



Agenda

Sauk County Board of Supervisors - Regular Meeting

- Tuesday, July 19, 2011
 - 6:00 p.m.
 - West Square Building, 505 Broadway, Room #326, Baraboo, Wisconsin
-

Special Meetings

5:30 p.m., Economic Development Committee:

- Gallery of County Board Room #326A to consider:

- 1.) Possible Resolution -2011 Approving Agency Agreement Federal Block Grant Owners Assurances At The Tri-County Airport.

5:30 p.m., Highway & Parks, Property & Insurance and Communications Infrastructure Committees:

- Gallery of County Board Room #326A to consider:

- 1.) Resolution -2011 Authorization To Contract With _____ For The Underground Fiber Optic Cable Construction To The Sauk County Highway Department.

5:50 p.m., Finance Committee:

- Gallery of County Board Room #326A to consider:

- 2.) Approval of County vouchers

Regular Sauk County Board of Supervisors Meeting

- Call to order regular meeting.
- Roll call.
- Certify compliance with Open Meeting Law.
- Invocation and pledge of allegiance.
- Adoption of agenda.
- Approval of minutes of previous meeting.
- Scheduled appearances:
 1. Gene Dalhoff, Executive Director, Sauk County Development Corporation
- 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.

- **Communications:**

1. Letter from Kevin P. Reilly, President University of Wisconsin System, thank you for the Sauk County Board of Supervisors' support of the *Wisconsin Idea Partnership* and preservation of a unified UW System, as expressed in Sauk County Resolution 55-2011.
(PAGE 5)

- **Bills & referrals.**
- **Claims.**

- **Appointments:**

Board Of Adjustment:

Citizen members, (3 year term)

Daniel C. Kettner, Township of Spring Green, Term expires 06/30/2014

Alternate members reappointments, (3 year terms)

1st: David Wernecke, Township of Greenfield term expires 06/30/2014

2nd: Ron Lestikow, Township of Merrimac term expires 06/30/2014

- **Unfinished Business:** None.

- **Reports - informational, no action required:**

1. Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.
2. Bill Orth, Sauk County Human Services Director: Income Maintenance Program changes.
3. Supervisor Fordham, Vice-Chair, Executive & Legislative Committee.
4. Marty Krueger, County Board Chair
 - a. Amending Chapter 36 of the Sauk county Code of Ordinances Sauk County code of Ethics and Values.
 - b. Sauk County Development Corporation
5. Kathryn Schauf, Administrative Coordinator

- **Consent Agenda:**

Page # COMMITTEE:

LAW ENFORCEMENT & JUDICIARY:

- 6 Resolution 67-2011 Commending Margo A. Busser for fifteen Years of Faithful Service To The People Of Sauk County.

- **Resolutions & Ordinances:**

<u>Page #</u>	<u>COMMITTEE:</u>
	ECONOMIC DEVELOPMENT and TRI-COUNTY AIRPORT COMMISSION:
7-11	<i>Possible</i> Resolution 68-2011 Approving Agency Agreement Federal Block Grant Owners Assurances At The Tri-County Airport.
	EXECUTIVE & LEGISLATIVE:
12	Resolution 69-2011 Authorizing Reimbursement For Attendance At The Wisconsin Counties Association (WCA) Conference In Lake Delton.
	HIGHWAY & PARKS, PROPERTY & INSURANCE and COMMUNICATIONS INFRASTRUCTURE:
13-14	Resolution 70-2011 Authorization To Contract With _____ For The Underground Fiber Optic Cable Construction To The Sauk County Highway Department
	LAND CONSERVATION and PLANNING, ZONING & LAND RECORDS:
15-29	<i>Possible</i> Resolution 71-2011 Authorizing An Agreement With The Sauk County Development Corporation For Administrative Support Services Within The Conservation, Planning and Zoning Department.
30-31	Resolution 72-2011 Authorizing Attendance At The Southern Area Association Meeting and Tour.
	PROPERTY & INSURANCE:
32-43	Resolution 73-2011 Approving Of Lease Of 150 Square Feet Of Office Space To The Sauk County Development Corporation.
	PUBLIC HEALTH BOARD, PERSONNEL and FINANCE:
44-48	Resolution 74-2011 To Eliminate A Dietary Technician Position And Create A Part-Time Registered Dietitian Project Position In The Women Infants And Children Program Outside Of The Budget Process.

- **Adjournment to a date certain.**

Respectfully,



Martin F. Krueger
County Board Chair

➤ **County Board members, County staff, and members of the public:**

- 1.) For official records purposes, provide the County Clerk a copy of:
 - informational handouts distributed to Board members
 - original letters and communications presented to the Board

➤ **County Board members:**

- 1.) **Registration deadline for the 2011 Wisconsin Counties Association (WCA) Annual Conference on September 25-27, 2011**, hosted by Sauk County at the Kalahari Resort, Lake Delton, **is Tuesday, July 19, 2011** to the County Clerk's office.
- 2.) 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: July 13, 2011

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

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Office of the President

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RECEIVED

JUL 7 2011

July 5, 2011

SAUK COUNTY CLERK
BARABOO, WISCONSIN

Beverly J. Mielke, County Clerk
Sauk County Board of Supervisors
Sauk County West Square Bldg., Room #144
404 Broadway
Baraboo, WI 53913

Dear County Supervisors:

On behalf of the University of Wisconsin System, thank you for the Sauk County Board of Supervisors' support of the *Wisconsin Idea Partnership* and the preservation of a unified UW System, as expressed in Resolution No. 55-11.

