

AGENDA
Notice of Regular Meeting
Sauk County Board of Supervisors
Tuesday, January 21, 2025 – 6:00 p.m.
County Board Meeting Room 326, 3rd Floor
West Square Building, Baraboo, WI 53913

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 the Sauk County Clerk's Office at 608-355-3286, 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.

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

a. PUBLIC WORKS AND INFRASTRUCTURE COMMITTEE:

- i. Resolution 1-2025 To Honor Dale Bauer For Over 36 Years Of Faithful Service To The People Of Sauk County. (Pages 4-5)**

7. SCHEDULED APPEARANCES

- a. Jeff Wright, Superintendent of Sauk Prairie School District – re: Sauk Prairie School District Child Education Center.**

8. PUBLIC COMMENT

- a. Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Vice Chair. During Public Comment, any person who is not a member of the body may comment on a specific item or issue that is on the agenda. Any comments not related to the agenda should be sent to the County Clerk to forward to the County Board.**

9. COMMUNICATIONS (*All communications are attached to Granicus*)

10. APPOINTMENTS

a. TRANSPORTATION COORDINATION COMMITTEE:

- i. Amanda Running, New Appointment, Citizen Member
3-year term – 01/21/2025 to 01/18/2028**
- ii. Alan Wilding, New Appointment, Citizen Member
3-year term – 01/21/2025 to 01/18/2028**
- iii. Thomas Kolb, New Appointment, Citizen Member
3-year term – 01/21/2025 to 01/18/2028**

11. BILLS

12. CLAIMS

13. ELECTIONS

14. PROCLAMATIONS

15. REPORTS – INFORMATIONAL, NO ACTION REQUIRED

- a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): none.
- b. Lisa Wilson, Sauk County Administrator
 - i. Administrator’s Report.
- c. Tim McCumber, Sauk County Board Chair
 - i. Board Chair Update.
 - ii. Discover Wisconsin Shorts: <https://vimeo.com/1038024036/51d33e8e6b?ts=0&share=copy>

16. UNFINISHED BUSINESS

17. NEW BUSINESS

a. ECONOMIC DEVELOPMENT COMMITTEE:

- i. **Resolution 2-2025** Petitioning The Secretary Of Transportation For Airport Improvement Aid. (Pages 6-8)
- ii. **Resolution 3-2025** Authorizing Sauk County Administration To Execute An Endorsement Letter In Support Of La Valle Telephone Cooperative Inc.’S Broadband Equity Access Deployment (BEAD) Grant Funding Application To The Wisconsin Public Service Commission (PSC). (Pages 9-10)
- iii. **Resolution 4-2025** Authorizing Sauk County Administration To Execute An Endorsement Letter In Support Of Connect Holding II LLC D/B/A Brightspeed’s (Brightspeed) Broadband Equity Access Deployment (BEAD) Grant Funding Application To The Wisconsin Public Service Commission (PSC). (Pages 11-12)

b. EXECUTIVE AND LEGISLATIVE COMMITTEE:

- i. **Resolution 5-2025** To Approve A Memorandum Of Agreement (MOA) And Lease Agreement With The UW-Platteville For Continued Use Of The UW-Platteville Baraboo Sauk County Campus. (Pages 13-33)

c. HEALTH RESOURCES COMMITTEE AND EXECUTIVE & LEGISLATIVE COMMITTEE:

- i. **Rule Change Petition:** Committee Name Change Health Resources And Human Services Committee. (Pages 34-35)

d. LAND RESOURCES & EXTENSION COMMITTEE:

- i. **Ordinance 6-2025** Amendment To Approve A Map Amendment (Rezoning) Of Lands In The Town Of Sumpter From An Agriculture To A Recreational Commercial Zoning District Filed Upon Marx Family Enterprises LLC, Property Owner. (Pages 36-37)

- e. It is anticipated that the Board will consider a motion to convene in closed session pursuant to Wis. Stat. s. 19.85(1)(g) "Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved," to wit: *Sauk County Citizens for Senior Care, U.A., et. al. v. Sauk County (Sauk County Case 24CV451)* & *State ex. rel. Sauk County Citizens for Senior Care U.A., et. al v. Sauk County (Sauk County Case 24CV543)*. A roll call vote will be taken to enter into closed session. The Board will then reconvene in open session following the closed session. There will be a break to allow for audio and video recording to be setup. The Board may have discussion and take official action on matters discussed in closed session regarding the lawsuits filed against Sauk County in *Sauk County Citizens for Senior Care, U.A., et. al. v Sauk County (Sauk County Case 24CV451)* and/or *State ex. rel. Sauk County Citizens for Senior Care U.A., et. al v. Sauk County (Sauk County Case 24CV543)* or other action as required as a result of the closed session.

18. REFERRALS

19. NEW AGENDA ITEMS (NO DISCUSSION). SUBMIT IN WRITING OR BY E-MAIL NEW BUSINESS ITEMS TO THE COUNTY ADMINISTRATOR 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.

www.co.sauk.wi.us

Agenda mail date via United States Postal Service: January 16, 2025

Agenda Preparation: Tim McCumber, Sauk County Board Chair, jointly with the Sauk County Clerk and the Sauk County Administrator.

s:/admin/Co Bd Agendas/2025/ctybdagendaJANUARY2025

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RESOLUTION #

Resolution to Honor Dale Bauer for over 36 years of Faithful Service to the People of Sauk County

Resolution offered by the Public Works and Infrastructure Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: It is custom of the Sauk County Board of Supervisors to recognize staff members who have served the people of Sauk County with distinction. Dale faithfully served the people of Sauk County for the Highway Department. Dale started at the Highway Department on June 6, 1988, as an unskilled laborer before becoming a Patrolman in 2005 and finally a Highway Operator 1 in 2021. Dale maintained professional and ethical integrity while serving the County. Dale was an essential team member to the Highway Department and all of Sauk County.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation, and commends Dale Bauer for over 36 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 Dale Bauer an appropriate certificate and commendation as a token of our esteem.

