

Agenda

NAME: **Sauk County Board of Supervisors - Regular Meeting**

DATE: Tuesday, December 18, 2012

TIME: 6:00 p.m.

PLACE: West Square Building, 505 Broadway, Room #326, Baraboo, Wisconsin

Special Meetings:

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

1. Approval of County vouchers.

Regular Sauk County Board of Supervisors Meeting

1. Call to order regular meeting.
2. Roll call.
3. Certify compliance with Open Meeting Law.
4. Invocation and pledge of allegiance.
5. Adoption of agenda.
6. Approval of minutes of previous meeting.
7. Scheduled appearances:
8. Public comment – 3 minute limit: Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Chair.
9. Communications:
10. Bills & referrals.
11. Claims.
12. Appointments.

Comprehensive Community Services Coordinating Committee:

Debra Smalley (New, Family/Consumer member – 2 year term expires 10/21/14)

Pink Lady Rail Transit Commission: (Citizen members – 2 year term expires 10/31/14)

Virgil Kasper (Re-appointment)

John Geoghegan (Re-appointment)

Public Health Board: (Citizen member – 3 year term expires 4/21/2015)

Dr. Amy Delong, MD (Re-appointment)

Veterans Service Commission: (Citizen member – 3 year term expires 12/31/15)

James Hambrecht (Re-appointment)

Workforce Development Board of South Central Wisconsin:

William Orth, Director of Sauk County Human Services (Re-appointment – 3 year term expires 12/31/15)

13. Unfinished Business from August 21, 2012 (motion to postpone and consolidate Resolutions 77 through 79-2012)

Page # COMMITTEE:

PROPERTY & INSURANCE:

- | | |
|-------|---|
| 4-14 | Resolution 77 – 2012 Approving Building Space Lease In The West Square Administration Building With The Madison Area Technical College. |
| 15-25 | Resolution 78 - 2012 Approving Building Space Lease In The West Square Administration Building With The Workforce Development Board Of South Central Wisconsin. |
| 26-41 | Resolution 79 - 2012 Approving Building Space Lease In The West Square Administration Building With The Department Of Workforce Development. |
14. Reports - informational, no action required:
 - o Rebecca A. DeMars, Sauk County Clerk: Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None

- o Cindy Bodendein, Public Health Director and Steve Pate, MIS Coordinator - Update on Public Health "Allscripts" Implementation
- o Supervisor Fordham, Vice-Chair, Executive & Legislative Committee
- o Marty Krueger, County Board Chair
 - o Hilbert Communications
 - o Brown Co. Resolution on 12/04/12 E & L Agenda
 - o 12/14/12 WCA Board Meeting

- Kathryn Schauf, Administrative Coordinator
- o Update on Interest Arbitration
 - o Clark Creek
 - o FEMA Flood maps and Lake Redstone

15. Consent Agenda:

Page # COMMITTEE:

- 42 **HIGHWAY & PARKS:**
Resolution 105 – 2012 Commending Jack A. Greenwood For More Than 39 Years of Faithful Service To The People Of Sauk County.

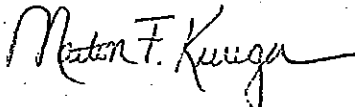
16. Resolutions & Ordinances:

Page # COMMITTEE:

- 43-68 **EXECUTIVE & LEGISLATIVE:**
Resolution 106 - 2012 Amending The Community Development Block Grant – Economic Development Administrative Manual.
- 69-72 **HIGHWAY & PARKS AND FINANCE AND PERSONNEL:**
Resolution 107 - 2012 Authorizing The Sauk County Highway Department To Eliminate One, Full-Time (1.00 FTE) Patrolman Position, And Create One, Full-Time (1.00 FTE) Skilled Equipment Laborer Position Outside The Budget Process.
- 73-74 **LAW ENFORCEMENT & JUDICIARY:**
Ordinance 16 - 2012 Establishing A Fee To Be Charged By The Coroner For The Issuance Of Cremation Permits Sauk County Code § 30.09.
- 75-76 Resolution 108 - 2012 Authorization To Contract With Venture Architects For Engineering Services And Schematic Design Services.
- 77-80 **PROPERTY & INSURANCE:**
Resolution 109 - 2012 Ordering County Clerk To Issue Tax Deeds On Unredeemed Tax Certificates.
- 81-92 Resolution 110 - 2012 Adopting The Agreement For Enhanced 9-1-1 Service For Sauk County
- 93-95 Resolution 111 - 2012 Authorizing Contract With NCI-Roberts Construction Inc. To Complete The Remodeling Of The West Square Administration Building.

17. Adjournment to a date certain.

Respectfully,



Martin F. Krueger
County Board Chair

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

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

County Board members:

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

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

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: December 13, 2012

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

Save as: s:/admin/CoBdAgendas/2012/ctybdagendaDECEMBER182012.doc

RESOLUTION NO. 77-12

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

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

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

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

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

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

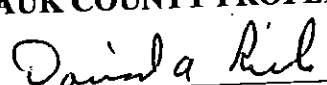
AND BE IT FURTHER RESOLVED, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do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

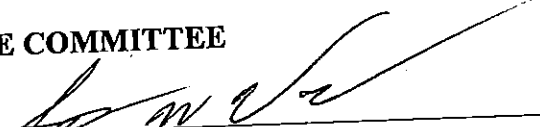
For consideration by the Sauk County Board of Supervisors on ~~August 21st~~, 2012.

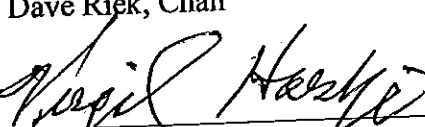
December 18, 2012.

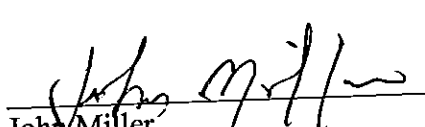
Respectfully submitted,

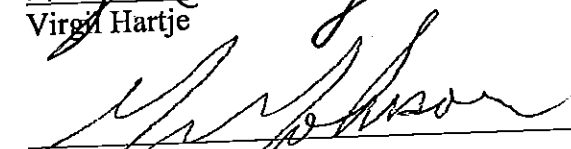
SAUK COUNTY PROPERTY & INSURANCE COMMITTEE


Dave Riek, Chair


Scott Von Asten


Virgil Hartje


John Miller


George Johnson

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

Information System Note: No Information ⁴System impact.

KRB

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

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

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

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

**Article One
Lease of Site**

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

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

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

**Article Two.
Term of Lease**

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

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

Article Three Rental

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

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

Article Four Rights of Ingress and Egress

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

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

Article Five. Improvements and Alterations

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

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

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

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

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

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

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

Article Six Repairs, Maintenance and Operation by Lessee

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

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

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

Article Seven Insurance

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

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

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

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

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

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

Article Eight Damage

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

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

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

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

Article Nine Rules and Regulations

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

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

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

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

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

Article Ten. Assignments and Subleases

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

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

Article Eleven. Encumbrances and Mortgages

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

Article Twelve.
Defaults and Right To Terminate

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

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

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

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

Article Thirteen
Right of Reentry and Reletting

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

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

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

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

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

Article Fourteen Advertising Signs

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

Article Fifteen Lessor Held Harmless

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

Article Sixteen Taxes and Licenses

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

Article Seventeen Utility Service

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

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

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

Article Eighteen

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

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

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

Article Nineteen

Surrender of Possession

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

Article Twenty

Covenants and Warranties of Lessee

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

- (a) Which will invalidate or conflict with any fire or any casualty insurance policies covering the Lessor's entire facility, the demised premises, or any part of them; or
- (b) Which, in the opinion of Lessor, may constitute an extra-hazardous condition so as to increase the risk normally attendant upon the operations contemplated in the use of the demised premises.

**Article Twenty-One
Inspection by Lessor**

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

**Article Twenty-Two
Successors and Assigns**

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

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

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

**Article Twenty-Four
Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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

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

FOR LESSOR, SAUK COUNTY

FOR LESSEE,

Marty Krueger
Chairperson, Board of Supervisors

Aaron Burkes, Administrative Manager
Property Management MATC

Rebecca A. DeMars
Sauk County Clerk

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

RESOLUTION NO. 78-12

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

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

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

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

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

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

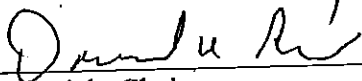
AND BE IT FURTHER RESOLVED, the Property & Insurance Committee along with the Sauk County Corporation Counsel and Emergency Management Buildings and Safety Administrator is hereby authorized to make non-monetary amendments to this agreement during the term of this agreement provided such amendments do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

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

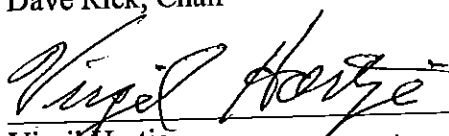
December 18, 2012.

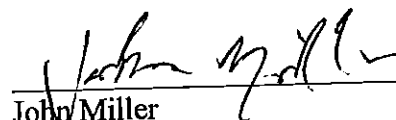
Respectfully submitted,

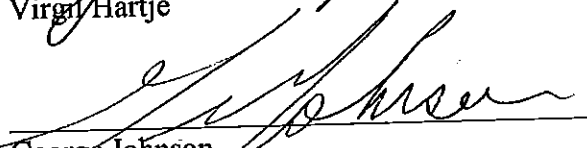
SAUK COUNTY PROPERTY & INSURANCE COMMITTEE


Dave Riek, Chair


Scott Von Asten


Virgil Hartje


John Miller


George Johnson

Fiscal Note: Completion of the initial term₅ of this agreement will generate \$130,583.50 in revenue. KRB

Information System Note: No Information System impact.

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

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

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

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

**Article One
Lease of Site**

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

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

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

**Article Two.
Term of Lease**

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

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

Article Three Rental

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

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

Article Four Rights of Ingress and Egress

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

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

Article Five. Improvements and Alterations

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

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

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

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

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

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

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

Article Six

Repairs, Maintenance and Operation by Lessee

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

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

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

Article Seven Insurance

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

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

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

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

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

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

Article Eight Damage

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

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

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

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

Article Nine Rules and Regulations

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

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

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

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

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

Article Ten. Assignments and Subleases

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

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

Article Eleven. Encumbrances and Mortgages

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

Article Twelve.
Defaults and Right To Terminate

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

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

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

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

Article Thirteen
Right of Reentry and Reletting

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

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

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

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

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

Article Fourteen Advertising Signs

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

Article Fifteen Lessor Held Harmless

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

Article Sixteen Taxes and Licenses

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

Article Seventeen Utility Service

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

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

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

Article Eighteen

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

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

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

Article Nineteen

Surrender of Possession

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

Article Twenty

Covenants and Warranties of Lessee

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

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

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

**Article Twenty-One
Inspection by Lessor**

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

**Article Twenty-Two
Successors and Assigns**

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

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

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

**Article Twenty-Four
Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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

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

FOR LESSOR, SAUK COUNTY

FOR LESSEE,

Marty Krueger
Chairperson, Board of Supervisors

Rebecca A. DeMars
Sauk County Clerk

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

s:\ccounsel\22scdclearse1.doc.doc

RESOLUTION NO. 79-12

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

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

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

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

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


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


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

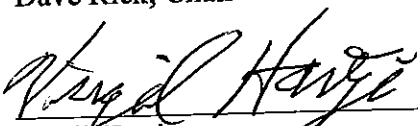
For consideration by the Sauk County Board of Supervisors on ~~August 21st, 2012:~~
December 18, 2012.

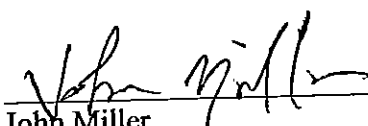
Respectfully submitted,

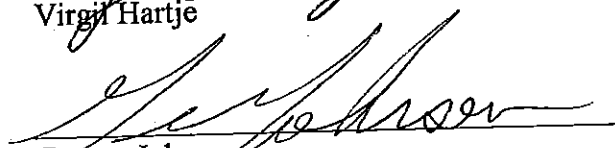
SAUK COUNTY PROPERTY & INSURANCE COMMITTEE


Dave Riek, Chair


Scott Von Asten


Virgil Hartje


John Miller


George Johnson

Fiscal Note: Completion of the initial term²⁶ of this agreement will generate \$57,837.73 in revenue. KPB

Information System Note: No Information System impact.

