

Agenda
Sauk County Board of Supervisors - Regular Meeting

DATE: Monday, February 20, 2012

TIME: 6:00 p.m.

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

Special Meetings:

5:50 p.m., **Finance Committee** in the Gallery of County Board Room #326A to consider:

1. Approval of County vouchers

Regular Sauk County Board of Supervisors Meeting

1. Call to order regular meeting.
2. Roll call.
3. Certify compliance with Open Meeting Law.
4. Invocation and pledge of allegiance.
5. Adoption of agenda.
6. Approval of minutes of previous meeting.
7. Scheduled appearances:
 - a. David Frank, CEO American Players Theatre
8. Public comment – 3 minute limit: Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Chair.
9. Communications:
 - a. County Board Chair letter to Pat Schramm, Executive Director Workforce Development Board of South Central Wisconsin, giving notice of appointments of Fred Hebert and Paul Dietmann, three year terms ending 12/31/2014.
10. Bills & referrals.
11. Claims.

12. Appointments:
2012 Township Emergency Fire Wardens (PAGES 7 – 10)

Aging & Disability Advisory Committee:

Citizen members, 3 year terms expire 05/20/2014

Janice Brown, Reedsburg (also serves on Transportation Coordination Committee)

Vern Demers, Spring Green, (also serves on Transportation Coordination Committee)

Eileen Klepper, Merrimac, (also serves on Transportation Coordination Committee)

Transportation Coordination Committee:

Consumers – (older adults)

Janice Brown, Reedsburg, (Replacing Betty Durst), 3 year expires 5/20/2014

(also serves on ADRC Advisory Committee)

Vern Demers, Spring Green, (Replacing Ralph Soeldner), 3 year expires 5/20/2014

(also serves on ADRC Advisory Committee)

Eileen Klepper, Merrimac, (Replacing Darwin Nelson), 3 year expires 5/20/2014

(also serves on ADRC Advisory Committee)

Department of Human Services: Dan Brattset 1 year expires 08/21/2012

Aging & Disability Resource Center (ADRC), Information &

Assistance (I & A), Lead Worker: Jim Pritzkow 1 year expires 08/21/2012

Transportation Providers:

Alan Wildman II, Sauk-Prairie Transit 1 year expires 08/21/2012

Richard Running, Baraboo Taxi (Running Inc.) 1 year expires 08/21/2012

South Central Wisconsin Workforce Development Board:

Re-Appointment Fred Hebert, representing weatherization programs,

3 year term expires 12/31/2014

New Appointment Paul Dietmann, representing finance/agriculture,

3 year term expires 12/31/2014

13. Unfinished Business.

14. Reports - informational, no action required:

- Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
 - a. **Petition 3-2012, Applicant:** Sauk County Conservation, Planning & Zoning Department; **Project Location:** Townships of La Valle, Reedsburg and Winfield; **Current Zoning:** n/a; **Proposed Zoning:** Zoning Text Change, Chapter 9 Floodplain Zoning Ordinance/moratorium. (PAGES 11-14)
- Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.
- Marty Krueger, County Board Chair
- Kathryn Schauf, Administrative Coordinator
 - Update on West Square Building Space study.
 - Proposed regionalization of CDBG funds.

15. Consent Agenda:

- Page #** **COMMITTEE:**
HUMAN SERVICES BOARD:
- 15 Resolution 6 -2012 Commending Julaine Allen For Over Eighteen Years Of Faithful Service To The People Of Sauk County.
- UW EXTENSION, ARTS & CULTURE:**
- 16-17 Resolution 7-2012 Commemorating The 100th Anniversary Of Cooperative Extension, A Division Of The University Of Wisconsin – Extension.

16. Resolutions & Ordinances:

- Page #** **COMMITTEE:**
COMMUNICATIONS INFRASTRUCTURE:
- 18-26 Resolution 8 -2012 Approving Amendment To Agreement With The Reedsburg Utility Commission For The Exchange Of Certain Facilities.
- 27-39 Resolution 9-2012 Approving Tower Lease Agreement With Iowa County.
- EXECUTIVE & LEGISLATIVE:**
- 40-44 Resolution 10-2012 Authorizing The Purchase Of Microsoft Desktop Operating Systems Under Sauk County's Existing Microsoft Enterprise Agreement (EA)
- FINANCE:**
- 45 Resolution 11-2012 Amending The 2011 Budget To Appropriate \$90,259 Pursuant To An Intergovernmental Agreement Between Sauk County, Wisconsin And The Ho-Chunk Nation
- 46-47 Resolution 12-2012 Designating County Depositories; Establishing Investment And Related Financial Procedures.
- HIGHWAY & PARKS:**
- 48-49 Resolution 13-2012 Authorizing Park Director To Request Assistance From The Wisconsin Waterway Commission.
- LAND CONSERVATION and PLANNING, ZONING & LAND RECORDS:**
- 50-51 Resolution 14-2012 Authorizing The Purchase Of A Replacement Vehicle For Conservation, Planning, And Zoning Department.
- LAW ENFORCEMENT & JUDICIARY:**
- 52 Resolution 15-2012 Authorization To Purchase 2012 Detective Squad.

53 Resolution 16-2012 Authorization To Purchase Seven Police Specification Squad Cars.

PLANNING, ZONING AND LAND RECORDS:

54-60 Ordinance 1-2012 Petition 1-2012 Approving The Rezoning Lands In The Town Of La Valle From An Agricultural To A Commercial Zoning District Filed Upon Robert Sand And Troy Rose, Applicant And Property Owner.

61-69 Ordinance 2-2012 Petition 2-2012 Approving The Rezoning Of Lands In The Town Of Franklin From An Exclusive Agricultural To An Agricultural Zoning District Filed Upon Richard And Joanne Vogt, Applicant And Property Owner.

70 Ordinance 3-2012 Amending Chapter 20, Uniform Citation Ordinance Section 20.07(3), Chapter 7: Zoning Ordinance Pertaining To Sign Regulations.

PROPERTY & INSURANCE:

71 Resolution 17-2012 Authorization To Contract With Rutter Installations To Install AND Tandus Flooring US, LLC To Acquire Carpet In The West Square Facilities.

17. Adjournment to a date certain.

Respectfully,



Martin F. Krueger
County Board Chair

County Board members, County staff & the public - provide the County Clerk a copy of:

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

County Board members:

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

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

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: Tuesday, February 14, 2012

Agenda preparation: Marty Krueger, County Board Chair,
with the assistance of Kathryn Schauf, Administrative Coordinator, and Rebecca A.
DeMars, County Clerk

s:/admin/CoBdAgendas/2012/ctybdagendaFEBRUARY222012.doc



COUNTY BOARD CHAIRPERSON

SAUK COUNTY WEST SQUARE BUILDING
505 BROADWAY, ROOM 140
BARABOO, WI 53913
PH: (608) 355-3500

January 27, 2012

Pat Schramm, Executive Director
Workforce Development Board of South Central Wisconsin
3513 Anderson Street, Suite 104
Madison, WI 53704

Dear Pat:

Please let this letter serve as official notice of the following re-appointment and appointment. Both are for three-year terms, ending 12/31/14.

Re-Appointment:

Fred Hebert, Executive Director of Central Wisconsin Community Action Coalition, an agency partner with the Sauk County Job Center - representing *weatherization programs*.

New Appointment:

Paul Dietmann, Asst. Vice-President for Badgerland Financial, who recently left his position with the State of Wisconsin as the Director of the Farm Center for DATCP and was part of the WIRED initiative with the Workforce Development Board - representing *finance/agriculture*.

Should you have any question on these appointments or further need, please don't hesitate to contact me.

Sincerely,
MARTIN F. KRUEGER

Sauk County Board Chairperson

cc: County Clerk

State Of Wisconsin
Department of Natural Resources

EMERGENCY FIRE WARDEN ORGANIZATION LIST
Form 4300-1

Rev. 3-86

JAN 15 2012

To the Honorable:

The 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 2012 and ask your approval of this organization list.

EMERGENCY FIRE WARDENS

Thomas Clark
135 4th Street
Baraboo, WI 53913
Townships served: Baraboo, Fairfield, Greenfield, Pt. Sumpter

Dean Coenen
E9708 Hwy. 60
Sauk City, WI 53583
Townships served: Troy, Prairie du Sac, Honey Creek

Ederer's Do It Best
Angie Merritt
E5663A Cty. Hwy. B
Plain, WI 53577
Townships served: Franklin, Honey Creek, Bear Creek

Al Doering
106 Freedom Street, Box 312
North Freedom, WI 53951
Townships served: Freedom, Baraboo, Excelsior

John/David Ederer
E7410A Mill Road
Spring Green, WI 53588
Townships served: Troy, Honey Creek, Franklin

Marvin Giebel
S2567 Hastings Rd.
Reedsburg, WI 53920
Townships served: Delton

Pam Glaser
River Valley Oil
Box 67, Hwy. 14
Spring Green, WI 53588
Townships served: Spring Green, Troy, & Arena

Rebecca Green
Mirror Lake State Park
E10320 Fern Dell Rd
Baraboo, WI 53913
Townships served: Delton, Dellona

Dori Heim
Reedsburg Police Dept.
200 South Park Street
Reedsburg, WI 53959
Townships served: Reedsburg, Winfield, Excelsior

Val Hoefs
Viking Express
1375 East Main Street
Reedsburg, WI 53959
Townships served: Reedsburg, Excelsior, Ironton, LaValle, Winfield, Dellona

Dale Hudzinski
E8537 County Hwy. P
Wisconsin Dells, WI 53965
Townships served: Delton, Dellona

Joyce Huebsch
S6683 Hillpoint Rd.
Hillpoint, WI 53937
Townships served: Washington

Janet Kemna
P.O. Box 101
110 School Street
Merrimac, WI 53561
Townships served: Merrimac, Caledonia, Greenfield

Sue Kindschi
Kindschi's Korner
150 Main Street
Loganville, WI 53943
Townships served: Franklin, Reedsburg, Washington, Westfield

Charles Kissack
300 Oak St.
Rock Springs, WI 53961
Townships served: Freedom

Dan/Judy Licht
S6566 Co. Hwy. PF
North Freedom, WI 53951
Townships served: Freedom & Excelsior

Donald Lichte
131 S. Park St.
Reedsburg, WI 53959
Townships served: Reedsburg, Winfield, Excelsior

Barbara McCormick
S5373 Durwards Glen Road
Baraboo, WI 53913
Townships served: Greenfield, Fairfield, Caledonia

Phyllis Meister
E4003 Nachriener Hollow Rd.
Plain, WI 53577
Townships served: Bear Creek, Spring Green, Franklin

Barb/Maxine Mueller
P.O. Box 288
LaValle, WI 53941
Townships served: LaValle, Ironton

James Murphy
S2593 Schepp Rd.
Baraboo, WI 53913
Townships served: Fairfield

Darwin Nelson
E12513 Inspiration Dr.
Merrimac, WI 53561
Townships served: Merrimac

Rick Patel
S7551 US. Hwy. 12
North Freedom, WI 53951
Townships served: Sumpter, Baraboo, Honey Creek, Prairie du Sac

Lynn Peterson
Reedsburg Police Dept.
200 South Park Street
Reedsburg, WI 53959
Townships served: Reedsburg, Winfield, Excelsior

Tina Raschein
S8289 Cty. Rd. C
North Freedom, WI 53951
Townships served: Honey Creek, Sumpter, Prairie du Sac

Cynthia Shanks
S7149 Marsh Road
Merrimac, WI 53561
Townships served: Merrimac

Wendell Shore
E237 Cty. Hwy. EE
Wonewoc, WI 53968
Townships served: Woodland

Eva Spear
E12375A Spear Dr.
Merrimac, WI 53561
Townships served: Merrimac

Dennis Sprecher
Consumers Coop Oil
740 Phillips Blvd.
Sauk City, WI 53583
Townships served: Prairie du Sac, Roxbury, Mazomanie

Junior/Amy Sprecher
E 7425 Cty. Rd. C
North Freedom, WI 53951
Townships served: Honey Creek, Franklin

Jeanette Steive
E10499 Cty. Rd. W
Baraboo, WI 53913
Townships served: Baraboo, Freedom, Sumpter

Kevin Stieve
135 4th Street
Baraboo, WI 53913
Townships served: Baraboo, Fairfield, Greenfield

Loren Thering
Loren's Repair
S9004 Valley View Rd.
Loganville, WI 53943
Townships served: Franklin, Honey Creek, Bear Creek

Joan Whitehurst
DHL Owners Assoc.
E2670 Clubhouse Dr.
LaValle, WI 53941
Townships served: LaValle, Woodland and Ironton

Dan/Marj Willis
Lime Ridge Agri Supply
115 Minor Street, PO Box 19
Lime Ridge, WI 53942
Townships served: Washington, Ironton, Westfield, Reedsburg

Randy Winchel
S2348 Cty. Rd. V
Reedsburg, WI 53959
Townships served: Winfield, Reedsburg, Ironton, LaValle

Randy Winchel
DRM Corp
231 W Adams St
Lake Delton, WI 53940
Townships served: Delton

Lester Woolever
S895 Meffert Rd.
LaValle, WI 53941
Townships served: Woodland

Verlin/Mary Zins
E9699 Fuchs Road
Sauk City, WI 53583
Townships served: Troy, Prairie du Sac, Honey Creek

Dodgeville, Wisconsin

January 16, 2012

Department of Natural Resources

By Aaron Young
Area Forestry Leader

By Morton F. Kueger
County Board Chairman

Petition # 3-2012

2012 DEVELOPMENT APPLICATION

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

RECEIVED

FEB 09 2012

SAUK COUNTY CLERK
BARABOO, WISCONSIN

Instructions:

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

ZONING: N/A

NAME OF SUBDIVISION (if applicable) _____

COPY

PROJECT

LOCATION Sauk County

TOWNSHIP

La Valle, Readsburg, Wilfield

PROPERTY
OWNER

APPLICANT Sauk County Conservation, Planning, and Zoning

PHONE

NUMBER 608-355-3245

MAILING

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

SIGNATURE OF APPLICANT

B-8

DATE 2-9-12

Fee Paid

N/A

Receipt #

N/A

(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 Hurtig, Lehman, Borleske, Meier

floodplain zoning ordinance / moratorium / Chapter 4

PROJECT FACTS

NA

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.

