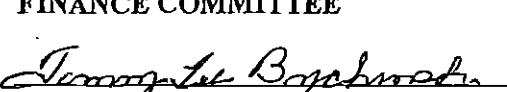


Respectfully submitted: .

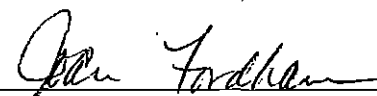

EXECUTIVE AND LEGISLATIVE COMMITTEE

  
MARTIN F. KRUEGER  
  
DONALD STEVENS  
  
JASON LANE

  
JOAN FORDHAM  
  
WILLIAM F. WENZEL

FINANCE COMMITTEE

  
TOMMY LEE BYCHINSKI  
  
ANDREA LOMBARD  
  
JASON LANE

  
JOAN FORDHAM  
  
WILLIAM F. WENZEL

Fiscal Note: It is anticipated that there would be an undetermined fiscal impact of increased sales tax revenue for Sauk County were a change in legislation made.

MIS Note: No impact.

KAS 261

RESOLUTION NO. 83 -12  
AUTHORIZATION TO PURCHASE 2013 FORD EXPLORER REPLACEMENT  
SQUAD UNDER EMERGENCY PROCEDURES

WHEREAS, a 2013 Ford Interceptor police package marked squad car belonging to Sauk County was destroyed in a traffic crash on July 1, 2012; and

WHEREAS, the squad car has been declared a total loss by Local Government Property Insurance Fund adjusters; and

WHEREAS, a vehicle is needed to replace the destroyed car; and

WHEREAS, a replacement 2013 Ford Explorer can be purchased from Kayser Ford in Madison, Wisconsin, at a price of \$26,383; and

WHEREAS, Sauk County Financial Policy 4-94 allows the Department Head to authorize the expenditure of funds under emergency procedures; and

WHEREAS, Sauk County will be partially reimbursed by the offending vehicle's insurance fund for the actual cash value of the squad car in the amount of \$21,628.60, with an additional \$3,000 from the self insurance fund for the deductible; and

WHEREAS, the Sauk County Law Enforcement and Judiciary Committee has authorized the purchase of the replacement 2013 Ford Explorer police package squad for a cost of \$26,383 with costs being partially offset by insurance payments; and

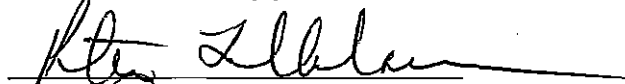
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that the Sauk County Sheriff be and hereby authorized to purchase a 2013 Ford Explorer from Kayser Ford in Madison, Wisconsin, for a cost of \$26,383;

For consideration by the Sauk County Board of Supervisors this 18<sup>th</sup> day of September, 2012

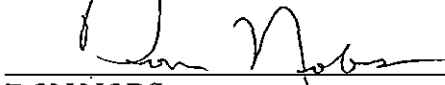
Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE

  
DONALD C. STEVENS, CHAIR

  
PETER TOLLAISEN

  
GEORGE JOHNSON

  
DON NOBS

  
FREDERICK HALFEN

Fiscal Note: Replacement costs in the amount of \$21,628.60 was paid by offending vehicle's insurance and \$3,000 will be transferred from the County's self-insurance fund to cover the deductible. The balance of \$1,754.40 to be paid by the Vehicle Replacement due to the cost of the 2012 replacement vehicles purchased in 2012 coming in below budget projection. *PPB*

MIS Note: The Mobile Data unit and all related software for this vehicle have been removed from the unit being replaced. The only additional cost for the mobile data computer is the labor required for installation and testing. Installation and testing will be provided by Building Services in conjunction with MIS.



*Referred back to  
Committee for review*

RESOLUTION NO. 84 - 2012

**AUTHORIZING THE PURCHASE OF LANDS IN THE TOWN OF DELLONA  
TO OBTAIN ACCESS TO COUNTY OWNED PROPERTY AS PART  
OF THE HIGHWAY 12 CORRIDOR GROWTH MANAGEMENT PLAN**

**WHEREAS**, Sauk County owns 80 acres of land in the Town of Dellona that was given to the County in 1979 by former Sauk County Highway Commissioner, Harvey D. Weidman, to serve as a memorial to his son, Mark Weidman; and,

**WHEREAS**, that 80 acre parcel was given to the County on the condition that the land be "... kept in its present state, with no buildings erected, no roads constructed, and no timber taken off of it," and the joint committee report of the two County committees reporting at that time indicated that the property would be "highly desirable" for educational opportunities for groups such as "4-H, Boy Scouts, Girl Scouts, and citizens who wish to view and study natural area;" and,

**WHEREAS**, the vision of the County and Mr. Weidman have not come to fruition due to the inability of the County to obtain access to this landlocked parcel; and,

**WHEREAS**, the County has been approached by the adjacent landowners who have offered to sell 50.5 adjoining acres to the County that would provide access to the 80 acres of gifted land as well as providing additional acreage to the County for recreation and conservation purposes; and,

**WHEREAS**, by Resolution No. 124-2011, the Honorable Sauk County Board of Supervisors approved the Memorandum of Agreement implementing the Sauk County Fund component of the Highway 12 Growth Management Plan that provides of the State of Wisconsin provide funds in the amount of \$250,000, with one of the express and stated purposes to acquire access to the 80 acre Weidman gift parcel as follows:

Secure an easement that will provide access, to the now land-locked county owned property (approximately 80 acres) in the Town of Dellona. Securing access to this property will allow Sauk County to further research, recreational and conservation options for the 80 acre property in the unique geological area known locally as "the badlands." and,

**WHEREAS**, under the Highway 12 agreement, Sauk County will be responsible for 44.4% of the purchase price, said money having been previously appropriated and therefore having no current levy impact, 55.6 % from State of Wisconsin funds; and,

**WHEREAS**, the action of acquiring this property helps fulfill Sauk County commitments as part of the Highway 12 agreement as well as facilitating the intent of the County Board in accepting this gift and the intent of the benefactor, Harvey Weidman, as a memorial to his son, Mark Weidman; and,

**WHEREAS**, your undersigned Committee has been advised by staff that the price to be paid for this property, \$126,250.00, is fair and reasonable based upon a review by the Sauk County Treasurer's Office considering current sales of nearby properties; and,

RESOLUTION NO. 84-2012  
Page 2

WHEREAS, your undersigned Committee has had this matter under consideration, and does recommend to the County Board that this purchase be approved for the purpose of fulfilling the Highway 12 Corridor Growth Management Plan and the intent of the County Board and Mr. Harvey Weidman with regard to this land.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the acquisition of the property described on the attached addendum is hereby authorized, utilizing funds designated in the Sauk County Fund for the purpose of implementing the Highway 12 Growth Management Plan, and the Corporation Counsel shall proceed to acquire this property on behalf of the County, and the County Board Chairman and the County Clerk are authorized to sign any documents necessary to effectuate this transaction.

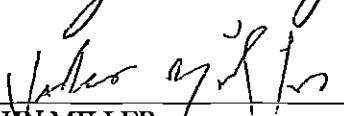
For consideration by the Sauk County Board of Supervisors on September 18, 2012.

Respectfully submitted,

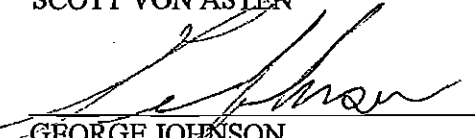
PROPERTY AND INSURANCE COMMITTEE

  
DAVE RIEK, Chairperson

  
VIRGIL HARTJE

  
JOHN MILLER

  
SCOTT VON ASTEN

  
GEORGE JOHNSON

**FISCAL NOTE:** The purchase price of this property is \$126,250 of which the County's share of the cost is 44.4% or \$56,055 while the State's share is 55.6%, or \$70,195. Funds for the County's share are already appropriated and available for this purpose. *KAS*

**MIS NOTE:** No MIS impact.

s:\ccounsel\62\62\_80acres12res.doc

## Weidman Woods

*Description of the situation:* An adjacent landowner has come forward and has made it known that they would be willing to sell to the County a parcel of land and an easement that would allow access to the property from Town Hall Road. The additional land offered for sale is immediately west of the County property. The county owned property is outlined in yellow, the proposed sale property and corresponding easement are pink and green respectively (see attached map – Exhibit A ).

With the additional land, the original intent for the property could be honored and still allow the construction of necessary facilities to allow the public to utilize the property. It is anticipated that the property would be available for passive recreational purposes.

*Background:* Eighty acres of land was donated to Sauk County in 1976 by Harvey Weidman as a memorial to his son, Mark W. Weidman. Conditions of the donation were that it would be kept in its present state, with no buildings erected, no roads constructed, and no timber taken off of it.

The property is landlocked and presently unused. Previous attempts to gain access to the property were unsuccessful. Acquisition of the property in question would allow for access and development of the site for recreational uses.

*Past policy practices:* The County has had a long term goal of obtaining access to the 80 acre parcel in Dellona. Acquisition of an easement is consistent with the County Outdoor Recreation Plan, and the County Comprehensive Plan.

On Thursday, August 9, 2012 the Highway and Parks Committee “recommended that the Property and Insurance Committee take action, in accordance with Resolution 3-12, to gain access to 80 acres of County owned property in the Town of Dellona.” Acquisition allows for the highest and best use of a county owned asset. The property is unsuitable for agricultural uses.

Resolution 3-2012 provides direction that the easement acquisition is desirable for Weidman Woods, and identifies State and County resources already budgeted for easement acquisition. The County cost would be 44.4% of the total cost. Funds necessary for acquisition are included in the 2012 budget.

*Significance of the situation:* If this proposed purchase is not made, there may not be another opportunity for the County to gain access, and to utilize property that it already owns.

The seller has stated a price of \$2,500 per acre for 50.5 acres. Easement to Town Hall Road is included with the parcel. Total purchase price: \$126,250.

A search of comparable properties that have recently sold in the area shows two sales (detailed below). The locations of the properties are identified on Exhibit B.

	Property 1	Property 2	Subject
Description	40 acres, plus home	40 acres plus easement to CTH H	50.5 acres plus easement (Exhibit C)
Assessment	5 acres residential 5 acres undeveloped 31 acres Productive Forest  \$144,600; \$3,615 / acre	40 acres Productive Forest –  \$131,000; \$3,275 / acre	50.5 acres Productive Forest  \$160,200; \$3,055/acre
Date recorded	02/29/2012	09/19/2011	
Tax parcel information	006 0439-00000	006 0319-00000	006 0072-00000
Sale price	\$320,000; improvement value of \$199,600, land \$120,400	\$132,000	\$126,250
Per acre sale price	\$3,010	\$3,300	\$2,500



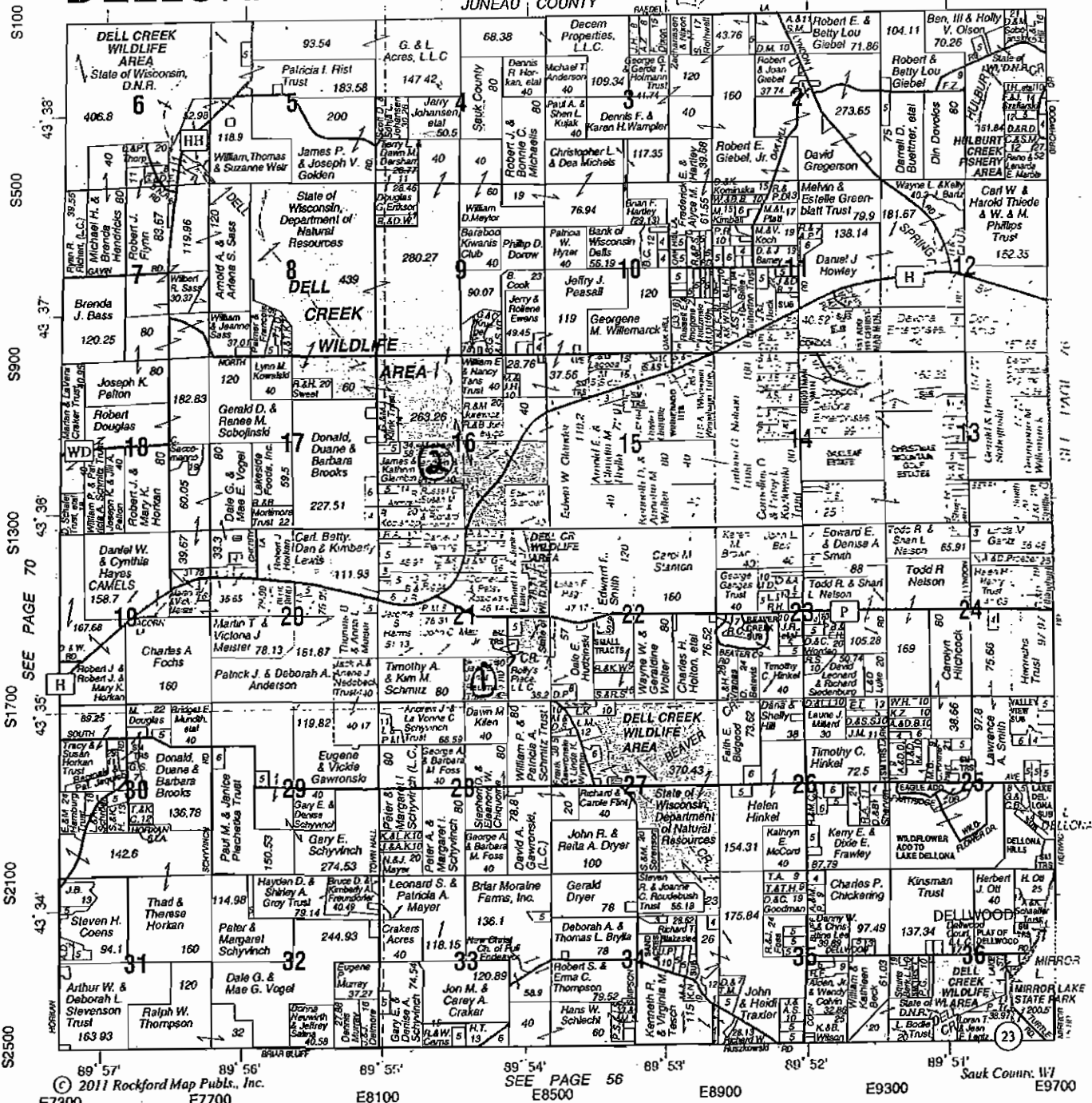
EVIDENCE A

DELLONA

Subject

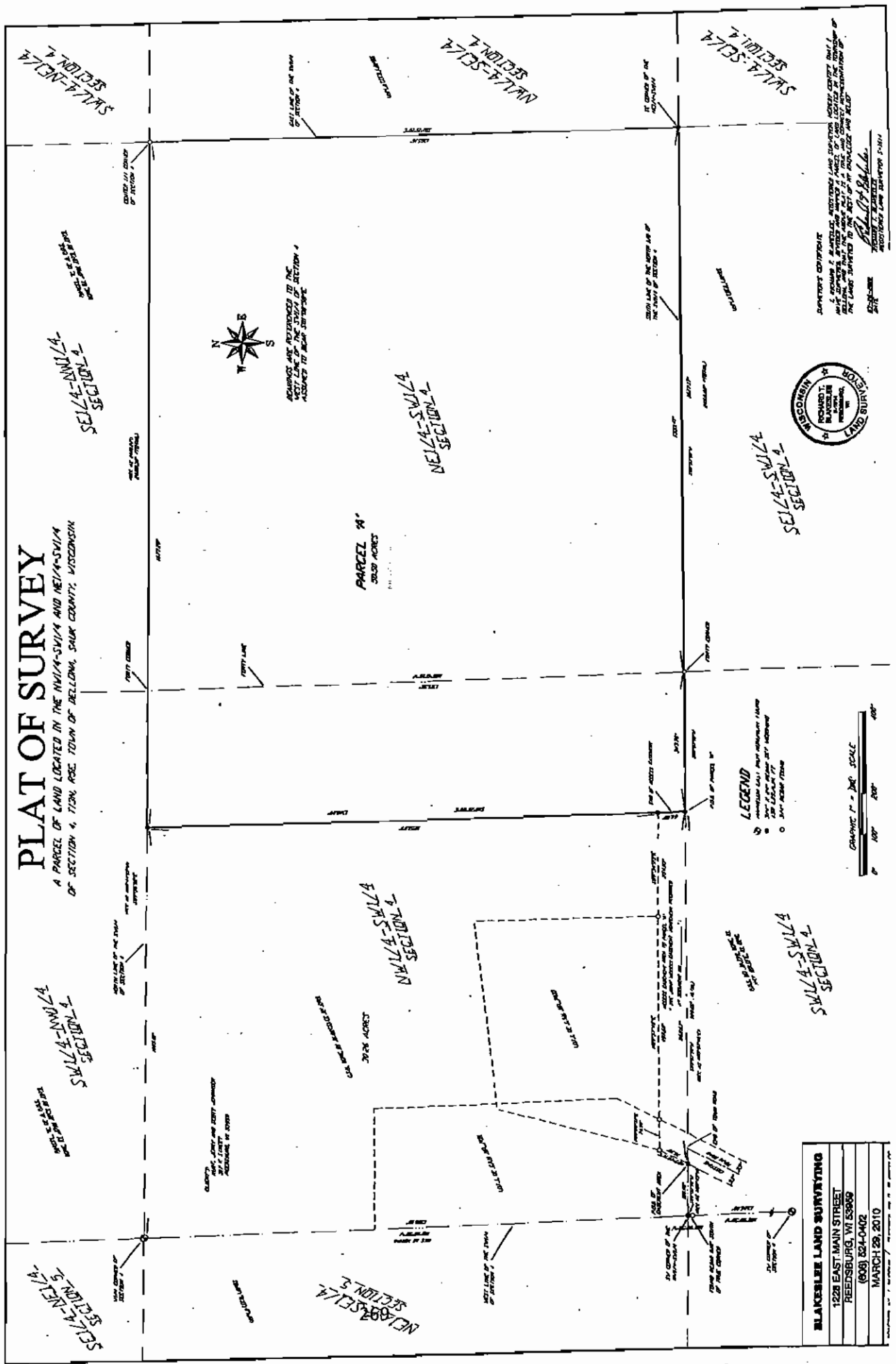
JUNEAU COUNTY

T.13N.-R.5E.



Handwritten:  $\frac{1}{2}$  and  $\frac{1}{2}$

POS 14491



<b>BLAKESLEE LAND SURVEYING</b>
1228 EAST MAIN STREET
REEDSBURG, WI 53609
(608) 824-0402
MARCH 29, 2010

425'

0068

P-2559

A

756.54'

2232.53'

1314.15'

1250.68'

0069

P-2559

B

0066

1080.62'

2681.27'

1005.81'

1677.29'

For 2011

CSM 5924

LOT 1

0073

~~0073~~

0072

Sauk  
County

0078

~~0074~~  
C-1091

~~0073~~  
C-5035

PDS 14491

For 2011

202.74' 14.53' 44.68' 465.76' 497.60' 452.08' 939.65' 1333.33'

1677.17'

1305.16'

936.69'

0075

C-4639

270

0076

Sec 4-13-5

L ROAD

Enlighten D.





## MINUTES

Sauk County Board of Supervisors – Regular Meeting

Tuesday, October 16, 2012

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

**6:00 P.M. a Public Hearing on the proposed Issuance of Fond du Lac County, Wisconsin, Midwestern Disaster Area Fixed Rate Revenue Bonds;** pursuant to 68.1103 of the Wisconsin Statutes for the purpose of soliciting comments from the public.

1. Convene Public Hearing on the proposed Issuance of Fond du Lac County, Wisconsin, Midwestern Disaster Area Fixed Rate Revenue Bonds: County Board Chair, Marty Krueger.
2. Presentation of Midwestern Disaster Area Bonds: Whyte Hirschboeck Dudek, S.C., Attorney, Thomas E. Klancnik.
3. Public Comment on the proposed Issuance of Fond du Lac County, Wisconsin, Disaster Area Fixed Rate Revenue Bonds.
  - o Bill Weitzel, Re: Midwestern Disaster Area Bonds.
  - o Dave Bangert, Representing Wisconsin Connect Wireless; Re: Wireless internet.
4. Close Public Comment on the proposed Issuance of Fond du Lac County, Wisconsin, Midwestern Disaster Area Fixed Rate Revenue Bonds: 6:15 P.M. with no further public comment requests, Marty Krueger, County Board Chair closed the public comment.
5. Adjourn Public Hearing: 6:15 P.M., Mary Krueger, County Board Chair adjourned the Public Hearing.

The October 2012 Regular Meeting of the Sauk County Board of Supervisors was called to order immediately following the Public Hearing.

### **Sauk County Board of Supervisors – Regular Meeting**

**Call to order: 6:15 P. M.**

**Certify compliance with Open Meeting Law.**

**Roll call. PRESENT:** (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger.

**ABSENT:** (0).

**Invocation and pledge of allegiance.**

**MOTION (Carlson/Bychinski) to adopt amended agenda. Motion carried unanimously.**

**MOTION (Smoke/Polivka) to approve minutes of previous session of September 18, 2012. Motion carried unanimously.**

**Scheduled appearances: None**

#### **Public Comment:**

- o Michael Goetz, Representing Local 384; Re: Resolution 94-2012; 2013 Health Insurance & Resolution 95-2012; 2013 Non-Represented Employees wage increase.
- o William Weitzel; Re: Bad Lands (Town of Dellona).
- o Paul Bremer, Representing Town of Dellona; Re: Land purchase in Dellona.

- Andrew Davis, Representing Bug Tussel Wireless; Re: Internet needs.
- Ken Phelps, Representing Bug Tussel Wireless; Re: Internet needs in Sauk County.
- Paul Quigley, Representing Computers For You/Bug Tussell; Re: Internet Towers to service Sauk area.
- Dave Bangert, Representing Wisconsin Connect Wireless; Re: His wireless service area.

**Communication:**

- Letter from Sauk County Housing Authority.
- Letter from CTIA – The Wireless Association.

**Bills & referrals:** None.

**Claims:** None.

**Appointments:**

**Land Information Council:**

Public Safety or Emergency Communications Representative employed within the County:  
Reappointment of Tim Stieve – 2 Year Term Expiring September 16, 2014.

**Natural Beauty Council:**

Appointment of Linda Borleske, Citizen Member – 2 Year Term Expiring April 14, 2014.

MOTION (Ashford/Netzinger) to approve all appointments. VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0). ABSENT: (0). **Motion carried unanimously.**

**Unfinished Business:**

**CONSERVATION, PLANNING & ZONING, HIGHWAY & PARKS AND PROPERTY & INSURANCE:**  
**Resolution 84-2012 Authorizing The Purchase Of Lands In The Town Of Dellona To Obtain Access To County Owned Property As Part Of The Highway 12 Corridor Growth Management Plan.** MOTION (Meister/Ashford).

Supervisor Lehman recused himself due to conflict of interest.

Brentt Michalek – Conservation, Planning & Zoning Director & Steve Koenig – Parks Director presented a power point report on the background and possible uses of 80-Acre Parcel in Town of Dellona. Todd Liebman, Corporation Counsel, assisted in providing the legal history of this property. *(handout on file)*

Discussion in support of and opposition to approving resolution.

MOTION (Fish/Bychinski) for the previous question (to end discussion). VOTE: AYE: (27) Meister, Hartje, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (3) Smoke, Kriegl and Dietz. EXCUSED: (1) Lehman. ABSENT: (0) **Motion carried.**

VOTE ON ORIGINAL MOTION (Meister/Ashford). VOTE: AYE: (18) Smoke, Kriegl, Meister, Hartje, Dietz, Johnson, Bychinski, Fish, Tollaksen, Lane, Miller, Von Asten, Ashford, Peper, Alexander, Stehling, Fordham and Krueger. NAY: (12) Held, Riek, Dawson, Lombard, Nobs, Stevens, Polivka, Carlson, Halfen, Detter, Wenzel, Netzinger. EXCUSED: (1) Lehman. ABSENT: (0). **Motion carried.**

**Reports: Informational, no action required:**

- Rebecca A. DeMars, 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): None

- Brentt Michalek – Conservation, Planning & Zoning Director & Steve Koenig – Parks Director: Background and Possible Uses of 80-Acre Parcel in Town of Dellona (Chair requests that report be concurrent with consideration of Resolution 84-2012 under unfinished business.)
- Marty Krueger, Chair, Economic Development Committee; Steve Schneider, Hilbert Communications; and Mike Scalise, Underwriter, Robert W. Baird Company; Re: Proposal of Hilbert Communications to utilize county authority and guarantee to issue Midwest Disaster Area Recovery Bonds. (Chair requests that report be concurrent with consideration of Resolution 87-2012.)
- Supervisor Fordham, Vice-Chair, Executive & Legislative Committee
- Marty Krueger, County Board Chair
  - 2012 WCA Annual Conference: Annual Business Meeting; Meeting with Adams & Marquette County officials with Hilbert Communications representatives
  - October 24, 2012 InterGovernmental Meeting
  - October 15, 2012 ICC Meeting & WCA "CAP" Team
- Kathryn Schauf, Administrative Coordinator

Break at 8:25- 8:30 P.M.

#### **Consent Agenda.**

##### **AGING & DISABILITY RESOURCE CENTER:**

**Resolution 85-2012 Proclamation Of November 2012 As Family Caregiver Month In Sauk County:**

##### **HUMAN SERVICES BOARD:**

**Resolution 86-2012 Commending Sharon A. Crahen For 29 Years of Service To The People Of Sauk County:**

MOTION (Peper/Carlson) to approve all consent agenda resolutions. VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (0). **Motion carried unanimously.**

#### **Resolutions & Ordinances.**

##### **COMMUNICATIONS INFRASTRUCTURE, ECONOMIC DEVELOPMENT AND FINANCE:**

**Resolution 87-2012 Approving Midwestern Disaster Area Revenue Bond Financing For Hilbert Communications, LLC And Providing For Intergovernmental Agreement: MOTION (Detter/Polivka).**

MOTION (Polivka/Halfen) to amend fiscal note on resolution adding language\* to read as follows: To provide approval of a Resolution of Sauk County to participate with other counties pursuant to an Intergovernmental Agreement pursuant to which one or more of the participating counties will serve the conduit bond issuer for Midwestern Disaster Area Revenue Bond Financing for Hilbert Communications, LLC to finance a project for acquisition, construction and installation of certain telecommunications infrastructure \*including towers, for purpose of providing wireless internet, \*broadband and telephone communication services to businesses, governmental units and residents of rural communities where such service is currently unavailable or prohibitively expensive. \*The County will also be entitled to use such towers and infrastructure for its emergency or highway communications equipment. VOTE ON AMENDMENT: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (0). **Motion carried unanimously.**

Steve Schneider, Hilbert Communications; and Mike Scalise, Underwriter, Robert W. Baird Company presented a power point and responded to questions. *(handout on file)*

Discussion in support of and opposition to resolution.

MOTION (Hartje/Tollaksen) for the previous question (to end discussion). VOTE: AYE: (28) Meister, Hartje, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (3) Smoke, Kriegl and Lehman. ABSENT: (0). Motion carried.

VOTE ON ORIGINAL MOTION WITH AMENDMENT (Detter/Polivka). VOTE: AYE: (25) Smoke, Kriegl, Meister, Hartje, Dietz, Held, Johnson, Tollaksen, Lane, Riek, Miller, Von Asten, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Stehling, Netzing, Fordham and Krueger. NAY: (6) Lehman, Bychinski, Fish, Dawson, Lombard and Wenzel. ABSENT: (0). Motion carried.

**Resolution 88-2012 Approving Midwestern Disaster Area Revenue Bond Financing For Hilbert Communications, LLC And Providing For Limited County Guaranty: MOTION (Detter/Polivka).**

MOTION (Polivka/Detter) to amend fiscal note on resolution adding language \* to read as follows: To provide initial approval of a limited guaranty by Sauk County for Midwestern Disaster Area Revenue Bond Financing for Hilbert Communications, LLC to finance a project for acquisition, construction and installation of certain telecommunications infrastructure \*including towers, for purpose of providing wireless internet, \*broadband and telephone communication services to businesses, governmental units and residents of rural communities where such service is currently unavailable or prohibitively expensive. \*The County will also be entitled to use such towers and infrastructure for its emergency or highway communications equipment. Sauk County guaranty shall not exceed \$ 2,969,100, equal to the amount of improvements for said infrastructure made within Sauk County. If Hilbert Communications defaults on its obligations, Sauk County will be responsible to make payment up to the amount indicated. Sauk County will have recourse to take ownership of the security within the County in order to satisfy the debt as well as having recourse against Hilbert for payment.

VOTE to amend fiscal note on resolution: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (0). Motion carried unanimously.

Discussion in support of and opposition to resolution. Todd Liebman, Corporation Counsel provided clarification regarding Resolutions 87-2012 and 88-2012.

VOTE ON ORIGINAL MOTION WITH AMENDMENT: (Detter/Polivka). AYE: (25) Smoke, Kriegl, Meister, Hartje, Dietz, Held, Johnson, Tollaksen, Lane, Riek, Miller, Von Asten, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Stehling, Netzing, Fordham and Krueger. NAY: (6) Lehman, Bychinski, Fish, Dawson, Lombard and Wenzel. ABSENT: (0). Motion carried.

#### **CONSERVATION, PLANNING & ZONING:**

**Resolution 89-2012 Authorizing The Replacement Of A Field Tilling System At The Sauk County Farm: MOTION (Lehman/Halfen).** VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (1) Johnson. ABSENT: (0). Motion carried.

#### **HIGHWAY & PARKS:**

**Resolution 90-2012 Approving Setting \$30,000.00 Limit On Highway Department Equipment Purchases: MOTION (Hartje/Stevens).** VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2) Dawson and Halfen. ABSENT: (0). Motion carried.

#### **HUMAN SERVICES BOARD, PERSONNEL AND FINANCE:**

**Resolution 91- 2012 Authorizing the Department of Human Services To Create One Full-time (1.0 FTE) Assessment/Early Intervention Therapist Position: MOTION (Alexander/Lane).** Dan Brattset,

Human Services Deputy Director responded to questions regarding case load increases and the need for the position. VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (1) Detter. ABSENT: (0). Motion carried.

**Resolution 92- 2012 Authorizing the Department of Human Services To Create One Full-time (1.0 FTE) Economic Support Resource Specialist Position:** MOTION (Alexander/Fordham). VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (0). Motion carried unanimously. (Handout on file for both Resolutions 91 & 92-2012.

#### **LAW ENFORCEMENT AND JUDICIARY COMMITTEE:**

**Resolution 93- 2012 Approving A Request To Apply For Aid To Law Enforcement With Wisconsin Ho-Chunk Lands Within Sauk County:** MOTION (Stevens/Halfen). VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (0). Motion carried unanimously.

#### **PERSONNEL:**

**Resolution 94- 2012 Establishing The 2013 Health Insurance Program For Sauk County:** MOTION (Meister/Netzing). Michelle Posewitz, Personnel Director responded to questions regarding comparable coverage and risk share claims experience. VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (0). Motion carried unanimously.

#### **PERSONNEL AND FINANCE:**

**Resolution 95- 2012 To Authorize The 2013 Non-Represented Employees' Salaries Effective January 1, 2013:** MOTION (Tollaksen/Fordham). Discussion in support of and opposition to resolution. Supervisors Lombard and Netzing withdrew their support to this resolution as both originally supported at committee level. VOTE: AYE: (9) Bychinski, Fish, Tollaksen, Lane, Ashford, Peper, Alexander, Wenzel and Fordham. NAY: (22) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Riek, Dawson, Miller, Von Asten, Lombard, Nobs, Stevens, Polivka, Carlson, Halfen, Detter, Stehling, Netzing and Krueger. ABSENT: (0). Motion failed.

#### **Presentation of Proposed 2013 Annual Sauk County Budget,**

(Posted on the Sauk County website: [www.co.sauk.wi.us](http://www.co.sauk.wi.us)), Kathy Schauf, Administrative Coordinator.

#### **Budget Amendment Process:**

Supervisors may submit proposed amendments to the 2013 Proposed Budget, (see memo in the 2013 Proposed Budget Book) – the Proposed Supervisor Amendment form is located in the 2013 Proposed Budget book, and is posted on the Sauk County website in Microsoft Word and pdf formats:

<http://www.co.sauk.wi.us/accountingpage/2013-budget-process>

**Proposed Supervisor Amendment forms are due to the Accounting Office by Friday, October 26, 2012.**

**Marty Krueger, County Board Chair, entertained a motion to certify the Proposed 2013 Sauk County Budget for publication; and to set the time and date for the Public Hearing on the Proposed Budget.**

This begins the budget review process for the County as a whole.

MOTION (Bychinski/Wenzel), to approve the Proposed 2013 Sauk County Budget for publication incorporating changes related to failure of Resolution 95-2012 and to set the time and date for the public hearing on the Proposed Budget, for Tuesday, November 13, 2012, at 6:00 p.m., West Square Building, 505 Broadway, Rm. #326, Baraboo, Wisconsin, 53913. VOTE: AYE: (30) Smoke, Meister, Hartje,

Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (1) Kriegl. ABSENT: (0). **Motion carried.**

MOTION (Tollaksen/Lane). Adjournment at 12:23 A.M., to adjourn until 6:00 p.m., Tuesday, November 13, 2012 (The Annual meeting date is set by State Statutes on the Tuesday after the second Monday of November in each year for the purpose of transacting business and the adoption of the Budget). **Motion carried unanimously.**

---

Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: November 20, 2012

***State Of Wisconsin, County of Sauk:*** I certify that the above is a true and correct copy of the October 16, 2012 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

*Original documents & CD recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286  
[www.co.sauk.wi.us](http://www.co.sauk.wi.us)*

s:/everyone/cty-bd\_min/2012/ctybdMINUTESOctober162012.doc.

audio: CD on file in the County Clerk's Office AND <https://www.co.sauk.wi.us/countyboard>



1211 EIGHTH ST. P. O. BOX 147  
BARABOO, WI 53913 (608) 356-3986

RECEIVED

OCT 03 2012

SAUK COUNTY BOARD CHAIR  
BARABOO, WISCONSIN

October 1, 2012

Mr. Marty Krueger, Chairman  
Sauk County Board of Supervisors  
West Square Building  
505 Broadway  
Baraboo, WI 53913

Dear Mr. Krueger,

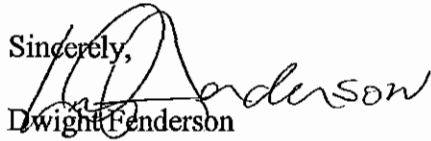
I am writing on behalf of the Sauk County Housing Authority to address the concerns Kathryn Goerke voiced in the public comments section of the September 19 meeting of the Sauk County Board of Supervisors. Ms. Goerke is a relative of Judith Goerke, a senior citizen and resident of "High Pointe Commons" apartments in Baraboo. High Pointe has been the subject of many complaints regarding its HVAC system, dating back to its original construction in 2005. While the system has not performed to the expectations of the Authority and the residents, despite numerous service calls and many thousands of dollars spent (over \$7,000.00 in 2011 alone), no apartment has ever fallen below 65 degrees F. in the two winters I have been with the Authority, to the best of my knowledge. It is not true to say there has no heat at all in a Wisconsin winter, a statement belied by natural gas billings of \$11,607.00 for 2011, and \$4,100.00 to date in 2012 for this property.

Exactly why the system has not performed as expected has been a matter of debate among the heating contractors who have serviced it, with many individual "fixes" made as problems arose. In an effort to get a more coordinated approach, I met with HVAC engineers from Southwest Design, of Platteville, WI., and Encore Construction of Madison WI., who were involved in the design and construction of High Point, as well as Pointon Heating of Baraboo, in order to determine what the underlying problem is. In a follow-up letter from Southwest Design, as well as subsequent conversations, it appears that the system is adequate to provide sufficient heat to all apartments during a Wisconsin heating season, but that air is leaking into it, causing blockages that restrict the hot water passing through the radiators. This mostly affects the end units furthest from the boilers.

I understand that most of the work enumerated in Southwest Design's letter of September 4 is complete, and that the system is functioning normally at this writing. However, at our earlier than normal start-up of the system during September's cold snap, a zone valve controlling the water flow to Judith Goerke's apartment stuck shut, preventing a radiator in her unit from functioning. We addressed this as soon as we were made aware of it, but these valves can be problematic, as anyone who has hot water heat can attest. At this point, we are carefully monitoring the system, scheduling the remaining work, and planning to meet with residents to insure that they know how to operate their thermostats, and know who at the Authority to call if any further problems arise. I cannot promise that the system will always provide as much heat as

At this point, we are carefully monitoring the system, scheduling the remaining work, and planning to meet with residents to insure that they know how to operate their thermostats, and know who at the Authority to call if any further problems arise. I cannot promise that the system will always provide as much heat as some residents desire in all weather conditions, but we have and will do our utmost to make sure that comfortable and safe temperatures are always maintained.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. Fenderson".

Dwight Fenderson  
Executive Director,  
Sauk County Housing Authority

cc: Kathy Schauf, Sauk County Administrative Coordinator  
Board of Commissioners, Sauk County Housing Authority

enclosure





# SOUTHWEST DESIGN ASSOCIATES, INC.

P.O. BOX 430, 190 MARKET ST.  
PLATTEVILLE, WISCONSIN 53818  
(608) 348-3821  
FAX NO. (608) 348-2330

September 4, 2012

Sauk County Housing Authority  
Attn: Mr. Dwight Fenderson, Executive Director  
P.O. Box 147  
Baraboo, WI 53913

Re: Highpoint Commons  
Hydronic Heating System

Dear Mr. Fenderson:

As the temperature nears 90° today, it is hard to think about the heating season. However, it is right around the corner.

The hydronic heating system is not working correctly due to air in the lines. The air is being introduced into the system at leaks at joints or valves. Scaling of the pipe at the joint or valve is the indication of a leak.

The corrective action is as follows:

1. Check all joints in the distribution system and in the boiler. Repair as needed.
2. Replace leaking ball valves.
3. Replace defective Spirovent (air eliminator) to boilers.
4. The expansion tank may be undersized. Verify size and replace as needed.
5. Purge each zone individually to eliminate air in the lines.

During startup, verify the following:

1. Boiler by-pass loop is working correctly (are the pumps working together or against each other).
2. Pressure differential system is properly installed and adjusted.
3. Are zone valves and apartment thermostats operational?
4. Outdoor temperature sensor is in working condition.
5. Is the boiler properly vented?
6. Reinstall missing pipe insulation.

Something to think about for the future - replace the existing boilers with a cast iron boiler which will retain heat longer to prevent short cycling on mild days.

If you have any questions, please feel free to contact me.

Sincerely,

Ronald P. Tessmann, P.E.

279

RT/mak

ENGIN

ECTS

RESOLUTION NO. 84 - 2012

**AUTHORIZING THE PURCHASE OF LANDS IN THE TOWN OF DELLONA  
TO OBTAIN ACCESS TO COUNTY OWNED PROPERTY AS PART  
OF THE HIGHWAY 12 CORRIDOR GROWTH MANAGEMENT PLAN**

**WHEREAS**, Sauk County owns 80 acres of land in the Town of Dellona that was given to the County in 1979 by former Sauk County Highway Commissioner, Harvey D. Weidman, to serve as a memorial to his son, Mark Weidman; and,

**WHEREAS**, that 80 acre parcel was given to the County on the condition that the land be "... kept in its present state, with no buildings erected, no roads constructed, and no timber taken off of it," and the joint committee report of the two County committees reporting at that time indicated that the property would be "highly desirable" for educational opportunities for groups such as "4-H, Boy Scouts, Girl Scouts, and citizens who wish to view and study natural area;" and,

**WHEREAS**, the vision of the County and Mr. Weidman have not come to fruition due to the inability of the County to obtain access to this landlocked parcel; and,

**WHEREAS**, the County has been approached by the adjacent landowners who have offered to sell 50.5 adjoining acres to the County that would provide access to the 80 acres of gifted land as well as providing additional acreage to the County for recreation and conservation purposes; and,

**WHEREAS**, by Resolution No. 124-2011, the Honorable Sauk County Board of Supervisors approved the Memorandum of Agreement implementing the Sauk County Fund component of the Highway 12 Growth Management Plan that provides of the State of Wisconsin provide funds in the amount of \$250,000, with one of the express and stated purposes to acquire access to the 80 acre Weidman gift parcel as follows:

Secure an easement that will provide access, to the now land-locked county owned property (approximately 80 acres) in the Town of Dellona. Securing access to this property will allow Sauk County to further research, recreational and conservation options for the 80 acre property in the unique geological area known locally as "the badlands." and,

**WHEREAS**, under the Highway 12 agreement, Sauk County will be responsible for 44.4% of the purchase price, said money having been previously appropriated and therefore having no current levy impact, 55.6 % from State of Wisconsin funds; and,

**WHEREAS**, the action of acquiring this property helps fulfill Sauk County commitments as part of the Highway 12 agreement as well as facilitating the intent of the County Board in accepting this gift and the intent of the benefactor, Harvey Weidman, as a memorial to his son, Mark Weidman; and,

**WHEREAS**, your undersigned Committee has been advised by staff that the price to be paid for this property, \$126,250.00, is fair and reasonable based upon a review by the Sauk County Treasurer's Office considering current sales of nearby properties; and,

**WHEREAS**, your undersigned Committees have had this matter under consideration, and do recommend to the County Board that this purchase be approved for the purpose of fulfilling the Highway 12 Corridor Growth Management Plan and the intent of the County Board and Mr. Harvey Weidman with regard to the adjoining 80 acres of land.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the acquisition of the property described on the attached addendum is hereby authorized, utilizing funds designated in the Sauk County Fund for the purpose of implementing the Highway 12 Growth Management Plan, and the Corporation Counsel shall proceed to acquire this property on behalf of the County, and the County Board Chairman and the County Clerk are authorized to sign any documents necessary to effectuate this transaction.

For consideration by the Sauk County Board of Supervisors on October 16, 2012.

Respectfully submitted,

**PROPERTY AND INSURANCE COMMITTEE**

\_\_\_\_\_  
DAVE RIEK, Chairperson

\_\_\_\_\_  
SCOTT VON ASTEN

\_\_\_\_\_  
VIRGIL HARTJE

\_\_\_\_\_  
GEORGE JOHNSON

\_\_\_\_\_  
JOHN MILLER

**HIGHWAY AND PARKS COMMITTEE**

\_\_\_\_\_  
VIRGIL HARTJE, Chairperson

\_\_\_\_\_  
TIM MEISTER

\_\_\_\_\_  
DONALD STEVENS

\_\_\_\_\_  
PETER TOLLAKSEN

\_\_\_\_\_  
BRIAN PEPER

CONSERVATION, PLANNING & ZONING

\_\_\_\_\_  
GERALD LEHMAN

\_\_\_\_\_  
JUDY ASHFORD

\_\_\_\_\_  
DON NOBS

\_\_\_\_\_  
JOHN DIETZ

\_\_\_\_\_  
FREDERICK HALFEN

\_\_\_\_\_  
DENNIS POLIVKA

\_\_\_\_\_  
RANDY PUTTKAMER

**FISCAL NOTE:** The purchase price of this property is \$126,250 of which the County's share of the cost is 44.4% or \$56,055 while the State's share is 55.6%, or \$70,195. Funds for the County's share are already appropriated and available for this purpose.

KAS

**MIS NOTE:** No MIS impact.

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Resolution No. 85-12

**PROCLAMATION OF NOVEMBER 2012 AS FAMILY CAREGIVER MONTH  
IN SAUK COUNTY**

**WHEREAS**, Sauk County recognizes the generous support provided by family caregivers to loved ones who are chronically ill, disabled or elderly; and

**WHEREAS**, nationally, more than sixty-five million persons, including spouses, adult children, other family and friends, serve as informal caregivers providing an estimated \$375 billion in "uncompensated" help to older adults and individuals with disabilities; and

**WHEREAS**, being a family caregiver can sometimes be very difficult and stressful on the family caregivers financially, socially and emotionally; and

**WHEREAS**, providing care to a loved one may be one of the most important roles any of us will undertake in our lifetime; and

**WHEREAS**, family caregivers dedicate, on average, 20 hours per week to provide care for older adults and individuals with disabilities; and

**WHEREAS**, many family caregivers provide this support in addition to many other duties, such as employment or other family and community responsibilities; and

**WHEREAS**, the stress of family caregiving has been shown to impact a person's immune system for up to three years after their caregiving ends and increases their chances of developing a chronic illness themselves; and

**WHEREAS**, the need for caregivers is growing as persons with disabilities are living longer, and people over the age of 85 are the fastest growing segment of our population; and

**WHEREAS**, caregivers reflect family and community life at its best. They are among Sauk County's most important natural resources; and

**WHEREAS**, caregivers deserve our lasting support, gratitude, and respect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the month of November 2012 be proclaimed as Sauk County Family Caregiver Month, and encourage all citizens of Sauk County to join in this special observance by expressing encouragement and appreciation for the services performed by family caregivers for their loved ones and for the public good.

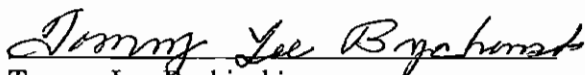
For consideration by the Sauk County Board of Supervisors on October 16, 2012.

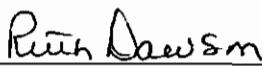
PROCLAMATION OF NOVEMBER 2012 AS FAMILY CAREGIVER MONTH  
IN SAUK COUNTY

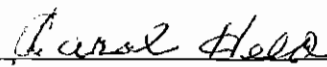
Respectfully submitted,

AGING & DISABILITY RESOURCE CENTER COMMITTEE

  
Arthur Carlson, Chair

  
Tommy Lee Bychinski

  
Ruth Dawson

  
Carol Held

  
Thomas Kriegl

Fiscal Note: No fiscal impact. *VLB*

Information Systems Note: No information systems impact.

RESOLUTION # 86 -12  
Commending Sharon A. Crahen For 29 Years of Service  
To The People Of Sauk County

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

WHEREAS, Sharon A. Crahen faithfully served the people of Sauk County as an employee since April 9, 1983; and

WHEREAS, Sharon A. Crahen has left the service of the Sauk County Human Services Department as of July 31, 2012;

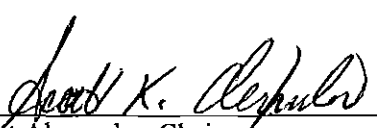
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends Sharon A. Crahen for twenty-nine years of faithful service to the people of Sauk County; and

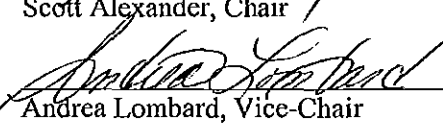
BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present to Sharon A. Crahen an appropriate symbol of our appreciation for service to the people of Sauk County.


For consideration by the Sauk County Board of Supervisors on October 16, 2012.

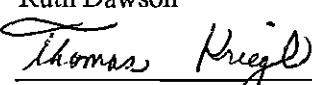
Respectfully submitted:

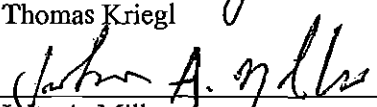
SAUK COUNTY HUMAN SERVICES BOARD


  
Scott Alexander, Chair

  
Andrea Lombard, Vice-Chair

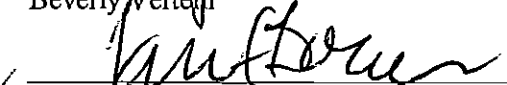
  
Ruth Dawson

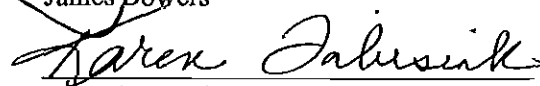
  
Thomas Kriegl

  
John A. Miller

  
Mark Dettner

  
Beverly Verten

  
James Bowers

  
Karen Fabisiak

RESOLUTION NO. 87 - 2012

RESOLUTION APPROVING MIDWESTERN DISASTER AREA  
REVENUE BOND FINANCING FOR HILBERT COMMUNICATIONS, LLC  
AND PROVIDING FOR INTERGOVERNMENTAL AGREEMENT

**WHEREAS**, Section 66.1103 of the Wisconsin Statutes (the "Act") authorizes Sauk County ("Sauk County"), to authorize the issuance and sale of bonds by Sauk County to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

**WHEREAS**, Hilbert Communications, LLC, a Wisconsin limited liability company (the "Company"), and/or one or more of its subsidiaries (including, without limitation, Bug Tussel Wireless, LLC, Cloud 1, LLC and INTEGRA, LLC), whether existing on the date hereof or to be formed and whether owned directly or indirectly by the Company (collectively referred to herein as the "Participating Subsidiaries"), to finance a project consisting of the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) the acquisition by purchase or lease of land for telecommunications tower sites; (ii) constructing and equipping telecommunications towers on such sites; (iii) the installation of microwave and fiber-optic backhaul facilities; (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; and (vi) payment of professional fees (collectively, the "Project"), all of which will be for the purpose of providing wireless internet and telephone communications services to businesses, governmental units and residents of rural communities where such service is currently unavailable or is prohibitively expensive; and

**WHEREAS**, a substantial portion of the Project will be constructed and installed in the rural areas of Wisconsin counties that lie within the designated area in which certain types of capital projects qualify for tax-exempt bond financing under the "Midwestern Disaster Area Relief" provisions of Section 1400N (as amended by Section 702(a) of Tax Extenders and Alternative Minimum Tax Relief Act of 2008 (Division C of Public Law 110-343) of the Internal Revenue Code of 1986, as amended, to wit: the Counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago; and

**WHEREAS**, Sauk County is a political subdivision of the State within whose boundaries a portion of the Project is located; and

**WHEREAS**, pursuant to Sections 66.1103 and 66.0301 of the Wisconsin Statutes, individual counties or two or more counties acting pursuant to an Intergovernmental Agreement may serve as the conduit issuer for such financing; and

**WHEREAS**, the cost of the Project is presently estimated to be not greater than \$32,000,000, and the amount proposed to be financed with one or more series of tax-exempt Midwestern Disaster Area Revenue Bonds and/or taxable bonds does not exceed \$32,000,000 to be issued by one or more counties acting pursuant to intergovernmental powers; and

**WHEREAS**, Section 66.1103(3)(f) of the Wisconsin Statutes provides that a municipality also may finance an industrial project which is located entirely outside the geographic limits of the municipality, but only if the revenue agreement for the project also relates to another project of the same eligible participant, part of which is located within the geographic limits of the municipality; and



**WHEREAS**, the Company will have the primary obligation to make all scheduled principal and interest payments when due, and each County's guaranty will apply only in the event that the Company does not pay such debt service as required; and

**WHEREAS**, in return for each County's guaranty, each County shall receive an annual guaranty fee equal to 50 basis points (0.50%) (based upon each County's pro rata share) and the Company will pay any and all costs of the County and all expenses incurred by the County related to the bond issue; and

**WHEREAS**, as further security for its guaranty, Sauk County shall receive a first mortgage on all land, buildings, and improvements of the Company located in Sauk County which are financed with proceeds of the Bonds; and

**WHEREAS**, the Project includes necessary infrastructure for essential services by and for Sauk County and local units of government in Sauk County and is in furtherance of the public purposes set forth in the Act; and

**WHEREAS**, the proposed Project is a multi-jurisdictional project which is located in the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago the Company has requested that each of the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago approve an initial resolution (the "Initial Resolution") providing for the financing of the Project in an aggregate amount not to exceed \$32,000,000; and

**WHEREAS**, any one or more of the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago shall be the issuer of said revenue bonds (the "Issuing County" or "Issuing Counties") and it shall be determined at a future date which county or counties shall be the Issuing County or Issuing Counties of said revenue bonds; and

**WHEREAS**, Sauk County is a county organized and existing under and pursuant to the laws of the State of Wisconsin, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the issuing county an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said industrial development revenue bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the Sauk County Board of Supervisors, met in regular session, as follows:

1. Based upon representations of the Company, it is the finding and determination of the Board of Supervisors of Sauk County that the Project is a qualified "project" within the meaning of the Act and that the Company is an "eligible participant" within the meaning of the Act. If requested to do so by the Company, Sauk County shall:
  - (a) Finance the Project in an amount not to exceed \$32,000,000 (Sauk County's liability on its limited guaranty is \$2,969,100 and Sauk County's liability shall, on no account, be greater); and

- (b) Acting pursuant to an Intergovernmental Agreement by and among one or all of the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago, issue industrial development revenue bonds in one or more series of tax-exempt and/or taxable bonds (the "Bond(s)"), in an amount not to exceed \$32,000,000 in order to finance costs of the Project located in the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago, pursuant to Section 66.1103(3)(f) of the Wisconsin Statutes.

2. The aforesaid plan of financing contemplates, and is conditioned upon, the following:

- (a) The Bonds shall never constitute an indebtedness of Sauk County, the Issuing County or Counties, and/or the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago within the meaning of any state constitutional provision or statutory limitation;
- (b) The Bonds shall not constitute or give rise to a pecuniary liability of Sauk County, the Issuing County or Counties, and/or the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago or a charge against its general credit or taxing powers;
- (c) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with industrial development revenue bonds;
- (d) The Company shall find a purchaser for all of the Bonds;
- (e) All out-of-pocket costs, including but not limited to legal fees and Trustee's fees, incurred by Sauk County, the Issuing County or Counties, and/or the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago in connection with the issuance and sale of the Bonds shall be paid by the Company, whether or not Sauk County or any Issuing County or Issuing Counties ultimately issues the Bonds; and

- (f) A notice of public hearing (the "TEFRA Hearing") required by federal law for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, shall be published in a newspaper or newspapers of general circulation in the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago, and a public hearing shall be held in Sauk County, and the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago to provide interested individuals or parties the opportunity to testify with respect to the nature and location of the Project and the issuance of the Bonds to finance the Project.
- 3. The aforesaid plan of financing shall not be legally binding upon Sauk County, the Issuing County or Issuing Counties or the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago nor be finally implemented unless and until:
  - (a) The details and mechanics of the same are authorized and approved by a further resolution of the Issuing County or Issuing Counties which shall be solely within the discretion of the Issuing County or Issuing Counties, acting pursuant to an Intergovernmental Agreement and approval of the Issuing County Board(s);
  - (b) The County Clerk of Sauk County shall cause notice of adoption of this Initial Resolution, in the form attached hereto as Exhibit A, to be published once in a newspaper of general circulation in Sauk County, and the electors of Sauk County shall have been given the opportunity to petition for a referendum on the matter of the aforesaid Bond issue, all as required by law;
  - (c) Either no such petition shall be timely filed or such petition shall have been filed and said referendum shall have approved the Bond issue;
  - (d) The county clerks of Sauk County and the counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago, shall each have received an employment impact estimate issued under Section 560.034 of the Wisconsin Statutes;
  - (e) The Bonds shall be limited obligations of the Issuing County or Issuing Counties, acting pursuant to the Intergovernmental Agreement and are payable solely from revenues provided by the Company and secured in part by a limited guaranty of each participating County;


- (f) The Bonds shall never constitute an indebtedness of Sauk County, any participating County, or the Issuing County or Issuing Counties within the meaning of any state constitutional provision or statutory limitation;
  - (g) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with Midwestern Disaster Area Bonds;
  - (h) The Company shall find a purchaser for all of the Bonds;
  - (i) The County's out of pocket costs, including but not limited to legal fees, in connection with the authorization, issuance and sale of the Bonds shall be paid by the Company; and,
  - (j) All participating counties have entered into an Intergovernmental Agreement and identified the Issuing County or Issuing Counties;
  - (k) All participating counties shall have approved their respective limited guaranties;
  - (l) All documents required to consummate the financing have been duly authorized and delivered; and
  - (m) The County Chairman of Sauk County and the County Chairman of any of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago counties, (if such county is participating in the Intergovernmental Agreement), shall have execute and deliver the Approval of Highest Elected Official (TEFRA approval), approving the issuance of the Bonds following the public hearings required by Section 2(f) above.
4. Pursuant to the Act, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Company having represented that it is able to negotiate satisfactory arrangements for completing the Project and that Sauk County's interests are not prejudiced thereby.
5. The County Clerk of Sauk County is directed, following adoption of this Initial Resolution (i) to publish notice of such adoption not less than one time in the official newspaper of Sauk County, such notice to be in substantially the form attached hereto as Exhibit A and (ii) to file a copy of this Initial Resolution, together with a statement indicating the date the Notice to Electors was published, with the Wisconsin Economic Development Corporation within twenty (20) days following the date of publication of such notice.
6. This Initial Resolution is an "initial resolution" within the meaning of the Act and official action toward issuance of the Bonds for purposes of Sections 103 and 144 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Furthermore, it is the reasonable expectation of Sauk County that proceeds of the Bonds may be used to reimburse expenditures made on the Project prior to the issuance of the Bonds. The maximum principal amount of debt expected to be issued for the Project on the date hereof is \$32,000,000. This statement of official intent is made pursuant to Internal Revenue Code §1.150-2.

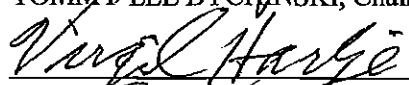
7. If Sauk County is not the ultimate Issuing County or one of the Issuing Counties for the Bonds, after the TEFRA Hearing has been properly noticed and held by officials of Sauk County, the County Chairman is authorized to execute and deliver the (a) Intergovernmental Agreement and (b) an approval of Highest Elected Official for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the issuance of the Bonds for the project located in Sauk County.
8. Sauk County Corporation Counsel shall forthwith negotiate and confer with all interested parties, draft, edit, or approve and deliver the contracts or other documents necessary to carry out the provisions of this Resolution; provided, however, that if so required by Sauk County, Corporation Counsel shall present the same to the Board of Supervisors for the Board's final review, ratification, and approval of all of the specific terms and conditions contained in said documents prior to the issuance of the Midwestern Disaster Area Bonds on behalf of the Company.


For consideration by the Sauk County Board of Supervisors on October 16, 2012.


Respectfully submitted:


COMMUNICATIONS INFRASTRUCTURE COMMITTEE

  
\_\_\_\_\_  
TOMMY LEE BYCHINSKI, Chair

  
\_\_\_\_\_  
VIRGIL HARTJE

  
\_\_\_\_\_  
FREDERICK HALFEN

  
\_\_\_\_\_  
SCOTT VON ASTEN

  
\_\_\_\_\_  
MARK SMOOTH DETTER

ECONOMIC DEVELOPMENT COMMITTEE

\_\_\_\_\_  
MARTY KRUEGER, Chair

\_\_\_\_\_  
DONNA STEHLING

\_\_\_\_\_  
GERALD LEHMAN

\_\_\_\_\_  
JOSEPH FISH

\_\_\_\_\_  
DAVID RIEK

\_\_\_\_\_  
DENNIS POLIVKA

\_\_\_\_\_  
BRIAN PEPPER

FINANCE COMMITTEE

\_\_\_\_\_  
TOMMY LEE BYCHINSKI, Chair

\_\_\_\_\_  
WILLIAM WENZEL

\_\_\_\_\_  
JOAN FORDHAM

\_\_\_\_\_  
ANDREA LOMBARD

\_\_\_\_\_  
JASON LANE

**FISCAL NOTE (AND SYNOPSIS):** To provide approval of a Resolution of Sauk County to participate with other counties pursuant to an Intergovernmental Agreement pursuant to which one or more of the participating counties will serve the conduit bond issuer for Midwestern Disaster Area Revenue Bond Financing for Hilbert Communications, LLC to finance a project for acquisition, construction and installation of certain telecommunications infrastructure, for purpose of providing wireless internet and telephone communication services to businesses, governmental units and residents of rural communities where such service is currently unavailable or prohibitively expensive. *KJB*

**MIS NOTE:** No MIS impact.

Adopted \_\_\_\_\_

Defeated \_\_\_\_\_

Tabled \_\_\_\_\_ by the Sauk County Board of Supervisors this 16th day of October, 2012.

\_\_\_\_\_  
Marty Krueger, County Board Chair

\_\_\_\_\_  
Rebecca A. DeMars, County Clerk

I, the undersigned, the duly appointed and qualified Clerk of Sauk County, Wisconsin do hereby certify that the foregoing resolution was duly adopted by the County Board of Supervisors at a meeting of said County held in open session in accordance with the requirements of Subchapter V of Chapter 19 of the Wisconsin Statutes on October 16, 2012.

SAUK COUNTY, WISCONSIN

\_\_\_\_\_  
Rebecca A. DeMars, County Clerk

RESOLUTION NO. 88 - 2012

RESOLUTION APPROVING MIDWESTERN DISASTER AREA  
REVENUE BOND FINANCING FOR HILBERT COMMUNICATIONS, LLC  
AND PROVIDING FOR LIMITED COUNTY GUARANTY

WHEREAS, pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes commonly known as the "Joint Exercise of Powers Law" (the "Act"), the Public Finance Authority (the "Authority") adopted an initial resolution on November 2, 2011 declaring official action toward the issuance of not to exceed \$29,750,000 principal amount of Midwestern Disaster Area Revenue Bonds on behalf of Hilbert Communications, LLC, a Wisconsin limited liability company (the "Company"), and/or one or more of its subsidiaries (including, without limitation, Bug Tussel Wireless, LLC, Cloud 1, LLC and Intelegra, LLC), whether existing on the date hereof or to be formed and whether owned directly or indirectly by the Company (collectively referred to herein as the "Participating Subsidiaries"), to finance a project consisting of the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) the acquisition by purchase or lease of land for telecommunications tower sites; (ii) constructing and equipping telecommunications towers on such sites; (iii) the installation of microwave and fiber-optic backhaul facilities; (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; and (vi) payment of professional fees (collectively, the "Project"), all of which will be for the purpose of providing wireless internet and telephone communications services to businesses, governmental units and residents of rural communities where such service is currently unavailable or is prohibitively expensive; and

WHEREAS, Authority will adopt an Amended Resolution increasing the amount of such bond issue in an amount not to exceed \$32,000,000; and

WHEREAS, the Authority is authorized and empowered under the Act and by that certain Amended and Restated Joint Exercise of Powers Agreement dated September 28, 2010 (the "Joint Exercise Agreement") by and among Adams County, Wisconsin; Bayfield County, Wisconsin; Marathon County, Wisconsin; Waupaca County, Wisconsin; and the City of Lancaster, Wisconsin together with any other political subdivision that may from time to time be designated as a "Member" of the Authority pursuant to the Joint Exercise Agreement to, among other things, issue bonds, notes or other evidences of indebtedness in connection with, and to make loans to assist in the financing or refinancing of, "projects" located inside and outside of the State of Wisconsin (the "State"); and

WHEREAS, pursuant to Sections 66.1103 and 66.0301 of the Wisconsin Statutes, individual counties or two or more counties acting pursuant to an Intergovernmental Agreement may also serve as the conduit issuer for such financing; and

WHEREAS, the cost of the Project is presently estimated to be \$32,000,000, and the amount proposed to be financed with one or more series of tax-exempt Midwestern Disaster Area Revenue Bonds and/or taxable bonds does not exceed \$32,000,000 to be issued by the Authority or a county acting pursuant to intergovernmental power; and

WHEREAS, the Project includes necessary infrastructure for essential services by and for Sauk County and local units of government in Sauk County and is in furtherance of the public purposes set forth in the Act and the Joint Exercise Agreement; and

WHEREAS, a substantial portion of the Project will be constructed and installed in the rural areas of Wisconsin counties that lie within the designated area in which certain types of capital projects qualify for tax-exempt bond financing under the "Midwestern Disaster Area Relief" provisions of Section 1400N (as amended by Section 702(a) of Tax Extenders and Alternative Minimum Tax Relief Act of 2008 (Division C of Public Law 110-343) of the Internal Revenue Code of 1986, as amended, to wit: the Counties of Adams, Calumet, Columbia, Crawford, Dane, Dodge, Fond du Lac, Grant, Green, Green Lake, Iowa, Jefferson, Juneau, Kenosha, La Crosse, Manitowoc, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Sheboygan, Vernon, Walworth, Washington, Waukesha, and Winnebago; and

WHEREAS, if the issuer of the Bonds is the Authority, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, the financing of the Project must be approved by each political subdivision of the State within whose boundaries the Project is to be located; and

WHEREAS, Sauk County, Wisconsin (the "County") is a political subdivision of the State within whose boundaries a portion of the Project is located; and

WHEREAS, the Company will have the primary obligation to make all scheduled principal and interest payments when due, and the County's guaranty will apply only in the event that the Company does not pay as required; and

WHEREAS, in return for the County's guaranty, the County shall receive an annual guaranty fee of 50 basis points (based upon the amount of its guaranty) and the Company will pay all costs to the County and all expenses by the County related to the bond issue; and

WHEREAS, as further security for its guaranty, the County shall receive a first mortgage on all land, buildings, and improvements of the Company located in the County which are financed with proceeds of the Bonds; and

WHEREAS, the Company has requested that the County and other participating counties who will directly benefit from the Project to each provide a limited guaranty to enhance the collateral position of the Company and any Participating Subsidiaries in an amount equal to the pro-rata portion of the project costs incurred and essential services benefits derived in such participating county.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, approves the following:

1. The County hereby approves that either (a) the Authority or (b) another affected County, acting pursuant to an Intergovernmental Agreement, shall:
  - (a) Finance the Project in an amount not to exceed \$32,000,000 (Sauk County's liability on its limited guaranty is \$2,969,100 and Sauk County's liability shall, on no account, be greater); and
  - (b) Issue Midwestern Disaster Area Revenue Bonds in one or more series of tax-exempt and/or taxable bonds (the "Bonds"), in an amount not to exceed \$32,000,000 in order to finance costs of the Project (Sauk County's liability on its limited guaranty is \$2,969,100 and Sauk County's liability shall, on no account, be greater).



2. The County hereby approves in principal, the provision of a limited general obligation guaranty of the County in an amount not to exceed \$2,969,100, subject to such conditions and other terms and security as shall be identified by the Company and the underwriter, and approved by the County by subsequent resolution, and subject to the provision of information satisfactory to the County as to the financial feasibility of the Project.
3. The aforesaid plan of financing contemplates, and is conditioned upon, the following:
  - (a) The Bonds shall be limited obligations of either (a) the Authority or (b) a County, acting pursuant to an Intergovernmental Agreement, as Issuer, and are payable solely from revenues provided by the Company and any Participating Subsidiaries and secured in part by the limited guaranty of the County;
  - (b) The Bonds shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation;
  - (c) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with Midwestern Disaster Area Revenue Bonds;
  - (d) The Company and any Participating Subsidiaries shall find a purchaser for all of the Bonds; and
  - (e) The County's out-of-pocket costs, including but not limited to legal fees, in connection with the issuance and sale of the Bonds shall be paid by the Company and any Participating Subsidiaries; and
  - (f) The County shall be paid an annual guaranty fee of 50 basis points (0.50%) (based upon the amount of County guaranty).
4. The aforesaid plan of financing shall not be legally binding upon the County nor be finally implemented unless and until:
  - (a) The details and mechanics of the same are authorized and approved by further resolutions of the County and the Authority; and
  - (b) Said approval and guaranty are further conditioned upon terms and conditions of one or more written agreements between Sauk County and the various parties involved, ensuring that all of the proceeds from the sale of the bonds shall be administered by a duly appointed independent trustee, that they shall be used exclusively for the development of the Project, and for no other purpose, and that the project funds shall be paid over to the Company by the trustee only as they become needed for completion of the Project; and

- (c) Sauk County Corporation Counsel shall forthwith negotiate and confer with all interested parties, draft, edit, or approve and deliver the contracts or other documents necessary to carry out the provisions of this Resolution; provided, however, that if so required by Sauk County, Corporation Counsel shall present the same to the Board of Supervisors for the Board's final review, ratification, and approval of all of the specific terms and conditions contained in said documents prior to the issuance of the Midwestern Disaster Area Revenue Bonds on behalf of the Company.

For consideration by the Sauk County Board of Supervisors on October 16, 2012.

Respectfully submitted:

COMMUNICATIONS INFRASTRUCTURE COMMITTEE

  
TOMMY LEE BYCHINSKI, Chair

  
VIRGIL HARTJE

  
FREDERICK HALFEN

  
SCOTT VON ASTEN

  
MARK SMOOTH DETTER

ECONOMIC DEVELOPMENT COMMITTEE

\_\_\_\_\_  
MARTY KRUEGER, Chair

\_\_\_\_\_  
DAVID RIEK

\_\_\_\_\_  
DONNA STEHLING

\_\_\_\_\_  
DENNIS POLIVKA

\_\_\_\_\_  
GERALD LEHMAN

\_\_\_\_\_  
BRIAN PEPER

\_\_\_\_\_  
JOSEPH FISH

FINANCE COMMITTEE

\_\_\_\_\_  
TOMMY LEE BYCHINSKI, Chair

\_\_\_\_\_  
WILLIAM WENZEL

\_\_\_\_\_  
JOAN FORDHAM

\_\_\_\_\_  
ANDREA LOMBARD

\_\_\_\_\_  
JASON LANE

FISCAL NOTE (AND SYNOPSIS): To provide initial approval of a limited guaranty by Sauk County for Midwestern Disaster Area Revenue Bond Financing for Hilbert Communications, LLC to finance a project for acquisition, construction and installation of certain telecommunications infrastructure, for purpose of providing wireless internet and telephone communication services to businesses, governmental units and residents of rural communities where such service is currently unavailable or prohibitively expensive. Sauk County guaranty shall not exceed \$2,969,100, equal to the amount of improvements for said infrastructure made within Sauk County. If Hilbert Communications defaults on its obligations, Sauk County will be responsible to make payment up to the amount indicated. Sauk County will have recourse to take ownership of the security within the County in order to satisfy the debt as well as having recourse against Hilbert for payment.

MIS NOTE: No MIS impact.

Adopted \_\_\_\_\_  
Defeated \_\_\_\_\_  
Tabled \_\_\_\_\_

by the Sauk County Board of Supervisors this 16th day of October, 2012.

\_\_\_\_\_  
Marty Krueger, County Board Chair

\_\_\_\_\_  
Rebecca A. DeMars, County Clerk

I, the undersigned, the duly appointed and qualified Clerk of Sauk County, Wisconsin do hereby certify that the foregoing resolution was duly adopted by the County Board of Supervisors at a meeting of said County held in open session in accordance with the requirements of Subchapter V of Chapter 19 of the Wisconsin Statutes on October 16, 2012.

SAUK COUNTY, WISCONSIN

\_\_\_\_\_  
Rebecca A. DeMars, County Clerk

RESOLUTION NO. 89 - 2012

**AUTHORIZING THE REPLACEMENT OF A FIELD TILING SYSTEM  
AT THE SAUK COUNTY FARM**

**WHEREAS**, the Sauk County Farm and cropland are managed and maintained by the Conservation, Planning, and Zoning (CPZ) Department; and

**WHEREAS**, the existing tiling system has failed causing drainage problems that are a hindrance to normal cropping activities, resulting in lower crop yields and overall farmland value; and

**WHEREAS**, increased 2012 cropland rent revenues will be utilized to fund the full cost of the tiling system with the CPZ Department annual budget; and

**WHEREAS**, the tiling project needs to be installed after the 2012 harvest to avoid interfering with the renter's activities; and

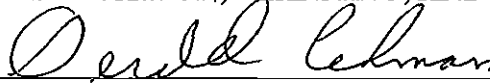
**WHEREAS**, only one qualifying bid was received for a total of \$24,831.74 from Kutz Farm Drainage, LLC.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the bid from Kutz Farm Drainage, LLC for \$24,831.74, be hereby accepted and the Conservation, Planning, and Zoning Director be given authority to sign the appropriate contracts, agreements, and permits needed and to authorize change orders up to \$1,000 to assure the completion of the project according to the prepared plan and appropriate state administrative rules.

For consideration by the Sauk County Board of Supervisors on October 16, 2012.

Respectfully submitted,

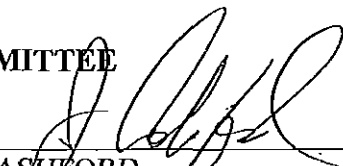
**CONSERVATION, PLANNING, AND ZONING COMMITTEE**

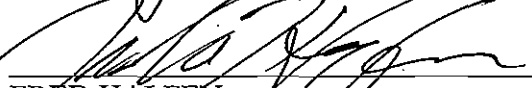
  
GERALD LEHMAN, Chair

  
DON NOBS

  
JOHN DIETZ

  
RANDY PUTTKAMER

  
JUDY ASHFORD

  
FRED HALEEN

  
DENNIS POLIVKA

**FISCAL NOTE:** Monies from additional rent revenues (\$17,992) combined with the annual farm maintenance budget (\$8,500) will be used to fund this project. There is no additional impact to the department's 2012 budget.

**MIS IMPACT:** No MIS impact.

KPB

## RESOLUTION 90 - 12

### Purchase Of Highway Equipment For Sauk County

**WHEREAS**, for the construction and maintenance of highways, including the removal and control of snow and ice, it becomes necessary from time to time to purchase equipment, the nature and necessity for which cannot be accurately anticipated.


**NOW, THEREFORE BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Highway and Parks Committee is hereby authorized, pursuant to § 83.015 (2), Stats., to purchase without further authority, and to the extent that revolving funds accumulated for such purpose or appropriations made for such purpose are available, such highway equipment as they deem necessary to properly carry on the work, and to trade or sell such old equipment as may be considered to be for the best interest of the County;

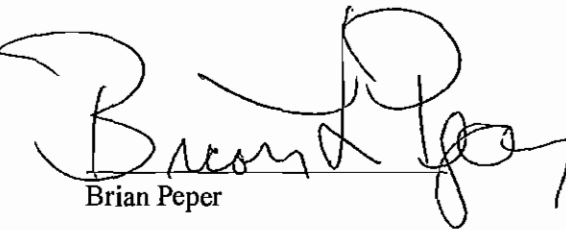
Provided, that the purchase of any additional complete unit of equipment of a value exceeding \$30,000.00 shall require further authority of the County Board.


For Consideration by the Sauk County Board of Supervisors on October 16, 2012.

Respectfully submitted:

Sauk County Highway and Parks Committee

  
Virgil Hartje, Chair

  
Brian Peper

  
Donald Stevens

  
Peter Tollaksen

  
Martin (Tim) Meister

Fiscal Note: This Resolution sets the limit on equipment purchases made by the Highway Department without requiring a resolution of the County Board. Appropriate funds are maintained for equipment purchases in the Highway Department's Machinery and Equipment Account. *KPB*

MIS Note: No MIS Impact.

RESOLUTION NO. 9.1-12

Authorizing the Department of Human Services To Create One Full-time (1.0 FTE)  
Assessment/Early Intervention Therapist Position

WHEREAS, the Sauk County Department of Human Services has long had a priority of effective and efficient service delivery; and,

WHEREAS, the Department has evaluated its use of the contracted Family Partnership Program and determined that a portion of the funding devoted to this program could be used more effectively; and,

WHEREAS, this evaluation process has determined the need for a more rapid response to high need families and individuals who otherwise would require expensive out of home placements; and,

WHEREAS, the number of these individuals and families has increased almost 90% over the last six years, from three (3) to twenty-five (25); and,

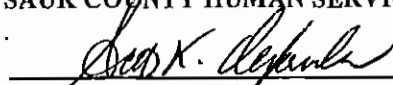
WHEREAS, the 2013 Human Services Budget Proposal includes funding for this position consisting of 15% Medicaid revenue and 85% tax levy.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Department of Human Services be authorized to create one full-time Assessment/Early Intervention Therapist position to provide rapid response to high need families and individuals, effective January 1, 2013.

For consideration by the Sauk County Board of Supervisors on October 16, 2012.

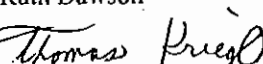
Respectfully submitted,

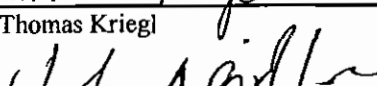
SAUK COUNTY HUMAN SERVICES BOARD

  
Scott Alexander, Chair

  
Andrea Lombard

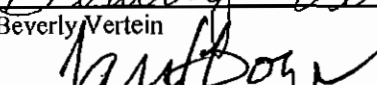
  
Ruth Dawson

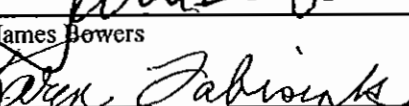
  
Thomas Kriegel

  
John A. Miller


  
Mark Dettler

  
Beverly Vertein


  
James Bowers

  
Karen Fabisiak

SAUK COUNTY PERSONNEL COMMITTEE

  
Tim Meister, Chair

  
Peter Tollaksen

  
Carol Held

  
Henry Netzing

  
Scott Alexander

Resolution No. 91-12 Authorizing the Department of Human Services to Create One Full-time (1.0 FTE)  
Assessment/Early Intervention Therapist Position  
Page 2 of 2

SAUK COUNTY FINANCE COMMITTEE

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Tommy Lee Bychinski

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William Wenzel

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Joan Fordham

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Andrea Lombard

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Jason L. Lane

Fiscal Note: Estimated cost for this position including salary and benefits = \$89,784.86 for 2013. This position will generate some revenue as billing will be possible to Medicaid and Insurance. *YFB*

Information System Note: Creation of this position will incur additional costs for computer hardware and software necessary to provide access to the County's computing resources. Initial cost for the necessary equipment is approximately \$2,000 with ongoing costs estimated to approximately \$450/annually.

Office Space/Furniture: Existing office space and furniture will be utilized. No additional costs are needed.

**Sauk County  
Position Description**

**Department:** Human Services  
**Date:** October 2012

**Pay Grade:**  
**Reports To:** Outpatient Manager

**FLSA:** R

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**Purpose of Position**

The purpose of this position is to provide a comprehensive clinical assessment of individuals/families and children, develop intervention services and family driven support plans, initiate timely referrals and coordinate provider services for the Sauk County Department of Human Services.

**Essential Duties and Responsibilities**

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Conducts comprehensive individual and family assessments utilizing psychometric measures (including substance use assessments), interpret results and develop service and treatment recommendations.
- Implements initial family driven support plans and ensures smooth transition to ongoing services.
- Coordinates specialized programs or acts as a therapeutic resource or team member.
- Intervenes in crisis situations. Consults with other Department staff and recommends immediate remediation including residential, placement, respite and stabilization, and community based options.
- Completes consumer referral forms, activity logs, progress notes, program evaluations, etc. Reviews client evaluations, test results, substance use assessments, medical reports, neuropsychological evaluations, psychiatric/psychological evaluations and develops a coordinated plan of care.
- Consults with other community mental health and Department professionals regarding consumers' needs and facilitates an integrated approach to treatment.
- Participates in program development and evaluation.
- Create crisis and safety plan including intervention and prevention steps to avoid unnecessary out-of-home placement and/or hospitalization.
- Develops treatment plans and diagnostic impressions. Provides brief individual, couples, and family psychotherapy.
- Participates in Department staff meetings, Quality Assurance, and consultations as needed.
- Coordinates services for clients. Ability to function independently and collaborate with agency and community providers of service. Strong interpersonal and team building skills are a priority.
- Monitors effects of psychotropic medications.
- Maintains knowledge and implements professional code of ethics.



### **Additional Tasks and Responsibilities**

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this classification and may also be performed by other unit members.

- Maintains schedules and confirms appointments.
- Reviews case manager's reports.

### **Minimum Training and Experience Required to Perform Essential Job Functions**

Master's degree in Social Work, Marriage and Family Therapy, Counseling or related field with three to five years individual and group therapy experience required, or any combination of education and experience that provides equivalent knowledge, skills, and abilities. Knowledge, training, and experience in working with individuals and families impacted by mental health, substance use, trauma, developmental and emotional conditions of childhood, and psychosocial stressors. Licensed as a social worker, marriage and family therapists and professional counselor license, or ability to obtain licensure within 6 months required.

### **Physical and Mental Abilities Required to Perform Essential Job Functions**

#### **Language Ability and Interpersonal Communication**

- Ability to analyze data and information using established criteria, in order to define consequences and to consider and select alternatives. Ability to compare, count, differentiate, measure and/or sort data and information. Ability to assemble, copy, record and transcribe data. Ability to classify, compute, tabulate, and categorize data.
- Ability to counsel, treat and mediate, which may include providing first line supervision. Ability to persuade and convince. Ability to advise and interpret how to apply policies, procedures and standards to specific situations.
- Ability to utilize advisory data, design data and information such as insurance forms, activity logs, closing summaries, psychological evaluations, AODA assessments, medical reports, psychological testing instruments and results, professional ethics code, abuse laws, mental diagnostic manuals, professional journals, texts and educational curricula.
- Ability to communicate effectively verbally and in writing with clients, children and protective services, other Department personnel, physicians, mental health professionals, law enforcement, school personnel, attorneys, Judges, court personnel, probation and parole personnel.

#### **Mathematical Ability**

- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

#### **Judgment and Situational Reasoning Ability**

- Ability to use functional reasoning development in performing activities and functions within influence systems associated with supervising, managing, leading, teaching, directing and controlling.
- Ability to apply situational reasoning ability by exercising judgment, decisiveness and creativity in situations involving the evaluation of information against sensory and/or judgmental criteria.

#### **Physical Requirements**

**DRAFT**

**2325**

- Ability to operate telephone, dictation machine, photocopier, fax machine and motor vehicle.
- Ability to exert very moderate physical effort in sedentary to light work. Ability to lift, push, pull, stoop, kneel, crouch and crawl.
- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, forms, sounds, tastes, odors, textures associated with objects, materials and ingredients.

**Environmental Adaptability**

- Ability to work under safe and comfortable conditions with exposure to disease and potential violence.

Sauk County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

.....  
Employee's Signature

.....  
Supervisor's Signature

.....  
Date

.....  
Date

RESOLUTION NO. 92 -12

**Authorizing the Department of Human Services To Create One Full-time (1.0 FTE)  
Economic Support Resource Specialist Position**

WHEREAS, the Sauk County Department of Human Services has, as of January 1, 2012, redesigned its provision of Income Maintenance/Economic Support services as part of the Capital Consortium; and,

WHEREAS, the number of individuals and families requiring and eligible for Economic Support benefits have increased significantly; and,

WHEREAS, this increase has resulted in Economic Support Workers having caseloads as high as 800 individuals/families; and,

WHEREAS, these caseloads are no longer manageable for Economic Support Workers.