Approved for presentation to the County Board by the Public Works and Infrastructure Committee, this 21st day of January 2025.

Consent Agenda Item: YES NO

Fiscal Impact: None Budgeted Expenditure Not Budgeted

Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes X No _____ as reviewed by the Corporation Counsel, [Signature], Date: _____

Offered and passage moved by:

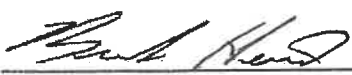
[Signature] Aye Nay Abstain Absent
Brian Peper

[Signature] Aye Nay Abstain Absent
Kevin Schell

[Signature] Aye Nay Abstain Absent
Thomas Dörner

[Signature] Aye Nay Abstain Absent
Terry Spencer

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Bryant Hazard

Aye Nay Abstain Absent




Robert Spencer

Aye Nay Abstain Absent

Smooth Detter

Aye Nay Abstain Absent



Valerie McAuliffe

Aye Nay Abstain Absent



AYE

Fiscal Note: None **BILL STEHLING**

MIS Note:

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RESOLUTION #

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

**BY
County Board of Supervisors
Sauk County, Wisconsin**

WHEREAS, the Sauk County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. 114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport; and,

WHEREAS the sponsor desires to develop or improve the Tri-County Regional Airport, Sauk County, Wisconsin.

“PETITION FOR AIRPORT PROJECT”

WHEREAS the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. 62.23(5), and

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

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

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a General Aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: rehabilitation/upgrade/modify terminal building; rehabilitate/reconstruct taxiways; conduct airport master plan and update airport layout plan; crack fill and sealcoat airport pavements; acquire snow removal equipment; fuel system upgrades; clear and maintain runway approaches as stated in Wis. Admin. Code Trans 55, and any necessary related work.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

52 WHEREAS, it is recognized that the improvements petitioned for as listed will be funded
53 individually or collectively as funds are available, with specific project costs to be approved as
54 work is authorized, the proportionate cost of the airport development projects described above
55 which are to be paid by the sponsor to the Secretary of the Wisconsin Department of
56 Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of
57 the project; any unneeded and unspent balance after the project is completed is to be returned
58 to the sponsor by the Secretary; the sponsor will make available any additional monies that may
59 be found necessary, upon request of the Secretary, to complete the project as described above;
60 the Secretary shall have the right to suspend or discontinue the project at any time additional
61 monies are found to be necessary by the Secretary, and the sponsor does not provide the
62 same; in the event the sponsor unilaterally terminates the project, all reasonable federal and
63 state expenditures related to the project shall be paid by the sponsor; and
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65 WHEREAS the sponsor is required by Wis. Stat. 114.32(5) to designate the Secretary as its
66 agent to accept, receive, receipt for, and disburse any funds granted by the United States under
67 the Federal Airport and Airway Improvements Act, and is authorized by law to designate the
68 Secretary as its agent for other purposes.
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70 **“DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR’S AGENT”**
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72 THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated
73 as its agent and is requested to agree to act as such, in matters relating to the airport
74 development project described above, and is hereby authorized as its agent to make all
75 arrangements for the development and final acceptance of the completed project whether by
76 contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for
77 and disburse federal monies or rother monies, either public or private, for the acquisition,
78 construction, improvement, maintenance and operation of the airport; and, to acquire property
79 or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. 32.02; and,
80 to supervise the work of any engineer, appraiser, negotiator, contractor or other person
81 employed by the Secretary; and, to execute any assurances or other documents required or
82 requested by any agency of the federal government and to comply with all federal and state
83 laws, rules, and regulations relating to airport development projects.
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85 FURTHER, the sponsor requests that the Secretary provide, per Wis. Stats. 114.33(8)(a),
86 that the sponsor may acquire certain parts of the required land or interests in the land that the
87 Secretary finds necessary to complete the aforesaid project.
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89 **“AIRPORT OWNER ASSURANCES”**
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91 AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the
92 airport in accordance with certain conditions established in Wis. Admin. Code Trans 55, or in
93 accordance with sponsor assurances enumerated in a federal grant agreement.
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95 AND BE IT FURTHER RESOLVED that the Tri-County Airport Commission Chairman and
96 Tri-County Airport Commission Secretary be authorized to sign and execute the agency
97 agreement and federal block grant owner assurances authorized by this resolution.
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100 RESOLUTION INTRODUCED BY:

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102 Mark “Smooth” Dettter, Chair

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Robert Prosser, Vice Chair

Peter Kinsman

Nathan Johnson

Marty Krueger

Bryant Hazard

Timothy McCumber

CERTIFICATION

I, _____, Clerk of Sauk County, Wisconsin, do hereby certify that the foregoing is a correct copy of a resolution introduced at a regular meeting of the Sauk County Board of Supervisors on January 21, 2025, adopted by a majority vote, and recorded in the minutes of said meeting.