LEASE AMENDMENT

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

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

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

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

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

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

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

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

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

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

LESSOR:
Sauk County

In presence of:

By: _____

Dated: _____

Social Security or Taxpayer Number:

LESSEE:
State of Wisconsin

By: _____

MICHAEL L. MORGAN
SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: _____

By: _____

MARILYN PIERCE
DEPUTY ADMINISTRATOR
DIVISION OF STATE FACILITIES

Dated: _____

File No. 370-020

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

TOMMY G. THOMPSON
GOVERNOR
JAMES R. KLAUSER
SECRETARY



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

March 18, 1996

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

Dear Mr. McCarty:
Lease Number 370-020

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

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

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

Sincerely,

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

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

Attachments

cc: Greg Samp
370-020

MAR 20 1996

L E A S E

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

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

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

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

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

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

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

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

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

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

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

- a. Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy.
- b. The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c. Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d. Lessor shall be responsible for any real estate taxes and any assessments on the Premises.
- e. In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay₃₂ or other forms of compensation and selection for

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Lessor:

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

If to Lessee:

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

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

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

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

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

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

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

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

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

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

LESSOR:
SAUK COUNTY

In presence of:

Lynn K. Olson
Frank Koral

By: [Signature]

Dated: 2/22/96

Social Security or Taxpayer Number:

39-6005740

LESSEE:
State of Wisconsin

By: [Signature]

GEORGE F. LIGHTBOURN,
DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: 3-11-96

By: [Signature]

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

Dated: 3-9-96

File No. 370-020

SCHEDULE I

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

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

Summer
76 Degrees(+/- 2°)

Winter
70 Degrees(+/- 2°)

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

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

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

AREA AND FREQUENCY INDICATION:

DAILY

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

ONCE-WEEKLY

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

SEMI-ANNUALLY

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

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

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

File No. 370-020

RESOLUTION 105-12

**Commending Jack A. Greenwood For More Than 39 Years of Faithful Service
To The People Of Sauk County**

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

WHEREAS, Jack A. Greenwood faithfully served the people of Sauk County as a member of the Sauk County Highway Department, since July 2, 1973, and,

WHEREAS, Jack A. Greenwood will be leaving the service of Sauk County Highway Department as of December 10, 2012,

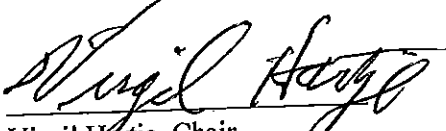
NOW, THEREFORE BE IT RESOLVED, that the Sauk County Board of Supervisors, hereby expresses its appreciation and commends Jack A. Greenwood for thirty-nine years of faithful service to the people of Sauk County.

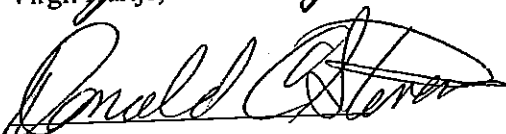
AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present Jack A. Greenwood an appropriate symbol of our appreciation for service to the people of Sauk County.

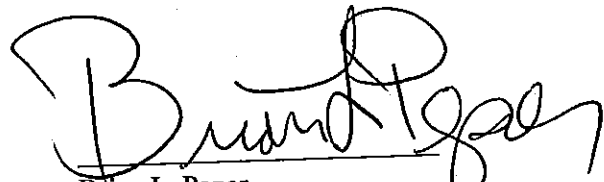
For Consideration by the Sauk County Board of Supervisors on December 18, 2012.


Respectfully submitted:

Sauk County Highway and Parks Committee


Virgil Hartje, Chair


Donald Stevens


Brian L. Peper


Peter Tollaksen


Martin (Tim) Meister

Fiscal Note: No Fiscal Impact.
MIS Note: No MIS Impact.

YRB

RESOLUTION No. 106 - 12

AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT – ECONOMIC
DEVELOPMENT ADMINISTRATIVE MANUAL

WHEREAS, a robust and growing local economy is essential to the health and well being of all Sauk County communities; and,

WHEREAS, the Sauk County Board of Supervisors has a long history of actively supporting economic development efforts on a countywide basis; and,

WHEREAS, the Wisconsin Department of Commerce encouraged Sauk County to develop a Revolving Loan Fund (RLF) as an additional resource in encouraging economic growth and job creation within the County; and,

WHEREAS, the Sauk County Revolving Loan Fund was adopted by Resolution 75-04 on May 18, 2004, on behalf of local businesses seeking to expand their operations; and,

WHEREAS, Sauk County utilizes the repayment of these grants to issue loans to other businesses to expand their operations; and,

WHEREAS, the Wisconsin Department of Administration requires the County adopt an approved set of guidelines for the administration of a Revolving Loan Fund consistent with updated Housing and Urban Development guidelines.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Revolving Loan Fund Administrative Manual hereto attached is approved and adopted as amended.

For consideration by the Sauk County Board of Supervisors on December 18, 2012.

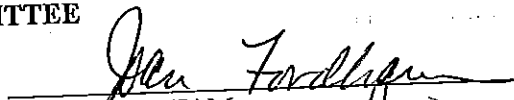
Respectfully submitted:

EXECUTIVE AND LEGISLATIVE COMMITTEE


MARTIN F. KRUEGER


JASON LANE


WILLIAM F. WENZEL


JOAN FORDHAM


DONALD C. STEVENS

Fiscal Note: Incorporation of the revised language creates no fiscal impact. *KAB*

MIS Note: No impact.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

**SCOTT WALKER
GOVERNOR
MIKE HUEBSCH
SECRETARY**

Division of Housing
101 E. Wilson Street, Floor 5
P.O. Box 7970
Madison, WI 53707-7970

November 6, 2012

Dear Revolving Loan Fund Partner:

We have some important information to share about your Community Development Block Grant (CDBG) program. This letter contains the requirements you must follow in administering the CDBG program in your community.

The U.S. Department of Housing and Urban Development (HUD) has completed its annual monitoring of Wisconsin's CDBG programs with the Wisconsin Department of Administration.

HUD identified modifications that must be made when administering CDBG programs. This includes changes to:

- Low and Moderate Income (LMI) requirements
- CDBG funding in areas with revolving loan fund (RLF) balances
- Anti-plating

We have detailed those changes outlined below, and also included the new CDBG manual for revolving loan funds for your reference.

Low and Moderate Income (LMI) Requirements

To meet the LMI objective, the Code of Federal Regulations (24 CFR 570.483(b)(4)(iii)) requires that:

(iii) Jobs will be considered to be available to low and moderate income persons for these purposes only if:

- (A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
- (B) The unit of general local government and the assisted business take actions to ensure that low and moderate income persons receive first consideration for filling such jobs" (emphasis added).

This means that at least 51% of the interviewees for created positions must be low or moderate income individuals as identified in self certification forms. A sample of the self-certification form that must be used accompanies this letter.

To comply with this regulatory requirement, all contracts and manuals must contain the following language:

- "LMI Persons" means persons with household income less than 80% of the median household income by family size in the County where the Project is located.
- "Made Available to LMI Persons" means the Borrower will document that at least 51% LMI Persons were hired or received first consideration by interviewing at least 51% LMI Persons for created positions that do not require special skills or education beyond high school.
- "Received First Consideration" means the Borrower must document and use a hiring practice that results in at least 51% LMI Persons interviewed for created positions and demonstrate that under usual circumstances this hiring practice will result in at least 51% LMI persons being hired. Part of the Borrower's hiring practice must include the posting of available positions with the local Job Service Office or Workforce Development Boards.
- Every applicant for an employment position associated with the Project must complete the self-certification form.

CDBG-ED Funding In Areas with Revolving Loan Fund (RLF) Balances

When available, HUD requires that RLF funds be used before new program funds. This is consistent with the policy under 24 CFR 570.489(e)(3)(i) and 570.504(b)(2)(i), respectively, that RLF program income will be used "to the maximum extent feasible" and CDBG program dollars used only where RLF funds have been "substantially disbursed."

DOA's contracted agent, the Wisconsin Economic Development Corporation (WEDC), will be reviewing applications to determine the availability of regional revolving loan funds based upon a stringent policy for new project requests. If you have a balance of at least 20% of the total CDBG-ED loan that is *not* substantially disbursed, RLF funds will be used to cover at least a portion of the total loan. This presumption of revolving loan fund availability can be overcome by documenting the following:

- Loan balance history
- Utilization rate
- Projects funded
- Commitment of funds to other projects
- Extraordinary circumstances demonstrating significant economic impact or significant risk to the project including natural disasters, events and circumstances out of the control of the local RLF, and bad debt

In order to receive project approval, the application will be reviewed for the following criteria: objective, total funds estimated for the project, and the total amount recommended for CDBG funding, including documentation about the availability of regional revolving loan funds. Regional revolving loan funds will be used first for projects when available. In addition, the State will use separate contracts for the awards: (1) a contract between the State and the municipality, and (2) a contract between the municipality, regional non-profit development authority, and the borrowing business.

Anti-Pirating

HUD has directed the State to add language in CDBG-ED contracts covering the prohibition on job pirating under the Code of Federal Regulations (24 CFR 570.482(h)). That regulation provides:

CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area (LMA) to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.

Moving jobs from one LMA to another includes moving jobs from one state to another state, and one community in Wisconsin to another community in Wisconsin. To comply with this directive, grantees will be required to certify that the business does not have immediate plans to relocate jobs as required by CDBG Anti-Piracy regulations.

The following language must be included in all contracts and manuals:

"The Borrower certifies it is and will maintain compliance with CDBG Anti-Piracy regulations as stated in 24 CFR 570.482(h). Violation of this regulation will constitute an Event of Default."

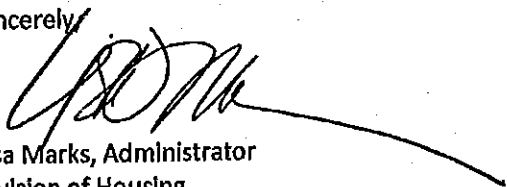
To assist you with these changes, we have attached a sample manual and a self-certification form.

If you have any questions about these requirements, contact Chela O'Connor at 608-210-6751 or Chela.OConnor@wedc.org.

Please provide an approved, electronic copy of the manual for your community with the required changes by December 31, 2012, to Chela.OConnor@wedc.org.

Thank you for your continued commitment and collaboration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Marks', with a long horizontal line extending to the right.

Lisa Marks, Administrator
Division of Housing

SAUK COUNTY, WI

COMMUNITY DEVELOPMENT BLOCK GRANT

REVOLVING LOAN FUND MANUAL

Adopted December 18, 2012

Prepared by the:

Sauk County Administrative
Coordinators Office
505 Broadway, Room 134
Baraboo, Wisconsin 53913
608-356-3274

Using
Community Development Block Grant Funds

TABLE OF CONTENTS

FOREWORD.....	1
SECTION 1. GENERAL PROVISIONS	2
1.1 PURPOSE.....	2
1.2 OBJECTIVES.....	2
1.3 AMENDMENTS.....	2
SECTION 2. ADMINISTRATION.....	3
2.1 LOAN REVIEW BOARD.....	3
2.2 MEETINGS	3
2.3 RECORDS	4
2.4 ADMINISTRATION.....	6
SECTION 3. ELIGIBILITY CONSIDERATIONS.....	7
3.1 ELIGIBLE AREA.....	7
3.2 ELIGIBLE APPLICANTS	7
3.3 ELIGIBLE ACTIVITIES.....	7
3.4 INELIGIBLE ACTIVITIES	8
3.5 INELIGIBLE BUSINESS.....	8
3.6 MINIMUM REQUIREMENTS.....	8
SECTION 4. TERMS AND CONDITIONS	10
4.1 TERMS and CONDITIONS	10
SECTION 5. APPLICATION PROCEDURES.....	11
5.1 DISCUSSION of REQUIREMENTS.....	11
5.2 TIMING	11
5.3 PRIORITY.....	11
5.4 LOAN APPLICATION.....	11
5.5 REVIEW PROCESS.....	12
SECTION 6. DISTRIBUTION OF FUNDS	14
6.1 LOAN PROCEDURES	14
SECTION 7. POST APPROVAL REQUIREMENTS	16
7.1 OBLIGATION of LOAN RECIPIENT	16
SECTION 8. PERFORMANCE MONITORING.....	17
8.1 PRIVATE LEVERAGE COMMITMENTS	17
8.2 HIRING of NEW EMPLOYEES.....	17
8.3 DEFAULTS	17
SECTION 9. USE OF LOAN REPAYMENTS AND REPORTING.....	18
9.1 RLF PROGRAM	18
SECTION 10. LOAN SERVICING	19
10.1 MONITORING.....	19
10.2 RECORDKEEPING	19

FOREWORD

Community Development Block Grant (CDBG) funds are received from the U.S. Department of Housing and Urban Development. The Department of Administration (DOA) is the recipient and contracts with the Wisconsin Economic Development Corporation to manage activities associated with Economic Development. These economic development funds are used to provide grants to local units of government that use the funds to loan to a business. The business, in return for use of the public funds, provides private investment towards the assisted activity and most importantly creates job opportunities, principally for the benefit of low and moderate income persons.

