

**AGENDA**  
**Notice of Regular Meeting**  
**Sauk County Board of Supervisors**  
**Tuesday, June 16, 2026 – 6:00 p.m.**  
**County Board Meeting Room 326, 3<sup>rd</sup> Floor**  
**West Square Building, Baraboo, WI 53913**

Any person who has a qualifying disability that requires the meeting or materials at the meetings to be in an accessible location or format should contact the Sauk County Clerk's Office at 608-355-3286, between the hours of 8:00 AM and 4:30 PM, Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.

---

**1. CALL TO ORDER AND CERTIFY COMPLIANCE WITH OPEN MEETING LAW**

**2. ROLL CALL**

**3. INVOCATION AND PLEDGE OF ALLEGIANCE**

**4. ADOPT AGENDA**

**5. ADOPT MINUTES OF PREVIOUS MEETINGS**

**6. GENERAL CONSENT AGENDA ITEMS**

**a. PUBLIC WORKS & INFRASTRUCTURE COMMITTEE:**

- i. Resolution 47-2026 To Honor Donald Greenwood For Over 13 Years Of Faithful Service To The People Of Sauk County. (Pages 3-4)**

**7. SCHEDULED APPEARANCES**

**8. PUBLIC COMMENT**

- a. Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Vice Chair. During Public Comment, any person who is not a member of the body may comment on a specific item or issue that is on the agenda. Any comments not related to the agenda should be sent to the County Clerk to forward to the County Board.**

**9. COMMUNICATIONS (*All communications are attached to Granicus*)**

- a. 05/22/2026: Email from Larry Schluter, regarding Hogsback Public ATV Trail System.**

**10. APPOINTMENTS**

**a. FAMILIES COME FIRST/COMPREHENSIVE COMMUNITY SERVICES COORDINATING COMMITTEE:**

- i. Clariss Funmaker, Re-Appointment, Citizen Member  
2-Year Term: 06/16/2026 to 06/20/2028**

**b. HEALTH CARE CENTER BOARD OF TRUSTEES:**

- i. Gordon Statz, Appointment, Citizen Member  
3-Year Term: 06/16/2026 to 06/19/2029**

**11. BILLS**

**12. CLAIMS**

**13. ELECTIONS**

**14. PROCLAMATIONS**

**15. REPORTS – INFORMATIONAL, NO ACTION REQUIRED**

- a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
- b. Lisa Wilson, Sauk County Administrator
  - i. Administrator’s Report.
- c. Tim McCumber, County Board Chair
  - i. Board Chair Update.
  - ii. Discussion: Selection of Charity for WCA Conference.

**16. UNFINISHED BUSINESS**

**17. NEW BUSINESS**

- a. **ECONOMIC DEVELOPMENT COMMITTEE AND EXECUTIVE & LEGISLATIVE COMMITTEE:**
  - i. **Resolution 48-2026** To Authorize The Administrator To Enter A Contract With Community And Economic Development Associates (CEDA) For Services To Assist In The Implementation Of A Sauk County Economic Development Transition And Communication Plan. (Pages 5-16)
- b. **LAND RESOURCES & EXTENSION COMMITTEE:**
  - i. **Ordinance 6-2026** Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Reedsburg From An Exclusive Agriculture To An Agriculture Zoning District Filed Upon Vierbicher, Applicant. (Pages 17-18)
- c. **LAND RESOURCES & EXTENSION COMMITTEE AND FINANCE, PERSONNEL, & INSURANCE COMMITTEE:**
  - i. **Resolution 49-2026** Authorizing The County Administrator To Accept A Grant For Local Projects And Enter Into A Grant Agreement And Land Use Restriction Agreement With The Wisconsin Department Of Administration; Amending The Land Resources And Environment Department 2026 Budget. (Pages 19-37)

**18. REFERRALS**

**19. NEW AGENDA ITEMS (NO DISCUSSION). SUBMIT IN WRITING OR BY E-MAIL NEW BUSINESS ITEMS TO THE COUNTY ADMINISTRATOR AS SOON AS POSSIBLE FOR RULE III.A. REFERRAL.**

**20. ADJOURNMENT**

Respectfully,



Tim McCumber  
County Board Chair

County Board Members, County Staff & The Public – Provide the County Clerk a copy of:

- 1. Informational handouts distributed to Board Members
- 2. Original letters and communications presented to the Board.

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

Agenda mail date via United States Postal Service: June 11, 2026.

Agenda Preparation: Tim McCumber, County Board Chair, jointly with the County Clerk and the County Administrator.

RESOLUTION # 47-2026

Resolution to Honor Donald Greenwood for over 13 years of Faithful Service to the People of Sauk County

Resolution offered by the Public Works and Infrastructure Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Don faithfully served the people of Sauk County for the Highway Department. Don started at the Highway Department on October 21, 2013, as a Skilled Laborer. Don then moved to a Highway Patrolman in December of 2013 which was retitled Highway Operator 1 January of 2021. Donald maintained professional and ethical integrity while serving the County. He was an essential team member to the Highway Department and all Sauk County.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation, and commends Donald Greenwood for over 13 years of faithful service to the people of Sauk County; and

BE IT FURTHER RESOLVED, that the Chairperson of the Sauk County Board of Supervisors is hereby directed to present Donald Greenwood an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Public Works and Infrastructure Committee, this 10th day of June 2026.

Consent Agenda Item: [ X ] YES [ ] NO

Fiscal Impact: [X] None [ ] Budgeted Expenditure [ ] Not Budgeted

Vote Required: Majority = X 2/3 Majority = 3/4 Majority =

The County Board has the legal authority to adopt: Yes X No as reviewed by the Corporation Counsel, [Signature], Date: 6/11/2026.