A request by Sauk County to consider imposing a moratorium on the development of land affected by a Breach Analysis of the Lake Redstone Dam. 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 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.

Permits approved prior to the adoption of a moratorium ordinance will be allowed to continue, and further, open sided, flood proof, accessory, agricultural buildings may be permitted.

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

The Wisconsin DNR has indicated that it will accept a temporary 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, and at that time, the County can adopt the Dam Failure Analysis and associated zoning thereby bringing the County into compliance.

SAUK COUNTY PLANNING AND ZONING
OWNER'S CONSENT FORM

5

Owner's Name

_____, the sole owner of record of the

property legally described as: N/A

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 _____ and expressly consents to the use of the
Applicant/Owner's Name

subject property for the purpose _____ 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 B. J. for Sauk County
Owner's Name

RESOLUTION NO. 16-12

COMMENDING JULAINE ALLEN FOR
OVER EIGHTEEN YEARS OF FAITHFUL SERVICE
TO THE PEOPLE OF SAUK COUNTY

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, Julaine Allen faithfully served the people of Sauk County as a Psychotherapist and crisis counselor, for over Eighteen years of devotion to her chosen profession; and

WHEREAS, Julaine Allen provided exceptional service which contributed greatly to the safety, stability, and overall wellbeing of children and families; and

WHEREAS, Julaine Allen maintained professional and ethical integrity while serving in a stressful career; and

WHEREAS, Julaine Allen was instrumental in organizing and implementing crisis services which assisted Sauk County residents during several different community crisis events; and

WHEREAS, Julaine Allen greatly contributed to the Sauk County Department of Human Services' professional development and coordination of emergency psychiatric services; and

WHEREAS, Julaine Allen's earthly career abruptly ended January 2, 2012,


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


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


For consideration by the Sauk County Board of Supervisors on February 20, 2012.


Respectfully submitted,

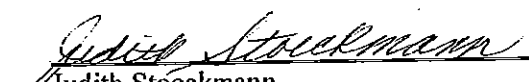
SAUK COUNTY HUMAN SERVICES BOARD



Scott Alexander, Chair

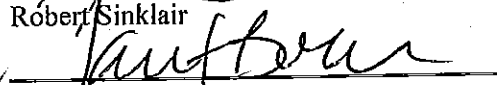

Al Dippel

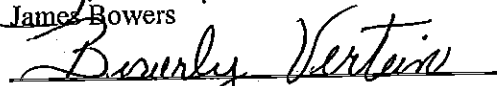

Andrea Lombard



Jean Fordham


Judith Stoeckmann


Robert Sinklair


James Bowers


Beverly Vertein


Karen Fabisiak

RESOLUTION No. 7 - 12

**COMMEMORATING THE 100TH ANNIVERSARY OF COOPERATIVE EXTENSION, A
DIVISION OF THE UNIVERSITY OF WISCONSIN - EXTENSION**

WHEREAS, Ernest L. Luther was appointed as the State of Wisconsin's first County Extension Agent in Oneida County on February 12, 1912, and

WHEREAS, 2012 marks the 100th anniversary of this unique educational partnership between the counties of the State of Wisconsin and Cooperative Extension, and

WHEREAS, this partnership as pioneered in Wisconsin embodies the true meaning of the "Wisconsin Idea" – that the resources and knowledge of the University shall be extended to the people of the state wherever they live and work, and

WHEREAS, the 100th anniversary of Mr. Luther's appointment commemorates the contributions of all Cooperative Extension Educators to the growth and development of the entire state, and

WHEREAS, Cooperative Extension's purpose is to teach, learn, lead and serve, connecting the people with the University of Wisconsin, and engaging with them in transforming lives and communities, and

WHEREAS, the vitality of today's Cooperative Extension programs can be credited to the men and women of vision who accepted the challenge in 1912 to create the Wisconsin County Extension system,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Board hereby commends the UW-Extension, its division of Cooperative Extension, and its local County Extension Educators for their cooperation and support, which allows people of Sauk County to apply the research and knowledge of the University of Wisconsin in their lives, homes, farms, schools and businesses.

AND, BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Kristine Zaballos, UW-Extension, Cooperative Extension.

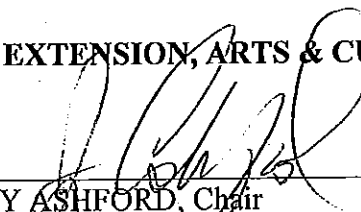
For consideration by the Sauk County Board of Supervisors on February 20, 2012.

RESOLUTION No. 7 - 12

COMMEMORATING THE 100TH ANNIVERSARY OF COOPERATIVE EXTENSION, A DIVISION OF
THE UNIVERSITY OF WISCONSIN - EXTENSION

Respectfully submitted,


UW EXTENSION, ARTS & CULTURE COMMITTEE


JUDY ASHFORD, Chair


DONALD NOBS


DONNA STEHLING


LESTER WIESE, Vice-Chair


JOAN SMOKE

Fiscal Note: No fiscal impact
MIS Note: No impact

PRB

RESOLUTION NO. 8 - 12

**APPROVING AMENDMENT TO AGREEMENT WITH THE REEDSBURG UTILITY
COMMISSION FOR THE EXCHANGE OF CERTAIN FACILITIES**

WHEREAS, by Resolution No. 75-05 the Honorable Sauk County Board of Supervisors authorized an agreement exchanging services with Reedsburg Utility Commission, said exchange providing for defined use of certain fiber optic cable more particularly described in the Exchange of Services Agreement; and,

WHEREAS, Reedsburg Utility Commission and Sauk County have requested changes and updates to the agreement that are mutually beneficial to both parties; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that the amended agreement attached hereto as an Appendix between Sauk County and the Reedsburg Utility Commission is hereby approved.

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

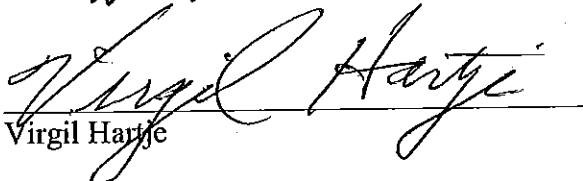
For consideration by the Sauk County Board of Supervisors on February 20th, 2012.

Respectfully submitted by:

COMMUNICATIONS INFRASTRUCTURE COMMITTEE


Tommy Lee Bychinski, Chair


Robert Sinclair


Virgil Hartje

Fiscal Note: No fiscal impact.

Information System Note: No information Systems impact.

EXCHANGE OF FACILITIES AGREEMENT

WHEREAS, Sauk County (hereinafter County) is a political subdivision of the State of Wisconsin with its seat of government in Baraboo, Wisconsin existing pursuant to the Wisconsin Constitution and Wis. Stat. Ch. 59; and,

WHEREAS, the Reedsburg Utility Commission (hereinafter Utility) is a utility created by the City of Reedsburg, Wisconsin, a municipal corporation, said Utility established and existing pursuant to Wis. Stat. Chs. 196 and 197; and,

WHEREAS, the parties hereto are both owners of conduit space, dark fiber, and building space, and it is to the mutual benefit of both parties to provide space to each other upon the following terms and conditions; and,

WHEREAS, in the interest of the mutual benefits accruing to the County and the Utility, it is hereby agreed as follows:

Section 1: Parties:

The parties to this Agreement are Sauk County (hereinafter County), and the Reedsburg Utility Commission (hereinafter Utility), with the respective addresses indicated as follows:

County: Sauk County, 510 Broadway Street, Baraboo, Wisconsin 53913.

Utility: Reedsburg Utility Commission, 501 Utility Court, Reedsburg, Wisconsin 53959.

Section 2: Commencement Date and Basic Agreement:

This amended agreement shall commence on February 20th, 2012 and the parties hereby agree to exchange conduit space, dark fiber, and building space.

Section 3: Obligations of the Parties and Description of Property to Be Exchanged:

3.1 Obligations of the County and Property:

3.1.1 Provide 2 strands of dark fiber from the Happy Hill Tower Site located at E8999 Weinke Road, North Freedom, Wisconsin to the County Highway Shop Cabinet located at 537 K Street in Reedsburg, Wisconsin.

3.1.2 Provide 2 strands of dark fiber from Zobel Substation S2298 CTH Hwy H Reedsburg, Wisconsin to the Lake Delton Tower Site located at E10090 Xanadu Road, Lake Delton, Wisconsin.

3.1.3 Provide 2 strands of dark fiber from Lake Delton Tower Site located at E10090 Xanadu Road, Lake Delton, Wisconsin to the County Courthouse located at 510 Broadway Street, Baraboo, Wisconsin.

3.1.4 Provide 2 strands of dark fiber from the County Courthouse located at 510 Broadway Street, Baraboo, Wisconsin to the Sauk County Law Enforcement Center located at 1300 Lange Court, Baraboo, Wisconsin.

3.1.5 Provide 2 strands of dark fiber from the Sauk County Law Enforcement Center to the Tower Road Tower located at E13487 Tower Road, Baraboo, Wisconsin.

3.1.6 Provide 2 strands of dark fiber from the Merrimac Tower to Vault #42 located on Bluff Road in the Township of Merrimac, Sauk County, Wisconsin.

3.1.7 Provide building occupancy for connectivity needs. Includes interior space at the Happy Hill Tower Site located at E8999 Weinke Road, North Freedom, Wisconsin, Lake Delton Tower Site located at E10090 Xanadu Road, Lake Delton, Wisconsin, the County Courthouse located at 510 Broadway Street, Baraboo, Wisconsin and the Tower Road Site located at E13487 Tower Road, Baraboo, Wisconsin. This includes building entry piping, and termination space in 1-19" rack at each site. The County will allow for 24/7 access to these site. While electrical and HVAC facilities will be available, the County may, as mutually agreed upon, charge the Utility for increased electrical costs, incurred as a result of the Utilities equipment demand. The County will provide patching between termination panels at all sites.

3.1.8 Provide space for RUC antennas to be mounted on the tower at the Happy Hill Tower Site located at E8999 Weinke Road, North Freedom, Wisconsin.

3.1.9 Locating service for fiber optic cable occupying County duct space.

3.1.10 Maintenance and restoration of County owned fiber optic cable occupying County duct space.

3.2 Obligations of the Utility and Property:

3.2.1 Provide duct capacity in the City of Reedsburg for the placement of fiber optic cable. Includes the use of duct and adjacent vaults. This duct space shall provide the County connectivity from Zobel Substation to the County Hwy Shop Cabinet in Reedsburg.

3.2.2 Provide 2 strands of dark fiber from the Utilities K Street cabinet to the County's Human Services Building located at 425 6th Street Reedsburg, Wisconsin.

3.2.3 Provide 2 strands of dark fiber from the Utilities K Street Cabinet in Reedsburg to the point where LaValle Telephone Cooperative's fiber meets with the Reedsburg fiber network.

3.2.4 Provide internet service to the County Courthouse.

3.2.5 Provide building occupancy at the Zobel Substation site located at S2298 CTH Hwy H Reedsburg, Wisconsin. This includes building entry piping, and termination space in 1-19" racks. The Utility will allow for 24/7 access to this site. While electrical and HVAC facilities will be available, the Utility may, as mutually agreed upon, charge the County for increased electrical costs, incurred as a result of the Counties equipment demand.

3.2.6 Provide 2 strands of dark fiber to the Sauk County Solid Waste property, located at E8795B Evergreen Lane, Baraboo, Wisconsin. This connection will take place in conjunction with the build out of the Reedsburg Utility network in 2012.

3.2.7 Locating service for fiber optic cable occupying Utility duct space.

3.2.8 Maintenance and restoration of fiber optic cable occupying Utility duct space.

3.3 Both parties shall provide each other reasonable access to the shared facilities for the purpose of effectuating this agreement. Both parties shall provide reasonable advance notice to the other, or make mutually agreeable arrangements for access to shared facilities, and such access shall not be unreasonably withheld.

3.4 Any facilities added or exchanged between the parties after the start of this agreement shall be addressed by an amendment of this agreement which shall be approved by the governing bodies of the County and the Utility. Both parties agree to reserve capacity in their networks for the future use by each entity. The Sauk County Emergency Management, Buildings & Safety Administrator and the Manager of Reedsburg Utility are authorized to allow for the use of their respective facilities prior to the commencement of an amended agreement for testing purposes.

3.5 Under the terms of this Agreement the Sauk County Emergency Management, Buildings & Safety Administrator may grant the Utility access to 2 strands of fiber (one pair) on the County's ring that the Utility is not currently occupying. Details, costs, and description of these connections are outlined in "Attachment A" under "Future Exchange Considerations".

Section 4: Appraisal of Property in Exchange:

Estimated facility values are denoted in "Attachment A, Exchange of Facilities Agreement, Summary of Appraisal". The monetary amounts noted in "Attachment A" of the items being exchanged are shown for the reason of value comparison only. Both the County and the Utility agree to waive all costs associated with the specific items listed in Attachment A.

Section 5: Maintenance:

The costs for any damage to joint facilities, or costs incurred because of circumstances that result in the relocation of joint facilities, shall be divided between the parties on the basis of the non-owning party's proportional use of the property. The method of determining the proportional use shall be based on the percentage of fiber used by the non-owning party. The percentage of cost related to maintenance shall be billed by the owning party to the non-owning party upon completion and acceptance of the relocation or repair by both parties. Any fiber damage that requires restoration shall be repaired in an expedient manner and with all due diligence that is commercially reasonable in view of the essential public services provided by this agreement. Responses to repairs shall not exceed four (4) hours. If duration of the repair is determined to be detrimental to the non-owning party, both parties shall work in good faith and with all due diligence as provided herein to seek temporary or permanent alternate routing of facilities.

Section 6. General Provisions:

6.1 Payment: Both Parties agree that the cost for any facilities exchanged in the future shall be based on the rates set forth in "Attachment A". Payment for the exchange of any future facilities is to be made annually one year from the date of the agreement being signed, and every subsequent year thereafter on that date. Costs of all future items exchanged will be prorated monthly until the facility or service agreed to is put into or taken out of use. Monetary adjustments for the exchange of future facilities shall be made annually at the commencement date of the contract signing

6.2 Insurance: Each Party shall maintain general liability, workers compensation and umbrella insurance coverage in amounts sufficient to protect both parties from any and all claims, demands, suits or other actions of a private or civil authority with regard to the actions of the other party. Both parties agree that it shall defend, indemnify and hold harmless the other party from the actions of its employees or agents that may give rise to any claim or cause of action that may result from the use of the other party's facilities as provided herein.

