

**SAUK COUNTY BOARD OF SUPERVISORS  
MEETING NOTICE/AGENDA**

**COMMITTEE:** SAUK COUNTY BOARD OF SUPERVISORS  
**DATE:** TUESDAY, JULY 16, 2019  
**TIME:** 6:00 PM  
**PLACE:** ROOM 326, WEST SQUARE BUILDING, 505 BROADWAY, BARABOO, WI

**REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS**

- 1) Call to Order and Certify Compliance with Open Meeting Law.
- 2) Roll Call.
- 3) Invocation and Pledge of Allegiance.
- 4) Adopt Agenda.
- 5) Adopt Minutes of June 18, 2019 County Board of Supervisors Regular Meeting and June 25, 2019 Special Meeting.
- 6) General Consent Agenda Items.

**HIGHWAY COMMITTEE:**

Resolution 73-2019 Commending Ellen Hosig For More Than 55 Years Of Faithful Service To The People Of Sauk County. (Page 4)

**HUMAN SERVICES BOARD:**

Resolution 74-2019 Commending Diane Shaw For Over 37 Years Of Service To The People Of Sauk County. (Page 5)

- 7) Scheduled Appearances.
  - a. Constance Nankee and Larry Barton, re: Presentation from Strang on the Sauk County Space Needs Study.
  - b. Amanda Coorough, Human Development & Relationships Educator, UW Extension, re: Human Development & Relationship Program.
- 8) Public Comment – 3 minute limit: Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Chair.
- 9) Communications.
  - a. 06/07/2019 Letter from Wisconsin Historical Society, re: 100 Myrtle St., Reedsburg, Sauk County. (Page 6)
- 10) Appointments.
- 11) Bills.
- 12) Claims.
- 13) Elections.
- 14) Proclamations.
- 15) Reports – informational, no action required.
  - a. Rebecca C. Evert, Sauk County Clerk– Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): None.

- b. Ian Crammond, Facilities Manager and Phil Raab, Communications Engineer
  - Update on contract extension with Bug Tussel Wireless on future with the County Tower and Fiber Network. *(Chair requests the report to coincide with Resolution 77-2019).*
  - Report question and answer period. (Not to exceed 10 minutes)
- c. Peter Vedro, County Board Chair
  - Review of midterm assessment meeting held at UW – Baraboo/Sauk County Campus;
  - Discussion of WCA Donaton of \$500.00;
  - Report question and answer period. (Not to exceed 10 minutes)
- d. Alene Kleczek Bolin, Administrative Coordinator
  - Budget update;
  - Update on bond refunding;
  - Report question and answer period. (Not to exceed 10 minutes)

16) Unfinished Business.

17) New Business.

**EXECUTIVE & LEGISLATIVE COMMITTEE:**

Ordinance 9-2019 Amending Sauk Co. Code, Chapter 1, Supervisory District Plan, Changing Supervisory District Boundaries Resulting From City Of Reedsburg Annexation. (Pages 7-16)

Resolution 75-2019 Approving Contract With Granicus or Closed Captioning Committee And County Board Meeting. (Pages 17-20)

Reimbursement for legal fees – Ethics Complaint from Jean Berlin and William Wenzel. *(Attached to Granicus)*

**HIGHWAY COMMITTEE:**

Ordinance 10-2019 Repealing And Recreating Chapter 6 Of The Sauk County Code Of Ordinances Pertaining To Highways, Airports, Bridges, Ditches, Fences, And Amending Chapter 20 To Reflect The Changes. (Pages 21-26)

**LAND RESOURCES & ENVIRONMENT COMMITTEE:**

Resolution 76-2019 Supporting the Establishment Of The Bear Creek Agricultural Enterprise Area In The Town Of Bear Creek. (Pages 27-41)

**PROPERTY COMMITTEE:**

Resolution 77-2019 Authorize To Amend The Current Tower Space Lease Agreement With Bug Tussle Wireless. (Pages 42-62)

Resolution 78-2019 Authorization To Contract With Johnson Controls To Complete Emergency Repair To The Chiller Unit #1 At The West Square Administration Building. (Pages 63-64)

Supervisors McCumber and Lohr: Resolution 79-2019 Adopting An Interim Sauk County Non-Profit Agency Funding Program. (Pages 65-71)

18) Referrals.

19) New Agenda items (no discussion). Submit in writing or by e-mail new business items to the Administrative Coordinator as soon as possible for Rule III.A. referral.

20) Adjournment.

Respectfully,



Peter J. Vedro  
County Board Chair

County Board Members, County staff & the public – Provide the County Clerk a copy of:

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

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 meetings 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 AM and 4:30 PM, Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.

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

Agenda mail date via United States Postal Service: July 11, 2019.

Agenda Preparation: Peter Vedro, County Board Chair.

s:/admin/Co Bd Agendas/2019/ctybdagendaJuly2019

RESOLUTION 73 - 19

**Commending Ellen Hosig for More Than 55 Years of Faithful Service  
To The People of Sauk County**

**Background:** It is the custom of the Sauk County of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Ellen faithfully served the people of Sauk County as a Mechanic, Parts Person and Shop Supervisor at the Highway Department for over 55 years. Ellen maintained professional and ethical integrity while serving the County. Ellen was an essential team member to the Highway Department and all of Sauk County.

**Fiscal Impact:** ( X ) None ( ) Budgeted Expenditure ( ) Non Budgeted


**NOW, THEREFORE BE IT RESOLVED**, that the Sauk County Board of Supervisors, hereby expresses its appreciation and commends Ellen Hosig for fifty-five 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 Ellen Hosig an appropriate symbol of our appreciation for service to the people of Sauk County.

For Consideration by the Sauk County Board of Supervisors on July 16, 2019.


Respectfully submitted:

**Sauk County Highway and Parks Committee**

  
DAVID A. RIEK, CHAIR

\_\_\_\_\_  
BRIAN L. PEPER

  
TOMMY LEE BYCHINSKI

  
\_\_\_\_\_  
KEVIN LINS

  
JEAN BERLIN

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

RESOLUTION NO. 74 - 2019

COMMENDING DIANE SHAW FOR OVER 37 YEARS OF SERVICE  
TO THE PEOPLE OF SAUK COUNTY

**Background:** It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Diane faithfully served the people of Sauk County as a Data Systems Paraprofessional. As a Data Systems Paraprofessional in the Department throughout her career, she served others for over 37 years of devotion to her chosen profession. Diane provided exceptional service which contributed greatly to the success of the Department. Diane participated in the initiation of the electronic records in the Department of Human Services which contributed greatly to the enhancement of services.

Fiscal Impact: ☒ None   ☐ Budgeted Expenditure   ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Board of Supervisors expresses its sincere appreciation and admiration for Diane Shaw's 37 faithful years of service to the people of Sauk County; and,

BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed on behalf of the Sauk County Board of Supervisors to present Diane Shaw with an appropriate certificate and commendation to express our highest esteem for her extraordinary contributions to our community.

For consideration by the Sauk County Board of Supervisors on July 16, 2019.

Respectfully submitted,

SAUK COUNTY HUMAN SERVICES BOARD

  
PATRICIA REGO, CHAIRPERSON

  
JOHN A. MILLER

  
GLEN T. JOHNSON

  
BRANDON LOHR

  
VALERIE MCAULIFFE

  
TIM MCCUMBER

  
BEVERLY VERSTEIN

  
JAMES BOWERS

  
JULIE FLEMING

Fiscal Note: No fiscal impact.

MIS Note: No information systems impact. *KPB*



NOTICE OF ENTRY IN THE NATIONAL REGISTER  
AND/OR STATE REGISTER OF HISTORIC PLACES

*Name of property:* Freda Meyers Nishan Memorial Chapel

*Location:* 100 Myrtle Street, Reedsburg, Sauk County

*Date of Entry:* June 7, 2019

*Designation:* ☒ State Register of Historic Places  
☒ National Register of Historic Places

RECEIVED

JUN 17 2019

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

The property listed above has been entered in the National Register of Historic Places by the Secretary of the Interior, and listed in the State Register of Historic Places by the State Historic Preservation Office.

Accordingly, this property is entitled to the benefits and protections of the National Historic Preservation Act of 1966, as amended and under Chapter 44, Wisconsin Statutes. It will receive limited protection from encroachment by federal or state assisted or licensed projects or state facilities development projects, and may be eligible to apply for matching grants for research, restoration, acquisition, or stabilization. Certain tax incentives are available to depreciable properties listed in the State Register or National Register.

The State Register and National Register programs are administered by the State Historic Preservation Office of the Wisconsin Historical Society, Daina Penkiunas, State Historic Preservation Officer. Questions about the State Register and National Register programs in Wisconsin should be addressed to:

State Historic Preservation Office  
Wisconsin Historical Society  
816 State Street  
Madison, WI 53706  
Telephone: 608-264-6501

Collecting, Preserving and Sharing Stories Since 1846

816 State Street Madison, Wisconsin 53706

[wisconsinhistory.org](http://wisconsinhistory.org)

ORDINANCE NO. 9 - 2019

AMENDING SAUK CO. CODE, CHAPTER 1, SUPERVISORY DISTRICT PLAN,  
CHANGING SUPERVISORY DISTRICT BOUNDARIES RESULTING FROM CITY OF  
REEDSBURG ANNEXATION.

**Background:** The City of Reedsburg, by Ordinance No. 1885-19, annexed territory consisting of six parcels located in the Township of Reedsburg, and in County Supervisory District 6, to the City of Reedsburg in County Supervisory District 10. The territory is contiguous to the City, and has a population of two.

The County Board is authorized by Wis. Stat. 59.10(3)(c) to amend its supervisory district plan to reflect an annexation that alters district boundary lines occurring after passage of the 10-year county redistricting plan in order to administer elections. Law allows said boundary changes if the total number of supervisory districts is left unchanged. These boundary changes do not change the number of supervisory districts. The Supervisory District boundaries should be amended to reflect the annexation. A certified copy of the City of Reedsburg Ordinance has been filed with the Sauk County Clerk, and is attached with maps showing both the current and proposed supervisory district plans. (See Attachment A)

Fiscal Impact: ☒ None   ☐ Budgeted Expenditure   ☐ Not Budgeted

The County Board of Supervisors of the County of Sauk does ordain as follows:

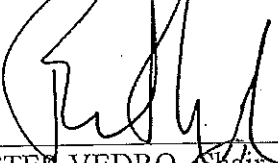
**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors, met in regular session, that the above-described duly annexed territory, now within the City of Reedsburg, is hereby included in Supervisory District 10, thereby changing the boundary line between Supervisory Districts 10 and 6; and,

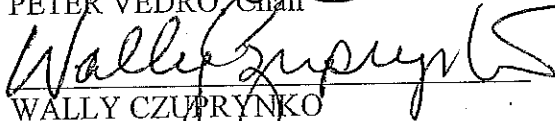
**BE IT FURTHER ORDAINED**, that the Sauk County Board Chairperson is hereby directed to forward all notices required under Wis. Stat. Ch. 59, Wisconsin Statutes, to the Secretary of State for the purpose of advising that office of said boundary change.

For consideration by the Sauk County Board of Supervisors on July 16, 2019.

Respectfully submitted,

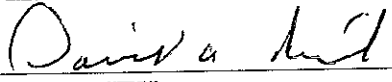
EXECUTIVE & LEGISLATIVE COMMITTEE

  
PETER VEDRO, Chair

  
WALLY CZUPRYNSKI

  
THOMAS KRIEGL

  
WILLIAM HAMBRECHT

  
DAVID RIEK

Fiscal Note: No fiscal impact. *KPB*  
MIS Note: No information systems impact.

Annexation – Sammons Property

Name and Return Address:

City of Reedsburg  
Attn: City Clerk  
134 S. Locust St.  
Reedsburg, WI 53959

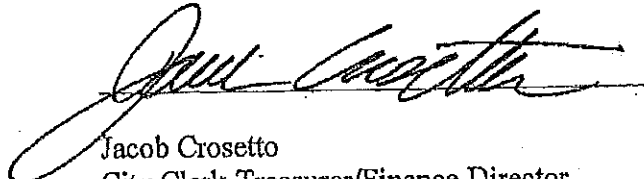
030-0378-4, 030-0378-3, 030-0378, 030-0381, 030-0380, & 030-0378-2  
Parcel Identification Number (PIN)

14202  
MBR Number

I, Jacob Crosetto, City Clerk of the City of Reedsburg, County of Sauk, State of Wisconsin, DO HEREBY CERTIFY that the territory described in the attached ordinance was detached from the Town of Reedsburg, County of Sauk, State of Wisconsin, and was annexed by ordinance to the City of Reedsburg, pursuant to Section 66.0217 of the Wisconsin Statutes, by Ordinance 1885-19 adopted by the Common Council at the regular meeting held on April 22, 2019.

I further certify that the population of said territory is two (2) and the attached ordinance is a true and complete copy of the annexation and zoning as adopted.

Dated this 23<sup>rd</sup> day of April, 2019.



Jacob Crosetto  
City Clerk-Treasurer/Finance Director



**ORDINANCE NO. 1885-19**

(Annexation – Parcel #s 030-0378-4, 030-0378-3, 030-0378, 030-0381, 030-0380, 030-0378-2)

WHEREAS, A Petition for Direct Annexation by Unanimous Approval (the "Petition") pursuant to the provisions of Wis. Stat. sec. 66.0217(2) was filed with the City of Reedsburg on March 4, 2019; and,

WHEREAS, the Petition complies with the requirements of Wis. Stat. sec. 66.0217(5) with respect to information contained therein; and,

WHEREAS, the Wisconsin Department of Administration has reviewed the information in the petition pertaining to the proposed annexation pursuant to Wis. Stat. sec. 66.0217(6) and has determined that the proposed annexation is in the public interest; and,

WHEREAS, the City of Reedsburg Planning Commission has reviewed and recommended acceptance of the Petition; and,

WHEREAS, the Common Council finds the proposed annexation is in the best interests of the City, will promote the economic prosperity of the City and is consistent with the City's planning and growth objectives;

NOW THEREFORE, the Common Council of the City of Reedsburg, Sauk County, Wisconsin, does hereby ordain as follows:

**SECTION I: ANNEXATION AND DESCRIPTION OF ANNEXED TERRITORY:**

The Petition is hereby accepted, and the territory described and depicted therein is hereto and incorporated herein, is hereby annexed to the City of Reedsburg. The MBR number is 14202.

**SECTION II: MAP:**

The map attached to the Petition reasonably shows the boundaries of the annexed territory and the relation of the annexed territory to the affected municipalities.

**SECTION III: POPULATION:**

The population of the territory annexed is two (2).

**SECTION IV: FILING:**

The City Clerk shall record a copy of this ordinance with the Sauk County Register of Deeds and send a certified copy of this ordinance to the Department of Administration, any company that provides utility service to the annexed property, and the School District of Reedsburg.

**SECTION V: WARD:**

The annexed territory is hereby added to the City of Reedsburg Ward 10, Aldermanic District 4. The City of Reedsburg petitions the Sauk County Board of Supervisors that the annexed territory be moved from Supervisor District 6 to Supervisor District 10.

SECTION VI: VALIDITY

Should any section, clause or provision of the Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION VII: CONFLICTING PROVISIONS REPEALED:

All ordinances in conflict with any provision of this Ordinance are hereby repealed.

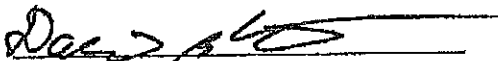
SECTION VIII: EFFECTIVE DATE:

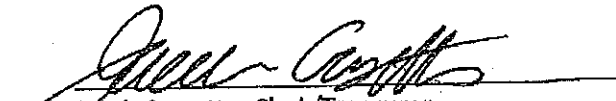
This ordinance shall be in force from and after its introduction and publication as provided by statute.

SECTION IX: PART OF CODE:

This Ordinance becomes part of the zoning map of the City of Reedsburg.

Dated this 22<sup>nd</sup> day of April, 2019.

  
David G. Estes, Mayor

  
Jacob Crosetto, Clerk/Treasurer

1<sup>st</sup> Reading at Council:  
Public Hearing Noticed:  
2<sup>nd</sup> Reading at Council/Public Hearing:  
Published, Enactment Date:

April 8, 2019  
April 18, 2019  
April 22, 2019  
May 2, 2019

## Annexation

## Ward & Voter Information

The information below is to be completed by the annexing municipality and sent to the Wisconsin Elections Commission with a copy of the signed ordinance authorizing the annexation.

Effective Date May 2, 2019

County Sauk

Municipality Annexed From Town of Reedsburg Municipality Annexed To City of Reedsburg

Clerk of Gaining Municipality or other Contact Person Jacob Crosetto

New Ward Created? Yes ☐ No ☒\* Ward # 10

*\*Annexed territory may be added to an existing ward only if the territory is comprised of the same Congressional, Assembly and County Supervisory district boundaries and contiguous to that ward, unless it is an island territory as defined in Wis. Stat. § 5.15(2)(f)3. If any of these districts are different and/or the annexed territory is not contiguous to the existing ward, a new ward must be created.*

Annexed Territory Comprised of:

Congressional District Number 2

State Senate District Number 17

Assembly District Number 50

Court of Appeals District Number 4

Multi-Jurisdictional Judge. \_\_\_\_\_

County Supervisory District 10Aldermanic District 4School District (Code) Area III

Sanitary District \_\_\_\_\_

Technical College \_\_\_\_\_

### Impacted Voter Information

[illegible]



TONY EVERS

GOVERNOR

JOEL BRENNAN

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: [wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)

Web: <http://doa.wi.gov/municipalboundaryreview>

April 11, 2019

PETITION FILE NO. 14202

JACOB CROSETTO, CLERK  
CITY OF REEDSBURG  
134 S LOCUST ST  
REEDSBURG, WI 53959-1934

REBECCA MEYER, CLERK  
TOWN OF REEDSBURG  
S3886 GROTE HILL RD  
REEDSBURG, WI 53959

Subject: SAMMONS ANNEXATION

The proposed annexation submitted to our office on March 22, 2019, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city..." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the CITY OF REEDSBURG, which is able to provide needed municipal services.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. Please include your MBR number 14202 with your ordinance. Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to [mds@wi.gov](mailto:mds@wi.gov) or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2276>

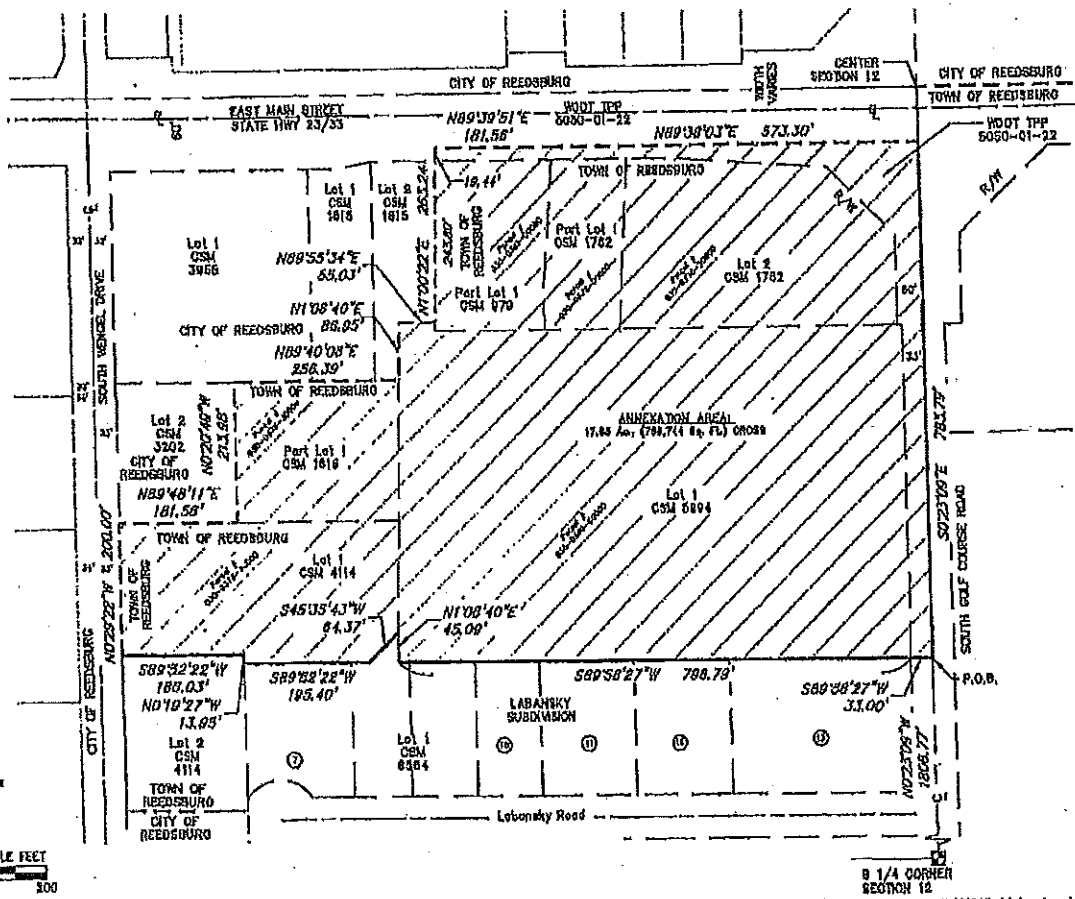
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.


Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 12, T12N, R4E



 <b>vierbicher</b> planners   engineers   architects		PHONE (800) 261-3878	
1551 N.W. 18000th St.		1 OF 1	
REVISIONS		SCALE 1"=200'	
CHECKED MCHN		SHEET	
DRAWN JPL		1 OF 1	
FILE		1 OF 1	
DATE		02/28/2015	

### ANNEXATION DESCRIPTION

City of Reedsburg, Wisconsin

The land mapped for annexation into the City of Reedsburg is part of the Northeast Quarter of the Southwest Quarter of Section 12, T12N, R4E of Sauk County, Wisconsin.

Commencing at the South Quarter Corner of Section 12; Thence, N0°23'09"W, 1806.77 feet along the East Line of the Southwest Quarter of said Section 12 to the easterly extension of the south line of Sauk County Certified Survey Map 5994 and the easterly extension of the north line of Labansky Subdivision and the Point of Beginning (P.O.B.):

Thence, S89°58'27"W, 33.00 feet along the easterly extension of the North Line of Labansky Subdivision and the easterly extension of the South Line of Sauk County Certified Survey Map 5994 to the southeast corner of Lot 1;

Thence, S89°58'27"W, 796.79 feet along the North Line of Labansky Subdivision and the South Line of Sauk County Certified Survey Map 5994 to the Southwest Corner thereof;

Thence, N1°06'40"E, 45.09 feet along the West Line of Lot 1, Sauk County Certified Survey Map 5994 and the North Line of Lot 1, Sauk County Certified Survey Map 6564;

Thence, S45°35'43"W, 64.37 feet along the Southeast Line of Lot 1, Sauk County Certified Survey Map 4114 and the North Line of Lot 1, Sauk County Certified Survey Map 6564;

Thence, S89°52'22"W, 195.40 feet along the North Line of Labansky Subdivision and the South Line of Lot 1, Sauk County Certified Survey Map 4114;

Thence, N0°19'27"W, 13.95 feet along the East Line of Lot 2, Sauk County Certified Survey Map 4114;

Thence, S89°52'22"W, 186.03 feet along the South Line of Lot 1, Sauk County Certified Survey Map 4114 to the East Right-of-Way Line of South Wengel Drive;

Thence, N0°29'22"W, 200.00 feet along said East Right-of-Way Line to the Northwest Corner of said Lot 1, CSM 4114;

Thence, N89°48'11"E, 181.56 feet along the North Line of said Lot 1, CSM 4114;

Thence, N0°20'49"W, 213.98 feet along the East Line of Lot 2, Sauk County Certified Survey Map 3202;

Thence, N89°40'08"E, 256.39 feet along the North Line of Lot 1, Sauk County Certified Survey Map 1616;

Thence, N1°06'40"E, 86.95 feet along the West Line of Lot 1, Sauk County Certified Survey Map 5994 to the Northwest Corner thereof;

Thence, N89°55'34"E, 55.03 feet along the North Line of said Lot 1, CSM 5994;

Thence, N1°00'22"E, 263.24 feet along the East Line of Lot 2, Sauk County Certified Survey Map 1616 and the west line of Lot 1, CSM 979, to the northwest corner thereof;

Thence, N89°39'51"E, 181.56 feet along the south right-of-way line of SH "23& 33" as described in annexation ordinance No. 1078, recorded as Document No. 468991, Reel 426, Image 155 in the office of the Sauk County Register of Deeds, and the north line of Lot 1, CSM 979 to the northeast corner thereof and the northwest corner of Lot 1, CSM 1762,

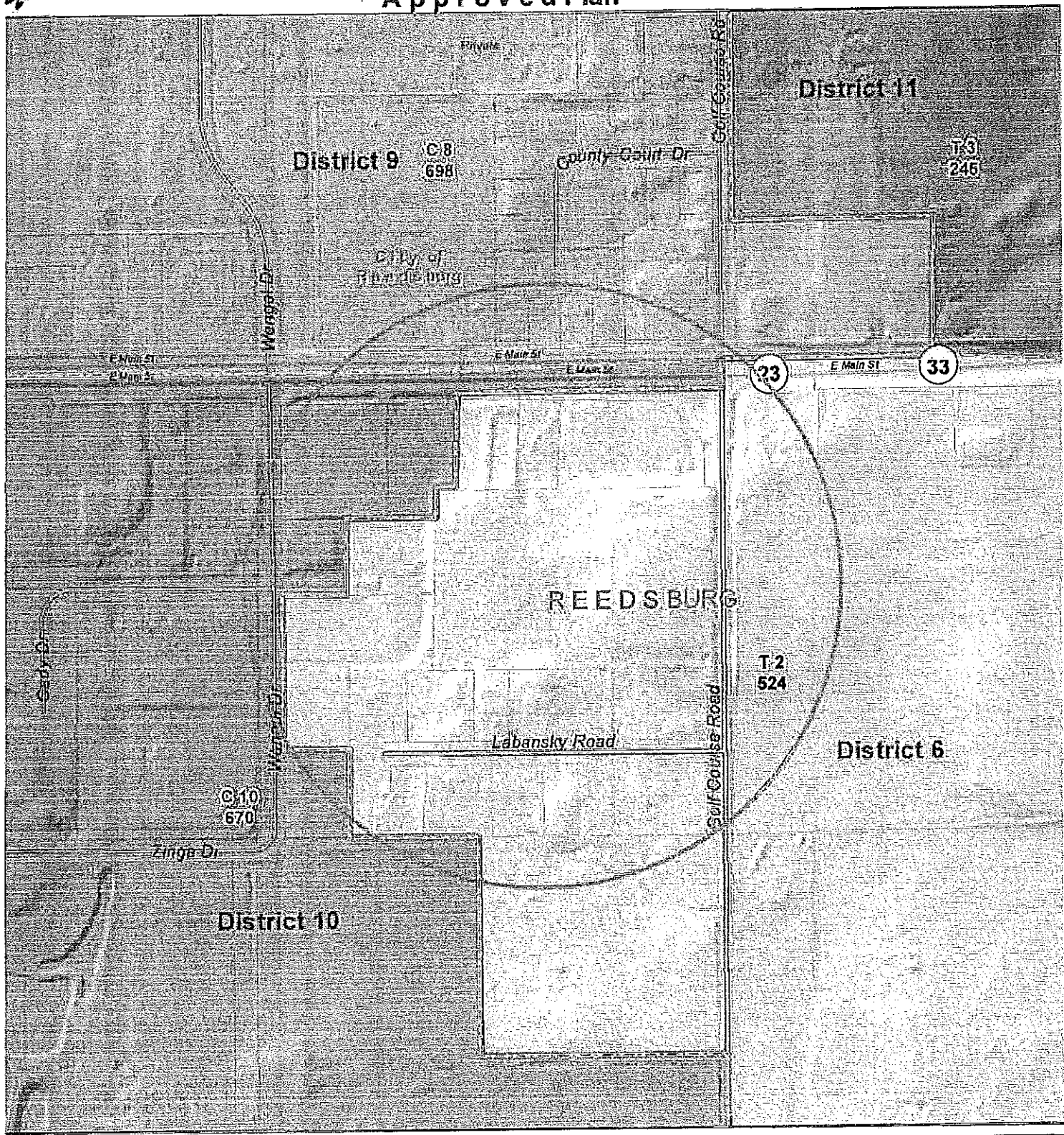
Thence, N89°38'03"E, 573.30 feet continuing along said south right-of-way line of SH "23& 33" as described in Annexation Ordinance No. 1078, to the east line of the Northeast Quarter of the Southwest Quarter of Section 12, T12N, R4E;

Thence, S0°23'09"E, 783.79 feet along the east line of the Northeast Quarter of the Southwest Quarter of Section 12, T12N, R4E returning to the Point of Beginning of this description.

Said lands contain 17.65 Ac., (768,744 Sq. Ft.).

# SAUK COUNTY LAND INFORMATION & GIS Department

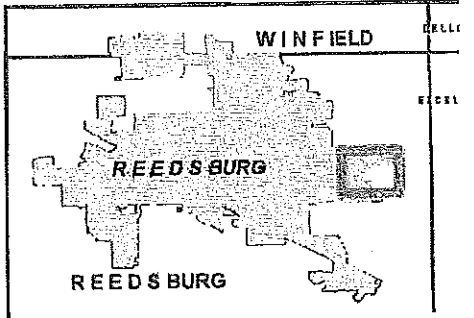
## Approved Plan



Legend

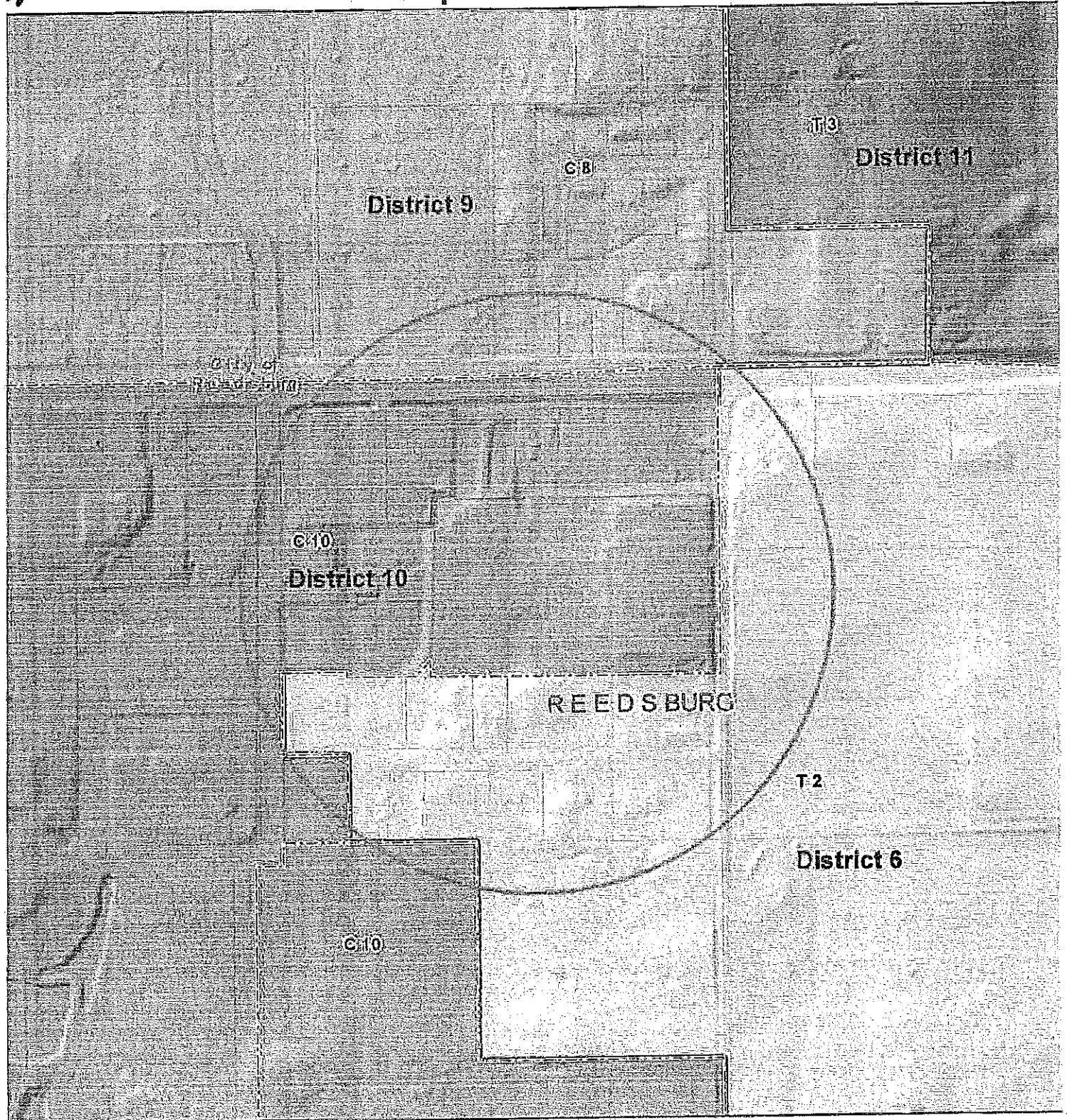
Supervisor Location Type	Supervisors - 2010 District Name	Supervisory District 14	Supervisory District 20	Supervisory District 27
Alkerson	Supervisory District 1	Supervisory District 15	Supervisory District 21	Supervisory District 28
Supervisor	Supervisory District 10	Supervisory District 16	Supervisory District 22	Supervisory District 29
Police Placer	Supervisory District 11	Supervisory District 17	Supervisory District 23	Supervisory District 30
Tax Parcel	Supervisory District 12	Supervisory District 18	Supervisory District 24	Supervisory District 31
Municipal Boundaries	Supervisory District 13	Supervisory District 19	Supervisory District 25	Supervisory District 4
Wards		Supervisory District 2	Supervisory District 26	

0 0.01 0.02 0.04 0.06 0.08 Miles





# SAUK COUNTY Land Information Systems Department Proposed Plan



0 0.02 0.04 0.06 0.08 Miles

## Legend

### Supervisor Location

- Alderperson
- Supervisor
- Polling Place
- Municipal Boundaries
- Wards Proposed

### Supervisors Proposed District Name

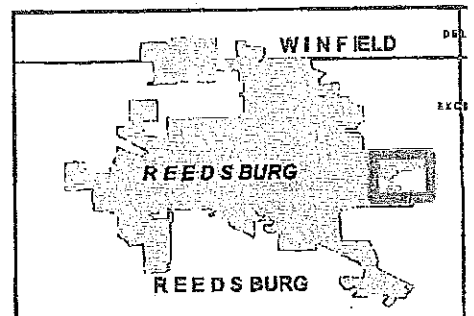
- Supervisory District 1
- Supervisory District 10
- Supervisory District 11
- Supervisory District 12
- Supervisory District 13

- Supervisory District 14
- Supervisory District 15
- Supervisory District 16
- Supervisory District 17
- Supervisory District 18
- Supervisory District 19
- Supervisory District 2

- Supervisory District 20
- Supervisory District 21
- Supervisory District 22
- Supervisory District 23
- Supervisory District 24
- Supervisory District 25
- Supervisory District 26

- Supervisory District 27
- Supervisory District 28
- Supervisory District 29
- Supervisory District 3
- Supervisory District 30
- Supervisory District 31
- Supervisory District 4

- Supervisory District 5
- Supervisory District 6
- Supervisory District 7
- Supervisory District 8
- Supervisory District 9





RESOLUTION NO. 15 -2019

APPROVING CONTRACT WITH GRANICUS FOR CLOSED  
CAPTIONING OF COMMITTEE AND COUNTY BOARD  
MEETINGS.

*Background: Sauk County utilizes the Granicus cloud platform to record meetings and provide public access to the resulting videos. In order to comply with Federal Americans with Disabilities Act requirements, these videos are to be closed-captioned.*

*At the request of the Executive and Legislative Committee, the MIS Department researched options for closed-captioning services. While there are numerous options available to Sauk County, most require user intervention to download and transfer the video to the captioning service and then retrieve and upload it to the Granicus platform, once captioned. The exception to this is the Granicus service, which provides a seamless process whereby the videos will be closed-captioned within 24 hours of being recorded by the system. To ensure the timely posting of properly closed-captioned videos, minimal user intervention is key. For this reason, the Granicus captioning service seems to be the best option.*

*The cost for the Granicus service is \$130 per meeting-hour, paid in advance and based upon Sauk County's historical annual meeting hours for meetings recorded by the system. The annual cost is paid in advance, split 50% at contract initiation, with 50% due in January of 2020. The County will only pay for the actual hours used during the contract term. Credit for any remaining hours will be applied to the subsequent contract term.*

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County enter into a one year contract with Granicus for their Recurring Captioning Services, at an annual cost of \$36,400, based upon 280 hours of meetings at \$130 per meeting hour; and,

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

For consideration by the Sauk County Board of Supervisors on July 16, 2019.

EXECUTIVE AND LEGISLATIVE COMMITTEE

\_\_\_\_\_  
Peter Vedro, Chair

\_\_\_\_\_  
David Reik

\_\_\_\_\_  
William Hambrecht, Vice Chair

\_\_\_\_\_  
Wally Czuprynko

\_\_\_\_\_  
Thomas Kriegl

**Fiscal Note:** Funds to be provided by the 2019 and 2020 MIS Budgets with \$18,200 to be paid at the start of the contract period and \$18,200 paid in January of 2020.

**MIS Note:** This system will support ADA compliance for meeting videos posted to the County's website

## Granicus Proposal for Sauk County WI

### Granicus Contact

**Name:** David Ropiak

**Phone:** 631-389-3693

**Email:** david.ropiak@granicus.com

### Proposal Details

**Quote Number:** Q-65790

**Prepared On:** 6/4/2019

**Valid Through:** 10/4/2019

### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency:** USD

**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

### Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Recurring Captioning Services	Annual	280 Hours	\$36,400.00
SUBTOTAL:			\$36,400.00

**Product Descriptions**

Name	Description
<b>Recurring Captioning Services</b>	<p data-bbox="406 399 649 430">Live closed captioning.</p> <ul style="list-style-type: none"><li data-bbox="406 472 893 504">• All Meetings will incur one hour minimum.</li><li data-bbox="406 504 1055 535">• Cancellations within 24 hrs. will be charged 1 hour minimum.</li><li data-bbox="406 535 1458 598">• Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum.</li><li data-bbox="406 598 1218 630">• Real Time Captions are provided at an 98% accuracy readability rating</li><li data-bbox="406 630 1458 705">• Recurring Caption hours not used in the period of performance will not carry over to the following year.</li></ul>

**Terms and Conditions**

- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Sauk County WI to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-65790 dated 6/4/2019 are incorporated into this Purchase Order by reference.

**Agreement and Acceptance**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

**Billing Information**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**Sauk County WI**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ORDINANCE NO. 10 - 2019

**REPEALING AND RECREATING CHAPTER 6 OF THE SAUK COUNTY CODE OF ORDINANCES PERTAINING TO HIGHWAYS, AIRPORTS, BRIDGES, DITCHES, FENCES, AND AMENDING CHAPTER 20 TO REFLECT THE CHANGES**

*Background: In order to improve organization and usability, the Sauk County Code of Ordinances will be condensed over time to ten chapters with defined subject matters including Chapter 6, which will be redesigned to contain provisions regarding Highways, Airports, Bridges, Ditches, and Fences. This ordinance moves existing provisions from chapters 14 and 17 to the redesigned Chapter 6. Further, it is necessary to amend Sauk Co. Code, Chapter 20, Uniform Citation Code, to reflect changes made to Chapter 6 of the Sauk Co. Code.*

*The proposed Chapter 6 includes the addition of Subch. V, Certain Horseshoes Prohibited on Highways, which provides for seasonal restrictions of the use of certain horseshoes on highways in order to mitigate damage to roadway surfaces. The proposed Chapter 6 Subch. II, Highway Commissioner Terms, has also been updated to include an indefinite term if re-elected after the initial 2 year term.*

*This implementing ordinance repeals existing Chapters 6, 14, and 17 of the Sauk County Code of Ordinances, and recreates Chapter 6. A copy of the proposed, recreated Chapter 6 is attached as Appendix A. A copy of the proposed amendments to Chapter 20 is attached as Appendix B.*

Fiscal Impact: ☒ None    ☐ Budgeted Expenditure    ☐ Not Budgeted

The County Board of Supervisors of the County of Sauk, Wisconsin, ordains as follows:

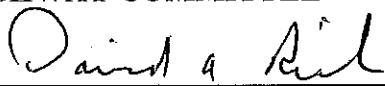
**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors, met in regular session, that Sauk Co. Code ch. 6 is hereby repealed and recreated to read as provided on the attached Appendix A to be effective on July 16, 2019; and

**BE IT FURTHER ORDAINED**, that Sauk Co. Code ch. 20 is amended to read as provided on the attached Appendix B to be effective on July 16, 2019.

For consideration by the Sauk County Board of Supervisors on July 16, 2019.


Respectfully submitted:

**HIGHWAY COMMITTEE**

  
DAVID RIEK, CHAIR

BRIAN PEPPER

  
JEAN BERLIN

  
KEVIN LINS

  
TOMMY LEE BYCHINSKI

FISCAL NOTE: No fiscal impact.

MIS NOTE: No impact.

## CHAPTER 6

## HIGHWAYS, AIRPORTS, BRIDGES, DITCHES, FENCES

## SUBCHAPTER I

## HIGHWAY DEPARTMENT PURCHASING

- 6.001 Authority for creation.
- 6.002 Advertisement for bids.
- 6.003 Approval by the Sauk County Board of Supervisors.
- 6.004 Rejection of bids.
- 6.005 Persons notified for bids.

## SUBCHAPTER II

## HIGHWAY COMMISSIONER TERMS

- 6.006 Highway Commissioner.

## SUBCHAPTER III

## TRAFFIC RULES AND REGULATIONS

- 6.007 Authority.
- 6.008 Definitions.
- 6.009 Provisions of state law adopted by reference.

- 6.010 Disturbance of the peace with a motor vehicle.
- 6.011 Parking in certain areas prohibited.
- 6.012 Penalties.
- 6.013 Enforcement.
- 6.014 Repeal of conflicting ordinances.

## SUBCHAPTER IV

## FISHING ON COUNTY TRUNK T

- 6.015 Unlawful to fish.
- 6.016 Penalties.

## SUBCHAPTER V

CERTAIN HORSESHOES PROHIBITED ON  
HIGHWAYS

- 6.017 Use of certain horseshoes prohibited.
- 6.018 Special permits.
- 6.019 Enforcement and penalties.

## SUBCHAPTER I

## HIGHWAY DEPARTMENT PURCHASING

**6.001 Authority for creation.** Pursuant to Wis. Stat. § 83.015, this subchapter is for the purpose of regulating the procedure and methods used by the Sauk County Highway Committee in the purchase of road machinery, equipment, materials and supplies.

**6.002 Advertisement for bids.** Whenever the Sauk County Highway Committee shall contemplate the purchase of any road machinery or equipment, where the estimated cost of such machinery or equipment shall exceed \$30,000.00, the purchase of such machinery or equipment shall be made by first advertising for sealed bids on the same, at least twice in the official county newspaper and if deemed necessary by the Sauk County Highway Committee, in whatever other publication the committee feels the interest of the county may demand. The Sauk County Highway Committee, after receiving such bids, shall award the purchasing contract to the lowest responsible bidder, provided always that the Sauk County Highway Committee may refuse to purchase any item regardless of whether or not it constitutes the lowest bid when they have reason to believe such

item is not suitable for the use for which it is intended.

**6.003 Approval by the Sauk County Board of Supervisors.** No road machinery or equipment shall be purchased by the Sauk County Highway Committee the cost of which shall exceed \$30,000.00 without the concurrence and permission of the Sauk County Board of Supervisors. (1) Whenever such purchase in excess of \$30,000.00 is contemplated, the Sauk County Highway Committee shall follow the procedure set forth in s. 6.002, but before awarding the contract for purchase, shall submit the same together with their recommendation to the Sauk County Board of Supervisors to be approved or disapproved by the board.

(2) The date for the receipt and opening of bids shall be so controlled by the Sauk County Highway Committee, that it will be set at such date as will be convenient to the next scheduled meeting of the Sauk County Board of Supervisors.

**6.004 Rejection of bids.** Whenever the Sauk County Highway Committee shall advertise for bids pursuant to this ordinance, the Committee, in their advertisement for bids, shall expressly reserve the right to reject any or all bids. In the

event the estimated cost of such purchase shall exceed \$30,000.00 there shall be added *"the acceptance of all bids are subject to the approval of the majority of the County Board of Supervisors for Sauk County."*

**6.005 Persons notified for bids.** Whenever any purchase of road machinery or equipment is to be made by the Sauk County Highway Committee, the estimated cost of which will exceed \$30,000.00, the Sauk County Highway Committee shall give written notice of the date of opening of bids, and the date of the meeting of the Sauk County Highway Committee to consider such bids, to the Chair of the Sauk County Board of Supervisors and Chair of the Finance Committee of the Sauk County Board of Supervisors in order that they may attend such meetings.

## SUBCHAPTER II

### HIGHWAY COMMISSIONER TERMS

**6.006 Highway commissioner.** In the event of a vacancy in the position of Highway Commissioner, the Sauk County Highway Committee and Administrative Coordinator shall present to the County Board the name of one (1) person they certify as qualified for the position of Highway Commissioner for Sauk County. Such person shall be recruited and screened by the Sauk County Highway Committee and Administrative Coordinator, acting jointly, in accordance with the general hiring procedures established under the County's Personnel Ordinance. If confirmed by majority vote of the County Board, the person so selected shall serve until the first Monday in January of the second year succeeding the year of the election; and if re-elected, shall serve an indefinite term as Highway Commissioner for Sauk County, commencing on the first day of the month following said election. The Highway Commissioner may be removed by the County Board in accordance with Wis. Stats. § 17.10(2). The County Board may, in its discretion, approve an employment agreement for the Highway Commissioner in accordance with § 13.03 Sauk County Code.

## SUBCHAPTER III

### TRAFFIC RULES AND REGULATIONS

**6.007 Authority.** This chapter is created and adopted pursuant to the authority contained in Wis. Stat. §§ 349.06 and 350.18.

**6.008 Definitions.** Unless a different meaning is expressly provided, the words and phrases defined in Wis. Stat. § 340.01 are hereby adopted and incorporated within this ordinance as if fully defined herein.

**6.009 Provisions of State Law Adopted by Reference.** Pursuant to Wis. Stat. § 349.06, all traffic regulations contained in Wis. Stat. chs. 341 through 348, Wis. Stat. ch. 350, and Wis. Admin. Code § Trans. 305 are herein adopted and incorporated by reference, including any existing and future amendments thereto and including all future and existing rules of the Wisconsin Department of Transportation. Any act required to be performed or prohibited by a statute incorporated herein by reference is required or prohibited by this ordinance.

**6.010 Disturbance of the Peace with a Motor Vehicle.** No operator of any motor vehicle, including motorcycles, all-terrain vehicles and motor bicycles, shall cause, by excessive and unnecessary acceleration, the tires of such motor vehicle to spin and emit loud noises or to unnecessarily throw stones or gravel; nor shall such operator cause to be made by excessive and unnecessary acceleration of an engine any loud noise as would disturb the public peace.

**6.011 Parking in Certain Areas Prohibited.**  
(1) No person shall leave or park any motor vehicle, whether temporarily or otherwise, upon any highway within Sauk County in violation of Wis. Stat. §§ 346.51 through 346.55 except as provided in Wis. Stat. § 346.50.

(2) No person shall leave or park any motor vehicle, whether temporarily or otherwise, upon any highway within Sauk County in violation of Wis. Stat. § 346.505 except as provided in Wis. Stat. § 346.50.

**6.012 Penalties.** (1) Except as otherwise provided herein, the penalty for violation of any provision of this ordinance shall be a forfeiture as specified in the Wisconsin Statute or a deposit as specified in the deposit schedule established by the judicial conference pursuant to Wis. Stat. § 345.26(2)(a) and any amendments thereto.

(a) The forfeiture for violation of Sauk Co. Code § 6.011(1) shall be \$20.00, together with the cost of prosecution and such other costs as are provided for in Wis. Stat. ch. 345.

(b) The forfeiture for violations of Sauk Co. Code § 6.011(2) shall be \$150.00, together with the cost of prosecution and such other costs as are provided for in Wis. Stat. ch. 345.

(c) If the forfeiture is not paid within 10 days of its issuance, the forfeiture amount expressed above shall double.

(d) If an operator of a vehicle violates any of those sections of this ordinance in strict conformity with Wis. Stat. §§ 346.04(1) or (2), 346.18(6), 346.27, 346.37, 346.39, 346.46(1), 346.57(2), (3), (4)(d) to (h) or (5) or 346.62(2) where persons are engaged in work in a highway maintenance or construction area or in a utility work area are at risk from traffic, the forfeiture or fine for the violation shall be doubled.

(e) Any vehicle parked or left standing upon a highway, street or alley, or other public grounds in violation of any of the provisions of this section is declared to be a hazard to traffic and public safety. Such vehicle shall be removed by the operator, upon request of the sheriff or deputy sheriff, to a position where parking, stopping or standing is not prohibited. Any deputy sheriff, after issuing a citation for illegal parking, stopping or standing of an unattended vehicle in violation of this code, is authorized to remove such vehicle to a position where parking is not prohibited. The officer may order a motor carrier holding a permit to perform vehicle towing services, a licensed motor vehicle salvage dealer or a licensed motor vehicle dealer who performs vehicle towing services, to remove and store such vehicle in any storage garage, or rental parking grounds, or any facility of the person providing the towing and services. In addition to other penalties provided by this chapter, the owner or operator of a vehicle so removed shall pay the cost of towing and storage.

(2) **OTHER SANCTIONS.** (a) The procedures applicable to nonmoving violations in Wis. Stat. § 345.28, including suspension or refusal of vehicle registration, are adopted and authorized herein.

(b) The enforcement of this section shall be accomplished by issuing a citation to the registered owner of the vehicle, such citation to be clearly affixed in a conspicuous place upon the vehicle.

(c) The circuit court may require compulsory safety school attendance for violations of Wis. Stat. §§ 346.01 to 348.28.

**6.013 Enforcement.** The provisions of this chapter may be enforced by the Sauk County Sheriff's Department. Sworn law enforcement officers at all levels within the County shall have authority to issue citations or complaints for violations of this Chapter. This Chapter shall be enforced in the same manner as prescribed by the provisions of Wis. Stat. §§ 345.20 through 345.53.

**6.014 Repeal of conflicting ordinances.** All ordinances regulating traffic upon the streets, alleys and highways of Sauk County, Wisconsin, and all ordinances or parts of ordinances heretofore enacted by the County Board of Sauk County, Wisconsin, in conflict herewith are hereby repealed.

#### SUBCHAPTER IV

#### FISHING ON COUNTY TRUNK T

**6.015 Unlawful to fish.** It shall be unlawful for any person to fish from the highway on County Trunk T in the Town of Fairfield within 100 feet of Leach Lake.

**6.016 Penalties.** Any person convicted of fishing in violation of this ordinance shall be punished by a forfeiture of not less than \$5.00 nor more than \$25.00 together with costs of the action, or in default of the payment of the fine and costs, committed to the county jail for a period not to exceed 30 days.



## SUBCHAPTER V

CERTAIN HORSESHOES PROHIBITED ON  
HIGHWAYS**6.017 Use of certain horseshoes prohibited.**

No person shall use any animal to pull a carriage or other vehicle or ride an animal on a paved highway surface that is shod or otherwise fitted with any horseshoe, cover, wrap or similar attachment that is made of any metal or structurally similar material with protuberances that exceed 1/4 inch in length that make contact with a paved highway surface while attached to or otherwise covering at least one hoof of the animal. This restriction does not apply between December 1 and February 28.

**6.018 Special permits.** The Sauk County Highway Commissioner may issue special permits authorizing temporary use of attachments otherwise prohibited under s. 6.017 for participants in special events between March 1 and November 30 when such temporary use is unlikely to cause unreasonable damage to roadway surfaces. Permits under this section are valid only for the period specified therein and only if in possession of the permittee. The Sauk County Highway Committee may set a reasonable fee for such permits.

**6.019 Penalties.** Any person violating this section is subject to a forfeiture of not less than \$10 nor more than \$200 for each violation.

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Chapter 6, Subchapter I – Highway Department Purchasing and Subchapter II – Highway Commissioner Terms, previously Sauk Co. Code, Chapter 17 – Highway Department Purchasing and Commissioner Terms, as adopted by the Sauk County Board of Supervisors. Section 17.08 adopted by the Sauk County Board of Supervisors, October 15, 1991, effective January 1, 1994. Amended by the Sauk County Board of Supervisors on December 18, 2001 - Ordinance No. 165-01. Amended by the Sauk County Board of Supervisors on July 18, 2017 - Ordinance No. 7b - 17. Amended by the Sauk County Board of Supervisors on February 22, 2018 - Ordinance No. 1-18.

Chapter 6, Subchapter III – Traffic Rules and Regulations, previously Sauk Co. Code, Chapter 6 - Traffic and Snowmobile Rules and Regulations, repealed and recreated by Ordinance No. 154-85 and adopted by the Sauk County

Board of Supervisors on November 12, 1985 and published on November 27, 1985 (Baraboo News Republic). Section 6.02 created by Ordinance No. 34-97 and adopted by the Sauk County Board of Supervisors on April 15, 1997. Repealed and recreated by the Sauk County Board of Supervisors on October 19, 2010 - Ordinance No. 120 -10. Amended by the Sauk County Board of Supervisors on June 17, 2014 - Ordinance No. 3-14. Amended by the Sauk County Board of Supervisors on July 21, 2015 - Ordinance No. 8-15.

Chapter 6, Subchapter IV – Fishing on County Trunk T, previously Sauk Co. Code, Chapter 14 – there is no historical footnote available for this chapter.

Chapter 6 of the Sauk Co. Code of Ordinances repealed and recreated by the Sauk County Board of Supervisors on June 18, 2019 - Ordinance No. \_\_\_\_-19.

## CHAPTER 20 – UNIFORM CITATION ORDINANCE

## 20.07 Schedule of forfeitures.

- (2) **CHAPTER SIX: ~~TRAFFIC AND SNOWMOBILE RULES AND REGULATIONS~~ HIGHWAYS, AIRPORTS, BRIDGES, DITCHES, FENCES;** pursuant to ~~Section 6.02 (2) which authorizes~~ Sections 6.012, 6.016, and 6.019 which authorize penalties of not less than ~~\$10.00~~ \$5.00 nor more than \$200.00.

	<u>FORFEITURE</u>	<u>PROVISIONS, DESCRIPTIONS AND SECTION NUMBERS</u>
(a)	\$ 50.00 <del>6.04</del>	violations of Subchapter III, excessive acceleration, spinning tires, unnecessary noise; <del>s. 6.04</del>
(b)	\$ 20.00	violations of Subchapter III, parking and nonmoving violations adopted; <del>s. 6.05(1) *</del>
(c)	\$ 150.00	violations of Subchapter III, parking in handicapped zones; <del>s. 6.05(2) *</del>
(d)	\$ 5.00 – 25.00	violations of Subchapter IV, fishing from County Trunk T
(e)	\$ 10.00 – 200.00	violations of Subchapter V, certain horseshoes prohibited on highways

All other regulations adopted will have the forfeiture as specified in state statute and a deposit as specified in the deposit schedule established by the judicial conference pursuant to Wis. Stat. § 345.26(2)(a).

\*The above fines are doubled if not paid within 10 days of issuance of the citation. The above fines are increased as otherwise provided in Wisconsin Statutes and Sauk County Code.

Chapter 20 of the Sauk County Code of Ordinances repealed and recreated, adopted by the Sauk County Board of Supervisors on November 10, 1992. Amended by the Sauk County Board of Supervisors on April 15, 1997. Amended by the Sauk County Board of Supervisors on April 18, 2000 – Ordinance No. 83-00. Amended by the Sauk County Board of Supervisors on June 19, 2001 – Ordinance No. 40-01. Amended by the Sauk County Board of Supervisors on June 18, 2002 – Ordinance No. 110-02. Chapter 15 repealed in its entirety by the Sauk County Board of Supervisors on December 19, 2006 – Ordinance No. 154-06. Amended by the Sauk County Board of Supervisors on April 17, 2007 – Ordinance No. 51-07. Amended by the Sauk County Board of Supervisors on May 19, 2009 – Ordinance No. 58-09. Amended by the Sauk County Board of Supervisors on July 21, 2009 – Ordinance No. 84-09. Amended by the Sauk County Board of Supervisors on August 18, 2009 – Ordinance No. 99-09. Amended by the Sauk County Board of Supervisors on October 19, 2010 – Ordinance Nos. 119-10 & 120-10. Amended by the Sauk County Board of Supervisors on February 20, 2012 – Ordinance No. 3-12. Amended by the Sauk County Board of Supervisors on April 16, 2013 – Ordinance No. 06-13. Amended by the Sauk County Board of Supervisors on October 15, 2013 – Ordinance No. 64-13. Amended by the Sauk County Board of Supervisors on February 18, 2014 – Ordinance No. 2-14. Amended by the Sauk County Board of Supervisors on June 17, 2014 – Ordinance No. 3-2014. Amended by the Sauk County Board of Supervisors on December 16, 2014 – Ordinance No. 9-14. Amended by the Sauk County Board of Supervisors on July 21, 2015 – Ordinance Nos. 7-15 & 8-15. Amended by the Sauk County Board of Supervisors on August 18, 2015 – Ordinance No. 9-15. Amended by the Sauk County Board of Supervisors on January 19, 2016 – Ordinance No. 1-16. Amended by the Sauk

County Board of Supervisors on September 20, 2016 – Ordinance No. 5-16. Amended by the Sauk County Board of Supervisors on January 17, 2017 – Ordinance Nos. 1-17 & 2-17. Amended by the Sauk County Board of Supervisors on March 21, 2017 – Ordinance No. 4-2017. Amended by the Sauk County Board of Supervisors on August 21, 2018 – Ordinance No. 15-2018. Amended by the Sauk County Board of Supervisors on October 16, 2018 – Ordinance No. 16-2018. Amended by the Sauk County Board of Supervisors on June 18, 2019 – Ordinance No. \_\_-2019.

## RESOLUTION NO. 76 - 2019

### SUPPORTING THE ESTABLISHMENT OF THE BEAR CREEK AGRICULTURAL ENTERPRISE AREA IN THE TOWN OF BEAR CREEK

**Background:** An Agricultural Enterprise Area (AEA) is an area of contiguous land, devoted primarily to agricultural use, as designated by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) through the Wisconsin's Working Lands Initiative in response to a local petition. The designation of an AEA identifies an area as valuable for current and future agricultural uses and may help to promote the development of agricultural businesses. An AEA designation enables eligible farmers to enter into voluntary Farmland Preservation Agreements with the Wisconsin DATCP for a 15-year period and to receive income tax credits in return for preserving their land in agricultural use and meeting state agricultural performance standards. The petition for establishment of an AEA must be jointly filed by at least five eligible farmers within the boundaries of the proposed AEA, and by each county, town or municipality in which any part of the proposed AEA is located. In spring 2019, Sauk County staff were approached by landowners in the Town of Bear Creek seeking assistance with establishing an AEA. Many of these landowners held Farmland Preservation Agreements in the past that have since expired. Establishing an AEA in the Town of Bear Creek is the only opportunity for these landowners to enter into new voluntary agreements and be eligible for the Farmland Preservation tax credit. The completed AEA petition application is attached as Appendix A. On July 2, 2019, the Bear Creek Town Board approved a resolution supporting the establishment of the Bear Creek AEA.

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

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the County of Sauk supports the establishment of the Bear Creek Agriculture Enterprise Area within Sauk County, Wisconsin.

For consideration by the Sauk County Board of Supervisors on July 16, 2019.

Respectfully submitted,

#### LAND RESOURCES & ENVIRONMENT COMMITTEE

\_\_\_\_\_  
CHUCK SPENCER, Chair

\_\_\_\_\_  
GLEN T. JOHNSON

\_\_\_\_\_  
BOB NEWPORT

\_\_\_\_\_  
MARTY KRUEGER

\_\_\_\_\_  
JEAN BERLIN

\_\_\_\_\_  
JOHN S. DIETZ

\_\_\_\_\_  
RANDALL PUTTKAMER

\_\_\_\_\_  
CHUCK WHITSELL

**Fiscal Note:** Cost to administer program requirements on lands enrolled in the Farmland Preservation Program amounts to one staff member per 250 participants. Current enrollment in Sauk County is 410 participants. Approximately 35% of staff time spent on administration of the Farmland Preservation Program is offset by state staffing grants.

**Information System Note:** No Information System impact



Wisconsin Department of Agriculture, Trade and Consumer Protection  
 Division of Agricultural Resource Management  
 P.O. Box 8911  
 Madison, WI 53708-8911  
 Phone: (608) 224-4611

## 2019 Agricultural Enterprise Area Petition

The undersigned persons hereby petition the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP), pursuant to s. 91.86, Wis. Stats., to create an Agricultural Enterprise Area (AEA) under s. 91.84, Wis. Stats. We have read the guidance<sup>1</sup> provided and submit the following information in support of the petition:<sup>2</sup>

### PART I:

#### 1. GENERAL INFORMATION

NAME OF AEA Bear Creek	
COUNTY/COUNTIES IN WHICH PROPOSED AEA IS LOCATED Sauk	TOWNS, CITIES OR VILLAGES IN WHICH PROPOSED AEA IS LOCATED Town of Bear Creek
TOTAL ACRES IN PROPOSED AEA 30,693	TOTAL NUMBER OF ELIGIBLE FARM OWNERS WHO SIGNED PETITION 5

#### 2. PETITION CONTACT INFORMATION

STAFF CONTACT Brian Sadler	EMAIL Brian.sadler@saukcountywi.gov	PHONE NUMBER 608-355-4841	
MAILING ADDRESS STREET 505 Broadway	CITY Baraboo	STATE WI	ZIP 53913
LANDOWNER REPRESENTATIVE Bruce Marion	EMAIL bwmarion@wisc.edu	PHONE NUMBER 608-576-3651	
MAILING ADDRESS STREET 210 S Kenosha Dr	CITY Madison	STATE WI	ZIP 53705

#### 3. ELIGIBILITY REQUIREMENTS

- a. All parcels in the proposed AEA are located within a farmland preservation area designated in the certified county farmland preservation plan. ☒ Yes ☐ No
- b. All parcels in the proposed AEA are contiguous. ☒ Yes ☐ No
- c. The proposed AEA is primarily in agricultural use. ☒ Yes ☐ No
- d. At least five (5) eligible farm owners signed the petition under the *Petitioning Landowner Signature Page Attachment*. ☒ Yes ☐ No

<sup>1</sup> Guidance available at: [https://datcp.wi.gov/Pages/Programs\\_Services/AEAPetitionInfo.aspx](https://datcp.wi.gov/Pages/Programs_Services/AEAPetitionInfo.aspx)

<sup>2</sup> Personal information you provide may be used for purposes other than that for which it was collected, s. 15.04(1)(m), Wis. Stats.

## PART II.

### 4. BACKGROUND INFORMATION

#### Question 4a. Introduction to proposed AEA

The Town of Bear Creek is located in the southwest portion of Sauk County. This rural landscape boasts a beautiful mix of wooded ridges and fingers of field and pasture land. The topography lends itself well to hay production which means this region still supports several small dairy operations. Bear Creek is one of the premier trout streams in the county. Over the last several years there have been public, private, and nonprofits entities lending time, talents and financial support to preserve and enhance the fishery and surrounding habitat of Bear Creek. Farmers also know that their farming practices have a direct impact on these delicate waters and they take pride in caring for the land. The landowners within the proposed AEA want to help ensure the conservation ethic of their region continues on into the future.

#### Question 4b. Current Land Use and Land Use Trends

*When compiling information for this section, consider using resources such as the county's farmland preservation plan, or local comprehensive plans*

- a) Describe ALL current land uses within the proposed AEA OR attach a current land use map:

(Comprehensive Plan-Town of Bear Creek)

The Town of Bear Creek is unique in that the Town has designated only one land use district to be applied town-wide. This district, called the Rural Agricultural Conservation Area (RAC) is intended for sustained agricultural and forestry land uses and uses that are consistent with and compatible with agricultural and forestry operations. This district limits landowners to the creation of not more than 3 residential lots in each 10-year period. The intent of the RAC is to maintain the area's rural appeal and food and fiber tradition. Farms and farming operations should continue to be a significant component of the RAC. New rural residential development should be sensitive to the visual landscape while minimizing conflict with farming and forestry operations. Hobby farming, lands set aside for preservation and recreation, and low density residential development are forms of land uses that are compatible with the RAC.

Agriculture is the primary land use in the area. Only 18 new septic permits have been issued in Bear Creek township in the last 5 years.

- b) Provide information about land use trends in and around the AEA:

Some of the dairy operations in and around the area have moved away from milking and have converted to cash grain cropping, but within the proposed AEA there is still a high percentage of dairy farms. We are seeing an increasing trend in rotational grazing of both beef and dairy herds.

- c) List the main types of agricultural production in the proposed AEA:

Corn for silage, corn for grain, and alfalfa are the main crops in this area. Dairy production along with some rotationally grazed pastures are also present. There are also some small farms looking to direct market or sell meat/eggs to the local grocery co-op.

#### Question 4c. Land Use Controls and Plans in Proposed AEA (check all that apply)

☐ Farmland preservation zoning ordinance

☐ Other zoning ordinances:

☒ Farmland preservation agreements

<input type="checkbox"/>	Purchase of development rights and/or easements (donated or purchased)
<input type="checkbox"/>	Transfer of development rights
<input type="checkbox"/>	Subdivision ordinances
<input type="checkbox"/>	Cooperative boundary agreements/inter-municipal agreements
<input type="checkbox"/>	Natural area protections
<input checked="" type="checkbox"/>	Comprehensive plan
<input checked="" type="checkbox"/>	Other (specify)

Land Cover Classifications (Town of Bear Creek Comprehensive Plan)

Coniferous Forest. This area includes land that is primarily undeveloped, evergreen forestland. This area may also include rural residential development with low densities, but due to the small patchwork of acres with this designation, it is highly unlikely. This area represents less than 0.1% of the Town's total land area, or approximately 22 acres.

Deciduous Forest. This area includes private and public lands that are primarily hardwood forestland that is undeveloped and un-platted. This area also includes areas of low-density residential development. This area includes 53% of the Town's total land area, or approximately 17,099 acres.

Grassland. This area includes private and public lands that are undeveloped and are not in agricultural or woodland uses. These areas typically consist of prairie remnants or restored prairies representing grasslands first experienced by early settlers. These areas account for approximately 13% of the Town's land area, or 4,017 acres.

Open Water. These areas are characterized as lakes, ponds and perennial streams and includes parts of Bear Creek and Little Bear Creek. It accounts for 0.01% of the total land area, or approximately 2 acres.

Wetland. These areas consist of hydric soils that are not characterized by standing water. These areas are reflective of flood fringe areas like marshes and low lying stream bank areas. They account for approximately 2.5% of the Town's area, or approximately 784 acres.

Barren. These areas have typically supported mining activities or other human activity, which has left the ground in an infertile state. The areas are characterized by soils incapable of supporting plant growth or by exposed rock formations. This area accounts for 0.3% of the total area, or approximately 91 acres.

During Summer of 2006, surveys were mailed to every household or landowners in the Town of Bear Creek. The majority of respondents to the survey indicated that they would support varied forms of community-supported agriculture and value-added agriculture operations. When asked if residents support the direct sale of farm products, 63% indicated they would. Forty-seven percent of residents also indicated that they would support forms of agriculture tourism, workdays and educational opportunities. From a different perspective, 85% of respondents indicated that the preservation of farmland was either essential or very important.

**Question 4d. Indicate the approximate level of petitioner compliance with state soil and water standards**

- ☐ Nearly all petitioners are in compliance
- ☒ More than half of the petitioners are in compliance
- ☐ Half or less than half of the petitioners are in compliance

- ☐ Few or no petitioners are in compliance
- ☐ Compliance status of petitioners is unknown

## 5. PURPOSE AND RATIONALE

### Question 5a. AEA goals for agricultural preservation and agricultural development

- a) State the specific goals for the preservation of agricultural land use:  
Preserve and maintain existing land uses as well as to provide for future land use considerations that will promote the balance among quality of life, property values, environmental protection, and economic opportunities.
- b) State the specific goals for agricultural development and/or innovation:  
Grow and promote locally grown produce either through direct marketing or selling to local co-ops such as the Honey Creek Market in Plain. Grow the mindset of regenerative farming practices.
- c) How does the AEA plan to meet the goals identified above (include any planned investments, grants, development incentives, cooperative agreements, land or easement purchases, or public outreach activities)?:  
Host NMFE classes to continue working with producers to develop and maintain nutrient management plans and promote more environmentally and economically sound management systems. Educate landowners on the importance of fair rental prices to producers who follow the conservation standards whether they have an agreement or not. Host soil health events with the use of our county rainfall simulator.

### Question 5b. How did you determine the boundary (location and size) of the proposed AEA?

After we were approached by former Farmland Preservation agreement holders in the center of Bear Creek township, we reached out to other landowners who also had agreements in the past. The main proponents of the petition, along with county staff, called or visited several of their neighboring landowners and encouraged them to come to an informational meeting or to contact the county representative. Mailers were sent out to previous agreement holders as well as news releases in the local paper. The parcels of all interested parties were mapped out and all but 2 parcels were located within Bear Creek township. We looked at different watersheds as possible boundaries, but they crossed several different municipal boundaries and did not include all the interested producers. Due to intermixing land covers of forest and fields, there are no large contiguous tracts of cropland that are conducive to setting clean boundaries. The township line offers a clean, clear boundary that includes all by one of the original interested parties and will be clear to future landowners interested in signing an agreement.

### Question 5c. Describe existing or future activities that may take place within the AEA if designated

Type of Activity	Existing/Future	Additional Details
Ex: Joint marketing or purchasing, development of agri-tourism opportunity, value-added agriculture	Future	Ex: Producers interested in forming a producer cooperative to market their products directly to consumers

Selling organic free range products such as eggs and grass-fed beef to local grocers.	Existing and future	Grassfed beef production through rotational grazing has been expanding rapidly in the area.
Farm/Art DTour	Existing	As part of Fermentation Fest, the Farm/Art DTour normally runs through the northern half of Bear Creek township. This event draws thousands of people from across the state and beyond to experience the agricultural landscape of the area.
Pasture walks showcasing farms within the AEA who have converted from conventional livestock management to adaptive/rotational grazing	Future	Field days to network with and educate farmers within the area who have or are looking rotational graze animals.

#### 6. OUTREACH

##### **Question 6a. Describe all efforts to provide information to and involve the public in the petition process**

*Examples of information to include: number and dates of public meetings held, number of mailings, door-to-door outreach etc.*

4/25/19 – Press release in Spring Green news advertising first meeting, calls and visits to neighboring landowners  
5/1/19 – 1<sup>st</sup> informational meeting at town hall  
5/10/19 – post cards (21) mailed to landowners in Bear Creek township that had previously held agreements advertising our 2<sup>nd</sup> meeting and who to contact with questions if not attending the meeting.  
5/15/19 – Press release in Spring Green news advertising 2<sup>nd</sup> meeting  
5/23/19 – 2<sup>nd</sup> informational meeting at the town hall  
6/5/19 – Town Hall meeting at the Town of Bear Creek to discuss and sign resolution in support of the AEA

##### **Question 6b. Planned Strategy for Encouraging Landowners to Sign Farmland Preservation Agreements**

*Do you plan on hosting informational meetings, sending out mailings, conducting one-on-one conversations etc.?*

Once the AEA is established we plan on hosting an informational meeting at a central location. We will advertise this by press releases in the local newspaper and postcard mailings to all landowners within the AEA. We will also make phone calls and visit one-on-one with local producers who we know in the area.

Agreement sign-up goal (percent of AEA or number of landowners): 40 %

*Continue to next page for details related to Part III – Maps, Part IV. – Signature Pages, and Part V. - Optional*



## **Part III.**

### **MAP AND SPATIAL LOCATION DATA**

Please send the following to DATCP in electronic form. Follow the map and spatial location data guidelines found in Part F of the guidance document.

1. A map of the proposed AEA, and
2. The spatial location data for the AEA boundary.

## **Part IV.**

### **SIGNATURE PAGES**

The purpose of the signature pages is to show there is adequate support in the area by landowners, local governments and agricultural-related business for designation. See attached "Petitioning Landowner Signature Page," "Political Subdivision Signature Page", "County Conservationist Signature Page" and "Non-Petitioning Cooperator Signature Page."

1. Submit a minimum of five (5) eligible farm owner petitioner signature pages
  - a. The amount of petitioners should make sense in light of the boundary size, and there should be a logical distribution of petitioners within the proposed boundary
2. Submit a signature page for each political subdivision within the proposed boundary. This includes both counties and towns
3. Submit a signature page signed by the county conservationist for each county included within the proposed boundary
4. To show support for the petition by agricultural-related businesses, non-petitioning landowners and other community organizations, please submit any corresponding non-petitioning cooperator signature pages. You can also submit letters of support in lieu of non-petitioning cooperator signature pages
  - a. These signature pages/letters of support are highly recommended

Please follow the signature page guidelines in Part G of the guidance document.

## **Part V.**

### **OPTIONAL**

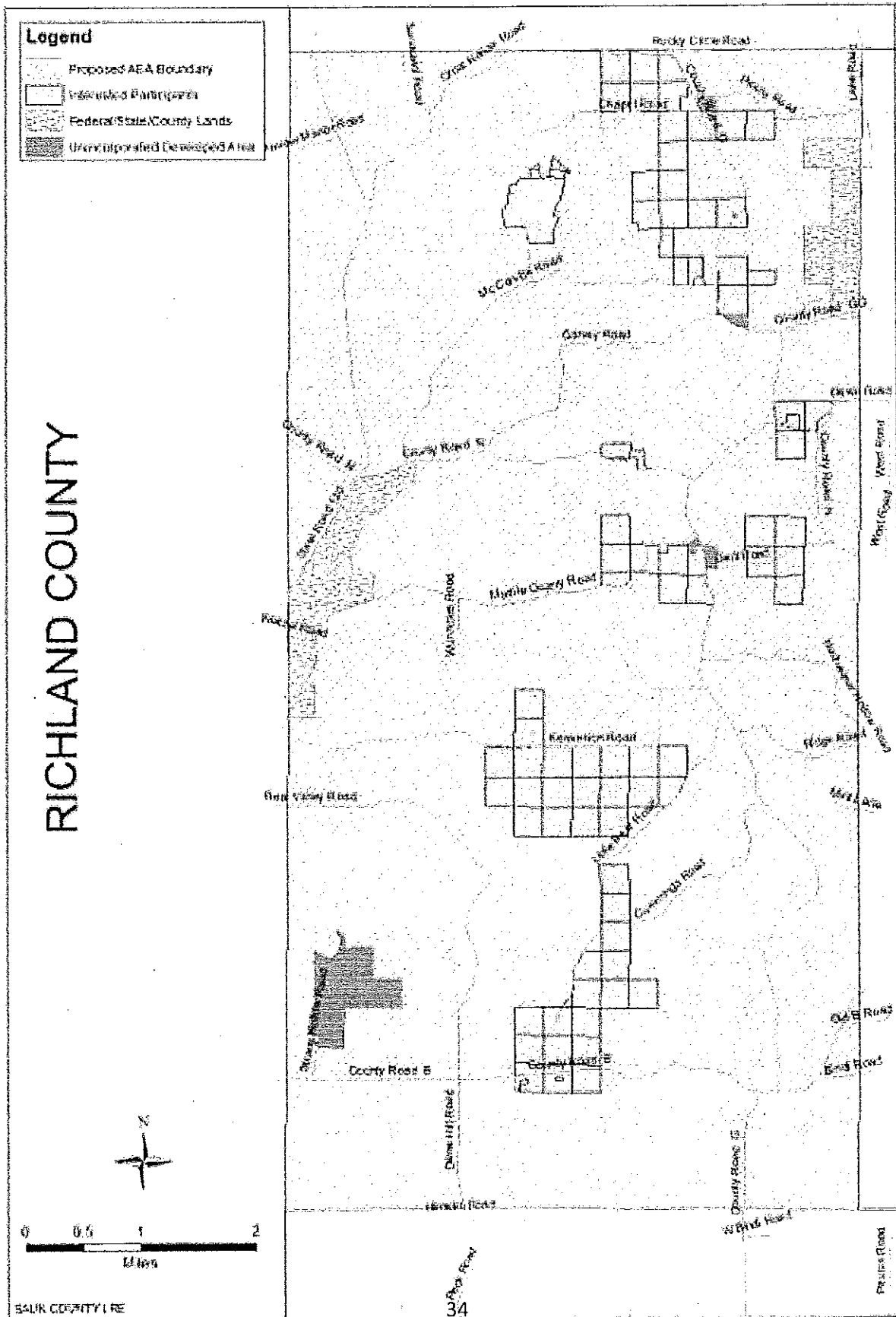
#### **Images from Proposed AEA**

*Note: Any photos submitted to the department may be used in materials related to the Agricultural Enterprise Area program or for the Farmland Preservation Program generally.*

#### **Local Resolutions**

*Sample resolution text is included in Appendix B of the guidance document.*

# PROPOSED BOUNDARY FOR BEAR CREEK AGRICULTURAL ENTERPRISE AREA (AEA)



Petitioning Landowner Signature Page

A separate signature page, in the following form, must be signed by the owner of each farm. An authorized individual may sign on behalf of a legal entity. If a farm is jointly owned by a legally married couple or individuals, both must sign.

Farm owner (correct legal name or legal name of business entity):

McCluskey Brothers (Kevin, Brian, Pat)

Type of business entity, if applicable (check one):

Individual or married couple ☐

LLC ☐

Corporation ☐

Other (describe)

Partnership ☒

Authorized signature: Patrick McCluskey Date 5-28-19

Print name: Patrick McCluskey

Authorized signature: \_\_\_\_\_ Date \_\_\_\_\_

Print name: \_\_\_\_\_

Farm owner address (street, city, zip): 57544 Hwy G  
Hillpoint, WI 53937

E-mail address(es) (if available): mccluskey\_bros@gmail.com

I (we) currently claim a farmland preservation tax credit (either under farmland preservation zoning or through a farmland preservation agreement). ☐ Yes ☒ No ☐ Don't Know

I (we) are interested in maintaining our existing farmland preservation agreement or entering into a new farmland preservation agreement. (Note: To claim the farmland preservation tax credit under a farmland preservation agreement, the farm must meet state soil and water conservation standards.) ☒ Yes ☐ No ☐ Maybe

Petitioning Landowner Signature Page

A separate signature page, in the following form, must be signed by the owner of each farm. An authorized individual may sign on behalf of a legal entity. If a farm is jointly owned by a legally married couple as individuals, both must sign.

Farm owner (correct legal name or legal name of business entity):

Patrick + Mary Ellen McCloskey

Type of business entity, if applicable (check one):

Individual or married couple ☒

LLC ☐

Corporation ☐

Other (describe) ☐

Partnership ☐

Authorized signature:

Patrick McCloskey

Date 5-28-19

Print name:

Patrick McCloskey

Authorized signature:

ME McCloskey

Date 5-28-2019

Print name:

ME McCloskey

Farm owner address (Street, City, St):

E 3609 A Coal Hollow Rd.

Hillpoint, WI 53937

E-mail address(es) (if available):

mccloskeybus@gmail.com

I (we) currently claim a farmland preservation tax credit (either under farmland preservation zoning or through a farmland preservation agreement).

☐ Yes

☒ No

☐ Don't know

I (we) are interested in maintaining our existing farmland preservation agreement or entering into a new farmland preservation agreement. (Note: To claim the farmland preservation tax credit under a farmland preservation agreement, the farm must meet state soil and water conservation standards.)

☒ Yes

☐ No

☐ Maybe

Petitioning Landowner Signature Page

A separate signature page, in the following form, must be signed by the owner of each farm. An authorized individual may sign on behalf of a legal entity. If a farm is jointly owned by a legally married couple as individuals, both must sign.

Farm owner (correct legal name or legal name of business entity):

Mary J. Nachreiner - Mary's ORGANIC FARM

Type of business entity, if applicable (check one):

Individual or married couple ☒

LLC ☐

Corporation ☐

Other (describe) ☐

Partnership ☐

Authorized signature: Mary J. Nachreiner Date 5/21/2019

Print name: Mary J. Nachreiner

Authorized signature: \_\_\_\_\_ Date \_\_\_\_\_

Print name: \_\_\_\_\_

Farm owner address (street, city, zip):

E 3346 KESSINICH RD  
PLAIN, WI 53577

E-mail address(es) (if available):

Mary5959@GMAIL.COM

I (we) currently claim a farmland preservation tax credit (either under farmland preservation zoning or through a farmland preservation agreement).

☐ Yes

☒ No

☐ Don't Know

I (we) are interested in maintaining our existing farmland preservation agreement or entering into a new farmland preservation agreement. (Note: To claim the farmland preservation tax credit under a farmland preservation agreement, the farm must meet state soil and water conservation standards.)

☒ Yes

☐ No

☐ Maybe

Petitioning Landowner Signature Page

A separate signature page, in the following form, must be signed by the owner of each farm. An authorized individual may sign on behalf of a legal entity. If a farm is jointly owned by a legally married couple as individuals, both must sign.

Farm owner (correct legal name or legal name of business entity):

Larry A Schmitz

Type of business entity, if applicable (check one):

Individual or married couple ☒

LLC ☐

Corporation ☐

Other (describe)

Partnership ☐

Authorized signature:

Larry A Schmitz

Date

5/28/99

Print name:

Larry Schmitz

Authorized signature:

Date

Print name:

Farm owner address (street, city, zip):

E3267 Kessnich Road, Plain WI 53577

1933 Pass Roble Way, Madison WI 53716

E-mail address(es) (if available):

Lrschmitz@sbcsj4601.net

I (we) currently claim a farmland preservation tax credit (either under farmland preservation zoning or through a farmland preservation agreement).

☐ Yes

☒ No

☐ Don't Know

I (we) are interested in maintaining our existing farmland preservation agreement or entering into a new farmland preservation agreement. (Note: To claim the farmland preservation tax credit under a farmland preservation agreement, the farm must meet state soil and water conservation standards.)

☒ Yes

☐ No

☐ Maybe

Petitioning Landowner Signature Page

A separate signature page, in the following form, must be signed by the owner of each farm. An authorized individual may sign on behalf of a legal entity. If a farm is jointly owned by a legally married couple as individuals, both must sign.

Farm owner (correct legal name or legal name of business entity):

Whippoorwill Springs Farm Limited Partnership

Type of business entity, if applicable (check one):

Individual or married couple ☐

LLC ☐

Corporation ☐

Other (describe)

Partnership ☒

Authorized signature: Steve Emerson Date 5-24-19

Print name: Steven J. Emerson

Authorized signature: \_\_\_\_\_ Date \_\_\_\_\_

Print name: \_\_\_\_\_

Farm owner address (street, city, zip): E 3441 Catfishway B

Spring Green, WI 53588

E-mail address(es) (if available): ds Emerson 4@gmail.com

I (we) currently claim a farmland preservation tax credit (either under farmland preservation zoning or through a farmland preservation agreement).

☐ Yes

☒ No

☐ Don't Know

I (we) are interested in maintaining our existing farmland preservation agreement or entering into a new farmland preservation agreement. (Note: To claim the farmland preservation tax credit under a farmland preservation agreement, the farm must meet state soil and water conservation standards.)

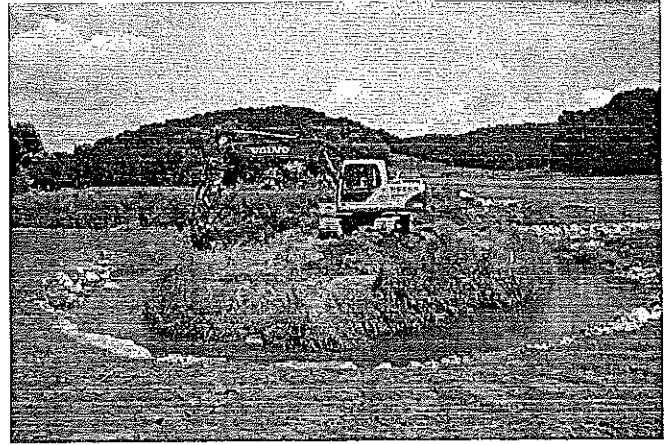
☒ Yes

☐ No

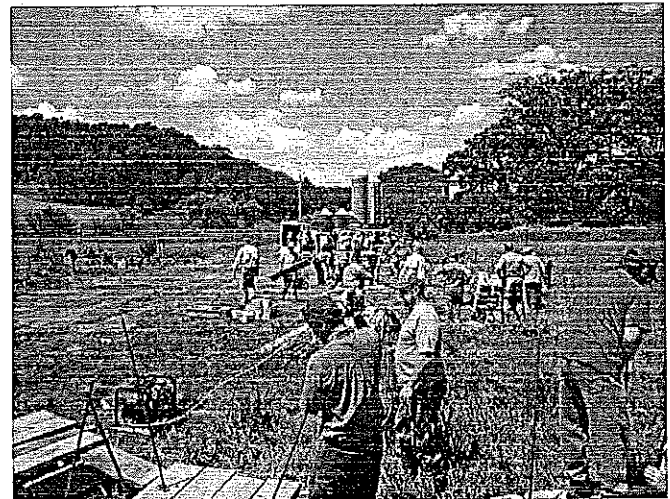
☐ Maybe



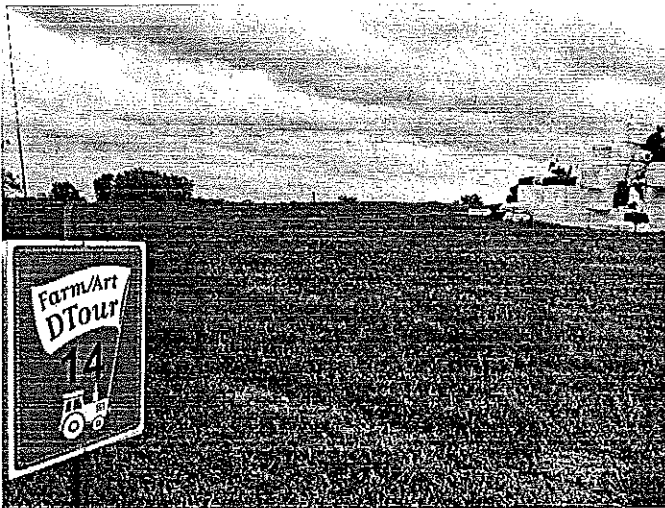
Stream shocking Bear Creek.



Habitat improvement project.



Trout Unlimited volunteers building lunkers.



Farm Art DTour stop in Bear Creek.



Fencing project on a Bear Creek farm.





Rotational grazed pasture.



Contour strip farming.



No-till corn.

RESOLUTION NO. 11 - 2019

AUTHORIZING AMENDMENT TO EXTEND CURRENT TOWER SPACE LEASE  
AGREEMENT WITH BUG TUSSEL WIRELESS, LLC

**Background:** Sauk County owns and maintains a tower and fiber optic network throughout the county. The county leases tower space and dark fiber on the county-owned network to provide revenue to offset the original build and update to the network costs. Bug Tussel Wireless LLC is a lessee of Sauk County and is asking that the current lease originating June 18<sup>th</sup>, 2009 be extended as written through September 30<sup>th</sup> 2019. Sauk County notified Bug Tussel Wireless in December of 2018 that the contract as it is currently written would not be extended, and that if the parties wished to continue the public private partnership, that a new contract with different terms would need to be negotiated. A new contract is being drafted with input from Sauk County Corporation Counsel's Office, the Buildings Services Facilities Director, Sauk County Communications Technician, and Bug Tussel Wireless staff. The new contract will be brought back for approval by both the Communications Infrastructure Committee and full county board when both parties agree to the new contract.

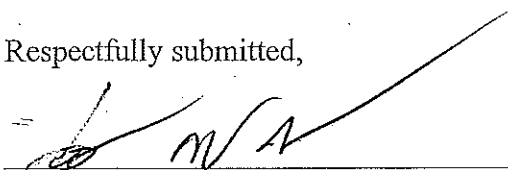
Fiscal Impact: [ ] None [X] Budgeted Expenditure [ ] Not Budgeted

**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors, met in regular session, authorizes extension of the Tower Space Lease Agreement with Bug Tussel LLC dated June 18, 2009, to September 30, 2019; and

**BE IT FURTHER RESOLVED**, that the Sauk County Board Chair is hereby authorized to sign the amendment extending the current Tower Space Lease agreement with Bug Tussel Wireless through September 30, 2019;

For consideration by the Sauk County Board of Supervisors on July 16, 2019.

Respectfully submitted,

  
SCOTT VON ASTEN, CHAIR

  
SHANE GIBSON

  
BRANDON LOHR

  
JOHN DIETRICH

  
CARL GRUBER

Resolution 77-2019

**FISCAL NOTE:** Money for this current agreement will continue to be deposited into the Building Services Tower Revenue account.

**MIS NOTE:** No MIS impact.



Corporation Counsel  
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Assistant Corporation Counsel  
Tori A. Vesely  
[tori.vesely@saukcountywi.gov](mailto:tori.vesely@saukcountywi.gov)

OFFICE OF THE CORPORATION COUNSEL  
SAUK COUNTY WEST SQUARE BUILDING  
505 BROADWAY STREET  
BARABOO, WISCONSIN 53913  
VOICE (608) 355-3267 FAX (608) 355-3469  
CHILD SUPPORT ENFORCEMENT 608-355-3238

July 5, 2019

Bug Tussel Wireless, LLC  
417 Pine St  
Green Bay, WI 54301

Re: Amendment of Communications Tower Space Lease Agreement

Dear Bug Tussel Wireless:

The purpose of this letter is to set forth the parties' agreement pursuant to section 2. of the Communications Tower Space Lease Agreement dated June 18, 2009 ("Agreement") to amend the Agreement.

Bug Tussel Wireless, LLC, and Sauk County mutually agree to extend the term of the Agreement to September 30, 2019.

Further, Bug Tussel Wireless, LLC, and Sauk County mutually agree that the provisions of Section 4. are not in any way altered by this extension.

Please sign both copies of this letter. Retain one copy for your file and return one copy to Sauk County.

AGREED AND ACKNOWLEDGED:

\_\_\_\_\_  
Peter Vedro  
Chair of Sauk County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Schneider  
Bug Tussel Wireless, LLC

\_\_\_\_\_  
Date

## COMMUNICATIONS TOWER SPACE LEASE AGREEMENT

THIS COMMUNICATIONS TOWER SPACE LEASE AGREEMENT ("Agreement") is dated as of June 13, 2009, by and between Sauk County, a political subdivision of the State of Wisconsin, ("Lessor" or "County") and Bug Tussel Wireless, LLC, a Wisconsin Limited Liability Company ("Lessee" or "Bug Tussel Wireless") and a wholly owned affiliate of Hilbert Communications, LLC, a Wisconsin Limited Liability Company ("Hilbert").

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

### 1. Tower Sites and Communications Equipment.

County owns a county-wide network of communications towers along with communication buildings and associated facilities, which includes, but is not limited to, such things as the utilities entering associated properties located throughout the County of Sauk, State of Wisconsin. Collectively these items will hereinafter be referred to as the "Tower Sites" or "Towers" and are described in Attachment A. Lessee may be placing equipment and facilities on said Tower Sites that will be more fully described in Attachment B and hereinafter referred to as "Communication Equipment" or "Communication Facilities".

### 2. Communications Tower Space Lease Agreement.

The Agreement consists of 8 pages and Attachment A, Attachment B, Attachment C, and Attachment D. The Agreement and Attachments A through D constitute the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein, except to the extent that Lessee currently has one lease with Lessor at Lessor's Spring Green/Thuli Tower Site and this lease shall remain in full force and effect. Any amendments to this Agreement must be in writing and executed by both parties.

### 3. Effective Date.

This Agreement shall be effective on the date of full execution hereof as shown on the date line of the signature block ("Effective Date"). Beginning on the Effective Date and continuing until the end of the term as defined in Paragraph 4 below, Lessee shall be permitted entry to the Tower Sites for the purpose of placing and servicing the Communication Equipment.

### 4. Term.

The term of this Agreement shall commence upon the Effective Date, as defined in Paragraph 3 above and shall continue in effect for a ten (10) year term ("Initial Term") unless otherwise terminated as provided within this Agreement. Lessee shall have the right to extend the term for one (1) additional five (5) year term on the same terms and conditions stated within this Agreement, except that the payment schedule listed in Attachment D will be modified in accordance to the fee schedule contained in Attachment C. In order for this Agreement to renew, Lessee shall provide Notice to the County of its intention to renew within six (6) months of the expiration of the Initial Term. Upon receipt of said Notice, the County shall have sixty (60) days to reject the Lessee's intention to renew. If the County does not reject the Lessee's intention to renew, the Agreement will be extended for another five (5) year term.

### 5. Use.

From and after the Effective Date, the Tower Sites may be used by the Lessee for any lawful activity in connection with the operation of the Lessee's Communication Equipment. If applicable,

copies of the licenses for Communication Equipment shall be provided to the County prior to said equipment being placed onto the Tower Sites.

6. Facilities; Utilities; Access.

County can provide ground space of 50 square feet (5 foot by 10 foot area) at each Tower Site if requested as part of Attachment B. The County may not have communications shelter space available for rent at the Tower Sites. Lessee shall be responsible for making all necessary site preparations and utility connections to its Communication Facilities and shall be responsible for all costs associated with the installation and ongoing billings for such utilities, including any backup systems. Lessee must provide access to any such Communication Facility to the County. The County is the controlling party at the Tower Sites and shall have access to all facilities at the Tower Sites, including the Communications Facilities of the Lessee, should any sort of problem (i.e. emergency, fire, homeland security issue, damage, etc.) arise.

- (a) All construction and installation work performed at the Tower Sites shall be coordinated with the County contact(s) noted within this Agreement. No work shall commence at any Tower Site until the County contact(s) has completed a walk through with the Lessee.
- (b) Lessee shall have the right to remove all Communication Equipment and Facilities installed by the Lessee at its sole expense on or before the expiration, or earlier termination, of this Agreement in accordance with the terms specified within this Agreement. Lessee shall be responsible to repair any damage to the Tower Sites caused by Lessee; such damages shall be determined by the County in its reasonable discretion. Should the Lessee fail to properly repair any damages to Tower Sites caused by Lessee, the County shall be entitled to make repairs to such damage and Lessee shall be responsible for payment of the reasonable cost of such repairs plus 5%. Upon termination or expiration of this Agreement, the Lessee shall remove all Communication Equipment from the Tower Sites within sixty (60) days of the date of termination and Lessee shall repair the premises to substantially the condition in which it existed upon start of lease, reasonable wear and tear excepted.
- (c) Lessee, Lessee's employees, agents and contractors shall have reasonable access to each Tower Site without notice to County twenty-four (24) hours a day, seven (7) days a week, at no charge. County grants to Lessee, and Lessee's agents, employees and contractors, a non-exclusive right of pedestrian and vehicular ingress and egress to the Tower Sites. The County grants to Lessee, and Lessee's agents, employees and contractors, a non-exclusive right to that portion of the County-owned communications building where the Lessee's Communications Equipment may be placed.
- (d) County shall maintain all access roadways from the nearest public roadway to the Tower Sites in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. County shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways.
- (e) County shall be responsible for any repairs and/or maintenance the Tower Sites may require unless the need for such repairs and/or maintenance is due to Lessee's use of the Tower Sites. County further agrees that, in accordance with Paragraph 20 below, it shall be responsible for all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC").

- (f) In the event the Lessee desires to modify its equipment located at a Tower Site and/or in the County facilities in the future, Lessee must first obtain the prior written approval of the County after the completion of all necessary engineering. Such approval shall not be unreasonably withheld, conditioned or delayed, and all costs associated with such changes shall be at the expense of the Lessee. Lessee shall complete a Sauk County Tower Co-location Application form (Attachment B) with all desired modifications noted. Additionally, this Agreement will be reviewed at the time of any such changes, and costs associated with this Agreement will be adjusted appropriately in accordance with Attachment C.

7. Fee.

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

8. Interference.

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

9. Taxes.

Lessee shall be responsible for any and all taxes assessed to its communication system and Communication Facilities.

10. Waiver of Lessee's Lien Rights.

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

## 11. Termination and Default.

- (a) This Agreement may be terminated without further liability as follows:
- (i) By either party upon a breach of any covenant or term hereof by the other party, which breach is not cured within sixty (60) days of receipt of written notice of breach, except that this Agreement shall not be terminated if the breach cannot reasonably be cured within such sixty (60) day period and the breaching party has commenced to cure the breach within such sixty (60) day period and diligently pursues the cure to completion; or by County if County is unable to occupy and utilize the premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or
  - (ii) By County if any environmental report for the property reveals the presence of any Hazardous Material after the Term Commencement Date; or
  - (iii) If at some point in the future, it becomes unnecessary or undesirable for the County to continue to operate and maintain any of the Towers, the County shall provide one hundred and twenty (120) days' notice of its intent to discontinue maintenance and operation of a Tower and terminate this Agreement for convenience and without any liability for damages to the Lessee. Upon such notice, the Lessee shall remove its equipment from the Tower within the one hundred and twenty (120) day period.
  - (iv) The County shall have the right to terminate this Agreement after five (5) years, if the fee payments are fifty (50) percent less than those payments laid out in the anticipated payments set forth in Attachment D. The County shall have six (6) months within which to give notice to the Lessee of its intent to terminate the Agreement. Lessee shall have sixty (60) days to either accept the termination or request that this Agreement be converted into an agreement with a monthly fee per Attachment C.
- (b) This Agreement will be considered in default as follows: If the fee is not received by the County within sixty (60) days of the date that it is due (as described in Attachment D and Paragraph 7.), the Lessee shall be considered to be in default of this Agreement. The County shall provide the Lessee Notice of Default. Once a Notice of Default has been received, the Lessee shall have thirty (30) days to cure the default in full as stated in the Notice. If the default is not cured, the County shall have the right to remove the Lessee's Communication Equipment and/or immediately terminate this Agreement. The County shall provide notice of the termination of this Agreement and removal of the equipment. Lessee shall be responsible for statutory interest on payments not made as well as costs and attorney's fees required to enforce the provisions of this section.

## 12. Destruction or Condemnation.

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

## 13. Insurance.



County, at County's sole cost and expense, shall procure and maintain on each Tower Site and on the County facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with County's use of the Tower Sites, all as provided for herein. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Communication Equipment and on the Tower Sites, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and per Tower Site. Such insurance shall insure, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use, occupancy and maintenance of the property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph at the beginning of this lease and upon request. Lessee shall have the right to self insure any and all coverage's to the limits required.

14. Waiver of Subrogation.

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

15. Liability and Indemnity.

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

16. Assignment and Subletting.

Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in any of the Tower Sites without the prior written consent of the County; such consent shall not be unreasonably withheld. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Lessee's obligations herein. County may assign this Agreement, which assignment shall be evidenced by written notice to Lessee within a reasonable period of time thereafter, provided that the assignee assumes all of Lessor's obligations herein. Lessee may not sublet any portion of the interest or property leased in this Agreement. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

17. Warranty of Title and Quiet Enjoyment.

Lessor warrants that:

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

18. Hazardous Material.

- (a) As of the Effective Date of this Agreement:
  - (i) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Tower Sites in violation of any Environmental Law (as defined below), and
  - (ii) Lessor hereby represents and warrants that:
    - a. It has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Tower Sites in violation of any Environmental Law;
    - b. No notice has been received by or on behalf of Lessor, and Lessor has no knowledge that notice has been given to any predecessor owner or operator of the Tower Sites by any governmental entity or any person or entity claiming any violation of, or requiring compliance with, any Environmental Law for any environmental damage in, on, under, upon or affecting the Tower Sites; and
    - c. It will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Tower Sites in violation of any Environmental Law.
- (b) Without limitation of Paragraph 15, Lessee and County shall each indemnify, defend and hold the other harmless from and against all Losses arising from:
  - (i) Any breach of any representation or warranty made in this Paragraph 18 by such party; and/or
  - (ii) Environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the Tower Sites by Lessee or Lessee's agents, employees or contractors, and in the case of County, from the ownership or control of, or operations in or about, the Tower Sites by County or County's predecessors in interest, and their respective agents, employees, contractors, County, guests or other parties. The duties described in this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.
- (c) "*Hazardous Material*" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or

material which constitutes a threat to health, safety, property or the environment or which has been, or is in the future, determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

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

19. Miscellaneous.

- (a) Both parties represent and warrant that their use of the Tower Sites and their personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.
- (b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Sauk County:	Lessee:
Sauk County 510 Broadway Baraboo, Wisconsin 53913 Attn: Timothy R. Stieve Phone: (608) 355-3200	Bug Tussel Wireless, LLC 130 East Walnut Street, Suite 509 Green Bay, WI 54301 Attn Steve J. Schneider 920-202-2390

Lessee or County may from time to time designate any other address for this purpose by written notice to the other party.

- (e) This Agreement shall be governed by the laws of the State of Wisconsin.
- (f) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

- (g) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.
- (h) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- (i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. Marking and Lighting Requirements.

County shall be responsible for compliance with all marking and lighting requirements of the FAA and the FCC. Should County be cited because any Tower Site is not in compliance with such marking and/or lighting requirements and should County fail to cure the conditions of noncompliance, Lessee may either terminate this Agreement with respect to the non-compliant Tower Site only or proceed to cure the conditions of noncompliance at County's expense.

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

SAUK COUNTY

Bug Tussel Wireless

Martin F. Krueger  
(Signature)

[Signature]  
(Signature)

MARTIN F. KRUEGER  
(Print Name)

Steven J. Schneider  
(Print Name)

SAUK Co. BOARD CHAIRPERSON  
(Title)

President / CEO  
(Title)

06/19/09  
(Date)

6/18/09  
(Date)

\_\_\_\_\_  
(Tax ID #)

\_\_\_\_\_  
(Tax ID #)

## **ATTACHMENT D**

### **TOWER LEASE AND DARK FIBER PAYMENT SCHEDULE**

Bug Tussel Wireless, LLC ("Lessee") will be leasing space on multiple Tower Sites and Fiber. An estimated Lease Payment Schedule for all towers has been developed that incorporates the payment terms for the Tower Sites and Fiber leased as part of the Agreement. The Tower Sites leased by Lessee as part of this Agreement are set forth in Attachment A.

Due to the capital investment being made by Lessee and Hilbert, and the services they will be providing to the citizens of Sauk County, Sauk County hereby agrees to allow Lessee to make reduced payments for access to the Tower Sites and Fiber at the outset of the Agreement.

It is estimated that Lessee will pay Sauk County a sum of \$2,573,092.00 for use of the Tower Sites and Fiber during the Initial Term of the Agreement, assuming that its projections are achieved. Lessee's fee to the County for the use of the Tower Sites and the Fiber shall be 5% of the total gross revenue from Mobile Wireless service and Retail Broadband service derived from the Tower Sites and 10% of the total gross revenue from Fiber Transport up to the projected payments as shown on page 2 and page 3 of Attachment D. Page two (2) and page three (3) of this Attachment D demonstrates the estimated payments Lessee is projecting to pay Sauk County for the Initial Term of the Agreement.

Lessee will provide verified accounting information to Sauk County on a quarterly basis in the months of January, April, July & October of each year with the first report being due in *January of 2010*. Representatives from Hilbert Communications may be required to attend multiple County Board Committee meetings during these months as well to present the accounting information.

END OF PAGE ONE OF ATTACHMENT D

**Hilbert Communications, LLC**  
**Sauk County Target Revenue and Subscriber Statistics**  
**Exhibit to Agreement**

<u>Year</u>	<u>Anticipated Revenue</u>	<u>Retail Broadband Subscribers</u>	<u>Mobile Wireless Subscribers</u>	<u>Fiber optic Circuits</u>
2009	2,023	100	0	0
2010	30,253	700	50	6
2011	58,475	1,400	200	8
2012	125,280	3,000	600	14
2013	174,550	4,000	1,100	20
2014	226,321	5,000	1,700	26
2015	280,493	6,000	2,400	32
2016	333,465	7,000	3,200	33
2017	388,837	8,000	4,100	34
2018	446,611	9,000	5,100	35
2019	506,784	10,000	6,200	36
<b>TOTAL</b>	<b>2,573,092</b>	<b>10,000</b>	<b>6,200</b>	<b>36</b>

Each quarter, Hilbert Communications will provide a certified accounting of revenues and commissions due to Sauk County in the following format:

Period Covered:

Third Quarter 2009

Number of Retail Broadband Subscribers:

400

Number of Mobile Wireless Subscribers:

0

Number of Fiber optic Circuits:

7

Revenue from Retail Broadband Subscribers:

16,800

Revenue from Mobile Wireless Subscribers:

0

Revenue from Fiber optic Circuits:

5,348

5 (five) percent of retail broadband subscribers:

840

5 (five) percent of mobile wireless subscribers

0

10 (ten) percent of fiber optic circuits

535

**TOTAL DUE TO SAUK COUNTY**

**1,375**

## DARK FIBER LEASE AGREEMENT

THIS DARK FIBER LEASE AGREEMENT ("Agreement") is dated as of June 18, 2009, by and between Sauk County, a political subdivision of the State of Wisconsin, ("County" or "Lessor") and, SpiraLight Network, LLC, a Wisconsin Limited Liability Company ("Lessee") and a wholly owned affiliate of Hilbert Communications, LLC, a Wisconsin Limited Liability Company ("Hilbert").

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

### 1. Dark Fiber.

County owns, operates on and maintains a 146.98 mile, 96 strand fiber optic cable loop (the "Fiber") between the County's emergency communications towers (the "Towers"). One buffer tube (buffer tube 7) has been set aside for splicing between the Towers, specifically fiber strand numbers 73 through 84. For this lease the Lessee requests to splice into the Fiber on Leg 1, from the Sauk City Tower to the Tower Road Tower, specifically at Leg 1 - vault 12 (CTH Z just east of Hwy 12). Lessee will be provided four (4) strands of fiber, specifically strand numbers ~~73, 74, 75 & 76~~ 85, 86, 87, 88 on the entire Fiber network which is the equivalent of 587.92 miles of fiber.

### 2. Effective Date.

This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the end of the term as defined in Paragraph 3 below.

### 3. Term.

The term of Lessee's tenancy hereunder shall commence upon the Effective Date, as defined in Paragraph 2 above and shall continue in effect for a ten (10) year term ("Initial Term") unless otherwise terminated as provided within this Agreement. Lessee shall have the right to extend the term for one (1) additional five (5) year term on the same terms and conditions stated within this Agreement except that the fees shall be modified according to the fee schedule, Attachment C and the fees will be the standard fees. In order for this Agreement to renew, Lessee shall provide Notice to the County of its intention to renew within six (6) months of the expiration of the Initial Term. Upon receipt of said Notice, the County shall have sixty (60) days to reject the Lessee's intention to renew. If the County does not reject the Lessee's intention to renew within said 60 day period, the Agreement will be extended for another five (5) year term.

### 4. Dark Fiber Lease Agreement

This Agreement consists of 6 pages and Attachment C, Attachment D, and Attachment F. The Agreement and Attachments C, D, & F constitute the entire agreement and understanding between the parties, and supersede all offers, negotiations, and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

### 5. Facilities; Access.

As part of this Agreement the County will lease dark fiber to the Lessee as noted in paragraph 1 above with the following conditions:

- (a) Lessee must adhere to Attachment F – Sauk County Fiber Lease Construction Guidelines.

- (b) All splicing and testing will be done by a Contractor selected by the County. The costs of the splicing and testing will be paid for by the Lessee as part of the set up fee. Test results will be made available to the Lessee.
- (c) The Lessee is responsible for notifying Diggers Hotline and waiting for a clear ticket before proceeding with any underground installation.
- (d) The Lessee is responsible for providing and installing the cable up to the County's vault location. The Lessee will not be allowed to enter the County's vault.
- (e) The Lessee's cable entry into County vaults will be performed by a Contractor selected by the County. Costs of the vault entry will be paid for by the Lessee as part of the set up fee.
- (f) The Lessee is responsible for providing all grounding as specified in Attachment F. If a locating pedestal is to be placed, its installation should coincide with the cable placement. The pedestal will be provided and placed by the Lessee and should not interfere with the opening and closing of the County's vault.
- (g) The Lessee will not be allowed into County vaults, splice closures or termination sites.
- (h) The Lessee will not be allowed to sublet the Fiber.
- (i) Lessee will be responsible for insurance on all equipment and facilities installed by the Lessee at/near each County vault. County will be listed as an additional insured on the Lessee's policy and a certificate of insurance will be provided to the County.
- (j) Lessee must coordinate any removal of its equipment with the County on or before the expiration or earlier termination of this Agreement in accordance with the terms specified within this Agreement.
- (k) Lessee shall be responsible to repair and restore the ground around the County vaults to its original shape. If the County determines that further repair is required to the vault locations, Lessee will be advised of repair needs and such repairs shall be completed within thirty (30) days or the County shall make repairs to such damage and Lessee shall be responsible for payment of the reasonable cost of such repairs plus 5%.
- (l) Upon termination of this Agreement, the Lessee shall remove all equipment and facilities within sixty (60) days of the date of termination and such removal shall be coordinated with the County. A restoration fee will be imposed to return the Fiber to its pre-splice condition; such fee will be based on a time and material basis plus 5% and shall be completed by a Contractor selected by the County.
- (m) County shall be responsible for any repairs and/or maintenance to the Fiber unless the need for such repairs and/or maintenance is due to Lessee's use of the Fiber. County further agrees that it will maintain an agreement with Vanguard or other such utility locating agency.
- (n) In the event the Lessee desires to modify its connection with the Fiber, Lessee must first obtain the prior written approval of the County. Such approval shall not be unreasonably withheld, conditioned or delayed, but the County may impose reasonable conditions and



restrictions to ensure that any additional changes do not interfere with the County's, or other Lessee's communications activities on the fiber. All costs associated with such changes shall be at the sole expense of the Lessee. This Agreement will be reviewed at the time of any such changes.

6. Fees.

For the Term of this Agreement the County shall receive from the Lessee the monthly lease fee as defined within Attachment D of this Agreement. There will be a one-time set-up fee and one-time restoration fee as outlined within this Agreement that will be billed based on a time and material basis plus 5% at the time that work is completed. Said set up fees shall not exceed \$2000 without the prior approval of Lessee.

7. Outages.

- (a) County shall not be held responsible or be subject to any billing for outages on the Fiber caused by any cuts, breakages or other such damage to the Fiber that is out of the control of the County.
- (b) If the County has a planned relocations of the Fiber for any reason that will cause an outage to the Lessee, the County shall provide at least seven (7) days notice prior to the start of any such relocation. If the relocation is of an emergency nature, the County will make notification as quickly as possible or within 24 hours. County will not be subject to any billing for outages associated with this relocation.

8. Taxes.

Lessee shall be responsible for any and all taxes assessed to its use of the Fiber and the installation of its equipment.

9. Waiver of Lessee's Lien Rights.

Lessee waives any lien rights it may have concerning the County communication facilities, all of which are deemed County's personal property and not fixtures. Lessee shall provide lien waivers to the County if Lessee contracts for the performance of any work or for the delivery of any materials related to the Fiber or related communications.

10. Termination and Default.

- (a) This Agreement may be terminated without further liability as follows:

- (i) By either party upon a breach of any covenant or term hereof by the other party, which breach is not cured within sixty (60) days of receipt of written notice of breach, except that this Agreement shall not be terminated if the breach cannot reasonably be cured within such sixty (60) day period and the breaching party has commenced to cure the breach within such sixty (60) day period and diligently pursues the cure to completion; or by County if County is unable to occupy and utilize the premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or
- (ii) If at some point in the future it becomes unnecessary or undesirable for the County to continue to operate and maintain any of the Towers, the County shall provide one hundred and twenty (120) days' notice of its intent to discontinue maintenance and operation of a Tower and terminate this Agreement for convenience and without any liability for damages to the Lessee. Upon such notice, the Lessee shall remove its equipment from the Tower within the one hundred and twenty (120) day period.

- (iii) The County shall have the right to terminate this Agreement after five (5) years if the fee payments are fifty (50) percent less than the anticipated payments set forth in Attachment D. The County shall have six (6) months within which to give notice to the Lessee of its intent to terminate the Agreement. Lessee shall have sixty (60) days to either accept the termination or request that this Agreement be converted into an agreement with a fee schedule per Attachment C.
- (b) This Agreement will be considered in default as follows: If the fee is not received by the County within sixty (60) days of the date that it is due (as described in Attachment D and Paragraph 6), the Lessee shall be considered to be in default of this Agreement. The County shall provide the Lessee Notice of Default. Once a Notice of Default has been received, the Lessee shall have thirty (30) days to cure the default in full as stated in the Notice. If the default is not cured, the County shall have the right to remove the Lessee's Communication Equipment and/or immediately terminate this Agreement. The County shall provide notice of the termination of this Agreement and/or removal of the Lessee's equipment. Lessee shall be responsible for statutory interest on payments not made as well as costs and attorney's fees required to enforce the provisions of this section.

#### 11. Insurance.

- (a) Lessee, at Lessee's sole cost and expense, shall procure and maintain insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Fiber, all as provided for herein.
- (b) The County shall be named as an additional insured on Lessee's policy. A certificate of insurance evidencing the coverage required by this paragraph shall be provided upon request and on the Effective Date. Lessee shall have the right to self insure any and all coverage's to the limits required.

#### 12. Waiver of Subrogation.

Lessee and County release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the property or the premises or to the County facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessee and County shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessee nor County shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 11.

#### 13. Liability and Indemnity.

Lessee and County shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the property. The duties described in this Paragraph 13 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

14. Assignment and Subletting.

Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Fiber without the prior written consent of the County; such consent shall not be unreasonably withheld. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Lessee's obligations herein. County may assign this Agreement, which assignment shall be evidenced by written notice to Lessee within a reasonable period of time thereafter, provided that the assignee assumes all of County's obligations herein. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

15. Warranty of Title and Quiet Enjoyment.

County warrants that the County owns the Fiber in fee simple and has rights of access thereto and the Fiber is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date.

16. Repairs.

Lessee shall be responsible to repair any damage to the Fiber, property, or premises caused by Lessee; such damages shall be determined by the County in its reasonable discretion. Should the Lessee fail to properly repair any damages to the Fiber, property, or premises caused by Lessee, the County shall be entitled to make repairs to such damage and Lessee shall be responsible for payment of the reasonable cost of such repairs plus 5%. Upon termination or expiration of this Agreement, Lessee shall repair the premises to substantially the condition in which it existed upon start of lease, reasonable wear and tear excepted.

17. Miscellaneous.

- (a) Both parties represent and warrant that their use of the fiber and their personal property attached to the fiber is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.
- (b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Sauk County  
510 Broadway  
Baraboo, Wisconsin 53913  
Attn: Timothy R. Stieve  
Phone: (608) 355-3200

SpiraLight Network, LLC  
130 E. Walnut Street, Suite 509  
Green Bay, Wisconsin 54301  
Attn: Steven J. Schneider  
Phone:

- (e) Lessee or County may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.
- (f) This Agreement shall be governed by the laws of the State of Wisconsin.
- (g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- (h) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.
- (i) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.
- (j) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (k) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

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

SAUK COUNTY

SPIRALIGHT NETWORK, LLC

Martin F. Krueger  
(Signature)

Steven J. Schneider  
(Signature)

MARTIN F. KRUEGER  
(Print Name)

Steven J. Schneider  
(Print Name)

SAUK CO. BOARD CHAIRPERSON  
(Title)

President / CEO  
(Title)

06/19/09  
(Date)

6/18/09  
(Date)

\_\_\_\_\_  
(Tax ID #)

\_\_\_\_\_  
(Tax ID #)

## ATTACHMENT D

### TOWER LEASE AND DARK FIBER PAYMENT SCHEDULE

Bug Tusse Wireless, LLC ("Lessee") will be leasing space on multiple Tower Sites and Fiber. An estimated Lease Payment Schedule for all towers has been developed that incorporates the payment terms for the Tower Sites and Fiber leased as part of the Agreement. The Tower Sites leased by Lessee as part of this Agreement are set forth in Attachment A.

Due to the capital investment being made by Lessee and Hilbert, and the services they will be providing to the citizens of Sauk County, Sauk County hereby agrees to allow Lessee to make reduced payments for access to the Tower Sites and Fiber at the outset of the Agreement.

It is estimated that Lessee will pay Sauk County a sum of \$2,573,092.00 for use of the Tower Sites and Fiber during the Initial Term of the Agreement, assuming that its projections are achieved. Lessee's fee to the County for the use of the Tower Sites and the Fiber shall be 5% of the total gross revenue from Mobile Wireless service and Retail Broadband service derived from the Tower Sites and 10% of the total gross revenue from Fiber Transport up to the projected payments as shown on page 2 and page 3 of Attachment D. Page two (2) and page three (3) of this Attachment D demonstrates the estimated payments Lessee is projecting to pay Sauk County for the Initial Term of the Agreement.

Lessee will provide verified accounting information to Sauk County on a quarterly basis in the months of January, April, July & October of each year with the first report being due in *January of 2010*. Representatives from Hilbert Communications may be required to attend multiple County Board Committee meetings during these months as well to present the accounting information.

END OF PAGE ONE OF ATTACHMENT D

**Hilbert Communications, LLC**  
**Sauk County Target Revenue and Subscriber Statistics**  
**Exhibit to Agreement**

<u>Year</u>	<u>Anticipated Revenue</u>	<u>Retail Broadband Subscribers</u>	<u>Mobile Wireless Subscribers</u>	<u>Fiber optic Circuits</u>
2009	2,023	100	0	0
2010	30,253	700	50	6
2011	58,475	1,400	200	8
2012	125,280	3,000	600	14
2013	174,550	4,000	1,100	20
2014	226,321	5,000	1,700	26
2015	280,493	6,000	2,400	32
2016	333,465	7,000	3,200	33
2017	388,837	8,000	4,100	34
2018	446,611	9,000	5,100	35
2019	506,784	10,000	6,200	36
<b>TOTAL</b>	<b>2,573,092</b>	<b>10,000</b>	<b>6,200</b>	<b>36</b>

Each quarter, Hilbert Communications will provide a certified accounting of revenues and commissions due to Sauk County in the following format:

Period Covered:

Third Quarter 2009

Number of Retail Broadband Subscribers:

400

Number of Mobile Wireless Subscribers:

0

Number of Fiber optic Circuits:

7

Revenue from Retail Broadband Subscribers:

16,800

Revenue from Mobile Wireless Subscribers:

0

Revenue from Fiber optic Circuits:

5,348

5 (five) percent of retail broadband subscribers:

840

5 (five) percent of mobile wireless subscribers

0

10 (ten) percent of fiber optic circuits

535

TOTAL DUE TO SAUK COUNTY

1,375

RESOLUTION NO. 78 - 2019

**AUTHORIZATION TO CONTRACT WITH JOHNSON CONTROLS TO COMPLETE  
EMERGENCY REPAIR TO THE CHILLER UNIT #1 AT THE WEST SQUARE  
ADMINISTRATION BUILDING**

The boilers and chillers located in the West Square basement are heating and cooling plants for both the Courthouse and West Square Administration building. Chiller unit #1 has ceased to operate. The chiller has been diagnosed by Johnson Controls and verified by an electric motor service company that the main motor on chiller #1 has experienced a major failure. In order to replace the motor, chiller #1 will require a full teardown of the unit to remove and replace the motor. The Building Services Facilities Director requested a cost to replace the motor and rebuild the chiller from Johnson Controls, and to execute these repairs as quickly as possible. The cost for replacing motor and rebuilding of the chiller is \$83,375.

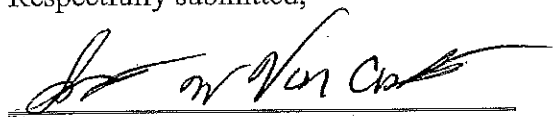
Fiscal Impact: ☐ None ☐ Budgeted Expenditure ☒ Not Budgeted

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the Building Services Facility Director is hereby authorized to sign the contract with Johnson Controls for replacing the motor and rebuilding chiller #1 in the West Square Administration building at a cost of \$83,375; and,

**BE IT FURTHER RESOLVED**, that the Buildings Services Facilities Director is hereby authorized to approve change orders for any potential unforeseen conditions and so long as change orders for each contracted portion of the project do not exceed 15% of the original contracted price and sufficient budgeted funds are available in the 2019 Building Services Capital Outlay budget to pay the change order cost increases.

For consideration by the Sauk County Board of Supervisors on July 16, 2019.

Respectfully submitted,

  
SCOTT VON ASTEN, CHAIR

  
SHANE GIBSON

  
JEAN BERLIN

  
WILLIAM HAMBRECHT

  
CARL GRUBER

**FISCAL NOTE:** Money for this repair will be taken from the Building Services Outlay budget as some projects will not be completed in 2019 but will be planned for in the 2020 Building Services Budget

**MIS NOTE:** No MIS impact.

RESOLUTION NO. 76 - 2019

**AUTHORIZATION TO CONTRACT WITH JOHNSON CONTROLS TO COMPLETE  
EMERGENCY REPAIR TO THE CHILLER UNIT #1 AT THE WEST SQUARE  
ADMINISTRATION BUILDING**

**Chiller Pricing breakdown**

Johnson Controls

\$83,375.00

Trane

Did not want to provide a bid due to current service contract with  
Johnson Controls



RESOLUTION NO. 79 - 2019

ADOPTING AN INTERIM SAUK COUNTY NON-PROFIT AGENCY  
FUNDING PROGRAM

**Background:** In recent years, the Sauk County Board has been funding outside agency requests through the annual budget process. This is a process that has excluded participation from any outside agency that may not be aware Sauk County will consider funding programs that may be beneficial to providing essential services to the residents of Sauk County.

On November 13, 2018 a motion was unanimously adopted by the Sauk County Board of Supervisors lay on the table and refer to the Finance Committee and Executive & Legislative (E&L) Committee a motion to adopt a financial policy that any outside agency receiving more than \$20,000 in county funds provide a quarterly report to the Sauk County Board. Based on input received at a subsequent E&L Committee meeting, the County Coordinator put forward an amended policy that addressed the question and developed a grant process. The Finance Committee has not adopted that proposal.

The Sauk County board has a fiduciary responsibility to the taxpayers of Sauk County. The existing process, while well intentioned, does not include a process of ensuring that such funds are distributed and handled in a fiscally responsible manner that meets the county's fiscal mission and budget policies. The proposed resolution sets forth a procedure for adoption during the 2020 budget cycle. This proposal is not intended to be a permanent rule change or fiscal policy at this time. The intent of this interim program is to test a method of funding outside agency requests in a manner that is more consistent with traditional grant processes generally recognized by multiple local, county, state, and federal agencies.

This plan would give the county board an opportunity to attempt a more formal grant process and to learn from this experience to see if this is a viable process for Sauk County to consider adopting in the future. If this process is deemed to be successful, it could be laid before the 2020-2022 Sauk County Board as a permanent program either through a change to the rules of the board or through the county's fiscal policy.

Fiscal Impact: ☒ None   ☐ Budgeted Expenditure   ☐ Not Budgeted

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the attached "Interim Sauk County Non-Profit Agency Funding" program be adopted for the fiscal 2020 year along with the attached grant application. An evaluation of this program will be provided to the Sauk County Board by the County Coordinator for consideration no earlier than the April 21, 2021 organizational meeting but prior to the beginning of the 2021 budget process.

For consideration by the Sauk County Board of Supervisors on July 16, 2019

**Fiscal Note:** No fiscal impact.

**MIS Note:** No information systems impact.

# **INTERIM SAUK COUNTY OUTSIDE AGENCY FUNDING PROGRAM**

## **PURPOSE**

The purpose of this interim program is to set forth parameters and establish guidelines for the funding of nonprofit agencies.

## **PROGRAM STATEMENT**

Sauk County is committed to providing financial assistance to those nonprofit agencies which assist the Sauk County government in carrying out its mission "to provide essential services to the residents of Sauk County in a fiscally responsible manner that promotes safety, economic development, and stewardship of natural resources while encouraging the development of cultural, social, and community values that enhance human dignity".

## **NONPROFIT AGENCY ELIGIBILITY FOR COUNTY FUNDS**

It shall be the policy of this program to consider providing assistance to nonprofit agencies meeting the criteria detailed below:

1. Eligibility Requirements: All nonprofits shall verify their nonprofit status by submitting an IRS tax exempt letter confirming 501(c)(3) status, an IRS 990 form and a current corporate registration credential with the Wisconsin Department of Financial Institutions. Additionally, nonprofit organizations must not have their registration suspended or have overdue federal, state, or county taxes.
2. Accountability Nonprofit agencies shall adhere to accountability standards set by the County Coordinator and as required by law. Compliance with these standards is a criterion for funding. These standards include but are not limited to:
  - a. Complying with all financial requirements including the submission of financial statements or audits as specified by the contract
  - b. Complying with program performance measurement requirements including submission of Performance Reports.
  - c. Complying with all other terms of the contract including meeting all deadlines.
3. Funding Eligibility:
  - a. A nonprofit agency must have operated for two years as of the application deadline.
  - b. Nonprofit agencies may not use a funding agent or other third party arrangement to meet program requirements for eligibility.
  - c. Only one application per agency will be considered each year.
  - d. Grants are for programmatic expenses (items recognized under Generally Accepted Accounting Practices –GAAP –as operating costs).
  - e. The County will not fund the purchase, maintenance, or repair of capital assets with a value in excess of \$5,000 or a useful life greater than three years.

## **APPLICATION AND FUNDING PROCEDURE**

1. The Finance Committee will make nonprofit grant funding allocation recommendations in the Proposed Annual Budget to the Board of Supervisors.
2. The Board of Supervisors will approve final funding allocations for Non-profit grant funding when the Annual Operating Budget is adopted.

3. A public notice of availability of funding and information for applying will be advertised by the Finance Committee no later than December 1<sup>st</sup> prior to the funding year with an application deadline of December 31, 2019. A copy of the application will be available on Sauk County's website.
4. A completed County nonprofit funding application is required, along with all required documentation by the advertised deadline. Completed applications received after the published deadline will be deemed ineligible for that year.
5. The finance committee or county coordinator shall review the applications and make recommendations for each grant for full county board approval.
6. Applicants may be notified of the final funding amount as early as January 31, 2020, but no later than February 28, 2020.
7. A revised scope of work and budget reflecting the final award amount may be necessary of nonprofit agencies who do not receive their full grant funding request prior to contract execution.
8. An agency awarded nonprofit program funds must accept the funds by completion of a contractual agreement which must be signed by the nonprofit agency and the County Coordinator.
9. The contractual agreement and other contract requirements must be signed by the agency and received by the County Coordinator no later than June 30, 2020 of the fiscal year funds are awarded. Failure to comply with this date will result in funding awards being withdrawn.
10. The consideration, award and funding of any non-profit agency shall be carried out in a manner consistent with the Code of Ethics for Sauk County.
11. Any dollars not awarded because of a lack of applicants and/or approved grant applications shall not be carryforward to the next fiscal year.
12. All nonprofit agencies shall have 12-months to complete the grant from the date of acceptance. Any dollars not allocated and spent during the county's fiscal year shall be carried-forward into the next fiscal year.
13. Any monies not spent by the nonprofit agency during the 12-month grant period shall be returned to Sauk County and placed into the general fund balance for consideration by the finance committee for nonprofit grant funding allocations in the next fiscal year.

#### **GRANT REPORTING AND MONITORING**

1. Each funded agency with funding in excess of \$20,000 will submit a quarterly financial report and a quarterly progress report. These reports describe progress towards program outcomes and require a financial report detailing expenditures signed by the agency's Executive Director.
2. Agencies are required to maintain detailed back-up documentation of expenditures, available for review by county staff upon request. Failure to comply with these reporting requirements may jeopardize county funding.

# Sauk County Outside Agency Grant Application FY 2020

## NONPROFIT AGENCY INFORMATION

Agency Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

Agency Director: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Accountant/CPA: \_\_\_\_\_ Phone : \_\_\_\_\_

Firm (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

- ☐ IRS 501(c)3 status (attach letter)
- ☐ IRS 990 form (attach most recent)
- ☐ WI DFI Corporate Registration Credential (attach copy)

## SERVICES TO BE PROVIDED

- ☐ AGING
- ☐ DISABILITY SERVICES
- ☐ EDUCATION
- ☐ HOUSING SERVICES
- ☐ PUBLIC HEALTH
- ☐ PUBLIC SAFETY
- ☐ TRANSPORTATION
- ☐ VETERANS' SERVICES
- ☐ YOUTH SERVICES
- ☐ OTHER COUNTY SERVICE \_\_\_\_\_

AMOUNT REQUESTED: \_\_\_\_\_

# Sauk County Outside Agency Grant Application

## FY 2020

Agency Name: \_\_\_\_\_

### **AGENCY MISSION STATEMENT:**

### **PROGRAM DESCRIPTION:**

Briefly describe the program for which funds are being requested. The narrative should include the need or problem to be addressed in relationship the population to be served or within the scope of the county's mission and goals.

# Sauk County Outside Agency Grant Application

## FY 2020

Agency Name: \_\_\_\_\_

### DESIRED PERFORMANCE MEASURES

What are the intended measurable outputs or outcomes that would be achieved with this funding?

Program Performance Measure Number of clients served, workshops or events held, volunteer hours, etc. (be specific).	Projected Results

### PROGRAM BUDGET

#### **REVENUE**

Please list the other revenue sources/support your organization receives for this this project (not the entire organization's revenue if not applicable to this request).

Revenue Source	Amount
<b>Total Revenues</b>	<b>\$</b>

#### **EXPENSES**

Please enter the total projected budget for this project (not entire organization expense if not applicable to this request). Examples of expenditure items: PERSONNEL (lump together all personnel and benefits), OPERATING COSTS (supplies, equipment, rents, insurance, etc. as attributed to the cost of this program).

Expenditure	Amount
<b>Total Expenditures</b>	<b>\$</b>

# Sauk County Outside Agency Grant Application

## FY 2020

Agency Name: \_\_\_\_\_

### CERTIFICATION

If awarded a grant, all funding will benefit only Sauk County residents.

If awarded a grant from Sauk County, I (we) understand and will comply with the requirement to submit a year-end grant report within 60 days of the completion of the grant. If required to do so (grants in excess of \$20,000), we will also supply quarterly financial reports of the grant's status within 45 days of each quarterly deadline as determined by the grant start date.

\_\_\_\_\_  
Application/Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date