Offered and passage moved by:

Brian Peper [ ] Aye [ ] Nay [ ] Abstain [ ] Absent

Terry Spencer [ ] Aye [ ] Nay [ ] Abstain [ ] Absent

Thomas Dorner [ ] Aye [ ] Nay [ ] Abstain [ ] Absent

[ ] Aye [ ] Nay [ ] Abstain [ ] Absent

54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75

John Deitrich

\_\_\_\_\_  
Bobby Hansen

\_\_\_\_\_  
Richard Cross

\_\_\_\_\_  
Jeff Nachreiner

\_\_\_\_\_  
Aaron Evert

\_\_\_\_\_  
Andy Arntsen

Aye    Nay    Abstain    Absent

Aye    Nay    Abstain    Absent

Aye    Nay    Abstain    Absent

Aye    Nay    Abstain    Absent

Aye    Nay    Abstain    Absent

Fiscal Note: None



MIS Note:

RESOLUTION #48-2026

Resolution to Authorize to Authorize the Administrator to Enter a Contract with Community and Economic Development Associates (CEDA) for Services to Assist in the Implementation of a Sauk County Economic Development Transition and Communication Plan

Resolution Offered by the Economic Development Committee and Executive and Legislative Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: Sauk County Administration Department, representatives from the Economic Development Committee, and members of the Sauk County Development Corporation (SCDC) Board began discussions surrounding a potential new partnership to expand economic development throughout Sauk County in Fall 2025. To assist in looking at options for a partnership, Community and Economic Development Associates (CEDA) were brought on board to examine the current structure of SCDC, discuss opportunities to assist local governments and businesses throughout the county with these efforts, and look at options for a new structure to advance county-wide economic development efforts.

The results of CEDA's efforts were outlined within a Sauk County Economic Development Transition Plan and Communication Plan, which are attached as Appendix A. These plans outline the roadmap, timelines, and metrics needed to further the discussion with the existing Sauk County Development Corporation to create a county-wide economic development program.

Given the scope and purpose of these documents, Sauk County and the Sauk County Development Corporation would like to continue to receive technical and management expertise services, as we continue discussions. To assist in the cost associated with these services, CEDA received a Capacity Building Grant from the Wisconsin Economic Development Corporation (WEDC), in which \$25,000 will be provided towards this project with the remaining \$8,906.72, plus mileage reimbursement coming from the County Administration budget.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, who met in regular session, hereby authorizes the County Administrator to enter a contract (Appendix B) with Community and Economic Development Associates for Services to assist in the implementation of a Sauk County Economic Development Transition and Communication Plan.

Approved for presentation to the County Board by the Economic Development Committee and Executive and Legislative Committee this 16th day of June 2026.

Consent Agenda Item: [ ] YES [X] NO

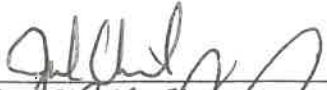
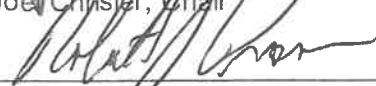


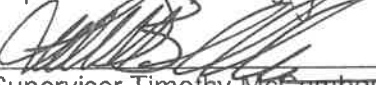

Fiscal Impact: [ ] None [ ] Budgeted Expenditure [X] Not Budgeted

Vote Required: Majority = \_X\_ 2/3 Majority = \_\_\_\_\_ 3/4 Majority = \_\_\_\_\_

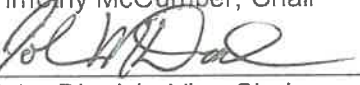
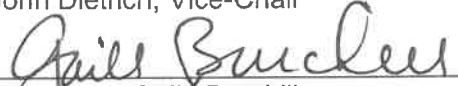
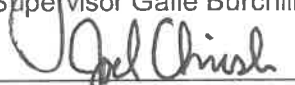
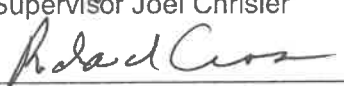

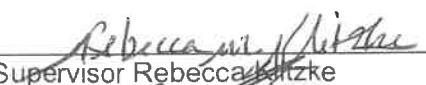


The County Board has the legal authority to adopt: Yes \_X\_ No \_\_\_\_\_ as reviewed by the Corporation Counsel, [Signature], Date: 6/11/2026.

Offered and passage moved by the Economic Development Committee:

56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106

 Joel Chrisler, Chair	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Robert Prosser, Vice Chair	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Ray Ring, Secretary				
 Supervisor Peter Kinsman	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Supervisor Marty Krueger	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Supervisor Timothy McCumber	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Supervisor Palmer Schroder	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent

**Offered and Passage Moved by the Executive and Legislative Committee:**

_____	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
Timothy McCumber, Chair				
 John Dietrich, Vice-Chair	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Supervisor Gaile Burchill	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Supervisor Joel Chrisler	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Supervisor Richard Cross	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Supervisor Peter Kinsman	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Supervisor Rebecca Kitzke	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Supervisor Brandon Lohr	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 Supervisor Brian Peper	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent

107 Fiscal Note: The contract amount is \$32,340. Mileage for meetings is not to exceed \$391.68  
108 monthly paid per quarter (\$4,700.16 for the contract term). Community and Economic  
109 Development Associates (CEDA) received a Capacity Building Grant from the Wisconsin  
110 Economic Development Corporation (WEDC), in which \$25,000 of the grant will assist in  
111 offsetting the costs associated with the contract. Resulting in \$12,040.16 coming from the  
112 Administration Budget. Due to a department vacancy, funding is available in the budget to cover  
113 the costs in 2026. Funds may be carried forwarded to the 2027 budget to finish the remaining  
114 contract costs the following year. SB  
115  
116 MIS Note: None

# Appendix A

## Sauk County Economic Development Transition Plan

---

Timeline: July 2026 – June 2027

Prepared for: Sauk County Development Corporation, Sauk County Board, and Transition Steering Committee

### 1. Purpose of the Transition Plan

This plan outlines the recommended process for transitioning from the Sauk County Development Corporation (SCDC) to a newly formed economic development organization. The new entity will operate as a modern public/private partnership designed to coordinate economic development across Sauk County.

The transition will occur between July 2026 and June 2027 and will involve establishing governance, securing funding commitments, forming the new legal entity, developing communications and marketing systems, and hiring professional staff to lead the organization.