6.3 Diggers Hotline: Both Parties shall have all buried plant registered with Digger's Hotline.

6.4 Assignment: Neither party shall be allowed to assign or transfer its rights under this agreement except to a public entity successor that assumes the public service

responsibilities of the party. No transfer to a commercial private entity of any property hereunder shall be made without the express consent of the other party. Notwithstanding, nothing contained herein shall prevent one party from leasing or authorizing the use of its facilities, or incidental commercial use of the shared facilities, to a private commercial entity who enters into a contract with one of the parties.

6.5 Notices: All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to the parties at the address indicated in Section 1.

6.6 Entire Agreement: This Agreement in conjunction with Attachment A constitutes the entire Agreement between the County and Utility. There are no other promises or conditions or any other agreements either oral or written. This Agreement supersedes all prior written or oral agreements between the County and Utility.

6.7 Amendment: This Agreement may be modified or amended if the amendment is made in writing, approved by the respective governing bodies of the parties to this agreement and is signed by both the Utility and the County.

6.8 Severability: If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

6.9 Waiver of Contractual Right: The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

6.10 Applicable Law: This agreement shall be governed by the laws of the State of Wisconsin and the venue for any litigation between the parties and not involving a third party shall be the Sauk County Circuit Court. Notwithstanding, the parties agree that they shall whenever possible seek to resolve differences between them without recourse to litigation, and the parties may mutually agree to mediation, arbitration or alternative dispute resolution.

6.11 Term of Agreement: The term of this agreement shall commence with the commencement date contained herein, and continue in effect for an initial term of five (5) years unless otherwise terminated as provided herein. The agreement shall renew for an additional five (5) year term unless either party shall provide notice to the other at least one hundred and twenty (120) days prior to the expiration date. Should either party withdraw from this agreement, it is understood and agreed that the parties shall work cooperatively to ensure that service is not disrupted, and that both parties are able to comply with their obligations to the public and any third party lessees without disruption in service.

FOR THE COUNTY:

FOR THE UTILITY:

Timothy R. Stieve, Administrator
Sauk County Emergency Management
Buildings & Safety

David Mikonowicz, Manager
Reedsburg Utilities

This agreement replaces and supersedes the original Exchange of Services approved by Sauk County Resolution No. 75-05 and the amendment approved by Resolution no. 135-06.

ATTACHMENT A
EXCHANGE OF FACILITIES AGREEMENT
Summary of Property Appraisal

Appraisal of Property in Exchange (Utilizes the fees agreed upon in the original Exchange of Services)

Reedsburg Utility Provided Facilities

- Utility annual duct lease to the County; \$8,758.68
- Utility annual dark fiber lease to the County; \$2,340.00
- Utility annual internet service to the County Courthouse; \$14,400
- Utility dark fiber lease to the Sauk County Landfill Property; \$1,636

Sauk County Provided Facilities

- County annual dark fiber lease to the Utility; \$22,392.00
- County annual tower space lease for Utility antennas; \$4,156.80

Reedsburg Utility Facilities

Item One – Utility annual duct lease to the County (includes occupancy at Zobel Sub); \$8,758.68. Based on the rate of \$0.28 per foot for ¼ capacity of 31,281' of 2" duct.

Item Two – Utility annual dark fiber lease to the County 2 strands (one pair) \$2,340.00 One pair of fibers from the Utility K Street Cabinet to the point where the Utility's fiber meets LaValle Telephone Cooperative's fiber and one pair of fibers from the Utilities K Street cabinet to the County's Human Services Building. This cost is based on \$30.00 per pair of fibers per mile monthly. One pair of fiber spanning 4.8 miles at \$144.00 per month and one pair of fibers spanning 1.7 miles at \$51.00 per month.

Item Three – Utility annual Internet rate to the County Courthouse (10Mb X 10Mb LB with Additional IPs) \$14,400.00. This cost is based on the rate of \$1,200.00 per month.

Sauk County Facilities

Item One – County annual dark fiber lease to the Utility; \$22,392.00. This is the cost for the County to provide 2 fibers (one pair) over a span of 62.2 miles. This cost is based on a rate of \$30.00 per pair of fibers per mile monthly and includes building occupancy where space is available and patching at County Sites.

The route traverses on 7 (seven) legs of the County's Fiber Optic Network Ring. These legs are broken down as follows;

Happy Hill Tower to the Reedsburg Tower. 19.3 miles

Reedsburg Tower to the County Hwy Shop Cabinet. 1.6 miles

Zobel Substation to the Lake Delton Tower. 11.3 miles

Lake Delton Tower to Sauk County Courthouse. 15.6 miles

Sauk County Courthouse to the Law Enforcement Center. 1.9 miles

Law Enforcement Center to the Tower Road Tower. 9.6 miles

Tower Road Tower to Vault #42 on Bluff Road. 2.9 miles.

ATTACHMENT A
EXCHANGE OF FACILITIES AGREEMENT
Summary of Property Appraisal

Item Two - County annual Tower space lease for RUC antennas mounted at the Happy Hill site at the rate of \$346.40 per month

TOTALS

Sauk County Facilities	\$26,548.80
Reedsburg Utility Facilities	<u>\$27,134.68</u>
Difference	\$585.88

FUTURE EXCHANGE CONSIDERATIONS

Future County Facilities as stated in section 3.5 include:

Tower Road Site to Sauk City Tower – 21.8 miles – \$7,845.34 annually
Sauk City Tower to Spring Green Tower – 20.6 miles - \$7,426.09 annually
Spring Green Tower to Hillpoint Tower – 18.5 miles - \$6,674.18 annually
Hillpoint Tower to Happy Hill Tower – 19.9 Miles - \$7,167.07 annually
Hwy Shop to County Health Care Center – 1.1 miles – \$402.00 annually
County Health Care Center to Zobel Substation – 6.54 miles – \$2,355.55 annually

Annual costs are based on \$30.00/pair of fibers monthly.
Building occupancy where available is included in these costs.

Future Utility Facilities: At this time there are no future requested needs beyond what is presently part of this agreement, however, should Sauk County require facilities from the Utilities that are not defined within this agreement, cost for any such requests will be determined utilizing the same per unit cost which are part of this agreement.

RESOLUTION NO. 9 - 12

APPROVING TOWER LEASE AGREEMENT WITH IOWA COUNTY

WHEREAS, Iowa County has requested to place Radio communications equipment on the Highway 23 Sauk County – Spring Green Tower; and,

WHEREAS, the attached lease was developed between Sauk County and Iowa County; and,

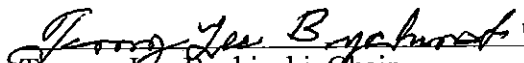
WHEREAS, the Communications Infrastructure Committee has reviewed and accepted the agreement and feels it is in the best interest to approve this agreement.

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

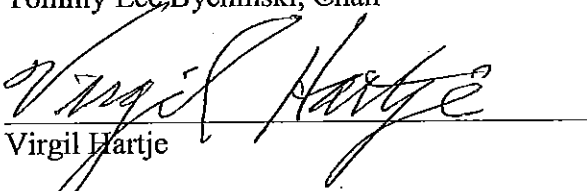
For consideration by the Sauk County Board of Supervisors on February 20th, 2012.


Respectfully submitted by:

COMMUNICATIONS INFRASTRUCTURE COMMITTEE


Tommy Lee Bychinski, Chair


Robert Sinclair


Virgil Hartje

Fiscal Note: The initial term of the lease is for five (5) years and assuming nothing would change within that five year period County will receive revenues totaling \$9,100.56. 

Information System Note: No information Systems impact.

COMMUNICATIONS TOWER SPACE LEASE AGREEMENT

THIS COMMUNICATIONS TOWER SPACE LEASE AGREEMENT ("*Agreement*") is dated as of March 1st, 2012, by and between Sauk County, a political subdivision of the State of Wisconsin, ("*Lessor*" or "*County*") and Iowa County, a political subdivision of the State of ("*Lessee*" or "*Iowa County*").

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

1. Tower Site.

County owns a 140 foot Communications Tower along with a communications building and associated facilities, which includes, but is not limited to, such things as the utilities entering the property, located in the Township of Spring Green County of Sauk, State of Wisconsin. Collectively these items will hereinafter be referred to as the "Tower Site" or "Tower" and are described in Attachment A.

2. Communications Tower Space Lease Agreement.

The Agreement consists of nine (9) pages and Attachment A, Attachment B, Attachment C, and Attachment D. The Agreement and Attachments A through D constitute 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.

3. 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, Lessee shall be permitted entry to the tower site(s) for the purpose of placing and servicing the equipment as noted on Attachment B "Tower Co-Locations Application Form". The effective date of this contract will be March 1st, 2012.

4. Term.

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

5. Use.

From and after the Effective Date, the Tower Site may be used by the Lessee for any lawful activity in connection with the operation of the Lessee's communications equipment as noted within Attachment B. Copies of the licenses for all communications equipment described in Attachment B must be provided to the County prior to any equipment being placed onto the tower. Only those frequencies noted on Attachment B

shall be permitted to be used at this tower site. If Additional frequencies are to be utilized at this site, a new Attachment B must be submitted and approved prior to any use. All cost associated with study / approval of additional frequencies will be billed to the lessee.

6. Facilities; Utilities; Access.

As part of this Agreement County will lease space within its communications shelter to Lessee; the amount of space is defined in Attachments B & D to this Agreement.

- (a) All construction and installation work performed at the Tower Site shall be coordinated with the County contact(s) noted within this Agreement, no work shall commence at the site until the County contact(s) have completed a walk through with the Lessee.
- (b) Lessee shall have the right to remove all equipment and facilities installed by it at its sole expense on or before the expiration or earlier termination of this Agreement in accordance to the terms specified within this Agreement. Lessee shall be responsible to repair any damage to the Tower Site caused by Lessee, such damages to be determined by the County in its reasonable discretion. Should the Lessee fail to properly repair any damages caused by Lessee the County shall be entitled to make repairs to such damage and Lessee shall be responsible for payment of the reasonable cost of such repairs plus 5%. Upon termination of this Agreement, the Lessee shall remove all equipment and facilities from the Tower Site within 60 days of the date of termination.
- (c) Lessee, Lessee's employees, agents and contractors shall have reasonable access to the Tower site without notice to County twenty-four (24) hours a day, seven (7) days a week, at no charge. County grants to Lessee, and Lessee's agents, employees and contractors, a non-exclusive right of pedestrian and vehicular ingress and egress to the Tower Site. The County grants to Lessee, and Lessee's agents, employees and contractors, a non-exclusive right to that portion of the County owned communications building where the Lessee's communications system will be placed.
- (d) County shall maintain all access roadways from the nearest public roadway to the premises in a manner sufficient to allow pedestrian access at all times under normal weather conditions. County shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways.
- (e) County shall be responsible for any repairs and/or maintenance the Tower Site may require unless the need for such repairs and/or maintenance are due to Lessee's use of the Tower Site. County further agrees that, in accordance with Paragraph below, it shall be responsible for all marking and lighting requirements of the Federal Aviation Administration and the Federal Communications Commission.

- (f) In the event the Lessee desires to modify its equipment located on the Tower and/or in the County facilities in the future, Lessee must first obtain the prior written approval of the County after the completion of all necessary engineering. Such approval shall not be unreasonably withheld, conditioned or delayed and all costs associated with such changes shall be at the expense of the Lessee. Lessee shall complete a Sauk County Tower Co-location Application form (Attachment B) with all desired modifications noted. Additionally, this Agreement will be reviewed at the time of any such changes, and cost associated with this Agreement will be adjusted appropriately in accordance with Attachment C.

7. Rent.

For the Term of this agreement the County shall receive from the Lessee the payment in the amount defined within Attachment D and in accordance to the payment schedule noted within Attachment D. Lessee can elect to pay monthly or Annually.

8. Interference.

- (a) Lessee shall operate its facilities in compliance with all Federal Communications Commission ("FCC") requirements and in a manner that will not cause interference to other lessees or licensees of the property, provided that any such installations predate that of the Lessee's facilities. Lessee shall operate its facilities in compliance with all Federal Communications Commission ("FCC") requirements and in a manner that will not cause interference to the County.
- (b) Subsequent to the installation of the Lessee's equipment and facilities, Lessee will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Tower Site or property contiguous thereto owned or controlled by County, if such modifications are likely to cause interference with the County's operations. In the event interference occurs, Lessee agrees to use its best efforts to eliminate such interference in a reasonable time period. Lessee's failure to comply with this paragraph shall be a material breach of this Agreement.
- (c) Lessee will be responsible for attaching all necessary filtering devices to its communications systems equipment to eliminate any degradation or performance loss caused to the County system. Should the Lessee's equipment at any time be determined by County staff to be the cause for the County's system to have a loss in performance/degradation, the County shall have the right to immediately remove from service (turn off/remove) the Lessee's system to eliminate the performance loss on the County system. Should the County need to remove from service any portion of the Lessee's equipment, the County will notify the Lessee as soon as possible. The Lessee will not be allowed to return its equipment to service until such problem is corrected and County is on site to assure corrections have been made.

9. Taxes.

Lessee shall be responsible for any and all taxes assessed to its communication system and facilities. If the County is required to pay sales and/or service tax on any portion of the rent or fee pursuant to this Agreement, Lessee shall, within thirty (30) days of the County's demand, reimburse the County in full the amount of the tax paid together with any interest and/or penalties.

10. 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, and County has the right to remove the same at any time without Lessee's consent.

11. Termination.

(a) This Agreement may be terminated without further liability as follows:

- (i) By either party upon a breach of any covenant or term hereof by the other party, which breach is not cured within sixty (60) days of receipt of written notice of breach, except that this Agreement shall not be terminated if the breach cannot reasonably be cured within such sixty (60) day period and the breaching party has commenced to cure the breach within such sixty (60) day period and diligently pursues the cure to completion; or by County if County is unable to occupy and utilize the premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or
- (ii) By County if any environmental report for the property reveals the presence of any Hazardous Material after the Term Commencement Date; or
- (iii) If at some point in the future, it becomes unnecessary or undesirable for the County to continue to operate and maintain the Tower, the County shall provide one hundred and twenty day notice of its intent to discontinue maintenance and operation of the Tower and terminate this agreement for convenience and without any liability for damages to the Lessee. Upon such notice, the Lessee shall remove its equipment from the tower within the one hundred and twenty day period.

