

**AGENDA**  
**SAUK COUNTY BOARD OF SUPERVISORS**  
**Tuesday, August 15, 2006 @ 6:00 P.M.**  
**West Square Building, 505 Broadway, Rm. #326, Baraboo, Wisconsin**

• **Meetings:**

Special meeting of the **Management Information Systems (MIS) Committee @ 5:40 p.m.**, in the Gallery of County Board Room #326A, to consider 1.) **LAW ENFORCEMENT & JUDICIARY COMMITTEE and MANAGEMENT INFORMATION SYSTEMS (MIS) COMMITTEE**: Resolution -06 Authorizing Attendance Of Four Sauk County Employees At The VisionAIR Fall Training Conference At Wilmington, North Carolina, In November, 2006..

Special meeting of the **Health Care Center Committee** at 5:45 p.m., in the Gallery of County Board Room #326A, to consider: 1.) Resolution -06 Authorizing Contracting With \_\_\_\_\_ To Conduct An Organizational Analysis And Assessment Of Sauk County Health Care Center.

Special meeting of the **Finance Committee** at **5:50 p.m.**, in the Gallery of County Board Room #326A, to consider: 1.) Approval of County vouchers.

- **Call to order, and certify compliance with Open Meeting Law.**
- **Roll call.**
- **Invocation and pledge of allegiance.**
- **Adoption of agenda.**
- **Approval of minutes of previous meeting.**
- **Scheduled appearances: None.**
- **Public comment.**
- **Communications.**
- **Bills & referrals: None.**
- **Claims.**
- **Appointments: None**
- **Unfinished Business: None**
- **Consent Agenda Resolutions & Ordinances: None.**

- **Reports** (informational only, no action required):
  1. Beverly J. Mielke, Sauk County Clerk, rezoning petitions received per Wisconsin State Statutes 59.69(5)(e)1:
    - ♦ **Petition 19-06** Rezoning request, Township of Baraboo, from General Agriculture to Residential. Filed by Ralph Tuttle. **(pages 4 - 9)**
  2. Sauk County Quarterly Financial Report. **(pages 10 & 11)**
  3. Supervisor Ashford: Executive & Legislative Committee report.
  4. Supervisor Carlson update on 2006 Courthouse Celebration.
  5. Supervisor Endres: update on Continuum of Care Committee.
  6. Bill Orth, Director of Human Services, and Trish Vandre, Director, Commission On Aging/Aging Resource Center: update on Long Term Care and ADRC's (Aging and Disability Resource Centers).
  7. Marty Krueger, Sauk County Board Chairman: Chairperson's report.
  8. Kathryn Schauf, Administrative Coordinator: County updates.

- **Resolutions & Ordinances:**

**Page #      LAW ENFORCEMENT & JUDICIARY COMMITTEE:**

12 & 13      Resolution 89-06    Authorization to Purchase Two Unmarked Squad Cars.

14 & 15      Resolution 90-06    Authorization to Purchase Replacement Unmarked Squad Car.

**LAW ENFORCEMENT & JUDICIARY COMMITTEE and EXECUTIVE & LEGISLATIVE COMMITTEE:**

16 & 17      Resolution 91-06    Approving The Acceptance And Disbursement Of Homeland Security Interoperability Grant Funds.

**LAW ENFORCEMENT & JUDICIARY COMMITTEE and MANAGEMENT INFORMATION SYSTEMS (MIS) COMMITTEE:**

18              Resolution 92-06    Authorizing Attendance Of Four Sauk County Employees At The VisionAIR Fall Training Conference At Wilmington, North Carolina, In November, 2006.

**HEALTH CARE CENTER COMMITTEE:**

19 - 21      Resolution 93-06    Authorization To Purchase A Bladder Scanner At Sauk County Health Care Center.

**HEALTH CARE CENTER COMMITTEE and CONTINUUM OF CARE PLANNING COMMITTEE:**

22 & 23      Resolution 94-06    Authorizing Contracting With WIPFLi To Conduct An Organizational Analysis And Assessment Of Sauk County Health Care Center.

**PERSONNEL COMMITTEE:**

24 - 31 Resolution 95-06 Ratifying The 2006-2007 Collective Bargaining Agreement Between Sauk County And American Federation Of State County Municipal Employees.

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

32 - 39 Ordinance 96-06 Approving The Rezoning Of Lands In The Town Of Winfield From A Recreational-Commercial To A single Family Residential Zoning District Filed Upon James Hutchinson, Property Owner, (Petition #13-2006).

40 - 50 Ordinance 97-06 Repeal Chapter 41, "Regulating The Height Of Structures And Trees In The Vicinity Of The Tri-County Regional Airport, Lone Rock, Sauk County, Wisconsin" Of The Sauk County Code Of Ordinances And Repeal Chapter 41, "Airport Zoning Ordinance For The Tri-County Regional Airport", (Petition #17-2006). Vicinity

**PROPERTY & INSURANCE COMMITTEE:**

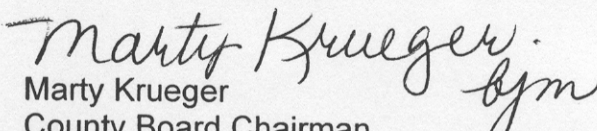
51 Resolution 98-06 Authorizing The Advertisement For Sale Of Outlot 2, Eagle Addition To Lake Dellona, Town of Dellona.

**Resolution forwarded by Supervisor Wheeler, presented by Supervisors Kriegl and Stoeckmann:**

52 & 53 Resolution 99-06 Approving The Placement Of A County Wide Referendum Question On The November 2006 Election Ballot, Giving Sauk County Voters An Opportunity To Advise National Elected Representatives On The Matter Of Bringing US Troops Home From Iraq.

- Adjournment to a date certain.

Respectfully submitted,

  
Marty Krueger  
County Board Chairman

✓ **Reminder to County Board members:** Stop in the County Clerk's Office prior to each Board meeting to sign original resolutions/ordinances approved by committees to be brought to the full County Board.

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.

Petition # 19-2006

**2006 DEVELOPMENT APPLICATION**  
Sauk County Office of Planning and Zoning  
505 Broadway Street - Sauk County West Square Building  
Baraboo, Wisconsin 53913  
(608) 355-3285

RECEIVED  
JUL 31 2006

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

**Instructions:**

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat      Rezoning      Development Plan      Zoning Text Change

ZONING:  
CURRENT Gen. Ag.      PROPOSED Residential

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

PROJECT LOCATION NE 1/4 - NE 1/4, Section 14, T11N, R6E

TOWNSHIP Town of Baraboo

PROPERTY OWNER RALPH TUTTLE & MARY ANGEL

APPLICANT RALPH TUTTLE

PHONE NUMBER 608-356-6418, 608 844-0445

MAILING ADDRESS 1242 SPRING BROOK DR  
BARABOO, WI 53913

SIGNATURE OF APPLICANT [Signature]      DATE 7/18/06

Fee Paid \$350.00

Receipt # 20733 (Credit Account # 10063-444240)

**COPY**

- c: Corporation Counsel's Office
- Planning and Zoning Office
- ✓ County Clerk - For reporting at the next County Board of Supervisors meeting  Y  N
- County Supervisor 2 Kriegl

**TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)**

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
Subdivision / Plat Review / Development Plan / PUD \$300 plus \$20/lot	Yes	Preliminary Plat-6 copies Final Plat-11 copies Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement* Architectural Drawings** Other information in Chapter 22 County Code
Rezoning \$350	Yes	Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$350	No	No	**

# Aerial photos are available from the Office of Planning and Zoning.

\* Prior to the approval of any final plat or rezoning, the applicant must provide written statements from the utility providers which will serve the proposed development. The statements shall address the adequacy and location of all utility easements. The applicant shall also provide driveway access improvement approvals where applicable.

\*\* Other items which the staff may require.

**APPLICATION DEADLINE**

All applications must be in the Office of Planning and Zoning no later than 12:00 noon on the day of the deadline. In order to be accepted, the application must contain all required items and information described in the application. Partial applications will not be accepted for placement on the Planning, Zoning and Land Records Committee agenda until all such materials are submitted.

**APPLICATION DEADLINE DATE**

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

December 9, 2005  
January 13, 2006  
February 11, 2006  
March 3, 2006  
April 7, 2006  
May 5, 2006  
June 9, 2006  
July 7, 2006  
August 11, 2006  
September 8, 2006  
October 13, 2006  
No Public Hearing in December

January 24, 2006  
February 28, 2006  
March 28, 2006  
April 25, 2006  
May 23, 2006  
June 27, 2006  
July 25, 2006  
August 22, 2006  
September 26, 2006  
October 24, 2006  
November 28, 2006

**APPLICATION FEE**

Submit the appropriate application fee indicated above. Make checks payable to Sauk County Planning & Zoning.

**PROJECT FACTS**

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

Name of Subdivision (if applicable) \_\_\_\_\_  
Total Site Area (Acres) 5.48 Acres (Square Feet) \_\_\_\_\_

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	<u>Gen. Ag</u>	<u>Residential</u>
North	<u>SF Residential</u> <u>Rec./comm.</u>	<u>Residential/subdivision</u> <u>commercial</u>
South	<u>SF Residential</u> <u>Gen Ag &amp; State</u>	<u>Residential &amp; State park</u> <u>Proposed subdivision</u>
East	<u>SF Residential</u> <u>Rec./comm.</u>	<u>commercial</u>
West	<u>SF Residential</u> <u>Gen. Ag.</u>	<u>Residential</u>

**JUSTIFICATION STATEMENT**

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

1. General description of the request.

Rezone parcel from General Agriculture  
to Single Family Residential.

2. Related background information on the project and site.

Parcel contains a single family home  
and is in sanitary district.

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

4

Rezoning of parcel will match adjacent zoning and use.

Rezoning is needed to divide parcel into 4 lots.

### SITE/PLOT PLAN

Submit the following plan(s):

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

### SURVEY/PLAT

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

### OTHER INFORMATION

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

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

SAUK COUNTY PLANNING AND ZONING  
OWNER'S CONSENT FORM

RALPH TUTTLE, the sole owner of record of the  
Owner's Name

property legally described as:

See attached

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

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

subject property for the purpose REZONE described in the  
Type of Request

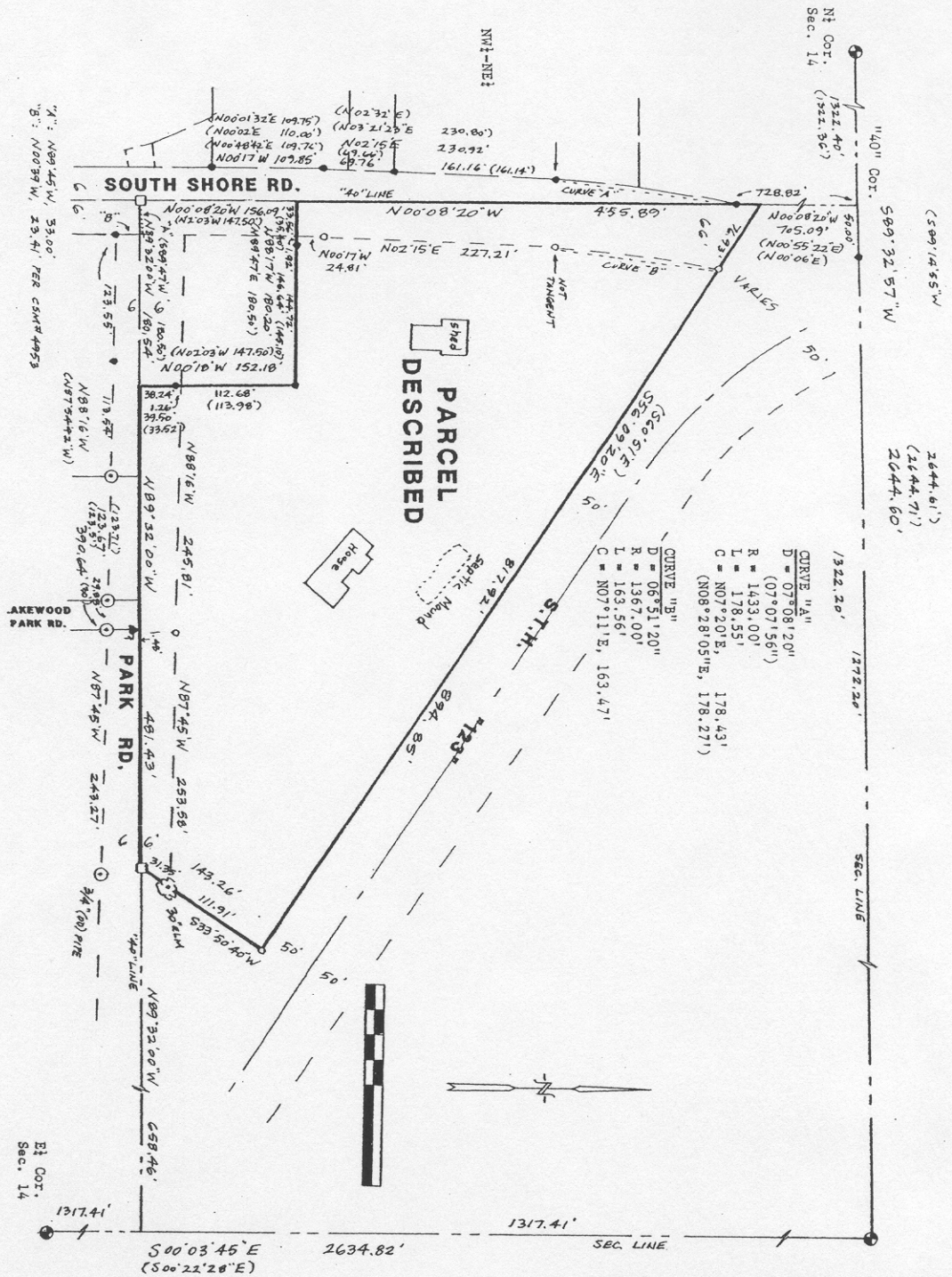
application and expressly consents to all conditions which may be agreed to for the application which may be  
imposed by the Planning, Zoning and Land Records Committee and Sauk County Board of Supervisors. I will  
permit representatives from the Sauk County Department of Planning and Zoning to access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

By [Signature]  
Owner's Name



# PLAT OF SURVEY

Located in  
 NE1-NE1, Section 14, T11N, R56E,  
 Town of Baraboo, Sauk County, Wisconsin

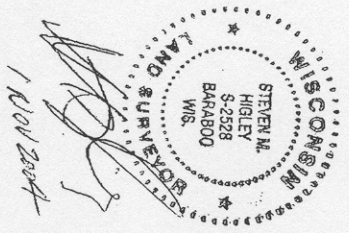


CURVE "A"	
D = 07°08'120"	
(07°07'56")	
R = 1433.00'	
L = 178.55'	
C = N07°20'E, 178.43'	
(N08°28'05"E, 178.27')	
CURVE "B"	
D = 06°51'20"	
R = 1367.00'	
L = 163.56'	
C = N07°11'E, 163.47'	

**PARCEL DESCRIPTION (VOL. 313, PAGE 642):**  
 All that portion of the NE1-NE1 of Section 14, T11N, R56E, South of S.T.H. "123", except the South 8.94 rods of the West 10.94 rods of said forty, and except the East two acres thereof. Also granting to the parties of the Second Part an undivided 1/2 interest in the East two acres of that part of the NE1-NE1 of Section 14, T11N, R56E, 1/4th South and West of the concrete highway known as S.T.H. "123".  
 All of the conditions subsequent contained in that certain instrument dated April 30, 1956, recorded May 18, 1956, in Volume 263 of Deeds on Page 115, being instrument #309797 in the office of the Register of Deeds for Sauk County, Wisconsin, are by this instrument abrogated (sic), released, set aside and held for naught.