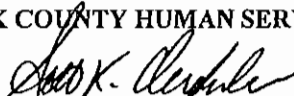
WHEREAS, the 2013 Human Services Budget Proposal includes funding for this position consisting of 50% federal revenue and 50% tax levy.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Department of Human Services be authorized to create one full-time Economic Support Resource Specialist position to assist Economic Support staff, effective January 1, 2013.

For consideration by the Sauk County Board of Supervisors on October 16, 2012.

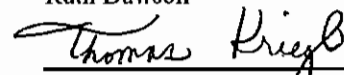
Respectfully submitted,

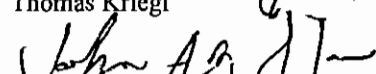
**SAUK COUNTY HUMAN SERVICES BOARD**

  
\_\_\_\_\_  
Scott Alexander, Chair

  
\_\_\_\_\_  
Andrea Lombard

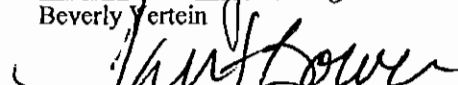
  
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Ruth Dawson

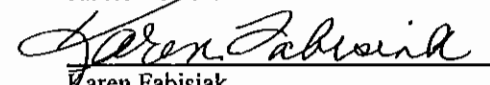
  
\_\_\_\_\_  
Thomas Kriegl

  
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John A. Miller

  
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Mark Dettner

  
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Beverly Verten

  
\_\_\_\_\_  
James Bowers

  
\_\_\_\_\_  
Karen Fabisiak

**SAUK COUNTY PERSONNEL COMMITTEE**

\_\_\_\_\_  
Tim Meister, Chair

\_\_\_\_\_  
Peter Tollaksen

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Carol Held

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Henry Netzing

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Scott Alexander

SAUK COUNTY FINANCE COMMITTEE

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Tommy Lee Bychinski

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William Wenzel

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Joan Fordham

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Andrea Lombard

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Jason L. Lane

Fiscal Note: The estimated cost of this position including salary and benefits for 2013 = \$55,585.20. 50% Federal Reimbursement on costs not covered by the Income Maintenance Consortia Contract will be recovered. *KAB*

Information System Note: Creation of this position will incur additional costs for computer hardware and software necessary to provide access to the County's computing resources. Initial cost for the necessary equipment is approximately \$2,000 with ongoing costs estimated to approximately \$450/annually.

Office Space/Furniture: Existing office space and furniture will be utilized. No additional costs are needed.

**Economic Support Resource Specialist**

**Sauk County  
Position Description**

**Department:** Human Services  
**Date:** January 2013

**Pay Grade:** 6  
**Reports To:** Economic Support Supervisor

**FLSA:** R

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**Purpose of Position**

The purpose of this position is to assist Economic Support staff gathering financial and other relevant data from applicants to determine eligibility for County administered State and Federal economic support programs for the Sauk County Department of Human Services.

**Essential Duties and Responsibilities**

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Provide lobby services at Sauk County DHS. This provides answers to general questions about income maintenance programs (BadgerCare Plus, Medical Assistance, Child Care, FoodShare Wisconsin, Emergency Assistance, Children First, and FSET).
- Assist Economic Support Staff to help manage workloads. Gathers client financial data and documentation through telephone and correspondence contacts.
- Prepares and mails reviews to clients as each case requires an annual or semiannual renewal to determine program and benefit eligibility. Schedule appointment and interviews with Economic Support Staff.
- Interprets eligibility requirements to client and effectively deals with people in crisis situations.
- Participates in weekly ES staff meetings along with attending and participating in ongoing training to maintain knowledge of current eligibility requirements, program policies and procedures.
- Back up to ES intake worker and inbox coordinator in their absence.
- Assists non-English speaking customers with their needs using online services and/or working with an interpreter.
- Evaluates clients' need for services offered by other agencies. Refers clients to needed financial and program services.
- Maintains knowledge and uses multiple state online systems of reference and resources.
- Completes verification request forms from Housing Authority, Community Development Programs or other out-of-state inquiries.
- Responds to client emergencies and questions regarding program benefits. Provide guidance and direction to clients in reporting changes required by the ES programs.

- Provide telephone back-up for Economic Support workers by answering calls when workers are not available. Assist & collaborate with ES workers with non CARES related functions.
- Orders and updates agency forms and information pamphlets.
- Performs other duties as requested by supervisor.
- Collects incoming faxes & distributes these to designated recipient.
- Interview walk-in traffic if they need printed copies of CARES generated Notice of Decisions, wanting to turn in verification forms, or other documentation, and accept initial BadgerCare Plus fees and premium payments.
- Participates in ongoing training requirements for the Economic Support Resource Specialist. Completes annual Civil Rights training requirement.

**Additional Tasks and Responsibilities**

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this classification and may also be performed by other unit members.

- Codes and prepares all documents for scanning into electronic case file.
- Sorts and files documents. Retrieves documents and records.
- Reviews cross matches.
- Advises and refers clients to other resources and services.
- Schedules appointments.
- Advises clients in financial budgeting.

**Minimum Training and Experience Required to Perform Essential Job Functions**

High school diploma or equivalent required with one to two years general office and/or economic support experience in Human Services environment and strong computer skills preferred, or any combination of education and experience that provides equivalent knowledge, skills, and abilities. A valid Wisconsin motor vehicle operator's license or access to transportation required.

**Physical and Mental Abilities Required to Perform Essential Job Functions****Language Ability and Interpersonal Communication**

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to criteria/standards. Ability to compare, count, differentiate, measure and/or sort data and information. Ability to assemble, copy, record and transcribe data. Ability to classify, compute and tabulate data.
- Ability to advise and interpret how to apply policies, procedures and standards to specific situations. Ability to explain, demonstrate and clarify to others within complex and changing policies, procedures and standards. Ability to be resourceful and problem solve. Ability to understand and comply with confidentiality requirements.

- Ability to communicate effectively with people from diverse backgrounds and value systems in a supportive, non-judgmental manner, Department and Unit personnel, landlords, State Human Service agency personnel, Social Security personnel, insurance company personnel, medical services providers, employers, Clerk of Court personnel, law enforcement personnel, collection agency personnel, attorneys, nursing home personnel, morticians, child support agency personnel, schools, Health Department, ADRC and Day Care providers

**Mathematical Ability**

- General knowledge of basic accounting.

**Judgment and Situational Reasoning Ability**

- Ability to use functional reasoning development in performing activities within rational systems involving diversified work requiring exercise of judgment.
- Ability to apply situational reasoning ability by exercising judgment, decisiveness and creativity in situations involving the evaluation of information against sensory or judgmental criteria.

**Physical Requirements**

- Ability to coordinate eyes, hands, feet and limbs in performing semiskilled movements such as data entry. Ability to operate computer keyboard/typewriter, telephone, photocopier, computer printer,
- Ability to exert light physical effort in sedentary to light work. Ability to handle, finger and feel.

**Environmental Adaptability**

- Ability to work under moderately safe and comfortable conditions with exposure to potential violence.

Sauk County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

.....  
Employee's Signature

.....  
Supervisor's Signature

.....  
Date

.....  
Date

RESOLUTION NO. 93-12

APPROVING A REQUEST TO APPLY FOR AID TO LAW ENFORCEMENT WITH  
WISCONSIN HO-CHUNK LANDS WITHIN SAUK COUNTY

WHEREAS, Sauk County is a duly organized political subdivision of the State of Wisconsin, and has within its borders federally recognized Indian trust lands having significant Wisconsin Ho-Chunk population; and

WHEREAS, the State of Wisconsin and County of Sauk have joint responsibility for providing law enforcement aid under Wis. Stat. § 165.90 to help defray the costs of services provided upon said land.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors direct the Sauk County Sheriff's Department to make application to the State of Wisconsin, Department of Justice, for aid in the amount not to exceed the limit to defray costs to enforce the laws of the State of Wisconsin on Indian trust lands in the County of Sauk and to administer such grant monies under the grant guidelines.

For consideration by the Sauk County Board of Supervisors this 16<sup>th</sup> day of October, 2012

Respectfully submitted,

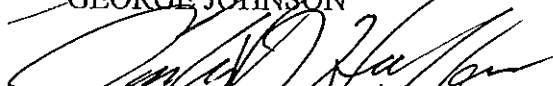
SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE

  
DONALD C. STEVENS, CHAIR

  
PETER TOLLAKSEN

  
GEORGE JOHNSON

  
DON NOBS

  
FREDERICK HALPHEN

Fiscal Note:

Anticipated revenues of \$25,000 in 2013, said amount was included in 2013 proposed budget.

MIS Note: No MIS impact.

KPB



RESOLUTION NO. 94-12

RESOLUTION ESTABLISHING THE  
2013 HEALTH INSURANCE PROGRAM FOR SAUK COUNTY

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

WHEREAS, pursuant to collective bargaining agreements and the Personnel Ordinance, effective January 1, 2013, Sauk County's contribution toward health insurance will be fixed at 88% for "Category 1" employees, 67.5% for "Category 2" employees and 50% for "Category 3" employees of the plan that offers comparable coverage as defined in said agreement, which is the HMO plan; and

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

WHEREAS, the Personnel Committee has reviewed the proposals submitted for the 2013 coverage by Dean Health Plan consisting of an HMO, a \$15 co-pay HMO and a Point of Enrollment, offering rates as follows:

2013 DEAN HEALTH PLAN INSURANCE RATES:

DEAN HMO: (3.69% increase) with \$10/\$30/\$50 (GENERIC/BRAND NAME) drug copay; \$125 ER copay:

Single.....	\$ 540.96	2 Over 65.....	\$1,027.82
Family.....	\$1,406.50	1 Over/1 Under 65 .....	\$1,054.87
1 over 65.....	\$ 513.91		

DEAN HMO CO-PAY: \$10/\$30/\$50 (GENERIC/BRAND NAME) drug copay; \$15 office visit co-pay; \$125 ER copay:

Single.....	\$ 513.72	2 Over 65.....	\$ 976.07
Family.....	\$1,335.67	1 Over/1 Under 65.....	\$1,001.75
1 Over 65 .....	\$ 488.03		

DEAN POINT OF ENROLLMENT: (\$200/\$600ded.) Plan Providers \$15 co-pay, \$10/\$30/\$50 (GENERIC/BRAND NAME) Non Plan Providers 80% after deductible, \$125 ER copay:

Single.....	\$ 647.82	2 Over 65.....	\$1,230.86
Family.....	\$1,684.33	1 Over/1 Under 65.....	\$1,263.25
1 Over 65 .....	\$ 615.43		

# RESOLUTION NO. 94-12

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

	88%	67.5%	50%
SINGLE	\$476.04	\$365.15	\$270.48
FAMILY	\$1,237.72	\$949.39	\$703.25

NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Health Insurance Program for 2013 be adopted and shall consist of the above mentioned plans.

For consideration by the Sauk County Board of Supervisors on October 16, 2012.

Respectfully submitted,

SAUK COUNTY PERSONNEL COMMITTEE:

TIM MEISTER - CHAIR

HENRY NETZINGER

PETER TOLLAISEN - VICE-CHAIR

SCOTT ALEXANDER

CAROL HELD, SECRETARY

HMO

## 2013 PROJECTED HEALTH INSURANCE COSTS\*

	2011 Projected	2012 Projected	Difference	% Change	Count	2011 Projected	2012 Projected	Difference
50% Fam	\$678.22	\$703.25	\$25.03	3.69%	0	\$0.00	\$0.00	\$0.00
50% Sngl	\$260.85	\$270.48	\$9.63	3.69%	2	\$6,260.40	\$6,491.52	\$231.12
67.5% Fam	\$915.59	\$949.39	\$33.80	3.69%	7	\$76,909.56	\$79,748.76	\$2,839.20
67.5% Sngl	\$352.15	\$365.15	\$13.00	3.69%	4	\$16,903.20	\$17,527.20	\$624.00
88% Fam	\$1,193.66	\$1,237.72	\$44.06	3.69%	407	\$5,829,835.44	\$6,045,024.48	\$215,189.04
88% Sngl	\$459.10	\$476.04	\$16.94	3.69%	99	\$545,410.80	\$565,535.52	\$20,124.72

\*FISCAL NOTE: The risk share claims experience for calendar year 2011 was approximately 124%. The risk share claims experience through August 31, 2012, is approximately 114%. However, for 2013, Dean Health Plan has eliminated the risk share arrangement as part of plan design changes. In addition, the 2013 rates are inclusive of the following plan design changes: prescription drug copay from \$5/\$15 to \$10/\$30/\$50; and emergency room copay from \$75 to \$125 (copay waived if admitted).

KPB

RESOLUTION NO. 95-12

*failed*

**RESOLUTION TO AUTHORIZE THE 2013 NON-REPRESENTED EMPLOYEES' SALARIES EFFECTIVE JANUARY 1, 2013**

**WHEREAS**, in accordance with Section 13.29 of the Personnel Ordinance, the Personnel Committee shall conduct an annual wage and salary review and make specific recommendations for changes in pay rates, fringe benefits and other conditions of employment to the County Board; and

**WHEREAS**, the Personnel and Finance Committees have reviewed cost of living increases in the surrounding areas, the Consumer Price Index, settlements in comparable counties and internal settlements; and

**WHEREAS**, the Personnel and Finance Committees believe it to be in the best interest of Sauk County to review the Sauk County Classification and Compensation Plan in coordination with the 2013 Budget planning cycle.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Classification and Compensation Plan for the non-represented employees be increased by 1.5% effective January 1, 2013, and merit increases be suspended for calendar year 2013.

For consideration by the Sauk County Board of Supervisors on October 16, 2012.

Respectfully submitted,

**SAUK COUNTY PERSONNEL COMMITTEE**

**SAUK COUNTY FINANCE COMMITTEE**

\_\_\_\_\_  
TIM MEISTER

\_\_\_\_\_  
PETER TOLLAKSEN

\_\_\_\_\_  
CAROL HELD

\_\_\_\_\_  
HENRY NETZINGER

\_\_\_\_\_  
SCOTT ALEXANDER

\_\_\_\_\_  
TOMMY BYCHINSKI

\_\_\_\_\_  
JASON LANE

\_\_\_\_\_  
WILLIAM WENZEL

\_\_\_\_\_  
JOAN FORDHAM

\_\_\_\_\_  
ANDREA LOMBARD

**FISCAL NOTE:** Excluding the potential impact of position changes, a 1.5% percent increase to the non-represented employee pay plan, effective January 1, 2013, will result in an estimated additional cost of \$160,589 (merit increases are suspended for 2013 for approximately 116 eligible employees) for approximately 163.29 full-time equivalent non-represented staff members whose salaries are indexed to the non-represented compensation plan. Since several positions are offset, all or in-part, by revenue sources other than the tax levy, the actual net-levy cost of this resolution is estimated to be \$114,811.

	<u>2013</u>	<u>2012 to 2013</u>	
		<u>\$ Change</u>	<u>% Change</u>
<b><u>Related to this action:</u></b>			
Wages, Overtime	9,216,631	138,143	1.52%
FICA/Medicare, Retire, Wk Comp - result of pay change	22,446	22,446	--
	9,239,077	160,589	
<b><u>Regardless of this action:</u></b>			
FICA/Medicare, Retire, Wk Comp - with no pay change	1,474,796	81,312	5.84%
Health (premium increase 3.7%) & Life Insurance	1,909,637	68,005	3.69%
	3,384,433	149,317	
Total Package Cost	12,623,510	309,906	2.52%

**\*Amended at the December 18, 2012 Sauk County Board of Supervisors Meeting**

**Minutes  
Sauk County Board of Supervisors - Annual Meeting  
Tuesday, November 20, 2012  
West Square Building, 505 Broadway, Room #328, Baraboo, Wisconsin**

**6:00 p.m., Public Hearing on the proposed 2013 Sauk County Budget** pursuant to §65.90 of the Wisconsin Statutes, for the purpose of soliciting comments from the public regarding the 2013 Sauk County Budget for County Operations:

**Convene Public Hearing on the proposed 2013 Sauk County Budget:** Marty Krueger, County Board Chair

**Budget Presentation:** Kathryn Schauf, Administrative Coordinator

**Public Comment on the proposed 2013 Sauk County Budget:**

- Neil Rainford, Madison WI Representing Sauk County Employees - AFSCME;  
Re: Wage increase for 2013

**Close Public Comment on the proposed 2013 Sauk County Budget:** At 6:28 p.m., with no further public comment requests, Marty Krueger, County Board Chair closed the public comment.

**Adjourn Public Hearing:** 6:28 p.m., Marty Krueger, County Board Chair, adjourned the Public Hearing.

The November 2012 Annual Meeting of the Sauk County Board of Supervisors was called to order immediately following the Public Hearing.

**Sauk County Board of Supervisors Annual Meeting  
6:28 p.m., call to order Annual Meeting.**

**Certify compliance with Open Meeting Law.**

**Roll call:** PRESENT: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Deltter, Wenzel, Stehling, Netzing, Fordham and Krueger. ABSENT: (0).

**Invocation and pledge of allegiance.**

MOTION (Ashford/Stehling) to adopt agenda allowing Thomas Klancnik, Attorney for Whyte Hirschboeck Dudek, LLC and Michael Scalise, Underwriter for Robert W. Baird Co. to address the board concurrent with consideration of Resolution 96-2012. Motion **carried unanimously.**

MOTION (Meister/Smoke) to approve minutes of previous session of October 16, 2012. Motion **carried unanimously.**

**Scheduled Appearances:** None.

**Public Comment:** None.

**Communications:**

- Wisconsin Dept. of Administration, Re: HUD requirements in administering the CDBG Program

- Waushara County Sheriff David Peterson, Re: Letter of recommendation for Hilbert Communication, LLC and Steve Schneider
- Copy of Table of Bond Documents
- CTIA Wireless Association electronic letter, Re: Further review of alternate funding programs at the state level available to providers seeking to establish wireless infrastructure and a memorandum from Todd Liebman, Corporation Counsel rendering guidance on CTIA's request as requested by Chairman Krueger
- Tower Ventures (TV6 Holdings LLC), Re: Letter acknowledging current and future interest in acquisition of towers should Sauk County approve the MDAR Bonds for this project
- Wisconsin County Mutual Insurance, Re: Letter acknowledging Sauk County's 2011 successful liability policy year and declaring a dividend payment to Sauk County in the amount of \$ 22,821.00

**Bills & referrals:** None.

**Claims:** None.

**Appointments:**

**Aging & Disability Resource Center Governing Board of Southwest Wisconsin North Regional Board:**

Citizen Member – 3 Year Term Expiring April 21, 2015  
Vern Demers (to fill unexpired term of Phyllis Johnson)

**Board Of Adjustment:**

Citizen Member – 3 Year Term Expiring June 30, 2015  
David M. Allen, Township Of Reedsburg (Re-appointment)

**Family Support/B3 Advisory Planning Committee:**

Community/Parent Members – 3 Year Term Expiring October 20, 2015  
Jeanne DeForest (Re-appointment)  
Megan Lowe  
Laura Thomas  
Maureen Cochrane

**Public Health Board:**

Citizen Members:  
Stacy Clement Zobel (Re-appointment) - 3 Year Term Expiring April 21, 2015  
Kenneth R. Carlson, FACHE (to fill unexpired term of Mary Burns, ending April 16, 2013)

**Sauk County Housing Authority:**

Citizen Member – 5 Year Term Expiring April 15, 2014 (to fill unexpired term of Paul Endres)  
Steve Bach

**MOTION (Carlson/Stehling) to approve all appointments. VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Dettler, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0) ABSENT: (0). Motion carried unanimously.**

**Unfinished Business:** None.

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

- Rebecca A. DeMars, County Clerk - Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None
- \*Marty Krueger, Chair, Economic Development Committee and Steve Schneider, Hilbert Communications: Re: Proposal of Hilbert Communications to utilize county authority and

- guarantee to issue Midwest Disaster Area Recovery Bonds. (Chair requests that report be concurrent with consideration of Resolution 96-2012.)
- Kerry Beghin, Controller - 3rd Quarter Financial Report
- Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.
- Marty Krueger, County Board Chair:
  - WCA County Ambassador Program (CAP)
  - 11/13/12 Meeting with Ho-Chunk President Jon Greendeer & Legislators *(letter on file)*
  - County Board Christmas Party
- Kathryn Schauf, Administrative Coordinator
  - RLF Update
- Timeline – Chapter 7 Revision

**Consent Agenda.** None.

**Resolutions & Ordinances:**

**COMMUNICATIONS INFRASTRUCTURE, ECONOMIC DEVELOPMENT AND FINANCE:**

**Resolution 96 - 2012 Final Resolution Regarding Unconditional County Guaranty Of Its Pro Rata Share, Intergovernmental Agreement And Midwestern Disaster Area Revenue Bond Financing for Bug Tussel Wireless, LLC Project.** MOTION (Fordham/Alexander). Discussion in support of and in opposition to the project, bond rating, contract responsibilities of Hilbert and Sauk County and the financial impact it could have on small wireless businesses. At this time, Steve Schneider of Hilbert Communications, Michael Scallise, Underwriter for Robert W. Baird Co. and Thomas Klancnik, Attorney for Whyte Hirschboeck Dudek, LLC responded to questions.

**MOTION (Bychinski/Lehman) for the previous question (to end discussion).** VOTE: AYE: (26) Smoke, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Polivka, Carlson, Peper, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (5) Kriegl, Dietz, Stevens, Halfen, Dettler. ABSENT: (0). Motion carried.

Chair Krueger reminded the board this resolution requires a three-quarters vote to be adopted.

**VOTE ON ORIGINAL MOTION: (Fordham/Alexander).** AYE: (20) Smoke, Kriegl, Hartje, Dietz, Held, Johnson, Tollaksen, Lane, Riek, Miller, Von Asten, Ashford, Nobs, Polivka, Carlson, Alexander, Dettler, Stehling, Fordham and Krueger. NAY: (11) Meister, Lehman, Bychinski, Fish, Dawson, Lombard, Stevens, Peper, Halfen, Wenzel and Netzing. ABSENT: (0). Motion failed.

**CONSERVATION, PLANNING AND ZONING:**

**Resolution 97 - 2012 Approving An Amendment To The Town Of Merrimac Zoning Ordinance To Permit The Keeping Of Chickens As Filed By The Town Of Merrimac.**

**MOTION (Ashford/Nobs).** VOTE: AYE: (27) Smoke, Kriegl, Meister, Hartje, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Polivka, Carlson, Halfen, Alexander, Dettler, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (4) Lehman, Dietz, Stevens and Peper. ABSENT: (0). Motion carried.

**Resolution 98 - 2012 Accepting The Plat Of The 3<sup>rd</sup> Addition To The Resting Green Cemetery.** MOTION (Lehman/Nobs). VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Dettler, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (0). Motion carried unanimously.

**EXECUTIVE & LEGISLATIVE:**

**Ordinance 14 - 2012 Establishing Fees to be Charged by the County Clerk for the Purchase of Marriage Licenses, Domestic Partnership Agreements and Waivers Thereof and Creating Sauk County Code § 30.08.** MOTION (Wenzel/Smoke). VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje,

Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2) Peper and Dettler. ABSENT: (0). Motion carried.  
*Ordinance 14-2012 effective upon passage pursuant to 59.02 (2), of the Wisconsin State Statutes, November 20, 2012.*

**EXECUTIVE & LEGISLATIVE AND LAW ENFORCEMENT & JUDICIARY:**

**Resolution 99 - 2012 Authorizing the Purchase of Replacement Servers for the Sheriff's Dispatch & Records Management System. MOTION (Stevens/Halfen).** Steve Pate, MIS Coordinator responded to questions relating to the age of current system, benefits of migrating from a physical server architecture to a virtual server architecture, details of the total purchasing cost and anticipated future maintenance costs. VOTE: AYE: (28) Smoke, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (3) Kriegl, Von Asten and Dettler. ABSENT: (0). Motion carried.

**HIGHWAY & PARKS:**

**Resolution 100 - 2012 County Aid For Bridge Construction Under § 82.08 Of The State Statutes. MOTION (Hartje/Meister).** VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (1) Dettler. ABSENT: (0). Motion carried.

**PERSONNEL:**

**Ordinance 16 - 2012 Sauk County Code Of Ordinances Temporarily suspending Section 13.22. MOTION (Meister/Tollaksen).** VOTE: AYE: (27) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Lombard, Nobs, Stevens, Polivka, Peper, Halfen, Alexander, Dettler, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (4) Riek, Von Asten, Ashford and Carlson. ABSENT: (0). Motion carried.  
*Ordinance 15-2012 effective upon passage pursuant to 59.02 (2), of the Wisconsin State Statutes, November 20, 2012.*

**PROPERTY AND INSURANCE:**

**Resolution 101 - 2012 Authorizing Issuance Of Quit Claim Deed To Certain Lands In The Town Of Woodland To Rosemary Ruby And Larry Ruby. MOTION (Riek/Hartje)** VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2) Peper and Dettler. ABSENT: (0). Motion carried.

**Resolution 102 - 2012 Approving Liability, Property And Workers Compensation Insurance Coverage, Carriers And Premiums For Sauk County From January 1, 2013 to January 1, 2014. MOTION (Riek/Miller).** Carl Gruber, Sauk County Safety Risk Manager, regarding comparison of last year and this year policy coverage's and premium's. VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Dettler, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (0). Motion carried unanimously.

**UW EXTENSION, ARTS, CULTURE:**

**Resolution 103 - 2012 Authorizing Reimbursement For Attendance At The Wisconsin Arts Board Regranting Workshop. MOTION (Stehling/Smoke).** VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Dettler, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (0). Motion carried unanimously.

Chair Krueger announced a 10 minute break at 9:30 P.M. Chair Krueger called to order at 9:40 P.M.

**MOTION (Wenzel/Peper) to bring back to the floor for discussion and reconsider Resolution 96 - 2012 without Sauk County's guaranty for the Midwestern Disaster Area Revenue Bonds.**  
**VOTE: AYE: (26) Smoke, Kriegl, Hartje, Lehman, Dietz, Held, Bychinski, Fish, Tollaksen, Lane, Riek, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Peper, Halfen, Alexander, Dettler, Wenzel, Stehling, Fordham and Krueger. NAY: (5) Meister, Johnson, Dawson, Carlson and Netzing.**  
**ABSENT: (0) Motion carried.**

Discussion regarding reconsidering the resolution without Sauk County's guaranty of the bonds. Todd Liebman, Corporation Counsel regarding length of time required to review and revise language involving multiple components of legal documents by all parties.

**MOTION (Fordham/Wenzel) to postpone to November 27, 2012 for reconsideration on the original motion of Resolution 96-2012. VOTE: AYE: (13) Smoke, Kriegl, Lehman, Dietz, Held, Riek, Miller, Nobs, Stevens, Peper, Halfen, Wenzel, Netzing, NAY: (18) Meister, Hartje, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Von Asten, Lombard, Ashford, Polivka, Carlson, Alexander, Dettler, Stehling, Fordham and Krueger. ABSENT: (0) Motion failed.**

Discussion continued in support of and opposition to consideration without county's guaranty of the bonds, county bond rate concerns, and comparison of current wireless plans.

**MOTION (Peper/Tollaksen) for the previous question (to end discussion). VOTE: AYE: (29) Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Dettler, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2) Smoke and Kriegl, ABSENT: (0). Motion carried.**

Chair Krueger reminded the board this resolution requires a three-quarters vote to be adopted.

**\* VOTE ON MOTION (Wenzel/Peper) to reconsider Resolution 96--2012 without Sauk County's guaranty for the Midwestern Disaster Area Revenue Bonds, VOTE ON ORIGINAL MOTION (Fordham/Alexander) to reconsider Resolution 96-2012 Final Resolution Regarding Unconditional County Guaranty Of Its Pro Rata Share, Intergovernmental Agreement And Midwestern Disaster Area Revenue Bond Financing for Bug Tussel Wireless, LLC Project. VOTE: AYE: (22) Smoke, Kriegl, Meister, Hartje, Dietz, Held, Johnson, Fish, Tollaksen, Lane, Riek, Miller, Von Asten, Ashford, Nobs, Polivka, Carlson, Alexander, Dettler, Stehling, Fordham and Krueger. NAY: (9) Lehman, Bychinski, Dawson, Lombard, Stevens, Peper, Halfen, Wenzel and Netzing. ABSENT: (0). Motion failed.**

#### **FINANCE:**

**Resolution 104 - 2012 Establishing Taxes to be Levied in Sauk County for The Year 2013.**  
**MOTION (Lane/Halfen) to place resolution on the floor for discussion. Discussion regarding proposed amendments; and budget process.**

**MOTION (Dietz/Kriegl) to amend resolution 104-2012 to reduce levy for MIS line by \$ 51,170.00 in the Sheriff's Department. Discussion in support of and in opposition to amendment.**

**MOTION (Netzing/Lombard) for the previous question (to end discussion on motion to amend). VOTE: AYE: (28) Smoke, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Dettler, Stehling, Netzing, Fordham and Krueger. NAY: (3) Kriegl, Dietz and Wenzel. ABSENT: (0). Motion carried.**



**VOTE on motion to amend Resolution 104-2012 reducing levy by \$ 51,170.00 for the MIS line in the Sheriff's Department.** AYE: (7) Kriegl, Dietz, Bychinski, Riek, Miller, Von Asten, and Dettler.

NAY: (24) Smoke, Meister, Hartje, Lehman Held, Johnson, Fish, Tollaksen, Lane, Dawson, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. ABSENT: (0). Motion failed.

**MOTION (Hartje/Carlson) to amend resolution 104-2012 to increase the levy in the amount of \$ 142,597.00.** Discussion in support of and opposition to amendment raising concern over any reduction in tax levy could potentially set an artificial low base which could cause a deficit in 2014.

**MOTION (Bychinski/Tollaksen) for the previous question (to end discussion on the motion to amend).** VOTE: AYE: (27) Smoke, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Dettler, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (4) Kriegl, Dietz, Von Asten and Halfen. ABSENT: (0). Motion carried.

**VOTE on motion to amend Resolution 104-2012 to increase the levy in the amount of \$ 142,597.00.** AYE: (18) Smoke, Meister, Hartje, Bychinski, Fish, Tollaksen, Dawson, Miller, Von Asten, Lombard, Ashford, Polivka, Carlson, Peper, Wenzel, Stehling, Netzing and Fordham. NAY: (13) Kriegl, Lehman, Dietz, Held, Johnson, Lane, Riek, Nobs, Stevens, Halfen, Alexander, Dettler and Krueger. ABSENT: (0). Motion carried.

**MOTION (Von Asten/Smoke) to amend Resolution 104-2012 to add 1% to all employees pay (except sworn and elected) increasing the tax levy in the amount of \$ 231,000.00.**

Supervisor Nobs recused himself from discussion and voting on this amendment. Discussion regarding increase to tax levy, current suspension of merit pay increases for non-represented, 0 % increases for current and past years for union groups and the need for a classification and compensation analysis.

**VOTE on motion to amend.** AYE: (3) Smoke, Miller and Von Asten. NAY: (27) Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Lombard, Ashford, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Dettler, Wenzel, Stehling, Netzing, Fordham and Krueger. ABSENT: (1). Nobs. Motion failed.

**MOTION (Kriegl/Dietz), to amend Resolution 104-2012 requiring the use of a vacancy factor re-allocation between the Sheriff, Human Services and Highway Departments.** Discussion regarding clarification of this vacancy factor re-allocation request, management's role in adhering to budget specific expense line items.

**MOTION (Stehling/Lehman) for the previous question, (to end discussion on motion to amend).** VOTE: AYE: (27) Smoke, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Dettler, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (4) Kriegl, Dietz, Riek and Von Asten. ABSENT: (0). Motion carried.

**VOTE on motion to amend Resolution 104-2012 requiring the use of a vacancy factor re-allocation between the Sheriff, Human Services and Highway Departments.** AYE: (5) Smoke, Kriegl, Dietz, Riek and Miller. NAY: (26) Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Dettler, Wenzel, Stehling, Netzing, Fordham and Krueger. ABSENT: (0). Motion failed.

**MOTION (Tollaksen/Stehling) to end discussion on proposed budget as amended.**

VOTE: AYE: (20) Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Wenzel, Stehling, Netzing and Fordham.

NAY: (11) Smoke, Kriegl, Dietz, Riek, Miller, Von Asten, Lombard, Halfen, Alexander, Dettler and Krueger. ABSENT: (0). Motion \*carried, failed. \*Discussion was improperly ended.

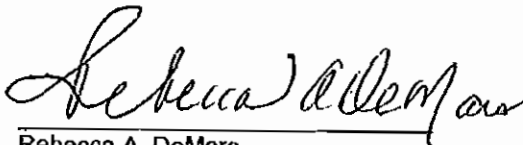
MOTION (Lane/Halfen), to adopt resolution 104-2012 establishing taxes to be levied for the year 2013 as amended. VOTE: AYE: (26) Smoke, Melster, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (5) Kriegl, Dietz, Riek, Von Asten and Deller. ABSENT: (0). Motion carried.

Resolution 104-2012 Establishing Taxes to be Levied in Sauk County for The Year 2013, as amended, carried.

- levy rate, including special purpose levies, of \$4.66 per \$1,000.00
- total levy dollars raised of \$28,531,297

Adjournment to a date certain: 12:05 p.m., MOTION (Ashford/Lane), to adjourn until Tuesday, December 18, 2012 @ 6:00 p.m. Motion carried unanimously.

Respectfully,



Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: December 18, 2012

State Of Wisconsin) County of Sauk) I certify that the above is a true and correct copy of the November 20, 2012 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

Original documents & CD recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286

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

CD on file in the County Clerk's Office and on website: [https://www.co.sauk.wi.us/counyboard/s/everyone/cty-bd\\_min/2012/ctybdANNUALMINUTESNovember202012.doc](https://www.co.sauk.wi.us/counyboard/s/everyone/cty-bd_min/2012/ctybdANNUALMINUTESNovember202012.doc)



## Accounting Department

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

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E-Mail: [kbeghin@co.sauk.wi.us](mailto:kbeghin@co.sauk.wi.us)

To: Sauk County Board of Supervisors  
Date: November 1, 2012  
About: September 2012 3rd Quarter Financial Report – 75.00% of Year

Attached are some highlights related to the September 2012 financial report.

### Revenues

Revenues tend to be more cyclical in nature than expenses. Many of Sauk County's grants and aids, the largest revenue source after property tax levy, are paid on a reimbursement basis. Many grant dollars received in January and February are for prior year services, and are allocated back to 2011. Other grants not yet received include: 2008 flood aid (\$250,000), state transportation aids (\$332,000), state shared revenues (\$606,000), the federal Economic Development Authority grant fiber optics extension (\$637,000), various conservation grants (\$643,000), and housing rehabilitation aid (\$330,000). Intergovernmental charges include MIS charges to departments, which are lagging budget due to large projects being completed later in the year. There is a corresponding lag in the related expenses. Other taxes exceed budget due to strong interest collected on delinquent taxes. Miscellaneous revenues exceed budget due to principal and interest payments on CDBG loans being higher than their conservative budget estimates.

Overall, 69.10% of annual revenues have been recognized through September. The following chart is in order of budgeted magnitude of dollars, and excludes both property taxes which are recorded 1/12<sup>th</sup> every month, and transfers between Sauk County funds which have an equal offsetting expense. Note that sales tax (discussed in more detail later) lags by one month.

Revenues	2012 Annual Budget	Actual through September 2012	Favorable / (Unfavorable)	% of Budget
Grants & Aids	17,479,391	11,194,905	(6,284,486)	64.05%
User Fees	8,837,426	6,317,549	(2,519,877)	71.49%
Sales Tax	6,852,601	5,064,713	(1,787,888)	73.91%
Intergovernmental Charges	6,612,802	4,449,689	(2,163,113)	67.29%
Other Taxes	772,650	891,464	118,814	115.38%
Fines, Forfeitures & Penalties	689,500	448,045	(241,455)	64.98%
Licenses & Permits	291,365	228,362	(63,004)	78.38%
Rent	218,114	189,948	(28,166)	87.09%
Interest	138,320	132,059	(6,261)	95.47%
Donations	132,500	48,145	(84,355)	36.34%
Miscellaneous	131,415	166,709	35,294	126.86%
Total	42,156,084	29,131,587	(13,024,497)	69.10%

Property taxes are due on January 31 and are collected by local treasurers through that date. After January 31, all collections become the responsibility of the County. By August 15, Sauk County must make full payment to all the other taxing jurisdictions without regard to what has been collected. Outstanding taxes as of July 31, 2012 follow. This means uncollected delinquent taxes due to Sauk County equal \$4,524,798. Of this total, about 25% (or \$1,111,000) was originally levied to fund County operations. The remaining 75% was originally levied by schools and other local governments. The second installment of the 2011 levy, collected 2012 was due July 31, 2012.

Levy Year	Collection Year	County Tax Rate	County Levy	County-Wide Levy	Uncollected Taxes as of October 31, 2012	Percent of County-Wide Levy Collected
2011	2012	\$4.54	28,531,297	121,315,933	2,448,738	97.98%
2010	2011	\$4.42	28,531,297	122,553,732	1,350,849	98.90%
2009	2010	\$4.34	28,659,120	115,574,314	630,182	99.45%
2008	2009	\$4.18	27,714,671	111,860,501	80,150	99.93%
2007	2008	\$4.06	25,805,357	102,211,966	11,561	99.99%
2006	2007	\$4.13	24,802,350	97,232,872	3,180	100.00%
2005	2006	\$4.39	23,884,930	94,527,243	138	100.00%
					4,524,798	
Uncollected Taxes as of October 31, 2011					4,600,031	

Sales tax receipts lag the month of sale by two months. For instance, for sales made at stores during January, vendors report and remit the sales tax to the State at the end of February, the State processes the information throughout March, and the County receives its payment at the end of March or possibly even the first part of April. Therefore, the County's financial reports as of the end of September only contain sales made through August. Further, sales tax is not at all received equally each month through the year. Summer receipts and the December holidays are higher. Sauk County increased its sales tax budget for 2012 by 3.26%, up to \$6,852,601. Adjusting the budget for historical seasonal receipts, 2012 sales tax collections are slightly above budget at this point.

Sales Tax Payment Month	Sales Tax Sales Month	2007	2008	2009	2010	2011	2012	Avg 2006-2011 Cumulative % of Year	Actual 2012 Cumulative % of Budget
March	January	427,012.08	497,959.79	466,080.10	503,592.58	466,343.03	435,158.73	6.65%	6.35%
April	February	467,086.40	440,630.56	451,861.42	525,719.94	479,794.31	449,639.66	13.68%	12.91%
May	March	578,124.33	589,428.08	543,909.32	497,682.15	500,584.18	641,470.31	21.22%	22.27%
June	April	559,399.19	508,989.20	542,094.79	556,632.03	628,589.56	587,498.00	29.06%	30.85%
July	May	542,694.08	614,333.50	614,770.21	590,376.04	564,720.52	486,110.02	37.23%	37.94%
August	June	744,360.29	790,042.91	612,591.97	661,728.04	735,164.71	912,510.03	47.30%	51.26%
September	July	759,561.91	788,854.53	872,504.39	930,470.23	891,757.28	771,294.38	59.33%	62.51%
October	August	802,476.13	849,137.52	671,478.67	742,700.59	678,283.24	781,031.61	69.60%	73.91%
November	September	647,566.21	598,392.51	529,000.33	608,400.34	604,863.86		78.59%	
December	October	430,266.88	474,902.16	496,002.65	515,568.39	557,606.98		85.76%	
January	November	469,094.72	556,097.80	444,099.69	472,358.91	425,286.44		92.43%	
February	December	547,846.13	474,704.21	412,033.15	537,727.39	607,925.15		100.00%	
Sales Tax Collected		6,975,488.35	7,183,472.77	6,656,426.69	7,142,956.63	7,140,919.26	5,064,712.74		

#### Expenditures

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

Overall, 65.57% of annual expenditures have been recognized through September. The following chart is in order of budgeted magnitude of dollars, and excludes both debt service and transfers between Sauk County funds which have equal offsetting revenues. Labor benefits are outpacing wages and salaries due to the timing of health insurance charges in the payrolls. This report through September contains ten months of health insurance, an additional \$515,000.

Expenditures	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Supplies & Services	31,351,376	18,615,518	12,735,858	59.38%
Wages & Salaries	27,005,303	19,452,904	7,552,399	72.03%
Labor Benefits	11,234,366	8,257,519	2,976,847	73.50%
Capital Outlay	4,391,678	2,183,642	2,208,036	49.72%
Total	73,982,723	48,509,583	25,473,140	65.57%

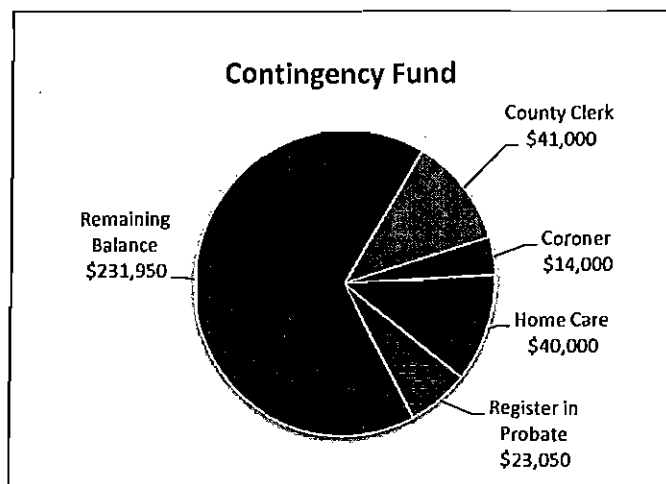
#### Current Sauk County 2012 Financial Position

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

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

Selected Line Items as of September 30, 2012	2009 Total for Year	2010 Total for Year	2011 Total for Year	2012 Annual Budget	Actual through September 2012	Avg 2008- 2011	2012 % of Budget
Interest Collected on Delinquent Taxes	881,581	1,250,138	1,270,132	600,000	773,506	73%	129%
Land Use Permits	79,530	71,544	51,508	60,000	56,148	74%	94%
Sanitary Permits	99,475	61,010	54,920	60,000	44,100	71%	74%
Real Estate Transfer Tax	210,575	187,555	176,126	165,000	114,701	72%	70%
Register of Deeds Filing Fees	287,829	319,220	371,726	315,000	254,759	73%	81%
Interest Earned on Investments	375,862	248,078	171,874	100,000	98,941	81%	99%

The County has a contingency fund of \$350,000 from which to transfer funds to department budgets. A transfer is needed if a department experiences revenue shortfalls or expenditure overages and the budget cannot be internally adjusted by alternate expenditure cuts or revenue enhancements. Department managers work with their oversight committees to determine the best course of action when this situation occurs. Currently, the Finance Committee has heard from four departments that may potentially require a transfer from the contingency fund. The amounts listed are the maximum transfer required, and some of the departments have noted that the amount will likely be less.



Cash balances remain strong and steady, and the Treasurer is maintaining ample reserves for the County.

#### In Conclusion

In your role as oversight committee members, remain mindful of current and future indications that funding is changing, particularly from the State and Federal governments. Department managers provide you with monthly updates of budget position and statistics that can be leading indicators of changes to the status quo. Even with 2013 budget development nearly complete, program review should *never* be complete to make sure Sauk County is providing those services most vital to those most in need. Changes to business as usual are often extremely difficult and take considerable time to implement.

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

Sauk County Financial Report  
as of September 30, 2012  
Percent of Year Complete

	General Government				Justice & Public Safety				Public Works				Health & Human Services			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
<b>Revenues</b>																
Property Taxes	(\$933,275)	(\$699,956)	(\$233,319)	75.00%	\$13,230,604	\$9,922,553	(\$3,307,651)	75.00%	\$3,840,237	\$2,880,178	(\$960,059)	75.00%	\$11,055,771	\$8,291,828	(\$2,763,943)	75.00%
Other Taxes	772,650	891,464	118,814	115.38% A	0	0	0	--	0	0	0	--	0	0	0	--
Sales Tax	6,852,601	5,064,713	(1,787,886)	73.91% *	0	0	0	--	0	0	0	--	0	0	0	--
Grants & Aids	864,578	325,850	(538,628)	37.70% B	2,516,295	2,195,172	(321,123)	87.24%	1,441,021	1,023,579	(417,442)	71.03%	10,896,984	7,352,414	(3,544,570)	68.73%
Licenses & Permits	14,700	12,260	(2,441)	83.40%	100	180	80	180.00%	0	0	0	--	71,465	68,099	(3,366)	95.29%
Fines, Forfeitures & Penalties	2,000	635	(1,365)	31.73%	584,000	366,064	(197,936)	64.80%	0	0	0	--	118,500	78,356	(40,144)	66.12%
User Fees	604,600	473,863	(130,737)	78.34%	1,049,850	727,613	(322,037)	69.32%	163,358	112,238	(51,120)	68.71%	8,579,010	4,838,971	(2,039,039)	70.38%
Intergovernmental Charges	2,360,634	1,225,790	(1,134,844)	51.93% C	534,800	840,825	106,125	119.84% D	3,840,090	2,538,995	(1,107,095)	69.84%	56,410	33,046	(23,364)	58.58%
Donations	0	0	0	--	0	5,980	5,980	--	0	0	0	--	132,500	40,120	(92,380)	30.26% F
Interest	101,659	101,659	200	100.20%	1,500	0	(1,500)	0.00%	18,000	10,360	(7,620)	57.67%	210	8	(204)	2.70%
Rent	216,114	189,948	(26,166)	87.06%	0	0	0	--	0	0	0	--	0	0	0	--
Miscellaneous	8,720	7,373	(1,347)	84.58%	64,000	78,314	14,314	122.37%	0	0	0	--	1,600	6,581	5,081	417.56%
Transfers from Other Funds	600,000	1,339,788	739,788	223.30%	0	0	0	--	0	0	0	--	512,414	384,311	(128,103)	75.00%
<b>Total Revenues</b>	<b>11,466,961</b>	<b>8,933,486</b>	<b>(2,533,485)</b>	<b>77.91%</b>	<b>17,960,949</b>	<b>13,937,161</b>	<b>(4,023,788)</b>	<b>77.60%</b>	<b>9,106,706</b>	<b>6,565,370</b>	<b>(2,543,336)</b>	<b>72.08%</b>	<b>26,524,864</b>	<b>21,094,832</b>	<b>(5,430,032)</b>	<b>71.45%</b>
<b>Expenses / Expenditures</b>																
Wages & Salaries	2,717,841	1,994,211	723,730	73.37%	8,870,480	6,269,611	2,570,869	71.02%	2,779,223	1,931,237	847,986	69.49%	11,721,126	8,565,265	3,155,861	73.08%
Labor Benefits	858,408	662,244	196,165	77.15%	3,962,734	3,000,001	862,733	75.71%	1,153,005	823,611	329,394	54.09% E	4,947,105	3,734,324	1,212,781	75.49%
Supplies & Services	3,491,252	2,081,723	1,409,529	59.63% C	5,810,652	3,415,736	2,494,916	57.79%	5,385,653	3,816,647	1,567,006	70.90%	12,755,231	7,204,758	5,550,473	56.48% G
Debt Service - Principal	0	0	0	--	0	0	0	--	0	0	0	--	N/A	N/A	N/A	N/A
Debt Service - Interest	0	0	0	--	0	0	0	--	0	0	0	--	512,413	385,488	125,025	75.43%
Capital Outlay	1,958,362	427,097	1,531,265	21.81%	309,000	841,469	(332,469)	207.60%	650,000	430,103	219,897	66.17%	85,880	39,717	26,163	60.26%
Transfers to Other Funds	2,811,924	1,971,846	840,078	75.49%	145,000	108,750	36,250	75.00%	0	0	0	--	600,000	1,339,788	(739,788)	223.30%
<b>Total Expenditures</b>	<b>11,637,888</b>	<b>7,137,121</b>	<b>4,500,767</b>	<b>61.33%</b>	<b>19,197,866</b>	<b>13,465,587</b>	<b>5,732,299</b>	<b>70.14%</b>	<b>9,967,681</b>	<b>6,803,568</b>	<b>3,164,283</b>	<b>68.26%</b>	<b>30,801,755</b>	<b>21,270,340</b>	<b>9,331,415</b>	<b>69.51%</b>
<b>Functional Expenditures as % of Total</b>	<b>14.48%</b>	<b>13.55%</b>			<b>23.90%</b>	<b>25.56%</b>			<b>12.41%</b>	<b>12.91%</b>			<b>36.10%</b>	<b>40.37%</b>		
<b>Net Increase/(Decrease) in Fund Balances</b>	<b>(\$170,907)</b>	<b>\$1,796,365</b>	<b>\$1,967,272</b>		<b>(\$1,236,917)</b>	<b>\$471,614</b>	<b>\$1,708,531</b>		<b>(\$859,175)</b>	<b>(\$238,228)</b>	<b>\$620,947</b>		<b>(\$1,076,891)</b>	<b>(\$175,508)</b>	<b>\$801,383</b>	

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

\* Sales tax receipts lag the month of sale on this report by one month. This September report is through August sales (69.60% as seasonally adjusted).

A Interest collected on delinquent taxes greater than budgeted

B Grants & Aids are primarily shared revenues (\$712,578) which are received are received 15% in July and 85% in November

C MIS charges to departments lag budget due to large projects being completed later in the year

D Charges for housing prisoners from other jurisdictions have already exceeded the annual budget

E Year to date benefit allocation based on 2011 fixed rate, adjusted at year end

F ADRC and Public Health donations lagging budget

G Human Services expenses lagging budget

Sauk County Financial Report  
as of September 30, 2012  
Percent of Year Complete

75.00%	Conservation, Development, Recreation, Culture & Education				Capital Projects				Debt Service				Totals			
	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget	Budget	Actual	Favorable / (Unfavorable)	% of Budget
<b>Revenues</b>																
Property Taxes	\$1,087,990	\$815,970	(\$271,990)	75.00%			\$0	—	\$250,000	\$187,500	(\$62,500)	75.00%	\$28,531,297	\$21,398,473	(\$7,132,824)	75.00%
Other Taxes	0	0	0	—			0	—			0	—	772,650	891,464	118,814	115.38%
Sales Tax	0	0	0	—			0	—			0	—	8,852,601	5,064,713	(1,787,888)	73.91%
Grants & Aids	1,323,658	297,789	(1,025,867)	22.50% H	636,857	0	(636,857)	0.00% K			0	—	17,479,381	11,194,905	(6,284,486)	64.05%
Licenses & Permits	205,100	147,823	(57,277)	72.07%			0	—			0	—	281,365	228,382	(53,004)	78.38%
Fines, Forfeitures & Penalties	5,000	2,990	(2,010)	59.80%			0	—			0	—	686,500	448,045	(241,455)	64.98%
User Fees	140,808	164,065	23,257	116.52% I			0	—			0	—	8,837,426	5,317,549	(2,519,877)	71.49%
Intergovernmental Charges	14,888	10,933	(3,935)	73.53%			0	—			0	—	8,812,802	4,449,889	(2,163,113)	67.29%
Donations	0	2,065	2,065	—			0	—			0	—	132,500	48,145	(84,355)	36.34%
Interest	13,951	15,581	2,710	119.42%			0	—	3,000	3,153	153	105.11%	138,320	132,059	(6,261)	95.47%
Rent	0	0	0	—			0	—			0	—	218,114	189,948	(28,166)	87.09%
Miscellaneous	57,095	74,341	17,246	130.21%			0	—			0	—	131,415	166,709	35,294	126.88%
Transfers from Other Funds	31,788	32,607	819	102.58%	51,611	51,611	0	100.00%	2,192,899	1,644,674	(548,225)	75.00%	3,388,712	3,452,990	64,278	101.90%
<b>Total Revenues</b>	<b>2,880,228</b>	<b>1,565,243</b>	<b>(1,314,983)</b>	<b>54.34%</b>	<b>688,468</b>	<b>51,611</b>	<b>(636,857)</b>	<b>7.50%</b>	<b>2,445,899</b>	<b>1,835,327</b>	<b>(610,572)</b>	<b>75.04%</b>	<b>74,076,093</b>	<b>53,983,051</b>	<b>(20,093,042)</b>	<b>72.88%</b>
<b>Expenses / Expenditures</b>																
Wages & Salaries	918,533	682,581	253,952	72.29%			0	—			0	—	27,005,303	19,452,904	7,552,399	72.03%
Labor Benefits	313,113	237,339	75,774	75.80%			0	—			0	—	11,234,366	8,257,519	2,976,847	73.50%
Supplies & Services	3,808,588	2,094,653	1,713,935	55.00% J			0	—			0	—	31,351,376	16,815,516	12,735,858	59.38%
Debt Service - Principal	0	0	0	—			0	—	1,770,000	0	1,770,000	0.00%	1,770,000	0	1,770,000	0.00%
Debt Service - Interest	0	0	0	—			0	—	875,899	337,781	338,118	49.98%	1,188,312	724,269	464,043	60.95%
Capital Outlay	478,732	28,492	452,240	5.53%	928,704	818,764	310,940	86.55%			0	—	4,381,678	2,183,642	2,208,036	49.72%
Transfers to Other Funds	31,788	32,607	(819)	102.58%			0	—			0	—	3,388,712	3,452,990	(64,278)	101.90%
<b>Total Expenditures</b>	<b>5,548,754</b>	<b>3,053,671</b>	<b>2,495,083</b>	<b>55.03%</b>	<b>929,704</b>	<b>818,764</b>	<b>310,940</b>	<b>86.55%</b>	<b>2,445,899</b>	<b>337,781</b>	<b>2,108,118</b>	<b>13.81%</b>	<b>80,329,747</b>	<b>52,668,842</b>	<b>27,642,905</b>	<b>65.69%</b>
<b>Functional Expenditures as % of Total</b>	<b>5.91%</b>	<b>5.80%</b>			<b>1.18%</b>	<b>1.17%</b>			<b>3.04%</b>	<b>0.64%</b>			<b>100.00%</b>	<b>100.00%</b>		
<b>Net Increase/(Decrease) in Fund Balances</b>	<b>(\$2,868,528)</b>	<b>(\$1,488,428)</b>	<b>\$1,180,100</b>		<b>(\$241,236)</b>	<b>(\$587,153)</b>	<b>(\$325,917)</b>		<b>\$0</b>	<b>\$1,497,547</b>	<b>\$1,497,547</b>		<b>(\$6,253,654)</b>	<b>\$1,298,208</b>	<b>\$7,549,863</b>	

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

H. Conservation grants (\$800,000+) received late in the year after expenditures made

I. Parks entrance and camping fees higher than expected. Farm rents not received evenly through the year.

J. Amounts budgeted for dam repairs (\$154,000), CDBG loan issuance (\$575,000), private septic grants (\$100,000) and CPZ carryforwards (\$275,000) not spent

K. Economic Development Authority grant for fiber optics extension reimbursed only after County match expended

## SAUK COUNTY FINANCIAL REPORT (Unaudited)

September 30, 2012

Percent of Year Complete

75.00%

Department / Account Title	2012 Expense Budget Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	2012 Revenue Budget Excluding Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	Department Net Favorable / (Unfavorable) to Budget
General Fund Property Tax	0	0	--	-5,360,032	-4,020,024	75.00%	1,340,008
Miscellaneous Sales Tax	0	0	--	130	125	96.05%	(5)
County Sales Tax	0	0	--	6,852,601	5,064,713	73.91%	(1,787,888)
Shared Revenue	0	0	--	712,578	108,887	15.00%	(605,691)
Computer Aid	0	0	--	70,000	93,656	133.80%	23,656
Indirect Cost Reimbursement	0	0	--	128,171	96,128	75.00%	(32,043)
Arts & Humanities Grants	0	0	--	10,000	7,010	70.10%	(2,990)
Interest on Loan Payments	0	0	--	159	159	100.21%	0
Rent of County Buildings	0	0	--	75,384	59,813	79.10%	(15,571)
Sale of County-Owned Property	0	0	--	0	1,956	--	1,956
Miscellaneous Revenues	0	0	--	1,000	518	51.61%	(484)
Transfer from Human Services	0	0	--	0	917,329	--	917,329
Transfer from Health Care Center	0	0	--	600,000	422,459	70.41%	(177,541)
Miscellaneous Expenses	200	5,112	2555.98%	0	0	--	(4,912)
Charitable/Penal Fines, Misc	1,811	1,611	100.01%	0	0	--	(0)
Contingency Fund	350,000	0	0.00%	0	0	--	350,000
Baraboo-Dells Airport	4,100	4,100	100.00%	0	0	--	0
Reedsburg Airport	4,100	4,100	100.00%	0	0	--	0
Sauk Prairie Airport	4,100	4,100	100.00%	0	0	--	0
Tri-County Airport	15,655	15,665	100.06%	0	0	--	(10)
Wisconsin River Rail Transit	26,520	26,520	100.00%	0	0	--	0
Sauk County Libraries	951,893	951,952	100.01%	0	0	--	(59)
Arts & Humanities	78,146	73,371	93.89%	0	0	--	4,775
UW-Baraboo / Sauk County	80,000	80,000	100.00%	0	0	--	0
Sauk County Development Corp	67,526	87,528	100.00%	0	0	--	0
Transfer to Capital Projects	51,611	51,611	100.00%	0	0	--	0
Transfer to Debt Service Fund	2,047,889	1,535,924	75.00%	0	0	--	511,975
Transfer to Health Care Center (for debt service)	512,414	384,311	75.00%	0	0	0.00%	126,103
<b>TOTAL GENERAL FUND NON-DEPARTMENTAL</b>	<b>4,195,977</b>	<b>3,206,105</b>	<b>76.41%</b>	<b>3,089,971</b>	<b>2,750,528</b>	<b>89.01%</b>	<b>650,429</b>
County Board	137,300	104,627	76.20%	137,300	102,975	75.00%	(1,652)
Clerk of Courts	1,235,530	851,907	68.95%	1,235,530	891,739	72.17%	39,833
Circuit Courts	611,115	417,315	68.29%	811,115	507,803	63.11%	90,588
Court Commissioner	228,837	164,719	71.98%	223,775	170,850	76.35%	11,193
Register in Probate	158,488	104,938	66.21%	158,488	103,789	65.49%	(11,147)
Accounting	449,494	348,098	77.44%	444,494	335,423	75.46%	(7,675)
County Clerk / Elections	350,283	291,703	83.28%	346,683	259,322	74.76%	(28,981)
Personnel	383,928	236,172	61.51%	343,493	257,472	74.96%	61,735
Treasurer	599,861	372,229	62.07%	519,661	791,208	152.25%	498,979
Register of Deeds	219,083	140,212	64.01%	217,563	178,296	81.95%	39,586
District Attorney / Victim Witness	436,932	318,475	73.12%	436,932	332,188	76.03%	12,711
Corporation Counsel	564,282	413,215	73.23%	564,282	436,162	77.30%	22,947
Surveyor	80,448	55,964	69.57%	80,448	60,338	75.00%	4,372
Building Services	3,103,132	1,651,694	53.23%	2,512,158	1,900,463	75.65%	839,746
Sheriff	12,924,923	9,417,171	72.86%	12,828,014	9,857,258	76.84%	536,997
Coroner	147,394	116,537	79.06%	147,394	110,545	75.00%	(5,991)
Emergency Management	175,043	124,051	70.87%	175,043	125,861	71.90%	1,810
Administrative Coordinator	219,880	151,232	68.84%	162,360	121,785	75.00%	27,653
Management Information Systems	2,706,100	1,377,928	50.92%	2,490,483	1,391,271	55.86%	228,960
Public Health	907,749	624,052	68.75%	866,355	632,241	72.96%	49,584
Home Nursing	709,018	537,215	75.77%	708,848	385,318	51.66%	(169,726)
WIC	395,598	243,713	61.61%	324,042	232,027	71.60%	59,670
Environmental Health	276,351	188,026	68.04%	256,291	171,208	66.80%	3,240
Child Support	849,114	643,813	75.82%	849,114	549,729	64.74%	(94,084)
Veterans Service	217,524	159,981	73.54%	204,223	158,042	76.41%	9,382
Parks	562,426	243,134	43.23%	290,801	229,084	70.81%	257,895
Conservation, Planning & Zoning	2,269,181	870,183	38.35%	1,594,432	721,327	45.24%	525,873
UW Extension	338,614	240,221	70.94%	317,909	244,434	76.69%	24,918
<b>TOTAL GENERAL FUND</b>	<b>35,453,145</b>	<b>23,815,805</b>	<b>68.61%</b>	<b>32,135,260</b>	<b>23,986,764</b>	<b>74.64%</b>	<b>3,689,044</b>
Aging & Disability Resource Center	1,743,288	1,193,384	68.45%	1,623,418	1,404,978	66.54%	331,484
Human Services	15,404,235	10,439,077	67.77%	15,109,135	10,809,273	71.54%	665,296
Jail Fund	145,000	106,750	75.00%	145,000	87,340	60.23%	(21,410)
Land Records Modernization	316,041	193,823	61.33%	150,000	118,269	77.53%	88,507
Landfill Remediation	179,900	55,151	30.66%	25,200	13,943	55.33%	113,492
Drug Seizures	16,500	5,371	29.03%	1,500	0	0.00%	11,629
Community Development Block Grant	592,198	202,061	34.12%	66,436	90,461	132.18%	412,182
CDBG Flood Recovery Small Business	31,766	32,607	102.58%	31,788	32,807	102.58%	0
CDBG Emergency Assistance Program	2,451,851	1,499,394	61.16%	1,998,158	1,749,711	87.57%	703,810
CDBG Housing Rehabilitation	577,000	292,614	50.71%	577,000	247,350	42.67%	(45,264)
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>21,459,601</b>	<b>14,022,211</b>	<b>65.34%</b>	<b>19,729,635</b>	<b>14,551,952</b>	<b>73.78%</b>	<b>2,259,787</b>



## SAUK COUNTY FINANCIAL REPORT (Unaudited)

September 30, 2012

Percent of Year Complete

75.00%

2012 Expense  
BudgetExcluding Addition  
to Fund BalanceYear-to-Date  
Expenses% of  
Budget2012 Revenue  
Budget ExcludingCarryforwards,  
or Fund Bal UseYear-to-Date  
Revenues% of  
BudgetDepartment Net  
Favorable /(Unfavorable)  
to Budget

Department / Account Title

BUILDING PROJECTS FUND	929,704	618,764	66.55%	688,468	51,611	7.50%	(325,917)
DEBT SERVICE FUND	2,445,899	337,781	13.81%	2,445,899	1,835,327	75.04%	1,497,547
HEALTH CARE CENTER FUND	9,930,324	7,079,004	71.29%	9,554,473	6,752,142	70.67%	48,989
Highway	9,733,508	6,693,963	68.77%	9,083,506	6,551,427	72.12%	507,464
Insurance	72,050	54,418	75.53%	127,923	34,135	26.68%	(76,156)
Workers Compensation	279,964	245,980	87.86%	279,964	197,818	70.66%	(46,162)
TOTAL INTERNAL SERVICE FUNDS	10,085,520	6,994,361	69.35%	9,491,393	6,783,380	71.47%	383,148
Dog License	25,554	19,117	74.81%	30,965	21,875	70.64%	(2,653)
TOTAL TRUST & AGENCY FUNDS	25,554	19,117	74.81%	30,965	21,875	70.64%	(2,653)
TOTAL COUNTY	80,329,747	52,688,842	65.59%	74,076,093	53,983,051	72.88%	7,549,863

## SAUK COUNTY FUND BALANCES

2012  
December 31, 2011 Net Income/Adj September 30, 2012

## GENERAL FUND

Nonspendable - Inventories	20,915		20,915
Nonspendable - Prepaid Items	180,366		180,366
Nonspendable - Long-Term Receivable (Delinquent Taxes)	2,489,745		2,489,745
Nonspendable - LT Receivable (Loan to Tri-County Airport)	9,442	-1,349	8,093
Restricted - Sales tax	379,956	-379,956	0
Assigned - Alice In Dairyland Trust	7,960	8	7,968
Assigned - Carryforward Funds	1,257,077		1,257,077
Assigned - Subsequent Yr Budgeted Fund Bal Use	1,080,850		1,080,850
*Unassigned - Working Capital	11,545,479	-193,311	11,352,168
*Unassigned	8,675,514	945,767	9,621,281

## TOTAL GENERAL FUND BALANCE

26,247,305 371,150 26,618,464

## \* County Reserves (working capital and undesignated)

20,220,993 752,456 20,973,449

## OTHER FUNDS

Aging & Disability Resource Center	348,217	211,614	559,831
Human Services	2,618,154	370,196	2,988,350
Jail Assessment	0	-21,410	-21,410
Land Records	775,660	-77,534	698,126
Landfill Remediation	5,312,153	-41,208	5,270,945
Drug Seizures	95,366	-5,371	90,015
CDBG Revolving Loan Fund	461,412	-111,600	349,812
CDBG Flood Recovery Small Business	57	0	57
CDBG Emergency Assistance Program	569,971	250,317	820,288
CDBG Housing Rehabilitation	1,271	-45,264	-43,992
Building Projects	130,515	-567,153	-436,638
Debt Service	5,248	1,497,547	1,502,795
Health Care Center	3,345,767	-328,862	3,018,904
Highway	9,810,647	-142,536	9,668,111
Insurance	481,167	-20,283	460,884
Workers Compensation	567,056	-48,162	518,894
Dog License	-4,806	2,756	-2,047

## TOTAL ALL FUNDS' BALANCES

50,765,180 1,296,209 52,061,389

## CURRENT DEBT PRINCIPAL BALANCE

Communications Notes	885,000
Law Enforcement Center Bonds	275,000
2004 Law Enforcement Refunding Bonds	6,195,000
2005 Law Enforcement Refunding Bonds	9,750,000
2007 Health Care Center Notes	3,640,000
2009 HCC Refunding Bonds	4,830,000
2010 HCC Refunding Bonds	4,925,000

Principal Payments are Due October 1 30,480,000

RESOLUTION NO. 96 - 2012

**FINAL RESOLUTION REGARDING UNCONDITIONAL COUNTY GUARANTY OF ITS  
PRO RATA SHARE, INTERGOVERNMENTAL AGREEMENT AND  
MIDWESTERN DISASTER AREA REVENUE BOND FINANCING  
FOR BUG TUSSEL WIRELESS, LLC PROJECT**

**WHEREAS**, the Honorable Sauk County Board of Supervisors passed Resolution No. 87-2012 and Resolution No. 88-2012 at its regular meeting on October 16, 2012 approving the issuance of Midwest Disaster Area Recovery Bonds, the County's guaranty of those bonds, and the intergovernmental relationship involving the issuance of the bonds; and,

**WHEREAS**, this final resolution is now required to approve the unconditional county guaranty, intergovernmental agreement, and revenue bond financing for Bug Tussel Wireless, LLC.

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

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the "Act"), the Issuer (as hereinafter defined) is authorized and empowered to issue revenue bonds to finance eligible costs of qualified "projects" (as defined in the Act), and to enter into "revenue agreements" (as defined in the Act) with "eligible participants" (as defined in the Act).

1.02 Bug Tussel Wireless, LLC, a Wisconsin limited liability company (the "Borrower") and Hilbert Communications, LLC, a Wisconsin limited liability company (the "Company" and the "Guarantor") desire to finance a project consisting of the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) the acquisition by purchase or lease of land for telecommunications tower sites; (ii) constructing and equipping telecommunications towers on such sites; (iii) the installation of microwave and fiber-optic backhaul facilities; (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; and (vi) payment of professional fees (collectively, the "Project"), all of which will be for the purpose of providing wireless internet and telephone communications services to businesses, governmental units and residents of rural communities where such service is currently unavailable or is prohibitively expensive; and

1.03 The Project will be constructed and installed in Adams, Fond du Lac and Sauk Counties, Wisconsin (each, a "Participating County") all of which lie within the designated area in which certain types of capital projects qualify for tax-exempt bond financing under the "Midwestern Disaster Area Relief" provisions of Section 1400N (as amended by Section 702(a) of Tax Extenders and Alternative Minimum Tax Relief Act of 2008 (Division C of Public Law 110 343) of the Internal Revenue Code of 1986, as amended, to wit: the Participating Counties.

1.04 The Act authorizes the Issuer to enter into a loan agreement with a participant, in connection with financing a project which provides that an eligible participant agrees to pay to the County an amount of funds sufficient to provide for the prompt payment of the principal of and interest on the revenue bonds and agrees to construct the project.

1.05 Pursuant to initial resolutions duly adopted by (a) the Adams County Board on June 19, 2012, (b) the Sauk County Board on October 16, 2012, and (c) the Fond du Lac County Board on September 18, 2012, the Participating Counties expressed their intention to enter into an Intergovernmental Agreement (the "Intergovernmental Agreement") by and among Adams County, Sauk County and Fond du Lac County, pursuant to which one of the Participating Counties would issue Midwestern Disaster Area Bonds of in an amount not to exceed \$32,000,000 (the "Bonds") to finance the Project. Notices of adoption of the initial resolutions adopted on June 19, 2012, October 16, 2012 and September 18, 2012, respectively, were published as provided in the Act, and no petition requesting a referendum upon the question of issuance of the revenue bonds has been filed.

1.06 The Participating Counties shall enter into an Intergovernmental Agreement providing that Fond du Lac County shall serve as the Issuer for the Bonds (the "Issuer").

1.07 The Borrower has requested that Fond du Lac County and each Participating County which will directly benefit from the Project provide an unconditional guaranty of its pro rata share to enhance the collateral position of the Borrower and any Participating Subsidiaries in an amount equal to the pro-rata portion of the respective Project costs incurred and essential services benefits derived in such Participating County.

1.08 The Guarantor will provide a Guaranty to Sauk County, and each Participating County, guaranteeing the full and prompt payment to Sauk County, and each Participating County, of amounts due from the Borrower pursuant to, and the performance of all other obligations, covenants and agreements of the Borrower under the Reimbursement Agreements by and between the Borrower and each of the Participating Counties, the Intergovernmental Agreement and the Mortgage and Security Agreements referenced below.

1.09 The Borrower will have the primary obligation to make all scheduled principal and interest payments when due, and each Participating County's guaranty will apply only in the event that the Borrower does not pay such debt service as required; and

1.10 Each Participating County shall provide an unconditional guaranty of its pro rata share (the "County Guaranty"). In return for each Participating County's Guaranty, each Participating County shall receive an annual guaranty fee equal to 50 basis points (0.50%) (based upon each Participating County's pro rata share) and the Borrower and the Guarantor will pay any and all costs of each Participating County and all expenses incurred by each Participating County related to the bond issue; and

1.11 As further security for the County Guaranty, Sauk and each Participating County shall receive a first fee or leasehold mortgage on all land, buildings, and improvements of the Borrower located in the applicable County in which the Project financed with proceeds of the Bonds is constructed;

1.12 The Project includes infrastructure for the potential provision of public services, including emergency response and public safety communications by and for Sauk County and local units of government in Sauk County and is in furtherance of the public purposes set forth in the Act, Wisconsin Statutes, Section 59.54, promotes disaster recovery from the 2008 flood by giving needed support to businesses to rebuild and enter markets harmed by said floods, allows replacement of contributions to the economy and to business development that were harmed by the disaster in 2008, and promotes the economic development and well-being of Sauk County;

1.13 Drafts of the following documents have been submitted to this County Board and are ordered filed in the office of the County Clerk:

- (a) a preliminary Official Statement;
- (b) a Bond Purchase Agreement by and among Robert W. Baird & Co. Incorporated (the "Underwriter"), the Borrower, and the Issuer;
- (c) an Indenture of Trust (the "Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee");
- (d) a Loan Agreement (the "Loan Agreement") by and between the Issuer and the Borrower;
- (e) a Promissory Note from the Borrower to the Issuer, and assigned to the Trustee;
- (f) a Reimbursement Agreement from the Borrower to Sauk County and each of the Participating Counties;
- (g) an Access Agreement from the Borrower to Sauk County and each of the Participating Counties;
- (h) a form of Mortgage and Security Agreement from the Borrower to Sauk County;
- (i) a Continuing Disclosure Agreement;
- (j) a Guaranty Agreement from the Guarantor to Sauk County;
- (k) a Borrower's Closing and Tax Certificate;
- (l) a No Arbitrage Certificate;
- (m) an Intergovernmental Agreement; and
- (n) the unconditional County Guaranty from Sauk County and the unconditional County Guaranty from each of the Participating Counties.

1.14 Pursuant to Wisconsin Statutes, Section 66.1103(2)(k)22, the Issuer may finance projects eligible to be financed with qualified Midwestern Disaster Area Bonds under 26 USC 1400N (a), as modified by P.L. 110-343, title VII, subtitle A, section 702 (d) (intro.) and (1) and it is intended that the Bonds be issued as Midwestern Disaster Area Bonds.

Section 2 Findings and Determinations.

It is hereby found and determined that:

- (a) based on representations of the Borrower, the Project constitutes a "project" authorized by the Act;

(b) public hearings have been or will be duly held (1) in Fond du Lac County on October 23, 2012, (2) in Adams County on November 20, 2012, and (3) in Sauk County on October 16, 2012 in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, at which residents of Adams, Fond du Lac and Sauk Counties, Wisconsin, respectively, were given an opportunity to be heard in regard to the proposed issuance of the Bonds and the nature and location of the proposed Project;

(c) the purpose of the Issuer's financing costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;

(d) the Project includes infrastructure for the potential provision of public services, including emergency response and public safety communications by and for Sauk County and local units of government in Sauk County and is in furtherance of the public purposes set forth in the Act, Wisconsin Statutes, Section 59.54, promotes disaster recovery from the 2008 flood by giving needed support to businesses to rebuild and enter markets harmed by said floods, allows replacement of contributions to the economy and to business development that were harmed by the disaster in 2008, and promotes the economic development and well-being of Sauk County;

(e) it is desirable that a series of revenue bonds in the aggregate principal amount not to exceed \$10,000,000 be issued by Fond du Lac County upon the terms set forth in the Indenture and Loan Agreement, under the provisions of which the Issuer's interest in the Indenture and Loan Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of and interest on and premium, if any, on all the Bonds outstanding under the Indenture;

(f) the loan payments provided for in the Loan Agreement, and the formula set out for revising those payments under the Loan Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on Bonds issued under the Indenture when due; the amount necessary in each year to pay the principal of and interest on the Bonds is the sum of the principal and interest on the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; the Loan Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and

(g) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer and the Bonds do not constitute an indebtedness of the Issuer or any Participating County within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer's or the Participating Counties general credit or taxing powers or a pecuniary liability of the Issuer or the Participating Counties.

Section 3. Approvals and Authorizations; Authentication of Transcript.

3.01 This resolution shall constitute the approval of the Bonds within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Bonds are hereby approved.

3.02 (a) In furtherance of the public purposes recited above, Sauk County shall provide an unconditional County Guaranty for payment of debt service on the Bonds in an amount not to exceed \$2,969,114, plus interest to accrue thereon at a maximum rate of nine percent (9%) per annum. In return for its County Guaranty, Sauk County shall receive an annual guaranty fee equal to 50 basis points (0.50%) of the outstanding par amount of the Bonds covered by its County Guaranty, payable on a semi-annual basis on each May 1 and November 1. Prior to issuance of the Bonds, each Participating County on behalf of which Bonds are being issued shall have each authorized the execution and delivery of its respective Guaranty.

(b) There is hereby authorized the issuance by Sauk County of general obligation promissory notes to finance payment of the County Guaranty. The terms and provisions of any such notes shall be established pursuant to a subsequent resolution of this County Board.

3.03 Sauk County hereby authorizes the execution and delivery of the Intergovernmental Agreement, the County Guaranty and the other documents listed in Section 1.13 above to which it is a signatory.

3.04 Subject to the conditions set forth herein, the County Chairman and the County Clerk are authorized and directed to execute and deliver the County Guaranty, the Intergovernmental Agreement and the other documents listed in Section 1.13 above to which it is a signatory.

3.05 The publication in the official newspaper of Sauk County of the notice for the public hearing referred to in Section 2(b) of this resolution, and such notice of public hearing as so published, is hereby ratified.

3.06 The Chairman and the County Clerk and other officers of Sauk County are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Sauk County of relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel.

3.07 The approval hereby given to the various documents referred to in this Resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Sauk County counsel and bond counsel. The execution of any document by the appropriate officer or officers of Sauk County herein authorized shall be conclusive evidence of the approval by Sauk County of such document in accordance with the terms hereof.

For consideration by the Sauk County Board of Supervisors on November 20, 2012.

Respectfully submitted:

**COMMUNICATIONS INFRASTRUCTURE COMMITTEE**

\_\_\_\_\_  
TOMMY LEE BYCHINSKI, Chair

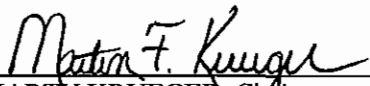
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SCOTT VON ASTEN

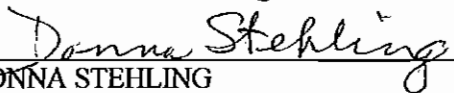
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VIRGIL HARTJE

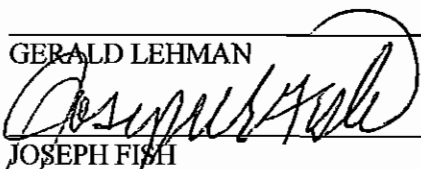
\_\_\_\_\_  
MARK SMOOTH DETTER

\_\_\_\_\_  
FREDERICK HALFEN

ECONOMIC DEVELOPMENT COMMITTEE

  
MARTY KRUEGER, Chair

  
DONNA STEHLING

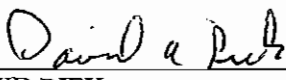
GERALD LEHMAN  
  
JOSEPH FISH

FINANCE COMMITTEE

TOMMY LEE BYCHINSKI, Chair

JOAN FORDHAM

JASON LANE

  
DAVID RIEK

  
DENNIS POLIVKA

BRIAN PEPER

WILLIAM WENZEL

ANDREA LOMBARD

**FISCAL NOTE:** This action provides for a guaranty by Sauk County for Midwestern Disaster Area Bond financing for Hilbert Communications, LLC and its related subsidiaries (Bug Tussel) to finance a project for acquisition, construction and installation of certain telecommunications infrastructure, for the purpose of providing wireless internet and telephone communication services to businesses, governmental units, visitors and residents of Sauk County.

Sauk County will receive from Bug Tussel an annual guaranty fee equal to 50 basis points (or 0.50%) times the outstanding principal of the bonds. Sauk County will also receive free usage of the towers constructed for 25 years, with an optional 10 year renewal. Local units of government will be able to have access for one antenna for free, with subsequent antennas being subject to a reduced rate as compared to market rates.

In the event that Bug Tussel should default and not make scheduled debt service payments, Sauk County's maximum liability would equal principal and interest payments due. As security for the County's guaranty, Bug Tussel will grant a first mortgage on assets as defined in the bond issuance as "the project". The parent company, Hilbert Communications will also supply an unsecured guaranty of all assets. Further legal action would be required if a default were to occur, in the form of taking ownership of the security interest, and seeking to secure assets to meet future payments.

The table below is based on the debt service schedule projection provided by Hilbert Communications, *KLBS* (created by Robert W. Baird). Projected interest rates are subject to change.

Projected Financing Over the 12-Year Life of the Bonds	Sauk County
Principal	\$2,875,000
Interest	663,393
Liability (Principal and Interest)	\$3,538,393
Guaranty Fee Received	\$93,875



RESOLUTION NO. 96 -2012  
Page 8

Adopted: \_\_\_\_\_, 2012.

Recommended for adoption on this \_\_\_\_ day of \_\_\_\_\_, 2012.

Adopted \_\_\_\_\_

Defeated \_\_\_\_\_

Tabled \_\_\_\_\_ by the Sauk County Board of Supervisors this 20th day of November, 2012.

\_\_\_\_\_  
Marty Krueger, County Board Chair

\_\_\_\_\_  
Rebecca A. DeMars, County Clerk

I, the undersigned, the duly appointed and qualified Clerk of Sauk County, Wisconsin do hereby certify that the foregoing resolution was duly adopted by the County Board of Supervisors at a meeting of said County held in open session in accordance with the requirements of Subchapter V of Chapter 19 of the Wisconsin Statutes on November 20, 2012.

SAUK COUNTY, WISCONSIN

\_\_\_\_\_  
Rebecca A. DeMars, County Clerk

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## INTERGOVERNMENTAL AGREEMENT

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(By and Among Fond du Lac, Adams and Sauk Counties)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of December, 2012 by and among the Participating Counties (defined below) located in the State of Wisconsin (the "State") which, through their duly authorized representatives, have signed this Agreement.

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the "Act") authorizes Wisconsin counties to authorize the issuance and sale of bonds by the county to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

WHEREAS, Hilbert Communications, LLC, a Wisconsin limited liability company (the "Borrower"), and/or one or more of its subsidiaries (including, without limitation, Bug Tussel Wireless, LLC, Cloud 1, LLC and INTELEGRA, LLC), whether existing on the date hereof or to be formed and whether owned directly or indirectly by the Borrower (collectively referred to herein as the "Participating Subsidiaries"), to finance a project consisting of the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) the acquisition by purchase or lease of land for telecommunications tower sites; (ii) constructing and equipping telecommunications towers on such sites; (iii) the installation of microwave and fiber-optic backhaul facilities; (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; and (vi) payment of professional fees (collectively, the "Project"), all of which will be for the purpose of providing wireless internet and telephone communications services to businesses, governmental units and residents of rural communities where such service is currently unavailable or is prohibitively expensive; and

WHEREAS, a substantial portion of the Project will be constructed and installed in the rural areas of Wisconsin counties that lie within the designated area in which certain types of capital projects qualify for tax-exempt bond financing under the "Midwestern Disaster Area Relief" provisions of Section 1400N (as amended by Section 702(a) of Tax Extenders and Alternative Minimum Tax Relief Act of 2008 (Division C of Public Law 110-343) of the Internal Revenue Code of 1986, as amended, to wit: the counties of Adams, Fond du Lac, and Sauk (each a "Participating County" and collectively, the "Participating Counties"); and

WHEREAS, each of the Participating Counties is a political subdivision of the State within whose boundaries a portion of the Project is located; and

WHEREAS, pursuant to the Act and Section 66.0301 of the Wisconsin Statutes, a county or two or more counties acting pursuant to an intergovernmental agreement may serve as the conduit issuer for such financing; and

WHEREAS, the aggregate cost of the Project is presently estimated to be not greater than \$32,000,000, and the amount proposed to be financed with one or more series of tax-exempt

Midwestern Disaster Area Revenue Bonds and/or taxable bonds does not exceed \$32,000,000 (the "Bonds"); and

WHEREAS, Section 66.1103(3)(f) of the Act provides that a municipality also may finance an industrial project which is located entirely outside the geographic limits of the municipality, but only if the revenue agreement for the project also relates to another project of the same eligible participant, part of which is located within the geographic limits of the municipality; and

WHEREAS, the proposed Project is a multi-jurisdictional project which is located in the counties of Adams, Fond du Lac and Sauk, and each of the counties of Adams, Fond du Lac, and Sauk have approved an initial resolution providing for the financing of the Project in an aggregate amount not to exceed \$32,000,000; and

WHEREAS, the Participating Counties wish to enter into this Agreement providing that Fond du Lac County, Wisconsin (the "Issuing County") shall be the issuer of said revenue bonds; and

WHEREAS, the Issuing County is a county organized and existing under and pursuant to the laws of the State, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the Issuing County an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said Bonds; and

WHEREAS, in consideration of the increased tax revenue that will accrue to each Participating County as a result of the Project and the new jobs and other economic benefits for residents of each Participating County that will result from the Project, each Participating County has agreed to guarantee the payment of its pro rata share of the principal of and interest on the Bonds in an amount necessary to replenish the debt service reserve fund (each a "County Guaranty").