Becky Evert, Sauk County Clerk

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RESOLUTION #

Resolution Authorizing Sauk County Administration to execute an endorsement letter in support of La Valle Telephone Cooperative Inc.'s Broadband Equity Access Deployment (BEAD) grant funding application to the Wisconsin Public Service Commission (PSC).

Resolution offered by the Economic Development Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: Sauk County recognizes that broadband connectivity and reliability is critical infrastructure for the entire county to participate in the full benefits of our society and economy, including access to telemedicine, education and economic opportunities. The federal Broadband Equity, Access and Deployment (BEAD) grant program was established to provide significant funding to expand high-speed, reliable and affordable internet access to all Americans regardless of their geographic location. The availability of the Wisconsin PSC's \$1,055,823,573.71 BEAD funding is crucial for supporting infrastructure projects that will enhance connectivity for households and businesses in Sauk County and beyond.

In 2023-2024, the Economic Development Committee, working collaboratively with the PSC conducted a countywide survey of broadband needs and issues and found 963 unserved and underserved households and businesses in Sauk County. The Economic Development Committee is committed to bridging this digital divide by endorsing Internet Service Providers (ISPs) who have a proven record of accomplishment in Sauk County and have provided documentation of their ability and desire to build infrastructure to connect all within the county.

WHEREAS La Valle Telephone Cooperative Inc. is seeking BEAD funding through the Wisconsin PSC for eight (8) project units (PUs) with 78 broadband service locations (BSLs) in the Northwest quadrant of Sauk County.

WHEREAS, La Valle Telephone Cooperative Inc. has a proven record of accomplishments in Sauk County for making investments in infrastructure improvements and accessibility; and,

WHEREAS, La Valle Telephone Cooperative Inc. has provided plans for this project.

THEREFORE, BE IT RESOLVED by the Sauk County Board of Supervisors, having met in regular session, to endorse the application of La Valle Telephone Cooperative Inc. for BEAD funding to support their broadband infrastructure project in Sauk County.

BE IT FURTHER RESOLVED the Sauk County Board of Supervisors directs its Economic Development Director to draft and provide a letter signed by the Administrator to the Public Service Commission of Wisconsin and La Valle Telephone Cooperative Inc. outlining this endorsement and verifying the applicant and geographic location affected, which shall include the minutes from this meeting.

Approved for presentation to the County Board by the Economic Development Committee, this 20th day of January 2025.

52 Consent Agenda Item: [X] YES [] NO

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

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56 Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____

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58 The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed
59 by the Corporation Counsel, _____, Date: _____.

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61 Offered and passage moved by: Economic Development Committee

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63 _____ Aye Nay Abstain Absent

64 Mark "Smooth" Detter, Chair

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66 _____ Aye Nay Abstain Absent

67 Bryant Hazard

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69 _____ Aye Nay Abstain Absent

70 Nathan Johnson

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72 _____ Aye Nay Abstain Absent

73 Peter Kinsman

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75 _____ Aye Nay Abstain Absent

76 Marty Krueger

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78 _____ Aye Nay Abstain Absent

79 Timothy McCumber

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81 _____ Aye Nay Abstain Absent

82 Robert Prosser

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84 Fiscal Note: No Impact - The BEAD grant does not require the county to provide matching funds.

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86 MIS Note: No Impact

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RESOLUTION #

Resolution Authorizing Sauk County Administration to execute an endorsement letter in support of Connect Holding II LLC d/b/a Brightspeed's (Brightspeed) Broadband Equity Access Deployment (BEAD) grant funding application to the Wisconsin Public Service Commission (PSC).

Resolution offered by the Economic Development Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: Sauk County recognizes that broadband connectivity and reliability is critical infrastructure for the entire county to participate in the full benefits of our society and economy, including access to telemedicine, education and economic opportunities. The federal Broadband Equity, Access and Deployment (BEAD) grant program was established to provide significant funding to expand high-speed, reliable and affordable internet access to all Americans regardless of their geographic location. The availability of the Wisconsin PSC's \$1,055,823,573.71 BEAD funding is crucial for supporting infrastructure projects that will enhance connectivity for households and businesses in Sauk County and beyond.

In 2023-2024, the Economic Development Committee, working collaboratively with the PSC conducted a countywide survey of broadband needs and issues and found 963 unserved and underserved households and businesses in Sauk County. The Economic Development Committee is committed to bridging this digital divide by endorsing Internet Service Providers (ISPs) who have a proven record of accomplishment in Sauk County and have provided documentation of their ability and desire to build infrastructure to connect all within the county.

WHEREAS Brightspeed is seeking BEAD funding through the Wisconsin PSC for 14 project units (PUs) with 777 broadband service locations (BSLs) in Sauk County.

WHEREAS, Brightspeed has a proven record of accomplishments in Sauk County for making investments in infrastructure improvements and accessibility; and,

WHEREAS, Brightspeed has provided plans for this project.

THEREFORE, BE IT RESOLVED by the Sauk County Board of Supervisors, having met in regular session, to endorse the application of Connect Holding II LLC d/b/a Brightspeed for BEAD funding to support their broadband infrastructure project in Sauk County.

BE IT FURTHER RESOLVED the Sauk County Board of Supervisors directs its Economic Development Director to draft and provide a letter signed by the Administrator to the Public Service Commission of Wisconsin and Brightspeed outlining this endorsement and verifying the applicant and geographic location affected, which shall include the minutes from this meeting.