This support has been vital as we have advocated for changes that better position the University of Wisconsin to successfully meet the challenges and opportunities that will come up in the short-term and in years to come.

Your interest and efforts on behalf of the University of Wisconsin are a fine example of the enduring close bonds between the University and the people of Wisconsin, a notion that is embodied in the Wisconsin Idea.

As we continue to prepare for the future in a manner that preserves UW System's reputation for excellence and our strong commitment to accountability, I hope that we can live up to your expectations and count on your continued support.

Thanks again.

Sincerely,

Kevin P. Reilly
President

**COMMENDING MARGO A. BUSSEY FOR FIFTEEN YEARS
OF FAITHFUL SERVICE TO THE PEOPLE OF SAUK COUNTY**

WHEREAS, Margo A. Bussey was hired on July 1, 1996 by Sauk County; and

WHEREAS, she was employed by Sauk County Sheriff's Department where she served as the Facility Medical Supervisor; and

WHEREAS, Margo A. Bussey has retired on July 7, 2011; and

WHEREAS, the Sauk County Board of Supervisors hereby expresses its appreciation and commends Margo A. Bussey for serving with dedication and faithfulness.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session that Margo A. Bussey is recognized for faithful service to the people of Sauk County.

For consideration by the Sauk County Board of Supervisors this 19th day of July, 2011

Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT AND JUDICIARY COMMITTEE

DONALD C. STEVENS, CHAIR

PETER TOLLAKSEN

FRED HALFEN

ROBERT SINKLAIR

GEORGE JOHNSON

Fiscal Note: No Fiscal Impact *KL*
MIS Note: No MIS Impact

RESOLUTION NO. 68 - 11

**APPROVING AGENCY AGREEMENT FEDERAL BLOCK GRANT
OWNERS ASSURANCES AT THE TRI-COUNTY AIRPORT**

WHEREAS, Iowa, Richland and Sauk Counties jointly own the Tri-County Airport which is governed by the Tri-County Airport Commission; and,

WHEREAS, the Tri-County Airport Commission has determined that it is in the best interest of the three county owners of the Tri-County Airport to seek a Federal Block Grant through the State of Wisconsin Department of Transportation to perform certain work to include the following:

"Crack fill and sealcoat airport pavements; reconstruct hangar taxiways south of terminal ramp; design reconstruction of Runway 9/27, reconstruct parking lot and road to terminal building; and any necessary related work."

WHEREAS, the three county owners must agree to the prescribed terms and conditions in order to receive this grant, and your undersigned commission does believe that these conditions are reasonable and entering into this agreement is in the best interest of the three county owners.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Tri-County Airport Commission, by the Chairman and Vice Chairman of the Tri-County Airport Commission, is hereby authorized to sign the Agency Agreement and Federal Block Grant Assurances, and any other documents necessary to apply for the grant and receive the funds from the Federal Government; and,

BE IT FURTHER RESOLVED, by the Sponsor, that the Secretary is hereby designated as it's agent and is requested to agree to act as such in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the complete project whether by contract, agreement, force account or otherwise; and particularly to accept, receive, receipt and for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and to acquire property or interest in property by purchase, gift, lease, or eminent domain under Chapter 32 of the Wisconsin Statutes; and to supervise the work of any engineer, appraiser, negotiator, contractor or other person employee by the Secretary; and to execute any assurance or other document required or requested by any agency of the federal government and to comply with all federal and state laws, rules and regulations relating to airport development projects; and,

BE IT FURTHER RESOLVED, that the sponsor requests that the Secretary provide per Section 114.33(8)(a) of the Wisconsin Statutes., that the Sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project; and,

BE IT FURTHER RESOLVED, that the following Airport Owner Assurances are approved and the Sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Chapter Trans 55, Wisconsin Administrative Code, or in accordance with Sponsor assurances enumerated in a Federal Grant Agreement.

RESOLUTION NO. 48-11

Page 2

For consideration by the Sauk County Board of Supervisors on July 19, 2011

Respectfully submitted,

TRI COUNTY AIRPORT COMMISSION

DONALD STEVENS, Sauk County Commissioner

ECONOMIC DEVELOPMENT COMMITTEE

MARTIN F. KRUEGER

KATHERINE ZOWIN

PETER MURRAY

JOEL GAALSWYK

DAVID RIEK

DONALD STEVENS

GERALD LEHMAN

FISCAL NOTE: This Resolution authorizes the Tri-County Airport Commission to apply for block grant funding from the Federal Government for improvement of the Tri-County Airport. To receive the money, the owners have to agree to continue to operate during the useful life of the improvements to the airport. Funding for these projects is expected to be 95% federal, 2.5% state, and the remaining 2.5% split evenly between the three owner counties. Specific projects will be undertaken only to the extent the counties allocate funds.

MIS NOTE: No MIS impact.

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AGENCY AGREEMENT AND FEDERAL BLOCK GRANT OWNER ASSURANCES

Department of Transportation
Bureau of Aeronautics
Madison, Wisconsin

WHEREAS, the Tri-County Airport Commission, hereinafter referred to as the Sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Tri-County Regional Airport project to:

Crackfill and sealcoat airport pavements; reconstruct hangar taxiways south of terminal ramp; design reconstruction of Runway 9/27, reconstruct parking lot and road to terminal building; and any necessary related work.

WHEREAS, the Sponsor adopted a resolution on _____, 2010, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

AGENCY AGREEMENT.....

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the Sponsor until financial closing of this project;

NOW THEREFORE, the Sponsor and the Secretary do mutually agree that the Secretary shall act as the Sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the Sponsor.

SECRETARY OF TRANSPORTATION

David M. Greene, Director
Bureau of Aeronautics

FEDERAL BLOCK GRANT OWNER ASSURANCES.....

WHEREAS, the Sponsor does agree to the conditions established in Trans 55, Wisconsin Administrative Code, and, for projects receiving federal aid, to the attached Federal Sponsor Assurances which are a condition of a Federal Grant of funds.

The Federal Block Grant Owner Assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the Finding;

Acceptance: The Sponsor does hereby accept the Agency Agreement and the Federal Block Grant Owner Assurances.

Sponsor: The Tri-County Airport Commission

Name

Title

Date

Name

Title

Date

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**RESOLUTION PETITIONING
THE SECRETARY OF TRANSPORTATION
FOR AIRPORT IMPROVEMENT AID
BY**

**Tri-County Airport Commission
Sauk, Richland, and Iowa Counties, Wisconsin**

WHEREAS, the Tri-County Airport Commission, hereinafter referred to as the Sponsor, being a municipal Body Corporate of the State of Wisconsin, is authorized by law (sec. 114.11, Wis. Stats.) to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the Sponsor desires to develop or improve the Tri-County Regional Airport,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, airport users have been consulted in formulation of the improvements included in this Resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Chapter 114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

THEREFORE, BE IT RESOLVED, By the Sponsor that a petition for Federal and (or) State Aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with Federal and State Aid or State Aid only, in accordance with the applicable State and Federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a General Aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: crackfill and sealcoat airport pavements; reconstruct hangar taxiways south of terminal ramp; design reconstruction of Runway 9/27, reconstruct parking lot and road to terminal building; and any necessary related work.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the Sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the Sponsor by the Secretary; the Sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the Sponsor does not provide the same; and

WHEREAS, the Sponsor is required by law (sec. 114.32(5), Wis. Stats.) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the Sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under chapter 32 of the Wisconsin Statutes; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the Sponsor requests that the Secretary provide, per Section 114.33(8)(a) of the Wis. Stats., that the Sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED that the Sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Chapter Trans 55, Wisconsin Administrative Code, or in accordance with Sponsor assurances enumerated in a Federal Grant Agreement.

AND BE IT FURTHER RESOLVED THAT THE Chairman, Tri-County Airport Commission and Vice Chairman, Tri-County Airport Commission be authorized to sign and execute the Agency Agreement and Federal Block Grant Owner Assurances authorized by this Resolution.

RESOLUTION INTRODUCED BY

(TITLE)

(TITLE)

(TITLE)

CERTIFICATION

I, _____, Clerk of Tri-County Airport Commission, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a _____ meeting of the _____ on _____, 2010, adopted by a majority vote, and recorded in the minutes of said meeting.

Clerk

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RESOLUTION NO. 69 - 11

AUTHORIZING REIMBURSEMENT FOR ATTENDANCE AT THE WCA CONFERENCE IN LAKE DELTON

WHEREAS, on September 25 - 27, 2011 the Wisconsin Counties Association is hosting their annual conference in Lake Delton; and,

WHEREAS, this session will allow policy makers an opportunity to learn about a variety of issues that occur in state legislative issues as well as the technological advances used in state legislative issues today; and,

WHEREAS, the Rules of the Board stipulate that attendance at a school, institute or meeting which is not a part of regular committee meetings requires approval by the County Board of Supervisors (Rule V. B. of the Rules of the Sauk County Board of Supervisors.).

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby approves compensating and reimbursing expenses of County Board of Supervisors (per diem, mileage, and registration fees) for attendance at the Wisconsin Counties Association Conference in Lake Delton, WI on September 25 - 27, 2011; and,

For consideration by the Sauk County Board of Supervisors on July 19, 2011.

Respectfully submitted,

EXECUTIVE AND LEGISLATIVE COMMITTEE

MARTIN F. KRUEGER, Chair

JOAN FORDHAM

STEVEN BACH

SCOTT KEVIN ALEXANDER

WILLIAM F. WENZEL

Fiscal Note: Average cost per Board member including per diem, mileage and

Estimated Costs	Cost Per Person	Number of Persons	Total Estimated Cost
Registration	\$175.00	31	\$5,425.00
Per Diem	\$150.00	31	\$4,650.00
Mileage (average) (1)	\$82.50	31	\$2,557.50
Total Estimated Costs	\$407.50		\$12,632.50

(1) Avg 50 miles round trip x 3 days x 55 cents per mile

MIS Note: No MIS impact.

RESOLUTION NO. 20-11

**AUTHORIZATION TO CONTRACT WITH _____ FOR THE
UNDERGROUND FIBER OPTIC CABLE CONSTRUCTION TO THE SAUK COUNTY
HIGHWAY DEPARTMENT**

WHEREAS, by Resolution 46-11 the Sauk County Board of Supervisors authorized Engineering, CAD and Project Management for the installation of Fiber Optic cable to the Sauk County Highway Department; and,

WHEREAS, the Engineering and CAD work has been completed and a Request for Bid document was prepared and released to complete the underground constructions phase of this project; and,

WHEREAS, the Emergency Management, Buildings and Safety Administrator, Communications Technician and County Fiber Engineer, Lightwave Networks LLC, have reviewed the bids received (see attached Bid Tally sheet) with the Communications Infrastructure Committee, Property and Insurance Committee and Highway and Parks Committee; and,

WHEREAS, after careful consideration, the Communications Infrastructure Committee, Property and Insurance Committee and Highway and Parks Committee believe it is in the best interest of Sauk County to accept the bid of _____ at a cost of \$ _____ to complete the underground Fiber Optic Cable Construction to the Highway Department,

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 _____, Wisconsin to completed the underground Fiber Optic Cable Construction to the Highway Department at a cost of \$ _____

For consideration of the Sauk County Board of Supervisors on July 19th, 2011.

Submitted by:

SAUK COUNTY HIGHWAY COMMITTEE

Virgil Hartje, Chair

Tim Meister

Donald Stevens

Peter Tollaksen

Henry Netzingner

SAUK COUNTY PROPERTY & INSURANCE COMMITTEE

Virgil Hartje, Chair

Al Dippel

Lowell C.P. Haugen

George F. Johnson

David Riek

SAUK COUNTY COMMUNICATIONS INFRASTRUCTURE

Tommy Lee Bychinski

Robert Sinklair

Virgil Hartje

Fiscal Note:

This project will be initially funded by the Highway Department Building Improvements Fund. The Wisconsin Department of Transportation will reimburse the Department approximately 34% of the total project cost over a ten year depreciation schedule. *JB*

Information System Note: The installation of this fiber optic cable will provide high speed network connectivity which will allow for existing leased services to be cancelled.

**Authorizing an Agreement with the Sauk County Development Corporation
for Administrative Support Services within the Conservation, Planning, and
Zoning Department**

WHEREAS, the Sauk County Development Corporation is recognized as a private, non-profit corporation, supported by Sauk County and several Communities, and;

WHEREAS, Sauk County is recognized as a political subdivision of the State of Wisconsin, with the power to enter into agreements with numerous entities, and;

WHEREAS, there exists a community of interest between the Sauk County Development Corporation and the Conservation, Planning and Zoning Department, and;

WHEREAS, both agencies seek to form partnerships with public and private organizations, collaborate with in-common stakeholders, and articulate the benefits of community planning and economic development, and promote the stewardship of the County's natural resources, and;

WHEREAS, there is a benefit to physically locating the Sauk County Development Corporation within the Conservation, Planning and Zoning Office to promote efficient and effective communication between staff from each agency to further each agency's mission, and;

WHEREAS, the Sauk County Development Corporation finds it desirable to enter into an agreement to lease office space (150 square feet) and share office staff (hours equivalent equal to 0.25 full time equivalent) with the Conservation, Planning, and Zoning Department, and;

WHEREAS, such an agreement could provide long-term benefits to both Sauk County and the Sauk County Development Corporation, and;

WHEREAS, the Land Conservation Committee and Planning, Zoning, and Land Records Committee have reviewed this matter and found it in the interest of Sauk County to negotiate such an agreement with the Sauk County Development Corporation.

NOW THEREFORE BE IT RESOLVED that the Sauk County Director of Conservation, Planning, and Zoning be authorized and directed to sign the shared services agreement on behalf of Sauk County.

COPY

**Authorizing an Agreement with the Sauk County Development Corporation for
Administrative Support Services**

For consideration by the Sauk County Board of Supervisors on July 19, 2011.

Respectfully submitted,

Land Conservation Committee:

Lester Wiese, Chair

Linda Borleske

Katherine Zowin

Peter Murray

Tom Kriegl

**Planning, Zoning, and Land Records
Committee:**

Gerald Lehman, Chair

Lester Wiese

Judy Ashford

Fred Halfen

Don Nobs

Fiscal Note: The Sauk County Development Corporation will be billed for services provided at an hourly rate equivalent to the costs to the County to provide the services. *KPB*

M.I.S. Note: MIS support provided to staff performing duties for the SCDC will be provided in the same manner as for other County staff. Any costs incurred will be billed to the Conservation Planning and Zoning Department.

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

WHEREAS, Sauk County Development Corporation, a private, non-profit corporation, 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 Hundred and Fifty (150) square feet of office space at the Sauk County West Square Building.

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 Sauk County Development Corporation.

**Article Two.
Term of Lease**

Section 2.1. The term of this lease shall commence on July 1, 2011, and continue for a period of Five (5) years.

**Article Three
Rental**

Section 3.1. During the term of this lease, Lessee shall pay to Lessor as annual rent for the demised premises as provided in Attachment D attached hereto and incorporated by reference. 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 (\$1,950.00) payable in equal monthly installments of One Hundred Sixty Two Dollars and fifty cents (\$162.50) in advance on the first day of each month of the term of this lease. This fee shall increase by 2% 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 utilizing the Lessor's process and procedures for performing improvements to the premises. Those improvements, additions or alterations shall be made by the Lessor at the Lessee's expense. Prior to the construction of any improvement, addition or alteration to the demised premises, Lessee shall submit its request to the Administrator of Emergency Management, Buildings and Safety.

Section 5.2. Lessee shall arrange with Lessor for all design and construction services.

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. Lessee shall reimburse Lessor for its cost and expense in procuring all permits necessary for such construction.

Article Six

Repairs, Maintenance and Operation by Lessee

Section 6.1. Lessee shall keep the demised premises and all improvements, additions or alterations to them 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. Lessee is responsible for general cleaning of the space including garbage removal, detailing of office space, etc. The Lessor shall be responsible for all general maintenance of the space, and those expenses are included in the lease payment. Lessee is solely responsible for any damage caused to the premises related to the occupancy by the Lessee. Lessee shall promptly reimburse Lessor for the actual cost of repair of such damage. Lessee shall utilize the Lessor's work order process in arranging for maintenance or repairs from the Lessor. Lessor has the sole right and obligation to make repairs to the premises.

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, and Workers Compensation insurance required by law;

(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 be given to Lessee, or unless termination be 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 during the period of occupancy by Lessee 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 Sauk County Development Corporation, 505 Broadway, Baraboo, Wisconsin ATTN: Executive Director, 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, SAUK COUNTY
DEVELOPMENT CORPORATION**

Marty Krueger
Chairperson, Board of Supervisors

Date: _____

Roger Friede, Jr.
President

Date: _____

Rebecca A. DeMars
Sauk County Clerk

Date: _____

Gene Dalhoff
Executive Director

Date: _____

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

s:\ccounsel\22scdlease1 doc.doc

**Sauk County CPZ Memorandum of Understanding for the Provision of Services to
Sauk County Development Corporation**

- 1) **Purpose.** This Memorandum of Understanding (MOU) establishes an inter-governmental agreement between Sauk County, by and through the Conservation, Planning, and Zoning Department (CPZ), and the Sauk County Development Corporation (the client). This agreement is effective when signed by CPZ and the client.
- 2) **Scope.** Under this MOU, CPZ will provide receptionist, minor clerical, and support services to the client for the client's administrative support. The client will have access to support personnel during regular CPZ business hours; currently 8:00 am. to 4:30 pm. Monday through Friday, excluding holidays
- 3) **Costs.** The client will reimburse CPZ for any costs incurred in the provision of agreed upon services. Upon request by the client, CPZ will provide a written quotation of any costs prior to the provision of services. Costs that will be passed on to the client are:
 - a) CPZ Staff Labor for administrative support services;
 - b) Any travel expenses incurred by CPZ staff in supporting the client's activities.
- 4) **CPZ Responsibilities.** CPZ will assign the necessary personnel to provide the services requested by the client. In order to fulfill the responsibility, CPZ will:
 - a) Provide receptionist and minor clerical / administrative duties on an as-needed basis.
 - b) Maintain records on services provided to the client, to include:
 - i) date and time of service
 - ii) a description of work performed
 - c) Provide recommendations to the client for value added services to effectuate administrative processes.
 - d) Comply with any additional terms set forth in addendums to this agreement.
- 5) **Client Responsibilities.** The client shall:
 - a) Ensure that this MOU is signed by an official who is authorized to sign such agreements;
 - b) Indemnify, hold harmless and defend Sauk County, its employees, agents, representatives and co-producers from any and all claims, damages, liabilities and expenses arising from client's use of CPZ services.
 - c) Comply with any additional terms set forth in addendums to this agreement.
- 6) **Rates**
 - a) An hourly rate of \$29.30 per hour will be charged for all services provided between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, excluding holidays. Time reporting will be rounded to the nearest quarter hour. Base cost shall be for .25 of a full time equivalent, which equates to \$3,703 per quarter.
 - b) Hours of service in excess .25 of a full time equivalency will need to be approved by the Director of CPZ, and will be billed on an hourly as needed basis in addition to the base.

**Sauk County CPZ Memorandum of Understanding for the Provision of Services to
Sauk County Development Corporation**

- 7) **Invoicing and Payment Terms.** CPZ will invoice SCDC for services quarterly based on the calendar quarter. Payment for services will be due 60 days from date of invoice. CPZ will report labor hours to the County on a monthly basis.
- 8) **Work Flow.** Both parties acknowledge that communication is key to the success of this relationship. The Client and CPZ will work together to establish the appropriate contact persons. Activities internal to the Client which may impact CPZ will be communicated to the CPZ Director.
- 9) **Cancellation.** Either party may cancel this agreement for any reason upon 60 days written notice. If this agreement, or any order under this agreement, is canceled, the client assumes responsibility for all costs resulting from the cancellation. CPZ will not be liable for any incomplete responsibility from paragraph 4 upon notice of cancellation of this agreement.
- 10) **Authorization.** The signatory for the Client represents and warrants that she/he is authorized to execute this agreement on behalf of the Client Agency.
- 11) **Term.** This agreement shall be in effect for one year from the date signed.

Client Representative: _____ Date: _____

Title: _____

Agency: _____

CPZ Representative: _____ Date: _____

Title: _____

ATTACHMENT D

ITEM	YEAR	MONTHLY FEE	ANNUAL AMOUNT	CUMULATIVE AMOUNT
TOTAL MONTHLY FEE - July 1st, 2011 thru December 31st, 2011	6 months	\$162.50	\$975.00	\$975.00
TOTAL MONTHLY FEE - January 1st, 2012 thru December 31st, 2012	12 months	\$162.50	\$1,950.00	\$2,925.00
TOTAL MONTHLY FEE - January 1st, 2013 thru December 31st, 2013	12 months	\$165.75	\$1,989.00	\$4,914.00
TOTAL MONTHLY FEE - January 1st, 2014 thru December 31st, 2014	12 months	\$169.07	\$2,028.78	\$6,942.78
TOTAL MONTHLY FEE - January 1st, 2015 thru December 31st, 2015	12 months	\$172.45	\$2,069.36	\$9,012.14
TOTAL MONTHLY FEE - January 1st, 2016 thru July 31st, 2016	6 months	\$175.90	\$1,055.37	\$10,067.51
TOTALS FOR 5 YEAR TERM	60 Months			\$10,067.51

RESOLUTION NO. 72 - 11

**AUTHORIZING ATTENDANCE AT THE SOUTHERN AREA
ASSOCIATION MEETING AND TOUR**

WHEREAS, on August 3, 2011, the Southern Area Association of Land Conservation Committees will be hosting a one day meeting and tour; and,

WHEREAS, this session provides policy makers an opportunity to learn about a variety of statewide initiatives regarding conservation as well as share regional concerns regarding resource conservation issues with other county Land Conservation Committees from the area; and,

WHEREAS, the Rules of the Board stipulate that attendance at a school, institute or meeting which is not a part of regular committee meetings requires approval by the County Board of Supervisors (Rule V of the Rules of the Sauk County Board of Supervisors.).

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby approves compensating and reimbursing expenses of a maximum of three members from each of the Land Conservation Committee and Planning, Zoning and Land Records Committee for attendance at the meeting and tour of the Southern Area Association of Land Conservation Committees to be held in Beloit, WI on August 3, 2011.

For consideration by the Sauk County Board of Supervisors on July 19, 2011.

Respectfully submitted,

LAND CONSERVATION COMMITTEE

Lester Wiese, Chair

Linda Borleske

Katherine Zowin

DRAFT

Peter Murray

DRAFT

Thomas Kriegl

Randy Puttkamer

PLANNING, ZONING AND LAND RECORDS COMMITTEE

Gerald Lehman, Chair

Frederick J. Halfen

Judy Ashford

Don Nobs

Joel Gaalswyk

Fiscal Note:

Estimated Costs	Cost Per Person	Number of Persons	Total Estimated Cost
Registration	\$25.00	6	\$150.00
Meals and Expenses (i.e. hotel, parking, etc.)	included		\$0.00
Per Diem and Benefits	\$54.00	6	\$324.00
Mileage (Estimated)	\$32.00	3	\$96.00
Total Estimated Costs	\$111.00		\$570.00

MIS Note: No information systems impact.

KJB
DRAFT

RESOLUTION NO. 73-11

**APPROVING OF LEASE OF 150 SQUARE FEET OF OFFICE SPACE TO THE SAUK
COUNTY DEVELOPMENT CORPORATION**

WHEREAS, Sauk County Development Corporations lease was nearing expiration; and,

WHEREAS, Sauk County does have space available to lease to the Sauk County Development Corporation; and,

WHEREAS, the Property and Insurance Committee in conjunction with the Emergency Management Buildings and Safety Administrator and Corporation Counsel has created a lease between Sauk County and the Sauk County Development Corporation (lease attached),

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

AND BE IT FURTHER RESOLVED, the Property & Insurance Committee is hereby authorized to make non-monetary amendments and extend the term of this lease in accordance to the language within the lease agreement.

For consideration by the Sauk County Board of Supervisors on July 19th, 2011.

Respectfully submitted,

SAUK COUNTY PROPERTY & INSURANCE COMMITTEE

Virgil Hartje, Chair

Al Dippel

Lowell C.P. Haugen

George F. Johnson

David Riek

Fiscal Note: Completion of the initial term of this agreement will generate \$10,230.44 in revenue. *YLB*

Information System Note: Costs for the setup and configuration of network services and other technology services provided will be charged back to the SCDC by the MIS Department.

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

WHEREAS, Sauk County Development Corporation, a private, non-profit corporation, 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 Hundred and Fifty (150) 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 Sauk County Development Corporation.

**Article Two.
Term of Lease**

Section 2.1. The term of this lease shall commence on August 1st, 2011, 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 (\$1,950.00) payable in equal monthly installments of One Hundred Sixty Two Dollars and fifty cents (\$162.50) 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 be given to Lessee, or unless termination be 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 Sauk County Development Corporation, 505 Broadway, Baraboo,

Wisconsin ATTN: Executive Director, 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, SAUK COUNTY
DEVELOPMENT CORPORATION**

Marty Krueger
Chairperson, Board of Supervisors

Roger Friede, Jr.
President

Rebecca A. DeMars
Sauk County Clerk

Gene Dalhoff
Executive Director

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

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ATTACHMENT D

ITEM	YEAR	MONTHLY FEE	ANNUAL AMOUNT	CUMULATIVE AMOUNT
TOTAL MONTHLY FEE - July 1st, 2011 thru December 31st, 2011	6 months	\$162.50	\$975.00	\$975.00
TOTAL MONTHLY FEE - January 1st, 2012 thru December 31st, 2012	12 months	\$162.50	\$1,950.00	\$2,925.00
TOTAL MONTHLY FEE - January 1st, 2013 thru December 31st, 2013	12 months	\$167.38	\$2,008.50	\$4,933.50
TOTAL MONTHLY FEE - January 1st, 2014 thru December 31st, 2014	12 months	\$172.40	\$2,068.76	\$7,002.26
TOTAL MONTHLY FEE - January 1st, 2015 thru December 31st, 2015	12 months	\$177.57	\$2,130.82	\$9,133.07
TOTAL MONTHLY FEE - January 1st, 2016 thru July 31st, 2016	6 months	\$182.90	\$1,097.37	\$10,230.44
TOTALS FOR 5 YEAR TERM	60 Months			\$10,230.44

RESOLUTION NO. 74-11

Resolution to Eliminate a Dietary Technician Position and Create a Part-Time Registered Dietitian Project Position in the Women Infants and Children Program Outside of the Budget Process

WHEREAS, the Women Infant and Children (WIC) program director has been directed to review all programs for efficiencies and effectiveness by the public health director; and

WHEREAS, in evaluation of the program, the director has determined that a dietary technician is unable to complete all the duties of a registered dietitian which would allow for maximum reimbursement from outside funding sources; and,

WHEREAS, the WIC director requires the expertise of a registered dietitian to complete more complex duties and allow for billing to the medical assistance program; and,

WHEREAS, elimination of one vacant half-time dietary technician position and creation of a part-time registered dietitian project position will better suit WIC program needs; and,

WHEREAS, funding for the WIC registered dietitian program is through WIC federal grant, Fit Families Grant funding and Prenatal Care Coordination medical assistance billing without any tax levy support; and,

WHEREAS, the Public Health Board has endorsed eliminating the dietary technician position and creation of a half-time project registered dietitian position; and,

WHEREAS, the Personnel and Finance Committees, as established in §13.19 (4) (d) of the Sauk County Code of Ordinances have reviewed the position request and determined that the need for the registered dietitian position and funding exists.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that a part-time dietary technician position be eliminated and a part-time registered dietitian project position for the Sauk County Public Health Department be created effective upon passage, with the position to expire when outside funding no longer completely funds the position.

For consideration by the Sauk County Board of Supervisors on July 19, 2011.

Respectfully submitted,

RESOLUTION NO. 74-11

Resolution to Eliminate a Dietary Technician Position and Create a Part-Time Registered Dietitian Project Position in the Women Infants and Children Program Outside of the Budget Process

Page 2 of 2

SAUK COUNTY PUBLIC HEALTH BOARD

JUDY STOECKMANN - CHAIR

STACY CLEMENT - VICE-CHAIR

DONNA STEHLING - SECRETARY

LOWELL HAUGEN

DON NOBS

MARY BROWN

DR. AMY DELONG-MEDICAL ADVISOR

**SAUK COUNTY
PERSONNEL COMMITTEE**

TIM MEISTER - CHAIR

PETER TOLLAKSEN - VICE-CHAIR

ANDREA LOMBARD - SECRETARY

HENRY NETZINGER

JASON LANE

**SAUK COUNTY
FINANCE COMMITTEE**

TOMMY LEE BYCHINSKI - CHAIR

WILLIAM F. WENZEL - VICE-CHAIR

JOAN FORDHAM - SECRETARY

STEVEN BACH

JASON LANE

MIS Note: No MIS impact.

Fiscal Note: The increased cost of wages and benefits for the remainder of 2011 is estimated to be \$3,404, or \$8,170 annually. This additional cost will be funded by additional federal funding for the program.

KB

Sauk County Position Description

Department: Public Health
Date: April 2009

Reports To: Director-WIC Program
Pay Grade: 12 **FLSA:** E

Purpose of Position: The purpose of this position is to perform Registered Dietitian basic nutrition assessments, education, counseling for the Women, Infants and Children (WIC) program for Sauk County Public Health Department, and other Sauk County entities.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- On-site supervision of Health Screener, DTR and Administrative assistant to follow established procedures including blood borne pathogens and communicable disease exposure along with providing family centered, community based, and culturally competent services in a confidential manner.
- Advises and instructs clients regarding nutrition.
- Determines client eligibility for WIC by measuring and assessing anthropometric and hematological values and other relevant health and dietary data. Provides client centered and culturally competent nutrition counseling and developing a measurable objective. Conducts weight, height and hemoglobin assessments.
- Develops and implements outreach to agencies and businesses.
- Develops, conducts, and evaluates secondary nutrition education using current nutrition information.
- Provides nutrition education to high risk clients and approves non-contract formula requests.
- Provides nutrition and breast feeding informational updates to WIC staff.
- Develops, conducts and evaluates secondary nutrition education.
- Coordinates WIC nutrition activities with other programs.
- Attends WIC staff meetings and training as required.
- Provides nutrition education to prenatal care coordination clients.
- Transports supplies to and equipment to satellite clinics. Assists in setting up, cleaning and coordination of clinics.
- Performs program dietitian tasks in his/her absence.
- Refers clients to other agencies.

Minimum Training and Experience Required to Perform Essential Job Functions

Bachelor's degree in Nutrition, Public Health, or related field with three to five years nutrition experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities. Previous supervisory experience preferred. Registered Dietitian required.

Physical and Mental Abilities Required to Perform Essential Job Functions**Language Ability and Interpersonal Communication**

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to criteria/standards. Ability to compare, count, differentiate, measure and/or sort data and information. Ability to assemble, copy, record and transcribe data. Ability to classify, compute and tabulate data.
- Ability to persuade, convince and train others, including the ability to act with minimum supervision. Ability to advise and interpret how to apply policies, procedures and standards to specific situations.
- Ability to utilize advisory data and information such as participant charts, flow sheets, WIC records, weight and height charts, nutrition texts, cookbooks, and WIC policy and procedure manual.
- Ability to communicate effectively with WIC participants, WIC personnel, Health Check Nurse, medical care providers.

Mathematical Ability

- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

Judgment and Situational Reasoning Ability

- Ability to use functional reasoning development in performing activities within rational systems involving diversified work requiring exercise of judgment.
- Ability to apply situational reasoning ability by exercising judgment, decisiveness and creativity in situations involving the evaluation of information against measurable criteria.

Physical Requirements

- Ability to maneuver and steer equipment and machinery requiring simple but continuous adjustments. Ability to handle, load and unload, and move and guide materials using simple tools.
- Ability to coordinate eyes, hands, feet and limbs in performing semiskilled movements such as data entry. Ability to operate computer keyboard/typewriter, telephone, photocopier, infant and adult scales, hemocue, recumbent board, tape measure.
- Ability to exert very moderate physical effort in sedentary to light work, involving stooping, kneeling, crouching and crawling. Ability to handle, finger and feel. Ability to lift, carry, push and pull.

Environmental Adaptability

- Ability to work under safe and comfortable conditions with exposure to disease and changing weather conditions.

Sauk County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

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Employee's Signature

.....
Supervisor's Signature

.....
Date

.....
Date

**American Family Insurance Group
Personal Umbrella Policy Rate Quote**

Jeff Janek
1020 8th St
Baraboo, WI 53913

Richard & Becky DeMars
S3225 Gillem rd
Baraboo, WI 53913

State: WI	Class: 1	Limit: \$1,000,000	Policy Term: 12 months
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	Premium
Basic	\$205
Additional Cars	\$92
50 Plus Discount	-\$15
Discounts for High Underlying Limits	-\$87
Total Premium	\$195

The rates shown above are only an estimate and subject to final determination by the company. This is not a policy and no coverage is bound.