NOW, THEREFORE, it is hereby agreed by and among the Participating Counties as follows:

1. Purpose. The Participating Counties, acting pursuant to the Act and Section 66.0301 of the Wisconsin Statutes, hereby agree to cooperate and exercise their municipal powers jointly for the purpose of appointing Fond du Lac County to act as the Issuing County for purposes of acting as the conduit issuer for the Bonds. Each Participating County shall provide notice and hold the local public hearing required by Section 147(f)(2)(B)(i) of the Internal Revenue Code in its respective county and take such other action as deemed necessary to facilitate the issuance of the Bonds by the Issuing County.
2. Indemnification. [Reserved]
3. Authorization. Each Participating County shall authorize the execution, delivery and performance of the Agreement and any other agreements requested to be executed and delivered by the Issuing County hereunder or under the Bond documents by all necessary corporate action of the Participating County. Each Participating County shall have the right to make reasonable objections to the same. If disagreement occurs, the decision shall be made by a majority of the Counties by their respective governing bodies.
4. Records. The Issuing County will maintain and be the custodian of all records associated with the administering and performance of this Agreement and the Bonds, and will make those records available to all Participating Counties upon request.

5. Reporting. The Borrower shall meet with the Issuing County and the Participating Counties on a semi-annual basis commencing in March of 2013 and continuing until December, 2016 (the "Project Period") for the purpose of presenting an oral report on the status of the Project(s) and the financial strength of the Borrower and the Guarantor. The date, time and place of such meeting shall be determined cooperatively among the parties. On a monthly basis, and no less than seven (7) days prior to such meeting, the Borrower shall provide to the Issuing County and each Participating County a written report regarding siting, construction progress with respect to the Project(s). On a quarterly basis and no less than seven (7) days prior to each semi-annual meeting, the Borrower shall provide to the Issuing County and each Participating County a verification of continued economic strength of the Borrower and the Guarantor. After the Project Period for so long as the Bonds remain outstanding, the Borrower shall meet with the Issuing County and the Participating Counties at least semi-annually and shall continue to provide to the Issuing County and each Participating County quarterly written reports regarding the continued economic strength of the Borrower and the Guarantor. Such report shall be due each fiscal quarter of the Borrower and Guarantor, but not less than seven (7) days prior to each such semi-annual meeting.

6. Effective Date. This Agreement shall become effective upon its adoption by all Participating Counties. Any county entering into this Agreement shall adopt an authorizing resolution, and provide a certified copy of the resolution to all other Participating Counties. This Agreement shall remain in full force and effect until terminated as provided herein.

7. New Members. After the effective date of this Agreement, additional counties may join in this Agreement upon application to, and approval by the Participating Counties. Approval shall be conditioned upon the adoption by the governing body of the new member of the terms and provision of this Agreement by resolution, a certified copy of which is to be provided to each Participating County.

8. Termination and Disposition of Funds. (a) This Agreement shall be deemed terminated when (i) all of the outstanding Bonds have been paid in full or redeemed and (ii) all Participating Counties have received a release of their obligations pursuant to the terms of their respective County Guaranty. (b) A Participating County (other than the Issuing County) shall be released from its obligations under this Agreement if such Participating County has received a release of its obligations under its respective County Guaranty. The Issuing County's responsibility shall continue until all of the requirements of (a)(i) and (a)(ii) of this section are met.

9. Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

10. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Participating Counties.

11. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties with respect to the subject matter of this Agreement, oral or written, are superseded by this Agreement; provided however, that this Agreement shall not cover the exercise by any Participating County of its rights and remedies under any reimbursement agreement between the Borrower and such Participating County or under any guaranty agreement with the Guarantor.

14. Assignment. The rights and obligations of the parties to this Agreement may not be assigned without the express written consent of all parties.

[SIGNATURE PAGE TO FOLLOW]

**FOND DU LAC COUNTY, WISCONSIN,**  
as Issuing County, and a Participating County

By: \_\_\_\_\_  
Martin F. Farrell, Chairperson

**ADAMS COUNTY, WISCONSIN,**  
a Participating County

By: \_\_\_\_\_  
Al Sebastiani, Chairperson

**SAUK COUNTY, WISCONSIN,**  
a Participating County

By: \_\_\_\_\_  
Marty Krueger, Chairperson

Acknowledged:

**BUG TUSSEL WIRELESS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HILBERT COMMUNICATIONS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GUARANTY AGREEMENT**

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dated as of \_\_\_\_\_, 2012

given by

\_\_\_\_\_ COUNTY, WISCONSIN

as the Guarantor

in favor of

U.S. BANK NATIONAL ASSOCIATION

as Bond Trustee

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## GUARANTY AGREEMENT

This GUARANTY AGREEMENT (the "*Guaranty Agreement*") made and entered into as of \_\_\_\_\_, 2012, by and between \_\_\_\_\_ COUNTY, WISCONSIN, (the "*County*" or "*Guarantor*"), and U.S. BANK NATIONAL ASSOCIATION, as Trustee (the "*Bond Trustee*").

### WITNESSETH:

WHEREAS, Midwestern Disaster Area Bonds in one or more series in the aggregate principal amount of \$ \_\_\_\_\_ (the "*Bonds*") are to be issued by Fond du Lac County, Wisconsin (the "*Issuer*") pursuant to an Intergovernmental Agreement, dated as of \_\_\_\_\_, 2012 (the "*Intergovernmental Agreement*"), by and among the Issuer, Adams County, Wisconsin and Sauk County, Wisconsin, on behalf of Bug Tussel Wireless, LLC (the "*Borrower*") to finance the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) the acquisition by purchase or lease of land for telecommunications tower sites; (ii) constructing and equipping telecommunications towers on such sites; (iii) the installation of microwave and/or fiber-optic backhaul facilities; (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; and (vi) payment of professional fees (collectively, the "*Project*"), pursuant to a Trust Indenture, dated as of \_\_\_\_\_, 2012 (the "*Bond Indenture*"), between the Issuer and the Bond Trustee; and

WHEREAS, the proceeds derived from the issuance of the Bonds will be applied pursuant to a Loan Agreement between the Issuer and the Borrower, dated as of \_\_\_\_\_, 2012 (the "*Loan Agreement*"), to finance the costs of the Project; and

WHEREAS, the Borrower will execute and deliver to the Issuer its Promissory Note, Series 2012 (the "*Note*") to evidence the Borrower's obligation to repay the loan made under the Loan Agreement; and

WHEREAS, in consideration of the increased tax revenue that will accrue to the County as a result of the Project and the new jobs and other economic benefits for residents of the County that will result from the Project, the County has agreed to guarantee the payment of its Pro Rata Share (as defined herein) of principal of and interest on the Bonds in an aggregate principal amount of not to exceed \$ \_\_\_\_\_ (plus interest thereon to accrue at a rate not to exceed 9.00%) necessary to replenish the Debt Service Reserve Fund (as defined in the Bond Indenture), as authorized by a resolution adopted by the County Board of Supervisors on \_\_\_\_\_, 2012; and

WHEREAS, the Borrower will have the primary obligation to make all scheduled principal and interest payments when due, and the County's guaranty will apply only in the event that the Borrower does not pay as required; and

WHEREAS, in return for the County's guaranty, the County shall receive an annual guaranty fee (which is paid on a semi-annual basis) of 50 basis points (based upon the amount of



its guaranty) and the Borrower will pay all costs to the County and all expenses by the County related to the issuance of the Bonds; and

WHEREAS, as further security for its guaranty, the County shall receive a first mortgage on all assets of the Project located in the County which are financed with proceeds of the Bonds.

NOW THEREFORE, in consideration of the premises the Guarantor does hereby covenant and agree as follows:

**Section 1. Definitions.** The following terms, when used herein, shall have the following meanings:

*"Bondowners"* means the owners, including beneficial owners, of the Bonds.

*"Business Day"* means any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions located in the State of Wisconsin are required or authorized by law to close.

*"Default"* means any event which if it continues uncured will, with lapse of time or notice or lapse and notice, constitute an Event of Default.

*"Event of Default"* means any of the events described in Section 5.

**Section 2. Guarantee.**

(a) The Guarantor hereby unconditionally guarantees to the Bond Trustee, on behalf of the Bondowners, the full and prompt payment of its Pro Rata Share (as defined below) of principal of and interest on the Bonds when due in an aggregate principal amount of not to exceed \$\_\_\_\_\_ (plus interest thereon to accrue at a rate not to exceed 9.00%) (but not amounts due upon acceleration, redemption (other than mandatory sinking fund redemption), prepayment or other early payment) in an amount necessary to replenish the Debt Service Reserve Fund (as defined in the Bond Indenture), in the event the Debt Service Reserve Fund is drawn upon due to insufficient revenues to support the debt service on the Bonds. If notice is provided to the Guarantor by the Bond Trustee that the Bond Trustee has drawn upon the Debt Service Reserve Fund to pay debt service on the Bonds, the Guarantor shall take the necessary steps to replenish its Pro Rata Share (as defined below) of the Debt Service Reserve Fund all as provided in Section 7.13 of the Indenture. The Guarantor's Pro Rata Share of the Debt Service Reserve Fund shall be the principal amount of the Bonds outstanding allocated to such Guarantor divided by the total principal amount of the Bonds outstanding (the *"Pro Rata Share"*). The Pro Rata Share of the Debt Service Reserve Fund for each Guarantor shall be calculated by the Trustee on the date of issuance of the Bonds and on each principal and interest payment date and memorialized on each such date by the Trustee. On the date of issuance of the Bonds, the Guarantor's Pro Rata Share of the Debt Service Reserve Fund is \_\_\_\_%.

(b) This is a guarantee of payment and not of collection. The obligations of the Guarantor under this Guaranty Agreement shall be absolute and unconditional and a general obligation of the Guarantor to the payment of which the full faith and credit taxing power of the Guarantor is pledged; the Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guarantee and suretyship law, would otherwise operate to

impair or diminish such obligations. The obligations of the Guarantor under this Guaranty Agreement shall remain in full force and effect until all of the principal of, and interest on, the Bonds shall have been paid or the obligations of the Guarantor are released as described in paragraph (c) below, and such obligations shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the Guarantor:

- (i) any lack of validity of the Bonds;
- (ii) the waiver, compromise, settlement, discharge, release or termination of any or all of the obligations, covenants or agreements of (A) the Issuer under the Bonds or the Bond Indenture or (B) the Borrower under the Loan Agreement;
- (iii) the failure to give notice to the Guarantor of the occurrence of an event of default under the terms and provisions of this Guaranty Agreement;
- (iv) the waiver by Bond Trustee of the payment, performance or observance by the Borrower or the Issuer of any of the obligations, covenants or agreements contained in the Loan Agreement, the Note or the Bond Indenture;
- (v) the extension of the time for payment of any principal of, premium, if any, or interest on any Bonds or of the time for performance of any other obligations, covenants or agreements under or arising out of the Bond Indenture, the Loan Agreement or this or any other guarantee of the Bonds or any other obligations or the extension or the renewal of any thereof;
- (vi) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Bonds, the Bond Indenture or the Loan Agreement except the principal amount of the Bonds, the interest rate payable thereon and the payment and maturity dates should not be changed without the County's written approval which can be granted or withheld in the County's sole discretion;
- (vii) the taking or the omission of any of the actions referred to in the Bond Indenture or the Loan Agreement;
- (viii) any failure, omission, delay or lack of diligence on the part of the Issuer or the Bond Trustee to enforce, assert or exercise any right, power or remedy conferred on the Bond Trustee in this Guaranty Agreement, or any other act or acts on the part of the Issuer or the Bond Trustee;
- (ix) any failure by the Borrower to pay the County its annual guaranty fee (which is paid on a semi-annual basis) of 0.50% of the pro-rata par amount of Bonds subject to the County's guaranty;
- (x) to the extent permitted by law, the release or discharge of the Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Guaranty Agreement by operation of law; and

(xi) the default or failure of the Guarantor fully to perform any of its obligations set forth in this Guaranty Agreement.

(c) If at any time during the term of the Bonds the portion of the Project (or any portion thereof) located within the County is sold or otherwise disposed of by the Borrower or Bonds in an amount corresponding to the portion of the Project (or any portion thereof) located within the County are redeemed, the County shall be released from its obligations under this Guaranty Agreement in a corresponding amount and the County and the Trustee shall execute and deliver such instruments as may be desirable to evidence such release. Similarly, if pursuant to the Indenture, unspent proceeds in the County's Project Account are applied to redeem Bonds, the County shall be released from its obligations under this Guaranty Agreement in a corresponding amount and the County and the Trustee shall execute and deliver such instruments as may be desirable to evidence such release.

(d) No set-off, counterclaim, reduction or diminution of an obligation, or any defense of any kind or nature which the Guarantor has or may have against the Issuer or the Bond Trustee shall be available hereunder to the Guarantor against the Issuer or the Bond Trustee.

(e) The Guarantor further guarantees that all payments made with respect to the Bonds will, when made, be final and agrees that if such payment is recovered from or repaid by or on behalf of the Issuer or the holders of the Bonds in whole or in part in any bankruptcy, insolvency or similar proceeding instituted by or against the Issuer or the Borrower, the Guaranty Agreement shall continue to be fully applicable to such liabilities to the same extent as though the payment so recovered or repaid had never been originally made on such liabilities.

(f) In the event of a default in the payment of the regularly scheduled principal of any Bonds when and as the same shall become due (but not any accelerated amounts or amounts due upon prepayment or redemption except for mandatory sinking fund redemption), or in the event of a default in the payment of any interest on any Bonds when and as the same shall become due, the Bond Trustee may proceed hereunder. The Bond Trustee shall have the right to proceed first and directly against the Guarantor under this Guaranty Agreement without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the Bond Trustee.

(g) Subject to the closing conditions set forth in Section 7 below, the obligations of the Guarantor hereunder shall arise absolutely and unconditionally upon execution hereof. The Guarantor hereby expressly and unconditionally waives each of the following (which waivers the Guarantor represents are knowingly, willingly and voluntarily given):

(i) notice from Bond Trustee of its acceptance and reliance on this Guaranty Agreement;

(ii) any claim for contribution against any co-guarantor until the entire principal of, premium, if any, and interest on the Bonds shall have been paid and are not subject to any right of recovery; and

- (iii) any right the Guarantor may now or hereafter have to claim or recover from the Issuer or the Bond Trustee any consequential, exemplary or punitive damages.

**Section 3. Representations and Warranties.** To induce Bondowners to purchase and hold the Bonds, the Guarantor hereby represents and warrants as follows:

(a) it is a body corporate duly organized and validly existing under the laws of the State of Wisconsin and that it has obtained all authorizations necessary on its part for the due and valid execution and delivery of this Guaranty and the assumption of the obligations represented hereby.

(b) the execution and delivery of this Guaranty and the performance by the Guarantor hereunder will not conflict with or constitute a breach of or default under any indenture, loan agreement or instrument or agreement to which the Guarantor is a party or by which the Guarantor or its properties are bound.

(c) no authorization, approval, consent or license of any governmental regulatory body or authority, not already obtained, is required for the valid and lawful execution and delivery of this Guaranty Agreement by the Guarantor or the assumption of the obligations of the Guarantor represented hereby.

(d) it is not a party to any litigation or administrative proceeding, nor so far as is known by the Guarantor is any litigation or administrative proceeding threatened against it, which in either case would, if adversely determined, cause any material adverse change in its power or ability to perform its obligations under this Guaranty Agreement.

**Section 4. Affirmative Covenants.** While any portion of the Bonds remains outstanding, the Guarantor covenants and agrees with Bond Trustee as follows:

(a) Financial Statements and other Information. Guarantor shall provide, not later than 365 days after and as of the end of each fiscal year, audited financial statements of the Guarantor, prepared by a certified public accountant in a manner and form acceptable to Bond Trustee. Such financial statements shall be signed and dated by Guarantor, and by any other party preparing such financial statements.

(b) Continuing Disclosure Obligations. Guarantor shall comply at all times with the requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

**Section 5. Events of Default.** If the following event occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) The Guarantor shall fail to pay when due any amount due hereunder.

**Section 6. Remedies.** If an Event of Default shall occur, the Bond Trustee may pursue any available remedy at law or in equity to realize payment of the amounts guaranteed hereby. No remedy herein conferred upon or reserved or otherwise available to the Bond Trustee

is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty Agreement or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the Bond Trustee to exercise any remedy reserved to it in this Guaranty Agreement, it shall not be necessary to give any notice, other than such notice as may be herein or by law expressly required. If any provision contained in this Guaranty Agreement should be breached by the Guarantor and thereafter duly waived by the Bond Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by Bond Trustee.

**Section 7. Closing Conditions.** The Guarantor's obligations under this Agreement will not be effective until the Guarantor confirms receipt of the following documents, all to be in form, detail and content satisfactory to the Guarantor, and the satisfaction of the following conditions:

(a) The Bonds have a principal amount not in excess of \$\_\_\_,000,000, an initial interest rate not in excess of 5.00% and a final maturity date no later than twelve (12) years from their date of issuance, and the other terms of the Bonds and the Bond Indenture are acceptable to the County.

(b) All references to the County and this Guaranty Agreement in the official statement with respect to the Bonds are acceptable to the County.

(c) An executed copy of the Intergovernmental Agreement.

(d) An opinion of nationally-recognized bond counsel as to the validity and tax-exempt status of the Bonds and such other legal opinions as to enforceability of the documents relating to the Bonds as the County may request.

(e) An opinion of nationally-recognized bond counsel as to the validity and enforceability of this Guaranty Agreement.

(f) Payment at closing by the Borrower to the County of the first year annual guaranty fee of 0.50% of the pro-rata par amount of Bonds subject to the County's guaranty.

(g) An access and reimbursement agreement between the Borrower and the County providing for County access to the Project, Project buildout and related matters, and payment to the County of any amounts paid by it under this Guaranty Agreement and providing for the payment of the annual guaranty fee (which is paid on a semi-annual basis) of 0.50% of the pro-rata par amount of Bonds subject to the County's guaranty and also providing that proceeds of the Bonds shall be disbursed for any site only upon delivery of:

(i) a first mortgage in favor of the Guarantor on all assets of the Project located in the County, with no liens on the mortgaged property except liens to the County, together with:

(A) Evidence of title in the form of a mortgagee's policy of title insurance in the amount of the mortgage on a current ALTA form issued by an issuer licensed to write title insurance in the State of Wisconsin, including a gap endorsement and any other endorsements requested by the County;

(B) An ALTA survey with Table A items requested by the County;

(C) A Phase I environmental assessment on the mortgaged property and further environmental testing if deemed necessary by the County based on the results of the Phase I assessment;

(D) Such additional legal opinions, certificates, proceedings, instruments, and other documents as necessary to verify or evidence the due authorization, enforceability and validity of the reimbursement agreement between the Borrower and the County, the first mortgage in favor of the Guarantor on all assets of the Project located in the County and the guaranty from Hilbert Communications, LLC to the Guarantor; and

(ii) Insurance certificates with respect to the mortgaged property naming the County as mortgagee and lender's loss payee on property insurance and additional insured on liability insurance.

(h) A guaranty from Hilbert Communications, LLC guaranteeing payment to the Guarantor of all payments made by the Guarantor with respect to principal of or interest on the Bonds and for payment of costs and expenses of the Guarantor related to the Guaranty and the Bonds.

(i) Deposit by the Borrower with the Bond Trustee of bond proceeds in an amount equal to the lesser of (i) 10% of the par amount of the Bonds, (ii) maximum annual debt service of the Bonds or (iii) 125% of the average annual debt service of the Bonds, to be held by the Bond Trustee in the Debt Service Reserve Fund (as defined in the Bond Indenture) as security for the Bonds.

(j) The County is reimbursed by the Borrower for all fees and expenses incurred by it in connection with this Guaranty Agreement and the Bonds.

#### **Section 8. Miscellaneous.**

(a) Amendments. This Guaranty Agreement shall not be effectively amended, modified or altered until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

(b) Successors. Except as limited or conditioned by the express provisions hereof, the provisions of this Guaranty Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

(c) Governing Law. This Guaranty Agreement has been executed, delivered and issued by the Guarantor and the Bond Trustee in the State of Wisconsin and shall be a contract made under and governed by the internal laws of the State of Wisconsin. If any one or more of the provisions contained in this Guaranty Agreement shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(d) Captions. The captions or headings in this Guaranty Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Guaranty Agreement.

(e) Facsimile and Counterparts. This Guaranty Agreement may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

(f) Notices. Any notice hereunder shall be in writing and shall be deemed to be given if hand delivered or sent by first class mail, electronic mail, facsimile, registered or certified mail, or overnight delivery and addressed as follows:

If to the Guarantor:

\_\_\_\_\_ County

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, WI \_\_\_\_\_

Attn: \_\_\_\_\_

If to Bond Trustee:

U.S. Bank National Association  
1555 North RiverCenter Drive, Suite 203  
Milwaukee, Wisconsin 53212

Attn: \_\_\_\_\_

The Guarantor or Bond Trustee may, by written notice, received by the other, designate a further or different address for purposes of notice hereunder.

(g) Severability. This Guaranty Agreement constitutes the entire agreement between the Bond Trustee and Guarantor with respect to the subject matter hereof, superseding all previous communications and negotiations, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon the Bond Trustee unless expressed herein. If any provisions of this Guaranty Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision

or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Guaranty Agreement contained, shall not affect the remaining portions of this Guaranty Agreement, or any part thereof.

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**IN WITNESS WHEREOF**, the Guarantor has caused this Guaranty Agreement to be executed in its name and behalf and its corporate seal to be affixed hereto and attested by its duly authorized officers as of the date first above written.

\_\_\_\_\_ COUNTY, WISCONSIN

[SEAL]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Accepted as of the date first above written, by U.S. Bank National Association, as Bond Trustee.

U.S. BANK NATIONAL ASSOCIATION  
as Bond Trustee

By: \_\_\_\_\_  
Name:  
Title:

**GUARANTY AGREEMENT**

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dated as of \_\_\_\_\_, 2012

given by

HILBERT COMMUNICATIONS, LLC

as the Guarantor

in favor of

\_\_\_\_\_ COUNTY, WISCONSIN

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## GUARANTY AGREEMENT

This GUARANTY AGREEMENT (the "*Guaranty Agreement*") made and entered into as of \_\_\_\_\_, 2012, by and between Hilbert Communications, LLC, (the "*Guarantor*"), and \_\_\_\_\_ County, Wisconsin ("County").

### **WITNESSETH:**

WHEREAS, Midwestern Disaster Area Bonds in one or more series in the aggregate principal amount of \$ \_\_\_\_\_ (the "*Bonds*") are to be issued by Fond du Lac County, Wisconsin (the "*Issuer*") pursuant to an Indenture of Trust Indenture, dated as of \_\_\_\_\_, 2012 (the "*Indenture*"), between the Issuer and U.S. Bank National Association, as trustee (the "*Trustee*") on behalf of Bug Tussel Wireless, LLC (the "*Borrower*") to finance the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) the acquisition by purchase or lease of land for telecommunications tower sites; (ii) constructing and equipping telecommunications towers on such sites; (iii) the installation of microwave and/or fiber-optic backhaul facilities; (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; and (vi) payment of professional fees (collectively, the "*Project*"); and

WHEREAS, the proceeds derived from the issuance of the Bonds will be applied pursuant to a Loan Agreement between the Issuer and the Borrower, dated as of \_\_\_\_\_, 2012 (the "*Loan Agreement*"), to finance the costs of the Project; and

WHEREAS, the Borrower will execute and deliver to the Issuer its Promissory Note, Series 2012 (the "*Note*") to evidence the Borrower's obligation to repay the loan made under the Loan Agreement; and

WHEREAS, the Issuer, Adams County and Sauk County will enter into an Intergovernmental Agreement, dated as of \_\_\_\_\_, 2012 (the "*Intergovernmental Agreement*"); and

WHEREAS, pursuant to that certain Guaranty Agreement dated as of \_\_\_\_\_, 2012, by the County in favor of the Bond Trustee (the "*County Guaranty Agreement*"), the County has guaranteed certain obligations of the Borrower with respect to the Bonds; and

WHEREAS, pursuant to that certain Reimbursement Agreement dated as of \_\_\_\_\_, 2012, by and between the Borrower and the County (the "*Reimbursement Agreement*"), the Borrower has agreed to reimburse the County for any amounts paid by the County to the Bond Trustee in connection with its obligations under the County Guaranty Agreement; and

WHEREAS, the Borrower has, and/or may from time to time, enter into one or more Mortgage and Security Agreements (collectively the "*Borrower Security Documents*"); and

WHEREAS, the Borrower is a subsidiary of the Guarantor.

NOW THEREFORE, in consideration of the premises the Guarantor does hereby covenant and agree as follows:

**Section 1. Guarantee.**

(a) The Guarantor hereby unconditionally guarantees to the County, the full and prompt payment to the County of all amounts when due from the Borrower pursuant to, and the performance of all other obligations, covenants and agreements of the Borrower under, the Reimbursement Agreement, the Access Agreement and the Borrower Security Documents (collectively, the "*Guaranteed Obligations*").

(b) This is a guarantee of payment and performance and not of collection. The obligations of the Guarantor under this Guaranty Agreement shall be absolute and unconditional; the Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guarantee and suretyship law, would otherwise operate to impair or diminish such obligations. The obligations of the Guarantor under this Guaranty Agreement shall remain in full force and effect until all of the principal of, and interest on, the Bonds shall have been paid, all of the Guaranteed Obligations have been paid and preformed in full and the County has been fully released from all of its obligations under the County Guaranty Agreement.

(c) No set-off, counterclaim, reduction or diminution of an obligation, or any defense of any kind or nature which the Guarantor has or may have against the County shall be available hereunder to the Guarantor against the County.

(d) A default, an "event of default" or an "Event of Default" by the Borrower under the Reimbursement Agreement, the Access Agreement, or any of the Borrower Security Documents (each such default, "event of default" or "Event of Default" being hereinafter referred to as an "*Event of Default*"), the County may proceed hereunder. The County shall have the right to proceed first and directly against the Guarantor under this Guaranty Agreement without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by County, including, without limitation, any security held by the County pursuant to any of the Borrower Security Documents.

(e) The obligations of the Guarantor hereunder shall arise absolutely and unconditionally upon execution hereof.

**Section 2. Waivers and Consents.**

(a) The Guarantor acknowledges that the obligations undertaken herein involve the guaranty of obligations of the Borrower and, in full recognition of that fact, the Guarantor consents and agrees that the County may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (i) supplement, modify, amend, extend, renew, accelerate or otherwise change the time for payment or the other terms of the Reimbursement Agreement, the Access Agreement, and/or any of the Guaranteed Obligations or any part thereof, including without limitation any increase or decrease of the principal amount thereof or the rate(s) of interest thereon; (ii) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Guaranteed Obligations or any part thereof, or the Reimbursement Agreement or the Access

Agreement or any of the Borrower Security Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iii) accept new or additional instruments, documents or agreements in exchange for or relative to the Reimbursement Agreement, the Access Agreement, and/or any Borrower Security Documents or the Guaranteed Obligations or any part thereof; (iv) accept partial payments on the Guaranteed Obligations; (v) receive and hold additional security or guaranties for the Guaranteed Obligations or any part thereof; (vi) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as the County in its sole and absolute discretion may determine; (vii) release the Borrower or any other Person any personal liability with respect to the Guaranteed Obligations or any part thereof; (viii) settle, release on terms satisfactory to the County or by operation of applicable Law or otherwise, liquidate or enforce any Guaranteed Obligations and any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; and/or (ix) consent to the merger, change or any other restructuring or termination of the limited liability company existence of the Borrower or any other Person, and correspondingly restructure the Guaranteed Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Guarantor or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Guaranteed Obligations.

(b) Upon the occurrence and during the continuance of any Event of Default, the County may enforce this Guaranty independently of any other remedy, guaranty or security the County at any time may have or hold in connection with the Guaranteed Obligations, and it shall not be necessary for the County to marshal assets in favor of the Borrower, any other guarantor of the Guaranteed Obligations or any other Person or to proceed upon or against and/or exhaust any security or remedy before proceeding to enforce this Guaranty. The Guarantor expressly waives any right to require the County to marshal assets in favor of the Borrower or any other Person or to proceed against the Borrower or any other guarantor of the Guaranteed Obligations or any collateral provided by any Person, and agrees that the County may proceed against any obligor and/or the collateral in such order as the County shall determine in its sole and absolute discretion. The County may file a separate action or actions against Guarantor, whether action is brought or prosecuted with respect to any security or against any other Person, or whether any other Person is joined in any such action or actions. The Guarantor agrees that the County and the Borrower may deal with each other in connection with the Guaranteed Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between them, in any manner whatsoever, all without in any way altering or affecting the security of this Guaranty.

(c) The County's rights hereunder shall be reinstated and revived, and the enforceability of this Guaranty shall continue, with respect to any amount at any time paid on account of the Guaranteed Obligations which thereafter shall be required to be restored or returned by the County upon the bankruptcy, insolvency or reorganization of any Person, all as though such amount had not been paid. The rights of the County created or granted herein and the enforceability of this Guaranty shall remain effective at all times to guarantee the full amount of all the Guaranteed Obligations even though the Guaranteed Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against the Borrower or any other guarantor of the Guaranteed

Obligations and whether or not any Borrower or any other guarantor of the Guaranteed Obligations shall have any personal liability with respect thereto.

(d) Guarantor expressly waives any and all defenses now or hereafter arising or asserted by reason of: (i) any disability or other defense of the Borrower or any other guarantor for the Guaranteed Obligations with respect to the Guaranteed Obligations (other than by reason of the full payment and performance of all Guaranteed Obligations); (ii) the unenforceability or invalidity of any security for or guaranty of the Guaranteed Obligations or the lack of perfection or continuing perfection or failure of priority of any security for the Guaranteed Obligations; (iii) the cessation for any cause whatsoever of the liability of the Borrower or any other guarantor of the Guaranteed Obligations (other than by reason of the full payment and performance of all Guaranteed Obligations); (iv) any failure of the County to marshal assets in favor of the Borrower or any other Person; (v) any failure of the County to give notice of sale or other disposition of collateral to the Borrower, or any other Person or any defect in any notice that may be given in connection with any sale or disposition of collateral; (vi) any failure of the County to comply with applicable Laws in connection with the sale or other disposition of any collateral or other security for any Guaranteed Obligation, including, without limitation, any failure of the County to conduct a commercially reasonable sale or other disposition of any collateral or other security for any Guaranteed Obligation; (vii) any act or omission of the County or others that directly or indirectly results in or aids the discharge or release of the Borrower or any other guarantor of the Guaranteed Obligations, or of any security or guaranty therefor by operation of Law or otherwise; (viii) any Law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (ix) any failure of the County to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person; (x) the election by the County, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (xii) any use of collateral under Section 363 of the United States Bankruptcy Code; (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person; (xiv) the avoidance of any lien or security interest in favor of the County for any reason; (xv) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Guaranteed Obligations (or any interest thereon) in or as a result of any such proceeding; or (xvi) any action taken by the County that is authorized by this Section or any other provision of the Reimbursement Agreement, the Access Agreement or any of the Borrower Security Documents. The Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Guaranteed Obligations, and all notices of acceptance of this Guaranty Agreement or of the existence, creation or incurrence of new or additional Guaranteed Obligations.

(e) The Guarantor expressly waives any claim for reimbursement, contribution, indemnity or subrogation which the Guarantor may have against the Borrower as a guarantor of the Guaranteed Obligations and any other legal or equitable claim against the Borrower arising

out of the payment of the Guaranteed Obligations by the Guarantor or from the proceeds of any collateral for this Guaranty, if any, during the term of this Guaranty Agreement. In furtherance, and not in limitation, of the foregoing waiver, the Guarantor hereby agrees that no payment by the Guarantor pursuant to this Guaranty Agreement shall constitute the Guarantor a creditor of the Borrower. During the term of the Guaranty Agreement, the Guarantor shall not seek any reimbursement from the Borrower in respect of payments made by Guarantor in connection with this Guaranty, or in respect of amounts realized by the County in connection with any collateral for the Guaranteed Obligations, if any, and the Guarantor expressly waives any right to enforce any remedy that the County now has or hereafter may have against any other Person and waives the benefit of, or any right to participate in, any collateral now or hereafter held by the County. No claim which the Guarantor may have against any other guarantor of any of the Guaranteed Obligations or against the Borrower, to the extent not waived pursuant to this Section, shall be enforced nor any payment accepted during the term of this Guaranty Agreement and all such payments are not subject to any right of recovery.

As used in this Section 2:

“Law” shall mean any federal, state, local or other law, rule, regulation or governmental requirement of any kind, and the rules, regulations, interpretations and orders promulgated thereunder; and

“Person” shall mean and include an individual, partnership, corporation, trust, unincorporated association, limited liability entity and any unit, department or agency of government.

**Section 3. Representations and Warranties.** To induce County to enter into the County Guaranty Agreement, the Reimbursement Agreement and the Access Agreement, the Guarantor hereby represents and warrants as follows:

(a) It is a limited liability company duly organized and validly existing under the laws of the State of Wisconsin and that it has taken all necessary limited liability company action and obtained all authorizations necessary on its part for the due and valid execution and delivery of this Guaranty Agreement and the assumption of the obligations represented hereby.

(b) The execution, delivery and performance of this Guaranty Agreement do not violate any provision of any material statute or other rule or regulation of any governmental authority applicable to the Guarantor; the articles of organization or operating agreement of the Guarantor; or any agreement or instrument to which the Guarantor is a party or by which it or any of its assets is bound.

(c) No authorization, approval, consent or license of any governmental regulatory body or authority, not already obtained, is required for the valid and lawful execution and delivery of this Guaranty Agreement by the Guarantor or the assumption of the obligations of the Guarantor represented hereby.

(d) This Guaranty is the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms except as such enforceability may be limited by: (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (b) general principals of

equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(e) It is not a party to any litigation or administrative proceeding, nor so far as is known by the Guarantor is any litigation or administrative proceeding threatened against it, which in either case would, if adversely determined, cause any material adverse change in its power or ability to perform its obligations under this Guaranty Agreement.

(f) It is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money or any guaranties or in default under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been issued or under any guaranties and no event has occurred and is continuing under the provisions of any such instrument or agreement which with the lapse of time, or with the giving of notice, or both would constitute an event of default thereunder.

(g) It has established adequate means of obtaining from the Borrower, on a continuing basis, financial and other information pertaining to the businesses, operations and condition (financial and otherwise) of the Borrower and its assets and properties. The Guarantor hereby expressly waives and relinquishes any duty on the part of the County (should any such duty exist) to disclose to Guarantor any matter, fact or thing related to the business, operations or condition (financial or otherwise) of the Borrower or its assets or properties, whether now known or hereafter known by the County during the life of this Guaranty Agreement. With respect to any of the Guaranteed Obligations, the County need not inquire into the powers of the Borrower or agents acting or purporting to act on its behalf, and all Guaranteed Obligations made or created in good faith reliance upon the professed exercise of such powers shall be guaranteed hereby.

**Section 4. Remedies.** If an Event of Default shall occur, the County may pursue any available remedy at law or in equity to realize payment of the amounts guaranteed hereby. No remedy herein conferred upon or reserved or otherwise available to the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty Agreement or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle the County to exercise any remedy reserved to it in this Guaranty Agreement, it shall not be necessary to give any notice, other than such notice as may be herein or by law expressly required. If any provision contained in this Guaranty Agreement should be breached by the Guarantor and thereafter duly waived by the County, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the County.



**Section 5. Miscellaneous.**

(a) Consideration for Guaranty. The Guarantor acknowledges and agrees with the County that but for the execution and delivery of this Guaranty Agreement by the Guarantor, the County would not have entered into the County Guaranty Agreement, the Reimbursement Agreement or the Access Agreement. The Guarantor acknowledges and agrees that the guarantee provided by the County pursuant to the County Guaranty Agreement will result in significant benefit to the Guarantor who is the [sole member] of the Borrower.

(b) Expenses and Attorneys' Fees. The Guarantor shall pay all reasonable fees and expenses incurred by the County, including the reasonable fees of counsel, in connection with the protection or enforcement of the County's rights under this Guaranty Agreement, including without limitation the protection and enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving the Borrower or the Guarantor, both before and after judgment.

(c) Amendments. This Guaranty Agreement shall not be effectively amended, modified or altered until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

(d) Successors. Except as limited or conditioned by the express provisions hereof, the provisions of this Guaranty Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

(e) Governing Law. This Guaranty Agreement has been executed, delivered and issued by the Guarantor and the County in the State of Wisconsin and shall be a contract made under and governed by the internal laws of the State of Wisconsin. If any one or more of the provisions contained in this Guaranty Agreement shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(f) Captions. The captions or headings in this Guaranty Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Guaranty Agreement.

(g) Facsimile and Counterparts. This Guaranty Agreement may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

(h) Notices. Any notice hereunder shall be in writing and shall be deemed to be given if hand delivered or sent by first class mail, electronic mail, facsimile, registered or certified mail, or overnight delivery and addressed as follows:

If to the Guarantor:

Hilbert Communications, LLC  
130 East Walnut Street  
Suite 305  
Green Bay, WI 54301  
Attn: Steven Schneider  
e-mail:

If to County :

\_\_\_\_\_, County, Wisconsin

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

e-mail:

The Guarantor or County may, by written notice, received by the other, designate a further or different address for purposes of notice hereunder.

(g) Severability. This Guaranty Agreement constitutes the entire agreement between the County and Guarantor with respect to the subject matter hereof, superseding all previous communications and negotiations, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon the County unless expressed herein. If any provisions of this Guaranty Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Guaranty Agreement contained, shall not affect the remaining portions of this Guaranty Agreement, or any part thereof.

**IN WITNESS WHEREOF**, the Guarantor has caused this Guaranty Agreement to be executed in its name and behalf and its corporate seal to be affixed hereto and attested by its duly authorized officers as of the date first above written.

HILBERT COMMUNICATIONS, LLC

By \_\_\_\_\_  
Name: Steven Schneider  
Title: President

Accepted as of the date first above written, by \_\_\_\_\_ County, Wisconsin.

\_\_\_\_\_ COUNTY, WISCONSIN

By \_\_\_\_\_  
Name:  
Title:

## **REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT (this "**Agreement**"), dated as of December 1, 2012, is between [Fond du Lac] [Adams] [Sauk] County, Wisconsin (the "**County**") and Bug Tussel Wireless, LLC, a Wisconsin limited liability company (the "**Borrower**").

### **WITNESSETH:**

WHEREAS, Midwestern Disaster Area Bonds in one or more series in the aggregate principal amount of \$\_\_\_\_\_ (the "**Bonds**") are to be issued by Fond du Lac County, Wisconsin (the "**Issuer**") on behalf of the Borrower to finance the acquisition, construction and installation of certain telecommunications infrastructure that includes, among other things (i) the acquisition by purchase or lease of land for telecommunications tower sites; (ii) constructing and equipping telecommunications towers on such sites; (iii) the installation of microwave and/or fiber-optic backhaul facilities; (iv) payment of capitalized interest; (v) funding of a debt service reserve fund; and (vi) payment of professional fees (collectively, the "**Project**"), pursuant to an Indenture of Trust, dated as of December 1, 2012 (the "**Indenture**"), between the Issuer and U.S. Bank National Association, as Trustee (the "**Trustee**");

WHEREAS, the proceeds derived from the issuance of the Bonds will be applied pursuant to a Loan Agreement between the Issuer and the Borrower, dated as of December 1, 2012 (as modified, amended, replaced, refinanced, renewed or extended from time to time, the "**Loan Agreement**"), to finance the costs of the Project, which Project is located in Adams County, Fond du Lac County and Sauk County, Wisconsin (each, a "**Participating County**");

WHEREAS, the Participating Counties have entered into an Intergovernmental Agreement, dated as of December 1, 2012 (the "**Intergovernmental Agreement**");

WHEREAS, the Borrower will execute and deliver to the Issuer its Promissory Note, Series 2012 (as modified, amended, replaced, refinanced, renewed or extended from time to time, the "**Note**") to evidence the Borrower's obligation to repay the loan made under the Loan Agreement;

WHEREAS, in consideration of the increased tax revenue that will accrue to the County as a result of the Project and the new jobs and other economic benefits for residents of the County that will result from the Project and the public safety benefits that will result from the Project and the County's access to the Project, the County has agreed to guarantee the payment of its pro rata share of the principal of and interest on the Bonds in an amount necessary to replenish the Debt Service Reserve Fund (as defined in the Indenture) pursuant to a Guaranty Agreement, dated as of December 1, 2012 (as modified or amended from time to time, the "**Guaranty**") by and between the County and the Trustee;

WHEREAS, the Borrower will have the primary obligation to make all scheduled principal and interest payments when due, and the County's liability under its Guaranty will arise only in the event that the Borrower does not make the payments as required;

WHEREAS, in return for the County's Guaranty, the Borrower has agreed to pay the County (i) an annual guaranty fee of 50 basis points of the pro rata principal amount of the Bonds subject to the County's Guaranty and (ii) all costs and expenses incurred by the County related to the issuance of the Bonds; and

WHEREAS, as further security for the County's Guaranty, the Borrower has agreed to grant the County a first mortgage on and security interest in all assets of the Project located in the County which are financed with proceeds of the Bonds (as modified, amended, replaced, refinanced, renewed or extended from time to time, the "**Mortgage**") pursuant to a Mortgage and Security Agreement in substantially the same form attached hereto as Exhibit A (the "**Form of Mortgage**"); and

WHEREAS, as further security for Borrower's obligations hereunder, Hilbert has agreed to guarantee Borrower's obligations under this Agreement; and

WHEREAS, as further consideration for the County's Guaranty, the Borrower has agreed to provide the County access to use any telecommunications towers (collectively, the "**Facilities**") constructed in the County with the proceeds of the Bonds pursuant to a Tower Access Agreement (as modified, amended, replaced, refinanced, renewed or extended from time to time, the "**Tower Access Agreement**") pursuant to a Tower Access Agreement in substantially the same form attached hereto as Exhibit B (the "**Form of Tower Access Agreement**").

NOW, THEREFORE, the parties hereto agree as follows:

**1. Definitions.** As used in this Agreement, the following terms shall have the following meanings:

"**Bond Documents**" means the Indenture, the Intergovernmental Agreement, Promissory Note and the Loan Agreement, as the same may be amended from time to time.

"**Default**" means any act, event, condition or omission which, with the giving of notice or lapse of time, would constitute an Event of Default hereunder.

"**Event of Default**" means the occurrence of any of the events described in Section 7.

"**Guaranty Payment**" means any payment of any amount made by the County pursuant to the Guaranty.

"**Hilbert**" means Hilbert Communications, LLC.

"**Hilbert Guaranty**" means the unconditional and irrevocable Guaranty executed and delivered by Hilbert, under the terms of which Hilbert will guarantee payment of all obligations and liabilities of Borrower under this Agreement, as modified or amended from time to time.

"**Project Land**" means any parcel of land in the County owned by or leased by Borrower upon which all or any part of the Project is constructed, installed or located.

**"Reimbursement Documents"** means this Agreement, the Mortgage, the Hilbert Guaranty, the Tower Access Agreement and any other documents or instruments evidencing, securing or guaranteeing Borrower's obligations to the County pursuant to this Agreement, as any of such documents may be modified or amended from time to time.

**"Obligations"** means all indebtedness, liabilities and other obligations of the Borrower to the County now existing or hereafter arising under this Agreement, the Mortgage, the Reimbursement Documents or any other documents or instruments evidencing, securing or guaranteeing Borrower's obligations to the County pursuant to this Agreement.

**"Project Property"** means any Project Land and all improvements and assets located thereon or used or useful in connection with the improvements located thereon, including without limitation, real property, improvements, frequencies licensed to Borrower, fixtures, equipment, machinery, telecommunications towers, microwave and/or fiber-optic backhaul facilities and all other facilities and property financed with the proceeds of the Bonds and located within the County.

2. **Guaranty Fee.** Upon execution of this Agreement and on each Interest Payment Date (as defined in the Indenture) (each, a **"Fee Payment Date"**), until all Borrower's obligations under the Bond Documents and the Reimbursement Documents have been satisfied in full, Borrower shall pay an annual guaranty fee to Guarantor in an amount equal to fifty (50) basis points of the pro rata principal amount of the Bonds subject to the County's Guaranty as of that Fee Payment Date, payable one-half (1/2) on each Fee Payment Date.

3. **Reimbursement.** Upon the payment by the County of any Guaranty Payment, the Borrower hereby unconditionally and irrevocably promises to immediately pay the County, and in any event within five (5) days of demand therefor, at its office in [Adams County] [Fond du Lac County] [Sauk County], Wisconsin, in immediately available funds, the amount of Guaranty Payment.

4. **Representations and Warranties.** In order to induce the County to execute the Guaranty, the Borrower represents and warrants to the County that the representations and warranties of the Borrower contained in the Loan Agreement are true and correct in all respects as of the date of this Agreement. In addition, the Borrower makes the following representations and warranties:

(a) All written information which Borrower or Hilbert has furnished or caused to be furnished to the County is true and correct in all material respects.

(b) Borrower has timely filed or caused to be filed all tax returns and reports required to have been filed and has paid or caused to be paid all taxes required to have been paid by it, except taxes that are being contested in good faith by appropriate proceedings and for which it has set aside on its books adequate reserves with respect thereto in accordance with generally-accepted accounting principles.

(c) Prior to disbursement of any proceeds of the Bonds for any Project Property, Borrower will have good title to, or a valid leasehold interest in, the Project Land on

which any Facilities will be constructed, and a fee interest in all improvements located on such land, free and clear of all liens and encumbrances.

(d) Prior to disbursement of any proceeds of the Bonds for any Project Property, Borrower will have all licenses, permits, franchises, patents, copyrights, trademarks and trade names, or rights thereto, reasonably necessary to construct, use and operate the Project Property and to conduct its business thereon.

(e) Borrower: (i) is, and at each Project Property will be, in compliance with all applicable environmental laws, rules, regulations and ordinances; and (ii) is, and at each Project Property will be, in compliance in all material respects with all other laws, rules, regulations and ordinances.

(f) No Default or Event of Default has occurred under this Agreement, the Bond Documents or any other Reimbursement Document.

The representations and warranties contained herein shall be true and accurate in all material respects as of the date hereof and as of the date of each disbursement of proceeds of the Bonds.

**5. Affirmative Covenants.** The Borrower agrees that it will do the following while the Guaranty is outstanding or any of the Obligations remain unpaid, unless the County otherwise agrees in writing:

(a) The Borrower shall comply with all covenants contained in the Loan Agreement, which are incorporated herein as if fully set forth herein.

(b) On the [Bond Closing Date] if Borrower has acquired any Project Property or entered into a lease with respect to any Project Property, or thereafter, concurrent with the Borrower acquiring any Project Property or entering into a lease of any Project Land, Borrower shall execute and deliver to County a Mortgage with respect to such Project Property, in the form of the Form of Mortgage. The Mortgage shall grant County a first mortgage on Borrower's fee or leasehold interest, as the case may be, in the Project Land and a first mortgage and/or security interest in all other elements of the Project Property, including without limitation, the improvements located on the Project Land and all other equipment, machinery, fixtures, assets and personal property used or useful in connection with the Project Property, all free and clear of all liens and encumbrances other than those liens and encumbrances approved by the County. Borrower hereby authorizes the County to file UCC financing statements, amendments and continuations thereof with respect to the collateral which is the subject of the Mortgage without any further consent of Borrower. The Mortgage and security interests shall not be released until the Bonds shall have been paid in full, all of the Obligations have been paid and preformed in full and the County has been fully released from all of its obligations under the County Guaranty Agreement. The failure of Borrower to deliver the Mortgage described herein on the date of acquisition or lease of any Project Land shall be an Event of Default hereunder. Borrower understands that County's obligation to authorize disbursement of any portion of the proceeds of the Bonds for any Project Property is conditioned upon the County having received a fully-executed Mortgage for such Project Property, in a form acceptable to the County and the

recording of the Mortgage in the office of the Register of Deeds of the County. Borrower shall have a continuing duty to cooperate with County and any representative of the County, including without limitation the Trustee, in securing a first lien on all Project Property.

(c) The Borrower will grant to the County, for a period of twenty-five (25) years, a non-exclusive, limited license to access and use the Project Property which is constructed by Borrower in the County (an "Access Right") pursuant to the Tower Access Agreement. The County may use an Access Right solely for the purpose of obtaining service to be used by County agencies. Such use shall be subject to the agreed upon lease of the tower. The Borrower will grant to any township, village or city within the County, to any fire and ambulance districts within the County, as long as such entity is not providing commercial communication utilities, use of the project property at a discounted rate pursuant to the Tower Access Agreement. That discounted rate will be set forth in the lease of the tower. In order to access this rate, the local entity must enter into a lease with Borrower and that is subject to these Access Rights.

(d) The Borrower will not consent to any amendment or supplement to any of the Bond Documents or any other document executed by the Borrower in connection with the issuance of the Bonds.

(e) The Borrower will use the entire proceeds of the Bonds only as provided in the Bond Documents.

(f) The Borrower agrees to build the Project as represented to the County.

(g) Borrower will conform and comply with, and will cause each Project Property to be in conformance and compliance with all federal, state, local and other laws, rules, regulations and ordinances applicable to the construction and installation of each Project Property and Borrower's operations at each Project Property, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the governing municipalities, and all applicable environmental laws, rules, regulations and ordinances.

(h) Borrower covenants that it will pay or cause to be paid prior to delinquency all foreign, federal, state and local taxes in connection with each Project Property, except where the validity or amount thereof is being contested in good faith by appropriate proceedings and Borrower has set aside on its books adequate reserves with respect thereto in accordance with generally accepted accounting principles.

(i) Borrower shall, except as otherwise provided in the Loan Agreement: (i) maintain its corporate and/or limited liability existence, as the case may be, and will not dissolve or dispose of all or substantially all of its assets and will not consolidate with or merge into any other entity, (ii) maintain each Project Property in good repair, working order and condition, ordinary wear and tear excepted; and (iii) maintain accurate records and books of account in accordance with generally-accepted accounting procedures consistently applied throughout all accounting periods.



(j) Borrower shall maintain in good standing and in full force and effect each license, permit, patent and franchise granted or issued by any federal, state or local governmental agency or regulatory authority that is necessary to Borrower's business conducted at each Project Property.

(k) Borrower shall: (i) comply in all material respects with all applicable environmental laws, rule, regulations and ordinances and orders of regulatory and administrative authorities with respect thereto applicable to each Project Property, and, without limiting the generality of the foregoing, promptly undertake and diligently pursue to completion any required response, investigation and clean-up action in the event of any release of hazardous substances on, upon or into any Project Property; and (ii) comply in all material respects with all other laws, rules, regulations and ordinances applicable to Borrower and each Project Property.

(l) Borrower shall:

(i) as soon as possible and in any event within five (5) business days after Borrower knows of the occurrence of any Default or Event of Default, notify County in writing of such Default or Event of Default and set forth the details thereof and the action which is being taken or proposed to be taken by Borrower with respect thereto;

(ii) promptly notify County of the commencement of any litigation or administrative proceeding brought against Borrower which would have a material adverse effect on Borrower's operations at any Project Property or materially impair the value of any Project Property;

(iii) notify County, and provide copies, immediately upon receipt but in any event not later than ten (10) days after receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Borrower, or an investigation, clean-up, removal, remedial action or other response by or on the part of Borrower under any environmental law or which seeks damages or civil, criminal or punitive penalties from or against Borrower, for an alleged violation of environmental laws at any Project Property;

(iv) notify County at least thirty (30) days prior to any change of Borrower's name; and

(v) promptly notify County of any damage to, or loss of, any Project Property.

(m) Borrower shall provide County with copies of the financial statements Borrower furnishes to the Trustee pursuant to the terms of the Loan Agreement at the time Borrower provides such statements to the Trustee.

6. **Negative Covenants.** From and after the date of this Agreement and until the entire amount of principal of and interest due on the Bonds and all other Obligations have been

paid in full, and County's Guaranty has been released, Borrower shall not at any time, without the prior written consent of County:

(a) Incur, create, assume or permit to be created or allow to exist any mortgage or lien upon or in any asset included in any Project Property or the Project.

(b) Except as otherwise provided in the Loan Agreement, sell, assign, transfer or otherwise dispose of any portion of any Project Property or the Project.

(c) Enter into any agreement, directly or indirectly, to sell or transfer any portion of any Project Property or the Project and thereafter to lease back the same or similar property.

(d) Modify or amend any lease of any Project Land by Borrower, as either lessor or lessee.

(e) Incur, create, assume, permit or permit to be created or allow to exist any indebtedness of Borrower in connection with any Project Property, other than the indebtedness evidenced by the Bonds.

7. **Insurance.** Borrower shall obtain and maintain at its own expense the following insurance, which shall be with insurers satisfactory to County: (a) "all risks" property insurance (including without limitation fire, collapse, windstorm, hail, business interruption and such other risks of loss as County reasonably may require), against loss of or damage to any Project Property and the Project, in amounts not less than the one hundred percent (100%) replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting any Project Property and the Project, with a replacement cost endorsement; (b) commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in an amount not less than \$2,000,000 combined single limit for bodily injury, including personal injury, and property damage; (c) product liability insurance in such amounts as is customarily maintained by companies engaged in the same or similar businesses; and (d) worker's compensation insurance in amounts meeting all statutory state and local requirements. Borrower shall maintain the insurance policies issued by insurers with a rating of at least "A-" and in the financial size category of at least "X" as established by A.M. Best Company and licensed to do business in the State of Wisconsin. Borrower shall provide evidence to the County that each Project Property is insured as required by this paragraph 7 on or prior to the date of acquisition of such Project Property. Each insurance policy shall require the insurer to provide at least thirty (30) days prior written notice to the County of any material change or cancellation of such policy and each insurance policy shall name County as an additional insured and, in the case of casualty insurance in respect of each Project Property, loss payee.

8. **Conditions Precedent to the County's Obligations.** The obligation of the County to deliver its Guaranty is conditioned upon the satisfaction of each and every of the following conditions:

(a) On or before the [Bond Closing Date], Borrower shall provide the County with evidence satisfactory to the County that Borrower is authorized to enter into this Agreement

and the other Reimbursement Documents to which it is a party, and that the persons signing this Agreement and such other documents on behalf of Borrower are authorized to so sign. On or before the [Bond Closing Date], Borrower, at its cost, shall provide a certified copy of the articles of organization and operating agreement of Borrower, and certificate of status issued by the Wisconsin Department of Financial Institutions for Borrower.

(b) On or before the [Bond Closing Date], Borrower and Hilbert shall each provide a certificate of incumbency and resolutions of Borrower, which resolutions shall provide that Borrower have been duly authorized to enter into this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement.

(c) On or before the [Bond Closing Date], counsel for Borrower shall provide an opinion of counsel reasonably acceptable to the County and their counsel, stating among other things, that the persons executing this Agreement, the other Reimbursement Documents and the agreements entered into hereunder are authorized to do so, that Borrower have duly authorized entry into this Agreement and the other Reimbursement Documents, and that this Agreement and such other Reimbursement Documents are valid and enforceable in accordance with their terms.

(d) At or prior to the [Bond Closing Date], Borrower shall have executed and delivered to the County any documents and agreements as are required by this Agreement, including without limitation, any required Mortgage.

(e) On or before the [Bond Closing Date], the County shall have received UCC searches of the records of the Wisconsin Department of Financial Institutions, showing that there are no prior liens on the assets of Borrower described in paragraph 5(b).

(f) The representations and warranties of Borrower contained in this Agreement shall be true and accurate in all material respects.

(g) No Default or Event of Default shall exist under this Agreement or any other Reimbursement Document.

(h) Any other conditions for delivery as set forth in the Guaranty shall have been met.

All submissions given to County to satisfy the conditions contained in this paragraph 8 must be satisfactory in form and content to the County.

9. **Condition Precedent to Disbursements.** The following conditions must be met prior to each disbursement of proceeds of the Bonds:

(a) Borrower shall provide to the Participating Counties, all of the information and documentation required by Section 4.04 of the Loan Agreement to be provided to the Trustee (as that term is defined in the Loan Agreement). Each Participating County shall have approved all of such information and documentation. The Borrower agrees that any Participating County may condition any disbursement of proceeds of the Bonds upon its receipt of such additional information and documentation as it may reasonably require to evidence the truth and

accuracy of the statements and representations contained in the documentation and information provided pursuant to Section 4.04 of the Loan Agreement. Borrower also agrees that no Participating County is required to approve a disbursement unless all of the conditions of this paragraph 9 have been met to the satisfaction of such Participating County.

(b) Borrower shall provide evidence acceptable to the Participating Counties, that the amounts in the Project Fund (as that term is defined in the Loan Agreement) are sufficient to complete the Project in accordance with the approved plans and specifications for the Project or, if such funds are not sufficient, the Borrower shall deposit an shortfall with the Trustee.

(c) The representations and warranties of Borrower contained in this Agreement or in any other Reimbursement Document shall be true and accurate in all material respects on and as of the date of any such disbursement, except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date.

(d) (i) No Default or Event of Default shall exist under this Agreement or any Reimbursement Document and (ii) there shall not exist and default or any Event of Default under any Bond Document.

(e) There shall be no unrepaired damage to or destruction of any part of the Project Property or the Project.

(f) The County shall have received with respect to each Project Property:

(i) Evidence of title in the form of a mortgagee's policy of title insurance in the amount of the Mortgage on such Project Property, on a current ALTA form issued by an issuer licensed to write title insurance in the State of Wisconsin, including a gap endorsement and any other endorsements requested by the County, insuring the County's Mortgage as a first lien on the Project Property, free and clear of all liens and encumbrances other than those liens and encumbrances acceptable to the County.

(ii) An ALTA survey with Table A items requested by the County, in a form sufficient to cause the title company issuing the mortgagee's loan policy of title insurance to delete the survey exception therefrom and otherwise in a form acceptable to the County.

(iii) Evidence of compliance with environmental laws, including a Phase I environmental assessment on the Project Property and further environmental testing if deemed necessary by the County based on the results of the Phase I assessment.

(iv) A disclaimer from any lessor of any Project Land satisfactory in form to the County, under the terms of which each lessor agrees that it has no interest in any improvements or other property comprising the Project Property and that upon the occurrence of an Event of Default, County shall be permitted, at its option, to remove any improvements located on the Project Land from the Project Land, and to enforce any mortgage or security interest the County may have, free and clear of any interest of such lessor in the property which is the subject of the Mortgage and/or security interest.

(g) If any Project Property land is to be leased by Borrower rather than owned by Borrower in fee simple, then the lease of the Project Property land must be approved in advance by County, which approval County can grant or withhold in its sole discretion. Borrower understands that County will not approve any lease unless it contains, among other things, (i) a provision allowing the County to terminate the lease or assume the lease, at County's option, upon the occurrence of an Event of Default by Borrower under this Agreement, and (ii) the terms of subparagraph 9(f)(iv) above.

(h) Such other documents, certificates, and agreements as may be reasonably requested by the County.

**10. Indemnification.** To the fullest extent permitted by law, the Borrower agrees to indemnify, defend, and hold harmless the County and its respective officers, governing members, directors, officials, employees, attorneys and agents against any and all claims, losses, damages, actions, liabilities, costs, and expenses of any conceivable nature, kind, or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the County may become subject under any statutory law or at common law or otherwise, arising out of or based upon or in any way relating to the County's issuance of the bond or Guaranty.

The County shall promptly notify the Borrower in writing of any claim or action brought against the County in respect of which indemnity may be sought against the Borrower, setting forth the particulars of such claim or action, and the Borrower will assume the defense thereof, including the employment of counsel reasonably satisfactory to the County, or such controlling person, as the case may be, and the payment of all expenses.

In its discretion, the County shall have the right to employ separate counsel in any circumstances described in this Section. The fees and expenses of such legal counsel shall be included within the costs indemnified pursuant to this Section, irrespective of whether the Borrower shall have consented to any settlement of any such action.

The obligations of the Borrower under this Section 10 shall survive the termination of this Reimbursement Agreement.

**11. Events of Default; Remedies.**

(a) Events of Default. The occurrence of any of the following shall constitute an Event of Default:

(i) Failure to Pay Obligations. The Borrower fails to pay when due any of the Obligations when the same comes due;

(ii) Breach of Representations and Warranties. Any representation or warranty made under this Agreement or information provided by Borrower or Hilbert in connection with this Agreement is or was false or fraudulent in any material respect;

(iii) Breach of Covenants. The Borrower fails to comply with any term, covenant or agreement contained in paragraphs 5(a) through 5(g) of this Agreement;

(iv) Breach of Other Provisions. The Borrower fails to comply with any other term, covenant or agreement contained herein or in any other Reimbursement Document and such default shall continue for a period of 30 days after written notice to the Borrower from the County;

(v) Default Under Bond Documents. An Event of Default (as defined therein) shall occur under any Bond Document and such default continues beyond any grace period provided therein;

(vi) Bankruptcy Events. Borrower or Hilbert shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of sixty (60) days or more, or Borrower or Hilbert shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within sixty (60) days after his appointment; or (vi) adopt a plan of complete liquidation of its assets; or

(vii) Other Defaults. Borrower or Hilbert defaults under any other indebtedness in excess of \$100,000 to any other person or entity which results in the acceleration of the indebtedness by the holders of such indebtedness prior to its stated final maturity; or

(viii) Dissolution. Borrower or Hilbert shall be dissolved or shall cease to exist.

(b) Remedies. Upon the occurrence of any Event of Default, at the County's option and in its sole discretion, all Obligations or any part of them shall become due and

payable immediately. County, at its option and in its sole discretion, shall also have the right to accelerate all amounts which at any time in the future may become due and payable under its Guaranty. The County shall have all of the remedies for default provided for under applicable law, and/or in equity, and/or under this Agreement or any other Reimbursement Document, including without limitation the right to foreclose the Mortgage, or Bond Document, and the County may, at its option and in its sole discretion, notify the Trustee that an Event of Default has occurred and request the Trustee to accelerate the maturity date of the Bonds. The County shall also have the right, at its option and in its sole discretion, to terminate or assume any lease of any Project Property. No remedy herein conferred upon County is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and/or available to County under any other Reimbursement Document, and/or now or hereafter existing at law or in equity. No failure or delay on the part of County in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

**12. Obligations Absolute.** The obligations of the Borrower under this Agreement shall be absolute, unconditional and irrevocable and shall remain in full force and effect until the Guaranty has expired and the Obligations have been paid in full, and such obligations of the Borrower shall not be affected, modified or impaired upon the happening of any event.

**13. Waiver.** The County shall not be deemed to have waived any of its rights hereunder unless the County shall have signed such waiver in writing.

**14. No Necessity to Inquire.** The County is expressly authorized and directed to honor any request for payment which is made under and in compliance with the terms of Guaranty without regard to, and without any duty on the County's part to inquire into, the existence of any disputes or controversies between the Borrower, the Issuer or the Trustee or any other person or the rights, duties or liabilities of any of them.

**15. Binding Effect.** This Agreement inures to the benefit of, and is binding upon, the successors and assigns of the County and the Borrower, provided that none of the rights of the Borrower hereunder may be assigned without the prior written consent of the County and none of County's rights under Section 11 may be assigned without the prior written consent of the Borrower.

**16. Governing Law.** This Agreement is being delivered in and shall be deemed to be a contract governed by the laws of the State of Wisconsin and shall be interpreted and enforced in accordance with the laws of that state without regard to the principles of conflicts of laws.

**17. Titles.** The titles of sections in this Agreement are for convenience only and do not limit or construe the meaning of any section.

**18. Entire Agreement.** This Agreement, Bond Documents and the other Reimbursement Documents shall constitute the entire agreement of the parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings of the parties in connection therewith.

19. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement.

20. **Costs.** Borrower shall pay all fees, costs and expenses incurred by the County, including attorneys fees, in connection with: (i) the drafting and negotiation of this Agreement and the other Reimbursement Documents, and (ii) the enforcement of County's rights against under this Agreement or any other Reimbursement Document, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Borrower or Hilbert. Any and all such fees, costs and expenses incurred by County shall be indebtedness of Borrower and Hilbert to the County hereunder.

21. **County's Right to Cure Default.** In case of failure by Borrower to procure or maintain insurance required to be maintained hereunder, or to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement or any other document, contract or agreement affecting the Project Property, including without limitation, the terms and conditions of any Reimbursement Documents, the County shall have the right, but shall not be obligated, to effect such insurance or pay such fees, assessments, charges or taxes or take such action as is necessary to remedy the failure of Borrower to comply with the documents, contracts or agreements, and, in that event, the cost thereof shall be payable by Borrower to the County.

22. **No Personal Liability.** Under no circumstances shall any council person, supervisor, officer, official, director, attorney, employee or agent of the County have any personal liability arising out of this Agreement, or any other Reimbursement Document and no party shall seek or claim any such personal liability.

23. **Waiver.** No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the County and Borrower, and then only to the extent specifically set forth in writing.

24. **Notice.** All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) one business day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iv) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this paragraph of a change of address:

If to the County: \_\_\_\_\_

If to Borrower: \_\_\_\_\_



25. **Beneficiaries.** This Agreement is intended solely for the benefit of Borrower and the County, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the County in connection therewith.

26. **Venue.** Venue for any claim or controversy arising, directly or indirectly, from or relating to, this Agreement or the Reimbursement Documents shall be exclusively in the state circuit court located in the County. The parties agree to submit themselves to the jurisdiction of that court for resolution of any such claim or controversy.

27. **Relationship of Parties.** Nothing contained in this Agreement or in any Reimbursement Document or any other documents executed pursuant to this Agreement, shall be deemed or construed as creating a partnership or joint venture between any County and Borrower or between County and any other person, or cause County to be responsible in any way for the debts or obligations of Borrower or any other person. Borrower further represents, warrants and agrees, for itself and its successors and permitted assigns, not to make any assertion inconsistent with their acknowledgment and agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar and estoppel against any assertion by or for Borrower and its successors and permitted assigns, that is inconsistent with its acknowledgment and agreement contained in the preceding sentence.

28. **Compliance with Law.** Nothing contained in this Agreement is intended to or has the effect of releasing Borrower from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**BORROWER:**

BUG TUSSEL, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**COUNTY:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**EXHIBIT A**  
**FORM OF MORTGAGE**  
*(see attached*

**EXHIBIT B**

**FORM OF TOWER ACCESS AGREEMENT**

*(see attached*

RESOLUTION NO. 97-2012

APPROVING AN AMENDMENT TO THE TOWN OF MERRIMAC  
ZONING ORDINANCE TO PERMIT THE KEEPING OF CHICKENS  
AS FILED BY THE TOWN OF MERRIMAC.

WHEREAS, the Town of Merrimac has been granted the authority to exercise village powers under Wis Stat. § 60.12(2)(c); and

WHEREAS, a public hearing was held by the Town Board of the Town of Merrimac in accordance with Wis Stat. § 60.61(4)(c) on August 15, 2012, for an amendment to the Town of Merrimac Zoning Ordinance to permit chickens on lots that are a minimum of 1.15 acres up to no more than 4.99 acres with specified limitations; and

WHEREAS, the Merrimac Town Board, on September 5, 2012 voted to approve the ordinance amendment; and

WHEREAS, Wis Stat. § 60.62(3) states that no zoning ordinance or amendment to a zoning ordinance may be adopted unless approved by the county board; and

WHEREAS, the Sauk County Board of Supervisors approved the Town of Merrimac Zoning Ordinance on January 13, 1993 and all amendments thereafter; and

WHEREAS, your Committee, based upon the facts of the request, does recommend that the amendment to the Town of Merrimac Zoning Ordinance, as referenced in Appendix A, be Approved.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the amendments to the Town of Merrimac Zoning Ordinance as referenced in Appendix A, under the Town of Merrimac Zoning Ordinance, be Approved.

For consideration by the Sauk County Board of Supervisors on November 20, 2012.

Respectfully submitted,

CONSERVATION, PLANNING, AND ZONING COMMITTEE

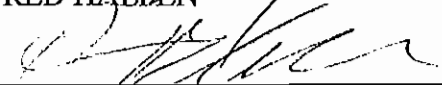
\_\_\_\_\_  
GERALD LEHMAN, CHAIR

  
\_\_\_\_\_  
DON NOBS

\_\_\_\_\_  
JOHN DIETZ

  
\_\_\_\_\_  
JUDY ASHFORD

  
\_\_\_\_\_  
FRED HALEEN

  
\_\_\_\_\_  
DENNIS POLIVKA

## TOWN OF MERRIMAC ORDINANCE 2012-09

## AN ORDINANCE AMENDING SECTIONS OF THE TOWN OF MERRIMAC ZONING ORDINANCE

The Town Board of the Town of Merrimac, Sauk County, Wisconsin, do ordain as follows:

Repeal Section 7.02 (5) (a), (b) and (c) and replace with the following new section (new language is in bold):

5) Animals and fowl other than household pets shall be permitted with the following limitations:

a) Keeping of chickens on lots that are a minimum of 1.15 acres up to no more than 4.99 acres may be permitted with the following limitations:

1. Keeping of roosters is prohibited.
2. A maximum of 20 chickens may be kept on any property.
3. Coop and run required.
  - a) Chickens shall be provided with a coop (i.e. a covered roosting area) and an adjacent run (i.e. enclosed area in which chickens are allowed to walk and run about).
  - b) The coop shall not exceed 100 square feet in area or 12 feet in height.
  - c) The coop and run shall be located in the rear yard at least 25 feet from all property lines and at least 10 feet from the principal structure.
  - d) The coop and run shall be set back a minimum of 75 feet from any ordinary high water mark, wetland, floodplain, and perennial or intermittent drainage way (as depicted on USGS 7.5-minute quadrangle maps).
  - e) The run shall be surrounded by a fence that is between 36 and 96 inches in height.
  - f) Chickens shall not be permitted in any other structure on the lot, including garages, basements, and attics, nor outside of the coop or run.
  - g) The sale of live chickens, meat, eggs, or other by-products is prohibited without the approval of the Wisconsin Department of Agriculture, Trade, and Consumer Protection.
  - h) The property owner shall register with the Wisconsin Department of Agriculture, Trade, and Consumer Protection in accordance with WI Administrative Code DATCP 17.02.

4. A permitted use to keep chickens may be suspended or revoked by the Zoning Administrator where there is a risk to public health or safety, or for any violation of or failure to comply with any of the provisions of this ordinance, including encroachments onto other properties, or with the

Res. # 97-2012

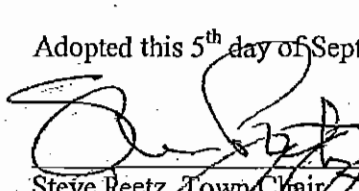
provisions of any other applicable ordinance or law. The property owner may appeal the Administrator's decision to the Town Board of Appeals.

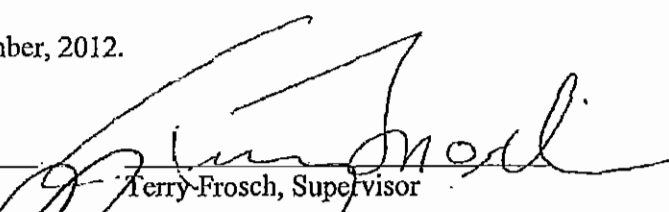
b) Lots or parcels on which such animals or fowl (described in Subsection 5), above) are maintained shall contain a minimum of 5 acres. In addition:

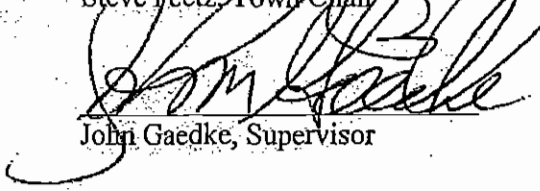
1. Any building housing such animals or fowl shall be not less than 100 feet from any lot line; and,
2. Appropriate confinement must be provided.

c) Signs – only those meeting the standards of this Ordinance.

Adopted this 5<sup>th</sup> day of September, 2012.

  
Steve Beetz, Town Chair

  
Terry Frosch, Supervisor

  
John Gaedke, Supervisor

ATTEST:

  
Tim McCumber

Town Administrator & Clerk – Treasurer

Recommended for Approval by the Planning & Zoning Commission – August 15, 2012

Approved by the Town Board – Sept. 5, 2012

Approved by the Sauk County Board –

RESOLUTION NO. 98-2012

ACCEPTING THE PLAT OF THE 3<sup>RD</sup> ADDITION TO THE RESTING GREEN CEMETERY

**WHEREAS**, the Sauk County Conservation, Planning, and Zoning Committee met on November 8, 2012 to review and consider a plat for the 3<sup>rd</sup> Addition to Resting Green Cemetery; and

**WHEREAS**, pursuant to Wis Stat. § 157.07(1) County Board and Town Board approval is required for all cemetery plats located within a town; and

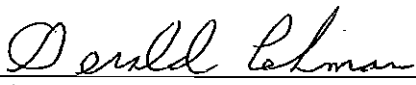
**WHEREAS**, the Ironton Town Board did adopt, by resolution, the aforementioned plat of the 3<sup>rd</sup> Addition to Resting Green Cemetery on October 8, 2012; and

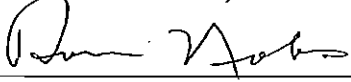
**WHEREAS**, your Committee has determined that said plat is consistent with the provisions of the Sauk County Zoning Ordinance and does recommend that the plat of the 3<sup>rd</sup> Addition to Resting Green Cemetery be Approved.

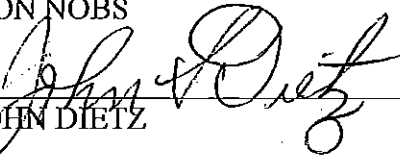
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the plat for the 3<sup>rd</sup> Addition to Resting Green Cemetery, being located in the Town of Ironton, Sauk County, Wisconsin, as referenced in Appendix A, be Approved.

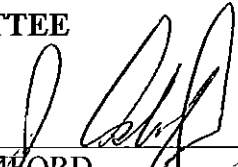
For consideration by the Sauk County Board of Supervisors on November 20, 2012.


Respectfully submitted,  
**CONSERVATION, PLANNING, AND ZONING COMMITTEE**

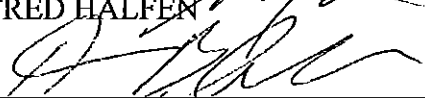
  
GERALD LEHMAN, CHAIR

  
DON NOBS

  
JOHN DIETZ

  
JUDY ASHFORD

  
FRED HALFEN

  
DENNIS POLIVKA

Fiscal Note: no impact  
MIS Impact: no impact

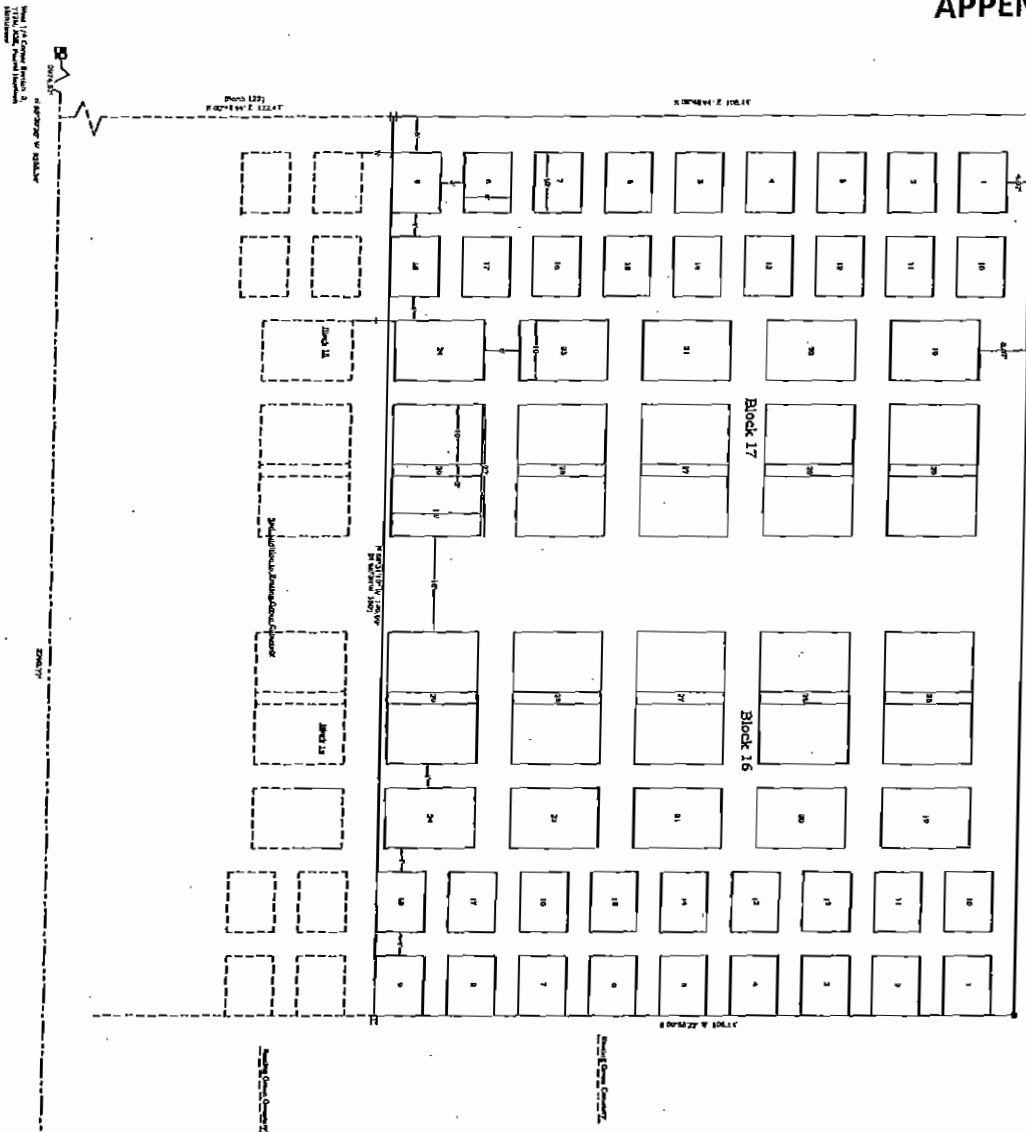
KPB



# APPENDIX A

## 3rd Addition to Resting Green Cemetery

Located in the SW 1/4 of the NE 1/4 of Section 3, T12N, R2E, Town of Harrison, Stark County, WI.



3rd Addition to Resting Green Cemetery

3rd Addition to Resting Green Cemetery

1. The following is a list of the names of the persons who have been buried in the 3rd Addition to Resting Green Cemetery since the date of the last survey of the cemetery. The names are listed in alphabetical order by the first name. The date of burial is given in parentheses after the name. The date of the last survey of the cemetery is given at the end of the list.

2. The following is a list of the names of the persons who have been buried in the 3rd Addition to Resting Green Cemetery since the date of the last survey of the cemetery. The names are listed in alphabetical order by the first name. The date of burial is given in parentheses after the name. The date of the last survey of the cemetery is given at the end of the list.

SW 1/4	NE 1/4
SW 1/4	NE 1/4

ORDINANCE NO. 14 -2012

**Establishing Fees to be Charged by the County Clerk for the Purchase of Marriage Licenses, Domestic Partnership Agreements and Waivers Thereof and Creating Sauk County Code § 30.08**

**WHEREAS**, Wis. Stat. § 765.15 & 770.17, establish a base price of \$49.50 for all counties to charge applicants who wish to purchase a marriage license or domestic partnership agreement and allows the county board to increase that fee, if so desired; and,

**WHEREAS**, Wis. Stat. § 765.08(2) also provides that the County Clerk may, at his or her discretion, issue a marriage license within less than five days after application if the applicants pay an additional fee of no more than \$25 to cover any increased processing cost to the county; and,

**WHEREAS**, Wis. Stat. § 770.07(1) (b) 2 also provides that the County Clerk may, at his or her discretion, issue a domestic partnership agreement within less than five days after application if the applicants pay an additional fee of no more than \$10 to cover any increased processing cost to the county; and,

**WHEREAS**, Sauk County currently charges, \$75 to purchase a marriage license or domestic partnership agreement and an additional \$10 for an expedited marriage license and an additional \$10 for an expedited domestic partnership; and,

**WHEREAS**, fees for the purchase of a marriage license have only been increased twice; when the basic state fee was increased in 1992 and the waiver fee was increased to \$10.00 by action of the County Board of Supervisors by Resolution No. 125-1988, and again in 2009 for both marriage licenses and domestic partnership agreements by Resolution No. 98-2009; and,

**WHEREAS**, your Executive and Legislative Committee recommends increasing fees for a marriage license or domestic partnership agreement to \$80, which will compensate the Clerk's office for assistance in instruction to applicants in procuring and filling out the proper documentation to begin the completion of an application.