### 2. Transition Leadership Structure

The transition will be coordinated by CEDA in partnership with the Sauk County Administrator and the SCDC Executive Committee.

A Transition Steering Committee will oversee the process and include representatives from:

- Sauk County government
- Municipal governments
- Private sector investors
- SCDC leadership
- CEDA transition coordinator

The committee will meet regularly to monitor progress, approve major decisions, and guide the formation of the new organization.

### 3. Transition Timeline Overview

The transition will occur in four phases:

Phase 1 – Organizational Design and Financial Modeling (July – September 2026)

Phase 2 – Funding Commitments and Legal Formation (September – December 2026)

Phase 3 – Organizational Development (December 2026 – March 2027)

Phase 4 – Staffing and Launch (April – June 2027)

#### **4. Development of Financial Pro Forma**

During the first phase of the transition, CEDA will develop a detailed 3–5 year financial pro forma for the new organization.

The pro forma will include projected revenue sources such as:

- County appropriation
- Municipal contributions
- Private sector investment
- Program revenue
- Grants and sponsorships

Projected expenditures will include:

- Executive Director salary and benefits
- Marketing and communications manager salary
- Office and operational costs
- Marketing and branding
- Business retention and expansion programming
- Investor relations and outreach
- Technology and website management

The pro forma will serve as the primary financial planning tool used to secure public and private investment commitments.

#### **5. Funding Commitments**

The new economic development organization will operate using a diversified funding model.

Recommended funding sources include:

County Investment: \$115,000 – \$125,000 annually

Municipal Investment: per-capita contributions from cities and villages

Private Sector Investment: \$60,000 in Year One increasing to \$80,000 in Year Two

Program Revenue: \$30,000 – \$45,000 annually

Grant Funding: supplemental program support

This diversified model provides long-term financial sustainability and shared regional investment.

## **6. Legal Formation of the New Organization**

During the transition process the existing Sauk County Development Corporation will be dissolved and replaced by a newly formed economic development organization.

The new entity will be structured as a 501(c)(6) organization. This structure is commonly used by chambers of commerce and economic development organizations and allows stronger participation by the private sector.

Key steps include:

- Filing articles of incorporation
- Developing new bylaws
- Establishing governance and board representation
- Creating financial policies and procedures

## **7. Board Formation and Governance**

A balanced board structure will be established including representation from:

- Sauk County government
- Municipal governments
- Private sector investors
- Utilities and financial institutions
- Workforce and education partners

This governance structure ensures broad participation and accountability.

## **8. Communications Plan**

A comprehensive communications plan will support the transition.

The communications plan will include:

- Two digital updates per month
- Regular stakeholder briefings
- Earned media announcements
- Municipal engagement meetings
- Investor communications

Communications will focus on progress toward implementing the recommendations in the economic development strategy.

## **9. Recruitment of Professional Staff**

The new organization will initially hire two professional staff positions.

### Executive Director

The Executive Director will provide strategic leadership, oversee operations, manage stakeholder relationships, and lead economic development initiatives.

### Marketing and Communications Manager

This role will oversee marketing initiatives, manage digital communications, support business recruitment, and maintain communication with investors and stakeholders.

Both positions are planned to be hired in April 2027.

## **10. Role of CEDA During the Transition**

CEDA will provide interim economic development services throughout the transition period. These services include:

- Coordinating the transition process
- Supporting municipal and investor outreach
- Managing communications during the transition
- Developing the financial pro forma
- Supporting recruitment of the Executive Director

CEDA will gradually transition responsibilities to the Executive Director once hired.

## **11. Organizational Launch**

The new economic development organization will officially launch in June 2027.

By that time the organization will have:

- Secured public and private funding commitments
- Established governance and bylaws
- Developed a communications and marketing platform
- Hired professional staff
- Established operational systems

The launch will include a public announcement and stakeholder event highlighting the future vision for economic development in Sauk County.

## **12. Expected Outcomes**

The transition will result in a modern economic development organization capable of delivering coordinated business retention, expansion, entrepreneurship, workforce development, and marketing initiatives.

The organization will operate as a sustainable public/private partnership designed to strengthen Sauk County's economy and support long-term economic growth.

## Sauk County Economic Development Transition Communications Plan

Timeline: July 2026 – June 2027

Purpose: Provide consistent communication to key stakeholders including Sauk County officials, municipalities, private sector investors, and regional partners throughout the transition from the Sauk County Development Corporation to a newly formed economic development organization.

### Visual Communications Roadmap



### Communications Objectives

- Maintain transparency with elected officials, municipalities, and investors.
- Communicate measurable progress toward implementing CEDA recommendations.
- Build stakeholder confidence in the new public/private partnership model.
- Encourage municipal and private sector investment.
- Establish credibility and momentum for the new economic development organization.

### Communications Frequency

Two digital communications will be distributed each month:

1. Stakeholder Update – emailed to county board members, municipal officials, investors, and partners.
2. Public Update – website and social media update summarizing progress.

Earned media will be pursued during major milestones such as organizational formation, municipal investment commitments, private-sector partnerships, and executive director hiring.

### Monthly Communications Themes

Month	Focus	Communications Topics
July 2026	Transition Launch	Announcement of transition and overview of CEDA

		recommendations
August 2026	Public/Private Partnership	Benefits of the partnership model and examples from peer counties
September 2026	Organizational Formation	Update on dissolution of SCDC and creation of new entity
October 2026	Governance	Board development and governance framework
November 2026	Municipal Investment	Municipal participation and funding model
December 2026	Private Sector Investment	Launch of investor campaign and business leadership role
January 2027	Economic Development Strategy	BRE programs and entrepreneurship initiatives
February 2027	Workforce & Housing	Regional workforce challenges and housing discussion
March 2027	Progress Update	Year-end transition progress report
April 2027	Staffing	Executive Director recruitment and operational planning
May 2027	Program Development	Economic development services and BRE launch
June 2027	Organizational Launch	Launch of new economic development organization

### **Earned Media Strategy**

Earned media will be pursued at key transition milestones including:

- Announcement of transition process
- Formation of new economic development entity

- Municipal partnership announcements
- Private sector investment campaign
- Executive Director hiring
- Launch of the new organization

### **Key Stakeholder Audiences**

- Sauk County Board and County Administration
- Municipal elected officials and administrators
- Private sector investors and business leaders
- Chambers of commerce and business organizations
- Workforce and education partners
- Regional economic development partners
- Local media outlets and community members

### **Success Metrics**

- 24 digital communications delivered during the transition year
- 6–8 earned media placements
- Majority participation from Sauk County municipalities
- Successful recruitment of private sector investors
- Stakeholder awareness and engagement throughout transition

## **Appendix B: Contract for Professional Services**

This contract is made and entered into by Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3), hereafter "CEDA", and Sauk County, A political subdivision of the State of Wisconsin, created by statute, whose territorial boundaries are those established in Wisconsin Statutes §2.01 and interpreted according to the federal township-and-range survey system, hereafter "County", to define the terms by which CEDA shall provide technical and management expertise services to the County.

**I. Agreement scope and purpose.** The County hereby retains CEDA to perform to its benefit the services described in paragraph II and further described in the Sauk County Economic Development Transition Plan attachment, to the end of the County more effectively accomplishing:

- \* Prevention and/or combat of community and neighborhood deterioration and revitalization of deteriorated neighborhoods;
- \* Attraction and/or retention of businesses that would not, but for the assistance provided, choose to locate/remain in the area;
- \* The securing of businesses who will be required to provide jobs for unemployed and underemployed residents of the community; and
- \* The expansion of business opportunities for minority entrepreneurs and other entrepreneurs that are viable business opportunities to enhance the well-being of the community and/or for businesses who are unable to obtain financing from conventional sources

**II. Services to be provided by CEDA.** CEDA agrees to provide technical and management expertise in the form of staff and materials to the County. Staff's services, and associated materials, will be provided in order to facilitate and support the accomplishment of the County's undertakings to the ends described in the preceding paragraph. CEDA staff will be provided twice per month in person, and twice per month remotely. CEDA's staff and materials shall be made available toward efforts as outlined in the Sauk County Economic Development Transition Plan and the Sauk County Economic Development Communications Plan included as addendums to this contract.

CEDA has also submitted a Capacity Building Grant to the Wisconsin Economic Development Corporation (WEDC) that includes the scope of services outlined in this contract and the addendums referenced above as a part of the application. WEDC has provided conditional approval of the Capacity Building Grant, which includes \$25,000 for the Sauk County portion of the project. CEDA agrees that the \$25,000 from WEDC will be applied to offset the obligations of the County identified in Section III, Part A, below. The offset of \$25,000 from WEDC will result in a cost of \$7,340 to be incurred by the County. In the event WEDC does not approve the Capacity Building Grant, CEDA and the County agree to stop work and renegotiate the terms of this contract.

### **III. Obligations of the County.**

- A. The County shall reimburse CEDA for staff time provided at the rate of \$32,340 annually. The annual rate is based on a minimum of eight hours per week for 52 weeks.
- B. Materials, conferences, meetings and the like shall be paid for on a unit basis agreed to by the County in writing prior to the provision of the materials.
- C. The County shall reimburse CEDA on a quarterly basis for mileage to and from the County in an amount not to exceed \$391.68 per month.
- D. The County shall be responsible to provide payment to CEDA within 30 days of the submission of each invoice provided by CEDA.

**IV. Obligations of CEDA.**

A. CEDA is performing services as an independent contractor. Accordingly, the provision of staff by CEDA to provide technical and management expertise to the County under this Agreement neither creates a release of CEDA staff to employment at the County nor makes such staff subject to supervision by the County.

B. CEDA has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the County or to bind the County in any manner without express authorization of the Sauk County Board of Supervisors. CEDA will not represent the contrary, either expressly or implicitly, to anyone.

C. CEDA is solely responsible for payroll tax responsibilities related to each of its staff persons whose time is provided under this Agreement and shall acquire and maintain necessary insurance related to their efforts under this Agreement, including carrying workers' compensation insurance coverage at all times. CEDA shall supply the County with certification of such coverage, if requested.

D. CEDA shall be responsible to invoice the County for staff time and materials provided under this Agreement on a periodic basis, no less frequently than quarterly.

**V. Period/Termination.** The term of this Agreement is through July 1, 2026, commencing June 30, 2027. The Agreement may be terminated earlier in its term upon 30 days' written notice by CEDA to the County or by the County to CEDA. Upon termination, the County shall be liable to pay CEDA for services performed at \$32,340 per year and materials provided under this Agreement prior to and through the effective date of termination, unless otherwise specifically agreed by the parties in writing.

**VI. Construction of Agreement.** This Agreement is to be performed and construed under Wisconsin law, and supersedes any and all prior agreements and contains the entire agreement of the parties.

**SAUK COUNTY**

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATES**

By: Ron Zeigler

Its: Chief Executive Officer

Date \_\_\_\_\_

1  
2  
3 **GENERAL CODE OF SAUK COUNTY, WISCONSIN**  
4 **ORDINANCE AMENDMENT #06 - 2026**  
5

6 **Ordinance Amendment to approve a map amendment (rezoning) of lands in the**  
7 **Town of Reedsburg from an Exclusive Agriculture to an Agriculture Zoning District**  
8 **filed upon Vierbicher, applicant.**  
9

10 **Ordinance Amendment offered by the Land Resources and Extension Committee**  
11

12 **BACKGROUND:**  
13

14 Background: Grede Holdings LLC owns property in the SE ¼, NW ¼, Section 23, T12N,  
15 R4E, Town of Reedsburg, and has requested a map amendment (rezoning) of property  
16 legally described pursuant to petition 26-3 from an Exclusive Agriculture zoning district to  
17 an Agriculture zoning district. The intent of the map amendment (rezoning) is to allow for  
18 the expansion of the landfill.  
19