When a business repays the community the loan (principal and interest payments), these funds are classified as program income and used to capitalize a local revolving loan fund (RLF). With the RLF, the community can make additional loans to businesses wishing to expand or locate in the community. When successfully administered, the community's revolving loan fund can expand the amount in its RLF to an amount in excess of the original amount it was able to retain. This happens when the community exercises due diligence by performing a thorough credit analysis to determine business viability and adequately securing and servicing the loan. In administering a RLF, a Community becomes a "bank" and accepts all of the responsibilities of a commercial lender when it makes a CDBG or RLF loan to a business.

This manual contains model RLF policies and procedures that have been adopted locally by the Sauk County Board of Supervisors to govern the use of revolving loan funds. It is intended to provide both general guidance and specific procedures to be used by the County in the administration of funds provided from the CDBG program or other sources which may become available with the passage of time.

SECTION 1. GENERAL PROVISIONS

1.1 PURPOSE

The purpose of the policies and procedures contained within this manual, hereafter referred to as the Economic Development Revolving Loan Fund Manual, is to present the criteria which governs the economic development activities assisted with funds made available through the Sauk County Revolving Loan Fund (RLF) program.

1.2 OBJECTIVES

Economic development activities assisted with funds made available through the RLF Program are intended to meet the following objectives:

- (1) To encourage the creation and retention of permanent jobs, which provide a wage, appropriate to the skills and experience of the local labor force and that is competitive. The recipient of funds must agree that a minimum of 51 percent of the jobs created or retained shall be made available to low and moderate income persons. *See section 3.6(4) for requirement and definitions.*
- (2) To encourage the leveraging of new private investment into Sauk County in the form of fixed asset investment, particularly in land and buildings.
- (3) To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
- (4) To implement the Sauk County's Economic Development Plan goals and objectives.
- (5) To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.
- (6) To encourage the development and use of modern technology and create safe work environments.
- (7) To encourage dairy producers to undertake capital improvement projects that will result in a significant increase in milk production

1.3 AMENDMENTS and MODIFICATIONS

The Sauk County Board of Supervisors may from time to time amend the provisions imposed by the policies and procedures contained within the RLF manual and such amendments are subject to prior written approval by the Wisconsin Economic Development Corporation, administrator of the Wisconsin Community Development Block Grant Program (CDBG) that provides the funds used to capitalize the RLF.

SECTION 2. ADMINISTRATION

2.1 LOAN REVIEW BOARD

- (1) The Sauk County Board of Supervisors shall establish a formal Loan Review Committee which shall consist of individual's representative of broad Community interests, and having special expertise and knowledge of commercial lending and economic development processes. Expertise on the Committee optimally shall include representation from the governing body, the Conservation, Planning and Zoning Committee, the Sauk County Development Corporation, the local chamber of commerce, the local banking community, a business law attorney, a local accountant, and the Sauk County Administrative Coordinator who shall serve as the RLF administrator.
- (2) The Loan Review Committee shall have the authority to review, select and recommend loan applications to the governing body for final approval. The Committee shall also have the authority to make policy recommendations for the administration of the program. Periodic activity reports prepared by the RLF Administrator shall be provided to members of the Sauk County Board of Supervisors.
- (3) The RLF Administrator shall explain the Program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for financing. The Administrator, where necessary and appropriate, shall counsel or guide loan applicants to other more appropriate technical and financial resources when the loan applicant has needs beyond those available from the RLF program.
- (4) The Administrator shall periodically review all financial statements and loan amortization schedules of RLF loan recipients, review and approve documentation of business expenditures financed with RLF proceeds, record RLF security instruments, maintain the RLF accounting records which shall be segregated from other community accounts, and report semi-annually to the Wisconsin Economic Development Corporation regarding the use of the RLF funds.
- (5) The Sauk County Corporation Council shall prepare all loan agreements, review all promissory notes and mortgage or lien instruments, and counsel the Loan Review Committee on default matters.
- (6) The RLF Administrator shall be responsible for the maintenance of all other records for the local RLF, particularly those related to the expenditures of the RLF monies for program administration purposes.

2.2 MEETINGS

Loan review meetings shall be held on an as-needed basis. Pursuant to Section 19.84, Wisconsin Statutes, all Committee members and the general public shall be given prior notice of each meeting. A majority of the Committee in attendance at a meeting constituting a quorum shall be required for official Committee action. Official actions must have the support of the majority of the total Committee. Vacant positions on the Committee shall be counted in determining the total number of Committee members.

2.3 RECORDS

Written records of all program activities, including program meetings, loan applications, and related documents, shall be maintained in appropriate files. All files shall be maintained in a secure place with limited access by authorized personnel. The Sauk County Corporation Counsel shall be consulted in regard to compliance with state and municipal open records laws.

The following files shall be established and maintained for each loan recipient:

- (1) **Loan Application File:** This file contains all application, business financial statements, personal financial statements, credit reports, business plan documents, and other supporting loan information submitted to Sauk County, including all applicable correspondence.
- (2) **Loan Recommendation File:** This file contains a summary of the analysis, recommended actions for the application, and a copy of the minutes for the Loan Review Committee meeting summarizing the action taken on the loan request.
- (3) **Loan Closing File:** This file contains copies of all loan-closing documents. All legal documents from the loan closing, including security instruments, the note and other applicable correspondence shall be placed in a locked, fireproof safe. The Sauk County Corporation Counsel shall be involved in helping create and complete this file to ensure complete loan documentation. Copies of the loan closing documents and an amortization schedule will be provided to the loan recipient, along with an invoice, if applicable, for loan closing and servicing fees.
- (4) **"Tickler File" System:** A tickler file system shall be established and maintained to ensure that loan repayments, financial information, the loan agreement, UCC updates, and other time sensitive documentation requirements are tracked and obtained as required. The system shall include the following monthly coded index files:
 - 1) Expiration dates for property, casualty and life insurance policies;
 - 2) Due dates for all financial statements;
 - 3) Expiration dates for UCC financing statements, the reminder to update being at least 45 days prior to the expiration of the UCC filing on hand;
 - 4) Scheduled dates of annual loan performance and covenant reviews;
 - 5) Dates for site visits;
 - 6) Due dates for property tax payments and dates by which the community expects to hear from the borrower regarding confirmation of payment of taxes;
 - 7) Review dates for job monitoring; and
 - 8) Dates on which loan recipients will be notified of scheduled changes in the loan amortization scheduled per loan agreements.

- (5) Financial Statement File: This file contains the business' periodic financial statements as required by the loan covenants with a statement indicating that the RLF administrator reviewed the data.
- (6) Progress Report File: Loan recipients are required to submit periodic progress reports during the outstanding term of the loan. Sauk County shall make periodic site visits to verify information in the progress report and financial statements. These site visits shall be documented for the file.
- (7) Site Visit File. Site visits shall be conducted periodically to each loan recipient, the scheduling of which depends on the nature of the project. A summary of the site visits will be placed in the file, particularly highlighting any information that can help in rating the overall condition/risk of the loan.
- (8) Repayment Monitoring File: This file includes the loan amortization schedule, status of payments, and the outstanding balance of the loan. Observations suggesting concerns or problems shall be reported to the RLF Committee and notations shall be placed in the tickler file to remind the administrator of the need to provide continued monitoring. If payments are made to an office (i.e. controller's or clerk's), the file will contain receipts of payments and there needs to be a system in place to ensure the timely notification of payments to the RLF administrator.

Sauk County will notify the loan recipient in writing of the deficiency and the action that will be taken should the payment not be made. Should there be a late payment, the Sauk County Administrative Coordinator will contact the loan recipient to determine the reason for the delayed payment. Contact may need to be made with other participating lender(s) to determine if their loans are current and to alert the lender of a potential problem. All payments shall be applied first to accrued late payment penalties, then to interest accrued and then to principal.

- (9) Loan Review File: All loans are to be reviewed on an annual basis, and at such other times as may be deemed necessary by Sauk County. The review shall follow receipt of the fiscal year-end financial statements, the year-end progress reports, and site visits. A report on the loan review shall be in the file and address the following: timeliness of monthly payments; condition of collateral securing the loan and status of security documents (i.e. mortgages, UCC filings); overall financial condition of the business; the presence of material liens or lawsuits; and violations of loan covenants and suggested corrective actions.

If the business is experiencing problems with any of the above criteria, the RLF Administrator is to work with the loan recipient to identify actions that are needed to correct the identified deficiencies, including possible restructuring of the loan to protect Sauk County's interest and meet the needs of the business. If appropriate, the Administrator will arrange for business assistance, including services available through the University of Wisconsin-Extension, Small Business Development Center (SBDC), the Service Corp of Retired Executives (SCORE), and other entities having an interest in serving the needs of businesses.

In the event the findings of the loan review suggest serious problems, particularly if the loan is at risk for default, the account shall be turned over to the Sauk County Corporation Counsel for legal action in order to initiate steps necessary to protect the loan and to ensure the maximum repayment of the balance due. Again, corrective actions may be achieved through restructuring or if necessary, foreclosure actions.

2.4 ADMINISTRATION

Reasonable administrative funds may be withdrawn from the RLF to cover personnel costs and other administrative expenses. Local funds may be used in situations when loan repayments are insufficient to cover administrative costs. Administrative expenses of up to fifteen (15) percent of program income may be used for direct loan administrative costs. In addition to paying costs for RLF administration, these funds may be used for the following:

- (a) Legal costs.
- (b) Consulting fees for credit analysis, business plan reviews and technical assistance.
- (c) Office supplies, copying, typing, mailing, and related.
- (d) Training costs.

To generate additional revenue to cover administrative costs, if necessary, the Sauk County Board of Supervisors may also establish loan origination fees, closing fees, servicing fees, and other fees to cover charges directly related to either processing an application or servicing a loan. All fees collected go to the RLF. The accounting of the fee revenue placed in the RLF shall include separate line items to track administrative expenses recovered.

SECTION 3. ELIGIBILITY CONSIDERATIONS

3.1 ELIGIBLE AREA

The area served by the RLF program shall generally be within the corporate limits of Sauk County.

3.2 ELIGIBLE APPLICANTS

- (1) Applications may be submitted by the sole proprietor or Chief Executive Officer of any business wishing to establish a new operation or expand an existing operation in the County.
- (2) No member of the governing body, loan review board, or any other official, employee, or agent of the County who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.
- (3) No program loans will be made which are in conflict with Section 946.13 of the Wisconsin Statutes (Private Interest in Public Contract Prohibited).
- (4) Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin.

3.3 ELIGIBLE ACTIVITIES

Program loans shall be available to eligible applicants for the following activities:

- (1) The acquisition of land, buildings, and fixed equipment.
- (2) Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.
- (3) Clearance, demolition, or the removal of structures or the rehabilitation of buildings and other such improvements.
- (4) The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.
- (5) Working capital (inventory and direct labor costs only).
- (6) Purchase of dairy cows resulting in significant long-term increases in capacity to produce milk.

3.4 INELIGIBLE ACTIVITIES

Program loans shall not be available for the following activities:

- (1) Refinancing or consolidating of existing debt.
- (2) Reimbursement for expenditures prior to loan approval.
- (3) Specialized equipment that is not essential to the business operation.
- (4) Residential building construction or reconstruction (unless such reconstruction is intended to convert the building to a business or industrial operation).
- (5) Routine maintenance.
- (6) Professional services such as feasibility and marketing studies, accounting, management services, and other similar services. Legal services incurred in the closing of a RLF loan are eligible.
- (7) Other activities that the Loan Review Committee may identify during the administration of the program.