Approved for presentation to the County Board by the Economic Development Committee, this 20th day of January 2025.

Consent Agenda Item: [X] YES [] NO

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

Vote Required: Majority = X 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed by the Corporation Counsel, _____, Date: _____.

Offered and passage moved by: Economic Development Committee

_____ Aye Nay Abstain Absent

Mark "Smooth" Detter, Chair

_____ Aye Nay Abstain Absent

Bryant Hazard

_____ Aye Nay Abstain Absent

Nathan Johnson

_____ Aye Nay Abstain Absent

Peter Kinsman

_____ Aye Nay Abstain Absent

Marty Krueger

_____ Aye Nay Abstain Absent

Timothy McCumber

_____ Aye Nay Abstain Absent

Robert Prosser

Fiscal Note: No Impact - The BEAD grant does not require the county to provide matching funds.

MIS Note: No Impact

RESOLUTION #

Resolution to Approve a Memorandum of Agreement (MOA) and Lease Agreement with the UW-Platteville for Continued Use of the UW-Platteville Baraboo Sauk County Campus

Resolution Offered by the Executive and Legislative Committee

Resolved by the Board of Supervisors of Sauk County, Wisconsin:

BACKGROUND: The UW Campus Commission has been working with the UW-Platteville to update the Memorandum of Agreement (MOA) and the Lease Agreement for their continued use of certain buildings on the campus for academic and other support services. The buildings anticipated for continued use are the Thomas C. Pleger Science Building and the Aural M. Umhoefer Building, together with access to common areas. The MOA and Lease Agreement outline the continued collaboration and cooperation between the UW-Platteville, City of Baraboo, and Sauk County; and enable the City and County to reimagine or re-purpose those spaces that are not in use by the university.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, who met in regular session, hereby approves the Memorandum of Agreement (MOA) and the Lease Agreement with the UW-Platteville, and authorizes the County Administrator and the UW Campus Commission Chair to execute said Agreements (Exhibits A and B); and

Approved for presentation to the County Board by the Executive and Legislative Committee this 21st day of January 2025.

Consent Agenda Item: [] YES [X] NO

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

Vote Required: Majority = _X_ 2/3 Majority = _____ 3/4 Majority = _____

The County Board has the legal authority to adopt: Yes _X_ No _____ as reviewed by the Corporation Counsel, [Signature], Date: 01.16.2025

Offered and passage moved by the Executive and Legislative Committee:

Chair Tim McCumber [] Aye [] Nay [] Abstain [] Absent

Vice-Chair John Deitrich [] Aye [] Nay [] Abstain [] Absent

Supervisor Lynn A. Eberl [] Aye [] Nay [] Abstain [] Absent

Supervisor Brian Peper [] Aye [] Nay [] Abstain [] Absent

Supervisor Marty Krueger [] Aye [] Nay [] Abstain [] Absent

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| _____ | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay | <input type="checkbox"/> Abstain | <input type="checkbox"/> Absent |
| Supervisor Dennis Polivka | | | | |
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| Supervisor Mark "Smooth" Dettler | | | | |
| _____ | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay | <input type="checkbox"/> Abstain | <input type="checkbox"/> Absent |
| Supervisor Patricia Rego | | | | |
| _____ | <input type="checkbox"/> Aye | <input type="checkbox"/> Nay | <input type="checkbox"/> Abstain | <input type="checkbox"/> Absent |
| Supervisor Sheila Carver | | | | |

Fiscal Note: The UW Campus Commission adopted its 2025 Budget, which includes funds for the operation and maintenance of the facilities. In addition, Sauk County included \$390,000 to be used for additional operation and maintenance purposes at the Campus, which cover items noted within the MOA and Lease Agreements.

MIS Note: None

**MEMORANDUM OF AGREEMENT BETWEEN
THE UW- BARABOO-SAUK COMMISSION CAMPUS COMMISSION**

And

**BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM doing business UW-PLATTEVILLE
BARABOO-SAUK COMMISSION**

This Memorandum of Agreement is entered into this XX day of XXXXX, 2024, between the Board of Regents of the University of Wisconsin System doing business as UW-Platteville Baraboo-Sauk County, hereinafter referred to as the University, and the U.W. Baraboo-Sauk County Campus Commission, hereinafter referred to as the Commission.

WHEREAS, Sauk County and the City of Baraboo jointly own certain property as tenants in common, upon which they have constructed buildings, said property being more formally described in Exhibit "A" attached; and

WHEREAS, the City and County have leased to the University, under separate document, the land and facilities thereon described in Exhibits "A", "B" and "C"; and

WHEREAS, the U.W. Baraboo-Sauk County Campus Commission was established in 1969 to act as a liaison between the City, County, and University; and

WHEREAS, the University and the Commission entered into a Memorandum of Agreement dated July 1, 1970, and wish to modify the terms and conditions of all prior agreements; and

WHEREAS, the University and Commission deem it mutually advantageous to continue to serve the educational needs of the Baraboo-Sauk County region by maintaining a University Campus of the University of Wisconsin-Platteville in Baraboo; and

WHEREAS, the University and Commission desire to work together to ensure the long-term accessibility and stability of the University Campus and maximize the utilization of the property for not only the educational needs of the region but also the greater good of Baraboo and Sauk County community;

NOW, THEREFORE, the University and Commission agree as follows:

1. The University shall continue to operate, during the term of the lease, a University Campus of the University of Wisconsin Platteville at its current location in Baraboo; and
2. The Commission shall continue to provide all necessary upkeep and repairs to the buildings and the surrounding premises. The Commission shall also make any improvements and alterations to the buildings that the Commission deems appropriate and necessary, subject to the Commission's annual budget; and

3. Effective February 1, 2025, the Commission shall be responsible for facility maintenance, janitorial service, utilities and groundskeeping. The costs associated with these services shall be the responsibility of the Commission unless expressly agreed to otherwise a lease agreement. ~~Utility costs shall be apportioned between the University and the Commission per the terms of the applicable lease;~~ and

4. The University agrees to make a good faith effort to identify space not necessary for on-going full-time instructional purposes and identify spaces that are needed on a part-time basis to serve UW-Platteville Baraboo-Sauk County students in order to allow the Commission to begin the process of reimagining and repurposing underutilized space on the campus. By May 31st, 2025 the University shall vacate any space that will not be utilized for full-time instructional purposes and provide written notification, identifying for the Commission, space that may be needed on a part-time basis. The parties agree that the Library shall be vacated by the University by the start date of the renegotiated lease. The University will make a good faith on-going effort to identify spaces that may be vacated prior to May 31, 2025, and will notify the Commission of available space; and

5. The Commission, in consultation with the University, agrees to update Article II, Section 4 of its By-Laws, along with any other relevant sections, to reflect the terms of this agreement no later than ~~January 1, 2025~~ March 1st, 2025; and

6. The parties agree to enter into lease negotiations to update the lease to reflect current space needs and to update the terms as the parties may agree upon subject to approval, as necessary, by each party's governing body; and

7. Upon execution of an updated lease agreement, the University shall transfer its interest in any existing sub-lease or space rental agreement, occurring on the property described in Exhibit A, to the Commission or an entity designated by the Commission; and

8. The University agrees to assist in facilitating, at the request and direction of Sauk County and City of Baraboo, a strategic planning process related to the utilization of the property for not only the educational needs of the region but also the greater good of the Baraboo and Sauk Commission community.

9. Upon execution of an updated lease agreement relinquishing the University's interest in the T.N. Savides Library Building and consistent with applicable policies and procedures, the University agrees to transfer the remaining contents i.e. furnishings, fixtures, equipment and miscellaneous items within the T.N. Savides Library Building to Sauk County and City of Baraboo under Wis. Admin. Code § DOA 11.06(2)(2024).

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

11. This Agreement, including any exhibits, contains the entire agreement between the parties and supersedes and replace all prior agreements, promises and understandings, oral or written, between the undersigned regarding the prior agreements referenced herein.

The parties have hereunto subscribed their names as of the date first above written or the date of the last signature below, whichever is later.

Board of Regents of the University of Wisconsin System

By: _____

Senior Associate Vice President

Dated: _____

Sauk County

By: _____

Sauk County Administrator

Date: _____

City of Baraboo

By: _____

Title: _____

Date: _____

Commission:

By: _____

Campus Commission Chairperson

Date: _____

DRAFT Gross Lease

THIS LEASE, between Sauk County and the City of Baraboo (the "Lessor"), whose addresses are 505 Broadway, Baraboo, Wisconsin, and 105 S. Boulevard Baraboo, Wisconsin and the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, doing business as University of Wisconsin-Platteville Baraboo Sauk County Campus (the "Lessee");

The parties agree as follows:

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

The buildings known as Thomas C. Pleger Science Building and the Aural M. Umhoefer Building, together with all appurtenances and access to common areas, located at 1006 Connie Road in the City of Baraboo, Wisconsin (the "Buildings"), which Premises are further described on Exhibit A (site plan) attached.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as academic and other support space for the of University of Wisconsin-Platteville, Baraboo Sauk County Campus.
3. **CONTINUED OCCUPANCY AND VACANCY OF PREMISES.** In addition, Lessee may have the option for continued occupancy of the Lange Center and Fine & Performing Arts Hill Music Center through May 31, 2025. Lessee will continue to identify spaces that may be vacated prior to May 31, 2025 and has the option to further reduce the amount of lease space upon written notice to the Lessor.
4. **TERM.** The lease term hereunder shall begin on February 1, 2025 and end on December 31, 2026.
5. **INITIAL TERM RENTAL.** The Lessee shall have full use and access to the space at no cost to the Lessee
6. **RENEWAL RENTALS.** Lessor shall provide notice to Lessee at least 180 days prior to the expiration of the lease that it will not be renewed. If such notice is not given and provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, be renewed for three (3) successive one-year periods from and after January 1, 2027 subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor at least 90 days before the Lease would otherwise expire.

Prior to the termination of the initial term of this Lease and all renewal options included herein, Lessor and Lessee may upon mutual consent and agreement negotiate terms and conditions for additional renewal periods.

7. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

8. **COVENANTS OF LESSOR.** Lessor hereby agrees with Lessee as follows:

- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy, or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy. Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- b) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- c) Lessor shall maintain, at Lessor's expense, the Premises so as to comply with all federal, state and local codes applicable to the Premises.

Lessor agrees to complete, at Lessee's sole cost and expense, any reasonable improvements to the Premises which the Lessee requests to improve the health, safety and security of the Premises, which are in excess of code requirements and not required by Schedule I.

- d) Pursuant to 2019 Wisconsin Executive Order 1, Lessor agrees it will hire only on the basis of merit and will not discriminate against any persons performing under a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- e) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, or developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This

provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting for the provisions of the non-discrimination clause.