**NOW, THEREFORE BE IT ORDAINED**, by the Sauk County Board of Supervisors, met in regular session, that effective January 1, 2013, a fee of eighty dollars (\$80.00) shall be charged for the sale of a marriage license or domestic partnership agreement in Sauk County; and,

**BE IT FURTHER ORDAINED**, that should Wisconsin statutes be changed to allow a uniform waiver fee for both marriage licenses and domestic partnership agreements, the County Clerk is hereby authorized and directed to implement a uniform fee of twenty-five dollars (\$25.00) without further action of the County Board, provided and amendment is made in the Sauk County Code of Ordinances pursuant to Wis. Stat. § 59.14 and § 66.103; and,

ORDINANCE NO. 14-2012

**Establishing Fees to be Charged by the County Clerk for the Purchase of Marriage Licenses, Domestic Partnership Agreements and Waivers Thereof**

**BE IT FURTHER ORDAINED**, that Sauk County Code § 30.08 is hereby created to read as follows:

**30.08 County Clerk Fees.** (1) The County Clerk shall charge the following fees for the below described services.


- (a) Marriage license or domestic partnership agreement: \$80.00.
- (b) Waiver fee for expedited marriage license or domestic partnership agreement: \$10.00 (subject to increase to \$25.00 by administrative action of the County Clerk pursuant changes in state statute).
- (2) These fees shall be effective on January 1, 2013.

For consideration by the Sauk County Board of Supervisors on November 20, 2012.

Respectfully submitted:


**EXECUTIVE AND LEGISLATIVE COMMITTEE:**

  
Martin F. Krueger, Chair

  
Jason Lane

  
William F. Wenzel

  
Joan Fordham, Vice-Chair

  
Donald Stevens

Fiscal Note: Sauk County issues on average 430 marriage licenses per year (average of 2009-2011). The proposed fee schedule is estimated to increase total county revenues to \$16,500, or an increase of \$2,150 more than prior years. This increase will be reflected in the department's 2013 budget. The number of domestic partnership agreements to be issued is expected to be minimal. *YLB*

Number of Licenses (Three year average)	One State \$25 per license	One Court for mediation \$20 per license	County Revenue \$15 per license (based on \$30 license fee)
430 marriage licenses	\$10,750	\$8,600	\$15,050
10 Domestic Partnerships (county receives \$55 per license)	\$250	\$0	\$550
80 Marriage License Waivers	\$0	\$0	\$800
10 Domestic Partnership Waivers	\$0	\$0	\$100
<b>TOTAL:</b>			<b>\$16,500</b>

MIS Note: No direct impact.

RESOLUTION NO. 99-12

**Authorizing the Purchase of Replacement Servers for the  
Sheriff's Dispatch & Records Management System**

**WHEREAS**, Sauk County utilizes a centralized server architecture for application servers utilized by County systems; and,

**WHEREAS**, the servers which operate the Sheriff's Department's VisionAIR System are 7 years old and due for replacement; and,

**WHEREAS**, the migration from a physical server architecture to a virtual server architecture reduces the physical number of servers required and greatly improves system redundancy; and,

**WHEREAS**, one of the major 2012 MIS projects for the Sheriff's Department is the replacement of the VisionAIR System Servers and migrating this system to a virtual environment; and,

**WHEREAS**, the 2011 and 2012 MIS budgets for the Sheriff's Department appropriated funding for this project; and,

**WHEREAS**, Sauk County has standardized its server infrastructure on Dell equipment and purchase these products directly from Dell, therefore, no competitive bids were obtained as it would be cost and time prohibitive to employ incompatible equipment; and,

**WHEREAS**, your Executive and Legislative and Law Enforcement and Judiciary Committees have reviewed this matter and found it in the best interest of Sauk County purchase the following:

3 Dell Power Edge Servers and related licensing for \$60,921.47

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the above-described purchase, for the total amount of \$60,921.47 be and hereby is accepted by the County of Sauk;

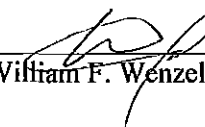
**AND, BE IT FURTHER RESOLVED**, that the Sauk County Management Information Systems Coordinator is hereby delegated the authority to sign any contracts related to the purchase of said products and equipment on behalf of Sauk County.

For consideration by the Sauk County Board of Supervisors on November 20, 2012.


Respectfully submitted,

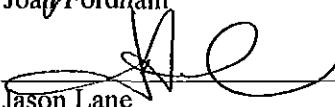
**Executive and Legislative Committee**

  
Marty Krueger, Chairperson


  
William F. Wenzel

Donald Stevens

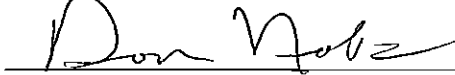
  
Joan Fordham

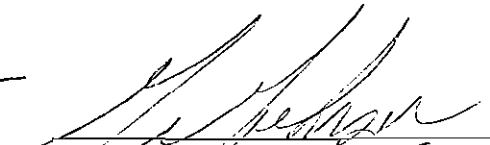
  
Jason Lane

Law Enforcement and Judiciary Committee

  
Donald Stevens, Chairperson

Peter Tollaksen

  
Don Nobs

  
George F. Johnson

  
Frederick J. Halfen

**Fiscal Note:** The 2011 MIS budget for the Sheriff's Department provided \$45,000 for this project with an additional \$45,000 appropriated in the 2012 MIS Budget for the Sheriff's Department. Ongoing costs are estimated to be \$1900 annually for licensing. There are no ongoing hardware maintenance costs for these units. *VPB*

**MIS Note:** The current server infrastructure for the Visionair system utilizes 7 individual servers, through Virtualization these can be reduced to 3.

**Purchase Detail:**

Quantity	Description	Unit Cost	Total Cost
	Dell Power Edge R410 Domain		
2	Controllers	\$4,807.53	\$9,615.06
1	Dell Power EDGE R720 Vmware Server	\$10,409.49	\$10,409.49
3	SQL Server 2-eore 2008 Licenses	\$5,200.00	\$15,600.00
3	Server 2008 Licnses	\$650.00	\$1,950.00
130	Server 2008 User CAL's	\$35.00	\$4,550.00
6	Vsphere Core Licenses	\$915.00	\$5,490.00
1	Vendor consulting fees	\$7,000.00	\$7,000.00
1	Cisco Catalyst 24port switch	\$2,104.72	\$2,104.72
6	Vreplicator Core Licenses	\$319.00	\$1,914.00
6	Vmware Core Maintenance	\$289.00	\$1,734.00
16	Cat 6 1G Cables	\$14.95	\$239.20
3	KVM Adapters	\$105.00	\$315.00
2012 Total			\$60,921.47

# RESOLUTION 100 - 12

## County Aid For Bridge Construction Under § 82.08 Of The State Statutes

**WHEREAS**, by specifications in the 2013 Budget and Levy for 2013, the Honorable Board of Supervisors of Sauk County has appropriated funds and authorized the Sauk County Highway and Parks Committee to proceed with the proper prosecution of all work provided for therein, and

**WHEREAS**, your Committee has included in its budget requests appropriations for the granting of petitions for County Aid under Wis. Stat. § 82.08, filed by governmental units as follows:

LOCAL GOVERNMENT BRIDGE	TOTAL AMOUNT	LOCAL SHARE	COUNTY SHARE
<b>TOWN OF BARABOO</b>			
Old Highway 33 Culvert	\$ 6,399.94	\$ 3,200.94	\$ 3,199.00
Lovers Lane Road Culvert	\$ 5,636.20	\$ 2,818.20	\$ 2,818.00
<b>TOWN OF BEAR CREEK</b>			
Nachreiner Road Culvert #1	\$ 3,347.98	\$ 1,674.98	\$ 1,673.00
Nachreiner Road Culvert #2	\$ 7,889.00	\$ 3,945.00	\$ 3,944.00
Nachreiner Road Culvert #3	\$ 2,429.38	\$ 1,215.38	\$ 1,214.00
<b>TOWN OF DELLONA</b>			
Simpson Road Bridge	\$ 109,381.22	\$ 54,691.22	\$ 54,690.00
Gavin Road Culvert	\$ 8,766.22	\$ 4,383.22	\$ 4,383.00
Oak Hill Road Cattlepass	\$ 9,558.00	\$ 4,779.00	\$ 4,779.00
<b>TOWN OF FAIRFIELD</b>			
Paschen Road Culvert	\$ 6,108.41	\$ 3,054.41	\$ 3,054.00
<b>TOWN OF FREEDOM</b>			
Schmidt Road Bridge	\$ 2,668.35	\$ 1,334.35	\$ 1,334.00
Diamond Hill Road Bridge	\$ 1,498.63	\$ 749.63	\$ 749.00
Schmidt Road Culvert	\$ 4,545.08	\$ 2,273.08	\$ 2,272.00
Kohlmeyer Road Culvert	\$ 1,103.28	\$ 552.28	\$ 551.00
<b>TOWN OF GREENFIELD</b>			
Tower Road Bridge	\$ 5,451.00	\$ 2,726.00	\$ 2,725.00
Bluff Road Culvert #1	\$ 6,225.92	\$ 3,113.92	\$ 3,112.00
Bluff Road Culvert #2	\$ 6,049.92	\$ 3,025.92	\$ 3,024.00
Konkel Mill Road Bridge	\$ 2,445.82	\$ 1,223.82	\$ 1,222.00
Alberts Culvert	\$ 1,096.85	\$ 548.85	\$ 548.00

RESOLUTION NO. 100 -12  
Page 2

TOWN OF HONEY CREEK

Hemlock Road Bridge	\$ 1,659.35	\$ 830.35	\$ 829.00
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TOWN OF PRAIRIE DU SAC

Leuders/Roeser Culvert	\$ 958.55	\$ 479.55	\$ 479.00
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TOWN OF SPRING GREEN

Butternut Road Culvert	\$ 21,799.50	\$ 10,900.50	\$ 10,899.00
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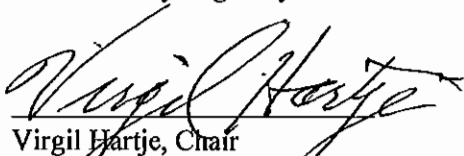
\$ 107,498.00

NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the above described petitions for County Aid be and hereby are granted with the appropriations shown approved.

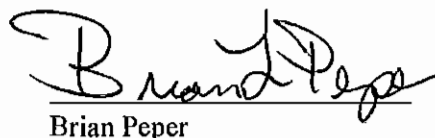
For Consideration by the Sauk County Board of Supervisors on November 20, 2012.

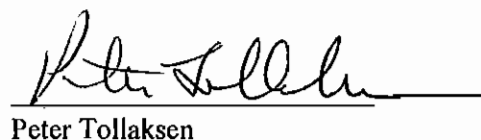
Respectfully submitted:

Sauk County Highway and Parks Committee

  
Virgil Hartje, Chair

  
Donald Stevens

  
Brian Peper

  
Peter Tollaksen

  
Martin (Tim) Meister

Fiscal Note: Appropriation. This expenditure will be paid from Highway Acct.#70030303-526100. KPB  
Local Bridge Aids.

Funds for this Resolution are included in the Highway Budget request for 2013.

MIS Note: No MIS Impact.

ORDINANCE NO. 15 -12

**SAUK COUNTY CODE OF ORDINANCES TEMPORARILY SUSPENDING  
SECTION 13.22**

**WHEREAS**, in accordance with Section 13.29 of the Personnel Ordinance, the Personnel Committee shall conduct an annual wage and salary review and make specific recommendations for changes in pay rates, fringe benefits and other conditions of employment to the County Board; and

**WHEREAS**, the Personnel Committee believes it to be in the best interest of Sauk County to suspend merit increases for calendar year 2013, while the Sauk County Classification and Compensation Plan is analyzed for structural changes and/or adjustments; and.

**WHEREAS**, temporarily suspending §13.22, will suspend merit increases for the non-represented employees for calendar year 2013.

**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors, that §13.22 of the Sauk County Code of Ordinances be temporarily suspended for calendar year 2013, thereby suspending merit increases for the non-represented employees for calendar year 2013.

For consideration by the Sauk County Board of Supervisors on November 20, 2012.

Respectfully submitted,

***SAUK COUNTY PERSONNEL COMMITTEE***

---

*TIM MEISTER*

---

*PETER TOLLAKSEN*

---

*CAROL HELD*

---

*HENRY NETZINGER*

---

*SCOTT ALEXANDER*

**FISCAL NOTE:** Elimination of merit increases for approximately 116 eligible employees of the non-represented group will result in a total dollar reduction of \$86,369. However, since some positions are offset, all or in-part, by revenue sources other than the tax levy, the actual net-levy savings of this resolution is estimated to be \$84,748.

KLB



RESOLUTION NO. 101-12

**AUTHORIZING ISSUANCE OF QUIT CLAIM DEED TO CERTAIN LANDS IN THE  
TOWN OF WOODLAND TO ROSEMARY RUBY AND LARRY RUBY**

**WHEREAS**, Sauk County has previously taken tax title to certain lands described as:

Town of Woodland, Matterhorn Addition to Branigar's Dutch Hollow Lake, Lot 297,  
more particularly described in Sauk County Register of Deeds at: Document #749078  
and Document #748408 and Reel 675, Image 469 (Parcel # 044-1121-00000)

**WHEREAS**, your Committee has previously advertised the sale and appraised value of  
said property for three successive weeks prior to December 31, 2010, as a Class III Notice under  
Chapter 985 of the Wisconsin Statutes, but said property remains unsold; and

**WHEREAS**, Rosemary Ruby and Larry Ruby have offered to purchase said property for  
an amount equaling or exceeding the appraised value of said lot, offering the sum of \$1,600.00,  
the appraised value of said property having been placed at \$1,600.00; and,

**WHEREAS**, Sauk County is now authorized by S.75.69 of the Wisconsin Statutes to sell  
any parcel remaining unsold which was so previously advertised, as long as the price received  
meets or exceeds the advertised aggregate appraised value placed thereon.


**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors  
met in regular session that the Sauk County Clerk be and hereby is authorized and directed, upon  
timely receipt of \$1,600.00, to issue a quit claim deed to Rosemary Ruby and Larry Ruby for the  
below described property:

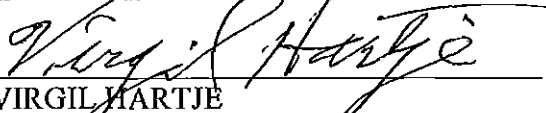
Town of Woodland, Matterhorn Addition to Branigar's Dutch Hollow Lake, Lot 297,  
more particularly described in Sauk County Register of Deeds at: Document #749078  
and Document #748408 and Reel 675, Image 469 (Parcel # 044-1121-00000)

For consideration by the Sauk County Board of Supervisors on November 20, 2012.


Respectfully submitted,


**SAUK COUNTY PROPERTY AND INSURANCE COMMITTEE:**

  
\_\_\_\_\_  
DAVID A. RIEK, Chairperson

  
\_\_\_\_\_  
VIRGIL HARTJE

  
\_\_\_\_\_  
GEORGE F. JOHNSON

  
\_\_\_\_\_  
JOHN A. MILLER

  
\_\_\_\_\_  
SCOTT VON ASTEN

**FISCAL NOTE:** Funds received provide sufficient revenue to reimburse Sauk County for its cost invested in the  
property. *KLB*

**MIS NOTE:** No impact

## RESOLUTION *102*-12

### APPROVING LIABILITY, PROPERTY AND WORKERS COMPENSATION INSURANCE COVERAGE, CARRIERS AND PREMIUMS FOR SAUK COUNTY FROM JANUARY 1, 2013 to JANUARY 1, 2014

WHEREAS, your Property and Insurance Committee has reviewed the 2013 premiums for General Liability, Nursing Home Liability/Professional Liability and Excess Liability (Umbrella) coverage for Sauk County from the Wisconsin County Mutual Insurance Corporation (WCMIC) and recommends the following as being in the best interests of the County:

<u>COVERAGE / DEDUCTIBLE / LIMITS</u>	<u>PREMIUM</u>
<b>General and Auto Liability</b>	
<u>General Liability</u>	<u>\$126,551.00</u>
\$10,000 occurrence	
\$75,000 aggregate	
\$10,000,000	
<u>Uninsured Motorists</u>	<u>\$ (included)</u>
\$10,000 occurrence	
\$25,000 person	
\$50,000 occurrence	
<u>Automobile Liability</u>	<u>\$128,418.00</u>
<b>Health Care Center Personnel</b>	
<u>Personal Injury Coverage</u>	<u>\$7,421.00</u>
\$10,000 occurrence	
\$75,000agg	
\$5,000,000	
<u>Health Care Center</u>	<u>\$17,509.00</u>
\$1,000,000/ Occurrence	
Professional Liability	
\$10,000 / Occurrence	
\$3,000,000/ Aggregate	
<b>Special Exposures</b>	<u>\$ 912.00</u>
<b>Deductible Fund Escrow (Subject to Adjustment)</b>	<u>\$ 31,417.00</u>
<b>Total WCMIC Liability Premium (Subject to Escrow Adjustment)</b>	<u><b>\$310,361.00</b></u>

and;

WHEREAS, your Property and Insurance Committee has reviewed the 2013 premiums for Property Insurance for Sauk County and does recommend the Property Insurance coverage for Sauk County from the Local Government Property Insurance Fund (LGPIF) and does recommend the following as being in the best interest of the County:

<u>COVERAGE</u>	<u>DEDUCTIBLE</u>	<u>PREMIUM</u>
Buildings and Contents	\$25,000	\$28,058.00
Contractors Equipment	\$500	\$ 7,564.00
Automobile Physical Damage	\$500/\$3,000	\$29,844.00
Other Coverage		\$1,304.00
<b><u>TOTAL LGPIF PREMIUM</u></b>		<u><b>\$66,770.00</b></u>

and;

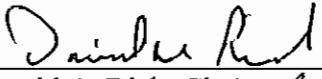
**WHEREAS**, your Property and Insurance Committee has reviewed the renewal for the 2013 premium for Workers Compensation coverage for Sauk County and recommends that the following self insurance proposal by Wisconsin County Mutual Insurance Corporation (WCMIC) as being in the best interest of Sauk County

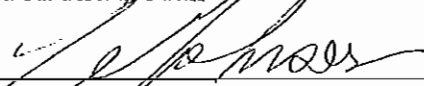
<u>Wisconsin County Mutual Self Insurance Administration Fee</u>	<u>\$23,000</u>
(Administration fee covers WCMIC wages & cost to administer the program)	
<u>Wisconsin County Mutual Reinsurance Fee</u>	<u>\$27,748</u>
(Insurance policy that WCMIC purchases – Covers the County if an individual claim exceeds \$50,000 and /or policy year total losses exceed \$500,000)	
<u>Wisconsin County Mutual Risk Bearing Fee</u>	<u>\$50,000</u>
(Flat Fee for WCMIC to run our program) \$50,000	
<b>TOTAL PAYMENT TO WCMIC FOR SELF INSURANCE</b>	<b><u>\$100,748</u></b>

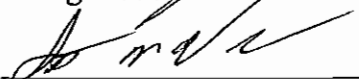
**NOW, THEREFORE BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the above insurance coverage and premiums be, and hereby are, adopted for the policy period of January 1, 2013, through January 1, 2014.

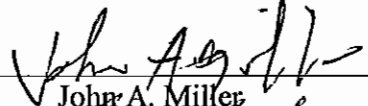
For consideration by the Sauk County Board of Supervisors on November 20, 2012.

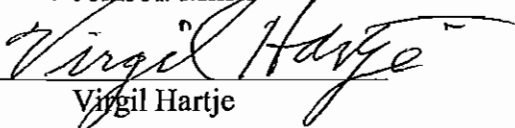
Respectfully submitted,  
Sauk County Property and Insurance Committee

  
\_\_\_\_\_  
David A. Riek, Chair


  
\_\_\_\_\_  
George F. Johnson

  
\_\_\_\_\_  
Scott Von Asten

  
\_\_\_\_\_  
John A. Miller

  
\_\_\_\_\_  
Virgil Hartje

**Fiscal Note:** The above premium costs are included in the 2013 proposed budget. Auto Liability is budgeted as a separate line item in various departments, in accordance with vehicle inventory values. General Liability is charged back to certain departments that can receive additional outside funding with an allocation basis of relative expenditures. Workers Compensation is allocated to departments according to wages budgeted. Property and Equipment Insurance is allocated to the departments based on property and equipment assigned to each department. Health Care Center Professional Liability and Personal Injury Extension Endorsement are allocated to the Sauk County Health Care Center.

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

RESOLUTION NO. 103 - 12

**AUTHORIZING REIMBURSEMENT FOR ATTENDANCE AT THE  
WISCONSIN ARTS BOARD REGRANTING WORKSHOP**

**WHEREAS**, on October 15, 2012, the Wisconsin Arts Board hosted their biennial workshop on re-granting; and,

**WHEREAS**, this session is required for entities that have been awarded funding through the re-granting program; and,

**WHEREAS**, Sauk County received \$7,010 in re-granting dollars in 2012 for distribution through the national award winning arts and humanities grant program which provides partial funding for cultural, arts, humanities and historic projects within Sauk County; and,

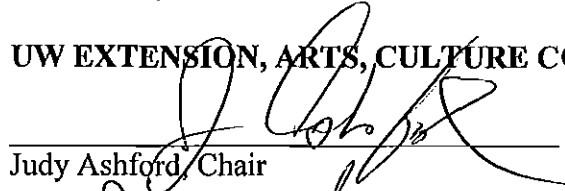
**WHEREAS**, the Rules of the Board stipulate that attendance at a school, institute or meeting which is not a part of regular committee meetings requires approval by the County Board of Supervisors (Rule V. B. of the Rules of the Sauk County Board of Supervisors).

**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors, met in regular session, hereby approves compensating and reimbursing expenses of Judy Ashford, for attendance at the Wisconsin Arts Board Re-granting Workshop in Wausau.


For consideration by the Sauk County Board of Supervisors on November 20, 2012.

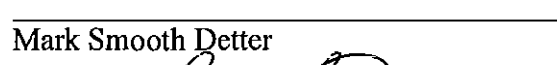
Respectfully submitted,

**UW EXTENSION, ARTS, CULTURE COMMITTEE**

  
Judy Ashford, Chair

  
Donna Stehling

  
Joan C. Smoke

  
Mark Smooth Dettner

  
John S. Dietz

Fiscal Note:

Estimated Costs	Cost Per Person
Per Diem	\$50
Mileage	\$132
Total Estimated Costs are included in 2012 budget	\$182

MIS Note: No information systems impact.

RESOLUTION 104 - 12  
Establishing Taxes to be Levied in Sauk County for the Year 2013

The County Board of Supervisors of the County of Sauk does resolve as follows:

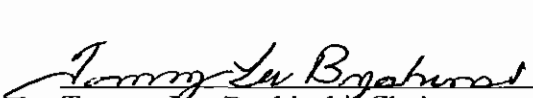
1. The sum of \$27,340,731.35 be levied as a County General Tax *(not including special purpose levies)*.
2. The sum of \$296.65 be levied as State Special Charges upon the County for Charitable and Penal purposes.
3. The sum of \$5,000.00 be levied as a Veterans Relief Tax, under Section 45.86, Wisconsin Statutes.
4. The sum of \$935,174.00 be levied upon all towns, and the villages of Cazenovia, Ironton, Lime Ridge, Loganville, Merrimac, and West Baraboo, as a County Library Tax under Section 43.64, Wisconsin Statutes.
5. The sum of \$107,498.00 be levied upon all towns, and the villages of Cazenovia, Ironton, Lake Delton, LaValle, Lime Ridge, Loganville, Merrimac, Plain, Prairie du Sac, Sauk City, and West Baraboo for a Bridge Tax under Section 82.08, Wisconsin Statutes.

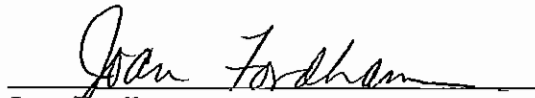
**ADOPTION OF THIS RESOLUTION** approves the 2013 proposed County budget and establishes taxes to be levied herein for the taxable year of 2012.

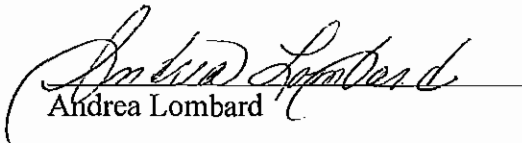
For consideration by the Sauk County Board of Supervisors on November 20, 2012.


Respectfully submitted:

**SAUK COUNTY FINANCE COMMITTEE:**

  
Tommy Lee Bychinski, Chairperson

  
Joan Fordham

  
Andrea Lombard

  
Jason Lane

\_\_\_\_\_  
William F. Wenzel

**Fiscal Note:** Passage of this resolution establishes the 2012 County Levy, which is a portion of the total 2013 County Budget. *WFB*

**MIS Note:** Various MIS projects and acquisitions are included in the 2013 budget.



## Minutes

Sauk County Board of Supervisors – Regular Meeting

Tuesday, December 18, 2012

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

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Call to order: 6:00 P.M.

Certify compliance with Open Meeting Law.

Roll call: PRESENT: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. ABSENT: (1) Dettner.

Invocation and pledge of allegiance.

Chair Krueger regarding the amended agenda for the appointments to the Sauk County Library Board, and as a request from the County Treasurer an additional amendment to amended agenda to remove Parcel # 146-1053-70530 from \*Resolution 109-2012 Ordering County Clerk to Issue Tax Deeds on Unredeemed Tax Certificates and changing the Fiscal Note to read: From the Tax Certificates Held Account, taxes amounting to \$ 53,860.77 will be transferred to the Tax Deeds Held By County Account and interest and penalties amounting to \$ 26,741.63 will be transferred to the Treasurer's Interest on Taxes Account.

MOTION (Carlson/Tollaksen) to adopt amended agenda as presented. Motion carried unanimously.

Supervisor Dettner arrived and present in attendance.

MOTION (Riek/Kriegl) to adopt minutes of the previous session of November 20, 2012 with the following corrections: (in bold) Page 5: **VOTE ON ORIGINAL MOTION (Fordham/Alexander) to reconsider Resolution 96- 2012 Final Resolution Regarding Unconditional County Guaranty Of Its Pro Rata Share, Intergovernmental Agreement And Midwestern Disaster Area Revenue Bond Financing for Bug Tussel Wireless, LLC Project.** (strikeout language referencing vote on motion to reconsider Resolution 96-2012 without guaranty.) Page 6: **MOTION failed. Discussion was Improperly ended.** (strikeout language referencing the motion carried regarding ending discussion on proposed budget as amended). Motion carried unanimously.

Scheduled Appearances: None.

Public Comment: None

Communications: None

Bills & referrals: None.

Claims: None.

**Appointments:**

**Comprehensive Community Services Coordinating Committee:**

Debra Smalley (New, Family/Consumer member – 2 year term expires 10/21/2014)

**Pink Lady Rail Transit Commission:** (Citizen members – 2 year term expires 10/31/2014)

Virgil Kasper (Re-appointment)

John Geoghegan (Re-appointment)

**Public Health Board:** (Citizen member – 3 year term expires 4/21/2015)

Dr. Amy DeLong, MD (Re-appointment)

**Sauk County Library Board:** (Citizen members – 3 year term expires 12/31/2015)

Ken Grant (Re-appointment)

Dr. Tom Benson (Re-appointment)

**Veterans Service Commission:** (Citizen member – 3 year term expires 12/31/2015)

James Hambrecht (Re-appointment)

**Workforce Development Board of South Central Wisconsin:**

William Orth, Sauk County Human Services Director (Re-appointment - 3 year term expires 12/31/2015)

MOTION (Wenzel/Von Asten) to approve all appointments except Virgil Kasper (Pink Lady Rail Transit Commission) and the Sauk County Library Board appointments. VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (0). Motion **carried unanimously.**

Chair Krueger opens discussion for the re-appointment of Virgil Kasper to the Pink Lady Rail Transit Commission. Discussion in support of and in opposition to Virgil Kasper's appointment to this commission, qualifications of all appointees to committees and the ability to review a statement of credentials prior to approving appointments.

MOTION (Tollaksen/Lombard) to approve re-appointment of Virgil Kasper to the Pink Lady Rail Transit Commission. Chair Krueger and Todd Liebman, Corporation Counsel, regarding the requirement for subsequent motions to take individual appointments separate from the appointments as a whole. Discussion continued regarding qualifications of appointees, and the Pink Lady Rail Transit Commission's goals and objectives, past and future.

MOTION (Stehling/Wenzel) to postpone Virgil Kasper's re-appointment to the Pink Lady Rail Transit Commission until January's meeting.

Discussion continued on motion to postpone. Chair Krueger regarding clarification that appointments belong to the chair and appointments come through the oversight committees to the chair.

MOTION (Tollaksen/Fish) for the previous question (to end discussion). VOTE: AYE: (28) Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (3) Smoke, Kriegl and Von Asten. ABSENT: (0). Motion **carried.**

VOTE ON MOTION (Stehling/Wenzel) to postpone the re-appointment of Virgil Kasper to the Pink Lady Rail Transit Commission until January's meeting. VOTE: AYE: (9) Kriegl, Dietz, Riek, Von Asten, Carlson, Halfen, Wenzel, Stehling and Netzing. NAY: (22) Smoke, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Peper, Alexander, Detter Fordham and Krueger. ABSENT: (0). Motion **failed.**

VOTE ON MOTION (Tollaksen/Lombard) to approve the re-appointment of Virgil Kasper to the Pink Lady Rail Transit Commission. AYE: (23) Kriegl, Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Detter, Fordham and Krueger. NAY: (8) Smoke, Dietz, Riek, Von Asten, Halfen, Wenzel, Stehling and Netzinger. ABSENT: (0). Motion carried.

MOTION (Ashford/Netzinger) to approve the re-appointments of Ken Grant and Dr. Tom Benson to the Sauk County Library Board. VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0) ABSENT: (0). Motion carried unanimously.

**Unfinished Business:**

**PROPERTY & INSURANCE:**

**Resolution 77-2012 Approving Building Space Lease In The West Square Administration Building With The Madison Area Technical College.**

**Resolution 78-2012 Approving Building Space Lease In The West Square Administration Building With The Workforce Development Board Of South Central Wisconsin.**

**Resolution 79-2012 Approving Building Space Lease In The West Square Administration Building With The Department Of Workforce Development.**

MOTION (Bychinski/Polivka) to approve combined Resolutions 77-2012, 78-2012 and 79-2012. Discussion in support of and opposition to resolutions. Chair Krueger and Todd Liebman, Corporation Counsel, regarding significant role of the office space leases in conjunction with the current West Square Building remodeling design and methodology to approve or disapprove the space lease resolutions before remodeling resolution. Carter Arndt, Architect for MSA, regarding the logistics and goals of the initial design concurring with legal counsel. Tim Stieve, Emergency Management, Buildings & Safety Administrator, responded to current and future parking concerns.

MOTION (Miller/Tollaksen) for the previous question (to end discussion). VOTE: AYE: (28) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (3) Dawson, Von Asten and Detter. ABSENT: (0). Motion carried.

VOTE ON ORIGINAL MOTION: (Bychinski/Polivka) AYE: (27) Smoke, Kriegl, Meister, Hartje, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Miller, Von Asten, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (4) Lehman, Dawson, Lombard and Detter. ABSENT: (0). Motion carried.

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

- Rebecca A. DeMars, County Clerk - Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None
- Cindy Bodendein, Public Health Director and Steve Pate, MIS Coordinator – Update on Public Health "Allscripts" Implementation
- Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.
- Marty Krueger, County Board Chair:
  - Hilbert Communications
  - Brown County Resolution on 12/04/12 E & L Agenda
  - 12/14/12 WCA Board Meeting
- Kathryn Schauf, Administrative Coordinator
  - Update on Interest Arbitration
  - Clark Creek
  - FEMA Flood maps and Lake Redstone



**Consent Agenda.**

**HIGHWAY & PARKS:**

**Resolution 105-2012 Commending Jack A. Greenwood For More Than 39 Years of Faithful Service To The People Of Sauk County.** MOTION (Hartje/Meister) to approve consent agenda resolution.

VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0).

ABSENT: (0). Motion carried unanimously.

**Resolutions & Ordinances:**

**EXECUTIVE & LEGISLATIVE:**

**Resolution 106-2012 Amending The Community Development Block Grant – Economic Development Administrative Manual.** MOTION (Lane/Bychinski). VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (0). Motion carried unanimously.

**HIGHWAY & PARKS AND FINANCE AND PERSONNEL:**

**Resolution 107-2012 Authorizing The Sauk County Highway Department To Eliminate One Full-Time (1.00 FTE) Patrolman Position, And Create One, Full-Time (1.00 FTE) Skilled Equipment Laborer Position Outside The Budget Process.** MOTION (Alexander/Tollaksen).

VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0).

ABSENT: (0). Motion carried unanimously.

A moment of silence in memory of Sheriff Virgil "Butch" Steinhorst.

**LAW ENFORCEMENT & JUDICIARY:**

**Ordinance 16-2012 Establishing A Fee To Be Charged By The Coroner For The Issuance Of Cremation Permits Sauk County Code § 30.09.** MOTION (Stevens/Tollaksen).

Discussion in support of and in opposition to ordinance. VOTE: AYE: (25) Smoke, Meister, Hartje, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger.

NAY: (6) Kriegl, Lehman, Dietz, Riek, Von Asten and Detter. ABSENT: (0). Motion carried.

**Ordinance 16-2012 effective upon passage pursuant to 59.02 (2), of the Wisconsin State Statutes, December 18, 2012.**

**Resolution 108-2012 Authorization To Contract With Venture Architects For Engineering Services And Schematic Design Services.** MOTION (Stevens/Halfen). Discussion in support of and in opposition to the study, experience of vendors, comparison of schematic bid designs and RFP costs submitted. Sheriff Richard Meister responded to questions regarding the Criterion study staffing recommendations, current B Pod Control structure and staffing, and safety concerns for the jail staff and prisoners.

MOTION (Kriegl/Von Asten) to amend Resolution 108-2012 authorizing to contract with Strollo Architects for engineering services and schematic design services based upon submission of a more professional schematic bid design as well as the lowest proposal cost. Discussion continued in support of and in opposition to the amendment referencing Venture and Strollo Architects engineering qualifications, schematic design plans and due diligence responsibility. Tim Stieve, Emergency Management, Building & Safety Administrator responded to questions regarding the five proposals received (costs, engineer staff, schematic designs) reference checks, and provided a synopsis of his general view of the proposals as he related to the Law Enforcement Committee & Judiciary Committee.

Todd Liebman, Corporation Counsel clarified this is a request for proposal process for services, utilizing other factors for the basis of the award, differing than that of a sealed bid process.

MOTION (Nobs/Tollaksen) for the previous question (to end discussion) on the amendment.

VOTE: AYE: (26) Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (5) Smoke, Kriegl, Dietz, Riek and Von Asten.

ABSENT: (0). Motion carried.

VOTE ON MOTION TO AMEND (Kriegl/Von Asten) Resolution 108-2012 authorizing to contract with Strollo Architects for engineering services and schematic design services in the amount of \$ 16,963.00:

AYE: (10) Smoke, Kriegl, Lehman, Dietz, Held, Riek, Miller, Von Asten, Alexander, Detter. NAY: (21) Meister, Hartje, Johnson, Bychinski, Fish, Tollaksen, Lane, Dawson, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Wenzel, Stehling, Netzing, Fordham and Krueger. ABSENT: (0). Motion failed.

Discussion continues on original motion. Sheriff Richard Meister responded to questions regarding possible study results, concerns for increased responsibility and safety for only one jail staff in the B Pod Control, safety of the prisoners, and the potential loss of revenue from current prisoner housing.

MOTION (Carlson/Polivka) for the previous question (to end discussion) on original motion. VOTE:

AYE: (24) Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Polivka, Carlson, Peper, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (7) Smoke, Kriegl, Dietz, Von Asten, Stevens, Halfen and Detter.

ABSENT: (0). Motion carried.

VOTE ON ORIGINAL MOTION (Stevens/Halfen) to contract with Venture Architects for engineering services and schematic design services: AYE: (16) Smoke, Kriegl, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Lombard, Ashford, Nobs, Stevens, Halfen, Wenzel, Fordham and Krueger. NAY: (15) Meister, Hartje, Lehman, Dietz, Held, Johnson, Miller, Von Asten, Polivka, Carlson, Peper, Alexander, Detter, Stehling and Netzing. ABSENT: (0). Motion carried.

#### PROPERTY & INSURANCE:

**\*Amended Resolution 109-2012 Ordering County Clerk To Issue Tax Deeds On Unredeemed Tax Certificates.** (Parcel # 146-1053-70530 has been removed from the resolution).

MOTION (Riek/Johnson). VOTE: AYE: (31) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (0). Motion carried unanimously.

#### Resolution 110-2012 Adopting The Agreement For Enhanced 9-1-1 Service For Sauk County.

MOTION (Hartje/Stevens). Tim Stieve, Emergency Management, Building & Safety Administrator, regarding an overview of the enhanced 9-1-1 agreement and infrastructure and current proposals within the State legislature. Discussion continued regarding increase in cost to wirelines only and additional costs to the 2013 budget should this resolution fail.

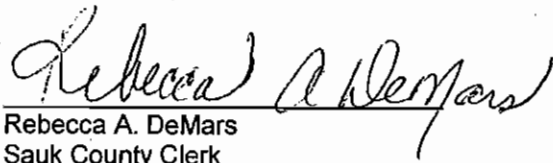
MOTION (Tollaksen/Netzing) for the previous question (to end discussion). VOTE: AYE: (27) Meister, Hartje, Lehman, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (4) Smoke, Kriegl, Dietz and Von Asten. ABSENT: (0). Motion carried.

VOTE ON ORIGINAL MOTION: AYES: (24) Smoke, Meister, Hartje, Lehman, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Wenzel, Stehling, Netzing, Fordham and Krueger. NAYS: (7). Kriegl, Dietz, Held, Miller, Von Asten, Alexander and Detter. ABSENT: (0). Motion carried.

**Resolution 111-2012 Authorizing Contract With NCI-Roberts Construction Inc. To Complete The Remodeling Of The West Square Administration Building. MOTION (Riek/Hartje). VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAYS: (2). Lehman and Detter. ABSENT: (0). Motion carried.**

Adjournment to a date certain: 9:55 p.m., MOTION (Lane/Carlson), to adjourn until Tuesday, January 15, 2013 @ 6:00 p.m. Motion carried unanimously.

Respectfully,

  
Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: January 15, 2013

**State Of Wisconsin) County of Sauk)** I certify that the above is a true and correct copy of the December 18, 2012 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

Original documents & CD recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286

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

CD on file in the County Clerk's Office and on website: [https://www.co.sauk.wi.us/countyboards/everyone/cty-bd\\_min/2012/ctybdMINUTESDecember182012.doc](https://www.co.sauk.wi.us/countyboards/everyone/cty-bd_min/2012/ctybdMINUTESDecember182012.doc)

RESOLUTION NO. 77-12

**APPROVING BUILDING SPACE LEASE IN THE WEST SQUARE  
ADMINISTRATION BUILDING WITH THE MADISON AREA TECHNICAL  
COLLEGE**

**WHEREAS**, the Madison Area Technical College approached Sauk County about possibly lease space within the county facilities because of the close association of many of their programs with County Departments; and,

**WHEREAS**, Sauk County has had a number of departmental changes within the West Square Administration facility since it was first constructed; and,

**WHEREAS**, a space needs assessment and schematic design were completed and it was determined that there would be space available for the Madison Area Technical College; and,

**WHEREAS**, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel have been working with Madison Area Technical College regarding a five (5) year lease for space in the West Square Administration Building,

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


**AND BE IT FURTHER RESOLVED**, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do not extend the term of the lease except as provided in the lease agreement.

For consideration by the Sauk County Board of Supervisors on ~~August 21<sup>st</sup>~~, 2012.

December 18, 2012.

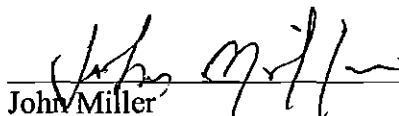
Respectfully submitted,

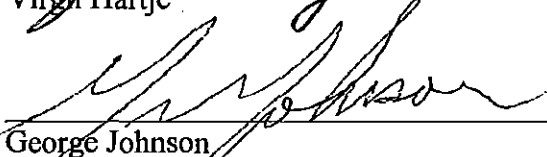
**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
Dave Riek, Chair

  
Scott Von Asten

  
Virgil Hartje

  
John Miller

  
George Johnson

**Fiscal Note:** Completion of the initial term of this agreement will generate \$26,089.09 in revenue.

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

KRB

**LEASE AGREEMENT FOR OFFICE SPACE  
IN THE SAUK COUNTY WEST SQUARE BUILDING**

WHEREAS, Madison Area Technical College is desirous of arranging a lease of office space from Sauk County, a political subdivision of the State of Wisconsin; and,

WHEREAS, Sauk County has certain space available in its West Square Administration Building, and both parties are desirous of entering into this lease.

NOW, THEREFORE, in consideration of the promises and conditions contained here, and for other valuable consideration, and subject to the terms set forth below, Lessor leases to Lessee, and Lessee takes from Lessor, those premises and facilities, rights and privileges more particularly described herein:

**Article One  
Lease of Site**

Section 1.1. Lessor leases to Lessee and Lessee leases from Lessor those premises consisting of Three Hundred Seventy Eight (378) square feet of space at the Sauk County West Square Building, described in annex A attached and incorporated here by reference ("demised premises") for the term and under the terms and conditions here.

Section 1.2. Lessee shall be entitled to use Lessor's automobile parking area located near the demised premises. Lessee agrees that no more than three motor vehicles belonging to Lessee or Lessee's employees shall be left unattended in the parking area at the same time.

Section 1.3. Lessee is granted the exclusive use of the demised premises for the purpose of conducting all activities incidental to the operations of the Madison Area Technical College.

**Article Two.  
Term of Lease**

Section 2.1. The term of this lease shall commence on TBD 1<sup>st</sup>, 2013, and continue for a period of Five (5) years. Lessee shall have the right to extend the term for three (3) successive five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each five (5) year period unless Lessee provides written notification to Lessor of its intention not to renew no later than sixty (60) days prior to commencement of the succeeding term. If Lessee shall remain in possession of the Premises at the expiration of this Agreement or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement and either party shall have the right to terminate the tenancy created with one month's notice.

Section 2.2. This lease may be terminated at any time by either party with sixty (60) days advance written notice without penalty.

### **Article Three Rental**

**Section 3.1.** During the term of this lease, Lessee shall pay to Lessor as annual rent for the demised premises the sum of Thirteen Dollars (\$13.00) per square foot annually (\$4,914.00) payable in equal monthly installments of Four Hundred and Nine Dollars and Fifty Cents (\$409.50) in advance on the first day of each month of the term of this lease. This fee shall increase by 3% at the end of each calendar year beginning on December 31<sup>st</sup>, 2012 and annually thereafter for the term of this agreement. Attachment D shows the scheduled annual payments for the five (5) year term of this agreement.

**Section 3.2.** Rent for any period during the term or extended term of this lease that is for less than one month shall be a pro-rata portion of the monthly installments. Rent shall be payable in lawful money of the United States to Lessor at the address stated here or to such other persons or at such other places as Lessor may designate in writing.

### **Article Four Rights of Ingress and Egress**

**Section 4.1.** Subject to the reasonable rules and regulations as set forth below under Article Nine of this lease, Lessee shall have the nonexclusive right and privilege concerning ingress to and egress from the demised premises for its employees, agents, guests, patrons and invitees, suppliers of materials and furnishers of services.

**Section 4.2.** This lease of the demised premises, and Lessee's rights under it, are subject to the rights of the Lessor, a governmental body that owns and operates the West Square Building. Lessee's use and occupancy of the demised premises shall not interfere with or prevent the operation or maintenance of the Lessor's facilities.

### **Article Five. Improvements and Alterations**

**Section 5.1.** No improvements, additions or alterations shall be made concerning the leased premises by Lessee without first obtaining the written consent of Lessor. Those improvements, additions or alterations shall be made, if consented to, subject to any conditions relating to them as set forth by the Lessor. Prior to the construction of any improvement, addition or alteration to the demised premises, Lessee shall submit to Lessor the preliminary plans for those improvements, additions or alterations that must conform to the general architectural scheme as developed by the Lessor and shall be in accord with the reasonable plans adopted by Lessor for its facilities.

**Section 5.2.** Upon approval of the preliminary plans by Lessor, Lessee shall prepare working drawings and specifications; they must be substantially in accord with the preliminary plans so approved and shall cause the construction called for by those working drawings and specifications to be commenced and completed with reasonable dispatch. No substantial change, addition or alteration shall be made in the working drawings or specifications or in the construction called for by them without first obtaining the approval of the Lessor. Upon completion of any of those improvement, addition or alteration to the demised premises, Lessee shall furnish to Lessor, at no charge, four complete sets of working drawings for the improvements as constructed.

**Section 5.3.** Any improvements, additions or alterations constructed by Lessee on the demised premises, including the plans and specifications for them, shall conform to the applicable statutes, ordinances, building codes, rules and regulations of any governmental authority as may have jurisdiction.

Lessor's approval, given as provided in section 5.2 of this article, shall not constitute a representation or warranty as to such conformity, which shall remain Lessee's responsibility. Lessee, at its own cost and expense, shall procure all permits necessary for such construction. Lessee shall require in the contract or contracts let for such construction that the contractor shall also comply with all such applicable statutes, ordinances, codes, rules and regulations.

**Section 5.4.** All construction by Lessee pursuant to this article shall be at Lessee's sole cost and expense. Lessee shall keep the demised premises free and clear of liens for labor and material and shall hold Lessor and the Lessor harmless from any liability in that respect.

**Section 5.5.** Lessee shall make no structural alterations to the roof, walls or floors of the demised premises without first obtaining the Lessor's written consent.

**Section 5.6.** Lessee shall give Lessor sixty (60) days' notice in writing of Lessee's intention to commence such construction for the purpose of permitting Lessor to post notices of nonresponsibility.

## **Article Six**

### **Repairs, Maintenance and Operation by Lessee**

**Section 6.1.** At its sole cost and expense, Lessee shall maintain the demised premises and all improvements, additions or alterations to them, equipment and landscaping constructed or installed by Lessee upon the demised premises, in first-class condition. That condition shall always be based on a standard of care reflecting prudent property management, reasonable wear and tear excepted.

**Section 6.2.** Lessee shall always conduct its operations on the demised premises in a manner using all available and practical devices to reduce to a reasonable minimum, considering the nature and extent of Lessee's operations, the emanation from the demised premises of noise, vibration, movement of air, fumes and odors, so as not to unreasonably interfere with the use of other premises adjoining the demised premises or elsewhere in the building. Lessee shall always conduct its operations at the demised premises in accordance with the current regulations of the United States Environmental Protection Agency, and of other applicable federal, state and municipal authorities.

**Section 6.3.** In the event that Lessee fails to perform, for a period of ten days after receipt of written notice from Lessor to do so, any obligation required by this Article Six to be performed by Lessee at Lessee's cost, Lessor, upon the expiration of such ten-day period may, but is not obligated to, enter upon the demised premises and perform that obligation of Lessee, charging the Lessee the reasonable cost and expense of the obligation as additional rent, and Lessee agrees to pay Lessor additional rent on or before the first day of the month following the incurring of that cost and expense. However, if Lessee's failure to perform that obligation adversely affects or endangers the health or safety of the public or of any employee in the building, and if Lessor so states in its mentioned notice to Lessee, Lessor may, but is not obligated to, perform the obligation of Lessee at any time after the giving of the notice, without awaiting the expiration of the mentioned ten-day period, and charge to Lessee, as additional rent, and Lessee shall pay, as additional rent, as mentioned, the reasonable cost and expense of that performance. It is further agreed that if Lessor shall perform any of Lessee's obligations in accordance with the provisions of this Article Six, Lessor shall not be liable to Lessee for any loss, cost or expense to Lessee resulting from such performance.

## **Article Seven Insurance**

**Section 7.1.** Lessee shall procure at its expense, or upon its failure so to do, Lessor may at Lessee's expense, obtain and keep in effect during the term or any extended term of this lease, the following forms of insurance that are to be issued by a company or companies of adequate financial responsibility, satisfactory to Lessor, insuring Lessee, Lessor, and the Lessor against all liability in connection with Lessee's use, occupancy, and operations at the demised premises, and curtilage:

(a) Comprehensive general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence;

(b) During the course of any construction of any improvements, additions or alterations to the demised premises under Article Five of this lease, Lessee shall obtain and keep in force a policy of builder's risk insurance in an amount sufficient to cover the cost of repair or replacement of the improvement, addition or alteration.

**Section 7.2.** Lessor and Lessee here agree to waive their rights of subrogation against each other, and each, and will have all policies of insurance on the demised premises amended accordingly.

**Section 7.3.** Lessee agrees to deliver to Lessor certificates evidencing the existence of the policies of insurance as required here. The policies of insurance shall also contain a provision requiring the issuer to notify Lessor, by at least ten (10) days' written notice, of any reduction in the face amount of those policies or adverse amendments to the risk covered. In no event shall such reduction or amendments be effective as to Lessor until ten (10) days following the date of that written notice to Lessor.

**Section 7.4.** Any amount paid by Lessor in its exercise of its option to insure should Lessee neglect or fail to provide the insurance required under this lease shall become immediately due, together with interest at the rate of 13% a year, not to exceed the lawful maximum under the laws of the State of Wisconsin, from the date of payment by Lessor.

## **Article Eight Damage**

**Section 8.1.** In the event of damage to the demised premises by fire or other casualty, Lessee shall give prompt notice of the damage to Lessor, and this lease shall remain unaffected and there shall be no abatement or diminution of the fixed rent or additional rent payable under it, except as provided below.

**Section 8.2.** In the event of damage to the demised premises by fire or other casualty, Lessor shall with reasonable dispatch cause the demised premises to be repaired and/or reconstructed to a condition as nearly as possible the same as obtained prior to the casualty; and if the damage has rendered the demised premises untenantable, in whole or in part, and if such damage did not occur as a result of Lessee's own negligence, there shall be an apportionment of the fixed rent until the damage shall have been repaired. In considering what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance or other causes beyond Lessor's control.

**Section 8.3.** Lessor shall not be responsible at any time or in any event for any latent defect, deterioration or change in the condition of the demised premises, nor for damage to the demised premises or any property contained there, nor for injury to any person, whether caused by or resulting from falling plaster, dampness, any overflow or leakage upon or into the demised premises of water, rain, snow,



steam, gas or electricity, or by any breakage in pipes, appliances or plumbing, or by breakage, leakage or obstruction of soil pipes, nor for loss of property by theft or because entrusted to employees of Lessor, nor for interferences with light or other intangible land rights.

## **Article Nine Rules and Regulations**

**Section 9.1.** The leasehold estate created here and the use of any part of it shall be subject to:

(a) All applicable rules, regulations, orders and restrictions now or later in force as adopted by the Lessor in respect to the general operations of the West Square Building; and

(b) All applicable rules, regulations, laws, ordinances, statutes or orders of any governmental authority, federal, state or municipal, lawfully exercising authority over the West Square Building; and

**Section 9.2.** Lessor shall not be liable to Lessee for any diminution or deprivation of possession or of Lessee's rights under this lease on account of the exercise of any authority as in this article provided; nor shall Lessee be entitled to terminate whole or part of the leasehold estate created here for that reason, unless the exercise of that authority shall so interfere with Lessee's use and occupancy of the demised premises as to constitute an eviction or a constructive eviction by operation of law under the laws of the State of Wisconsin.

**Section 9.3.** Lessee warrants that in the performance of this agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion or national origin, sexual orientation, or in any manner prohibited by the rules, regulations, orders or laws of the United States or the State of Wisconsin, or any agency or regulatory authority of either of those governments.

## **Article Ten. Assignments and Subleases**

**Section 10.1.** Lessee shall not assign the leasehold created here, nor sublet or sublease the demised premises or any part of them, in whole or in part, without the prior written consent of Lessor.

**Section 10.2.** The interest of Lessee under this lease shall not, except at Lessor's option and written consent, be assignable by operation of law. In case of bankruptcy of Lessee or of the appointment of a receiver for Lessee, or if a receiver be appointed to take possession of the demised premises as a result of any act or omission of Lessee, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the demised premises shall be taken by virtue of any attachment, execution or the levy of any judicial process, any person taking such possession through that proceeding or process shall not acquire any right, title or interest in this lease, the leasehold, or the demised premises, or the rights granted here without first securing the written consent of Lessor.

## **Article Eleven. Encumbrances and Mortgages**

**Section 11.1.** Lessee shall not have the right to encumber in any way any part of the leasehold estate created here or any of the improvements, additions or repairs made to the demised premises by assignment, hypothecation, mortgage, pledge, deed of trust or any other instrument given to or for the benefit of any bank, financing institution or to or for the benefit of any contractor, or other third party.

**Article Twelve.**  
**Defaults and Right To Terminate**

**Section 12.1.** Lessor may cancel this lease by giving Lessee sixty (60) days' advance written notice to be served as provided below.

**Section 12.2.** Except as stated in section 6.3, the default by Lessee in the performance of any covenant or agreement required here to be performed by Lessee, and the failure of Lessee to remedy that default for a period of thirty (30) days after receipt from Lessor of written notice to remedy it, shall terminate this lease at Lessor's option.

**Section 12.3.** However, if any default is of a nature that it cannot be physically remedied within thirty (30) days and if the party in default shall have commenced the elimination of that default promptly after the receipt of notice, and shall continuously and diligently proceed in good faith to eliminate that default, then the period for correction shall be extended for a length of time as is reasonably necessary to complete correction.

**Section 12.4.** In the event that the Lessee shall be prevented from occupying or using the demised premises or shall be prevented from conducting or operating its business on the demised premises by any final action, order or ruling of any final court order, or any other federal, state or local authority, then Lessee may, at its option, cancel this lease by written notice to Lessor and the lease shall be terminated thirty (30) days after the receipt of that notice.

**Article Thirteen**  
**Right of Reentry and Reletting**

**Section 13.1.** In the event of any breach of the terms and conditions of this lease, or abandonment of the demised premises by Lessee, then Lessor, besides other rights or remedies Lessor may have, shall have the immediate right of reentry, and may remove all persons and property from the demised premises. That property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

**Section 13.2.** Should Lessor elect to reenter, as provided here, or should Lessor take possession pursuant to legal proceedings, or under any notice provided for by law, Lessor may terminate this lease, relet the premises, or any part of them, for such term or terms, which may extend beyond the term of this lease, and at such rental or rentals, and on such other terms and conditions, as Lessor in Lessor's sole discretion may deem advisable, with the right to make alterations and repairs to the premises.

**Section 13.3.** Should Lessor, in the event of Lessee's breach of the lease, or abandonment of the demised premises, elect to relet the premises without terminating this lease, rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due under this lease from Lessee to Lessor; second, to the payment of costs and expenses, if any, of that reletting and of any alterations or repairs required for it; third, to the payment of rent due and unpaid under this lease; and the residue, if any, shall be held by Lessor and applied in payment of future rent as it may become due under this lease. Should those rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee under this lease, then Lessee shall pay such deficiency to Lessor. That deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, the costs and expenses, including actual attorney's fees, if any, incurred by Lessor in the reletting.

**Section 13.4.** No reentry or taking possession of the demised premises by Lessor shall be construed as an election on Lessor's part to terminate this lease unless a written notice of that intention is given to Lessee, or unless termination is decreed by a court of competent jurisdiction.

Notwithstanding any reletting without termination, Lessor may at any later time elect to terminate this lease for a previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of the breach, including the cost of recovering the premises, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due by Lessee to Lessor.

#### **Article Fourteen Advertising Signs**

**Section 14.1.** Lessee shall have the right to install and operate signs on the leased premises that advertise its presence in the West Square Building. However, no advertising signs shall be erected or maintained by Lessee without first obtaining the written consent of Lessor. Any signs erected shall conform to the general theme of other signs on or about the building and premises. The consent of the Lessor shall not be unreasonably withheld.

#### **Article Fifteen Lessor Held Harmless**

**Section 15.1.** Lessee agrees to indemnify Lessor against all liability of any nature, including claims, loss and damage to which Lessor may be subject by reason of any act or negligence of Lessee causing damage to persons or property, or both, in connection with Lessee's use and occupancy of the demised premises and the conduct of its business at the demised premises. However, Lessee shall not be liable for any damage, injury or loss solely caused by the negligence of Lessor, its agents or employees. Further, Lessor shall give to Lessee reasonable notice of any claim made or suit instituted, and Lessee shall have the right to compromise and defend.

#### **Article Sixteen Taxes and Licenses**

**Section 16.1.** Lessee shall pay all personal property taxes and all other taxes or assessments levied or charged upon or against Lessee's operations under this lease. Lessee shall also pay all license or permit fees necessary or required by law for the conduct of its operation under this lease.

#### **Article Seventeen Utility Service**

**Section 17.1.** Lessor shall pay all charges for water, gas, and electricity. Lessee shall pay all charges for installation and use of all telephone or other communications services.

**Section 17.2.** Unless expressly stated to the contrary in annex B, attached and incorporated here by reference, the quality and quantity of the water, gas, and electricity services are accepted by Lessee "as is," and Lessor shall not be obligated to cure any deficiency of those services but may at its option do so. Lessee expressly waives all claims against Lessor for compensation for any loss or damage sustained by reason of any defect, deficiency or impairment of any water system, drainage or sewage system, gas

supply system, electrical supply system or electrical apparatus or wires serving the demised premises not caused by the actionable negligence of Lessor.

#### **Article Eighteen**

##### **Title to Capital Improvements, Equipment, Trade Fixtures and Personal Property**

**Section 18.1.** Title to equipment, trade fixtures and personal property constructed or installed by Lessee under Article Five of this lease, shall remain the property of Lessee, or such other person as Lessee may designate, unless Lessee has at any time during the term or any extended term of this lease by written notice and election, vested title to all or any part of that property in the Lessor. Lessee shall have the right any time during the term or any extended term of this lease, to remove any or all of its equipment, trade fixtures and personal property other than capital improvements, provided Lessee is not in default in its payments to Lessor under this lease, and subject further to Lessee's obligation to repair all damage, if any, reasonable wear and tear excepted, resulting from such removal. Lessee agrees to remove its equipment, trade fixtures and personal property at the expiration or other termination of this lease. Upon the failure of Lessee to remove any of that equipment, trade fixtures or personal property within ten (10) days after the expiration or other termination of this lease, Lessor shall have the right to remove it and charge to Lessee the actual cost of removal and restoration. Any equipment, trade fixtures or personal property not removed by Lessee at the expiration or other termination of this lease shall upon termination become the property of the Lessor.

**Section 18.2.** Title to any capital improvements constructed or installed by Lessee upon the leased premises shall remain the property of Lessor upon the termination of this lease. However, equipment, trade fixtures, or personal property installed by Lessee shall remain the property of Lessee unless it is considered a capital improvement, in which case title to it shall be vested in Lessor.

#### **Article Nineteen**

##### **Surrender of Possession**

**Section 19.1.** Upon the expiration or earlier termination of this lease, Lessee shall then surrender possession of the demised premises in accordance with Article Eighteen, including capital improvements contemplated here, in as good condition as when received, reasonable wear and tear, damage by flood, fire, earthquake, other casualty or acts of God or of the public enemy excepted. In that event, title to all capital improvements on the demised premises constructed or installed by Lessee pursuant to Article Five of this lease shall vest in Lessor.

#### **Article Twenty**

##### **Covenants and Warranties of Lessee**

**Section 20.1.** Lessee warrants that Lessee shall not do or permit to be done anything upon the demised premises:

(a) Which will invalidate or conflict with any fire or any casualty insurance policies covering the Lessor's entire facility, the demised premises, or any part of them; or

(b) Which, in the opinion of Lessor, may constitute an extra-hazardous condition so as to increase the risk normally attendant upon the operations contemplated in the use of the demised premises.

**Article Twenty-One  
Inspection by Lessor**

**Section 21.1.** The Lessor, or any person designated by them, shall at all times have reasonable access to the demised premises, and in the event of any emergency the parties or their representatives shall have the right to take such action at the demised premises as they may deem necessary for the protection of persons or property.

**Article Twenty-Two  
Successors and Assigns**

**Section 22.1.** This lease shall be binding and inure to the benefit of the successors, heirs and assigns of the parties.

**Article Twenty-Three  
Other Agreements Not Affected**

**Section 23.1.** Neither this lease nor any of the terms or conditions in this lease shall in any manner affect any of the rights or obligations of either of the parties to this lease because of any prior lease, license, permit or agreement of the parties. No prior lease, license, permit or agreement shall affect the rights and duties parties to this lease.

**Article Twenty-Four  
Miscellaneous**

**Section 24.1.** The section headings appearing here shall not affect the provisions of this lease.

**Section 24.2.** No waiver by Lessor or Lessee of any breach of any provision of this lease is a waiver of any breach of any other provision of this lease. Any continuing or subsequent acceptance of rent under this lease by Lessor is not to be deemed a waiver of any preceding breach by Lessee of any terms, covenants, or conditions of this lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of that preceding breach at the time of acceptance of that rent.

**Section 24.3.** The rights of each party are cumulative and additional to any other legal rights that the party may have in the event of any default of the other.

**Section 24.4.** In the event any condition or provision contained here is invalidated by final judgment of any court of competent jurisdiction, the invalidity of that condition or provision shall not in any way affect any other condition or provision contained here if the invalidity of that condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid conditions or provisions of this lease.

**Section 24.5.** This lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

**Section 24.6.** Written notices to Lessor under this lease shall be given by registered mail, postage prepaid, and addressed to Sauk County Department of Emergency Management, Buildings and Safety, 515 Oak Street, Baraboo, Wisconsin 53913 ATTN: Administrator.

Section 24.7. Written notices to Lessee under this lease shall be given by registered mail, postage prepaid and addressed to Aaron Burkes, [aburkes@matcmadison.edu](mailto:aburkes@matcmadison.edu), Administrative Manager in Property Management, \_\_\_\_\_ (Address) \_\_\_\_\_, or to such other person or address that Lessee may designate by written notice to Lessor.

Section 24.8. Whenever approval is required by one of the parties, the party having to give approval shall not unreasonably withhold it and it shall be timely given.

Section 24.9. If Lessor shall without any fault on the part of the Lessor be made a party to any litigation commenced by or against the Lessee relating to the demised premises or to this lease, then the Lessee shall pay on demand all costs and reasonable attorney's fees incurred by Lessor in that litigation. In the event any action is brought by Lessor to recover any due rent and unpaid balance under this lease, or to recover possession of the demised premises, or in the event any action is brought by Lessor or Lessee to enforce or for the breach of any of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees to be fixed by the court together with costs of suit incurred.

Section 24.10. Nothing contained in this lease shall constitute the relationship of principal and agent or of partnership or of joint venture, or of any association between Lessor and Lessee, and neither the method of computation of rent, nor any other provisions contained in this lease, nor any acts of the parties, shall create any relationship between Lessor and Lessee, other than the relationship of landlord and tenant.

Section 24.11. This lease and the annexes attached to it contain the entire agreement of the parties with respect to the matters covered there. No other agreements, statements or promises made by any party to this lease, or any employee, officer or agent of that party that is not contained in this lease shall be binding or valid.

Section 24.12. It is agreed by the parties to this lease that this lease shall not become effective until it is approved by the Sauk County Board of Supervisors.

**FOR LESSOR, SAUK COUNTY**

**FOR LESSEE,**

\_\_\_\_\_  
Marty Krueger  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Aaron Burkes, Administrative Manager  
Property Management MATC

\_\_\_\_\_  
Rebecca A. DeMars  
Sauk County Clerk

This agreement was drafted by Attorney Todd J. Liebman  
Sauk County Corporation Counsel

s:\ccounsel\22scdlease1.doc.doc

RESOLUTION NO. 78-12

**APPROVING BUILDING SPACE LEASE IN THE WEST SQUARE  
ADMINISTRATION BUILDING WITH THE WORKFORCE DEVELOPMENT BOARD  
OF SOUTH CENTRAL WISCONSIN**

**WHEREAS**, the Workforce Development Board of South Central Wisconsin approached Sauk County about possibly lease space within the county facilities because of the close association of many of their programs with County Departments; and,

**WHEREAS**, Sauk County has had a number of departmental changes within the West Square Administration facility since it was first constructed; and,

**WHEREAS**, a space needs assessment and schematic design were completed and it was determined that there would be space available for the Workforce Development Board of South Central Wisconsin; and,

**WHEREAS**, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel have been working with the Workforce Development Board of South Central Wisconsin regarding a five (5) year lease for space in the West Square Administration Building,

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

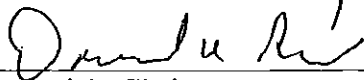
**AND BE IT FURTHER RESOLVED**, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do not extend the term of the lease except as provided in the lease agreement.


For consideration by the Sauk County Board of Supervisors on ~~August 21<sup>st</sup>, 2012.~~


December 18, 2012.

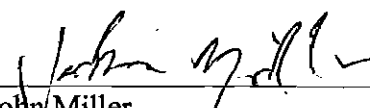
Respectfully submitted,

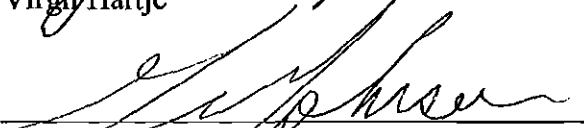
**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
Dave Riek, Chair

  
Scott Von Asten

  
Virgil Hartje

  
John Miller

  
George Johnson

**Fiscal Note:** Completion of the initial term of this agreement will generate \$130,583.50 in revenue. KPB

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

**LEASE AGREEMENT FOR OFFICE SPACE  
IN THE SAUK COUNTY WEST SQUARE BUILDING**

WHEREAS, Workforce Development Board of South Central Wisconsin, a State Agency is desirous of arranging a lease of office space from Sauk County, a political subdivision of the State of Wisconsin; and,

WHEREAS, Sauk County has certain space available in its West Square Administration Building, and both parties are desirous of entering into this lease.

NOW, THEREFORE, in consideration of the promises and conditions contained here, and for other valuable consideration, and subject to the terms set forth below, Lessor leases to Lessee, and Lessee takes from Lessor, those premises and facilities, rights and privileges more particularly described herein:

**Article One  
Lease of Site**

**Section 1.1.** Lessor leases to Lessee and Lessee leases from Lessor those premises consisting of One Thousand Eight Hundred and Ninety Two (1,892) square feet of office space at the Sauk County West Square Building, described in annex A attached and incorporated here by reference ("demised premises") for the term and under the terms and conditions here.

**Section 1.2.** Lessee shall be entitled to use Lessor's automobile parking area located near the demised premises. Lessee agrees that no more than three motor vehicles belonging to Lessee or Lessee's employees shall be left unattended in the parking area at the same time.

**Section 1.3.** Lessee is granted the exclusive use of the demised premises for the purpose of conducting all activities incidental to the operations of the Workforce Development Board of South Central Wisconsin.

**Article Two.  
Term of Lease**

**Section 2.1.** The term of this lease shall commence on TBD 1<sup>st</sup>, 2013, and continue for a period of Five (5) years. Lessee shall have the right to extend the term for three (3) successive five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each five (5) year period unless Lessee provides written notification to Lessor of its intention not to renew no later than sixty (60) days prior to commencement of the succeeding term. If Lessee shall remain in possession of the Premises at the expiration of this Agreement or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement and either party shall have the right to terminate the tenancy created with one month's notice.

**Section 2.2.** This lease may be terminated at any time by either party with sixty (60) days advance written notice without penalty.



### **Article Three Rental**

**Section 3.1.** During the term of this lease, Lessee shall pay to Lessor as annual rent for the demised premises the sum of Thirteen Dollars (\$13.00) per square foot annually (\$24,596.00) payable in equal monthly installments of Two Thousand Forty Nine Dollars and sixty seven cents (\$2,049.67) in advance on the first day of each month of the term of this lease. This fee shall increase by 3% at the end of each calendar year beginning on December 31<sup>st</sup>, 2013 and annually thereafter for the term of this agreement. Attachment D shows the scheduled annual payments for the five (5) year term of this agreement.

**Section 3.2.** Rent for any period during the term or extended term of this lease that is for less than one month shall be a pro-rata portion of the monthly installments. Rent shall be payable in lawful money of the United States to Lessor at the address stated here or to such other persons or at such other places as Lessor may designate in writing.

### **Article Four Rights of Ingress and Egress**

**Section 4.1.** Subject to the reasonable rules and regulations as set forth below under Article Nine of this lease, Lessee shall have the nonexclusive right and privilege concerning ingress to and egress from the demised premises for its employees, agents, guests, patrons and invitees, suppliers of materials and furnishers of services.

**Section 4.2.** This lease of the demised premises, and Lessee's rights under it, are subject to the rights of the Lessor, a governmental body that owns and operates the West Square Building. Lessee's use and occupancy of the demised premises shall not interfere with or prevent the operation or maintenance of the Lessor's facilities.

### **Article Five. Improvements and Alterations**

**Section 5.1.** No improvements, additions or alterations shall be made concerning the leased premises by Lessee without first obtaining the written consent of Lessor. Those improvements, additions or alterations shall be made, if consented to, subject to any conditions relating to them as set forth by the Lessor. Prior to the construction of any improvement, addition or alteration to the demised premises, Lessee shall submit to Lessor the preliminary plans for those improvements, additions or alterations that must conform to the general architectural scheme as developed by the Lessor and shall be in accord with the reasonable plans adopted by Lessor for its facilities.

**Section 5.2.** Upon approval of the preliminary plans by Lessor, Lessee shall prepare working drawings and specifications; they must be substantially in accord with the preliminary plans so approved and shall cause the construction called for by those working drawings and specifications to be commenced and completed with reasonable dispatch. No substantial change, addition or alteration shall be made in the working drawings or specifications or in the construction called for by them without first obtaining the approval of the Lessor. Upon completion of any of those improvement, addition or alteration to the demised premises, Lessee shall furnish to Lessor, at no charge, four complete sets of working drawings for the improvements as constructed.

**Section 5.3.** Any improvements, additions or alterations constructed by Lessee on the demised premises, including the plans and specifications for them, shall conform to the applicable statutes,

ordinances, building codes, rules and regulations of any governmental authority as may have jurisdiction. Lessor's approval, given as provided in section 5.2 of this article, shall not constitute a representation or warranty as to such conformity, which shall remain Lessee's responsibility. Lessee, at its own cost and expense, shall procure all permits necessary for such construction. Lessee shall require in the contract or contracts let for such construction that the contractor shall also comply with all such applicable statutes, ordinances, codes, rules and regulations.

**Section 5.4.** All construction by Lessee pursuant to this article shall be at Lessee's sole cost and expense. Lessee shall keep the demised premises free and clear of liens for labor and material and shall hold Lessor and the Lessor harmless from any liability in that respect.

**Section 5.5.** Lessee shall make no structural alterations to the roof, walls or floors of the demised premises without first obtaining the Lessor's written consent.

**Section 5.6.** Lessee shall give Lessor sixty (60) days' notice in writing of Lessee's intention to commence such construction for the purpose of permitting Lessor to post notices of nonresponsibility.

## **Article Six**

### **Repairs, Maintenance and Operation by Lessee**

**Section 6.1.** At its sole cost and expense, Lessee shall maintain the demised premises and all improvements, additions or alterations to them, equipment and landscaping constructed or installed by Lessee upon the demised premises, in first-class condition. That condition shall always be based on a standard of care reflecting prudent property management, reasonable wear and tear excepted.

**Section 6.2.** Lessee shall always conduct its operations on the demised premises in a manner using all available and practical devices to reduce to a reasonable minimum, considering the nature and extent of Lessee's operations, the emanation from the demised premises of noise, vibration, movement of air, fumes and odors, so as not to unreasonably interfere with the use of other premises adjoining the demised premises or elsewhere in the building. Lessee shall always conduct its operations at the demised premises in accordance with the current regulations of the United States Environmental Protection Agency, and of other applicable federal, state and municipal authorities.

**Section 6.3.** In the event that Lessee fails to perform, for a period of ten days after receipt of written notice from Lessor to do so, any obligation required by this Article Six to be performed by Lessee at Lessee's cost, Lessor, upon the expiration of such ten-day period may, but is not obligated to, enter upon the demised premises and perform that obligation of Lessee, charging the Lessee the reasonable cost and expense of the obligation as additional rent, and Lessee agrees to pay Lessor additional rent on or before the first day of the month following the incurring of that cost and expense. However, if Lessee's failure to perform that obligation adversely affects or endangers the health or safety of the public or of any employee in the building, and if Lessor so states in its mentioned notice to Lessee, Lessor may, but is not obligated to, perform the obligation of Lessee at any time after the giving of the notice, without awaiting the expiration of the mentioned ten-day period, and charge to Lessee, as additional rent, and Lessee shall pay, as additional rent, as mentioned, the reasonable cost and expense of that performance. It is further agreed that if Lessor shall perform any of Lessee's obligations in accordance with the provisions of this Article Six, Lessor shall not be liable to Lessee for any loss, cost or expense to Lessee resulting from such performance.

## **Article Seven Insurance**

**Section 7.1.** Lessee shall procure at its expense, or upon its failure so to do, Lessor may at Lessee's expense, obtain and keep in effect during the term or any extended term of this lease, the following forms of insurance that are to be issued by a company or companies of adequate financial responsibility, satisfactory to Lessor, insuring Lessee, Lessor, and the Lessor against all liability in connection with Lessee's use, occupancy, and operations at the demised premises, and curtilage:

(a) Comprehensive general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence;

(b) During the course of any construction of any improvements, additions or alterations to the demised premises under Article Five of this lease, Lessee shall obtain and keep in force a policy of builder's risk insurance in an amount sufficient to cover the cost of repair or replacement of the improvement, addition or alteration.

**Section 7.2.** Lessor and Lessee here agree to waive their rights of subrogation against each other, and each, and will have all policies of insurance on the demised premises amended accordingly.

**Section 7.3.** Lessee agrees to deliver to Lessor certificates evidencing the existence of the policies of insurance as required here. The policies of insurance shall also contain a provision requiring the issuer to notify Lessor, by at least ten (10) days' written notice, of any reduction in the face amount of those policies or adverse amendments to the risk covered. In no event shall such reduction or amendments be effective as to Lessor until ten (10) days following the date of that written notice to Lessor.

**Section 7.4.** Any amount paid by Lessor in its exercise of its option to insure should Lessee neglect or fail to provide the insurance required under this lease shall become immediately due, together with interest at the rate of 13% a year, not to exceed the lawful maximum under the laws of the State of Wisconsin, from the date of payment by Lessor.

## **Article Eight Damage**

**Section 8.1.** In the event of damage to the demised premises by fire or other casualty, Lessee shall give prompt notice of the damage to Lessor, and this lease shall remain unaffected and there shall be no abatement or diminution of the fixed rent or additional rent payable under it, except as provided below.

**Section 8.2.** In the event of damage to the demised premises by fire or other casualty, Lessor shall with reasonable dispatch cause the demised premises to be repaired and/or reconstructed to a condition as nearly as possible the same as obtained prior to the casualty; and if the damage has rendered the demised premises untenable, in whole or in part, and if such damage did not occur as a result of Lessee's own negligence, there shall be an apportionment of the fixed rent until the damage shall have been repaired. In considering what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance or other causes beyond Lessor's control.

**Section 8.3.** Lessor shall not be responsible at any time or in any event for any latent defect, deterioration or change in the condition of the demised premises, nor for damage to the demised premises or any property contained there, nor for injury to any person, whether caused by or resulting from falling plaster, dampness, any overflow or leakage upon or into the demised premises of water, rain, snow,

steam, gas or electricity, or by any breakage in pipes, appliances or plumbing, or by breakage, leakage or obstruction of soil pipes, nor for loss of property by theft or because entrusted to employees of Lessor, nor for interferences with light or other intangible land rights.

#### **Article Nine Rules and Regulations**

**Section 9.1.** The leasehold estate created here and the use of any part of it shall be subject to:

(a) All applicable rules, regulations, orders and restrictions now or later in force as adopted by the Lessor in respect to the general operations of the West Square Building; and

(b) All applicable rules, regulations, laws, ordinances, statutes or orders of any governmental authority, federal, state or municipal, lawfully exercising authority over the West Square Building; and

**Section 9.2.** Lessor shall not be liable to Lessee for any diminution or deprivation of possession or of Lessee's rights under this lease on account of the exercise of any authority as in this article provided; nor shall Lessee be entitled to terminate whole or part of the leasehold estate created here for that reason, unless the exercise of that authority shall so interfere with Lessee's use and occupancy of the demised premises as to constitute an eviction or a constructive eviction by operation of law under the laws of the State of Wisconsin.

**Section 9.3.** Lessee warrants that in the performance of this agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion or national origin, sexual orientation, or in any manner prohibited by the rules, regulations, orders or laws of the United States or the State of Wisconsin, or any agency or regulatory authority of either of those governments.

#### **Article Ten. Assignments and Subleases**

**Section 10.1.** Lessee shall not assign the leasehold created here, nor sublet or sublease the demised premises or any part of them, in whole or in part, without the prior written consent of Lessor.

**Section 10.2.** The interest of Lessee under this lease shall not, except at Lessor's option and written consent, be assignable by operation of law. In case of bankruptcy of Lessee or of the appointment of a receiver for Lessee, or if a receiver be appointed to take possession of the demised premises as a result of any act or omission of Lessee, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the demised premises shall be taken by virtue of any attachment, execution or the levy of any judicial process, any person taking such possession through that proceeding or process shall not acquire any right, title or interest in this lease, the leasehold, or the demised premises, or the rights granted here without first securing the written consent of Lessor.

#### **Article Eleven. Encumbrances and Mortgages**

**Section 11.1.** Lessee shall not have the right to encumber in any way any part of the leasehold estate created here or any of the improvements, additions or repairs made to the demised premises by assignment, hypothecation, mortgage, pledge, deed of trust or any other instrument given to or for the benefit of any bank, financing institution or to or for the benefit of any contractor, or other third party.

**Article Twelve.**  
**Defaults and Right To Terminate**

**Section 12.1.** Lessor may cancel this lease by giving Lessee sixty (60) days' advance written notice to be served as provided below.

**Section 12.2.** Except as stated in section 6.3, the default by Lessee in the performance of any covenant or agreement required here to be performed by Lessee, and the failure of Lessee to remedy that default for a period of thirty (30) days after receipt from Lessor of written notice to remedy it, shall terminate this lease at Lessor's option.

**Section 12.3.** However, if any default is of a nature that it cannot be physically remedied within thirty (30) days and if the party in default shall have commenced the elimination of that default promptly after the receipt of notice, and shall continuously and diligently proceed in good faith to eliminate that default, then the period for correction shall be extended for a length of time as is reasonably necessary to complete correction.

**Section 12.4.** In the event that the Lessee shall be prevented from occupying or using the demised premises or shall be prevented from conducting or operating its business on the demised premises by any final action, order or ruling of any final court order, or any other federal, state or local authority, then Lessee may, at its option, cancel this lease by written notice to Lessor and the lease shall be terminated thirty (30) days after the receipt of that notice.

**Article Thirteen**  
**Right of Reentry and Reletting**

**Section 13.1.** In the event of any breach of the terms and conditions of this lease, or abandonment of the demised premises by Lessee, then Lessor, besides other rights or remedies Lessor may have, shall have the immediate right of reentry, and may remove all persons and property from the demised premises. That property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

**Section 13.2.** Should Lessor elect to reenter, as provided here, or should Lessor take possession pursuant to legal proceedings, or under any notice provided for by law, Lessor may terminate this lease, relet the premises, or any part of them, for such term or terms, which may extend beyond the term of this lease, and at such rental or rentals, and on such other terms and conditions, as Lessor in Lessor's sole discretion may deem advisable, with the right to make alterations and repairs to the premises.

**Section 13.3.** Should Lessor, in the event of Lessee's breach of the lease, or abandonment of the demised premises, elect to relet the premises without terminating this lease, rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due under this lease from Lessee to Lessor; second, to the payment of costs and expenses, if any, of that reletting and of any alterations or repairs required for it; third, to the payment of rent due and unpaid under this lease; and the residue, if any, shall be held by Lessor and applied in payment of future rent as it may become due under this lease. Should those rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee under this lease, then Lessee shall pay such deficiency to Lessor. That deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, the costs and expenses, including actual attorney's fees, if any, incurred by Lessor in the reletting.

**Section 13.4.** No reentry or taking possession of the demised premises by Lessor shall be construed as an election on Lessor's part to terminate this lease unless a written notice of that intention is given to Lessee, or unless termination is decreed by a court of competent jurisdiction.

Notwithstanding any reletting without termination, Lessor may at any later time elect to terminate this lease for a previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of the breach, including the cost of recovering the premises, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due by Lessee to Lessor.

#### **Article Fourteen Advertising Signs**

**Section 14.1.** Lessee shall have the right to install and operate signs on the leased premises that advertise its presence in the West Square Building. However, no advertising signs shall be erected or maintained by Lessee without first obtaining the written consent of Lessor. Any signs erected shall conform to the general theme of other signs on or about the building and premises. The consent of the Lessor shall not be unreasonably withheld.

#### **Article Fifteen Lessor Held Harmless**

**Section 15.1.** Lessee agrees to indemnify Lessor against all liability of any nature, including claims, loss and damage to which Lessor may be subject by reason of any act or negligence of Lessee causing damage to persons or property, or both, in connection with Lessee's use and occupancy of the demised premises and the conduct of its business at the demised premises. However, Lessee shall not be liable for any damage, injury or loss solely caused by the negligence of Lessor, its agents or employees. Further, Lessor shall give to Lessee reasonable notice of any claim made or suit instituted, and Lessee shall have the right to compromise and defend.

#### **Article Sixteen Taxes and Licenses**

**Section 16.1.** Lessee shall pay all personal property taxes and all other taxes or assessments levied or charged upon or against Lessee's operations under this lease. Lessee shall also pay all license or permit fees necessary or required by law for the conduct of its operation under this lease.

#### **Article Seventeen Utility Service**

**Section 17.1.** Lessor shall pay all charges for water, gas, and electricity. Lessee shall pay all charges for installation and use of all telephone or other communications services.

