

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION #12 -67

DATE: OCTOBER 16, 2012

INTRODUCED BY: Land, Forestry, Parks and Zoning Committee

PARCEL IDENTIFICATION NO. 29028 TNE 608

INTENT: LAND SALE TO BOWER

SYNOPSIS: SALE IN TOWN OF NECEDAH

FISCAL NOTE: Income of \$4,850.00

WHEREAS, Juneau County, Wisconsin, is the owner of the following described lands:

Part of the NW ¼ SE ¼ of Section 26, Township 18 North, Range 3 East, Juneau County, Wisconsin, described as starting at the Northwest corner of the above described property; thence due South, a distance of 330 feet; thence East, parallel with the Quarter Quarter Section line, a distance of 660 feet; thence due North, a distance of 330 feet; thence west along the Quarter Section Line, a distance of 660 feet, to place of beginning, subject, however, to right of way of the East 33 feet of the above described land. AND Part of the NW ¼ SE ¼ of Section 26, Township 18 North, Range 3 East, Juneau County, Wisconsin, described as commencing at the Southeast Corner of the Northwest One-quarter of the NW ¼ SE ¼, thence 1320 feet to the length of forty North, thence West 330 feet to the point of beginning, thence South 66 feet, thence West 330 feet, thence North 66 feet, thence East 330 feet to a point of beginning, being one-half acre more or less in Section 26, Township 18 North, Range 3 East, Juneau County, Wisconsin.

WHEREAS, said real estate was taken by property tax foreclosure in 2011; and


WHEREAS, said real estate was advertised for sale with a minimum bid of \$4,800.00, and the highest bid received was the bid of \$4,850.00 from Melvin Bower;

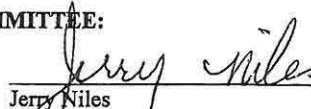
WHEREAS, the Juneau County Land, Forestry, Parks and Zoning Committee recommends the sale of said property for \$4,850.00 plus the costs of sale to Bower in the best interests of the County;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does (1) approve acceptance of said offer and completion of said real estate transaction forthwith by quit claim deed from the County to Bower and (2) authorize Juneau County Board Chairperson Alan K. Peterson and Juneau County Clerk Kathleen C. Kobylski to duly execute the documents necessary to complete the transaction, when they are approved by the Juneau County Corporation Counsel, as the official act of Juneau County.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON OCTOBER 16, 2012.


LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:


Edmund Wafle, Chairperson

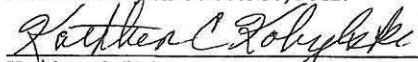

Jerry Niles

David Arnold

Margaret Marchetti


Beverly Larson

Adopted by the County Board of Supervisors of
Juneau County on October 16, 2012.


Kathleen C. Kobylski, Juneau County Clerk -243-

SUMMARY OF REAL ESTATE TRANSACTION JUNEAU COUNTY

Type of Transaction: Sale of Tax Foreclosed Land

Parcel No.: 29028 TNE 608

Location: Town of Necedah

Size:

Minimum Bid Set: \$4,800.00

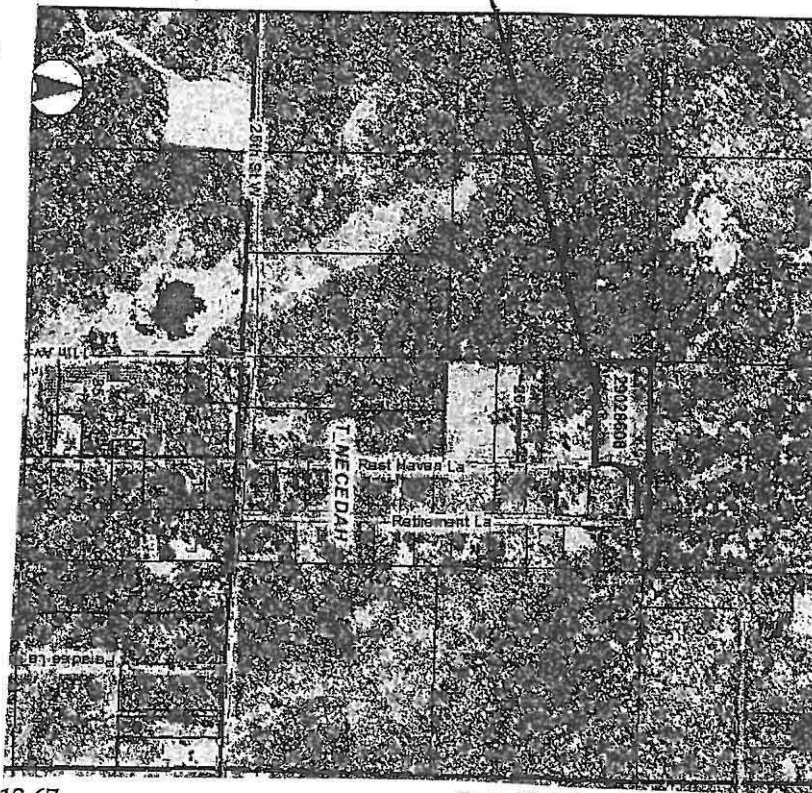
Highest Bid Received: \$4,850.00

Highest Bid Accepted From: Melvin L. Bower
1437 Kane Street
La Crosse, WI 54603

In REM Foreclosure Data:

- Year Taken- 2011
- Taken From- Joseph W. Sbarboro
- Total Unpaid Taxes- \$2,325.19

See Map Attached:



RESOLUTION NO. 12-67

Date: October 16, 2012

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION #12 -68

DATE: OCTOBER 16, 2012

INTRODUCED BY: Land, Forestry, Parks and Zoning Committee

PARCEL IDENTIFICATION NO. 29028 TNE 1116.01

INTENT: LAND SALE TO LINDSEY

SYNOPSIS: SALE IN TOWN OF NECEDAH

FISCAL NOTE: Income of \$10,100.00

WHEREAS, Juneau County, Wisconsin, is the owner of the following described lands:

A part of the SW ¼ of the NE ¼ of Sec. 16, T18N, R4E, in the Town of Necedah, Juneau County, Wisconsin, to-wit: Commencing at the center of said Sec. 16; thence along the East line of Sylvan Park Subdivision, bearing N00-35-09E, 335.32 feet to the NE corner of said Sylvan Park Subdivision; thence along the North-South Quarter line bearing N00-02-37W, 836 feet; thence along a line bearing S45-02-37E, 449.42 feet; thence bearing S88-54-13E, 149.74 feet to the point of beginning. Thence bearing N00-18-40W, 394 feet; thence bearing S88-54-13E, 444.00 feet; thence bearing S00-18-40E, 394 feet; thence bearing N88-54-13W, 444 feet to the point of beginning. This described parcel of land is subject to the ingress-egress access easement area being the North 33 feet thereof, and shall have ingress-egress access rights in common with others over a strip of land 66 feet in width Easterly to the existing town road known as 19th Avenue.

WHEREAS, said real estate was taken by property tax foreclosure in 2012; and


WHEREAS, said real estate was advertised for sale with a minimum bid of \$10,000.00 and a bid of \$10,100.00 was received from Jeremy Lindsey;

WHEREAS, the Juneau County Land, Forestry, Parks and Zoning Committee recommends the sale of said property for \$10,100.00 plus the costs of sale to Lindsey in the best interests of the County;

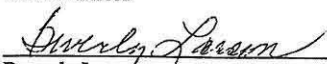
NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does (1) approve acceptance of said offer and completion of said real estate transaction forthwith by quit claim deed from the County to Lindsey and (2) authorize Juneau County Board Chairperson Alan K. Peterson and Juneau County Clerk Kathleen C. Kobylski to duly execute the documents necessary to complete the transaction, when they are approved by the Juneau County Corporation Counsel, as the official act of Juneau County.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON OCTOBER 16, 2012.

LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:



Edmund Wafle, Chairperson


Jerry Niles

David Arnold

Beverly Larson

Margaret Marchetti

Adopted by the County Board of Supervisors of
Juneau County on October 16, 2012.


Kathleen C. Kobylski, Juneau County Clerk

SUMMARY OF REAL ESTATE TRANSACTION JUNEAU COUNTY

Type of Transaction: Sale of Tax Foreclosed Land

Parcel No.: 29028 TNE 1116.01

Location: Town of Necedah

Size: 4.015 Acres

Minimum Bid Set: \$10,000.00

Highest Bid Received: \$10,100.00

Highest Bid Accepted From: Jeremy Lindsey
203 Bently Court
Necedah, WI 54646

In REM Foreclosure Data:

- Year Taken- 2012
- Taken From- Troy and Lee Ann Miller
- Total Unpaid Taxes- \$8,497.49

See Map Attached:



RESOLUTION NO. 12-68

Date: October 16, 2012

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION #12 -69

DATE: OCTOBER 16, 2012

INTRODUCED BY: Land, Forestry, Parks and Zoning Committee

PARCEL IDENTIFICATION NO. 29221 CEL 753

INTENT: LAND SALE TO INGRAM

SYNOPSIS: SALE IN CITY OF ELROY

FISCAL NOTE: Income of \$1.00, and elimination of costs to the County of approximately \$44,500 to demolish the building on site.

WHEREAS, Juneau County, Wisconsin, is the owner of the following described lands:

The W ½ of Lot 6 and the South 40 feet of the W ¼ of Lot 7, Block 12, of Whicher's Addition to the City of Elroy, Juneau County, Wisconsin.

WHEREAS, said real estate was taken by property tax foreclosure in 2011; and

WHEREAS, said real estate was advertised for sale with a minimum bid of \$10,000.00 and a bid of \$1.00 was received from Heather J. Ingram;

WHEREAS, the Juneau County Land, Forestry, Parks and Zoning Committee recommends the sale of said property for \$1.00 to Ingram in the best interests of the County, because it will save the County the approximately \$44,500.00 cost to demolish the building on site that would have been necessary pursuant to Resolution No. 12- 61 passed by the Board last month;

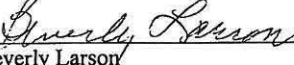
NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does (1) approve acceptance of said offer and completion of said real estate transaction forthwith by quit claim deed from the County to Ingram and (2) authorize Juneau County Board Chairperson Alan K. Peterson and Juneau County Clerk Kathleen C. Kobylski to duly execute the documents necessary to complete the transaction, when they are approved by the Juneau County Corporation Counsel, as the official act of Juneau County.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON OCTOBER 16, 2012.

LANDS, FORESTRY, PARKS AND ZONING COMMITTEE:

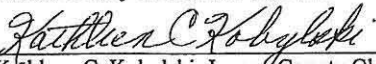

Edmund Wafle, Chairperson


Jerry Niles

David Arnold

Beverly Larson

Margaret Marchetti

Adopted by the County Board of Supervisors of
Juneau County on October 16, 2012.


Kathleen C. Kobylski, Juneau County Clerk

SUMMARY OF REAL ESTATE TRANSACTION JUNEAU COUNTY

Type of Transaction: Sale of Tax Foreclosed Land

Parcel No.: 29221 CEL 753

Location: City of Elroy

Size:

Minimum Bid Set: \$10,000.00

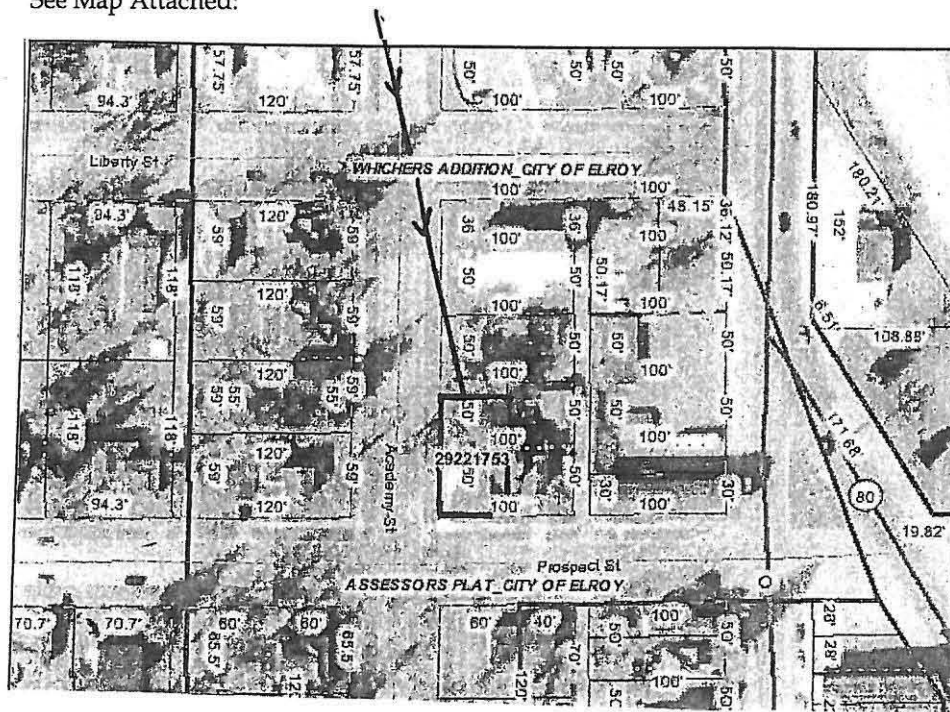
Highest Bid Received: \$1.00

Highest Bid Accepted From: Heather Ingram
W1319 Arrowhead Road
Wisconsin Dells, WI 53965

In REM Foreclosure Data:

- Year Taken- 2011
- Taken From- Thomas Kotten
- Total Unpaid Taxes- \$8,506.98

See Map Attached:



RESOLUTION NO. 12-69

Date: October 16, 2012

Juneau County Board of Supervisors

Courthouse, 220 East State Street
Mauston, Wisconsin 53948



RESOLUTION #12 -70

DATE: OCTOBER 16, 2012

INTRODUCED BY: Executive Committee

SYNOPSIS: Authorizing a Disposal Contract with "Shred-it"

FISCAL NOTE: Varying monthly amounts for shredding and disposal services

WHEREAS, Juneau County is required by law in numerous instances and by sound public policy in general to shred many documents containing confidential or otherwise highly sensitive information that is not public information; and

WHEREAS, it is economical and advisable for the County to secure outside shredding and disposal services for said documents; and

WHEREAS, the best and most economically reasonable services are available from Drake Wisconsin, L.L.C., doing business as "Shred-it," under its standard Client Service Agreement, which has been prepared for the County, a true copy of which is attached to this Resolution; and

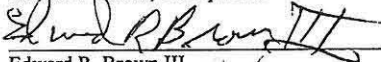
WHEREAS, the County has been operating successfully under the terms of the agreement since on or about September 18, 2012, and the written contract should be formally approved and duly executed by the County;

NOW, THEREFORE, BE IT RESOLVED, that the Juneau County Board of Supervisors shall and hereby does (1) approve and adopt the terms and conditions of the attached Client Service Agreement with "Shred-it" and (2) authorize County Board Chairperson Alan K. Peterson to duly execute said agreement as the official act of Juneau County.

INTRODUCED AND RECOMMENDED FOR ADOPTION ON OCTOBER 16, 2012.

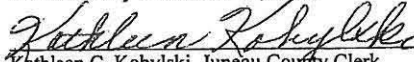
EXECUTIVE COMMITTEE:


Alan K. Peterson, Chairperson


Edward R. Brown III


Michael Kelley

Adopted by the County Board of Supervisors of
Juneau County on October 16, 2012.


Kathleen C. Kobylski, Juneau County Clerk



Making sure it's secure.™

CLIENT SERVICE AGREEMENT

This CLIENT SERVICE AGREEMENT (the "**Agreement**"), between Drake Wisconsin, LLC d/b/a Shred-it ("**Shred-it**") and Juneau County, Wisconsin ("**Juneau County**") for its ADRC/Aging Unit, District Attorney's Office, Public Health Department, Circuit Court Judges' Offices, Corporation Counsel's Office, Department of Human Services, and any other department or agency it may designate ("**Client**"), takes effect on September 18, 2012 (the "**Effective Date**").

In consideration of the promises set forth in this Agreement, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the terms set forth below will have the following meanings:
 - 1.1 A "**Certificate of Destruction**" is a document that Shred-it provides to Client as confirmation that the Document Destruction Process, as described in Section 2.2, has been completed with respect to certain Confidential Materials.
 - 1.2 "**Confidential Materials**" are any materials, including documents, that are placed within Shred-it's Locked Security Consoles located on Client's business premises
 - 1.3 "**Locked Security Consoles**" are secured storage containers designed for the day-to-day collection and storage of Client's Confidential Materials.
 - 1.4 "**Shredded Material**" consists of the waste material that is produced by Shred-it's mechanical shredding devices during the Document Destruction Process.
2. **Shred-it Services.** Shred-it solely will provide the following services to Client (the "**Services**"):
 - 2.1 **Equipment.** Shred-it will provide and maintain a reasonable supply of Locked Security Consoles and other related equipment for the collection and storage of Client's Confidential Materials.
 - 2.2 **Document Collection and Destruction.** Shred-it will: (a) physically collect Client's Confidential Materials on a regularly scheduled basis, to be mutually determined by Shred-it and Client; and (b) upon physical collection of the Confidential Materials, destroy, on or in reasonable proximity to Client's business premises, the Confidential Materials through use of vehicle mounted mechanical shredding devices (the "**Document Destruction Process**").
 - 2.3 **Certification.** At the conclusion of the Document Destruction Process, Shred-it will immediately provide Client with a Certificate of Destruction.
 - 2.4 **Inspection Rights.** Upon Client's request, an authorized representative of Client may, at any time, inspect the Document Destruction Process.
 - 2.5 **Document Disposal and Recycling.** Shred-it will recycle or otherwise dispose of Client's Shredded Material in the ordinary course of Shred-it's business.
3. **Ownership of Equipment.** The Locked Security Consoles and any other equipment provided to Client by Shred-it will at all times remain the property of Shred-it. Client will have no interest in or rights to the Locked Security Consoles or the other equipment provided by Shred-it.
4. **Damaged Equipment.** Client will fully compensate Shred-it for any damage to, or loss of, the Locked Security Consoles or any other equipment supplied to Client by Shred-it; except for any equipment loss or damage directly caused by Shred-it, which loss or damage shall be Shred-it's responsibility.
5. **Service Fee.** As a "**Service Fee**," Client will pay Shred-it the greater of: (a) \$45 for first 64 gals minimum amount, (b) \$20.00 per each additional tote (64 gallons) for collection, shredding and related services during the month on which the Service Fee is based. Client will pay the Service Fee within 30 days of receiving an invoice for services upon which the Service Fee is based (the "**Due Date**"). In the event the Client is required to pay a Service Fee for each remaining month of the then-current term of this Agreement pursuant to the terms of either Section 8 or Section 9, the Service Fee charged to Client for each remaining month of the Agreement will be equal to the greater of: (a) the average monthly Service Fee assessed to Client for all prior months of the then-current term of the Agreement; or (b) the average monthly Service Fee assessed to Client during the immediately preceding term of the Agreement, if any.

6. **Late Fees and Interest.** Any outstanding balance on Client's account, including without limitation any Service Fee remaining unpaid after the Due Date, will bear interest at the lesser rate of: (a) 1.5% per month or 18% per annum, or (b) the maximum rate permitted by law.
7. **Adjustment of Fees.** In the event the Initial Term provided in Section 8 is for a period of 2 years or longer, Shred-it reserves the right to modify the amount of the Service Fee from time to time; provided that Shred-it will not increase the service fee by more than 5% during any given 12 month period.
8. **Term of Agreement.** This Agreement will remain in force for a term of 2 year(s) (the "Initial Term"), and will automatically renew for an unlimited number additional one-year terms (a "Renewal Term") unless terminated by either party, by written notice, at least 30 days prior to the expiration of either the Initial Term or of any Renewal Term. Within 10 days of termination by either party pursuant to this Section 8, Client will pay Shred-it in full for any and all outstanding balances for Services performed by Shred-it prior to termination of the Agreement. In the event Client terminates this Agreement prior to the completion of the Initial Term, or of any Renewal Term, Client will pay Shred-it, in addition to other amounts owed to Shred-it, a Service Fee for each remaining month of the then-current term of this Agreement.
9. **Default and Termination.** If either Customer or Shred-it breaches this Agreement by failing to perform any of their respective obligations under this Agreement, the nonbreaching party reserves the right to suspend performance of its obligations under this Agreement and/or to terminate this Agreement by providing 30 days written notice of termination to the party in default. Customer will, within 10 days of receiving notice of termination from Shred-it, pay Shred-it in full: (a) any and all outstanding account balances for Services performed by Shred-it prior to termination of the Agreement; and (b) a Service Fee for each remaining month of the then-current term of this Agreement.
10. **Excused Performance.** Shred-it will not be in breach for failure to comply with the provisions of this Agreement where Shred-it's failure is due to circumstances beyond Shred-it's reasonable control including without limitation strikes, wars, riots, civil commotion, fires, natural disasters and acts of government.
11. **Assignment.** Client will not assign this Agreement without the written consent of Shred-it.
12. **Miscellaneous.** No amendment to this Agreement or waiver of the rights or obligations of either party is effective unless in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement.

The parties have executed this Agreement as of the date first written above.

SHRED-IT

CLIENT

By: Gregory Schwartz

By: Alan K. Peterson

Its: _____

Its County Board Chairperson

DATED _____

DATED _____