- f) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the rent is fifty thousand dollars (\$50,000) or more per year and the Lessor employs fifty (50) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Board of Regents of the University of Wisconsin System, whose address and phone number are listed at the bottom of the enclosed form. Instructions and technical assistance in preparing the plan are available from the Board of Regents of the University of Wisconsin System and will be forwarded to the Lessor upon presentation of UWSA form attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time, as the above cited plan is accepted.
- g) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move-related costs. No rent shall accrue to the Lessor during the period of time the Lessee does not occupy the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

h) The Lessor attests that neither the space covered by this Lease nor the Lessor's business is owned by a state public official or state employee as defined in section 19.45, Wisconsin Statute. The Lessor further attests that no university employee has any ownership of the space or Lessor's business, amounting to more than 10% as provided in Wis. Admin. Cod chapter UWS8.

i)

For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above. The Lessee is responsible for any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, that are not a result of the Lessee's actions the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe. In the event that the presence of any of the items, as defined above is caused by the Lessee's actions, the Lessee shall be responsible for all costs associated with rendering the Premises safe, and for any damages to the Premises.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials,

substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- j) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty-eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48 hour period, the Lessee may require that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and immediately replaced with new materials of identical quality or better quality.
- k) Lessor agrees to provide prior notification and provision of safety data sheets (SDS) if applicable to the Lessee's on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and SDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.
- l) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.
- m) Lessor shall be responsible for paying to taxing authority the real estate taxes and any assessments on the Premises.

9. **COVENANTS OF LESSEE.** Lessee hereby agrees with Lessor as follows:

- a) Lessee does hereby promise and agree to pay the rent in the manner specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.

- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted.
- c) The default by Lessee (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.
- d) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, "All Risk" property insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$1.0 million each occurrence and \$2.0 million general aggregate**. Under all conditions noted above, the commercial general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage. Lessor shall add the Lessee, the "Board of Regents of the University of Wisconsin System" as an additional insured under the commercial general liability policy.

Lessee agrees to maintain liability coverage for its officers, employees and agents under the State of Wisconsin Self-Funded Liability Program. Lessee also agrees to maintain property coverage under the State

of Wisconsin Self-Funded Property Program for contents, fine arts, or equipment owned by the University.

10. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor, its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Lease.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment and pursuant to Wisconsin statutes. The Lessee further agrees to indemnify and hold harmless the Lessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with this Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by § 893.82 and 895.46(1), Wis. Stats.

11. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by §704.07, Wis. Stats., throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents, students or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto. This includes annual inspections required for health and safety.

12. **DAMAGE OR DESTRUCTION.** In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 60 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the Premises (un-tenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate

this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are un-tenantable and Lessee does not elect to terminate this Lease, Lessor shall make a good faith effort ~~proceed-immediately~~ to rebuild and restore the Premises in a timely manner to its condition immediately prior to said damage or destruction.

In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of un-tenantability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the un-tenantability, Lessee may terminate this Agreement.

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

If to Lessor: Sauk County Clerk
 505 Broadway
 Baraboo, WI 53913

City of Baraboo Clerk
105 S. Boulevard
Baraboo, WI 53913

Rent sent to: Same as above

If to Lessee: Real Estate Specialist
 University of Wisconsin System
 Capital Planning and Budget
 780 Regent Street
 Madison, WI 53715-2635

14. **FUNDING.** The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event such funding is not made available to the program or programs involved, the Lessee may at its option and upon sixty (60) days prior written

notice to the Lessor, terminate this Lease. Use beyond the limits of the funds already available is contingent upon the future availability of funds.

15. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
16. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.
17. **SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.
18. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of pandemic, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
19. **EMINENT DOMAIN.** In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the

date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

20. **LESSEE COSTS.** Lessee shall be responsible for all utility costs associated with the Thomas C. Pleger Science Building and the Aural M. Umhoefer Building. In addition, Lessee shall be responsible for all monthly phone and data costs for the Premises.
21. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
22. **AUTHORIZATION. BINDING EFFECT.** This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by all authorities or signatories, and no work is authorized until the Lease is fully executed.
23. **WAIVER.** The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
24. **COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
25. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with

the laws of the State of Wisconsin.

26. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
27. **OTHER.** Lessee acknowledges and agrees that it can, by law, agree to the terms of this Lease based on its interpretation of the same as of the date of execution below. Further, neither party hereto waives any rights or remedies available to it by law. Notwithstanding the foregoing and/or anything stated in this Lease to the contrary, however, Lessee does not agree to any term or condition it cannot agree to by law, nor does it waive sovereign immunity.

The parties have hereunto subscribed their names as of the date first above written or the date of the last signature below, whichever is later.

LESSOR:

By: _____

Printed Name, Title

Dated: _____

LESSEE:

Board of Regents of the University of Wisconsin System

By: _____

Senior Associate Vice President

Dated: _____

File No. 285-730

SCHEDULE I

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

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

| | |
|----------------------------------|----------------------------------|
| Summer | Winter |
| 76 Degrees (+/- 2 ^o) | 70 Degrees (+/- 2 ^o) |
| 50% Humidity Level (+/- 10%) | 25% Humidity Level (+/- 5%) |

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10^o of the above temperatures.

2. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2004 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.