20 Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and  
21 amend a zoning ordinance. At a public hearing held by the Land Resources and Extension  
22 (LRE) Committee on May 26, 2026; the LRE Committee made findings pursuant to Sauk  
23 County Code of Ordinance §7.150(9) and recommended approval of the map amendment.  
24

25 Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local  
26 governmental unit that affects land use shall be consistent with the comprehensive plan.  
27 The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors  
28 in 2009, defines managing and focusing “on efficient land use patterns that promotes  
29 redevelopment of under-utilized lands. It sets limits on outward growth, incorporates  
30 permanent land preservation techniques, and achieves livable communities.” Upon  
31 evaluation of the request, the Land Resources and Extension Committee found that the  
32 rezone request to an Agriculture zoning district maintains this objective.  
33

34 **NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES**  
35 **ORDAIN AS FOLLOWS:**

36 Section 1. Any existing ordinances, codes, resolutions, or portions thereof in  
37 conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

38 Section 2. This ordinance shall take effect the day after passage and publication  
39 as required by law.

40 Section 3. If any claims, provisions or portions of this ordinance are adjudged  
41 unconstitutional or invalid by a court of competent jurisdiction, the remainder of this  
42 ordinance shall not be affected thereby.

43 Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk  
44 County, Wisconsin, is amended as follows:  
45

46 Rezone of approximately 40 acres of tax parcel 030-0820-00000 from an Exclusive  
47 Agriculture Zoning District to an Agriculture Zoning District.  
48

49 Approved for presentation to the County Board by the Land Resources and Extension  
50 Committee this 16<sup>th</sup> day of June, 2026.  
51

52 Consent Agenda Item: [ ] YES [X] NO

53

54 Fiscal Impact: [X] None [ ] Budgeted Expenditure [ ] Not Budgeted

55

56 Vote Required: Majority = \_\_\_\_\_ 2/3 Majority = \_\_\_\_\_ 3/4 Majority = \_\_\_\_\_

57

58 The County Board has the legal authority to adopt: Yes \_\_\_\_\_ No \_\_\_\_\_ as  
59 reviewed by the Corporation Counsel, \_\_\_\_\_, Date:  
60 \_\_\_\_\_

61

62

63

Offered and passage moved by:

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93


94

95

96


97


  
\_\_\_\_\_  
PETER KINSMAN, CHAIR  Aye  Nay  Abstain  Absent

  
\_\_\_\_\_  
BRIAN PEPER, VICE CHAIR  Aye  Nay  Abstain  Absent

  
\_\_\_\_\_  
BRANDON LOHR  Aye  Nay  Abstain  Absent


  
\_\_\_\_\_  
ROBERT PROSSER  Aye  Nay  Abstain  Absent

  
\_\_\_\_\_  
JEFF SEDERSTROM  Aye  Nay  Abstain  Absent

  
\_\_\_\_\_  
BERNADETTE GREENWOOD  Aye  Nay  Abstain  Absent

  
\_\_\_\_\_  
BROCK PELTON  Aye  Nay  Abstain  Absent

  
\_\_\_\_\_  
SCOTT ALEXANDER  Aye  Nay  Abstain  Absent

Fiscal Note: None. 

MIS Note: None.

RESOLUTION # 49 - 2026

**Resolution Authorizing the County Administrator to Accept a Grant for Local Projects and Enter into a Grant Agreement and Land Use Restriction Agreement with the Wisconsin Department of Administration; Amending the Land Resources and Environment Department 2026 Budget**

**Resolution offered by the Land Resources and Extension Committee and Finance, Personnel, and Insurance Committee**

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

**BACKGROUND:** The Sauk County Board of Supervisors adopted the Sauk County Farm Master Plan in March 2022 (Resolution No. 35-2022). The Plan ensures the continued management of the site's agricultural and natural resources, preservation of its historic features, and the transformation of the space into an educational resource for the communities of Sauk County. Over the next 20 years, the County Farm is envisioned to become an important educational resource for Sauk County residents of all ages and backgrounds to learn about regenerative, profitable, and resilient agricultural practices through on-site demonstrations, research and collaborative partnerships. In October 2023, the Sauk County Board of Supervisors adopted the Sauk County Farm Education Hub Development Plan as an Appendix to the 2022-2042 Sauk County Farm Property Master Plan (Resolution 82-2023). The Education Hub Development Plan is an overlaying 20-year engineered blueprint outlining the development of a future educational hub for indoor/outdoor events, programming, recreational trails, community gardens, and habitat restoration. The planning process for both plans included a significant amount of stakeholder engagement to develop, review, and refine the plan.

Sauk County has been awarded a Grant for Local Projects (Non-State Grant Program) to expand planned improvements at the Sauk County Farm. The purpose of the Non-State Grant Program is to offer funding to organizations for capital infrastructure projects that benefit the broader public. This project falls under the "Economic and Workforce Development" category which includes projects that stimulate job growth and economic prosperity in Wisconsin. This encompasses initiatives to attract new businesses, expand existing businesses, invest in tourism-related endeavors, or provide workforce training and education. The planned improvements include restoring the carriage doors and upgrading the electrical components of the historic firehouse, moving the entrance of the driveway and constructing appropriate stormwater collection basins, burying the existing power line, installing a welcome kiosk, and planting prairie and foraging tree species.


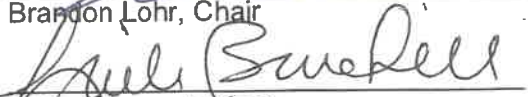
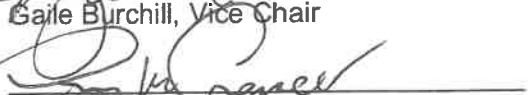




A condition of accepting the Non-State Grant funds is the placement of a Land Use Restriction Agreement (LURA) on the Sauk County Farm for a period of 20 years. The purpose of the LURA is to assist Sauk County in the implementation of the Sauk County Farm Property Master Plan and any other activity inconsistent with this purpose is prohibited. The State of Wisconsin will place the LURA on the property to ensure the continued use as a community space that will stimulate job growth and economic prosperity.

**THEREFORE, BE IT RESOLVED,** by the Sauk County Board of Supervisors, met in regular session, that the County Administrator be authorized to accept the Non-State Grant and enter into a grant agreement and land use restriction agreement with the Wisconsin Department of Administration.



103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137

**Finance, Personnel and Insurance Committee**

 _____ Brandon Lohr, Chair	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 _____ Gaile Burchill, Vice Chair	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 _____ Terry Spencer, Secretary	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
_____ Jim Cliff	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent
 _____ Mark Waldon	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 _____ Sam Pocerfish	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 _____ Timothy McCumber	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
 _____ Ray Ring	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
_____ Aaron Evert	<input type="checkbox"/> Aye	<input type="checkbox"/> Nay	<input type="checkbox"/> Abstain	<input checked="" type="checkbox"/> Absent

Fiscal Note: The grant award is \$157,500 and is not included in the 2026 LRE budget. The required funding match for the developments at the Sauk County Farm is included in the 2026 capital improvement plan budget and consists of \$110,000 in carryforward and \$90,000 in general fund. DB

MIS Note: No information systems impact.

# GRANT AGREEMENT

Between the

State of Wisconsin  
Department of Administration

and

County of Sauk

THIS GRANT AGREEMENT is made and entered into by and between the Department of Administration, State of Wisconsin ("Grantor") and County of Sauk ("Grantee").

**WHEREAS**, the Legislature has authorized the Wisconsin State Building Commission ("Commission") to award a grant in the amount of (\$157,500) to aid in the carrying out of the Sauk County Farm Property Master Plan (the "Project");

**WHEREAS**, the statutes provide that the state funding commitment for the Project shall be in the form of a grant to Grantee;

**WHEREAS**, the statutes provide that the state funding commitment to develop the Project shall not be released by the Commission to Grantee until the Commission has determined that Grantee has secured additional funding for the project from non-state revenue sources equal to at least half of the total cost of the Project;

**WHEREAS**, the Commission, at its meeting on May 13, 2026, determined that Grantee has met all the conditions set forth by the Legislature and authorized Grantor to release funds to Grantee for the construction of the Project in Sauk County, in the amount of \$157,500 from the appropriation account under section 20.867 (3) (m) of the statutes, as a grant to Grantee.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. Grantor shall make payments to Grantee in the total amount of \$157,500, as reimbursement of construction expenses incurred by Grantee in connection with the Project. Grantor shall disburse the grant as a payment based on a requisition (Form of requisition attached as Exhibit A).
2. Grantee has provided information to Grantor showing that they have secured additional funding commitments in an amount that is at least half of the approximately \$ 315,000 project cost from non-state revenue sources, the non-state revenue sources are reasonable and available and the total funding commitments of the state and the non-state sources will permit Grantee to satisfy the payments to aid in the construction of the Project. Grantee shall

provide such additional information as may be required by the Grantor from time-to-time to show its compliance with the requirement of this paragraph.

3. The Project is located in Sauk County (The "Property"). The legal description of the Property is attached hereto as Exhibit B.
4. Other than payment of the \$157,500 in grant funds, the State of Wisconsin and its agencies, officers and employees will have no obligation regarding the facility. Therefore, Grantee hereby agrees to indemnify, hold harmless and defend the State of Wisconsin and its agencies, officers and employees against any financial obligation or liability regarding the construction of the Project, including, but not limited to, injury to any person or property or environmental hazards which may be encountered in the construction, maintenance and management of the facility. Grantee shall maintain full replacement cost coverage for the facility and upon loss or destruction of the facility shall repair or rebuild the facility within three (3) years from the date of loss or repay to Grantor the amount of the Grant. The form of this replacement cost coverage shall be satisfactory to the Grantor.
5. Pursuant to 2023 Wisconsin Act 19 (Act authorizing grant), Grantee is required to sign the attached Use Restriction Agreement. Grantee hereby accepts a use restriction over the Property for a period of twenty (20) years hereof or until such time that the person charged with the administration of the grant determines that the purpose of the grant has been satisfied. The use restriction shall be of the nature and character and to the extent and on the terms and conditions set forth therein.
6. Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation, or national origin. This provision shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by Grantee setting forth the provisions of the nondiscrimination clause. An Affirmative Action Plan is required from any Grantee who receives an award from the Grantor in excess of Fifty Thousand (\$50,000.00) Dollars and who has a workforce of fifty (50) or more employees as of the Grant date. Grantee shall include these provisions in any subcontract associated with this Grant.
7. Grantee shall establish a record keeping system, which assures that Grantee is in compliance with this Agreement. The system shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Grantor. Records must be maintained after the date of this agreement for a period of not less than five (5) years.

The minimum acceptable records for administrative purposes of this Agreement consist of invoices for allowable construction costs, materials and equipment and construction services and professional, architectural and engineering fees.

Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other agreements, projects and programs. Documents related to this Agreement shall be made available for review by Grantor during normal business hours. Grantor shall have access to all records related to this agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, Grantee shall provide copies in such form as may be requested by Grantor. This provision shall also apply in the event of termination of this Agreement.

8. If the facility that is constructed with funds from the Grant is not used for the purpose identified in this agreement at the completion of construction, Grantor shall retain an ownership interest in the facility equal to the amount of the state's grant.
9. This Grant Agreement may be recorded in the Office of the Register of Deeds, **Sauk** County.

GRANTOR:

GRANTEE:

**THE STATE OF WISCONSIN**

**County of Sauk**

By: \_\_\_\_\_

By: \_\_\_\_\_

Naomi De Mers

Name: Lisa Wilson

Secretary  
Wisconsin State Building Commission

Title: County Administrator

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

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

EXHIBIT A

State of Wisconsin Capital Finance Office  
Attn: Capital Finance Director  
101 East Wilson Street, 10<sup>th</sup> Floor  
P.O. Box 7864  
Madison, WI 53707

To Whom It May Concern:

Requisition Date: \_\_\_\_\_ Requisition Number \_\_\_\_\_

Requisition of Construction Grant Funds

[INSERT NAME OF GRANTEE]

On behalf of \_\_\_\_\_, a draw on available grant funds for the above project is hereby requested. The invoice(s), closing documents, or other materials evidencing payment of costs and expenses for which reimbursement is requested are listed and attached separately. This grant draw is to reimburse construction invoice(s) at the \_\_\_\_\_ paid by \_\_\_\_\_. The calculation of the amount of grant available and this draw is as follows:

1. Total Amount of Grant:	\$ _____	
2. Total of Previous Grant Draws		0.00
3. Remaining Grant Available:	\$ _____	
4. Total Costs/Expenses Submitted		\$0.00
5. Grant Draw		\$0.00
6. Cumulative total of Grant Draws (line 2 plus line 5)		\$0.00
7. Remaining Grant Available (line 1 minus line 6)	\$ _____	

On behalf of \_\_\_\_\_ I hereby certify that the materials submitted with this letter are true and correct copies of documents evidencing payments made by \_\_\_\_\_ and the amounts requested for payment under this Requisition are due to \_\_\_\_\_.

Sincerely,

[INSERT NAME OF GRANTEE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT B

**Legal Description of the Property**

S 34-12-4 NE NW EXC CSM #5877 39.71A M/L

# USE RESTRICTION AGREEMENT

Between the

State of Wisconsin  
Department of Administration

And

County of Sauk

THIS USE RESTRICTION EASEMENT ("Agreement") is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between County of Sauk ("Grantor") and THE STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION ("Grantee").

## WITNESSETH:

WHEREAS, Grantor is a nonstate organization; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property (the "Property") located in Sauk County, Wisconsin, and more particularly described on Exhibit A hereto;

WHEREAS, the Wisconsin State Building Commission has provided financial support for the development of the Sauk County Farm Property Master Plan in Sauk County (the "Project");

WHEREAS, on May 13, 2026, the State of Wisconsin Building Commission authorized \$157,500 to aid Grantor in the construction of the Project, with state funding support to be in the form of a grant, and determined that Grantor has secured sufficient additional funding from non-state donations for the Project;

WHEREAS, if the facility that is constructed with funds from the grant, and/or the equipment that is purchased, is not used for the purpose of the Project, the Legislature requires Grantee to retain an ownership interest in the facility equal to the amount of the state's grant;

NOW, THEREFORE, in consideration of the Grant, the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

Recording Area

Name and return address:

Nathan Judnic, Legal Counsel  
Department of Administration  
101 East Wilson Street  
Madison, WI 53707-7970

PIN: 030-1085-00000

1. Grant; Purpose. Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby accepts, a use restriction easement over the Property for a period of Twenty (20) years from the effective date hereof (the "**Term**"), which use restriction easement shall be of the nature and character and to the extent and on the terms and conditions set forth herein. It is the purpose of this Agreement to assist Grantor in the construction of the Project.

2. Restrictions. In furtherance of the foregoing, Grantor covenants, on behalf of itself and its successors and assigns, which covenants shall run with and bind the Property during the Term, that the Property and the Project will be primarily used to for the purpose described herein and that any activity on or use of the Property inconsistent with such primary use and the purpose of this Agreement is prohibited.

3. Reserved Rights. Grantor hereby reserves to itself and its successors and assigns, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited by or inconsistent with the purpose of this Agreement.

4. Rights of Grantee. To accomplish the purpose of this Agreement, the following rights are hereby granted to the Grantee:

(a) Grantee shall have the right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Agreement, as provided in Paragraph 5 hereof, provided that (except in cases where Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Agreement that would significantly impair the public purposes to be served by this Agreement) such entry shall be upon prior reasonable notice in writing to Grantor.

(a) Grantee shall have the right to prevent any activity on or use of the Property that is inconsistent with the purpose and terms of this Agreement, as provided in Paragraph 5 hereof.

5. Grantee's Remedies.

(a) Acquisition of Ownership Interest. If Grantee determines that a violation of Paragraph 2 of this Agreement has occurred or is threatened, then it shall give written notice to Grantor of the same, and Grantor shall have a thirty (30) day period after the receipt of such notice in which to cure such violation or, if such violation cannot be cured within such thirty (30) day period, then Grantor shall commence diligent efforts to pursue cure of such violation. If Grantor fails to either cure such a violation or commence and continue such diligent efforts to pursue a cure of such violation within thirty (30) days after receipt of notice to do so from Grantee, or if Grantor thereafter fails to diligently pursue such cure and to cure such violation within one hundred eighty (180) days, then Grantee shall deliver written notice to Grantor, and Grantor, within ten (10) days after delivery of such written notice, shall deliver to Grantee a deed in substantially the form attached hereto as Exhibit B, transferring an ownership interest in the facility constructed on the Property equal to the amount of the state's grant to Grantor.

(b) Injunctive Relief. Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such violation.

(c) Scope of Relief. Grantee's rights under this Paragraph 5 apply equally in the event of either actual or threatened violations of the terms of this Agreement. Grantor agrees that Grantee shall be entitled to the injunctive relief described in Paragraph 5(b) hereof, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Agreement. The remedies described in this Paragraph 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(d) Costs of Enforcement. All reasonable costs incurred by Grantee in successfully enforcing the terms of this Agreement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in such a judicial action, then Grantee shall pay Grantor's costs and expenses relating thereto.

(e) Forbearance. Forbearance by Grantee in exercising its rights under this Agreement in the event of any breach of any term of this Agreement by Grantor shall not be deemed or construed to be a waiver by Grantee of such breach or of any subsequent breach of the same or any other term of this Agreement or of any of Grantee's rights under this Agreement. No delay or omission in the exercise by Grantee of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(f) Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

(g) Acts Beyond Grantor's Control. Notwithstanding anything to the contrary contained in this Agreement, Grantee shall not be entitled to bring any action against Grantor for any change in use of the Property resulting from causes beyond Grantor's reasonable control, including, without limitation, fire, flood, storm, and earth movement; or from any action or inaction by Grantor in order to comply with local, state, or federal laws or regulations.

6. No Public Access. No right of access by the general public to any portion of the Property is granted by this Agreement.

7. Costs, Liabilities, Taxes, and Environmental Compliance.

(a) Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of liability insurance coverage in the minimum amount of \$1,000,000 (adjusted from time to time by the percentage change from the date hereof in the Consumer Price Index – All Urban Consumers, All Items, 1982-84 = 100, or if such index is no longer published, then

a similar generally accepted index of price inflation). Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Agreement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

(b) Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Agreement, and shall furnish Grantee with satisfactory evidence of payment upon request.

(c) Representations and Warranties. Grantor represents and warrants that, to the best knowledge of Grantor, there is no pending or threatened litigation in any way affecting, involving, or relating to the Property and no civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor believes would form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

(d) Control. Nothing in this Agreement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

#### 8. Extinguishment; Condemnation.

(a) Extinguishment. If circumstances arise in the future that render the purpose of this Agreement impossible to accomplish, then this Agreement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the original amount of the Grant.

(b) Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in-lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Agreement, in whole or in part, then Grantor and Grantee shall act jointly to recover the full value of Grantor's interest in the Property subject to the taking or in-lieu purchase and all direct or incidental damages resulting therefrom (the "Award"), from which Award Grantee shall be entitled to collect an amount equal to the original amount of the Grant, plus reasonable interest

calculated from the date hereof, and any expenses reasonably incurred by Grantee in connection with the taking or in-lieu purchase; provided, however, that if the Award is less than such original Grant amount plus such reasonable interest, then Grantee shall be entitled to recover its pro rata share of the Award.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any such interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph 9 shall not impair the validity of this Agreement or limit its enforceability in any way.

10. Estoppel Certificates. Grantee shall within thirty (30) days after its receipt of a written request by Grantor therefor, execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor's compliance with any obligations of Grantor contained in this Agreement. Such certification shall be limited to the use being made of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within twenty (20) days after its receipt of Grantor's written request therefor and shall execute and deliver the requested certificate within ten (10) days after such inspection.

11. Termination. This Agreement shall terminate twenty (20) years from the effective date written above (the "Termination Date"). If at any time after the Termination Date Grantee receives a request from Grantor to record a notice of termination in the office of the Register of Deeds for Sauk County, Wisconsin, Grantee shall comply with the request within ten (10) business days of receipt of the request, and shall deliver a copy of such notice of termination to Grantor. In the event that the person charged with the administration of this Agreement on behalf of Grantee (e.g., the Secretary of the Department of Administration) determines that the purposes to be served by the Grant have been satisfied, Grantee may terminate this Agreement and its rights hereunder at any time by recording a notice of termination in the office of the Register of Deeds for Sauk County, Wisconsin. Grantee shall deliver a copy of such notice of termination to Grantor.

12. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed as follows:

If to Grantor:

County of Sauk  
Land Resources and Environment Department  
Attention: Melissa Schlupp  
505 Broadway  
Baraboo, WI 53913

If to Grantee: State of Wisconsin

Wisconsin Department of Administration  
101 East Wilson Street, 10<sup>th</sup> Floor  
Madison, WI 53702  
Attention: Chief Legal Counsel

or to such other address or by such other means of common communication as either party from time to time may designate by written notice to the other.

13. Recording. Grantee shall record this Agreement in the office of the Register of Deeds for Sauk County, Wisconsin, and may re-record it at any time as may be required to preserve its rights under this Agreement.

14. General Provisions.

(a) Controlling Law. The interpretation and performance of this Agreement shall be governed by the internal laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to effect the primary purpose of this Agreement and the public purposes to be served by the making of the Grant. If any provision in this Agreement is found to be ambiguous, then an interpretation consistent with the primary purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to such matters, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property during the Term.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Agreement terminate upon transfer of that party's interest in this Agreement (as to Grantee) or the Property (as to Grantor), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this Agreement have been inserted solely for convenience of reference and shall have no effect upon its construction or interpretation.

(i) Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may jointly amend this Agreement by a written instrument recorded in the office of the Register of Deeds for Sauk County, provided that any such amendment shall not diminish the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and delivered the same as of the day and year first above written.

*[Signatures on next page]*

GRANTOR:

GRANTEE:

THE STATE OF WISCONSIN

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lisa Wilson

Naomi De Mers

Title: County Administrator

Secretary, Wisconsin State Building Commission

**ACKNOWLEDGEMENT**

State of Wisconsin  
County of Dane

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Naomi De Mers as the Secretary of the Wisconsin State Building Commission.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Wisconsin  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_. 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, Wisconsin  
My Commission (expires) (is) \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**

**S 34-12-4 NE NW EXC CSM #5877 39.71A M/L**

**EXHIBIT B**

**Form of Deed**

See Attached

State Bar of Wisconsin Form 1-2003  
**WARRANTY DEED**

Document Number

Document Name

**THIS DEED**, made between \_\_\_\_\_  
\_\_\_\_\_ (“Grantor,” whether one or more),  
and STATE OF WISCONSIN \_\_\_\_\_  
\_\_\_\_\_ (“Grantee,” whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real property, together with rents, profits, fixtures and other appurtenant interests, in \_\_\_\_\_ County, State of Wisconsin (“Property”) (if more space is needed, please attach addendum):

See attached addendum

Recording Area

Name and Return Address

[name], Legal Counsel  
WI Department of Administration  
P.O. Box 7864  
Madison, WI 57707

Parcel Identification Number (PIN)  
This is not \_\_\_\_\_ homestead property.  
(is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes in the year of recording.

Dated \_\_\_\_\_.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**AUTHENTICATION**

Signature(s) \_\_\_\_\_  
\_\_\_\_\_  
authenticated on \_\_\_\_\_

\* \_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
\_\_\_\_\_) ss.  
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_,  
the above-named \_\_\_\_\_  
\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

STATE BAR OF WISCONSIN  
FORM NO. 1-2003

\* Type name below signatures.