3.5 INELIGIBLE BUSINESSES

Program loans shall not be available for the following businesses:

- (1) Speculative investment companies.
- (2) Real estate investment companies.
- (3) Lending institutions.
- (4) Gambling operations.
- (5) Non-public recreation facilities.
- (6) Other businesses not serving the interests of the County.

3.6 MINIMUM REQUIREMENTS

To be eligible for funding, a proposed project must meet all of the following minimum requirements:

- (1) Private Funds Leveraged. The applicant must leverage a minimum of one dollar (\$1.00) of private funds for every one dollar (\$1.00) of loan funds requested. Higher leverage may be required at the discretion of the Loan Review Committee.
- (2) Cost Per Job Created. At least one (1) full-time permanent position or full-time equivalent must be created for every \$20,000 of program funds requested. The Committee may require lower job cost where warranted, (i.e. taking into consideration type of jobs, hourly wage, etc.)

- (3) Financial Feasibility and Business Viability. The applicant must demonstrate that the proposed project is viable and the business will have the economic ability to repay the funds.
- (4) Low and Moderate Income (LMI) Benefits. Each project must demonstrate that it meets the CDBG-ED national objective of benefiting low to moderate income persons as defined by CDBG regulations.

The project shall create jobs, at least 51% of the jobs will be held by or Made Available to LMI Persons.

"LMI Persons" means persons with household income less than eighty (80) percent of the median household income by family size in the County where the Project is located.

"Made Available to LMI Persons" means the Borrower will document that at least 51% LMI Persons were hired or Received First Consideration by interviewing at least 51% LMI Persons for created positions that do not require special skills or education beyond high school.

"Received First Consideration" means the Borrower must document and use a hiring practice that results in at least 51% LMI Persons interviewed for created positions and demonstrate that under usual circumstances this hiring practice will result in at least 51% LMI persons being hired. Part of the Borrower's hiring practice must include the posting of available positions with the local Job Service Office or Workforce Development Boards.

The following documentation evidencing compliance must be collected:
A listing of all job titles which were planned to be held by or made available to low to moderate income persons, a commitment to hire or make at least 51% of jobs available to low to moderate income persons, a written plan for how such persons were given first consideration for jobs including what hiring process was used, a list of the low to moderate income persons interviewed for particular positions, including the size and annual income of the person's family prior to interviewing for the position.

- (5) Compliance with Applicable Laws. Applicants shall comply with all applicable local, state, and federal laws and codes.
- (6) Project Completion. Projects shall be completed within 24 months from the date of the loan approval. Applicants shall provide the County a project implementation schedule not exceeding 24 months for project completion and job creation, and maintain the positions created for 24 months.
- (7) Federal Anti-Piracy. The borrower must certify that it does not have immediate plans to relocate jobs in violation of CDBG Anti-Piracy regulations. The following language will be included in all agreements with the borrower. "The Borrower certifies it is and will maintain compliance with CDBG Anti-Piracy regulations as stated in 24 CFR 570.482(h). Violation of this regulation will constitute an Event of Default."

SECTION 4. TERMS AND CONDITIONS

4.1 TERMS AND CONDITIONS

Loan terms and conditions shall be structured on need and ability to repay. Minimum standards shall include the following:

- (1) Loan Amount. Loan amounts are subject to the availability of program funds.
- (2) Interest Rate. The interest rate shall be established by the Loan Review Committee.
- (3) Terms for Loans.
 - (a) Working capital loans shall have a maximum term of seven years.
 - (b) Loans for machinery, equipment and fixtures shall have a maximum term of ten years.
 - (c) Real estate loans shall have a maximum term of 12 years which can be amortized on a 20-yr basis with the option of refinancing for an additional 8 years.
 - (d) In any case, the loan shall not have a term longer than the terms of the other private financing in the project.
- (4) Period of Payment. Terms may include longer amortization schedules with balloon payments. Amortization schedules shall be set up for monthly payments.
- (5) Repayment. Payment of interest and/or principal may be deferred during the implementation period of the assisted activity if merited in the loan application. Interest shall accrue during the deferment period and may be paid in full or added to the principal amount of the loan. Following the deferral period, interest and principal shall be paid for the remaining term of the loan.
- (6) Prepayment. There shall be no prepayment penalties.
- (7) Collateral. Sauk County will seek to have the best possible collateral position possible to ensure that RLF loans are adequately secured.

SECTION 5. APPLICATION PROCEDURES

5.1 DISCUSSION OF REQUIREMENTS

Prior to submitting an application, the applicant shall discuss the program with the Revolving Loan Fund Administrator. The Administrator shall assist the applicant, as is reasonably necessary, in completing the application. All financial information shall be kept in a secured place with limited access by authorized personnel only.

5.2 TIMING

Applications may be submitted at any time during the calendar year.

5.3 PRIORITY

Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed. In the event that loan funds requested exceed available funds, the following criteria will be used to determine which business(es) will be awarded the loan(s):

- (1) Eligibility of the applicants.
- (2) Eligibility of the project to be undertaken.
- (3) The extent to which private funds are to be leveraged.
- (4) The extent to which jobs are to be created, and the type jobs and wages.
- (5) The extent to which the loan can be secured.
- (6) Evidence of ability to repay the loan.
- (7) Size of the loan requested.
- (8) Timing of the proposed expenditures.
- (9) Completeness of application.
- (10) Other factors as deemed appropriate.

5.4 LOAN APPLICATION

Applicants shall submit an application using the form available from the RLF Program and that includes the following:

- (1) Business Description. A written description of the business, including the following:
 - (a) A brief history of the existing or proposed business, including when it started or is to start, type of operation, legal structure, markets, and products.

- (b) Key customers and clients.
 - (c) A personal resume of each principal associated with the business, including: number of years of experience in the business; educational background; and role in the proposed or existing business.
 - (d) Three years of financial history including balance sheets, profit/loss statements, cash flow statements and accountant notes.
- (2) Project Description. A description of how the business plans to use the requested funds.
- (3) Commitments from Private Lenders. This consists of commitments from all private lenders making loans to the project. Lender commitment letters should include:
- (a) Description of the type of loan being made by the lender (first mortgage, permanent financing, construction financing, etc.)
 - (b) The amount of the loan, interest rate, term, and security, availability, and repayment schedule and amounts.

These commitments shall be obtained concurrently with the negotiation of the terms and conditions of the RLF Program loan to ensure the interest of the County are secured.

- (4) Projections. Provide proformas (a balance sheet & income statement and cash flow statement). These should cover a three-year period and should be based on the assumption that the business will receive the requested loan.
- (5) Additional Information. Additional information as may be required by the Loan Review Committee, or the Administrator.

5.5 REVIEW PROCESS

Specific steps in the review process include the following:

- (1) Preliminary Review. The Administrator will review the application for completeness and verify that the proposed project meets the minimum requirements provided in Section 3.6. If the application is not complete, the Administrator will inform the applicant of the deficiencies.
- (2) Formal Review. The Loan Review Committee will meet to review an application within 30 days of the receipt of a completed application or at some other predetermined schedule. Once the review is completed and the proposal is acceptable for funding, the Loan Review Committee will forward the proposal to the governing body for final approval or to whatever other body has been authorized to act on loan requests.
- (3) Negotiation of Terms. Upon the tentative acceptance by the governing body, the Administrator will contact the business in writing to review and explain the terms of the loan.

- (4) Notice of Award. If the application is approved, a closing will be scheduled to execute the necessary loan documents.
- (5) Rejection of Award. If the application is not approved, the Administrator will send a letter to the applicant stating the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the loan request or to identify alternative funding sources.

SECTION 6. DISTRIBUTION OF FUNDS

6.1 LOAN PROCEDURES

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time during the term of the loan.

- (1) Notice of Award. The Loan Review Committee must have reviewed and approved a complete application for an eligible applicant.
- (2) Loan Agreement. The Sauk County Corporation Counsel shall prepare a loan agreement, which shall be executed by the County or RLF Administrator and the Chief Executive Officer of the business.
- (3) Promissory Note. A promissory note shall be prepared by the Sauk County Corporation Counsel and signed by the Chief Executive Officer at the time of loan closing. The note must be dated; it must reference the agreement between the County and the business; and, it must specify the amount and terms of the loan funds delivered.
- (4) Security. Mortgage or lien instruments or personal guarantees provided as security for all loans shall be prepared by the County attorney and executed at the time of the loan closing. The County attorney, or Administrator, shall record the instrument and place a copy in the project file to include:
 - (a) Mortgage and/or security agreement.
 - (b) UCC searches and filing.
 - (c) Guarantee agreement.
 - (d) Title insurance or Abstract.
 - (e) Assignment of Life Insurance.
 - (f) Casualty Insurance binder.
 - (g) Personal guarantee.
 - (h) Other documentation as may be appropriate.
- (5) Repayment Schedule. A loan repayment or amortization schedule shall be prepared by the Administrator after the loan proceeds are fully disbursed. The repayment schedule shall be dated and signed by both the CEO and the Chief Executive Officer of the business. At that time, the repayment schedule shall be attached to both parties' copies of the agreement.
- (6) Evidence of Permits, etc. Documentation must be provided by the applicant that all necessary permits, licenses, and any other registrations required have been obtained by the applicant prior to the release of program funds.

SECTION 8. PERFORMANCE MONITORING

8.1 PRIVATE LEVERAGE COMMITMENTS

The Administrator shall monitor the use of the funds and expenditure of private leverage commitments. Documentation may include invoices or receipts for materials and supplies, letters from lenders, final bills of sale, and canceled checks.

8.2 HIRING OF NEW EMPLOYEES

The Administrator shall monitor the borrower's progress in meeting agreed upon job creation or retention goals. Job creation must be documented using payroll records. Before-project and after-project payroll records should be provided by the borrower to document job creation. Failure of the business to provide the targeted number of jobs may be a condition for default unless the business can show it made a good faith effort to create the targeted number jobs but did not succeed due to reasons beyond its control. In all hires the borrower must meet the LMI requirement. *In addition, to ensure compliance with the LMI requirements, employers must collect the attached self-certification forms from every applicant for each job created by CDBG funds.*

8.3 DEFAULT

In the event the business is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties, shall, at the County's option, become immediately due and payable. To exercise this option, the County's attorney shall prepare a written notice to the business. The notice shall specify the following:

- (a) The default.
- (b) The action required to cure the default.
- (c) A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.
- (d) Any penalties incurred as a result of the default, jobs, etc.

SECTION 9. USE OF LOAN REPAYMENTS AND REPORTING

9.1 RLF PROGRAM

Repaid loans shall be re-deposited into the Revolving Loan Fund account and used in a manner consistent with the policies and procedures manual. A separate accounting record for each loan shall be kept to account for all funds loaned. The RLF account shall be audited on an annual basis and the RLF Administrator shall provide reports at times and on forms as required by the state of Wisconsin.

- (7) Evidence of Program Expenditures. Documentation must be provided by the business to evidence program expenditures prior to the release of funds. Documentation shall include bills and invoices or receipts for materials, final bills of sale or canceled checks. All documentation shall be reviewed and approved by the Administrator.
- (8) Fixed Equipment. Fixed equipment financed with program funds must have been purchased, delivered, and installed. The Administrator shall verify the installation of fixed equipment.
- (9) Other Documentation. As appropriate or necessary, the borrower may be asked to provide the following:
- (a) A certificate of status from the Department of Financial Institutions.
 - (b) The Articles of Incorporation and by-laws.
 - (c) A Board resolution to borrow funds and Secretary's certificate.
 - (d) Current financial statements.
 - (e) Evidence of having secured other funds necessary for the project.
 - (f) An Environmental Assessment for real estate loans which may either be a Phase I, II, or III analysis, depending on the environmental condition of the site.

With the above documentation in place, the Administrator will schedule a loan closing. All documents will be executed before funds are disbursed, and mortgages and UCC Statements shall be recorded with the Register of Deeds and the Secretary of State, (The Appendix contains a model Loan Closing Documentation Checklist).

SECTION 7. POST APPROVAL REQUIREMENTS

7.1 OBLIGATION OF LOAN RECIPIENT

In addition to the terms and conditions of the loan, all borrowers shall agree to comply with the following:

- (1) The creation or retention of the agreed upon number of jobs within 24 months of the date of the execution of the loan agreement with the County.
- (2) Not to discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, development disability as defined in s. 51.01(5), sexual orientation or national origin in any employment or construction activity related to the use of the business loan funds.
- (3) To use the loan money only to pay the cost of services and materials necessary to complete the project or activity for which the loan funds were awarded.
- (4) To permit inspections by persons authorized by the County of all projects and properties assisted with loan funds. Related project materials shall also be open to inspections, which include, but may not be limited to, contracts, materials, equipment, payrolls, and conditions of employment. Requests for inspection shall be complied with by the borrower.
- (5) To maintain records on the project as may be requested by the County. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.
- (6) To submit periodic progress reports to the Administrator in accordance with the schedule in the loan agreement. These reports shall report on project progress including number of jobs created or retained during the loan agreement.
- (7) To maintain fire and extended coverage insurance on the project property required during the term of the loan. The County shall be listed as Loss Payee, Mortgagee, or "additional" insured on the policy. Term life insurance may be required of the applicant to cover the loan balance through the life of the loan.
- (8) To abide by all federal laws, when applicable. These include, but may not be limited to: The Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Davis-Bacon Act, as amended; the Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act; and, all regulations pursuant to these Acts.
- (9) *To collect the attached self-certification forms from every applicant for each job created by CDBG funds.*

SECTION 10. LOAN SERVICING

10.1 MONITORING

The RLF Administrator shall monitor each loan to ensure compliance with the loan terms and conditions and to monitor the financial health of the business to ensure continued repayment of the loan. The monitoring will also ensure that all recordkeeping requirements are met particularly in regard to job creation and expenditures of matching funds.

A loan servicing file shall be established and maintained for each loan recipient that includes all written correspondence; a record of important telephone conversations; a list of applicable loan covenants; certificates of insurance for builder's risk, property-casualty, and life insurance, as applicable; and documentation for job creation and retention including low and moderate income certifications forms.

10.2 RECORDKEEPING

In addition to the above, the RLF financial management records must be comprehensive and designed to provide the following information:

- (a) A Revolving Loan Fund Register that records all deposits and disbursements to and from the RLF, including funds used for RLF administration.
- (b) A CDBG Loan Repayment Register that records repayments made by each business which has received a loan from the RLF. It also tracks the balance of repayments from all loans from the RLF.
- (c) A Collection Register for every loan made. Each register contains the business name, loan date, loan amount, terms, and date repayment begins. Payments are divided into principal and interest payments with a declining principal balance.
- (d) RLF Loan Repayment Registers that record repayments made by each business, which has received a loan from the RLF. It also tracks the balance of repayments from all loans from the RLF.

LOAN CLOSING DOCUMENTATION CHECKLIST

		If Recording Required:		Not Applicable
Date Requested	Date Received	Date Recorded	Date Returned	

FOUNDATION DOCUMENTATION

Financial Statements				
Certificate of Corporate Good Standing from Sec. of State				
Loan Commitment Letter				
Loan Agreement				
Borrowing Resolution or Agreement				
Certified Copy of Resolution Authorizing Actions Taken				
Sole Ownership Affidavit				
Other				

GUARANTEES/DEBT SUBORDINATION

Unlimited, Limited, or Specific Guarantee				
Spousal Consent				
Debt Subordination				
Authorizing Resolution or Agreement				
Other				

POSSESSORY COLLATERAL INCLUDING LIFE INSURANCE

Possession of Policy				
Assignment of Policy as Collateral				
Transmittal Letter and Request for Acknowledgement and Policy Information				
Other				

NONPOSSESSORY COLLATERAL

Release of Prior Lender Filings				
Security Interest Subordination Agreement				
Business Chattel Security Agreement				
Selective Business Security Agreement				
Financing Statement				
Financing Statement Fixtures - Real Estate Records				
Motor Vehicle Perfection				
Insurance Binder on Collateral				
Other				

REAL ESTATE

Survey				
Appraisal				
Casualty Insurance Binder				
Title Insurance Binder				
Title Insurance Policy				
Title Opinion Based on Abstract				
Check of Legal Description on Survey Against Deed Against				
Mortgage Against Title Insurance Binder				
Environmental Audit				
Mortgage				
Business Real Estate Security Agreement				
Flood Plain Certificate				
Flood Plain Notice				
Real Estate Mortgage Subordination Agreement				
Other				

NOTE DISBURSEMENTS

Business Note				
Statement				
Other				

COMPLETED BY:	68
RENEWED BY:	

RESOLUTION NO. 107 12

AUTHORIZING THE SAUK COUNTY HIGHWAY DEPARTMENT TO ELIMINATE ONE, FULL-TIME (1.00 FTE) PATROLMAN POSITION, AND CREATE ONE, FULL-TIME (1.00 FTE) SKILLED LABORER POSITION OUTSIDE THE BUDGET PROCESS

WHEREAS, due to budget constraints, staff level reductions have dictated the restructuring and reorganization of various Highway Department positions and processes to ensure a favorable level of service is maintained; and

WHEREAS, the Highway Department currently maintains a Patrolman position which is vacant; and

WHEREAS, the Skilled Laborer position already performs some of the essential tasks of the Patrolman position; and

WHEREAS, the creation of one Skilled Laborer position will allow the Department to improve the existing workforce; and

WHEREAS, the hourly wage of the Skilled Laborer position is currently \$0.14 per hour above the hourly wage of the Patrolman position; and

WHEREAS, the creation of the Skilled Laborer position will allow the Highway Department to maintain a consistent overall staffing level; and

WHEREAS, the expense the Highway Department realizes by the increase in hourly wages of the Skilled Laborer position will be offset by an increase in efficiency due to better utilization of the workforce.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Highway Department be authorized to eliminate one, full-time, vacant position of Patrolman and create one, full-time Skilled Laborer position outside of the budget process.


For Consideration by the Sauk County Board of Supervisors on December 18, 2012.


RESOLUTION NO. 10712


Respectfully submitted:

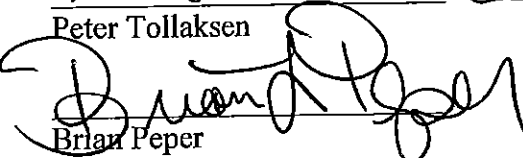
Sauk County Highway and Parks Committee


Virgil Harje, Chair


Tim Meister


Donald Stevens


Peter Tollaksen


Brian Peper

Sauk County Personnel Committee

Tim Meister, Chair

Peter Tollaksen

Carol Held

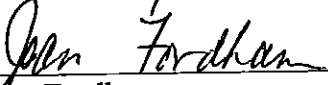
Henry Netzing

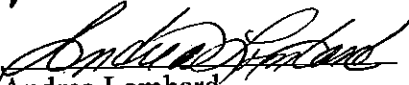
Scott Alexander

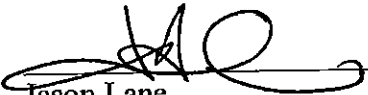
Sauk County Finance Committee


Tommy Lee Bychinski, Chair


William Wenzel


Joan Fordham


Andrea Lombard


Jason Lane

Fiscal Note: The extra expense realized from the wage increase for the Skilled Laborer position will amount to approximately \$291.00 annually. *KPB*

Sauk County Position Description

Department: Highway
Date: May 2010

Pay Grade: 6 FLSA: R
Reports To: Patrol Superintendent

Purpose of Position

The purpose of this position is to operate a variety of maintenance and repair vehicles, machines and equipment for Sauk County Highway Department.

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.

- Operates road maintenance, construction and repair vehicles and equipment including trucks, rollers, water trucks, front end loaders, tractors, mowers, brush chippers, compressors, semi-tractor and trailer, shop crane, conveyor, portable traffic signals, pavement saws, chainsaw, cement mixer, compactor, loaders, jackhammer, curbing machine, weed trimmers, drills, cutting torch and snow plow truck.
- Performs routine maintenance tasks on rollers, trucks, and chainsaw, sander, snow plow.
- Cuts brush and trees.
- Performs road maintenance tasks including patching pavement.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with two years heavy equipment operating experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities. Ability to obtain a commercial driver's license Class A, B, and C with N, H and T endorsements required.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

- Ability to assemble, copy, record and transcribe data and information, following a prescribed plan. Ability to compare, count, differentiate, measure and/or sort data and information.
- Ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards, as well as the ability to follow specific instructions and respond to simple requests.
- Ability to utilize descriptive data and information, such as regulations, blueprints, time cards, equipment maintenance schedules and general operating manuals.
- Ability to communicate with Highway Department personnel, law enforcement personnel, paving crews and the general public.

Mathematical Ability

- Ability to add, subtract, multiply and divide.

Skilled Laborer**Judgment and Situational Reasoning Ability**

- Ability to use functional reasoning development in the performance of semi-routine functions involving standardized work with some choice of action.
- Ability to apply situational reasoning ability by exercising judgment, decisiveness and creativity in situations involving the evaluation of information against sensory or judgmental criteria.

Physical Requirements

- Ability to operate equipment and machinery requiring monitoring multiple conditions and making multiple, complex and rapid adjustments. Ability to make minor repairs to equipment and machinery. Ability to operate road maintenance and repair heavy equipment and tools, two-way radio, lawn mowers, drills, cutting torches, rollers, trucks, hand tools, etc.
- Ability to exert moderately heavy physical stress in moderate to heavy work, including stooping, kneeling, crouching and crawling. Ability to handle, finger and feel. Ability to lift, carry, push and pull. Ability to climb and balance. Ability to sustain prolonged standing and visual concentration.
- Ability to recognize and identify degrees of similarities or differences between characteristics of colors, heat and cold, forms, sounds, tastes, odors, textures etc. associated with objects, materials and ingredients.

Environmental Adaptability

- Ability, in regard to environmental factors such as temperature variations, odors, toxic agents, machinery, noise, vibrations, wetness, fumes and dust, to work under mildly unsafe 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.

.....
Employee's Signature

.....
Supervisor's Signature

.....
Date

.....
Date

ORDINANCE NO. 16 - 2012

ESTABLISHING A FEE TO BE CHARGED BY THE CORONER
FOR THE ISSUANCE OF CREMATION PERMITS
SAUK COUNTY CODE § 30.09

WHEREAS, Wis. Stat. § 59.36, authorizes the County Board of Supervisors to set the fees for all services rendered by the coroner and also provides that the set fees may not exceed an amount that is reasonably related to the actual and necessary cost of providing the service; and,

WHEREAS, the Sauk County Coroner's Office is responsible for issuing cremation permits, and issuance of a cremation permit requires additional efforts including viewing for cremation examination, photos, reports, and travel expenses of the deceased; and,

WHEREAS, the Sauk County Coroner's office processed two hundred seventy cremation permits in 2011 and all counties in Wisconsin charge a fee for this service except Sauk County; and,

WHEREAS, cremation fees in other counties range from fifty dollars to three hundred and twenty-five dollars, and the Coroner recommends that Sauk County establish a cremation permit fee of one hundred twenty-five dollars to adequately compensate for the additional costs incurred by the County to issue a cremation permit; and,

WHEREAS, your undersigned Committee has carefully reviewed and considered this amendment to Chapter 30 and believes that adoption of this amendment is in the best interest of the people of Sauk County.

NOW, THEREFORE BE IT ORDAINED, by the Sauk County Board of Supervisors, met in regular session, that effective January 1, 2013, a fee of one hundred twenty-five dollars (\$125.00) shall be charged for the issuance of a cremation permit in Sauk County; and,

BE IT FURTHER ORDAINED, that Sauk County code § 30.09 is hereby created to read as follows:

30.09 County Coroner Fees. Pursuant to Wis. Stat. § 59.36, the Sauk County Coroner is authorized to charge the following fee:

- (1) The County Coroner shall charge a fee of \$125.00 for services rendered in connection with issuing cremation certificates.
- (2) The fee listed in sub. (1) shall not be charged to individual persons residing in Sauk County.
- (3) Effective Date. This Ordinance shall take effect on January 1, 2013.

For consideration by the Sauk County Board of Supervisors on December 18, 2012.

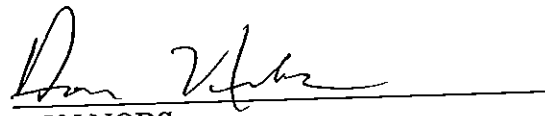
Respectfully submitted:

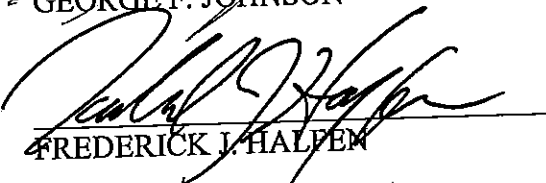
LAW ENFORCEMENT & JUDICIARY


DONALD STEVENS, Chair


PETER TOLLAKSEN


GEORGE F. JOHNSON


DON NOBS


FREDERICK J. HALFEN

FISCAL NOTE: The Coroner's Office would show projected revenue of \$33,750 for 2013 based on 270 cremation permits issued at \$125 per permit. *LPB*

MIS IMPACT: No direct impact.

s:/ccounsel/Ordinances/Implementing Ordinances/Chapter 30/CremationPermitFee_2012

RESOLUTION NO. 108-12

AUTHORIZATION TO CONTRACT WITH VENTURE ARCHITECTS FOR ENGINEERING SERVICES AND SCHEMATIC DESIGN SERVICES

WHEREAS, Criterion Associates in July of 2012 completed its Staffing Study on the Sheriff's Department; and,

WHEREAS, as part of the Staffing Study it was recommended that an engineering study be done to determine if B Pod Control could be redesigned/remodeled so that only one staff versus two would be required to staff this locations; and,

WHEREAS, the Law Enforcement & Judiciary Committee directed staff to develop a Request for Proposals for Engineering and Schematic Design Services; and,

WHEREAS, the Request for Proposal that was issued was specifically divided into two parts with Part One requiring a detailed report be provided to the Committee addressing the Criterion recommendation regarding B Pod Control which would include the feasibility of such a redesign, short and long range affects and impacts and budget costs; and,

WHEREAS, staff along with the Law Enforcement and Judiciary Committee have reviewed the proposals received and recommends that it is in the best interest of Sauk County to proceed with the completion of Part One of the Request for Proposal by Venture Architects at a cost of \$12,000.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the Emergency Management Buildings & Safety Administrator is hereby directed and authorized to contract with Venture Architect to complete Part One of the Engineering and Schematic Design Services for the Law Enforcement Center at a cost of \$12,000.

For consideration by the Sauk County Board of Supervisors this 18th day of December 2012.

Respectfully submitted,

SAUK COUNTY LAW ENFORCEMENT & JUDICIARY COMMITTEE

Donald Stevens, Chair

Peter Tollaksen, Vice Chair

Frederick J. Halfen

George F. Johnson

Don Nobs

Fiscal Note: Request for Proposal was broken into two parts, Part one is the cost to review the findings from the Criterion Study to determining the feasibility of completing such work and the cost associated with such work regarding B Pod Control and Part two is the cost to complete a schematic design of how B Pod Control would be revised/remodeled. \$17,119 is included the Sheriff's Department 2013 budget to complete this work.

Information System Note: No Information System impact

KLB

LEC SCHEMATIC DESIGN BID

COMPANY
NAME

BID

CRA ARCHITECTS, Tallahassee, FL	PART I	\$	20,095.00
Teamed with MEP Assoc., Verona , WI and Ericksen Roed & Assoc., Eau Claire, WI	PART II	\$	19,875.00
	TOTAL	\$	39,970.00

VENTURE ARCHITECTS, Milwaukee, WI	PART I	\$	12,000.00
	PART II	\$	8,000.00
	TOTAL	\$	20,000.00

ARNOLD & O'SHERIDAN, Milwaukee, WI	PART I	\$	14,800.00
	PART II	\$	23,800.00
	TOTAL	\$	38,600.00

KLEIN MC CARTHY, St. Louis Park, MN	PART I	\$	21,940.00
Teamed with MSA Professional Services, Baraboo, WI	PART II	\$	27,780.00
	TOTAL	\$	49,720.00

STROLLO ARCHITECTS INC, Orlando, FL	PART I	\$	9,963.00
Teamed with Just US Services Group, LLC, Lacrosse, WI	PART II	\$	7,000.00
	TOTAL	\$	16,963.00

RESOLUTION NO. 109-12

**ORDERING COUNTY CLERK TO ISSUE TAX DEEDS
ON UNREDEEMED TAX CERTIFICATES**

WHEREAS, your Property and Insurance Committee has been informed by Elizabeth A. Geoghegan, Sauk County Treasurer, that real estate taxes for the year 2008 remain unpaid for certain properties; and

WHEREAS, your Committee is also informed that all of the statutory requirements concerning notification and the publication of notices for said properties with unpaid taxes for the year of 2008 have been completed; and

WHEREAS, pursuant to Wis. Stat. § 75.14(1), the County Board, by resolution, may order the County Clerk to execute to the County tax deeds for such properties; and

WHEREAS, such resolution is the next necessary step in the equitable enforcement and collection of real estate taxes.

NOW, THEREFORE, BE IT RESOLVED, that the County Clerk of Sauk County is ordered to execute and issue a tax deed in favor of Sauk County upon all lands for which Sauk County owns and holds tax certificates remaining unredeemed for the year 2008.

<u>PARCEL</u> <u>ID NO.</u>	<u>LEGAL</u> <u>DESCRIPTION</u>	<u>MORE PARTICULARLY</u> <u>DESCRIBED IN</u> <u>REGISTER OF DEEDS</u> <u>OFFICE AT V AND P</u> <u>OR R AND I OR DOC NO.</u>	<u>2008</u> <u>TAXES</u> <u>OWED</u>
--------------------------------	------------------------------------	---	--

TOWN OF SPRING GREEN

032-1211- 10000	S 31-9-3 PRT SW NE = CSM #4409 LOT 1 5.53A (Formerly known as the George Rieder Jr. property)	753779\752446\410-634	\$1,485.70
--------------------	---	-----------------------	------------

TOWN OF WOODLAND

044-0864- 00000	ALPINE ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 217 (Formerly known as the Manuel & Leticia Gonzalez property)	745349\744420\514-879	\$138.41
--------------------	--	-----------------------	----------

Resolution No. 109 - 12, Authorizing Issuance of Tax Deeds
Page 2 of 4

044-0865-00000	ALPINE ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 218 (Formerly known as the Manuel & Leticia Gonzalez property)	745349\744420\514-879	\$138.41
044-0933-00000	BLACK FOREST ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 152 (Formerly known as the Flexzan Acquisitions LLC property)	951122\947067\407-255	\$128.53
044-0952-00000	BLACK FOREST ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 169 (Formerly known as the N Robert & Catherine Parda property)	199-215\370-207\364-599	\$160.16
044-1104-00000	MATTERHORN ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 280 (Formerly known as the Edward C. Habel property)	782932\773836\490-576	\$134.44
044-1132-00000	MATTERHORN ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 308 (Formerly known as the Carl T. & Jacqueline A. Geng property)	370-096	\$112.72
044-1135-00000	NETHERLANDS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 502 (Formerly known as the Joshua & Michelle Ziegler property)	888242\190-710\180-884	\$71.00
044-1137-00000	NETHERLANDS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 504 (Formerly known as the Nicolae I. Ciocan & Alina Vanca property)	988918\987974\453-693	\$8.06
044-1375-00000	SIOUX TRAILS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 384 (Formerly known as the Flexzan Acquisitions LLC property)	951123\947067\145-221	\$112.72
044-1387-00000	SIOUX TRAILS ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 396 (Formerly known as the Penelope Beatrice Barbian property)	785760\152-164\387-545	\$62.38

Resolution No. 109- 12, Authorizing Issuance of Tax Deeds
Page 3 of 4

044-1419- 00000	SUMMIT ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 425 (Formerly known as the Peggey Marquardt property)	918680\811073\183-264	\$672.26
044-1505- 00000	STAGHORN ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 59 (Formerly known as the Carol L. Miller property)	985591\934008\926833	\$132.47
044-1511- 00000	STAGHORN ADD TO BRANIGAR'S DUTCH HOLLOW LAKE LOT 65 (Formerly known as the Joe Neduzak property)	909734\821558\120-060	\$132.47

VILLAGE OF LAKE DELTON

146-1053- 70530	VILLAGE OF LAKE DELTON 1 ST ADD TO SPRING BROOK SHORES LOT 53 0.28A (Formerly Known as the Fidel Gonzalez property)	930171\716262\430-537	\$329.39
146-1552- 00000	VILLAGE OF LAKE DELTON GREAT WOLF LODGE CONDOMINIUM UNIT 3301 (Formerly known as the Jason H & Joanne M De Noble property)	883150\716581\716580	\$524.68

VILLAGE OF ROCK SPRINGS

176-0019- 00000	VILL OF ROCK SPRINGS ORIG PLAT LOTS 1 TO 5 INC BLK 5 (Formerly known as the Derek Long Property)	909321\419-373\144-376	\$1,223.23
--------------------	--	------------------------	------------

CITY OF BARABOO

206-0056- 10000	S 35-12-6 PRT NE NE = CSM #2736 LOT 2 0.18A (Formerly known as the Beverly J. Higgins property)	847266\176-665\172-163	\$1,674.96
--------------------	---	------------------------	------------

CITY OF REEDSBURG

276-1217- 00000	CITY OF REEDSBURG TITUS ADD W5.5' OF N115.5' LOT 2 & E 50.5' OF N115.5' LOT 3 BLK 4 (Formerly known as the Leo D. Schneider & Andrea S. March Property)	709434\118-800\335-719	\$9,986.43
--------------------	--	------------------------	------------


Resolution No. 109 - 12, Authorizing Issuance of Tax Deeds
Page 4 of 4

AND, BE IT FURTHER RESOLVED, that Sauk County will assume and pay the 2012 real estate taxes.


For consideration by the Sauk County Board of Supervisors on December 18, 2012.

Respectfully submitted,

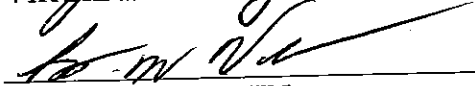
SAUK COUNTY PROPERTY AND INSURANCE COMMITTEE:



DAVID A. RIEK, Chairperson



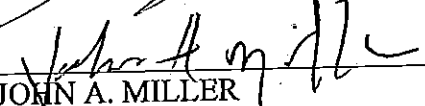
VIRGIL HARTJE



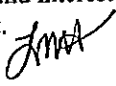
SCOTT VON ASTEN



GEORGE F. JOHNSON



JOHN A. MILLER

FISCAL NOTE: From the Tax Certificates Held Account, taxes amounting to \$57,769.08 will be transferred to the Tax Deeds Held By County Account and interest and penalties amounting to \$28,192.23 will be transferred to the Treasurer's Interest on Taxes Account. 

MIS NOTE: No impact.

RESOLUTION NO. 110-12

ADOPTING THE AGREEMENT FOR ENHANCED 9-1-1 SERVICE FOR SAUK COUNTY

WHEREAS, Sauk County has provided for Enhanced 9-1-1 services since 1994; and,

WHEREAS, since implementing 9-1-1 services Sauk County has worked with AT&T to maintain the enhanced 9-1-1 network system and has had in place an agreement for Enhanced 9-1-1 Services; and,

WHEREAS, this agreement has not been updated since 2001; and,

WHEREAS, Sauk County Code Chapter 32 covers Emergency Telephone Services, and in accordance with Wis. Stat. § 256.35, Sauk County is allowed to levy a charge on wireline telephone lines a levy of up to \$0.40 per billable wireline to cover the costs associated with this agreement; and,

WHEREAS, the cost for Enhanced 9-1-1 services based on the 2001 agreement was \$0.29 per billable line; and,

WHEREAS, with the updated agreement (Copy Attached) the cost per billable line will increase to \$0.73 per billable line due to cost increases since 2001 and the loss of billable wireline services to wireless services.

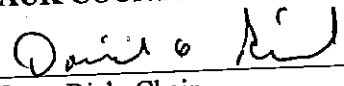
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the Emergency Management Buildings & Safety Administrator is hereby authorized to sign the Agreement with AT&T for Enhanced 9-1-1 Services; and,

BE IT FURTHER RESOLVED, that the levy per billable wireline assessed via charges to wireline customers from telephone service providers be increased to \$0.40 per billable wireline.

For consideration by the Sauk County Board of Supervisors on December 18th, 2012.

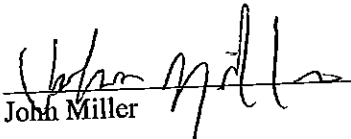
Respectfully submitted,

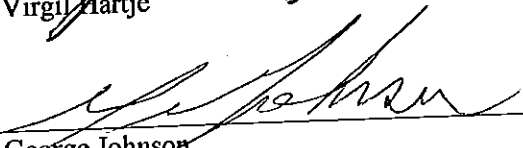
SAUK COUNTY PROPERTY & INSURANCE COMMITTEE


Dave Riek, Chair

Scott Von Asten


Virgil Hartje


John Miller


George Johnson

Fiscal Note: \$93,000 for the portion of the cost not funded through telephone provider charges to wirelines has been included in the Building Services 2013 Budget. *YJB*

Information System Note: No Information System Impact.

Sauk County Provides an Enhanced 9-1-1 System for Sauk County residents as well as Cell phone users traveling in Sauk County.

Wisconsin Statutes allow all Wisconsin Counties to charge up to \$0.40 per wireline per month to offset the cost to maintain the infrastructure (i.e., circuits, database, etc.) necessary to assure that the information such as name, address and phone number are properly delivered to the 9-1-1 Dispatch Center when someone dials 9-1-1. The fee assessed is based on the cost of maintaining the infrastructure (i.e., circuits, database, etc.) divided by the number of billable wirelines in the county. Presently there is not statutory authority for this to be assessed to wireless/cellular phone lines.

When the cost to maintain the infrastructure is greater than the \$0.40 per billable wireline per month, the County is responsible for paying the remainder of that cost. In Sauk County the new fee will be increasing to \$0.73 per billable wireline per month, thus with the increase of the wireline billing to \$0.40 Sauk County will be responsible for the remaining \$0.33 per billable wireline per month. \$93,000.00 has been budget to cover this cost in the 2013 budget.

There are discussions at the State level (A special 9-1-1 committee) that is looking at changing the way that these infrastructure costs are assessed. Generally speaking, the intent would be to allow that the infrastructure costs be assessed to all phone lines, wireline and wireless/cell, providing all counties in the State the ability to recoup the infrastructure cost through this uniform assessment on all phone lines and eliminating the need for Counties to levy tax dollars to assist with these costs.

AGREEMENT FOR ENHANCED 9-1-1 SERVICE
SAUK COUNTY

AGREEMENT ("this Agreement"), made by and between WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN, f/k/a SBC WISCONSIN (hereinafter referred to as "AT&T"), CENTURYTEL OF THE MIDWEST- KENDALL, LLC; CENTURYTEL OF THE MIDWEST-WISCONSIN, LLC; MT VERNON TELEPHONE COMPANY d/b/a TDS TELECOM; FRONTIER NORTH, INC; MT HOREB TELEPHONE COMPANY; LAVALLE TELEPHONE COOPERATIVE; (hereinafter collectively referred to as "Participating Carriers"), and SAUK COUNTY, a municipal corporation existing under the laws of Wisconsin (hereinafter the "County").

WITNESSETH:

WHEREAS, the County, by ordinance, has determined to establish a county-wide emergency telephone system; and

WHEREAS, the County, by ordinance, has further determined to fund said system partially through a levy on the telephone bills of the users of said system as permitted by sec. 256.35(3), Stats.; and

WHEREAS, AT&T, with the cooperation and assistance of the Participating Carriers, is able to provide the essential components of such a system.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, AT&T, the Participating Carriers and the County hereby agree as follows:

1. Provision of Emergency Network and Universal Number Service

(a) AT&T agrees to install and maintain an enhanced (E 9-1-1) network system and to provide a universal central office number 9-1-1 for the use of the public emergency answering centers engaged in assisting local governments within the county in protecting the safety and property of the general public. Except as noted in Schedule A attached hereto and by this reference made a part hereof, the system will operate so that, when the number 9-1-1 is dialed, it will provide to all access lines served by central offices identified in Schedule B, the 9-1-1 system features described in Section 3 below.

(b) The network system will be furnished subject to the availability of appropriate facilities in AT&T's and the Participating Carriers' central offices and to the compatibility of the terminal equipment provided by the participating public agencies.

(c) The features offered under the E 9-1-1 system will be available 24 hours a day, 7 days per week.

(d) The system will be provided by AT&T with participation by the Participating Carriers and New Entrant Carriers as described in Section 7d.

(e) Provision of E 9-1-1 service by Participating Carriers is subject to the limitations, if any, listed in Schedule A of this agreement.

2. Application of Tariff

AT&T's provision of the services contemplated herein will be governed by AT&T's tariff, P.S.C. of W. 20, Part 20, Section 8, Universal Emergency Number Service - 911 Via End User Funding (hereinafter referred to as "Tariff"), the applicable provisions of which, as amended and in effect from time to time, are hereby incorporated by reference. The inclusion of individual provisions of the Tariff in this agreement will not be construed as an exclusion of any other Tariff provision.

3. Network Features

The following E 9-1-1 system features, as described by the Tariff, will be provided to the County:

- (a) Automatic Number Identification (ANI)
- (b) Automatic Location Identification (ALI)
- (c) Selective Routing (SR)

4. Grade of Service

AT&T's and the Participating Carriers intent will be to provide at least the same level of service reliability and quality as the telephone service being provided in the exchanges where 9-1-1 is offered.

5. Network Configuration

AT&T, the Participating Carriers, and the County agree that the exchange areas identified in Schedule B, attached hereto and by this reference made a part hereof, by their designated telephone number prefixes, as established by AT&T and the Participating Carriers, and as filed with the Public Service Commission of Wisconsin ("PSCW"), and the number of circuits associated with each exchange, will comprise the County E-9-1-1 system as of the date of execution of this Agreement. In some cases, multiple carriers may serve the same number prefixes and exchange areas. The County, acting through its 911 PSAP Coordinator, AT&T, and the Participating Carriers may agree on changes to this configuration at any time and such changes will be reflected in Schedule B and in the rates specified in Schedules C and D attached hereto and by this reference made a part hereof. Revised Schedules B, C, and D will be filed with the PSCW with the line count described in Section 7 of this Agreement.

6. Monitoring and Testing

The rates charged for E 9-1-1 service do not contemplate and AT&T and the Participating Carriers will not undertake inspection or constant monitoring to discover errors, defects and malfunctions of the services. The County or participating public agencies shall have the responsibility of discovering all errors, defects and malfunctions, and assumes the duty of, and will make such tests, as, in the judgment of the County and/or the participating public agencies, are required to determine whether the system is functioning properly for its use. The County shall promptly notify AT&T in the event that the system is not functioning properly.

7. Service User Rates

(a) The County may provide, by ordinance, that AT&T and the Participating Carriers bill the nonrecurring and recurring charges to service users within the County as provided in sec. 256.35(3), Stats. and in the manner described in AT&T's tariff P.S.C. of W. 20, Part 20, Section 8.

(b) In accordance with sec. 256.35(3), AT&T or the Participating Carriers may petition the PSCW to charge service users that are outside of the County. For purposes of determining the charges to be so billed, the rates provided in Schedule C, attached hereto and incorporated by reference, will control for the initial service period.

(c) AT&T and the Participating Carriers may review the access line counts annually and will provide the count in writing to the County. Subsequently, AT&T Wisconsin will also notify the County in writing of any adjustment to the user fee rate. Barring any prior written challenge to this re-calculated user fee rate, the rate will be incorporated into this Agreement going forward until subsequently modified by this or other provisions identified in this Agreement.

(d) Separate and distinct from the annual review outlined in subsection (c) above, the following provisions apply in an event where a local exchange carrier that is certified by the PSCW but is not already party to this Agreement ("New Entrant Carrier") begins providing local exchange service in the County:

(1) Such New Entrant Carrier may become a party to this Agreement by providing written notice to all Parties to this Agreement that it fully accepts all terms and conditions of this Agreement. The rates, costs and access line counts will be recalculated by AT&T ("NEC Recalculation") in accordance with the same methodology used to create the initial rates and access line counts and put into effect on the New Entrant Carrier Rate Date ("NEC Rate Date") as described below. In the event that a Party ceases to provide local exchange service in the County, AT&T will also include any resulting redistribution or reduction of access line counts or costs into account when performing the NEC Recalculation. Schedules B, C and D will be updated in accordance with the NEC Recalculation.

(2) There will be a maximum of two (2) NEC Rate Dates on January 1st and July 1st in each year. All New Entrant Carriers who begin or Participating Carriers who cease providing local exchange service in the county at least sixty (60) days prior to a NEC Rate Date will be included in the NEC Recalculation to be put into effect by that date. Any New Entrant Carriers who begin or Participating Carriers who cease providing local exchange service less than sixty (60) days prior to a NEC Rate Date or after a NEC Rate Date will not have its access lines included in the New Entrant Recalculation until the next NEC Rate Date. The NEC Carrier will be considered a Participating Carrier when the NEC Rate Date becomes effective.

(3) AT&T will provide the Parties with the new rates, costs and access line counts from the NEC Recalculation at least thirty (30) days prior to the NEC Rate Date. Unless a Party provides written notice to all Parties that it objects to the new rates, costs or access line counts, ("Objection Notice") within fifteen (15) days of receipt of the new rates, costs, or access line counts from the NEC Recalculation, the new rates and access line counts will be deemed accepted by all Parties and put into effect on the NEC Rate Date. All Objection Notices must be accompanied by a written explanation as to why the Party objects to the NEC Recalculation. A Party may not provide an Objection Notice that such Party objects to the addition of a New Entrant Carrier.

(4) The Parties will endeavor to resolve any Objection Notices prior to the NEC Rate Date. If the Parties resolve an Objection Notice after an NEC Rate Date, the new rates, costs, or access line counts will be put into effect in the next full calendar month after a resolution is reached. If the Parties cannot resolve an Objection Notice within sixty (60) days of the day that the Objection Notice was sent by a Party, any Party may petition the PSCW to resolve the issue.

8. County Charges.

(a) The total nonrecurring and recurring rates associated with the system are shown on Schedule C attached hereto and by this reference made a part hereof.

(b) Due to the limitations imposed by Wis. Stats. 256.35(3)(b) condition 8, the County would be responsible for any charges in excess of the limitations imposed by Wis. Stats. 256.35(3)(b) condition 8.

9. Limitation of Liability

(a) E 9-1-1 service is provided solely for the benefit of the County and the participating public agencies. The provision of 9-1-1 service by AT&T and the Participating Carriers will not be interpreted, construed or regarded either expressly or implied as being for the benefit of, or creating any obligation toward any third person or entity other than the County.

(b) AT&T and the Participating Carriers do not undertake to answer or forward 9-1-1 calls, but furnish the use of their facilities to enable the County and all participating public agencies and their personnel to respond to such calls when received by such personnel on the County's or participating public agencies' premises.

(c) The County will not be liable for any losses or damages arising out of errors, interruptions, defects, failures or malfunctions of the E 9-1-1 service prior to the information being received at the Public Safety Answering Point (PSAP). AT&T and the Participating Carriers will not be liable for any losses or damages arising out of errors, interruptions, defects, failures or malfunctions of the E 9-1-1 service after the information has been received at the Public Safety Answering Point. Nothing in this agreement will operate as a waiver of any limitation of liability of AT&T or the Participating Carriers as provided in sec. 256.35(7), Stats.

(d) AT&T's and the Participating Carrier's liability for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E 9-1-1 service, including any and all equipment and data processing systems associated therewith, will not exceed the greater of \$50.00 or an amount equal to the pro rata charges for the service during the period that the service was fully or partially inoperative and after AT&T and any Participating Carrier has been notified of such interruption, defect, failure or malfunction and has had a reasonable time for repair.

(e) Subject to the limitations as forth in Section 9 above; Each of the parties hereto agree to release, indemnify, defend and hold harmless, each other party, and its affiliates, its and their officers, directors, employees and suppliers from any and all loss, cost, claims, demands, suits or other action for (i) any personal injury to or death of any person or persons, (ii) any loss, damage or destruction of property, or (iii) any infringement or invasion of the right to privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, maintenance, removal, or presence, condition, occasion, or use, or failure to install, operate, maintain, remove, or by the presence, condition, occasion or use of E 9-1-1 service, its features and equipment associated therewith, or by any services or information furnished in association therewith to the extent that any such loss, cost, claim, demand, suit or other action will be grounded on the negligent or wrongful acts or omissions of any employee, agent or equipment of the releasing party.

10. Term of Agreement and Initial Service Period

(a) This Agreement will be effective for a period of three (3) years commencing on the initial service date and at the expiration of such three year term, will be automatically renewed on an annual basis until replaced by a successor agreement negotiated by the Parties. Unless otherwise agreed upon in writing between the County and AT&T Wisconsin (with notice to the Participating Carriers), the effective initial service date will be the next subsequent first of the month following the execution of this Agreement by the County. Notwithstanding the foregoing, neither AT&T nor the Participating Carriers will be liable in damages (special, consequential or otherwise) resulting from delays in the initial service date.

(b) In the event a Participating Carrier ceases to provide local exchange service in the county or seeks to withdraw from this Agreement for other reasons, such Participating Carrier shall provide sixty (60) days written notice to the remaining Participating Carriers and the County of its intent to withdraw. If the Participating Carrier seeks to withdraw from this Agreement for reasons other than cessation of its provision of local exchange service in the county, it shall also provide 60 days advance notice to the PSCW and comply with any conditions imposed by the PSCW on such withdrawal.

(c) In the event that the County or any participating public agency cancels service prior to installation, the County and any canceling public agency will be liable for payment of an amount equal to the cost of engineering, equipment orders, installation, assembly, labor, cost of removal and any other costs incurred up to the time of cancellation which have resulted due to this order for service; said payment not to exceed the total installation charges.

(d) Neither the County nor any participating public agency will be held liable for any costs relating to delays necessitated by securing the approval of this Agreement by the PSCW.

11. Execution

This Agreement may be executed in two or more counterparts each of which shall be considered an original, but one and the same instrument.

12. Entire Agreement

The terms contained in this Agreement and any attachment(s) referred to herein, which are incorporated into the Agreement by this reference, including Schedules A, B and C, constitute the entire agreement by, between, and among the County, AT&T, and the Participating Carriers with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Except as otherwise set forth in this Agreement, this Agreement may only be modified in a writing signed by the Parties. Notwithstanding the foregoing, this Agreement is not intended to replace or supersede any E 9-1-1/9-1-1 compensation arrangements between the Participating Carriers, including but not limited to E 9-1-1/9-1-1 terms and conditions that may be part of an interconnection agreement or any applicable tariff.

IN WITNESS WHEREOF, the parties, by their duly authorized agents, have executed this Agreement as of the day and date set forth beneath the signatures of each but effective as of the date first set forth above.

PARTICIPATING CARRIERS

<u>SAUK COUNTY</u> By _____ Attest _____ Date: _____	<u>WISCONSIN BELL, INC.</u> <u>d/b/a AT&T WISCONSIN</u> By _____ Attest _____ Date: _____
<u>CENTURYTEL OF THE MIDWEST- KENDALL, LLC</u> By _____ Attest _____ Date: _____	<u>CENTURYTEL OF THE MIDWEST- WISCONSIN, LLC</u> By _____ Attest _____ Date: _____
<u>FRONTIER NORTH, INC</u> By _____ Attest _____ Date: _____	<u>MT. HOREB TELEPHONE</u> By _____ Attest _____ Date: _____
<u>LAVELL TELEPHONE COOPERATIVE</u> By _____ Attest _____ Date: _____	<u>MT. VERNON TELEPHONE COMPANY</u> <u>d/b/a TDS TELECOM</u> By _____ Attest _____ Date: _____

**SAUK COUNTY
E9-1-1**

Schedule A

Confidentiality of individual carrier line counts has been requested and thus line count.
Schedule C reflects an aggregate billable

These schedules do not include the costs for the following companies who either refused to participate or failed to provide their costs in a reasonably timely manner:

Charter Fiber Link - 5,625 lines
Merrimac Communications, LTD - 745 lines
Reedsburg Utility Commission - 3,150 lines

Mt Horeb and Mt Veron Telephone are participating in the Sauk County contract
due to end office network configurations involving diversity

**SAUK COUNTY
E9-1-1**

Schedule B

CARRIERS

carrier line counts has been requested and thus line count.
Schedule C reflects an aggregate billable
AT&T

**CENTRAL
OFFICE
CIRCUITS**

CenturyTel of the Midwest-
Wisconsin, LLC

CenturyTel of the Midwest-
Kendall, LLC

Frontier North Inc

La Valle Telephone Coop
Mt Horeb and Mt Vernon Telephone are participating in the Sauk County contract
due to end office network configurations involving diversity

Mt Vernon Telephone

0

0

3

16

2

0

0

SELECTIVE ROUTER

AT&T - Madison

EXCHANGES

BARABOO
FITCHBURG
LA VALLE
LIME RIDGE
LODI
LOGANVILLE
LONE ROCK
MADISON
MERRIMAC
NORTH FREEDOM
PLAIN
PORTAGE
REEDSBURG
SAUK CITY
SPRING GREEN
WISCONSIN DELLS
WITWEN
WONEWOC

**SAUK COUNTY
E9-1-1**

Schedule C

	<u>BILLABLE ACCESS</u>		
	<u>LINES</u>	<u>NON RECURRING</u>	<u>RECURRING</u>
Confidentiality of individual carrier line counts has been requested and thus line count. Schedule C reflects an aggregate billable			
AT&T	0	Paid	\$5,491.65
CenturyTel of the Midwest- Wisconsin, LLC	162	Paid	\$16.20
CenturyTel of the Midwest- Kendall, LLC	6,244	Paid	\$1,692.10
Frontier North Inc	15,171	Paid	\$7,080.81
La Valle Telephone Coop	1,095	Paid	\$41.56
Mt Horeb and Mt Vernon Telephone are participating in the Sauk County contract due to end office network configura	0	Paid	\$1,156.32
Mt Vernon Telephone	0	Paid	\$1,113.18
Total	22,672		\$16,591.82

	<u>MONTHLY RATE</u>
INSTALL	\$0.000
MONTHLY	\$0.732
	<u>\$0.732</u>
Monthly Subscriber Rate (rounded)	<u><u>\$0.73</u></u>

Effective Date : _____

SAUK COUNTY
E9-1-1

	Exchange Access Lines ¹	Bilable Access Lines ²	End Office to Control Office Facilities		Carrier Incidental Charges		ALI/AN/USR - Database Management		PSAP Circuits	
			NRC	Monthly	NRC	Monthly	NRC	Monthly ³	AT&T NRC	Monthly
AT&T	0	0	\$0.00	\$2,026.00	\$0.00	\$0.00	\$0.00	\$0.00		
CenturyTel of the Midwest-Wisconsin, LLC	0	819	\$0.00	\$0.00	\$0.00	\$16.20	\$0.00	\$94.50		
CenturyTel of the Midwest-Kendall, LLC	3	7,366	\$0.00	\$772.86	\$0.00	\$919.24	\$0.00	\$777.00		
Frontier North Inc	16	18,836	\$0.00	\$4,561.28	\$0.00	\$2,519.53	\$0.00	\$1,984.50		
Mt Horeb and Mt Veron Telephone are due to end office network configurations involving diversity	2	1,121	\$0.00	\$41.56	\$0.00	\$0.00	\$0.00	\$126.00		
Mt Horeb Telephone	0	0	\$0.00	\$1,156.32	\$0.00	\$0.00	\$0.00	\$0.00		
Mt Vernon Telephone	0	0	\$0.00	\$1,113.18	\$0.00	\$0.00	\$0.00	\$0.00		
			\$0.00	\$9,671.20	\$0.00	\$3,454.97	\$0.00	\$2,982.00		
PSAP(s)	5								\$0.00	\$483.65
Sauk County										
COUNTY TOTAL	28,142	22,672	\$0.00	\$9,671.20	\$0.00	\$3,454.97	\$0.00	\$2,982.00	\$0.00	\$483.65

1- Exchanges Access Lines are based upon the 911 database records that are routed to the county's PSAPs. The 911 database provides data at the NPA-NOX level but does not contain a logical End Office Identifier.

2- Bilable Access Lines represent the access lines that are billed the county surcharge by the telephone entities providing service within the county.

3- Database charges based upon applicable AT&T tariffs

RESOLUTION NO. ///-12

**AUTHORIZING CONTRACT WITH NCI-ROBERTS CONSTRUCTION INC. TO
COMPLETE THE REMODELING OF THE WEST SQUARE ADMINISTRATION
BUILDING**

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

WHEREAS, a space needs assessment was completed on the West Square Building by Venture Architects; and,

WHEREAS, a Schematic Design was completed on the West Square Building by MSA Professional Services; and,

WHEREAS, MSA Professional Services was contracted for Architectural and Engineering services to include the construction drawings, bidding, administration, state approval fees, permits, printing, mailing and contingency; and,

WHEREAS, MSA Professional Services completed all the necessary drawings and solicited bids to complete this remodel; and,

WHEREAS, MSA Professional Services has reviewed all bids and certifies that NCI-Roberts Construction Inc. has provided a valid bid for a total cost of \$444,120.00; and,

WHEREAS, MSA Professional Services has reviewed the bids with the Property & Insurance Committee and the Committee feels that it is in the best interest of Sauk County to accept the bid from NCI-Roberts Construction Inc.,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that the County Board Chair is hereby directed and authorized to contract with NCI-Roberts Construction Inc. at a cost of \$444,120.00 to complete the remodeling of the West Square Administration Building; and,

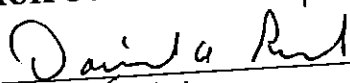
BE IT FURTHER RESOLVED, that the Emergency Management Buildings & Safety Administrator is designated to approve changes not exceeding \$10,000.00 as long as those changes do not exceed the budget established for this building project; and,

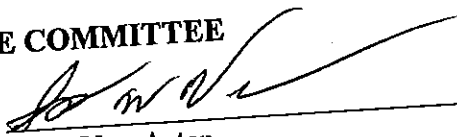
BE IT FURTHER RESOLVED, that the Sauk County Board of Supervisors hereby authorizes the Property & Insurance Committee to approve changes in excess of \$10,000.00 as long as those changes do not exceed the budget established for this building project.

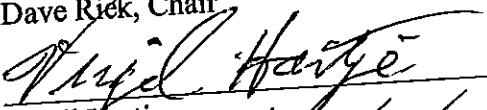
For consideration by the Sauk County Board of Supervisors on December 18th, 2012.

Respectfully submitted,

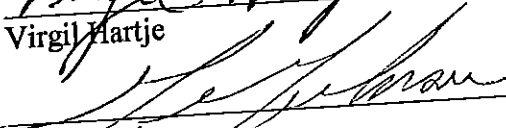
SAUK COUNTY PROPERTY & INSURANCE COMMITTEE


Dave Riek, Chair


Scott Von Asten


Virgil Hartje

John Miller


George Johnson

Fiscal Note: Adequate funds for this project are available as shown in the following table:

	County Portion	USDA	Workforce Development Board / MATC	Dept of Workforce Development	TOTAL ALL FUNDING SOURCES
Funding					
Use of General Fund Balance - West Square Remodel	411,800				411,800
Implement Energy Saving Measures (\$225,000 in the budget)	35,000				35,000
Reimbursement from Renters		*	35,390	38,476	73,866
* Premium for USDA specific remodel (Alt 1) built into rent over the next 10 years					
TOTALS	446,800		35,390	38,476	520,666
Expense					
Base Bid (Includes \$35,000 for digital controls)	354,979	8,183	20,524	29,561	413,250
Alternate 1 - USDA		30,870			30,870
Operating supplies (furniture, phones, card access parts)	15,850	1,000	11,000	3,500	31,350
Remaining A&E fees	11,172	4,716	3,866	5,412	25,196
TOTALS	382,001	44,799	35,390	38,476	500,666

Information System Note: No Information systems impact.

**Sauk County
2013 West Square Building Remodel
Bid Date: December 5, 2012
Project #01006001**

[illegible]