Lessor shall meet the following requirements:

- a. All new HVAC units and equipment installed shall be high-efficiency type.
- b. All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:
Seasonal set points shall be as follows:
Summer: 76 Degrees (+/- 2 degrees) and humidity of 50% (+/- 10%)
Winter: 70 Degrees (+/- 2 degrees) and humidity level of 25% (+/-5%)
- c. Provide a fully ducted supply and plenum return HVAC system with adequate zoning.
- d. All new exterior walls and ceilings must meet minimum insulation code requirements.
- e. Provide perimeter heating for exterior walls if required to meet seasonal set-points.
- f. Provide space heating for airlocks and lobbies, if necessary.
- g. All air-handling equipment filters are changed quarterly.
- h. Provide automatic temperature adjustment capability for unoccupied modes.
- i. Provide separate venting/fans for restrooms.
- j. Provide an approved "Test and Balance" report, for newly constructed and /or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
- k. Thermostat locations in open office area to be 70" AFF.
- l. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
- m. The use of non-tenant adjustable thermostats or locking thermostat covers.

3. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.

4. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
5. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors. Provide a minimum of 1 foot candle security lighting for on-premise parking areas.
6. Provide (2) master keys for entrance doors.
7. At Lessee's cost provide Water and Sewer & Heat and Air conditioning.
8. At Lessee's cost provide electricity for lights and other electrical equipment necessary for operation of the Premises.
9. At Lessor's cost furnish, install and replace during the term of this Lease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
10. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) **must meet all requirements of new construction** for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
11. Furnish building occupancy or use permit(s) if required.
12. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
13. **JANITORIAL SERVICES** Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

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

AREA AND FREQUENCY INDICATION:

TWICE WEEKLY

- a. All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc.) - Clean glass in doors and metal framework; Empty/clean exterior ashtrays, waste containers and replace can liners; Sweep, mop floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish water fountains; and spot clean walls and doors.
- b. Restrooms - Clean and disinfect dispensers, sinks, toilets, urinals and polish bright work.

- c. Office Areas - Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

ONCE-WEEKLY

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

SEMI-ANNUAL

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

14. **PUBLIC HEALTH EMERGENCY CLEANING.** In addition to the forgoing cleaning requirements, in the event that the federal, state, or applicable local government issues an order or declares a public health emergency in the geographic region encompassing the Premises to prevent the spread of a communicable disease, Lessor shall perform any applicable additional cleaning measures recommended by such authority(ies) to prevent the spread of a communicable disease, including, without limitation, changes to the frequency or scope of cleaning and the use of cleaning chemicals meeting particular standards. In addition, Lessor shall, in the event of such an order or declaration of a public health emergency, direct all of its staff and contractors (including, but not limited to, janitorial staff and contractors) to comply with any reasonable precautions recommended by the such authority(ies) in order to prevent the spread of a communicable disease. The foregoing additional cleaning measures and precautions shall be required for the duration of the declared public health emergency or for the period specified in such order, and for such reasonable time thereafter as Lessee may request.

Lessee will reimburse Lessor for the reasonable out-of-pocket cost to Lessor of the additional cleaning above the base cleaning required under this Lease after receipt by Lessee of paid written invoices that details the additional charges. Such invoices shall be submitted regularly by Lessor, but in no event more frequently than monthly, nor less frequently than every three months.

- 15. Provide signage, including building directory listing, suite identification, and any other Lessor provided signage consistent with others in the Building (this does not include Lessee's own exterior signage.)
- 16. Provide parking places in adjacent parking area, which is understood by the parties hereto to include overnight parking for State-owned vehicles.
- 17. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice

removal from the rent due the Lessor.

Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

PETITION FOR COUNTY BOARD RULE AMENDMENT

Petition for County Board Rule Amendment offered by Supervisor Rego

BACKGROUND:

Update language related Health Resources (HR) to Health and Human Services (HHS). The current name of the committee was created during the consolidation of committees and during the initial process there were as many as five (5) departments assigned to this committee. Public Health and Human Services would reflect the two (2) departments this committee serves. This would also embody many other counties and Wisconsin Counties Association (WCA) when these two departments are combined as departments and/or committees.

THEREFORE, IT IS PROPOSED THAT RULE IV. COMMITTEES, B. STANDING COMMITTEES OF THE BOARD

Line 576 Health Resources be replaced with HEALTH AND HUMAN SERVICES

Approved for presentation to the County Board by the Health Resources Committee, this 12 day of November, 2024

Approved for presentation to the County Board by the Executive & Legislative Committee, this ___ day of ___, 2024

Vote Required: Majority = ___ 2/3 Majority = ___ 3/4 Majority = ___

The County Board has the legal authority to adopt: Yes [x] No ___ as reviewed by the Corporation Counsel, [Signature], Date:

11.11.2024

Offered and passage moved by:

Health Resources Committee

[Signature] [x] Aye [] Nay [] Abstain [] Absent
Pat Rego, Chair

[Signature] [x] Aye [] Nay [] Abstain [] Absent
Joan Fordham, Vice Chair

[Signature] [x] Aye [] Nay [] Abstain [] Absent
Supervisor David Clemens

[Signature] [x] Aye [] Nay [] Abstain [] Absent
Supervisor Rebecca Ritzke

[Signature] [x] Aye [] Nay [] Abstain [] Absent
Supervisor Thomas Dorner

51 Renee Mikonowicz Aye Nay Abstain Absent
52 Renee Mikonowicz

53 Eleanor Vita Aye Nay Abstain Absent
54 Dr. Eleanor Vita
55

56 _____ Aye Nay Abstain Absent
57 Vacant
58

59
60 **Executive & Legislative Committee**

61 Tim McCumber Aye Nay Abstain Absent
62 Tim McCumber, Chair
63

64 John Deitrich Aye Nay Abstain Absent
65 John Deitrich, Vice Chair
66

67 Dennis Polivka Aye Nay Abstain Absent
68 Supervisor Dennis Polivka
69

70 _____ Aye Nay Abstain Absent
71 Supervisor Mark "Smooth" Dettler
72

73 Lynn Eberl Aye Nay Abstain Absent
74 Supervisor Lynn Eberl
75

76 Pat Rego Aye Nay Abstain Absent
77 Supervisor Pat Rego
78

79 Marty Krueger Aye Nay Abstain Absent
80 Supervisor Marty Krueger
81

82 Sheila Carver Aye Nay Abstain Absent
83 Supervisor Sheila Carver
84

85 Brian Peper Aye Nay Abstain Absent
86 Supervisor Brian Peper
87

88
89
90 Fiscal Note: None mt
91

92 MIS Note:

1
2
3 **GENERAL CODE OF SAUK COUNTY, WISCONSIN**
4 **ORDINANCE AMENDMENT #**
5

6 **Ordinance Amendment to approve a map amendment (rezoning) of lands in the**
7 **Town of Sumpter from an Agriculture to a Recreational Commercial Zoning District**
8 **filed upon Marx Family Enterprises LLC, property owner.**
9

10 **Ordinance Amendment offered by the Land Resources and Extension Committee**
11

12 **BACKGROUND:**
13

14 Background: Marx Family Enterprises LLC owns property in the SW ¼, NE ¼, and SE ¼,
15 NW ¼, Section 15, T10N, R6E, Town of Sumpter, and has requested a map amendment
16 (rezoning) of property legally described pursuant to petition 13-2024 from Agriculture to
17 Recreational Commercial zoning. The intent of the map amendment (rezoning) is to allow
18 the property owners to redevelop the former monastery to operate a hotel/motel, indoor
19 recreation facility, outdoor recreation facility, and eating establishment with alcohol, liquor,
20 or malt beverages.
21

22 Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and
23 amend a zoning ordinance. At a public hearing held by the Land Resources and Extension
24 (LRE) Committee on December 23, 2024; the LRE Committee made findings pursuant to
25 Sauk County Code of Ordinance §7.150(9) and recommended approval of the map
26 amendment.
27

28 Pursuant to Wis. Stat. §66.1001 Wisconsin Statutes, any program or action of a local
29 governmental unit that affects land use shall be consistent with the comprehensive plan.
30 The Sauk County Comprehensive Plan, adopted by the Sauk County Board of Supervisors
31 in 2009, defines managing and focusing “on efficient land use patterns that promotes
32 redevelopment of under-utilized lands. It sets limits on outward growth, incorporates
33 permanent land preservation techniques, and achieves livable communities.” Upon
34 evaluation of the request, the Land Resources and Extension Committee found that the
35 rezone request to the Recreational Commercial Zoning District maintains this objective.
36

37 **NOW, THEREFORE, THE SAUK COUNTY BOARD OF SUPERVISORS DOES**
38 **ORDAIN AS FOLLOWS:**

39 Section 1. Any existing ordinances, codes, resolutions, or portions thereof in
40 conflict with this ordinance shall be and hereby are repealed as far as any conflict exists.

41 Section 2. This ordinance shall take effect the day after passage and publication
42 as required by law.

43 Section 3. If any claims, provisions or portions of this ordinance are adjudged
44 unconstitutional or invalid by a court of competent jurisdiction, the remainder of this
45 ordinance shall not be affected thereby.

46 Section 4. Section 7.005(2) Official Zoning Map of the General Code of Sauk
47 County, Wisconsin, is amended as follows:
48

49 Rezone of the approximate 15.05 acres of tax parcel 034-0170-08000 from an Agriculture
50 Zoning District to a Recreational Commercial Zoning District.
51

52 Approved for presentation to the County Board by the Land Resources and Extension
53 Committee this 23rd day of December, 2024.

54
55 Consent Agenda Item: [] YES [] NO

56
57 Fiscal Impact: [X] None [] Budgeted Expenditure [] Not Budgeted

58
59 Vote Required: Majority = _____ 2/3 Majority = _____ 3/4 Majority = _____

60
61 The County Board has the legal authority to adopt: Yes 3 No _____ as
62 reviewed by the Corporation Counsel, [Signature], Date:
63 01.14.2024

64
65
66 Offered and passage moved by:

67
68 [Signature] Aye Nay Abstain Absent

69 MARTY KRUEGER, CHAIR

70
71 [Signature] Aye Nay Abstain Absent

72 DENNIS POLIVKA, VICE CHAIR

73
74 [Signature] Aye Nay Abstain Absent

75 PETER KINSMAN

76
77 [Signature] Aye Nay Abstain Absent

78 ROBERT SPENCER

79
80 [Signature] Aye Nay Abstain Absent

81 BRANDON LOHR

82
83 [Signature] Aye Nay Abstain Absent

84 LYNN EBERL

85
86 [Signature] Aye Nay Abstain Absent

87 VALERIE MCAULIFFE

88
89 _____ Aye Nay Abstain Absent

90 ROBERT PROSSER

91
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97
98
99

100 Fiscal Note: None [Signature]

101
102 MIS Note: