

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

**COMMITTEE:** SAUK COUNTY BOARD OF SUPERVISORS  
**DATE:** TUESDAY, JULY 21, 2020  
**TIME:** 6:00 PM  
**PLACE:** ROOM 326, WEST SQUARE BUILDING, 505 BROADWAY, BARABOO, WI

This meeting is open to the public. However, in light of the COVID-19 pandemic, members of the public may wish to watch the meeting on streaming video which can be found on the County's webpage at <https://www.co.sauk.wi.us/meetings>. No one should attend the meeting if they are experiencing COVID- or flu-like symptoms, have a fever, sore throat or recently experienced a loss of taste or smell. Masks are encouraged but not required. Social distancing of 6 feet is required.

**5:45 PM – 6:00 PM: SUPERVISOR TRAINING**

*Notice is hereby given that the new members of the Sauk County Board of Supervisors have been invited to attend a training session for the County Board Room meeting equipment prior to the regular meeting of the County Board. Although a quorum of the County Board may be present during the training session, it will not be used for any other County business except instructing County Board Supervisors how to operate the meeting equipment. Supervisors attending the training session will not discuss or take any action on any County business during the training session period.*

**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 previous meeting.
- 6) General Consent Agenda Items.

**LAW ENFORCEMENT & JUDICIARY COMMITTEE:**

Resolution 94-2020 Resolution Honoring Brenda Schultz For Over 34 Years Of Service To The People Of Sauk County. (Page 4)

- 7) Scheduled Appearances.
  - a. Morgan Mc Arthur, Community Development Educator, UW-Madison Extension; Julia Randles, Executive Director at St. Clare Health Care Foundation, re: 2020 SCIL Graduate Class – Sauk County Institute of Leadership (SCIL).
- 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 Vice Chair.
- 9) Communications. *(All communications are attached to Granicus)*
  - a. 06/18/2020 Letter from Dennis J. Laufenberg, re: Veteran's Service Office.
  - b. 06/10/2020 Letter from Kurt R. Muchow, Vierbicher, re: Village of Rock Springs- Creation of Tax Increment District No. 2.
  - c. 06/22/2020 Email from Nancy Peidelstein, re: Please encourage masks and social distancing.
  - d. 06/30/2020 Letter from DNR, re: Stewardship Grant Notification.
  - e. 07/13/2020 Email forwarded from Supervisor White Eagle.
  - f. 07/09/2020 Email from Dr. Jeffrey Collins, M.D., re: Upcoming COVID-19 committee meeting.
  - g. 07/13/2020 Email from Carla Cross, re: Mandatory masks.
  - h. 07/12/2020 Email from Dan Anderson, re: Health Freedom.

- i. 07/13/2020 Email Jim & Ginny Maziarka, re: Mask Mandate in our community.
- j. 07/06/2020 Email from American Hospital Association.
- k. 07/13/2020 Email from Rustina Anderson, re: The need for careful consideration before mandating masks.
- l. 07/13/2020 Email from Sarah Chapman, re: No mandatory mask-wearing.
- m. 07/13/2020 Email from Matt Paske, re: Voluntary mask-wearing – Sauk County Board.
- n. 07/14/2020 Email from Naomi Denu, re: Opposition to Mandatory Mask Mandates.
- o. 07/14/2020 Email from Jamie Bernander, re: No mask mandate please.
- p. 07/14/2020 Email from Kim Hilario, re: No face mask mandate.
- q. 07/15/2020 Email from Betty Ast, re: Face Masks.
- r. 07/15/2020 Email from Lisa Nelson, Walmart Public Affairs, re: Walmart Mask Requirement for Customers Starts Monday, July 20.

10) Appointments.

SAUK COUNTY LIBRARY BOARD:

Carolyn Kotchi-Aslaksen, New Appointment, Citizen Member (filling unexpired term of Pat Andreessen)  
Term expiring 12/31/2021

BOARD OF ADJUSTMENT

Jamie Phephles, New Appointment, Citizen Member  
Ed Larsen, New Appointment, Citizen Member, Alternate  
James Boda, New Appointment, Citizen Member, Alternate  
3 year term – 07/21/2020 – 07/18/2023

11) Bills.

- a. Hiawatha Residence Hall invoice. (Pages 5-6)

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. Tim McCumber, County Board Chair - Report to the Sauk County Board of Supervisors, re: \$500.00 donation to Beyond Blessed Pantry from the Wisconsin Counties Association on behalf of the host county of the Annual WCA Conference.

16) Unfinished Business.

17) New Business.

*Possible Resolution-* Authorization To Purchase Three Infection Control Robotic Devices Utilizing Grant Funding.

**EXECUTIVE & LEGISLATIVE COMMITTEE:**

Resolution 95-2020.A Resolution Releasing Mortgages For David A. & Delores E. Leatherberry Living Trust.  
(Pages 7-22)

*Possible Resolution* 96-2020 Authorizing Re-Appropriation Of Awarded Community Development Block Grant- Close Funds. (Page 23)

Possible Resolution regarding The Issuance Of Face Masks Requirements Coming Under The Purview Of Local Municipalities Under Their Home Rule Authority.

**EXECUTIVE & LEGISLATIVE COMMITTEE AND FINANCE COMMITTEE:**

Resolution 97-2020 Transferring Contingency Funds To The 2020 Corporation Counsel Department Budget.  
(Page 24)

**EXECUTIVE & LEGISLATIVE COMMITTEE AND LAND RESOURCES & ENVIRONMENT COMMITTEE:**

Resolution 98-2020 Authorizing The Purchase Of Radio Equipment For The Land Resources And Environment Department. (Pages 25-26)

**FINANCE COMMITTEE:**

Resolution 99-2020 Authorizing Budget Amendments In Response To The COVID-19 Pandemic. (Pages 27-32)

**LAND RESOURCES AND ENVIRONMENT COMMITTEE:**

Ordinance 4-2020 An Ordinance Approving A Map Amendment (Rezoning) Of Lands In The Town Of Prairie Du Sac From A Single Family To An Agricultural District Filed Upon Bradley And Michelle Kraemer, Property Owners. (Pages 33)

**PERSONNEL COMMITTEE:**

Resolution 100-2020 Ratifying The 2020-June 30, 2021 Collective Bargaining Agreement Between Sauk County And The Wisconsin Professional Police Association (WPPA) L241- Sheriff's Department Sworn Unit. (Pages 34-38)

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,



Tim McCumber  
County Board Chair

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

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

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 16, 2020.

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

s:/admin/Co Bd Agendas/2020/ctybdagendaJULY2020 3

RESOLUTION NO. 94 - 2020

**RESOLUTION HONORING BRENDA SCHULTZ FOR OVER 34 YEARS  
OF SERVICE**

*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. Brenda Schultz faithfully served the people of Sauk County by providing over 12 years of service with the Clerk of Courts and over 22 years of service with the Sauk County Child Support Agency. Brenda has been an integral part of the Sauk County Child Support Agency and her kindness, knowledge, and dedication will be greatly missed.*

Fiscal Note: ☒ Not Required    ☐ Budget Expenditure    ☐ Not Budgeted  
Comments:

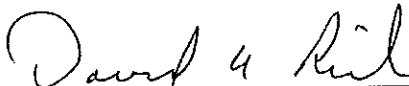
**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Brenda Schultz for over 34 years of faithful service to the people of Sauk County; and,


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

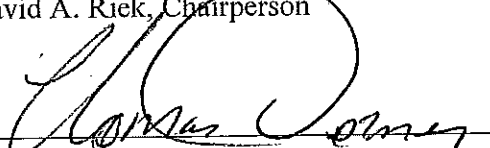
For consideration by the Sauk County Board of Supervisors on July 21, 2020.

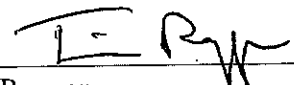
Respectfully submitted:

**LAW ENFORCEMENT & JUDICIARY COMMITTEE**

  
David A. Rick, Chairperson

  
John M. Deitrich, Vice Chairperson

  
Thomas Dorner

  
Tim Reppen

  
Kevin Schell

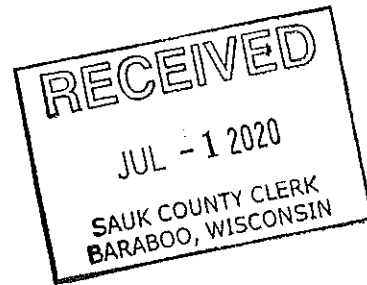
**Fiscal Note:** No impact.

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

## Becky Evert

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**From:** Mary Maniak <mary@hiawatha.ws>  
**Sent:** Wednesday, July 1, 2020 2:37 PM  
**To:** Becky Evert; Becky Evert  
**Subject:** Quarantine invoice  
**Attachments:** HRH\_Invoice\_20200630.pdf



Dear Clerk Evert,

Attached please find an invoice for expenses incurred by Hiawatha as a result of the County ordered quarantine. The invoice was initially submitted to Public Health Department and it was denied.

I feel the expenses should be reimbursed by the county and I am submitting the invoice as a claim.

**Mary Maniak**

General Manager



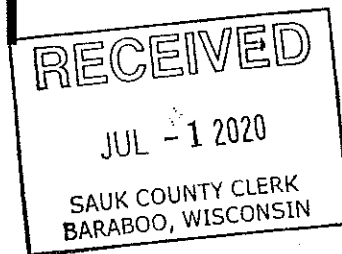
200 W. Hiawatha Drive | Wisconsin Dells, WI 53965

Phone: 608-253-0200 | Cell: 608-963-0973





## INVOICE



Date: June 30, 2020

Invoice for economic impact of Sauk County Public Health Department (SCPHD) Hiawatha Residence Hall  
Campus Isolation & Quarantine Order April 12, 2020-April 26, 2020.

Lost rent/unit cost due to SCPHD Order – 41 students, 2 weeks @ 75/week	\$ 6,150.00
Purchase of 2 Chromebooks for required daily resident contact @ \$150/each	\$ 300.00
Cell phone plan for required daily resident contact @\$50/each	\$ 200.00
Trailer fee for LC/student housed off-site 5/11 to 6/17 - 6 @ \$75/week	\$ 450.00

Lost rent/unit cost list

1102	TA	1126	JD	6113	SC
1103	IO	1127	SS	6115	AC
1105	JC	5111	WN	6117	EY
1107	RT	5113	RH	6123	TR
1109	JF	5113	RS	6209	RS
1111	ND	5202	OB	6212	MRO
1116	PR	5208	MPA	6220	NJ
1117	GW	5220	BTB	6301	WB
1118	LT	5302	MC	6303	JF
1119	CJ	6107	TB	6304	SN
1120	AT	6109	TF	6320	AA
1124	EH	6109	RM	6320	NRO
1124	GH	6111	SJ	6323	AC
1125	GR	6111	RJ		

TOTAL

\$ 7,100.00

200 W Hiawatha Drive  
Wisconsin Dells, WI 53965

RESOLUTION NO. 95 - 2020

**A RESOLUTION RELEASING MORTGAGES FOR THE  
DAVID A. & DELORIS E. LEATHERBERRY LIVING TRUST**

Pursuant to Wis Stat. § 295.12(3)(g) and codified in Wis. Admin. Code NR 135.40(4) and in Ch. 24 Sauk County Nonmetallic Mining Reclamation Ordinance, all operators of nonmetallic mining sites shall prepare and submit a proof of financial assurance for reclamation by a bond or alternate financial assurance. Alternate financial assurances may include, but are not limited to cash, certificates of deposit, irrevocable letters of credit, irrevocable trusts, established escrow accounts, demonstration of financial responsibility by meeting net worth requirements, or government securities.

The David A. & Deloris E. Leatherberry Living Trust operates a nonmetallic mine in the Town of Baraboo. Pursuant to Ch. 7 Sauk County Zoning Ordinance, the Sauk County Board of Adjustment approved a Special Exception Permit (SP-11-2013) to continue the operation of a nonmetallic mine for five (5) years on June 28, 2013. As a condition, SP-11-2013 included the requirement that financial assurance be secured for reclamation. This financial assurance took the form of a mortgage between 'Leatherberry' and 'Sauk County' in the amount of \$100,000 and was recorded as Document No. 1118114 attached hereto as Exhibit A. This mortgage was recorded with Sauk County's consent and approval.

Pursuant to Ch. 7 Sauk County Zoning Ordinance, the Sauk County Board of Adjustment approved a Special Exception Permit (SP-01-2019) to continue the operation of a nonmetallic mine for (5) years on January 24, 2019. As condition, SP-01-2019 included the requirement that financial assurance be secured for reclamation in a form that complies with Wisconsin Statutes, Administrative Code and Ch. 24 Sauk County Nonmetallic Mining Reclamation Ordinance. As deemed by the Wisconsin Department of Natural Resources mortgage is not considered a form of financial assurance that complies. A mortgage may be considered it is held by a financial institution to enable said institution to issue an irrevocable letter of credit. On June 20, 2019 a mortgage between 'Leatherberry' and 'Sauk County' in the amount of \$266,000 was recorded as Document No. 1181724 attached hereto as Exhibit B. This mortgage was recorded without Sauk County's consent or approval.

The Sauk County Land Resources and Environment Department calculated that the financial assurance required to reclaim the nonmetallic mining operation at \$266,500 and requested that 'Leatherberry' provide said assurance in the form of an irrevocable letter of credit to comply with Wisconsin and County laws regarding the matter. On June 15, 2020 'Leatherberry' recorded a mortgage against Leatherberry's property with Prevail Bank in the amount of \$266,500 as Document No. 1199471 and subsequently provided an irrevocable letter of credit from Prevail Bank, dated June 10, 2020 to Sauk County for the same amount attached hereto as Exhibit C.

Sauk County is now in receipt of a lawful form of financial assurance in the form of an irrevocable letter of credit and is fully protected should the county need to exercise its ability to reclaim the nonmetallic mining site. Therefore, the mortgages referenced above are of no value to Sauk County and are a hindrance to Leatherberry and should be released by the 'mortgagee' who is Sauk County.


**Fiscal Impact: ☒ None   |   ☐ Budgeted Expenditure   |   ☐ Not Budgeted**


**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that mortgages recorded as Documents Nos. 1118114 and 1181724 be released by Sauk County and that the Sauk County Board Chair is authorized to execute the release on behalf of Sauk County in accordance with the approved terms as shown in Exhibit D.

For consideration by the Sauk County Board of Supervisors on July 21, 2020.

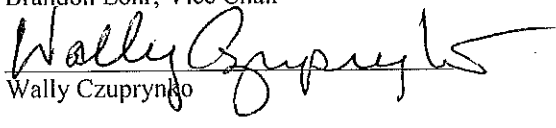
Respectfully submitted,

EXECUTIVE AND LEGISLATIVE COMMITTEE

  
Tim McCumber, Chair

  
Marty Krueger

Brandon Lohr, Vice Chair

  
Wally Czupryna

Valerie McAuliffe

**Fiscal Note:** If rejected there may be potential financial damages in the form of litigation against Sauk County. If approved, those potential damages are eliminated.

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

KPB



State Bar of Wisconsin Form 21-2003  
MORTGAGE

Document Number

Document Name

David A. & Deloris E. Leatherberry Living Trust("Mortgagor,") mortgages to The County of Sauk, a body corporate of the State of Wisconsin,its successors or assigns ("Mortgagee"), to secure performance of a Reclamation Plan on file with Sauk County Planning and Zoning ("Obligation") and last updated February 22, 2013executed by and between David A. Leatherberry and the County of Sauk in an amount not to exceed \$100,000 including fees and costs.,

to Mortgagee, and any extensions, renewals and modifications of the Obligation and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Sauk County, State of Wisconsin ("Property"):

See attached legal description.

DOC#: 1118114  
Recorded  
October 23, 2015 3:20 PM*David A. Leatherberry*REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD  
Fee Amount:: \$30.00

Recording Area

Name and Return Address  
Benoit Marc Letendre  
Cross, Jenks, Mercer & Maffei  
P.O. Box 556  
Baraboo, WI 5391330  
5

002-0784-00000

Parcel Identification Number (PIN)

This is not ☐ homestead property.  
(#) (is not)This is not ☐ a purchase money mortgage.  
(#) (is not)

## 1. MORTGAGOR'S COVENANTS.

a. COVENANT OF TITLE. Mortgagor warrants title to the Property, except restrictions and easements of record, if any.

b. FIXTURES. Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. TAXES. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. INSURANCE. Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of any default hereunder, the Mortgagee may immediately foreclose on this Mortgage or obtain relief by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to seeking any remedy for a default by Mortgagor, Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than *five (5)* from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in foreclosure proceedings or other remedy available at law or equity including specific performance of the Obligation. *Notices to Mortgagor addressed to Mortgagor's address as shown on the real estate tax records for the Property sent by U. S. mail, certified, return receipt requested shall be deemed notice to Mortgagor the date the notice is mailed.*

4. **EXPENSES AND FEES.** This Mortgage secures the costs of substantially complying with the Reclamation Plan between Mortgagee and Mortgagor and any subsequent amendments thereto. The parties hereby agree that all costs and fees payable by Mortgagor associated with the reclamation secured by this Mortgage are capped at \$100,000.

5. Reserved.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- ☒ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- ☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are David A. and Deloris E. Leatherberry S4166 Crawford Street, Baraboo, WI 53913 ;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are \_\_\_\_\_ ; and

(7) the address of the secured party is Sauk County Wisconsin, C/O Corporation Counsel Atty. Alene Kleczek Bolin 505 Broadway, Baraboo, WI 53913 .

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

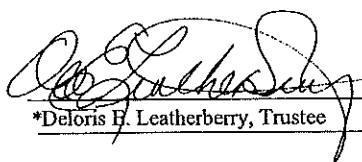
16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

17. **RELEASE OF LIEN.** Upon substantial completion of the Reclamation Plan, or any subsequent amendments thereto by Mortgagor, Mortgagee hereby warrants that it shall forever and irrevocably release Mortgagor from the terms of this Mortgage and execute and record any documents necessary to void this document.

Dated October 21, 2015 (SEAL) (SEAL)

\*

\*

  
\*Deloris E. Leatherberry, Trustee

(SEAL)

  
\*David A. Leatherberry, Trustee

(SEAL)

**AUTHENTICATION**

**ACKNOWLEDGMENT**

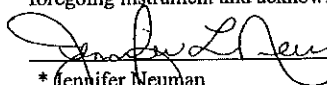
Signature(s) \_\_\_\_\_  
authenticated on \_\_\_\_\_

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

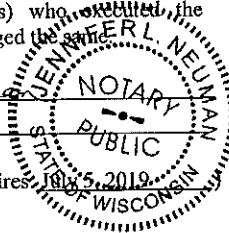
\*

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

Personally came before me on October 21, 2015,  
the above-named David A. Leatherberry and Deloris E. Leatherberry  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

  
\*Jennifer Neuman

Notary Public, State of Wisconsin  
My Commission (is permanent) (expires 10/5/2019)



THIS INSTRUMENT DRAFTED BY:

Benoit Marc Letendre

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

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

MORTGAGE

STATE BAR OF WISCONSIN

FORM NO. 21-2003

\* Type name below signatures.

### LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) of Section Twenty-Six (26), Township Twelve (12) North, Range Six (6) East, Town of Baraboo, Sauk County, Wisconsin, which is bounded by a line described as follows: Commencing at the N  $\frac{1}{4}$  corner of said Section Twenty-Six (26), thence S 2342.18 feet along the N-S  $\frac{1}{4}$  line of said Sec. 26 to the POINT OF BEGINNING, said point being the NE corner of lands described in Vol. 378 Deeds page 225; thence continuing S 100.00 feet along the N-S  $\frac{1}{4}$  line of said Sec. 26, thence S 89° 43' 17" W 217.80 feet parallel with the E-W  $\frac{1}{4}$  line of said Sec. 26, thence N 100.00 feet parallel with the N-S  $\frac{1}{4}$  line of said Sec. 26 and along the W line of lands described in Vol. 378 Deeds page 225 to the NW corner thereof, thence N 89° 43' 17" E 217.80 feet parallel with the E-W  $\frac{1}{4}$  line of said Sec. 26 to the point of beginning.

# Exhibit B

DOC# 1181724  
Recorded  
June 20, 2019 9:00 AM

*[Handwritten signature]*

REGISTRAR'S OFFICE  
SAUK COUNTY WI  
RECEIVED FOR RECORD  
Fee Amount: \$30.00

## State Bar of Wisconsin Form 21-2003 MORTGAGE

Document Number

Document Name

**David A. & Deloris E. Leatherberry Living Trust**

("Mortgagor,") mortgages to The County of Sauk, a body corporate of the State of Wisconsin,

its successors or assigns ("Mortgagee"), to secure performance of a Reclamation Plan on file with Sauk County Planning and Zoning ("Obligation") and last updated February 22, 2013

executed by and between David A. Leatherberry and the County of Sauk in an amount not to exceed \$266,000 including fees and costs.

, to Mortgagee, and any extensions, renewals and modifications of the Obligation and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Sauk County, State of Wisconsin ("Property"):

S 26-12-6 NE NW EXC N200' of W170' 39.22A M/L

(4) Recording Area 30

Name and Return Address

Benoit Marc Letendre  
Cross, Jenks, Mercer & Maffei LLP  
P.O. Box 556  
Baraboo, WI 53913

002-0779-00000

Parcel Identification Number (PIN)

This is not homestead property.  
(is) (is not)

This is not a purchase money mortgage.  
(is) (is not)

### 1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any.

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of any default hereunder, the Mortgagee may immediately foreclose on this Mortgage or obtain relief by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to seeking any remedy for a default by Mortgagor, Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than *five (5)* from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in foreclosure proceedings or other remedy available at law or equity including specific performance of the Obligation. *Notices to Mortgagor addressed to Mortgagor's address as shown on the real estate tax records for the Property sent by U. S. mail, certified, return receipt requested shall be deemed notice to Mortgagor the date the notice is mailed.*

4. **EXPENSES AND FEES.** This Mortgage secures the costs of substantially complying with the Reclamation Plan between Mortgagee and Mortgagor and any subsequent amendments thereto. The parties hereby agree that all costs and fees payable by Mortgagor associated with the reclamation secured by this Mortgage are capped at \$100,000.

5. Reserved.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- ☒ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- ☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are David A. and Deloris E. Leatherberry, 54166 Crawford Street, Baraboo, WI 53913 ;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are \_\_\_\_\_ ; and

(7) the address of the secured party is Sauk County Wisconsin, C/O Corporation Counsel Atty. Daniel M. Olson, 505 Broadway, Baraboo, WI 53913

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.



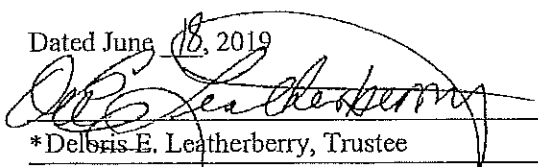
14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.


16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

17. **RELEASE OF LIEN.** Upon substantial completion of the Reclamation Plan, or any subsequent amendments thereto by Mortgagor, Mortgagee hereby warrants that it shall forever and irrevocably release Mortgagor from the terms of this Mortgage and execute and record any documents necessary to void this document.

Dated June 18, 2019

  
\* Deloris E. Leatherberry, Trustee

(SEAL)

  
\* David A. Leatherberry, Trustee

(SEAL)

(SEAL)

(SEAL)

\*

\*

#### AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\*

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

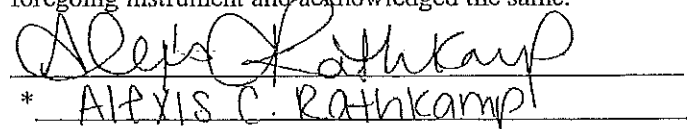
THIS INSTRUMENT DRAFTED BY:

Benoit Marc Letendre

#### ACKNOWLEDGMENT

STATE OF WISCONSIN )  
) ss.  
SAUK COUNTY )

Personally came before me on June 18, 2019,  
the above-named David A. Leatherberry and Deloris E. Leatherberry  
to me known to be the person(s) who executed the  
foregoing instrument and acknowledged the same.

  
\* Alexis C. Rathkamp

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: 7/28/2020)

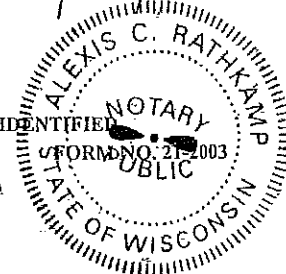
(Signatures may be authenticated or acknowledged. Both are not necessary.)

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

MORTGAGE

STATE BAR OF WISCONSIN

\* Type name below signatures.



# IRREVOCABLE LETTER OF CREDIT

## Exhibit C

**Borrower:** The David A Leatherberry and Deloris E  
Leatherberry Living Trust dated April 9, 2013  
S4166 Crawford St  
Baraboo, WI 53913

**Lender:** Prevail Bank  
675 E Broadway Ave  
PO Box 239  
Medford, WI 54451

**Beneficiary:** Sauk County Land Resources and Environment Dept  
505 Broadway  
Baraboo, WI 53913

**NO.: 40143286**

**EXPIRATION DATE.** This letter of credit shall expire upon the close of business on 06-10-2021 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Two Hundred Sixty-six Thousand Five Hundred & 00/100 Dollars (\$266,500.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER Prevail Bank IRREVOCABLE LETTER OF CREDIT NO. 40143286 DATED 06-10-2020," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

**PERMITTED TRANSFEREES.** This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Wisconsin.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

**ADDITIONAL TERMS.** This letter of credit is effective on 6/10/2020 and shall expire on 6/10/2021 (this being the EXPIRATION DATE) except that this letter of credit shall automatically renew on the expiration date for a term of one year and annually thereafter on each successive termination date until all of the reclamation requirements have been completed unless the bank elects to cancel this letter of credit. In the event the bank wishes to cancel this letter of credit, the bank shall provide notice in writing of its intent to cancel to the beneficiary by registered or certified mail to the Sauk County Land Resources and Environment Department not less than 90 days prior to the end of the current term of this letter of credit. Unless the customer delivers to the beneficiary a replacement letter of credit or other acceptable proof of financial responsibility under section 29.51 3.

Wisconsin Statutes, section NR 135, Wisconsin Administrative Code, and Sauk County Code Ordinance, as applicable, we will pay to the beneficiary the unused balance of this letter of credit on the termination date.

**IRREVOCABLE LETTER OF CREDIT  
(Continued)**

Loan No: 40143286

Page 2

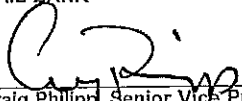
Beneficiary must demonstrate in writing to Prevail Bank that Borrower failed to comply with Ch. 24 Nonmetallic Mining Reclamation Ordinance, Sauk County Code of Ordinances as repeated and recreated by the Sauk County Board of Supervisors on October 16, 2007 - Ordinance No. 127-07 and specifically s.24.07(8) which states (8) Forfeiture. Financial assurance shall be forfeited if any of the following occur, (a) A permit is revoked under s. 24.1 1 Permit Suspension and Revocation and the appeals process has been completed. (b) An operator ceases mining operation and fails to reclaim the site in accordance with the reclamation plan within 12 months from the date of cessation. Pursuant to Sauk County Code Ordinances s. 24. 11(3)(b), Sauk County may use forfeited financial assurance to reclaim the site to the extent needed to comply with Ch. 24 Nonmetallic Mining Reclamation Ordinance, Sauk County Code of Ordinance and the applicable reclamation ordinance plan.

The only person authorized to request funds on behalf of Beneficiary under the terms of this letter of credit shall be the Director of the Sauk County Land Resources and Environment Department

Dated: June 10, 2020

LENDER:

PREVAIL BANK

By:   
Craig Philipp, Senior Vice President

**ENDORSEMENT OF DRAFTS DRAWN:**

Date	Negotiated By	Amount In Words	Amount In Figures

State Bar of Wisconsin Form 29-2003  
SATISFACTION OF MORTGAGE

Exhibit D

Document Number

Document Name

The undersigned certifies that The County of Sauk, a body corporate of the State of Wisconsin

is the present owner of a Mortgage executed by David A. & Deloris E. Leatherberry Living Trust  
to The County of Sauk, a body corporate of the State of Wisconsin

to secure payment of \$ 100,000, dated October 21, 2015,  
recorded on October 23, 2015, in the Office of the Register of Deeds  
for Sauk County, Wisconsin, in ~~(XXX)~~ (XX) of Records,  
at ~~(XXXX)~~ (XX), as Document No. 1118114,  
and further certifies that the undersigned has a right to satisfy the same, and hereby  
satisfies the above-described Mortgage on the following described real estate located in  
said county ("Property") (if more space is needed, please attach addendum):

Recording Area

Name and Return Address

Mark J. Steichen  
P.O. Box 927  
Madison, WI 53701-0927

See attached legal description.

002-0784-00000

Parcel Identification Number (PIN)

The County of Sauk,

By:

Dated \_\_\_\_\_

(SEAL)

(SEAL)

\* Tim McCumber, Sauk County Board Chair

\*

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_

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

authenticated on \_\_\_\_\_

Personally came before me on \_\_\_\_\_,  
the above-named \_\_\_\_\_

\*

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

to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

\*

Notary Public, State of \_\_\_\_\_

My commission (is permanent) (expires: \_\_\_\_\_)

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

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

SATISFACTION OF MORTGAGE

©2003 STATE BAR OF WISCONSIN

FORM NO. 29-2003

NOTE: Only one mortgage may be described in this document.

\*Type name below signatures.

### LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) of Section Twenty-Six (26), Township Twelve (12) North, Range Six (6) East, Town of Baraboo, Sauk County, Wisconsin, which is bounded by a line described as follows: Commencing at the N  $\frac{1}{4}$  corner of said Section Twenty-Six (26), thence S 2342.18 feet along the N-S  $\frac{1}{4}$  line of said Sec. 26 to the POINT OF BEGINNING, said point being the NE corner of lands described in Vol. 378 Deeds page 225; thence continuing S 100.00 feet along the N-S  $\frac{1}{4}$  line of said Sec. 26, thence S 89° 43' 17" W 217.80 feet parallel with the E-W  $\frac{1}{4}$  line of said Sec. 26, thence N 100.00 feet parallel with the N-S  $\frac{1}{4}$  line of said Sec. 26 and along the W line of lands described in Vol. 378 Deeds page 225 to the NW corner thereof, thence N 89° 43' 17" E 217.80 feet parallel with the E-W  $\frac{1}{4}$  line of said Sec. 26 to the point of beginning.

State Bar of Wisconsin Form 29-2003  
**SATISFACTION OF MORTGAGE**

Document Number

Document Name

The undersigned certifies that The County of Sauk, a body corporate of the State of Wisconsin

is the present owner of a Mortgage executed by David A. & Deloris E. Leatherberry Living Trust  
to The County of Sauk, a body corporate of the State of Wisconsin

to secure payment of \$ 266,000, dated June 18, 2019,  
recorded on June 20, 2019, in the Office of the Register of Deeds  
for Sauk County, Wisconsin, in ~~(XXX)~~ (XX) of Records,  
at ~~(XXXX)~~ (Boes), as Document No. 1181724  
and further certifies that the under signed has a right to satisfy the same, and hereby  
satisfies the above-described Mortgage on the following described real estate located in  
said county ("Property") (if more space is needed, please attach addendum):

Recording Area

Name and Return Address

Mark J. Steichen  
P.O. Box 927  
Madison, WI 53701-0927

**S 26-12-6 NE NW EXC N200' of W170' 39.22A M/L**

002-0779-00000

Parcel Identification Number (PIN)

**The County of Sauk,**

**By:**

Dated \_\_\_\_\_

(SEAL)

(SEAL)

\* Tim McCumber, Sauk County Board Chair

\* \_\_\_\_\_

**AUTHENTICATION**

**ACKNOWLEDGMENT**

Signature(s) \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.

authenticated on \_\_\_\_\_

\_\_\_\_\_ COUNTY )

\*

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not,  
authorized by Wis. Stat. § 706.06 )

Personally came before me on \_\_\_\_\_,  
the above-named \_\_\_\_\_

to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

\*

Notary Public, State of \_\_\_\_\_

My commission (is permanent) (expires: \_\_\_\_\_)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.  
SATISFACTION OF MORTGAGE ©2003 STATE BAR OF WISCONSIN FORM NO. 29-2003

NOTE: Only one mortgage may be described in this document.

\*Type name below signatures.

RESOLUTION NO. 96 - 2020

**AUTHORIZING RE- APPROPRIATION OF AWARDED COMMUNITY  
DEVELOPMENT BLOCK GRANT - CLOSE FUNDS**

**Background:** Sauk County is participating in the State of Wisconsin Department of Administration CDBG-CLOSE Program. This program allows Sauk County to apply for federal funds for up to three projects totaling the amount of the County's Closeout Account, \$978,793.

Through this program, Sauk County has awarded federal funds to two community projects:

- \$325,000 Village of Rock Springs Community Center
- \$283,792.71 City of Reedsburg South School Affordable Housing Redevelopment

This program has also awarded federal funds to one County sponsored program:

- \$370,000 Sauk County Reentry Coordinator

The CDBG-CLOSE program requires all funds to be spent prior to January 5<sup>th</sup>, 2022, any funds not spent by that date must be repaid by the County. Given the current freeze on hiring it is necessary for the County to reallocate the \$370,000 in funds for the Reentry Coordinator in order to mitigate potential payments from Sauk County to the State.

After due consideration, the Executive and Legislative Committee has recommended terminating the grant contract between the County and the State for the Reentry Coordinator Position. These funds will be available for the County to use in supporting an additional eligible project. It is necessary for the Sauk County Board of Supervisors to approve this decision prior to notification to the State. Future use of available funds will be brought to the Executive and Legislative Committee and County Board for approval.

**Fiscal Impact:** ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors does approve and authorize the termination of the previously approved grant and appropriate funds to a future approved community project; and

**BE IT FURTHER RESOLVED**, that the County Board Chair is hereby authorized to sign all necessary documents on behalf of the county.

For consideration by the Sauk County Board of Supervisors on July 21~~20~~, 2020.

Respectfully submitted,

**SAUK COUNTY EXECUTIVE & LEGISLATIVE COMMITTEE**

\_\_\_\_\_  
Tim McCumber, Chair

\_\_\_\_\_  
Brandon Lohr

\_\_\_\_\_  
Wally Czuprynski

\_\_\_\_\_  
Marty Krueger

\_\_\_\_\_  
Valerie McAuliffe

RESOLUTION NO. 97 - 2020

TRANSFERRING CONTINGENCY FUNDS TO THE 2020 CORPORATION COUNSEL  
DEPARTMENT BUDGET

*Background: The Corporation Counsel Department has incurred and will continue incur additional expenses in 2020 that are very likely to exceed amounts budgeted. Due to staff turnover in three attorney positions, outside counsel has been needed to be retained to continue processing the workload of the department. This includes mental commitments, children's services, and ongoing support of the Sauk County Board and County Departments. The total amount of budget overage is expected to be around \$155,000.*



Fiscal Impact:    ☐ None    ☒ Budgeted Expenditure    ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that \$155,000 be transferred in 2020 from the Contingency Fund to the Corporation Counsel budget.

For consideration by the Sauk County Board of Supervisors on July 21, 2020.

FINANCE COMMITTEE

  
MARTY KRUEGER, Chair

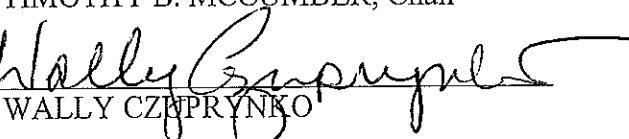
  
LYNN EBERLE  
  
TIMOTHY B. MCCUMBER

  
RICHARD "MIKE" FLINT  
  
THOMAS DÖRNER

EXECUTIVE & LEGISLATIVE COMMITTEE

  
TIMOTHY B. MCCUMBER, Chair

BRANDON LOHR

  
WALLY CZUPRYNSKI

  
MARTY KRUEGER

VALERIE MCAULIFFE

Fiscal Note: Estimated differences from the 2020 budget include:

\$209,000	Interim Corporation Counsel
\$148,000	Human Services and children's matters attorney
\$ 45,500	Attorney assistance to the Land Resources & Environment Department
\$ 25,000	Attorney assistance with the In Rem foreclosure process
\$ 36,895	Investigatory legal counsel (actual)
(\$275,000)	Unexpended staff wages and benefits
(\$ 34,395)	Other cost reductions in office expenses (largely legal research subscription service)
\$155,000	Transfer from Contingency Fund

KPB

Prior to this transfer, the Contingency Fund contains \$350,000. The impacts of COVID-19 are likely to be significant and require a separate action of the County Board.

MIS Note: No fiscal impact.



RESOLUTION NO. 98 - 2020

**AUTHORIZING THE PURCHASE OF RADIO EQUIPMENT FOR THE LAND  
RESOURCES AND ENVIRONMENT DEPARTMENT**

*Background: The Parks service area of the Land Resources and Environment Department manages 18 different parks and properties throughout Sauk County. Numerous parks and properties have little to no cellular service due to their locations. With park staff working without cellular phones across Sauk County, and for the safety of staff and park users, the Land Resources and Environment Department desires to purchase radio equipment. The purchase of radio equipment will allow for stronger communication between staff and emergency personnel, without staff having to rely on use of personal cellular phones for County use. Staff received quotes for the radio equipment, which totals approximately \$21,780.*

Fiscal Impact:    ☐ None    ☒ Budgeted Expenditure    ☐ Not Budgeted

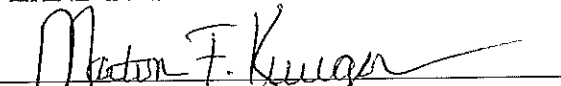
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the purchase of radio equipment for a total not to exceed \$26,843, hereby be accepted; and,


**BE IT FURTHER RESOLVED**, that the Land Resources and Environment Department Director is hereby delegated the authority to enter into any contracts or agreements related to the purchase, configuration and ongoing support of this equipment.

For consideration by the Sauk County Board of Supervisors on July 21, 2020.

Respectfully submitted,


**LAND RESOURCES & ENVIRONMENT COMMITTEE**


  
MARTY KRUEGER, Chair

  
PETER KINSMAN

  
DENNIS POLIVKA

  
VALERIE MCAULIFFE


  
ROSS CURRY

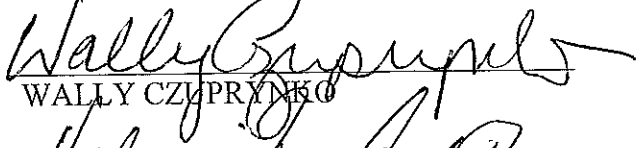
  
ROB NELSON

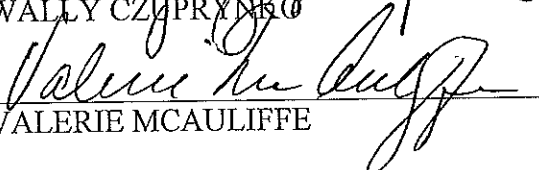
  
BRANDON LOHR

  
RANDALL PUTTKAMER

EXECUTIVE & LEGISLATIVE COMMITTEE

  
TIMOTHY B. MCCUMBER, Chair

  
WALLY CZUPRYNSKI

  
VALERIE MCAULIFFE

BRANDON LOHR

  
MARTY KRUEGER

**Fiscal Note:** \$26,843 in funding for the project comes from the MIS budget carryforward for Parks Technology Upgrades. *VB*

**MIS Note:** Funds for this project were originally appropriated for the purchase of technology for the new Parks building at White Mound County Park. Due to changes in network topology prior to the completion of construction, the cost for the wireless system was substantially less than anticipated, resulting in this carryforward amount.

RESOLUTION NO. 99 - 2020

AUTHORIZING BUDGET AMENDMENTS IN RESPONSE TO THE COVID-19  
PANDEMIC

**Background:** Sauk County has budgeted to utilize 2020 sales tax collections of \$9,889,000. Forward Analytics, the data analysis arm of the Wisconsin Counties Association, has projected 2020 sales tax collections in light of COVID-19 economic impacts, taking into account the most recent sales data by segment (such as food service, auto, etc.), jobs reports by industry, and unemployment rates. Sauk County is predicted to have the largest percent loss of sales tax in the state due to a higher than average reliance on revenues from food service and accommodations. Forward Analytics estimates a loss of sales tax to Sauk County of \$1,740,570 (a decrease compared to budget of 17.6%) to \$2,033,364 (20.6%).

The Interim Administrative Coordinator and Finance Director have met with Sauk County departments to begin assessing the impacts of COVID-19 on departmental budgets, as well as seeking ways to alleviate the budgetary impact of lost sales tax. Discussions included purchases that can be foregone or deferred, programs that can be scaled back or should be expanded, and the likelihood of revenue collections. Particular importance was placed on the operational impacts to future years, not just 2020. All discussions were with an understanding that the situation is fluid and further adjustments are likely.

The attached list summarizes the results of these discussions. Department managers thoughtfully balanced customer needs with organizational capacity. All had concern for the near-term and long-term strength of County operations as a whole. Through staff efforts, all but \$7,894 of the projected sales tax loss in 2020 can be offset by a combination of temporary and permanent adjustments in multiple other areas. Program examination and efficiencies gained will allow some cost reductions to continue into 2021 and beyond. It is expected that sales tax collections will begin rebounding in 2021 and will return to pre-COVID-19 levels in the next few years. Due to the limited timeframe of lost sales tax, it is suitable for general fund balance to be appropriated in the future if needed to supplement cost reductions and deferral measures being implemented.

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 list of budget amendments be approved.

For consideration by the Sauk County Board of Supervisors on July 21, 2020.

FINANCE COMMITTEE

  
MARTY KRUEGER, Chair

  
RICHARD "MIKE" FLINT

  
THOMAS DORNER

  
LYNN EBERLE

  
TIMOTHY B. MCCUMBER

**Fiscal Note:** This resolution authorizes multiple budget amendments in response to the COVID-19 pandemic. Reimbursement for COVID-19 expenses will be sought whenever possible and enhanced revenues will be pursued when available. *KPB*

**MIS Note:** Some projects being scaled back or deferred <sup>27</sup>will affect MIS department workload.

# Sauk County 2020 Budget Projections - COVID-19

Updated 7/6/2020

Line #	Department	Projected Change Description, Highlights Should Include: • Lost / Deferred / Added Revenues • Federal / State Funding • Added / Deferred Expenditures • Other Programmatic Changes • Likelihood of Changes	Decreased Revenue	Increased Revenue	Increased Expense	Decreased Expense - Other Revenue Funded	Decreased Expense - Levy Funded	Decreased Expense - Fund Balance Funded
1	Accounting	Don't refill Accounting Supervisor until October 1.					73,000	
2	Administrative Coordinator	Administrative Specialist position left vacant					17,000	
3	Administrative Coordinator	Administrator recruitment costs			13,000			
4	Administrative Coordinator	Community development grants program not pursued					5,000	20,000
5	Administrative Coordinator	Revolving loan fund repayments not re-loaned and not used for other projects/programs. Budgeted 12 months of repayment=\$94,429. 6-month deferral approved, so 2020 repayment=\$47,214. Assumes repayments continue on schedule at end of 6-month deferral.	47,215			156,369		61,940
6	Administrative Coordinator	Staff development					10,000	
7	Administrative Coordinator	Training, seminars not held					5,900	
8	ADRC	Federal CARES Act additional funding		142,820				
9	ADRC	Federal funding for home delivered meals. No local match needed. Contract with caterer for meal preparation to free Health Care Center time for their own residents		42,325	42,325			
10	ADRC	Use of Federal Families First and CARES funding will replace County tax levy, so levy can be reallocated to other County budget shortfalls.		57,180				
11	Building Services	Administration vehicle (\$3,000 to \$2,000)					1,000	
12	Building Services	Bring cleaning and guard service to in-house hired staff, likely starting in 2021. Purchase equipment (i.e. vacuums, etc.) in 2020 \$30,000. Increased payroll cost \$160,000, decreased contracts for cleaning \$142,000 and guards \$22,000, in 2021.			30,000			
13	Building Services	Building remodel - architect and engineer already hired for Courthouse security enhancements. West Square not planned for this phase. (funding source in 2020 budget is General Fund balance) Scale back to security items only.						???
14	Building Services	Building security - card access, camera, paging upgrades (\$25,000 to \$15,000)					10,000	
15	Building Services	Defer Caulking/Tuck-pointing to 2021					30,000	
16	Building Services	Defer communications infrastructure upgrade					155,070	

# Sauk County 2020 Budget Projections - COVID-19

Updated 7/6/2020

Line #	Department	Projected Change Description, Highlights Should Include: <ul style="list-style-type: none"> <li>• Lost / Deferred / Added Revenues</li> <li>• Federal / State Funding</li> <li>• Added / Deferred Expenditures</li> <li>• Other Programmatic Changes</li> <li>• Likelihood of Changes</li> </ul>	Decreased Revenue	Increased Revenue	Increased Expense	Decreased Expense - Other Revenue Funded	Decreased Expense - Levy Funded	Decreased Expense - Fund Balance Funded
17	Building Services	Defer West Square Roof Replacement to 2021 (funding source in 2020 budget is General Fund balance)						300,000
18	Building Services	Purchase of HEPA air purifiers and filters for meeting rooms and other public areas.			5,000			
19	Building Services	Scale back renovation and refurbishment (\$50,000 to \$30,000)					20,000	
20	Circuit Courts	Decreased use of bailiffs.					7,002	
21	Circuit Courts	Decreased use of law clerk.					6,463	
22	Circuit Courts	Few or drastically scaled back jury trials.					32,250	
23	Circuit Courts	Need to purchase HEPA air purifiers and filters for courtrooms, possibly jury rooms.			1,800			
24	Clerk of Courts	Cancelled Clerk of Court conference in Milwaukee WI June 10-12					550	
25	Clerk of Courts	Increase in postage due mailing reset Notice of Hearings			1,500			
26	Clerk of Courts	May 2020 collections decreased compared to May 2019	25,000					
27	Clerk of Courts	Reduction in new case filings in small claims	2,500					
28	County Board	Fewer meetings held					4,000	
29	County Clerk	2021 will have fewer elections, saving levy						
30	County Clerk	Increased election costs (Absentee ballot envelopes, additional ballot orders, mileage, overtime, etc.) offset by conservative budgeting of ballot programming costs. August & November 2020 elections are still an uncertainty.						
31	County Clerk	Suspension of passport processing will reduce revenues. May hold a "Passport Fair" to encourage passport applications.	17,960					
32	Court Commissioner	Fewer court appearances, so less bailiff cost					1,000	
33	Debt Service	Payoff of Law Enforcement Center in 2021. Jail Assessment fees can be used toward jail expenses starting in 2022 \$100,000.						
34	Debt Service	Payoff of Law Enforcement Center in 2021. Sales tax can be used to other purposes starting in 2022 \$1,760,000.						
35	Debt Service	Start debt payment on new Highway shop in ???						
36	Emergency Mgmt	Emergency operations center supplies, building access supplies			25,000			

# Sauk County 2020 Budget Projections - COVID-19

Updated 7/6/2020

Line #	Department	Projected Change Description, Highlights Should Include: <ul style="list-style-type: none"> <li>• Lost / Deferred / Added Revenues</li> <li>• Federal / State Funding</li> <li>• Added / Deferred Expenditures</li> <li>• Other Programmatic Changes</li> <li>• Likelihood of Changes</li> </ul>	Decreased Revenue	Increased Revenue	Increased Expense	Decreased Expense - Other Revenue Funded	Decreased Expense - Levy Funded	Decreased Expense - Fund Balance Funded
37	General	Loss of 2020 sales tax revenue from budget of \$9,889,000 to \$7,855,636. (WCA's Forward Analytics projection May, 2020).  County staff estimate sales tax rebounding in 2021 to \$8,600,000. The tax levy would need to increase approximately \$1,300,000 compared to 2020.	2,033,364					
38	Health Care Center	Deferred capital projects as vendors are not allowed to perform non-essential services at the HCC facility until further notice. (Projects funded by previously received Medicaid CPE dollars, no levy)						150,000
39	Health Care Center	Federal stimulus aid dollars received to be used for care, treatment, testing of suspect COVID residents and for securing PPE to properly care for our highly susceptible population.		421,585				
40	Health Care Center	Increased expenses for medical supplies in securing proper PPE and equipment to provide care to residents of the HCC specific to COVID-19. March-May=\$43,261.			144,203			
41	Health Care Center	Increased overtime hours dedicated by exempt employees to assist with coverage vital to resident care (feeding assistance, activities, daily cares) is not paid.			unknown at this time but tracking			
42	Health Care Center	Loss of revenues due to decreased referrals from local hospitals as they defer admissions as much as possible to limit the spread of Coronavirus (COVID-19). Currently at 76% occupancy, 82% for the year. Budget 90%. Have 3 Medicare patients now, but budget for 8-10. Was able to shut down a wing. No current guidance from state on reopen plan, how frequently to test. With a lack of guidance, taking admissions when able. Lost revenues March 1-May 31 = \$296,464. Estimated June-December=\$700,000.	1,000,000					
43	Health Care Center	Staffing shortages, especially for CNA's. Regular wages underspent by an estimated \$800,000, but paying quite a bit of overtime. (March-May: Actual overtime was \$89,769, and contracted agency staff was \$7,039.) Budgeted vacancy was \$300,000.					500,000	
44	Highway	Don't refill 2 entry operators until October 1. Included in state billing, so saving 54% of cost.	20,268					44,061
45	Highway	Don't refill mechanic until 2021. 100% levy.						66,428

# Sauk County 2020 Budget Projections - COVID-19

Updated 7/6/2020

Line #	Department	Projected Change Description, Highlights Should Include: <ul style="list-style-type: none"> <li>Lost / Deferred / Added Revenues</li> <li>Federal / State Funding</li> <li>Added / Deferred Expenditures</li> <li>Other Programmatic Changes</li> <li>Likelihood of Changes</li> </ul>	Decreased Revenue	Increased Revenue	Increased Expense	Decreased Expense - Other Revenue Funded	Decreased Expense - Levy Funded	Decreased Expense - Fund Balance Funded
46	Highway	Eliminate vacant Accounting Assistant position.						
47	Highway	FEMA flood 2018 reimbursement received in 2020.	617,935				64,200	
48	Human Services	Family Partnership Initiative purchased case management services projected to be less than budgeted.					120,000	
49	Land Resources & Environment	Cancel educational presentations					4,000	
50	Land Resources & Environment	Comprehensive planning deferred a year (Ho-Chunk funds=\$15,000, use of fund balance=\$90,000, total expenditure=\$105,000)	15,000			15,000		90,000
51	Land Resources & Environment	Conferences are being cancelled or moving online					8,050	
52	Land Resources & Environment	County farm expenses will be less than anticipated					5,000	
53	Land Resources & Environment	Grant funds are available to repair Hemlock Dam. Repairs estimated at \$250,000 in the 2020 budget, funded completely by general fund balance. Grant funds would allow less use of fund balance.						75,000
54	Land Resources & Environment	Not filling 5 limited term employee positions					39,195	
55	Land Resources & Environment	Not refilling vacant Planning & Zoning Technician position. Duties have been reallocated to other positions.					66,892	
56	MIS	Forego intern					7,755	
57	MIS - Multiple Departments	Many departments have expended more than anticipated in 2020 to work at home and meet electronically			5,000			
58	Personnel	Timekeeping system (2020 budget includes carried forward funds=\$58,007, levy=\$166,993, total expense=\$225,000). Scale back by \$100,000 to \$125,000.					100,000	
59	Public Health	Justice, Diversion, & Support Program Manager position is vacant for a time. While vacant, Public Health staff are providing program management.					40,000	
60	Sheriff	Additional sanitizing products - UV cell cleaning, squad/transport vehicle cleaning		40,000				
61	Sheriff	PPE		40,000				
62	Sheriff	Vacant clerk position for the last 7 months of 2020.				42,143		
63	Sheriff	Various line items	51,346	8,326		61,451		
64	Treasurer	Conferences are being cancelled or moving online					400	

# Sauk County 2020 Budget Projections - COVID-19

Updated 7/6/2020

Line #	Department	Projected Change Description, Highlights Should Include: <ul style="list-style-type: none"> <li>• Lost / Deferred / Added Revenues</li> <li>• Federal / State Funding</li> <li>• Added / Deferred Expenditures</li> <li>• Other Programmatic Changes</li> <li>• Likelihood of Changes</li> </ul>	Decreased Revenue	Increased Revenue	Increased Expense	Decreased Expense - Other Revenue Funded	Decreased Expense - Levy Funded	Decreased Expense - Fund Balance Funded
65	Treasurer	Interest on investments lower	190,000					
66	Treasurer	Waive interest and penalty on property tax payment installments	75,000					
67	UW Extension	Can forego lifespan conference series						17,519
68	UW Extension	Furlough of educators					2,594	
69	UW Extension	Mileage and other educator costs down					2,000	
70	UW Extension	Postpone or not hire 4-H Summer Agent					7,186	
71	Veterans Service Office	Cancelled conferences					2,000	
			3,477,653	1,370,171	347,828	274,963	1,457,995	714,459
			Bad	Good	Bad	Good	Good	Good
								(7,894)

Positive = Good, Negative = Bad



ORDINANCE NO. 4 - 2020

AN ORDINANCE APPROVING A MAP AMENDMENT (REZONING) OF LANDS IN  
THE TOWN OF PRAIRIE DU SAC FROM A SINGLE FAMILY TO AN  
AGRICULTURAL DISTRICT FILED UPON BRADLEY AND MICHELLE KRAEMER,  
PROPERTY OWNERS

*Background: Bradley and Michelle Kraemer own property in the NW ¼, SE ¼, Section 33, T10N, R6E Town of Prairie du Sac, and have requested a map amendment (rezoning) of property legally described pursuant to petition 13-2020 from Single Family to Agricultural zoning. The intent of the map amendment (rezoning) being to allow for future accessory building development and raising horses.*

*Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on June 23, 2020; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the map amendment (rezoning).*

Fiscal Impact: ☒ None   ☐ Budgeted Expenditure   ☐ Not Budgeted

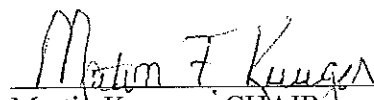
The County Board of Supervisors of the County of Sauk does hereby ordain as follows:

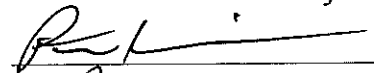
**NOW, THEREFORE, BE IT ORDAINED**, by the Sauk County Board of Supervisors met in regular session, that the map amendment (rezoning) of the aforementioned lands, more specifically described in petition 13-2020, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be approved.

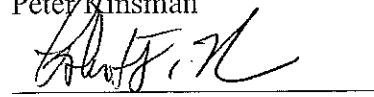
For consideration by the Sauk County Board of Supervisors on July 21, 2020.


Respectfully submitted,


**LAND RESOURCES AND ENVIRONMENT COMMITTEE**


  
Martin Krueger, CHAIR


  
Peter Rinsman

  
Rob Nelson

  
Dennis Polivka

  
Ross Curry

  
Brandon Lohr

  
Valerie McAuliffe

RESOLUTION NO. 100 -20

**RATIFYING THE 2020-JUNE 30, 2021 COLLECTIVE BARGAINING AGREEMENT  
BETWEEN SAUK COUNTY AND THE WISCONSIN PROFESSIONAL POLICE  
ASSOCIATION (WPPA) L241 - SHERIFF'S DEPARTMENT SWORN UNIT**

*Background: The existing collective bargaining agreement between Sauk County and WPPA L241 (Sheriff's Department Sworn Unit) expired on December 31, 2019. The Personnel Committee has negotiated a tentative agreement with WPPA L241 (attached hereto), for the terms of a successor agreement for the calendar dates of January 2020 through June 30, 2021. In accordance with Wisconsin Act 10, certain sworn law enforcement officers maintained collective bargaining rights pursuant to Wis Stats. 111.70/111.77.*

*The provisions of the tentative agreements reflect a commitment of Sauk County to remain competitive with the wage rates of neighboring counties, and the dedication of both parties to recruit and retain the highest quality employees for Sauk County. Therefore, the Personnel Committee, after careful consideration and review, believes the provisions of the tentative agreement as being in the best interest of Sauk County.*

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

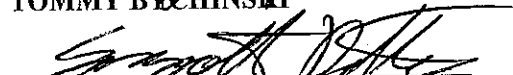
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Personnel Committee be and hereby is authorized and directed to sign on behalf of Sauk County a collective bargaining agreement incorporating the provisions of the tentative agreement, set forth in more detail in the attached summary.

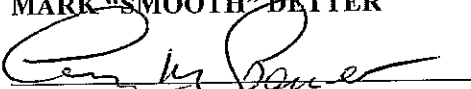
For consideration by the Sauk County Board of Supervisors on July 21, 2020.


Respectfully submitted,


SAUK COUNTY PERSONNEL COMMITTEE

  
TOMMY BYCHINSKI

  
MARK "SMOOTH" BETTER

  
TERRY SPENCER

  
SHANE GIBSON

  
CARL GRUBER

		6 MONTHS*	
		2020	2021
<b>Fiscal Note:</b>			
Full-Time Equivalents		93.00	93.00
Wages, Overtime with Across-the-Board (ATB) Change		5,806,078	2,997,423
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)		1,174,569	606,379
Health & Life Insurance		1,182,979	632,263
Clothing Allowance		42,750	42,750
Total Package Cost - Including Cost of Living Adjustment		8,206,376	4,278,814
<u>Change from Prior Year Dependent on This Action</u>		%	\$
Wages, Overtime with Across-the-Board (ATB) Change		1.77%	101,027
Wage-Related Benefits with ATB (FICA/Medicare, Retirement, Work Comp)		7.34%	80,341
Increase clothing allowance by \$50.00 for 93 people		0.41%	4,650
Total Change from Prior Year Dependent on This Action		2.74%	186,018
Health (2020=+3.90%, 2021=+6.90% est'd) & Life Insurance (increases not dependent on this action)		3.90%	44,362
Total Change from Prior Year		2.89%	230,379
Changes include:			
1/1/2020 +1.25% on all rates, 8/1/2020 +1.25% on all rates			
1/1/2021 +1.25% on all rates.			
*Contract expires 6/30/2021.			
<b>No MIS impact</b>			

**TENTATIVE AGREEMENTS  
BETWEEN  
SAUK COUNTY  
AND WISCONSIN PROFESSIONAL POLICE ASSOCIATION L241  
(SWORN UNIT)**

The 2018-2019 Collective Bargaining Agreement shall remain unchanged for an 18-month period commencing January 1, 2020, except as follows:

Deletions are indicated by: ~~Strikethrough~~

Additions and new language indicated by: Shadow

Any language not included in this offer is intended to remain unchanged.

**9.01 - DEFINITION OF SENIORITY.**

Seniority shall commence upon the most recent date of hire subject to the provisions of Article 10 (Wages and Hours of Work) hereof, and shall be based upon the actual length of continuous full-time service. All newly hired employees shall be considered probationary for the first ~~eighteen~~ twelve (12) ~~(18)~~ months of employment for the Security, Patrol, and Detective Divisions. ~~and eighteen (18) months for the Patrol Division, on the completion of the period, the~~ Departmental seniority shall date back to the beginning of employment. The employer shall post a seniority list which shall show the name, classification, date of hire for all bargaining unit employees. Such roster shall be corrected and reposted July of each calendar year.

**10.03 - COMPENSATORY TIME.**

- a. Compensatory Time in Lieu of Overtime: Employees shall have the choice of overtime pay or compensatory time off in accordance with the provisions herein. Employees shall be able to accrue a maximum of forty (40.0) for 5/2 schedules and thirty-six (36.0) for 4/2 schedules hours of compensatory time. Compensatory time is paid at time and one half the straight time rate. Compensatory time will accrue to the employee's "bank" at the end of the employee's established work period. Compensatory time off shall be taken by mutual agreement between the employee and the Sheriff or his/her designee subject to the provisions of section 11.02(b). The scheduling of compensatory time shall be on a first come, first served basis.
- b. Compensatory Time Usage: Employees must request the use of compensatory time hours at least ten (10) business days in advance of its use. Employees' immediate supervisor may honor requests upon shorter notice. In no instance will the scheduling of compensatory time result in the department falling below the minimum staffing levels, as established by the Sheriff.
- c. Payout of Compensatory Time: ~~Any accumulated compensatory time as of the first pay period in November of any calendar year will be paid out to employees no later than the first paycheck in December of that year.~~ Upon termination, employees shall be paid the balance of their compensatory time bank at the rate equal to the employee's normal hourly rate. The appropriate rate of pay for the payout will be that which is in effect at the time of the payout.

- d. Rights of the Sheriff: Nothing contained herein shall be construed as to abrogate the constitutional or statutory rights of the Sheriff.

**11.08 - PAID HOLIDAYS.** Employees who work on holidays shall, at their option, be paid either time and one-half (1 ½) times plus straight time for all hours worked during a regularly scheduled shift, or receive a floating holiday compensatory time for (hours worked not to exceed 8.0 or 8.5) in lieu of being paid. Employees who do not work on holidays are entitled to the normal pay for the shift currently assigned as of that holiday. Employees who work shifts other than the five-day schedule shall have the following holidays:

- New Year's Day
- Martin Luther King Jr Day
- Four (4) hours on Good Friday
- Easter
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Four (4) hours on Christmas Eve
- Christmas Day
- New Year's Eve

All employees are eligible for holiday pay. Holiday pay will not be granted for holidays occurring during a vacation. Such employees will be entitled to another vacation day. If a holiday falls during a time an employee is scheduled to work but is on sick leave, he/she shall receive holiday pay and not be charged sick leave for that day.

Employees who work a five-day schedule shall have the following holidays in lieu of those enumerated above for other employees:

- New Year's Day
- Martin Luther King Jr Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

**14.07 - CLOTHING ALLOWANCE.** The Employer agrees all employees classified as Deputies assigned to Patrol or Detective shall receive five hundred and fifty dollars (~~\$550.00~~) (~~\$500.00~~) per year for a clothing allowance and clothing maintenance allowance. The Employer further agrees that employees classified as Deputy-Security (Jailer) shall receive four hundred dollars (\$400.00) ~~three hundred and fifty dollars (\$350.00)~~, and any Deputy Security (Jailer) required to be weapons certified shall receive an additional one-hundred dollars (\$100.00); the clothing allowance (hereinafter "allowance") shall be available throughout the year on a voucher basis through vendors selected by the County. Employees participating in either the Emergency Response Team (ERT) or Dive Team (special appointments) will receive an additional one hundred dollars (\$100) for required uniform items as approved by the Chief Deputy or designee.

**OTHER ITEMS**

1. Extend the memorandum of understanding for 12 hour shifts for the Patrol Division through June 30, 2021.
2. Across the board (ATB) increase all rates, all classifications for 2020:
  - a. Effective January 1, 2020 – 1.25%;
  - b. Effective with the pay period that includes August 1, 2020 – 1.25%;
3. Across the board (ATB) increase all rates, all classifications for 2021:
  - a. Effective January 1, 2021 – 1.25%

SAUK COUNTY RESERVES THE RIGHT TO ADD TO, DELETE FROM AND/OR OTHERWISE MODIFY ANY OF THESE PROPOSALS DURING THE COURSE OF NEGOTIATIONS WITHOUT PREJUDICE AND WITHOUT PRECEDENT. IN ADDITION, EACH ELECTED OFFICIAL RESERVES THE RIGHT TO VOTE AS THEY DEEM APPROPRIATE IN CONSIDERATION OF THE RATIFICATION OF ANY TENTATIVE AGREEMENT BROUGHT TO THE COUNTY BOARD FOR A SUCCESSOR AGREEMENT.