

Agenda

Sauk County Board of Supervisors - Regular Meeting

Tuesday, December 20, 2011

6:00 p.m., West Square Building, 505 Broadway, Room #326, Baraboo, Wisconsin

Special Meetings:

5:30 p.m., **Land Conservation and Planning, Zoning and Land Records Committee** in room 213, West Square Bldg, 505 Broadway, Baraboo, to consider:

1. Discussion and possible approval of Badger Coulee American Transmission Company's (ATC) Line Resolution.

5:45 p.m., **Finance Committee**, in Gallery of County Board Room #326A to consider:

1. Approval of County vouchers
2. Consider amendment to financial policy 5-94 Fund Balance/Retained Earnings and Contingent Funds Policy to be compliant with GASB 54.

Regular Sauk County Board of Supervisors Meeting

1. Call to order regular meeting.
2. Roll call.
3. Certify compliance with Open Meeting Law.
4. Invocation and pledge of allegiance.
5. Adoption of agenda.
6. Approval of minutes of previous meeting.
7. Scheduled appearances.
8. Public comment – 3 minute limit: Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Chair.
9. Communications:
 - a. Letter from Frances Huntley-Cooper, Chair Madison College District Board, thank you to Sauk County for support of Madison College; and information regarding the Madison College tax levy. (page 4a)
 - b. State of Wisconsin Department of Corrections, 2011 Annual Jail Inspection. (pages 4b-4c)
10. Bills & referrals.
11. Claims.
12. Appointments:

Board Of Adjustment, Citizen member, 3 year term:

Nicholas Ladas, S500 Warbler Court, La Valle, (Township of La Valle), to replace unexpired term of Bob Roloff, 3 year term expires 06/30/2012

Health Care Center Board Of Trustees:

Supervisor Joan C. Smoke, Supervisor, 3 year term expires 01/01/2015

Citizen William Higgins, (Baraboo), 3 year term expires 01/01/2015

Veterans Service Commission: Harry Schutz, Plain, 3 year term expires 12/31/2014

Workforce Development Board Of South Central Wisconsin:

Sauk County Human Services member, 3 year term expires 12/31/2014:

William Orth, Director

13. Unfinished Business: None.

14. Reports - informational, no action required:

- Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):

1. **Petition -2011**, Applicant: ; Project Location: ; Current Zoning: ; Proposed Zoning: . (PAGES -)

- 2011 Wisconsin Counties Association (WCA) Annual Report via video.
- Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.
- Marty Krueger, County Board Chair
- Kathryn Schauf, Administrative Coordinator

15. Consent Agenda: None.

16. Resolutions & Ordinances:

<u>Page #</u>	<u>COMMITTEE:</u>
5-6	AGING AND DISABILITY RESOURCE CENTER: Resolution 117-2011 Authorizing The Aging & Disability Resource Center To Contract For The Provision Of Lunches For The 2012 Nutrition Program.
7-20	COMMUNICATIONS INFRASTRUCTURE: Resolution 118–2011 Approving Amended Tower Lease Agreement With Wisconsin Power And Light Company.
21-21a	EXECUTIVE & LEGISLATIVE: Resolution 119-2011 Authorizing Countywide Referendum Question To Be Placed On The April Ballot.
22-23	FINANCE: Resolution 120-2011 Approving Commitment and Assignment of Fund Balances.
24-25	LAND CONSERVATION and PLANNING, ZONING AND LAND RECORDS: Resolution 121-2011 Regarding American Transmission Company's Application 137CE160 Including A 345 kV Transmission Line Option.
26-27	LAW ENFORCEMENT & JUDICIARY: Ordinance 122-2011 Approving Fee Schedule For Non-4D (NIVD) Cases By The Sauk County Child Support Agency.
28-31	PERSONNEL: Ordinance 123-2011 Amending Chapter 13, Sauk County Personnel Ordinance To Implement Wisconsin Act 10 Changes.

PLANNING, ZONING AND LAND RECORDS:

- 32-37 Resolution 124-2011 Approving Program And Agreement With The State Of Wisconsin Department Of Transportation To Utilize Funds For Various Identified And Approved Conservation Programs Outside The Baraboo Range National Landmark (BRNNL) In Connection With U.S. Highway 12 Improvements.
- 38-40 Resolution 125-2011 Approving An Amendment To The Town Of Merrimac Zoning Ordinance And Zoning District Map For A Rezone From An Agricultural To A Single Family Residential District As Filed By The Town Of Merrimac.
- 41-51 Ordinance 126-2011 (Petition 3-2011) Amending Chapter 9, Floodplain Zoning Ordinance, Of The Sauk County Code Of Ordinances To Reflect The Dam Failure Analysis Of The Lake Redstone Dam And To Adopt The Floodway Map, Flood Profile And Floodway Data Table Associated With This Analysis.
- 52-54 Ordinance 127-2011 (Petition 6-2011) Approving The Rezoning Of Lands In The Town Of Baraboo From A Resource Conservancy 35 To A Commercial Zoning District Filed Upon Garry Zellmer, Applicant And Property Owner.
- 55-57 Ordinance 128-2011 (Petition 7-2011) Amending Chapter 7, Zoning Ordinance, Of The Sauk County Code Of Ordinances, To Amend Parts Of Chapter 7 Pertaining To Signs, Including Repealing 7.13(1)(J).

UW EXTENSION, ARTS & CULTURE:

- 58-60 Resolution 129-2011 Honoring Wormfarm Institute For Innovative And Successful Fermentation Festival And Farm /Art Dtour, October, 2011.

17. Adjournment to a date certain.

Respectfully,



Martin F. Krueger
County Board Chair

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

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

County Board members:

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

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

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: Wednesday, December 14, 2011

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

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MADISON
AREA | TECHNICAL
COLLEGE

Bettsey L. Barhorst, Ph.D.
President

November 15, 2011

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

Dear Mr. Krueger:

We want to thank you again for your support of Madison College and also provide you with some information about our tax levy in case you receive inquiries.

First, the FY2011-12 tax levy for Madison Area Technical College includes no increase for operations. The tax levy does, however, reflect an increase for capital funds, largely as a result of the outcome of the November 2010 referendum and increases in capital borrowing for equipment and technology.

During the weeks leading up to the November 2, 2010 vote, District Board members, administrators, faculty, staff and students gave numerous presentations regarding the referendum and associated projects to county boards, school boards, civic organizations and other interested parties in the College District. We engaged and explained to as many citizens as possible the College's academic and building plans. As part of those presentations, the public was informed that passage of the referendum would lead to an increase in taxes on the average home of about \$33. As you know, the borrowing was approved by an almost 60 percent yes vote.

The full impact of the referendum is included in the FY2011-12 tax levy as the College accelerated its borrowing of the \$133.8 million to take advantage of favorable interest rates and meet the updated timeline for completing the building projects by 2013. In future years there will be little or no additional tax levy increase as a result of the referendum.

We here at Madison College take very seriously our responsibility to provide quality education to the future workers in our communities, to meet the needs of our neighbors to retrain for tomorrow's jobs, and to always remain sensitive to the impact on our taxpayers.

As we move to the future we want you to know that we are happy to present information at any time related to the financial state of the College and its impact on students and the local economies of our District. Just let us know if you would like to hear from us in person.

Sincerely,

Frances Huntley-Cooper

Frances Huntley-Cooper, Chair
Madison College District Board

Bettsey L. Barhorst

Bettsey L. Barhorst, President
Madison College

(Hi Marty!)

RECEIVED

NOV 21 2011

SAUK COUNTY BOARD CHAIR
BARABOO, WISCONSIN

NOV 21 2011

SAUK COUNTY CLERK
BARABOO, WISCONSIN

Scott Walker
Governor

Gary H. Hamblin
Secretary



Office of Detention Facilities
3099 E. Washington Ave.
PO Box 7925
Madison, WI 53707-7925
Telephone (608) 240-5050
Fax (608) 240-3305

State of Wisconsin
Department of Corrections

December 11, 2011

RECEIVED

DEC 14 2011

SAUK COUNTY BOARD CHAIR
BARABOO, WISCONSIN

Sheriff Chip Meister
Sauk County Sheriff's Department
1300 Lange Court
Baraboo, WI 53913

Re: 2011 Annual Jail Inspection

Dear Sheriff Meister:

Pursuant to Wisconsin Statute §301.37(3), an inspection of the Sauk County Jail was conducted on September 29th, 2011. The inspection compared the facility to the Department of Corrections Administrative Codes Chapters DOC 348 & 350, applicable State Statutes, and best correctional practices. The process included a review of records, dialogue with staff and inmates, and a walkthrough of the building to assess the safety, sanitation, adequacy, and fitness of the facility. This correspondence will summarize the findings of the inspection.

SUMMARY OF FACILITY

The Sauk County Jail was originally constructed in 2003 and consists of one podular-remote housing unit (B) and two Huber pods (E&F). The facility has a maximum rated capacity of 369 detainees (down from 463 due to the closing of A-Pod in December 2010) and is not approved to hold juvenile offenders. On the date of the inspection, there were 126 inmates at the jail and 7 offenders on electronic monitoring.

INMATE RESOURCES

The Sauk County Jail provides extensive programming services/opportunities to inmates. The following summarizes what is typically available (as this can change throughout the calendar year):

- **EDUCATION** – GED/HSED instruction is provided by the Madison Area Tech College on a weekly basis.
- **SUPPORT GROUPS** – AA meetings are conducted twice a week.

SUMMARY OF INITIATIVES

The following is a list of initiatives for CY12:

- Staff training (PREA, emergency evacuations, key control, scenario-based exercises, discontinue staff log books).
- Update jail and Huber rules.
- Update policies and procedures.
- Update employee health program.
- Physical improvements to the building (replace F-Pod carpet and repaint E-Pod).

STAFF TRAINING

In addition to out-of-facility training initiatives, Sauk County conducts extensive daily roll call training on jail policies. Multiple standard operating procedures are reviewed each month and staff are required to complete a post test. Additionally, practical exercises are conducted throughout the year.

SUMMARY OF INSPECTION

I met with Sauk County administrative, security, healthcare, and food service personnel to conduct the annual inspection. The process included a review of records, dialogue with staff and inmates, and a walkthrough of the building to assess the safety, sanitation, adequacy, and fitness of the facility. The attached checklist details my findings as they relate to the Department of Corrections Administrative Code Chapter DOC 350 and applicable State Statutes.

In summary, the overall appearance of the facility was in good condition. There were no apparent signs of graffiti or property defacing. After a walkthrough of the housing units, it was apparent staff and inmates are held accountable for the cleanliness of the facility. A spot check of cell and housing unit mechanical devices revealed no deficiencies (this included the testing of door alarms in Huber).

Even with the closing of A-Pod and commensurate operational changes, inmate feedback regarding conditions of confinement and staff supervision was positive. Consistent with previous inspections, my observations during the walkthrough revealed cordial and professional interactions between staff and inmates. Jail administration and staff are to be commended for the positive climate.

VIOLATIONS

There were no violations documented in the CY10 inspection. I am pleased to report no violations were noted during this inspection period as well. Jail administration and staff are to be commended for the positive findings.

RESOLUTION NO. 117-11

AUTHORIZE THE AGING & DISABILITY RESOURCE CENTER TO CONTRACT FOR THE PROVISION OF LUNCHESES FOR THE 2012 NUTRITION PROGRAM

WHEREAS, the purpose of the Nutrition Program is to provide nutrition services that assist older adults and/or adults with disabilities in Sauk County to live independently, by promoting better health through improved nutrition and reduced isolation through programs coordinated with nutrition-related supportive services; and,

WHEREAS, the current catering contract, by and between the Aging & Disability Resource Center and Feil's Catering, expires December 31, 2011; and,

WHEREAS, a Request for Proposal was drafted and issued for information gathering, analysis, and evaluation of potential caterers for the successful continuation of the Aging & Disability Resource Center Nutrition Program in 2012 and two Proposals were received; one Proposal from Feil's Catering, serving all six dining center communities, for \$4.50 per lunch plus actual dining center manager training and mileage costs and supplies with a 10% mark-up, and one Proposal from Mazo Deli and Catering, serving the Sauk-Prairie and Spring Green dining center communities, for \$5.40 per lunch, and,

WHEREAS, after due consideration of the Proposals, the Aging & Disability Resource Center Committee believes it is in the best interest of Sauk County, and hereby recommends, to accept the Proposal of Feil's Catering as the caterer for the 2012 Aging & Disability Resource Center Nutrition Program, with an option to extend the contract for one year, or until December 31, 2013. The proposed one-year extension of the contract must be with the approval of the Aging & Disability Resource Center Committee; and,

WHEREAS, the proposed price per lunch is \$4.50 for the 2012 contract year; and,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Aging & Disability Resource Center Director, Trish Vandre, be and hereby is authorized and directed to enter into a contract with Feil's Catering for the 2012 Nutrition Program, with an option to extend the contract by one year, with the approval of the Aging & Disability Resource Center Committee.

For consideration by the Sauk County Board of Supervisors on Tuesday, December 20, 2011.

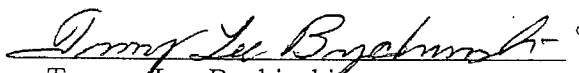
**AUTHORIZE THE AGING & DISABILITY RESOURCE CENTER TO CONTRACT
FOR THE PROVISION OF LUNCHES FOR THE 2012 NUTRITION PROGRAM**

Respectfully submitted,

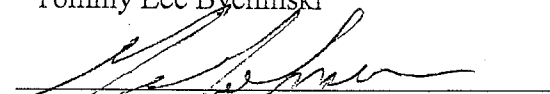
AGING & DISABILITY RESOURCE CENTER COMMITTEE



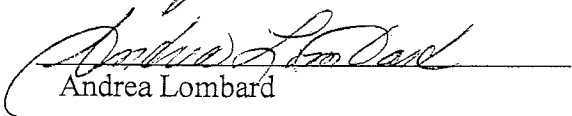
Arthur Carlson, Chairperson



Tommy Lee Bychinski



George Johnson



Andrea Lombard

Peter Murray

Fiscal Note: The expenses associated with providing approximately 66,000 lunches are included in the approved 2012 Nutrition Program purchased services budget of \$300,000.00.



MIS Note: No impact.

RESOLUTION NO. 118 - 11

APPROVING AMENDED TOWER LEASE AGREEMENT WITH WISCONSIN
POWER AND LIGHT COMPANY

WHEREAS, Wisconsin Power and Light Company has leased space on our Happy hill tower for many years; and,

WHEREAS, Wisconsin Power and Light Company would like to add equipment at this site; and,

WHEREAS, the attached amended lease was developed between Sauk County and Wisconsin Power and Light Company; and,

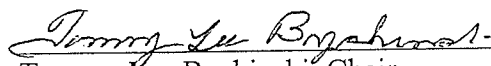
WHEREAS, the Communications Infrastructure Committee has reviewed and accepted the agreement and feels it is in the best interest to approve this agreement.

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

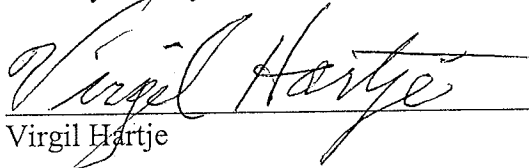
For consideration by the Sauk County Board of Supervisors on December 20th, 2011.

Submitted by:

SAUK COUNTY COMMUNICATIONS INFRASTRUCTURE


Tommy Lee Bychinski, Chair


Robert Sinklair


Virgil Hartje

Fiscal Note: The initial term of the lease is for five (5) years and assuming nothing would change within that five year period County will receive revenues totaling \$83,144.28.

Information System Note: No information Systems impact.

COMMUNICATIONS TOWER SPACE LEASE AGREEMENT

THIS COMMUNICATIONS TOWER SPACE LEASE AGREEMENT ("Agreement") is dated as of _____, 2011, by and between Sauk County, a political subdivision of the State of Wisconsin, ("County") and Wisconsin Power and Light Company, a Wisconsin corporation ("Lessee" or "WPL").

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

1. Tower Site.

County owns a three hundred (300) foot Communications Tower along with two communications buildings and associated facilities located at E8999 Weinke Road, in the Township of Freedom, County of Sauk, State of Wisconsin ("Tower Site"). See Attachment "Tower Site Information".

2. Communications Tower Space Lease Agreement.

This Agreement consists of ___ pages and Attachment A, Attachment B, Attachment C, and Attachment D. The Agreement and Attachments A through D constitute the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

3. Effective Date.

This Agreement shall be effective on November 1, 2011 ("Effective Date"). Beginning on the Effective Date and continuing until the end of the term as defined in Paragraph 4 below, Lessee shall be permitted entry to the tower site(s) for the purpose of placing and servicing the equipment as noted on Attachment B "Sauk County Tower Co-location Application".

4. Term.

The term of Lessee's tenancy hereunder shall commence upon the Effective Date, as defined in Section 3 above and shall continue in effect for a five (5) year Term unless otherwise terminated as provided herein. Lessee shall have the right to extend the term for four (4) successive five (5) year periods on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each five (5) year period unless either party of this Agreement provides written notification to other of its intention not to renew no later than one hundred and twenty (120) days prior to commencement of the succeeding term.

5. Use.

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

6. Facilities; Utilities; Access.

As part of this Agreement County will lease space within its 8 ft. by 16 ft. communications shelter to Lessee; the amount of space is defined in Attachment D to this Agreement.

- (a) All construction and installation work performed at the Tower Site shall be coordinated with the County contact(s) noted within this Agreement, no work shall commence at the site until the County contact(s) have completed a walk through with the Lessee.
- (b) Lessee shall have the right to remove all equipment and facilities installed by it at its sole expense on or before the expiration or earlier termination of this Agreement in accordance to the terms specified within this Agreement. Lessee shall be responsible to repair any damage to the Tower Site caused by Lessee, such damages to be determined by the County in its reasonable discretion. Should the Lessee fail to properly repair any damages caused by Lessee the County shall be entitled to make repairs to such damage and Lessee shall be responsible for payment of the reasonable cost of such repairs plus 5%. Upon termination of this Agreement, the Lessee shall remove all its equipment and facilities from the Tower Site within 60 days of the date of termination.
- (c) Lessee, Lessee's employees, agents and contractors shall have reasonable access to the Tower site without notice to County twenty-four (24) hours a day, seven (7) days a week, at no charge. County grants to Lessee, and Lessee's agents, employees and contractors, a non-exclusive right of pedestrian and vehicular ingress and egress to the Tower Site. The County grants to Lessee, and Lessee's agents, employees and contractors, a non-exclusive right to that portion of the County owned communications building where the Lessee's communications system will be placed.
- (d) County shall maintain all access roadways from the nearest public roadway to the Tower Site in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. County shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways
- (e) County shall be responsible for any repairs and/or maintenance the Tower Site may require unless the need for such repairs and/or maintenance is due to Lessee's use of the Tower Site. County further agrees that, in accordance with Paragraph 21 below, it shall be responsible for all marking and lighting requirements of the Federal Aviation Administration and the Federal Communications Commission.
- (f) In the event the Lessee desires to modify its equipment located on the Tower and/or in the County facilities in the future, Lessee must first obtain the prior written approval of the County after the completion of all necessary engineering.

Such approval shall not be unreasonably withheld, conditioned or delayed and all costs associated with such changes shall be at the expense of the Lessee. Lessee shall complete a Sauk County Tower Co-location Application form (Attachment B) with all desired modifications noted. Additionally, this Agreement will be reviewed at the time of any such changes, and costs associated with this Agreement will be adjusted appropriately in accordance with Attachment C.

- (g) County shall provide Lessee with two (2) 240 volt outlets, at 20 amps, off County's electrical meter, with the cost of the electrical service being included as part of Lessee's rent.

7. Rent.

For the Term of this Agreement the County shall receive from the Lessee the payment in the amount defined within Attachment D and in accordance to the payment schedule contained therein.

8. Interference.

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

9. Taxes.

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

10. Waiver of Lessee's Lien Rights.

Lessee waives any lien rights it may have concerning the County facilities, all of which are deemed County's personal property and not fixtures, and County has the right to remove the same at any time without Lessee's consent.

11. Termination.

(a) This Agreement may be terminated without further liability (except the obligations in Paragraphs 15 and 19 which survive the termination of the lease) as follows:

(i) By either party upon a breach of any covenant or term hereof by the other party, which breach is not cured within sixty (60) days of receipt of written notice of breach, except that this Agreement shall not be terminated if the breach cannot reasonably be cured within such sixty (60) day period and the breaching party has commenced to cure the breach within such sixty (60) day period and diligently pursues the cure to completion; or by County if County is unable to occupy and utilize the Tower Site due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or

(ii) By County if any environmental report for the Tower Site reveals the presence of any Hazardous Material after the Term Commencement Date; or

(iii) If at some point in the future, it becomes unnecessary or undesirable for the County to continue to operate and maintain the Tower Site, the County shall provide one hundred and twenty (120) day notice of its intent to discontinue maintenance and operation of the Tower Site and terminate this agreement for convenience and without any liability for damages to the Lessee. Upon such notice, the Lessee shall remove its equipment from the tower within the one hundred and twenty (120) day period.

(b) Default.

If rent is not received by the County within sixty (60) days of the date that it is due (as described in Attachment D and Paragraph 7), the Lessee shall be considered to be in default of this Agreement. The County shall provide the Lessee with a Notice of Default. Once a Notice of Default has been received, the Lessee shall have ten (10) days to cure the default in full as stated in the Notice. If the default is not cured, the County shall have the right to remove the Lessee's equipment and/or immediately terminate this Agreement. The County shall provide notice of the termination of this Agreement and removal of the equipment. Lessee shall be responsible for interest on payments not made as well as costs and attorney's fees required to enforce the provisions of this section.

12. Destruction or Condemnation.

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

13. Insurance.

Both Lessor and Tenant shall provide worker's compensation to the extent of statutory limits. Both parties shall provide commercial general liability insurance with minimum limits of \$1,000,000 per occurrence. Both parties shall have the right to self insure to the limits required. Certificates of insurance or evidence of self insurance shall be provided to the other party upon request.

14. Waiver of Subrogation.

Lessee and County release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the property or the Tower Site or to the County facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessee and County shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessee nor County shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 13.

15. Liability and Indemnity.

Lessee and County shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the Tower Site. The duties described in this Paragraph 15 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

16. Assignment and Subletting.

Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Tower Site without the prior written consent of the County; such consent shall not be unreasonably withheld. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Lessee's obligations herein. County may assign this Agreement, which assignment shall be evidenced by written notice to Lessee within a reasonable period of time thereafter, provided that the assignee

assumes all of Lessee's obligations herein, including but not limited to, those set forth in Paragraph 10 ("Waiver of Lessee's Lien") above. Lessee may not sublet any portion of the interest or Tower Site leased in this Agreement. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

17. Warranty of Title and Quiet Enjoyment.

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

18. Repairs.

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

19. Hazardous Material.

(a) As of the Effective Date of this Agreement: (1) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Tower Site in violation of any Environmental Law (as defined below), and (2) Lessor hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Tower Site in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Lessor, and Lessor has no knowledge that notice has been given to any predecessor owner or operator of the Tower Site by any governmental entity or any person or entity claiming any violation of, or requiring compliance with, any Environmental Law for any environmental damage in, on, under, upon or affecting the Tower Site; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Tower Site in violation of any Environmental Law.

(b) Without limitation of Paragraph 15, Lessee and County shall each indemnify, defend and hold the other harmless from and against all Losses arising from (i) any breach of any representation or warranty made in this Paragraph 19 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the Tower Site by Lessee or Lessee's agents, employees or contractors, and in the case of County, from the ownership or control of, or operations in or about, the Tower Site by County or County's predecessors in interest, and their respective agents, employees, contractors, County, guests or other parties. The duties described in this Paragraph 19 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "*Hazardous Material*" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "*Environmental Law*" means any and all federal, state or local laws, rules, regulations, codes, ordinances, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

20. Miscellaneous.

(a) Both parties represent and warrant that their use of the Tower Site and their personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

<p>Sauk County:</p> <p>Sauk County 510 Broadway Baraboo, Wisconsin 53913 Attn: Timothy R. Stieve Phone: (608) 355-3200</p>	<p>Lessee:</p> <p>Wisconsin Power and Light Company 4902 North Biltmore Lane, Suite 1000 Madison, WI 53718-2148 Attn: Telecommunications Dept. Phone: (608) 458-3947</p>
--	--

Lessee or County may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

- (e) This Agreement shall be governed by the laws of the State of Wisconsin.
- (f) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- (g) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.
- (h) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- (i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

21. Marking and Lighting Requirements.

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

SIGNATURES ON FOLLOWING PAGE

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

SAUK COUNTY

WISCONSIN POWER & LIGH

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

(Tax ID #)

(Tax ID #)

ATTACHMENT A TOWER SITE INFORMATION

Address: E8999 Weinke Road, North Freedom, Wisconsin 53951

Directions: Take CTH W west from Highway 12 to Happy Hill Rd, turn south (Left) onto Happy Hill Road, stay on Happy Hill Road to Freedom Road, turn south (Left) onto Freedom Road to Weinke Road, turn west (right) onto Weinke Road and proceed to Fire Number E8999.

Property Legal Description: NW 1/4 of the NW 1/4 of Section 35, Township 11 North, Range 5 East, Town of Freedom, County of Sauk, Wisconsin.

Physical Description of Site: 300 foot guyed tower, generator, 8 foot by 16 foot concrete communications shelter and ___ foot by ___ foot communications shelter.

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

ATTACHMENT B

SAUK COUNTY TOWER CO-LOCATION APPLICATION FORM

Applicant: <u>Wisconsin Power and Light Company</u> RF Engineering Contact: <u>Rob Kreger</u> Contact Phone #: <u>608-458-3947</u>	County Tower Site: <u>Happy Hill</u> Latitude (NAD83): <u>43.3947°</u> Longitude (NAD83): <u>-89.8725°</u> Ground Elevation: <u>1460 ft. AMSL</u> Tower Height: <u>301.9 ft.</u> Tower Structure: _____		
Antenna Configuration <i>(NOTE: If site request is for omni configuration, complete only Sector 1)</i>			
	SECTOR 1	SECTOR 2	SECTOR 3
Desired Rad center (Feet AGL)	250 ft.	250 ft.	250 ft.
Antenna Quantity	1	1	1
Antenna Manufacturer	Amphenol Antel	Decibel Products	RFS Celwave
Antenna Model-Attach Antenna Pattern	BCD-8707	DB810KE-XT	tower mount amp
Weight (Per antenna)	20 lbs.	36 lbs.	65 lbs.
Antenna Height	7 ft.	14.48 ft.	24" x 24" x 9"
Antenna Gain (dB)	6.5 dBd	10 dBd	N/A
Antenna Azimuth	0	180°	N/A
Mechanical Tilt	0	0	N/A
Modulation Type:	PCS	iDEN-TDMA	N/A
Transmit Frequency:	940.125 MHz	855.2875 MHz	N/A
Receive Frequency:	901.125 MHz	810.2875 MHz	N/A
Number of Coax runs for Sector	1	1	1
Coax Diameter:	1-1/4 in.	1-1/4 in.	1/2 in.
Weight of coax per Run:	148 lbs.	148 lbs.	38 lbs.
Manufacturer of Coax:	Andrew	Andrew	Andrew
Total Number of channels:	1	1	N/A
Desired ERP (Watts per channel):	225	70	N/A
Antennas (Microwave) <i>NOTE: If Microwave dish is of grid type, please specify under diameter.</i>		Cellular Radio Equipment Manufacturer: _____ Model: _____	
Desired Radiation Center:	_____	Microwave Radio Equipment Manufacturer: _____ Model: _____	
(Feet AGL)	_____		
Antenna Quantity	_____	Shelter Space Information In building	
Antenna Manufacturer:	_____	Square Feet needed: <u>2.5' x 6' or 15 sq.ft.</u>	
Diameter:	_____	Concrete Slab size: _____	
Number of coax Runs:	_____	Power Requirements: _____	
Coaxial/Waveguide Diameter:	_____	Shelter manufacturer: _____	
Weight of Coax per Run:	_____	Shelter Dimensions: _____	
Manufacturer of Coax:	_____		
Transmit Frequency:	_____		
Receive Frequency:	_____		
Modulation Type:	_____		
Channel Band Width:	_____		

TOWER SPACE DARK FIBER OPTIC CABLE LEASE FEES

ITEM	TOWER FEES																			
	COST PER ITEM PER MONTH 2011	COST PER ITEM PER MONTH 2012	COST PER ITEM PER MONTH 2013	COST PER ITEM PER MONTH 2014	COST PER ITEM PER MONTH 2015	COST PER ITEM PER MONTH 2016	COST PER ITEM PER MONTH 2017	COST PER ITEM PER MONTH 2018	COST PER ITEM PER MONTH 2019	COST PER ITEM PER MONTH 2020	COST PER ITEM PER MONTH 2021	COST PER ITEM PER MONTH 2022	COST PER ITEM PER MONTH 2023	COST PER ITEM PER MONTH 2024	COST PER ITEM PER MONTH 2025	COST PER ITEM PER MONTH 2026	COST PER ITEM PER MONTH 2027	COST PER ITEM PER MONTH 2028		
Feed line, feed line < 1 inch in diameter (per foot) *	\$1.30	\$1.34	\$1.38	\$1.43	\$1.47	\$1.51	\$1.56	\$1.60	\$1.65	\$1.70	\$1.75	\$1.81	\$1.86	\$1.92	\$1.97	\$2.03	\$2.09	\$2.16		
Feed line, feed line > 1 inch in diameter (per foot) but < 3 inch in diameter **	\$1.55	\$1.60	\$1.64	\$1.69	\$1.74	\$1.80	\$1.86	\$1.90	\$1.96	\$2.02	\$2.08	\$2.14	\$2.21	\$2.27	\$2.34	\$2.41	\$2.48	\$2.56		
Feed line, feed line > 3 inch in diameter	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD		
Surcharge/additional fees for additional Straight (Static) or Vadj Antennas, Panel Antennas or Dishes	\$119.40	\$122.86	\$126.88	\$130.48	\$134.39	\$138.42	\$142.57	\$146.85	\$151.26	\$155.80	\$160.47	\$165.28	\$170.24	\$175.35	\$180.61	\$186.03	\$191.61	\$197.36		
Surcharge for space at top of tower (per antenna)	\$3.48	\$3.58	\$3.69	\$3.80	\$3.92	\$4.03	\$4.16	\$4.28	\$4.41	\$4.54	\$4.68	\$4.82	\$4.96	\$5.11	\$5.26	\$5.42	\$5.58	\$5.75		
Peak Util in Stark County Facility **	\$2.39	\$2.46	\$2.53	\$2.61	\$2.69	\$2.77	\$2.85	\$2.94	\$3.02	\$3.11	\$3.21	\$3.30	\$3.40	\$3.51	\$3.61	\$3.72	\$3.83	\$3.95		
Planning separate Comm shelter (per square foot) ***	\$2,040.20	\$2,060.60	\$2,081.21	\$2,102.02	\$2,123.04	\$2,144.27	\$2,165.71	\$2,187.37	\$2,209.24	\$2,231.34	\$2,253.65	\$2,276.19	\$2,298.95	\$2,321.94	\$2,345.16	\$2,368.61	\$2,392.28	\$2,416.22		
Cellular or similar array with six (6) facilities with equal or less number of antennas with up to 200 square feet of ground space ****	\$2,550.29	\$2,575.75	\$2,601.51	\$2,627.53	\$2,653.89	\$2,680.24	\$2,707.14	\$2,734.21	\$2,761.56	\$2,789.17	\$2,817.08	\$2,845.23	\$2,873.59	\$2,902.42	\$2,931.45	\$2,960.76	\$2,990.37	\$3,020.27		
Cellular or similar array with nine (9) facilities with equal or less number of antennas with up to 200 square feet of ground space ****	\$3,060.36	\$3,090.90	\$3,121.81	\$3,153.03	\$3,184.56	\$3,216.41	\$3,248.57	\$3,281.06	\$3,313.87	\$3,347.01	\$3,380.48	\$3,414.28	\$3,448.42	\$3,482.81	\$3,517.74	\$3,552.91	\$3,588.44	\$3,624.33		
Cellular or similar array with twelve (12) facilities with equal or less number of antennas with up to 200 square feet of ground space ****	\$1,530.15	\$1,545.45	\$1,560.81	\$1,576.32	\$1,592.28	\$1,608.20	\$1,624.29	\$1,640.53	\$1,656.93	\$1,673.50	\$1,690.24	\$1,707.14	\$1,724.21	\$1,741.45	\$1,758.87	\$1,776.46	\$1,794.22	\$1,812.16		
Tower Analysis Fee - engineering studies will be completed on all request for locations, cost is a one time cost and will be billed at the cost to the County.	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD		

FIBER COSTS

Dark Fiber Optic Cable - single strand per month per mile cost	\$17.91	\$18.45	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38	\$22.02	\$22.68	\$23.37	\$24.07	\$24.79	\$25.53	\$26.30	\$27.08	\$27.90	\$28.74	\$29.60
FOR LONG TERM LEASE DISCOUNTS SEE PAGE 2																		
Dark Fiber Splitting - All splitting to County Fiber will be done by Stark County's Splitter, all costs associated to complete splitting will be billed back to the lessee. The cost to complete the splitting, engineer costs to coordinate, updated CAD drawings, etc.	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Lease Application Fee - One time fee for county to cover costs in completing the Restoration Fee - This is a fee assessed up front so that if or when the lessee elects to terminate their agreement, money is available to restore the fiber to a near original condition.	\$1,550.15	\$1,565.45	\$1,580.81	\$1,596.52	\$1,592.28	\$1,608.20	\$1,624.29	\$1,640.53	\$1,656.93	\$1,673.50	\$1,690.24	\$1,707.14	\$1,724.21	\$1,741.45	\$1,758.87	\$1,776.46	\$1,794.22	\$1,812.16
Lease Application Fee - One time fee for county to cover costs in completing the Restoration Fee - This is a fee assessed up front so that if or when the lessee elects to terminate their agreement, money is available to restore the fiber to a near original condition.	\$2,040.20	\$2,060.60	\$2,081.21	\$2,102.02	\$2,123.04	\$2,144.27	\$2,165.71	\$2,187.37	\$2,209.24	\$2,231.34	\$2,253.65	\$2,276.19	\$2,298.95	\$2,321.94	\$2,345.16	\$2,368.61	\$2,392.28	\$2,416.22

MISC FEES

Special Request/needs (Special electrical needs, etc.)																			
Payment to Stark County will be made monthly unless other arrangements are made or is noted differently above.																			
* - Typical lease monthly fee will be based on a single line, drop antenna, dish, panel, etc. and the feeding length attached to that single antenna for up to 5 or less antennas.																			
** - Based on availability, includes utilities. Cost is a per rack unit. Rack unit equals 19 inch wide by 1.75 inch tall.																			
*** - Maximum up to 500 square feet, lessee responsible for all construction cost.																			
**** - Long term fees for tower space and ground space are established for typical Cellular or similar configurations of 6, 9 or 12 facilities (feedlines up to 2" in diameter) using these sections at the same elevation. Fees are based on the number of feedlines with an equal or lesser amount of antennas. Not all towers are engineered the same thus each request will have to be evaluated on a tower by tower basis. No additional dish, panel, antennas, etc. above the specified number (6, 9 or 12) will be allowed within the designated height. Any configuration above 12 feedlines will require an engineering study and will be evaluated and priced on a case by case basis.																			
TBD - To be determined																			

ATTACHMENT D

ALLIANT LEASE FEE FOR HAPPY HILL TOWER

TOTAL MONTHLY FEE (2012)	1	\$1,305.05	\$15,660.60	\$15,660.60
TOTAL MONTHLY FEE (2013)	2	\$1,344.20	\$16,130.40	\$31,791.00
TOTAL MONTHLY FEE (2014)	3	\$1,384.53	\$16,614.36	\$48,405.36
TOTAL MONTHLY FEE (2015)	4	\$1,426.06	\$17,112.72	\$65,518.08
TOTAL MONTHLY FEE (2016)	5	\$1,468.85	\$17,626.20	\$83,144.28

RESOLUTION NO. 119 - 11

AUTHORIZING COUNTYWIDE REFERENDUM QUESTION TO BE PLACED ON
THE APRIL BALLOT

WHEREAS, collective bargaining and other workers' rights have helped make Wisconsin a great state to live and work, as well as to raise and educate our families; and,

WHEREAS, Wisconsin has a long history of valuing and protecting its workers, having passed the nation's first workers' compensation law in 1911 and the first unemployment compensation law in 1932; and,

WHEREAS, The American Federation of State, County and Municipal Employees (AFSCME) was founded in Madison in 1936. The rights of public sector bargaining originated in Wisconsin in 1959; and,

WHEREAS, Wisconsin citizens have long benefitted from the gains made by workers through collective bargaining, such as worker safety, sick leave, the eight-hour work day, the forty-hour work week, and the ability to live the American Dream. Collective bargaining rights have enabled working men and women to achieve a fair and equitable standard of living that, in turn, have enabled local businesses to prosper; and,

WHEREAS, the Sauk County Board of Supervisors stands behind all Sauk County citizens in their struggle for good jobs, fair pay and workplace safety.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby directs the County Clerk to place the following advisory referendum question on the countywide ballot at the election to be held on April 3, 2012:

Should all Wisconsin workers have the right to seek safe working conditions and fair pay through collective bargaining?

AND BE IT FURTHER RESOLVED that the following explanation shall accompany the referendum question as required by Wis. Stat. § 10.01:

This is an advisory referendum only. A yes vote indicates that you support all Wisconsin workers having the right to collectively bargain for safe working conditions and fair pay. A no vote indicates that you do not support all Wisconsin workers having the right to collectively bargain for safe working conditions and fair pay. Your vote on this question will not directly result in the passage of any legislation. The purpose of this question is to advise your representatives of the amount of support for and against the right of collective bargaining regarding safe working conditions and fair pay for all Wisconsin workers.

RESOLUTION NO. 119 -11

Page 2

Authorizing Countywide Referendum Question To Be Placed On The April Ballot

AND BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Scott Walker and the Wisconsin Counties Association.

For consideration by the Sauk County Board of Supervisors on December 20, 2011.

Respectfully submitted,

EXECUTIVE & LEGISLATIVE COMMITTEE

MARTY KRUEGER

JOAN FORDHAM

WILLIAM F. WENZEL

STEVEN BACH

SCOTT ALEXANDER

FISCAL NOTE: Approximately \$ 3,000 from the Election accounts in County Clerk budget.
(\$ 2,500 for publication costs as well as \$ 500 for programming costs on the memory cards for the election
equipment) *KL*

MIS NOTE: No MIS impact.

h:\coclerk\aprilballotres.doc

RESOLUTION 120 - 11
Approving Commitment and Assignment of Fund Balances

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54, which changes the terminology used for fund balance reporting on balance sheets of governmental funds effective with Sauk County's 2011 financial statements; and,

WHEREAS, fund balance will be reported in five new categories:

Category	Description
Nonspendable	Amounts cannot be spent because they are a) not in spendable form or b) legally or contractually required to be maintained intact.
Restricted	Amounts are restricted by external parties (i.e. creditors, grantors, contributors) or laws / regulations of other governments or restricted by law through constitutional provisions or enabling legislation, such as an ordinance.
Committed	Amounts that can only be used for a specific purpose pursuant to constraints imposed by formal action of the government's highest level of decision making authority. The formal action must occur prior to the end of the reporting period. The amount, which will be subject to the constraint, may be determined in the subsequent period.
Assigned	Amounts constrained by the government's intent to be used for specific purposes that are neither restricted nor committed.
Unassigned	A residual classification for the General Fund. The total fund balance less amounts categorized as nonspendable, restricted, committed and assigned equals unassigned fund balance.

WHEREAS, the Finance Committee has reviewed the new terminology and existing restrictions on funds; and,

WHEREAS, the Finance Committee recommends that the resources of the Landfill Remediation special revenue fund be committed for costs associated with the County's portion of any landfill activities.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the recommendations of the Finance Committee regarding committed funds as described above are hereby approved; and,

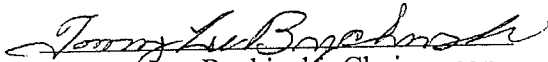
BE IT FURTHER RESOLVED, that commitments must be made by resolution of the County Board and assignments may be made by action of the County Board or Finance Committee; and,


BE IT FURTHER RESOLVED, that when an expenditure is incurred where multiple categories of funds are available, restricted resources will be used first, followed by committed, assigned, and finally unassigned.

Resolution 120 - 11
Approving Commitment and Assignment of Fund Balances


For consideration by the Sauk County Board of Supervisors on December 20, 2011.

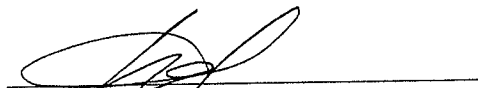
Respectfully submitted:
SAUK COUNTY FINANCE COMMITTEE


Tommy Lee Bychinski, Chairperson


Joan Fordham

Steven Bach


Jason Lane


William F. Wenzel

Fiscal Note: This resolution reclassifies existing fund balances to meet the new requirements of changes to terminology as described by Governmental Accounting Standards Board Statement 54.

KPB

MIS Note: No MIS impact.

**RESOLUTION REGARDING AMERICAN TRANSMISSION COMPANY'S APPLICATION
137CE160 INCLUDING A 345 kV TRANSMISSION LINE OPTION**

WHEREAS, American Transmission Company (ATC) has proposed a transmission line project including a 345kV high voltage transmission line from La Crosse to Madison (known as the Badger Coulee Transmission Line Project) which is currently in the Public Information Meeting Phase; and,

WHEREAS, the Badger Coulee 345kV ATC project includes possible route corridors which cut across farms, forests and valleys, scenic bluffs and wildlife/waterfowl habitats, water resources, cultural, economic and archeological districts within our county; and,

WHEREAS, the County recognizes the Federal Energy Regulatory Commission (FERC), Midwest Independent System Operator (MISO), and Wisconsin Public Service Commission (PSC) as having authority in determining the need and route of this transmission line; and,

WHEREAS, the County is charged with protecting and enhancing the County's public safety and assets, including the scenic beauty of the hills and valleys, which would be adversely affected by the high voltage power lines proposed for the Badger-Coulee ATC project; and,

WHEREAS, the County has adopted the Sauk County Comprehensive Plan and recognizes local governments' comprehensive plans, which through their vision and goals detail the desire of the County and its communities to protect our natural areas; and,

WHEREAS, the County has identified in Section 8.0 Agricultural, Natural, and Cultural Resources of the Comprehensive Plan, importance of the Baraboo Range in Sauk and Columbia counties which is nationally recognized for its outstanding geology and diverse ecological resource, including 28 different natural communities harboring 23 federal and state listed threatened or endangered species; and,

NOW, THEREFORE, BE IT RESOLVED, the County understands that a proposed route has not been chosen and may make further recommendations if a need for the line is determined by the above agencies, or when potential routes have been identified; and,

BE IT FURTHER RESOLVED, that the County will request the Federal Energy Regulatory Commission, the Midwest Independent System Operators, and the Public Service Commission of Wisconsin to re-evaluate the need for the Badger Coulee transmission line; and,

BE IT FURTHER RESOLVED, the County requests that every effort be made in developing or enhancing Sauk County's energy system which takes into account all of the following:

- a. Maximize cost-effective conservation, efficiency, and load management;
- b. Apply the appropriate size, scale, and voltage that minimizes the environmental impacts of electric transmission.
- c. Consider routes that would not hinder the natural resources and sensitive areas identified in the Sauk County Comprehensive Plan.
- d. Historically low growth rates, lower energy demand, and utilization of green energy technology when determining the need for the line.

BE IT FURTHER RESOLVED, that if the Badger Coulee Line is shown to be needed that it be built in the interstate corridor.

For consideration by the Sauk County Board of Supervisors on December 20, 2011.

Respectfully submitted,

SAUK COUNTY PLANNING, ZONING & LAND RECORDS COMMITTEE

Gerald Lehman, Chair

Judy Ashford

Joel Gaalswyk

Frederick J. Halfen

Don Nobs

SAUK COUNTY LAND CONSERVATION COMMITTEE

Lester Wiese, Chair

Linda Borleske

Tom Kriegl

Peter Murray

Joan Smoke

Fiscal Note: None
MIS Note: None

ORDINANCE NO. 122 - 11

APPROVING FEE SCHEDULE FOR NON-4D (NIVD) CASES
BY THE SAUK COUNTY CHILD SUPPORT AGENCY

WHEREAS, the Sauk County Child Support Agency (hereafter "CSA") provides federally funded child support enforcement services under a program known as IVD (pronounced 4-D), and IVD cases are worked by CSA staff to establish paternity, child support obligations and enforcement as a result of a referral to CSA by the Department of Human Services because the parties to the case are receiving public assistance or because the customer applied for CSA services; and,

WHEREAS, the CSA also provides services to NIVD (pronounced non-4-D) cases where there is not a request for CSA services and/or there is no public assistance being received by the parties in the case; and,

WHEREAS, although attorneys typically represent the parties in NIVD cases, the cases are entered into the KIDS system by CSA for tracking financial billing and payments, but CSA receives no Federal reimbursement for work conducted on these types of cases; and,

WHEREAS, it is estimated that work conducted on NIVD cases costs the CSA approximately \$5,000 per year, and if fees were charged for NIVD clients and certain services, it would offset this amount as well as provide clients an incentive to enroll in the IVD program; and,

WHEREAS, the movement of more NIVD cases to the IVD caseload is beneficial to CSA beyond the cost of payment for services because NIVD cases are statistically better paying cases and this would have a positive effect on agency performance goals, and further, the increase in the IVD caseload size would provide the CSA with a larger percentage of federal incentive funds; and,

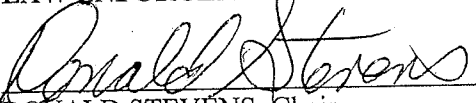
WHEREAS, counties may elect to charge a fee for NIVD services; and selective IVD services, specifically, providing payment histories, and your undersigned committee does believe it is in the best interest of Sauk County to adopt the fee schedule that is attached hereto.

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors, met in regular session, that Sauk Co. Code, § 30.07 be and hereby is created to read as provided on the attached addendum, and said fees to be effective on January 1, 2012.

For consideration on December 20, 2011.

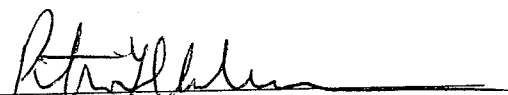
Respectfully submitted:


LAW ENFORCEMENT & JUDICIARY


DONALD STEVENS, Chair


FREDERICK J. HALREN

ROBERT SINKLAIR


PETER TOLLAKSEN


GEORGE JOHNSON

FISCAL NOTE: Charging these fees is estimated to result in income in the amount of \$1,000 per year.
MIS NOTE: No MIS impact.

KB

APPROVING FEE SCHEDULE FOR NON-4D (NIVD) CASES BY THE
SAUK COUNTY CHILD SUPPORT AGENCY

ADDENDUM

30.07 Child Support Agency Fees. (1) The Child Support Agency shall charge the following fees for the below described services.

(a) Account reconciliation with certification of arrears in NIVD cases: \$35 for each year requested.

(b) Printed payment history in all cases: \$35 for each request.

(c) Certified copy of payment history in NIVD cases: \$35 for each year certified.

(d) Sending income withholding order in NIVD cases: \$35.00 for each order sent.

(e) Credit account for direct payments in NIVD cases: \$35.00 for each request.

(2) These fees shall be effective on January 1, 2012.

ORDINANCE NO. 123-11

AMENDING CHAPTER 13, SAUK COUNTY PERSONNEL ORDINANCE
TO IMPLEMENT WISCONSIN ACT 10 CHANGES

WHEREAS, Wisconsin Act 10 was passed by the State Legislature and signed by the Governor implementing certain changes to county personnel practices including changes to employee retirement contributions and mandating changes to grievance procedures; and,

WHEREAS, Sauk County Code Chapter 13 currently has provisions pertaining to retirement and the grievance procedure that must be amended to comply with the changes adopted by Wisconsin Act 10, and the Personnel Director and Corporation Counsel prepared certain amendments in order to implement Act 10; and,

WHEREAS, Wisconsin Act 10 exempts certain sworn law enforcement officers from the mandatory employee required contributions to the Wisconsin Retirement System (WRS), but allows the County to implement possible plan design changes to health insurance; and,

WHEREAS, your undersigned committee has carefully reviewed and considered these changes, and does hereby recommend their adoption by the County Board.

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the amendments to Sauk County Code Chapter 13 contained in the attached addendum, are hereby approved, with the amendments to Sauk County Code § 13.14 and § 13.59 and corresponding chart in §13.60 be updated, to be effective upon passage and the amendments to Sauk County Code §13.53 to be effective on January 1, 2012.

For consideration by the Sauk County Board of Supervisors on December 20, 2011.

Respectfully submitted,

PERSONNEL COMMITTEE



TIM MEISTER, CHAIR



PETER TOLLAKSEN



ANDREA LOMBARD



HENRY NETZINGER



JASON LANE

FISCAL NOTE: The change to the health insurance contribution is estimated to save approximately \$120,000 annually. The change to the WRS contribution is estimated to save approximately \$1,200,000 annually. *KPB*

MIS NOTE: No MIS impact. *[Signature]*

RECEIVED

DEC - 1 2011

SAUK COUNTY CLERK
BARABOO, WISCONSIN

Deletions are indicated by:

~~Strikethrough~~

Additions and new language are indicated by:

Shadow

NON-REPRESENTED EMPLOYEE GRIEVANCE PROCEDURE

13.14 Grievances. ~~The Personnel Committee is directed to establish a grievance procedure pursuant to Sauk Co. Code § 13.04 that complies with Wis. Stat. § 66.0509. This procedure may be amended from time to time by the Personnel Committee utilizing the procedures contained in Sauk Co. Code § 13.04. All employees who have completed their introductory period may submit grievable issues to the grievance process.~~

- ~~(1) The time limits set forth in the following steps may be extended by mutual agreement in writing.~~
~~(2) Performance appraisals are not grievable under Section 13.15 but may be processed pursuant to Section 13.40.~~
~~(3) Time limits set forth shall be exclusive of Saturdays, Sundays and holidays.~~

~~**13.15 Grievance Progression.** (1) Step 1. The employee shall take the grievance up orally with the employee's immediate supervisor within five (5) days of knowledge of the occurrence of the event causing the grievance, which shall not be more than 14 days after the event. The supervisor shall attempt to make a mutually satisfactory adjustment, and shall be required to give an answer within five (5) days.~~
~~(2) Step 2. The grievance shall be considered settled at Step 1 unless, within five (5) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the department head. The department head shall respond to the grievance, in writing, within five (5) days.~~
~~(3) Step 3. The grievance shall be considered settled at Step 2 unless, within five (5) days from the date of the department head's written answer or last due date, the grievance is presented in writing to the Personnel Director. The Personnel Director shall then schedule a formal grievance hearing with the Personnel Committee at the earliest convenient time for the Committee. The Personnel Committee shall respond in writing within Ten (10) days of the conclusion of the hearing, or the grievance shall be considered denied. The decision of the Personnel Committee shall be final and binding.~~

BENEFITS

13.53 Health Insurance. (1) Eligible employees, as defined in Section 13.53(6), shall be entitled to health insurance through the County's group health plan(s). Family plans shall be provided for employees requiring such coverage. The County will pay ~~ninety-three percent (93%)~~ eighty-eight (88%) of the premium for ~~employee groups not participating in the Section 125 Plan and ninety percent (90%) for employees participating in the Section 125 Plan as provided in subsection (a) below.~~

- (a) The County may continue to offer coverage under a standard policy or offer dual choice options at its discretion. The County's financial responsibility shall be limited to ~~ninety percent (90%) or ninety-three percent (93%) of the~~ eighty-eight (88%) of the least expensive dual choice or standard policy option.
(b) Employees on a leave of absence may continue health insurance coverage at their own expense, except as otherwise provided.
(c) Persons who leave the County employ because of disability as defined in Federal Social Security regulations may continue health insurance coverage at their own expense for a period not to exceed 29 months from the last full week of employment or until eligibility under Medicare or Medicaid is established, whichever date comes first.
(d) Health insurance coverage shall begin on the first day of the month following one (1) full calendar month of employment.

(2) In the event that two (2) individuals in the same household are employed by Sauk County and who could, under the rules of health insurance plan(s), qualify for coverage under one (1) family health insurance plan, the two (2) employees will be entitled to their choice of one (1) family plan or two (2) single health plans. In the event that employee should terminate his/her employment with the County for whatever reason, the remaining employee shall be entitled to convert to the family plan without:

- (a) Loss of coverage.
- (b) Proof of insurability.
- (c) Medical underwriting.
- (d) Incurring inclusions for preexisting conditions for the employee and any member of the employee's family previously covered under a policy with Sauk County.

(3) It shall be the employee's responsibility to notify the Personnel Department of any change in family status for any medical insurance with Sauk County. This shall include, but not be limited to, changing from family to single coverage. Such notification shall take place within 30 days of the change in family status. Failure to notify the County shall result in the employee assuming responsibility for the additional cost until proper notice is given. It shall also be the employee's responsibility to notify the Personnel Department of any change in family status due to marriage, divorce, death or change in the number of dependent children for health insurance coverage.

(4) The County may, from time to time, change health insurance carriers or self fund coverage. In the event that the County is contemplating a change in coverage, the bargaining groups will be notified of the proposed change and given the opportunity for input ten (10) days prior to the decision of the County Board.

(5) All disputes relating to insurance coverage are deemed as disputes between the employee and the insurance carrier and are not subject to any grievance provisions.

(6) Coverage by Employment Status:

~~(a) Employees hired before December 31, 1997 and eligible for benefits shall be eligible for benefits pursuant to paragraph one (1) of this article.~~

~~(b) Employees hired on or after January 1, 1998 shall be placed within one (1) of the following categories for health insurance benefits. Employees hired shall receive benefits according to the provisions of the categories their position has been assigned. The categories are assigned to positions by the County based upon the number of hours a position is normally expected to work in a two (2) week pay period illustrated by Figure 13-1.~~

HEALTH INSURANCE CATEGORIES		
CATEGORY	HOURS NORMALLY WORKED IN A PAY PERIOD	PERCENTAGE OF PREMIUM PAID BY THE COUNTY ON BASE PLAN *
CATEGORY 1	70 OR MORE HOURS	90 88 %
CATEGORY 2	AT LEAST 60 HOURS BUT LESS THAN 70 HOURS	67.5%
CATEGORY 3	AT LEAST 38.75 HOURS BUT LESS THAN 60 HOURS	45%
CATEGORY 4	LESS THAN 38.75 HOURS	NOT ELIGIBLE TO PARTICIPATE IN COUNTY PROVIDED HEALTH PLAN

Figure 13-1* BASE PLAN. The Health Insurance Plan that is the least expensive of any dual choice offered.

13.59 Retirement. (1) ~~The County shall pay the employee's contribution to the Wisconsin Retirement Fund~~ participates in the Wisconsin Retirement System (WRS) and shall make contributions to the ~~Employee Trust Fund~~ as required by state statutes and administrative code.

(2) A regular employee may receive retirement benefits subject to ~~Wisconsin Retirement (WRS)~~ rules.

RESOLUTION NO. 124-2011

APPROVING PROGRAM AND AGREEMENT WITH THE STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION TO UTILIZE FUNDS FOR VARIOUS
IDENTIFIED AND APPROVED CONSERVATION PROGRAMS OUTSIDE THE
BARABOO RANGE NATIONAL NATURAL LANDMARK (BRNNL)
IN CONNECTION WITH U.S. HIGHWAY 12 IMPROVEMENTS

DRAFT

WHEREAS the State of Wisconsin Department of Transportation (WISDOT) and Sauk County are parties to the "Memorandum of Agreement Concerning U.S. Highway 12 Between Middleton and Lake Delton, Wisconsin" (MOA), fully executed by WISDOT, Sauk County, the Governor of Wisconsin, the Federal Highway Administration, the National Park Service (NPS), the U.S. Fish and Wildlife Service (USFWS), the U.S. Environmental Protection Agency (EPA), the Wisconsin Department of Natural Resources (WISDNR), Dane County and The Nature Conservancy (TNC); and,

WHEREAS this MOA is binding on the parties, was incorporated as an official part of the formal, federal Record of Decision that culminated the National Environmental Policy Act process by establishing the conditions under which all the parties agreed to forgo exercising their legal rights, or otherwise challenge the Final Environmental Impact Statement, so that the selected alternative, four-lane U.S. Highway 12 project could proceed, part of which was recently opened between Baraboo and Lake Delton; and,

WHEREAS one of the binding conditions provides for a \$250,000 fund administered by WISDOT to fund among other things the purchase of lands or scenic/conservation/agricultural easements from willing sellers in Sauk County outside of the BRNNL, with Sauk County having appropriated \$199,732 to augment these funds; and,

WHEREAS Sauk County created the "Sauk County Highway 12 Growth Management Plan" that includes, among other things, priorities for protecting the Highway 12 corridor through the following; protecting sensitive natural resources; the acquisition of land to provide for accessible recreational space; providing appropriate regional trail connections; and, providing land protection priorities, easement document requirements, easement monitoring and enforcement mechanisms, reimbursement and account procedures, and program implementation; and,

WHEREAS, the Sauk County Highway 12 Growth Management Plan is intended to mitigate the impact caused by the expansion of USH 12 regarding lands that contain significant natural features, natural resources of regional or national significance, lands identified for conservation/recreation in land use plans, and lands contiguous to larger forested blocks, or affording opportunities for forest restoration; and,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the program to utilize funds from the Wisconsin Department of Transportation and Sauk County funds identified above for conservation projects to include acquisition of land to provide for accessible recreational space, appropriate regional trail connections, conservation and scenic easements to protect significant natural features, natural resources of regional or national significance, lands identified for conservation/recreation in land use plans, lands contiguous to larger forested blocks, or affording opportunities for forest restoration outside of the BRNNL is hereby approved; and,

BE IT FURTHER RESOLVED, that the attached draft agreement between Sauk County and WISDOT is approved with the understanding that the final agreement is subject to revisions by the WISDOT, and therefore, the Director of Conservation, Planning & Zoning and Corporation Counsel are authorized to negotiate changes with WISDOT, and the Planning, Zoning & Land Records Committee is authorized to approve the final agreement to be signed by the County Board Chairman and the County Clerk; and,

BE IT FURTHER RESOLVED, that the committee designated as the County Planning Agency pursuant to Wis. Stat. § 59.69 shall approve each purchase, and that a resolution authorizing such purchases shall be presented for approval to the Board of Supervisors.

For consideration by the Sauk County Board of Supervisors on December 20, 2011.

Respectfully submitted,

PLANNING, ZONING & LAND RECORDS COMMITTEE

GERALD LEHMAN, CHAIR

FREDERICK HALFEN

JUDY ASHFORD

DON NOBS

JOEL GAALSWYK

Fiscal Note: The 2012 Conservation, Planning & Zoning budget includes \$250,000 of anticipated WISDOT funding and re-appropriation of \$199,732 of Sauk County General Fund balance. (General Fund balance of \$200,000 was originally appropriated in 2000 budget. These funds have been considered for various acquisitions through the years, but essentially, no funds have been used for these purposes. The resolution defines a current use for these funds. *KPB*

MIS Note: No Impact

IMPLEMENTATION AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
AND
SAUK COUNTY
FOR THE MEMORANDUM OF AGREEMENT CONCERNING
U.S. HIGHWAY 12
BETWEEN MIDDLETON AND LAKE DELTON, WISCONSIN,
FOR THE
SAUK COUNTY FUND

WHEREAS the State of Wisconsin Department of Transportation (WISDOT) and Sauk County are parties to the "Memorandum of Agreement Concerning U.S. Highway 12 Between Middleton and Lake Delton, Wisconsin" (MOA), fully executed by WISDOT, Sauk County, the Governor of Wisconsin, the Federal Highway Administration, the National Park Service (NPS), the U.S. Fish and Wildlife Service (USFWS), the U.S. Environmental Protection Agency (EPA), the Wisconsin Department of Natural Resources (WISDNR), Dane County and The Nature Conservancy (TNC) on **March 29, 1999**; and,

WHEREAS this MOA is binding on the parties as stated in paragraph IV. thereof and was incorporated as an official part of the formal, federal Record of Decision that culminated the National Environmental Policy Act process by establishing the conditions under which all the parties agreed to forgo exercising their legal rights, or otherwise challenge the Final Environmental Impact Statement, so that the selected alternative, four-lane U.S. Highway 12 project may now proceed; and,

WHEREAS one of these binding conditions is contained in paragraph VI B 2 Of the MOA, entitled "Funding of Acquisition/Easement/PDR Program in Sauk County (The Sauk County Fund)," attached hereto as Attachment A; and,

WHEREAS this binding condition required WISDOT to provide up to \$250,000 over a five year period in state/federal transportation monies to be used to establish and fund a program to purchase lands, scenic/conservation/agricultural easements and/or development rights from willing sellers in Sauk County outside of the BRNNL; and,

WHEREAS this segregated account will be established and maintained to provide \$250,000 to "fund a program to purchase lands, scenic/conservation/agricultural easements and/or development rights from willing sellers in Sauk County outside of the BRNNL;" and,

WHEREAS the account funds will remain available for land protection until they are fully expended, and this implementation agreement is intended to provide, among other things, procedures for making disbursements from the WISDOT Fund ; and

WHEREAS Sauk County created the "Sauk County Highway 12 Growth Management Plan" dated October 21, 2003 which, among other things, includes criteria for: protecting sensitive natural resources, acquire land to provide for accessible recreational space, provide appropriate regional trail connections, provide land protection priorities, easement document requirements, easement monitoring and enforcement mechanisms, reimbursement and account procedures and program implementation to mitigate the impact caused by the expansion of USH 12, including, but not limited to, lands containing significant natural features, such as identified by the Natural Heritage inventory or other plan identifying natural resources of regional or national significance; identified for conservation/recreation in land use

plans; contiguous to larger forested blocks; maximizing the protection of other larger forested blocks; or affording opportunities for forest restoration; and

WHEREAS the Sauk County Plan provides that Sauk County, town governments within the identified area, federal agencies, state agencies and non-profit conservation organizations are all eligible to participate in implementation of the Sauk County Plan and these entities shall hereinafter be referred to as "eligible participants;" and,

WHEREAS Sauk County and eligible participants may apply for reimbursement from the WISDOT Fund of costs associated with the purchase of land to protect sensitive natural resources, provide accessible recreational space, provide appropriate regional trail connections and acquire conservation easements, provided that those purchases are designed to assure that the properties will be protected forever, substantially undisturbed in their natural forested state as habitat of the animal and plant species that require large, unfragmented blocks of forest for their continued existence; and

WHEREAS uses or activities of the protected properties inconsistent with these goals shall be prohibited in the easement or other binding documents; and

WHEREAS to assist in the enforcement of the easements, a non-profit land conservation organization may be a co-holder of the easement under § 700.40 Stats; and

WHEREAS Sauk County may use the WISDOT Fund described above to purchase or reimburse eligible participants for land protection costs incurred to implement the Sauk County Plan pursuant to the terms of the approved § 66.0301 Stats., Implementation Agreement; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, Sauk County and WISDOT agree to the following Implementation Agreement:

WISDOT/SAUK COUNTY FUND.

1. WISDOT agrees to provide up to \$250,000 over a five year period in state/federal transportation monies to be used to establish and fund a program to purchase lands, scenic/conservation/agricultural easements and/or development rights from willing sellers in Sauk County outside of the BRNNL. WISDOT will establish and have final authority to make all disbursements from the WISDOT Fund. Disbursements from the WISDOT Fund shall be made by WISDOT only to Sauk County. WISDOT shall make a direct annual grant from the WISDOT Fund to Sauk County to cover Sauk County's reasonable, estimated annual costs for the upcoming year associated with carrying out its responsibilities under this Implementation Agreement, including without limitation by enumeration, reasonable Sauk County direct and overhead costs related to preparation, adoption and administration of the Sauk County Plan, related zoning and land use planning and control, purchase of property or easements in support of the Sauk County Plan, and review of requests for reimbursement from other eligible participants. Sauk County has appropriated \$199,732 to match the WISDOT Fund and will be used to match each WISDOT dollar on a 55.6 % WISDOT 44.4 % Sauk County match.

2. Sauk County shall identify the project for which they are seeking funding and shall submit written certification to WISDOT that the project meets the criteria contained in the MOA, this agreement and the Sauk County Plan. WISDOT shall make prompt payment to Sauk County upon receipt of requests for payment from the WISDOT Fund approved by Sauk County. Reimbursement shall be for protecting sensitive natural resources, acquire land to provide for

accessible recreational space, provide appropriate regional trail connections, and acquire conservation easements. Reimbursement for costs associated with the purchase of land, easements, or conservation easements will not be allowed unless certified copies of recorded real estate documents are attached to the reimbursement request that assure that the properties will be protected forever, for the uses specified and consistent with the Sauk County Plan and prohibit all uses or activities of the protected properties inconsistent with the goals of the WISDOT Fund. Sauk County may also seek reimbursement for its actual costs for property acquisition, if any, in the same manner as other eligible participants. Sauk County shall require all eligible participants as a condition of reimbursement to obtain certification from the Wisconsin Department of Natural Resources, or other entity that may be identified as administering the WISDNR Fund, that they have coordinated the specific expenditure for which reimbursement is sought, without duplication, with those undertaken and to be reimbursed from the Sauk County Fund that requires a dollar-for-dollar federal/local/private non-transportation funds match. WISDOT will keep records consistent with normal federal, state and local requirements to justify each reimbursement payment. All decisions of WISDOT and Sauk County with respect to WISDOT Fund establishment and procedures are final.

3. The Sauk County Highway 12 Corridor Growth Management Plan, adopted October 12, 2003, shall govern the acquisition of interests in real estate to protect sensitive natural resources, acquire land to provide for accessible recreational space, provide appropriate regional trail connections, and acquire conservation or scenic easements to advance the priorities identified in the Sauk County Plan in the identified area outside the BRNNL. No interests in real estate shall be acquired within the BRNNL. The following projects have been identified by the Sauk County Department of Planning & Zoning as having priority for the use of these funds:

a. Secure an easement that will provide access, to the now land-locked county owned property (approximately 80 acres) in the Town of Dellona. Securing access to this property will allow Sauk County to further research recreational and conservation options for the 80 acre property in the unique geological area known locally as "the badlands."

b. Procure stream-bank corridor easements to protect and enhance these environmentally sensitive areas. Effort will be focused on, but not limited to, Rowley Creek, Otter Creek, Baraboo River, Camels Creek, Seeley Creek, Boulder Creek, Skillet Creek and Pine Creek.

c. Research options for and purchase conservation easements to connect trail corridors, such as, the Great Sauk Trail with the Ice Age Trail and the 400 State Trail. This would be a combined effort to include other agencies such as the Ice Age Trail Foundation, the National Park Service, The Nature Conservancy, the Department of Natural Resources, and other local governments.

d. WISDOT and Sauk County may establish uniform criteria, conditions and procedures for naming WISDOT as an additional grantee when property interests are in the proximity of present or future transportation projects.

4. All real estate documents for implementing the Sauk County Plan shall comply with standards and models provided by counsel for Sauk County and WISDOT. The Sauk County Plan shall require an annual review, summary and report of list of accomplishments for the prior year, and measurable goals for the following year. All decisions of Sauk County with respect to compliance with the Sauk County Plan and eligibility for reimbursement are final, provided that

any Sauk County request for a grant to Sauk County or direct reimbursement for Sauk County expenditures is subject to WISDOT approval.

IN WITNESS WHEREOF, the parties hereto, have caused this Implementation Agreement to be executed as of the last date written below:

Mark Gottlieb
Secretary, Wisconsin Department of Transportation

Date: _____

Marty Krueger
Chairperson, Board of Supervisors

Date: _____

Rebecca DeMars
County Clerk

Date: _____

s:\ccounsel\63\63hwy12agreement11.doc.doc

APPROVING AN AMENDMENT TO THE TOWN OF MERRIMAC ZONING ORDINANCE AND ZONING DISTRICT MAP FOR A REZONE FROM AN AGRICULTURAL TO A SINGLE FAMILY RESIDENTIAL DISTRICT AS FILED BY THE TOWN OF MERRIMAC.

WHEREAS, the Town of Merrimac has been granted the authority to exercise village powers under Wis Stat. § 60.12(2)(c); and

WHEREAS, a public hearing was held by the Town Board of the Town of Merrimac in accordance with Wis Stat. § 60.61(4)(c) on October 5, 2011, for an amendment to the Town of Merrimac Zoning Ordinance for a rezone from an agricultural to a single family residential district; and

WHEREAS, the Merrimac Town Board, on October 5, 2011 voted to approve the ordinance amendment; and

WHEREAS, Wis Stat. § 60.62(3) states that no zoning ordinance or amendment to a zoning ordinance may be adopted unless approved by the county board; and

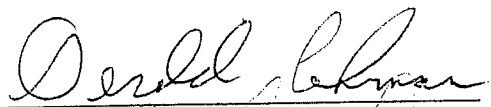
WHEREAS, the Sauk County Board of Supervisors approved the Town of Merrimac Zoning Ordinance on January 13, 1993 and all amendments thereafter; and

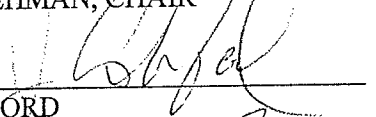
WHEREAS, your Committee, based upon the facts of the request, does recommend that the amendment to the Town of Merrimac Zoning Ordinance, as referenced in Appendix A, be Granted.

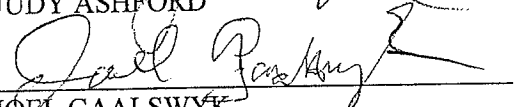
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the amendments to the Town of Merrimac Zoning Ordinance as referenced in Appendix A, under the Town of Merrimac Zoning Ordinance, be Approved.

For consideration by the Sauk County Board of Supervisors on December 20, 2011.

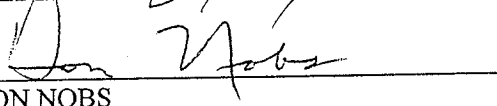
Respectfully submitted,
PLANNING, ZONING & LAND RECORDS COMMITTEE


GERALD LEHMAN, CHAIR


JUDY ASHFORD


JOEL GAALSWYK

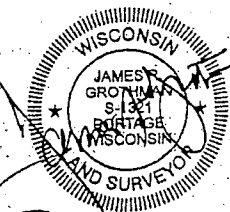

FREDERICK HALFEN


DON NOBS

Fiscal note: no impact *YLB*

As prepared by:

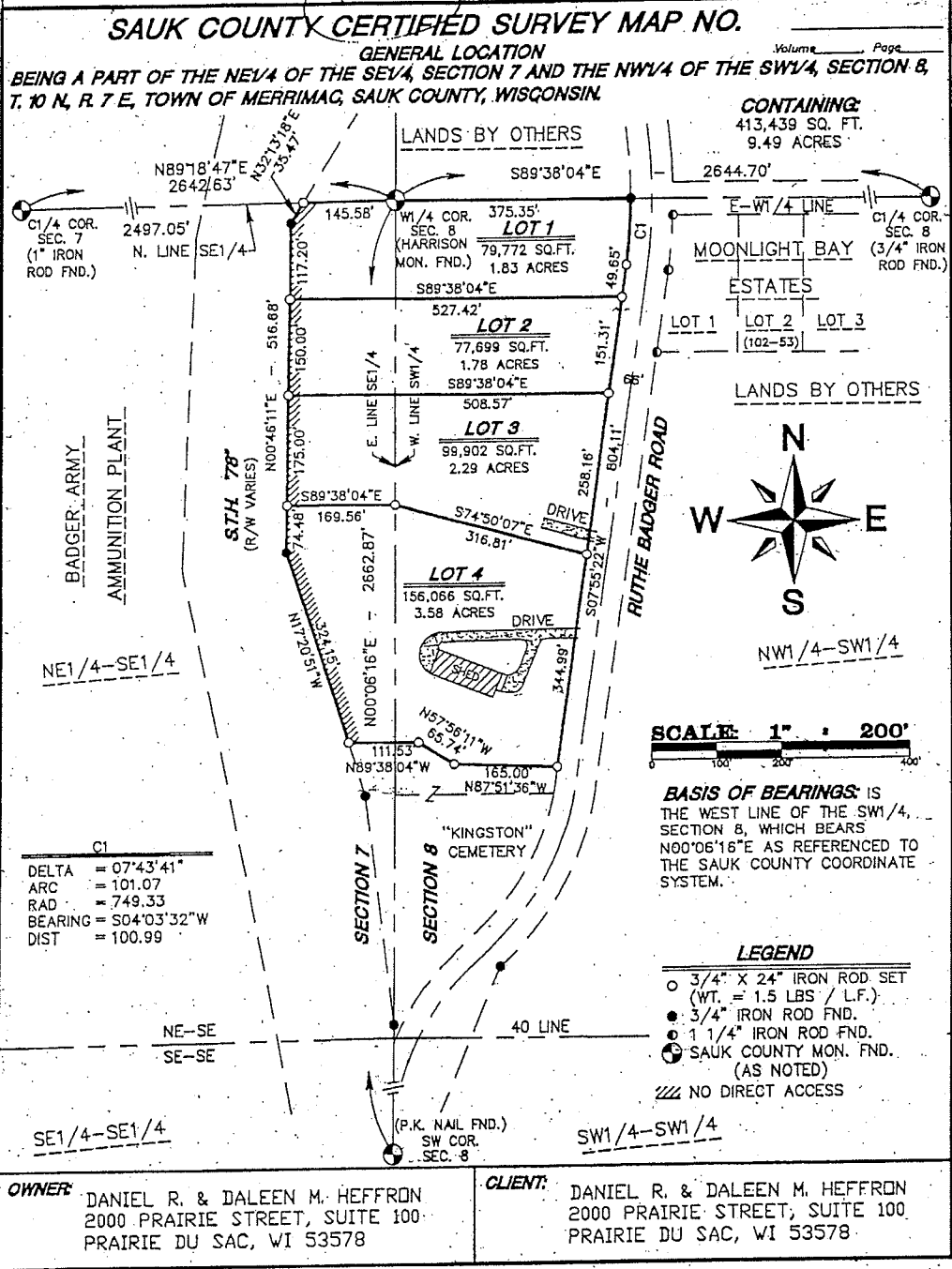
CA GROTHMAN & ASSOCIATES S.C.
 LAND SURVEYORS
 625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI 53001
 PHONE: PORTAGE: (808) 742-7788 SAUK: (808) 844-8872
 FAX: (808) 742-0434 E-MAIL: survey@grothman.com
 (NEE LOGS REPRESENTS THE ORIGINAL MAP)

SEAL:


G & A FILE NO. 111-15

DRAFTED BY: J. ABEGGLEN
 CHECKED BY: SPH
 PROJ. 111-15
 DWG. 11115_CSM SHEET 1 OF 2

Sept. 4, 2011

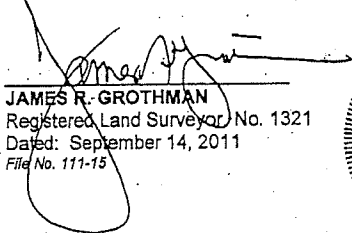


SURVEYOR'S CERTIFICATE

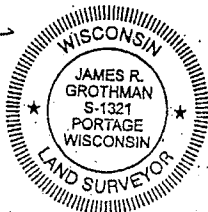
I, **JAMES R. GROTHMAN**, Registered Land Surveyor, do hereby certify that by the order of **Daniel R. & Daleen M. Heffron**, I have surveyed, monumented, mapped and divided a part of the Northeast Quarter of the Southeast Quarter of Section 7 and the Northwest Quarter of the Southwest Quarter of Section 8, Town 10 North, Range 7 East, Town of Merrimac, Sauk County, Wisconsin, described as follows:

Beginning at the west quarter corner of Section 8;
thence South 89°38'04" East along the east-west quarter line of said Section 8, 375.35 feet to a point in the westerly right-of-way line of Ruthe Badger Road;
thence southwesterly along a 749.33 foot radius curve to the right in the westerly right-of-way line of Ruthe Badger Road having a central angle of 07°43'41" and whose long chord bears South 04°03'32" West, 100.99 feet;
thence South 07°55'22" West along the westerly right-of-way line of Ruthe Badger Road, 804.11 feet;
thence North 87°51'36" West, 165.00 feet;
thence North 57°56'11" West, 65.74 feet;
thence North 89°38'04" West, 111.53 feet to a point in the easterly right-of-way line of State Trunk Highway 78;
thence North 17°20'51" West along the easterly right-of-way line of State Trunk Highway 78, 324.15 feet;
thence North 00°46'11" East along the easterly right-of-way line of State Trunk Highway 78, 516.68 feet;
thence North 32°13'18" East along the easterly right-of-way line of State Trunk Highway 78, 35.47 feet to a point in the north line of the Southeast Quarter of said Section 7;
thence North 89°18'47" East along the north line of the Southeast Quarter of said Section 7, 145.58 feet to the point of beginning.
Containing 413,439 square feet, (9.49 acres) more or less. And being subject to servitudes and easements of use or record, if any.

I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I fully complied with the Provisions of Chapter 236.34 of the Wisconsin State Statutes, Sauk County Land Division & Subdivision Regulation Ordinance and the Town of Merrimac subdivision Ordinance to the best of my knowledge and belief.



JAMES R. GROTHMAN
Registered Land Surveyor No. 1321
Dated: September 14, 2011
File No. 111-15



ORDINANCE NO. 126-2011

PETITION 3-2011. AMENDING CHAPTER 9, FLOODPLAIN ZONING ORDINANCE, OF THE SAUK COUNTY CODE OF ORDINANCES TO REFLECT THE DAM FAILURE ANALYSIS OF THE LAKE REDSTONE DAM AND TO ADOPT THE FLOODWAY MAP, FLOOD PROFILE AND FLOODWAY DATA TABLE ASSOCIATED WITH THIS ANALYSIS.

WHEREAS, the Natural Resources Conservation Service (NRCS) submitted to the Wisconsin Department of Natural Resources (DNR) the revised floodway map, flood profile and floodway data table associated with the dam failure analysis of the Lake Redstone Dam during a 100-year storm event; and

WHEREAS, the DNR has approved the dam failure analysis for the Lake Redstone Dam, as submitted by NRCS; and

WHEREAS, Wisconsin Administrative Code Chapter NR 116 of Wisconsin's Floodplain Management Program requires that Wisconsin Counties develop, adopt and administer a County Floodplain Zoning Ordinance that incorporates official maps developed by FEMA and non-FEMA maps approved by DNR as they pertain to regulating lands subject to flooding; and

WHEREAS, the purpose of the Sauk County Floodplain Zoning Ordinance, as stated in said ordinance, reads as follows:

9.01(3)Statement of Purpose

- (a)Protect life, health and property;
- (b)Minimize expenditures of public funds for flood control projects;
- (c)Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (d)Minimize business interruptions and other economic disruptions;
- (e)Minimize damage to public facilities in the floodplain;
- (f)Minimize the occurrence of future flood blight areas in the floodplain;
- (g)Discourage the victimization of unwary land and home buyers;
- (h)Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (i)Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain; and

WHEREAS, in order for landowners affected by the revised floodway map, flood profile and floodway data table associated with the dam failure analysis of the Lake Redstone Dam to qualify for FEMA funding following a dam failure flooding event, said map, profile, and data table must be adopted as part of the Sauk County Floodplain Zoning Ordinance; and

WHEREAS, failure to adopt the revised floodway map, flood profile and floodway data table may cause undue liability on Sauk County if the dam fails and causes damage to life, health, and property as the Lake Redstone dam is owned by Sauk County; and

WHEREAS, a public hearing was held by the Planning, Zoning, and Land records Committee on July 26, 2011 and a public informational meeting was held on August 30, 2011; and

WHEREAS, your Committee has carefully reviewed this matter and does recommend that the petition be APPROVED.

ORDINANCE NO. 126-2011

PETITION 3-2011. AMENDING CHAPTER 9, FLOODPLAIN ZONING ORDINANCE, OF THE SAUK COUNTY CODE OF ORDINANCES TO REFLECT THE DAM FAILURE ANALYSIS OF THE LAKE REDSTONE DAM AND TO ADOPT THE FLOODWAY MAP, FLOOD PROFILE AND FLOODWAY DATA TABLE ASSOCIATED WITH THIS ANALYSIS.

Page 2 of 2

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the following amendment to Chapter 9, Floodplain Zoning Ordinance, of the Sauk County Code of Ordinances, to read as follows, is hereby adopted to become effective upon passage:

Floodplain Zoning Ordinance

9.03(2)(b)7. 8. 9.

- 7. Floodway map dated July 29, 2010 and titled, "Lake Redstone Breach Flood Zone."
- 8. Flood profile dated July 2010 and titled, "100-Year Flood Profile with the Lake Redstone Dam Failing."
- 9. Floodway data table dated July, 2010 and titled "Table 10: Floodway Data Table – The Dam Failing During the 100-Year Storm."

For consideration by the Sauk County Board of Supervisors on December 20, 2011.

Respectfully submitted,
PLANNING, ZONING & LAND RECORDS COMMITTEE

GERALD LEHMAN, CHAIR

JUDY ASHFORD

JOEL GAALSWYK

FRÉDERICK HALFEN

DON NOBS

Fiscal Note: No Impact *KPB*
MIS Note: No Impact

OFFICE OF
SAUK COUNTY PLANNING AND ZONING

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

NOTICE

PLEASE TAKE NOTICE, that the Planning, Zoning and Land Records Committee of the Sauk County Board of Supervisors will hold a public hearing on July 26, 2011, at 10:00 a.m., or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 3-2011 Ordinance Amendment: An amendment to the Sauk County Floodplain Zoning Ordinance to reflect the Dam Failure Analysis of the Lake Redstone Dam located in the Town of LaValle, Sauk County, Wisconsin.
- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.
- II. A. The amendment will adopt, as part of the Sauk County Floodplain Zoning Ordinance, official maps and supporting information that identifies lands within the hydraulic shadow (dam breach) should the Lake Redstone Dam fail during a 100-year storm event and apply the provisions of sec. 9.04 Floodway District. Adoption of the aforementioned provisions is required by Wis. Stat. 87.30 and NR 116.05.
- B. Any person desiring more information may contact the Sauk County Conservation, Planning, and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285). Copies of the proposed amendment and map of the Dam Breach Flood Zone may be obtained from the Sauk County Clerk or the Conservation, Planning, and Zoning Office.

Date: July 5, 2011

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

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

To be published July 11, 2011 and July 18, 2011

For office use only: Pet. No. 3-2011

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

PLANNING, ZONING & LAND RECORDS COMMITTEE STAFF REPORT

Petition # 3-2011 Proposed Floodplain Zoning Ordinance Amendment.

Public Hearing Scheduled for: July 26, 2011

1. Request

Pursuant to Wis. Stat. Chapter 87.30 and NR 116.05, Wisconsin Administrative Code, the following must be adopted as part of the Sauk County Floodplain Zoning Ordinance and which recognizes the breach of the Lake Redstone Dam during a 100-year storm event:

- (a) Floodway map dated July 29, 2010 and titled, "Lake Redstone Breach Flood Zone, Sauk County Wisconsin";
- (b) Flood profiles dated July, 2010 and titled, "100-Year Flood Profile With the Lake Redstone Dam Failing";
- (c) Floodway data table dated July, 2010 and titles, "Table 10: Floodway Date Table -- Dam Failing During the 100-Year Storm."

Please see Appendix A for the aforementioned map, profiles and data table.

Please see Appendix B for an excerpt from the Sauk County Floodplain Zoning Ordinance showing where the aforementioned language will be inserted.

2. History/Information

In January of 2010 the Wisconsin Department of Natural Resources approved a dam failure analysis for the Lake Redstone Dam located in the Town of LaValle. Based on the results of the approved study, the dam was assigned a final hazard rating of 'High Hazard'. Wis. Stat. Chap. 87.30 and NR 116.05 requires that the floodway map, flood profiles, and floodway data table be adopted into the Sauk County Floodplain Zoning Ordinance.

The dam failure analysis was completed by the Natural Resource Conservation Service with mapping assistance provided by the Sauk County Land Conservation Department. The analysis identifies areas of potential dam failure inundation including the hydraulic shadow of the floodway and floodfringe designated areas.

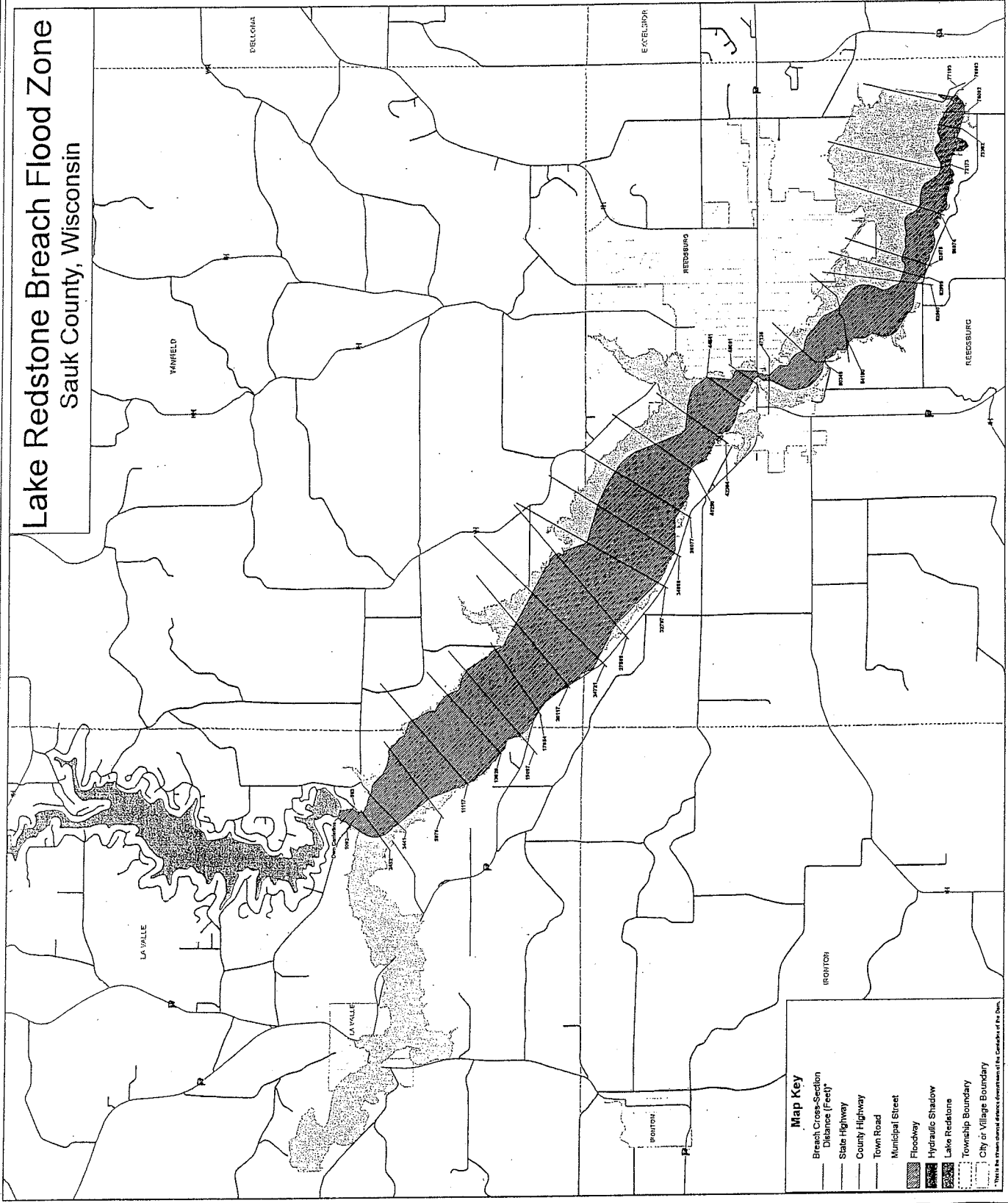
Adopting the dam failure analysis as part of the Sauk County Floodplain Zoning Ordinance will put in place certain land use controls that will require development to conform to the provisions set forth and defined by the Floodway District. Because there are a number of existing residential homes located within the hydraulic shadow, including homes in the City of Reedsburg, the High Hazard rating will be maintained. Therefore, it is unlikely that insurance rates for Sauk County will be reduced as a result of this process. However, the adoption of the dam breach analysis will prevent additional homes from being built in the hydraulic shadow if the dam fails and will therefore minimize the danger to life, health and property.

3. Recommendation

In summary, the proposed amendment is required pursuant to Wis. Stat. Chapter 87.30 and NR 116.05; Wisconsin Administrative Code. The amendment will also apply the provisions of the Floodway District for new development that occurs in the hydraulic shadow should the dam fail during a 100-year storm event, however because there are preexisting homes in the shadow, the amendment will not reduce the dam's high hazard rating. Given this analysis, staff does make a recommendation on this petition that the PZLR Committee approve Petition #3-2011, an amendment to Sauk County Floodplain Zoning Ordinance to apply the Floodway District standards to the hydraulic shadow should the Lake Redstone Dam fail during a 100-year storm event.

Report submitted by Brian Simmert, Sauk County Planner

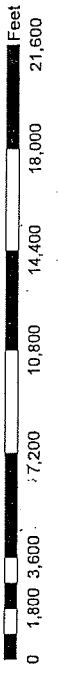
Lake Redstone Breach Flood Zone Sauk County, Wisconsin



Map Key

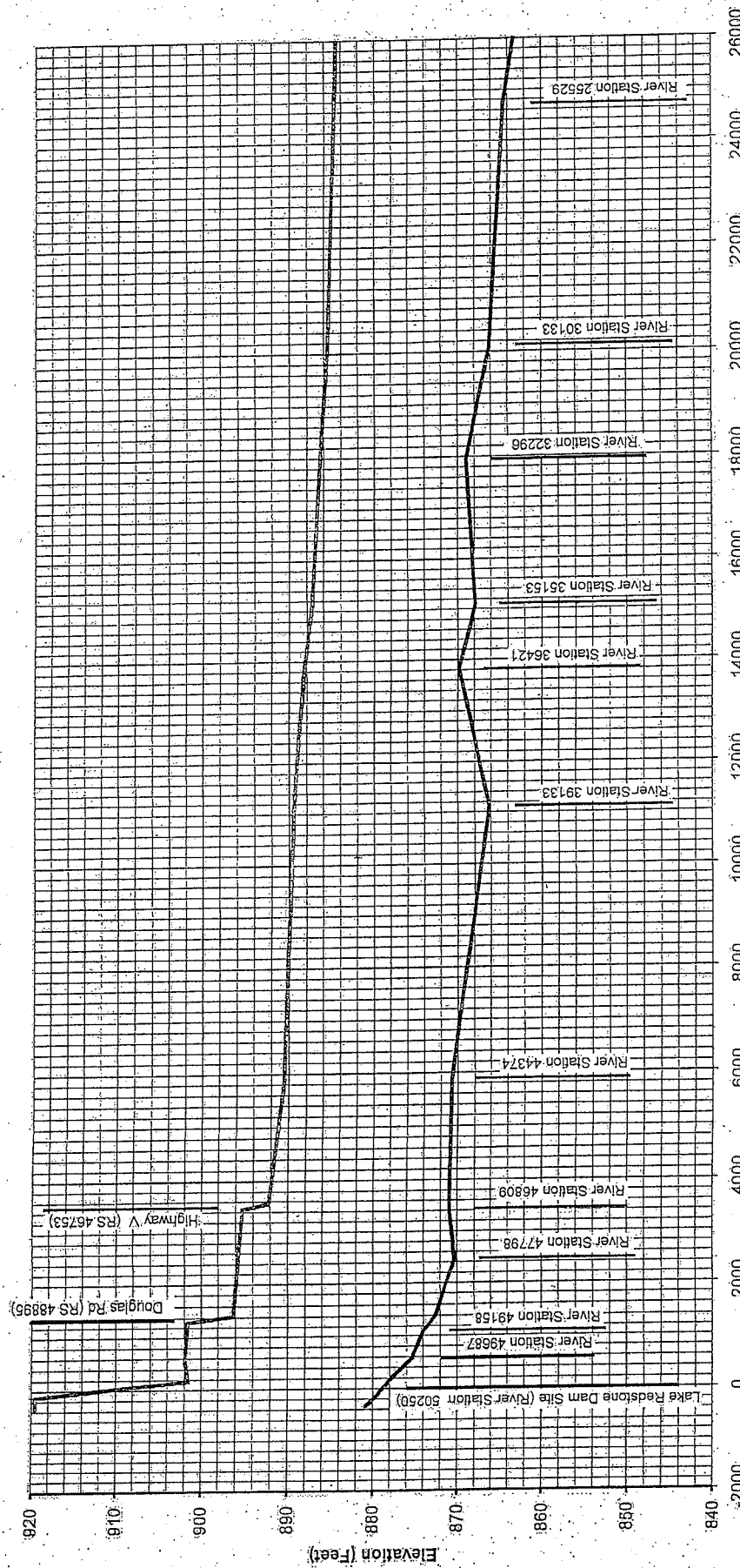
- Breach Cross-Section Distance (Feet)
- State Highway
- County Highway
- Town Road
- Municipal Street
- Floodway
- Hydraulic Shadow
- Lake Redstone
- Township Boundary
- City or Village Boundary

*This is the maximum potential overtopping of the crest of the dam.



Dawn Hendrick
 Sauk County Land Conservation Department
 Prepared: June 29, 2010
 Datum: NAD 1983 HARN
 Contour Interval: 4.9'

100-Year Flood Profile With the Lake Redstone Dam Failing



Channel Distance Downstream of the Lake Redstone Dam (Feet)

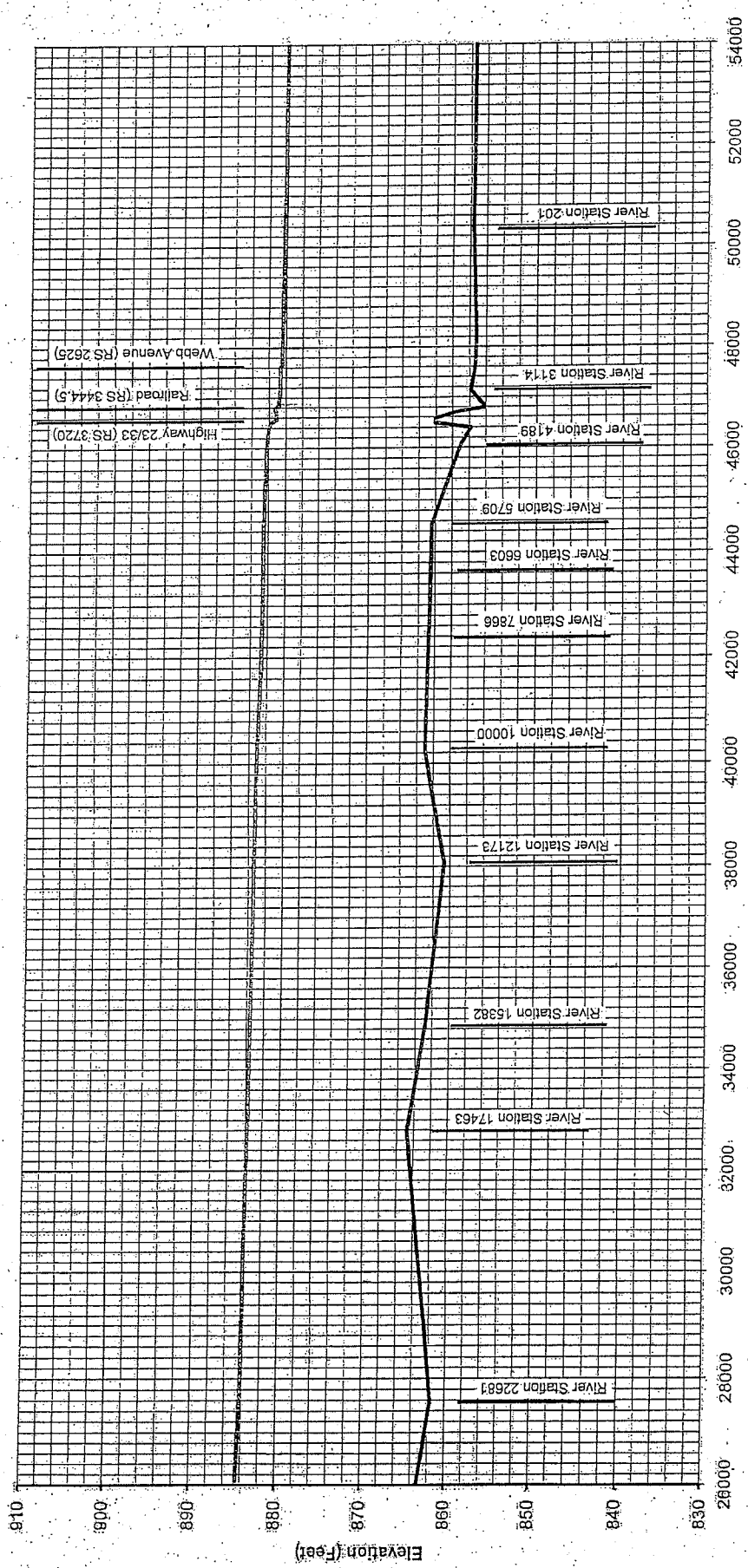
Exhibit 5: 100-Year Flood Profile
With the Dam Failing
Lake Redstone, Sauk CO, WI
Revised, July 2010

Water Surface
Channel Invert

Sheet 1 of 4

Amato & Hays

100-Year Flood Profile With the Lake Redstone Dam Failing



Channel Distance Downstream of the Lake Redstone Dam (Feet)

Exhibit 5: 100-Year Flood Profile
 With the Dam Failing
 Lake Redstone, Sauk CO, WI
 Revised July, 2010

Water Surface — Channel Invert

Sheet 2 of 4

Christina Thompson

100-Year Flood Profile With the Lake Redstone Dam Failing

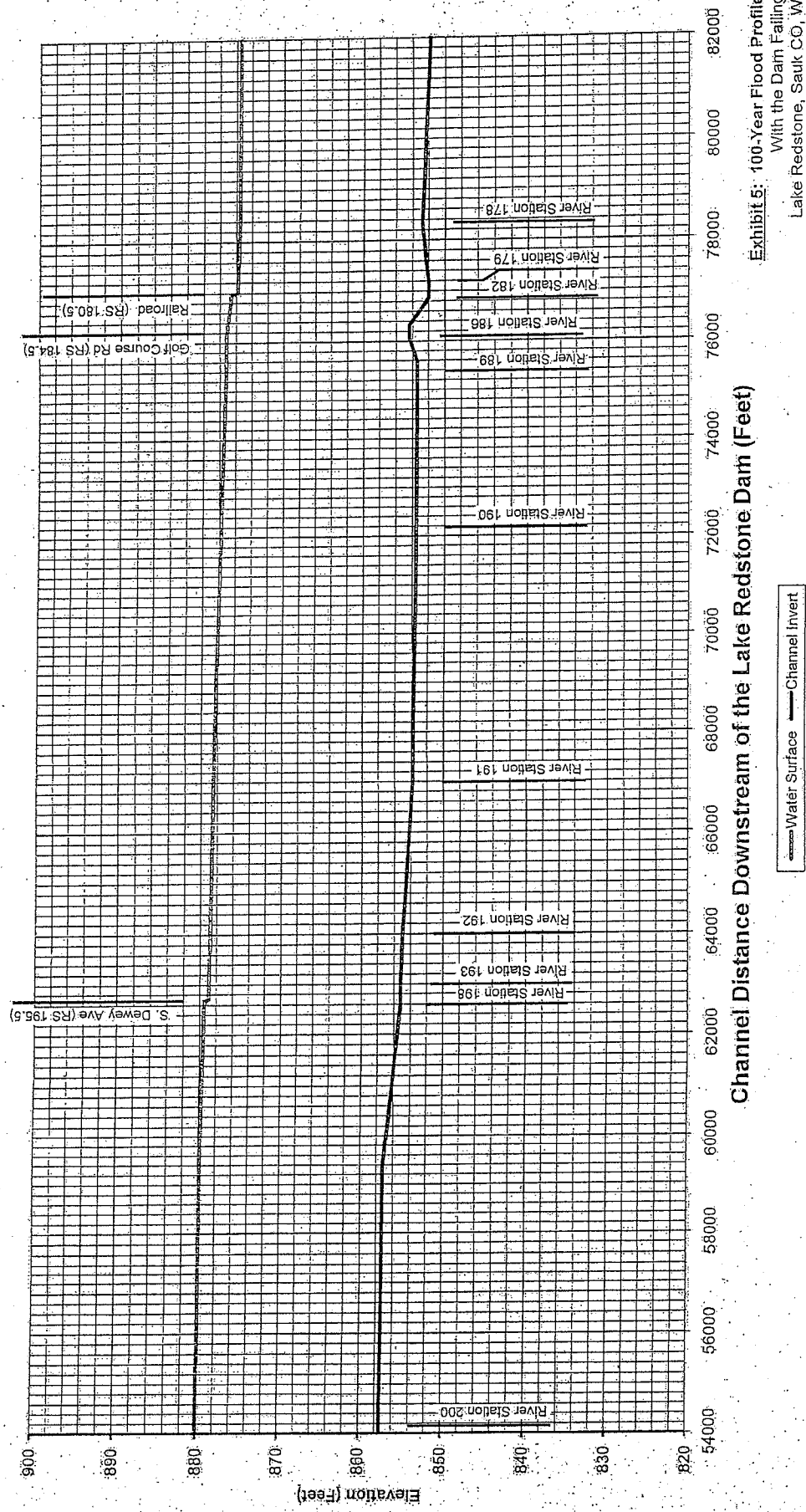
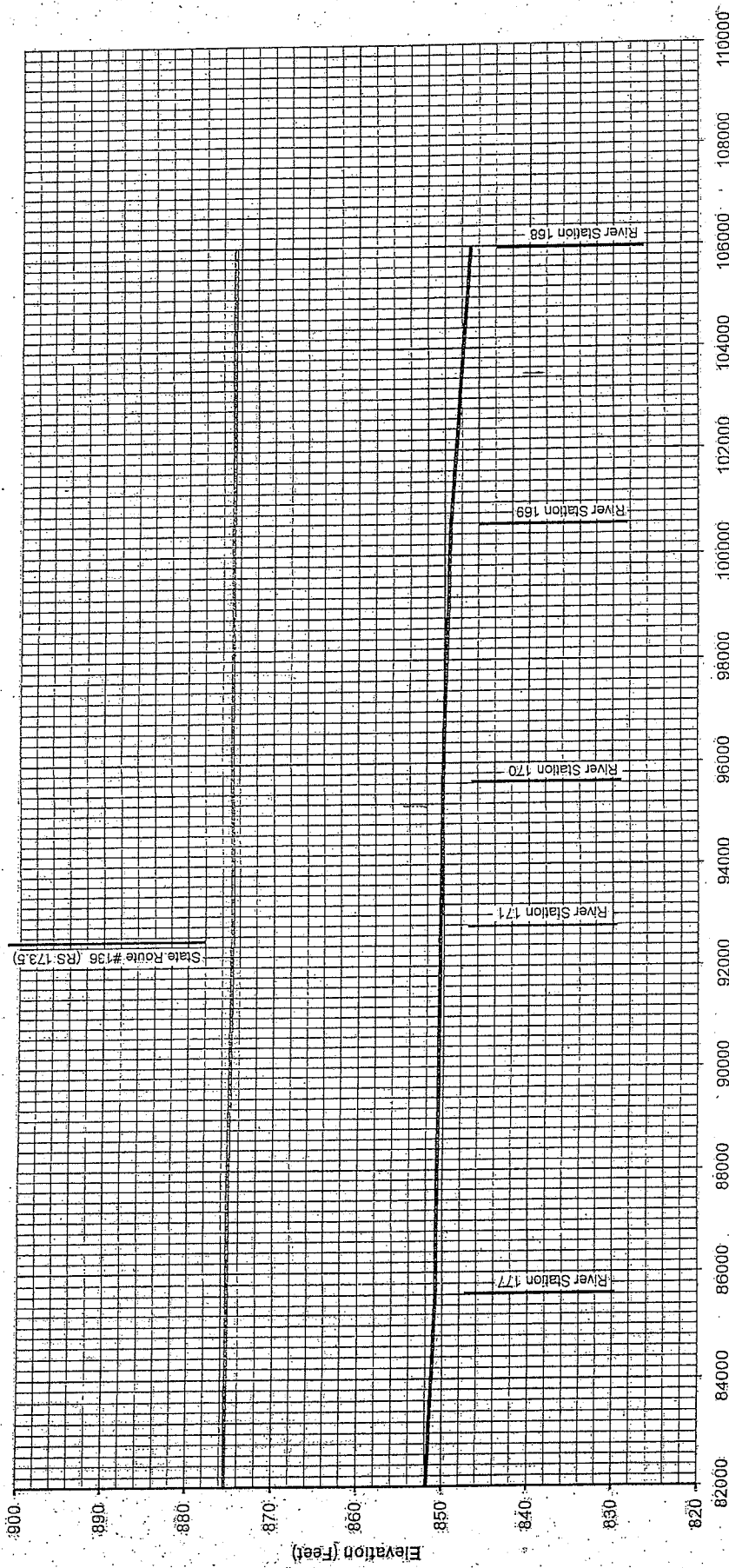


Exhibit 5: 100-Year Flood Profile
 With the Dam Failing
 Lake Redstone, Sauk CO, WI
 Revised July 2010

Sheet 3 of 4
Christie A. Hampel

100-Year Flood Profile With the Lake Redstone Dam Failing



Channel Distance Downstream of the Lake Redstone Dam (Feet)

Exhibit 5: 100-Year Flood Profile
With the Dam Failing
Lake Redstone, Sauk CO, WI
Revised July 2010

Water Surface
Channel Invert

Sheet 4 of 4

Amelia A. Hengel

Table 10: Floodway Data Table - The Dam Failing During the 100-Year Storm

HEC-RAS River Station ¹⁵	Distance (Feet) ¹⁶	Description of Cross Section Location	100-Year Water Surface Elevation (Feet)	Peak Discharge (Cfs)	Floodway Top Width (Feet)
50250	0	At Centerline of the Dam – X Section 1	919.55 ¹⁷	51563 ¹⁸	505 ¹⁹
49687	563	X Section 2	901.96	51728	757
49158	1092	X Section 3	901.65	51738	817
47798	2452	X Section 4 – End Baraboo River Inflow	895.72	51149	1439
46809	3441	X Section 5	895.20	51100	1940
44374	5876	X Section 6	890.51	38234	3047
39133	11117	X Section 7	889.45	35699	3998
36421	13829	X Section 8	888.31	33882	3740
35153	15097	X Section 9	887.41	32517	3974
32296	17954	X Section 10	886.45	30740	3536
30133	20117	X Section 11	885.52	28164	3773
25529	24721	X Section 12	884.74	24632	4379
22681	27569	X Section 13	884.24	21747	4346
17463	32787	X Section 14	883.74	16960	3895
15382	34868	X Section 15	883.56	15216	4315
12173	38077	X Section 16	883.31	14129	3642
10000	40250	X Section 17	882.98	13529	2145
7866	42384	X Section 18	882.62	13200	2054
5709	44541	X Section 19 – Hay Creek Inflow	882.49	13112	1976
4189	46061	FIS X Section CO	882.22	14109	877
3114	47136	FIS X Section CN	880.68	11549	270
201	50349	FIS X Section CM	880.26	11175	1252
200	54150	FIS X Section CL	880.03	11080	2101
198	62560	FIS X Section CK	879.49	11024	827
193	62999	FIS X Section CJ	878.94	10986	894
192	63975	FIS X Section CI	878.80	10974	1189

¹⁵ The River Stations are given in terms of channel distance upstream of HEC-RAS River Station 3114. However, from River Station 201 and on downstream the River Stations from the FIS HEC-2 modeling were used.

¹⁶ This is the stream channel distance downstream of the Centerline of the Dam.

¹⁷ The water surface elevation at the upstream side of the dam

¹⁸ The peak discharge just downstream of the dam

¹⁹ The floodway top width at the downstream side of the dam

Table 10: Floodway Data Table - The Dam Failing During the 100-Year Storm (Continued)

HEC-RAS River Station	Distance (Feet)	Description of Cross Section Location	100-Year Water Surface Elevation (Feet)	Peak Discharge (Cfs)	Floodway Top Width (Feet)
191	66974	FIS X Section CH	878.51	10960	1145
190	72173	FIS X Section CG	877.73	10957	512
189	75382	FIS X Section CF	877.25	10956	1090
186	76082	FIS X Section CE	877.18	10956	1025
182	76863	FIS X Section CD	876.65	9636	287
179	77193	FIS X Section CC	875.78	9032	346
178	78327	FIS X Section CB	875.52	9025	978
177	85617	FIS X Section CA	875.30	8889	2372
171	92783	FIS X Section BZ	874.85	8784	2009
170	95630	FIS X Section BY	874.84	8783	3192
169	100589	FIS X Section BX	874.80	8778	1704
168	105970	FIS X Section BW	874.60	8776	818

Revised July 2010

Annette R. Hummel

ORDINANCE NO. 127 2011

PETITION 6-2011. APPROVING THE REZONING OF LANDS IN THE TOWN OF BARABOO FROM A RESOURCE CONSERVANCY - 35 TO A COMMERCIAL ZONING DISTRICT FILED UPON GARRY ZELLMER, APPLICANT AND PROPERTY OWNER.

WHEREAS, a public hearing was held by the Planning, Zoning, and Land Records Committee upon petition 6-2011 as filed by Gary Zellmer for a change in the zoning of certain lands from a Resource Conservancy – 35 to a Commercial Zoning District; and

WHEREAS, the purpose of the request, as stated by the applicant, is to establish a billboard on the property; and

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

WHEREAS, the Planning, Zoning, and Land Records Committee reviewed and discussed the request as described in petition 6-2011; and

WHEREAS, your Committee, based upon the facts of the request and public testimony heard at the public hearing on September 28, 2011, recommended to the Sauk County Board of Supervisors that the petition be denied; and

WHEREAS, The Sauk County Board of Supervisors considered the rezoning of the aforementioned lands at their November 15, 2011 meeting and failed to approve the denial of the petition based upon a tie vote; and

WHEREAS, your Committee, based upon the failure of the County Board to deny the petition, reconsidered the petition at their November 30, 2011 meeting; and

WHEREAS, your Committee does recommend that the petition be approved with the understanding that the County Board acknowledge and follow the recommendations set forth in the Highway 12 Corridor Growth Management Plan (Highway 12 Plan); and

WHEREAS, the Highway 12 plan also recommends that Highway 12 be preserved as a rural scenic parkway experience; and

WHEREAS, the Highway 12 plan recommends the adoption of an ordinance that does not allow the placement of billboards facing Highway 12; and

WHEREAS, the County acknowledges that a county zoning ordinance to disallow billboards facing the Highway 12 corridor has not been adopted; and

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the rezoning of the aforementioned lands, more particularly described in petition 6-2011, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Approved.

ORDINANCE NO. 127 2011

PETITION 6-2011. APPROVING THE REZONING OF LANDS IN THE TOWN OF BARABOO FROM A RESOURCE CONSERVANCY - 35 TO A COMMERCIAL ZONING DISTRICT FILED UPON GARRY ZELLMER, APPLICANT AND PROPERTY OWNER.

Page 2 of 2

For consideration by the Sauk County Board of Supervisors on December 20, 2011.

Respectfully submitted,
PLANNING, ZONING & LAND RECORDS COMMITTEE

GERALD LEHMAN, CHAIR

FREDERICK HALFEN

JUDY ASHFORD

DON NOBS

JOEL GAALSWYK

Fiscal Note: No Impact
MIS Note: No Impact

KRB

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 September 28, 2011, at 10:00 a.m. or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 6-2011 Rezone. A petition to rezone certain lands in the Town of Baraboo, County of Sauk, Wisconsin, from a Resource Conservancy-35 to a Commercial Zoning District. Lands are owned by Garry Zellmer.

Lands to be affected by the proposed rezone are located in Section 21, T12N, R6E, Town of Baraboo, Sauk County, Wisconsin and further described as part of Outlot 1 CSM 3665. Said area to be rezoned contains .90 acres more or less.

- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.
- II. A. The rezone is intended to establish the correct zoning to accommodate a billboard.
- 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: September 6, 2011

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

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

To be published September 12, 2011 and September 19, 2011

For office use only: Pet. No. 6-2011

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

ORDINANCE NO. 128-2011

PETITION 7-2011. AMENDING CHAPTER 7, ZONING ORDINANCE,
OF THE SAUK COUNTY CODE OF ORDINANCES, TO AMEND PARTS OF CHAPTER 7
PERTAINING TO SIGNS, INCLUDING REPEALING 7.13(1)(j).

WHEREAS, the current ordinance pertaining to signs does not adequately address the type, number, size and lighting allowances for new signs with regard to maintaining public health, safety and welfare, as well as the aesthetic appearance of Sauk County; and

WHEREAS, the proposed ordinance was developed based on research of sign ordinances from similar communities, an inventory of current signs types, sizes, and location from within Sauk County, input from those towns affected by the ordinance, and consideration of Wisconsin Department of Transportation regulations; and

WHEREAS, the purpose of the Sauk County Zoning Ordinance, as more fully stated is Sauk Co. Code § 7.22(1), is to regulate signs fairly and consistently in order to promote the public health, safety and welfare in Sauk County as well as to maintain the aesthetic environment; and

WHEREAS, the Sauk County Board demonstrates certain findings, as more fully stated in Sauk Co. Code § 7.22(2), such that signs have a substantial impact on the environment and create safety hazards and raise aesthetic concerns that impact the public health, safety and welfare in Sauk County; and

WHEREAS, a public hearing was held by the Planning, Zoning, and Land Records Committee on November 30, 2011; and

WHEREAS, your Committee has carefully reviewed this matter and 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 following amendment to Chapter 7, Zoning Ordinance, of the Sauk County Code of Ordinances, is hereby amended to read as attached hereto as Appendix A, changes indicated by highlight and strikeout, and shall be effective upon its adoption.

For consideration by the Sauk County Board of Supervisors on December 20, 2011.

Respectfully submitted,

PLANNING, ZONING & LAND RECORDS COMMITTEE

GERALD LEHMAN, CHAIR

JUDY ASHFORD

JOEL GAALSWYK

FREDERICK HALFEN

DON NOBS

Fiscal Note: No Impact
MIS Note: No Impact

OFFICE OF
SAUK COUNTY CONSERVATION, 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 November 30, 2011, at 10:00 a.m., or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 7-2011 Ordinance Amendment. A Petition to amend the parts of Chapter 7 pertaining to the regulation of signs, including repealing 7.13 (1)(j).
- 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. Any person desiring more information may contact the Sauk County Conservation, Planning, and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285). Copies of the proposed ordinance may be obtained from the Sauk County Clerk or the Conservation, Planning, and Zoning Office.

Date: November 9, 2011

SAUK COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE

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

To be published November 14, 2011 and November 21, 2011

For office use only: Pet. No. 7-2011

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

PLANNING, ZONING & LAND RECORDS COMMITTEE STAFF REPORT

Petition # 7-2011 Proposed Sign Regulation Ordinance Amendment.

Public Hearing: November 30, 2011

Background Information

Under directive of the Planning, Zoning, and Land Records Committee, proposed sign regulations (Subchapter II Sign Regulations) have been drafted by Conservation, Planning, and Zoning staff prior to the comprehensive rewrite of the Sauk County Zoning Ordinance. This rewrite updates current sign ordinance provisions originally adopted in 1963 and amended in 1971. If approved, this amendment will replace sign regulations in the current zoning ordinance and will automatically be incorporated into the revised zoning ordinance.

Purpose of Amendment

Current sign ordinance provisions do not adequately address the type, number, size, and lighting allowances for new signs with regard to maintaining public health, safety, and welfare as well as the aesthetic appearance of the County. Additionally, the current regulations do not deal with rapidly changing County conditions, mainly caused by changes along U.S. Highway 12.

The purpose of the amendment, as stated in the ordinance, is as follows:

- (a) Regulate signage in a manner that does not create an impermissible conflict with constitutional, statutory, or administrative standards or impose an undue financial burden on the County.
- (b) Provide for fair and consistent enforcement of sign regulations under the County zoning authority.
- (c) Improve the visual appearance of the County while providing for effective means of communication and orientation, particularly in settings in which the need for communication and orientation is greater, consistent with constitutional guarantees and the County Board findings that follow:
- (d) Maintain, enhance, and improve the aesthetic environment of the County, including its scenic views and rural character consistent with the *Sauk County Comprehensive Plan* and *Highway 12 Corridor Growth Management Plan* and the purpose of each zoning district, by preventing visual clutter that is harmful to the appearance of the community, protecting vistas and other scenic views from degradation, and reducing and preventing commercialism in noncommercial areas.
- (e) Promote public health, safety, and welfare in the County by regulating the number, location, size, type, illumination, and other physical characteristics of signs within the County.

In addition to addressing these matters, this rewrite establishes new sign requirements along U.S. Highway 12 and County Road BD to promote business retention and development along County Road BD. Regulation changes also integrate policy recommendations in the *Highway 12 Corridor Growth Management Plan* regarding signs.

Amendment Development Process

Following the directive by the PZLR Committee, staff developed a draft sign ordinance based on research of sign ordinances from similar communities, an inventory of current Sauk County sign types, sizes, and locations, input from affected towns, and consideration of Wisconsin Department of Transportation regulations. Once a draft sign ordinance was developed, staff held regional meetings (La Valle: November 1, Plain: November 3, and Baraboo: November 7) to invite additional town input.

Recommendation

In summary, the proposed ordinance has been developed as per committee directive, integrating town and public input. The ordinance takes into consideration significant changes that are reshaping Sauk County, such as the Highway 12 bypass. Staff recommends the approval of Petition 7-2011, an amendment to the Sauk County Zoning Ordinance to change County sign regulations.

Report submitted by Brian Simmert, Sauk County Planner

RESOLUTION No. 129 - 11

**HONORING WORMFARM INSTITUTE FOR INNOVATIVE AND SUCCESSFUL
FERMENTATION FESTIVAL AND FARM/ART DTour, OCTOBER 2011**

WHEREAS, in 2010, the Wormfarm Institute hosted a Smithsonian Institution exhibit, “*America by Food: Key Ingredients*” and created a complementary event “A Live Culture Convergence,” called Fermentation Fest, and

WHEREAS, the Wormfarm’s history of successful, creative arts and culture projects promoting the timeless message of land and people together qualified the Wormfarm to become eligible to apply to the National Endowment for the Arts (NEA) for a major *Our Town* grant to continue Fermentation Fest and to create an innovative Farm/Art DTour in 2011, and

WHEREAS, the Wormfarm subsequently won a major award of \$50,000 from the NEA and, in addition, received a \$100,000 grant from the ArtPlace initiative, a new NEA private and public partnership to encourage creative placemaking throughout the United States, and also won a Joint Event Marketing (JEM) grant through the Wisconsin Department of Tourism to promote the events, and

WHEREAS, Fermentation Fest and Farm/Art DTour were held October 7 – 16, 2011 in Reedsburg and western Sauk County and was successful by any measure, drawing large crowds including many from out-of-state, with local businesses stating they served the most customers they have ever served in one day and many selling out of product, and

WHEREAS, on November 15, 2011, the Wormfarm hosted a visit from Mr. Rocco Landesman, Chair of the National Endowment for the Arts, at the Woolen Mill Gallery in Reedsburg at which time he stated that the Fermentation Fest and Farm/Art DTour will be acknowledged nationwide as a prime example of successful creative placemaking,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Wormfarm Institute and all of the artists, landowners, partners and volunteers acknowledged on the list appended hereto, be honored and commended for a successful Fermentation Fest and Farm/Art DTour.

AND, BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Wormfarm Institute of Reedsburg, Wisconsin.

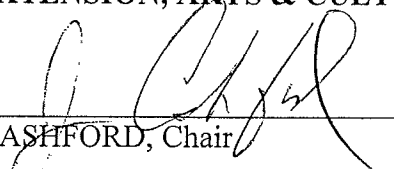
For consideration by the Sauk County Board of Supervisors on December 20, 2011.

RESOLUTION No. 129 - 11

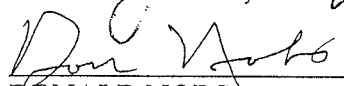
HONORING WORMFARM INSTITUTE FOR INNOVATIVE AND SUCCESSFUL FERMENTATION FESTIVAL
AND FARM/ART DTour, OCTOBER 2011

Respectfully submitted,

UW EXTENSION, ARTS & CULTURE COMMITTEE

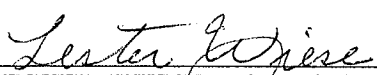


JUDY ASHFORD, Chair

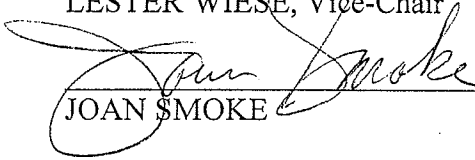


DONALD NOBS

DONNA STEHLING



LESTER WIESE, Vice-Chair



JOAN SMOKE

Fiscal Note: No fiscal impact *KPB*
MIS Note: No impact

The Wormfarm Institute would like to thank the many individuals and businesses for their invaluable support of the 2011 Fermentation Fest:

Reedsburg Area Chamber of Commerce, CAL Center Presents, City of Reedsburg, Reedsburg Revitalization Organization, Reedsburg Public Library, Reedsburg Area Medical Center Reedsburg Utility Commission, Reedsburg Times Press, Reedsburg Independent,

Sauk County UW Extension, Land Conservation, Board of Supervisors, Arts and Humanities Committee, Highway Department, Home Community Educators.

Townships of Winfield, LaValle, Ironton and Reedsburg

A-1 Saw and Mower, Able Trek Tours, Pastor Robert Butler, Collage Architects, James Altwiès, Aspen Sunset Grass Fed Beef, Nath and Marnie Dresser, Mike Bieser, Blue Heron, Branding Iron, Calabria, Carr Valley Cheese, Community First Bank, Mary Jane Connor, Corner Pub, Dells Brewing Company, Deli Bean, D.J. Dietz Designs, Kari Doherty, Cluster 350, Ann Foley, Alma Gasser, Elm Duo, Hyzer's Acres, Fawn Creek Winery, Peter Flanary, Lynn Foster, Adrienne Fox, Jeff Fray, Gail Ambrosius, Ale Asylum, Katie Godfrey, Graminy, Granny's Pantry, Jeff Herschleb, Bev Hoege, ID Signs, Glenn and Gail Johnson, Phillip Katz, Bob Koenig, Kimberly Anderson, Krueger Printing, Monica Liegel, Lil Chocolates, LK Designs, Lola Girl Cakes, Lorraine's Mini Mall, Magnum Broadcasting, Shawndell Marks, Steve Nerka, Oakwood Fruit Farm, Openbook Painting, Orange Cat Community Farm, Oxbow Studio, Michael Perry & Longbeds, Janice Pierson, Bill Piehsticker, Tom Porter, Cindy Powers, RAHS Dance Team, Reedsburg IGA, Reedsburg Country Club, Roger Reynolds, Ridge and Valley Produce, Sand County Contracting, Ski Hi Orchard, Jeff Spoon, Judy Spring, Jim Steele, Tory Tepp, Touchdown Tavern, Urban Agri-tecture, Chantal Vaillancourt, Joe Van Berkel, Gabe Vertien, Vierbicher Associates, Viking Village Foods, Viking Liquor, Norm Vlacheck, Voyageur Inn, Mary Williams, Von Klaus Winery, Larry and Lester Weise, Mimi Wuest, Windy Ridge Bakery, Wollersheim Winery.

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