(b) Default.

If rent is not received by the County within 60 days of the date that it is due (as described in Attachment D and Paragraph 8), the Lessee shall be considered to be in default of this agreement. The County shall provide the Lessee of Notice of Default. Once a Notice of Default has been received, the Lessee shall have ten (10) days to cure the default in full as stated in the Notice. If the default is not cured, the County shall have the right to remove the Lessee's equipment and/or immediately terminate this agreement. The County shall provide notice of the termination of this agreement and removal of the equipment. Lessee shall be responsible for interest on payments not made as well as costs and attorney's fees required to enforce the provisions of this section.

12. Destruction or Condemnation.

If the premises or County facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, County may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessee no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

13. Insurance.

County, at County's sole cost and expense, shall procure and maintain on the premises and on the County facilities, bodily injury and property damage 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 Tower Site, all as provided for herein. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the property, bodily injury and property damage 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, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use, occupancy and maintenance of the property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph upon request. Lessee shall have the right to self insure any and all coverage's to the limits required.

14. 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 12.

15. 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 15 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

16. Assignment and Subletting.

Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Tower Site 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 Lessee's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessee's Lien") above. Lessee may not sublet any portion of the interest or property leased in this Agreement. 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.

17. Warranty of Title and Quiet Enjoyment.

Lessor warrants that: (i) Lessor owns or has an exclusive lease to the property in fee simple and has rights of access thereto and the property is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Lessor covenants and agrees with Lessee that Lessee may peacefully and quietly enjoy the premises, provided that Lessee is not in default or breach after notice and expiration of all cure periods.

18. 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, reasonable wear and tear excepted.

19. Hazardous Material.

- (a) As of the Effective Date of this Agreement: (1) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the property in violation of any Environmental Law (as defined below), and (2) Lessor hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the property in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Lessor, and Lessor has no knowledge that notice has been given to any predecessor owner or operator of the property by any governmental entity or any person or entity claiming any violation of, or requiring compliance with, any Environmental Law for any environmental damage in, on, under, upon or affecting the property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the property in violation of any Environmental Law.
- (b) Without limitation of Paragraph 15, Lessee and County shall each indemnify, defend and hold the other harmless from and against all Losses arising from (i)

any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the property by Lessee or Lessee's agents, employees or contractors, and in the case of County, from the ownership or control of, or operations in or about, the property by County or County's predecessors in interest, and their respective agents, employees, contractors, County, guests or other parties. The duties described in this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

- (c) "*Hazardous Material*" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.
- (d) "*Environmental Law*" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

20. Miscellaneous.

- (a) Both parties represent and warrant that their use of the property and their personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.
- (b) 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.
- (c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

- (d) Any notice or request 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: Sauk County 510 Broadway Baraboo, Wisconsin 53913 Attn: Timothy R. Stieve Phone: (608) 355-3200	Lessee:
---	---------

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.

- (e) This Agreement shall be governed by the laws of the State of Wisconsin.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

21. Marking and Lighting Requirements.

County shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should County be cited because the Property is not in compliance and should County fail to cure the conditions of noncompliance, Lessee may either terminate this Agreement or proceed to cure the conditions of noncompliance at County's expense.

*****SIGNATURES ON FOLLOWING PAGE*****

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

SAUK COUNTY

(Signature)

(Print Name)

(Title)

(Date)

(Tax ID #)

IOWA COUNTY

(Signature)

(Print Name)

(Title)

(Date)

(Tax ID #)

Attachment A - Description of Tower Site

**ATTACHMENT A
TOWER SITE INFORMATION**

Address: Highway 23, Spring Green, Wisconsin 53588

Directions: Take Highway 23 north from Highway 14 towards Plain, approximately 250 south of Rolling Ridge Road there is a field drive on the East side of Highway 23 that goes back to the tower.

Property Legal Description: NW of the SW of Section 30, Township 9 North, Range 4 East, Town of Spring Green, County of Sauk, Wisconsin.

Physical Description of Site: 140 foot guyed Tower, no generator, 6 foot by 8 foot concrete Communications Shelter.

Sauk County Contact Information: Phil Raab, Communications Technician or Tim Stieve, EMBS Administrator (608) 355-3200

FEES FOR GOVERNMENT AGENCY OUTSIDE OF SAUK COUNTY

[illegible]

NOTES

Permits to Build County will be made monthly unless other arrangements are made or it is noted differently above.

* Typical/true monthly fee will be based on a single line, single entrance, dual, joint, etc and the line/line length attached to that single entrance for up to 5 or less entrances.

** Based on availability, includes diffuser. Cost is a per inch unit. Peak unit capacity is 1 inch wide by 7.5 inch tall.

*** - maintain up to 200 square feet, issues responsible for all construction cost.

TBO - To be determined

ORGANIZATIONS AND OTHER SIGNIFICANTS WILL BE DEALT WITH ON A CASE BY CASE BASIS. NOT FOR PROSECUTION PURPOSES. FOR INFORMATION ONLY. NOT FOR PROSECUTION PURPOSES.

ATTACHMENT D
MONTHLY FEE CALCULATION FOR IOWA COUNTY
TOWER LEASE - OLD SPRING GREEN TOWER

ITEM	FEED LINE SIZE	LENGTH	COST	SUBTOTAL
Antenna & Feed line #1	7/8"	145	\$0.33	\$47.85
Antenna & Feed line #2	7/8"	125	\$0.33	\$41.25
Rack Units (24)	24	24	\$0.87	\$20.88
Dish	ethernet	100	\$0.33	\$33.00
TOTAL MONTHLY FEE		Year #1		\$142.98
ITEM	FEED LINE SIZE	LENGTH	COST	SUBTOTAL
Antenna & Feed line #1	7/8"	145	\$0.34	\$49.30
Antenna & Feed line #2	7/8"	125	\$0.34	\$42.50
Rack Units (24)	24	24	\$0.90	\$21.60
Dish	ethernet	100	\$0.34	\$34.00
TOTAL MONTHLY FEE		Year #2		\$147.40
ITEM	FEED LINE SIZE	LENGTH	COST	SUBTOTAL
Antenna & Feed line #1	7/8"	145	\$0.35	\$50.75
Antenna & Feed line #2	7/8"	125	\$0.35	\$43.75
Rack Units (24)	24	24	\$0.92	\$22.08
Dish	ethernet	100	\$0.35	\$35.00
TOTAL MONTHLY FEE		Year #3		\$151.58
ITEM	FEED LINE SIZE	LENGTH	COST	SUBTOTAL
Antenna & Feed line #1	7/8"	145	\$0.36	\$52.20
Antenna & Feed line #2	7/8"	125	\$0.36	\$45.00
Rack Units (24)	24	24	\$0.95	\$22.80
Dish	ethernet	100	\$0.36	\$36.00
TOTAL MONTHLY FEE		Year #4		\$156.00
ITEM	FEED LINE SIZE	LENGTH	COST	SUBTOTAL
Antenna & Feed line #1	7/8"	145	\$0.37	\$53.65
Antenna & Feed line #2	7/8"	125	\$0.37	\$46.25
Rack Units (24)	24	24	\$0.98	\$23.52
Dish	ethernet	100	\$0.37	\$37.00
TOTAL MONTHLY FEE		Year #5		\$160.42

**Authorizing the Purchase of Microsoft Desktop Operating Systems under
Sauk County's existing Microsoft Enterprise Agreement (EA)**

WHEREAS, Sauk County utilizes the Microsoft Windows operating system on all desktop computers, and;

WHEREAS, Sauk County no longer purchases these operating systems with the desktop computer under an OEM license agreement, as the virtual deployment of these operating systems is not allowed under this type of license, and;

WHEREAS, purchase of individual licenses would cost roughly \$285 per computer resulting in a total cost of more than of \$30,000 per year, and;

WHEREAS, placing these licenses on a Microsoft EA would reduce the cost to \$165 per computer payable over three years, for an estimated cost of \$18,751 per year, and;

WHEREAS, Sauk County is currently enrolled in a three year Microsoft EA agreement, which is set to expire on March 31, 2012, for the Microsoft Office product, the annual cost of which was \$47,514, and;

WHEREAS, adding the operating system licenses to the agreement would result in no net increase in annual cost of the agreement, due to the Microsoft Office cost per license being reduced per the terms of the original agreement, and;

WHEREAS, based upon the State of Wisconsin's volume license agreement with Microsoft, the annual cost of the agreement, for the three year term, would be \$47,420 based on:

\$18,752 annually for 343 Microsoft Windows licenses (\$54.67 /license/yr)
\$28,668 annually for 343 Microsoft Office licenses (\$83.58/license/yr)

and;

WHEREAS, the ongoing annual cost to maintain this agreement, after the third year, would be approximately \$38,000 per year, based on 343 licenses and;

WHEREAS, your Executive and Legislative has reviewed this matter and found it in the best interest of Sauk County to enter into an Enterprise License Agreement with Microsoft to purchase the above described software.

NOW THEREFORE BE IT RESOLVED by the Sauk County Board of Supervisors, met in regular session, that the purchase of the Microsoft Windows operating system, under Sauk County's existing Microsoft Enterprise Agreement, for desktop computers in use throughout Sauk County Government is hereby approved, and,

BE IT FURTHER RESOLVED that the existing agreement be renewed for a three year term beginning April 1, 2012, and;

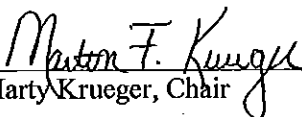
BE IT FURTHER RESOLVED that the Sauk County MIS Coordinator be authorized to obtain additional licenses under this agreement, up to the number required to license each desktop computer owned by Sauk County, and;

BE IT FURTHER RESOLVED that the Sauk County MIS Coordinator be delegated the authority to enter into this agreement on behalf of Sauk County.

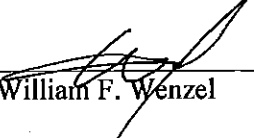
For consideration by the Sauk County Board of Supervisors on February 20, 2012.

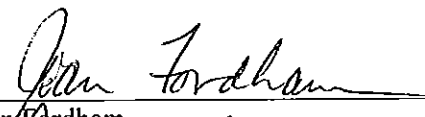
Respectfully submitted,


Executive and Legislative Committee:


Marty Krueger, Chair

Scott Alexander


William F. Wenzel


Joan Fordham


Steven Bach

Fiscal Note: The 2012 MIS budget provides \$37,200 to cover current MSOffice licensing. The additional \$10,220 is available from 2011 unspent file system/application upgrade funds which can be carried forward into 2012. *KRB*

M.I.S. Note: The implementation of a virtual desktop environment will significantly reduce the time required to maintain and deploy desktop computers. Additionally, a virtual desktop environment can provide greater information security than a conventional desktop deployment.

Purchasing the Windows 7 Operating System under the Sauk County's existing Enterprise Agreement

Steve Pate

Overview

Sauk County utilizes the Microsoft Windows Desktop Operating system on all desktop computers in use in County Government. Traditionally this operating system has been purchased with each new computer under a Microsoft OEM license. This is a restricted, non transferrable license and is the lowest cost method to obtain these licenses.

As desktop computers move to the current Windows Operating System, Windows 7, the method of deployment will change considerably, due to significant changes in the operating system's security features, requiring a new process for deployment and management of desktop computers. As a result, the OEM license will no longer meet the County's needs, necessitating the purchase of a full license.

The full license for Windows 7 can be purchased in one of two ways, under a Select Agreement, whereby the licenses can be purchased individually, as needed; or under an Enterprise Agreement (EA) whereby the County upgrades all qualifying licenses simultaneously and pays for these licenses over the three year term of the agreement.

The cost of the license under the EA is considerably less than the individual purchase option, \$165/license as compared to \$320/license under the Select purchase agreement. The caveat being, the County must purchase all qualifying licenses at once under the EA agreement.

The attached spreadsheet compares the cost the EA licensing to the current OEM license and the individual Select Agreement purchases over a number of years.

Considerations

A number of elements were taken into consideration in recommending that Sauk County purchase the Windows 7 licenses under an Enterprise Agreement (EA):

1. Sauk County is currently enrolled in an EA for the Microsoft Office product, an agreement that comes up for renewal in March 2012. Under this agreement, the County has been paying \$48,000 per year for the 343 Office licenses. Upon renewal, the cost of the Office licenses will reduce to \$28,668 under the terms of the agreement. Adding 343 Windows 7 Operating system licenses would result in an additional \$18,752 being added to the annual cost resulting in an annual payment for the next 3 years of \$47,420, resulting in no net increase to the cost of the agreement.

Purchasing the Windows 7 Operating System under the Sauk County's existing Enterprise Agreement

Steve Pate

2. Ownership of the full license will slightly reduce the long-term costs for desktop operating system licensing, as compared to the ongoing need to purchase a new license each time a computer is replaced under the OEM licensing.
3. While there are alternatives to the Microsoft desktop operating system, most of the systems utilized by Sauk County do not support these alternative desktop operating systems and require Microsoft Windows at the desktop.
4. The move to Windows 7 is a response to the fact that the currently installed operating system, Windows XP, is now end of life and no longer supported by Microsoft. While it may be possible to continue with the XP operating system for a period of time, thus allowing us to continue to purchase OEM licensing, inevitably the County will need to move onto a supported operating system and waiting until it becomes an imperative, which could occur at anytime, would likely be considerably more costly.
5. Purchase of the licensing under the EA will provide additional deployment tools for management of desktop computers on the Windows 7 platform, tools not available outside of an EA.
6. Licenses purchased under the EA allow multiple virtual instances to be deployed on a workstation under a single license, eliminating the need to purchase additional licenses for virtual deployments.

Conclusions

- The Microsoft Windows Operating System will likely be a requirement of Sauk County's desktop computing system architecture for the foreseeable future.
- Continuing to purchase our desktop OS licensing as an OEM license is not sustainable, and potentially costly.
- In order to facilitate a well planned and cost effective solution, the County should move forward in purchasing the Windows 7 operating system licenses under the existing Microsoft enterprise agreement.

Microsoft Windows 7 Purchase Options Comparison

Annual Cost Comparison and 5 yr TCO

	YR1	YR2	YR3	YR4	YR5	5 Yr Total	Ongoing Annual Cost
OEM License	8,600.00	8,600.00	8,600.00	8,600.00	8,600.00	43,000.00	8,600.00
Enterprise Agreement	18,782.68	18,782.68	18,782.68	6,174.00	6,174.00	68,696.04	6,174.00
Select Purchase License	33,110.00	33,110.00	33,110.00	33,110.00			
Maintenance	3,440.00	6,880.00	13,760.00	27,520.00	27,520.00		27,520.00
Total Cost for Select	36,550.00	39,990.00	46,870.00	60,630.00	27,520.00	211,560.00	

Cost Comparison Based on 343 Licenses
Based on a 4 year computer replacement cycle

RESOLUTION NO. 11-12

AMENDING THE 2011 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,

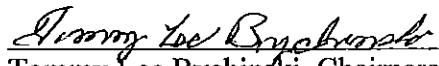
WHEREAS, the County may not spend any money received under this agreement until the County provides a written report to the Nation each March 1; and the Nation must expressly state that the intended use does not constitute a prohibited purpose, or 30 days must have elapsed since the Nation has received 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 2012 budget is hereby amended to appropriate \$90,259 for the following purposes: \$60,259 for Human Services programming, \$20,000 for Highway maintenance, and \$10,000 for Badger Oversight Management Commission administrative support.

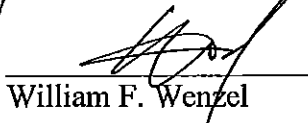
For Consideration by the Sauk County Board of Supervisors on February 20, 2012.

Respectfully submitted,

SAUK COUNTY FINANCE COMMITTEE


Tommy Lee Bychinski, Chairperson


Steven Bach


William F. Wenzel


Joan Fordham


Jason Lane

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 2012 budget. *llb*

MIS NOTE: No MIS impact.

RESOLUTION NO. 12 - 12

**DESIGNATING COUNTY DEPOSITORIES; ESTABLISHING INVESTMENT AND
RELATED FINANCIAL PROCEDURES**

WHEREAS, §34.05 of the Wisconsin Statutes provides for the designation of official County depositories and the specification by County Boards of Supervisors of the basis upon which Treasurers shall be authorized to deposit and invest funds; and

WHEREAS, your Finance Committee has reviewed these and other financial matters and, in light of past practice and the best interest of Sauk County, does make the following recommendations;

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Treasurer shall deposit County funds as provided under the statutes of the State of Wisconsin, County financial policy 10-95, and this resolution, emphasizing preservation of principal, liquidity and rate of return;

AND, BE IT FURTHER RESOLVED, that Sauk County participate in the State of Wisconsin's Local Government Investment Pool pursuant to §25.50 of the Wisconsin Statutes, with the Sauk County Treasurer or authorized deputies hereby designated as the "local official" authorized to invest County monies in this fund and to make withdrawals therefrom as required;

AND, BE IT FURTHER RESOLVED, that the Sauk County Treasurer shall be authorized to maintain a working or active checking account for the immediate operation of Sauk County in any financial institution that is a member of Federal Deposit Insurance Corporation and under the State of Wisconsin deposit guarantee program if applicable. The financial institution must be conveniently located for conducting daily business. The Finance Committee may review and reevaluate the status of the County's designated depositories. The Treasurer may make recommendations concerning the desirability of reconsidering its designated depositories and initiating invitations for bids as necessary.

AND, BE IT FURTHER RESOLVED, that pursuant to §34.09 of the Wisconsin Statutes, every federal or state credit union, state bank, federal or state savings and loan association, savings and trust company and federal or state savings bank and every national bank may be designated as a public depository and may receive and hold public deposits, subject to the referenced chapter, if the financial institution has a branch or main office located in this state, complies with this chapter with respect to public deposits and accepts payments made by the state under §16.412 of the Wisconsin Statutes;

AND, BE IT FURTHER RESOLVED, that the Sauk County Treasurer or authorized deputies shall be responsible for obtaining the appropriate collateralization agreements to guarantee the safety of Sauk County funds in excess of insured or guaranteed limits. This pledge of collateral for deposits must follow the Governmental Accounting Standards Board requirements.

AND, BE IT FURTHER RESOLVED, that all County officers and all other County personnel receiving or handling County funds shall deposit monies at least weekly with the Sauk County Treasurer or in other appropriate authorized accounts. The following list reflects institutions that contain funds by other County departments under the supervision of the department administrator, oversight committees and County Treasurer. Changes or additions to these institutions shall be approved by the Finance Committee.

RESOLUTION NO. 12 - 12
DESIGNATING COUNTY DEPOSITORIES; ESTABLISHING INVESTMENT AND
RELATED FINANCIAL PROCEDURES
Page 2 of 2

AND, BE IT FURTHER RESOLVED, that all general and payroll County checks shall bear the facsimile signatures of the Sauk County Clerk, the Sauk County Treasurer, and the Sauk County Board Chairperson. Any other checks issued by Sauk County departments shall bear the signature, either original or facsimile, of that department's administrator or their designee.


For consideration by the Sauk County Board of Supervisors on February 20, 2012.

Respectfully submitted,


SAUK COUNTY FINANCE COMMITTEE


TOMMY LEE BYCHINSKI, Chairperson


STEVEN BACH


JASON L. LANE


WILLIAM F. WENZEL


JOAN FORDHAM

FISCAL NOTE: The County presently maintains its general checking account at the Baraboo National Bank, Baraboo, WI. At the present time, all of the banks suitable for the general account offer similar fee and interest rate schedules. Significant expense occurs in purchasing check stock and administration when switching to a different bank. *KFB*

Institution Name
Bank of Prairie du Sac
Baraboo National Bank
Commerce State Bank
Community First Bank
First Business Bank
Harris Bank, N.A.
M & I Branch of BMO Harris Bank, N.A.
Peoples Community Bank
River Cities Bank
Wells Fargo Bank, N.A.
Wisconsin Local Government Investment Pool

MIS NOTE: No MIS impact.

RESOLUTION NO. 13 -12

Authorizing Park Director to Request Assistance from the Wisconsin Waterway Commission

WHEREAS, there is presently no accessible fishing pier on Lake Redstone; and,

WHEREAS, the Town of La Valle has approached the Highway and Parks Committee to cooperate to construct an accessible fishing pier at the Lake Redstone Boat Landing; and,

WHEREAS, the Highway and Parks Committee hereby requests assistance for the purpose of developing an accessible fishing pier.

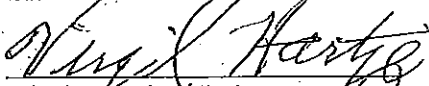
NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Highway and Parks Committee be and hereby is authorized to submit an application to the Wisconsin Waterway Commission for financial assistance and authorizes the Parks Director to act on behalf of Sauk County to sign contracts and agreements and take necessary action to undertake, direct and complete the approved project;

AND, BE IT FURTHER RESOLVED, that Sauk County will comply with state and federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval in writing from the Wisconsin Waterway Commission before any change is made in the use of the project site.

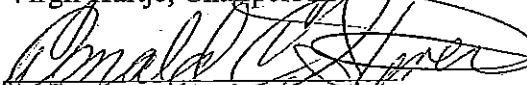
For consideration by the Sauk County Board of Supervisors on February 20, 2012.

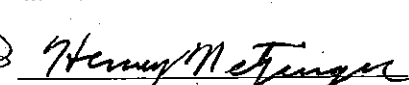
Respectfully submitted,


SAUK COUNTY HIGHWAY AND PARKS COMMITTEE


Virgil Hartje, Chairperson


Tim Meister


Donald Stevens


Henry Netzinger


Peter Tollaksen

Fiscal Note: This resolution is seeking a matching grant to help with the costs of constructing an accessible fishing pier on County property at Lake Redstone. Total project cost is estimated to be \$14,700. If the Wisconsin Waterways Commission application is approved,

state funding would total \$11,025 (75%) and local funding would total \$3,675 (25%). The local share of costs will be shared by the County and the Town of La Valle. The Town is providing the engineering necessary, and the Highway and Parks Departments will build the structure. The County portion of materials will be funded through existing Parks Department budgeted amounts. *KAS*

Information System Note: No information system impact.

resolution.accessiblepiergrant.doc

RESOLUTION NO. 14 - 12

**AUTHORIZING THE PURCHASE OF A REPLACEMENT VEHICLE
FOR CONSERVATION, PLANNING, AND ZONING DEPARTMENT**

WHEREAS, the 2012 Sauk County Budget authorized the expenditure of \$22,000 for the purchase of a vehicle for use by the Conservation, Planning, and Zoning Department to replace two vehicles that were disposed of in December 2011; and,

WHEREAS, notice was distributed to all Sauk County car dealers requesting bids for a vehicle to meet the Department's needs; and


WHEREAS, the bid from Don Larson, Inc. was found to meet the requirements put forth in the bid solicitation notice and was selected by the Land Conservation Committee and the Planning, Zoning, & Land Records Committee as the most advantageous bid for the vehicle required;

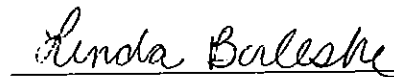
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the bid of Don Larson, Inc. for a 2012 Chevrolet Colorado truck and topper for \$18,552 hereby be accepted.

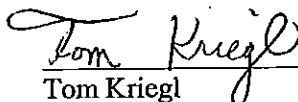
For consideration by the Sauk County Board of Supervisors on February 20, 2012.

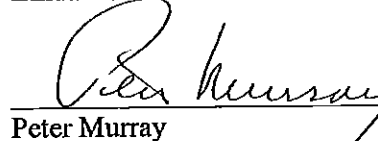
Respectfully submitted,

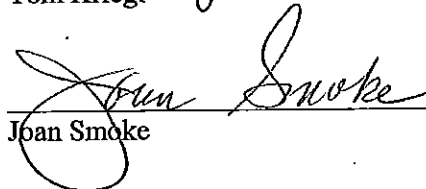
SAUK COUNTY LAND CONSERVATION COMMITTEE

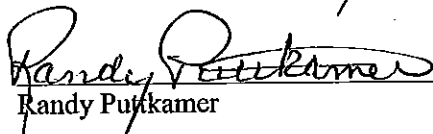

Lester Wiese, Chair


Linda Borleske


Tom Kriegl

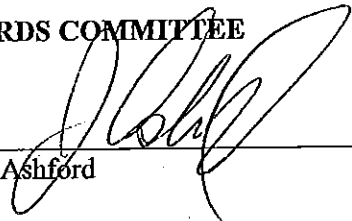

Peter Murray

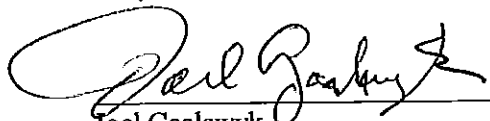

Joan Smoke



Randy Pufkammer

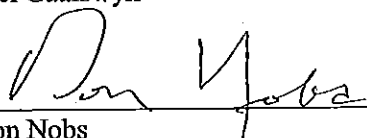
SAUK COUNTY PLANNING, ZONING & LAND RECORDS COMMITTEE


Jerry Lehman, Chair


Judy Ashford


Joel Gaalswyk


Frederick Halfen


Don Nobs

Fiscal Note: The 2012 adopted budget includes \$22,000 for the purchase of a vehicle in the Conservation, Planning, and Zoning Department Outlay Account. *KPB*

MIS Note: No impact.

Bid quotes received were as follows without trade:

Don Larson, Inc.	2012 Chevrolet Colorado	\$18,552
Ballweg Chevrolet	2012 Chevrolet Colorado	\$18,735
Ewald Chevrolet	2012 Chevrolet Colorado	\$19,516

RESOLUTION NO. 15-12
AUTHORIZATION TO PURCHASE 2012
DETECTIVE SQUAD

WHEREAS, the 2012 Sheriff's Budget contains \$19,000.00 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 Don Larson of Baraboo, WI for a 2012 Chevrolet Impala.

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 2012 Chevrolet Impala from Don Larson in Baraboo, Wisconsin for an after-trade cost of \$17,448 with payment for the vehicle to be made from the Sheriff's 2012 adopted budget, Vehicle Purchase-Field Services account.

For consideration by the Sauk County Board of Supervisors this 20th day of February, 2012

Respectfully submitted,

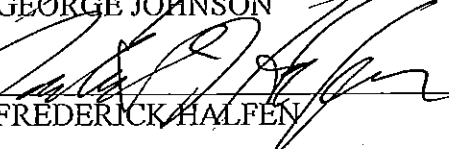
SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE


DONALD C. STEVENS, CHAIR


PETER TOLLAKSEN


GEORGE JOHNSON


ROBERT SINKLAIR


FREDERICK HALFEN

Fiscal Note:

Expenditure of \$17,448 from the 2012 adopted Sheriff's budget, Vehicle Purchase-Field Services KAS

MIS Note:

No MIS impact

2012 Detective Squad Bids

Glacier Valley	2013 Ford Taurus Detective Squad	\$ 18,890
Koenecke Ford	2012 Ford Taurus Detective Squad	\$ 17,549
Ballweg Ford	2012 Chevy Impala Detective Squad	\$18,162
Ballweg Ford	2013 Ford Taurus Detective Squad	\$20,057
Don Larson	2012 Chevy Impala Detective Squad	\$17,448
Kayser Ford	2013 Ford Taurus Detective Squad	\$19,458

RESOLUTION NO. 16-12
AUTHORIZATION TO PURCHASE SEVEN
POLICE SPECIFICATION SQUAD CARS

WHEREAS, the 2012 Sheriff's Budget contains an allocation of \$175,000.00 for the purchase of seven police specification squad cars; and,

WHEREAS, the Sheriff's Department currently needs seven police specification squad cars; and,

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

WHEREAS, after examination of the bid your committee recommends it to be in the best interest of Sauk County to accept the bid of Kayser Ford of Madison, 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 Sedan Police Interceptors from Kayser Ford of Madison, Wisconsin for a total after trade cost of \$146,583.00.


For consideration by the Sauk County Board of Supervisors this 20th day of February, 2012

Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE


DONALD C. STEVENS, CHAIR


PETER TOLLAKSEN


GEORGE JOHNSON


ROBERT SINCLAIR


FREDERICK HALFEN

Fiscal Note:

Expenditure of \$146,583.00 from the 2012 adopted Sheriff's budget, Vehicle Purchase-Field Services *VAS*

MIS Note: No MIS impact

Glacier Valley	7 Ford Sedan Squad Cars After Trade Cost	\$ 148,529.00
Kayser Ford	7 Ford Sedan Squad Cars After Trade Cost	\$146,583.00
Koenecke Ford	7 Ford Sedan Squad Cars After Trade Cost	\$146,900.00
Ballweg Ford	7 Ford Sedan Squad Cars After Trade Cost	\$147,654.00

ORDINANCE NO. 1-2012

**PETITION 1-2012. APPROVING THE REZONING OF LANDS IN THE TOWN OF LA VALLE
FROM AN AGRICULTURAL TO A COMMERCIAL ZONING DISTRICT FILED UPON
ROBERT SAND AND TROY ROSE, APPLICANT AND PROPERTY OWNER.**

WHEREAS, a public hearing was held by the Planning, Zoning, and Land Records Committee upon petition 1-2012 as filed by Robert Sand and Troy Rose 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 establish the correct zoning to allow the outside storage of boats and marine equipment and service of vehicles; and

WHEREAS, the Town of LaValle 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 1-2012; and

WHEREAS, your Committee, based upon the facts of the request and public testimony heard at the public hearing on January 24, 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 particularly described in petition 1-2012, 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 February ²⁰~~22~~, 2012.

Respectfully submitted,
PLANNING, ZONING & LAND RECORDS COMMITTEE


GERALD LEHMAN, CHAIR


JUDY ASHFORD


JOEL GAALSWYK


FREDERICK HALPEN


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 January 24, 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 1-2012 Rezone. A petition to rezone certain lands in the Town of La Valle, County of Sauk, Wisconsin, from an Agricultural to a Commercial Zoning District. Lands are owned by Robert Sand and Troy Rose.

Lands to be affected by the proposed rezone are located in Section 15, T13N, R3E, Town of La Valle, Sauk County, Wisconsin and further described as part of Lot 1 and Lot 2 of CSM 5510. Said area to be rezoned contains 1.96 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 rezone is intended to establish the correct zoning to allow the outside storage of boats and marine equipment and service of vehicles.

- 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: January 5, 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 January 9, 2012 and January 16, 2012

For office use only: Pet. No. 1-2012

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
Bob Sand & Troy Rose, Rezone Petition 1-2012

Hearing Date: January 24, 2012

Applicant:

Bob Sand & Troy Rose

Staff:

Brian Simmert, CPZ

355-4834

bsimmert@co.sauk.wi.us

Current Zone:

Agricultural

Proposed Zone:

Commercial

Comprehensive Plans:

Sauk County Comprehensive Plan

Town of LaValle Comprehensive Plan

Other Plans:

Sauk County Agricultural Preservation Plan

Lot Size/Area to be Rezoned:

1.96 acres

Applicable Zoning Regulations:

7.09 Commercial Zoning District

Notification:

(by U.S. mail, except newspaper)

January 4, 2012: Newspaper (BNR)

January 5, 2012: PZLR Committee

January 5, 2012: Town Clerk

January 5, 2012: Sup. Dist 4

January 5, 2012: Neighboring Landowners

Town Board Approval:

Yes, October 10, 2011

Exhibits:

A. Map (prepared by CPZ staff)

B. Town Future Land Use Map

C. Farmland Preservation Plan Map

Request

Bob Sand & Troy Rose are requesting a rezone from an Agricultural to a Commercial zoning district. The property is located approximately one mile north of the Village of La Valle.

Legal Description of Area

Part of Lots 1 and 2 of Certified Survey Map 5510.

Background

The subject property is approximately 4.55 acres of which 2.59 acres are currently zoned Commercial. Current uses on Lot 1 include outside boat storage and a facility for emergency vehicle repair under Agricultural zoning. Uses on Lot 2 include marine/boat repair and storage of tree cutting equipment. The landowner for Lot 1 (Sand) wishes to rezone to bring his use into compliance with current zoning. The landowner for Lot 2 (Rose/Redstone Storage, LLC) wishes to rezone to bring the entire lot under commercial zoning. The proposed rezone from an Agricultural to a Commercial zoning district will facilitate these intentions, as stated by the landowners.

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

Direction	Zoning	Land Use
Property	Agricultural	Boat Storage/Emergency Vehicle Repair
North	Agricultural	Farm Field
South	Agricultural	Woods
East	Commercial	Residence/Field
West	Agricultural	Farm Field

Analysis

The proposed rezone and future land use of boat storage and emergency vehicle repair is consistent with the Town of LaValle Comprehensive Plan which identifies this area for future light commercial development. If a rezone is approved by the Sauk County Board, the applicant intends to apply for a Special Exception Permit for Warehousing, according to Section 7.09(b)15 of the Sauk County Zoning Ordinance.

The proposed rezone is also consistent with the Sauk County Agricultural Preservation Plan Map which identifies this land as a transition area. Transition areas are predominantly agricultural use which the plan identifies for future development.

Standards for Rezoning per 7.05B(5)

There are no standards for rezoning out of the Agricultural 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 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 1-2012, based on the facts of the request presented at the public hearing, consistency with the Town of LaValle Comprehensive Plan recognizing this land for future light commercial uses, consistency with the Farmland Preservation Plan Map recognizing this land as a transition area, and the standards for rezoning lands and issuance of a special exception permit being considered.

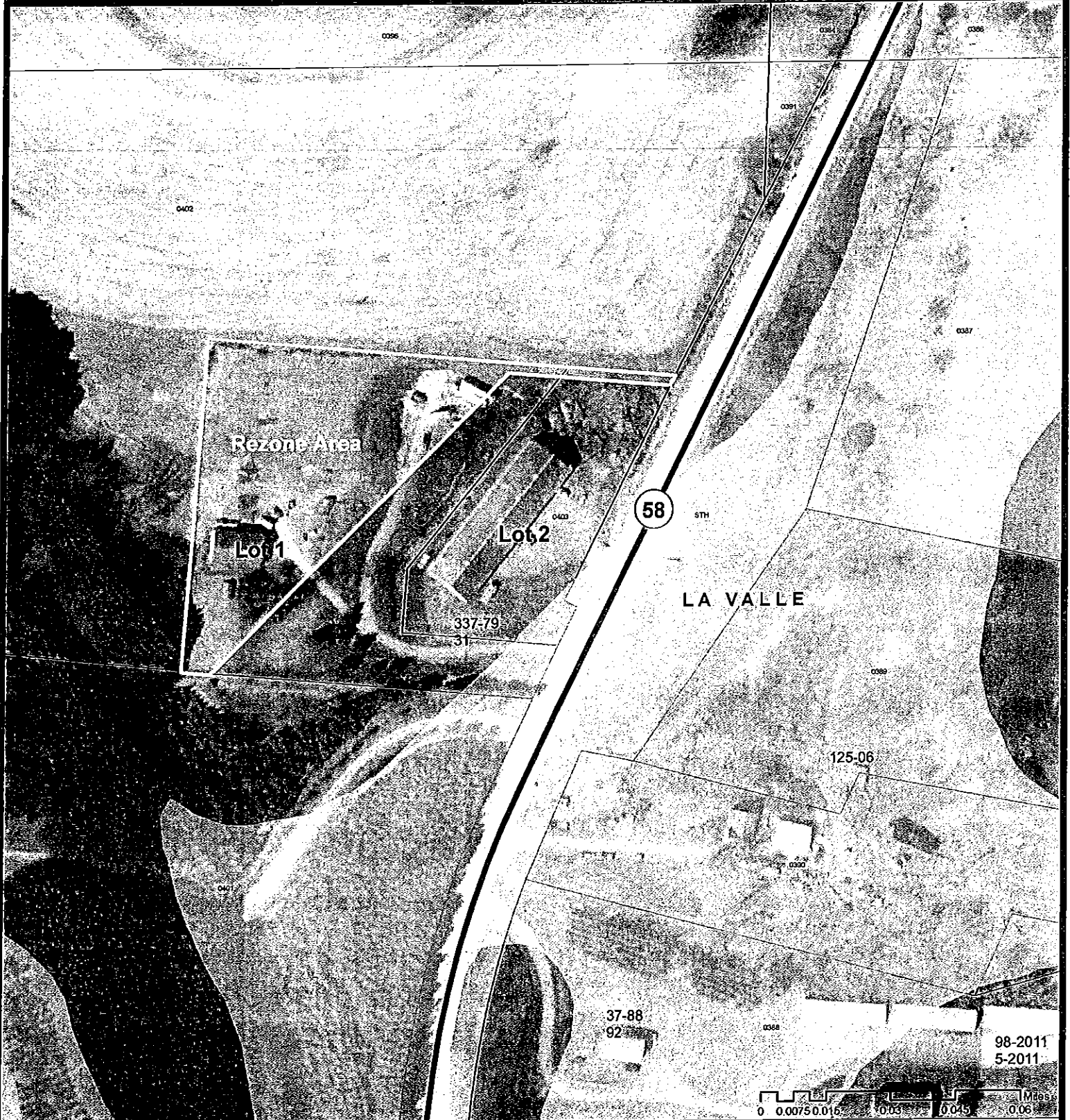
Disapprove Petition 1-2012, based on the facts of the request presented at the public hearing.

Modify and Approve Petition 1-2012. Not recommended.

Staff Recommendation

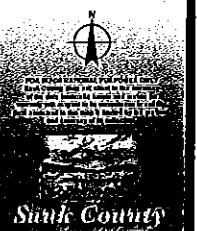
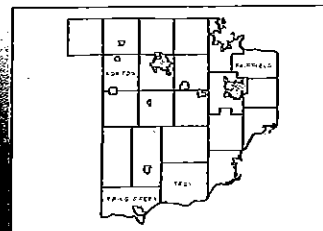
Staff recommends approval of Petition 1-2012.

Robert Sand & Troy Rose, Rezone Petition 1-2012



Legend

Road Centerline	Sauk Soils	Zoning
<div style="display: flex; align-items: center;"> <div style="width: 20px; height: 2px; background-color: black; margin-right: 5px;"></div> <div>Highway</div> </div> <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 2px; background-color: black; margin-right: 5px;"></div> <div>County Road</div> </div> <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 2px; background-color: black; margin-right: 5px;"></div> <div>Local Road</div> </div>	<div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background-color: #f0f0f0; margin-right: 5px;"></div> <div>AG</div> </div> <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background-color: #e0e0e0; margin-right: 5px;"></div> <div>COM</div> </div> <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background-color: #d0d0d0; margin-right: 5px;"></div> <div>IND</div> </div> <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background-color: #c0c0c0; margin-right: 5px;"></div> <div>RES</div> </div>	<div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background-color: #f0f0f0; margin-right: 5px;"></div> <div>AG</div> </div> <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background-color: #e0e0e0; margin-right: 5px;"></div> <div>COM</div> </div> <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background-color: #d0d0d0; margin-right: 5px;"></div> <div>IND</div> </div> <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background-color: #c0c0c0; margin-right: 5px;"></div> <div>RES</div> </div>

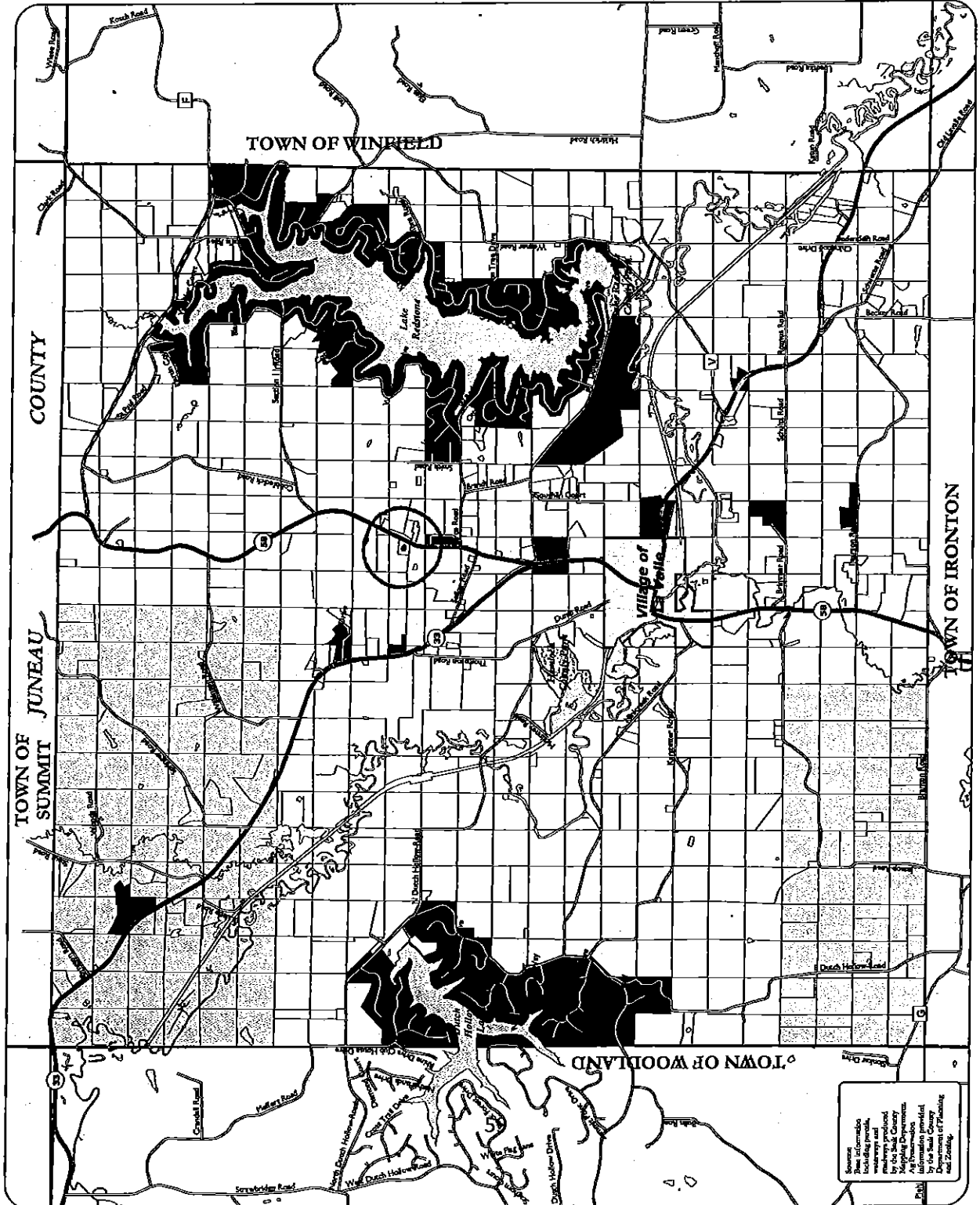
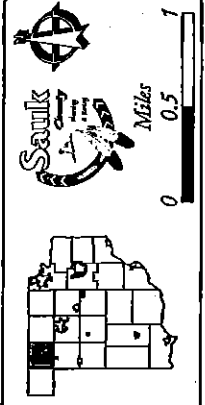


Town of La Valle Ag Preservation Plan Map

Ag Preservation Plan Map- 2005 Exhibit C

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
was obtained from
the La Valle
Planning Commission
by the Sank County
Assessing Department.
Information provided
by the Sank County
Assessing Department
and Zoning

Exhibit B Land Use Districts

Legend

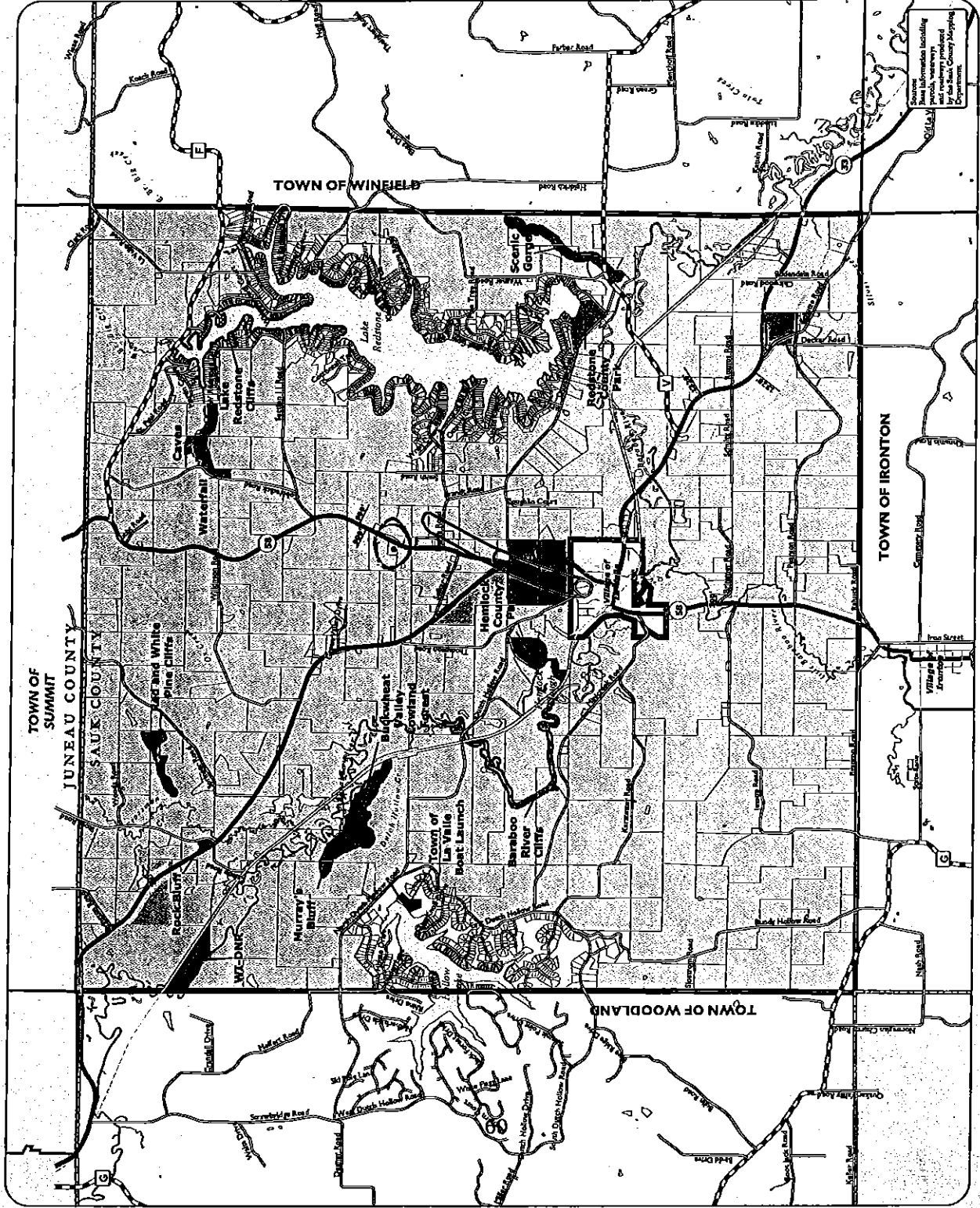
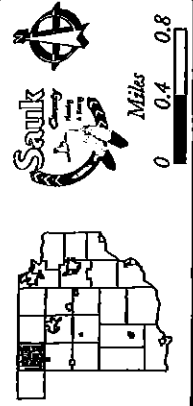
Land Use Districts

- 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



ORDINANCE NO. 2-2012

PETITION 2-2012. APPROVING THE REZONING OF LANDS IN THE TOWN OF FRANKLIN FROM AN EXCLUSIVE AGRICULTURAL TO AN AGRICULTURAL ZONING DISTRICT FILED UPON RICHARD AND JOANNE VOGT, APPLICANT AND PROPERTY OWNER.

WHEREAS, a public hearing was held by the Planning, Zoning, and Land Records Committee upon petition 2-2012 as filed by Richard and Joanne Vogt 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, as stated by the applicant, is to allow for the sale of an existing house with five acres while retaining ownership of the remaining land with possible future residential development; and

WHEREAS, the Town of Franklin 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 2-2012; and

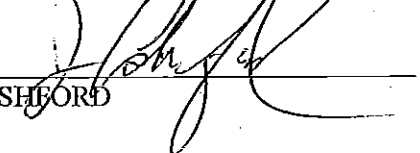
WHEREAS, your Committee, based upon the facts of the request and public testimony heard at the public hearing on January 24, 2012, recommended to the Sauk County Board of Supervisors that the petition be approved; and

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more particularly described in petition 2-2012, 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 February ²⁰~~22~~, 2012.

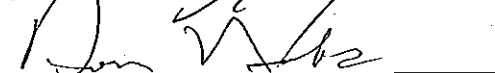
Respectfully submitted,
PLANNING, ZONING & LAND RECORDS COMMITTEE


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 January 24, 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 2-2012 Rezone. A petition to rezone certain lands in the Town of Franklin, County of Sauk, Wisconsin, from an Exclusive Agricultural to an Agricultural Zoning District. Lands are owned by Richard & Joanne Vogt.

Lands to be affected by the proposed rezone are located in Section 9, T9N, R4E, Town of Franklin, Sauk County, Wisconsin and further described as Lot 1 of CSM 2403. Said area to be rezoned contains 36.17 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 is intended to allow the landowner to sell an existing house with five acres and retain ownership of the remaining land with possible future residential development.
- 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: January 5, 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 January 9, 2012 and January 16, 2012

For office use only: Pet. No. 2-2012

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
Richard & Joann Vogt, Rezone Petition 2-2012

Hearing Date: January 24, 2012

Applicant:

Richard & Joanne Vogt

Staff:

Brian Simmert, CPZ

355-4834

bsimmert@co.sauk.wi.us

Current Zone:

Exclusive Agricultural (EA)

Proposed Zone:

Agricultural (AG)

Comprehensive Plans:

Sauk County Comprehensive Plan

Town of Franklin Comprehensive Plan

Village of Plain Comprehensive Plan

Other Plans:

Sauk County Agricultural Preservation Plan

Lot Size/Area to be Rezoned:

35.17 acres

Applicable Zoning Regulations:

7.05 Agricultural Zoning District

Notification:

(by U.S. mail, except newspaper)

January 4, 2012: Newspaper (BNR)

January 5, 2012: PZLR Committee

January 5, 2012: Town Clerk

January 5, 2012: Sup. Dist 23

January 5, 2012: Neighboring
Landowners

Town Board Approval:

Yes, November 8, 2011

Exhibits:

A. Map (prepared by CPZ staff)

B. Letter of Intent (by landowner)

C. Farmland Preservation Plan Map

Request

Richard & Joanne Vogt are requesting a rezone from an Exclusive Agricultural to an Agricultural zoning district. The property is located east of and adjacent to the Village of Plain.

Legal Description of Area

Lot 1 of Certified Survey Map 2403

Background

The subject property is approximately 35.17 acres and currently contains the landowner's private residence, which is also a bed & breakfast. The landowner wishes to rezone to facilitate the possible sale of the house/bed & breakfast on an approximately 5- acre lot while retaining the remaining land for personal use with the possibility of developing a conservation designed subdivision sometime in the future. The proposed rezone from an Exclusive Agriculture to an Agricultural zoning district will facilitate these intentions, as stated by the landowner.

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

Direction	Zoning	Land Use
Property	EA	House/B&B/vacant
North	EA	Farm Field
South	EA	Farm Field
East	EA	Farm Field
West	EA/Village of Plain	Farm Field Residential Sub.

Analysis

The proposed rezone and future land use of a possible residential subdivision development is consistent with the Town of Franklin Comprehensive Plan which identifies land within ¼ mile of the Village of Plain for future development.

The proposed rezone is also consistent with the Sauk County Agricultural Preservation Plan Map which identifies this land as a transition area. Transition areas are predominantly agricultural use which the plan identifies for future development.

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 2-2012, based on the facts of the request presented at the public hearing, consistency with the Town of Franklin Comprehensive Plan recognizing land within ¼ mile of the Village of Plain for development, consistency with the Farmland Preservation Plan Map recognizing this land as a transition area, and the standards for rezoning lands out of an Exclusive Agricultural Zoning District being met.

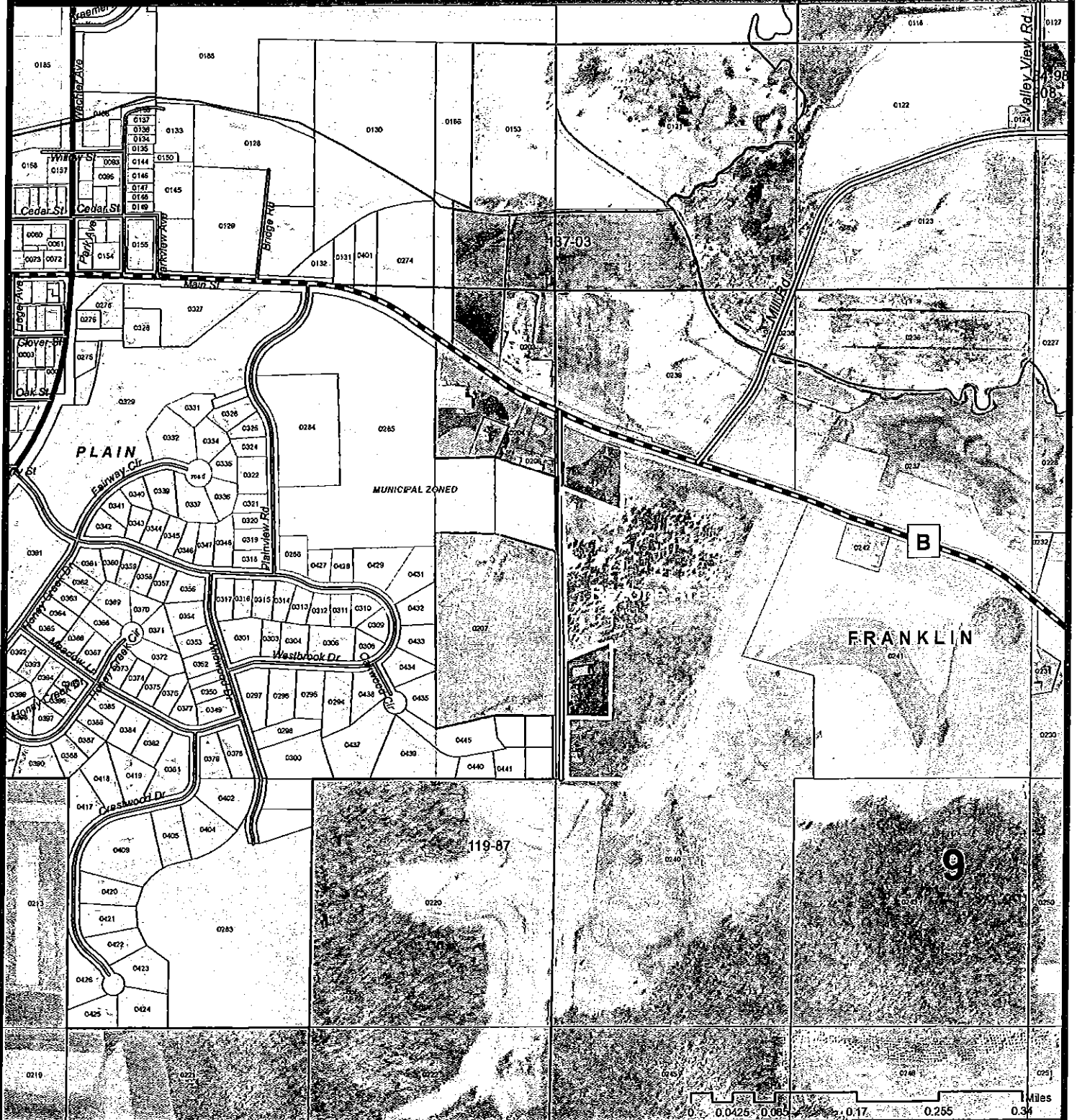
Disapprove Petition 2-2012, based on the facts of the request presented at the public hearing and the standards for rezoning lands out of an Exclusive Agricultural Zoning District not being met.

Modify and Approve Petition 2-2012. Not recommended.

Staff Recommendation

Staff recommends approval of Petition 2-2012.

Richard & Joann Vogt, Rezone Petition 2-2012

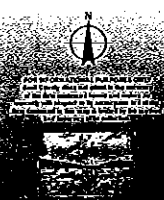
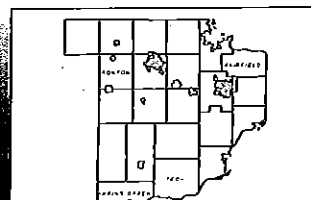


Legend

Roads
 - Interstate
 - Highway
 - State
 - County
 - Local

Agriculture Soils
 - Very Sch
 - Sch
 - Fair Sch
 - Poor Sch
 - Very Poor Sch

Zoning
 - AC
 - C-1
 - C-2
 - C-3
 - C-4
 - R-1
 - R-2
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Richard and Joanne Vogt
S10284 Dead End Road
Plain, WI 53577
(608) 546-2439
joanne_vogt@yahoo.com

September, 2011

To Whom it may concern:

This letter is being written to explain the reasons that we would like to rezone our property at S10284 Dead End Road, Plain, WI 53577 from the present "Exclusive Agriculture District" to "Agriculture District" as it pertains to Ch. 7, Sauk County Zoning Ordinance.

We purchased 35.17 acres in 1991, following the Exclusive Ag rules, and built our home, which we moved into in February of 1992.

During these past 19 years, we have spent many of our days improving the property. We also have run a bed and breakfast for the past 15 years. Over that time, we have developed recreational trails throughout the property for our enjoyment, as well as, for our bed and breakfast guests. These trails provide low impact recreational activities such as hiking and snowshoeing. We will be scaling back on our bed and breakfast and eventually discontinuing in the next year.

Now that we have reached an older status in our lives, we wish to move closer to our children and grandchildren who now live in the Sauk Prairie and Madison area. Our sibling family members are located in the Milwaukee and Chicago areas. We also believe that we would like to move into or adjacent to a city with closer access to larger community amenities - medical facilities, shopping, community activities, especially for elder persons. In addition, we do not feel that we will be able to keep up with the maintenance of our current residence, as it is too large for us, while no longer running the bed and breakfast and don't have family with us.

Exhibit 2

Following is the current status of the property and beliefs of the future development:

Existing use, setting and description

The 35 acre parcel is bounded by CTH "B" and the River Valley veterinary clinic on the North, Dead End Road, the vet clinic and a private residence on the west. Private pasture and agricultural land are adjacent to the south and east boundaries (see EX #1).

Dead End Road has nine driveways to residential homes, lots and businesses along with four field entrances. The road has a seal coated surface. Originally, the town right of way (ROW) that was three rods (49.5 ft.) wide, is now by law, the standard 66 feet. The road surface is narrow, 16 feet in some areas at the end. The town road standard width is 20 to 22 feet.. We do not feel the roadway needs to be upgraded to town standards, because there is no issue with present use and traffic nor would there be with our plan for the rezone.

The home is used as a bed and breakfast during the spring, summer and fall seasons and will be discontinued, unless sold as a B&B. The vet clinic has been annexed into the Village of Plain in the past year. Several years ago the parcel of land that lays west of Dead End Road was divided into separate parcels. One parcel located directly across Dead End Road from our house was subdivided into residential lots and annexed into the village. It is anticipated that someday the large agriculture field to the north of this parcel will be subdivided and annexed to the village as well.(See EX #1)

Future use proposal

Because we have put so much work into the entire parcel and believe that this change will not adversely affect the township, we are proposing a rezone to general agriculture, so that we may sell off five acres with the home but retain ownership of the remaining land. The reason for retaining the remainder of the land is that we have planted the nine acre field that was in CRP when purchased in 1991 in pine, oak and ash. This field was designated as Highly Erosive Land (HEL) (See EX #2) . In 1995, rabbit and deer caused almost complete devastation of the plantings, especially the oak trees. Due to a major effort to protect the remaining oak, we have spent many hours making sure that these trees have survived the wildlife. Also, it will be another 15 years before the pines are ready to harvest. By retaining the remaining property, we would plan to eventually harvest the pines.

In addition, since the property is adjacent to the Village of Plain, it would be one of the choice properties for future development for Franklin Township. However, instead of the property being developed into a regular subdivision, we would propose, perhaps, having some commercial lots along Dead End Road but mainly residential lots in a conservation development subdivision in the future. With this type of development, a significant part of the forested property on the east side would be left as common property, maybe as a public conservation open space. We have no plans for development in the foreseeable future. However, it seems to us to be the most feasible use of this property over the long term. One reason to keep the 30 acre parcel under our ownership is to be able to control development fitting into the goals of the Town of Franklin Comprehensive Plan. It is a very nice piece of property with many natural amenities that should be preserved. Our nightmare would be for someone to turn the hilltop into the look of a West Virginia open pit mine.

Town of Franklin Ag Preservation Plan Map

Ag Preservation Plan Map- 2005 Exhibit C

Legend

Ag Preservation Plan

Preservation Area

Transition Area

Development Area

General

Interstate Highway

United States Highway

State Highway

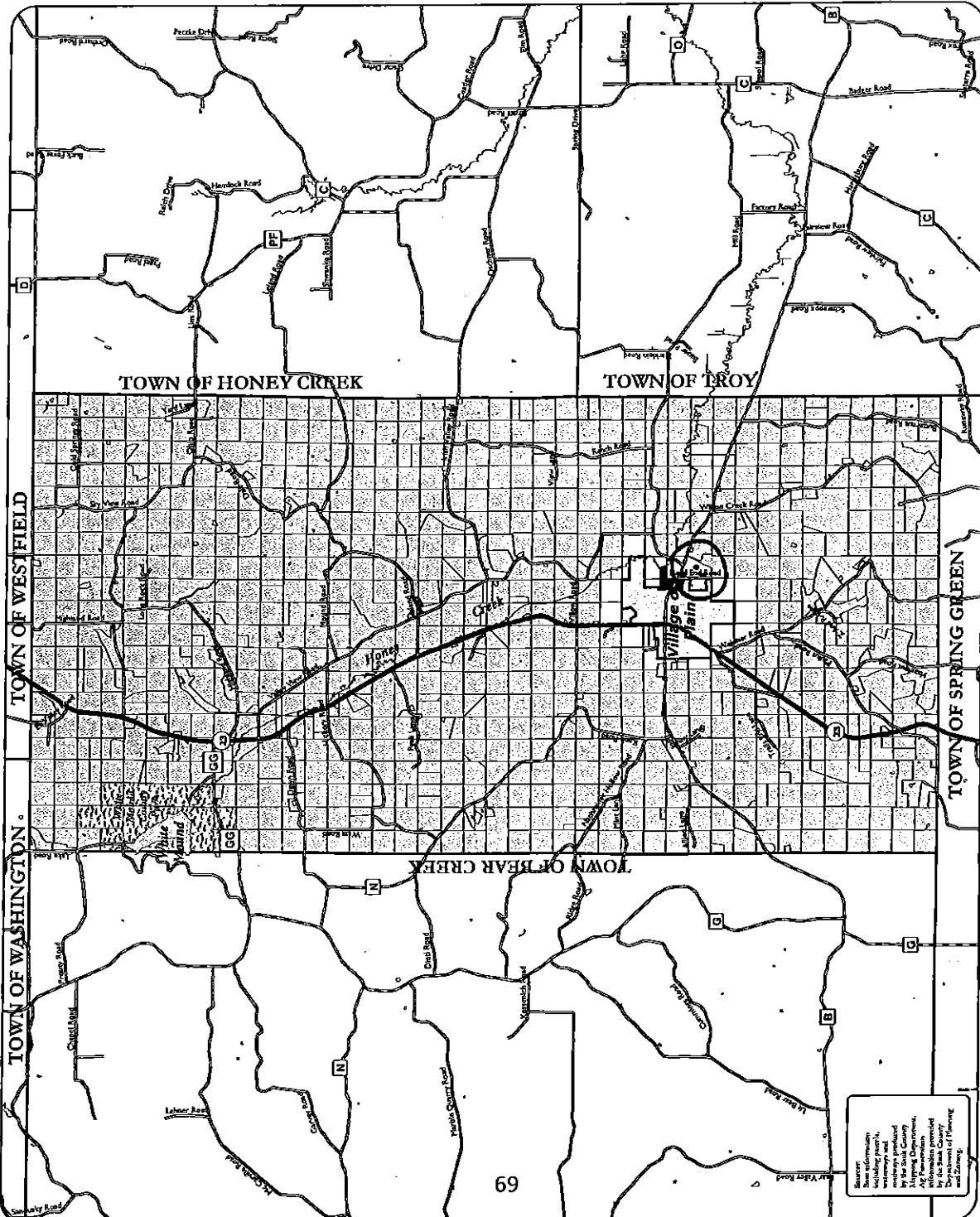
County Highway

Town Road

State/County Owned Property

Town Border

Parcel Boundaries



Source:
Base information
including parcels,
roadways, and
water bodies
provided by the
State of New
Hampshire.
All other
information provided
by the
Department of Planning
and Zoning.

ORDINANCE NO. 3 - 2012

AMENDING CHAPTER 20, UNIFORM CITATION ORDINANCE,
SECTION 20.07(3), CHAPTER 7: ZONING ORDINANCE
PERTAINING TO SIGN REGULATIONS

WHEREAS, the County Board of Supervisors of the County of Sauk does ordain as follows:

WHEREAS, it is necessary to amend ch. 20 entitled Uniform Citation Ordinance to reflect changes made in ch. 7 of the Sauk Co. Code of Ordinances; and,

WHEREAS, your undersigned Committee has considered the amendments to ch. 20 and believes that adoption of these amendments is in the best interest of the people of Sauk County.

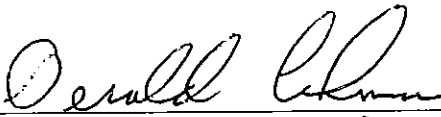
NOW, THEREFORE, BE IT ORDAINED, that Sauk Co. Code § 20.07(3)(a) is hereby amended to read as follows, changes indicated by highlight and strikeout, and shall be effective upon its adoption.

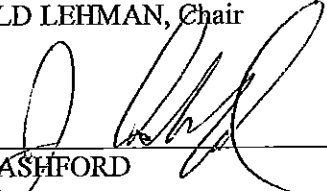
"20.07(3)(a) \$ 50 ~~sign regulations; s. 7.03(2)(1), 7.13 (1)(j), 7.05(2)(h), 7.05B(2)(a)7,~~
~~7.10(2)(a)14 and 7.10A(2)(a)14~~ Violations of Subchapter II, Sign Regulations"

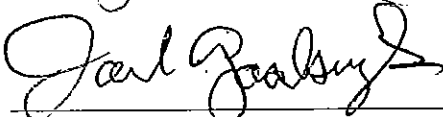
For consideration by the Sauk County Board of Supervisors on February 20, 2012.

Respectfully submitted,

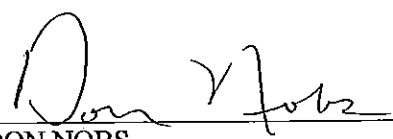
PLANNING, ZONING & LAND RECORDS COMMITTEE


GERALD LEHMAN, Chair


JUDY ASHFORD


JOEL GAALSWYK

FREDERICK HALFEN


DON NOBS

FISCAL NOTE: None *KPB*
MIS IMPACT: None

s:/ccounsel/Ordindoc/Implementing Ordinances/ch7_20_Sign Ordn.doc

RESOLUTION NO. 17-12

**AUTHORIZATION TO CONTRACT WITH RUTTER INSTALLATIONS TO INSTALL
AND TANDUS FLOORING US, LLC TO ACQUIRE CARPET IN THE WEST SQUARE
FACILITIES**

WHEREAS, carpet replacement has been taking place within the facilities over the last six years, and;

WHEREAS, the previous installation approval amounts were in need of rebidding due to the length of time since the last bid, and;

WHEREAS, the Emergency Management, Buildings & Safety Administrator in conjunction with the Property & Insurance Committee solicited bids to complete the remaining installation of carpet within the West Square Facility; and,

WHEREAS, Rutter Installations provided the only bid of \$3.98 per square yard, \$25.00 per hour for floor preparation and \$.50 per foot to install rubber base; and,

WHEREAS, Rutter Installations had performed the previous work without issue; and,

WHEREAS, Sauk County has purchased the carpet factory direct from Tandus Flooring US, LLC at the Government discounted price and consistent use of the same product will provide continuity throughout the facilities,

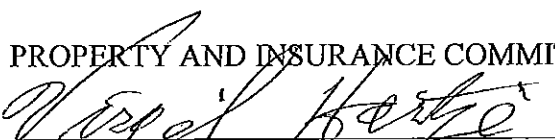
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the Emergency Management Buildings & Safety Administrator is hereby directed and authorized to contract with Rutter Installations to complete the carpet installation in the West Square Administration Building at the costs noted above.

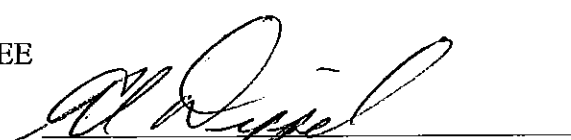
AND BE IT FURTHER RESOLVED, that the Emergency Management Buildings & Safety Administrator is hereby directed and authorized to continue to purchase the necessary carpet direct from Tandus Flooring US, LLC at the Government discounted price.

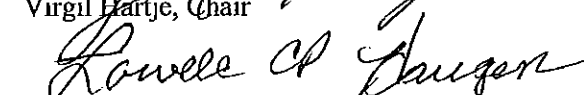
For consideration by the Sauk County Board of Supervisors on February 20th, 2012.

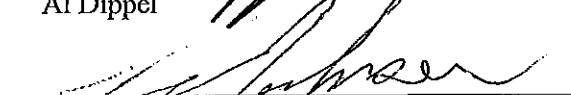
Respectfully submitted by:

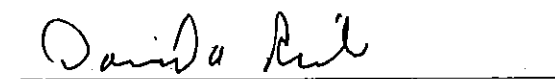
PROPERTY AND INSURANCE COMMITTEE


Virgil Hartje, Chair


Al Dippel


Lowell C.P. Haugen


George F. Johnson


David Riek

Fiscal Note: Costs for installation and materials⁷¹ are budgeted in the Building Services Budget. *KAS*
Information System Note: No Information System impact.