**Section 17.2.** Unless expressly stated to the contrary in annex B, attached and incorporated here by reference, the quality and quantity of the water, gas, and electricity services are accepted by Lessee "as is," and Lessor shall not be obligated to cure any deficiency of those services but may at its option do so. Lessee expressly waives all claims against Lessor for compensation for any loss or damage sustained by reason of any defect, deficiency or impairment of any water system, drainage or sewage system, gas

supply system, electrical supply system or electrical apparatus or wires serving the demised premises not caused by the actionable negligence of Lessor.

#### **Article Eighteen**

##### **Title to Capital Improvements, Equipment, Trade Fixtures and Personal Property**

**Section 18.1.** Title to equipment, trade fixtures and personal property constructed or installed by Lessee under Article Five of this lease, shall remain the property of Lessee, or such other person as Lessee may designate, unless Lessee has at any time during the term or any extended term of this lease by written notice and election, vested title to all or any part of that property in the Lessor. Lessee shall have the right any time during the term or any extended term of this lease, to remove any or all of its equipment, trade fixtures and personal property other than capital improvements, provided Lessee is not in default in its payments to Lessor under this lease, and subject further to Lessee's obligation to repair all damage, if any, reasonable wear and tear excepted, resulting from such removal. Lessee agrees to remove its equipment, trade fixtures and personal property at the expiration or other termination of this lease. Upon the failure of Lessee to remove any of that equipment, trade fixtures or personal property within ten (10) days after the expiration or other termination of this lease, Lessor shall have the right to remove it and charge to Lessee the actual cost of removal and restoration. Any equipment, trade fixtures or personal property not removed by Lessee at the expiration or other termination of this lease shall upon termination become the property of the Lessor.

**Section 18.2.** Title to any capital improvements constructed or installed by Lessee upon the leased premises shall remain the property of Lessor upon the termination of this lease. However, equipment, trade fixtures, or personal property installed by Lessee shall remain the property of Lessee unless it is considered a capital improvement, in which case title to it shall be vested in Lessor.

#### **Article Nineteen**

##### **Surrender of Possession**

**Section 19.1.** Upon the expiration or earlier termination of this lease, Lessee shall then surrender possession of the demised premises in accordance with Article Eighteen, including capital improvements contemplated here, in as good condition as when received, reasonable wear and tear, damage by flood, fire, earthquake, other casualty or acts of God or of the public enemy excepted. In that event, title to all capital improvements on the demised premises constructed or installed by Lessee pursuant to Article Five of this lease shall vest in Lessor.

#### **Article Twenty**

##### **Covenants and Warranties of Lessee**

**Section 20.1.** Lessee warrants that Lessee shall not do or permit to be done anything upon the demised premises:

(a) Which will invalidate or conflict with any fire or any casualty insurance policies covering the Lessor's entire facility, the demised premises, or any part of them; or

(b) Which, in the opinion of Lessor, may constitute an extra-hazardous condition so as to increase the risk normally attendant upon the operations contemplated in the use of the demised premises.

**Article Twenty-One  
Inspection by Lessor**

**Section 21.1.** The Lessor, or any person designated by them, shall at all times have reasonable access to the demised premises, and in the event of any emergency the parties or their representatives shall have the right to take such action at the demised premises as they may deem necessary for the protection of persons or property.

**Article Twenty-Two  
Successors and Assigns**

**Section 22.1.** This lease shall be binding and inure to the benefit of the successors, heirs and assigns of the parties.

**Article Twenty-Three  
Other Agreements Not Affected**

**Section 23.1.** Neither this lease nor any of the terms or conditions in this lease shall in any manner affect any of the rights or obligations of either of the parties to this lease because of any prior lease, license, permit or agreement of the parties. No prior lease, license, permit or agreement shall affect the rights and duties parties to this lease.

**Article Twenty-Four  
Miscellaneous**

**Section 24.1.** The section headings appearing here shall not affect the provisions of this lease.

**Section 24.2.** No waiver by Lessor or Lessee of any breach of any provision of this lease is a waiver of any breach of any other provision of this lease. Any continuing or subsequent acceptance of rent under this lease by Lessor is not to be deemed a waiver of any preceding breach by Lessee of any terms, covenants, or conditions of this lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of that preceding breach at the time of acceptance of that rent.

**Section 24.3.** The rights of each party are cumulative and additional to any other legal rights that the party may have in the event of any default of the other.

**Section 24.4.** In the event any condition or provision contained here is invalidated by final judgment of any court of competent jurisdiction, the invalidity of that condition or provision shall not in any way affect any other condition or provision contained here if the invalidity of that condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid conditions or provisions of this lease.

**Section 24.5.** This lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

**Section 24.6.** Written notices to Lessor under this lease shall be given by registered mail, postage prepaid, and addressed to Sauk County Department of Emergency Management, Buildings and Safety, 515 Oak Street, Baraboo, Wisconsin 53913 ATTN: Administrator.



Section 24.7. Written notices to Lessee under this lease shall be given by registered mail, postage prepaid and addressed to \_\_\_\_\_, or to such other person or address that Lessee may designate by written notice to Lessor.

Section 24.8. Whenever approval is required by one of the parties, the party having to give approval shall not unreasonably withhold it and it shall be timely given.

Section 24.9. If Lessor shall without any fault on the part of the Lessor be made a party to any litigation commenced by or against the Lessee relating to the demised premises or to this lease, then the Lessee shall pay on demand all costs and reasonable attorney's fees incurred by Lessor in that litigation. In the event any action is brought by Lessor to recover any due rent and unpaid balance under this lease, or to recover possession of the demised premises, or in the event any action is brought by Lessor or Lessee to enforce or for the breach of any of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees to be fixed by the court together with costs of suit incurred.

Section 24.10. Nothing contained in this lease shall constitute the relationship of principal and agent or of partnership or of joint venture, or of any association between Lessor and Lessee, and neither the method of computation of rent, nor any other provisions contained in this lease, nor any acts of the parties, shall create any relationship between Lessor and Lessee, other than the relationship of landlord and tenant.

Section 24.11. This lease and the annexes attached to it contain the entire agreement of the parties with respect to the matters covered there. No other agreements, statements or promises made by any party to this lease, or any employee, officer or agent of that party that is not contained in this lease shall be binding or valid.

Section 24.12. It is agreed by the parties to this lease that this lease shall not become effective until it is approved by the Sauk County Board of Supervisors.

**FOR LESSOR, SAUK COUNTY**

**FOR LESSEE,**

\_\_\_\_\_  
Marty Krueger  
Chairperson, Board of Supervisors

\_\_\_\_\_

\_\_\_\_\_  
Rebecca A. DeMars  
Sauk County Clerk

\_\_\_\_\_

This agreement was drafted by Attorney Todd J. Liebman  
Sauk County Corporation Counsel

s:\ccounsel\22scdclearse1.doc.doc

RESOLUTION NO. 79-12

**APPROVING BUILDING SPACE LEASE IN THE WEST SQUARE  
ADMINISTRATION BUILDING WITH THE DEPARTMENT OF WORKFORCE  
DEVELOPMENT**

**WHEREAS**, the Department of Workforce Development approached Sauk County about possibly lease space within the county facilities because of the close association of many of their programs with County Departments; and,

**WHEREAS**, Sauk County has had a number of departmental changes within the West Square Administration facility since it was first constructed; and,

**WHEREAS**, a space needs assessment and schematic design were completed and it was determined that there would be space available for the Department of Workforce Development; and,

**WHEREAS**, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel have been working with the Department of Administration regarding a five (5) year lease with the Department of Workforce Development for space in the West Square Administration Building,

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

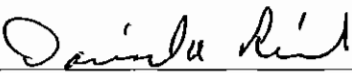
**AND BE IT FURTHER RESOLVED**, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do not extend the term of the lease except as provided in the lease agreement.


For consideration by the Sauk County Board of Supervisors on ~~August 21<sup>st</sup>~~, 2012:

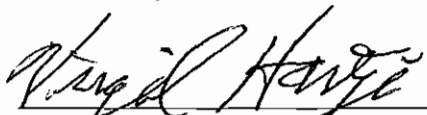
December 18, 2012.

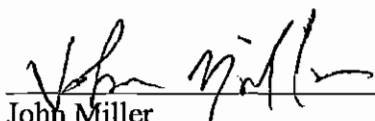
Respectfully submitted,

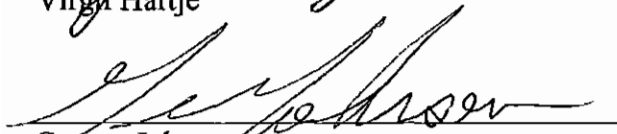
**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
Dave Rick, Chair

  
Scott Von Asten

  
Virgil Hartje

  
John Miller

  
George Johnson

**Fiscal Note:** Completion of the initial term of this agreement will generate \$57,837.73 in revenue. KPB

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

## LEASE AMENDMENT

This LEASE AMENDMENT is made and entered into this 14<sup>th</sup> day of October, 2008, by and between Sauk County ("Lessor"), and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION ("Lessee").

WHEREAS Lessor and Lessee have entered into a lease dated February 2, 1995, together with all amending instructions subsequent thereto (collectively, the "Lease"), which Lease covers approximately 450 square feet of office space (the "Premises") in Lessor's building (the "Building"), together with all appurtenances and access to common areas, located at 505 Broadway in the City of Baraboo, Wisconsin (the "Building"), and

WHEREAS, Lessor and Lessee thereto wish to amend said Lease,

NOW, THEREFORE, IT IS AGREED THIS 14<sup>th</sup> DAY OF October, 2008:

In consideration of the mutual covenants contained herein, Lessor and Lessee agree to amend the Lease effective on March 1, 2009 (the "Commencement Date") as follows:

1. The term of the Lease shall be extended for a term of five years, commencing on March 1, 2009 and ending on February 28, 2014.
2. In addition, the lease term may, at the option of the Lessee, be renewed for two successive two-year periods from and after March 1, 2014, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided notice be given in writing to the Lessor at least 90 days before the Lease or any renewal thereof would otherwise expire.

3. Rent payable during the extended five-year term and renewal options shall be payable in accordance with the schedule below.

Rental Rate Schedule			
Begin Date	End Date	Annual Rent	Monthly Rent
March 1, 2008	February 28, 2009	\$5,400.00	\$450.00
March 1, 2009	February 28, 2010	\$5,616.00	\$468.00
March 1, 2010	February 28, 2011	\$5,616.00	\$468.00
March 1, 2011	February 29, 2012	\$5,840.64	\$486.72
March 1, 2012	February 28, 2013	\$5,840.64	\$486.72
March 1, 2013	February 28, 2014	\$6,074.26	\$506.19
March 1, 2014	February 28, 2015	\$6,074.26	\$506.19
March 1, 2015	February 29, 2016	\$6,317.23	\$526.44
March 1, 2016	February 28, 2017	\$6,317.23	\$526.44
March 1, 2017	February 28, 2018	\$6,569.91	\$547.49

All other provisions of the Lease, except as otherwise expressly provided herein, shall continue to be binding upon the parties thereto and shall inure to the benefit of said parties, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR:  
Sauk County

In presence of:

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Social Security or Taxpayer Number:  
\_\_\_\_\_

LESSEE:  
State of Wisconsin

By: \_\_\_\_\_

MICHAEL L. MORGAN  
SECRETARY  
DEPARTMENT OF ADMINISTRATION

Dated: \_\_\_\_\_

By: \_\_\_\_\_

MARILYN PIERCE  
DEPUTY ADMINISTRATOR  
DIVISION OF STATE FACILITIES

Dated: \_\_\_\_\_

File No. 370-020

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON  
GOVERNOR  
JAMES R. KLAUSER  
SECRETARY



Mailing Address:  
Post Office Box 7864  
Madison, WI 53707-7864

March 18, 1996

J. Thomas McCarty  
Sauk County  
505 Broadway  
Baraboo, WI 53913

Dear Mr. McCarty:  
Lease Number 370-020

Attached hereto is an executed copy of the lease covering space in the County building at 505 Broadway, Baraboo, to be occupied by the Department of Natural Resources.

The lease is for the period from March 1, 1996 or date of occupancy to February 28, 2001 and contains one five-year extension from March 1, 2001.

The rental is at the initial rate of \$356.25 per month.

Sincerely,

A handwritten signature in cursive script that reads "Gerald A. Miller".

Gerald A. Miller  
State Leasing Officer  
Division of Buildings and Police Services

Attachments

cc: Greg Samp  
370-020

MAR 20 1996

## L E A S E

THIS LEASE, made and entered into this 2nd day of February, 1995, by and between Sauk County (the "Lessor"), whose address is 505 Broadway, Baraboo, WI 53913, and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

WITNESSETH, The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following described premises (the "Premises"):

approximately 450 square feet of office space on the second floor in Lessor's building, together with all appurtenances including breakroom, conference rooms and access to common areas, located at 505 Broadway in the City of Baraboo, Wisconsin (the "Building").

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as office space for the Department of Natural Resources or such other agency that may be designated by Lessee (collectively, the "Tenant").

3. **TERM, RENEWALS.** The lease term hereunder shall begin on March 1, 1996 or date of occupancy, and end on February 28, 2001. This Lease may, at the option of the Lessee, be renewed for one successive five year-year period from and after March 1, 2001, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided notice be given in writing to the Lessor at least 90 days before the Lease or any renewal thereof would otherwise expire.

4. **ASSIGNMENT, SUBLETTING.** The Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor.

5. **RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the initial lease year at the following rate: The sum of Four Thousand Two Hundred Seventy Five and No/100 Dollars (\$4,275.00) per annum, in equal monthly installments of Three Hundred Fifty Six and 25/100 Dollars

(\$356.25). The annual rental rate will increase to Four Thousand Seven Hundred Twenty Five and No/100 Dollars during the renewal period.

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

**6. COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:

- a. Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy.
- b. The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c. Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d. Lessor shall be responsible for any real estate taxes and any assessments on the Premises.
- e. In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay<sup>430</sup> or other forms of compensation and selection for



training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the nondiscrimination clause.

Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is ten thousand dollars (\$10,000) or more per year and the Lessor employs ten (10) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Administrative Services, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.

- f. The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or unencapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises

until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

- g. The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-Pers. 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.

**7. COVENANTS OF LESSEE.** Lessee hereby covenants and agrees with Lessor as follows:

- a. Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b. At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire.
- c. The Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee and the owner as Lessor.
- d. The Lessee will be responsible for any acts or omissions of its agents or employees while acting in official capacity as their employees.

- e. Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor.

8. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises, as well as public liability insurance in the amount of not less than \$1,000,000. Lessor shall provide a certificate of insurance to Lessee evidencing such coverage.

Lessee is protected by the State of Wisconsin Self-Funded Liability and Property Programs. Sections 20.865(1)(f) and (fm), Wisconsin Statutes, provide funds to pay property and liability claims. In addition, section 895.46 provides that the state will pay judgments taken against state officers or employees for acts carried out while the officers or employees were acting within the scope of their employment. This shall be deemed as evidence of protection for applicable liability claims brought against the state, its officers or employees and damage to property for which the state may be responsible.

9. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees or of any person on the Premises with the express permission of the Lessee. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

10. **DAMAGE OR DESTRUCTION.** If the said Premises be wholly destroyed by fire or other casualty this Lease shall immediately terminate. In case of partial destruction or damage so as to render the Premises untenable, either party may terminate the Lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a post paid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: J. Thomas McCarty  
Administrative Coordinator  
Sauk County  
505 Broadway  
Baraboo, WI 53913

If to Lessee: State Leasing Officer  
State of Wisconsin  
Department of Administration  
101 East Wilson Street, 10th Floor  
P.O.Box 7864  
Madison, WI 53707-7864

**12. FUNDING.** This Lease is subject to the availability of funds for the payment of rentals in accordance with Article VIII, Section 4 of the Wisconsin Constitution.

**13. RIGHT TO LEASE ADDITIONAL SPACE.** Lessor may, from time to time, make additional office or storage space available in the Building for lease by the Lessee. Such additional space may be added to this lease via a letter of addendum, under mutually agreeable terms and conditions.

**14. BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.

**15. HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

**16. CANCELLATION** This Lease may be cancelled by Lessee or Lessor upon 120 days prior written notice during any term or any period of the lease the original term, renewals, or extended periods invoked under the provisions of sec. 704.25, Wis. Stats. Such notice may be given at any time including the last 120 days of the original term.

**17. CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

18. **AUTHORIZATION, BINDING EFFECT.** This Lease is not valid or effective for any purpose until approved by the Deputy Secretary of the Department of Administration, and no work is authorized until the Lessor has been given written notice to proceed by the Department of Administration, Division of Buildings and Police Services.

This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR:  
SAUK COUNTY

In presence of:

Rex K. Olson  
Father Local

By:

Thayer A. Munn

Dated: 2/22/96

Social Security or Taxpayer Number:

39-6005740

LESSEE:  
State of Wisconsin

By:

George F. Lightbourn

GEORGE F. LIGHTBOURN,  
DEPUTY SECRETARY  
DEPARTMENT OF ADMINISTRATION

Dated: 3-11-96

By:

John C. Marx

JOHN C. MARX,  
ADMINISTRATOR  
DIVISION OF BUILDINGS & POLICE SERVICES

Dated: 3-9-96

File No. 370-020

## SCHEDULE I

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures as follows:

Summer  
76 Degrees(+/- 2°)

Winter  
70 Degrees(+/- 2°)

2. Heat and air conditioning costs.
3. Provide safe drinking water with hot and cold running water for restrooms and janitorial facilities.
4. Water and sewer costs.
5. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations. A "Test and Balance Report" may be required prior to acceptance of the Premises by Lessee.
6. Install and maintain fire extinguishers according to building code and underwriters' recommendations.
7. Provide lighting of (50) footcandles throughout the demised area with (70) footcandles at desk height in task area.
8. Provide (2) master keys for entrance doors.
9. Furnish and install light bulbs, fluorescent tubes, starters, ballasts or transformers.
10. Provide electricity for lights and other electrical equipment necessary for operation of the office.
11. All areas of the Premises, the applicable common areas, and entrances and exits serving the Premises shall meet all requirements of handicapped accessibility, health, and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters ILHR 50 thru 64 and Americans With Disabilities Act guidelines (ADAAG). The ADAAG guidelines will take precedence over state building codes Chapter 52.04, except when such state codes shall be equal to or exceed specifications in ADAAG.
12. Furnish building occupancy or use permit if required.
13. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
14. JANITORIAL SERVICES: Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds not specifically excluded consistent with other Tenants of the Building.. This may include, but is not limited to, the plowing and removal of snow, removal of trash, and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of recyclable materials shall comply with sections 16.15(3) and 159.07, Wis. Stats., which require recycling the following items: aluminum containers,

corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as required for the deposit of all such recyclables and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 159.13, Wis. Stats.

The following is a list of desired activities to be performed at least as often as indicated. While this list may omit some minor activities, it is the intent of this list to promote a building with a "High Standard Of Cleanliness".

#### AREA AND FREQUENCY INDICATION:

##### DAILY

- a. **All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc. )** - Clean glass in doors and metal framework; Empty/clean ashtrays, waste containers and replace can liners; Sweep, mop and polish floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish water fountains; and spot clean walls and doors.
- b. **Restrooms** - Clean and disinfect dispensers, sinks, toilets, urinals and polish brightwork.
- c. **Office Areas** - Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

##### ONCE-WEEKLY

- a. **Common Areas** - Dust and/or damp wipe furnishings, moldings, handrails, fixtures, etc. Clean/disinfect and polish brightwork. Polish floor.
- b. **Restrooms** - Acid clean inside toilet bowls and urinals; and damp wipe wall, doors, vents and furnishings.
- c. **Offices** - Vacuum upholstered furniture; and edge-vacuum carpet.

##### SEMI-ANNUALLY

- a. **Resilient/Hard floor Areas** - Strip, seal and refinish floors in spring and fall.
- b. **Carpet Areas** - Wet extract carpet and apply soil retardant in spring and fall.
- c. **Restrooms** - Wash walls, ceilings, doors and partitions in winter and summer.
- d. **Windows** - Wash windows and storms both inside and outside and vacuum screens in spring and fall.
- e. **Light Fixtures** - Clean fixtures and diffusers

15. Install electrical, data and telephone outlets according to plan.



16. Provide individual light switches for individual rooms.
17. Provide signage, including building directory listing, suite identification, and any other signage consistent with others in the Building.
18. Provide parking in common in an adjacent parking area.
19. In the event the Lessor does not furnish the aforementioned services and items or the demised Premises is untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.
20. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon plans.

File No. 370-020

RESOLUTION 105-12

**Commending Jack A. Greenwood For More Than 39 Years of Faithful Service  
To The People Of Sauk County**

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

**WHEREAS**, Jack A. Greenwood faithfully served the people of Sauk County as a member of the Sauk County Highway Department, since July 2, 1973, and,

**WHEREAS**, Jack A. Greenwood will be leaving the service of Sauk County Highway Department as of December 10, 2012,

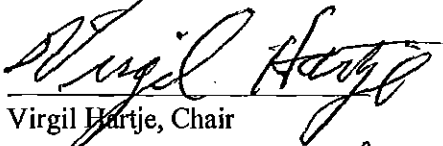
**NOW, THEREFORE BE IT RESOLVED**, that the Sauk County Board of Supervisors, hereby expresses its appreciation and commends Jack A. Greenwood for thirty-nine years of faithful service to the people of Sauk County.

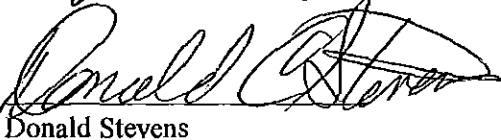
**AND, BE IT FURTHER RESOLVED**, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present Jack A. Greenwood an appropriate symbol of our appreciation for service to the people of Sauk County.

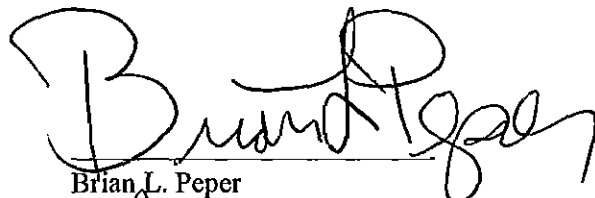
For Consideration by the Sauk County Board of Supervisors on December 18, 2012.

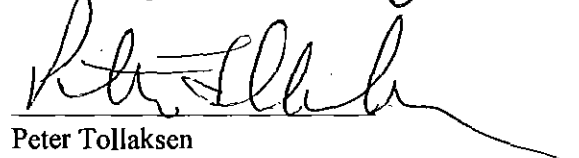
Respectfully submitted:

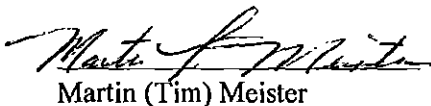
Sauk County Highway and Parks Committee

  
Virgil Hartje, Chair

  
Donald Stevens

  
Brian L. Peper

  
Peter Tollaksen

  
Martin (Tim) Meister

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

YLB

RESOLUTION No. 106 - 12

AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT – ECONOMIC  
DEVELOPMENT ADMINISTRATIVE MANUAL

WHEREAS, a robust and growing local economy is essential to the health and well being of all Sauk County communities; and,

WHEREAS, the Sauk County Board of Supervisors has a long history of actively supporting economic development efforts on a countywide basis; and,

WHEREAS, the Wisconsin Department of Commerce encouraged Sauk County to develop a Revolving Loan Fund (RLF) as an additional resource in encouraging economic growth and job creation within the County; and,

WHEREAS, the Sauk County Revolving Loan Fund was adopted by Resolution 75-04 on May 18, 2004, on behalf of local businesses seeking to expand their operations; and,

WHEREAS, Sauk County utilizes the repayment of these grants to issue loans to other businesses to expand their operations; and,

WHEREAS, the Wisconsin Department of Administration requires the County adopt an approved set of guidelines for the administration of a Revolving Loan Fund consistent with updated Housing and Urban Development guidelines.


NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Revolving Loan Fund Administrative Manual hereto attached is approved and adopted as amended.

For consideration by the Sauk County Board of Supervisors on December 18, 2012.

Respectfully submitted:

EXECUTIVE AND LEGISLATIVE COMMITTEE

  
MARTIN F. KRUEGER

  
JOAN FORDHAM

  
JASON LANE

  
DONALD C. STEVENS

  
WILLIAM F. WENZEL

Fiscal Note: Incorporation of the revised language creates no fiscal impact. *KAS*

MIS Note: No impact.



**WISCONSIN DEPARTMENT OF  
ADMINISTRATION**

**SCOTT WALKER  
GOVERNOR  
MIKE HUEBSCH  
SECRETARY**

Division of Housing  
101 E. Wilson Street, Floor 5  
P.O. Box 7970  
Madison, WI 53707-7970

**November 6, 2012**

Dear Revolving Loan Fund Partner:

We have some important information to share about your Community Development Block Grant (CDBG) program. This letter contains the requirements you must follow in administering the CDBG program in your community.

The U.S. Department of Housing and Urban Development (HUD) has completed its annual monitoring of Wisconsin's CDBG programs with the Wisconsin Department of Administration.

HUD identified modifications that must be made when administering CDBG programs. This includes changes to:

- Low and Moderate Income (LMI) requirements
- CDBG funding in areas with revolving loan fund (RLF) balances
- Anti-pirating

We have detailed those changes outlined below, and also included the new CDBG manual for revolving loan funds for your reference.

**Low and Moderate Income (LMI) Requirements**

To meet the LMI objective, the Code of Federal Regulations (24 CFR 570.483(b)(4)(iii)) requires that:

(iii) Jobs will be considered to be available to low and moderate income persons for these purposes only if:

- (A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
- (B) The unit of general local government and the assisted business take actions to ensure that low and moderate income persons receive first consideration for filling such jobs" (emphasis added).

This means that at least 51% of the interviewees for created positions must be low or moderate income individuals as identified in self certification forms. A sample of the self-certification form that must be used accompanies this letter.

To comply with this regulatory requirement, all contracts and manuals must contain the following language:

- "LMI Persons" means persons with household income less than 80% of the median household income by family size in the County where the Project is located.
- "Made Available to LMI Persons" means the Borrower will document that at least 51% LMI Persons were hired or received first consideration by interviewing at least 51% LMI Persons for created positions that do not require special skills or education beyond high school.
- "Received First Consideration" means the Borrower must document and use a hiring practice that results in at least 51% LMI Persons interviewed for created positions and demonstrate that under usual circumstances this hiring practice will result in at least 51% LMI persons being hired. Part of the Borrower's hiring practice must include the posting of available positions with the local Job Service Office or Workforce Development Boards.
- Every applicant for an employment position associated with the Project must complete the self-certification form.

#### **CDBG-ED Funding In Areas with Revolving Loan Fund (RLF) Balances**

When available, HUD requires that RLF funds be used before new program funds. This is consistent with the policy under 24 CFR 570.489(e)(3)(i) and 570.504(b)(2)(i), respectively, that RLF program income will be used "to the maximum extent feasible" and CDBG program dollars used only where RLF funds have been "substantially disbursed."

DOA's contracted agent, the Wisconsin Economic Development Corporation (WEDC), will be reviewing applications to determine the availability of regional revolving loan funds based upon a stringent policy for new project requests. If you have a balance of at least 20% of the total CDBG-ED loan that is *not* substantially disbursed, RLF funds will be used to cover at least a portion of the total loan. This presumption of revolving loan fund availability can be overcome by documenting the following:

- Loan balance history
- Utilization rate
- Projects funded
- Commitment of funds to other projects
- Extraordinary circumstances demonstrating significant economic impact or significant risk to the project including natural disasters, events and circumstances out of the control of the local RLF, and bad debt

In order to receive project approval, the application will be reviewed for the following criteria: objective, total funds estimated for the project, and the total amount recommended for CDBG funding, including documentation about the availability of regional revolving loan funds. Regional revolving loan funds will be used first for projects when available. In addition, the State will use separate contracts for the awards: (1) a contract between the State and the municipality, and (2) a contract between the municipality, regional non-profit development authority, and the borrowing business.

#### **Anti-Pirating**

HUD has directed the State to add language in CDBG-ED contracts covering the prohibition on job pirating under the Code of Federal Regulations (24 CFR 570.482(h)). That regulation provides:

CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area (LMA) to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.

Moving jobs from one LMA to another includes moving jobs from one state to another state, and one community in Wisconsin to another community in Wisconsin. To comply with this directive, grantees will be required to certify that the business does not have immediate plans to relocate jobs as required by CDBG Anti-Piracy regulations.

The following language must be included in all contracts and manuals:

"The Borrower certifies it is and will maintain compliance with CDBG Anti-Piracy regulations as stated in 24 CFR 570.482(h). Violation of this regulation will constitute an Event of Default."


To assist you with these changes, we have attached a sample manual and a self-certification form.

If you have any questions about these requirements, contact Chela O'Connor at 608-210-6751 or [Chela.OConnor@wedc.org](mailto:Chela.OConnor@wedc.org).

Please provide an approved, electronic copy of the manual for your community with the required changes by December 31, 2012, to [Chela.OConnor@wedc.org](mailto:Chela.OConnor@wedc.org).

Thank you for your continued commitment and collaboration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Marks', with a long horizontal line extending to the right.

Lisa Marks, Administrator  
Division of Housing

**SAUK COUNTY, WI**

**COMMUNITY DEVELOPMENT BLOCK GRANT**

**REVOLVING LOAN FUND MANUAL**

**Adopted December 18, 2012**

**Prepared by the:**

**Sauk County Administrative  
Coordinators Office  
505 Broadway, Room 134  
Baraboo, Wisconsin 53913  
608-356-3274**

**Using**

**Community Development Block Grant Funds**

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## **FOREWORD**

Community Development Block Grant (CDBG) funds are received from the U.S. Department of Housing and Urban Development. The Department of Administration (DOA) is the recipient and contracts with the Wisconsin Economic Development Corporation to manage activities associated with Economic Development. These economic development funds are used to provide grants to local units of government that use the funds to loan to a business. The business, in return for use of the public funds, provides private investment towards the assisted activity and most importantly creates job opportunities, principally for the benefit of low and moderate income persons.

When a business repays the community the loan (principal and interest payments), these funds are classified as program income and used to capitalize a local revolving loan fund (RLF). With the RLF, the community can make additional loans to businesses wishing to expand or locate in the community. When successfully administered, the community's revolving loan fund can expand the amount in its RLF to an amount in excess of the original amount it was able to retain. This happens when the community exercises due diligence by performing a thorough credit analysis to determine business viability and adequately securing and servicing the loan. In administering a RLF, a Community becomes a "bank" and accepts all of the responsibilities of a commercial lender when it makes a CDBG or RLF loan to a business.

This manual contains model RLF policies and procedures that have been adopted locally by the Sauk County Board of Supervisors to govern the use of revolving loan funds. It is intended to provide both general guidance and specific procedures to be used by the County in the administration of funds provided from the CDBG program or other sources which may become available with the passage of time.

## SECTION 1. GENERAL PROVISIONS

### 1.1 PURPOSE

The purpose of the policies and procedures contained within this manual, hereafter referred to as the Economic Development Revolving Loan Fund Manual, is to present the criteria which governs the economic development activities assisted with funds made available through the Sauk County Revolving Loan Fund (RLF) program.

### 1.2 OBJECTIVES

Economic development activities assisted with funds made available through the RLF Program are intended to meet the following objectives:

- (1) To encourage the creation and retention of permanent jobs, which provide a wage, appropriate to the skills and experience of the local labor force and that is competitive. The recipient of funds must agree that a minimum of 51 percent of the jobs created or retained shall be made available to low and moderate income persons. *See section 3.6(4) for requirement and definitions.*
- (2) To encourage the leveraging of new private investment into Sauk County in the form of fixed asset investment, particularly in land and buildings.
- (3) To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
- (4) To implement the Sauk County's Economic Development Plan goals and objectives.
- (5) To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.
- (6) To encourage the development and use of modern technology and create safe work environments.
- (7) To encourage dairy producers to undertake capital improvement projects that will result in a significant increase in milk production

### 1.3 AMENDMENTS and MODIFICATIONS

The Sauk County Board of Supervisors may from time to time amend the provisions imposed by the policies and procedures contained within the RLF manual and such amendments are subject to prior written approval by the Wisconsin Economic Development Corporation, administrator of the Wisconsin Community Development Block Grant Program (CDBG) that provides the funds used to capitalize the RLF.

## SECTION 2. ADMINISTRATION

### 2.1 LOAN REVIEW BOARD

- (1) The Sauk County Board of Supervisors shall establish a formal Loan Review Committee which shall consist of individual's representative of broad Community interests, and having special expertise and knowledge of commercial lending and economic development processes. Expertise on the Committee optimally shall include representation from the governing body, the Conservation, Planning and Zoning Committee, the Sauk County Development Corporation, the local chamber of commerce, the local banking community, a business law attorney, a local accountant, and the Sauk County Administrative Coordinator who shall serve as the RLF administrator.
- (2) The Loan Review Committee shall have the authority to review, select and recommend loan applications to the governing body for final approval. The Committee shall also have the authority to make policy recommendations for the administration of the program. Periodic activity reports prepared by the RLF Administrator shall be provided to members of the Sauk County Board of Supervisors.
- (3) The RLF Administrator shall explain the Program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for financing. The Administrator, where necessary and appropriate, shall counsel or guide loan applicants to other more appropriate technical and financial resources when the loan applicant has needs beyond those available from the RLF program.
- (4) The Administrator shall periodically review all financial statements and loan amortization schedules of RLF loan recipients, review and approve documentation of business expenditures financed with RLF proceeds, record RLF security instruments, maintain the RLF accounting records which shall be segregated from other community accounts, and report semi-annually to the Wisconsin Economic Development Corporation regarding the use of the RLF funds.
- (5) The Sauk County Corporation Council shall prepare all loan agreements, review all promissory notes and mortgage or lien instruments, and counsel the Loan Review Committee on default matters.
- (6) The RLF Administrator shall be responsible for the maintenance of all other records for the local RLF, particularly those related to the expenditures of the RLF monies for program administration purposes.

### 2.2 MEETINGS

Loan review meetings shall be held on an as-needed basis. Pursuant to Section 19.84, Wisconsin Statutes, all Committee members and the general public shall be given prior notice of each meeting. A majority of the Committee in attendance at a meeting constituting a quorum shall be required for official Committee action. Official actions must have the support of the majority of the total Committee. Vacant positions on the Committee shall be counted in determining the total number of Committee members.

## 2.3 RECORDS

Written records of all program activities, including program meetings, loan applications, and related documents, shall be maintained in appropriate files. All files shall be maintained in a secure place with limited access by authorized personnel. The Sauk County Corporation Counsel shall be consulted in regard to compliance with state and municipal open records laws.

The following files shall be established and maintained for each loan recipient:

- (1) **Loan Application File:** This file contains all application, business financial statements, personal financial statements, credit reports, business plan documents, and other supporting loan information submitted to Sauk County, including all applicable correspondence.
- (2) **Loan Recommendation File:** This file contains a summary of the analysis, recommended actions for the application, and a copy of the minutes for the Loan Review Committee meeting summarizing the action taken on the loan request.
- (3) **Loan Closing File:** This file contains copies of all loan-closing documents. All legal documents from the loan closing, including security instruments, the note and other applicable correspondence shall be placed in a locked, fireproof safe. The Sauk County Corporation Counsel shall be involved in helping create and complete this file to ensure complete loan documentation. Copies of the loan closing documents and an amortization schedule will be provided to the loan recipient, along with an invoice, if applicable, for loan closing and servicing fees.
- (4) **"Tickler File" System:** A tickler file system shall be established and maintained to ensure that loan repayments, financial information, the loan agreement, UCC updates, and other time sensitive documentation requirements are tracked and obtained as required. The system shall include the following monthly coded index files:
  - 1) Expiration dates for property, casualty and life insurance policies;
  - 2) Due dates for all financial statements;
  - 3) Expiration dates for UCC financing statements, the reminder to update being at least 45 days prior to the expiration of the UCC filing on hand;
  - 4) Scheduled dates of annual loan performance and covenant reviews;
  - 5) Dates for site visits;
  - 6) Due dates for property tax payments and dates by which the community expects to hear from the borrower regarding confirmation of payment of taxes;
  - 7) Review dates for job monitoring; and
  - 8) Dates on which loan recipients will be notified of scheduled changes in the loan amortization scheduled per loan agreements.

- (5) Financial Statement File: This file contains the business' periodic financial statements as required by the loan covenants with a statement indicating that the RLF administrator reviewed the data.
- (6) Progress Report File: Loan recipients are required to submit periodic progress reports during the outstanding term of the loan. Sauk County shall make periodic site visits to verify information in the progress report and financial statements. These site visits shall be documented for the file.
- (7) Site Visit File. Site visits shall be conducted periodically to each loan recipient, the scheduling of which depends on the nature of the project. A summary of the site visits will be placed in the file, particularly highlighting any information that can help in rating the overall condition/risk of the loan.
- (8) Repayment Monitoring File: This file includes the loan amortization schedule, status of payments, and the outstanding balance of the loan. Observations suggesting concerns or problems shall be reported to the RLF Committee and notations shall be placed in the tickler file to remind the administrator of the need to provide continued monitoring. If payments are made to an office (i.e. controller's or clerk's), the file will contain receipts of payments and there needs to be a system in place to ensure the timely notification of payments to the RLF administrator.

Sauk County will notify the loan recipient in writing of the deficiency and the action that will be taken should the payment not be made. Should there be a late payment, the Sauk County Administrative Coordinator will contact the loan recipient to determine the reason for the delayed payment. Contact may need to be made with other participating lender(s) to determine if their loans are current and to alert the lender of a potential problem. All payments shall be applied first to accrued late payment penalties, then to interest accrued and then to principal.

- (9) Loan Review File: All loans are to be reviewed on an annual basis, and at such other times as may be deemed necessary by Sauk County. The review shall follow receipt of the fiscal year-end financial statements, the year-end progress reports, and site visits. A report on the loan review shall be in the file and address the following: timeliness of monthly payments; condition of collateral securing the loan and status of security documents (i.e. mortgages, UCC filings); overall financial condition of the business; the presence of material liens or lawsuits; and violations of loan covenants and suggested corrective actions.

If the business is experiencing problems with any of the above criteria, the RLF Administrator is to work with the loan recipient to identify actions that are needed to correct the identified deficiencies, including possible restructuring of the loan to protect Sauk County's interest and meet the needs of the business. If appropriate, the Administrator will arrange for business assistance, including services available through the University of Wisconsin-Extension, Small Business Development Center (SBDC), the Service Corp of Retired Executives (SCORE), and other entities having an interest in serving the needs of businesses.

In the event the findings of the loan review suggest serious problems, particularly if the loan is at risk for default, the account shall be turned over to the Sauk County Corporation Counsel for legal action in order to initiate steps necessary to protect the loan and to ensure the maximum repayment of the balance due. Again, corrective actions may be achieved through restructuring or if necessary, foreclosure actions.

## 2.4 ADMINISTRATION

Reasonable administrative funds may be withdrawn from the RLF to cover personnel costs and other administrative expenses. Local funds may be used in situations when loan repayments are insufficient to cover administrative costs. Administrative expenses of up to fifteen (15) percent of program income may be used for direct loan administrative costs. In addition to paying costs for RLF administration, these funds may be used for the following:

- (a) Legal costs.
- (b) Consulting fees for credit analysis, business plan reviews and technical assistance.
- (c) Office supplies, copying, typing, mailing, and related.
- (d) Training costs.

To generate additional revenue to cover administrative costs, if necessary, the Sauk County Board of Supervisors may also establish loan origination fees, closing fees, servicing fees, and other fees to cover charges directly related to either processing an application or servicing a loan. All fees collected go to the RLF. The accounting of the fee revenue placed in the RLF shall include separate line items to track administrative expenses recovered.

### **SECTION 3. ELIGIBILITY CONSIDERATIONS**

#### **3.1 ELIGIBLE AREA**

The area served by the RLF program shall generally be within the corporate limits of Sauk County.

#### **3.2 ELIGIBLE APPLICANTS**

- (1) Applications may be submitted by the sole proprietor or Chief Executive Officer of any business wishing to establish a new operation or expand an existing operation in the County.
- (2) No member of the governing body, loan review board, or any other official, employee, or agent of the County who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.
- (3) No program loans will be made which are in conflict with Section 946.13 of the Wisconsin Statutes (Private Interest in Public Contract Prohibited).
- (4) Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin.

#### **3.3 ELIGIBLE ACTIVITIES**

Program loans shall be available to eligible applicants for the following activities:

- (1) The acquisition of land, buildings, and fixed equipment.
- (2) Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.
- (3) Clearance, demolition, or the removal of structures or the rehabilitation of buildings and other such improvements.
- (4) The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.
- (5) Working capital (inventory and direct labor costs only).
- (6) Purchase of dairy cows resulting in significant long-term increases in capacity to produce milk.

### 3.4 INELIGIBLE ACTIVITIES

Program loans shall not be available for the following activities:

- (1) Refinancing or consolidating of existing debt.
- (2) Reimbursement for expenditures prior to loan approval.
- (3) Specialized equipment that is not essential to the business operation.
- (4) Residential building construction or reconstruction (unless such reconstruction is intended to convert the building to a business or industrial operation).
- (5) Routine maintenance.
- (6) Professional services such as feasibility and marketing studies, accounting, management services, and other similar services. Legal services incurred in the closing of a RLF loan are eligible.
- (7) Other activities that the Loan Review Committee may identify during the administration of the program.

### 3.5 INELIGIBLE BUSINESSES

Program loans shall not be available for the following businesses:

- (1) Speculative investment companies.
- (2) Real estate investment companies.
- (3) Lending institutions.
- (4) Gambling operations.
- (5) Non-public recreation facilities.
- (6) Other businesses not serving the interests of the County.

### 3.6 MINIMUM REQUIREMENTS

To be eligible for funding, a proposed project must meet all of the following minimum requirements:

- (1) Private Funds Leveraged. The applicant must leverage a *minimum* of one dollar (\$1.00) of private funds for every one dollar (\$1.00) of loan funds requested. Higher leverage may be required at the discretion of the Loan Review Committee.
- (2) Cost Per Job Created. At least one (1) full-time permanent position or full-time equivalent must be created for every \$20,000 of program funds requested. The Committee may require lower job cost where warranted, (i.e. taking into consideration type of jobs, hourly wage, etc.)



- (3) Financial Feasibility and Business Viability. The applicant must demonstrate that the proposed project is viable and the business will have the economic ability to repay the funds.
- (4) Low and Moderate Income (LMI) Benefits. Each project must demonstrate that it meets the CDBG-ED national objective of benefiting low to moderate income persons as defined by CDBG regulations.

The project shall create jobs, at least 51% of the jobs will be held by or Made Available to LMI Persons.

"LMI Persons" means persons with household income less than eighty (80) percent of the median household income by family size in the County where the Project is located.

"Made Available to LMI Persons" means the Borrower will document that at least 51% LMI Persons were hired or Received First Consideration by interviewing at least 51% LMI Persons for created positions that do not require special skills or education beyond high school.

"Received First Consideration" means the Borrower must document and use a hiring practice that results in at least 51% LMI Persons interviewed for created positions and demonstrate that under usual circumstances this hiring practice will result in at least 51% LMI persons being hired. Part of the Borrower's hiring practice must include the posting of available positions with the local Job Service Office or Workforce Development Boards.

The following documentation evidencing compliance must be collected:

A listing of all job titles which were planned to be held by or made available to low to moderate income persons, a commitment to hire or make at least 51% of jobs available to low to moderate income persons, a written plan for how such persons were given first consideration for jobs including what hiring process was used, a list of the low to moderate income persons interviewed for particular positions, including the size and annual income of the person's family prior to interviewing for the position.

- (5) Compliance with Applicable Laws. Applicants shall comply with all applicable local, state, and federal laws and codes.
- (6) Project Completion. Projects shall be completed within 24 months from the date of the loan approval. Applicants shall provide the County a project implementation schedule not exceeding 24 months for project completion and job creation, and maintain the positions created for 24 months.
- (7) Federal Anti-Piracy. The borrower must certify that it does not have immediate plans to relocate jobs in violation of CDBG Anti-Piracy regulations. The following language will be included in all agreements with the borrower. "The Borrower certifies it is and will maintain compliance with CDBG Anti-Piracy regulations as stated in 24 CFR 570.482(h). Violation of this regulation will constitute an Event of Default."

## SECTION 4. TERMS AND CONDITIONS

### 4.1 - TERMS AND CONDITIONS

Loan terms and conditions shall be structured on need and ability to repay. Minimum standards shall include the following:

- (1) Loan Amount. Loan amounts are subject to the availability of program funds.
- (2) Interest Rate. The interest rate shall be established by the Loan Review Committee.
- (3) Terms for Loans.
  - (a) Working capital loans shall have a maximum term of seven years.
  - (b) Loans for machinery, equipment and fixtures shall have a maximum term of ten years.
  - (c) Real estate loans shall have a maximum term of 12 years which can be amortized on a 20-yr basis with the option of refinancing for an additional 8 years.
  - (d) In any case, the loan shall not have a term longer than the terms of the other private financing in the project.
- (4) Period of Payment. Terms may include longer amortization schedules with balloon payments. Amortization schedules shall be set up for monthly payments.
- (5) Repayment. Payment of interest and/or principal may be deferred during the implementation period of the assisted activity if merited in the loan application. Interest shall accrue during the deferment period and may be paid in full or added to the principal amount of the loan. Following the deferral period, interest and principal shall be paid for the remaining term of the loan.
- (6) Prepayment. There shall be no prepayment penalties.
- (7) Collateral. Sauk County will seek to have the best possible collateral position possible to ensure that RLF loans are adequately secured.

## SECTION 5. APPLICATION PROCEDURES

### 5.1 DISCUSSION OF REQUIREMENTS

Prior to submitting an application, the applicant shall discuss the program with the Revolving Loan Fund Administrator. The Administrator shall assist the applicant, as is reasonably necessary, in completing the application. All financial information shall be kept in a secured place with limited access by authorized personnel only.

### 5.2 TIMING

Applications may be submitted at any time during the calendar year.

### 5.3 PRIORITY

Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed. In the event that loan funds requested exceed available funds, the following criteria will be used to determine which business(es) will be awarded the loan(s):

- (1) Eligibility of the applicants.
- (2) Eligibility of the project to be undertaken.
- (3) The extent to which private funds are to be leveraged.
- (4) The extent to which jobs are to be created, and the type jobs and wages.
- (5) The extent to which the loan can be secured.
- (6) Evidence of ability to repay the loan.
- (7) Size of the loan requested.
- (8) Timing of the proposed expenditures.
- (9) Completeness of application.
- (10) Other factors as deemed appropriate.

### 5.4 LOAN APPLICATION

Applicants shall submit an application using the form available from the RLF Program and that includes the following:

- (1) Business Description. A written description of the business, including the following:
  - (a) A brief history of the existing or proposed business, including when it started or is to start, type of operation, legal structure, markets, and products.

- (b) Key customers and clients.
  - (c) A personal resume of each principal associated with the business, including: number of years of experience in the business; educational background; and role in the proposed or existing business.
  - (d) Three years of financial history including balance sheets, profit/loss statements, cash flow statements and accountant notes.
- (2) Project Description. A description of how the business plans to use the requested funds.
  - (3) Commitments from Private Lenders. This consists of commitments from all private lenders making loans to the project. Lender commitment letters should include:
    - (a) Description of the type of loan being made by the lender (first mortgage, permanent financing, construction financing, etc.)
    - (b) The amount of the loan, interest rate, term, and security, availability, and repayment schedule and amounts.

These commitments shall be obtained concurrently with the negotiation of the terms and conditions of the RLF Program loan to ensure the interest of the County are secured.

- (4) Projections. Provide proformas (a balance sheet & income statement and cash flow statement). These should cover a three-year period and should be based on the assumption that the business will receive the requested loan.
- (5) Additional Information. Additional information as may be required by the Loan Review Committee, or the Administrator.

## 5.5 REVIEW PROCESS

Specific steps in the review process include the following:

- (1) Preliminary Review. The Administrator will review the application for completeness and verify that the proposed project meets the minimum requirements provided in Section 3.6. If the application is not complete, the Administrator will inform the applicant of the deficiencies.
- (2) Formal Review. The Loan Review Committee will meet to review an application within 30 days of the receipt of a completed application or at some other predetermined schedule. Once the review is completed and the proposal is acceptable for funding, the Loan Review Committee will forward the proposal to the governing body for final approval or to whatever other body has been authorized to act on loan requests.
- (3) Negotiation of Terms. Upon the tentative acceptance by the governing body, the Administrator will contact the business in writing to review and explain the terms of the loan.

- (4) Notice of Award. If the application is approved, a closing will be scheduled to execute the necessary loan documents.
- (5) Rejection of Award. If the application is not approved, the Administrator will send a letter to the applicant stating the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the loan request or to identify alternative funding sources.

## SECTION 6. DISTRIBUTION OF FUNDS

### 6.1 LOAN PROCEDURES

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time during the term of the loan.

- (1) Notice of Award. The Loan Review Committee must have reviewed and approved a complete application for an eligible applicant.
- (2) Loan Agreement. The Sauk County Corporation Counsel shall prepare a loan agreement, which shall be executed by the County or RLF Administrator and the Chief Executive Officer of the business.
- (3) Promissory Note. A promissory note shall be prepared by the Sauk County Corporation Counsel and signed by the Chief Executive Officer at the time of loan closing. The note must be dated; it must reference the agreement between the County and the business; and, it must specify the amount and terms of the loan funds delivered.
- (4) Security. Mortgage or lien instruments or personal guarantees provided as security for all loans shall be prepared by the County attorney and executed at the time of the loan closing. The County attorney, or Administrator, shall record the instrument and place a copy in the project file to include:
  - (a) Mortgage and/or security agreement.
  - (b) UCC searches and filing.
  - (c) Guarantee agreement.
  - (d) Title insurance or Abstract.
  - (e) Assignment of Life Insurance.
  - (f) Casualty Insurance binder.
  - (g) Personal guarantee.
  - (h) Other documentation as may be appropriate.
- (5) Repayment Schedule. A loan repayment or amortization schedule shall be prepared by the Administrator after the loan proceeds are fully disbursed. The repayment schedule shall be dated and signed by both the CEO and the Chief Executive Officer of the business. At that time, the repayment schedule shall be attached to both parties' copies of the agreement.
- (6) Evidence of Permits, etc. Documentation must be provided by the applicant that all necessary permits, licenses, and any other registrations required have been obtained by the applicant prior to the release of program funds.

## SECTION 8. PERFORMANCE MONITORING

### 8.1 PRIVATE LEVERAGE COMMITMENTS

The Administrator shall monitor the use of the funds and expenditure of private leverage commitments. Documentation may include invoices or receipts for materials and supplies, letters from lenders, final bills of sale, and canceled checks.

### 8.2 HIRING OF NEW EMPLOYEES

The Administrator shall monitor the borrower's progress in meeting agreed upon job creation or retention goals. Job creation must be documented using payroll records. Before-project and after-project payroll records should be provided by the borrower to document job creation. Failure of the business to provide the targeted number of jobs may be a condition for default unless the business can show it made a good faith effort to create the targeted number jobs but did not succeed due to reasons beyond its control. In all hires the borrower must meet the LMI requirement. *In addition, to ensure compliance with the LMI requirements, employers must collect the attached self-certification forms from every applicant for each job created by CDBG funds.*

### 8.3 DEFAULT

In the event the business is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties, shall, at the County's option, become immediately due and payable. To exercise this option, the County's attorney shall prepare a written notice to the business. The notice shall specify the following:

- (a) The default.
- (b) The action required to cure the default.
- (c) A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.
- (d) Any penalties incurred as a result of the default, jobs, etc.

## **SECTION 9. USE OF LOAN REPAYMENTS AND REPORTING**

### **9.1 RLF PROGRAM**

Repaid loans shall be re-deposited into the Revolving Loan Fund account and used in a manner consistent with the policies and procedures manual. A separate accounting record for each loan shall be kept to account for all funds loaned. The RLF account shall be audited on an annual basis and the RLF Administrator shall provide reports at times and on forms as required by the state of Wisconsin.



- (7) Evidence of Program Expenditures. Documentation must be provided by the business to evidence program expenditures prior to the release of funds. Documentation shall include bills and invoices or receipts for materials, final bills of sale or canceled checks. All documentation shall be reviewed and approved by the Administrator.
- (8) Fixed Equipment. Fixed equipment financed with program funds must have been purchased, delivered, and installed. The Administrator shall verify the installation of fixed equipment.
- (9) Other Documentation. As appropriate or necessary, the borrower may be asked to provide the following:
  - (a) A certificate of status from the Department of Financial Institutions.
  - (b) The Articles of Incorporation and by-laws.
  - (c) A Board resolution to borrow funds and Secretary's certificate.
  - (d) Current financial statements.
  - (e) Evidence of having secured other funds necessary for the project.
  - (f) An Environmental Assessment for real estate loans which may either be a Phase I, II, or III analysis, depending on the environmental condition of the site.

With the above documentation in place, the Administrator will schedule a loan closing. All documents will be executed before funds are disbursed, and mortgages and UCC Statements shall be recorded with the Register of Deeds and the Secretary of State, (The Appendix contains a model Loan Closing Documentation Checklist).

## SECTION 7. POST APPROVAL REQUIREMENTS

### 7.1 OBLIGATION OF LOAN RECIPIENT

In addition to the terms and conditions of the loan, all borrowers shall agree to comply with the following:

- (1) The creation or retention of the agreed upon number of jobs within 24 months of the date of the execution of the loan agreement with the County.
- (2) Not to discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin in any employment or construction activity related to the use of the business loan funds.
- (3) To use the loan money only to pay the cost of services and materials necessary to complete the project or activity for which the loan funds were awarded.
- (4) To permit inspections by persons authorized by the County of all projects and properties assisted with loan funds. Related project materials shall also be open to inspections, which include, but may not be limited to, contracts, materials, equipment, payrolls, and conditions of employment. Requests for inspection shall be complied with by the borrower.
- (5) To maintain records on the project as may be requested by the County. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.
- (6) To submit periodic progress reports to the Administrator in accordance with the schedule in the loan agreement. These reports shall report on project progress including number of jobs created or retained during the loan agreement.
- (7) To maintain fire and extended coverage insurance on the project property required during the term of the loan. The County shall be listed as Loss Payee, Mortgagee, or "additional" insured on the policy. Term life insurance may be required of the applicant to cover the loan balance through the life of the loan.
- (8) To abide by all federal laws, when applicable. These include, but may not be limited to: The Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Davis-Bacon Act, as amended; the Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act; and, all regulations pursuant to these Acts.
- (9) *To collect the attached self-certification forms from every applicant for each job created by CDBG funds.*

## SECTION 10. LOAN SERVICING

### 10.1 MONITORING

The RLF Administrator shall monitor each loan to ensure compliance with the loan terms and conditions and to monitor the financial health of the business to ensure continued repayment of the loan. The monitoring will also ensure that all recordkeeping requirements are met particularly in regard to job creation and expenditures of matching funds.

A loan servicing file shall be established and maintained for each loan recipient that includes all written correspondence; a record of important telephone conversations; a list of applicable loan covenants; certificates of insurance for builder's risk, property-casualty, and life insurance, as applicable; and documentation for job creation and retention including low and moderate income certifications forms.

### 10.2 RECORDKEEPING

In addition to the above, the RLF financial management records must be comprehensive and designed to provide the following information:

- (a) A Revolving Loan Fund Register that records all deposits and disbursements to and from the RLF, including funds used for RLF administration.
- (b) A CDBG Loan Repayment Register that records repayments made by each business which has received a loan from the RLF. It also tracks the balance of repayments from all loans from the RLF.
- (c) A Collection Register for every loan made. Each register contains the business name, loan date, loan amount, terms, and date repayment begins. Payments are divided into principal and interest payments with a declining principal balance.
- (d) RLF Loan Repayment Registers that record repayments made by each business, which has received a loan from the RLF. It also tracks the balance of repayments from all loans from the RLF.

# LOAN CLOSING DOCUMENTATION CHECKLIST

			If Recording Required:		
	Date Requested	Date Received	Date Recorded	Date Returned	Not Applicable
<b>FOUNDATION DOCUMENTATION</b>					
Financial Statements					
Certificate of Corporate Good Standing from Sec. of State					
Loan Commitment Letter					
Loan Agreement					
Borrowing Resolution or Agreement					
Certified Copy of Resolution Authorizing Actions Taken					
Sole Ownership Affidavit					
Other					
<b>GUARANTEES/DEBT SUBORDINATION</b>					
Unlimited, Limited, or Specific Guarantee					
Spousal Consent					
Debt Subordination					
Authorizing Resolution or Agreement					
Other					
<b>POSSESSORY COLLATERAL INCLUDING LIFE INSURANCE</b>					
Possession of Policy					
Assignment of Policy as Collateral					
Transmittal Letter and Request for Acknowledgement and Policy Information					
Other					
<b>NONPOSSESSORY COLLATERAL</b>					
Release of Prior Lender Filings					
Security Interest Subordination Agreement					
Business Chattel Security Agreement					
Selective Business Security Agreement					
Financing Statement					
Financing Statement Fixtures - Real Estate Records					
Motor Vehicle Perfection					
Insurance Binder on Collateral					
Other					
<b>REAL ESTATE</b>					
Survey					
Appraisal					
Casualty Insurance Binder					
Title Insurance Binder					
Title Insurance Policy					
Title Opinion Based on Abstract					
Check of Legal Description on Survey Against Deed Against					
Mortgage Against Title Insurance Binder					
Environmental Audit					
Mortgage					
Business Real Estate Security Agreement					
Flood Plain Certificate					
Flood Plain Notice					
Real Estate Mortgage Subordination Agreement					
Other					
<b>NOTE DISBURSEMENTS</b>					
Business Note					
Statement					
Other					
<b>COMPLETED BY:</b>					
466					
<b>RENEWED BY:</b>					

RESOLUTION NO. 107 12

**AUTHORIZING THE SAUK COUNTY HIGHWAY DEPARTMENT TO ELIMINATE ONE, FULL-TIME (1.00 FTE) PATROLMAN POSITION, AND CREATE ONE, FULL-TIME (1.00 FTE) SKILLED LABORER POSITION OUTSIDE THE BUDGET PROCESS**

**WHEREAS**, due to budget constraints, staff level reductions have dictated the restructuring and reorganization of various Highway Department positions and processes to ensure a favorable level of service is maintained; and

**WHEREAS**, the Highway Department currently maintains a Patrolman position which is vacant; and

**WHEREAS**, the Skilled Laborer position already performs some of the essential tasks of the Patrolman position; and

**WHEREAS**, the creation of one Skilled Laborer position will allow the Department to improve the existing workforce; and

**WHEREAS**, the hourly wage of the Skilled Laborer position is currently \$0.14 per hour above the hourly wage of the Patrolman position; and

**WHEREAS**, the creation of the Skilled Laborer position will allow the Highway Department to maintain a consistent overall staffing level; and

**WHEREAS**, the expense the Highway Department realizes by the increase in hourly wages of the Skilled Laborer position will be offset by an increase in efficiency due to better utilization of the workforce.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Highway Department be authorized to eliminate one, full-time, vacant position of Patrolman and create one, full-time Skilled Laborer position outside of the budget process.

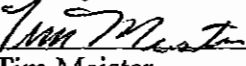
For Consideration by the Sauk County Board of Supervisors on December 18, 2012.

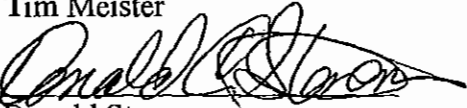
RESOLUTION NO. 10712


Respectfully submitted:

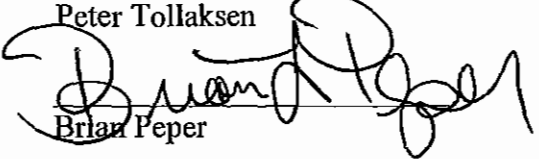
Sauk County Highway and Parks Committee

  
Virgil Harte, Chair

  
Tim Meister

  
Donald Stevens

  
Peter Tollaksen

  
Brian Peper

Sauk County Personnel Committee

\_\_\_\_\_  
Tim Meister, Chair

\_\_\_\_\_  
Peter Tollaksen

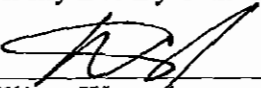
\_\_\_\_\_  
Carol Held

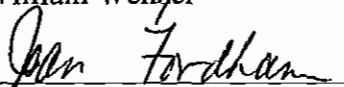
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Henry Netzing

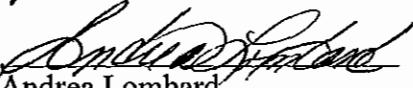
\_\_\_\_\_  
Scott Alexander

Sauk County Finance Committee

  
Tommy Lee Bychinski, Chair

  
William Wenzel

  
Jean Fordham

  
Andrea Lombard

  
Jason Lane

Fiscal Note: The extra expense realized from the wage increase for the Skilled Laborer position will amount to approximately \$291.00 annually. *KCB*

### Sauk County Position Description

Department: Highway  
Date: May 2010

Pay Grade: 6 FLSA: R  
Reports To: Patrol Superintendent

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#### Purpose of Position

The purpose of this position is to operate a variety of maintenance and repair vehicles, machines and equipment for Sauk County Highway Department.

#### Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Operates road maintenance, construction and repair vehicles and equipment including trucks, rollers, water trucks, front end loaders, tractors, mowers, brush chippers, compressors, semi-tractor and trailer, shop crane, conveyor, portable traffic signals, pavement saws, chainsaw, cement mixer, compactor, loaders, jackhammer, curbing machine, weed trimmers, drills, cutting torch and snow plow truck.
- Performs routine maintenance tasks on rollers, trucks, and chainsaw, sander, snow plow.
- Cuts brush and trees.
- Performs road maintenance tasks including patching pavement.

#### Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with two years heavy equipment operating experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities. Ability to obtain a commercial driver's license Class A, B, and C with N, H and T endorsements required.

#### Physical and Mental Abilities Required to Perform Essential Job Functions

##### Language Ability and Interpersonal Communication

- Ability to assemble, copy, record and transcribe data and information, following a prescribed plan. Ability to compare, count, differentiate, measure and/or sort data and information.
- Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards, as well as the ability to follow specific instructions and respond to simple requests.
- Ability to utilize descriptive data and information, such as regulations, blueprints, time cards, equipment maintenance schedules and general operating manuals.
- Ability to communicate with Highway Department personnel, law enforcement personnel, paving crews and the general public.

##### Mathematical Ability

- Ability to add, subtract, multiply and divide.

**Judgment and Situational Reasoning Ability**

- Ability to use functional reasoning development in the performance of semi-routine functions involving standardized work with some choice of action.
- Ability to apply situational reasoning ability by exercising judgment, decisiveness and creativity in situations involving the evaluation of information against sensory or judgmental criteria.

**Physical Requirements**

- Ability to operate equipment and machinery requiring monitoring multiple conditions and making multiple, complex and rapid adjustments. Ability to make minor repairs to equipment and machinery. Ability to operate road maintenance and repair heavy equipment and tools, two-way radio, lawn mowers, drills, cutting torches, rollers, trucks, hand tools, etc.
- Ability to exert moderately heavy physical stress in moderate to heavy work, including stooping, kneeling, crouching and crawling. Ability to handle, finger and feel. Ability to lift, carry, push and pull. Ability to climb and balance. Ability to sustain prolonged standing and visual concentration.
- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, heat and cold, forms, sounds, tastes, odors, textures etc. associated with objects, materials and ingredients.

**Environmental Adaptability**

- Ability, in regard to environmental factors such as temperature variations, odors, toxic agents, machinery, noise, vibrations, wetness, fumes and dust, to work under mildly unsafe conditions.

Sauk County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

.....  
Employee's Signature

.....  
Supervisor's Signature

.....  
Date

.....  
Date



ORDINANCE NO. 16 - 2012

**ESTABLISHING A FEE TO BE CHARGED BY THE CORONER  
FOR THE ISSUANCE OF CREMATION PERMITS  
SAUK COUNTY CODE § 30.09**

**WHEREAS**, Wis. Stat. § 59.36, authorizes the County Board of Supervisors to set the fees for all services rendered by the coroner and also provides that the set fees may not exceed an amount that is reasonably related to the actual and necessary cost of providing the service; and,

**WHEREAS**, the Sauk County Coroner's Office is responsible for issuing cremation permits, and issuance of a cremation permit requires additional efforts including viewing for cremation examination, photos, reports, and travel expenses of the deceased; and,

**WHEREAS**, the Sauk County Coroner's office processed two hundred seventy cremation permits in 2011 and all counties in Wisconsin charge a fee for this service except Sauk County; and,

**WHEREAS**, cremation fees in other counties range from fifty dollars to three hundred and twenty-five dollars, and the Coroner recommends that Sauk County establish a cremation permit fee of one hundred twenty-five dollars to adequately compensate for the additional costs incurred by the County to issue a cremation permit; and,

**WHEREAS**, your undersigned Committee has carefully reviewed and considered this amendment to Chapter 30 and believes that adoption of this amendment 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 effective January 1, 2013, a fee of one hundred twenty-five dollars (\$125.00) shall be charged for the issuance of a cremation permit in Sauk County; and,

**BE IT FURTHER ORDAINED**, that Sauk County code § 30.09 is hereby created to read as follows:

**30.09 County Coroner Fees.** Pursuant to Wis. Stat. § 59.36, the Sauk County Coroner is authorized to charge the following fee:

- (1) The County Coroner shall charge a fee of \$125.00 for services rendered in connection with issuing cremation certificates.
- (2) The fee listed in sub. (1) shall not be charged to individual persons residing in Sauk County.
- (3) Effective Date. This Ordinance shall take effect on January 1, 2013.

For consideration by the Sauk County Board of Supervisors on December '18, 2012.

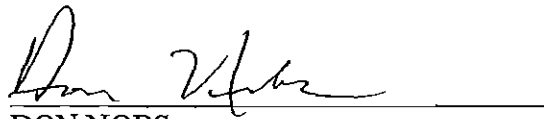
Respectfully submitted:

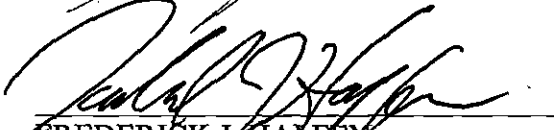
**LAW ENFORCEMENT & JUDICIARY**

  
DONALD STEVENS, Chair

  
PETER TOLLAKSEN

  
GEORGE F. JOHNSON

  
DON NOBS

  
FREDERICK I. HALFEN

**FISCAL NOTE:** The Coroner's Office would show projected revenue of \$33,750 for 2013 based on 270 cremation permits issued at \$125 per permit. *KPB*

**MIS IMPACT:** No direct impact.

*s:/ccounsel/Ordinances/Implementing Ordinances/Chapter 30/CremationPermitFee\_2012*

RESOLUTION NO. 108-12

**AUTHORIZATION TO CONTRACT WITH VENTURE ARCHITECTS FOR ENGINEERING SERVICES AND SCHEMATIC DESIGN SERVICES**

**WHEREAS**, Criterion Associates in July of 2012 completed its Staffing Study on the Sheriff's Department; and,

**WHEREAS**, as part of the Staffing Study it was recommended that an engineering study be done to determine if B Pod Control could be redesigned/remodeled so that only one staff versus two would be required to staff this locations; and,

**WHEREAS**, the Law Enforcement & Judiciary Committee directed staff to develop a Request for Proposals for Engineering and Schematic Design Services; and,

**WHEREAS**, the Request for Proposal that was issued was specifically divided into two parts with Part One requiring a detailed report be provided to the Committee addressing the Criterion recommendation regarding B Pod Control which would include the feasibility of such a redesign, short and long range affects and impacts and budget costs; and,

**WHEREAS**, staff along with the Law Enforcement and Judiciary Committee have reviewed the proposals received and recommends that it is in the best interest of Sauk County to proceed with the completion of Part One of the Request for Proposal by Venture Architects at a cost of \$12,000.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session that the Emergency Management Buildings & Safety Administrator is hereby directed and authorized to contract with Venture Architect to complete Part One of the Engineering and Schematic Design Services for the Law Enforcement Center at a cost of \$12,000.

For consideration by the Sauk County Board of Supervisors this 18<sup>th</sup> day of December 2012.

Respectfully submitted,

**SAUK COUNTY LAW ENFORCEMENT & JUDICIARY COMMITTEE**

\_\_\_\_\_  
Donald Stevens, Chair

\_\_\_\_\_  
Peter Tollaksen, Vice Chair

\_\_\_\_\_  
Frederick J. Halfen

\_\_\_\_\_  
George F. Johnson

\_\_\_\_\_  
Don Nobs

**Fiscal Note:** Request for Proposal was broken into two parts, Part one is the cost to review the findings from the Criterion Study to determining the feasibility of completing such work and the cost associated with such work regarding B Pod Control and Part two is the cost to complete a schematic design of how B Pod Control would be revised/remodeled. \$17,119 is included the Sheriff's Department 2013 budget to complete this work.

**Information System Note:** No Information System impact<sup>473</sup>

*JPB*

## LEC SCHEMATIC DESIGN BID

COMPANY  
NAME

BID

CRA ARCHITECTS, Tallahassee, FL Teamed with MEP Assoc., Verona , WI and Ericksen Roed & Assoc., Eau Claire, WI	PART I	\$	20,095.00
	PART II	\$	19,875.00
	TOTAL	\$	39,970.00

VENTURE ARCHITECTS, Milwaukee, WI	PART I	\$	12,000.00
	PART II	\$	8,000.00
	TOTAL	\$	20,000.00

ARNOLD & O'SHERIDAN, Milwaukee, WI	PART I	\$	14,800.00
	PART II	\$	23,800.00
	TOTAL	\$	38,600.00

KLEIN MC CARTHY, St. Louis Park, MN Teamed with MSA Professional Services, Baraboo, WI	PART I	\$	21,940.00
	PART II	\$	27,780.00
	TOTAL	\$	49,720.00

STROLLO ARCHITECTS INC, Orlando, FL Teamed with Just US Services Group, LLC, Lacrosse, WI	PART I	\$	9,963.00
	PART II	\$	7,000.00
	TOTAL	\$	16,963.00

RESOLUTION NO. 109-12

**ORDERING COUNTY CLERK TO ISSUE TAX DEEDS  
ON UNREDEEMED TAX CERTIFICATES**

**WHEREAS**, your Property and Insurance Committee has been informed by Elizabeth A. Geoghegan, Sauk County Treasurer, that real estate taxes for the year 2008 remain unpaid for certain properties; and

**WHEREAS**, your Committee is also informed that all of the statutory requirements concerning notification and the publication of notices for said properties with unpaid taxes for the year of 2008 have been completed; and

**WHEREAS**, pursuant to Wis. Stat. § 75.14(1), the County Board, by resolution, may order the County Clerk to execute to the County tax deeds for such properties; and

**WHEREAS**, such resolution is the next necessary step in the equitable enforcement and collection of real estate taxes.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Clerk of Sauk County is ordered to execute and issue a tax deed in favor of Sauk County upon all lands for which Sauk County owns and holds tax certificates remaining unredeemed for the year 2008.

PARCEL ID NO.	LEGAL DESCRIPTION	MORE PARTICULARLY DESCRIBED IN REGISTER OF DEEDS OFFICE AT V AND P OR R AND I OR DOC NO.	2008 TAXES OWED
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**TOWN OF SPRING GREEN**

032-1211- 10000	S 31-9-3 PRT SW NE = CSM #4409 LOT 1 5.53A (Formerly known as the George Rieder Jr. property)	753779\752446\410-634	\$1,485.70
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**TOWN OF WOODLAND**

044-0864- 00000	ALPINE ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 217 (Formerly known as the Manuel & Leticia Gonzalez property)	745349\744420\514-879	\$138.41
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Resolution No. 109 - 12, Authorizing Issuance of Tax Deeds  
Page 2 of 4

044-0865- 00000	ALPINE ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 218 (Formerly known as the Manuel & Leticia Gonzalez property)	745349\744420\514-879	\$138.41
044-0933- 00000	BLACK FOREST ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 152 (Formerly known as the Flexzan Acquisitions LLC property)	951122\947067\407-255	\$128.53
044-0952- 00000	BLACK FOREST ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 169 (Formerly known as the N Robert & Catherine Parda property)	199-215\370-207\364-599	\$160.16
044-1104- 00000	MATTERHORN ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 280 (Formerly known as the Edward C. Habel property)	782932\773836\490-576	\$134.44
044-1132- 00000	MATTERHORN ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 308 (Formerly known as the Carl T. & Jacqueline A. Geng property)	370-096	\$112.72
044-1135- 00000	NETHERLANDS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 502 (Formerly known as the Joshua & Michelle Ziegler property)	888242\190-710\180-884	\$71.00
044-1137- 00000	NETHERLANDS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 504 (Formerly known as the Nicolae I. Ciocan & Alina Vanca property)	988918\987974\453-693	\$8.06
044-1375- 00000	SIOUX TRAILS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 384 (Formerly known as the Flexzan Acquisitions LLC property)	951123\947067\145-221	\$112.72
044-1387- 00000	SIOUX TRAILS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 396 (Formerly known as the Penelope Beatrice Barbian property)	785760\152-164\387-545	\$62.38

Resolution No. 109- 12, Authorizing Issuance of Tax Deeds  
Page 3 of 4

044-1419- 00000	SUMMIT ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 425 (Formerly known as the Peggey Marquardt property)	918680\811073\183-264	\$672.26
044-1505- 00000	STAGHORN ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 59 (Formerly known as the Carol L. Miller property)	985591\934008\926833	\$132.47
044-1511- 00000	STAGHORN ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 65 (Formerly known as the Joe Neduzak property)	909734\821558\120-060	\$132.47

**VILLAGE OF LAKE DELTON**

146-1053- 70530	VILLAGE OF LAKE DELTON 1 <sup>ST</sup> ADD TO SPRING BROOK SHORES LOT 53 0.28A (Formerly Known as the Fidel Gonzalez property)	930171\716262\430-537	\$329.39
146-1552- 00000	VILLAGE OF LAKE DELTON GREAT WOLF LODGE CONDOMINIUM UNIT 3301 (Formerly known as the Jason H & Joanne M De Noble property)	883150\716581\716580	\$524.68

**VILLAGE OF ROCK SPRINGS**

176-0019- 00000	VILL OF ROCK SPRINGS ORIG PLAT LOTS 1 TO 5 INC BLK 5 (Formerly known as the Derek Long Property)	909321\419-373\144-376	\$1,223.23
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**CITY OF BARABOO**

206-0056- 10000	S 35-12-6 PRT NE NE = CSM #2736 LOT 2 0.18A (Formerly known as the Beverly J. Higgins property)	847266\176-665\172-163	\$1,674.96
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**CITY OF REEDSBURG**

276-1217- 00000	CITY OF REEDSBURG TITUS ADD W5.5' OF N115.5' LOT 2 & E 50.5' OF N115.5' LOT 3 BLK 4 (Formerly known as the Leo D. Schneider & Andrea S. March Property)	709434\118-800\335-719	\$9,986.43
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Resolution No. 109- 12, Authorizing Issuance of Tax Deeds  
Page 4 of 4

**AND, BE IT FURTHER RESOLVED**, that Sauk County will assume and pay the 2012 real estate taxes.

For consideration by the Sauk County Board of Supervisors on December 18, 2012.

Respectfully submitted,

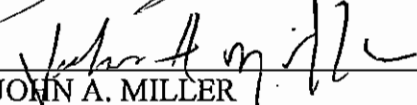
**SAUK COUNTY PROPERTY AND INSURANCE COMMITTEE:**


  
\_\_\_\_\_  
DAVID A. RIEK, Chairperson

  
\_\_\_\_\_  
VIRGIL HARTJE

  
\_\_\_\_\_  
SCOTT VON ASTEN

  
\_\_\_\_\_  
GEORGE F. JOHNSON

  
\_\_\_\_\_  
JOHN A. MILLER

**FISCAL NOTE:** From the Tax Certificates Held Account, taxes amounting to \$57,769.08 will be transferred to the Tax Deeds Held By County Account and interest and penalties amounting to \$28,192.23 will be transferred to the Treasurer's Interest on Taxes Account. 

**MIS NOTE:** No impact.



RESOLUTION NO. 110-12

**ADOPTING THE AGREEMENT FOR ENHANCED 9-1-1 SERVICE FOR SAUK COUNTY**

**WHEREAS**, Sauk County has provided for Enhanced 9-1-1 services since 1994; and,

**WHEREAS**, since implementing 9-1-1 services Sauk County has worked with AT&T to maintain the enhanced 9-1-1 network system and has had in place an agreement for Enhanced 9-1-1 Services; and,

**WHEREAS**, this agreement has not been updated since 2001; and,

**WHEREAS**, Sauk County Code Chapter 32 covers Emergency Telephone Services, and in accordance with Wis. Stat. § 256.35, Sauk County is allowed to levy a charge on wireline telephone lines a levy of up to \$0.40 per billable wireline to cover the costs associated with this agreement; and,

**WHEREAS**, the cost for Enhanced 9-1-1 services based on the 2001 agreement was \$0.29 per billable line; and,

**WHEREAS**, with the updated agreement (Copy Attached) the cost per billable line will increase to \$0.73 per billable line due to cost increases since 2001 and the loss of billable wireline services to wireless services.

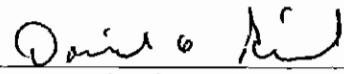
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session that the Emergency Management Buildings & Safety Administrator is hereby authorized to sign the Agreement with AT&T for Enhanced 9-1-1 Services; and,

**BE IT FURTHER RESOLVED**, that the levy per billable wireline assessed via charges to wireline customers from telephone service providers be increased to \$0.40 per billable wireline.

For consideration by the Sauk County Board of Supervisors on December 18<sup>th</sup>, 2012.

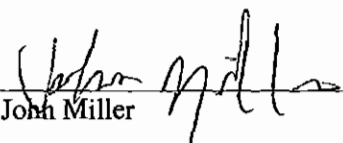
Respectfully submitted,

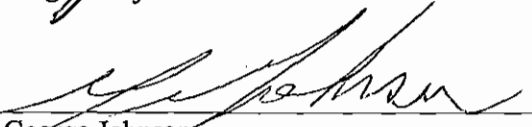
**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
Dave Rick, Chair

\_\_\_\_\_  
Scott Von Asten

  
Virgil Martje

  
John Miller

  
George Johnson

**Fiscal Note:** \$93,000 for the portion of the cost not funded through telephone provider charges to wirelines has been included in the Building Services 2013 Budget. *KPB*

**Information System Note:** No Information System Impact.

Sauk County Provides an Enhanced 9-1-1 System for Sauk County residents as well as Cell phone users traveling in Sauk County.

Wisconsin Statutes allow all Wisconsin Counties to charge up to \$0.40 per wireline per month to offset the cost to maintain the infrastructure (i.e., circuits, database, etc.) necessary to assure that the information such as name, address and phone number are properly delivered to the 9-1-1 Dispatch Center when someone dials 9-1-1. The fee assessed is based on the cost of maintaining the infrastructure (i.e., circuits, database, etc.) divided by the number of billable wirelines in the county. Presently there is not statutory authority for this to be assessed to wireless/cellular phone lines.

When the cost to maintain the infrastructure is greater than the \$0.40 per billable wireline per month, the County is responsible for paying the remainder of that cost. In Sauk County the new fee will be increasing to \$0.73 per billable wireline per month, thus with the increase of the wireline billing to \$0.40 Sauk County will be responsible for the remaining \$0.33 per billable wireline per month. \$93,000.00 has been budget to cover this cost in the 2013 budget.

There are discussions at the State level (A special 9-1-1 committee) that is looking at changing the way that these infrastructure costs are assessed. Generally speaking, the intent would be to allow that the infrastructure costs be assessed to all phone lines, wireline and wireless/cell, providing all counties in the State the ability to recoup the infrastructure cost through this uniform assessment on all phone lines and eliminating the need for Counties to levy tax dollars to assist with these costs.

**AGREEMENT FOR ENHANCED 9-1-1 SERVICE**  
**SAUK COUNTY**

AGREEMENT ("this Agreement"), made by and between WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN, f/k/a SBC WISCONSIN (hereinafter referred to as "AT&T"), CENTURYTEL OF THE MIDWEST- KENDALL, LLC; CENTURYTEL OF THE MIDWEST-WISCONSIN, LLC; MT VERNON TELEPHONE COMPANY d/b/a TDS TELECOM; FRONTIER NORTH, INC; MT HOREB TELEPHONE COMPANY; LAVALLE TELEPHONE COOPERATIVE; (hereinafter collectively referred to as "Participating Carriers"), and SAUK COUNTY, a municipal corporation existing under the laws of Wisconsin (hereinafter the "County").

**WITNESSETH:**

WHEREAS, the County, by ordinance, has determined to establish a county-wide emergency telephone system; and

WHEREAS, the County, by ordinance, has further determined to fund said system partially through a levy on the telephone bills of the users of said system as permitted by sec. 256.35(3), Stats.; and

WHEREAS, AT&T, with the cooperation and assistance of the Participating Carriers, is able to provide the essential components of such a system.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, AT&T, the Participating Carriers and the County hereby agree as follows:

**1. Provision of Emergency Network and Universal Number Service**

(a) AT&T agrees to install and maintain an enhanced (E 9-1-1) network system and to provide a universal central office number 9-1-1 for the use of the public emergency answering centers engaged in assisting local governments within the county in protecting the safety and property of the general public. Except as noted in Schedule A attached hereto and by this reference made a part hereof, the system will operate so that, when the number 9-1-1 is dialed, it will provide to all access lines served by central offices identified in Schedule B, the 9-1-1 system features described in Section 3 below.

(b) The network system will be furnished subject to the availability of appropriate facilities in AT&T's and the Participating Carriers' central offices and to the compatibility of the terminal equipment provided by the participating public agencies.

(c) The features offered under the E 9-1-1 system will be available 24 hours a day, 7 days per week.

(d) The system will be provided by AT&T with participation by the Participating Carriers and New Entrant Carriers as described in Section 7d.

(e) Provision of E 9-1-1 service by Participating Carriers is subject to the limitations, if any, listed in Schedule A of this agreement.

## **2. Application of Tariff**

AT&T's provision of the services contemplated herein will be governed by AT&T's tariff, P.S.C. of W. 20, Part 20, Section 8, Universal Emergency Number Service - 911 Via End User Funding (hereinafter referred to as "Tariff"), the applicable provisions of which, as amended and in effect from time to time, are hereby incorporated by reference. The inclusion of individual provisions of the Tariff in this agreement will not be construed as an exclusion of any other Tariff provision.

## **3. Network Features**

The following E 9-1-1 system features, as described by the Tariff, will be provided to the County:

- (a) Automatic Number Identification (ANI)
- (b) Automatic Location Identification (ALI)
- (c) Selective Routing (SR)

## **4. Grade of Service**

AT&T's and the Participating Carriers intent will be to provide at least the same level of service reliability and quality as the telephone service being provided in the exchanges where 9-1-1 is offered.

## **5. Network Configuration**

AT&T, the Participating Carriers, and the County agree that the exchange areas identified in Schedule B, attached hereto and by this reference made a part hereof, by their designated telephone number prefixes, as established by AT&T and the Participating Carriers, and as filed with the Public Service Commission of Wisconsin ("PSCW"), and the number of circuits associated with each exchange, will comprise the County E-9-1-1 system as of the date of execution of this Agreement. In some cases, multiple carriers may serve the same number prefixes and exchange areas. The County, acting through its 911 PSAP Coordinator, AT&T, and the Participating Carriers may agree on changes to this configuration at any time and such changes will be reflected in Schedule B and in the rates specified in Schedules C and D attached hereto and by this reference made a part hereof. Revised Schedules B, C, and D will be filed with the PSCW with the line count described in Section 7 of this Agreement.

## **6. Monitoring and Testing**

The rates charged for E 9-1-1 service do not contemplate and AT&T and the Participating Carriers will not undertake inspection or constant monitoring to discover errors, defects and malfunctions of the services. The County or participating public agencies shall have the responsibility of discovering all errors, defects and malfunctions, and assumes the duty of, and will make such tests, as, in the judgment of the County and/or the participating public agencies, are required to determine whether the system is functioning properly for its use. The County shall promptly notify AT&T in the event that the system is not functioning properly.

## **7. Service User Rates**

(a) The County may provide, by ordinance, that AT&T and the Participating Carriers bill the nonrecurring and recurring charges to service users within the County as provided in sec. 256.35(3), Stats. and in the manner described in AT&T's tariff P.S.C. of W. 20, Part 20, Section 8.

(b) In accordance with sec. 256.35(3), AT&T or the Participating Carriers may petition the PSCW to charge service users that are outside of the County. For purposes of determining the charges to be so billed, the rates provided in Schedule C, attached hereto and incorporated by reference, will control for the initial service period.

(c) AT&T and the Participating Carriers may review the access line counts annually and will provide the count in writing to the County. Subsequently, AT&T Wisconsin will also notify the County in writing of any adjustment to the user fee rate. Barring any prior written challenge to this re-calculated user fee rate, the rate will be incorporated into this Agreement going forward until subsequently modified by this or other provisions identified in this Agreement.

(d) Separate and distinct from the annual review outlined in subsection (c) above, the following provisions apply in an event where a local exchange carrier that is certified by the PSCW but is not already party to this Agreement ("New Entrant Carrier") begins providing local exchange service in the County:

(1) Such New Entrant Carrier may become a party to this Agreement by providing written notice to all Parties to this Agreement that it fully accepts all terms and conditions of this Agreement. The rates, costs and access line counts will be recalculated by AT&T ("NEC Recalculation") in accordance with the same methodology used to create the initial rates and access line counts and put into effect on the New Entrant Carrier Rate Date ("NEC Rate Date") as described below. In the event that a Party ceases to provide local exchange service in the County, AT&T will also include any resulting redistribution or reduction of access line counts or costs into account when performing the NEC Recalculation. Schedules B, C and D will be updated in accordance with the NEC Recalculation.

(2) There will be a maximum of two (2) NEC Rate Dates on January 1st and July 1st in each year. All New Entrant Carriers who begin or Participating Carriers who cease providing local exchange service in the county at least sixty (60) days prior to a NEC Rate Date will be included in the NEC Recalculation to be put into effect by that date. Any New Entrant Carriers who begin or Participating Carriers who cease providing local exchange service less than sixty (60) days prior to a NEC Rate Date or after a NEC Rate Date will not have its access lines included in the New Entrant Recalculation until the next NEC Rate Date. The NEC Carrier will be considered a Participating Carrier when the NEC Rate Date becomes effective.

(3) AT&T will provide the Parties with the new rates, costs and access line counts from the NEC Recalculation at least thirty (30) days prior to the NEC Rate Date. Unless a Party provides written notice to all Parties that it objects to the new rates, costs or access line counts, ("Objection Notice") within fifteen (15) days of receipt of the new rates, costs, or access line counts from the NEC Recalculation, the new rates and access line counts will be deemed accepted by all Parties and put into effect on the NEC Rate Date. All Objection Notices must be accompanied by a written explanation as to why the Party objects to the NEC Recalculation. A Party may not provide an Objection Notice that such Party objects to the addition of a New Entrant Carrier.

(4) The Parties will endeavor to resolve any Objection Notices prior to the NEC Rate Date. If the Parties resolve an Objection Notice after an NEC Rate Date, the new rates, costs, or access line counts will be put into effect in the next full calendar month after a resolution is reached. If the Parties cannot resolve an Objection Notice within sixty (60) days of the day that the Objection Notice was sent by a Party, any Party may petition the PSCW to resolve the issue.

## **8. County Charges.**

(a) The total nonrecurring and recurring rates associated with the system are shown on Schedule C attached hereto and by this reference made a part hereof.

(b) Due to the limitations imposed by Wis. Stats. 256.35(3)(b) condition 8, the County would be responsible for any charges in excess of the limitations imposed by Wis. Stats. 256.35(3)(b) condition 8.

## **9. Limitation of Liability**

(a) E 9-1-1 service is provided solely for the benefit of the County and the participating public agencies. The provision of 9-1-1 service by AT&T and the Participating Carriers will not be interpreted, construed or regarded either expressly or implied as being for the benefit of, or creating any obligation toward any third person or entity other than the County.

(b) AT&T and the Participating Carriers do not undertake to answer or forward 9-1-1 calls, but furnish the use of their facilities to enable the County and all participating public agencies and their personnel to respond to such calls when received by such personnel on the County's or participating public agencies' premises.

(c) The County will not be liable for any losses or damages arising out of errors, interruptions, defects, failures or malfunctions of the E 9-1-1 service prior to the information being received at the Public Safety Answering Point (PSAP). AT&T and the Participating Carriers will not be liable for any losses or damages arising out of errors, interruptions, defects, failures or malfunctions of the E 9-1-1 service after the information has been received at the Public Safety Answering Point. Nothing in this agreement will operate as a waiver of any limitation of liability of AT&T or the Participating Carriers as provided in sec. 256.35(7), Stats.

(d) AT&T's and the Participating Carrier's liability for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E 9-1-1 service, including any and all equipment and data processing systems associated therewith, will not exceed the greater of \$50.00 or an amount equal to the pro rata charges for the service during the period that the service was fully or partially inoperative and after AT&T and any Participating Carrier has been notified of such interruption, defect, failure or malfunction and has had a reasonable time for repair.

(e) Subject to the limitations as forth in Section 9 above; Each of the parties hereto agree to release, indemnify, defend and hold harmless, each other party, and its affiliates, its and their officers, directors, employees and suppliers from any and all loss, cost, claims, demands, suits or other action for (i) any personal injury to or death of any person or persons, (ii) any loss, damage or destruction of property, or (iii) any infringement or invasion of the right to privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, maintenance, removal, or presence, condition, occasion, or use, or failure to install, operate, maintain, remove, or by the presence, condition, occasion or use of E 9-1-1 service, its features and equipment associated therewith, or by any services or information furnished in association therewith to the extent that any such loss, cost, claim, demand, suit or other action will be grounded on the negligent or wrongful acts or omissions of any employee, agent or equipment of the releasing party.

#### **10. Term of Agreement and Initial Service Period**

(a) This Agreement will be effective for a period of three (3) years commencing on the initial service date and at the expiration of such three year term, will be automatically renewed on an annual basis until replaced by a successor agreement negotiated by the Parties. Unless otherwise agreed upon in writing between the County and AT&T Wisconsin (with notice to the Participating Carriers), the effective initial service date will be the next subsequent first of the month following the execution of this Agreement by the County. Notwithstanding the foregoing, neither AT&T nor the Participating Carriers will be liable in damages (special, consequential or otherwise) resulting from delays in the initial service date.

(b) In the event a Participating Carrier ceases to provide local exchange service in the county or seeks to withdraw from this Agreement for other reasons, such Participating Carrier shall provide sixty (60) days written notice to the remaining Participating Carriers and the County of its intent to withdraw. If the Participating Carrier seeks to withdraw from this Agreement for reasons other than cessation of its provision of local exchange service in the county, it shall also provide 60 days advance notice to the PSCW and comply with any conditions imposed by the PSCW on such withdrawal.

(c) In the event that the County or any participating public agency cancels service prior to installation, the County and any canceling public agency will be liable for payment of an amount equal to the cost of engineering, equipment orders, installation, assembly, labor, cost of removal and any other costs incurred up to the time of cancellation which have resulted due to this order for service; said payment not to exceed the total installation charges.

(d) Neither the County nor any participating public agency will be held liable for any costs relating to delays necessitated by securing the approval of this Agreement by the PSCW.

#### **11. Execution**

This Agreement may be executed in two or more counterparts each of which shall be considered an original, but one and the same instrument.

#### **12. Entire Agreement**

The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, including Schedules A, B and C, constitute the entire agreement by, between, and among the County, AT&T, and the Participating Carriers with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Except as otherwise set forth in this Agreement, this Agreement may only be modified in a writing signed by the Parties. Notwithstanding the foregoing, this Agreement is not intended to replace or supersede any E 9-1-1/9-1-1 compensation arrangements between the Participating Carriers, including but not limited to E 9-1-1/9-1-1 terms and conditions that may be part of an interconnection agreement or any applicable tariff.

IN WITNESS WHEREOF, the parties, by their duly authorized agents, have executed this Agreement as of the day and date set forth beneath the signatures of each but effective as of the date first set forth above.

#### **PARTICIPATING CARRIERS**

<b><u>SAUK COUNTY</u></b>  By _____  Attest _____  Date: _____	<b><u>WISCONSIN BELL, INC.</u></b> <b><u>d/b/a AT&amp;T WISCONSIN</u></b>  By _____  Attest _____  Date: _____
<b><u>CENTURYTEL OF THE MIDWEST- KENDALI, LLC</u></b>  By _____  Attest _____  Date: _____	<b><u>CENTURYTEL OF THE MIDWEST- WISCONSIN, LLC</u></b>  By _____  Attest _____  Date: _____
<b><u>FRONTIER NORTH, INC</u></b>  By _____  Attest _____  Date: _____	<b><u>MT. HOREB TELEPHONE</u></b>  By _____  Attest _____  Date: _____
<b><u>LAVELL TELEPHONE COOPERATIVE</u></b>  By _____  Attest _____  Date: _____	<b><u>MT. VERNON TELEPHONE COMPANY</u></b> <b><u>d/b/a TDS TELECOM</u></b>  By _____  Attest _____  Date: _____



**SAUK COUNTY  
E9-1-1**

**Schedule A**

Confidentiality of individual carrier line counts has been requested and thus line count.  
Schedule C reflects an aggregate billable

These schedules do not include the costs for the following companies who either refused to participate or failed to provide their costs in a reasonably timely manner:

Charter Fiber Link - 5,625 lines  
Merrimac Communications, LTD -745 lines  
Reedsburg Utility Commission -3,150 lines

Mt Horeb and Mt Veron Telephone are participating in the Sauk County contract  
due to end office network configurations involving diversity

**SAUK COUNTY  
E9-1-1**

**Schedule B**

**CARRIERS**

**CENTRAL  
OFFICE  
CIRCUITS**

carrier line counts has been requested and thus line count.

Module C reflects an aggregate billable

AT&T

0

CenturyTel of the Midwest-  
Wisconsin, LLC

0

CenturyTel of the Midwest-  
Kendall, LLC

3

Frontier North Inc

16

La Valle Telephone Coop

2

Mt Horeb and Mt Veron Telephone are participating in the Sauk County contract  
due to end office network configurations involving diversity

0

Mt Vernon Telephone

0

**SELECTIVE ROUTER**

AT&T - Madison

**EXCHANGES**

BARABOO  
FITCHBURG  
LA VALLE  
LIME RIDGE  
LODI  
LOGANVILLE  
LONE ROCK  
MADISON  
MERRIMAC  
NORTH FREEDOM  
PLAIN  
PORTAGE  
REEDSBURG  
SAUK CITY  
SPRING GREEN  
WISCONSIN DELLS  
WITWEN  
WONEWOC  
488

02/04/2012

**SAUK COUNTY  
E9-1-1**

**Schedule C**

	<u>BILLABLE ACCESS</u>		
	<u>LINES</u>	<u>NON RECURRING</u>	<u>RECURRING</u>
Confidentiality of individual carrier line counts has been requested and thus line count. Schedule C reflects an aggregate billable			
AT&T	0	Paid	\$5,491.65
CenturyTel of the Midwest- Wisconsin, LLC	162	Paid	\$16.20
CenturyTel of the Midwest- Kendall, LLC	6,244	Paid	\$1,692.10
Frontier North Inc	15,171	Paid	\$7,080.81
La Valle Telephone Coop	1,095	Paid	\$41.56
Mt Horeb and Mt Vernon Telephone are participating in the Sauk County contract due to end office network configura	0	Paid	\$1,156.32
Mt Vernon Telephone	0	Paid	\$1,113.18
<b>Total</b>	<b>22,672</b>		<b>\$16,591.82</b>

	<u>MONTHLY RATE</u>
INSTALL	\$0.000
MONTHLY	\$0.732
	<u>\$0.732</u>
Monthly Subscriber Rate (rounded)	<u><u>\$0.73</u></u>

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

**SAUK COUNTY  
E9-1-1**

Schedule D

490

carrier line counts has been request adule C reflects an aggregate billable	Circuits	Exchange	Billable	End Office to Control Office Facilities		Carrier Incidental		ALI/ANI/SR - Database Management		PSAP Circuits	
		Access	Access	Network Costs		Charges		AT&T		AT&T Wisconsin, Inc.	
		Lines <sup>1</sup>	Lines <sup>2</sup>	NRC	Monthly	NRC	Monthly	NRC	Monthly <sup>3</sup>	NRC	Monthly
AT&T	0	0	0	\$0.00	\$2,026.00	\$0.00	\$0.00	\$0.00	\$0.00		
CenturyTel of the Midwest- Wisconsin, LLC	0	819	162	\$0.00	\$0.00	\$0.00	\$16.20	\$0.00	\$94.50		
CenturyTel of the Midwest- Kendall, LLC	3	7,366	6,244	\$0.00	\$772.86	\$0.00	\$919.24	\$0.00	\$777.00		
Frontier North Inc	16	16,636	15,171	\$0.00	\$4,561.26	\$0.00	\$2,519.53	\$0.00	\$1,984.50		
Mt Horeb and Mt Veron Telephone are due to end office network configurations involving diversity	2	1,121	1,095	\$0.00	\$41.56	\$0.00	\$0.00	\$0.00	\$126.00		
Mt Horeb Telephone	0	0	0	\$0.00	\$1,156.32	\$0.00	\$0.00	\$0.00	\$0.00		
Mt Vernon Telephone	0	0	0	\$0.00	\$1,113.18	\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00	\$9,671.20	\$0.00	\$3,454.97	\$0.00	\$2,982.00		
PSAP(s)											
Sauk County	5									\$0.00	\$483.65
COUNTY TOTAL		26,142	22,672	\$0.00	\$9,671.20	\$0.00	\$3,454.97	\$0.00	\$2,982.00	\$0.00	\$483.65

490

- 1- Exchanges Access Lines are based upon the 911 database records that are routed to the county's PSAPs. The 911 database provides data at the NPA-NXX level but does not contain a logical End Office Identifier.  
 2 -Billable Access Lines represent the access lines that are billed the county surcharge by the telephone entities providing service within the county.  
 3 - Database charges based upon applicable AT&T tariffs

02/04/2012

RESOLUTION NO. ///-12

**AUTHORIZING CONTRACT WITH NCI-ROBERTS CONSTRUCTION INC. TO  
COMPLETE THE REMODELING OF THE WEST SQUARE ADMINISTRATION  
BUILDING**

**WHEREAS**, since operations first began in the West Square Administration building in 1995 several departments within the facility have made numerous operational changes resulting in some spaces becoming vacant, some spaces being crowded, and some spaces being underutilized; and,

**WHEREAS**, a space needs assessment was completed on the West Square Building by Venture Architects; and,

**WHEREAS**, a Schematic Design was completed on the West Square Building by MSA Professional Services; and,

**WHEREAS**, MSA Professional Services was contracted for Architectural and Engineering services to include the construction drawings, bidding, administration, state approval fees, permits, printing, mailing and contingency; and,

**WHEREAS**, MSA Professional Services completed all the necessary drawings and solicited bids to complete this remodel; and,

**WHEREAS**, MSA Professional Services has reviewed all bids and certifies that NCI-Roberts Construction Inc. has provided a valid bid for a total cost of \$444,120.00; and,

**WHEREAS**, MSA Professional Services has reviewed the bids with the Property & Insurance Committee and the Committee feels that it is in the best interest of Sauk County to accept the bid from NCI-Roberts Construction Inc.,

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session that the County Board Chair is hereby directed and authorized to contract with NCI-Roberts Construction Inc. at a cost of \$444,120.00 to complete the remodeling of the West Square Administration Building; and,

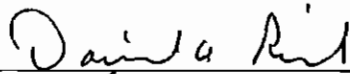
**BE IT FURTHER RESOLVED**, that the Emergency Management Buildings & Safety Administrator is designated to approve changes not exceeding \$10,000.00 as long as those changes do not exceed the budget established for this building project; and,

**BE IT FURTHER RESOLVED**, that the Sauk County Board of Supervisors hereby authorizes the Property & Insurance Committee to approve changes in excess of \$10,000.00 as long as those changes do not exceed the budget established for this building project.

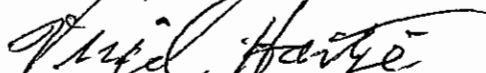
For consideration by the Sauk County Board of Supervisors on December 18<sup>th</sup>, 2012.

Respectfully submitted,

**SAUK COUNTY PROPERTY & INSURANCE COMMITTEE**

  
Dave Rick, Chair

  
Scott Von Asten

  
Virgil Hartje

John Miller

  
George Johnson

**Fiscal Note:** Adequate funds for this project are available as shown in the following table:

*YJB*

	County Portion	USDA	Workforce Development Board / MATC	Dept of Workforce Development	TOTAL ALL FUNDING SOURCES
<b>Funding</b>					
Use of General Fund Balance - West Square Remodel	411,800				411,800
Implement Energy Saving Measures (\$225,000 in the budget)	35,000				35,000
Reimbursement from Renters		*	35,390	38,476	73,866
* Premium for USDA specific remodel (Alt 1) built into rent over the next 10 years					
<b>TOTALS</b>	<b>446,800</b>		<b>35,390</b>	<b>38,476</b>	<b>520,666</b>
<b>Expense</b>					
Base Bid (Includes \$35,000 for digital controls)	354,979	8,183	20,524	29,564	413,250
Alternate 1 - USDA		30,870			30,870
Operating supplies (furniture, phones, card access parts)	15,850	1,000	11,000	3,500	31,350
Remaining A&E fees	11,172	4,746	3,866	5,412	25,196
<b>TOTALS</b>	<b>382,001</b>	<b>44,799</b>	<b>35,390</b>	<b>38,476</b>	<b>500,666</b>

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

## BID TALLY

SAUK COUNTY  
2013 WEST SQUARE BUILDING REMODEL  
BID DATE: DECEMBER 5, 2012  
PROJECT #01006001



CONTRACTOR	BASE BID	ALTERNATE NO. 1	TOTAL (BASE BID + ALT. NO. 1)	ADDENDA (Numbers 1-3)	BID BOND
NCI-Roberts Construction Inc	\$413,250	\$30,870	\$444,120	X	X
Advance Building Corporation	\$416,500	\$33,500	\$450,000	X	X
Joe Daniels Construction Co Inc	\$442,800	\$31,130	\$473,930	X	X
Vogel Bros Building Co	\$444,290	\$29,780	\$479,070	X	X



## MINUTES

Sauk County Board of Supervisors – Regular Meeting

Tuesday, January 15, 2013

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

---

**Call to order:** 6:00 P. M.

**Certify compliance with Open Meeting Law.**

**Roll call.** PRESENT: (27) Smoke, Kriegl, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Riek, Dawson, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzinger, Fordham and Krueger.  
ABSENT: (4) Meister, Lane ( both excused), Miller and Dettler.

A moment of silence in memory of Michael Weiss who served as a County Board Supervisor from April 1982 to April 1992.

**Invocation and pledge of allegiance.**

Supervisor Miller arrived and present in attendance.

MOTION (Carlson/Tollaksen) to adopt agenda. Motion **carried unanimously.**

MOTION (Alexander/Halfen) to approve minutes of previous session of December 18, 2012. Motion **carried unanimously.**

**Scheduled appearances:** None.

Supervisor Dettler arrived and present in attendance.

**Public Comment:**

1. William Waser, Re: Sauk County Health Care Center.

**Communication:** None.

**Bills & referrals:** None.

**Claims:** None.

**Appointments:**

**Conservation, Planning and Zoning:** (Citizen member- 3 Year Term expires 12/31/2015)  
Randy Puttkamer (Re-appointment)

**Health Care Center Board of Trustees:** (Citizen member -3 Year Term expires 01/01/2016)  
Mary Ellen Murray, RN, PhD (Re-appointment)

MOTION (Carlson/Lehman) to approve all appointments.



Supervisor Carlson requested the appointment of Mary Ellen Murray to the Health Care Center Board of Trustees be taken separately, endorsing his full support with her years of medical qualifications, knowledge and experience on this board. VOTE: AYE: (29) Smoke, Kriegl, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (2) Meister and Lane (excused). Motion carried unanimously.

MOTION (Polivka/Wenzel) to approve the appointment of Randy Puttkamer to the Conservation, Planning and Zoning Committee. Discussion in support of appointment with his knowledge in farming, conservation practices, FSA membership and previous service on this committee. VOTE: AYE: (29) Smoke, Kriegl, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (2) Meister and Lane (excused). Motion carried unanimously.

**Unfinished Business:** None.

**Reports: Informational, no action required:**

- Rebecca A. DeMars, 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 1-2013, Applicant: Dennis Frey; Property Owner: Dennis Frey;  
Project Location: Township of Troy; Current Zoning: Exclusive Agricultural; Proposed Zoning: Commercial.
  - Petition 2-2013, Applicant: Bill Wenzel; Property Owner: Tom Schabacker;  
Project Location: Township of Troy; Current Zoning: Exclusive Agricultural; Proposed Zoning: Agricultural.
  - Petition 3-2013, Applicant: Sauk County Conservation, Planning & Zoning;  
Project Location: Sauk County; Current Zoning: N/A; Proposed Zoning: Zoning Text Change, Floodplain Zoning Ordinance, Chapter 9.
  - Petition 4-2013, Applicant: Nick McCann; Property Owner: Don Labansky;  
Project Location: Township of LaValle; Current Zoning: Commercial Agricultural; Proposed Zoning: Recreational Commercial.

- Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.
- Marty Krueger, County Board Chair.
  - o Venture Architects Report/Jail Tour/B-Pod, Feb, 18 @ 3:00 P.M.
  - o February County Board meeting – Monday, Feb, 18 due to Spring Primary Election on Tuesday
  - o Fox-Wisconsin Heritage Parkway/Randy Prasse – Feb, 2013 board
  - o Intergovernmental Meeting – March 2013
  - o Mid-Term Assessment – April 2013 (two handouts on file)

Chair Krueger distributed a memorandum to the supervisors for the purpose of requesting a special meeting of the Board of Supervisors per § 59.11 (2) (a) to be held for the Mid-Term Assessment on April 30, 2012; (2/3 vote required)

- Kathryn Schauf, Administrative Coordinator
  - o Mid-Term Assessment
  - o Redstone Moratorium
  - o Budget Survey

**Consent Agenda.**

**HEALTH CARE CENTER BOARD OF TRUSTEES:**

**Resolution 1-2013 Commending Bette Moon For More than 9 Years of Faithful Service To The People Of Sauk County.**

MOTION (Carlson/Smoke) to approve consent agenda resolution. VOTE: AYE: (29) Kriegl, Smoke, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling,

Netzinger, Fordham and Krueger. NAY: (0) ABSENT: (2) Meister and Lane (excused). Motion **carried unanimously.**

Chair Krueger advised 27 signatures received approving to set the date for the special meeting of the Mid-Term Assessment on April 30, 2013. *(on file)*

**Resolutions & Ordinances.**

**EXECUTIVE AND LEGISLATIVE:**

**Resolution 2-2013 Authorizing the Purchase of a Replacement Core Network Switch.**

MOTION (Stevens/Wenzel). VOTE: AYE: (29) Smoke, Kriegl, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0). ABSENT: (2). Meister and Lane (excused). Motion **carried unanimously.**

**EXECUTIVE AND LEGISLATIVE & FINANCE:**

**Resolution 3-2013 In Support Of Preservation Of Tax Exempt Financing.**

MOTION (Wenzel/Stevens). VOTE: AYE: (29) Smoke, Kriegl, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0) ABSENT: (2) Meister and Lane (excused). Motion **carried unanimously.**

**EXECUTIVE AND LEGISLATIVE & HUMAN SERVICES BOARD:**

**Resolution 4-2013 Authorizing the Purchase of an Upgrade to the NetsMart/CMHC System In Human Services.** MOTION (Alexander/Fordham). VOTE: AYE: (29) Smoke, Kriegl, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0) ABSENT: (2) Meister and Lane (excused). Motion **carried unanimously.**

**Adjournment to a date certain:** 7:15 P.M., MOTION (Peper/Von Asten), to adjourn until Monday, February 18, 2013 at 6:00 P.M. Motion **carried unanimously.**

---

Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: February 18, 2013

***State Of Wisconsin, County of Sauk:*** I certify that the above is a true and correct copy of the January 15, 2013 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

*Original documents & CD recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286  
[www.co.sauk.wi.us](http://www.co.sauk.wi.us)*

s:/everyone/cty-bd\_min/2013/ctybdMINUTESJanuary 152013.doc.  
audio: CD on file in the County Clerk's Office AND <https://www.co.sauk.wi.us/countyboard>

Petition # 1-2013

### 2013 DEVELOPMENT APPLICATION

Sauk County Conservation, Planning and Zoning  
505 Broadway Street - Sauk County West Square Building  
Baraboo, Wisconsin 53913  
(608) 355-3245

**RECEIVED**

JAN 02 2013

**SAUK COUNTY CLERK  
BARABOO, WISCONSIN**

**Instructions:**

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

ZONING:

CURRENT

EA

PROPOSED

Commercial

NAME OF SUBDIVISION (if applicable)

N/A

PROJECT

LOCATION South side corner of Hwy 60 and Cty Rd B

TOWNSHIP Troy

PROPERTY

OWNER Daniel Frey

APPLICANT Dennis Frey

PHONE

NUMBER 608-643-0200

MAILING

ADDRESS E9688 Cty Rd B

Sauk City, WI 53583

SIGNATURE OF APPLICANT

Dennis Frey

DATE 12-19-12

Fee Paid

500.00 fd. CR # 5250

Receipt #

57294

(Credit Account # 10063-444240)

c:

Corporation Counsel's Office

Planning and Zoning Office

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

County Supervisor DJ 26

**TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)**

2

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
Subdivision / Plat Review / Development Plan / PUD \$300 plus \$20/lot	Yes	Preliminary Plat-6 copies Final Plat-11 copies Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement* Architectural Drawings** Other information in Chapter 22 County Code
Rezoning \$500	Yes	Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$500	No	No	**

# Aerial photos are available from the Office of Planning and Zoning.

\* Prior to the approval of any final plat or rezoning, the applicant must provide written statements from the utility providers which will serve the proposed development. The statements shall address the adequacy and location of all utility easements. The applicant shall also provide driveway access improvement approvals where applicable.

\*\* Other items which the staff may require.

**APPLICATION DEADLINE**

All applications must be in the Office of Planning and Zoning no later than 12:00 noon on the day of the 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 Planning, Zoning and Land Records Committee agenda until all such materials are submitted.

Meeting Date	Deadline to Department
January 22, 2013	December 21, 2012
February 26, 2013	January 21, 2013
March 26, 2013	February 25, 2013
April 23, 2013	March 25, 2013
May 28, 2013	April 22, 2013
June 25, 2013	May 27, 2013
July 23, 2013	June 24, 2013
August 27, 2013	July 22, 2013
September 24, 2013	August 26, 2013
October 22, 2013	September 23, 2013
November 26, 2013	October 21, 2013
December 19, 2013	November 25, 2013

**APPLICATION FEE**

Submit the appropriate application fee indicated above. Make checks payable to Conservation, Planning & Zoning.

**PROJECT FACTS**

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

Name of Subdivision (if applicable) N/A

Total Site Area (Acres) 3.5288 (Square Feet) 153,716

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	<u>EA</u>	<u>storage shed + Farm shop</u>
North	<u>EA</u>	<u>single residence + cottage Industry</u>
South	<u>EA</u>	<u>farm field</u>
East	<u>EA</u>	<u>farm field</u>
West	<u>EA</u>	<u>farm field</u>

**JUSTIFICATION STATEMENT**

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

1. General description of the request.

Rezone subject property and buildings from EA to Commercial.

2. Related background information on the project and site.

The subject property and buildings are currently owned by Daniel Frey. The property and buildings are currently being utilized for farm storage and shop. Due to farming hardship, Daniel is looking to sell the property and buildings. Dennis Frey (Daniel's brother) currently owns the residence directly across the road. Dennis also owns and operates the business Fair Valley Performance + Repair (FVP) at this residence. The business is currently being operated as a cottage Industry.

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

4

*Dennis & Jennifer Frey are looking to purchase the subject property and buildings to expand their current business (FVP). Our business has grown and the cottage Industry Limitations are not allowing us to grow any further. This rezone would allow us to purchase this property and building and grow our drive-in diesel repair business which would include Ag related equipment such as tractors, Grain & Manure trucks, etc. The town of Troy Plan Commission and Board unanimously approved this rezone request*  
SITE/PLOT PLAN *presented by Dennis & Jennifer Frey.*

Submit the following plan(s):

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

**SURVEY/PLAT**

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

**OTHER INFORMATION**

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

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

SAUK COUNTY PLANNING AND ZONING  
OWNER'S CONSENT FORM

5

Daniel Frey, the sole owner of record of the  
Owner's Name

property legally described as:

*Refer to attached Documents*

states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of  
Planning and Zoning submitted by Dennis Frey, on behalf  
Agent/Representative  
of Dennis Frey / Daniel Frey and expressly consents to the use of the  
Applicant/Owner's Name  
subject property for the purpose Rezone described in the  
Type of Request

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

By [Signature]  
Owner's Name

Frey rezone description:

A parcel of land located in the Northeast 1/4 Northeast 1/4 of the Section 24, Town 9 North, Range 5 East, Township of Troy, Sauk County, Wisconsin more particularly described as follows:

Commencing at the Northeast corner of said Section 24, thence South  $0^{\circ}12'17''$  West along the east line of said Northeast 1/4, 615.59 feet to the centerline of old State Highway "60"; thence continuing South  $0^{\circ}12'17''$  West along said line, 78.18 feet to a point on the Northerly right-of-way line and also on the tangent line of the centerline curve of the new (1993) alignment of State Highway 60; thence continuing South  $0^{\circ}12'17''$  West, 63.08 feet along said line to a point on the centerline of said curve; thence along said centerline on a non-tangent curve to the left having a radius of 1348.14 feet, a delta angle of  $13^{\circ}07'56''$ , a chord bearing South  $66^{\circ}17'11''$  West 308.32 feet, an arc distance of 309.00 feet to the centerline of County Highway "B" and the Point of Beginning;

thence North  $30^{\circ}14'02''$  West, 43.56 feet;

thence along said centerline on a curve to the left having a radius of 300.00 feet, a delta angle of  $44^{\circ}31'51''$ , a chord bearing North  $52^{\circ}29'57''$  West 227.34 feet, an arc distance of 233.16 feet;

thence North  $74^{\circ}45'53''$  West, 286.23 feet along said centerline;

thence South  $14^{\circ}34'31''$  West, 50.00 feet to the Southerly right-of-way line of said Highway;

thence South  $26^{\circ}50'53''$  East, 55.89 feet;

thence South  $12^{\circ}57'07''$  West, 304.60 feet;

thence South  $76^{\circ}18'10''$  East, 195.55 feet to the Easterly right-of-way line of said Highway "60";

thence South  $46^{\circ}25'09''$  East, 64.31 feet to the centerline of said Highway "60";

thence along said centerline on a non-tangent curve to the right having a radius of 1348.14 feet, a delta angle of  $16^{\circ}08'23''$ , a chord bearing North  $51^{\circ}39'02''$  East 378.50 feet, an arc distance of 379.76 feet and the Point of Beginning;

said description contains 153,716 square feet, or 3.5288 acres including the right-of-way of State Highway 60 and the right-of-way of County Highway "B", and 81,431 square feet, or 1.8694 acres excluding the rights-of-way of said highways, more or less.



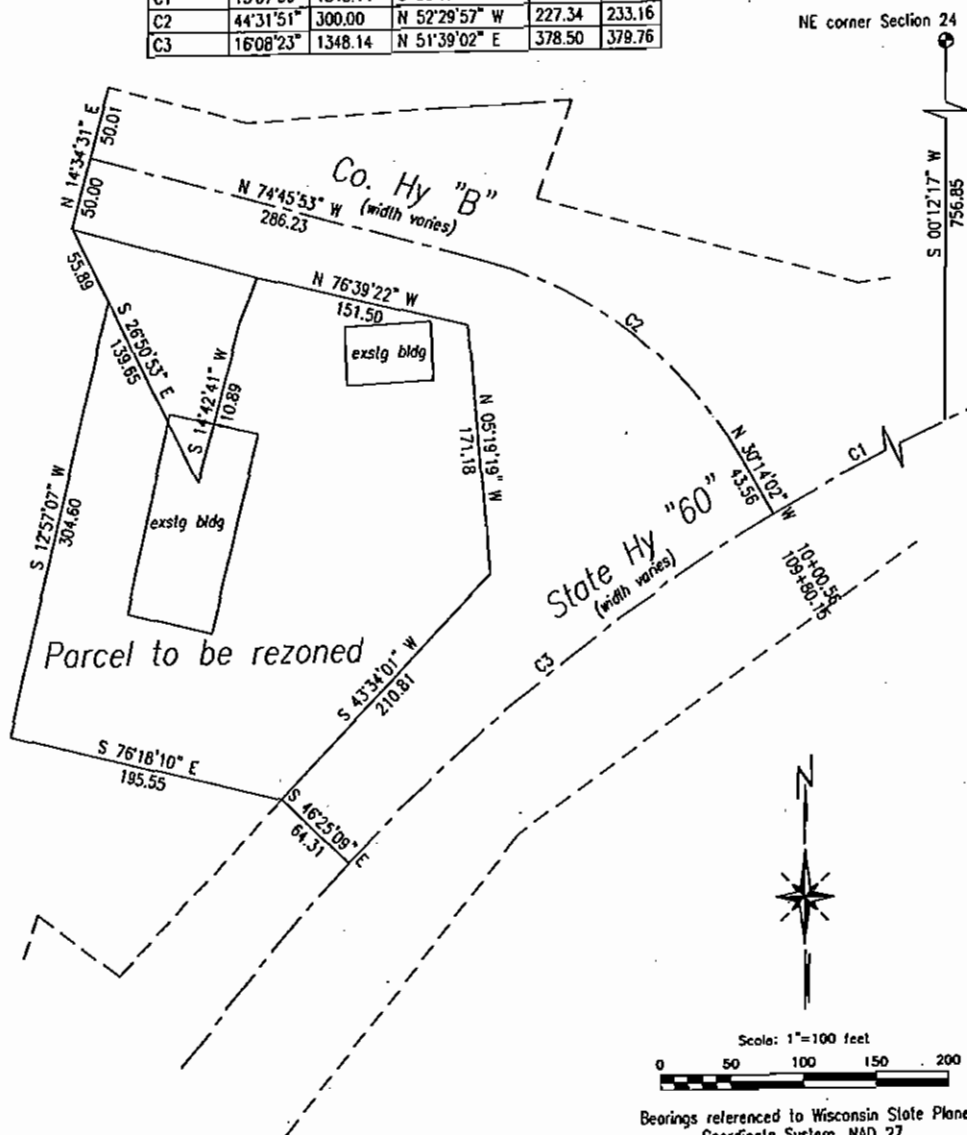
# REZONE DESCRIPTION

ORION LAND SURVEYORS, LLC  
290 5TH STREET  
PRAIRIE DU SAC, WI 53578  
(608) 643-8851

Located in the NE 1/4 of the NE 1/4, Section 24, T 9 N, R 5 E,  
Town of Tray, Sauk County, Wisconsin.

CURVE TABLE

NUMBER	DELTA <	RADIUS	CHORD BEARING	CHORD	ARC
C1	13°07'56"	1348.14	S 66°17'11" W	308.32	309.00
C2	44°31'51"	300.00	N 52°29'57" W	227.34	233.16
C3	16°08'23"	1348.14	N 51°39'02" E	378.50	378.76



Note:  
Bearings are taken from the WSDOT plat  
Project #5680-02-21 dated 8/31/93, revised  
5/11/98.  
The section data has been updated, but for  
this rezone application, the bearings and  
distances have been taken from the plat.

Date of submission: December, 2012

Prepared for:  
Dennis & Jennifer Frey  
790 Water Street  
Prairie du Sac, WI 53578

January 2, 2013

TO THE MEMBERS OF THE SAUK COUNTY CONSERVATION, PLANNING, AND ZONING COMMITTEE:

Judy Ashford, S6611 Bluff Road, Merrimac, WI 53561  
John Dietz, S4821 Golf Course Road, Reedsburg, WI 53559  
Frederick Halfen, S10051 Loyster Road, Prairie du Sac, WI 53578  
Gerald Lehman, S4263 Meyer Rd., Reedsburg, WI 53559  
Don Nobs, E9606 Bluebird Trail, Baraboo, WI 53913  
Dennis Polivka, E3681 County Road JJ, Spring Green, WI 53588

Hearing of Rezone Petition:


Petition #1-2013 Rezone. A petition to rezone land from an Exclusive Agricultural to a Commercial Zoning District. The proposed commercial rezone will allow for the expansion of a cottage industry to operate a diesel performance and repair business to include diesel component repair and drive-in repair for agricultural equipment and diesel pick-ups to class 8 trucks. Said rezone is located in the Town of Troy, Sauk County, Wisconsin

Please take note:

A hearing on the above Petition has been scheduled for TUESDAY, January 22, 2013 at 10:00 a.m. in the COUNTY BOARD ROOM.

A copy of the Notice of Hearing is enclosed.

Sincerely,

  
Brian Simmert, AICP  
Senior Planner

Copy (with enclosure) to:

~~Sauk County Clerk, Sauk County West Square Building~~  
Mary Zins, E9699 Fuchs Road, Sauk City, WI 53583  
(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)  
Dennis and Jenny Frey, E9688 County Road B, Sauk City, WI 53583  
(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)  
Daniel & Julie Frey, 8053 Ballweg Road, Dane, WI 53529  
(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)

AFFECTED AND ADJACENT PROPERTY OWNERS:

Hillman Schroeder	Marc & Marietta Reuter
Allen & Marie Vertein	Clement & Jean The 504
Karl Hauser Farms	Wis Dept. Transportation
K-D of Fair Valley LLC	

OFFICE OF  
SAUK COUNTY CONSERVATION, PLANNING AND ZONING

SAUK COUNTY WEST SQUARE BUILDING

505 BROADWAY

BARABOO, WI 53913

Telephone: (608) 355-3285

NOTICE

PLEASE TAKE NOTICE, that the Conservation, Planning, and Zoning Committee of the Sauk County Board of Supervisors will hold a public hearing on January 22, 2013, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 1-2013 Rezone. A petition to rezone certain lands in the Town of Troy, County of Sauk, Wisconsin, from an Exclusive Agricultural to a Commercial Zoning District. Lands are owned by Daniel and Julie Frey c/o Dennis Frey, agent.

Lands to be affected by the proposed rezone are located in Section 24, T9N, R5E, Town of Troy, Sauk County, Wisconsin and further described in Petition 1-2013. Said area to be rezoned contains 1.86 acres more or less.

- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

- II. A. The proposed commercial rezone will allow for the expansion of a cottage industry to operate a diesel performance and repair business to include diesel component repair and drive-in repair for agricultural equipment and diesel pick-ups to class 8 trucks.

- B. Any person desiring more information may contact the Sauk County Conservation, Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285).

Date: January 2, 2013

SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE

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

To be published January 10, 2013 and January 17, 2013

For office use only: Pet. No. 1-2013

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

2013

Petition # 2 - 2013

## 2012 DEVELOPMENT APPLICATION

Sauk County Conservation, Planning and Zoning  
505 Broadway Street - Sauk County West Square Building  
Baraboo, Wisconsin 53913  
(608) 355-3245

RECEIVED

JAN 02 2013

### Instructions:

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

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

### ZONING:

CURRENT EA PROPOSED Agricultural

NAME OF SUBDIVISION (if applicable) NA

PROJECT LOCATION Secs 8+17, 9-5

TOWNSHIP Troy

PROPERTY OWNER Tom Schabaker

APPLICANT B. J. Wenzel

PHONE NUMBER 235-8024

MAILING ADDRESS 290 5th St

Prairie du Sac, WI

SIGNATURE OF APPLICANT [Signature] DATE \_\_\_\_\_

Fee Paid 500.00 - CR# 5317

Receipt # 57293 (Credit Account # 10063-444240)

c: Corporation Counsel's Office  
Planning and Zoning Office  
County Clerk - For reporting at the next County Board of Supervisors meeting YN  
County Supervisor D12+28

TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)

2

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
Subdivision / Plat Review / Development Plan / PUD \$300 plus \$20/lot	Yes	Preliminary Plat-6 copies Final Plat-11 copies Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement* Architectural Drawings** Other information in Chapter 22 County Code
Rezoning \$500	Yes	Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$500	No	No	**

# Aerial photos are available from the Office of Planning and Zoning.

\* Prior to the approval of any final plat or rezoning, the applicant must provide written statements from the utility providers which will serve the proposed development. The statements shall address the adequacy and location of all utility easements. The applicant shall also provide driveway access improvement approvals where applicable.

\*\* Other items which the staff may require.

**APPLICATION DEADLINE**

All applications must be in the Office of Planning and Zoning no later than 12:00 noon on the day of the 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 Planning, Zoning and Land Records Committee agenda until all such materials are submitted.

Meeting Date	Deadline to Department
January 24, 2012	December 26, 2011
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March 27, 2012	February 27, 2012
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June 14, 2012	May 21, 2012
July 24, 2012	June 25, 2012
August 28, 2012	July 23, 2012
September 25, 2012	August 27, 2012
October 23, 2012	September 24, 2012
November 27, 2012	October 22, 2012
December 18, 2012	November 26, 2012

**APPLICATION FEE**

Submit the appropriate application fee indicated above. Make checks payable to Conservation, Planning & Zoning.

30-100

**PROJECT FACTS**

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

Name of Subdivision (if applicable) NA

Total Site Area (Acres) \_\_\_\_\_ (Square Feet) \_\_\_\_\_

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	<u>EA</u>	<u>Field</u>
North	<u>EA</u>	<u>Field</u>
South	<u>EA</u>	<u>Field</u>
East	<u>EA</u>	<u>Field</u>
West	<u>EA</u>	<u>School</u>

**JUSTIFICATION STATEMENT**

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

1. General description of the request.

Create 3 lot CSM + ~~sub~~

2. Related background information on the project and site.

RETONE + CSM approved by Troy Town  
Board, AREA IS IN TOWN COMPREHENSIVE  
Plan, CSM complies with that.

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

4

See (1)(2)

#### **SITE/PLOT PLAN**

Submit the following plan(s):

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

#### **SURVEY/PLAT**

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

#### **OTHER INFORMATION**

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

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



**SAUK COUNTY PLANNING AND ZONING  
OWNER'S CONSENT FORM**

5

Thomas Schabacker, the sole owner of record of the  
Owner's Name

property legally described as: See Attached Legal

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

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

subject property for the purpose Rezone described in the  
Type of Request

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

By Thomas Schabacker  
Owner's Name



Located in the SE 1/4 of the SE 1/4 of Section 8, and the NE 1/4 of the NE 1/4 of Section 17,  
Township 9 North, Range 5 East, Town of Troy, Sauk County, Wisconsin.



CURVE	DELTA <	RADIUS	CHORD BEARING	CHORD	ARC
C1	44°21'21"	302.73	S 68°46'46" W	228.55	234.36
C2	17°13'07"	335.73	S 56°43'53" W	100.51	100.89
C3	25°37'00"	335.73	S 78°08'56" W	148.86	150.10

● Iron stake found  
 ○ 3/4" x 24" iron rod set,  
 min. wt. = 1.5#/ft.  
 ( ) recorded as  
 Souk Co. Mon. found  
 --- ROW line  
 --- Easement line  
 --- Centerline  
 --- og setback line  
 34.00 easement distances



Bearings referenced to the Sauk County  
Coordinate System. Distances in U.S.  
Survey feet.

Prepared for:  
Thomas Schobacker  
E 7961 School Road  
Souk City, WI 53583

**William F. Wenzel, RPS**

Document number

Surveyor's Certificate

I, William F. Wenzel, Registered Professional Surveyor, hereby certify that I have surveyed, mapped, and divided the following described parcel of land:

A parcel of land in Southeast 1/4 of the Southeast 1/4, Section 8, and the Northeast 1/4 of the Northeast 1/4, Section 17, Town 9 North, Range 5 East, Town of Troy, Sauk County, Wisconsin, more particularly described as follows:

Beginning at the Southeast corner of said Section 8, thence North 89°02'34" West along the south line of said section 617.20 feet; thence North 28°14'18" West, 98.85 feet to a point in the centerline of School Road; thence along said centerline on a non-tangent curve to the right with a radius of 302.73, a chord bearing South 68°46'46" West 228.55 feet, for an arc distance of 234.36 feet to the south line of said section, thence along said south line North 89°02'34" West, 238.96 feet to the Northeast corner of Lot 2, Sauk County Certified Survey Map number 564; thence South 01°13'18" West, 470.58 feet along the East line of said Lot 2; thence South 88°59'30" East, 1128.53 feet to the East line of said Northeast 1/4 of the Northeast 1/4; thence North 00°17'47" West, 471.70 feet along said east line to the Point of Beginning; containing 12.3146 acres, more or less, and subject to all easements and rights of way of record.

That such survey was performed at the direction of the owners and that this map is in full compliance with Chapter 236.34 of the Wisconsin Statutes and the Subdivision Ordinances of Sauk County, and that this map is a true and correct representation of that survey to the best of my knowledge and belief.

\_\_\_\_\_  
William F. Wenzel, RPS.

\_\_\_\_\_  
Date

Owner's Approval

As owner, I hereby certify that I have caused the land described on this Certified Survey Map to be surveyed, divided, and mapped as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required by Wisconsin s. 236.10 or 236.12 to be submitted to Sauk County Planning and Zoning Committee for approval or objection.

\_\_\_\_\_  
Thomas C. Schabaker

\_\_\_\_\_  
Date

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the above named person, to me known to be the person who executed this instrument and acknowledged the same.

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

Town Board Acceptance and Approval

This Certified Survey Map is hereby approved by action of the Town Board of the Town of Troy on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Roger Mack, Town Chair

County Planning Agency Approval

This Certified Survey Map is hereby approved by the Sauk County Planning and Zoning Committee on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Brennt P. Michalek, Sauk County Zoning Administrator

OFFICE OF  
SAUK COUNTY CONSERVATION, PLANNING AND ZONING

SAUK COUNTY WEST SQUARE BUILDING

505 BROADWAY

BARABOO, WI 53913

Telephone: (608) 355-3285

## NOTICE

PLEASE TAKE NOTICE, that the Conservation, Planning, and Zoning Committee of the Sauk County Board of Supervisors will hold a public hearing on January 22, 2013, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 2-2013 Rezone. A petition to rezone certain lands in the Town of Troy, County of Sauk, Wisconsin, from an Exclusive Agricultural to an Agricultural Zoning District. Lands are owned by Thomas Sehabacker c/o Bill Wenzel, agent.

Lands to be affected by the proposed rezone are located in Section 8 and 17, T9N, R5E, Town of Troy, Sauk County, Wisconsin and further described in Petition 2-2013. Said area to be rezoned contains 12.31 acres more or less.

- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

- II. A. The proposed agricultural rezone will allow for the creation of three residential building lots.

- B. Any person desiring more information may contact the Sauk County Conservation, Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3245).

Date: January 2, 2013

SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE

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

To be published January 10, 2013 and January 17, 2013

For office use only: Pet. No. 2-2013

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

January 2, 2013

TO THE MEMBERS OF THE SAUK COUNTY CONSERVATION, PLANNING, AND ZONING COMMITTEE:

Judy Ashford, S6611 Bluff Road, Merrimac, WI 53561  
John Dietz, S4821 Golf Course Road, Reedsburg, WI 53559  
Frederick Halfen, S10051 Loyster Road, Prairie du Sac, WI 53578  
Gerald Lehman, S4263 Meyer Rd., Reedsburg, WI 53559  
Don Nobs, E9606 Bluebird Trail, Baraboo, WI 53913  
Dennis Polivka, E3681 County Road JJ, Spring Green, WI 53588

Hearing of Rezone Petition:

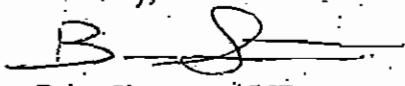
Petition #2-2013 Rezone. A petition to rezone land from an Exclusive Agricultural to an Agricultural Zoning District. The proposed agricultural rezone will allow for the creation of three residential building lots. Said rezone is located in the Town of Troy, Sauk County, Wisconsin

Please take note:

A hearing on the above Petition has been scheduled for TUESDAY, January 22, 2013 at 10:00 a.m. in the COUNTY BOARD ROOM.

A copy of the Notice of Hearing is enclosed.

Sincerely,

  
Brian Simmert, AICP  
Senior Planner

Copy (with enclosure) to:

~~Sauk County Clerk - Sauk County West Square Building~~  
Mary Zins, E9699 Fuchs Road, Sauk City, WI 53583  
(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)  
William Wenzel, 290 Fifth Street, Prairie du Sac, WI 53578  
(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)  
Thomas Schabacker, E7961 School Road, Sauk City, WI 53583  
(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)

AFFECTED AND ADJACENT PROPERTY OWNERS:

Eugene & Sandra Unger  
Reisinger Revoc Trust, Karen  
Jerry & Nancy Deischer & Francke  
Dale Fuchs

School District #3  
Roy Jon Schabacker  
Andrew Hameg & Rita Davis  
Kathleen Amyx

Petition # 3 - 2013

## 2013 DEVELOPMENT APPLICATION

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

JAN - 4 2013

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

### Instructions:

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

ZONING: N/A

*Floodplain Zoning and Ch. 9*

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

PROJECT

LOCATION Sauk County

TOWNSHIP \_\_\_\_\_

PROPERTY  
OWNER \_\_\_\_\_

APPLICANT Sauk County Planning & Zoning

PHONE

NUMBER 608-355-3234

MAILING

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

SIGNATURE OF APPLICANT *B. J.*

DATE 1-4-13

Fee Paid -0-

Receipt # -0- (Credit Account # 10063-444240)

c: Corporation Counsel's Office  
Planning and Zoning Office  
County Clerk - For reporting at the next County Board of Supervisors meeting Y/N  
County Supervisor 4 and 6

### PROJECT FACTS

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

Name of Subdivision (if applicable)		
Total Site Area (Acres)		(Square Feet)
	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area		
North		
South		
East		
West		

### JUSTIFICATION STATEMENT

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

1. General description of the request.

**Petition 3-2013. Addendum to Ordinance 4-2012.** A petition to consider an extension of a temporary moratorium of development in the special flood hazard area identified in the dam failure analysis of the Lake Redstone Dam to expire on November 30, 2013 or with the adoption of Sauk County's amended Floodplain Zoning Ordinance to include the 2012 FEMA maps and the Dam Breach Analysis, whichever comes first. Lands to be affected are located in the Towns of LaValle, Winfield and Reedsburg, County of Sauk, Wisconsin and are further described on a floodway map dated July 29, 2010 and titled, "Lake Redstone Breach Flood Zone."

2. Related background information on the project and site.

Pursuant to the authority contained in Wis. Stat. § 59.69 it is in the best interest of Sauk County to adopt a temporary moratorium on development in the area of the Dam Breach Analysis as identified under Petition 3-2013 and enumerated as follows:

**I. Floodplain map dated July 29, 2010, and titled "Lake Redstone Breach Flood Zone."**

**II. Flood profile dated July 2010 and titled "100-Year Flood Profile with the Lake Redstone Dam Failing."**

**III. Floodway data table dated July 2010 and titled "Table 10: Floodway Data Table – The Dam Failing During the 100-Year Storm"**

For purposes of this Moratorium request, "development" shall mean any new building construction, placement of manufacturing or modular structures and recreation vehicles, substantial improvements or substantial repairs to existing structures over 50% of current fair market value, filling, paving, mining, excavating, dredging, and similar activities; utilities, levee, dike, or dam construction, and any other activity that may change the course of surface waters, which have not received a permit prior to the date of the moratorium ordinance.

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

The Wisconsin DNR has indicated that it will accept a temporary extension to a moratorium and defer the adoption of the Dam Failure Analysis and associated zoning to allow FEMA maps to be finalized and be adopted as part of Sauk County's Floodplain Zoning Ordinance. At that time, the County can adopt the Dam Failure Analysis and associated zoning thereby bringing the County into compliance.

---

**SITE/PLOT PLAN**

Submit the following plan(s):

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

**SURVEY/PLAT**

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

**OTHER INFORMATION**

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

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

SAUK COUNTY PLANNING AND ZONING  
OWNER'S CONSENT FORM

5

\_\_\_\_\_  
N/A  
Owner's Name

the sole owner of record of the

property legally described as:

states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of

Planning and Zoning submitted by \_\_\_\_\_  
Brian Simmert  
Agent/Representative

of \_\_\_\_\_  
Conservation, Planning, and Zoning Department  
and expressly consents to the use of  
the

Applicant/Owner's Name

subject property for the purpose \_\_\_\_\_  
Zoning Text Change  
Type of Request

described in the

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

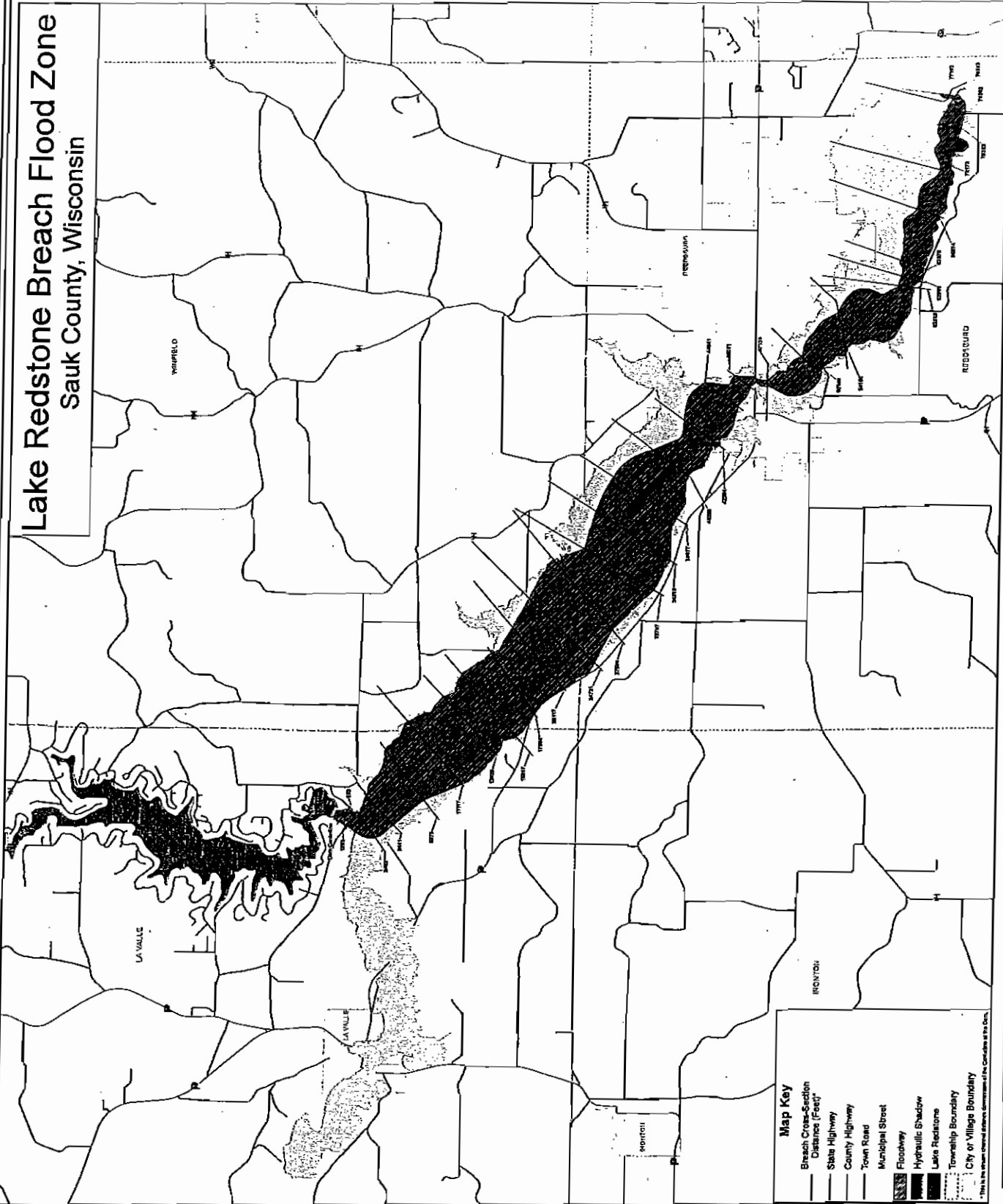
By

NA

\_\_\_\_\_  
Owner's Name



# Lake Redstone Breach Flood Zone Sauk County, Wisconsin



Dave Hulsch  
Sauk County Land Conservation Department  
Date: July 29, 2010  
Project: Lake Redstone  
Drawing: LAD 19-33 (2010)  
Control Number: 493

January 3, 2013

TO THE MEMBERS OF THE SAUK COUNTY CONSERVATION, PLANNING, AND ZONING COMMITTEE:

Judy Ashford, S6611 Bluff Road, Merrimac, WI 53561  
John Dietz, S4821 Golf Course Road, Reedsburg, WI 53959  
Frederick Halfen, S10051 Loyster Road, Prairie du Sac, WI 53578  
Gerald Lehman, S4263 Meyer Rd., Reedsburg, WI 53959  
Don Nobs, E9606 Bluebird Trail, Baraboo, WI 53913  
Dennis Polivka, E3681 County Road JJ, Spring Green, WI 53588

Hearing of Ordinance Petition:

**Petition #3-2013 Addendum to Ordinance 4-2012.** A petition to consider a temporary moratorium of development in the special flood hazard area identified in the dam failure analysis of the Lake Redstone Dam to expire on November 30, 2013 or with the adoption of Sauk County's amended Floodplain Zoning Ordinance to include the 2012 FEMA maps and the Dam Breach Analysis, whichever comes first. Lands to be affected are located in the Towns of LaValle, Winfield and Reedsburg, County of Sauk, Wisconsin and are further described on a floodway map dated July 29, 2010 and titled, "Lake Redstone Breach Flood Zone"

Please take note:

A hearing on the above Petition has been scheduled for TUESDAY, January 22, 2013 at 10:00 a.m. in the COUNTY BOARD ROOM.

A copy of the Notice of Hearing is enclosed.

Sincerely,



Brian Simmert, AICP  
Senior Planner

Copy (with enclosure) to:

Sauk County Clerk, Sauk County West Square Building ✓  
Jean Judd, Town of LaValle Clerk, PO Box 30, LaValle, WI 53941  
(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)  
Rebecca Meyer, Town of Reedsburg Clerk, S3886 Grote Hill Road, Reedsburg, WI 53959  
(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)  
Teresa Bass, Town of Winfield Clerk, E6274 Bass Road, Reedsburg, WI 53959  
(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)  
Anna Meister, City of Reedsburg Clerk, PO Box 490, Reedsburg, WI 53959  
(CERTIFIED MAIL - RETURN RECEIPT REQUESTED)  
Virgil Hartje, Sup. Dist 4, PO Box 389, La Valle, WI 53941

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 January 22, 2013 at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 3-2013 Addendum to Ordinance 4-2012. A petition to consider an extension of a temporary moratorium of development in the special flood hazard area identified in the dam failure analysis of the Lake Redstone Dam to expire on November 30, 2013 or with the adoption of Sauk County's amended Floodplain Zoning Ordinance to include the 2012 FEMA maps and the Dam Breach Analysis, whichever comes first. Lands to be affected are located in the Towns of LaValle, Winfield and Reedsburg, County of Sauk, Wisconsin and are further described on a floodway map dated July 29, 2010 and titled, "Lake Redstone Breach Flood Zone."
- 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. Pursuant to the authority contained in Wis. Stat. § 59.69 it is in the best interest of Sauk County to adopt a temporary moratorium on development in the area of the Dam Breach Analysis as identified under Petition 3-2013 and enumerated as follows:
  - i. Floodplain map dated July 29, 2010, and titled "Lake Redstone Breach Flood Zone."
  - ii. Flood profile dated July 2010 and titled "100-Year Flood Profile with the Lake Redstone Dam Failing."
  - iii. Floodway data table dated July 2010 and titled "Table 10: Floodway Data Table – The Dam Failing During the 100-Year Storm"
- B. The Wisconsin DNR has indicated that it will accept a temporary extension to a moratorium and defer the adoption of the Dam Failure Analysis and associated zoning to allow FEMA maps to be finalized and be adopted as part of Sauk County's Floodplain Zoning Ordinance. At that time, the County can adopt the Dam Failure Analysis and associated zoning thereby bringing the County into compliance.
- C. For purposes of this Moratorium request, "development" shall mean any new building construction, placement of manufacturing or modular structures and recreation vehicles, substantial improvements or substantial repairs to existing structures over 50% of current fair market value, filling, paving, mining, excavating, dredging, and similar activities; utilities, levee, dike, or dam construction, and any other activity that may change the course of surface waters, which have not received a permit prior to the date of the moratorium ordinance.
- D. Any person desiring more information or to request a copy of the floodway map dated July 29, 2010, and titled "Lake Redstone Breach Flood Zone" may contact the Sauk County Conservation, Planning, and Zoning Office, Brian Cunningham or Brentt Michalek at the Sauk County West Square Building (608/355-3245).

Date: January 3, 2013

SAUK COUNTY CONSERVATION, PLANNING, AND ZONING COMMITTEE

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

To be published January 10, 2013 and January 17, 2013

For office use only: Pet. No. 3-2013

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.

2013  
2012 DEVELOPMENT APPLICATION  
Sauk County Conservation, Planning and Zoning  
505 Broadway Street - Sauk County West Square Building  
Baraboo, Wisconsin 53913  
(608) 355-3245

Petition # 11-2013

RECEIVED

JAN - 9 2013

Instructions:

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

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

ZONING:

CURRENT

Commercial / Agricultural

PROPOSED

Res - Com

NAME OF SUBDIVISION (if applicable) NA

PROJECT

LOCATION NE 1/4 SW 1/4 Sec 26

TOWNSHIP

La Valle

PROPERTY

OWNER

Don Labawsky

APPLICANT

Nick McCann

PHONE

NUMBER

608-393-8380

MAILING

ADDRESS

108 Dossa Rain Dr

Reedsburg WI 53959

SIGNATURE OF APPLICANT

[Signature]

DATE

11-19-12

Fee Paid

500.00

Receipt #

57422

(Credit Account # 10063-444240)

c:

Corporation Counsel's Office

Planning and Zoning Office

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

County Supervisor 4

TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)

2

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
Subdivision / Plat Review / Development Plan / PUD \$300 plus \$20/lot	Yes	Preliminary Plat-6 copies Final Plat-11 copies Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement* Architectural Drawings** Other information in Chapter 22 County Code
Rezoning \$500	Yes	Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$500	No	No	**

# Aerial photos are available from the Office of Planning and Zoning.

\* Prior to the approval of any final plat or rezoning, the applicant must provide written statements from the utility providers which will serve the proposed development. The statements shall address the adequacy and location of all utility easements. The applicant shall also provide driveway access improvement approvals where applicable.

\*\* Other items which the staff may require.

**APPLICATION DEADLINE**

All applications must be in the Office of Planning and Zoning no later than 12:00 noon on the day of the 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 Planning, Zoning and Land Records Committee agenda until all such materials are submitted.

Meeting Date	Deadline to Department
January 24, 2012	December 26, 2011
February 28, 2012	January 23, 2012
March 27, 2012	February 27, 2012
April 24, 2012	March 26, 2012
May 22, 2012	April 23, 2012
June 14, 2012	May 21, 2012
July 24, 2012	June 25, 2012
August 28, 2012	July 23, 2012
September 25, 2012	August 27, 2012
October 23, 2012	September 24, 2012
November 27, 2012	October 22, 2012
December 18, 2012	November 26, 2012

**APPLICATION FEE**

Submit the appropriate application fee indicated above. Make checks payable to Conservation, Planning & Zoning.

**PROJECT FACTS**

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

Name of Subdivision (if applicable) \_\_\_\_\_

Total Site Area (Acres) \_\_\_\_\_ (Square Feet) \_\_\_\_\_

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	<u>Com/Az</u>	<u>Indoor Recreation</u>
North	<u>Com</u>	<u>Vacant Business</u>
South	<u>Az</u>	<u>Woods</u>
East	<u>Com</u>	<u>Landscape Business</u>
West	<u>Az</u>	<u>Woods</u>

**JUSTIFICATION STATEMENT**

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

1. General description of the request.

Family Entertainment Center, Arcade, Inflatables, Party rental  
Hope to add Mini Golf, Bating Cages Etc.

2. Related background information on the project and site.

Started renting Inflatables in July 2010  
Move to current Site on Hwy 33 in  
July opened in Aug Indoor fun Center

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

4

Meet with town Board Support  
Our request for rezone.

#### SITE/PLOT PLAN

Submit the following plan(s):

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

#### SURVEY/PLAT

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

#### OTHER INFORMATION

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

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



ck 9500, w Sauk County CP2

Jan 22, 2013

SAUK COUNTY PLANNING AND ZONING  
OWNER'S CONSENT FORM

5

Don Labarsky the sole owner of record of the  
Owner's Name

property legally described as:

CSM 5409 Lot 1

JAN 07 2013

states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of  
Planning and Zoning submitted by Nick McLann on behalf  
Agent/Representative  
of Nick McLann and expressly consents to the use of the  
Applicant/Owner's Name  
subject property for the purpose Rezone described in the  
Type of Request

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

By Don Labarsky  
Owner's Name

RESOLUTION No.   /   - 13

Commending **BETTE MOON** for 9 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**, **BETTE MOON** has faithfully served the people of Sauk County as a Housekeeper at the Sauk County Health Care Center for 9 years; and

**WHEREAS**, **BETTE MOON** retired from her position on January 1, 2013;

**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends **BETTE MOON** for 9 faithful years of service to the people of Sauk County;

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

For consideration by the Sauk County Board of Supervisors on January 15, 2013.

Respectfully submitted,

**SAUK COUNTY HEALTH CARE CENTER BOARD OF TRUSTEES**

\_\_\_\_\_  
Mary Ellen Murray, Chair

\_\_\_\_\_  
Henry Netzinger, Vice-Chair

\_\_\_\_\_  
Arthur Carlson

\_\_\_\_\_  
Joseph Fish

\_\_\_\_\_  
William Higgins

\_\_\_\_\_  
Terri Langer

\_\_\_\_\_  
Joan Smoke

No Fiscal Impact  
No Information System Impact

RESOLUTION NO. 2 -13

**Authorizing the Purchase of a Replacement Core Network Switch**

**WHEREAS**, the Management Information Systems Department currently operates and maintains a County-wide information network; and,

**WHEREAS**, this network provides connectivity for all computer resources and remote facility phone systems; and,

**WHEREAS**, the heart of this infrastructure is a Cisco 4507 switch, purchased in 2003; and,

**WHEREAS**, the componentry in this switch is outdated and compatible parts are difficult to obtain; and,

**WHEREAS**, the updated version of this switch supports higher network speeds and enhanced management protocols; and,

**WHEREAS**, the replacement of this switch will improve network redundancy and reliability; and,

**WHEREAS**, your Executive and Legislative Committee has reviewed this matter and found it in the best interest of Sauk County to accept the following bid, based upon State of Wisconsin Contract pricing (contract #15-20664-003):

Cisco 4507R+E Switch from Heartland Business Systems: \$33,365

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the above-described bid, for the total amount of \$33,365 be and hereby is accepted by the County of Sauk; and,

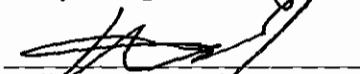
**BE IT FURTHER RESOLVED**, that the Sauk County Management Information Systems Coordinator is hereby delegated the authority to sign any contracts related to the purchase and installation of said equipment on behalf of Sauk County.

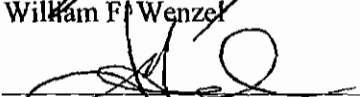
For consideration by the Sauk County Board of Supervisors on January 15, 2013

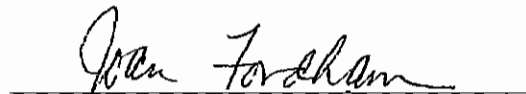
Respectfully submitted,


**Executive and Legislative Committee**

  
Marty Krueger, Chair

  
William F. Wenzel

  
Jason Lane

  
Joan Fordham

  
Donald Stevens

**Fiscal Note:** This project was anticipated in the 2012 MIS budget. Funds for the acquisition of this equipment will be expended from the Management Information Systems Capital Outlay Account from 2012 carry forward funds. Ongoing Annual Maintenance is estimated at \$1,111 and has been included in the 2013 MIS Budget.

Additional costs for installation and configuration of this system are anticipated to be less than \$2,500 and will be expended from the MIS Consultant and Contractual Account using 2012 carry forward funds. *AS*

**MIS Note:** Sauk County's network configuration has standardized on Cisco components. Utilization of components from other manufacturers may compromise network stability and reliability.

RESOLUTION NO. 3-2013

**RESOLUTION IN SUPPORT OF PRESERVATION OF TAX EXEMPT FINANCING**

**WHEREAS**, municipal bonds are the means by which state and local governments finance the critical infrastructure of our nation, including roads, bridges, hospitals, schools, and utility systems; and,

**WHEREAS**, under current law the owners of municipal bonds are not required to pay federal income tax on the interest income they receive from the bonds; and,

**WHEREAS**, this tax exemption is part of a more than century-long system of reciprocal immunity under which owners of federal bonds are, in turn, not required to pay state and local income tax on the interest they receive from federal bonds; and,

**WHEREAS**, this federal tax exemption provides a significant difference between public sector and private sector debt financing; and,

**WHEREAS**, municipalities benefit from this tax exemption through substantial savings on the interest cost of borrowed money; and,

**WHEREAS**, the benefit of lower capital costs attributable to tax exempt financing are passed on to property taxpayers through reduced rates, greater local investments, or both; and,

**WHEREAS**, from time to time Congress and the President have proposed legislation to tax, or alter the federal tax exemption of, interest on municipal bonds.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that Sauk County, Wisconsin, opposes any efforts by Congress and this, or any future, President to eliminate or limit the federal tax exemption on interest earned from municipal bonds; and,

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be sent to our Congressional delegation and key members of the Administration.

For Consideration by the Sauk County Board of Supervisors on January 15, 2013.

**SAUK COUNTY FINANCE COMMITTEE**

**SAUK COUNTY EXECUTIVE &  
LEGISLATIVE COMMITTEE**

\_\_\_\_\_  
Tommy Lee Bychinski, Chair

\_\_\_\_\_  
Martin F. Krueger, Chair

\_\_\_\_\_  
Joan Fordham

\_\_\_\_\_  
Joan Fordham

\_\_\_\_\_  
Jason Lane

\_\_\_\_\_  
Jason Lane

\_\_\_\_\_  
Andrea Lombard

\_\_\_\_\_  
Donald Stevens

\_\_\_\_\_  
William F. Wenzel

\_\_\_\_\_  
William F. Wenzel

**FISCAL NOTE:** Loss of tax exempt financing would either increase the cost to Sauk County taxpayers of any future major capital projects or force the decision to reduce the scale of those projects. *HPB*

**MIS NOTE:** No MIS impact.

RESOLUTION NO. 4-13

**Authorizing the Purchase of an Upgrade to the NetsMart / CMHC  
System in Human Services**

**WHEREAS**, Sauk County Human Services maintains and manages a clinical health system from NetsMart / CMHC; and,

**WHEREAS**, the current version of this system is outdated and does not support a certified Electronic Health Record (EHR); and,

**WHEREAS**, NetsMart is providing significant incentives to existing customers, for the purpose of migrating to the NetsMart / AVATAR product, a meaningful use certified EHR system; and,

**WHEREAS**, through these incentives, the cost to the County for the software is greatly reduced, with the bulk of the costs incurred being the migration and support services; and,

**WHEREAS**, staff from the Human Services Department, in consultation with MIS staff have evaluated other solutions and determined that this upgrade is the most economical and efficient solution; and,

**WHEREAS**, your Executive and Legislative Committee and Human Services Board have reviewed this matter and found it in the best interest of Sauk County to proceed with this upgrade based on the following quote:

Related implementation and migration services:	<u>\$ 109,640</u>
Total:	<u>\$ 109,640</u>

**WHEREAS**, Human Services included these costs in the approved 2012 budget,

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

**AND, BE IT FURTHER RESOLVED**, that the Sauk County Human Services Director is hereby delegated the authority to sign any contracts related to the purchase of said products and services on behalf of Sauk County.

For consideration by the Sauk County Board of Supervisors on January 15, 2013.

Respectfully submitted,

**Executive and Legislative Committee**

\_\_\_\_\_  
Marty Krueger, Chairperson

\_\_\_\_\_  
William F. Wenzel

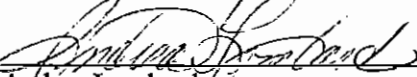
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Donald Stevens

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Joan Fordham

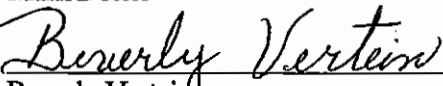
\_\_\_\_\_  
Jason Lane

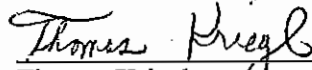
Human Services Board

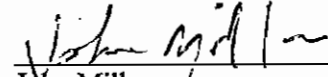
  
\_\_\_\_\_  
Scott Alexander, Chair

  
\_\_\_\_\_  
Andrea Lombard

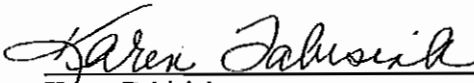
  
\_\_\_\_\_  
Ruth Dawson

\_\_\_\_\_  
Mark Detter  
  
\_\_\_\_\_  
Beverly Vertein

  
\_\_\_\_\_  
Thomas Kriegl

  
\_\_\_\_\_  
John Miller

  
\_\_\_\_\_  
James Bowers

  
\_\_\_\_\_  
Karen Fabisiak

**Fiscal Note:** The revised 2012 Human Services budget provides \$130,000 for the purchase and implementation of electronic health records from various funding sources within the Department's 2012 budget..

The implementation of an Electronic Health Record will qualify the Human Services Department to receive \$42,500 in meaningful use funding, with additional meaningful use funding available to the Department, once the EHR is implemented.

The Human Services Department is currently receiving a reduction in payment through Medicare for not having electronic prescribing.

Annual Support for this system is estimated to be \$97,784.

KPB

**MIS Note:** Due to the large number of users and the high level of system administration required, this system has traditionally been managed by the Human Services Department internally. MIS provides desktop hardware and network support for the system.



## MINUTES

Sauk County Board of Supervisors – Regular Meeting

Monday, February 18, 2013

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

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Call to order: 6:00 P. M.

Certify compliance with Open Meeting Law.

Roll call. PRESENT: (28) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, and Krueger. ABSENT: (3) Johnson, Bychinski and Fordham. (Excused).

Chair Krueger announced Vice-Chair Fordham would be arriving after her Southwest Family Care Alliance Board meeting in Richland Center.

Invocation and pledge of allegiance.

MOTION (Polivka/Lane) to adopt agenda with the deletion of the scheduled appearance of Randy Prasse, Volunteer for The Fox-Wisconsin Heritage Parkway. Motion carried unanimously.

MOTION (Meister/Smoke) to approve minutes of previous session of January 15, 2013. Motion carried unanimously.

Scheduled appearances: None.

Public Comment:

1. Alan & Shirley Albers, absent – request withdrawn
2. Kirsten Lombard, Re: Fox-Wisconsin Heritage Parkway
3. Laurel Massingill, Re: Fox-Wisconsin Heritage Parkway
4. Darcy Sheriff, Re: Fox-Wisconsin Heritage Parkway
5. Jim Sheriff, Re: Fox-Wisconsin Heritage Parkway
6. Bill Weitzel, Re: Fox-Wisconsin Heritage Parkway
7. Audrey Parker, Re: Fox-Wisconsin Heritage Parkway

Communication:

1. Thank you card from the Family of Butch Steinhorst for memorial of flowers.
2. Request from Supervisor Miller, to announce his efforts to raise \$ 2,000 for showers in homeless shelters in Baraboo. Please contact Supervisor Miller for further information.

Bills & referrals: None.

Claims: None.

Appointments:

2013 Sauk County Emergency Fire Warden Organization List:

MOTION (Lehman/Polivka) to approve appointments as submitted by the DNR. Discussion in support of and in opposition to the list. Chair Krueger requested Todd Liebman, Corporation Counsel to clarify



Wisconsin Statutes language as to the DNR and County's responsibility in this appointment process. Supervisor Hartje asked for a replacement for Corner Express in La Valle since the business is closed. Chair Krueger advised the County Clerk or Corporation Counsel will contact the DNR for assistance in this matter. VOTE: AYE: (24) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Dawson, Miller, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Alexander, Wenzel, Stehling, Netzing, and Krueger. NAY: (4) Riek, Von Asten, Halfen and Detter. ABSENT: (3) Johnson, Bychinski and Fordham. (Excused). Motion carried.

**Unfinished Business:** None.

**Reports:** Informational, no action required:

- Rebecca A. DeMars, 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): None.
- Todd Liebman, Corporation Counsel
  - Open Meeting Law (*handout on file*)
  - Walking Quorums
- Gary Jaeger, Venture Architects
  - Feasibility Study on reconfiguration of Pod B Study
- Marty Krueger, County Board Chair, Executive & Legislative Committee
- Marty Krueger, County Board Chair
  - WCA Southern District Regional Legislative Meeting – 3/11/13
  - County Directories
  - Date change for Mid Term Assessment (April 24 or 25 possible dates discussed)
  - Board Process/Mid Term Assessment
  - WCA Legislative Exchange
- Kathryn Schauf, Administrative Coordinator
  - WCA Legislative Exchange
  - Mid-Term Assessment: Strategic Issue
  - Budget Survey

8:00 P.M., Vice-Chair Fordham arrived during the Venture Architects report.

**Consent Agenda.**

**EXECUTIVE AND LEGISLATIVE:**

**Recommend To Change Date of Mid Term Assessment To April 24, 2013:**

**PUBLIC HEALTH BOARD:**

**Resolution 5 - 2013 Commending Linda Doherty For Over Twenty One Years Of Faithful**

**Service To The People Of Sauk County:** MOTION (Carlson/Smoke) to approve both consent agenda resolutions. VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (2) Johnson and Bychinski. (Excused). Motion carried unanimously.

**Resolutions & Ordinances.**

**CONSERVATION, PLANNING AND ZONING:**

**Resolution 6 – 2013 Authorizing The Purchase Of A Replacement Vehicle For Conservation,**

**Planning, And Zoning Department:** MOTION (Lehman/Nobs). VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (2) Johnson and Bychinski. (Excused). Motion carried unanimously.

**Ordinance 1 - 2013 Petition 1-2013. Approving The Rezoning Of Lands In The Town Of Troy From An Exclusive Agricultural To A Commercial Zoning District Filed Upon Dennis And Jennifer Frey, Agents For Daniel And Julie Frey, Property Owners:**

Supervisor Wenzel recused himself from discussion and voting on Ordinance 1-2013 and Ordinance 2-2013.

MOTION (Polivka/Ashford) in support of ordinance. MOTION (Ashford/Detter) to amend ordinance to reflect a new survey map eliminating a triangular area that was drawn on original survey map. VOTE ON MOTION TO AMEND: AYE: (28) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (3) Johnson, Bychinski and Wenzel. (Excused). Motion carried unanimously.

VOTE ON ORIGINAL MOTION WITH AMENDMENT: (Polivka/Ashford) VOTE: AYE: (28) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (3) Johnson, Bychinski and Wenzel. (Excused). Motion carried unanimously.

**Ordinance 2 - 2013 Petition 2-2013. Approving The Rezoning Of Lands In The Town Of Troy From An Exclusive Agricultural To An Agricultural Zoning District Filed Upon William**

**Wenzel, Agent For Thomas Schabacker, Property Owner:** MOTION (Halfen/Ashford). VOTE: AYE: (28) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Stehling, Netzing, Fordham and Krueger. NAY: (0) ABSENT: (3) Johnson, Bychinski and Wenzel. (Excused). Motion carried unanimously.

Supervisor Wenzel returned joining the meeting.

**Ordinance 3 - 2013 Adopting An Addendum To Ordinance No. 4-12: The Temporary Moratorium Of Development In The Special Flood Hazard Area Identified In The Dam**

**Failure Analysis Of The Lake Redstone Dam:** MOTION (Ashford/Halfen). Discussion in support of and in opposition to. Brentt Michalek, Conservation, Planning and Zoning Director, responded to questions regarding criteria requirements for FEMA funding eligibility, FEMA maps, the Dam Breach Analysis and the relationship between the FEMA Flood Plain Maps and the Dam Breach Analysis. Chair Krueger provided a brief synopsis of the history of this moratorium for the new board members. Further discussion continued.

MOTION (Nobs/Tollaksen) for the previous question (to end discussion). VOTE: AYE: (27) Smoke, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (2) Kriegl and Detter. ABSENT: (2) Johnson and Bychinski. (Excused). Motion carried.

VOTE ON ORIGINAL MOTION: (Ashford/Halfen). AYE: (21) Smoke, Kriegl, Meister, Hartje, Dietz, Held, Lane, Riek, Miller, Von Asten, Ashford, Nobs, Polivka, Carlson, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (8) Lehman, Fish, Tollaksen, Dawson, Lombard, Stevens, Peper and Detter. ABSENT: (2) Johnson and Bychinski. (Excused). Motion carried.

**FINANCE COMMITTEE:**

**Resolution 7 – 2013 Amending The 2013 Budget To Appropriate \$ 90,259 Pursuant To An Intergovernmental Agreement Between Sauk County, Wisconsin And The Ho-Chunk Nation:**

MOTION (Wenzel/Fordham). Chair Krueger, and Kathy Schauf, Administrative Coordinator, addressed questions regarding the process of identifying criteria in determining the distribution of these funds for specific services within departments, and the correlation with the budget process. VOTE: AYE: (28) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Halfen, Alexander, Detter, Wenzel, Stehling,

Netzinger, Fordham and Krueger. NAY: (1) Peper. ABSENT: (2) Johnson and Bychinski. (Excused). Motion carried.

#### **HIGHWAY & PARKS:**

##### **Resolution 8 – 2013 Authorization To Purchase A Pickup Truck For The Parks Department:**

MOTION (Hartje/Meister). VOTE: AYE: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Detter, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0) ABSENT: (2) Johnson and Bychinski. (Excused). Motion carried unanimously.

10:15 P.M., Supervisor Detter excused and left the meeting.

#### **LAW ENFORCEMENT AND JUDICIARY COMMITTEE:**

##### **Resolution 9–2013 Authorization To Purchase 2013 Detective Squad: MOTION (Stevens/Tollaksen).**

VOTE: AYE: (28) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0) ABSENT: (3) Johnson, Bychinski and Detter. (Excused). Motion carried unanimously.

##### **Resolution 10 – 2013 Authorization To Purchase Seven Police Specification Squad Cars:**

MOTION (Stevens/Nobs). VOTE: AYE: (28) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0) ABSENT: (3) Johnson, Bychinski and Detter. (Excused). Motion carried unanimously.

##### **Resolution 11 – 2013 Authorization To Contract With Stanley Convergent Security Solutions**

**To Complete Upgrades To The Original Commander System Equipment: MOTION (Tollaksen/Stevens).** VOTE: AYE: (28) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0) ABSENT: (3) Johnson, Bychinski and Detter. (Excused). Motion carried unanimously.

#### **PROPERTY & INSURANCE:**

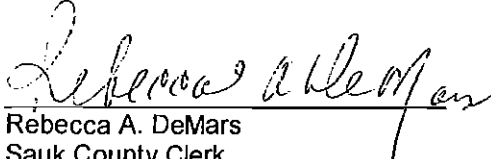
##### **Resolution 12 – 2013 Authorizing Issuance Of Quit Claim Deed To Certain Lands In The**

**Village Of Rock Springs To The Village Of Rock Springs: MOTION (Riek/Von Asten).** VOTE: AYE: (27) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Halfen, Alexander, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (1) Peper. ABSENT: (3) Johnson, Bychinski and Detter. (Excused). Motion carried.

##### **Resolution 13 – 2013 Rescinding So Much Of Resolution No.109 – 2012 Involving The Taking Of A Tax Deed On Parcel Number 146-1552-00000 In The Village Of Lake Delton**

**And More Particularly Described Below: MOTION: (Riek/Hartje)** VOTE: AYE: (28) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzinger, Fordham and Krueger. NAY: (0) ABSENT: (3) Johnson, Bychinski and Detter. (Excused). Motion carried unanimously.

Adjournment to a date certain: 10:40 P.M., MOTION (Lehman/Stehling), to adjourn until Tuesday, March 19, 2013 at 6:00 P.M. Motion carried unanimously.

  
Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: March 19, 2013

**State Of Wisconsin, County of Sauk:** I certify that the above is a true and correct copy of the February 18, 2013 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

*Original documents & CD recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286  
[www.co.sauk.wi.us](http://www.co.sauk.wi.us)*

s:/everyone/cty-bd\_min/2013/ctybdMINUTESFebruary182013.doc.

audio: CD on file in the County Clerk's Office AND <https://www.co.sauk.wi.us/countyboard>

To the Honorable County Board of Sauk County, Wisconsin:

In accord with section 26.12(3) and section 26.14(3) of the Wisconsin Statutes we recommend the following persons to act as authorized emergency fire wardens for the prevention and suppression of forest fires in this county for the year 2013 and ask your approval of this organization list.

EMERGENCY FIRE WARDENS.

Buck Snort Saloon  
E 9708 State Hwy 60  
Sauk City, WI 53583  
Phone Number: 608-643-6124

North Freedom Repair  
106 Freedom Street  
North Freedom, WI 53951  
Phone Number: 608-522-3636

River Valley Mobile  
E 4986 Hwy 14 & 60  
Spring Green, WI 53588  
Phone Number: 608-588-2561

Viking Express Shell  
1375 East Main  
Reedsburg, WI 53959  
Phone Number: 608-524-3777

Kindschi's Korner  
150 Main Street  
Loganville, WI 53943  
Phone Number: 608-727-2211

Rockin Stop  
103 West Broadway  
Rock Springs, WI 53961  
Phone Number: 608-522-5077

Corner Express  
112 East Main  
La Valle, WI 53941  
Phone Number: 608-985-7517

Bluff View Pantry  
S 7551 US Hwy 12  
North Freedom, WI 53951  
Phone Number: 608-643-2594

Reedsburg Police Dept.  
200 South Park  
Reedsburg, WI 53959  
Phone Number: 608-524-2376

Sprecher Tavern & Sporting  
E 7425 Cty Hwy C  
North Freedom, WI 53951  
Phone Number: 608-544-2054

Consumer's Coop Oil  
740 Phillips Blvd.  
Sauk City, WI 53583  
Phone Number: 608-643-3301

RECEIVED

JAN 23 2013

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

Loren's Repair  
S 9004 Leland Rd  
Loganville, WI 53943  
Phone Number: 608-546-2110

Dutch Hollow Lake Assoc.  
E 2670 Club House Drive  
La Valle, WI 53941  
Phone Number: 608-985-7294

Lime Ridge Ag Supply  
115 Minor Street  
Lime Ridge, WI 53942  
Phone Number: 608-986-2626

Town of Freedom Treasurer  
S 6566 Cty Hwy PF  
North Freedom, WI 53951  
Phone Number: 608-522-4890

Town of Troy Clerk  
E 9699 Fuchs Road  
Sauk City, WI 53583  
Phone Number: 608-544-3549

Ederer's Do it Best  
E 5663A Cty Hwy B  
Plain, WI 53577  
Phone Number: 608-546-3308

Baraboo Fire Department  
135 4th Street  
Baraboo, WI 53913  
Phone Number: 608-355-2710

Roxbury Town Clerk  
9203 County Road Y  
Sauk City, WI 53583  
Phone Number: 608-643-4762

Mirror Lake State Park  
E10320 Fern Dell Rd  
Baraboo, WI 53913  
Phone Number: 608-254-2333


Merrimac Post Office  
110 School Street  
Merrimac, WI 53561  
Phone Number: 608-493-2323

Dodgeville, Wisconsin

January 15, 2013

Department of Natural Resources

By

  
Area Forestry Leader

By

  
County Board Chairman

RESOLUTION # 5 - 13

COMMENDING LINDA DOHERTY FOR  
OVER TWENTY ONE YEARS OF FAITHFUL SERVICE  
TO THE PEOPLE OF SAUK COUNTY

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

WHEREAS, Linda Doherty has faithfully served the people of Sauk County in the County Public Health Department for more than Twenty one years and;

WHEREAS, Linda Doherty, Public Health Registered Nurse, will be retiring effective December 31, 2012;

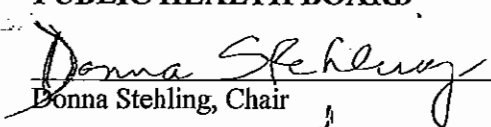
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends her for her many faithful years of service to the people of Sauk County;

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

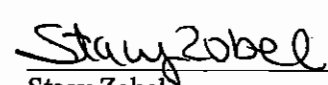
For consideration by the Sauk County Board of Supervisors on Monday, February 18, 2013.

Respectfully submitted,

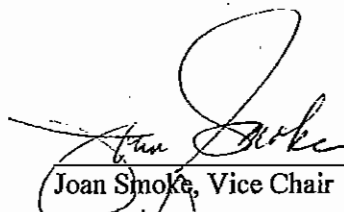
PUBLIC HEALTH BOARD

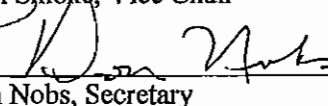
  
Donna Stehling, Chair

  
John Miller

  
Stacy Zobel

  
Dr. Amy DeLong

  
Joan Smoke, Vice Chair

  
Don Nobs, Secretary

Ken Carlson

Fiscal Note: No County Levy Impact *KPB*  
MIS Note: No Information System Impact

RESOLUTION NO. 6 - 13

**AUTHORIZING THE PURCHASE OF A REPLACEMENT VEHICLE  
FOR CONSERVATION, PLANNING, AND ZONING DEPARTMENT**

WHEREAS, the 2013 Sauk County Budget authorized the expenditure of up to \$22,000 for the purchase of a vehicle for use by the Conservation, Planning, and Zoning Department to replace one vehicle to be disposed of in 2013; and,

WHEREAS, notice was distributed to all Sauk County car dealers and a bid notice provided on the County's website for all dealers, requesting bids for a vehicle to meet the Department's needs; and

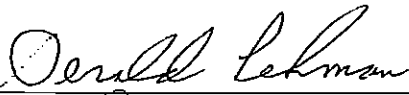
WHEREAS, the bid from Glacier Valley Ford was found to meet the requirements put forth in the bid solicitation notice and was selected by the Conservation, Planning, and Zoning Committee as the most advantageous bid for the vehicle required;

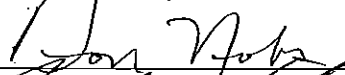
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the bid of Glacier Valley Ford for a 2013 F-150 and topper for \$21,948 hereby be accepted.

For consideration by the Sauk County Board of Supervisors on February 18, 2013.

Respectfully submitted,


**SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE**


  
GERALD LEHMAN, Chair

  
DON NOBS

  
FRED HALEEN

  
RANDY PUTTKAMER

  
JUDY ASHFORD

  
JOHN DIETZ

  
DENNIS POLIVKA

Fiscal Note: The 2013 adopted budget includes \$22,000 for the purchase of a vehicle in the Conservation, Planning, and Zoning Department Outlay Account. *YLB*

MIS Note: No impact.

Bid quotes received were as follows without trade:

Glacier Valley Ford, Baraboo, WI	\$21,948.00 includes Topper
Badger Truck Center, Milwaukee, WI	\$21,985.00 includes Topper
Palmen Auto Stores, Kenosha, WI	\$22,100.00 includes Topper
Don Larson, Baraboo, WI	\$24,658.00 includes Tire Rotation/Oil Change
Holz Motors, Hales Corners, WI	\$25,578.00 includes Topper
Whiteside Chevrolet, Saint Clairsville, OH	\$28,258.00 includes Topper/Rotation/Oil Change



ORDINANCE NO. 1-2013

PETITION 1-2013. APPROVING THE REZONING OF LANDS IN THE TOWN OF TROY  
FROM AN EXCLUSIVE AGRICULTURAL TO A COMMERCIAL ZONING DISTRICT FILED  
UPON DENNIS AND JENNIFER FREY, AGENTS FOR DANIEL AND JULIE FREY,  
PROPERTY OWNERS.

WHEREAS, a public hearing was held by the Conservation, Planning, and Zoning Committee upon petition 1-2013 as filed by Daniel and Julie Frey, property owners and Dennis & Jennifer Frey, agents for a change in the zoning of certain lands from an Exclusive Agricultural to a Commercial Zoning District; and

WHEREAS, the purpose of the request is to accommodate the expansion of a cottage industry to operate a diesel performance and repair business to include diesel component repair and drive-in repair for agricultural equipment and diesel pick-ups to class 8 trucks; and

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

WHEREAS, the Conservation, Planning, and Zoning Committee reviewed and discussed the request as described in petition 1-2013; and

WHEREAS, your Committee, based upon the facts of the request and public testimony heard at the public hearing on January 22, 2013, recommended to the Sauk County Board of Supervisors that the petition be approved; and

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more specifically described in petition 1-2013, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

For consideration by the Sauk County Board of Supervisors on February 18, 2013.

Respectfully submitted,

CONSERVATION, PLANNING, AND ZONING COMMITTEE

  
GERALD LEHMAN, CHAIR

  
JUDY ASHFORD

  
JOHN DIETZ

  
FREDERICK HALFEN

  
DON NOBS

  
DENNIS POLIVKA

Fiscal Note: No Impact  
MIS Note: No Impact

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

## NOTICE

PLEASE TAKE NOTICE, that the Conservation, Planning, and Zoning Committee of the Sauk County Board of Supervisors will hold a public hearing on January 22, 2013, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 1-2013 Rezone. A petition to rezone certain lands in the Town of Troy, County of Sauk, Wisconsin, from an Exclusive Agricultural to a Commercial Zoning District. Lands are owned by Daniel and Julie Frey c/o Dennis Frey, agent.

Lands to be affected by the proposed rezone are located in Section 24, T9N, R5E, Town of Troy, Sauk County, Wisconsin and further described in Petition 1-2013. Said area to be rezoned contains 1.86 acres more or less.

- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

- II. A. The proposed commercial rezone will allow for the expansion of a cottage industry to operate a diesel performance and repair business to include diesel component repair and drive-in repair for agricultural equipment and diesel pick-ups to class 8 trucks.

- B. Any person desiring more information may contact the Sauk County Conservation, Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285).

Date: January 2, 2013

SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE

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

To be published January 10, 2013 at  
For office use only: Pet. No. 1-2013  
If you have a disability and need help  
that a 48 hour notice is given. Please

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Mary Zins  
Town of Troy clerk  
E9694 Fuchs Rd  
Sauk City, WI 53583

544

2. Article Number

(from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*x Mary Zins*

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Mary Zins*

C. Date of Delivery

*1/3/13*

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

7011 2970 0000 5762 5095



**Staff Report**  
**Conservation, Planning, and Zoning Committee**  
**Daniel & Julie Frey, property owners and Dennis & Jennifer Frey, agents.**  
**Rezone Petition 1-2013**

*Hearing Date: January 22, 2013*

**Applicant:**

Daniel & Julie Frey, property owners  
Dennis & Jennifer Frey, agents

**Staff:**

Brian Simmert, CPZ  
355-4834  
[bsimmert@co.sauk.wi.us](mailto:bsimmert@co.sauk.wi.us)

**Current Zone:**

Exclusive Agricultural

**Proposed Zone:**

Commercial

**Comprehensive Plans:**

Town of Troy Comprehensive Plan

**Lot Size/Area to be Rezoned:**

1.86 acres

**Applicable Zoning Regulations:**

7.05 Agricultural Zoning District

**Notification:**

(by U.S. mail, except newspaper)  
Jan. 2, 2013: Newspaper  
Jan. 2, 2013: CPZ Committee  
Jan. 2, 2013: Town Clerk  
Jan. 2, 2013: Neighboring Landowners

**Town Board Approval:**

Yes, December 11, 2012

**Exhibits:**

- A. Map of area to be rezoned
- B. Town of Troy Future Land Uses Map
- C. Town of Troy Farmland Preservation Plan Map
- D. Survey Map

**Request**

Daniel & Julie Frey, hereafter referred to as 'property owners' and Dennis & Jennifer Frey, hereafter referred to as 'agents', and who are the business owners of Fair Valley Performance and Repair, are requesting a rezone from an Exclusive Agricultural to a Commercial zoning district. The purpose of the rezone request is to permit the addition of a commercial element to their existing and permitted cottage industry, which currently includes diesel component repair. The intended commercial element would include the offering of diesel drive-in repair services for agricultural equipment and trucks ranging from pick-ups to heavy duty (class 8) vehicles (i.e., dump, milk, grain trucks) and would initially employ two full time employees, not to exceed four, as expressed by the applicant.

**Legal Description of Area**

A parcel located in Section 24, T9N, R5E, Town of Troy. The area is also defined as part of parcel 036-0965-00000 and includes 1.86 acres more or less.

**Background**

The subject property consists of an existing 140 ft. x 65 ft. /9100 sq. ft. (approximate) metal building and a smaller metal storage shed served by a gravel parking area. The agents' home and current cottage industry is located directly north of the proposed area to be rezoned to commercial. Pending the outcome of the rezone, the agents intend to acquire the two buildings and approximately three (3) acres from the property owners and establish a separate lot to include the area zoned commercial by Certified Survey. The current cottage industry and location of the cottage industry will remain unchanged. See Exhibit A for the location of the aforementioned components mentioned in this background description.

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

Direction	Zoning	Land Use
Property	Exclusive Agricultural	Vacant Metal Buildings
North	Exclusive Agricultural	Agents' Home and Cottage Industry
South	Exclusive Agricultural	Farm Field
East	Exclusive Agricultural	Farm Field
West	Exclusive Agricultural	Farm Field

## Analysis

**Town of Troy Comprehensive Plan.** The proposed rezone to commercial initially appears to be inconsistent with the Town of Troy Comprehensive Plan, *'Future Land Uses Map,'* which recognizes this parcel for agricultural land uses under Exclusive Agricultural zoning or uses consistent with agricultural-related uses. See Exhibit B. According to the applicant, the proposed use intends to provide drive-in repair services for the non-agricultural community as well as the agricultural community including, but not being limited to, diesel tractor repair and repair services on trucks utilized for the transport of grain, milk and other agricultural commodities. As such, the proposed business intends to provide ancillary services that support the agricultural industry and in that regard could be considered, at least partly, an agricultural-related use and therefore be consistent with the intent to preserve agriculture conveyed by the Town's Comprehensive Plan.

**Draft Sauk County Zoning Ordinance.** The draft comprehensive rewrite of the *Sauk County Zoning Ordinance* suggests that this type of activity be permitted under the Exclusive Agricultural Zoning District as a conditional use provided standard conditions are met, which are similar to the conditions that Conservation, Planning, and Zoning Committee will utilize to consider this rezone request to Commercial. Since this ordinance is not in effect, the only option currently available to the agents is a rezone to Commercial. The agents may, at their own discretion, choose to rezone the land back to Exclusive Agricultural Zoning and apply for a conditional use permit once the new ordinance is adopted by the Sauk County Board of Supervisors.

**Sauk County Farmland Preservation Plan.** The rezone does not appear to be consistent with the Sauk County Farmland Preservation Plan and specifically, the *Town of Troy Farmland Preservation Plan Map* located within this document. See Exhibit C. The *Town of Troy Farmland Preservation Plan Map* identifies this property as an Agricultural Preservation Area. Sauk County will commence a planning process, beginning in January 2013, which will offer an opportunity to amend the aforementioned map to be consistent with both the commercial zoning, if approved, and the non-agricultural component of the business.

### Standards for Rezoning per 7.05B(5)

Standards for rezoning out of an Exclusive Agricultural Zoning District should be considered by the Committee as part of their decision and are as follows:

- (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable amount of time as determined by the Agency.
- (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide such facilities.
- (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- (d) Potential conflict with remaining agricultural lands and uses in the area.
- (e) Need for the proposed development in the location specified.
- (f) Availability of alternative locations.
- (g) Productivity of the agricultural lands that are involved or affected.
- (h) Whether the development as proposed is located to minimize the amount of agricultural land converted.

**Standards for Special Exception Permit per 7.09(4)(b)**

While the Conservation, Planning, and Zoning Committee does not consider Special Exception Permits, the standards utilized by the Sauk County Board of Adjustment may provide additional guidance to the Committee when considering the rezone. These standards are as follows:

1. Not cause unusual public service needs.
2. Not substantially impair or diminish the uses, values and enjoyment of other property in the surrounding area for purposes already permitted.
3. Provide safe access and adequate parking facilities.
4. Provide access for emergency vehicles.
5. Provide responsible surface water management.
6. Not cause air, water or noise pollution or adversely affect rare or irreplaceable natural areas.

**Committee Action Options**

Approve Petition 1-2013, based on the facts of the request presented at the public hearing, that the rezone was approved by the Troy Town Board, and that the proposed use will serve the agricultural community and is partly an agricultural-related use, and further that the proposed use provides an opportunity for local business growth. As part of this approval, it is suggested that the Town of Troy review their comprehensive plan to reflect community desires following the adoption of the new Sauk County Zoning Ordinance and further that the Town of Troy collaborate with Sauk County to update the *Town of Troy Farmland Preservation Plan Map* to reflect current zoning, land uses, and community desires, as part of the Farmland Preservation Plan planning process.

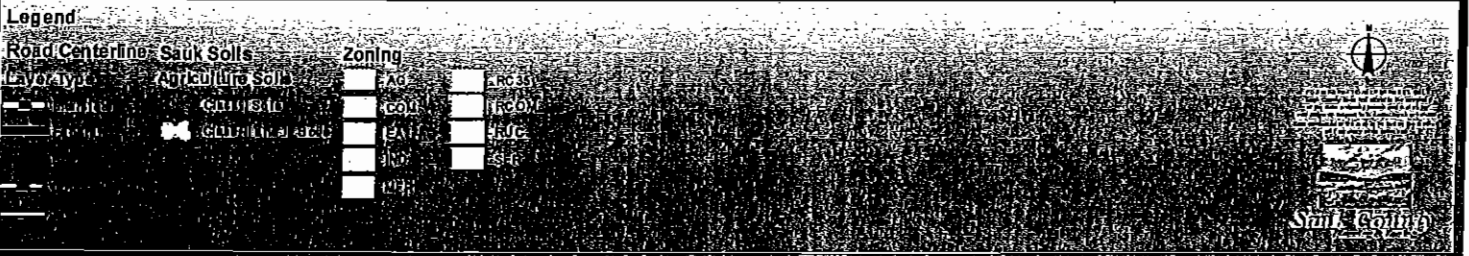
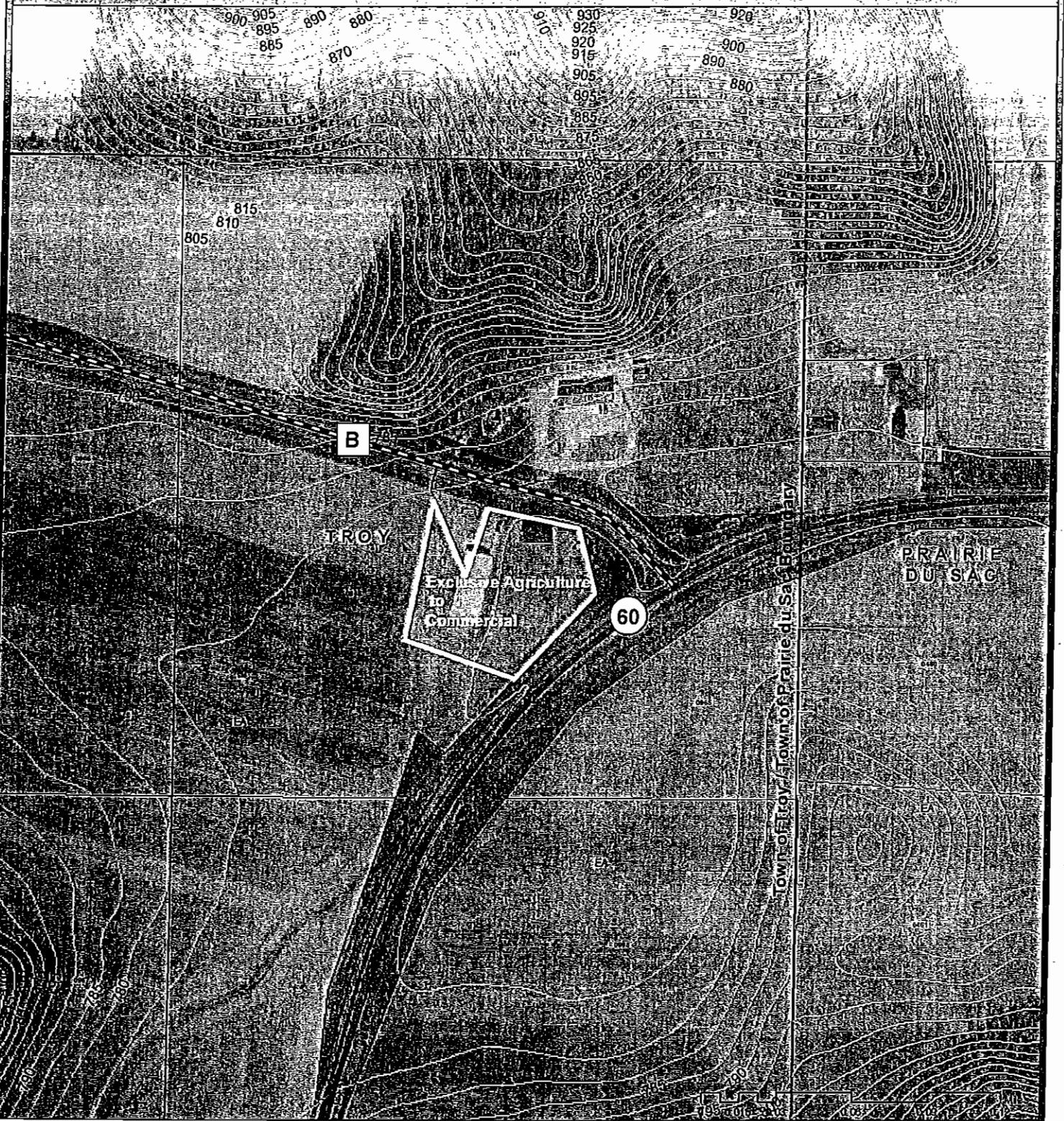
Disapprove Petition 1-2013, based on the facts of the request presented at the public hearing, inconsistency with the Town of Troy Comprehensive Plan and Sauk County Farmland Preservation Plan, and the standards for rezoning not being met.

Modify and Approve Petition 1-2013. Not recommended.

**Staff Recommendation**

Staff recommends approval of Petition 1-2013.

# FVP/Frey, Rezone Petition 1-2013





**Town of Troy  
Comprehensive Plan**

**Map  
6-3**

**Future Land Uses**

**Legend**

**Future Land Uses**

**Agriculture Preservation**

- Clustering utilizing density policy.

**Transition Zone**

- Infill of higher density non-conforming lots.

**Mixed Use / Rural Community**

- Development permitted utilizing clustering.

- Mixed-use permitted.

**High Density Zone 2**

- Higher density development permitted at 30 acre density.

**High Density Zone 1**

- Higher density development permitted at 2 acre density.

**Boundaries**

Town of Troy

Town Boundary

Parcel

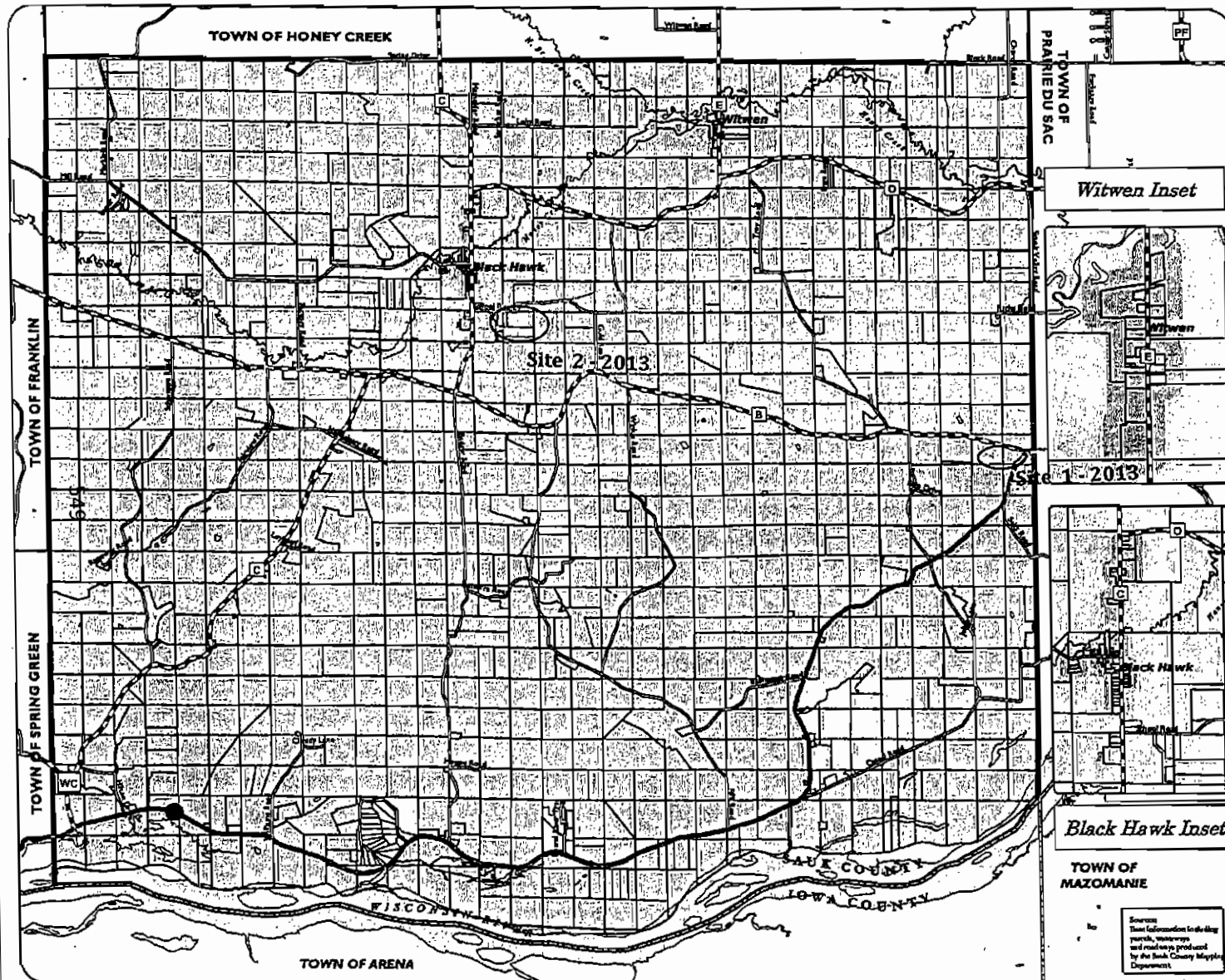
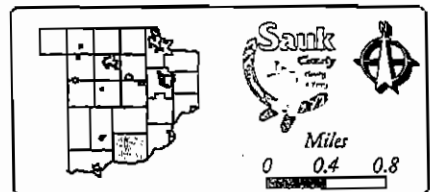
County Boundary

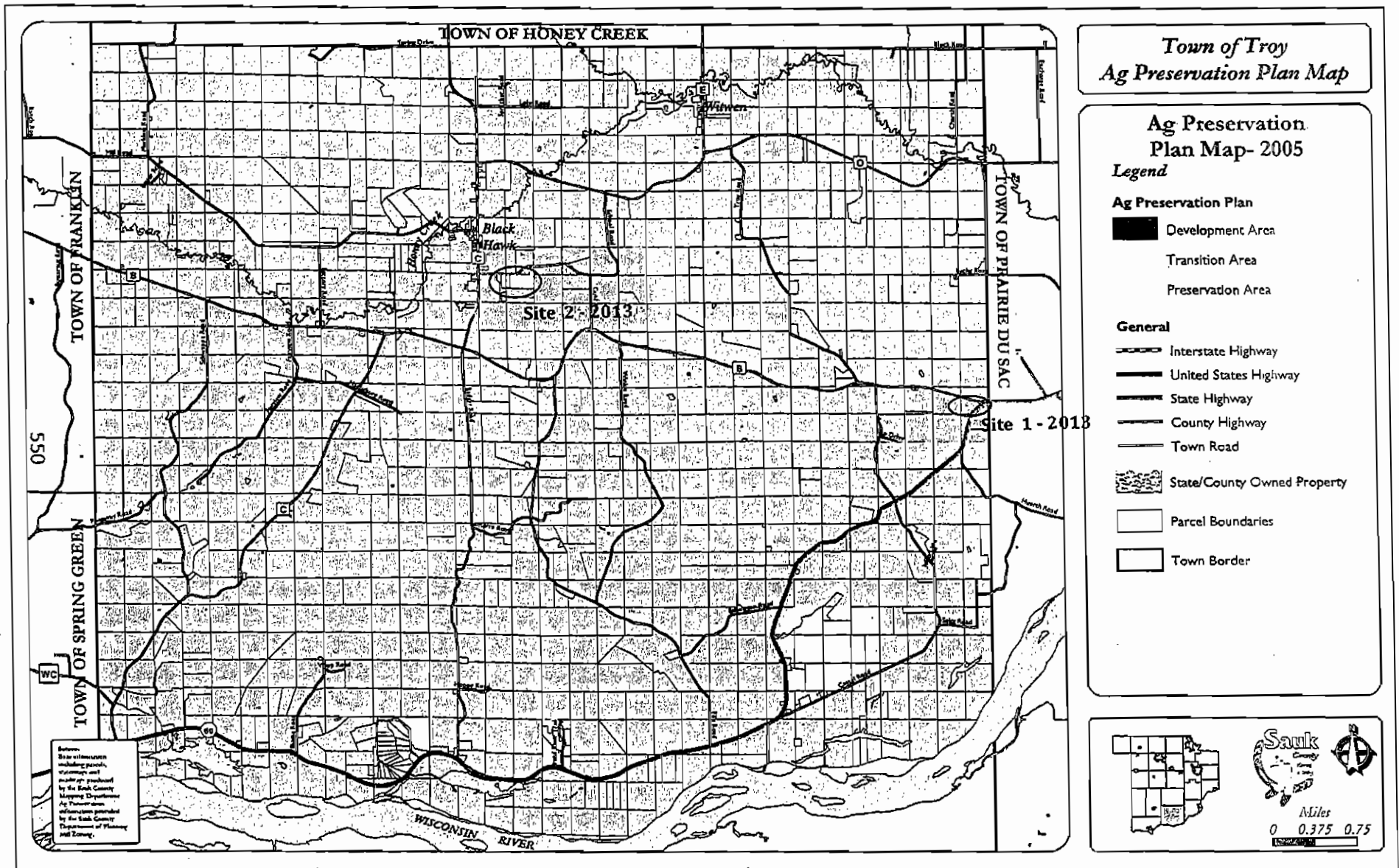
**Transportation**

State Highway

County Highway

Town Roads







E+D

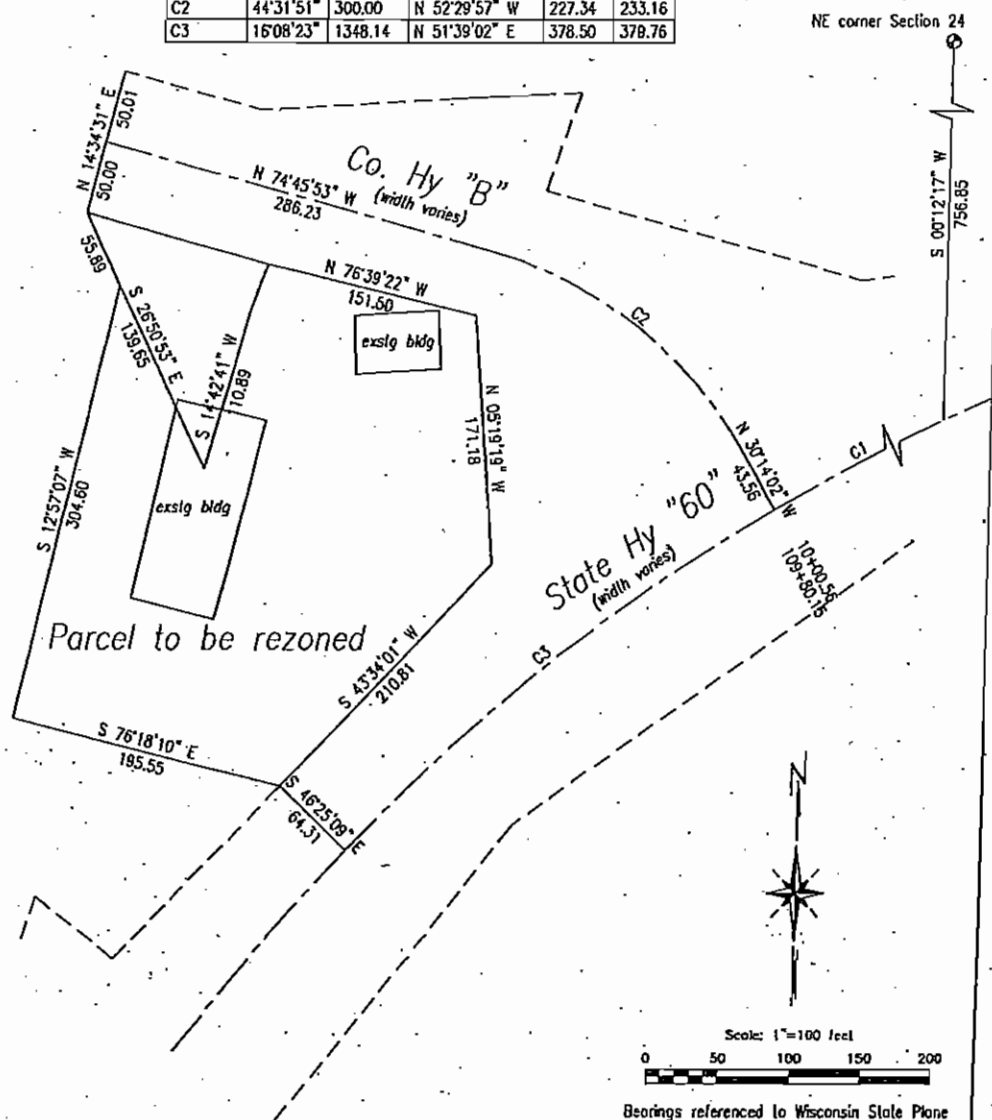
# REZONE DESCRIPTION

ORION LAND SURVEYORS, LLC  
290 5TH STREET  
PRAIRIE DU SAC, WI 53578  
(608) 643-8851

Located in the NE 1/4 of the NE 1/4, Section 24, T 9 N, R 5 E,  
Town of Troy, Sauk County, Wisconsin.

CURVE TABLE

NUMBER	DELTA <	RADIUS	CHORD BEARING	CHORD	ARC
C1	13°07'56"	1348.14	S 66°17'11" W	308.32	309.00
C2	44°31'51"	300.00	N 52°29'57" W	227.34	233.16
C3	16°08'23"	1348.14	N 51°39'02" E	378.50	379.76



Note:  
Bearings are taken from the WISDOT plot  
Project #5680-02-21 dated 8/31/93, revised  
5/11/98.  
The section data has been updated, but for  
this rezone application, the bearings and  
distances have been taken from the plot.

Date of submission: December, 2012

Prepared for:  
Dennis & Jennifer Frey  
790 Water Street  
Prairie du Sac, WI 53578

ORDINANCE NO. 2-2013

**PETITION 2-2013. APPROVING THE REZONING OF LANDS IN THE TOWN OF TROY FROM AN EXCLUSIVE AGRICULTURAL TO AN AGRICULTURAL ZONING DISTRICT FILED UPON WILLIAM WENZEL, AGENT FOR THOMAS SCHABACKER, PROPERTY OWNER.**

WHEREAS, a public hearing was held by the Conservation, Planning, and Zoning Committee upon petition 2-2013 as filed by Thomas Schabacker, property owner and William Wenzel, agent for a change in the zoning of certain lands from an Exclusive Agricultural to an Agricultural Zoning District; and

WHEREAS, the purpose of the request is to accommodate the creation of three residential building lots; and

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

WHEREAS, the Conservation, Planning, and Zoning Committee reviewed and discussed the request as described in petition 2-2013; and

WHEREAS, your Committee, based upon the facts of the request and public testimony heard at the public hearing on January 22, 2013, recommended to the Sauk County Board of Supervisors that the petition be approved; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more specifically described in petition 2-2013, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

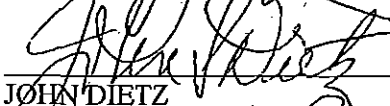
For consideration by the Sauk County Board of Supervisors on February 18, 2013.

Respectfully submitted,

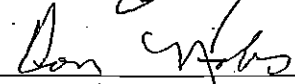
**CONSERVATION, PLANNING, AND ZONING COMMITTEE**

  
GERALD LEHMAN, CHAIR

  
JUDY ASHFORD

  
JOHN DIETZ

  
FREDERICK HALFEN

  
DON NOBS

  
DENNIS POLIVKA

Fiscal Note: No Impact

MIS Note: No Impact

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

## NOTICE

PLEASE TAKE NOTICE, that the Conservation, Planning, and Zoning Committee of the Sauk County Board of Supervisors will hold a public hearing on January 22, 2013, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

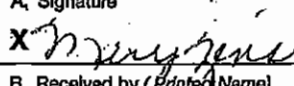
- I. A. Petition 2-2013 Rezone. A petition to rezone certain lands in the Town of Troy, County of Sauk, Wisconsin, from an Exclusive Agricultural to an Agricultural Zoning District. Lands are owned by Thomas Schabacker c/o Bill Wenzel, agent.
- Lands to be affected by the proposed rezone are located in Section 8 and 17, T9N, R5E, Town of Troy, Sauk County, Wisconsin and further described in Petition 2-2013. Said area to be rezoned contains 12.31 acres more or less.
- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.
- II. A. The proposed agricultural rezone will allow for the creation of three residential building lots.
- B. Any person desiring more information may contact the Sauk County Conservation, Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3245).

Date: January 2, 2013

SAUK COUNTY CONSERVATION, PLANNING AND ZONING COMMITTEE

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

To be published January 10, 2013  
For office use only: Pet. No. 2-2013  
If you have a disability and need  
that a 48 hour notice is given. Please

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input checked="" type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4. If Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature 	
1. Article Addressed to:  Mary Zins Town of Troy Clerk E9694 Fuhs Rd Sauk City, WI 53583		B. Received by (Printed Name) Mary Zins	C. Date of Delivery 1/3/13
2. Article Number (If from service label)		D. Is delivery address different from Item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
553		3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee)		<input type="checkbox"/> Yes	
7011 2970 0000 5762 5064			



## Staff Report

### Conservation, Planning, and Zoning

Thomas Schabacker, property owner. Rezone Petition 2-2013

Hearing Date: January 22, 2013

#### Applicant:

Thomas Schabacker, property owner  
William Wenzel, agent

#### Staff:

Brian Simmert, CPZ  
355-4834  
[bsimmert@co.sauk.wi.us](mailto:bsimmert@co.sauk.wi.us)

#### Current Zone:

Exclusive Agricultural

#### Proposed Zone:

Agricultural

#### Comprehensive Plans:

Town of Troy Comprehensive Plan

#### Lot Size/Area to be Rezoned:

12.31 acres

#### Applicable Zoning Regulations:

7.05 Agricultural Zoning District

#### Notification:

(by U.S. mail, except newspaper)  
Jan. 2, 2013: Newspaper  
Jan. 2, 2013: CPZ Committee  
Jan. 2, 2013: Town Clerk  
Jan. 2, 2013: Neighboring Landowners

#### Town Board Approval:

Yes, December 11, 2012

#### Exhibits:

- A. Map of area to be rezoned
- B. Town of Troy Future Land Uses Map
- C. Town of Troy Farmland Preservation Plan Map
- D. Proposed Certified Survey Map

#### Request

Thomas Schabacker, property owner and William Wenzel, agent are requesting a rezone from an Exclusive Agricultural to an Agricultural zoning district for the purpose of establishing three residential lots.

#### Legal Description of Area

A parcel located in Sections 8 and 17, T9N, R5E, Town of Troy. The area is also defined as parcel 036-0807-00000.

#### Background

The subject property consists of a farm field and woods. The property owner wishes to divide the property into three residential building lots with two lots consisting of 3 acres (+)(-) and a third lot consisting of 6 acres (+)(-). Following a rezone of the property, the owner intends to record a Certified Survey Map to divide the property and offer the lots for subsequent sale.

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

Direction	Zoning	Land Use
Property	Exclusive Agricultural	Farm Field/Woods
North	Exclusive Agricultural	Field/Woods/Single Family Home
South	Exclusive Agricultural	Woods/Single Family Home
East	Exclusive Agricultural	Woods
West	Exclusive Agricultural	Elementary School

#### Analysis

The proposed rezone appears to be consistent with the Town of Troy Comprehensive Plan *Future Land Uses Map*, which recognizes this parcel as a High Density Zone 1 Development Area (2-acre per dwelling unit density) See Exhibit B. Note: The color scheme in the map legend is incorrect. The proposed rezone also appears to be consistent with the Town of Troy Farmland Preservation Plan Map which depicts this area as a Transition Area from Agriculture to more intensive land uses. See Exhibit C.

**Standards for Rezoning per 7.05B(5)**

Standards for rezoning out of an Exclusive Agricultural Zoning District should be considered by the Committee as part of their decision and are as follows:

- (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable amount of time as determined by the Agency.
- (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide such facilities.
- (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- (d) Potential conflict with remaining agricultural lands and uses in the area.
- (e) Need for the proposed development in the location specified.
- (f) Availability of alternative locations.
- (g) Productivity of the agricultural lands that are involved or affected.
- (h) Whether the development as proposed is located to minimize the amount of agricultural land converted.

**Standards for Special Exception Permit per 7.09(4)(b)**

While the Conservation, Planning, and Zoning Committee does not consider Special Exception Permits, the standards utilized by the Sauk County Board of Adjustment may provide additional guidance to the Committee when considering the rezone. These standards are as follows:

- 1. Not cause unusual public service needs.
- 2. Not substantially impair or diminish the uses, values and enjoyment of other property in the surrounding area for purposes already permitted.
- 3. Provide safe access and adequate parking facilities.
- 4. Provide access for emergency vehicles.
- 5. Provide responsible surface water management.
- 6. Not cause air, water or noise pollution or adversely affect rare or irreplaceable natural areas.

**Committee Action Options**

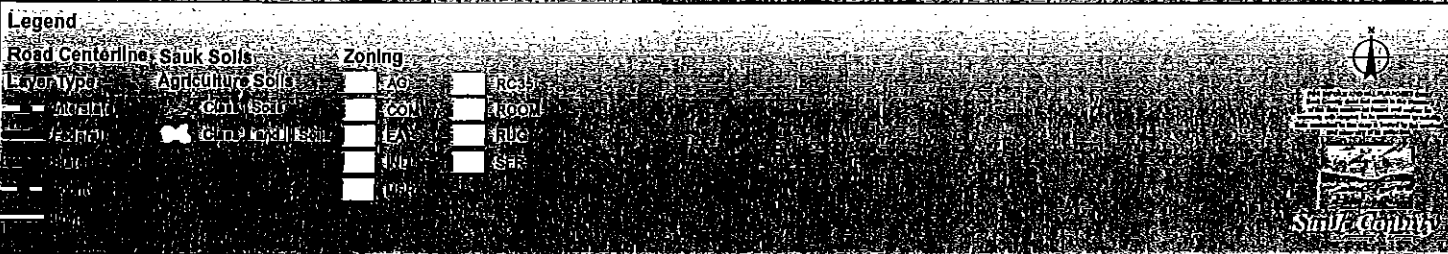
**Approve** Petition 2-2013, based on the facts of the request presented at the public hearing, consistency with the Town of Troy Comprehensive Plan recognizing the future use of the property for rural residential purposes, and standards for rezoning lands being met.

**Disapprove** Petition 2-2013, based on the facts of the request presented at the public hearing, and the standards for rezoning not being met.

**Modify and Approve** Petition 2-2013. Not recommended.

**Staff Recommendation**

Staff recommends approval of Petition 2-2013.





**Town of Troy  
Comprehensive Plan**

**Map  
6-3**

**Future Land Uses**

**Legend**

**Future Land Uses**

**Agriculture Preservation**

- Clustering utilizing density policy.

**Transition Zone**

- Infill of higher density non-conforming lots.

**Mixed Use / Rural Community**

- Development permitted utilizing clustering.

- Mixed uses permitted.

**High Density Zone 2**

- Higher density development permitted at 20 acre density.

**High Density Zone 1**

- Higher density development permitted at 2 acre density.

**Boundaries**

 Town of Troy

 Town Boundary

 Parcel

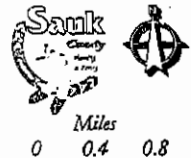
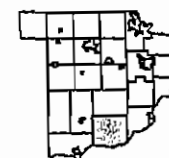
 County Boundary

**Transportation**

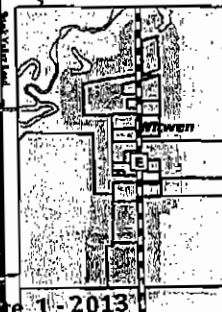
 State Highway

 County Highway

 Town Roads



**Witwen Inset**



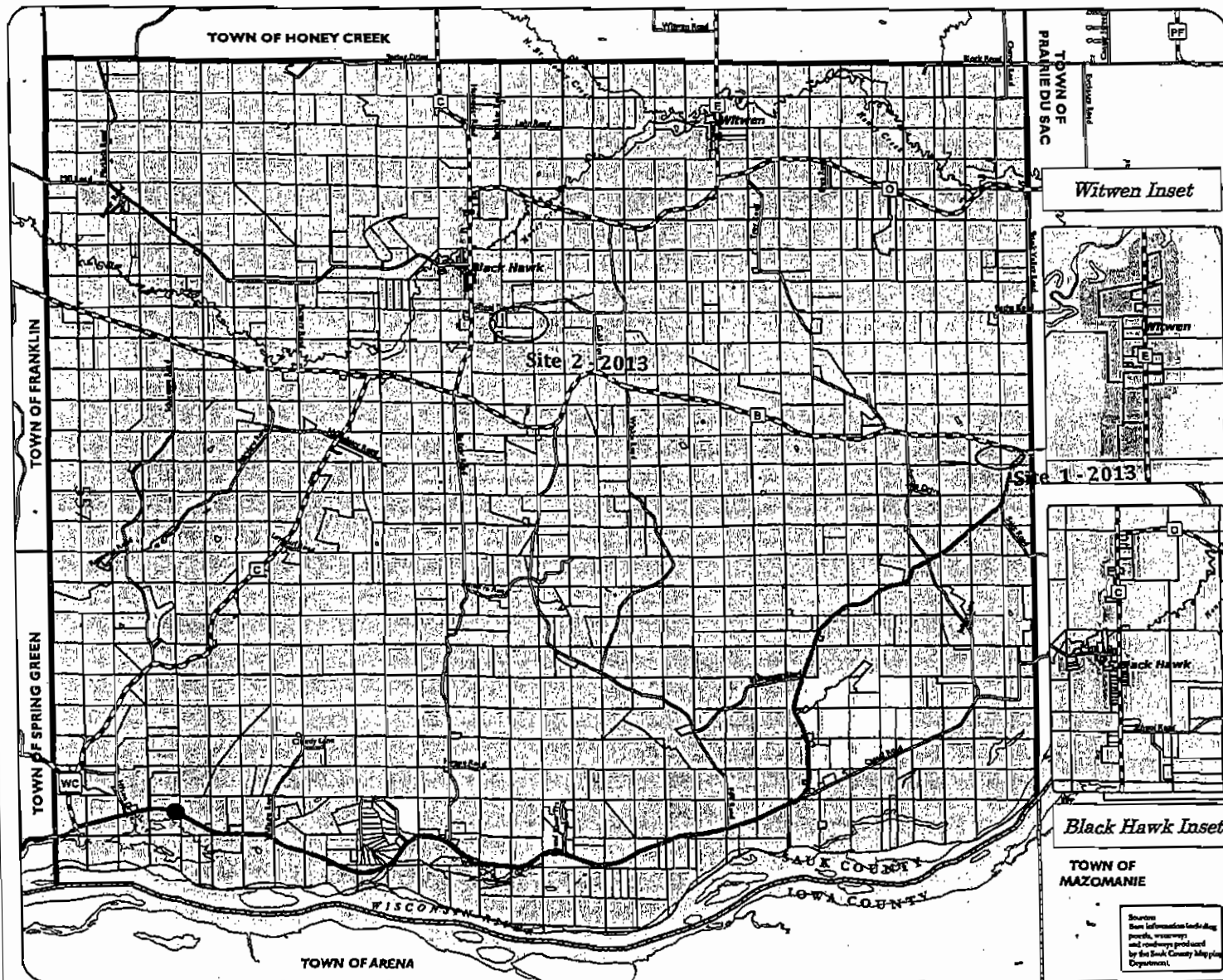
**Site 1 - 2013**

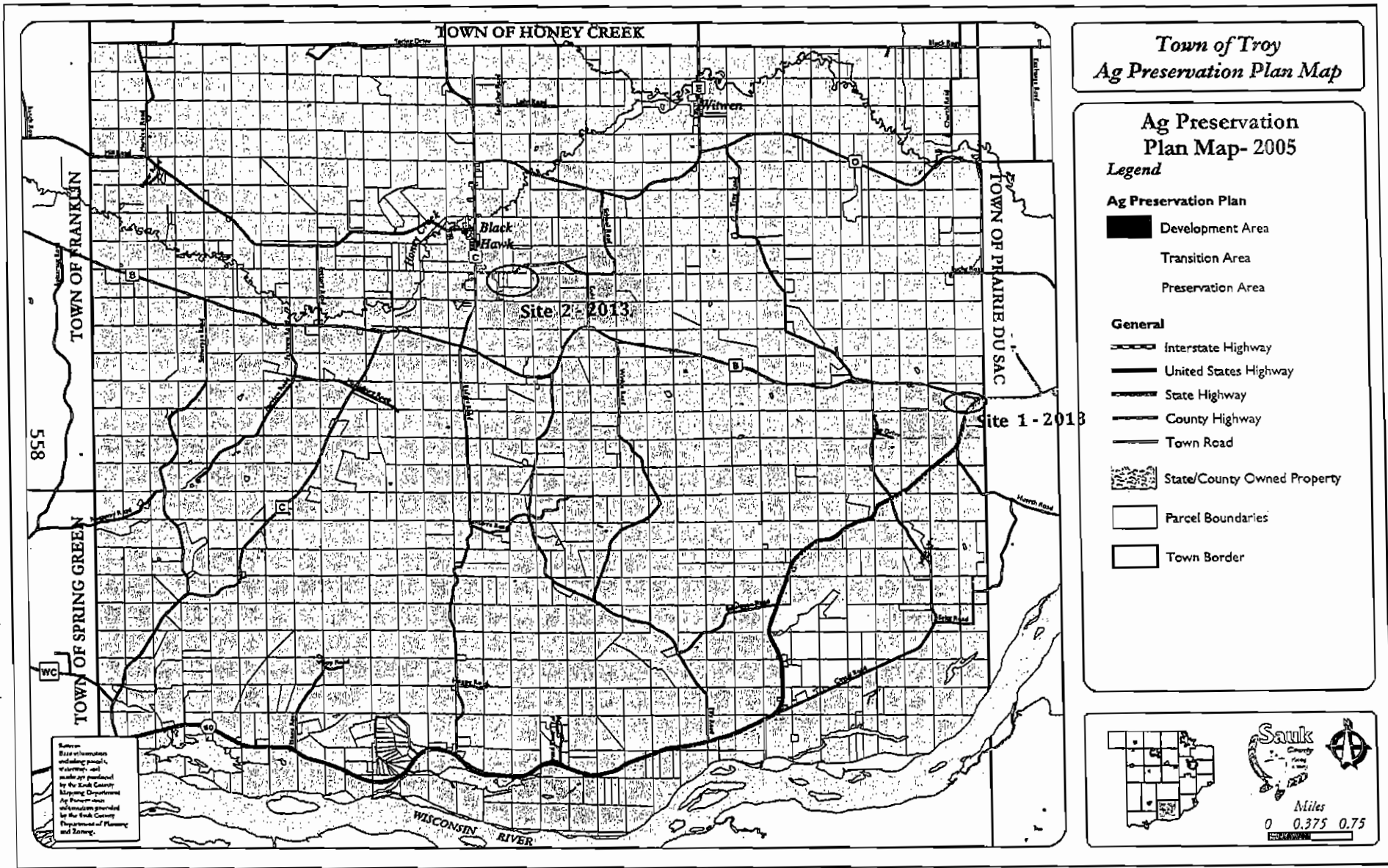


**Black Hawk Inset**

**TOWN OF  
MAZOMANIE**

Source:  
Base Information: Land Use  
Map, ownership  
and roadways produced  
by the Sauk County Mapping  
Department.



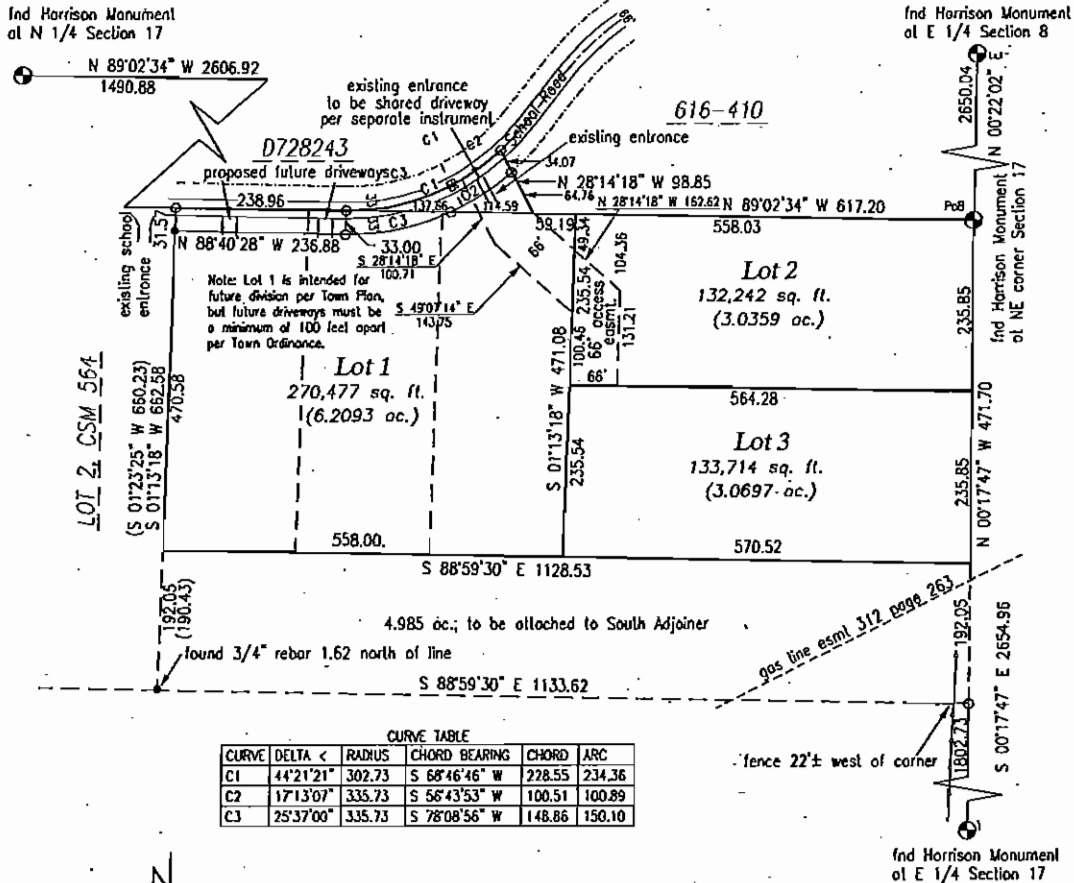




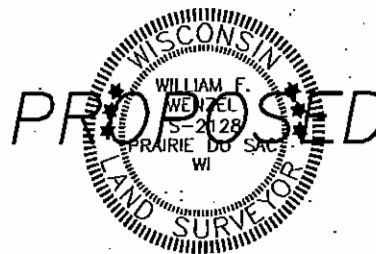
F&D

# SAUK COUNTY CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Located in the SE 1/4 of the SE 1/4 of Section 8, and the NE 1/4 of the NE 1/4 of Section 17,  
Township 9 North, Range 5 East, Town of Troy, Sauk County, Wisconsin.



Scale: 1"=200 feet  
0 100 200 300 400  
Bearings referenced to the Sauk County  
Coordinate System. Distances in U.S.  
Survey feet.



Date of Survey: August 15, 2012

Prepared for:  
Thomas Schoemaker  
E 7961 School Road  
Sauk City, WI 53583

**ORION LAND SURVEYORS, LLC**

290 Fifth Street  
Prairie du Sac, WI 53578  
(608) 643-8851  
William F. Wenzel, RPS

Received for record this \_\_\_\_\_ day of \_\_\_\_\_  
2012 at \_\_\_\_\_ M. and recorded in volume  
of Certified Surveys on page \_\_\_\_\_

Register of Deeds \_\_\_\_\_ Sheet 1 of 2  
CSM number \_\_\_\_\_  
Document number \_\_\_\_\_

ORDINANCE NO. 3 - 13

**ADOPTING AN ADDENDUM TO ORDINANCE No. 4-12: THE TEMPORARY MORATORIUM  
OF DEVELOPMENT IN THE SPECIAL FLOOD HAZARD AREA IDENTIFIED IN THE DAM  
FAILURE ANALYSIS OF THE LAKE REDSTONE DAM**

**WHEREAS**, On March 20, 2012 the Honorable Sauk County Board of Supervisors met in regular session to discuss and subsequently approve Ordinance No. 4-12 adopting the temporary moratorium of development in the special flood hazard area identified in the dam failure analysis of the Lake Redstone Dam; and,

**WHEREAS**, in Ordinance No. 4-12 the DNR indicated that it will accept a temporary moratorium and defer the adoption of the Dam Failure Analysis and associated zoning to allow the FEMA Maps to be finalized and be adopted as part of the County's Floodplain Zoning Ordinance, and at that time, the County can adopt the Dam Failure Analysis and associated zoning thereby bringing the County into compliance; and,

**WHEREAS**, the Sauk County Conservation, Planning, and Zoning office has received notification on December 6, 2012 that the proposed FEMA Floodplain Maps for the Baraboo River has been delayed, and that the county is not expecting a Letter of Final Determination to be received until May 20, 2013, with a final Effective Date of the maps to be November 20, 2013; and,

**WHEREAS**, Ordinance No. 4-12 will expire on January 31, 2013.

**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, pursuant to the authority contained in Wis. Stat. § 59.69 that it is in the best interest of the County to extend a temporary moratorium, for the time period identified below, on development in the area of the Dam Breach Analysis as identified on the addenda attached hereto and enumerated as follows:

1. Floodplain map dated July 29, 2010 and titled, "Lake Redstone Breach Flood Zone.
2. Flood profile dated July 2010 and titled, "100-Year Flood Profile with the Lake Redstone Dam Failing."
3. Floodway data table dated July, 2010 and titled "Table 10: Floodway Data Table – The Dam Failing During the 100-Year Storm;" and,

**BE IT FURTHER ORDAINED**, that for purposes of this Moratorium, "development" shall mean any new building construction, placement of manufacturing or modular structures and recreation vehicles, substantial improvements or additions over 50% of current fair market value, filling, paving, mining, excavating, dredging, and similar activities; utilities, levee, dike, or dam construction, and any other activity that may change the course of surface waters, which have not received a permit prior to the date of this moratorium ordinance; and,

**BE IT FURTHER ORDAINED**, that permits approved prior to the adoption of Ordinance No. 4-12 will be allowed to continue, and further, open sided, flood proof, accessory, agricultural buildings may be permitted; and,

**BE IT FURTHER ORDAINED**, this moratorium will expire on November 30, 2013 or with the adoption of the County's amended Floodplain Zoning Ordinance to include the 2012 FEMA maps and the Dam Breach Analysis, whichever occurs first.

For consideration by the Sauk County Board of Supervisors on February 18, 2013.

Respectfully submitted,

**SAUK COUNTY CONSERVATION, PLANNING, & ZONING COMMITTEE**

\_\_\_\_\_  
GERALD LEHMAN, Chair

\_\_\_\_\_  
JUDY ASHFORD

\_\_\_\_\_  
JOHN DIETZ

\_\_\_\_\_  
FRED HALFEN

\_\_\_\_\_  
DON NOBS

\_\_\_\_\_  
DENNIS POLIVKA

**Fiscal Note:** Adoption of this moratorium extends Ordinance No. 4-12 and has no additional fiscal impact. *JSB*

**MIS Note:** No impact.

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 January 22, 2013 at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 3-2013 Addendum to Ordinance 4-2012. A petition to consider an extension of a temporary moratorium of development in the special flood hazard area identified in the dam failure analysis of the Lake Redstone Dam to expire on November 30, 2013 or with the adoption of Sauk County's amended Floodplain Zoning Ordinance to include the 2012 FEMA maps and the Dam Breach Analysis, whichever comes first. Lands to be affected are located in the Towns of LaValle, Winfield and Reedsburg, County of Sauk, Wisconsin and are further described on a floodway map dated July 29, 2010 and titled, "Lake Redstone Breach Flood Zone."
- 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. Pursuant to the authority contained in Wis. Stat. § 59.69 it is in the best interest of Sauk County to adopt a temporary moratorium on development in the area of the Dam Breach Analysis as identified under Petition 3-2013 and enumerated as follows:
  - i. Floodplain map dated July 29, 2010, and titled "Lake Redstone Breach Flood Zone.
  - ii. Flood profile dated July 2010 and titled "100-Year Flood Profile with the Lake Redstone Dam Failing."
  - iii. Floodway data table dated July 2010 and titled "Table 10: Floodway Data Table – The Dam Failing During the 100-Year Storm"
- B. The Wisconsin DNR has indicated that it will accept a temporary extension to a moratorium and defer the adoption of the Dam Failure Analysis and associated zoning to allow FEMA maps to be finalized and be adopted as part of Sauk County's Floodplain Zoning Ordinance. At that time, the County can adopt the Dam Failure Analysis and associated zoning thereby bringing the County into compliance.
- C. For purposes of this Moratorium request, "development" shall mean any new building construction, placement of manufacturing or modular structures and recreation vehicles, substantial improvements or substantial repairs to existing structures over 50% of current fair market value, filling, paving, mining, excavating, dredging, and similar activities; utilities, levee, dike, or dam construction, and any other activity that may change the course of surface waters, which have not received a permit prior to the date of the moratorium ordinance.
- D. Any person desiring more information or to request a copy of the floodway map dated July 29, 2010, and titled "Lake Redstone Breach Flood Zone" may contact the Sauk County Conservation, Planning, and Zoning Office, Brian Cunningham or Brentt Michalek at the Sauk County West Square Building (608/355-3245).

Date: January 3, 2013

SAUK COUNTY CONSERVATION, PLANNING, AND ZONING COMMITTEE

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

To be published January 10, 2013 and January 17, 2013

For office use only: Pet. No. 3-2013

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.

# County Board Report

## February 18, 2013

Petition #4-2012 Moratorium  
&  
Petition #3-2013 Moratorium Extension

### 1. Historical Analysis Dam Breach

In 2008 a Dam Safety Report was submitted by the Wisconsin Department of Natural Resources (WDNR) to the Land Conservation office indicating that Wisconsin Administrative Code NR333 places the Redstone Dam as a high hazard classification. This requires that a dam failure analysis be undertaken.

The Natural Resources Conservation Service (NRCS) completed the dam failure analysis in 2009. This analysis was submitted to the Sauk County Land Conservation Department engineer and the WDNR. Following that, the WDNR issued a letter to Sauk County Planning and Zoning Department on April 13, 2011 with a six month adoption requirement for the Dam Breach Analysis. This placed the final adoption of the Dam Breach by October 13, 2011 per NR 116.05. This adoption deadline was granted an extension until January 1, 2012, per a WDNR e-mail dated September 7, 2011.

A public hearing was held on July 26, 2011 and a second information meeting was held in the Town of LaValle on August 30, 2011. Over 68 land owners were notified of this meeting. This meeting included representatives from the NRCS, WDNR, and County Staff. The Planning, Zoning, and Land Records Committee postponed a decision on this issue until September 27, 2011 and forwarded to County Board for approval in December 2011 (3-2 vote). The County Board of Supervisors denied the amendment of the County Floodplain Zoning Ordinance on December 20, 2011 (25-5 vote). Two voice mail correspondences were received from the WDNR and these were brought before the board under the January 17, 2012 reports of the Board Chair.

On February 2, 2012, at the direction of the Board of Supervisors, a meeting was held with the following representatives present to discuss options for the dam analysis of Lake Redstone: Tom Jackson Chief of staff for Dale Schultz's office; Ed Brooks State Representative/Reedsburg; Konnie Margovski, Meg Galloway, Bill Sturtevant, Gary Henricks, WDNR; Ron Churchill, Winfield; Dick Fish, La Valle Planning Commission via Speakerphone; Marty Krueger, Kathy Schauf, Todd Liebman, Brian Cunningham, Brentt Michalek, Sauk County.

On February 20, 2012 the results of the February 2, 2012 meeting were brought to the Board of Supervisors with the details of a potential moratorium. This was brought to the February 28, 2012 Planning Zoning and Land Records (PZLR) Committee.

Notifications of the February 28, 2012 public hearing were sent to more than 68 property owners. The PZLR Committee held the public hearing on the moratorium with representatives from the WDNR were present. The moratorium was passed on a 3-2 vote

with the expectation that staff would hold an Open House before the Board meeting in March.

Another mailing was sent to more than 68 property owners and County Board Supervisors regarding the open house. The open house was held on March 6, 2012 from 5:00-8:00pm at the LaValle Township Hall to give landowners an additional opportunity to review how the Dam Breach and/or Moratorium would affect their property.

**2. Baraboo River FEMA Floodplain Maps:**

Staff held an open house regarding the FEMA floodplain maps on February 28, 2012 5:30-7:00pm, at the LaValle Township Hall.

Staff held an open house regarding the FEMA floodplain maps on March 5, 2012 6:00-8:00pm, at the Reedsburg Township Hall.

The comment period for FEMA ended on March 15, 2012. There were two comments that will be reviewed. Once a conclusion is reached the FEMA maps will be finalized. We would expect the final maps in late 2012. Once the County receives these maps we will be expected to adopt them. At that time the County Board will have the option to adopt the Dam Breach analysis.

**3. Moratorium Approved By County Board**

On March 20, 2012 representatives from the Conservation, Planning, and Zoning Office as well as from the Wisconsin DNR attended the Sauk County Board of Supervisors regular session meeting in which Ordinance No. 4-12, a Moratorium of Development was approved stating the following:

"This moratorium will expire on January 31, 2013, or with the adoption of the County's amended Floodplain Zoning Ordinance to include the 2012 FEMA maps and the Dam Breach Analysis, whichever occurs first."

**4. Current Status of the FEMA Maps**

On December 6, 2012 Conservation, Planning, and Zoning Staff received an e-mail from the Wisconsin DNR FEMA Risk Map Program identifying that the FEMA maps will not be ready until May 20, 2013 and is now expecting a final Effective Date of November 20, 2013.

Communications between Department and WDNR staff concluded by recognizing the importance of adopting both FEMA maps and Dam Failure Analysis maps together, and therefore the WDNR will support our request to extend the County's moratorium by ten (10) months.

The moratorium ordinance amendment will expire on November 30, 2013, with the adoption of the County's amended Floodplain Zoning Ordinance to include the 2012 FEMA Maps and the Dam Breach Analysis, whichever occurs first.

RESOLUTION NO. 7-2013

AMENDING THE 2013 BUDGET TO APPROPRIATE \$90,259 PURSUANT TO AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN SAUK COUNTY, WISCONSIN  
AND THE HO-CHUNK NATION

WHEREAS, by Resolution 43-10 dated April 20, 2010, Sauk County was authorized to enter into an intergovernmental agreement with the Ho-Chunk Nation; and,

WHEREAS, this agreement provides for an annual payment of \$90,259 from the Ho-Chunk Nation to Sauk County; and,

WHEREAS, these funds may be used at the County's discretion for any purpose unless that purpose is considered a prohibited purpose that diminishes the Nation's governmental jurisdiction or has an adverse financial impact on the Nation; and,


WHEREAS, the County may not spend any money received under this agreement until the County provides a written report to the Nation each March 1; and the Nation must expressly state that the intended use does not constitute a prohibited purpose, or 30 days must have elapsed since the Nation has received said report and the Nation has not objected.


NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the 2013 budget is hereby amended to appropriate \$90,259 for the following purposes: \$45,259 for Human Services programming, \$20,000 for Highway maintenance, \$15,000 for Public Health programming, and \$10,000 for Badger Oversight Management Commission operating costs.


For Consideration by the Sauk County Board of Supervisors on February 18, 2013.

Respectfully submitted,

SAUK COUNTY FINANCE COMMITTEE

  
Tommy Lee Bychinski, Chair

  
Joan Fordham

  
Andrea Lombard

  
Jason Lane

  
William F. Wenzel

FISCAL NOTE: So as to avoid supplanting the property tax levy and creating undue reliance on this potentially non-recurring and somewhat non-discretionary funding stream, these dollars were purposefully not included in the original 2013 budget. *KPB*

MIS NOTE: No MIS impact.



RESOLUTION NO. 8-13

**AUTHORIZATION TO PURCHASE A PICKUP TRUCK FOR THE PARKS  
DEPARTMENT**

**WHEREAS**, the Sauk County Parks Department is in need of one (1) full size pickup truck for general maintenance and for the towing of a trailer/mower to other parks; and,

**WHEREAS**, Wisconsin Department of Administration bids were reviewed; and,

**WHEREAS**, the Highway & Parks Committee has determined that it is in the best interest of Sauk County to purchase a 2013 Ford F-150 4WD SuperCab pickup truck from Ewald Automotive Group for \$21,796.00 based upon the bids reviewed.

**NOW, THEREFORE BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Parks Director be and hereby is authorized and directed to procure from Ewald Automotive Group of Oconomowoc, Wisconsin, one 2013 Ford F-150 SuperCab 4WD pickup truck.

For consideration by the Sauk County Board of Supervisors on February 18, 2013.

Respectfully submitted,

**SAUK COUNTY HIGHWAY & PARKS COMMITTEE**

\_\_\_\_\_  
Virgil Hartje, Chairperson

\_\_\_\_\_  
Tim Meister

\_\_\_\_\_  
Donald Stevens

\_\_\_\_\_  
Peter Tollaksen

\_\_\_\_\_  
Brian Peper

**Fiscal Note:** \$24,000.00 has been allocated in the 2013 adopted budget under Capital Outlay.  
**Information System Note:** No information system impact.

*resolution.13truck.lwp*

RESOLUTION NO. 9-13  
AUTHORIZATION TO PURCHASE 2013  
DETECTIVE SQUAD

WHEREAS, the 2013 Sheriff's Budget contains \$25,500.00 for one Detective squad; and

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

WHEREAS, after examination of the bids your Committee recommends it to be in the best interest of Sauk County to accept the bid of \_\_\_\_\_ of \_\_\_\_\_, WI for a 2013 \_\_\_\_\_.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that the Sauk County Sheriff be hereby authorized to purchase a \_\_\_\_\_ from \_\_\_\_\_ in \_\_\_\_\_, Wisconsin for an after-trade cost of \$ \_\_\_\_\_ with payment for the vehicle to be made from the Sheriff's 2013 adopted budget, Vehicle Purchase-Field Services account.

For consideration by the Sauk County Board of Supervisors this 18th day of February, 2013

Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE

\_\_\_\_\_  
DONALD C. STEVENS, CHAIR

\_\_\_\_\_  
PETER TOLLAKSEN

\_\_\_\_\_  
GEORGE JOHNSON

\_\_\_\_\_  
DONALD NOBS

\_\_\_\_\_  
FREDERICK HALFEN

**Fiscal Note:**

Expenditure of \$ \_\_\_\_\_ from the 2013 adopted Sheriff's budget, Vehicle Purchase-Field Services

**MIS Note:**

No MIS impact

**2013 Detective Squad Bids**

RESOLUTION NO. 10-13  
AUTHORIZATION TO PURCHASE SEVEN  
POLICE SPECIFICATION SQUAD CARS

WHEREAS, the 2013 Sheriff's Budget contains an allocation of \$204,000 for the purchase of eight police specification squad cars; and,

WHEREAS, the Sheriff's Office currently needs seven police specification squad cars; and,

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

WHEREAS, after examination of the bids your committee recommends it to be in the best interest of Sauk County to accept the bid of \_\_\_\_\_ of \_\_\_\_\_, Wisconsin.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Sheriff be and hereby is authorized to purchase seven 2013 Ford Police Interceptor Utility Vehicles from \_\_\_\_\_ of \_\_\_\_\_, Wisconsin for a total after trade cost of \$ \_\_\_\_\_.

For consideration by the Sauk County Board of Supervisors this 18<sup>th</sup> day of February, 2013

Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE

\_\_\_\_\_  
DONALD C. STEVENS, CHAIR

\_\_\_\_\_  
PETER TOLLAKSEN

\_\_\_\_\_  
GEORGE JOHNSON

\_\_\_\_\_  
DON NOBS

\_\_\_\_\_  
FREDERICK HALFEN

**Fiscal Note:**

Expenditure of \$ \_\_\_\_\_ from the 2013 adopted Sheriff's budget, Vehicle Purchase-Field Services

**MIS Note:** No MIS impact

RESOLUTION NO. 11-13

**AUTHORIZATION TO CONTRACT WITH STANLEY CONVERGENT SECURITY SOLUTIONS TO COMPLETE UPGRADES TO THE ORIGINAL COMMANDER SYSTEM EQUIPMENT**

**WHEREAS**, the existing control stations for the Sauk County Jail Facility are still the original equipment installed during the construction in 2002; and,

**WHEREAS**, these units have been running 24/7/365 since installation; and,

**WHEREAS**, over the last year some of the pieces of the control stations have had more failure issues; and,

**WHEREAS**, the Emergency Management, Buildings & Safety Administrator and the Security Division Lieutenant worked with Stanley Security Systems (formerly Integrator.com) about updating the control stations in both B Pod and Central Control along with the Data Logging PC; and,

**WHEREAS**, Stanley provided a proposal in the amount of \$35,212.00 to replace the control stations and Data Logging PC and complete all testing, validation, and training; and,

**WHEREAS**, the Law Enforcement & Judiciary Committee recommends it to be in the best interest of Sauk County to accept the proposal from Stanley Security Systems in the amount of \$35,212.00,

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the Emergency Management Buildings & Safety Administrator is hereby authorized to contract with Stanley Security Systems in the amount of \$35,212.00.

For consideration by the Sauk County Board of Supervisors on February 18<sup>th</sup>, 2013.

Respectfully submitted,

**LAW ENFORCEMENT & JUDICIARY**

\_\_\_\_\_  
DONALD STEVENS, CHAIR

\_\_\_\_\_  
DON NOBS

\_\_\_\_\_  
PETER TOLLAKSEN

\_\_\_\_\_  
GEORGE F. JOHNSON

\_\_\_\_\_  
FREDERICK J. HALFEN

**Fiscal Note:** Budget dollars for this upgrade are included in the 2012 Building Services Budget, and can be carried forward to 2013. *YKB*

**Information System Note:** Upgrade is compatible with existing network hardware.

RESOLUTION NO. 13 - 2013

AUTHORIZING ISSUANCE OF QUIT CLAIM DEED TO CERTAIN LANDS IN THE  
VILLAGE OF ROCK SPRINGS TO THE VILLAGE OF ROCK SPRINGS

WHEREAS, Sauk County has previously taken tax title to certain real property located  
at:

207 River Street, Rock Springs, WI 53961, and more particularly described below; and,

WHEREAS, the Village of Rock Springs has offered to purchase said property for the  
amount of \$2,244.06, the appraised value of said property having been placed at \$2,244.06; and,

WHEREAS, Sauk County is authorized pursuant to Wis. Stat. § 75.69 and Sauk County  
Code § 30.03(8), to convey tax delinquent property to a municipality before offering the same to  
the general public.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors  
met in regular session, that the Sauk County Clerk be and hereby is authorized and directed,  
upon timely receipt of \$2,244.06 to issue a quit claim deed to the Village of Rock Springs for  
the below described property:

VILLAGE OF ROCK SPRINGS, ORIGINAL PLAT, LOTS 1, 2, 3, 4 and 5,  
BLOCK 5

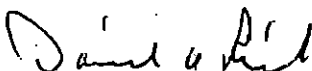
Tax Parcel No.: 176-0019-00000

Property Address: 207 River Street, Rock Springs, WI 53961

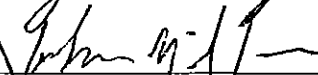
For consideration by the Sauk County Board of Supervisors on February 18, 2013.

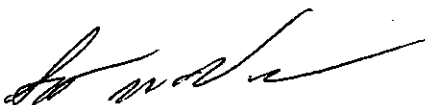
Respectfully submitted:


PROPERTY AND INSURANCE COMMITTEE

  
DAVE RIEK, Chairperson

  
VIRGIL HARTJE

  
JOHN MILLER

  
SCOTT VON ASTEN

  
GEORGE JOHNSON

**FISCAL NOTE:** Funds received provide sufficient revenue to be acceptable to Sauk County for its costs invested  
in the property.

**MIS NOTE:** No MIS impact.

RESOLUTION NO. 13 - 2013

RESCINDING SO MUCH OF RESOLUTION NO. 109-2012  
INVOLVING THE TAKING OF A TAX DEED ON PARCEL  
NUMBER 146-1552-00000 IN THE VILLAGE OF LAKE DELTON AND MORE  
PARTICULARLY DESCRIBED BELOW

WHEREAS, by Resolution No. 109-2012, the Honorable Sauk County Board of Supervisors authorized the taking of a tax deed on parcel number 146-1552-00000 more particularly described below:

GREAT WOLF CONDOMINIUM, UNIT 3301, VILLAGE OF LAKE DELTON,  
WISCONSIN

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that so much of Resolution No. 109-2012 as it pertains to the above described parcel of real property located in the Village of Lake Delton is hereby rescinded; and,

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


For consideration by the Sauk County Board of Supervisors on February 18, 2013.

Respectfully submitted:

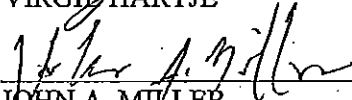
PROPERTY & INSURANCE COMMITTEE


  
\_\_\_\_\_  
DAVID A. RIEK, Chairperson

  
\_\_\_\_\_  
GEORGE F. JOHNSON

  
\_\_\_\_\_  
SCOTT VON ASTEN

  
\_\_\_\_\_  
VIRGIL HARTJE

  
\_\_\_\_\_  
JOHN A. MILLER

FISCAL NOTE: Funds received were \$28,120.92. This amount is sufficient to cover all previously owed Taxes (Years of 2008 thru 2012) in the amount of \$20,491.81; Penalties and Interest in the amount of \$5,912.61; Letter, Search and Publication Fee in the amount of \$150.00; Service Charges in the amount of \$1,536.50 and Recording Fee of \$30.00. 

MIS NOTE: No impact.



## MINUTES

Sauk County Board of Supervisors – Regular Meeting  
Tuesday, March 19, 2013  
West Square Building, 505 Broadway, Room #326, Baraboo, Wisconsin

Call to order: 6:00 P. M.

Certify compliance with Open Meeting Law.

Roll call: PRESENT: (29) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Netzing, Fordham and Krueger. ABSENT: (2) Detter and Stehling (Excused).

Invocation and pledge of allegiance.

Chair Krueger requested approval to move appointments listed in the Chair's report to be discussed prior to the approval of appointments. MOTION (Polivka/Bychinski) to adopt agenda with the change. Motion carried unanimously.

MOTION (Alexander/Smoke) to approve minutes of previous session of February 18, 2013. Motion carried unanimously.

Scheduled appearances: None.

Public Comment: None.

Communications:

1. Thank you letter from Jewell Associates Engineers for Sauk County's support provided with the Big Hollow Flood Control Project in the Town of Spring Green.

6:07 P.M., Supervisor Stehling arrived and joined the meeting.

Bills & referrals: None.

Claims: None.

Appointments:

Long Term Support Planning Committee (Citizen Member – 2 year term expires 4/21/2015)

Theron Hill; Physically Disabled Representative (Re-appointment):

2013 Sauk County Emergency Fire Warden Organization List (updated to include two additional organizations in La Valle, Town of La Valle Clerk, Jean Judd; and Hartje, Farm Home & Sports):

MOTION (Carlson/Tollaksen) to approve all appointments. VOTE: AYE: (28) Smoke, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Stehling, Netzing, Fordham and Krueger. NAY: (1) Kriegl. ABSENT: (2) Detter (Excused) and Wenzel temporarily absent during vote. Todd Liebman, Corporation Counsel opined he had no legal objection to allow Supervisor Wenzel to vote upon returning. No objections from the Board floor. Motion carried.

Unfinished Business: None.

Reports: Informational, no action required:

- Rebecca A. DeMars, 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): None.

- Finance Committee, 2012 Supervisor Per Diem and Mileage Summary
- Supervisor Fordham, Vice Chair, Executive & Legislative Committee

Supervisor Wenzel rejoined the meeting and voted yes to approve all appointments. Final Vote to approve all appointments: AYE: (29) NAY: (1) ABSENT: (1) Motion carried.

- Marty Krueger, County Board Chair
  - Reschedule of appearance by Fox-Wisconsin Heritage Parkway for April
  - Appointments
  - 3/11/13 WCA Southern District Meetings
  - Intergovernmental Meeting Date Change
  - Board Process
  - Mid-Term Assessment
- Kathryn Schauf, Administrative Coordinator
  - Mid-Term Assessment
  - Budget Process and Survey

#### Consent Agenda.

##### **HEALTH CARE CENTER BOARD OF TRUSTEES:**

Resolution 14-2013 Commending Barbara Sandberg for 7+ Years of Faithful Service To the People of Sauk County:

##### **HUMAN SERVICES BOARD:**

Resolution 15-2013 Commending Kay Baetje For 29 Years of Service To The People Of Sauk County:

##### **LAW ENFORCEMENT AND JUDICIARY:**

Resolution 16-2013 Crime Victim's Rights Week Proclamation:

MOTION (Smoke/Carlson) to approve consent agenda resolutions. VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Dettler (Excused). Motion carried unanimously.

#### Resolutions & Ordinances.

##### **COMMUNICATIONS INFRASTRUCTURE:**

Resolution 17-2013 Approving Dark Fiber Lease Agreement With WIN:

MOTION (Bychinski/Halfen). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Dettler (Excused). Motion carried unanimously.

##### **CONSERVATION, PLANNING, AND ZONING:**

Ordinance 4-2013 Petition 4-2013. Approving The Rezoning Of Lands In The Town Of La Valle From A Commercial And Agricultural To A Recreation-Commercial Zoning District Filed Upon Nick McCann, Agent For Donovan & Carolyn Labansky, Property Owners:

MOTION (Lehman/Nobs). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Dettler (Excused). Motion carried unanimously.

Ordinance effective upon passage pursuant to §59.69(5) (e) (6), of Wisconsin Statutes, March 19, 2013.

##### **EXECUTIVE AND LEGISLATIVE & LAW ENFORCEMENT AND JUDICIARY:**

Resolution 18-2013 Authorizing the Purchase of Replacement Electronic Fingerprint Scanning Equipment:

MOTION (Stevens/Halfen). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Dettler (Excused). Motion carried unanimously.

##### **FINANCE:**

Resolution 19-2013 Gratefully Accepting Donations and Gifts Presented to Sauk County in 2012:

MOTION (Lane/Wenzel). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka,



Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Detter (Excused). Motion carried unanimously.

**PROPERTY AND INSURANCE:**

**Ordinance 5-2013 Approving Reauthorization Of Workers Compensation Self-Insurance For January 1, 2013 to December 31, 2015:** MOTION (Riek/Von Asten). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Detter (Excused). Motion carried unanimously.

*Ordinance effective upon passage pursuant to §59.02 (2) of Wisconsin Statutes, March 19, 2013.*

**Resolution 20-2013 Authorizing Issuance Of Quit Claim Deed To Certain Lands In The Town Of Woodland to Helene Full:** MOTION (Riek/Von Asten). VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Detter (Excused). Motion carried unanimously.

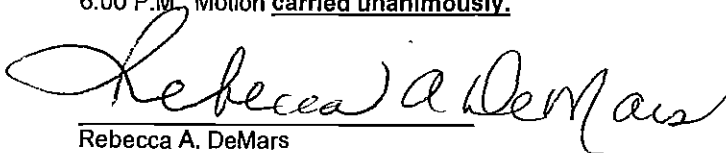
**Resolution 21-2013 Authorizing Issuance Of Quit Claim Deed To Certain Lands In The Town Of Dellona to Debra L. Burdick And David R. Leonard:** MOTION (Riek/Von Asten).

VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Detter (Excused). Motion carried unanimously.

**Resolution 22-2013 Authorizing Issuance Of Quit Claim Deed To Certain Lands In The Town Of Woodland To Christopher J. Pauli And Jennifer L. Pauli:** MOTION (Riek/Von Asten).

VOTE: AYE: (30) Smoke, Kriegl, Meister, Hartje, Lehman, Dietz, Held, Johnson, Bychinski, Fish, Tollaksen, Lane, Riek, Dawson, Miller, Von Asten, Lombard, Ashford, Nobs, Stevens, Polivka, Carlson, Peper, Halfen, Alexander, Wenzel, Stehling, Netzing, Fordham and Krueger. NAY: (0). ABSENT: (1) Detter (Excused). Motion carried unanimously.

Adjournment to a date certain: 7:15 P.M., MOTION (Ashford/Netzing), to adjourn until Tuesday, April 16, 2013 at 6:00 P.M. Motion carried unanimously.



Rebecca A. DeMars  
Sauk County Clerk

Minutes approved: April 16, 2013

**State Of Wisconsin, County of Sauk:** I certify that the above is a true and correct copy of the March 19, 2013 Proceedings of the Sauk County Board of Supervisors. /s/ Rebecca A. DeMars, Sauk County Clerk

*Original documents & CD recording on file @ Office of the Sauk County Clerk  
West Square Building, 505 Broadway, Room #144, Baraboo, WI 53913  
Monday-Friday 8:00 a.m. - 4:30 p.m.  
608.355.3286  
[www.co.sauk.wi.us](http://www.co.sauk.wi.us)*

s:/everyone/cty-bd\_min/2013/ctybdMINUTESMarch192013.doc.

audio: CD on file in the County Clerk's Office AND <https://www.co.sauk.wi.us/countyboard>

To the Honorable County Board of Sauk County, Wisconsin:

In accord with section 26.12(3) and section 26.14(3) of the Wisconsin Statutes we recommend the following persons to act as authorized emergency fire wardens for the prevention and suppression of forest fires in this county for the year 2013 and ask your approval of this organization list.

EMERGENCY FIRE WARDENS

Buck Snort Saloon  
E 9708 State Hwy 60  
Sauk City, WI 53583  
Phone Number: 608-643-6124

North Freedom Repair  
106 Freedom Street  
North Freedom, WI 53951  
Phone Number: 608-522-3636

River Valley Mobile  
E 4986 Hwy 14 & 60  
Spring Green, WI 53588  
Phone Number: 608-588-2561

Viking Express Shell  
1375 East Main  
Reedsburg, WI 53959  
Phone Number: 608-524-3777

Kindsehl's Korner  
150 Main Street  
Loganville, WI 53943  
Phone Number: 608-727-2211

Rockin Stop  
103 West Broadway  
Rock Springs, WI 53961  
Phone Number: 608-522-5077

~~Corner Express~~  
~~1121 St M~~  
~~La Valle, WI 53941~~  
~~Phone Number: 608-985-7517~~

Bluff View Pantry  
S 7551 US Hwy 12  
North Freedom, WI 53951  
Phone Number: 608-643-2594

Reedsburg Police Dept.  
200 South Park  
Reedsburg, WI 53959  
Phone Number: 608-524-2376

Sprecher Tavern & Sporting  
E 7425 Cty Hwy C  
North Freedom, WI 53951  
Phone Number: 608-544-2054

Consumer's Coop Oil  
740 Phillips Blvd.  
Sauk City, WI 53583  
Phone Number: 608-643-3301

\* Town of La Valle Clerk  
Jean Judd  
PO Box 30, 314 St Rd 33/58  
La Valle WI 53941  
Phone Number 608-985-7695

\* Hartje, Farm Home & Sports  
S1428 St. Hwy 33/58  
La Valle WI 53941  
Phone Number 608-985-8124

RECEIVED

JAN 23 2013

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

Loren's Repair  
S 9004 Leland Rd  
Loganville, WI 53943  
Phone Number: 608-546-2110

Dutch Hollow Lake Assoc.  
E 2670 Club House Drive  
La Valle, WI 53941  
Phone Number: 608-985-7294

Lime Ridge Ag Supply  
115 Minor Street  
Lime Ridge, WI 53942  
Phone Number: 608-986-2626

Town of Freedom Treasurer  
S 6566 Cty Hwy PF  
North Freedom, WI 53951  
Phone Number: 608-522-4890

Town of Troy Clerk  
E 9699 Fuchs Road  
Sauk City, WI 53583  
Phone Number: 608-544-3549

Ederer's Do it Best  
E 5663A Cty Hwy B  
Plain, WI 53577  
Phone Number: 608-546-3308

Baraboo Fire Department  
135 4th Street  
Baraboo, WI 53913  
Phone Number: 608-355-2710

Roxbury Town Clerk  
9203 County Road Y  
Sauk City, WI 53583  
Phone Number: 608-643-4762

Mirror Lake State Park  
E10320 Fern Dell Rd  
Baraboo, WI 53913  
Phone Number: 608-254-2333

Merrimac Post Office  
110 School Street  
Merrimac, WI 53561  
Phone Number: 608-493-2323

Dodgeville, Wisconsin

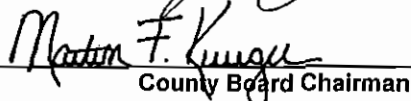
January 15, 2013

Department of Natural Resources

By

  
Area Forestry Leader

By

  
County Board Chairman

# 2012 Supervisor Per Diem and Mileage Summary

Per Rule VII (B) of the Sauk County Board of Supervisors:

All members of the County Board who are to be reimbursed for committee work shall submit vouchers to the County Clerk on a monthly basis, to be placed on file with other current claims or accounts to be authorized for payment at regular Finance Committee meetings. Per diem and mileage paid Board members through any calendar year shall be compiled in the Accounting Department and approved by the Board prior to annual publication in March of the following year.

NAME	PER DIEM	MILEAGE & MISCELLANEOUS	TOTAL
Albert Dippel	580.00	0.00	580.00
Andrea Lombard	3,380.00	299.84	3,679.84
Arthur Carlson	2,680.00	1,869.10	4,549.10
Brian Peper	1,350.00	592.35	1,942.35
Caroline Held	1,650.00	708.40	2,358.40
David Reik	2,130.00	60.50	2,190.50
Dennis Polivka	1,940.00	1,648.35	3,588.35
Don Nobs	3,330.00	502.70	3,832.70
Donald Stevens	3,020.00	1,507.00	4,527.00
Donna Stehling	2,930.00	1,471.25	4,401.25
Frederick Halfen	2,960.00	1,158.85	4,118.85
George Johnson	2,670.00	953.70	3,623.70
Gerald L. Lehman	2,320.00	1,361.25	3,681.25
Henry Netzing	2,980.00	1,343.10	4,323.10
Jason Lane	2,270.00	115.50	2,385.50
Joan Fordham	3,620.00	1,159.40	4,779.40
Joan Smoke	3,230.00	966.35	4,196.35
Joel Gaalswyk	730.00	474.65	1,204.65
John Dietz	2,040.00	573.10	2,613.10
John Miller	1,550.00	99.00	1,649.00
Joseph Fish	1,250.00	284.35	1,534.35
Judith Ashford	3,580.00	1,559.80	5,139.80
Judith Stoeckmann	880.00	317.90	1,197.90
Lester Wiese	880.00	368.50	1,248.50
Linda Borfeske	680.00	213.40	893.40
Lowell Haugen	780.00	97.90	877.90
Mark Dettler	1,550.00	404.25	1,954.25
Martin Krueger	11,480.00 *	5,818.45	17,298.45
Martin Meister	2,010.00	617.65	2,627.65
Peter Murray	680.00	146.30	826.30
Peter Tollaksen	2,370.00	759.00	3,129.00
Robert Sinklair	180.00	0.00	180.00
Ruth Dawson	1,850.00	209.30	2,059.30
Scott K. Alexander	2,420.00	430.65	2,850.65
Scott Von Asten	1,650.00	0.00	1,650.00
Steven Bach	1,180.00	160.60	1,340.60
Thomas Bychinski	2,830.00	1,047.20	3,877.20
Thomas Kriegel	1,510.00	154.00	1,664.00
Virgil Hartje	2,420.00	1,009.80	3,429.80
William F. Wenzel	3,530.00	1,423.95	4,953.95

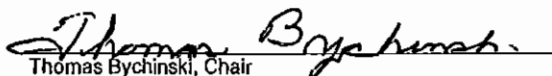
\* Includes \$4,800 annual salary

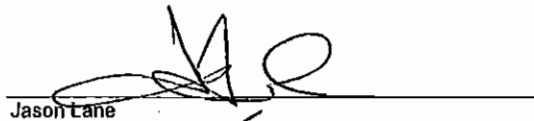
91,070.00

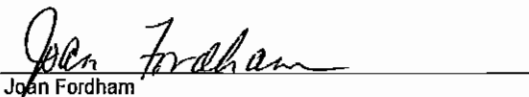
31,887.39

122,957.39

FINANCE COMMITTEE:

  
Thomas Bychinski, Chair

  
Jason Lane

  
Joan Fordham

  
William F. Wenzel

  
Andrea Lombard

RESOLUTION No. 14 - 13

Commending **BARBARA SANDBERG** for 7+ 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**, **BARBARA SANDBERG** has faithfully served the people of Sauk County as a Registered Nurse at the Sauk County Health Care Center for 7+ years; and

**WHEREAS**, **BARBARA SANDBERG** retired from her position on February 1, 2013;

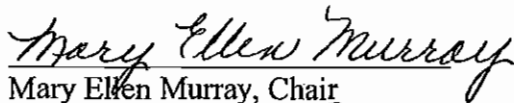
**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends **BARBARA SANDBERG** for 7+ faithful years of service to the people of Sauk County;

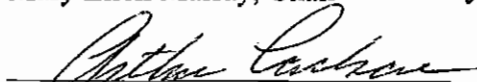
**AND, BE IT FURTHER RESOLVED**, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present to **BARBARA SANDBERG** an appropriate certificate and commendation as a token of our esteem.

For consideration by the Sauk County Board of Supervisors on March 19, 2013.

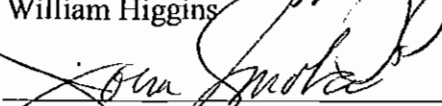
Respectfully submitted,

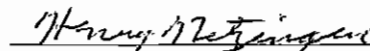
**SAUK COUNTY HEALTH CARE CENTER BOARD OF TRUSTEES**

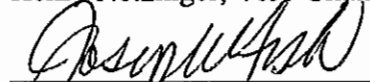
  
Mary Ellen Murray, Chair

  
Arthur Carlson

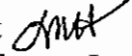
  
William Higgins

  
Joan Smoke

  
Henry Netzinger, Vice Chair

  
Joseph Fish

Terri Langer

No Fiscal Impact   
No Information System Impact

**RESOLUTION # 15 -13**  
**Commending Kay Baetje For 29 Years of Service**  
**To The People Of Sauk County**

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

**WHEREAS**, Kay Baetje faithfully served the people of Sauk County as an employee since January 16, 1984; and

**WHEREAS**, Kay Baetje has left the service of the Sauk County Human Services Department as of March 1, 2013;


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

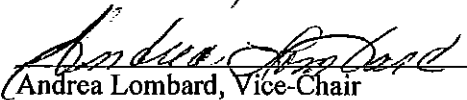
**BE IT FURTHER RESOLVED**, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present to Kay Baetje an appropriate symbol of our appreciation for service to the people of Sauk County.

For consideration by the Sauk County Board of Supervisors on March 19, 2013

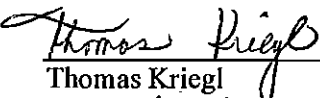
Respectfully submitted:

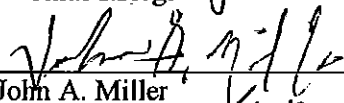
**SAUK COUNTY HUMAN SERVICES BOARD**

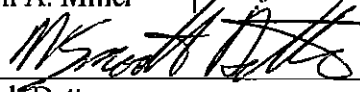
  
\_\_\_\_\_  
Scott Alexander, Chair

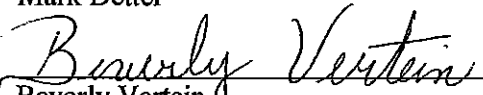
  
\_\_\_\_\_  
Andrea Lombard, Vice-Chair

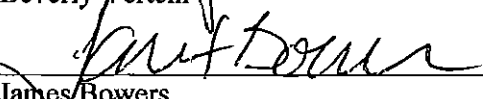
\_\_\_\_\_  
Ruth Dawson

  
\_\_\_\_\_  
Thomas Kriegl

  
\_\_\_\_\_  
John A. Miller

  
\_\_\_\_\_  
Mark Detter

  
\_\_\_\_\_  
Beverly Vertein

  
\_\_\_\_\_  
James Bowers

  
\_\_\_\_\_  
Karen Fabisiak

RESOLUTION NO. 116-13  
Crime Victims' Rights Week Proclamation

Whereas, 18.7 million Americans are directly harmed by crime each year, and each crime affects many more family members, friends, neighbors, and co-workers;

Whereas, crime can leave a lasting physical, emotional, or financial impact on people of all ages and abilities, and of all economic, racial, and social backgrounds;

Whereas, in addition to these challenges, crime victims face a criminal justice system that, at times, ignores their rights and treats them with disrespect;

Whereas, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims;

Whereas, the nation heeded this call to action and promoted victims' rights initiatives, effective and compassionate victim services, and just compensation and financial support;

Whereas, today thousands of victim assistance programs provide help and support to child victims of violence and sexual abuse; stalking victims; survivors of homicide victims; victims of drunk-driving crashes; and victims of domestic, dating, and sexual violence and other crimes;

Whereas, the victim assistance community faces new challenges to reach and serve all victims, including victims of new crimes like cybercrime and terrorism and victims who have not always trusted the criminal justice system, including immigrant victims, urban youth, and victims who are lesbian, gay, bisexual, transgender, or questioning;

Whereas, now is the time to embrace new solutions that involve new partnerships with underserved communities and a greater emphasis on learning what works in meeting victims' needs;

Whereas, the U.S. Department of Justice, through the *Vision 21* initiative, calls for a renewed commitment to serving all victims of crime in the 21st century;

Whereas, National Crime Victims' Rights Week, April 21–27, 2013, provides an opportunity to celebrate the energy, creativity, and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims;

Whereas, The Sauk County District Attorney's Office – Victim Witness Unit is joining forces with victim service providers, criminal justice agencies, and concerned citizens throughout Sauk County, Wisconsin and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week;


RESOLUTION NO. 16-13, Crime Victims' Rights Week Proclamation  
Page 2 of 2

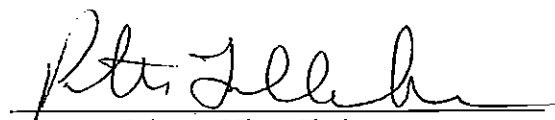
NOW THEREFORE IT IS RESOLVED, that the Sauk County Board of Supervisors do hereby proclaim the week of April 21-27, 2013, as national Crime Victims' rights Week and reaffirm Sauk County's commitment to respect and enforce victims' rights and address their needs during National Crime Victims' Rights Week and throughout the upcoming year; and

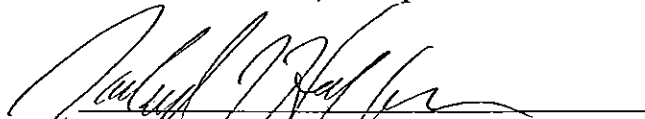
express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

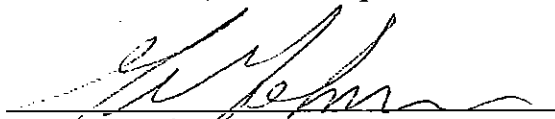
For consideration by the Sauk County Board of Supervisors on March 19, 2013

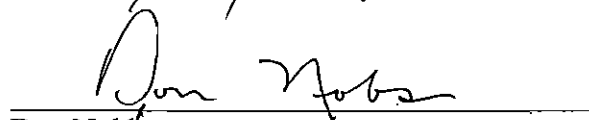
LAW ENFORCEMENT AND JUDICIARY COMMITTEE

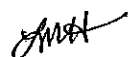
  
Donald C. Stevens, Chairperson

  
Peter Tollaksen, Vice-Chairperson

  
Fredrick J. Halfen, Secretary

  
George F. Johnson

  
Don Nobbs

Fiscal Note: *No fiscal impact*   
Information Systems Note: *No MIS impact*



**RESOLUTION NO. 17 - 13**

**APPROVING DARK FIBER LEASE AGREEMENT WITH WIN**

**WHEREAS**, WIN has requested to lease two (2) dark fibers on the County owned fiber optic cable; and,

**WHEREAS**, a Dark Fiber Lease Agreement has been developed between Sauk County and WIN 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 WIN is hereby approved.

For consideration by the Sauk County Board of Supervisors on March 19<sup>th</sup>, 2013.

Respectfully submitted:

**COMMUNICATIONS INFRASTRUCTURE COMMITTEE**

\_\_\_\_\_  
TOMMY LEE BYCHINSKI, Chair

\_\_\_\_\_  
SCOTT VON ASTEN

\_\_\_\_\_  
VIRGIL HARTJE

\_\_\_\_\_  
MARK SMOOTH DETTER

\_\_\_\_\_  
FREDERICH J. HALFEN

**Fiscal Note:** Sauk County will receive revenues totaling approximately \$62,485.00 for this five year lease. *LB*

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

# DARK FIBER LEASE AGREEMENT

THIS DARK FIBER LEASE AGREEMENT ("*Agreement*") is dated as of March 1<sup>st</sup>, 2013, 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").

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. For this lease the Lessee request two (2) fibers on the Leg G Spur from Ironton to Loganville 28.98 miles (14.49 miles per fiber) and two (2) fibers from Loganville to Vault #16 on Leg G of the Sauk County Fiber ring 22.64 miles (11.32 miles per fiber) for a total distance of 51.62 miles.

## 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, four 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. In case of failure or impairment of the leased fiber, county shall initiate, within four (4) hours of report of any such event, make reasonable efforts to locate the source of the failure or impairment and once located shall make every effort to repair/restore the fiber as quickly as possible but such time to repair/restore shall not exceed 24 hours after locating the source of the failure or impairment. The county will work with the lessee to route lessee's traffic over a working pair of fiber, if available, until repair/restoration is accomplished. If traffic is re-routed, County will coordinate with lessee a time at which traffic can be returned to its normal route. 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.

#### 5. 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 January 1<sup>st</sup> of each calendar year regardless of the effective date of this agreement. Annual costs are noted within Attachment C. 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 this agreement and the attachments 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.

#### 6. 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 any 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.
- (c) County will provide a list of emergency twenty-four (24) hour, seven (7) days per week contact list. The listing will be updated as needed.

#### 7. Taxes.

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

#### 8. 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.

#### 9. Termination.

This Agreement may be terminated without further liability as noted below:

- (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 at least one hundred and twenty (120) days notice of its intent to discontinue maintenance and operation of the fiber and terminate this agreement for convenience.
- (c) The Sauk County Board of Supervisors may terminate this agreement, for convenience and without damages, by resolution at any time by providing at least one hundred and twenty days notice. It is understood that WIN needs to provide services to its customers, and the County will endeavor to provide as much notice as possible in the event the County decides to terminate this agreement.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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.

14. 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.

15. 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.

16. 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

Wisconsin Independent Network  
Attn. Scott Hoffmann, CEO  
800 Wisconsin Street, Box 107  
Building D02, Suite 219

Attn: Timothy R. Stieve  
Phone: (608) 355-3200

Eau Claire, WI 54703-3612

- 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

Wisconsin Independent Network, LLC

(Signature)

(Signature)

Timothy R. Stieve

Scott Hoffmann

(Print Name)

(Print Name)

Administrator, Sauk County

Emergency Management Buildings & Safety

Chief Executive Officer

(Title)

(Title)

(Date)

(Date)

39-6005740

39-1899436

(Tax ID #)

(Tax ID #)

ORDINANCE NO. 4-2013

**PETITION 4-2013. APPROVING THE REZONING OF LANDS IN THE TOWN OF LA VALLE FROM A COMMERCIAL AND AGRICULTURAL TO A RECREATIONAL-COMMERCIAL ZONING DISTRICT FILED UPON NICK MCCANN, AGENT FOR DONOVAN & CAROLYN LABANSKY, PROPERTY OWNERS.**

**WHEREAS**, a public hearing was held by the Conservation, Planning, and Zoning Committee upon petition 4-2013 as filed by Donovan & Carolyn Labansky, property owners and Nick McCann, agent for a change in the zoning of certain lands from a Commercial and Agricultural to a Recreational-Commercial Zoning District; and

**WHEREAS**, the purpose of the request is to accommodate a family entertainment center including an indoor arcade, inflatable structure area and facilities for party rentals with possible future inclusion of an outdoor mini-golf course and batting cages; and

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

**WHEREAS**, the Conservation, Planning, and Zoning Committee reviewed and discussed the request as described in petition 4-2013; and

**WHEREAS**, your Committee, based upon the facts of the request and public testimony heard at the public hearing on February 26, 2013, recommended to the Sauk County Board of Supervisors that the petition be approved; and

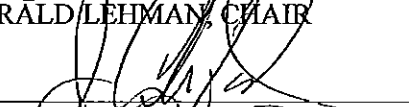
**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more specifically described in petition 4-2013, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

For consideration by the Sauk County Board of Supervisors on March 19, 2013.

Respectfully submitted,

**CONSERVATION, PLANNING, AND ZONING COMMITTEE**

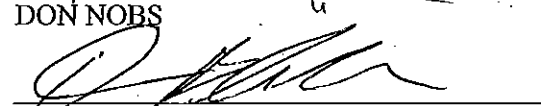
  
GERALD LEHMAN, CHAIR


  
JUDY ASHFORD

  
JOHN DIETZ

  
FREDERICK HALPEN

  
DON NOBS

  
DENNIS POLIVKA

Fiscal Note: No Impact   
MIS Note: No Impact



OFFICE OF  
SAUK COUNTY CONSERVATION, PLANNING AND ZONING

SAUK COUNTY WEST SQUARE BUILDING

505 BROADWAY

BARABOO, WI 53913

Telephone: (608) 355-3285

**NOTICE**

PLEASE TAKE NOTICE, that the Conservation, Planning, and Zoning Committee of the Sauk County Board of Supervisors will hold a public hearing on February 26, 2013, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 4-2013 Rezone. A petition to rezone certain lands in the Town of LaValle, County of Sauk, Wisconsin, from a Commercial and an Agricultural Zoning District to a Recreational-Commercial zoning district. Lands are owned by Donovan & Carolyn Labansky c/o Nick McCann, agent.

Lands to be affected by the proposed rezone are located in Section 26, T13N, R3E, Town of LaValle, Sauk County, Wisconsin and further described in Petition 4-2013. Said area to be rezoned contains 2.49 acres more or less.

- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.

- II. A. The proposed recreational commercial rezone will allow for a family entertainment center including an indoor arcade, inflatable structure area and facilities for party rentals with possible future inclusion of an outdoor mini-golf course and batting cages.

- B. Any person desiring more information may contact the Sauk County Conservation, Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3245).

Date: February 5, 2013

SAUK COUNTY CONSERVATION

BY: BRIAN SIMMERT  
Sauk County Conservation  
505 Broadway Street  
Sauk County West Square  
Baraboo, WI 53913

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Sean Sudd  
Town of LaValle clerk  
PO Box 30  
LaValle, WI 53941

2. Article Number  
(from service label)

591

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Sean Sudd*

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Sean Sudd

C. Date of Delivery

2-6-13

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

- ☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



**Staff Report**  
**Conservation, Planning, and Zoning Committee**  
**Donovan & Carolyn Labansky, property owners and Nick McCann, agent.**  
**Rezone Petition 4-2013**

*Hearing Date: February 26, 2013*

**Applicant:**

Donovan & Carolyn Labansky,  
property owners  
Nick McCann, agent

**Staff:**

Brian Simmert, CPZ  
355-4834  
bsimmert@co.sauk.wi.us

**Current Zone:**

Part Commercial  
Part Agricultural

**Proposed Zone:**

Recreational-Commercial

**Comprehensive Plans:**

Town of LaValle Comprehensive Plan

**Lot Size/Area to be Rezoned:**

2.49 acres

**Applicable Zoning Regulations:**

7.08 Recreational Commercial

**Notification:**

(by U.S. mail, except newspaper)  
Feb. 5, 2013: Newspaper  
Feb. 5, 2013: CPZ Committee  
Feb. 5, 2013: Town Clerk  
Feb. 5, 2013: Neighboring Landowners

**Town Board Approval:**

Yes, December 10, 2012

**Exhibits:**

- A. Map of area to be rezoned
- B. Town of LaValle Future Land Uses Map
- C. Town of LaValle Farmland Preservation Plan Map
- D. Certified Survey Map 5409
- E. Letter from the Town of LaValle

**Request**

Donovan & Carolyn Labansky, hereafter referred to as 'property owners', and Nick McCann, hereafter referred to as 'agent', and who is the owner of a family entertainment center business, is requesting a rezone from a Commercial and Agricultural to a Recreational-Commercial zoning district. The purpose of the rezone request is to allow for a family entertainment center including an indoor arcade, inflatable structure area and facilities for party rentals with possible future inclusion of an outdoor mini-golf course and batting cages.

**Legal Description of Area**

A parcel located in Section 26, T13N, R3E, Town of LaValle. The area is also defined as CSM 5409 Lot 1and includes 2.49 acres more or less.

**Background**

The subject property consists of an existing family entertainment center and inflatable rental business that opened on this site in August 2012. The business is owned and operated by the agent on property leased by the applicant. The rezone to recreational-commercial will establish the correct zoning for the center and allow the agent to consider expansion of the business to include outdoor recreation activities.

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

Direction	Zoning	Land Use
Property	Commercial (part) Agricultural (part)	Family Entertainment Center
North	Commercial	Vacant Business Site
South	Agricultural	Farm Field
East	Commercial	Landscape Business
West	Agricultural	Woods

## Analysis

**Town of LaValle Comprehensive Plan.** See Exhibit E, Letter from the Town of Lavalles, regarding consistency with the Town's Plan.

**Draft Sauk County Zoning Ordinance.** The draft comprehensive rewrite of the *Sauk County Zoning Ordinance* suggests that indoor entertainment uses be permitted, by right, under the Recreational Commercial Zoning District and outdoor entertainment uses be considered as a conditional use by the Conservation, Planning, and Zoning Committee.

**Sauk County Farmland Preservation Plan.** The rezone appears to be consistent with the Sauk County Farmland Preservation Plan and specifically, the *Town of LaValle Farmland Preservation Plan Map* located within this document. See Exhibit C.

### Standards for Rezoning per 7.05B(5)

There are no standards for rezoning out of the Agricultural or Commercial Zoning Districts, however the Conservation, Planning, and Zoning Committee may consider the standards for rezoning lands out of an Exclusive Agricultural District as guidance to their decision making process. These standards are as follows:

- (a) Adequate public facilities to accommodate development either exist or will be provided within a reasonable amount of time as determined by the Agency.
- (b) Provision of public facilities to accommodate development will not place an unreasonable burden on the ability of affected local units of government to provide such facilities.
- (c) The land proposed for rezoning is suitable for development and development will not result in undue water or air pollution, cause unreasonable soil erosion or have an unreasonably adverse effect on rare or irreplaceable natural areas.
- (d) Potential conflict with remaining agricultural lands and uses in the area.
- (e) Need for the proposed development in the location specified.
- (f) Availability of alternative locations.
- (g) Productivity of the agricultural lands that are involved or affected.
- (h) Whether the development as proposed is located to minimize the amount of agricultural land converted.

### Standards for Special Exception Permit per 7.09(4)(b)

While the Conservation, Planning, and Zoning Committee does not consider Special Exception Permits, the standards utilized by the Sauk County Board of Adjustment may provide additional guidance to the Committee when considering the rezone. These standards are as follows:

- 1. Not cause unusual public service needs.
- 2. Not substantially impair or diminish the uses, values and enjoyment of other property in the surrounding area for purposes already permitted.
- 3. Provide safe access and adequate parking facilities.
- 4. Provide access for emergency vehicles.
- 5. Provide responsible surface water management.
- 6. Not cause air, water or noise pollution or adversely affect rare or irreplaceable natural areas.

**Committee Action Options**

**Approve** Petition 4-2013, based on the facts of the request presented at the public hearing, that the rezone was approved by the LaValle Town Board, and that the proposed use provides an opportunity for local business growth.

**Disapprove** Petition 4-2013, based on the facts of the request presented at the public hearing and inconsistency with the Town of LaValle Comprehensive Plan.

**Modify and Approve** Petition 4-2013. Not recommended.

**Staff Recommendation**

Staff recommends approval of Petition 4-2013.

# Don Labansky, Rezone Petition 4-2013



**Legend**

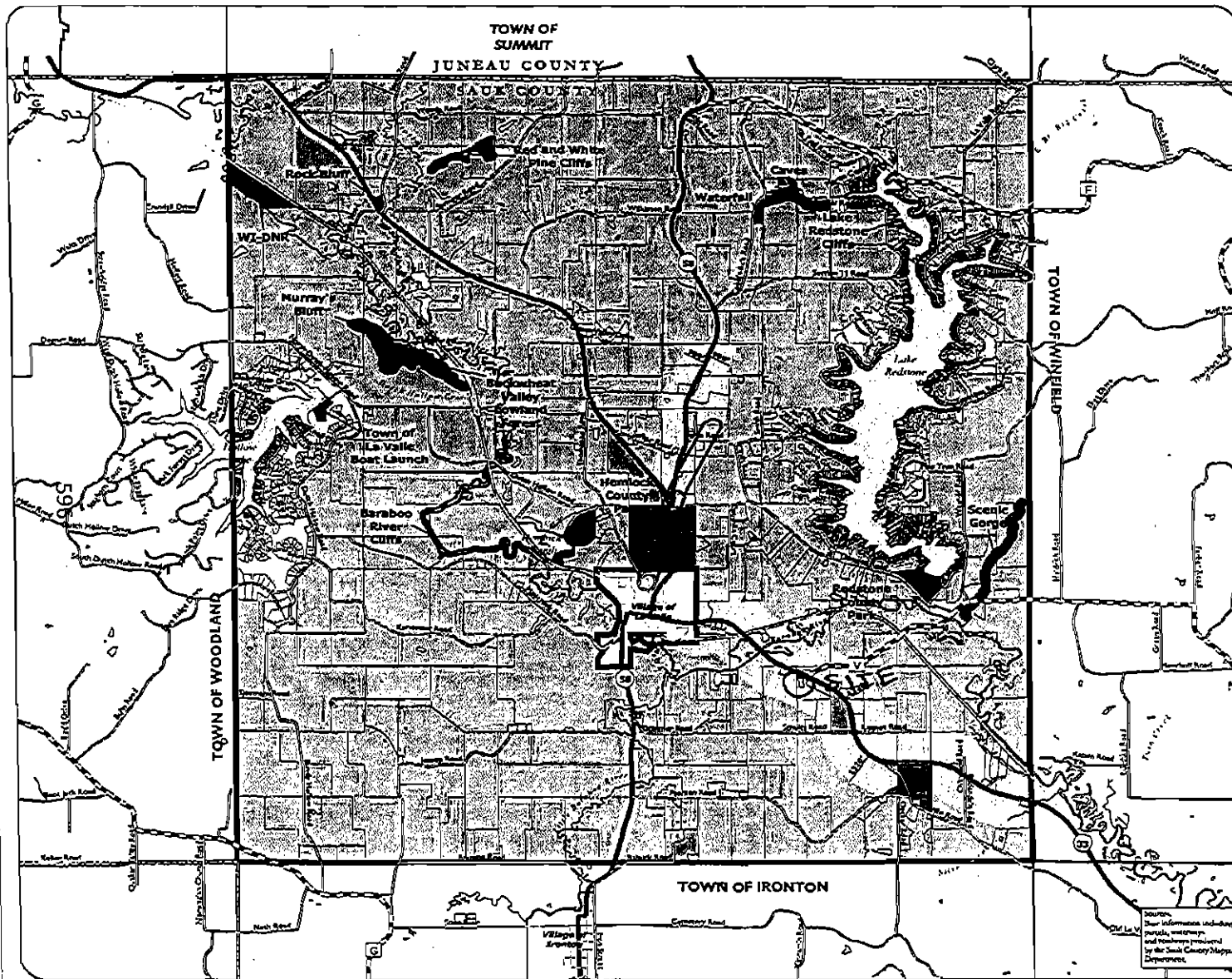
Road Centerline - Sauk Falls  
Boundary - Appleton Soil

**Zoning**

AG	Res
AG-1	Res-1
AG-2	Res-2
AG-3	Res-3
AG-4	Res-4
AG-5	Res-5
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AG-94	Res-94
AG-95	Res-95
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AG-98	Res-98
AG-99	Res-99
AG-100	Res-100

**Sauk County**

ENC



**Town of La Valle  
Comprehensive Plan**

**Map  
11-6**

### Land Use Districts

#### Legend

##### Land Use Districts

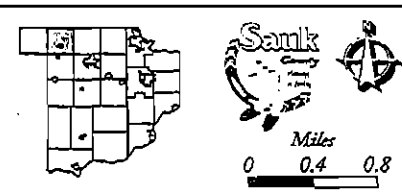
- Rural Agricultural Conservation
- Rural Residential Development
- Natural Features
- Rural Estate Residential
- Shoreline Residential
- Private Recreation
- Light Commercial
- Commercial

##### Boundaries

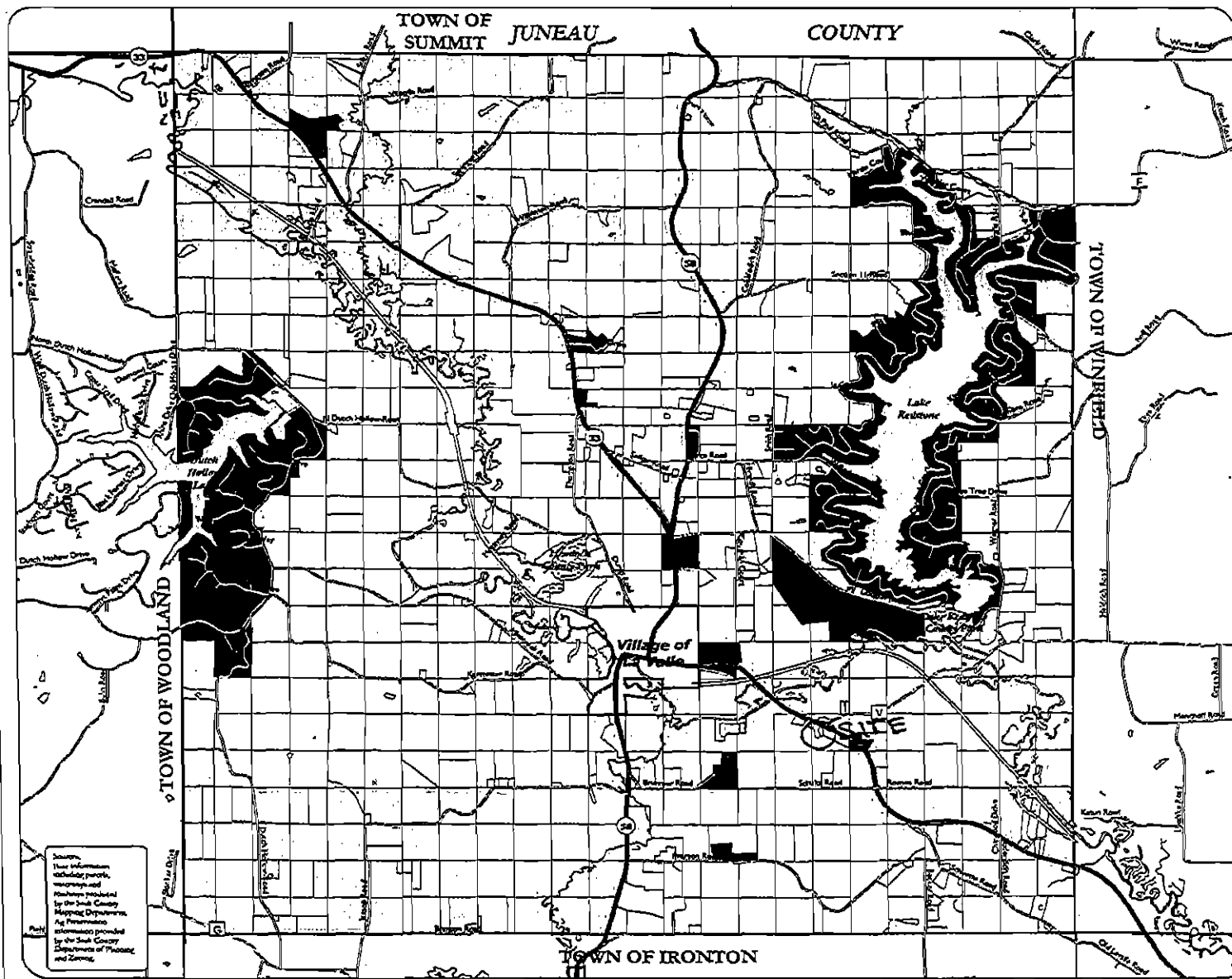
- Contiguous Landownership
- Town of La Valle
- Town Boundary
- County Boundary
- River/Stream

##### Transportation

- State Highway
- County Highway
- Town Road
- Municipal Street
- "400" State Trail



Exc



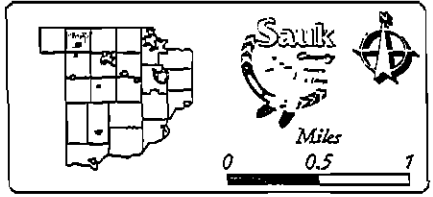
# **Town of La Valle Ag Preservation Plan Map**

## **Ag Preservation Plan Map- 2005**

### **Legend**

- Ag Preservation Plan**
  - Preservation Area
  - Transition Area
  - Development Area
- General**
  - Interstate Highway
  - United States Highway
  - State Highway
  - County Highway
  - Town Road
  - Park
  - Parcel Boundaries
  - Town Border

Source:  
This information  
including parcels,  
waterways and  
highways provided  
by the Sauk County  
Mapping Department.  
Ag Preservation  
information provided  
by the Sauk County  
Department of Planning  
and Zoning.

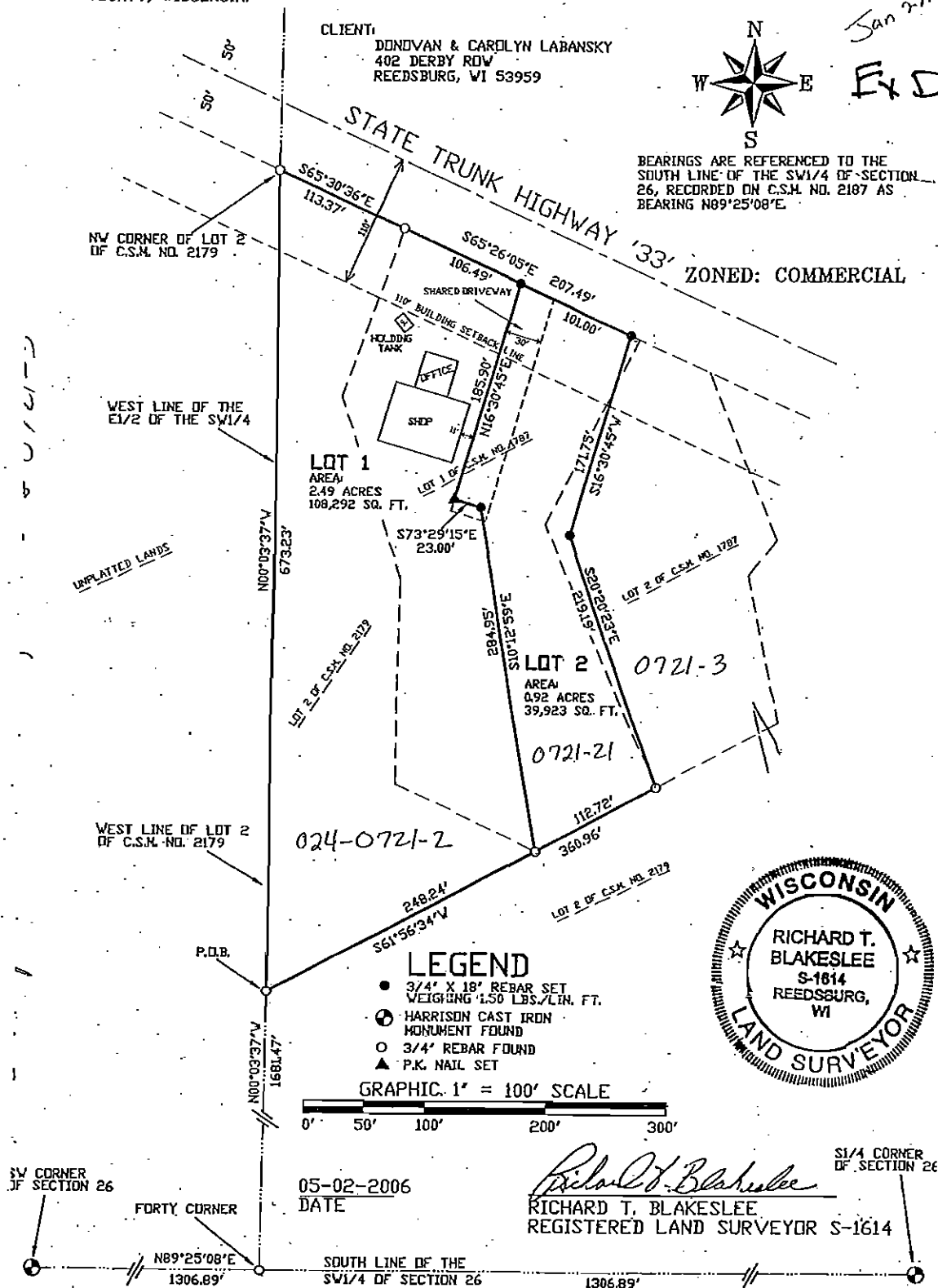


A PARCEL OF LAND BEING PART OF LOT 2 OF C.S.M. NO. 2179 AND PART OF C.S.M. NO. 1787, LOCATED IN THE NE1/4-SW1/4 OF SECTION 26, T13N R3E, TOWN OF LAVALLE, SAUK COUNTY, WISCONSIN.

San 27nd  
FxD

BEARINGS ARE REFERENCED TO THE  
SOUTH LINE OF THE SW1/4 OF SECTION  
26, RECORDED ON C.S.M. NO. 2187 AS  
BEARING N89°25'08"E.

ZONED: COMMERCIAL



598

Vol. 30 pg 5409

V30-5409



E E

TOWN OF LA VALLE

314 STATE HWY 33/58 PO BOX 30

LA VALLE, WI. 53941

PHONE: 608-985-7695

FAX: 608-985-7686

EMAIL: tnvl@mwt.net

Brian Simmert  
Sauk County Conservation, Planning and Zoning Office  
Sauk County West Square Building  
Baraboo, WI 53913

Re: Petition 4-2013 (Rezone) Donovan & Carolyn Labansky, Owners, Nick McCann, Agent

Dear Mr. Simmert,

The Town of LaValle Plan Commission on February 7, 2013 and the Town Board on February 11, 2013, confirmed its previous recommendations for Sauk County approval of Petition 4-2013 to rezone lands in the Town of LaValle owned by Donovan & Carolyn Labansky from a Commercial and an Agricultural Zoning District to a Recreational-Commercial zoning district.

Previously discussions were held with Steve Sorenson of your Department on alternatives that would allow the family entertainment center including an indoor arcade, inflatable structure area, and facilities for party rentals with possible future inclusion of an outdoor mini-golf course and batting cages. We considered both rezoning and special exception permits; however after review of those alternatives with Mr. Sorenson, the Town concluded the property should be zoned Recreational-Commercial to accommodate the proposed use of the property.

The Town of LaValle Comprehensive Plan designates the future land use of subject property as Light Commercial. In that Plan there was no distinction made between recreation-commercial, light commercial, or commercial but all lumped together in one designation as light commercial. The Plan states (on page 106) that Compatible County Zoning with the designated Light Commercial includes Recreational-Commercial, Commercial, and Agricultural. As such the rezoning of the subject property conforms to the Town's Comprehensive Plan. At this time we don't believe is in the best interest of the Town to designate more detailed future land uses in our Plan.

We trust that Sauk County will consider the Town's recommendation for approval of this rezoning to accommodate this viable business.

Sincerely,



Beverly Vaillancourt

Chair, Town of LaValle Town Board

RESOLUTION NO. 18-13

**Authorizing the Purchase of Replacement Electronic Fingerprint  
Scanning Equipment**

**WHEREAS**, the Sauk County Sheriff's Department is required by State Law to obtain  
finger prints; and,

**WHEREAS**, currently, fingerprints are captured through automated scanning devices located in  
the Jail and Court House; and,

**WHEREAS**, these scanners were purchased in 2005 and the hardware is no longer supported by  
the vendor; and,

**WHEREAS**, Cross Match Technologies is the only vendor which manufactures scanners that are  
compatible with Sauk County's current law enforcement records management system interface; and,

**WHEREAS**, the Sheriff's Department, in conjunction with the MIS Department, has researched  
possible solutions; and,

**WHEREAS**, your Executive and Legislative and Law Enforcement and Judiciary Committees  
have reviewed this matter and found it in the best interest of Sauk County to accept the following quotes:

Cross Match Technologies L Scan 500P	22,435.11
Cross Match Technologies L Scan Guardian	<u>10,615.61</u>
Total	33,050.72

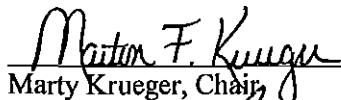
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in  
regular session, that the above-described quote, for the total amount of \$33,050.72 be and hereby is  
accepted by the County of Sauk; and,

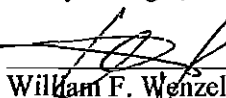
**BE IT FURTHER RESOLVED**, that the Sauk County Management Information Systems  
Coordinator is hereby delegated the authority to sign any contracts related to the purchase and installation  
of said equipment on behalf of Sauk County.

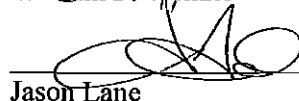
For consideration by the Sauk County Board of Supervisors on March 19, 2013


Respectfully submitted,

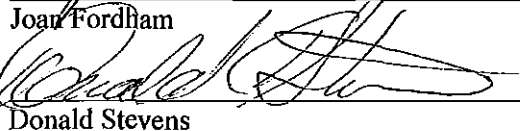
**Executive and Legislative Committee**

  
Marty Krueger, Chair

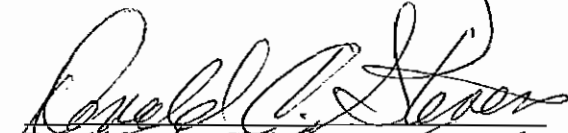
  
William F. Wenzel

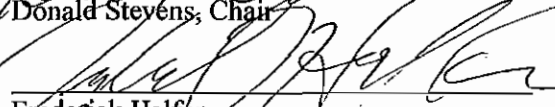
  
Jason Lane

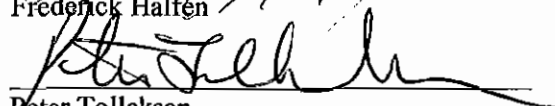
  
Joan Fordham

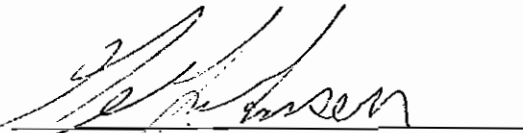
  
Donald Stevens

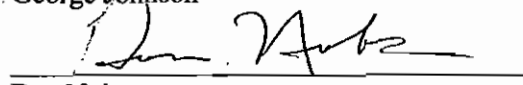
**Law Enforcement and Judiciary Committee:**

  
Donald Stevens, Chair

  
Frederick Halfen

  
Peter Tollaksen

  
George Johnson

  
Don Nobs

**Fiscal Note:** The 2013 MIS budget for the Sheriff's Department includes \$37,000 for the replacement of these scanners. *213*

The above quoted prices include installation and training.

Ongoing annual support is estimated to \$4050 for the two units.

**MIS Note:** The MIS department has verified the compatibility of these units with the Sheriff's Departments existing system interface.

**RESOLUTION 19 - 2013**  
**Gratefully Accepting Donations and Gifts Presented to Sauk County in 2012**

**WHEREAS**, Sauk County annually receives significant donations from many entities, including clients, service recipients and their families, and businesses; and,

**WHEREAS**, these donations, including goods and services, benefit the overall good of the Sauk County public by enhancing educational programs, purchasing items for client use, and providing services for clients; and,

**WHEREAS**, use of donations assists Sauk County in providing important services for various public purposes that promote the public good, while minimizing the impact to the property tax; and,


**WHEREAS**, state statute requires the County Board to accept all donations: "the board may accept donations, gifts or grants for any public governmental purpose within the powers of the county" Wis. Stat. § 59.52(19).

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session that Sauk County gratefully accepts the donations summarized as attached and expresses its appreciation to their donors.

For consideration by the Sauk County Board of Supervisors on March 19, 2013.

Respectfully submitted:

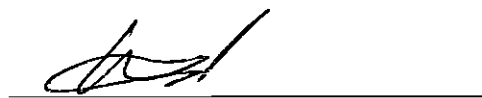
**SAUK COUNTY FINANCE COMMITTEE**

  
Tommy Lee Bychinski, Chairperson

  
Joan Fordham

  
Andrea Lombard

  
Jason Lane

  
William F. Wenzel

**Fiscal Note:** Budgeted donations in 2012 totaled \$132,500, which offsets the property tax levy. Actual donations of cash were \$108,368, as well as many other non-monetary donations of goods and services. *KPB*

**MIS Note:** No MIS impact.

# DONATIONS RECEIVED BY SAUK COUNTY - 2012

	RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
Admin	Kay Bainbridge	Print of Sauk County Courthouse		\$ 100.00
	TOTAL DONATED TO ADMINISTRATION:			\$ 100.00

Conservation Planning & Zoning	RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
	State Bank of Cazenovia	Money Order	Youth Conservation Days	\$ 25.00
	Village Family Dental	Check #51910	Youth Conservation Days	\$ 25.00
	American Legion Post 167			
	Kuoni Reuter Post	Check #1888	Youth Conservation Days	\$ 25.00
	Greenwood Financial Services	Check #2288	Youth Conservation Days	\$ 50.00
	Foremost Farms, Inc.	Check #102120	Youth Conservation Days	\$ 75.00
	The Metal Center, Inc.	Cash	Youth Conservation Days	\$ 20.00
	DL Gasser Construcion	Check #501012107	Youth Conservation Days	\$ 100.00
	Ray Zobel & Sons Inc	Check #31181	Youth Conservation Days	\$ 35.00
	Holtz Lime, Gravel & Exc	Check #20023	Youth Conservation Days	\$ 25.00
	Orthodontic Specialists	Check #15744	Youth Conservation Days	\$ 30.00
	Lakeside Foods Inc.	Check #2835	Youth Conservation Days	\$ 100.00
	Baraboo National Bank	Check #033278	Youth Conservation Days	\$ 75.00
	David Stalz	Check #1651	Youth Conservation Days	\$ 100.00
	Wisconsin Smallmouth Alliance			
		Check #1158	Youth Conservation Days	\$ 500.00
	Redlin Funeral Home	Check #50641	Youth Conservation Days	\$ 100.00
	American Legion Auxiliary Unit 26	Check #1007	Youth Conservation Days	\$ 10.00
	Downtown Family Dental of Baraboo	Check #5084	Youth Conservation Days	\$ 50.00
	Sauk County Farm Bureau Co-Op	Check #1620	Youth Conservation Days	\$ 50.00
	Saputo Cheese	Check #32003179	Youth Conservation Days	\$ 25.00
	Sauk County Sportsmans	Money Order	Youth Conservation Days	\$ 75.00
	Dellon Sportsmen's Club	Check #4792	Youth Conservation Days	\$ 50.00
	Merrimac Conservation Club	Check 4956	Youth Conservation Days	\$ 100.00
	Culver's	800 Concrete Mixer Certs	Youth Conservation Days	
	United Cooperative	Check #177954	Youth Conservation Days	\$ 100.00
	Greater Sauk County Community Foundation	Check #2311	Youth Conservation Days	\$ 250.00
	Ladies Auxiliary of Greenwood	Check 1631	Youth Conservation Days	\$ 200.00
	Rodney Regel Mem Fund	Check 102	Youth Conservation Days	\$ 250.00
TOTAL DONATED TO CONSERVATION, PLANNING & ZONING:				\$ 2,445.00

SHERIFF	RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
	Greater Sauk Cty Community Foundation	Check	Project Lifesaver Expenses	\$ 4,054.07
	Greater Sauk Cty Community Foundation	Check	Project Lifesaver Expenses	\$ 313.55
	Greater Sauk Cty Community Foundation	Check	Project Lifesaver Expenses	\$ 377.32
	Project Lifesaver	Refund	Project Lifesaver Expenses	\$ 1,215.00
	TOTAL DONATED TO SHERIFFS DEPARTMENT:			\$ 5,959.94

	RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
Parks	Craig Woodhouse	\$50.00	Expression of gratitude for assistance in rescue while kayaking at White Mound Lake	\$ 50.00
TOTAL DONATED TO PARKS DEPARTMENT:				\$ 50.00

# **DONATIONS RECEIVED BY SAUK COUNTY - 2012**

RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
Greater Sauk Co. Community Foundation	Monetary donation	Car/Booster Seal Program	\$ 500.00
Greater Sauk Co. Community Foundation	Monetary donation	Dental Program - Mayo Stand, Spin Brush, Timers etc Dental supplies	\$ 1,000.00
St. Clare Foundation	Monetary donation	Car Seat Program	\$ 750.00
St. Clare Foundation	Monetary donation	WIC Dental Fluoride Program	\$ 2,000.00
Sauk Prairie Memorial Hospital Foundation	Monetary donation	Car Seat Program	\$ 750.00
Sauk Prairie Memorial Hospital Foundation	Monetary donation	School Dental Sealant Program	\$ 1,000.00
Walmart	Diapers, tooth paste, shampoo, body wash, baby items, soap, laundry deterg., bandaides, knee braces, cold&hot packs.	Items for PH, PNCC & MCH programs	\$ 360.00
St. Clare Foundation	Monetary donation	Community Care Voucher Program	\$ 2,500.00
Walmart	Diapers, tooth paste, shampoo, body wash, baby items, soap, laundry deterg., bandaides, knee braces, cold&hot packs.	Items for PH, PNCC & MCH programs	\$ 617.00
Greater Sauk Co. Community Foundation	Monetary donation	Foot Clinic Supplies	\$ 1,000.00
Baraboo Food Pantry	6 cases of Osmolite (like Ensure)	To give to needy clients	\$ 300.00
Walmart	Diapers, bandaides, shampoo, conditioner, body wash, Lysol, toothbrushes, toothpaste, handsoap, feminine pads, laundry detergent, toilet paper, deodorant, sippy cups, rolled gauze and hair clips	Items for PH, PNCC & MCH programs	\$ 319.60
Walmart	Diapers, baby wipes, toilet paper, baby items (sippy cups, cup holders & food holders, feminine hygiene products, soap detergent)	Items for PH, PNCC & MCH programs	\$ 419.77
Rural Wisconsin Health Cooperative	Monetary donation	Supplies for Immunizations & 1 project	\$ 2,980.00
Walmart	Shampoo, conditioner, deodorant, cleaning supplies (lysol, sponges, soft scrub) Hand soap, toilet paper, bandaides, toothpaste, clothes hangers, feminine hygiene supplies, body wash, 2 cloth bags (purses)	Items for PH, PNCC & MCH programs	\$ 536.74
Baraboo Area United Fund	Monetary donation	Community Care Voucher program	\$ 4,000.00
WDA Foundation (Wisconsin Dental Foundation) 10/26/12	Toothbrushes 72 Adult, 72 Adult Sensitive, 504 Youth, 216 Child 5-7 and 144 Child 2-4, 1008 tooth pastes	Supplies for Dental program in Sauk County	\$ 350.00
Walmart	Shampoo, Body wash, laundry detergent, bandaides, toilet paper, breast pads, toothpaste, cosmetic bags, Dawn dish soap, baby wipes, bottles, clothes hangers	Items for PH, PNCC & MCH programs	\$ 486.23
Greater Sauk Co. Community Foundation	Monetary donation	Seal A Smile supplies - Curing light, Spin brushes, timers & dental supplies	\$ 1,000.00
Baraboo Area United Fund	Monetary donation	Community Care Voucher Program	\$ 4,000.00
Sharon McClearn	Monetary donation	\$85 cash & #1299 @\$25.00 (C. Busch), #6388 \$20.00 (V. Ramsey) Donation from Don McClearn's Memorial 01/07/13	\$ 130.00
St. Vincent DePaul	32 Baby Layettes	PNCC & MCH programs - All new moms & babies receive 2 homemade quilts, pkg diapers, socks, 3-5 ozles, baby wipes, baby powder, baby shampoo, diaper bag, bibs, wash clothes, 2 baby towels, 3-4 outfits, 2-3 receiving blankets, sweater set and gift for Mom. (approx \$180 each)	\$ 5,760.00
<b>TOTAL DONATED TO HEALTH DEPARTMENTS:</b>			<b>\$ 30,759.34</b>

# **DONATIONS RECEIVED BY SAUK COUNTY - 2012**

RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
Older Americans Act Program Participants	Monetary Donation	For the Benefit of the Older Americans Act Programs	\$ 1,024.55
Joan Premo	Monetary Donation	For the Benefit of the Passengers of the Volunteer Escort Driver Program	\$ 100.00
Older Americans Act Information & Assistance Participants	Monetary Donation	For the Benefit of the Older Americans Act Information & Assistance Program	\$ 707.75
Elder Benefit Specialist Program Participants	Monetary Donation	For the Benefit of the Elder Benefit Specialist Program	\$ 36.75
Joan Litscher	Monetary Donation	For the Benefit of the Elder Benefit Specialist Program	\$ 100.00
Congregate (Dining Center) Program Participants	Monetary Donation	For the Benefit of the Congregate (Dining Center) Program	\$ 26,087.90
Home Delivered Lunch Program Participants	Monetary Donation	For the Benefit of the Home Delivered Lunch Program	\$ 47,657.59
Mary Zelinski, Ph.D.	Monetary Donation	For the Benefit of the Home Delivered Lunch Program	\$ 300.00
Carol Hehenberger	Monetary Donation	For the Benefit of the Home Delivered Lunch Program	\$ 100.00
Prevention Program Participants	Monetary Donation	For the Benefit of the Prevention Programs	\$ 40.00
St. Clare Hospital	Monetary Donation	For the Benefit of the ADRC Programs	\$ 25.00
AddLIFE Today! Program, News Magazine Assembly Lunches by Local Private Providers	Item Donation	(100) Lunches Provided to the AddLIFE Today! News Magazine Assembly Volunteers	\$ 500.00
Christy L. Worley	Item Donation	(1) Three-Wheeled Walker	\$ 80.00
Dining Center Volunteers	In-Kind Donation	(8159) Hours Dining Center Volunteers Provided Service to Dining Center Participants	\$ 151,920.58
Home Delivered Lunch Volunteers	In-Kind Donation	(5805) Hours Home Delivered Lunch Volunteers Delivered Lunches to Participants	\$ 108,089.10
Volunteer/Veteran Escort Drivers	In-Kind Donation	(4038) Hours Volunteer/Veteran Escort Drivers Transported Passengers	\$ 75,187.56
Experience Works Participants	In-Kind Donation	(1812) Hours Experience Works Participants Volunteered for ADRC Programs	\$ 33,739.44
Volunteer Tax Coordinator Kent Lamkins and AARP Tax Preparers	In-Kind Donation	(1480) Hours AARP Tax Preparers Provided Free Tax Preparation for Sauk County Citizens	\$ 27,557.60
W2 Participants	In-Kind Donation	(1300) Hours W2 Participants Volunteered for ADRC Programs	\$ 24,206.00
Clerical Volunteers	In-Kind Donation	(846) Hours Clerical Volunteers Provided Service for ADRC Programs	\$ 15,752.52
AddLIFE Today! New Magazine Assembly Volunteers	In-Kind Donation	(465) Hours AddLIFE Today! Volunteers Assembled the News Magazine for Subscribers	\$ 8,658.30
LivingWell with Chronic Conditions Lay Leader	In-Kind Donation	(28) Hours the Lay Leader Volunteered for the LivingWell with Chronic Conditions Program	\$ 521.36
<b>TOTAL DONATED TO ADRC DEPARTMENT:</b>			<b>\$ 522,392.00</b>

RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
Sauk County Home & Community Education	Check	Dressed for Success exhibit donation	\$100
Adams County Home & Community Education	Check	Dressed for Success exhibit donation	\$100
<b>TOTAL DONATED TO UW-EXTENSION DEPARTMENT:</b>			<b>\$ 200.00</b>

# **DONATIONS RECEIVED BY SAUK COUNTY - 2012**

	RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
Human Services	Anonymous	Toys	Donation to HS clients	\$ 200.00
	Anonymous	Mens Winter Coat	Donation to HS clients	\$ 50.00
	NUK	58 boxes of NUK products (pacifiers, bottles, sippy cups, silverware, etc)	Donation to HS clients	\$ 2,750.00
	Buford Mallo	Full Size Bed	Donation to HS clients	\$ 200.00
	Robert Brooks, Baraboo Seventh Day Adventist Church	2 boxes of food and a few toys	Donation to HS clients	\$ 50.00
	Jan Schweiger	clothing/bedding	Donation to HS clients	\$ 164.00
	Phil & Debbie Raupp	household and miscellaneous items	Donation to HS clients	\$ 500.00
	Lin & Gene Hackbarth	miscellaneous items	Donation to HS clients	\$ 500.00
	Jerry & Myrna Williams	household and miscellaneous items	Donation to HS clients	\$ 500.00
	Amber Leis	hygiene products	Donation to HS clients	\$ 250.00
	Stephanie Box	stuffed animals and George Foreman Indoor Grill	Donation to CSP program	\$ 300.00
	Slumberland	10 twin beds and frames	Donation to HS clients	\$ 2,500.00
	Sauk County HCC employees	Gifts and food for five families	Donation to HS families	\$ 1,250.00
	St. Peter's Church, Loganville	Table w/4 chairs, payment for HSED testing, gas cards, gift cards, electric skillet, new clothes, vehicle repair, microwave, pay off title loan plus interest, kitchen chairs, diapers, booster chair and tray, high chair, two turkey dinners, five halloween costumes, 40 quilts, walker, bathtub ring,	Donation to HS clients	\$ 5,347.83
	Sauk Prairie Church	Clothing, diapers,	Donation to HS clients	\$ 500.00
	Wagner Foundation	Clothing, household items, tires, medicine, etc.	Donation to HS clients	\$ 8,581.39
	Consumer Advisory Committee	Check	Donation to CSP program for pill boxes	\$ 500.00
	<b>TOTAL DONATED TO HUMAN SERVICES DEPARTMENT:</b>			<b>\$ 24,143.22</b>

	RECEIVED FROM	ITEM RECEIVED	PURPOSE	VALUE
Health Care Center	Various staff members, volunteers, family members, resident council, HCC Foundation, Richland Pharmacy and Paul Corcoran, Sauk County Child Support	Candy donation	Easter Egg Hunt	\$ 1,762.00
	Mary Ellen Murray	Cash donation	Flowers for the facility garden areas	\$ 200.00
	Jerry and Mary Zuehke	3 gallons of ice cream	Ice Cream for the pie social and ice cream social	\$ 20.00
	Dawn Drea	Lawn decorations	Outdoor garden on River Valley	\$ 100.00
	Lakeside foods	Sweet Corn	Resident/Staff Corn Boil	\$ 45.00
	Various staff, businesses, families and friends	Candy donations	Safe Halloween	\$ 1,874.00
	Methodist Church Group	Various gifts	Resident Christmas gifts	\$ 200.00
	Anonymous	Slippers	Resident use	\$ 125.00
	Reedsburg Women's Group	Gifts	Resident Christmas gifts	\$ 200.00
	SCHCC Staff	Christmas gifts	Resident Christmas gifts	\$ 1,000.00
	Reedsburg FFA	Fruit	Treats for staff/residents	\$ 90.00
	Memory of Loren Olson	Monetary	Money for activity use	\$ 100.00
	Memory of Rhinehart	Monetary	Money for activity use	\$ 25.00
	Anonymous	Monetary	Money for activity use	\$ 177.00
	Runick Metal	Monetary	Money for activity use	\$ 31.05
	Sauk County Health Care Center Foundation	Monetary	Paid for aviary, aquarium maintenance, recognition for staff, newspaper & magazine subscriptions	\$ 3,469.09
	<b>TOTAL DONATED TO HEALTH CARE CENTER:</b>			<b>\$ 9,418.14</b>

**GRAND TOTAL \$ 696,467.64**



ORDINANCE NO. 5 -13

**APPROVING REAUTHORIZATION OF WORKERS COMPENSATION SELF-  
INSURANCE FOR JANUARY 1, 2013 to DECEMBER 31, 2015**

**WHEREAS**, Sauk County is a qualified political subdivision of the State of Wisconsin;  
and,

**WHEREAS**, the Wisconsin Worker's Compensation Act provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment; and,

**WHEREAS**, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and,

**WHEREAS**, the Property and Insurance Committee at its March 2013 meeting approved the continuation of the self-insured worker's compensation program, in compliance with Wisconsin Administrative Code DWD § 80.60(3); and,

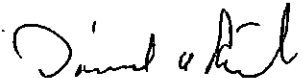
**NOW, THEREFORE BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the following are adopted for the policy period January 1, 2013, through December 31, 2015 as follows:

1. Provide for continuation of a self-insured worker's compensation program that is currently in effect; and,
2. Authorize the Safety/Risk Manager to forward certified copies of this resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development.

For consideration by the Sauk County Board of Supervisors on March 19th, 2013.

Respectfully submitted,

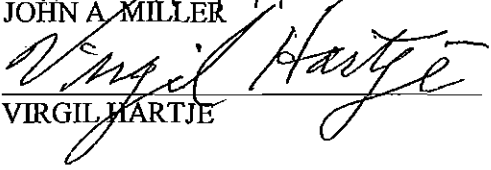
**SAUK COUNTY PROPERTY AND INSURANCE COMMITTEE**

  
\_\_\_\_\_  
DAVID A. RIEK, CHAIR

  
\_\_\_\_\_  
GEORGE F. JOHNSON

  
\_\_\_\_\_  
SCOTT VON ASTEN

  
\_\_\_\_\_  
JOHN A. MILLER

  
\_\_\_\_\_  
VIRGIL HARTJE

Fiscal Note: No Fiscal Impact. *KPB*  
Information System Note: No information system impact.

RESOLUTION NO. 20-2013

AUTHORIZING ISSUANCE OF QUIT CLAIM DEED TO CERTAIN LANDS IN THE  
TOWN OF WOODLAND TO HELENE FULL

WHEREAS, Sauk County has previously taken tax title to certain lands described as:

Town of Woodland, Summit Addition to Branigar's Dutch Hollow Lake, Lot 425, ' more particularly described in Sauk County Register of Deeds at: Document #918680; and Document #811073; and Reel 183, Image 264 (Parcel # 044-1419-00000)

WHEREAS, your Committee has previously advertised the sale and appraised value of said property for three successive weeks prior to January 31, 2013, as a Class III Notice under Chapter 985 of the Wisconsin Statutes, but said property remains unsold; and

WHEREAS, Helene Full has offered to purchase said property for an amount equaling or exceeding the appraised value of said lot, offering the sum of \$5,174.00, the appraised value of said property having been placed at \$5,174.00; and,

WHEREAS, Sauk County is now authorized by S.75.69 of the Wisconsin Statutes to sell any parcel remaining unsold which was so previously advertised, as long as the price received meets or exceeds the advertised aggregate appraised value placed thereon.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors met in regular session that the Sauk County Clerk be and hereby is authorized and directed, having received \$5,174.00 on February 25, 2013, to issue a quit claim deed to Helene Full for the below described property:

Town of Woodland, Summit Addition to Branigar's Dutch Hollow Lake, Lot 425, more particularly described in Sauk County Register of Deeds at: Document #918680; and Document #811073; and Reel 183, Image 264 (Parcel # 044-1419-00000)

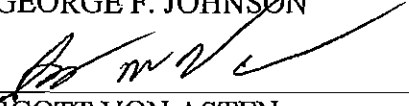
For consideration by the Sauk County Board of Supervisors on March 19, 2013.

Respectfully submitted,

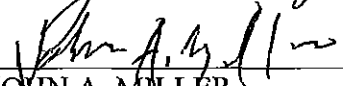
SAUK COUNTY PROPERTY AND INSURANCE COMMITTEE:

  
\_\_\_\_\_  
DAVID A. RIEK, Chairperson

\_\_\_\_\_  
GEORGE F. JOHNSON

  
\_\_\_\_\_  
SCOTT VON ASTEN

  
\_\_\_\_\_  
VIRGIL HARTJE

  
\_\_\_\_\_  
JOHN A. MILLER

FISCAL NOTE: Funds received provide sufficient revenue to reimburse Sauk County for its cost invested in the property. *RLB*

MIS NOTE: No impact

RESOLUTION NO. 21-2013

AUTHORIZING ISSUANCE OF QUIT CLAIM DEED TO CERTAIN LANDS IN THE  
TOWN OF DELLONA TO DEBRA L. BURDICK AND DAVID R. LEONARD

WHEREAS, Sauk County has previously taken tax title to certain lands described as:

Town of Dellona, S 23-13-5 Prt SW SE = CSM #4150 Lot 1, more particularly  
described in Sauk County Register of Deeds at Document #732625. 10.00 acres  
(Parcel # 006-0507-10000)

WHEREAS, your Committee has previously advertised the sale and appraised value of  
said property for three successive weeks prior to January 31, 2013, as a Class III Notice under  
Chapter 985 of the Wisconsin Statutes, but said property remains unsold; and

WHEREAS, Debra L. Burdick and David R. Leonard have offered to purchase said  
property for an amount equaling or exceeding the appraised value of said lot, offering the sum of  
\$24,005.00, the appraised value of said property having been placed at \$24,000.00; and,

WHEREAS, Sauk County is now authorized by S.75.69 of the Wisconsin Statutes to sell  
any parcel remaining unsold which was so previously advertised, as long as the price received  
meets or exceeds the advertised aggregate appraised value placed thereon.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors  
met in regular session that the Sauk County Clerk be and hereby is authorized and directed,  
having received \$24,005.00 on March 5, 2013, to issue a quit claim deed to Debra L. Burdick  
and David R. Leonard for the below described property:

Town of Dellona, S 23-13-5 Prt SW SE = CSM #4150 Lot 1, more particularly  
described in Sauk County Register of Deeds at Document #732625. 10.00 acres  
(Parcel # 006-0507-10000)

For consideration by the Sauk County Board of Supervisors on March 19, 2013.

Respectfully submitted,

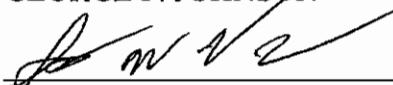
SAUK COUNTY PROPERTY AND INSURANCE COMMITTEE:

  
\_\_\_\_\_  
DAVID A. RIEK, Chairperson

  
\_\_\_\_\_  
VIRGIL HARTJE

\_\_\_\_\_  
GEORGE F. JOHNSON

  
\_\_\_\_\_  
JOHN A. MILLER

  
\_\_\_\_\_  
SCOTT VON ASTEN

FISCAL NOTE: Funds received provide sufficient revenue to reimburse Sauk County for its cost invested in the  
property. *RPB*

MIS NOTE: No impact

RESOLUTION NO. 22-2013

**AUTHORIZING ISSUANCE OF QUIT CLAIM DEED TO CERTAIN LANDS IN THE TOWN OF WOODLAND TO CHRISTOPHER J. PAULI AND JENNIFER L. PAULI**

**WHEREAS**, Sauk County has previously taken tax title to certain lands described as:

Town of Woodland, Matterhorn Addition to Branigar's Dutch Hollow Lake, Lot 283, more particularly described in Sauk County Register of Deeds at: Reel 578, Image 649; and Volume 370, Page 490 (Parcel # 044-1107-00000)

**WHEREAS**, your Committee has previously advertised the sale and appraised value of said property for three successive weeks prior to December 31, 2010, as a Class III Notice under Chapter 985 of the Wisconsin Statutes, but said property remains unsold; and

**WHEREAS**, Christopher J. Pauli and Jennifer L. Pauli have offered to purchase said property for an amount equaling or exceeding the appraised value of said lot, offering the sum of \$1,300.00, the appraised value of said property having been placed at \$1,300.00; and,

**WHEREAS**, Sauk County is now authorized by S.75.69 of the Wisconsin Statutes to sell any parcel remaining unsold which was so previously advertised, as long as the price received meets or exceeds the advertised aggregate appraised value placed thereon.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors met in regular session that the Sauk County Clerk be and hereby is authorized and directed, having received \$1,300.00 on February 22, 2013, to issue a quit claim deed to Christopher J. Pauli and Jennifer L. Pauli for the below described property:

Town of Woodland, Matterhorn Addition to Branigar's Dutch Hollow Lake, Lot 283, more particularly described in Sauk County Register of Deeds at: Reel 578, Image 649; and Volume 370, Page 490 (Parcel # 044-1107-00000)

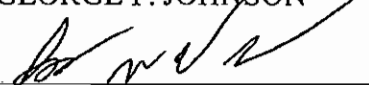
For consideration by the Sauk County Board of Supervisors on March 19, 2013.

Respectfully submitted,

**SAUK COUNTY PROPERTY AND INSURANCE COMMITTEE:**

  
\_\_\_\_\_  
DAVID A. RIEK, Chairperson

\_\_\_\_\_  
GEORGE F. JOHNSON

  
\_\_\_\_\_  
SCOTT VON ASTEN

  
\_\_\_\_\_  
VIRGIL HARTJE

  
\_\_\_\_\_  
JOHN A. MILLER

**FISCAL NOTE:** Funds received provide sufficient revenue to reimburse Sauk County for its cost invested in the property. *KRB*

**MIS NOTE:** No impact