**SURVEYOR'S NOTE:**  
 Vol. 263, P. 115 conveyed the first 1 interest.

**SURVEYOR'S CERTIFICATE:**  
 I, Steven M. Hogley, registered land surveyor, hereby certify that this plat was prepared and approved in accordance with the provisions of Chapter SRS 19.01, Stats., and that the same has been filed with the Wisconsin Administrative Code to the best of my knowledge, information and belief.



1 NOV 2004

SAUK COUNTY FINANCIAL REPORT (Unaudited)

June 30, 2006

Percent of Year Complete 50.00%

2005 Expense

Budget

Excluding Addn

Year-to-Date

% of

2005 Revenue

Budget Excluding

Carryforwards,

Tax Levy or

Fund Bal Use

Year-to-Date

Revenues

% of

Budget

08/05/2006

Amount

(Over)/Under

Budget

Department / Account Title	2005 Expense Budget Excluding Addn to Fund Balance	Year-to-Date Expenses	% of Budget	2005 Revenue Budget Excluding Carryforwards, Tax Levy or Fund Bal Use	Year-to-Date Revenues	% of Budget	Amount (Over)/Under Budget
General Fund Property Tax	-	-	-	-	-	-	-
Miscellaneous Sales Tax	-	-	-	-	-	-	-
County Sales Tax	-	-	-	140	73	52.48%	-
Shared Revenue	-	-	-	7,071,429	2,497,693	35.32%	-
Computer Aid	-	-	-	857,121	-	-	-
Indirect Cost Reimbursement	-	-	-	88,145	89,589	101.64%	-
Arts & Humanities Fees	-	-	-	132,249	66,124	50.00%	-
Interest on Loan Payments	-	-	-	-	-	-	-
Rent of County Buildings	-	-	-	817	504	61.71%	-
Sale of County-Owned Property	-	-	-	42,207	22,335	52.92%	-
Miscellaneous Revenues	-	-	-	4,000	986	24.65%	-
Transfer from Health Care Center	-	-	-	800	110	13.75%	-
Use of Fund Balance	-	-	-	906,620	169,349	18.68%	-
Miscellaneous Expenses	-	10	-	-	-	-	-
Charitable / Penal Fines	12	6	51.17%	-	-	-	-
Contingency Fund	461,209	-	-	-	-	-	-
Disabled Parking Enforcement	1,000	-	-	-	-	-	-
Baraboo-Dells Airport	4,100	4,100	100.00%	-	-	-	-
Reedsburg Airport	4,100	-	-	-	-	-	-
Sauk-Prairie Airport	4,100	4,100	100.00%	-	-	-	-
Tri-County Airport	14,615	14,615	100.00%	-	-	-	-
Wisconsin River Rail Transit	26,000	26,000	100.00%	-	-	-	-
Animal Shelter Operations	99,953	49,977	50.00%	-	-	-	-
Hope House	25,000	25,000	100.00%	-	-	-	-
Sauk County Libraries	759,741	758,457	99.83%	-	-	-	-
Arts & Humanities	165,190	55,004	33.30%	-	-	-	-
Sauk County Fair Board	15,000	15,000	100.00%	-	-	-	-
UW-Baraboo / Sauk County	75,000	75,000	100.00%	-	-	-	-
Conservation Congress	1,100	1,100	100.00%	-	-	-	-
Sauk County Development Corp	60,935	60,935	100.00%	-	-	-	-
Central Wisc. Community Action Council	7,500	7,500	100.00%	-	-	-	-
Transfer to Capital Projects	2,800,000	2,800,000	100.00%	-	-	-	-
Transfer to Debt Service Fund	3,377,194	1,688,597	50.00%	-	-	-	-
<b>TOTAL GENERAL FUND NON-DEPARTMENTAL</b>	<b>7,901,749</b>	<b>5,585,401</b>	<b>70.69%</b>	<b>9,103,528</b>	<b>2,846,763</b>	<b>31.27%</b>	<b>(3,940,417)</b>
County Board	137,443	62,359	45.37%	-	-	-	75,084
Clerk of Courts	1,055,864	462,526	43.81%	771,605	396,536	51.39%	218,268
Board of Adjustment	72,022	32,719	45.43%	16,800	9,100	54.17%	31,603
Circuit Courts	484,040	224,518	46.38%	225,612	112,806	50.00%	146,716
Court Commissioner	181,792	83,372	45.86%	26,982	14,020	51.96%	85,457
Register in Probate	130,984	64,215	49.02%	37,500	14,535	38.76%	43,804
Accounting	448,489	150,462	33.55%	1,975	1,402	70.97%	297,454
Family Court Counseling Service	17,915	6,386	35.65%	16,500	7,375	44.70%	2,404
County Clerk / Elections	320,693	129,405	40.35%	60,957	11,108	18.22%	141,439
Personnel	478,905	207,048	43.23%	123,784	66,089	53.39%	214,162
Treasurer	437,325	177,136	40.50%	969,025	798,417	82.39%	89,581
Register of Deeds	246,314	111,587	45.30%	578,000	335,794	58.10%	(107,480)
District Attorney / Victim Witness	475,695	202,498	42.57%	63,199	28,358	44.87%	238,356
Corporation Counsel	509,628	231,787	45.48%	162,969	74,946	45.99%	189,817
Surveyor	82,732	17,009	20.56%	-	-	-	65,723
Building Services	2,410,482	1,011,655	41.97%	154,270	68,901	44.66%	1,313,458
Mapping	128,959	57,084	44.26%	3,500	936	26.75%	69,312
Sheriff	11,995,640	5,847,135	48.74%	2,176,332	945,091	43.43%	4,917,264
Coroner	102,707	48,914	47.63%	-	-	-	53,793
Emergency Management	357,083	172,037	48.18%	42,000	76,136	181.28%	219,182
Administrative Coordinator	218,415	124,543	57.02%	-	-	-	93,872
Managment Information Systems	2,016,542	607,602	30.13%	1,198,970	209,924	17.51%	419,894
Public Health	625,240	289,551	46.31%	195,333	101,784	52.11%	242,139
Home Nursing	868,669	378,133	43.53%	749,423	295,003	39.36%	36,116
WIC	204,576	79,599	38.91%	163,176	79,028	48.43%	40,829
Environmental Health	278,931	118,046	42.32%	219,777	115,738	52.66%	56,846
Bioterrorism	339,900	89,554	26.35%	291,011	90,906	31.24%	50,241
Child Support	767,951	341,049	44.41%	639,549	314,914	49.24%	102,268
Veterans Service	210,264	91,037	43.30%	17,000	16,749	98.53%	118,976
Parks	289,799	136,341	47.05%	131,483	32,134	24.44%	54,108
Planning & Zoning	1,239,196	262,873	21.21%	691,000	157,791	22.84%	443,114
Land Conservation	1,048,629	353,851	33.74%	493,282	29,378	5.96%	230,873
UW Extension	256,507	124,935	48.71%	14,013	18,540	132.30%	136,098
County Farm	7,475	37	0.50%	29,848	19,847	66.49%	(2,563)
<b>TOTAL GENERAL FUND</b>	<b>36,348,555</b>	<b>17,882,407</b>	<b>49.20%</b>	<b>19,368,403</b>	<b>7,290,047</b>	<b>37.64%</b>	<b>6,387,792</b>
Commission on Aging	941,829	470,149	49.92%	602,680	322,112	53.45%	191,112
Human Services	19,779,640	9,274,780	46.89%	13,541,511	7,650,593	56.50%	4,613,942
Jail Fund	141,540	70,770	50.00%	125,000	69,525	55.62%	15,295
Land Records Modernization	258,443	60,350	23.35%	135,000	79,355	58.78%	142,448
Landfill Remediation	22,000	5,391	24.50%	71,070	20,943	29.47%	(33,518)
Forest Management	14,740	-	-	20,000	125	0.63%	(5,135)
Baraboo Range	1,067,033	37,506	3.51%	1,004,000	6,498	0.65%	32,026
Drug Seizures	2,000	-	-	2,000	-	-	-
Parkland Development	-	-	-	3,000	1,925	64.17%	(1,075)
Community Development Block Grant	200,200	-	-	219,174	2,016	0.92%	(16,958)
Rental Properties	27,484	14,591	-	30,652	19,937	65.04%	2,179
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>22,454,909</b>	<b>9,933,536</b>	<b>44.24%</b>	<b>15,754,087</b>	<b>8,173,030</b>	<b>51.88%</b>	<b>4,940,316</b>

SAUK COUNTY FINANCIAL REPORT (Unaudited)

June 30, 2006	2005 Expense Budget			2005 Revenue Budget Excluding Carryforwards, Tax Levy or Fund Bal Use			08/05/2006	
Percent of Year Complete	50.00%	Excluding Adn to Fund Balance	Year-to-Date Expenses	% of Budget	Year-to-Date Revenues	% of Budget	Amount (Over)/Under Budget	
Department / Account Title								
<b>BUILDING PROJECTS FUND</b>		4,123,179	1,606,215	38.96%	2,800,000	2,971,732	106.13%	2,688,696
<b>DEBT SERVICE FUND</b>		3,828,734	451,317	11.79%	3,558,734	1,829,866	51.42%	1,648,549
Health Care Center		10,903,660	4,221,807	38.72%	7,518,384	3,037,496	40.40%	2,200,965
Tri-County Airport		416,820	83,367	20.00%	347,441	107,570	30.96%	93,581
Solid Waste		916,237	146,573	16.00%	77,851	8,863	11.38%	700,676
<b>TOTAL ENTERPRISE FUNDS</b>		12,236,717	4,451,748	36.38%	7,943,676	3,153,929	39.70%	2,995,222
Highway Insurance		7,948,387	2,628,911	33.07%	4,212,633	1,910,630	45.35%	3,017,473
		154,211	67,054	43.48%	109,000	54,740	50.22%	32,897
<b>TOTAL INTERNAL SERVICE FUNDS</b>		8,102,598	2,695,964	33.27%	4,321,633	1,965,370	45.48%	3,050,371
Alice in Dairyland		500	-	-	100	135	135.18%	535
Dog License		32,262	15,160	46.99%	32,000	21,623	67.57%	6,725
Officers' Range Association		13,680	12,478	91.22%	20,704	8,116	39.20%	(11,386)
<b>TOTAL TRUST &amp; AGENCY FUNDS</b>		46,442	27,638	59.51%	52,804	29,874	56.58%	(4,126)
<b>TOTAL COUNTY</b>		87,141,134	37,048,826	42.52%	53,799,337	25,413,848	47.24%	21,706,819

GENERAL FUND BALANCE AS OF . . .	PRELIMINARY	
	December 31, 2005	June 30, 2006
Reserved for Inventories	24,137	24,137
Reserved for Prepaid Items	239,359	239,359
Reserved for Long-Term Receivable (Delinquent Taxes)	1,202,598	1,202,598
Reserved for Long-Term Receivable (Loan to Tri-County Airport)	17,536	16,861
Unreserved, Designated for Working Capital	5,562,420	6,103,988
Unreserved, Designated for Carryforward Funds	1,021,964	1,021,964
Unreserved, Designated for Subsequent Year Budgeted Use of Fund Balance	4,155,875	4,155,875
Unreserved, Designated for Health Care Center	1,000,000	1,000,000
Unreserved, Undesignated	7,511,026	(3,622,228)
<b>TOTAL GENERAL FUND BALANCE</b>	20,734,915	10,142,555

SAUK COUNTY FUND BALANCES  
June 30, 2006

	PRELIMINARY		
	December 31, 2005	2006	Current
	Ending Total Fund Balance	Net Income/Adj	Fund Balance
General	20,734,915	1,353,994	22,088,909
Commission on Aging	477,067	19,502	496,569
Human Services	1,206,329	4,394,521	5,600,850
Jail Assessment	25,257	(1,245)	24,012
Land Records	402,961	19,005	421,966
Landfill Remediation	2,216,750	15,552	2,232,302
Forest Management	69,986	125	70,111
Baraboo Range	(32,003)	(31,007)	(63,010)
Drug Seizures	204,139	-	204,139
Parkland Development	13,095	1,925	15,020
Community Development Block Grant	12,139	2,016	14,155
Rental Properties	10,797	5,347	16,144
Building Projects	886,797	1,365,517	2,252,313
Debt Service	69,406	1,628,549	1,697,955
Health Care Center	2,741,666	1,182,264	3,923,931
Tri-County Airport	1,545,862	24,202	1,570,064
Solid Waste	1,219,649	(137,710)	1,081,939
Highway Insurance	6,228,108	2,417,473	8,645,581
Alice in Dairyland	687,827	(12,314)	675,513
Dog Licence	9,936	135	10,071
Officers Range	3,927	6,463	10,390
	11,728	(4,362)	7,366
	38,746,339	12,249,952	50,996,291

CURRENT DEBT PRINCIPAL BALANCE

Communications Notes	3,145,000
Huber/West Square Refunding Bonds	2,630,000
Law Enforcement Center Bonds	6,430,000
2004 Law Enforcement Refunding Bonds	6,505,000
2005 Law Enforcement Refunding Bonds	10,000,000
	28,710,000

**AUTHORIZATION TO PURCHASE  
TWO UNMARKED SQUAD CARS**

**WHEREAS**, the 2006 Sheriff's adopted budget contains an allocation of \$36,000 for the purchase of two vehicles for use as unmarked squad cars; and,

**WHEREAS**, the Sauk County Law Enforcement & Judiciary Committee authorized the solicitation of bids for two vehicles for use as unmarked squad cars; and,

**WHEREAS**, your committee has examined the bids submitted; and,

**WHEREAS**, the lowest bid received was from Koenecke Ford of Reedsburg for the purchase of two 2007 Ford Taurus autos for a cost of \$22,054 after trade of a 2000 Plymouth Voyager and a 1998 Ford Crown Victoria; and,

**WHEREAS**, the Law Enforcement & Judiciary Committee has recommended it to be in the best interest of Sauk County to accept the bid of Koenecke Ford for two 2007 Ford Taurus autos for a cost of \$22,054.

**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 from Koenecke Ford two 2007 Ford Taurus autos for a cost of \$22,054, with payment to be made from the Sheriff's 2006 adopted budget, Vehicle Replacement-Field Services.

For consideration by the Sauk County Board of Supervisors this 15th day of August, 2006

Respectfully submitted,

**SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE**

\_\_\_\_\_  
DONALD C. STEVENS

\_\_\_\_\_  
JOAN WHEELER

\_\_\_\_\_  
CHARLES MONTGOMERY

\_\_\_\_\_  
ROBERT SINKLAIR

\_\_\_\_\_  
PETER TOLLAKSEN

**Fiscal Note:**

Expenditure of \$22,054 from 2006 Sheriff's adopted budget, Vehicle Replacement-Field Services

*CLG*

# Unmarked Squad Bids

Baraboo Motors Baraboo, WI	2006 Dodge Stratus @ \$17,600 each	\$35,220
	Trade allowance on 2 vehicles	<u>6,500</u>
	TOTAL	\$28,720
Ballweg Ford Sauk City, WI	2007 Ford Windstar @ \$15,372 each	\$30,744
	Trade allowance on 2 vehicles	<u>3,300</u>
	TOTAL	\$27,444
	2007 Ford 500 @ \$19,398 each	\$38,796
	Trade allowance on 2 vehicles	<u>3,300</u>
	TOTAL	\$35,496
	2007 Ford Crown Victoria @ \$19,542 each	\$39,084
	Trade allowance on 2 vehicles	<u>3,300</u>
	TOTAL	\$35,784
	2007 Ford Free Style @ \$21,999 each	\$43,998
	Trade allowance on 2 vehicles	<u>3,300</u>
	TOTAL	\$40,698
Ballweg Chevrolet Sauk City, WI	2007 Chevrolet Impala @ \$16,364 each	\$32,728
	Trade allowance on 2 vehicles	<u>3,300</u>
	TOTAL	\$29,428
	2007 Chevrolet Uplander @ \$16,552 each	\$33,104
	Trade allowance on 2 vehicles	<u>3,300</u>
	TOTAL	\$29,804
	2007 Pontiac Grand Prix @ \$17,212 each	\$34,424
	Trade allowance on 2 vehicles	<u>3,300</u>
	TOTAL	\$31,124
	2007 Buick LaCrosse @ \$18,217 each	\$36,434
	Trade allowance on 2 vehicles	<u>3,300</u>
	TOTAL	\$33,134
Kayser Ford Madison, WI	2006 Ford Taurus @ \$14,600 each	\$29,200
	Trade allowance on 2 vehicles	<u>2,900</u>
	TOTAL	\$26,300
Koenecke Ford Reedsburg, WI	2007 Ford Taurus @ \$13,277 each	\$26,554
	Trade allowance on 2 vehicles	<u>4,500</u>
	TOTAL	\$22,054
Larson Chevrolet Baraboo, WI	2007 Chevrolet Impala @ \$16,897 each	\$33,794
	Trade allowance on 2 vehicles	<u>3,725</u>
	TOTAL	\$30,069

RESOLUTION NO. 90 - 06  
AUTHORIZATION TO PURCHASE  
REPLACEMENT UNMARKED SQUAD CAR

WHEREAS, a 2001 Ford Taurus unmarked squad car belonging to Sauk County was destroyed in a traffic collision on June 21st, 2006; and,

WHEREAS, the squad car has been declared a total loss by Local Government Property Insurance Fund adjusters; and,

WHEREAS, a vehicle is needed to replace the destroyed car; and,

WHEREAS, the Sauk County Sheriff's Department has solicited bids for replacement of the 2001 Ford Taurus; and,

WHEREAS, the Sauk County Law Enforcement & Judiciary Committee has examined the bids for a vehicle to replace the unmarked squad; and,

WHEREAS, the Sauk County Law Enforcement & Judiciary Committee recommends acceptance of the bid of Koenecke Ford of Reedsburg for purchase of a 2007 Ford Taurus for \$13,277; and,

WHEREAS, the 2006 Sheriff's adopted budget contains approximately \$30,000 in unspent monies in the Vehicle Replacement-Field Services account; and,

WHEREAS, Sauk County will be reimbursed by Local Government Property Insurance Fund for the current value of the destroyed unmarked squad car in the amount of \$7,950 which includes \$3,000 from the self insurance fund.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session that the Sauk County Sheriff be authorized and directed to purchase a 2007 Ford Taurus from Koenecke Ford for a cost of \$13,277.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Sheriff's 2006 budget be amended to increase the Vehicle Replacement Account by \$7,950 to reflect the insurance payments for the destroyed squad.

For consideration by the Sauk County Board of Supervisors this 15th day of August, 2006

Respectfully submitted,

**SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE**

\_\_\_\_\_  
DONALD C. STEVENS, CHAIR

\_\_\_\_\_  
JOAN WHEELER

\_\_\_\_\_  
ROBERT SINKLAIR

\_\_\_\_\_  
PETER TOLLAKSEN

\_\_\_\_\_  
CHARLES MONTGOMERY

**Fiscal Note:** Expenditure of \$13,277 from 2006 Sheriff's Adopted Budget Vehicle Replacement-Field Services with offsetting revenues from Sauk County's self-insurance fund in the amount of \$7,950

*cdg*

# Unmarked Squad Bids

Baraboo Motors  
Baraboo, WI

2006 Dodge Stratus @ \$17,600

Ballweg Ford.  
Sauk City, WI

2007 Ford Windstar @ \$15,372

2007 Ford 500 @ \$19,398

2007 Ford Crown Victoria @ \$19,542

2007 Ford Free Style @ \$21,999

Ballweg Chevrolet  
Sauk City, WI

2007 Chevrolet Impala @ \$16,364

2007 Chevrolet Uplander @ \$16,552

2007 Pontiac Grand Prix @ \$17,212

2007 Buick LaCrosse @ \$18,217

Kayser Ford  
Madison, WI

2006 Ford Taurus @ \$14,600

Koenecke Ford  
Reedsburg, WI

2007 Ford Taurus @ \$13,277

Larson Chevrolet  
Baraboo, WI

2007 Chevrolet Impala @ \$16,897

RESOLUTION NO. 91 - 06  
**APPROVING THE ACCEPTANCE AND DISBURSEMENT OF HOMELAND  
 SECURITY INTEROPERABILITY GRANT FUNDS**

**WHEREAS**, the Wisconsin Office of Justice Assistance has allocated federal Homeland Security funding to enhance radio (voice) communications interoperability by providing grant funds to cover up to 75 percent of the total cost of equipment, up to a specific ceiling amount that depends on the particular type of equipment; and,

**WHEREAS**, the Office of Justice Assistance has approved a grant administered by Sauk County Emergency Management for \$127,818 for Sauk County responders to upgrade and/or reprogram radios to further enhance the ability to communicate during an incident; and,

**WHEREAS**, in addition to the Sauk County Sheriff's Department, thirteen other Sauk County responders will benefit from this grant, including

Sauk County	\$47,500
Sauk Prairie Police Department	\$3,808
Sauk City Fire	\$9,520
Loganville Fire Department	\$315
Loganville First Responders	\$184
Merrimac Fire Department	\$17,686
Reedsburg Police Department	\$24,713
Rock Springs Fire Department	\$5,955
Lake Delton Police Department	\$1,333
Spring Green Fire Department	\$9,250
Reedsburg Ambulance	\$3,500
Prairie du Sac Fire Department	\$368
Hillpoint First Responders	\$2,457
Hillpoint Fire Department	\$1,229
<b>TOTAL</b>	<b>\$127,818</b>

and,

**WHEREAS**, for Sauk County's portion of the grant, \$47,500 is allocated toward purchase of 38 replacement radios in the Sheriff's Department with a total cost of \$64,750, necessitating the need for an additional \$17,250 in County funds; and,

**WHEREAS**, Sauk County will be able to sell the radios that are being replaced to other responders in Sauk County for \$11,375, offsetting the additional funds needed; and,

**WHEREAS**, the Sheriff's Department Field Services field supplies account contains the remaining \$5,875 in County funds needed.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session that the 2006 Emergency Management budget be amended to approve the receipt and disbursement of \$127,965 of Homeland Security grant funds; and.

**BE IT FURTHER RESOLVED**, that the 2006 Sheriff's Department budget be amended to allocate grant receipts, proceeds from sale of the replaced radios, and field supplies budget dollars to purchase new radios.



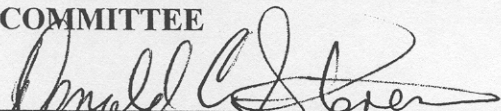
APPROVING THE ACCEPTANCE AND DISBURSEMENT OF HOMELAND SECURITY INTEROPERABILITY GRANT FUNDS

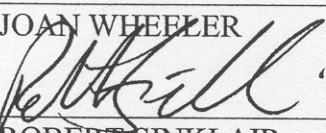
Page 2

For consideration by the Sauk County Board of Supervisors this 15th day of August, 2006.

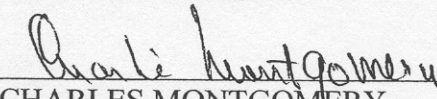
Respectfully submitted,

LAW ENFORCEMENT & JUDICIARY COMMITTEE

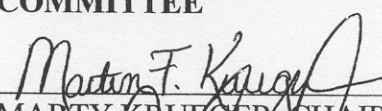
  
DONALD STEVENS, CHAIR

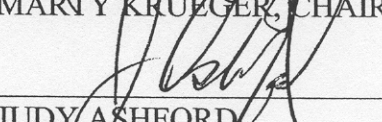
JOAN WHEELER  
  
ROBERT SINKLAIR

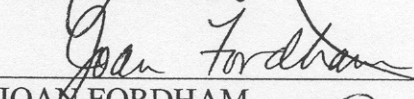
  
PETER TOLLA KSEN

  
CHARLES MONTGOMERY

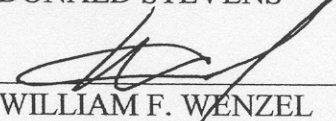
EXECUTIVE & LEGISLATIVE COMMITTEE

  
MARTY KRUEGER, CHAIR

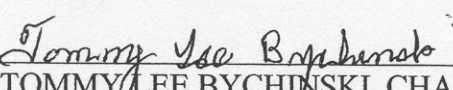
  
JUDY ASHFORD

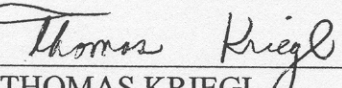
  
JOAN FORDHAM


  
DONALD STEVENS

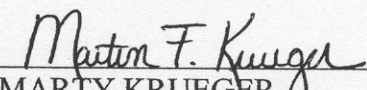
  
WILLIAM F. WENZEL

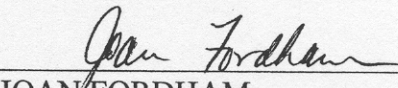
FINANCE COMMITTEE

  
TOMMY LEE BYCHINSKI, CHAIR

  
THOMAS KRIEGL

  
WILLIAM F. WENZEL

  
MARTY KRUEGER

  
JOAN FORDHAM

**Fiscal Note:** Of the total Homeland Security grant of \$127,818, \$80,318 is allocated for radios and programming of thirteen responders in Sauk County. The remaining grant of \$47,500 is allocated to the Sauk County Sheriff's Department for radio purchase. The Sauk County portion of the grant of \$47,500 is a portion of the total radio cost of \$64,750. Sale of replaced radios for \$11,375 and use of previously budget field supplies dollars of \$5,875 will fund the remainder of the Sauk County cost. *WFB*

**Information Systems Note:** No impact.

**Authorizing Attendance of Four Sauk County Employees at the VisionAIR Fall Training Conference at Wilmington, North Carolina, in November, 2006**

**WHEREAS**, the Sauk County Sheriff's Office uses Vision software for computer aided dispatching, records management, mobile data units and jail records; and,

**WHEREAS**, the VisionAIR fall training conference provides training that directly relates to the full implementation of the Vision software in all possible areas of utilization; and

**WHEREAS**, Sauk County's Rules of the Board require authorization from the Sauk County Board of Supervisors for county employees attending training at distances in excess of 300 miles from Sauk County; and,

**WHEREAS**, the 2006 adopted budget of the Sauk County Sheriff's Department contains allocations for training in the Administrative Division, Jail Division, Field Services Division, and the Dispatch Division.

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session that the Management Information Systems Software Specialist, Sheriff Records Management Specialist, Sheriff Jail Management Software Specialist and Sheriff Communications Center Supervisor be authorized to attend the VisionAIR Annual Fall Conference on November 5 through 9, 2006, at Wilmington, North Carolina, and that costs for the training not to exceed \$4,000 (breakdown of expenses included) to be paid from the Administrative, Field Service, Dispatch and Security Training budget allocations of the 2006 Sheriff's adopted budget.

For consideration by the Sauk County Board of Supervisors on August 15, 2006

Respectfully submitted:

**LAW ENFORCEMENT & JUDICIARY COMMITTEE  
COMMITTEE**

**MANAGEMENT INFORMATION SYSTEMS (M.I.S.)  
COMMITTEE**

\_\_\_\_\_  
DONALD C. STEVENS, CHAIR

\_\_\_\_\_  
JUDITH STOECKMANN, Chair

\_\_\_\_\_  
JOAN WHEELER

\_\_\_\_\_  
HENRY NETZINGER

\_\_\_\_\_  
CHARLES MONTGOMERY

\_\_\_\_\_  
MARCY HUFFAKER

\_\_\_\_\_  
PETER TOLLAKSEN

\_\_\_\_\_  
JOEL GAALSWYCK

\_\_\_\_\_  
ROBERT SINKLAIR

\_\_\_\_\_  
ROBERT SINKLAIR

**FISCAL NOTE:** Expenditure of costs not to exceed \$4,000 from Sheriff's adopted 2006 budget for training as shown in cost break down below

**MIS NOTE:** The information obtained at this conference has been beneficial is assisting the MIS Department in better supporting the VisionAIR system both through improved technical knowledge and better support contacts within VisionAIR.

Course Fee:	Waived by VisionAIR (\$2,400/4 registrations @ \$600 each)
Air Fare & Lodging	\$3,540 (includes airport parking).
Meals Not provided:	\$ 292
Total	\$3,832

Authorization to Purchase a Bladder Scanner  
at Sauk County Health Care Center

WHEREAS, the Sauk County Health Care Center as a licensed long-term care provider, is mandated to be in compliance with both state and federal regulations regarding patient care (more specifically the treatment of urinary incontinence - U.I.) ; and

WHEREAS, the state has recently revised the regulations indicating that facilities must complete tests to indicate the type of U.I. for each resident who is at risk of U.I. or who have U.I. and the bladder scanner is the only device available to facilities to aid in proper diagnosis; and

WHEREAS, the Sauk County Health Care Center's focus is on Resident oriented care to meet each need on an ongoing basis in order to assure Resident comfort and high standards of Nursing care: and

WHEREAS, Direct Supply has done substantial business with us in the past and has a history of excellent workmanship and competitive pricing and is the exclusive distributor of this equipment; and

WHEREAS, this purchase was not originally planned for in the 2006 budget, however by replacing this purchase for other budgeted nursing/resident care equipment that can be held until another year, sufficient funds are available through the 2006 Capital outlay account; and

WHEREAS, following careful evaluation of the submitted proposal, your committee recommends as being in the best interest of Sauk County, acceptance of the following:

BladderScan and rolling cart from Direct Supply at a cost of \$10,826.35

NOW THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Health Care Center Committee be and hereby is authorized and directed to contract with Direct Supply for purchase of the bladder scanner and rolling cart for Sauk County Health Care Center with payment to be made from the 2006 Health Care Center's Capital Outlay Account.

For Consideration by the Sauk County Board of Supervisors on August 15, 2006.

Respectfully submitted,

SAUK COUNTY HEALTH CARE CENTER GOVERNING BOARD

Art Carlson  
Art Carlson, Chairperson

Paul Endres  
Paul Endres, Secretary

Linda Borleske  
Linda Borleske, Vice-chairperson

Henry Netzing  
Henry Netzing

\_\_\_\_\_  
Catherine Horenberger

Fiscal Note: \$10,826.35 for this project is available in the 2006 Capital Outlay Account.

Information System Note: No information system impact.

CLB

# DIAGNOSTIC ULTRASOUND

September 6, 2005

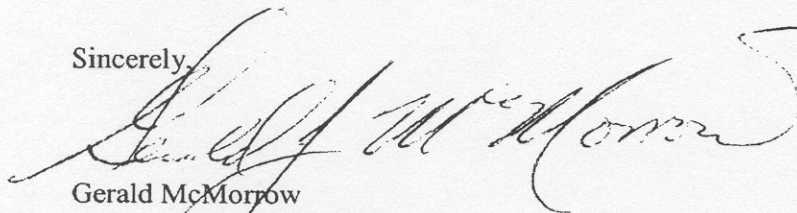
Mike Shumaker  
Direct Supply Inc.  
6767 North Industrial Road  
Milwaukee, WI 53223

Dear Mike,

This letter is to confirm the fact that Direct Supply Inc. is our exclusive distributor for the **BladderScan®** in Long Term Care Markets (Nursing Homes and Assisted Living centers) in the United States.

If you have any questions, please feel free to contact me.

Sincerely,



Gerald McMorrow  
Founder, Chairman and CEO.  
Diagnostic Ultrasound Corporation

Corporate Headquarters  
21222 30th Drive SE / Suite 120 / Bothell, WA 98021 USA  
+1 253.867.1348 / 800.331.2313 / Fax 425.883.2896

[www.dxu.com](http://www.dxu.com)

Diagnostic Ultrasound (Europe) B.V.  
Lage Dijk-Noord 14 / 3401 VA IJsselstein / The Netherlands  
+31.30.68.70.570 / Fax +31.30.68.70.512

**BID TABULATION FORM**  
**Purchase of Bladder Scan**  
**August 3, 2006**

The HCC is mandated to be in compliance with both state and federal regulations regarding patient care. Specifically the treatment of urinary incontinence - U.I. The state recently revised the regulations indicating that we must complete testing to indicate the type of U.I. or if it is present. The BladderScan is the only device available to aid in proper diagnosis. Sufficient funds are available in the Capital Outlay Repair Account for this purchase.

<u>NAME AND ADDRESS</u> <u>OF</u> <u>SOLICITED BIDDER</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
Direct Supply 6767 N. Industrial road Milwaukee, WI 53223	BladderScan Rolling Cart TOTAL	\$10,358.11 <u>\$468.24</u> \$10,826.35
		Direct Supply has exclusive distributor rights - See attached

**RECOMMENDED BID**

RESOLUTION NO. 14-06

**AUTHORIZING CONTRACTING WITH WIPFLi TO CONDUCT AN ORGANIZATIONAL ANALYSIS AND ASSESSMENT OF SAUK COUNTY HEALTH CARE CENTER**

**WHEREAS**, your Continuum of Care Planning Committee and the Health Care Center Committee concur with the Board of Supervisors that there is a compelling need for a complete analysis of the current organizational structure of the Health Care Center; and,

**WHEREAS**, Resolution 9-06 directed that this study to be done in conjunction with the work of the Continuum of Care Planning Committee as they research options for the continuation of a skilled nursing facility; and,

**WHEREAS**, a Request for Proposal was prepared and issued for information gathering, analysis and evaluation of possible recommendations for guidance on an organizational structure for the successful continuation of high quality and economically efficient skilled nursing care and related services to area citizens; and,

**WHEREAS**, proposals were received from five groups of potential consultants; and,

**WHEREAS**, after carefully studying proposals and reviewing related references, your committees recommend as being in the best interest of Sauk County, acceptance of the following:

WIPFLi            \$35,000

**WHEREAS**, since 1997, \$1,000,000 has been designated in General Fund balance for construction of a replacement Health Care Center; and,

**WHEREAS**, an implementation plan and timeline will be developed through a consultative process with the consultant the Continuum of Care Planning Committee, and the Health Care Center Committee, to guide the process for implementing the organizational changes.

**NOW THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that a contract with WIPFLi is approved for conducting the analysis and assessment of the Sauk County Health Care Center as specified in the proposal; and,

**AND BE IT FURTHER RESOLVED**, that \$ 35,000 be transferred from designated General Fund balance to the Health Care Center for this study.

**AUTHORIZING CONTRACTING WITH WIPFLI TO CONDUCT AN ORGANIZATIONAL ANALYSIS AND ASSESSMENT OF SAUK COUNTY HEALTH CARE CENTER**

For consideration by the Sauk County Board of Supervisors on August 15, 2006.

Respectfully submitted,

**HEALTH CARE CENTER COMMITTEE COMMITTEE**

**CONTINUUM OF CARE PLANNING COMMITTEE**

\_\_\_\_\_  
Arthur Carlson, Chairperson

Paul Endres  
Paul Endres, Chairperson

\_\_\_\_\_  
Linda Borleske

Scott Alexander  
Scott Alexander

\_\_\_\_\_  
Catherine Horenberger

Lowell Haugen  
Lowell Haugen

\_\_\_\_\_  
Henry Netzinger

Linda Borleske  
Linda Borleske

\_\_\_\_\_  
Paul Endres

Judith Stoeckmann  
Judith Stoeckmann

Al Dippel  
Al Dippel

Joan Fordham  
Joan Fordham

Fiscal Note: Costs necessary for performance of the study (not to exceed \$35,000) will be transferred from designated General Fund balance to the Health Care Center. *C/LG*

MIS Note: No impact

RESOLUTION NO. 95-06

**RATIFYING THE 2006-2007 COLLECTIVE BARGAINING AGREEMENT BETWEEN SAUK COUNTY AND AMERICAN FEDERATION OF STATE COUNTY MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3148**

WHEREAS, the existing collective bargaining agreement between Sauk County and American Federation of State County Municipal Employees hereinafter referred to as AFSCME, expired on December 31, 2005; and

WHEREAS, the Negotiating Committee, acting under the authority of the Personnel Committee, has negotiated a tentative agreement with AFSCME (attached hereto), for the terms of a successor agreement for the calendar years of 2006 and 2007; and,

WHEREAS, the provisions of the tentative agreement reflect a commitment of Sauk County to remain competitive with the wage rates of neighboring counties, and the dedication of both parties to recruit and retain the highest quality employees for Sauk County; and,

WHEREAS, the Personnel Committee, after careful consideration and review, believes the provisions of the tentative agreement as being in the best interest of Sauk County.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Personnel Committee be and hereby is authorized and directed to sign on behalf of Sauk County a collective bargaining agreement incorporating the provisions of the tentative agreement, set forth in more detail in the attached summary;

For consideration by the Sauk County Board of Supervisors on August 15, 2006.

Respectfully submitted,

COPY

SAUK COUNTY PERSONNEL COMMITTEE

\_\_\_\_\_  
TIM MEISTER

\_\_\_\_\_  
PETER TOLLAKSEN

\_\_\_\_\_  
SCOTT ALEXANDER

\_\_\_\_\_  
JUDITH STOECKMANN

\_\_\_\_\_  
HENRY NETZINGER

**FISCAL NOTE:** Excluding the potential impact of new positions, the total fiscal impact (*total package cost*) of this two-year agreement between Sauk County and AFSCME Local 3148, is estimated at 8.76 % growth over the costs of the 2005 actual costs for this bargaining unit.

Factored into the costing of this proposal are increased costs in health insurance (*factored at 10% annually*); 3.0% (ATB) increases on 1/01/2006 and 1/01/2007;

The year-to-year percentage growth is estimated as follows:

2006	-	4.71%	\$ 421,902	increase over 2005
2007	-	3.86%	\$ 361,830	increase over 2006

KPB



**TENTATIVE AGREEMENTS BETWEEN SAUK COUNTY  
AND  
AFSCME LOCAL 3148 REPRESENTING CERTAIN  
EMPLOYEES AT THE SAUK COUNTY HEALTH CARE CENTER  
JANUARY 1, 2006**

The 2003 - 2005 Collective Bargaining Agreement shall remain unchanged for a two (2) year period commencing January 1, 2006 except as follows:

Deletions are indicated by: ~~Strikethrough:~~

Additions and new language is indicated by: Underline and Shadow

Any language not included in this document is intended to remain unchanged from the current contract.

**ARTICLE 4 - UNION RIGHTS**

**4.04 Union Business:**

C) Union Access: The ~~business~~ staff representative of the Union shall have reasonable access to the employees during working hours, provided that prior notification and approval is obtained from the Employer. Such approval shall not be unreasonably withheld.

**4.07 Meeting Space:** The Employer shall permit the Union to use appropriate space in the Health Care Center once per month to conduct meetings at a time and location acceptable to the Employer. The Union shall provide the Employer one week advance notice of its desire for meeting space at the Health Care Center. It is understood that employees attending such meetings will do so outside of working hours.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

**8.01 Definition and Steps:** A grievance shall mean any dispute concerning the interpretation or application of a provision of this contract, and shall be handled in the following manner:

Step One: ...

Step Four If the grievance is still unresolved, either party may within ten (10) days after the reply of the Personnel Committee is received or due, by written notice to the other party request arbitration. If the Union requests arbitration, it shall file a petition with the Wisconsin Employment Relations Commission within thirty (30) calendar days after the reply of the Personnel Committee is received or due. Failure to timely file the petition is jurisdictional, and such failure shall resolve the matter based upon the last response of the Employer. Either party may request the Wisconsin Employment Relations Commission to submit to the parties a panel of five (5) arbitrators from its staff. The parties shall alternatively strike names from the panel, the remaining arbitrator shall hear the case. The party striking the first shall be alternated. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision in writing within ninety (90) days after the conclusion of the testimony and argument.

## ARTICLE 9 - SENIORITY

**9.03 Introductory Period:** All newly hired employees shall be considered introductory for the first six (6) months of employment. The introductory period shall be for six (6) calendar months but part-time employees shall receive pay increases based on actual hours worked. The introductory period may be extended up to an additional three (3) months upon notification to the Union. The introductory period will be extended on a day-for-day basis when an introductory employee is absent more than three days. Any employee who has not been informed of unsatisfactory performance during his/her introductory period shall be considered to have satisfactorily completed his/her introductory period. Introductory employees shall have all the rights provided by this Agreement except the right to grieve discipline, suspension or discharge. Introductory employees shall accrue seniority, and shall have the right to accrue, but not utilize, sick leave during the period of introduction. Introductory employees who are terminated shall be sent written notice within two (2) working days after termination, with a copy to the Union.

**9.04 Loss of Seniority:** Employees shall lose their seniority for any of the following reasons:

1. Discharge for just cause;
2. Resignation. Any employee absent without notifying the employer (no call, no show) for three work days within a rolling twelve (12) month period from the date of initial absence shall be considered having resigned. Questions on the reasons given for absence shall be dealt with in a write-up conference. Evidence of abuse given by the Employer shall subject the employee to appropriate discipline;
3. Retirement;
4. Unexcused failure to report to work after the expiration of a vacation period, leave of absence or period of which worker's compensation has paid; or failing to report to work within ten (10) days after written notice of recall from layoff; or,
5. On layoff for a continuous twelve (12) month period of time.

**9.05 Seniority Lists:** The Employer shall furnish to the Union an up-to-date seniority list in February January, May and September of each year. Such list shall include the names, classifications, rates of pay, dates of hire, and seniority dates of all bargaining unit employees. If requested by the Union, the Employer shall furnish the additions and subtractions from the list in August of each year.

**9.08 Trial Period:** All promoted or voluntarily transferred employees shall be on a trial period for the first ~~thirty (30)~~ fifteen (15) days in a new position and may be returned to their former position by the Employer if the employee does not perform in accordance with reasonable standards or at the request of the employee, within that time period. Such decisions of the Employer are not grievable unless action is taken by the Employer within the first ~~thirty (30)~~ fifteen (15) days after transfer or promotion.

## ARTICLE 10 - WAGES AND HOURS OF WORK

**10.04 Part-Time Employees:**

- A) **Compensation:** Regular part-time employees shall be eligible to receive step increases in the wage schedule upon completion of the number of hours required for increases in full-time employment, for example, one thousand and forty (1,040) hours for the equivalency of six (6) months of employment, three thousand one hundred and twenty (3,120) hours for eighteen (18) months of employment, six thousand and forty (6,040) hours for thirty-six (36) months, and ten-thousand four hundred (10,400) for sixty (60) months of employment. For purposes of this agreement, "length of service with the facility" shall be construed to mean the full-time equivalency of service with the Sauk County Health Care Center.

B) Benefits: Unless otherwise indicated in this Agreement, regular part-time employees who regularly work ~~seventy-three and eighty-five hundredths (73.85)~~ thirty-eight and seventy five one hundredths (38.75) or more hours per ~~two (2)~~ pay periods, shall receive ~~fringe~~ employer provided benefits on a pro-rata basis. In no event, however, shall this article be construed so as to provide ~~fringe~~ negotiated benefits to part-time employees in situations where full-time employees would not be eligible for such benefits. Part-time employees who regularly work seventy- three and eighty-five hundredths (73.85) or more hours per two (2) pay periods, but at least 600 hours per year, shall qualify for health insurance in accordance with Article 13 of this Agreement, and for life insurance and retirement benefits.

**10.05 Shift Premium Pay:** Employees who work more than two (2) hours between the following hours shall receive an hourly differential for the hours worked during that period.

Between 3:00 p.m. and 11:00 p.m. - ~~20¢~~ \$.30 per hour

Between 11:00 p.m. and 7:30 a.m. - ~~30¢~~ \$.40 per hour

**10.06 Weekend Premium Pay:** Employees who work on a Saturday and/or Sunday in excess of their normal schedule shall receive an hourly differential of one dollar (\$1.00) for all hours worked. For the purposes of this Section, Saturday begins at 11:00 p.m. on Friday, and Sunday begins at 11:00 p.m. on Saturday. Employees whose weekend has been designated a "Saturday and Sunday Weekend" by the Employer shall also receive weekend premium pay for the shift beginning on Sunday at 11:00 p.m..

**10.09 Hours of Work:** The normal hours of work for full-time employees shall be established by management based upon the requirements of the facility. The Employer shall generally provide full-time employees the opportunity to work eighty (80) hours in a pay period in accordance with a regular work schedule. A regular work schedule shall not be changed except with one (1) month advance notice to the employee. A regular work schedule may include customary eight (8) hour days, or some other flexible schedule such as a nine (9), ten (10) or twelve (12) hour days. The regular work schedule shall include the regular starting and ending times of the shift with the understanding that the Employer may adjust such starting and ending times by up to two (2) hours:

A) Full time employees not designated differently work two weekend shifts per pay period, except that employees who miss ~~more than two~~ two or more of their regularly scheduled weekend shifts within a four-month period shall be subject to being placed on on-call status for one additional weekend shift for each weekend shift missed within any four-month period. If an employee obtains a doctor's certificate, verifying illness as defined in Section ~~12.02~~ 12.01 (C), Sick Leave Definition, on the employee's scheduled weekend to work, this absence will not be counted as an incident in calculating weekends not worked in a four-month period. For the following classifications of employees, the work week is Monday through Sunday, and the end of the pay period is Sunday. The Employer may adjust shifts from those specified when the Employer deems it necessary or beneficial for no more than two (2) weeks, or may make such temporary adjustments as are necessary due to inclement weather, equipment failures or employee illnesses. The Employer will attempt to provide alternate weekends off to part-timers, generally; however, it is understood that some part-timers are hired specifically to work weekends more frequently, and that all part-timers are subject to being called in on short notice to provide the necessary coverage on weekends.

**10.10 Relief:** The parties agree that employees may be expected to work outside of the regular schedule of hours. However, long hours of continuous work are hazardous to the safety of personnel and residents, and the parties agree that:

A) Employees who have worked eight (8) or more consecutive days, or eight (8) full-shifts (64 hours) in a four day period, may request relief, or may be relieved by the Employer, without prejudice to such employees; and

B) Employees who have worked ten (10) consecutive days, or ten (10) full-shifts (80 hours) in a five day period, shall be relieved from duty for a minimum of one (1) full workday.

**10.11 Call In:** A minimum of two (2) hours pay at time and one-half (1½) shall be granted to any employee, not normally subject to call-in for that shift, who is called to work outside of his/her regular schedule of hours or who reports to work as scheduled and is sent home. No employee shall be sent home or denied his/her regular work schedule of hours to avoid the payment of overtime except as provided in section 10.13.

A) Staffing levels will be maintained to deliver quality care to the residents and provide a safe working environment for staff, and will be based on resident clinical needs and census.

B) In emergency situations, and at the sole discretion of the ~~Administrator of the Sauk County Health Care Center~~ Employer, the facility may offer the payment of double-time overtime (two times the hourly rate) for weekend shifts. In order to be eligible for the payment of double-time overtime, the employee must have worked the regular schedule on the last workday immediately preceding and the regular schedule on the first workday immediately following the double-time shift, unless prior permission has been received, the employee is on legitimate sick leave, injured on the job, or on bereavement leave.

**10.12 Computation of Time Worked:** For the purpose of computing overtime on a weekly or daily basis, any time for which an employee received pay shall be counted as time worked sick leave, vacation, and paid holidays shall not be considered time worked for the payment of overtime.

**10.13 Overtime:** The overtime rate shall be one and one-half (1½) times the hourly rate for each employee covered by the terms of this Agreement, for all hours worked in excess of an Employees regularly scheduled shift of over eight (8) consecutive hours or ~~eighty (80)~~ forty (40) hours per work period, or for work scheduled on the ~~eighth (8th)~~ sixth (6th) consecutive day and all consecutive days thereafter within the work period. If an employee is scheduled for a regularly scheduled shift which is longer than eight (8) hours, overtime shall not accrue unless the employee works hours in excess of the regularly scheduled shift or more than ~~eighty (80)~~ forty (40) hours in the work period. The work period begins each Monday at 12:01 a.m. and ends each Sunday at 12:00 midnight. A consecutive day is defined as not less than four (4) hours. Employees who voluntarily work outside of their regular schedule shall request relief as soon as possible so as to avoid working overtime. Such relief will be granted if relief or alternative arrangements can be made to provide necessary coverage. If additional hours are accumulated due to voluntary shift of hours the employee may be required to take days off to avoid payment of overtime. If additional hours are accumulated due to requests of the Employer, hours cannot be unilaterally rescheduled to avoid payment of overtime.

A) For purposes of computing overtime compensation, overtime worked, including time subject to a call-in premium under Section 10.11, shall not be pyramided, compounded or paid twice for the same hours. No employee shall be required to work more than sixteen (16) consecutive hours if relief or alternative arrangements can be made to provide necessary coverage.

B) Notwithstanding the provisions of Section 10.12, ~~s Sick leave, vacation, and paid holidays shall not be considered time worked toward the eight (8) or more consecutive days criterion, as provided above, for the payment of overtime.~~

**10.17 Lunch and Rest Breaks:** All employees who work a shift of at least seven (7) hours are entitled to a thirty (30) minute lunch period which shall be considered their own time. Employees shall punch out and punch in for their lunch period. All employees who work at least four (4) hours shall be entitled to one (1) fifteen minute paid rest or break period, and employees who work a shift of at least seven (7) hours shall be entitled to two (2) fifteen (15) minute paid rest or break periods, one (1) during the first half of the shift and one (1) during the last half of the shift.

Lunch and break periods shall not be utilized at the beginning or the end of a work shift to shorten a work shift.

**10.19 On-Call and Emergency Staffing:** The Employer and the Union agree additional hours or overtime work are frequently necessary to fulfill minimum staffing obligations and maintain quality resident care. The following on-call program for mandatory overtime is established:

A. Each full and part-time position shall be allocated to an on-call team for each shift. There shall be four (4) certified nursing assistants (CNAs) in an on-call status on the day and p.m. shifts and three (3) CNAs on the night shift. Each on-call team shall be scheduled to be on-call for a one-week rotation. After each team has finished one on-call week, the first team shall be on-call again and the rotation shall begin again. When there is a vacancy in a position, that position shall be posted along with the on-call team to which it is assigned. When the vacancy is filled, that person shall fill that position on the on-call team.

B. Employees placed in on-call status shall be available by telephone for two (2) hours prior to the start of their shift, and for three (3) hours after the start of their shift. However, it is understood that nothing prevents the Employer from contacting an on-call employee at an earlier time. If an employee is working a shift during their on-call status, they are subject to be held over after their shift.

C. A list of employees on the on-call team shall be maintained. The first employee called in early to work a shift, or designated to be held over after a shift, shall be the least senior person and shall be at the top of the on-call list. When that person has completed a call in, that employee shall go to the bottom of the list, and the next least senior person shall be the next to be called in or held over, and so on until the most senior employee on the list is called at which time the list order shall repeat itself.

D. An employee is not subject to call in on their regularly scheduled days off, nor during the weeks in which the employee's team is not in an active, on-call status. However, nothing shall prevent an employee for volunteering for additional hours of overtime work and the employer shall have the right to select a volunteer for overtime hours.

E. An employee in an on-call status is responsible for either working mandated on-call hours or finding another employee to work that employee's on-call hours. Failure to work on-call hours during an employee's on-call status may be deemed misconduct and may subject an employee to discipline up to, and including discharge from employment.

## ARTICLE 11 - HOLIDAYS AND VACATION

**11.01 Paid Holidays:** The following designated days shall be paid holidays for all full-time staff on the job at the time: New Year's Day, President's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. In order to be eligible for the holiday, the employee must have worked the their regular schedule on the their last workday immediately preceding the holiday, the holiday itself if scheduled, and the their regular schedule on the first workday immediately following the holiday, unless prior permission has been received, the employee is on legitimate sick leave, injured on the job, or on bereavement leave.

**11.02 Holiday Scheduling Conflicts:** All requests to utilize earned holiday time must be submitted at least four (4) weeks, and no greater than six (6) months, prior to the date(s) being requested off.

If two (2) or more employees request holiday time for the same dates, and a conflict arises, the employee who submitted the earliest request will be given priority. If holiday requests are in by the same date and conflict exists, seniority will be used as the basis for settlement. However, holiday time for Thanksgiving, Christmas Eve, Christmas and New Year's (of the following year)

shall be allocated on the basis of those requests received by September 1st, provided that no employee shall be granted more than two (2) of these particular holidays on a priority based on seniority and provided further that no employee shall be granted either Thanksgiving or Christmas two (2) years in a row.

**11.03 Holidays on Days Off:** If the holiday falls on a regularly scheduled day of work, the employees affected shall be paid time and one-half (1 and ½) and shall be granted a compensatory day (straight time) off with pay, which shall be taken within ~~thirty (30)~~ one-hundred and eighty (180) days thereafter or paid. If the holiday falls on an employee's regularly scheduled day off, the employee shall be granted a compensatory day (straight time) off with pay. Where an employee's shift overlaps the calendar day, (the twenty-four (24) hours commencing at midnight of the previous date), the shift with the larger portion falling on the designated holiday shall be treated as a whole, as the holiday for purposes of compensation. All compensatory time off will be selected by the employee and scheduled with the approval of the Employer.

**11.08 Vacation Payout - Terminating Employees:** Employees will be paid for earned and unused vacation when resigning with at least two (2) weeks written notice to the Health Care Center Human Resources Personnel Manager.

## ARTICLE 12 - LEAVES OF ABSENCE

### 12.01 Sick Leave:

A) Monthly Accrual: All regular full-time employees covered by this Agreement shall accrue sick leave with pay at the rate of one (1) day per compensated calendar month. Part-time employees who work ~~seventy-three and eighty-five hundredths (73.85)~~ thirty eight and seventy five hundredths (38.75) or more hours per ~~month~~ pay period, or full-time employees working less than a full month who work eighty (80) or more hours per ~~month~~ two pay periods, shall earn paid sick leave credits on a pro-rata basis.

F) Doctor's Certificates: A doctor's certificate may be requested by the employee's supervisor after the employee has been absent for three (3) consecutive work days or has requested sick leave for a day which the Employee had previously requested time off. For sick leave days with pay taken on weekends, or holidays, or days immediately preceding or following weekends or holidays, the employee may be required to submit a doctor's certificate that the employee was unable to work. This provision shall apply only to employees who the Employer has reason to believe are abusing sick leave and shall not apply on a bargaining-unit-wide basis. It is agreed between the parties that falsification of sick leave information is dishonesty, and, as such, may subject an employee who falsifies such information to discipline.

H) Sick Leave Conversion At Retirement: An employee who retires with an annuity from the Wisconsin Retirement System shall be allowed to utilize unused sick leave to purchase continued health insurance benefits according to the following formula:

Number of days unused, earned sick leave X ~~60%~~ 70% X base hourly rate of employee at retirement X number of hours normally worked/ day = dollars to be applied to health insurance.

**12.11 Sick Leave Abuse:** In accordance with contractual references in Articles 11.01 and 12.01, all sick leave shall be administered by the Employer and substantiated abuse of sick leave may subject the employee of discipline up to, and including discharge from employment.

## ARTICLE 16 - SCOPE OF AGREEMENT

**16.03 Duration:** This Agreement shall be effective as of the first (1<sup>st</sup>) day of January, ~~2005~~ 2006 and shall remain in full force and effect through the thirty-first (31<sup>st</sup>) day of December, ~~2007~~ 2007.

Either party shall notify the other party within ninety (90) days of December 31, ~~2007~~ 2007, of its desire to commence negotiations for a successor Agreement. If no notification is given, this Agreement shall remain in full force and effect on a year-to-year basis. Nothing shall prevent the parties from altering or amending, at any time, any part of this Agreement by mutual consent in writing, in accordance with the Entire Memorandum of Agreement clause.

#### OTHER MATTERS

- 1) Increase all wages across the board on January 1, 2006 by 3.0%.
- 2) Increase all wages across the board on January 1, 2007 by 3.0%.
- 3) The side letter of agreement regarding casual employees is terminated at the expiration of this contract.
- 4) Nursing Administrative Assistant added to the weekend rotation applicable wage addendum.
- 5) NOTICE OF TERMINATION OF POSSIBLE PAST PRACTICES: The County hereby notifies the Union that the practice of pyramiding of overtime in contravention of section 10.13 shall be terminated with the expiration of this contract. Although the pyramiding of overtime is clearly prohibited by the contract, the County is providing this notice should the Union claim this is a past practice, and thus, this notice shall serve as notice of the termination of any practice in this regard.

ORDINANCE NO. 96-2006

PETITION 13-2006. APPROVING THE REZONING OF LANDS IN THE TOWN OF WINFIELD FROM A RECREATIONAL-COMMERCIAL TO A SINGLE FAMILY RESIDENTIAL ZONING DISTRICT FILED UPON JAMES HUTCHISON, PROPERTY OWNER.

**WHEREAS**, a public hearing was held by the Planning, Zoning & Land Records Committee on July 25, 2006, upon petition 13-2006 as filed by James Hutchison for a change in the zoning of certain lands from a Recreational-Commercial to a Single Family Residential Zoning District; and

**WHEREAS**, the Planning, Zoning and Land Records Committee reviewed and discussed the request filed by James Hutchison, as described in petition 13-2006; and

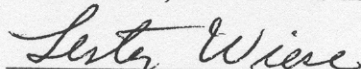
**WHEREAS**, the Town of Winfield Town Board approved the rezone to a Single Family Residential Zoning District on June 20, 2006; and

**WHEREAS**, your Committee, based upon the facts of the request, does recommend that the petition be APPROVED.

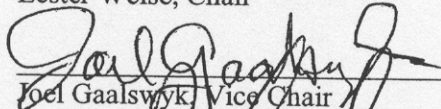
**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more particularly described in petition 13-2006, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

For consideration by the Sauk County Board of Supervisors on August 15, 2006.

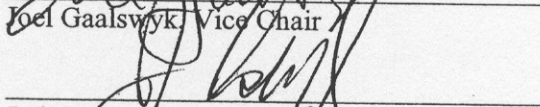
Respectfully submitted,  
**PLANNING, ZONING & LAND RECORDS**



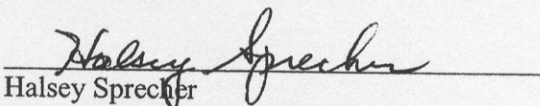
Lester Weise, Chair



Joel Gaalswyk, Vice Chair

  
Judy Ashford

  
Gerald Lehman

  
Halsey Sprecher

Fiscal Note:  
No fiscal 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 July 25, 2006, at 9:30 a.m., or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 13-2006 Rezone. A petition to rezone certain lands in the Town of Winfield, County of Sauk, Wisconsin, from a Recreational-Commercial Zoning District to a Single Family Residential Zoning District for the purpose of establishing a residential subdivision. Lands are owned by James Hutchison, 215 W. Dunn, Prairie du Chien, WI 53821.
- B. The land to be affected by the proposed rezone to Single Family Residential is located in the SW ¼ NW ¼ and the NW ¼ SW ¼ Section 33, T.13N, R.4E, Town of Winfield, Sauk County Wisconsin and more particularly described under Petition 13-2006. Area to be rezoned contains 58.13 acres more or less
- C. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.
- II. A. The purpose of the proposed rezone is noted under item I. A. above.
- 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: July 5, 2006

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

BY: BRIAN SIMMERT  
Sauk County Department of Planning and Zoning  
505 Broadway Street

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p><b>X</b> <i>Donald Bass</i></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span> <i>Donald Bass</i> <span style="float: right;"><i>7-1-06</i></span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>Teresa Bass</i> <i>T. Winfield Clerk</i> <i>E6274 Bass Rd</i> <i>Reedsburg, WI 53959</i></p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p> <p><i>7004 2510 0003 0271 0677</i></p>	<p style="text-align: right;">: for those so requesting provided</p>



# Staff Report

## Petition 13-2006

Sauk County Planning, Zoning  
and Land Records Committee

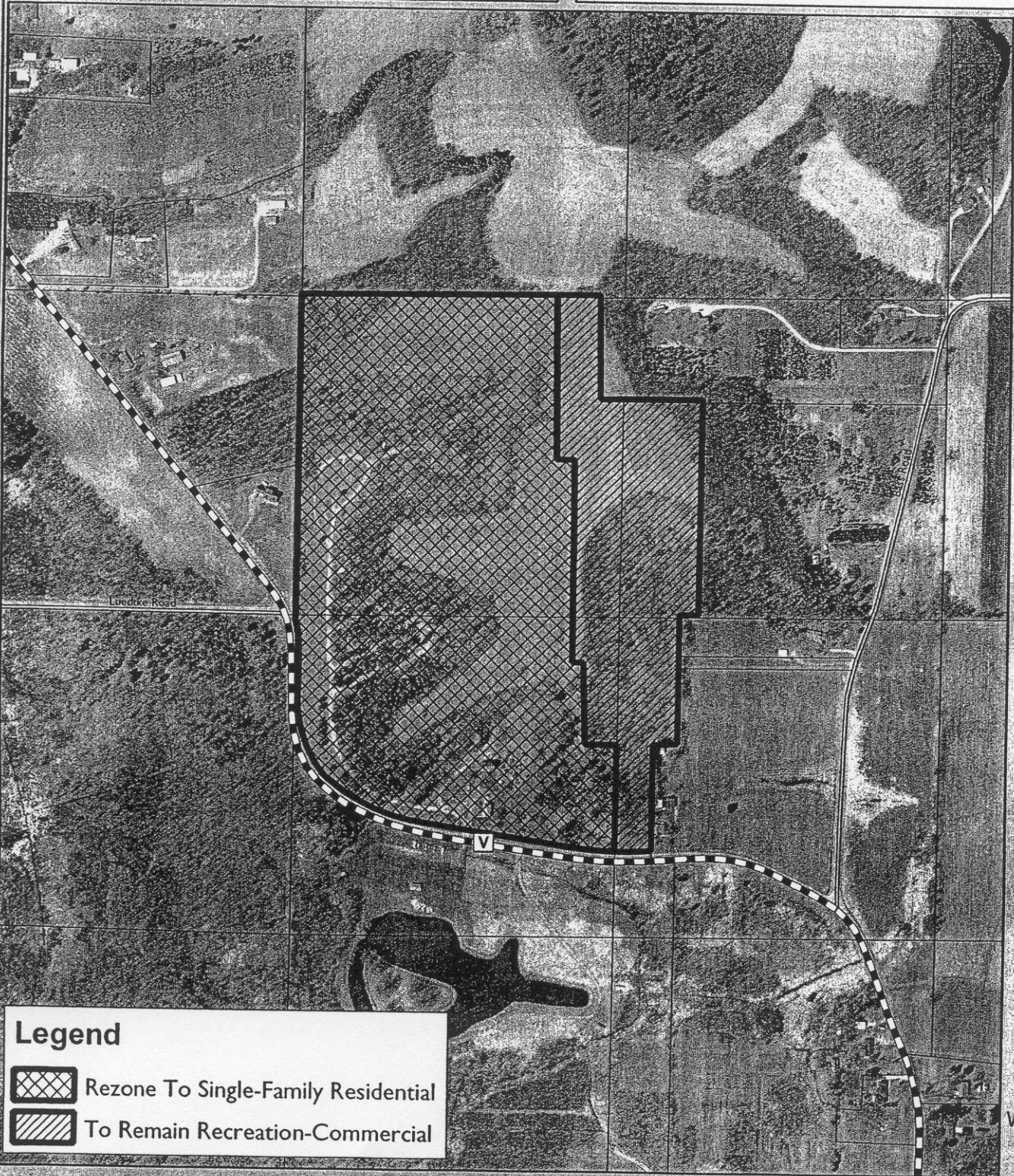
July 25, 2006

**Applicant:**



James Hutchison  
215 W Dunn  
Prairie du Chien, WI 53821

**Property Location:**

Town of Winfield  
Section 33  
T. 13 N. - R. 4 E.



**Legend**

-  Rezone To Single-Family Residential
-  To Remain Recreation-Commercial

Map By: Sauk County Department of Planning and Zoning



# PLANNING, ZONING & LAND RECORDS COMMITTEE STAFF REPORT

Petition # 13-2006 Proposed Single Family Residential Rezone by James Hutchison, Owner and Agent.

Public Hearing Scheduled for: 7/25/06

## 1. Request

A request by James Hutchison to change the zoning of property from a Recreational-Commercial to a Single-Family Residential Zoning District for the purpose of establishing a residential subdivision. The land to be affected includes areas previously utilized as the Lighthouse Rock Campground which is no longer in operation. The land to be affected by the proposed rezone includes:

**A parcel of land located in the SW ¼, NW ¼ and the NW ¼, SW ¼ Section 33, T.13N, R.4E, Town of Winfield, Sauk County, Wisconsin, more fully described under Petition 12-2006. Said lands include 56 acres more or less.**

See also Appendix A for a copy of the concept subdivision plan and air photo of the land affected by the proposed rezone.

## 2. History/Information

**June 6, 2006.** A complete rezone application was submitted to the Planning & Zoning Department along with a copy of the concept subdivision plan.

**June 20, 2006.** The Town of Winfield Town Board approved the rezone request. See Appendix B.

**July 5, 2006.** Planning & Zoning staff sent notice to other affected agencies including Reedsburg fire/ambulance, County sheriff/highway and Reedsburg School District regarding the rezone proposal as well as all property owners within one-quarter mile. Staff did not receive any response.

The current rezone request under this petition is to accommodate a residential subdivision, which includes a concept plat of approximately 26 lots ranging from roughly 1 acre to 5 acres in size. The previous use of the property included the Lighthouse Rock Campground consisting of semi-primitive camp sites and related buildings. The applicant intends to follow the existing campground roads as much as possible, utilize existing utility infrastructure including electric and community septic facilities and will remove any existing buildings previously utilized as part of the campground operation.

The property itself is located along and north of County Road V directly north of the City of Reedsburg's Extraterritorial Zoning and Plat Review authority. Thus, rezoning and if approved, subsequent platting of these lands will be considered by the Town of Winfield and Sauk County.

## 3. Issues

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

- **Present adjacent land uses and zoning**

First, the existing land uses and zoning designations in the surrounding area are reviewed to determine the proposal's compatibility and appropriateness. It is important that the proposed use and zoning be compatible and appropriate, so that future land use conflicts do not occur and so that there is not an inappropriate mix of uses.

**Adjacent Land Uses and Zoning**

<b>Direction</b>	<b>Land Use</b>	<b>Zoning</b>
Site	Campground	Recreational-Commercial
North	Farmland	Agricultural
South	Open Space/Lake	Recreational-Commercial
East	Farmland	Agricultural
West	Farmland	Agricultural

- **Physical constraints to development**

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

Floodplain: No

Wetlands: No

Steep Slopes: Yes

Prime Agriculture Soils: Yes Class II (Generally includes all field areas shown on the concept plat)

Septic Suitability: Not known at this time. Septic suitability will be provided as part of the subdivision plat application/review process.

- **Consistency with respective plans and ordinances**

When reviewing a rezone application for a property within Sauk County, staff looks at how the proposed land use relates to the County and Town development plans.

**Consistency with the Sauk County 20/20 Development Plan**

The *Sauk County 20/20 Development Plan* encourages like development to be located contiguous to like development that can be adequately served. Upon further examination, this proposal is approximately 1½ miles northwest of the City of Reedsburg and residential subdivisions located within the City. Although this particular development is not contiguous to existing residential development, it is located in an area will likely see in increase in residential development as expressed by current development trends.

**Consistency with the Town's Land Use Plan**

When reviewing a rezoning application for a subdivision for a property within Sauk County, staff looks at how the proposed zoning and land use relates to the Town's land use plan. When the town has no land use plan, as in the case with the Town of Winfield, consideration is given to the town's development pattern and past decisions of the town board to aid staff with a recommendation. The proposed subdivision is located in the southern part of the Town and is located in an area where the town has historically approved subdivisions of this type and density. Additionally, this property is also located west of lands identified by the 2002 *City of Reedsburg Comprehensive Plan* for future residential development. The City's Plan has designated residential uses east of Bass Road.

## Consistency with the Sauk County Agricultural Preservation Plan

The general policies of the *Sauk County Agriculture Preservation Plan* are as follows:

1. Identify and consider for preservation agriculture lands that are presently in agriculture; contain class I, II, III and IV soils; or that are of adequate size to maintain efficient farm operations.
2. Limit urban growth to areas adjacent to or within platted areas and to those areas deemed appropriate by virtue of favorable geophysical characteristics and compatible existing land uses and existing policy guidelines.
3. Encourage the provision of public facilities where utility and transportation corridors presently exist, or in areas not being considered for agriculture preservation.
4. Encourage the preservation of significant natural resources, open space, scenic, historic, or architectural areas by identifying areas to be considered for preservation; and considering the environmental significance of areas as part of any approval of development activities.

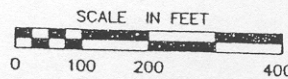
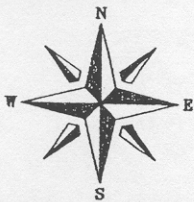
In addition to the four general policies above, the *Sauk County Agriculture Preservation Plan* recognizes '*transition areas*' within each Town. The primary purpose of the transition areas shown is to identify those areas in which development may logically be considered after more detailed study. In any case the vast majority of lands within the transition areas will remain in agriculture. The proposed rezone for a subdivision is within the transition area for the Town of Winfield and if approved will be removed from agriculture production to accommodate a residential subdivision.

### **4. Recommendation**

Based upon the recognition that the proposed rezone for a subdivision in this area is consistent with past decisions made by the Town of Winfield, the *Sauk County 20/20 Development Plan* and the *Sauk County Agricultural Preservation Plan*, and that the proposed subdivision is located in an area designated by the City of Reedsburg for future residential development, staff recommends that the Planning, Zoning and Land Records Committee **Approve** Petition 13-2006.

# LIGHTHOUSE ROCK SUBDIVISION CONCEPT PLAN OPTION 3

Appendix A



Town of Winfield  
Monthly Meeting  
Winfield Town Hall, Reedsburg, Sauk County, Wisconsin  
June 20, 2006  
7 p.m. – 8 p.m.

**Appendix B**

Present: Chairman Phil Craker, Supervisor Linda Schommer, Supervisor Pauline Brown, Treasurer Robin Craker, Clerk Teresa Bass

Guests: Jim Hutchison; Jeff Schluter, Schluter Construction, Inc.; Jack Akers, Redstone Ridge; Mark Evans

Clerk verified that the meeting notice had been published twice in the *Reedsburg Independent*, and posted at the town hall, the town park, and the clerk's office.

Minutes from the May 2006 meeting were approved as written.

Bills were presented and paid.

Redstone Ridge Subdivision Jack Akers presented a preliminary plat for Redstone Ridge on Hirst Road. The preliminary plat, including the engineering plans, was accepted as presented. Brown/Schommer. PASSED.

Lighthouse Rock Subdivision Jim Hutchison was present to request rezoning his land on the north side of County Road V from commercial to residential. The plan is for Jeff Schluter to develop a subdivision on the north side of County Road V. The rezoning request was approved. Schommer/Brown. PASSED.

Mark Evans/Wind Generator Mark Evans presented plans for installing a wind generator on his property on County Road F. The request for installation was approved. Brown/Schommer. PASSED.

Mike Wilson Property A letter was reviewed from Sauk County Planning and Zoning regarding erosion problems along his driveway.

Reedsburg Outdoor Club The Reedsburg Outdoor Club applied for a Class B liquor license. Schommer/Brown. PASSED.

Operator's licenses were issued to: Jeff Benesh, Pauline Brown, Gerald Costerisan, Robert Ernestmeyer, Donald Gaetzke, Thomas Gross, Craig Hillman, Roy Hiner, Kenneth Kohlmeyer, Ralph Kosch, Carl Krueger, Denny Meyer, Matthew Miller, Dan Mundth, Bryan Roloff, Robert Schlough, Tom Schlough, Mike Schumann, Clark Thompson, and Vicki Thompson.

Town Hall Windows Steve Horkan has ordered two windows for the town hall and will replace them. The board approved this purchase. Brown/Schommer. PASSED.

2006 JUN 20

ORDINANCE NO. 97-2006

PETITION 17-2006. REPEAL CHAPTER 41, "REGULATING THE HEIGHT OF STRUCTURES AND TREES IN THE VICINITY OF THE TRI-COUNTY REGIONAL AIRPORT, LONE ROCK, SAUK COUNTY, WISCONSIN" OF THE SAUK COUNTY CODE OF ORDINANCES AND RECREATE CHAPTER 41, "AIRPORT ZONING ORDINANCE FOR THE TRI-COUNTY REGIONAL AIRPORT".

**WHEREAS**, a public hearing was held by the Planning, Zoning & Land Records Committee on August 8, 2006, upon petition 17-2006 as filed by Sauk County to repeal and recreate Chapter 41 Airport Zoning Ordinance for the Tri-County Regional Airport, Sauk County Code of Ordinances; and

**WHEREAS**, Sauk County has been granted the authority to adopt said airport zoning ordinance pursuant to Wis. Stat. Ch. 114 and §§ 59.03, 59.04, 59.69, and 66.0301; and

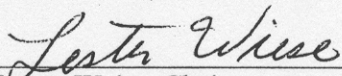
**WHEREAS**, this Ordinance is intended to implement the Airport Master Plan that provides for future operations at the Airport, and was adopted by the Tri-County Airport Commission on March 14, 2002 and by the Federal Avigation Administration on December 19, 2001; and

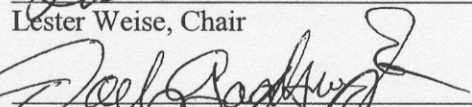
**WHEREAS**, your Committee, based upon the facts of the request, does believe that adoption of Chapter 41, 'Airport Zoning Ordinance for the Tri-County Regional Airport' represents the interests of Sauk County and its citizens and recommends that the petition be **APPROVED**.

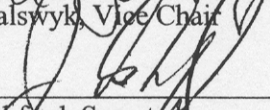
**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that Chapter 41, "Regulating the Height of Structures and Trees in the Vicinity of the Tri-County Regional Airport, Lone Rock, Sauk County, Wisconsin" be repealed and recreated as, "Chapter 41, "Airport Zoning Ordinance for the Tri-County Regional Airport" as referenced in Appendix A and as filed with the Sauk County Clerk.


For consideration by the Sauk County Board of Supervisors on August 15, 2006.

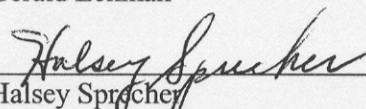
Respectfully submitted,  
**PLANNING, ZONING & LAND RECORDS**

  
\_\_\_\_\_  
Lester Weise, Chair

  
\_\_\_\_\_  
Joel Gaalswyk, Vice Chair

  
\_\_\_\_\_  
Judy Ashford, Secretary

  
\_\_\_\_\_  
Gerald Lehman

  
\_\_\_\_\_  
Halsey Sprueker

Fiscal Note:  
No fiscal impact

KPB



OFFICE OF  
SAUK COUNTY PLANNING AND ZONING

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

**NOTICE**

PLEASE TAKE NOTICE, that the Planning, Zoning and Land Records Committee of the Sauk County Board of Supervisors will hold a public hearing on August 8, 2006, at 9:30 a.m., or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 17-2006. Repeal the current Chapter 41 "Regulating the Height of Structures and Trees in the Vicinity of the Tri-County Regional Airport, Lone Rock, Sauk County, Wisconsin" of the Sauk County Code of Ordinances and recreate as Chapter 41 " Airport Zoning Overlay Ordinance for the Tri-County Regional Airport". The newly created Airport Zoning Ordinance will incorporate the height limitation map adopted by the Sauk County Board of Supervisors on November 15, 1994 by Ordinance No. 163-94 as a component and will include additional provisions that regulate certain land uses within close proximity to the Tri-County Airport, with specific attention to the runway arrival and departure areas.

A draft of the ordinance can be viewed at the Sauk County Clerk or Planning & Zoning Office in Baraboo or on Sauk County's website at <www.co.sauk.wi.us>. The applicant to this petition is: Sauk County, Wisconsin, c/o Sauk County Planning & Zoning, 505 Broadway, Baraboo, WI 53913.

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

- II. A. The purpose of this request is to adopt a land use plan and zoning regulations in compliance with FAA standards that will allow the Tri-County Airport; and for that matter the owners who include Sauk, Iowa and Richland Counties; the ability to continue receiving Federal and State funding for capital improvement projects and operational expenses in the future.

- 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: July 17, 2006

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS

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

To be published July 24, 2006 and July 31, 2006  
For office use only: Pet. No. 17-2006  
If you have a disability and need help, please call 608-355-3288  
that a 48 hour notice is given. Please

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James Blau  
T. Spring Green clerk  
PO Box 445  
Spring Green, WI 53588

2. Article Number

(Transfer from service label)

7004 2510 0003 0271 0707

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *James Blau*

- Agent  
 Address

B. Received by (Printed Name)

*James Blau*

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

S:\planning\rezone\2006\July\Tri-County

## CHAPTER 41

### AIRPORT ZONING ORDINANCE FOR THE TRI-COUNTY REGIONAL AIRPORT

41.01	Statutory Authorization and Purpose	41.12	Noise Control Overlay District (Zone 4)
41.02	Definitions	41.13	Height Limitation Overlay District (Zone 5)
41.03	General Provisions	41.14	Nonconforming Uses
41.04	Airport Zones	41.15	Administration
41.05	Height Limitation Zones	41.16	Permits
41.06	District Boundaries	41.17	Permit Procedure
41.07	Conflict with Other Zoning Districts	41.18	Board of Appeals
41.08	Severability	41.19	Penalties
41.09	Airport Runway District (Zone 1)	41.20	Establishment of Fees
41.10	High Impact Runway Approach and Departure District (Zone 2)	41.21	Effective Date
41.11	Moderate Impact Runway Approach and Departure District (Zone 3)		

**41.01 Statutory Authorization and Purpose.** (1) This chapter is adopted pursuant to Wis. Stat. ch. 114 and §§ 59.03, 59.04, 59.69, and 66.0301.

(2) The purpose of this ordinance is to regulate the use of property and restrict the height of structures and growth within the designated vicinity of the Tri-County Regional Airport to protect and promote the health, safety, convenience, general welfare, and safety of the public and property in connection with the use and operation of the Airport. This ordinance is intended to implement the Airport Master Plan and comply with state and federal regulations pertaining to aviation. Iowa, Richland and Sauk County each declare in adopting this ordinance that the Tri-County Regional Airport is an essential public facility.

**41.02 Definitions.** As used in this ordinance, unless the context otherwise requires:

(1) **AIRPORT.** The Tri-County Regional Airport located in Section 31, Town 9N, Range 3E, Sauk County, Wisconsin, and owned jointly by Sauk, Iowa and Richland counties.

(2) **AIRPORT HAZARD.** Any structure or object whether natural or man-made, or use of land that obstructs the air space required for the flight of aircraft in landing or taking off, or is

otherwise hazardous to such landing or taking off, or to persons using such land, structure or object.

(3) **AIRPORT MASTER PLAN.** The master plan for the Airport, also known as the Airport Layout Plan, that provides for the plan for future operations at the Airport, and was adopted by the Tri-County Airport Commission on March 14, 2002 and by the Federal Aviation Administration on December 19, 2001, including any amendments thereto.

(4) **ALTERATION.** Any construction, reconstruction, renovation or remodeling that would result in the change of height or lateral dimensions of an existing structure.

(5) **BOARD OF APPEALS.** The zoning board of appeals created pursuant to Wis. Stat. § 114.136 with the powers provided by Wis. Stat. § 62.23(7)(e) and other powers provided by law to hear appeals and grant variances from the terms of this ordinance.

(6) **COMMISSION.** The Tri-County Airport Commission, a commission created by Iowa, Richland and Sauk counties for the purpose of operating, maintaining and improving the Tri-County Regional Airport.

(7) **CONSTRUCTION.** The erection or alteration of any structure.

(8) **DEVELOPMENT.** Any manmade change to real estate including but not

limited to construction of, or addition to, buildings, construction of structures, the placement of mobile homes or other movable structures, mining, dredging, filling, grading, paving, excavating, drilling operations and disposal of materials.

(9) GROWTH. Natural vegetation including tress, shrubs, and foliage with the exception of farm crops that are cut at least once each year.

(10) HEIGHT. The distance measured from the surface of the ground to the highest point of any structure or growth.

(11) LOT OF RECORD. A land area designated in a subdivision plat, certified survey map, or described in a conveyance, recorded in the county register of deeds of the county in which the property is located, that complied with zoning regulations in existence when the property was originally divided and/or recorded but which no longer complies with the current minimum land area standards within the applicable zoning district.

(12) MANAGER. The manager of the Tri-County Regional Airport.

(13) NONCONFORMING USE. Any structure, growth or use of land that does not comport with existing land use regulations contained in this chapter, but that was in compliance with previous land use regulations and that existed at the time of adoption of this chapter.

(14) PRIMARY ZONING ORDINANCE. The general zoning ordinance in effect in an area subject to this ordinance.

(15) PRINCIPAL USE. The primary purpose for which a structure or property is utilized and which is permitted by all applicable laws and regulations.

(16) RUNWAY. The portion of the airport having a surface specifically developed, designated and maintained for the landing and take off of aircraft.

(17) STRUCTURE. Any man-made object with form, shape and utility that is either permanently or temporarily constructed, installed or placed on or into the ground.

(18) VARIANCE. A departure from the terms of this ordinance as applied to a specific building, structure or parcel of land, granted by the Board of Appeals upon the applicant proving

unnecessary hardship, that permits the construction, alteration, remodeling or use of land that deviates from the requirements of this chapter.

#### 19) ZONING ADMINISTRATOR.

The zoning administrator of Iowa, Richard or Sauk county, depending upon where the parcel of property subject to the terms of this ordinance is located. The zoning administrators of Iowa, Richland and Sauk counties are each responsible for administering and enforcing the terms of this ordinance in their respective counties.

#### 41.03 General Provisions. (1)

Notwithstanding any other provision of this chapter, no use may be made of land or water within any district established herein that would endanger the safe landing, taking off and maneuvering of aircraft within the vicinity of the Airport, or would be injurious to the health, safety and welfare of person using the Airport facilities, including:

(a) Creating electrical or electronic interference to navigational signals, and radio or radar communication between the airport and aircraft or air traffic control systems;

(b) Installing or using slashing or flashing lights, illuminated advertising, illuminated business signs or any illumination that would create a hazard to pilots because of the difficulty distinguishing between airport lights and the non-airport illumination, or that results in glare in pilot's eyes to an extent that it impairs visibility;

(c) Emitting or discharging smoke so as to interfere with the safe avigation of aircraft using the Airport.

(2) Persons constructing, purchasing or leasing any land or structures within one (1) mile of the Airport are advised that such land and structures, including dwellings, are situated in the vicinity of the Airport. The Airport, by its customary and normal operations, may cause noise or interfere with the unrestricted use and quiet enjoyment of the property.

41.04 Airport Zones. All airport zones established by this chapter are shown on the map entitled "Airport Zoning District Map" maintained on file at the Airport and the office of the Zoning Administrator. Zone One (1) shall be the most

restrictive zone and Zone Five (5) is the least restrictive zone.

**41.05 Height Limitation Zones.** All height zones established by this chapter are shown on the map entitled "Tri-County Airport Height Limitation Zone Map" that is maintained on file at the Airport and the office of the Zoning Administrator.

**41.06 District Boundaries.** (1) District boundary lines are the centerlines of highways, roads, or other paved right of way, section lines, tract lines, division lines, lot lines, or such other designated line indicated on the Airport Zoning District Map.

(2) When a district line divides a parcel or lot of record in a manner that places that parcel in two different districts, the more restrictive district requirements apply unless the proposed use or development that does not comply with the more restrictive district may be entirely contained on the portion of the parcel that is in the lesser restrictive district, and provided that:

(a) The use is permitted by the primary zoning applicable to that district; and,

(b) The use complies with all setback requirements; and,

(c) A site plan, drawn to scale, shows the location of the use and the district line on the lot or parcel, and such plan is submitted to the Zoning Administrator and reviewed and approved pursuant to the procedures provided in this Chapter; and,

(3) Any use of property that is not permitted by the primary zoning ordinance, this chapter, and any federal or state aviation regulations is deemed to be prohibited. Where there is a question regarding whether a particular use is permitted or prohibited, the Commission, on its own initiative or at the request of a property owner, may conduct a study to determine what zone, if any, is appropriate for the proposed use and which conditions, if any, shall apply.

**41.07 Conflict With Other Zoning Districts.** The provisions of this chapter operate as an overlay zoning district for land subject to the primary zoning ordinance. Whenever there is a

conflict between the primary zoning ordinance and the overlay zoning provided by this chapter, the more restrictive provisions shall apply.

**41.08 Severability.** In any case in which the provision of this Ordinance, although generally reasonable, is held by a court to interfere with the use or enjoyment of a particular structure or parcel of land to such an extent, or to be so onerous in their application to such a structure or parcel of land, as to constitute a taking or deprivation of that property in violation of the constitution of this state or the constitution of the United States, such holding shall not affect the application of this Ordinance as to other structures and parcels of land, and to this end the provisions of this Ordinance are declared to be severable. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the parts so declared to be unconstitutional or invalid.

**41.09 Airport Runway District (Zone 1).** (1) Purpose. The runway district is established to encompass land areas that due to the operation of aircraft will be exposed to excessive noise, are in close proximity to the airport runways and crash hazard area of the airport. The runway district is established to implement the recommendations of the Airport Master Plan, to protect the runway and approaches of the airport from incompatible land uses, and to preserve the airport's ability to serve its present and future air transportation needs, as depicted on the Airport Zoning District Map. Such expansions, alterations or enlargements are not subject to zoning regulations of the underlying municipality except for building requirements. Any expansion or enlargement of runways must be approved by the Federal Aviation Administration and Wisconsin Department of Transportation, Bureau of Aeronautics.

(2) Permitted uses and structures. Any uses and structures that are directly related to, and necessary for, the functional operation of the

Airport, and that are consistent with the Airport Master Plan, as amended, and approved by both the Commission and the Zoning Administrator.

(3) Prohibited uses.

(a) Any construction, expansion, alteration or enlargement to any building or structure within this district is prohibited except for those uses and buildings necessary for the functional operation of the airport.

(b) Any use or structure that would create electrical interference with navigational signals or radio communications between the airport and aircraft; create confusion in identifying airport lights; result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport or otherwise endangers or interferes with the landing, take off, or maneuvering of aircraft including but not limited to smoke, dust, lighting, etc

(4) Dimensional Requirements.

(a) Height Limitations. No structure or growth shall exceed the height permitted by this ordinance and as shown on the Tri-County Airport Height Limitation Zone Map.

(b) Setback Requirements. The location of any structure shall comply with Federal Aviation Administration design standards and/or the requirements of the primary zoning ordinance, whichever is more restrictive.

**41.10 High Impact Runway Approach and Departure District (Zone 2).** (1) Purpose.

The high impact runway approach and departure district is established in order to set forth requirements in areas that are directly within the flight pattern of aircraft approaching and departing the Airport's runways. This district includes the area identified as Zone 2 on the Airport Zoning District Map.

(2) Permitted Uses. Those uses permitted by the primary zoning ordinance except for those uses specifically prohibited by this section.

(3) Prohibited Uses.

- (a) Single or multifamily residential development
- (b) Hospitals
- (c) Churches
- (d) Schools

(e) Theaters and amphitheaters.

(f) Stadiums

(g) Campgrounds

(h) Retirement/nursing homes

(i) Wildlife ponds.

(j) Licensed group day care facilities

(k) Any other construction or land use

that would encourage the concentration of bird (avian) populations except that customary and reasonable agricultural practices that inadvertently result in a concentration of birds are not prohibited.

(l) Any use or structure that may be susceptible to being adversely affected by loud and extensive noise or would interfere in the use or operation of the airport.

(m) Any use or structure that would create electrical interference with navigational signals or radio communications between the airport and aircraft; create confusion in identifying airport lights; result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport or otherwise endangers or interferes with the landing, take off, or maneuvering of aircraft including but not limited to smoke, dust, lighting, etc

(n) For uses not listed as prohibited uses, the number of employees during typical operating conditions shall not exceed 1 employee per 500 square feet without written approval by the Zoning Administrator and the Commission.

(4) Dimensional Requirements.

(a) Height limitations. No structure or growth shall exceed the height permitted by this ordinance and indicated on the Tri-County Airport Height Limitation Zone Map.

(b) Setback requirements. Setbacks shall comply with the requirements of the primary zoning ordinance.

(c) Minimum area requirements. The minimum lot area provisions of the primary zoning ordinance shall apply to all areas within Zone 2. Any lot which meets the definition of a lot of record under the primary zoning ordinance shall be considered legally buildable even though the lot may not meet the current minimum lot area requirements, and provided the lot is in separate ownership from abutting lands, and the proposed

development meets the use restrictions provided in this chapter.

**41.11 Moderate Impact Runway Approach and Departure District (Zone 3).** (1) Purpose. The moderate impact runway approach and departure district is established in order to set forth the land use requirements in areas that are within the flight pattern of aircraft approaching and departing the Airport's runways. This district includes the area identified as Zone 3 on the Airport Zoning Map.

(2) Permitted Uses. Those uses permitted by the primary zoning ordinance except for those uses specifically prohibited by this section.

(3) Prohibited Uses. The following uses are prohibited within Zone 3:

- (a) Hospitals
- (b) Churches
- (c) Schools
- (d) Theaters and amphitheaters.
- (e) Stadiums
- (f) Campgrounds
- (g) Retirement/nursing homes
- (h) Licensed group day care facilities
- (i) Any other construction or land use

that would encourage the concentration of bird (avian) populations except that customary and reasonably agricultural practices that inadvertently result in a concentration of birds are not prohibited.

(j) Any use or structure that would create electrical interference with navigational signals or radio communications between the airport and aircraft; create confusion in identifying airport lights; result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport or otherwise endangers or interferes with the landing, take off, or maneuvering of aircraft including but not limited to smoke, dust, lighting, etc.

(4) Dimensional Requirements.

(a) Height Limitations. No structure or growth shall exceed the height permitted by this ordinance and as shown on the Tri-County Airport Height Limitation Zone Map.

(b) Setback Requirements. The setback requirements of the primary zoning ordinances shall apply.

(c) Minimum Area Regulations. The minimum lot area provisions of the primary zoning ordinance shall apply to all areas within Zone 3. Any lot which meets the definition of a lot of record under the primary zoning ordinance shall be considered legally buildable even though the lot may not meet the current minimum lot area requirements, provided that the lot is in separate ownership from abutting land, and further provided that the proposed development meets the use restrictions provided in this chapter.

**41.12 Noise Control Overlay District (Zone 4).** (1) Purpose. The Noise Control Overlay District is established to minimize the conflict between allowed uses and the noise generated in this zone due to aviation activities, overflights and use of the Airport shown on the Airport Zoning District Map.

(a) Permitted Uses. All uses shall conform with the provisions of this ordinance as well as meet the primary zoning ordinance requirements.

(b) Prohibited Uses. Any use or structure that would create electrical interference with navigational signals or radio communications between the airport and aircraft; create confusion in identifying airport lights; result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport or otherwise endangers or interferes with the landing, take off, or maneuvering of aircraft including but not limited to smoke, dust, lighting, etc.

(c) Dimensional Requirements.

1. Height Limitations. No structure or growth shall exceed the height permitted by this ordinance and as shown on the official Height Limitation Map.

2. Setback Requirements. The setback requirements shall meet the setback requirements of the primary zoning ordinance.

3. Minimum Area Regulations. The lot area requirements shall meet the requirements of the primary zoning ordinance.

**41.13 Height Limitation Overlay District (Zone 5).** (1) Purpose. The Height Limitation Overlay District is established to protect the approaches to the airport from

incompatible land uses by establishing height limitations as shown on Tri-County Airport Height Limitation Zone Map and the Airport Zoning District Map.

(a) Permitted Uses. All uses shall conform with the provisions of this ordinance as well as the primary zoning ordinance.

(b) Prohibited Uses. Any use or structure that would create electrical interference with navigational signals or radio communications between the airport and aircraft; create confusion in identifying airport lights; result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport or otherwise endangers or interferes with the landing, take off, or maneuvering of aircraft including but not limited to smoke, dust, lighting, etc

(c) Dimensional Requirements.

1. Height regulations. No structure or growth shall exceed the height permitted by this ordinance as shown on the Tri-County Airport Height Limitation Zone Map.

2. Setback Requirements. The setback requirements shall meet the requirements of the primary zoning ordinance.

3. Minimum area regulations. The lot area requirements shall meet the requirements of the primary zoning ordinance.

**41.14 Nonconforming Use.** (1) The regulations prescribed in this ordinance shall not be construed to require the removal, lowering, change or alteration of any legal nonconforming use, or otherwise interfere with the continuance of any legal nonconforming use, except as otherwise provided by this section.

(2) When a nonconforming use, building, structure or tree is destroyed by fire, explosion, act of God or the public enemy, it may be restored so long as it complies with the primary zoning ordinance requirements and the height limitations imposed by this chapter as verified by a signed statement from the Zoning Administrator prior to any such rebuilding, reconstructing or rehabilitation.

(3) Nonconforming uses described in this chapter, except for uses located in Zone 1, may be expanded, altered or otherwise enlarged provided the following conditions are met:

(a) The expansion, alteration or enlargement meets the requirements of the height limitations under this ordinance and a statement showing such compliance is signed by the Zoning Administrator prior to the expansion, alteration or enlargement.

(b) The expansion or alteration in no way creates new, or increases prior existing conditions, that would create electrical interference with navigational signals or radio communications between the airport and aircraft; create confusion in identifying airport lights; result in glare in the eyes of pilots using the airport; impair visibility in the vicinity of the airport or otherwise endangers or interferes with the landing, take off, or maneuvering of aircraft including but not limited to smoke, dust, lighting, etc.

(c) The expansion, alteration or enlargement complies with any more restrictive primary zoning ordinance requirements, or state and federal laws or regulations.

(4) Changes. Nothing contained herein shall require any change in the construction, alteration or intended use of any structure, if the construction or alteration of such structure, was commenced prior to the effective date of this ordinance, provided such construction proceeds in a diligent manner as determined by similar building projects.

(5) Nothing in this section shall interfere with, or prevent the removal of, nonconforming uses by purchase or the use of eminent domain.

**41.15 Administration.** (1) It shall be the duty of the Zoning Administrator to administer and enforce this chapter. Applications for permits shall be made to the Zoning Administrator of the county in which the proposed use is located, upon an application form furnished by that Zoning Administrator and shall normally be processed within twenty (20) days. Upon receipt by the Zoning Administrator, a copy shall be transmitted to the Chairperson of the Commission and Airport Manager for comment. The Chairperson and Manager shall provide comments to the Zoning Administrator within ten (10) days of receipt. Such applications shall be processed within the prescribed twenty (20) day review period unless

Federal Aviation Administration approval under FAR Part 77 is requested by the applicant or the Commission, in which case the Zoning Administrator's action may await determination by the Federal Aviation Administration. Each Zoning Administrator shall cooperate to provide a clear and consistent interpretation and implementation of this Chapter.

**41.16 Permits.** (1) No structure or development shall hereafter be constructed, erected, enlarged or installed in any district created by Sections 41.09 through 41.13 of this ordinance, except for structures that are less than 200 square feet in area and less than 35 feet in height, until the owner or their agent shall have applied in writing for a permit therefore in the manner set forth in Section 41.17 and obtained such permit from the Zoning Administrator. Forms for application of land use permits shall be supplied by the Zoning Administrator and a record of all permits issued shall be kept on file within the office of the Zoning Administrator.

(2) The Zoning Administrator shall either approve or disapprove the application for development based upon land use recommendations provided by the Commission Chairperson or Manager of the Airport, and the provisions, standards and requirements contained in this ordinance. The application for such permit shall indicate the use for which the permit is desired, and shall describe and locate the use with sufficient particularity to permit the Zoning Administrator to determine whether such use would conform to the regulations of this ordinance.

(3) If the proposed development is approved by the Zoning Administrator and meets the building requirements of the affected municipality, a building permit may be issued by the municipality. If the proposed development is not approved, no building permit shall be issued.

(4) Said permit shall be posted in a prominent place on the premises prior to and during the period of construction, erection, installation or establishment.

**41.17 Permit Procedure.** (1) All applications for land use permits for construction, reconstruction, expansion or conversion of a use in

District Zones 1 through 5 shall be accompanied by a site plan drawn to scale, which shows:

(a) The location; actual shape and dimensions of the lot to be built upon;

(b) The exact size and location of the structure on the lot;

(c) The existing or intended use of the structure;

(d) The maximum number of occupants the structure is intended to contain;

(e) The distances between the nearest point of the structure and the centerline of the road;

(f) The height of the proposed structure;

(g) The ground elevation of the site, except for structures that are less than 35 feet above ground level at the object site within one-half (1/2) mile of the airport boundary, or to structures less than 50 feet in height above the ground level within the area beginning one-half (1/2) mile from the airport boundary and extending to one (1) mile from the airport boundary, or to structures less than 100 feet in height above the ground level within the area beginning one (1) mile from the airport boundary and extending to three (3) miles from the airport boundary;

(h) Any other information deemed necessary by the Zoning Administrator to ensure conformance with the provisions of this ordinance.

(2) The Zoning Administrator shall review the site plan and the accompanying material for conformance to this section and shall coordinate additional review as may be appropriate. The Zoning Administrator shall send a copy of the site plan and the accompanying material to any underlying jurisdiction that may have approval authority for their input.

(3) An applicant who wishes to change an approved site plan must obtain the approval of the Zoning Administrator. If the proposed changes result in a revised site plan substantially similar to the approved plan, the Zoning Administrator may approve the site plan changes. If the proposed changes are not substantially similar to the approved plan, such changes shall require the submission of a new and separate land use permit application.



**41.18 Board of Appeals.** (1) There is hereby created a Board of Appeals pursuant to Wis. Stat. § 114.136(4) and § 62.23(7)(e) consisting of five members and three alternates as follows:

(a) One individual from Iowa County, two individuals from Richland County and two individuals from Sauk County, who shall also be members of that county's Board of Adjustment, but who shall not own property that is subject to the terms of this ordinance.

(b) Three alternate members, one each from Iowa, Richland and Sauk counties, who shall have the same qualifications as subparagraph (a) above.

(c) Members of the Board of Appeals shall serve three (3) year terms. However, their membership shall terminate if they cease to meet the qualifications contained in (a) above.

(2) The Board of Appeals shall be constituted and have the powers provided for in Wis. Stat. § 62.23(7)(e) as well as the following:

(a) Any person aggrieved or affected by a decision or action of the Zoning Administrator may appeal such decision or action to the Board of Appeals. The Commission may be an aggrieved person.

(b) The Board of Appeals may, in passing upon appeals, grant a variance from the terms of this ordinance. An individual seeking a variance shall file an appeal with the appropriate Zoning Administrator which shall promptly forward the appeal to the Board. Upon receipt, the Board shall conduct an investigation and public hearing to consider the appeal. The Board may grant a variance from the terms of this ordinance, provided that the variance is not contrary to the public interest, and:

1. The applicant proves that owing to special conditions unique to that property, a literal enforcement of this ordinance would result in unnecessary hardship as defined by law, that such relief will do substantial justice, and the granting of a variance would be in accordance with the intent of this ordinance. No variance shall be granted that would create a hazard to the safe, customary and normal operation of aircraft using the Airport.

2. The Board of Appeals may condition the grant of any variance upon prior

compliance with any reasonable condition, which the Board in its discretion, deems necessary or appropriate under the circumstances, including, but not limited to, the obstruction lighting of objects for which a variance is granted.

(3) Any appeal taken pursuant to this section shall be in conformity with the procedure established by § 62.23(7)(e) Stats.

**41.19 Penalties.** (1) The provisions of this ordinance shall be enforced by the Zoning Administrator in which the property is located with the assistance of the corporation counsel for the county in which the violation occurs.

(a) Violations of this ordinance, or of any regulation, order, or ruling promulgated hereunder, shall constitute an airport hazard and such hazard may be enjoined, abated or removed.

(b) Each day a violation continues shall constitute a separate offense.

(c) Any action commenced to enforce the provisions of this ordinance action shall be prosecuted in the circuit court of the county in which the violation or airport hazard is wholly or partially located.

(d) Any person, firm or corporation found guilty of violating any provision(s) of this ordinance shall, upon conviction thereof, forfeit not less than \$100.00 nor more than \$500.00 for each such offense, together with the costs of prosecution. Each day of a violation of this ordinance shall be considered a separate offense.

(2) The provisions of this ordinance shall be enforced by the corporation counsel for the county in which the violation occurs. The ordinance may be enforced by legal and/or equitable remedies.

**41.20 Fees.** Fees for the administration of this ordinance shall be established by the Tri-County Airport Commission with approval of boards of supervisors of the three county owners. It is intended that the fees should cover the reasonable costs of administering this ordinance.

**41.21 Effective Date.** This ordinance shall take effect upon passage and publication by all three counties; Iowa, Richland and Sauk.

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As adopted by the Sauk County Board of Supervisors on

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RESOLUTION NO. 98-06

**AUTHORIZING THE ADVERTISEMENT FOR SALE OF OUTLOT 2, EAGLE ADDITION TO LAKE DELLONA, TOWN OF DELLONA**

**WHEREAS**, Eagle Addition to Lake Dellona, located in the Town of Dellona, was platted in 1974, said plat containing 30 lots and 3 outlots; and

**WHEREAS**, the developer of the subdivision intended that a property owners association be created and intended that said association would own & maintain the outlots for the purpose of creating green space and access through these and outlots in other subdivisions to Lake Dellona; and

**WHEREAS**, a property owners association for this subdivision, as well as the other referenced subdivisions, was never created, thus the ownership of the outlots was retained by the developer until 1994 at which time Sauk County acquired the outlots via the tax deed process; and

**WHEREAS**, at the time the tax deed was taken the County, pursuant to a note in the records in the office of the County Clerk, opted to not advertise the outlots for sale with the note on Outlot 2 stating that "Property is subject to a re-plat. If not accomplished in near future, it can be advertised"; and

**WHEREAS**, the property was never replatted, and has not been advertised for sale; and

**WHEREAS**, Outlots 1 and 3 of said subdivision were previously advertised and sold; and

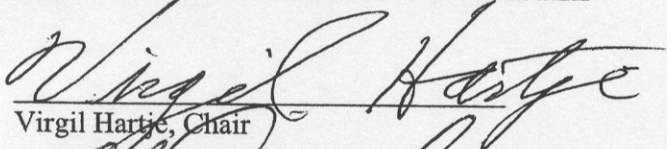
**WHEREAS**, the Sauk County Property & Insurance Committee has solicited input from the Town of Dellona, Sauk County Planning & Zoning Administrator, and Sauk County Corporation Counsel regarding the possibility of selling Outlot 2, and all have not opposed but have deferred the decision to the committee, with the Property & Insurance Committee determining that the advertisement for sale of Outlot 2 is not contrary to the interest of the County.

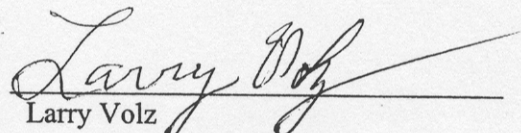
**NOW, THEREFORE BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that Outlot 2, Eagle Addition to Lake Dellona, be advertised for sale concurrent with the advertisement for sale of properties acquired by tax deed in 2006, and with the minimum bid price to be set by the Property & Insurance Committee at that time.

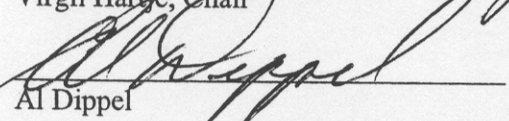
For consideration by the Sauk County Board of Supervisors on August 15, 2006.

Submitted by

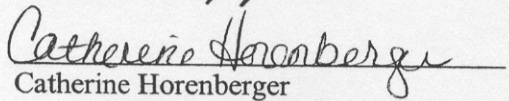
**PROPERTY & INSURANCE COMMITTEE**

  
Virgil Hartje, Chair

  
Larry Volz

  
Al Dippel

Charles Montgomery

  
Catherine Horenberger

**FISCAL NOTE:** No fiscal impact. *YAB*  
**MIS NOTE:** No MIS impact.

RESOLUTION 99 - 06

**APPROVING THE PLACEMENT OF A COUNTY WIDE REFERENDUM QUESTION ON THE NOVEMBER 2006 ELECTION BALLOT, GIVING SAUK COUNTY VOTERS AN OPPORTUNITY TO ADVISE NATIONAL ELECTED REPRESENTATIVES ON THE MATTER OF BRINGING U.S. TROOPS HOME FROM IRAQ**

**WHEREAS** the stated U.S. objectives for the invasion and occupation of Iraq—eliminating weapons of mass destruction, removing Saddam Hussein from power, and holding free and fair elections—have all been achieved; and

**WHEREAS** the U.S. invasion and occupation of Iraq has lasted over three years with no plan for a withdrawal of U.S. troops; and

**WHEREAS** over 2,500 U.S. soldiers and more than 38,000 Iraqi civilians have been killed; and

**WHEREAS** the cost of the Iraq War to Sauk County taxpayers alone has reached over \$50 million, and the U.S. continues to spend over \$5 billion per month on the conflict; and

**WHEREAS** the federal government continues to cut domestic programs, including those affecting the health, education, and welfare of Sauk County residents; and

**WHEREAS** the federal government operates with a significant and growing budget deficit, jeopardizing the long-term economic stability of our nation, state, county and municipalities; and

**WHEREAS** the extended overseas deployment of local National Guard and Reserve units compromises the security of Sauk County in case of natural disaster or other emergency by spreading available troops too thinly and diminishing their strength; and

**WHEREAS** Sauk County military families continue to endure emotional and financial hardship from the extended deployment of Reserve and National Guard units to Iraq; and

**WHEREAS** according to a February 2006 poll, 72% of U.S. troops serving in Iraq said all U.S. forces should return home within 12 months; and

**WHEREAS** American citizens have a right and a duty to advise their elected leaders on matters of great national interest; and

**WHEREAS** giving the voters of Sauk County an official opportunity to register their support for or opposition to continued military action in Iraq would carry substantial weight with our elected representatives in Congress;

**NOW THEREFORE, BE IT RESOLVED** by the Sauk County Supervisors met in regular session, that the Sauk County ballot for the general election on November 7, 2006 include the following question:

“Should the United States immediately begin a phased, orderly withdrawal of its troops from Iraq?”

**AND BE IT FURTHER RESOLVED**, that the results of the vote on this referendum question be formally communicated by Sauk County to the Wisconsin delegation to the U.S. Congress.

For consideration by the Sauk County Board of Supervisors on August 15, 2006.

Sauk County Board Supervisors:

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Joan Wheeler

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Thomas Kriegl

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Judith Stoeckmann

Fiscal Note: Cost would be between \$4,000.00 and \$6,500.00, if held in conjunction with a regularly scheduled election. *KPB*

Information Systems Note: None

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