

Agenda

NAME: **Sauk County Board of Supervisors - Regular Meeting**
DATE: Tuesday, August 21, 2012
TIME: 6:00 p.m.
PLACE: West Square Building, 505 Broadway, Room #326, Baraboo, Wisconsin

Special Meetings:

5:15 p.m., **Law Enforcement Committee** in the EMBS Meeting Room to consider:

1. Discussion of 2013 Budget.

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

1. Approval of County vouchers.

Regular Sauk County Board of Supervisors Meeting

1. Call to order regular meeting.
2. Roll call.
3. Certify compliance with Open Meeting Law.
4. Invocation and pledge of allegiance.
5. Adoption of agenda.
6. Approval of minutes of previous meeting.
7. Scheduled appearances:
 - o Carter Arndt, MSA Project Architect
(Chairperson Requests This Appearance Take Place After Resolution # 76-12 Is Introduced)
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:
10. Bills & referrals.
11. Claims.
12. Appointments.
13. Unfinished Business.
14. Reports - informational, no action required:
 - o Rebecca A. DeMars, Sauk County Clerk: Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
 - o **Petition 10-2012, Applicant:** John Gingerich; **Project Location:** Township of Ironton; **Current Zoning:** Exclusive Agricultural; **Proposed Zoning:** Commercial/ Agriculture. (PAGES 5 -10)
 - o **Petition 11-2012, Applicant:** Sauk County Conservation, Planning & Zoning; **Project Location:** Sauk County; **Current Zoning:** N/A; **Proposed Zoning:** Zoning Text Change, Chapter 7 Sauk County Zoning Ordinance (PAGES 11 -13)
 - o Kerry Beghin, Controller – 2nd Quarter Financial Report (PAGES 14 - 20)
 - o Supervisor Fordham, Vice-Chair, Executive & Legislative Committee
 - o Marty Krueger, County Board Chair
 - o Presentation: WACEC "Years Of Service" Awards To Supervisor Judy Ashford & Supervisor Donna Stehling
 - o Recognition Of Other Supervisors On State/Regional Committees & Boards
 - o WCA Resolutions Committee
 - o Board of Adjustment
 - o ICC (Inter-County Coordinating Committee)
 - o Economic Development Committee: Hwy. 12/BD Processes

- UW-Baraboo/Sauk County Residence Hall RFPQ
- Hilbert Communications
- Kathryn Schauf, Administrative Coordinator
 - CDBG
 - Clark Creek

15. Consent Agenda:

<u>Page #</u>	<u>COMMITTEE:</u>
	Health Care Center Board Of Trustees:
21	Resolution 66 - 2012 Commending Anna Post for 18+ Years of Faithful Service To the People of Sauk County.
22	Resolution 67 - 2012 Commending Richard Schulze for 21 Years of Faithful Service To the People of Sauk County.

16. Resolutions & Ordinances:

<u>Page #</u>	<u>COMMITTEE:</u>
	CONSERVATION, PLANNING AND ZONING:
23-27	Ordinance 12 - 2012 Amending Chapter 7, Sauk County Zoning Ordinance To Clarify Warehousing As A Special Exception In The Commercial Zoning Districts.
28-29	Resolution 68 - 2012 Authorizing Acquisition Of Certain Real Property For The Clark Creek Watershed Project.
	EXECUTIVE & LEGISLATIVE:
30	Resolution 69 - 2012 Authorizing the Purchase of a Replacement Copier for the District Attorney's Office.
	HIGHWAY & PARKS:
31-32	Resolution 70 - 2012 Request to Accept Proposal For Four (4) 80,000 GVW Quad-axle Trucks From Badger Truck Center, Madison, Wisconsin.
	LAW ENFORCEMENT & JUDICIARY & EXECUTIVE & LEGISLATIVE:
33-34	Resolution 71 - 2012 Requesting The State Establishment Of 0.5 FTE Assistant District Attorney Position.
	PROPERTY & INSURANCE:
35-36	Resolution 72 - 2012 Accepting Bids On Tax-Delinquent Real Estate Acquired By Sauk County.
37-40	Resolution 73 - 2012 Accepting The Offer Of The Village Of Prairie Du Sac To Purchase Certain Real Property In The Village Located At 640/644 Water Street And Authorizing Issuance Of A Quit Claim Deed Conveying Said Property To The Village.
41	Resolution 74 -2012 Authorization To Contract With Vugate Inc.To Complete Upgrades To The Video System.
42	Resolution 75 - 2012 Authorization To Contract With Pointon Heating And Air Conditioning Inc. To Complete An Emergency Replacement Of The Condenser Unit On The Original Huber Facility Area.

- 43-44 Resolution 76 - 2012 Authorization To Contract With MSA Professional Services For Architectural And Engineering Services.
- 45-55 Resolution 77 - 2012 Approving Building Space Lease In The West Square Administration Building With The Madison Area Technical College. *(Lease Attached)*
- 56-66 Resolution 78 - 2012 Approving Building Space Lease In The West Square Administration Building With The Workforce Development Board Of South Central Wisconsin. *(Lease Attached)*
- 67-82 Resolution 79 - 2012 Approving Building Space Lease In The West Square Administration Building With The Department Of Workforce Development. *(Typical State Lease Attached)*

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: August 16, 2012.

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

s:/admin/agdraft.doc

Save as: s:/admin/CoBdAgendas/2012/clybdagendaAUGUST212012.doc

Petition # 10 - 2012

2012 DEVELOPMENT APPLICATION
Sauk County Conservation, Planning and Zoning
505 Broadway Street - Sauk County West Square Building
Baraboo, Wisconsin 53913
(608) 355-3245

RECEIVED

JUL 18 2012

SAUK COUNTY CLERK
BARABOO, WISCONSIN

Instructions:

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

ZONING:

CURRENT

EA

PROPOSED

Comm / Ag

NAME OF SUBDIVISION (if applicable)

NA

PROJECT

LOCATION

Section 9 - 12 - 3

TOWNSHIP

Ironton

PROPERTY

OWNER

John Dingerich

APPLICANT

PHONE

NUMBER

608-415-0703

MAILING

ADDRESS

E 3555 Thomas Rd
LaValle, WI 53941

SIGNATURE OF APPLICANT

John Dingerich

DATE

2-3-12

Fee Paid

500.00

Receipt #

54288

(Credit Account # 10063-444240)

c:

Corporation Counsel's Office

Planning and Zoning Office

County Clerk - For reporting at the next County Board of Supervisors meeting Y/N

County Supervisor

Johnson

TYPE OF APPLICATION AND INFORMATION REQUIREMENTS (continue for explanation)

2

Type of Application Fee Required	Project Facts (Please see Page 3)	Site/Plot Plan or Survey/Plat	Other Information (As required)
Subdivision / Plat Review / Development Plan / PUD \$300 plus \$20/lot	Yes	Preliminary Plat-6 copies Final Plat-11 copies Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement* Architectural Drawings** Other information in Chapter 22 County Code
Rezoning \$500	Yes	Site/Plot Plan 1 reproducible copy	Aerial Photo of Site# Utilities statement*
Zoning Text Change \$500	No	No	**

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

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

** Other items which the staff may require.

APPLICATION DEADLINE

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

Meeting Date	Deadline to Department
January 24, 2012	December 26, 2011
February 28, 2012	January 23, 2012
March 27, 2012	February 27, 2012
April 24, 2012	March 26, 2012
May 22, 2012	April 23, 2012
June 14, 2012	May 21, 2012
July 24, 2012	June 25, 2012
August 28, 2012	July 23, 2012
September 25, 2012	August 27, 2012
October 23, 2012	September 24, 2012
November 27, 2012	October 22, 2012
December 18, 2012	November 26, 2012

APPLICATION FEE

Submit the appropriate application fee indicated above. Make checks payable to Conservation, Planning & Zoning.

PROJECT FACTS

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

Name of Subdivision (if applicable) NA

Total Site Area (Acres) 4.82 (+/-) (Square Feet)

	<u>Existing zoning</u>	<u>Existing land use</u>
Subject Area	<u>EA/Am</u>	<u>SFR/Shed</u>
North	<u>Village of Ironton</u>	<u>SFR</u>
South	<u>EA</u>	<u>Woods / Field</u>
East	<u>Ag</u>	<u>SFR</u>
West	<u>EA</u>	<u>Woods / Field</u>

JUSTIFICATION STATEMENT

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

1. General description of the request.

Re Zoning for Greenhouse Use
Expansion for future use
- greenhouse / sale of items not produced on site
- Construct a wood working shop

2. Related background information on the project and site.

12 year
Owner resides on-site - has an existing greenhouse / garden center
operation. wishes to start a wood working business.

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

4

SITE/PLOT PLAN

Submit the following plan(s):

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

SURVEY/PLAT

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

OTHER INFORMATION

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

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

SAUK COUNTY PLANNING AND ZONING
OWNER'S CONSENT FORM

5

John Gingrich _____, the sole owner of record of the
Owner's Name

property legally described as:

See attached

states that he/she has thoroughly examined and is familiar with the application submitted to Sauk County Office of
Planning and Zoning submitted by John Gingrich _____, on behalf
Agent/Representative
of John Gingrich _____ and expressly consents to the use of the
Applicant/Owner's Name
subject property for the purpose Rezone _____ described in the
Type of Request

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

By John Gingrich _____
Owner's Name

PLAT OF SURVEY

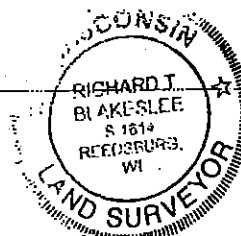
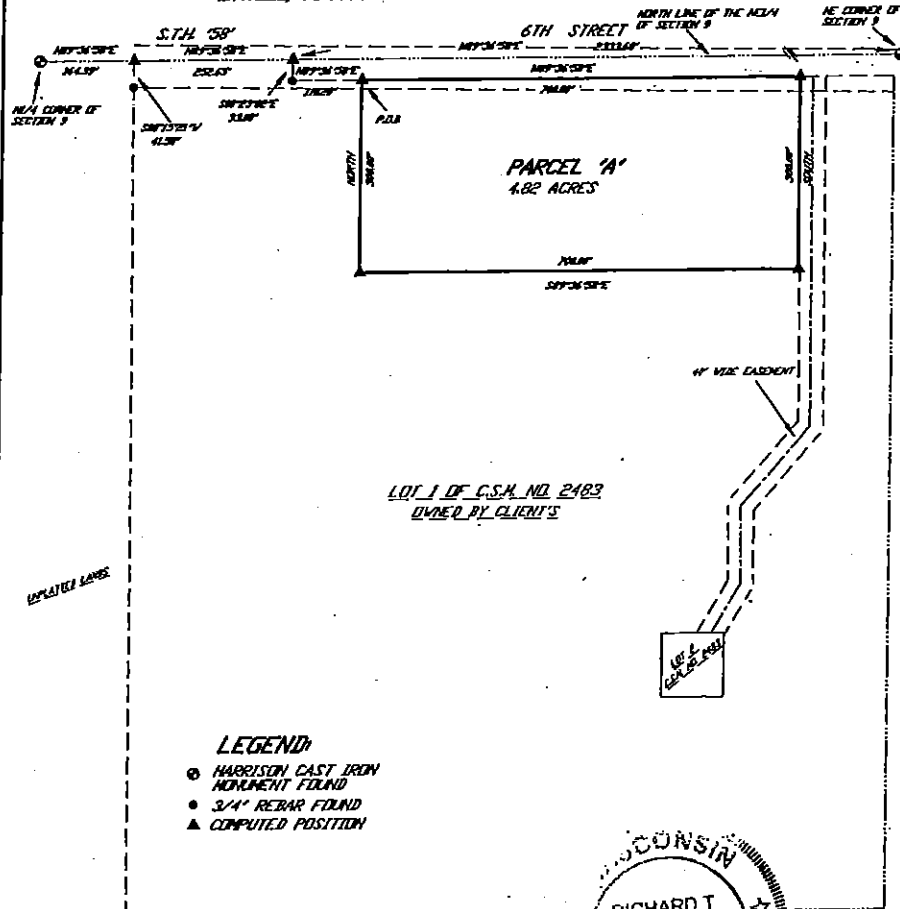
A SURVEY TO RE-ZONE PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 2483, LOCATED IN THE NW1/4-NE1/4 OF SECTION 9, T12N, R3E, TOWN OF IRONTON, SAUK COUNTY, WISCONSIN.

OWNER'S:
ANDIS & FARRIE CHRISTNER
E3555 THOMAS ROAD
LAVALLE, WI 53941

CLIENT:
JOHN D. GINGERICH
E3555 THOMAS ROAD
LAVALLE, WI 53941



BEARINGS ARE REFERENCED TO THE NORTH
NORTH LINE OF THE FRACTIONAL NE1/4
OF SECTION 9, RECORDED IN C.S.M. NO. 2483
AS BEARING 189°36'30"E.



BLAKESLEE LAND SURVEYING
1228 EAST MAIN STREET
REEDSBURG, WI 53959
(808) 524-0402
JULY 12, 2012
DRAFTED BY J. MURPHY / CHECKED BY R. BLAKESLEE

SURVEYOR'S CERTIFICATE

I, RICHARD J. BLAKESLEE, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED A PARCEL OF LAND LOCATED IN THE TOWN OF IRONTON, AND THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

07-12-2012
DATE

Richard J. Blakeslee
RICHARD J. BLAKESLEE
REGISTERED LAND SURVEYOR S-1614

2011 DEVELOPMENT APPLICATION
Sauk County Office of Planning and Zoning
505 Broadway Street - Sauk County West Square Building
Baraboo, Wisconsin 53913
(608) 355-3285

Petition # 11-2012

RECEIVED

JUL 18 2012

SAUK COUNTY CLERK
BARABOO, WISCONSIN

Instructions:

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

TYPE OF APPLICATION: (Please circle one or more)

Subdivision Plat

Rezoning

Development Plan

Zoning Text Change

ZONING: N/A

NAME OF SUBDIVISION (if applicable) _____

PROJECT

LOCATION Sauk County

TOWNSHIP _____

PROPERTY

OWNER _____

APPLICANT Sauk County Planning & Zoning

PHONE

NUMBER 608-355-3285

MAILING

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

SIGNATURE OF APPLICANT Brentt P. Michalek

DATE 7/18/12

Fee Paid N/A

Receipt # — (Credit Account # 10063-444240)

c: Corporation Counsel's Office
Planning and Zoning Office
County Clerk - For reporting at the next County Board of Supervisors meeting ON
County Supervisor ALL

Zoning Text Change, Chapter 7 Sauk County Zoning

JUSTIFICATION STATEMENT

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

1. General description of the request.

An amendment to Chapter 7 Sauk County Zoning Ordinance for clarification of special exception language for warehousing, in the following zoning districts: Commercial District.

Past zoning cases before the Conservation, Planning, and Zoning Committee, the Board of Supervisors, and the Board of Adjustment has reviewed warehousing to mean self-service storage facility and/or mini-warehousing and the like. This amendment request brings further clarification to this already accepted interpretation that warehousing is the same use as self-service storage facility/mini-warehousing.

2. Related background information on the project and site.

Chapter 7 is the current Sauk County Zoning ordinance that governs land uses within the rurally zoned areas of the county. In Chapter 7, 7.09 Commercial District (2) b. 15. Warehousing is proposed to be changed to (15. Warehousing, Self-service Storage Facility, or Mini-warehousing). To further clarify the county's intent for these uses.

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

This is clarification is based on the historic interpretation of this type of use.

SITE/PLOT PLAN

Submit the following plan(s):

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

SURVEY/PLAT

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

OTHER INFORMATION

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

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

SAUK COUNTY CONSERVATION PLANNING AND ZONING

OWNER'S CONSENT FORM

_____, N/A, the sole owner of record of the
Owner's Name

property legally described as:

NONE - Zoning Ordinance Amendment

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

of _____ Conservation, Planning, and Zoning Office _____ and expressly consents to the use of the
Applicant/Owner's Name

subject property for the purpose Zoning Text Change described in the
Type of Request

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

By _____ N/A
Owner's Name



Accounting Department

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

PHONE: 608/355-3237
FAX: 608/355-3522
E-Mail: kbeghin@co.sauk.wi.us

To: Sauk County Board of Supervisors
Date: August 6, 2012
About: June 2012 2nd Quarter Financial Report – 50.00% of Year

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

Revenues

Revenues tend to be more cyclical in nature than expenses. Many of Sauk County's grants and aids, the largest revenue source after property tax levy, are paid on a reimbursement basis. Many grant dollars received in January and February are for prior year services, and are allocated back to 2011. Other grants not yet received include: 2008 flood aid (\$1,340,000), state transportation aids (\$997,000), state shared revenues (\$713,000), the federal Economic Development Authority grant fiber optics extension (\$637,000, which is also not yet spent), various conservation grants (\$643,000), and housing rehabilitation aid (\$445,000).

Overall, 38.20% of annual revenues have been recognized through June. The following chart is in order of budgeted magnitude of dollars, and excludes both property taxes which are recorded 1/12th every month, and transfers between Sauk County funds which have an equal offsetting expense. Note that sales tax (discussed in more detail later) lags by one month.

Revenues	2012 Annual Budget	Actual through June 2012	Favorable / (Unfavorable)	% of Budget
Grants & Aids	17,479,391	4,834,093	(12,645,298)	27.66%
User Fees	8,837,426	4,297,618	(4,539,808)	48.63%
Sales Tax	6,852,601	2,599,877	(4,252,724)	37.94%
Intergovernmental Charges	6,612,802	3,035,826	(3,576,976)	45.91%
Other Taxes	772,650	514,884	(257,766)	66.64%
Fines, Forfeitures & Penalties	689,500	351,787	(337,713)	51.02%
Licenses & Permits	291,365	150,745	(140,620)	51.74%
Rent	218,114	123,779	(94,335)	56.75%
Interest	138,320	61,247	(77,073)	44.28%
Donations	132,500	34,313	(98,187)	25.90%
Miscellaneous	131,415	100,395	(31,020)	76.40%
Total	42,156,084	16,104,564	(26,051,520)	38.20%

Property taxes are due on January 31 and are collected by local treasurers through that date. After January 31, all collections become the responsibility of the County. By August 15, Sauk County must make full payment to all the other taxing jurisdictions without regard to what has been collected. Outstanding taxes as of July 31, 2012 follow. This means uncollected delinquent taxes due to Sauk County equal \$14,598,289. Of this total, about 25% (or \$3,585,000) was originally levied to fund County operations. The remaining 75% was originally levied by schools and other local governments. The second installment of the 2011 levy, collected 2012 was due July 31, 2012.

Levy Year	Collection Year	County Tax Rate	County Levy	County-Wide Levy	Uncollected Taxes as of July 31, 2012	Percent of County-Wide Levy Collected
2011	2012	\$4.54	28,531,297	121,315,933	12,128,486	90.00%
2010	2011	\$4.42	28,531,297	122,553,732	1,582,099	98.71%
2009	2010	\$4.34	28,659,120	115,574,314	743,191	99.36%
2008	2009	\$4.18	27,714,671	111,860,501	129,113	99.88%
2007	2008	\$4.06	25,805,357	102,211,966	12,082	99.99%
2006	2007	\$4.13	24,802,350	97,232,872	3,180	100.00%
2005	2006	\$4.39	23,884,930	94,527,243	138	100.00%
					14,598,289	
Uncollected Taxes as of July 31, 2011					14,671,384	

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

Sales Tax Payment Month	Sales Tax Sales Month	2007	2008	2009	2010	2011	2012	Avg 2006-2011 Cumulative % of Year	Actual 2012 Cumulative % of Budget
								6.65%	6.35%
March	January	427,012.08	497,959.79	466,080.10	503,592.58	466,343.03	435,158.73	13.68%	12.91%
April	February	467,086.40	440,630.56	451,861.42	525,719.94	479,794.31	449,639.66	21.22%	22.27%
May	March	578,124.33	589,428.08	543,909.32	497,682.15	500,584.18	641,470.31	29.06%	30.85%
June	April	559,399.19	508,989.20	542,094.79	556,632.03	628,589.56	587,498.00	37.23%	37.94%
July	May	542,694.08	614,333.50	614,770.21	590,376.04	564,720.52	486,110.02	47.30%	
August	June	744,360.29	790,042.91	612,591.97	661,728.04	735,164.71		59.33%	
September	July	759,561.91	788,854.53	872,504.39	930,470.23	891,757.28		69.60%	
October	August	802,476.13	849,137.52	671,478.67	742,700.59	678,283.24		78.59%	
November	September	647,566.21	598,392.51	529,000.33	608,400.34	604,863.86		85.76%	
December	October	430,266.88	474,902.16	496,002.65	515,568.39	557,606.98		92.43%	
January	November	469,094.72	556,097.80	444,099.69	472,358.91	425,286.44		100.00%	
February	December	547,846.13	474,704.21	412,033.15	537,727.39	607,925.15			
Sales Tax Collected		6,975,488.35	7,183,472.77	6,656,426.69	7,142,956.63	7,140,919.26	2,599,876.72		

Expenditures

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

Overall, 40.37% of annual expenditures have been recognized through June. The following chart is in order of budgeted magnitude of dollars, and excludes both debt service and transfers between Sauk County funds which have equal offsetting revenues.

Expenditures	Budget	Actual	Favorable / (Unfavorable)	% of Budget
Supplies & Services	31,351,376	11,265,782	20,085,594	35.93%
Wages & Salaries	27,005,303	12,421,798	14,583,505	46.00%
Labor Benefits	11,234,366	5,147,448	6,086,918	45.82%
Capital Outlay	4,391,678	1,030,058	3,361,620	23.45%
Total	73,982,723	29,865,087	44,117,636	40.37%

Current Sauk County 2012 Financial Position

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

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

Selected Line Items as of June 30, 2012	2009 Total for Year	2010 Total for Year	2011 Total for Year	2012 Annual Budget	Actual through June 2012	Avg 2008- 2011	2012 % of Budget
Interest Collected on Delinquent Taxes	881,581	1,250,138	1,270,132	600,000	439,253	41%	73%
Land Use Permits	79,530	71,544	51,508	60,000	33,754	42%	56%
Sanitary Permits	99,475	61,010	54,920	60,000	22,250	34%	37%
Real Estate Transfer Tax	210,575	187,555	176,126	165,000	74,243	48%	45%
Register of Deeds Filing Fees	287,829	319,220	371,726	315,000	165,486	48%	53%
Interest Earned on Investments	375,862	248,078	171,874	100,000	44,275	51%	44%

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

In Conclusion

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

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

Sauk County Financial Report
as of June 30, 2012
Percent of Year Complete

	General Government			Justice & Public Safety			Public Works			Health & Human Services		
	Budget	Actual	Favorable / (Unfavorable)	Budget	Actual	Favorable / (Unfavorable)	Budget	Actual	Favorable / (Unfavorable)	Budget	Actual	Favorable / (Unfavorable)
Revenues			% of Budget			% of Budget			% of Budget			% of Budget
Property Taxes	(\$933,275)	(\$466,639)	50.00%	\$13,230,604	\$6,615,902	50.00%	\$3,840,237	\$1,920,119	50.00%	\$11,055,771	\$5,527,886	50.00%
Other Taxes	772,550	2,599,977	337.84%	0	0	0	0	0	0	0	0	0
Sales Tax	6,652,801	105,422	12.16%	2,516,295	854,622	33.59%	1,441,021	358,749	24.90%	10,686,984	3,355,034	31.18%
Grants & Aids	14,700	6,381	43.41%	100	120	120.00%	0	0	0	71,465	58,000	81.16%
Licenses & Permits	2,000	6,355	31.73%	584,000	283,112	48.65%	193,358	104,244	53.91%	118,300	63,891	53.92%
Fines, Forfeitures & Penalties	604,600	311,387	51.50%	1,049,650	511,118	48.69%	3,846,090	1,880,380	49.15%	8,879,010	3,261,855	36.74%
User Fees	2,350,634	709,623	30.20%	534,800	408,227	76.33%	0	0	0	56,410	30,730	54.48%
Intergovernmental Charges	0	0	0	0	1,906	100.00%	18,000	4,644	25.80%	132,500	30,363	22.92%
Donations	101,659	44,390	43.66%	1,500	0	0.00%	0	0	0	210	3	1.43%
Interest	218,114	123,779	56.75%	0	0	0	0	0	0	1,600	3,860	241.26%
Miscellaneous	8,720	6,884	78.94%	64,000	50,203	78.44%	0	0	0	512,414	258,207	50.40%
Transfers from Other Funds	800,000	1,076,129	133.26%	0	0	0	0	0	0	0	0	0
Total Revenues	11,466,981	5,032,742	43.89%	17,950,949	8,726,610	48.59%	9,108,706	4,268,146	46.85%	28,524,864	12,567,629	44.06%
Expenses / Expenditures												
Wages & Salaries	2,717,941	1,277,586	47.01%	8,870,480	4,033,406	45.47%	2,779,223	1,256,739	45.22%	11,721,126	5,445,659	46.46%
Labor Benefits	858,009	405,809	47.27%	3,962,734	1,881,247	47.47%	1,153,005	368,457	31.95%	4,947,105	2,400,825	48.53%
Supplies & Services	3,491,252	1,391,734	39.86%	5,910,652	2,349,339	39.75%	5,395,653	1,755,511	32.53%	12,755,231	4,175,023	32.74%
Debt Service - Principal	0	0	0	0	0	0	0	0	0	N/A	N/A	N/A
Debt Service - Interest	1,959,362	221,577	11.31%	306,000	505,926	165.73%	650,000	254,987	39.23%	512,413	258,602	50.47%
Capital Outlay	2,611,824	1,280,358	49.02%	145,000	72,500	50.00%	0	0	0	65,880	22,143	33.61%
Transfers to Other Funds	0	0	0	0	0	0	0	0	0	600,000	1,076,129	178.35%
Total Expenditures	11,637,866	4,577,064	39.33%	19,197,866	8,822,438	45.98%	9,867,891	3,603,685	36.15%	30,601,755	13,378,381	43.72%
Functional Expenditures as % of Total	14.49%	13.81%		23.90%	26.81%		12.41%	10.95%		38.10%	40.65%	
Net Increase/(Decrease) in Fund Balances	(\$170,907)	\$455,678	\$626,585	(\$1,236,917)	(\$95,828)	\$1,141,089	(\$359,175)	\$954,451	\$1,313,625	(\$1,076,981)	\$811,752	\$255,138

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

* Sales tax receipts lag the month of sale on this report by one month. This June report is through May sales (37.23% as seasonally adjusted).

A Grants & Aids are primarily shared revenues (\$712,578) which are received in July and 85% in November

B MIS charges to departments lag budget due to large projects being completed later in the year

C Charges for housing prisoners from other jurisdictions have already exceeded the annual budget

D Highway transportation aids (\$1.33 million) received 1/4 January, 2/4 July, 1/4 October

E Highway expenses lower than budgeted due to mild winter. Summer construction invoices paid later in summer.

F ADRC and Public Health donations lagging budget

Sauk County Financial Report
as of June 30, 2012
Percent of Year Complete

50.00%	Conservation, Development, Recreation, Culture & Education				Capital Projects				Debt Service				Totals			
	Budget		Favorable / Unfavorable		% of Budget	Budget		Favorable / Unfavorable		% of Budget	Budget		Actual		Favorable / Unfavorable	
Revenues																
Property Taxes	\$1,087,960	\$543,980	(\$543,980)	50.00%	\$0			\$0			\$250,000	\$125,000	\$125,000	\$14,265,648	\$14,265,648	50.00%
Other Taxes	0	0	0	-	0			0						514,884	(257,766)	66.64%
Sales Tax	0	0	0	-	0			0						772,850		0
Grants & Aids	1,323,658	180,285	(1,143,381)	13.62%	G	636,887	0	(636,887)	0.00%	I				6,852,601	4,252,724	37.84%
Licenses & Permits	205,100	86,244	(118,856)	42.05%										2,590,877	4,834,093	27.66%
Fines, Forfeitures & Penalties	5,000	2,149	(2,851)	42.98%										17,479,391	(12,645,298)	37.66%
User Fees	140,808	109,214	(31,594)	77.56%	H			0						291,365	150,745	51.74%
Intergovernmental Charges	14,868	6,865	(8,012)	46.11%				0						689,500	351,787	51.02%
Donations	0	2,045	2,045					0						8,837,426	4,297,618	48.63%
Interest	13,951	10,286	(3,665)	73.73%				0						6,612,802	3,035,826	45.91%
Rent	0	0	0	-				0						132,500	94,313	25.80%
Miscellaneous	57,095	39,449	(17,646)	69.09%				0						138,320	61,247	44.28%
Transfers from Other Funds	31,788	20,841	(10,947)	65.56%				0						218,114	123,779	56.75%
								0						131,415	100,395	76.40%
Total Revenues	2,860,226	1,001,328	(1,858,897)	34.77%		51,611	202	(51,409)	0.38%		2,192,899	1,086,449	(1,096,450)	3,388,712	2,449,829	72.29%
Expenses / Expenditures																
Wages & Salaries	916,533	408,408	508,125	44.56%		688,468	202	(688,266)	0.03%		2,445,899	1,223,364	(1,222,515)	74,076,093	32,920,041	44.31%
Labor Benefits	313,113	143,110	170,003	45.71%												
Supplies & Services	3,808,368	1,593,156	2,215,212	41.83%												
Debt Service - Principal	0	0	0	-							1,770,000	0	1,770,000			
Debt Service - Interest	0	0	0	-							675,899	337,781	338,118	1,788,312	596,383	591,928
Capital Outlay	478,732	25,223	453,509	5.27%												
Transfers to Other Funds	31,788	20,841	10,947	65.56%												
Total Expenditures	5,548,754	2,190,738	3,358,016	39.48%		928,704	202	929,502	0.02%		2,445,899	337,781	2,108,118	80,329,747	32,911,299	40.97%
Functional Expenditures as % of Total	6.91%	6.66%				1.16%	0.00%				3.04%	1.03%		100.00%	100.00%	
Net Increase/(Decrease) in Fund Balances	(\$2,688,528)	(\$1,189,409)	\$1,479,119			(\$241,236)	\$0	\$241,236			\$0	\$695,603	\$695,603	(\$91,257)	\$6,162,397	

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

G Conservation grants (\$500,000+) received late in the year after expenditures made
H Parks entrance and camping fees higher than expected through June. Farm rents not received evenly through the year.
I Economic Development Authority grant for fiber optics extension reimbursed only after County match expended

SAUK COUNTY FINANCIAL REPORT (Unaudited)

June 30, 2012

Percent of Year Complete

50.00%

Department / Account Title	2012 Expense Budget			2012 Revenue Budget Excluding			Department Net Favorable / (Unfavorable) to Budget
	Excluding Addition to Fund Balance	Year-to-Date Expenses	% of Budget	Carryforwards, or Fund Bal Use	Year-to-Date Revenues	% of Budget	
General Fund Property Tax	0	0	--	-5,360,032	-2,680,016	50.00%	2,680,016
Miscellaneous Sales Tax	0	0	--	130	81	62.55%	(49)
County Sales Tax	0	0	--	6,852,601	2,569,877	37.94%	(4,282,724)
Shared Revenue	0	0	--	712,578	0	0.00%	(712,578)
Computer Aid	0	0	--	70,000	0	0.00%	(70,000)
Indirect Cost Reimbursement	0	0	--	128,171	64,085	50.00%	(64,086)
Arts & Humanities Grants	0	0	--	10,000	7,010	70.10%	(2,990)
Interest on Loan Payments	0	0	--	159	83	51.96%	(76)
Rent of County Buildings	0	0	--	75,364	40,772	54.10%	(34,592)
Sale of County-Owned Property	0	0	--	0	759	--	759
Miscellaneous Revenues	0	0	--	1,000	353	35.33%	(647)
Transfer from Human Services	0	0	--	0	917,329	--	917,329
Transfer from Health Care Center	0	0	--	600,000	158,800	26.47%	(441,200)
Miscellaneous Expenses	200	0	0.00%	0	0	--	200
Charitable/Penal Fines, Misc	1,811	906	50.01%	0	0	--	905
Contingency Fund	350,000	0	0.00%	0	0	--	350,000
Baraboo Dells Airport	4,100	4,100	100.00%	0	0	--	0
Reedsburg Airport	4,100	0	0.00%	0	0	--	4,100
Sauk-Prairie Airport	4,100	4,100	100.00%	0	0	--	0
Tri-County Airport	15,655	15,655	100.00%	0	0	--	0
Wisconsin River Rail Transit	26,520	26,520	100.00%	0	0	--	0
Sauk County Libraries	951,893	951,172	99.92%	0	0	--	721
Arts & Humanities	78,146	69,078	88.40%	0	0	--	9,068
UW-Baraboo / Sauk County	80,000	80,000	100.00%	0	0	--	0
Sauk County Development Corp	67,528	67,528	100.00%	0	0	--	0
Transfer to Capital Projects	51,611	202	0.39%	0	0	--	51,409
Transfer to Debt Service Fund	2,047,889	1,023,950	50.00%	0	0	--	1,023,950
Transfer to Health Care Center (for debt service)	512,414	256,207	50.00%	0	0	0.00%	256,207
TOTAL GENERAL FUND NON-DEPARTMENTAL	4,195,977	2,499,417	59.57%	3,089,971	1,109,134	35.89%	(284,277)
County Board	137,300	72,325	52.68%	137,300	68,650	50.00%	(3,675)
Clerk of Courts	1,235,530	546,838	44.26%	1,235,530	642,689	52.02%	95,852
Circuit Courts	611,115	261,982	42.87%	611,115	305,558	50.00%	43,576
Court Commissioner	228,837	101,390	44.31%	223,775	113,492	50.72%	17,164
Register in Probate	158,488	68,901	43.47%	158,488	69,636	43.94%	735
Accounting	449,494	184,876	41.13%	444,494	223,895	50.37%	44,019
County Clerk / Elections	350,283	208,256	59.45%	346,883	138,172	39.83%	(66,683)
Personnel	383,928	158,561	41.30%	343,493	172,224	50.14%	54,098
Treasurer	589,661	250,143	41.71%	519,661	450,403	86.67%	280,280
Register of Deeds	219,063	86,440	39.46%	217,563	112,865	51.88%	27,926
District Attorney / Victim Witness	436,932	209,292	47.90%	436,932	218,072	49.91%	8,780
Corporation Counsel	564,262	262,856	46.58%	564,262	280,119	49.64%	17,284
Surveyor	80,448	37,930	47.15%	80,448	40,224	50.00%	2,294
Building Services	3,103,132	1,066,315	34.36%	2,512,156	1,262,102	50.24%	786,763
Sheriff	12,924,923	6,106,481	47.25%	12,828,014	6,518,356	50.81%	508,784
Coroner	147,394	79,381	53.86%	147,394	73,697	50.00%	(5,684)
Emergency Management	175,043	84,312	48.17%	175,043	63,413	36.23%	(20,899)
Administrative Coordinator	219,680	92,670	42.18%	162,380	81,190	50.00%	45,820
Management Information Systems	2,706,100	809,696	29.92%	2,490,483	860,114	34.54%	266,035
Public Health	907,749	363,784	40.08%	866,355	412,752	47.64%	90,362
Home Nursing	709,018	338,837	47.79%	706,848	234,721	33.21%	(101,845)
WIC	395,598	145,884	36.88%	324,042	146,306	45.15%	71,979
Environmental Health	276,351	121,294	43.89%	256,291	131,577	51.34%	30,344
Child Support	849,114	402,538	47.41%	849,114	329,825	38.84%	(72,714)
Veterans Service	217,524	98,079	45.09%	204,223	107,862	52.82%	23,084
Parks	562,426	124,164	22.08%	290,661	145,806	50.16%	293,406
Conservation, Planning & Zoning	2,269,161	557,026	24.55%	1,594,432	496,114	31.12%	613,816
UW Extension	338,614	126,636	37.40%	317,909	157,644	49.59%	51,713
TOTAL GENERAL FUND	35,453,145	15,486,303	43.62%	32,135,260	14,966,612	46.57%	2,818,194
Aging & Disability Resource Center	1,743,288	760,027	43.60%	1,623,418	977,378	60.20%	337,221
Human Services	15,404,235	6,545,890	42.49%	15,109,135	5,801,949	38.40%	(448,840)
Jail Fund	145,000	72,500	50.00%	145,000	63,870	44.05%	(8,330)
Land Records Modernization	316,041	127,240	40.26%	150,000	75,845	50.56%	114,046
Landfill Remediation	179,900	37,176	20.66%	25,200	6,659	27.22%	124,383
Drug Seizures	18,500	3,212	17.36%	1,500	0	0.00%	13,788
Community Development Block Grant	592,198	11	0.00%	68,436	49,394	72.17%	573,144
CDBG Flood Recovery Small Business	31,788	20,841	65.56%	31,788	20,841	65.56%	0
CDBG Emergency Assistance Program	2,451,651	1,073,001	43.77%	1,998,158	657,828	32.92%	38,320
CDBG Housing Rehabilitation	577,000	194,281	33.67%	577,000	131,531	22.80%	(62,750)
TOTAL SPECIAL REVENUE FUNDS	21,459,801	8,834,180	41.17%	19,729,635	7,785,465	39.46%	681,281

SAUK COUNTY FINANCIAL REPORT (Unaudited)

June 30, 2012

Percent of Year Complete

50.00%

2012 Expense

Budget

Excluding Addition

Year-to-Date

% of

2012 Revenue

Budget Excluding

Carryforwards,

or Fund Bal Use

Year-to-Date

% of

Department Net

Favorable /

(Unfavorable)

to Budget

Department / Account Title

BUILDING PROJECTS FUND

929,704

202

0.02%

688,468

202

0.03%

241,236

DEBT SERVICE FUND

2,445,899

337,781

13.81%

2,445,899

1,223,384

50.02%

885,603

HEALTH CARE CENTER FUND

9,930,324

4,521,650

45.53%

9,554,473

4,405,806

46.11%

260,007

Highway

9,733,506

3,516,144

36.12%

9,083,506

4,261,287

46.91%

1,395,143

Insurance

72,050

54,055

75.02%

127,923

31,398

24.54%

(78,530)

Workers Compensation

279,984

171,084

61.11%

279,984

126,405

45.15%

(44,679)

TOTAL INTERNAL SERVICE FUNDS

10,085,520

3,741,284

37.10%

9,491,393

4,418,091

46.56%

1,271,934

Dog License

25,554

9,899

38.74%

30,965

19,453

62.82%

4,143

TOTAL TRUST & AGENCY FUNDS

25,554

9,899

38.74%

30,965

19,453

62.82%

4,143

TOTAL COUNTY

80,329,747

32,911,299

40.97%

74,076,093

32,820,041

44.31%

6,162,397

SAUK COUNTY FUND BALANCES

Preliminary

2012

December 31, 2011

Net Income/Adj

June 30, 2012

GENERAL FUND

Nonspendable - Inventories

20,915

20,915

Nonspendable - Prepaid Items

180,366

180,366

Nonspendable - Long-Term Receivable (Delinquent Taxes)

2,489,745

2,489,745

Nonspendable - LT Receivable (Loan to Tri-County Airport)

9,442

-674

8,768

Restricted - Sales tax

378,956

-378,956

0

Assigned - Alice In Dairyland Trust

7,960

5

7,965

Assigned - Carryforward Funds

1,257,077

1,257,077

Assigned - Subsequent Yr Budgeted Fund Bal Use

1,680,850

1,680,850

*Unassigned - Working Capital

11,545,470

-193,311

11,352,168

*Unassigned

8,675,514

74,245

8,749,759

TOTAL GENERAL FUND BALANCE

26,247,305

-499,681

25,747,613

* County Reserves (working capital and undesignated)

20,220,893

-119,066

20,101,827

OTHER FUNDS

Aging & Disability Resource Center

348,217

217,351

565,568

Human Services

2,618,154

-743,940

1,874,214

Jail Assessment

0

-8,630

-8,630

Land Records

775,660

-51,395

724,265

Landfill Remediation

5,312,153

-30,317

5,281,836

Drug Seizures

95,386

-3,212

92,174

CDBG Revolving Loan Fund

461,412

49,382

510,795

CDBG Flood Recovery Small Business

57

0

57

CDBG Emergency Assistance Program

569,971

-415,173

154,797

CDBG Housing Rehabilitation

1,271

-62,750

-61,479

Building Projects

130,515

0

130,515

Debt Service

5,248

885,603

890,851

Health Care Center

3,345,767

-115,844

3,220,922

Highway

9,810,647

745,143

10,555,790

Insurance

481,167

-22,657

458,511

Workers Compensation

567,056

-44,679

522,377

Dog License

-4,806

9,554

4,748

TOTAL ALL FUNDS' BALANCES

50,765,180

-91,257

50,673,923

CURRENT DEBT PRINCIPAL BALANCE

Communications Notes	865,000
Law Enforcement Center Bonds	275,000
2004 Law Enforcement Refunding Bonds	6,195,000
2005 Law Enforcement Refunding Bonds	9,750,000
2007 Health Care Center Notes	3,640,000
2009 HCC Refunding Bonds	4,830,000
2010 HCC Refunding Bonds	4,925,000

Principal Payments are Due October 1 30,480,000

RESOLUTION No. 66 - 12

Commending ANNA POST for 18+ Years of Faithful Service
To the People of Sauk County

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

WHEREAS, ANNA POST has faithfully served the people of Sauk County as a Housekeeper and CNA at the Sauk County Health Care Center for 18+ years; and

WHEREAS, ANNA POST retired from her position on July 31, 2012;

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends ANNA POST for 18+ faithful years of service to the people of Sauk County;

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

For consideration by the Sauk County Board of Supervisors on August 21, 2012.

Respectfully submitted,

SAUK COUNTY HEALTH CARE CENTER BOARD OF TRUSTEES

Mary Ellen Murray
Mary Ellen Murray, Chair

Henry Netzinger
Henry Netzinger, Vice-Chair

Arthur Carlson
Arthur Carlson

Joseph Fish
Joseph Fish

William Higgins
William Higgins

Terri Langer
Terri Langer

Joan Smoke
Joan Smoke

No Fiscal Impact *KAB*
No Information System Impact

RESOLUTION No. 67 - 12

Commending **RICHARD SCHULZE** for 21 Years of Faithful Service
To the People of Sauk County

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

WHEREAS, **RICHARD SCHULZE** has faithfully served the people of Sauk County as a CNA at the Sauk County Health Care Center for 21 years; and

WHEREAS, **RICHARD SCHULZE** retired from his position on August 1, 2012;

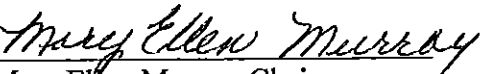
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors hereby expresses its appreciation and commends **RICHARD SCHULZE** for 21 faithful years of service to the people of Sauk County;

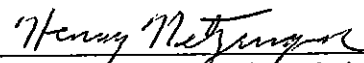
AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present to **RICHARD SCHULZE** an appropriate certificate and commendation as a token of our esteem.


For consideration by the Sauk County Board of Supervisors on August 21, 2012.

Respectfully submitted,


SAUK COUNTY HEALTH CARE CENTER BOARD OF TRUSTEES

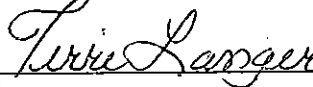

Mary Ellen Murray, Chair

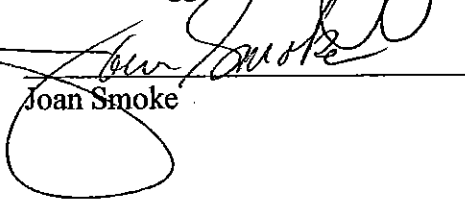

Henry Netzinger, Vice-Chair



Arthur Carlson

Joseph Fish


William Higgins


Terri Langer


Joan Smoke

No Fiscal Impact 
No Information System Impact

ORDINANCE NO. 12 - 2012

AMENDING CHAPTER 7, SAUK COUNTY ZONING ORDINANCE
TO CLARIFY WAREHOUSING AS A SPECIAL EXCEPTION IN THE
COMMERCIAL ZONING DISTRICTS

WHEREAS, there has been a recent issue concerning whether self-service storage facilities or mini-warehousing establishments are a special exception use in a commercial zoning district pursuant to Ch. 7 Sauk Co. Code; and,

WHEREAS, the Zoning Administrator determined that this use was most similar to a warehousing use which is a special exception use in the commercial zoning district, and Sauk County has previously extended this interpretation to other self-service storage facilities or mini-warehousing establishments in the County; and,

WHEREAS, a public hearing was held by the Conservation, Planning and Zoning Committee on August 9, 2012 upon Petition 11-2012 from the Conservation, Planning & Zoning Department to amend Chapter 7, Sauk County Zoning Ordinance; and

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

NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the following amendment to Chapter 7, Sauk County Zoning Ordinance, of the Sauk County Code of Ordinances, to read as follows, is hereby adopted to become effective upon passage:

7.09 Commercial District.

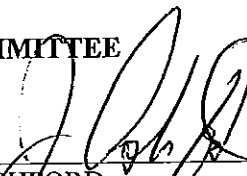
(2) (b) 15. Warehousing-, self-service storage facility, or mini-warehousing.

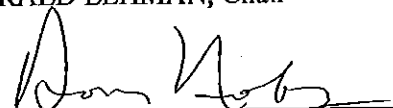
For consideration by the Sauk County Board of Supervisors on August 21, 2012.

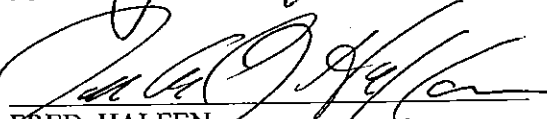
Respectfully submitted,

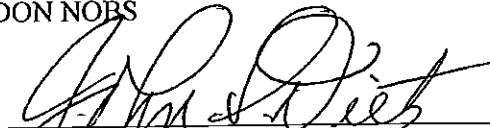
CONSERVATION, PLANNING, AND ZONING COMMITTEE

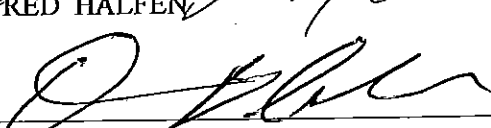

GERALD LEHMAN, Chair


JUDY ASHFORD


DON NOBS


FRED HALFEN


JOHN DIETZ


DENNIS POLIVKA

FISCAL NOTE: No Impact
MIS IMPACT: No Impact

OFFICE OF
**SAUK COUNTY CONSERVATION, PLANNING, AND ZONING
OFFICE**

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

NOTICE

PLEASE TAKE NOTICE, that the Conservation, Planning, and Zoning Committee of the Sauk County Board of Supervisors will hold a public hearing on August 9, 2012, at 10:00 a.m., or as soon thereafter as the matter may be heard, in the County Board Room at the Sauk County West Square Building in the City of Baraboo to consider:

- I. A. Petition 11-2012 Ordinance Amendment. A petition to amend the Sauk County Zoning Ordinance to permit, by special exception, warehousing, self-service storage facilities, or mini-warehousing in the following zoning district: Commercial.
- B. Testimony of persons to appear at the public hearing; any person so desiring will be given a reasonable opportunity to express their opinions on the matter before the Committee.
- II. A. The amendment clarifies that self-storage facilities and mini-warehousing are considered warehousing under Section 7.09(2)(b)15 of the Sauk County Zoning Ordinance.
- B. Any person desiring more information may contact the Sauk County Conservation, Planning and Zoning Office, Brian Simmert at the Sauk County West Square Building (Telephone 608/355-3285). Copies of the proposed amendment may be obtained from the Sauk County Clerk or the Planning & Zoning Office.

Date: July 19, 2012

SAUK COUNTY CONSERVATION, PLANNING, AND ZONING COMMITTEE

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

To be published July 26, 2012 and August 2, 2012

For office use only: Pet. No. 11-2012

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



Staff Report
Conservation, Planning, and Zoning Department
Chapter 7 Ordinance Amendment Petition 11-2012

Hearing Date: August 9, 2012

Applicant:

Sauk County Conservation, Planning,
and Zoning Department (CPZ)

Staff:

Brian Simmert, CPZ
355-4834
bsimmert@co.sauk.wi.us

Current Zone:

Amend the Commercial Zoning
District, Exhibit A

Applicable Zoning Regulations:

7.09 Commercial Zoning District

Notification:

(by U.S. mail, except newspaper, City
of Baraboo)
July 18, 2012: Newspaper
July 19, 2012: CPZ Committee
July 19, 2012: Town Clerks
July 19, 2012: City of Baraboo
July 19, 2012: Airports

Town Board Approval:

No objections filed

Exhibits:

A. Chapter 7 excerpt showing added
language

Request

A request to amend the Sauk County Zoning Ordinance to permit, by special exception, self-service storage facilities and mini-warehousing in the commercial zoning district. The amendment clarifies that self-storage facilities, mini-warehousing are considered warehousing as a Special Exception under Section 7.09(2)(b)15 of the Sauk County Zoning Ordinance.

Area to be affected

This amendment applies to towns under the jurisdiction of the Sauk County Zoning Ordinance and within those towns, lands zoned Commercial. Since the amendment provides clarification to the zoning ordinance, the CPZ Department does not anticipate any impact on the towns.

Background

The Conservation, Planning, and Zoning Department (formerly Planning & Zoning Department) has interpreted these forms of warehousing to require the issuance of a Special Exception permit by the Sauk County Board of Adjustment prior to construction. This interpretation is supported by past processes that have rezoned land to commercial followed by the issuance of a special exception permit for self-service storage facilities and mini-warehousing under the warehousing use specified in the current ordinance.

Analysis

The proposed amendment does not change the interpretation or administration of the zoning ordinance, it only provides clarification. Therefore, the amendment will not have any impact on towns subject to county zoning. Exhibit A shows the suggested insertion of clarifying language to the zoning ordinance.

Committee Action Options

Approve Petition 11-2012, based on the facts of the request presented at the public hearing, the amendment having no impact on towns under county zoning and the need for clarifying language.

Disapprove Petition 11-2012, based on the facts of the request presented at the public hearing.

Modify and Approve Petition 11-2012. Not recommended.

Staff Recommendation

Staff recommends approval of Petition 11-2012.

7.09 Commercial District. (1) Purpose. It is the policy of Sauk County to promote economic development and a strong County economy. It is recognized, however, that most commercial uses should be located in or near the urban communities where a full range of required services can be afforded to such uses. The Commercial District is created to minimize conflicts with surrounding land uses and to provide for the orderly growth and development of commercial uses engaged in retail sales of merchandise and/or provision of services.

(2) Uses. In this district no structure or premise shall be used and no structure shall hereafter be erected, moved or structurally altered unless otherwise provided in this ordinance, except as provided below.

(a) Permitted uses.

1. General retail and service establishments, including but not limited to, food stores, liquor stores, furniture stores, convenience stores, clothing stores and barber shops.

2. Building material sales involving only indoor storage.

3. Financial, professional and business services.

4. Lawn and garden supplies, greenhouses.

5. Medical, dental and veterinary clinics.

6. Service stations, car washes.

7. Repair services, not including auto body repair.

8. Civic, fraternal and social organizations.

9. Eating establishments in which liquor and/or malt beverages are not served.

10. Residential quarters for the owner, proprietor, commercial tenant, employee or caretaker located on the same lot as the business, not to exceed one (1) single-family dwelling. Any such residence shall meet the height, floor area and yard requirements of Section 7.03(3).

11. Ponds or lakes greater than 110 feet from a road or property lines; power plants, flowage areas, dams.

(b) Special exceptions. The Sauk County Board of Adjustment, after investigation, viewing of proposed site(s) and public hearing may authorize the location of any of the following uses in this district, provided that the location is consistent with the intent of this ordinance and

does not significantly injure the public health, safety or welfare. The approved use shall comply with all the regulations for the district and any reasonable conditions or safeguards that the Board may impose that are in keeping with the general intent and purpose of this ordinance.

1. Drinking establishments and eating establishments in which liquor and/or malt beverages are served or sold.

2. Motels, hotels and resorts.

3. Gymnasiums, health clubs, athletic clubs.

4. Auction barns.

5. Funeral homes, mausoleums, crematoriums, cemeteries in conjunction with the above uses.

6. Governmental and institutional uses.

7. Theaters, indoor and drive-in. Drive-in theaters are also subject to the regulations as required in Section 7.05(2)(1)3.

8. Pool halls, arcades, bowling alleys and skating rinks.

9. Radio and television broadcasting and receiving towers, microwave relay structures.

10. Mobile home, recreational vehicle, boat and auto sales and rentals.

11. Implement equipment sales and service.

12. Auto body shops.

13. Lumber yards and other building material businesses involving outdoor storage.

14. Truck terminals and distributors.

15. Warehousing, self-service storage facility, or mini-warehousing.

16. Building contractor storage yards.

17. Fabrication, processing or storage of materials when such activity is clearly incidental and subordinate to retail and service business establishments.

18. Food locker plants, commercial bakeries.

19. Residential quarters for the owner, proprietor, commercial tenant, employee or caretaker in excess of the one (1) single-family dwelling permitted above. Any such residence shall meet the height, floor area and yard requirements of Section 7.03(3).

20. Mobile homes, as residential quarters for the owner, proprietor, commercial tenant, employee or caretaker, located on the same

lot as the business, not to exceed one (1) mobile home. Any such residence shall meet the height, floor area and yard requirements of Section 7.03(3).

21. Ponds or lakes greater than 110 feet from a road or property lines; power plants, flowage areas, dams.

(3) Height, yards, area and other requirements.

(a) Height. Except as otherwise provided in Section 7.13(4), no structure shall exceed a height of 50 feet.

(b) Lot area. Lot area shall be the same as that required in Section 7.03.

(c) Side yards. There shall be a side yard on each side of a structure hereafter erected or moved of at least ten (10) feet in width. However, no such side yard shall be less than 25 feet wide when the side lot line abuts a residential use not in this district.

(d) Rear yard. There shall be a rear yard of not less than ten (10) feet in depth.

(e) Highway setback lines. Highway setback lines shall be the same as that required in Section 7.18.

(f) Off-street parking. Off-street parking shall be the same as that required in Section 7.13(6).

(g) No automobile parking lot, stock pile, waste or salvage pile, equipment storage yard, or other accumulation of materials or equipment in the open shall be stored or placed within any setback area.

(4) Additional standards for special exceptions.

(a) Applicants shall submit plot plans of principal and accessory structures, parking areas, open areas, recreational facilities, and general design and land use, and any other pertinent information required by the Sauk County Board of Adjustment and/or the Department.

(b) In hearing requests for special exceptions, the Sauk County Board of Adjustment shall consider the following factors, plus any other factors deemed pertinent, and determine that the special exception use will:

1. Not cause unusual public service needs.

2. Not substantially impair or diminish the uses, values and enjoyment of other

property in the surrounding area for purposes already permitted.

3. Provide safe access and adequate parking facilities.

4. Provide access for emergency vehicles.

5. Provide responsible surface water management.

6. Not cause air, water or noise pollution or adversely affect rare or irreplaceable natural areas.

RESOLUTION NO. 68 - 2012

**AUTHORIZING ACQUISITION OF CERTAIN REAL PROPERTY FOR
THE CLARK CREEK WATERSHED PROJECT**

WHEREAS, Clark Creek has undergone severe flooding five times in the last 19 years causing severe damage to roads, highways, bridges, culverts, homes, and businesses; and,

WHEREAS, the change in rainfall intensity and change in landscape due to previous flood events left the area very vulnerable to future flood damage, severe erosion, and excessive sediment deposition; and,

WHEREAS, the Honorable Sauk County Board of Supervisors, by Resolution No. 93-10, accepted a \$30,000 grant through the American Recovery and Reinvestment Act to be utilized to evaluate the conditions and develop a report on measures that could potentially be taken to protect against similar flood events; and,

WHEREAS, the Honorable Sauk County Board of Supervisors, by Resolution No. 93-10, amended the 2010 budget to accept and distribute \$1,000,000 in Community Development Block Grant – Emergency Assistance Program (CDBG-EAP) supplemental flood relief monies to complete the planning and restoration of Clark Creek; and,

WHEREAS, the Clark Creek Study has identified three properties whose acquisition would be extremely desirable in the Clark Creek restoration, said properties being extremely vulnerable to flood damage, and their continued occupancy for human habitation could constitute a significant hazard to human safety; and,

WHEREAS, the third of the above referenced property owners, after completion of a proper appraisal, has agreed to sell his property, voluntarily, and with the understanding that Sauk County has no intention of condemning said property; and,

WHEREAS, your undersigned Committee has had this matter under advisement, and does recommend that this property be acquired by Sauk County.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that fee simple title in and to the following real property with an address of S5304 Highway 113, Town of Greenfield, Sauk County, be acquired for the sum of One Hundred and Seven Thousand, Nine Hundred Dollars (\$107,900.00), and moving expenses of Eight Hundred and Fifty Dollars (\$850.00) for the public purpose of restoring the Clark Creek Watershed, upon the terms and conditions agreed upon by and between Sauk County and the property owner:

Owner: William Devine.

Legal Description: Part of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section Seven (7), Township Eleven (11) North of Range Seven (7) East, Town of Greenfield, Sauk County, Wisconsin, described as follows:

Commencing at the Northwest corner of Section Seven (7), thence North 89° 51'31"E along North line 1169.27 feet to the point of beginning of this description; thence S45° 36'25"E along centerline of creek 79.79 feet; thence S17° 58'42"E along centerline of creek 272.24 feet to a point on the North line of Certified Survey Map No. 1381; thence S89° 53'43"W along said North line of CSM 1381 80.99 feet to a point in the centerline of S.T.H. 113, thence Northerly along centerline of highway to the intersection of the North line of Section 7, thence East along North line to the point of beginning.

Tax Parcel # 018-0204-00000

BE IT FURTHER RESOLVED, that all expenditures necessary for the acquisition of the above described parcels shall be paid from the CDBG-EAP supplemental flood relief monies to complete the planning and restoration of Clark Creek; and,

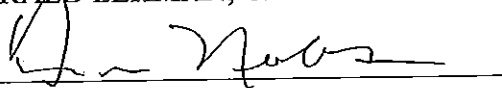
BE IT FURTHER RESOLVED, that the County Board Chairman, County Clerk, and Corporation Counsel are hereby authorized to complete the acquisition of these parcels of real property on behalf of Sauk County, including the signing of all necessary paperwork.

For consideration by the Sauk County Board of Supervisors on August 21, 2012.

Respectfully submitted,


CONSERVATION, PLANNING AND ZONING COMMITTEE

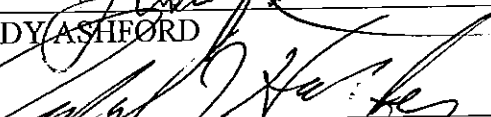

GERALD LEHMAN, Chair


DON NOBS


JOHN DIETZ


RANDY PUTTKAMER


JUDY ASHFORD


FRED HALPEN


DENNIS POLIVKA

FISCAL NOTE: Funds for the property acquisition and closing costs will be expended from the CDBG-EAP supplemental flood relief monies to complete the planning and restoration of Clark Creek *LB*

MIS IMPACT: No MIS impact.

RESOLUTION NO. 69-12

**Authorizing the Purchase of a Replacement Copier for the
District Attorney's Office**

WHEREAS, the Management Information Systems Department manages a copier program through which all copiers are maintained and purchased for Sauk County; and

WHEREAS, under this program, the County has established Ricoh equipment as the current standard for digital copiers; and,

WHEREAS, the copier in the District Attorney's Office was purchased in 2002; and,

WHEREAS, the age of this machine makes the ongoing maintenance costly and adversely impacts dependability; and,

WHEREAS, the DA's office depends heavily upon printed materials duplicated on this machine; and,

WHEREAS, through Ricoh, the County qualifies for US Communities pricing on this equipment which provides for the largest government discount available; and

WHEREAS, your Executive and Legislative Committee has reviewed this matter and found it in the best interest of Sauk County to accept the following quote:

Ricoh MPC 4502SP from Ricoh (formerly IKON Office Solutions Inc.) for \$12,073


NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the above-described bid, for the total amount of \$12,073 be and hereby is accepted by the County of Sauk;

AND, BE IT FURTHER RESOLVED, that the Sauk County Management Information Systems Coordinator is hereby delegated the authority to sign any contracts related to the purchase of said equipment on behalf of Sauk County.

For consideration by the Sauk County Board of Supervisors on August 21, 2012

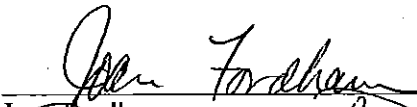

Respectfully submitted,

Executive and Legislative Committee


Marty Krueger, Chair


William F. Wenzel


Jason Lane


Joan Fordham

Don Stevens

Fiscal Note: The 2012 MIS Budget appropriation for the replacement of copiers is \$39,300 of which \$21,444 has been expended. *KLB*

MIS Note: All new copiers are configured to function as network printers and scanners.

RESOLUTION 70 - 12

**Request To Accept Proposal For Four (4) 80,000 GVW Quad-axle Trucks
From Badger Truck Center, Madison, Wisconsin**

WHEREAS, your Highway Department is in need of four (4) 80,000 GVW Quad-axle Trucks, and in a planned program of replacement, having set minimum specification for same, and

WHEREAS, your Committee has agreed to accept the following proposal which met our specifications subject to County Board approval:

From: Badger Truck Center
Madison, Wisconsin

Four (4) Western Star 4700 80,000 GVW Quad-axle Trucks	\$ 528,300.00
---	---------------

Less Trade In:

Sauk Co. Quad-axle Trucks #298, #299, #303, #308	(\$ 372,000.00)
---	-----------------

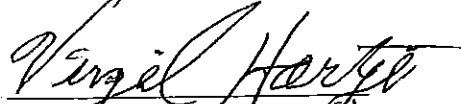
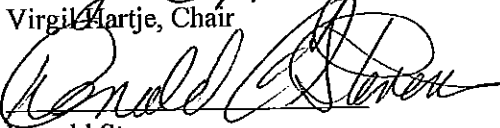
Net Cost, F.O.B. Baraboo	\$ 156,300.00
--------------------------	---------------


NOW, THEREFORE BE IT RESOLVED, that the above bid be approved, it further being understood that this expenditure will be paid from Highway Department funds.

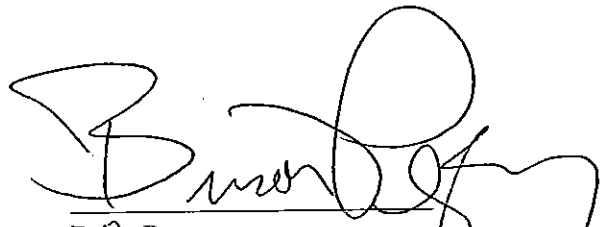
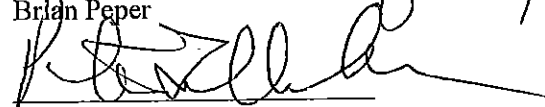
For Consideration by the Sauk County Board of Supervisors on August 21, 2012.

Respectfully submitted:

Sauk County Highway and Parks Committee


Virgil Hartje, Chair

Donald Stevens


Martin (Tim) Meister


Brian Peper

Peter Tollaksen

Fiscal Note: This Expenditure will be paid from Highway Fund Account #70-185010.
MIS Note: No MIS Impact.

KPB

SUMMARY SHEET BID PROPOSAL #1

BID LETTING DATE: August 9, 2012 at 9:30 a.m.
FOR ONE (1) 80,000 GVW QUAD-AXLE TRUCK - TRADE IN UNIT#298, #299, #303, #308

FIRM NAME	MADISON MACK	JX PETERBILT MADISON	WISCONSIN KEN WORTH MADISON	LAKESIDE INTERNATIONAL MADISON	TRUCK COUNTRY MADISON	BADEGE TRUCK CENTER MADISON
MAKE & MODEL	MACK GU 813	PETERBILT 367	KEN WORTH T800	INTERNATIONAL 7600	FREIGHTLINER 114 SD	WESTERN STAR 4700
TOTAL COST F.O.B. BARABOO Per Truck	139,060 ⁰⁰	144,404 ⁰⁰	148,275 ⁰⁰	140,499 ⁰⁰	132,322 ⁰⁰	132,075 ⁰⁰
LESS TRADE-IN Per Truck	57,500 ⁰⁰	55,000 ⁰⁰	60,000 ⁰⁰	70,000 ⁰⁰	63,000 ⁰⁰	93,000 ⁰⁰
NET COST TAX FREE Per Truck	81,560 ⁰⁰	89,404 ⁰⁰	88,275 ⁰⁰	70,499 ⁰⁰	69,322 ⁰⁰	39,000 ⁰⁰
DELIVERY DATE	NOVEMBER 12	120 Days	120 Days	75-150 Days	90-120 Days	90-120 Days
TOTAL (4) Four Trucks REMARKS	TOTAL: (4) Four Trucks \$ 326,240 ⁰⁰	TOTAL (4) Trucks \$ 357,616 ⁰⁰	TOTAL (4) Trucks \$ 353,100 ⁰⁰	TOTAL (4) TRUCKS \$ 281,996 ⁰⁰	TOTAL (4) Trucks \$ 277,288 ⁰⁰	TOTAL (4) TRUCKS \$ 156,300 ⁰⁰

RESOLUTION NO. 71 - 12

**REQUESTING THE STATE ESTABLISHMENT OF 0.5 FTE ASSISTANT
DISTRICT ATTORNEY POSITION**

WHEREAS, Sauk County is one of the ten fastest growing counties in Wisconsin at a population of 61,086 people, which represents a 9.9% increase from the 2000 census, and this rate of growth is significantly higher than that of the State as a whole, ranking Sauk County as 7th amongst the 72 counties; and,

WHEREAS, The Legislative Audit Bureau's worksheet for estimated number of Full-Time Attorney's needed in Sauk County to perform our workload through 2010, established a need for 6.58 Full-Time Attorney's; and,

WHEREAS, The Sauk County District Attorney's Office has 4.5 Full Time Attorney's; and,

WHEREAS, Alternatives considered for managing the anticipated workload increases includes suspending/deferring certain types of prosecution, and an overall slow down in the number of cases capable of being filed in any one year, due to the unavailability of an attorney to appear at necessary court proceedings; and,

WHEREAS, The backlog and delay in prosecution of cases, certain cases may ultimately be unable to be filed and/or prosecuted as a result of such delays due to the loss of contact with victims and/or witnesses, resulting in dismissals and/or lengthy deferrals in the prosecution of certain types of crimes; and,

WHEREAS, If an additional 0.5 FTE Assistant District Attorney is approved, the District Attorney's Office will not need any additional county support staff.


NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that Sauk County requests that the State of Wisconsin fund an additional 0.5 FTE Assistant District Attorney position within the District Attorney's Office, effective October 6, 2013.

For consideration by the Sauk County Board of Supervisors on August 21, 2012.

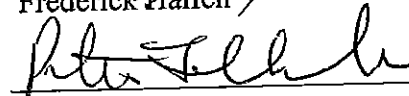
Respectfully Submitted,

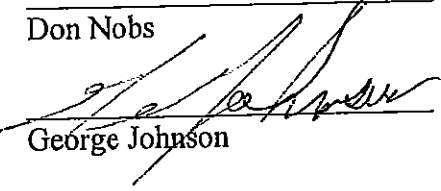
LAW ENFORCEMENT and JUDICIARY COMMITTEE


Donald Stevens – Chair


Frederick Haften

Don Nobs


Peter Tollaksen


George Johnson

EXECUTIVE AND LEGISLATIVE COMMITTEE

Martin F. Krueger – Chair

Joan Fordham

William F. Wenzel

Donald Stevens

Jason Lane

Fiscal Note: No Impact
MIS Note: No Impact

KLB

RESOLUTION NO. 72 - 12

ACCEPTING BIDS ON TAX-DELINQUENT REAL ESTATE
ACQUIRED BY SAUK COUNTY

WHEREAS, your Property and Insurance Committee has appraised certain property, acquired by Sauk County as tax-delinquent real estate, pursuant to the Wisconsin Statutes; and,

WHEREAS, the Sauk County Clerk has advertised the sale and appraised value of such real estate in a Class III Notice under Chapter 985 of the Wisconsin Statutes; and,

WHEREAS, at 2:30 p.m. on August 3, 2012, the Sauk County Treasurer and the Sauk County Deputy Treasurer opened bids for said property, the successful bidder indicated; said property received a sufficient bid described below:

THE FOLLOWING PROPERTY IN THE CITY OF BARABOO:

206-1154-88250	S 31-12-7 PRT NW SE .69AC
Appraised Value:	\$16,500.00
Bid:	\$18,205.50
Submitted by:	Greg R. Riese 421 Roblee Rd Baraboo, WI 53913

WHEREAS, Sauk County is now authorized by Wis. Stat. § 75.69 to accept the bid exceeding the appraised value of said property deemed most advantageous to it.

WHEREAS, it is deemed to be in the best interest of the residents of the County to allow for the remediation of this property, and return this property to the tax rolls.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the Sauk County Clerk is hereby authorized and directed, upon timely receipt of bid amount, to issue a Quit Claim Deed for the above described real property to Greg R. Riese. On August 7, 2012, Greg R. Riese remitted the full amount of said bid price to the Sauk County Treasurer.

For consideration by the Sauk County Board of Supervisors on August 21, 2012.

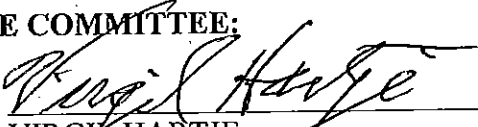
Respectfully submitted,

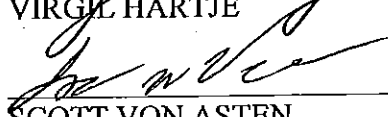
SAUK COUNTY PROPERTY AND RESOURCE COMMITTEE:


DAVID A. RIEK, Chairperson


GEORGE F. JOHNSON


JOHN A. MILLER


VIRGIL HARTJE


SCOTT VON ASTEN

Resolution No. 72-12, Accepting Bids on Tax-Delinquent Real Estate
Page 2 of 2

FISCAL NOTE: Funds received were \$18,205.50. The amount of previously owed taxes, special assessments, interest, penalties, letter search, mailings and publication fees were in the amount of \$14,841.72. Expenses to prepare property for sale were in the amount of \$3,846.21. The minimum bid was set based on estimated costs to prepare the property for sale and final costs exceeded the estimated costs by \$482.43.

The alternative for this property was demolition at a significantly higher cost to the county to include asbestos abatement of \$14,336.00 and demolition of \$6,250.00.

MIS NOTE: No Impact.

KPB

RESOLUTION NO. 73 - 2012

**ACCEPTING THE OFFER OF THE VILLAGE OF PRAIRIE DU SAC TO
PURCHASE CERTAIN REAL PROPERTY IN THE VILLAGE LOCATED AT
640/644 WATER STREET AND AUTHORIZING ISSUANCE OF A QUIT CLAIM DEED
CONVEYING SAID PROPERTY TO THE VILLAGE**

WHEREAS, Sauk County has previously taken tax title to certain real property located at 644 Water Street, Prairie du Sac, WI 53578, and more particularly described below; and,

WHEREAS, the Corporation Counsel commenced action pursuant to Wis. Stat. § 75.39 to bar the former owner from challenging the taking of the property with judgment being entered in favor of the County, and the County now has clear and sufficient title to convey said property by warranty deed; and,

WHEREAS, the property has been declared a nuisance by the Village of Prairie du Sac, which has issued a raze order against the premises, and the building on the premises is unsafe and uninhabitable, and would require major repairs or demolition in order to bring the property into a safe and habitable condition; and,

WHEREAS, the Village of Prairie du Sac has offered to purchase said property for the amount of \$16,240.92 with the conditions contained in the attached letter from the Village and outlined as follows:

1. The Village of Prairie du Sac assumes all responsibility to raze the building;
2. Should the Village of Prairie du Sac sell the property without incurring costs to demolish the structure, or the purchaser is relieved of the obligation to demolish the structure, the Village will pay the County a sum not to exceed \$42,824.27 from the net sale proceeds received as a result of the sale of the property;
3. If, during the five year period following the date of acquisition of the property, the Village determines to make permanent use of the subject property for municipal purposes, the Village shall pay the County the additional sum of \$29,380.31; and,

WHEREAS, Sauk County is authorized pursuant to Wis. Stat. § 75.69(2) and Sauk County Code § 30.03(8), to convey tax delinquent property to a municipality for less than the appraised value; and,

WHEREAS, because the Village has a raze order against the property which would require the owner of the property to raze the structure at a cost estimated at \$100,000 or more, and the Village has plans to market this property for economic development, and redevelopment of this property which is in the best interest of Village, the County and the people of the Village of Prairie du Sac, your Committee recommends accepting the offer of the Village despite the fact that it is less than the County's expenses incurred by taking the property.

RESOLUTION NO. 73 - 2012
Page 2

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Clerk be and hereby is authorized and directed, upon timely receipt of \$ 16,240.92 to issue a quit claim deed to the Village of Prairie du Sac for the below described property:

VILL PRAIRIE DU SAC, HUBBARD'S ADD LOT 11 EXC SE 120' & EXC RR ROW
& EXC N OF LINE DESCR AS: COM N1/4COR SEC 1-N89°47'49"E 1728.56' ALG
NLI TO ELI WATER ST-S37°10'49"E 197.41' ALG ELI TO POB-N52°21'48"E TO
WIS RIVER, BLK 2

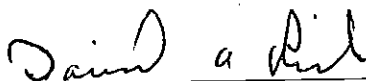
Tax Parcel No.: 172-0183-00000

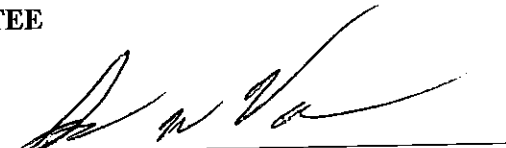
Property Address: 644 Water Street, Prairie du Sac, WI 53578

For consideration by the Sauk County Board of Supervisors on August 21, 2012.

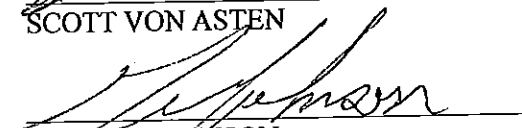
Respectfully submitted,

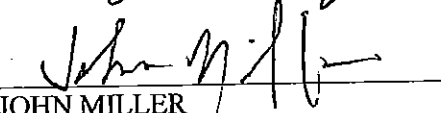
PROPERTY AND INSURANCE COMMITTEE


DAVE RIEK, Chairperson


SCOTT VON ASTEN


VIRGIL HARTJE


GEORGE JOHNSON


JOHN MILLER

FISCAL NOTE: The funds offered do not reimburse the County for its expenses in acquiring, processing, and barring the former owner from challenging the acquisition of this property. It is anticipated that this action could speed the improvement of the property and place it back on the tax roll in an improved condition resulting in increased revenue to all taxing jurisdictions. *KPB*

MIS NOTE: No MIS impact.

s:\ccounsel\12\Resolutions & QCDs\12plescia2012res.doc



AXLEY BRYNELSON, LLP

.....

Timothy D. Fenner
tfenner@axley.com
608.283.6733

July 20, 2012

VIA EMAIL

Mr. Todd Liebman
Sauk County Corporation Counsel
Sauk County West Square Building
505 Broadway, Room 315
Baraboo, WI 53913

Re: Village of Prairie du Sac
640/644 Water Street
Our File: 3864.66609

Dear Mr. Liebman:

This is in response to your email of July 16, 2012 direct to Alan Wildman, Administrator for the Village.

Please be advised that on behalf of the Village of Prairie du Sac, we renew the prior offer to purchase, under date of May 18, 2012, as submitted, with the following modifications:

1. The purchase price shall be in the sum of \$16,240.092, which represents the amount of the Village special assessments that were placed on the tax rolls for the subject property, and paid over by Sauk County to the Village.
2. For the five year period following the date of acquisition of the property by the Village, it is agreed that in the event that the Village were to sell the property to a third party purchaser for a valuable consideration, and (i) the Village had not incurred any costs relative to the demolition of the structure on the property; or (ii) such purchaser was relieved of the obligation to demolish the structure on the property, that in any such events, the Village would repay to the County a sum not to exceed \$42,824.27 from the net sale proceeds received as a result of the sale of the property to such purchaser. The net sales proceeds is defined as the gross sales price, less the cost of title insurance, normal and customary closing costs, and any special assessments (exclusive of special assessments for demolition costs).

June 21, 2012

Page 2

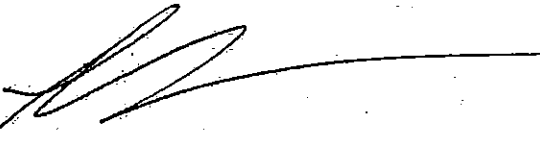
3. If during the five year period following the date of acquisition of the property, the Village determines to make permanent use of the subject property for municipal purposes, the Village shall pay to the County the additional sum of \$29,380.31. So long as the property is listed for sale by the Village, any use by the Village shall not be considered a "permanent use," notwithstanding anything to the contrary contained herein. A permanent use shall mean any permanent structure located therein; or alternatively, a dedication of the property for public uses.

Pease review and advise.

The Village is willing to give to the County until August 23rd, within which to review this proposal and accept the same.

Sincerely,

AXLEY BRYNELSON, LLP



Timothy D. Fenner
TDF/avr

cc: Alan Wildman
Elizabeth A. Geoghegan
County Treasurer/Real Property Lister

RESOLUTION NO. 74-12

AUTHORIZATION TO CONTRACT WITH VUGATE INC. TO COMPLETE UPGRADES TO THE VIDEO SYSTEM

WHEREAS, the existing video arraignment and visitation computers for the Courts and the Sauk County Jail Facility are still the original software and equipment installed during the construction in 2002 & 2003; and,

WHEREAS, the more current version of the software and equipment will allow more flexibility for the Courts when connecting video to other agencies outside Sauk County; and,

WHEREAS, updates to the visitation control computer will help eliminate ongoing issues and will allow for better access to recordings; and,

WHEREAS, the Emergency Management, Buildings & Safety Administrator obtained pricing from VUGate of \$31,419.00 for the necessary software and hardware upgrades; and,

WHEREAS, VUGate prefers that the county purchase the personal computers needed as part of this project; and,

WHEREAS, the Management Information Systems Department will purchase the necessary computers needed for this upgrade at a cost of \$4,696.70; and,

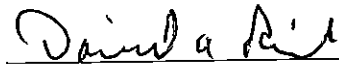
WHEREAS, the Property & Insurance Committee recommends it to be in the best interest of Sauk County to move forward with these upgrades,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the Emergency Management Buildings & Safety Administrator is hereby authorized to contract with VUGate Inc. in the amount of \$31,419.00 and authorizes the purchase of computers by the Management Information Systems Department at a cost of \$4,696.70 for a total project cost of \$36,115.70.

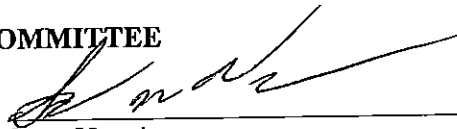
For consideration by the Sauk County Board of Supervisors on August 21st, 2012.

Respectfully submitted,

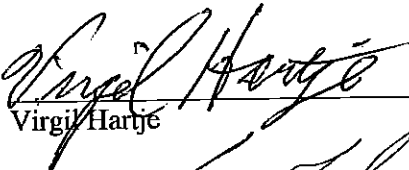
SAUK COUNTY PROPERTY & INSURANCE COMMITTEE



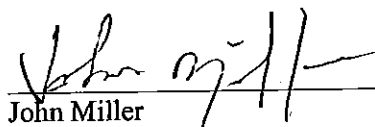
Dave Riek, Chair



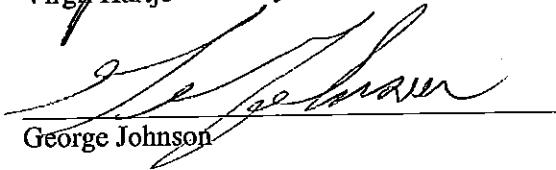
Scott Von Asten



Virgil Hartje



John Miller



George Johnson

Fiscal Note: Budget dollars for this upgrade are included in the Building Services Budget. *YRB*

Information System Note: Computers will be purchased through MIS but all labor for setup and installation will be provided by VUGate.

RESOLUTION NO. 75 - 12

**AUTHORIZATION TO CONTRACT WITH POINTON HEATING AND AIR
CONDITIONING INC. TO COMPLETE AN EMERGENCY REPLACEMENT OF THE
CONDENSER UNIT ON THE ORIGINAL HUBER FACILITY AREA**

WHEREAS, Sauk County has two condenser units that provide for the cooling of the original Huber center area; and,

WHEREAS, one of the condenser units stopped working on July 15th, 2012 and Building Services staff along with the Technician from Pointon Heating & Air Conditioning discovered that the compressor on the unit had burned out; and,

WHEREAS, optional pricing was obtained from Pointon Heating and Air Conditioning Inc. to replace just the compressor as well as completely replace the entire unit which is over 20 years old; and,

WHEREAS, the cost to replace just the compressor was \$8,877.00; and,

WHEREAS, the cost to replace the entire unit was \$14,495.00 and this replacement was going to part of the requested 2013 budget outlay request; and,

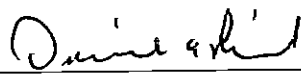
WHEREAS, the second unit was running but was barely keeping up with the demand due to the extreme heat, so an emergency replacement was authorized and Pointon Heating and Air Conditioning Inc. was contracted to replace the non-running condenser at a cost of \$14,495.00.

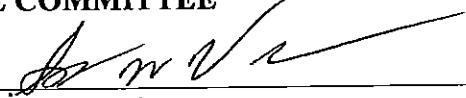
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the Emergency Management, Buildings & Safety Administrator is hereby directed and authorized to contract with Pointon Heating & Air Conditioning Inc. to replace the condenser at a cost of \$14,495.00, with payment to be made from the 2012 Building Services Budget.

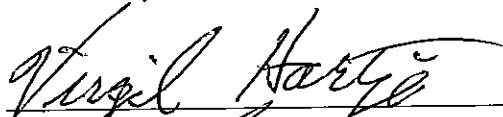
For consideration by the Sauk County Board of Supervisors on August 21st, 2012.

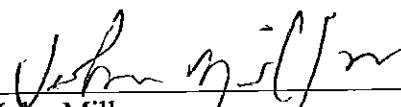
Respectfully submitted,

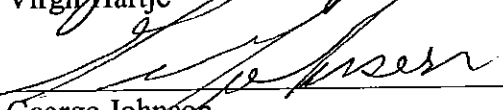
SAUK COUNTY PROPERTY & INSURANCE COMMITTEE


Dave Riek, Chair


Scott Von Asten


Virgil Hartje


John Miller


George Johnson

Fiscal Note: Funds for these repairs will be taken from the 2012 Building Services budget. *YPB*

Information System Note: No Information system impact.

RESOLUTION NO. 76-12

**AUTHORIZATION TO CONTRACT WITH MSA PROFESSIONAL SERVICES FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

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

WHEREAS, a space needs assessment was completed by Venture Architects; and,

WHEREAS, by Resolution 46-2012 MSA Professional Services was contracted to complete a Schematic Design based on the Space Needs Assessment as well as establish a budget for all recommended facility changes; and,

WHEREAS, MSA completed the Schematic Design and has reviewed the changes and budget with the Property & Insurance Committee; and,

WHEREAS, as part of the Schematic Design Sauk County was able to provide space for three (3) additional renters; and,

WHEREAS, the Property and Insurance Committee after reviewing the schematic design and budget, feels that it would be in the best interest of Sauk County to contract with MSA Professional Services for Architectural and Engineering services to include the construction drawings, bidding, administration, state approval fees, permits, printing, mailing and contingency at a cost not to exceed \$85,800.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the Emergency Management Buildings & Safety Administrator is hereby directed and authorized to contract with MSA Professional at a cost not to exceed \$85,800 for Architectural and Engineering services to include the construction drawings, bidding, administration, state approval fees, permits, printing, mailing and contingency.

Resolution 76-12

**AUTHORIZATION TO CONTRACT WITH MSA PROFESSIONAL SERVICES FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

Page 2

For consideration by the Sauk County Board of Supervisors this 21th day of August 2012.

Respectfully submitted,

SAUK COUNTY PROPERTY & INSURANCE COMMITTEE

Dave Riek, Chair

Scott Von Asten

Virgil Hartje

John Miller

George Johnson

Fiscal Note: It is anticipated that \$50,000 or less of these costs will be expended in 2012 and will be taken from the Building Services Budget. The remaining amount of these costs along with the cost of the remodel will be placed into the 2013 Building Services Budget. *PRB*

Information System Note: No Information System impact

RESOLUTION NO. 77-12

**APPROVING BUILDING SPACE LEASE IN THE WEST SQUARE
ADMINISTRATION BUILDING WITH THE MADISON AREA TECHNICAL
COLLEGE**

WHEREAS, the Madison Area Technical College approached Sauk County about possibly lease space within the county facilities because of the close association of many of their programs with County Departments; and,

WHEREAS, Sauk County has had a number of departmental changes within the West Square Administration facility since it was first constructed; and,

WHEREAS, a space needs assessment and schematic design were completed and it was determined that there would be space available for the Madison Area Technical College; and,

WHEREAS, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel have been working with Madison Area Technical College regarding a five (5) year lease for space in the West Square Administration Building,


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

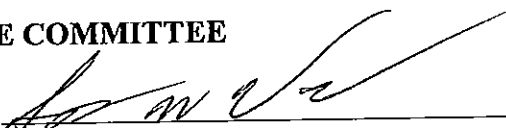
AND BE IT FURTHER RESOLVED, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do not extend the term of the lease except as provided in the lease agreement.


For consideration by the Sauk County Board of Supervisors on August 21st, 2012.

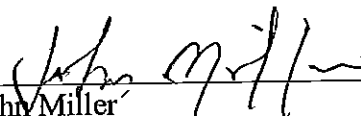
Respectfully submitted,

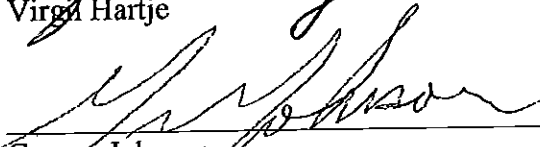
SAUK COUNTY PROPERTY & INSURANCE COMMITTEE


Dave Riek, Chair


Scott Von Asten


Virgin Hartje


John Miller


George Johnson

Fiscal Note: Completion of the initial term of this agreement will generate \$26,089.09 in revenue.

Information System Note: No Information System⁴⁵ impact.

KRB

**LEASE AGREEMENT FOR OFFICE SPACE
IN THE SAUK COUNTY WEST SQUARE BUILDING**

WHEREAS, Madison Area Technical College is desirous of arranging a lease of office space from Sauk County, a political subdivision of the State of Wisconsin; and,

WHEREAS, Sauk County has certain space available in its West Square Administration Building, and both parties are desirous of entering into this lease.

NOW, THEREFORE, in consideration of the promises and conditions contained here, and for other valuable consideration, and subject to the terms set forth below, Lessor leases to Lessee, and Lessee takes from Lessor, those premises and facilities, rights and privileges more particularly described herein:

**Article One
Lease of Site**

Section 1.1. Lessor leases to Lessee and Lessee leases from Lessor those premises consisting of Three Hundred Seventy Eight (378) square feet of space at the Sauk County West Square Building, described in annex A attached and incorporated here by reference ("demised premises") for the term and under the terms and conditions here.

Section 1.2. Lessee shall be entitled to use Lessor's automobile parking area located near the demised premises. Lessee agrees that no more than three motor vehicles belonging to Lessee or Lessee's employees shall be left unattended in the parking area at the same time.

Section 1.3. Lessee is granted the exclusive use of the demised premises for the purpose of conducting all activities incidental to the operations of the Madison Area Technical College.

**Article Two.
Term of Lease**

Section 2.1. The term of this lease shall commence on TBD 1st, 2013, and continue for a period of Five (5) years. Lessee shall have the right to extend the term for three (3) successive five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each five (5) year period unless Lessee provides written notification to Lessor of its intention not to renew no later than sixty (60) days prior to commencement of the succeeding term. If Lessee shall remain in possession of the Premises at the expiration of this Agreement or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement and either party shall have the right to terminate the tenancy created with one month's notice.

Section 2.2. This lease may be terminated at any time by either party with sixty (60) days advance written notice without penalty.

Article Three Rental

Section 3.1. During the term of this lease, Lessee shall pay to Lessor as annual rent for the demised premises the sum of Thirteen Dollars (\$13.00) per square foot annually (\$4,914.00) payable in equal monthly installments of Four Hundred and Nine Dollars and Fifty Cents (\$409.50) in advance on the first day of each month of the term of this lease. This fee shall increase by 3% at the end of each calendar year beginning on December 31st, 2012 and annually thereafter for the term of this agreement. Attachment D shows the scheduled annual payments for the five (5) year term of this agreement.

Section 3.2. Rent for any period during the term or extended term of this lease that is for less than one month shall be a pro-rata portion of the monthly installments. Rent shall be payable in lawful money of the United States to Lessor at the address stated here or to such other persons or at such other places as Lessor may designate in writing.

Article Four Rights of Ingress and Egress

Section 4.1. Subject to the reasonable rules and regulations as set forth below under Article Nine of this lease, Lessee shall have the nonexclusive right and privilege concerning ingress to and egress from the demised premises for its employees, agents, guests, patrons and invitees, suppliers of materials and furnishers of services.

Section 4.2. This lease of the demised premises, and Lessee's rights under it, are subject to the rights of the Lessor, a governmental body that owns and operates the West Square Building. Lessee's use and occupancy of the demised premises shall not interfere with or prevent the operation or maintenance of the Lessor's facilities.

Article Five. Improvements and Alterations

Section 5.1. No improvements, additions or alterations shall be made concerning the leased premises by Lessee without first obtaining the written consent of Lessor. Those improvements, additions or alterations shall be made, if consented to, subject to any conditions relating to them as set forth by the Lessor. Prior to the construction of any improvement, addition or alteration to the demised premises, Lessee shall submit to Lessor the preliminary plans for those improvements, additions or alterations that must conform to the general architectural scheme as developed by the Lessor and shall be in accord with the reasonable plans adopted by Lessor for its facilities.

Section 5.2. Upon approval of the preliminary plans by Lessor, Lessee shall prepare working drawings and specifications; they must be substantially in accord with the preliminary plans so approved and shall cause the construction called for by those working drawings and specifications to be commenced and completed with reasonable dispatch. No substantial change, addition or alteration shall be made in the working drawings or specifications or in the construction called for by them without first obtaining the approval of the Lessor. Upon completion of any of those improvement, addition or alteration to the demised premises, Lessee shall furnish to Lessor, at no charge, four complete sets of working drawings for the improvements as constructed.

Section 5.3. Any improvements, additions or alterations constructed by Lessee on the demised premises, including the plans and specifications for them, shall conform to the applicable statutes, ordinances, building codes, rules and regulations of any governmental authority as may have jurisdiction.

Lessor's approval, given as provided in section 5.2 of this article, shall not constitute a representation or warranty as to such conformity, which shall remain Lessee's responsibility. Lessee, at its own cost and expense, shall procure all permits necessary for such construction. Lessee shall require in the contract or contracts let for such construction that the contractor shall also comply with all such applicable statutes, ordinances, codes, rules and regulations.

Section 5.4. All construction by Lessee pursuant to this article shall be at Lessee's sole cost and expense. Lessee shall keep the demised premises free and clear of liens for labor and material and shall hold Lessor and the Lessor harmless from any liability in that respect.

Section 5.5. Lessee shall make no structural alterations to the roof, walls or floors of the demised premises without first obtaining the Lessor's written consent.

Section 5.6. Lessee shall give Lessor sixty (60) days' notice in writing of Lessee's intention to commence such construction for the purpose of permitting Lessor to post notices of nonresponsibility.

Article Six

Repairs, Maintenance and Operation by Lessee

Section 6.1. At its sole cost and expense, Lessee shall maintain the demised premises and all improvements, additions or alterations to them, equipment and landscaping constructed or installed by Lessee upon the demised premises, in first-class condition. That condition shall always be based on a standard of care reflecting prudent property management, reasonable wear and tear excepted.

Section 6.2. Lessee shall always conduct its operations on the demised premises in a manner using all available and practical devices to reduce to a reasonable minimum, considering the nature and extent of Lessee's operations, the emanation from the demised premises of noise, vibration, movement of air, fumes and odors, so as not to unreasonably interfere with the use of other premises adjoining the demised premises or elsewhere in the building. Lessee shall always conduct its operations at the demised premises in accordance with the current regulations of the United States Environmental Protection Agency, and of other applicable federal, state and municipal authorities.

Section 6.3. In the event that Lessee fails to perform, for a period of ten days after receipt of written notice from Lessor to do so, any obligation required by this Article Six to be performed by Lessee at Lessee's cost, Lessor, upon the expiration of such ten-day period may, but is not obligated to, enter upon the demised premises and perform that obligation of Lessee, charging the Lessee the reasonable cost and expense of the obligation as additional rent, and Lessee agrees to pay Lessor additional rent on or before the first day of the month following the incurring of that cost and expense. However, if Lessee's failure to perform that obligation adversely affects or endangers the health or safety of the public or of any employee in the building, and if Lessor so states in its mentioned notice to Lessee, Lessor may, but is not obligated to, perform the obligation of Lessee at any time after the giving of the notice, without awaiting the expiration of the mentioned ten-day period, and charge to Lessee, as additional rent, and Lessee shall pay, as additional rent, as mentioned, the reasonable cost and expense of that performance. It is further agreed that if Lessor shall perform any of Lessee's obligations in accordance with the provisions of this Article Six, Lessor shall not be liable to Lessee for any loss, cost or expense to Lessee resulting from such performance.

Article Seven Insurance

Section 7.1. Lessee shall procure at its expense, or upon its failure so to do, Lessor may at Lessee's expense, obtain and keep in effect during the term or any extended term of this lease, the following forms of insurance that are to be issued by a company or companies of adequate financial responsibility, satisfactory to Lessor, insuring Lessee, Lessor, and the Lessor against all liability in connection with Lessee's use, occupancy, and operations at the demised premises, and curtilage:

(a) Comprehensive general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence;

(b) During the course of any construction of any improvements, additions or alterations to the demised premises under Article Five of this lease, Lessee shall obtain and keep in force a policy of builder's risk insurance in an amount sufficient to cover the cost of repair or replacement of the improvement, addition or alteration.

Section 7.2. Lessor and Lessee here agree to waive their rights of subrogation against each other, and each, and will have all policies of insurance on the demised premises amended accordingly.

Section 7.3. Lessee agrees to deliver to Lessor certificates evidencing the existence of the policies of insurance as required here. The policies of insurance shall also contain a provision requiring the issuer to notify Lessor, by at least ten (10) days' written notice, of any reduction in the face amount of those policies or adverse amendments to the risk covered. In no event shall such reduction or amendments be effective as to Lessor until ten (10) days following the date of that written notice to Lessor.

Section 7.4. Any amount paid by Lessor in its exercise of its option to insure should Lessee neglect or fail to provide the insurance required under this lease shall become immediately due, together with interest at the rate of 13% a year, not to exceed the lawful maximum under the laws of the State of Wisconsin, from the date of payment by Lessor.

Article Eight Damage

Section 8.1. In the event of damage to the demised premises by fire or other casualty, Lessee shall give prompt notice of the damage to Lessor, and this lease shall remain unaffected and there shall be no abatement or diminution of the fixed rent or additional rent payable under it, except as provided below.

Section 8.2. In the event of damage to the demised premises by fire or other casualty, Lessor shall with reasonable dispatch cause the demised premises to be repaired and/or reconstructed to a condition as nearly as possible the same as obtained prior to the casualty; and if the damage has rendered the demised premises untenable, in whole or in part, and if such damage did not occur as a result of Lessee's own negligence, there shall be an apportionment of the fixed rent until the damage shall have been repaired. In considering what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance or other causes beyond Lessor's control.

Section 8.3. Lessor shall not be responsible at any time or in any event for any latent defect, deterioration or change in the condition of the demised premises, nor for damage to the demised premises or any property contained there, nor for injury to any person, whether caused by or resulting from falling plaster, dampness, any overflow or leakage upon or into the demised premises of water, rain, snow,

steam, gas or electricity, or by any breakage in pipes, appliances or plumbing, or by breakage, leakage or obstruction of soil pipes, nor for loss of property by theft or because entrusted to employees of Lessor, nor for interferences with light or other intangible land rights.

Article Nine Rules and Regulations

Section 9.1. The leasehold estate created here and the use of any part of it shall be subject to:

(a) All applicable rules, regulations, orders and restrictions now or later in force as adopted by the Lessor in respect to the general operations of the West Square Building; and

(b) All applicable rules, regulations, laws, ordinances, statutes or orders of any governmental authority, federal, state or municipal, lawfully exercising authority over the West Square Building; and

Section 9.2. Lessor shall not be liable to Lessee for any diminution or deprivation of possession or of Lessee's rights under this lease on account of the exercise of any authority as in this article provided; nor shall Lessee be entitled to terminate whole or part of the leasehold estate created here for that reason, unless the exercise of that authority shall so interfere with Lessee's use and occupancy of the demised premises as to constitute an eviction or a constructive eviction by operation of law under the laws of the State of Wisconsin.

Section 9.3. Lessee warrants that in the performance of this agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion or national origin, sexual orientation, or in any manner prohibited by the rules, regulations, orders or laws of the United States or the State of Wisconsin, or any agency or regulatory authority of either of those governments.

Article Ten. Assignments and Subleases

Section 10.1. Lessee shall not assign the leasehold created here, nor sublet or sublease the demised premises or any part of them, in whole or in part, without the prior written consent of Lessor.

Section 10.2. The interest of Lessee under this lease shall not, except at Lessor's option and written consent, be assignable by operation of law. In case of bankruptcy of Lessee or of the appointment of a receiver for Lessee, or if a receiver be appointed to take possession of the demised premises as a result of any act or omission of Lessee, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the demised premises shall be taken by virtue of any attachment, execution or the levy of any judicial process, any person taking such possession through that proceeding or process shall not acquire any right, title or interest in this lease, the leasehold, or the demised premises, or the rights granted here without first securing the written consent of Lessor.

Article Eleven. Encumbrances and Mortgages

Section 11.1. Lessee shall not have the right to encumber in any way any part of the leasehold estate created here or any of the improvements, additions or repairs made to the demised premises by assignment, hypothecation, mortgage, pledge, deed of trust or any other instrument given to or for the benefit of any bank, financing institution or to or for the benefit of any contractor, or other third party.

Article Twelve.
Defaults and Right To Terminate

Section 12.1. Lessor may cancel this lease by giving Lessee sixty (60) days' advance written notice to be served as provided below.

Section 12.2. Except as stated in section 6.3, the default by Lessee in the performance of any covenant or agreement required here to be performed by Lessee, and the failure of Lessee to remedy that default for a period of thirty (30) days after receipt from Lessor of written notice to remedy it, shall terminate this lease at Lessor's option.

Section 12.3. However, if any default is of a nature that it cannot be physically remedied within thirty (30) days and if the party in default shall have commenced the elimination of that default promptly after the receipt of notice, and shall continuously and diligently proceed in good faith to eliminate that default, then the period for correction shall be extended for a length of time as is reasonably necessary to complete correction.

Section 12.4. In the event that the Lessee shall be prevented from occupying or using the demised premises or shall be prevented from conducting or operating its business on the demised premises by any final action, order or ruling of any final court order, or any other federal, state or local authority, then Lessee may, at its option, cancel this lease by written notice to Lessor and the lease shall be terminated thirty (30) days after the receipt of that notice.

Article Thirteen
Right of Reentry and Reletting

Section 13.1. In the event of any breach of the terms and conditions of this lease, or abandonment of the demised premises by Lessee, then Lessor, besides other rights or remedies Lessor may have, shall have the immediate right of reentry, and may remove all persons and property from the demised premises. That property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

Section 13.2. Should Lessor elect to reenter, as provided here, or should Lessor take possession pursuant to legal proceedings, or under any notice provided for by law, Lessor may terminate this lease, relet the premises, or any part of them, for such term or terms, which may extend beyond the term of this lease, and at such rental or rentals, and on such other terms and conditions, as Lessor in Lessor's sole discretion may deem advisable, with the right to make alterations and repairs to the premises.

Section 13.3. Should Lessor, in the event of Lessee's breach of the lease, or abandonment of the demised premises, elect to relet the premises without terminating this lease, rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due under this lease from Lessee to Lessor; second, to the payment of costs and expenses, if any, of that reletting and of any alterations or repairs required for it; third, to the payment of rent due and unpaid under this lease; and the residue, if any, shall be held by Lessor and applied in payment of future rent as it may become due under this lease. Should those rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee under this lease, then Lessee shall pay such deficiency to Lessor. That deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, the costs and expenses, including actual attorney's fees, if any, incurred by Lessor in the reletting.

Section 13.4. No reentry or taking possession of the demised premises by Lessor shall be construed as an election on Lessor's part to terminate this lease unless a written notice of that intention is given to Lessee, or unless termination is decreed by a court of competent jurisdiction.

Notwithstanding any reletting without termination, Lessor may at any later time elect to terminate this lease for a previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of the breach, including the cost of recovering the premises, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due by Lessee to Lessor.

Article Fourteen Advertising Signs

Section 14.1. Lessee shall have the right to install and operate signs on the leased premises that advertise its presence in the West Square Building. However, no advertising signs shall be erected or maintained by Lessee without first obtaining the written consent of Lessor. Any signs erected shall conform to the general theme of other signs on or about the building and premises. The consent of the Lessor shall not be unreasonably withheld.

Article Fifteen Lessor Held Harmless

Section 15.1. Lessee agrees to indemnify Lessor against all liability of any nature, including claims, loss and damage to which Lessor may be subject by reason of any act or negligence of Lessee causing damage to persons or property, or both, in connection with Lessee's use and occupancy of the demised premises and the conduct of its business at the demised premises. However, Lessee shall not be liable for any damage, injury or loss solely caused by the negligence of Lessor, its agents or employees. Further, Lessor shall give to Lessee reasonable notice of any claim made or suit instituted, and Lessee shall have the right to compromise and defend.

Article Sixteen Taxes and Licenses

Section 16.1. Lessee shall pay all personal property taxes and all other taxes or assessments levied or charged upon or against Lessee's operations under this lease. Lessee shall also pay all license or permit fees necessary or required by law for the conduct of its operation under this lease.

Article Seventeen Utility Service

Section 17.1. Lessor shall pay all charges for water, gas, and electricity. Lessee shall pay all charges for installation and use of all telephone or other communications services.

Section 17.2. Unless expressly stated to the contrary in annex B, attached and incorporated here by reference, the quality and quantity of the water, gas, and electricity services are accepted by Lessee "as is," and Lessor shall not be obligated to cure any deficiency of those services but may at its option do so. Lessee expressly waives all claims against Lessor for compensation for any loss or damage sustained by reason of any defect, deficiency or impairment of any water system, drainage or sewage system, gas

supply system, electrical supply system or electrical apparatus or wires serving the demised premises not caused by the actionable negligence of Lessor.

Article Eighteen

Title to Capital Improvements, Equipment, Trade Fixtures and Personal Property

Section 18.1. Title to equipment, trade fixtures and personal property constructed or installed by Lessee under Article Five of this lease, shall remain the property of Lessee, or such other person as Lessee may designate, unless Lessee has at any time during the term or any extended term of this lease by written notice and election, vested title to all or any part of that property in the Lessor. Lessee shall have the right any time during the term or any extended term of this lease, to remove any or all of its equipment, trade fixtures and personal property other than capital improvements, provided Lessee is not in default in its payments to Lessor under this lease, and subject further to Lessee's obligation to repair all damage, if any, reasonable wear and tear excepted, resulting from such removal. Lessee agrees to remove its equipment, trade fixtures and personal property at the expiration or other termination of this lease. Upon the failure of Lessee to remove any of that equipment, trade fixtures or personal property within ten (10) days after the expiration or other termination of this lease, Lessor shall have the right to remove it and charge to Lessee the actual cost of removal and restoration. Any equipment, trade fixtures or personal property not removed by Lessee at the expiration or other termination of this lease shall upon termination become the property of the Lessor.

Section 18.2. Title to any capital improvements constructed or installed by Lessee upon the leased premises shall remain the property of Lessor upon the termination of this lease. However, equipment, trade fixtures, or personal property installed by Lessee shall remain the property of Lessee unless it is considered a capital improvement, in which case title to it shall be vested in Lessor.

Article Nineteen

Surrender of Possession

Section 19.1. Upon the expiration or earlier termination of this lease, Lessee shall then surrender possession of the demised premises in accordance with Article Eighteen, including capital improvements contemplated here, in as good condition as when received, reasonable wear and tear, damage by flood, fire, earthquake, other casualty or acts of God or of the public enemy excepted. In that event, title to all capital improvements on the demised premises constructed or installed by Lessee pursuant to Article Five of this lease shall vest in Lessor.

Article Twenty

Covenants and Warranties of Lessee

Section 20.1. Lessee warrants that Lessee shall not do or permit to be done anything upon the demised premises:

(a) Which will invalidate or conflict with any fire or any casualty insurance policies covering the Lessor's entire facility, the demised premises, or any part of them; or

(b) Which, in the opinion of Lessor, may constitute an extra-hazardous condition so as to increase the risk normally attendant upon the operations contemplated in the use of the demised premises.

**Article Twenty-One
Inspection by Lessor**

Section 21.1. The Lessor, or any person designated by them, shall at all times have reasonable access to the demised premises, and in the event of any emergency the parties or their representatives shall have the right to take such action at the demised premises as they may deem necessary for the protection of persons or property.

**Article Twenty-Two
Successors and Assigns**

Section 22.1. This lease shall be binding and inure to the benefit of the successors, heirs and assigns of the parties.

**Article Twenty-Three
Other Agreements Not Affected**

Section 23.1. Neither this lease nor any of the terms or conditions in this lease shall in any manner affect any of the rights or obligations of either of the parties to this lease because of any prior lease, license, permit or agreement of the parties. No prior lease, license, permit or agreement shall affect the rights and duties parties to this lease.

**Article Twenty-Four
Miscellaneous**

Section 24.1. The section headings appearing here shall not affect the provisions of this lease.

Section 24.2. No waiver by Lessor or Lessee of any breach of any provision of this lease is a waiver of any breach of any other provision of this lease. Any continuing or subsequent acceptance of rent under this lease by Lessor is not to be deemed a waiver of any preceding breach by Lessee of any terms, covenants, or conditions of this lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of that preceding breach at the time of acceptance of that rent.

Section 24.3. The rights of each party are cumulative and additional to any other legal rights that the party may have in the event of any default of the other.

Section 24.4. In the event any condition or provision contained here is invalidated by final judgment of any court of competent jurisdiction, the invalidity of that condition or provision shall not in any way affect any other condition or provision contained here if the invalidity of that condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid conditions or provisions of this lease.

Section 24.5. This lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

Section 24.6. Written notices to Lessor under this lease shall be given by registered mail, postage prepaid, and addressed to Sauk County Department of Emergency Management, Buildings and Safety, 515 Oak Street, Baraboo, Wisconsin 53913 ATTN: Administrator.

Section 24.7. Written notices to Lessee under this lease shall be given by registered mail, postage prepaid and addressed to Aaron Burkes, aburkes@matchmadison.edu, Administrative Manager in Property Management, _____ (Address) _____, or to such other person or address that Lessee may designate by written notice to Lessor.

Section 24.8. Whenever approval is required by one of the parties, the party having to give approval shall not unreasonably withhold it and it shall be timely given.

Section 24.9. If Lessor shall without any fault on the part of the Lessor be made a party to any litigation commenced by or against the Lessee relating to the demised premises or to this lease, then the Lessee shall pay on demand all costs and reasonable attorney's fees incurred by Lessor in that litigation. In the event any action is brought by Lessor to recover any due rent and unpaid balance under this lease, or to recover possession of the demised premises, or in the event any action is brought by Lessor or Lessee to enforce or for the breach of any of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees to be fixed by the court together with costs of suit incurred.

Section 24.10. Nothing contained in this lease shall constitute the relationship of principal and agent or of partnership or of joint venture, or of any association between Lessor and Lessee, and neither the method of computation of rent, nor any other provisions contained in this lease, nor any acts of the parties, shall create any relationship between Lessor and Lessee, other than the relationship of landlord and tenant.

Section 24.11. This lease and the annexes attached to it contain the entire agreement of the parties with respect to the matters covered there. No other agreements, statements or promises made by any party to this lease, or any employee, officer or agent of that party that is not contained in this lease shall be binding or valid.

Section 24.12. It is agreed by the parties to this lease that this lease shall not become effective until it is approved by the Sauk County Board of Supervisors.

FOR LESSOR, SAUK COUNTY

FOR LESSEE,

Marty Krueger
Chairperson, Board of Supervisors

Aaron Burkes, Administrative Manager
Property Management MATC

Rebecca A. DeMars
Sauk County Clerk

This agreement was drafted by Attorney Todd J. Liebman
Sauk County Corporation Counsel

s:\ccounsel\22scdlease1.doc.doc

RESOLUTION NO. 78-12

**APPROVING BUILDING SPACE LEASE IN THE WEST SQUARE
ADMINISTRATION BUILDING WITH THE WORKFORCE DEVELOPMENT BOARD
OF SOUTH CENTRAL WISCONSIN**

WHEREAS, the Workforce Development Board of South Central Wisconsin approached Sauk County about possibly lease space within the county facilities because of the close association of many of their programs with County Departments; and,

WHEREAS, Sauk County has had a number of departmental changes within the West Square Administration facility since it was first constructed; and,

WHEREAS, a space needs assessment and schematic design were completed and it was determined that there would be space available for the Workforce Development Board of South Central Wisconsin; and,

WHEREAS, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel have been working with the Workforce Development Board of South Central Wisconsin regarding a five (5) year lease for space in the West Square Administration Building,

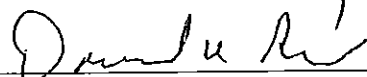
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that the Lease Agreement attached hereto as an Appendix between Sauk County and Workforce Development Board of South Central is hereby approved.

AND BE IT FURTHER RESOLVED, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do not extend the term of the lease except as provided in the lease agreement.

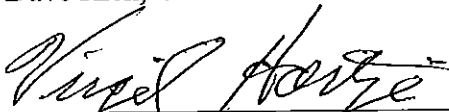
For consideration by the Sauk County Board of Supervisors on August 21st, 2012.

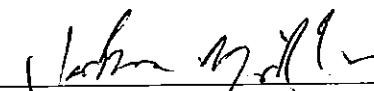
Respectfully submitted,

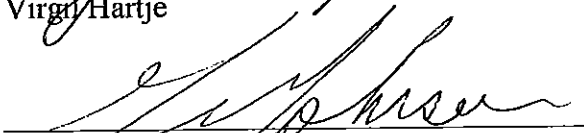
SAUK COUNTY PROPERTY & INSURANCE COMMITTEE


Dave Rick, Chair


Scott Von Asten


Virgil Hartje


John Miller


George Johnson

Fiscal Note: Completion of the initial term of this agreement will generate \$130,583.50 in revenue. KRB

Information System Note: No Information System impact.

**LEASE AGREEMENT FOR OFFICE SPACE
IN THE SAUK COUNTY WEST SQUARE BUILDING**

WHEREAS, Workforce Development Board of South Central Wisconsin a State Agency is desirous of arranging a lease of office space from Sauk County, a political subdivision of the State of Wisconsin; and,

WHEREAS, Sauk County has certain space available in its West Square Administration Building, and both parties are desirous of entering into this lease.

NOW, THEREFORE, in consideration of the promises and conditions contained here, and for other valuable consideration, and subject to the terms set forth below, Lessor leases to Lessee, and Lessee takes from Lessor, those premises and facilities, rights and privileges more particularly described herein:

**Article One
Lease of Site**

Section 1.1. Lessor leases to Lessee and Lessee leases from Lessor those premises consisting of One Thousand Eight Hundred and Ninety Two (1,892) square feet of office space at the Sauk County West Square Building, described in annex A attached and incorporated here by reference ("demised premises") for the term and under the terms and conditions here.

Section 1.2. Lessee shall be entitled to use Lessor's automobile parking area located near the demised premises. Lessee agrees that no more than three motor vehicles belonging to Lessee or Lessee's employees shall be left unattended in the parking area at the same time.

Section 1.3. Lessee is granted the exclusive use of the demised premises for the purpose of conducting all activities incidental to the operations of the Workforce Development Board of South Central Wisconsin.

**Article Two.
Term of Lease**

Section 2.1. The term of this lease shall commence on TBD 1st, 2013, and continue for a period of Five (5) years. Lessee shall have the right to extend the term for three (3) successive five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each five (5) year period unless Lessee provides written notification to Lessor of its intention not to renew no later than sixty (60) days prior to commencement of the succeeding term. If Lessee shall remain in possession of the Premises at the expiration of this Agreement or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement and either party shall have the right to terminate the tenancy created with one month's notice.

Section 2.2. This lease may be terminated at any time by either party with sixty (60) days advance written notice without penalty.

Article Three Rental

Section 3.1. During the term of this lease, Lessee shall pay to Lessor as annual rent for the demised premises the sum of Thirteen Dollars (\$13.00) per square foot annually (\$24,596.00) payable in equal monthly installments of Two Thousand Forty Nine Dollars and sixty seven cents (\$2,049.67) in advance on the first day of each month of the term of this lease. This fee shall increase by 3% at the end of each calendar year beginning on December 31st, 2013 and annually thereafter for the term of this agreement. Attachment D shows the scheduled annual payments for the five (5) year term of this agreement.

Section 3.2. Rent for any period during the term or extended term of this lease that is for less than one month shall be a pro-rata portion of the monthly installments. Rent shall be payable in lawful money of the United States to Lessor at the address stated here or to such other persons or at such other places as Lessor may designate in writing.

Article Four Rights of Ingress and Egress

Section 4.1. Subject to the reasonable rules and regulations as set forth below under Article Nine of this lease, Lessee shall have the nonexclusive right and privilege concerning ingress to and egress from the demised premises for its employees, agents, guests, patrons and invitees, suppliers of materials and furnishers of services.

Section 4.2. This lease of the demised premises, and Lessee's rights under it, are subject to the rights of the Lessor, a governmental body that owns and operates the West Square Building. Lessee's use and occupancy of the demised premises shall not interfere with or prevent the operation or maintenance of the Lessor's facilities.

Article Five. Improvements and Alterations

Section 5.1. No improvements, additions or alterations shall be made concerning the leased premises by Lessee without first obtaining the written consent of Lessor. Those improvements, additions or alterations shall be made, if consented to, subject to any conditions relating to them as set forth by the Lessor. Prior to the construction of any improvement, addition or alteration to the demised premises, Lessee shall submit to Lessor the preliminary plans for those improvements, additions or alterations that must conform to the general architectural scheme as developed by the Lessor and shall be in accord with the reasonable plans adopted by Lessor for its facilities.

Section 5.2. Upon approval of the preliminary plans by Lessor, Lessee shall prepare working drawings and specifications; they must be substantially in accord with the preliminary plans so approved and shall cause the construction called for by those working drawings and specifications to be commenced and completed with reasonable dispatch. No substantial change, addition or alteration shall be made in the working drawings or specifications or in the construction called for by them without first obtaining the approval of the Lessor. Upon completion of any of those improvement, addition or alteration to the demised premises, Lessee shall furnish to Lessor, at no charge, four complete sets of working drawings for the improvements as constructed.

Section 5.3. Any improvements, additions or alterations constructed by Lessee on the demised premises, including the plans and specifications for them, shall conform to the applicable statutes,

ordinances, building codes, rules and regulations of any governmental authority as may have jurisdiction. Lessor's approval, given as provided in section 5.2 of this article, shall not constitute a representation or warranty as to such conformity, which shall remain Lessee's responsibility. Lessee, at its own cost and expense, shall procure all permits necessary for such construction. Lessee shall require in the contract or contracts let for such construction that the contractor shall also comply with all such applicable statutes, ordinances, codes, rules and regulations.

Section 5.4. All construction by Lessee pursuant to this article shall be at Lessee's sole cost and expense. Lessee shall keep the demised premises free and clear of liens for labor and material and shall hold Lessor and the Lessor harmless from any liability in that respect.

Section 5.5. Lessee shall make no structural alterations to the roof, walls or floors of the demised premises without first obtaining the Lessor's written consent.

Section 5.6. Lessee shall give Lessor sixty (60) days' notice in writing of Lessee's intention to commence such construction for the purpose of permitting Lessor to post notices of nonresponsibility.

Article Six

Repairs, Maintenance and Operation by Lessee

Section 6.1. At its sole cost and expense, Lessee shall maintain the demised premises and all improvements, additions or alterations to them, equipment and landscaping constructed or installed by Lessee upon the demised premises, in first-class condition. That condition shall always be based on a standard of care reflecting prudent property management, reasonable wear and tear excepted.

Section 6.2. Lessee shall always conduct its operations on the demised premises in a manner using all available and practical devices to reduce to a reasonable minimum, considering the nature and extent of Lessee's operations, the emanation from the demised premises of noise, vibration, movement of air, fumes and odors, so as not to unreasonably interfere with the use of other premises adjoining the demised premises or elsewhere in the building. Lessee shall always conduct its operations at the demised premises in accordance with the current regulations of the United States Environmental Protection Agency, and of other applicable federal, state and municipal authorities.

Section 6.3. In the event that Lessee fails to perform, for a period of ten days after receipt of written notice from Lessor to do so, any obligation required by this Article Six to be performed by Lessee at Lessee's cost, Lessor, upon the expiration of such ten-day period may, but is not obligated to, enter upon the demised premises and perform that obligation of Lessee, charging the Lessee the reasonable cost and expense of the obligation as additional rent, and Lessee agrees to pay Lessor additional rent on or before the first day of the month following the incurring of that cost and expense. However, if Lessee's failure to perform that obligation adversely affects or endangers the health or safety of the public or of any employee in the building, and if Lessor so states in its mentioned notice to Lessee, Lessor may, but is not obligated to, perform the obligation of Lessee at any time after the giving of the notice, without awaiting the expiration of the mentioned ten-day period, and charge to Lessee, as additional rent, and Lessee shall pay, as additional rent, as mentioned, the reasonable cost and expense of that performance. It is further agreed that if Lessor shall perform any of Lessee's obligations in accordance with the provisions of this Article Six, Lessor shall not be liable to Lessee for any loss, cost or expense to Lessee resulting from such performance.

Article Seven Insurance

Section 7.1. Lessee shall procure at its expense, or upon its failure so to do, Lessor may at Lessee's expense, obtain and keep in effect during the term or any extended term of this lease, the following forms of insurance that are to be issued by a company or companies of adequate financial responsibility, satisfactory to Lessor, insuring Lessee, Lessor, and the Lessor against all liability in connection with Lessee's use, occupancy, and operations at the demised premises, and curtilage:

(a) Comprehensive general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence;

(b) During the course of any construction of any improvements, additions or alterations to the demised premises under Article Five of this lease, Lessee shall obtain and keep in force a policy of builder's risk insurance in an amount sufficient to cover the cost of repair or replacement of the improvement, addition or alteration.

Section 7.2. Lessor and Lessee here agree to waive their rights of subrogation against each other, and each, and will have all policies of insurance on the demised premises amended accordingly.

Section 7.3. Lessee agrees to deliver to Lessor certificates evidencing the existence of the policies of insurance as required here. The policies of insurance shall also contain a provision requiring the issuer to notify Lessor, by at least ten (10) days' written notice, of any reduction in the face amount of those policies or adverse amendments to the risk covered. In no event shall such reduction or amendments be effective as to Lessor until ten (10) days following the date of that written notice to Lessor.

Section 7.4. Any amount paid by Lessor in its exercise of its option to insure should Lessee neglect or fail to provide the insurance required under this lease shall become immediately due, together with interest at the rate of 13% a year, not to exceed the lawful maximum under the laws of the State of Wisconsin, from the date of payment by Lessor.

Article Eight Damage

Section 8.1. In the event of damage to the demised premises by fire or other casualty, Lessee shall give prompt notice of the damage to Lessor, and this lease shall remain unaffected and there shall be no abatement or diminution of the fixed rent or additional rent payable under it, except as provided below.

Section 8.2. In the event of damage to the demised premises by fire or other casualty, Lessor shall with reasonable dispatch cause the demised premises to be repaired and/or reconstructed to a condition as nearly as possible the same as obtained prior to the casualty; and if the damage has rendered the demised premises untenantable, in whole or in part, and if such damage did not occur as a result of Lessee's own negligence, there shall be an apportionment of the fixed rent until the damage shall have been repaired. In considering what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance or other causes beyond Lessor's control.

Section 8.3. Lessor shall not be responsible at any time or in any event for any latent defect, deterioration or change in the condition of the demised premises, nor for damage to the demised premises or any property contained there, nor for injury to any person, whether caused by or resulting from falling plaster, dampness, any overflow or leakage upon or into the demised premises of water, rain, snow,

steam, gas or electricity, or by any breakage in pipes, appliances or plumbing, or by breakage, leakage or obstruction of soil pipes, nor for loss of property by theft or because entrusted to employees of Lessor, nor for interferences with light or other intangible land rights.

Article Nine Rules and Regulations

Section 9.1. The leasehold estate created here and the use of any part of it shall be subject to:

(a) All applicable rules, regulations, orders and restrictions now or later in force as adopted by the Lessor in respect to the general operations of the West Square Building; and

(b) All applicable rules, regulations, laws, ordinances, statutes or orders of any governmental authority, federal, state or municipal, lawfully exercising authority over the West Square Building; and

Section 9.2. Lessor shall not be liable to Lessee for any diminution or deprivation of possession or of Lessee's rights under this lease on account of the exercise of any authority as in this article provided; nor shall Lessee be entitled to terminate whole or part of the leasehold estate created here for that reason, unless the exercise of that authority shall so interfere with Lessee's use and occupancy of the demised premises as to constitute an eviction or a constructive eviction by operation of law under the laws of the State of Wisconsin.

Section 9.3. Lessee warrants that in the performance of this agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion or national origin, sexual orientation, or in any manner prohibited by the rules, regulations, orders or laws of the United States or the State of Wisconsin, or any agency or regulatory authority of either of those governments.

Article Ten. Assignments and Subleases

Section 10.1. Lessee shall not assign the leasehold created here, nor sublet or sublease the demised premises or any part of them, in whole or in part, without the prior written consent of Lessor.

Section 10.2. The interest of Lessee under this lease shall not, except at Lessor's option and written consent, be assignable by operation of law. In case of bankruptcy of Lessee or of the appointment of a receiver for Lessee, or if a receiver be appointed to take possession of the demised premises as a result of any act or omission of Lessee, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the demised premises shall be taken by virtue of any attachment, execution or the levy of any judicial process, any person taking such possession through that proceeding or process shall not acquire any right, title or interest in this lease, the leasehold, or the demised premises, or the rights granted here without first securing the written consent of Lessor.

Article Eleven. Encumbrances and Mortgages

Section 11.1. Lessee shall not have the right to encumber in any way any part of the leasehold estate created here or any of the improvements, additions or repairs made to the demised premises by assignment, hypothecation, mortgage, pledge, deed of trust or any other instrument given to or for the benefit of any bank, financing institution or to or for the benefit of any contractor, or other third party.

Article Twelve.
Defaults and Right To Terminate

Section 12.1. Lessor may cancel this lease by giving Lessee sixty (60) days' advance written notice to be served as provided below.

Section 12.2. Except as stated in section 6.3, the default by Lessee in the performance of any covenant or agreement required here to be performed by Lessee, and the failure of Lessee to remedy that default for a period of thirty (30) days after receipt from Lessor of written notice to remedy it, shall terminate this lease at Lessor's option.

Section 12.3. However, if any default is of a nature that it cannot be physically remedied within thirty (30) days and if the party in default shall have commenced the elimination of that default promptly after the receipt of notice, and shall continuously and diligently proceed in good faith to eliminate that default, then the period for correction shall be extended for a length of time as is reasonably necessary to complete correction.

Section 12.4. In the event that the Lessee shall be prevented from occupying or using the demised premises or shall be prevented from conducting or operating its business on the demised premises by any final action, order or ruling of any final court order, or any other federal, state or local authority, then Lessee may, at its option, cancel this lease by written notice to Lessor and the lease shall be terminated thirty (30) days after the receipt of that notice.

Article Thirteen
Right of Reentry and Reletting

Section 13.1. In the event of any breach of the terms and conditions of this lease, or abandonment of the demised premises by Lessee, then Lessor, besides other rights or remedies Lessor may have, shall have the immediate right of reentry, and may remove all persons and property from the demised premises. That property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

Section 13.2. Should Lessor elect to reenter, as provided here, or should Lessor take possession pursuant to legal proceedings, or under any notice provided for by law, Lessor may terminate this lease, relet the premises, or any part of them, for such term or terms, which may extend beyond the term of this lease, and at such rental or rentals, and on such other terms and conditions, as Lessor in Lessor's sole discretion may deem advisable, with the right to make alterations and repairs to the premises.

Section 13.3. Should Lessor, in the event of Lessee's breach of the lease, or abandonment of the demised premises, elect to relet the premises without terminating this lease, rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due under this lease from Lessee to Lessor; second, to the payment of costs and expenses, if any, of that reletting and of any alterations or repairs required for it; third, to the payment of rent due and unpaid under this lease; and the residue, if any, shall be held by Lessor and applied in payment of future rent as it may become due under this lease. Should those rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee under this lease, then Lessee shall pay such deficiency to Lessor. That deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, the costs and expenses, including actual attorney's fees, if any, incurred by Lessor in the reletting.

Section 13.4. No reentry or taking possession of the demised premises by Lessor shall be construed as an election on Lessor's part to terminate this lease unless a written notice of that intention is given to Lessee, or unless termination is decreed by a court of competent jurisdiction.

Notwithstanding any reletting without termination, Lessor may at any later time elect to terminate this lease for a previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of the breach, including the cost of recovering the premises, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due by Lessee to Lessor.

Article Fourteen Advertising Signs

Section 14.1. Lessee shall have the right to install and operate signs on the leased premises that advertise its presence in the West Square Building. However, no advertising signs shall be erected or maintained by Lessee without first obtaining the written consent of Lessor. Any signs erected shall conform to the general theme of other signs on or about the building and premises. The consent of the Lessor shall not be unreasonably withheld.

Article Fifteen Lessor Held Harmless

Section 15.1. Lessee agrees to indemnify Lessor against all liability of any nature, including claims, loss and damage to which Lessor may be subject by reason of any act or negligence of Lessee causing damage to persons or property, or both, in connection with Lessee's use and occupancy of the demised premises and the conduct of its business at the demised premises. However, Lessee shall not be liable for any damage, injury or loss solely caused by the negligence of Lessor, its agents or employees. Further, Lessor shall give to Lessee reasonable notice of any claim made or suit instituted, and Lessee shall have the right to compromise and defend.

Article Sixteen Taxes and Licenses

Section 16.1. Lessee shall pay all personal property taxes and all other taxes or assessments levied or charged upon or against Lessee's operations under this lease. Lessee shall also pay all license or permit fees necessary or required by law for the conduct of its operation under this lease.

Article Seventeen Utility Service

Section 17.1. Lessor shall pay all charges for water, gas, and electricity. Lessee shall pay all charges for installation and use of all telephone or other communications services.

Section 17.2. Unless expressly stated to the contrary in annex B, attached and incorporated here by reference, the quality and quantity of the water, gas, and electricity services are accepted by Lessee "as is," and Lessor shall not be obligated to cure any deficiency of those services but may at its option do so. Lessee expressly waives all claims against Lessor for compensation for any loss or damage sustained by reason of any defect, deficiency or impairment of any water system, drainage or sewage system, gas

supply system, electrical supply system or electrical apparatus or wires serving the demised premises not caused by the actionable negligence of Lessor.

Article Eighteen

Title to Capital Improvements, Equipment, Trade Fixtures and Personal Property

Section 18.1. Title to equipment, trade fixtures and personal property constructed or installed by Lessee under Article Five of this lease, shall remain the property of Lessee, or such other person as Lessee may designate, unless Lessee has at any time during the term or any extended term of this lease by written notice and election, vested title to all or any part of that property in the Lessor. Lessee shall have the right any time during the term or any extended term of this lease, to remove any or all of its equipment, trade fixtures and personal property other than capital improvements, provided Lessee is not in default in its payments to Lessor under this lease, and subject further to Lessee's obligation to repair all damage, if any, reasonable wear and tear excepted, resulting from such removal. Lessee agrees to remove its equipment, trade fixtures and personal property at the expiration or other termination of this lease. Upon the failure of Lessee to remove any of that equipment, trade fixtures or personal property within ten (10) days after the expiration or other termination of this lease, Lessor shall have the right to remove it and charge to Lessee the actual cost of removal and restoration. Any equipment, trade fixtures or personal property not removed by Lessee at the expiration or other termination of this lease shall upon termination become the property of the Lessor.

Section 18.2. Title to any capital improvements constructed or installed by Lessee upon the leased premises shall remain the property of Lessor upon the termination of this lease. However, equipment, trade fixtures, or personal property installed by Lessee shall remain the property of Lessee unless it is considered a capital improvement, in which case title to it shall be vested in Lessor.

Article Nineteen

Surrender of Possession

Section 19.1. Upon the expiration or earlier termination of this lease, Lessee shall then surrender possession of the demised premises in accordance with Article Eighteen, including capital improvements contemplated here, in as good condition as when received, reasonable wear and tear, damage by flood, fire, earthquake, other casualty or acts of God or of the public enemy excepted. In that event, title to all capital improvements on the demised premises constructed or installed by Lessee pursuant to Article Five of this lease shall vest in Lessor.

Article Twenty

Covenants and Warranties of Lessee

Section 20.1. Lessee warrants that Lessee shall not do or permit to be done anything upon the demised premises:

(a) Which will invalidate or conflict with any fire or any casualty insurance policies covering the Lessor's entire facility, the demised premises, or any part of them; or

(b) Which, in the opinion of Lessor, may constitute an extra-hazardous condition so as to increase the risk normally attendant upon the operations contemplated in the use of the demised premises.

**Article Twenty-One
Inspection by Lessor**

Section 21.1. The Lessor, or any person designated by them, shall at all times have reasonable access to the demised premises, and in the event of any emergency the parties or their representatives shall have the right to take such action at the demised premises as they may deem necessary for the protection of persons or property.

**Article Twenty-Two
Successors and Assigns**

Section 22.1. This lease shall be binding and inure to the benefit of the successors, heirs and assigns of the parties.

**Article Twenty-Three
Other Agreements Not Affected**

Section 23.1. Neither this lease nor any of the terms or conditions in this lease shall in any manner affect any of the rights or obligations of either of the parties to this lease because of any prior lease, license, permit or agreement of the parties. No prior lease, license, permit or agreement shall affect the rights and duties parties to this lease.

**Article Twenty-Four
Miscellaneous**

Section 24.1. The section headings appearing here shall not affect the provisions of this lease.

Section 24.2. No waiver by Lessor or Lessee of any breach of any provision of this lease is a waiver of any breach of any other provision of this lease. Any continuing or subsequent acceptance of rent under this lease by Lessor is not to be deemed a waiver of any preceding breach by Lessee of any terms, covenants, or conditions of this lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of that preceding breach at the time of acceptance of that rent.

Section 24.3. The rights of each party are cumulative and additional to any other legal rights that the party may have in the event of any default of the other.

Section 24.4. In the event any condition or provision contained here is invalidated by final judgment of any court of competent jurisdiction, the invalidity of that condition or provision shall not in any way affect any other condition or provision contained here if the invalidity of that condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid conditions or provisions of this lease.

Section 24.5. This lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

Section 24.6. Written notices to Lessor under this lease shall be given by registered mail, postage prepaid, and addressed to Sauk County Department of Emergency Management, Buildings and Safety, 515 Oak Street, Baraboo, Wisconsin 53913 ATTN: Administrator.

Section 24.7. Written notices to Lessee under this lease shall be given by registered mail, postage prepaid and addressed to _____, or to such other person or address that Lessee may designate by written notice to Lessor.

Section 24.8. Whenever approval is required by one of the parties, the party having to give approval shall not unreasonably withhold it and it shall be timely given.

Section 24.9. If Lessor shall without any fault on the part of the Lessor be made a party to any litigation commenced by or against the Lessee relating to the demised premises or to this lease, then the Lessee shall pay on demand all costs and reasonable attorney's fees incurred by Lessor in that litigation. In the event any action is brought by Lessor to recover any due rent and unpaid balance under this lease, or to recover possession of the demised premises, or in the event any action is brought by Lessor or Lessee to enforce or for the breach of any of the terms of this lease, the prevailing party shall be entitled to recover reasonable attorney's fees to be fixed by the court together with costs of suit incurred.

Section 24.10. Nothing contained in this lease shall constitute the relationship of principal and agent or of partnership or of joint venture, or of any association between Lessor and Lessee, and neither the method of computation of rent, nor any other provisions contained in this lease, nor any acts of the parties, shall create any relationship between Lessor and Lessee, other than the relationship of landlord and tenant.

Section 24.11. This lease and the annexes attached to it contain the entire agreement of the parties with respect to the matters covered there. No other agreements, statements or promises made by any party to this lease, or any employee, officer or agent of that party that is not contained in this lease shall be binding or valid.

Section 24.12. It is agreed by the parties to this lease that this lease shall not become effective until it is approved by the Sauk County Board of Supervisors.

FOR LESSOR, SAUK COUNTY

FOR LESSEE,

Marty Krueger
Chairperson, Board of Supervisors

Rebecca A. DeMars
Sauk County Clerk

This agreement was drafted by Attorney Todd J. Liebman
Sauk County Corporation Counsel

RESOLUTION NO. 79-12

**APPROVING BUILDING SPACE LEASE IN THE WEST SQUARE
ADMINISTRATION BUILDING WITH THE DEPARTMENT OF WORKFORCE
DEVELOPMENT**

WHEREAS, the Department of Workforce Development approached Sauk County about possibly lease space within the county facilities because of the close association of many of their programs with County Departments; and,

WHEREAS, Sauk County has had a number of departmental changes within the West Square Administration facility since it was first constructed; and,

WHEREAS, a space needs assessment and schematic design were completed and it was determined that there would be space available for the Department of Workforce Development; and,

WHEREAS, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel have been working with the Department of Administration regarding a five (5) year lease with the Department of Workforce Development for space in the West Square Administration Building,


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

AND BE IT FURTHER RESOLVED, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do not extend the term of the lease except as provided in the lease agreement.

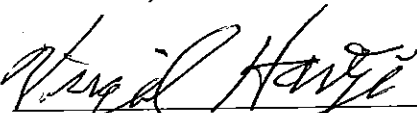
For consideration by the Sauk County Board of Supervisors on August 21st, 2012.

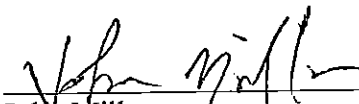
Respectfully submitted,

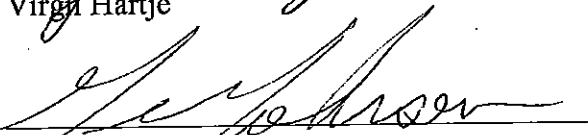
SAUK COUNTY PROPERTY & INSURANCE COMMITTEE


Dave Riek, Chair


Scott Von Asten


Virgil Hartje


John Miller


George Johnson

Fiscal Note: Completion of the initial term of this agreement will generate \$57,837.73 in revenue.

Information System Note: No Information System impact.

LEASE AMENDMENT

This LEASE AMENDMENT is made and entered into this 14th day of October, 2008, by and between Sauk County ("Lessor"), and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION ("Lessee").

WHEREAS Lessor and Lessee have entered into a lease dated February 2, 1995, together with all amending instructions subsequent thereto (collectively, the "Lease"), which Lease covers approximately 450 square feet of office space (the "Premises") in Lessor's building (the "Building"), together with all appurtenances and access to common areas, located at 505 Broadway in the City of Baraboo, Wisconsin (the "Building"), and

WHEREAS, Lessor and Lessee thereto wish to amend said Lease,

NOW, THEREFORE, IT IS AGREED THIS 14th DAY OF October, 2008:

In consideration of the mutual covenants contained herein, Lessor and Lessee agree to amend the Lease effective on March 1, 2009 (the "Commencement Date") as follows:

1. The term of the Lease shall be extended for a term of five years, commencing on March 1, 2009 and ending on February 28, 2014.
2. In addition, the lease term may, at the option of the Lessee, be renewed for two successive two-year periods from and after March 1, 2014, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided notice be given in writing to the Lessor at least 90 days before the Lease or any renewal thereof would otherwise expire.

3. Rent payable during the extended five-year term and renewal options shall be payable in accordance with the schedule below.

Rental Rate Schedule			
Begin Date	End Date	Annual Rent	Monthly Rent
March 1, 2008	February 28, 2009	\$5,400.00	\$450.00
March 1, 2009	February 28, 2010	\$5,616.00	\$468.00
March 1, 2010	February 28, 2011	\$5,616.00	\$468.00
March 1, 2011	February 29, 2012	\$5,840.64	\$486.72
March 1, 2012	February 28, 2013	\$5,840.64	\$486.72
March 1, 2013	February 28, 2014	\$6,074.26	\$506.19
March 1, 2014	February 28, 2015	\$6,074.26	\$506.19
March 1, 2015	February 29, 2016	\$6,317.23	\$526.44
March 1, 2016	February 28, 2017	\$6,317.23	\$526.44
March 1, 2017	February 28, 2018	\$6,569.91	\$547.49

All other provisions of the Lease, except as otherwise expressly provided herein, shall continue to be binding upon the parties thereto and shall inure to the benefit of said parties, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR:
Sauk County

In presence of:

By: _____

Dated: _____

Social Security or Taxpayer Number: _____

LESSEE:
State of Wisconsin

By: _____

MICHAEL L. MORGAN
SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: _____

By: _____

MARILYN PIERCE
DEPUTY ADMINISTRATOR
DIVISION OF STATE FACILITIES

Dated: _____

File No. 370-020

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON
GOVERNOR

JAMES R. KLAUSER
SECRETARY



Mailing Address:
Post Office Box 7864
Madison, WI 53707-7864

March 18, 1996

J. Thomas McCarty
Sauk County
505 Broadway
Baraboo, WI 53913

Dear Mr. McCarty:
Lease Number 370-020

Attached hereto is an executed copy of the lease covering space in the County building at 505 Broadway, Baraboo, to be occupied by the Department of Natural Resources.

The lease is for the period from March 1, 1996 or date of occupancy to February 28, 2001 and contains one five-year extension from March 1, 2001.

The rental is at the initial rate of \$356.25 per month.

Sincerely,

A handwritten signature in cursive script that reads "Gerald A. Miller".

Gerald A. Miller
State Leasing Officer
Division of Buildings and Police Services

Attachments

cc: Greg Samp
370-020

MAR 20 1996

L E A S E

THIS LEASE, made and entered into this 2nd day of February, 1995, by and between Sauk County (the "Lessor"), whose address is 505 Broadway, Baraboo, WI 53913, and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

WITNESSETH, The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following described premises (the "Premises"):

approximately 450 square feet of office space on the second floor in Lessor's building, together with all appurtenances including breakroom, conference rooms and access to common areas, located at 505 Broadway in the City of Baraboo, Wisconsin (the "Building").

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as office space for the Department of Natural Resources or such other agency that may be designated by Lessee (collectively, the "Tenant").

3. **TERM, RENEWALS.** The lease term hereunder shall begin on March 1, 1996 or date of occupancy, and end on February 28, 2001. This Lease may, at the option of the Lessee, be renewed for one successive five year-year period from and after March 1, 2001, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided notice be given in writing to the Lessor at least 90 days before the Lease or any renewal thereof would otherwise expire.

4. **ASSIGNMENT, SUBLETTING.** The Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor.

5. **RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the initial lease year at the following rate: The sum of Four Thousand Two Hundred Seventy Five and No/100 Dollars (\$4,275.00) per annum, in equal monthly installments of Three Hundred Fifty Six and 25/100 Dollars

(\$356.25). The annual rental rate will increase to Four Thousand Seven Hundred Twenty Five and No/100 Dollars during the renewal period.

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

6. COVENANTS OF LESSOR. Lessor hereby covenants and agrees with Lessee as follows:

- a. Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy.
- b. The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c. Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d. Lessor shall be responsible for any real estate taxes and any assessments on the Premises.
- e. In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for

training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the nondiscrimination clause.

Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is ten thousand dollars (\$10,000) or more per year and the Lessor employs ten (10) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Administrative Services, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.

- f. The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or unencapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises

until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

- g. The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-Pers. 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.

7. COVENANTS OF LESSEE. Lessee hereby covenants and agrees with Lessor as follows:

- a. Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b. At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire.
- c. The Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee and the owner as Lessor.
- d. The Lessee will be responsible for any acts or omissions of its agents or employees while acting in official capacity as their employees.

e. Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor.

8. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises, as well as public liability insurance in the amount of not less than \$1,000,000. Lessor shall provide a certificate of insurance to Lessee evidencing such coverage.

Lessee is protected by the State of Wisconsin Self-Funded Liability and Property Programs. Sections 20.865(1)(f) and (fm), Wisconsin Statutes, provide funds to pay property and liability claims. In addition, section 895.46 provides that the state will pay judgments taken against state officers or employees for acts carried out while the officers or employees were acting within the scope of their employment. This shall be deemed as evidence of protection for applicable liability claims brought against the state, its officers or employees and damage to property for which the state may be responsible.

9. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees or of any person on the Premises with the express permission of the Lessee. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

10. **DAMAGE OR DESTRUCTION.** If the said Premises be wholly destroyed by fire or other casualty this Lease shall immediately terminate. In case of partial destruction or damage so as to render the Premises untenable, either party may terminate the Lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a post paid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: J. Thomas McCarty
Administrative Coordinator
Sauk County
505 Broadway
Baraboo, WI 53913

If to Lessee: State Leasing Officer
State of Wisconsin
Department of Administration
101 East Wilson Street, 10th Floor
P.O.Box 7864
Madison, WI 53707-7864

12. **FUNDING.** This Lease is subject to the availability of funds for the payment of rentals in accordance with Article VIII, Section 4 of the Wisconsin Constitution.

13. **RIGHT TO LEASE ADDITIONAL SPACE.** Lessor may, from time to time, make additional office or storage space available in the Building for lease by the Lessee. Such additional space may be added to this lease via a letter of addendum, under mutually agreeable terms and conditions.

14. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.

15. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

16. **CANCELLATION** This Lease may be cancelled by Lessee or Lessor upon 120 days prior written notice during any term or any period of the lease the original term, renewals, or extended periods invoked under the provisions of sec. 704.25, Wis. Stats. Such notice may be given at any time including the last 120 days of the original term.

17. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

18. **AUTHORIZATION, BINDING EFFECT.** This Lease is not valid or effective for any purpose until approved by the Deputy Secretary of the Department of Administration, and no work is authorized until the Lessor has been given written notice to proceed by the Department of Administration, Division of Buildings and Police Services.

This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR:
SAUK COUNTY

In presence of:

Lynn K Olson
Karen Kael

By: [Signature]

Dated: 2/22/96

Social Security or Taxpayer Number:

39-6005740

LESSEE:
State of Wisconsin

By: [Signature]

GEORGE F. LIGHTBOURN,
DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: 3-11-96

By: [Signature]

JOHN C. MARX,
ADMINISTRATOR
DIVISION OF BUILDINGS & POLICE SERVICES

Dated: 3-9-96

File No. 370-020

SCHEDULE I

The Lessor shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures as follows:

Summer
76 Degrees(+/- 2°)

Winter
70 Degrees(+/- 2°)

2. Heat and air conditioning costs.
3. Provide safe drinking water with hot and cold running water for restrooms and janitorial facilities.
4. Water and sewer costs.
5. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations. A "Test and Balance Report" may be required prior to acceptance of the Premises by Lessee.
6. Install and maintain fire extinguishers according to building code and underwriters' recommendations.
7. Provide lighting of (50) footcandles throughout the demised area with (70) footcandles at desk height in task area.
8. Provide (2) master keys for entrance doors.
9. Furnish and install light bulbs, fluorescent tubes, starters, ballasts or transformers.
10. Provide electricity for lights and other electrical equipment necessary for operation of the office.
11. All areas of the Premises, the applicable common areas, and entrances and exits serving the Premises shall meet all requirements of handicapped accessibility, health, and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters ILHR 50 thru 64 and Americans With Disabilities Act guidelines (ADAAG). The ADAAG guidelines will take precedence over state building codes Chapter 52.04, except when such state codes shall be equal to or exceed specifications in ADAAG.
12. Furnish building occupancy or use permit if required.
13. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
14. JANITORIAL SERVICES: Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds not specifically excluded consistent with other Tenants of the Building. This may include, but is not limited to, the plowing and removal of snow, removal of trash, and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of recyclable materials shall comply with sections 16.15(3) and 159.07, Wis. Stats., which require recycling the following items: aluminum containers,

corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclables and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 159.13, Wis. Stats.

The following is a list of desired activities to be performed at least as often as indicated. While this list may omit some minor activities, it is the intent of this list to promote a building with a "High Standard Of Cleanliness".

AREA AND FREQUENCY INDICATION:

DAILY

- a. All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc.) - Clean glass in doors and metal framework; Empty/clean ashtrays, waste containers and replace can liners; Sweep, mop and polish floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish water fountains; and spot clean walls and doors.
- b. Restrooms - Clean and disinfect dispensers, sinks, toilets, urinals and polish brightwork.
- c. Office Areas - Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

ONCE-WEEKLY

- a. Common Areas - Dust and/or damp wipe furnishings, moldings, handrails, fixtures, etc. Clean/disinfect and polish brightwork. Polish floor.
- b. Restrooms - Acid clean inside toilet bowls and urinals; and damp wipe wall, doors, vents and furnishings.
- c. Offices - Vacuum upholstered furniture; and edge-vacuum carpet.

SEMI-ANNUALLY

- a. Resilient/Hard floor Areas - Strip, seal and refinish floors in spring and fall.
- b. Carpet Areas - Wet extract carpet and apply soil retardant in spring and fall.
- c. Restrooms - Wash walls, ceilings, doors and partitions in winter and summer.
- d. Windows - Wash windows and storms both inside and outside and vacuum screens in spring and fall.
- e. Light Fixtures - Clean fixtures and diffusers

15. Install electrical, data and telephone outlets according to plan.

16. Provide individual light switches for individual rooms.
17. Provide signage, including building directory listing, suite identification, and any other signage consistent with others in the Building.
18. Provide parking in common in an adjacent parking area.
19. In the event the Lessor does not furnish the aforementioned services and items or the demised Premises is untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.
20. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon plans.

File No. 370-020