

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

**COMMITTEE:** SAUK COUNTY BOARD OF SUPERVISORS  
**DATE:** WEDNESDAY, FEBRUARY 19, 2020  
**TIME:** 6:00 PM  
**PLACE:** ROOM 326, WEST SQUARE BUILDING, 505 BROADWAY, BARABOO, WI

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

- 1) Call to Order and Certify Compliance with Open Meeting Law.
- 2) Roll Call.
- 3) Invocation and Pledge of Allegiance.
- 4) Adopt Agenda.
- 5) Adopt Minutes of Previous Meeting: January 21, 2020 Regular Meeting; January 28, 2020 Special Meeting and February 7, 2020 Special Meeting.
- 6) General Consent Agenda Items.
- 7) Scheduled Appearances.
- 8) Public Comment – 3 minute limit: Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Chair.
- 9) Communications.
  - a. 01/22/2020 letter from Jeffrey R. Seering, re: Letter to D.A. Albrecht. (Pages 5-11)
  - b. 01/14/2020 letter from David Landsverk, Sauk Prairie Airport, Inc., re: Monies budgeted for Sauk-Prairie Airport. (Page 12)
  - c. 02/04/2020 letter from Catherine Ankenbrandt, re: Resignation from Ethics Inquiry Board – effective immediately. (Page 13)
  - d. 02/12/2020 e-mail from Nicole Peterson, re: Sauk County Corruption. (Pages 14-15)
- 10) Appointments.

**HUMAN SERVICES BOARD:**  
Jennifer Watts, New Appointment, Citizen Member  
Cliff Thompson, New Appointment, Citizen Member  
3 – Year Terms – 02/10/2020 to 02/21/2023

**REVOLVING LOAN FUND COMMITTEE:**  
Atty Myron LaRowe, Re-Appointment, Citizen Member  
Thomas Fleming, Re-appointment, Citizen Member  
2 – Year Terms – 02/19/2020 to 02/15/2022
- 11) Bills.
- 12) Claims.
- 13) Elections.
  - a. Election of new Chair of the Sauk County Board of Supervisors.
- 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. Peter Vedro, County Board Chair
  - Report question and answer period. (Not to exceed 10 minutes)
- c. Alene Kleczek Bolin, Administrative Coordinator.
  - Public input session;
  - Budget update
  - Report question and answer period. (Not to exceed 10 minutes)

16) Unfinished Business.

17) New Business.

**BOARD OF HEALTH COMMITTEE:**

Resolution 13-2020 Authorizing A Contract For Five Point Solutions. (Pages 16-22)

Resolution 14-2020 Authorizing A Contract For The Treatment Alternatives And Diversion Grant.  
(Pages 23-29)

**FINANCE COMMITTEE AND LAND RESOURCES & ENVIRONMENT COMMITTEE**

Resolution 15-2020 Amending The 2020 Land Resources And Environment Budget And Authorizing The Use Of Badger Army Ammunition Carryforward Funds. (Pages 30-41)

**HIGHWAY COMMITTEE:**

Ordinance 1-2020 Amending Sauk Co. Code Chapter 15 To Add All-Terrain Vehicle (ATV) And Utility-Terrain Vehicle (UTV) Crossings And Routes On County Highways. (Page 42)

Resolution 16-2020 Authorization to Purchase Five (5) Pick-Up Trucks From Wisconsin State Bid For The Sauk County Highway Department. (Pages 43-44)

**LAND RESOURCES AND ENVIRONMENT COMMITTEE:**

Resolution 17-2020 Disapproving A Map Amendment (Rezoning) Of Lands In The Town Of Greenfield From Single Family Residential To An Agriculture District Filed Upon Jason And Kymberly Swed, Property Owner. (Page 45)

Resolution 18-2020 Authorizing An Additional Expenditure Of \$4,950.00 For A Sauk County Snowmobile Bridge.  
(Page 46)

**PROPERTY COMMITTEE:**

Resolution 19-2020 Authorization To Purchase One 2020 2500 Chevy Express Cargo Van And Storage System For The Communications Technician. (Pages 47-48)

**EXECUTIVE & LEGISLATIVE COMMITTEE:**

Resolution 20-2020 Approving Amendment To Professional Services Agreement With MSA Professional Services ("MSA") For Administration Of The Sauk County Community Development Block Grant Revolving Loan Fund Housing Program ("CDBG"). (Pages 49-51)

Resolution 21-2020 Support Collaboration Between Sauk County And The Ho-Chunk Nation For Future Mixed-Use Development. (Page 52)

Resolution 22-2020 Supporting The Ho-Chunk Nation Application For Village West Land Into Trust Application, Withdrawing Prior Objection, And Rescinding Resolutions #53-2011 And #78-2015.  
(Pages 53-54)

Resolution 23-2020 Approving Contract With Krueger, Hernandez, And Thompson, SC By Attorney Jess L. Leichsenring To Provide Legal Services To The Human Services Department. (Page 55-58)

Resolution 24-2020 for Appointing Interim Administrative Coordinator. (Page 59)

The County Board may entertain a motion and proceed in closed session pursuant to:

- Wis. Stat. § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
- Wis. Stat. § 19.85(1)(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations;
- and Wis. Stat. § 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

Consideration of the of investigations and inquiries related to the administrative leave of the Corporation Counsel and Assistant Corporation Counsel, the circumstances and progress of those inquires and investigations, and the potential legal ramifications of those matters .

Reconvene into open session with possible action from closed session.

Possible Resolution 25-2020 Appointment Of Interim Corporation Counsel. (Page60)

18) Referrals.

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

20) Adjournment.

Respectfully,



Peter J. Vedro  
County Board Chair

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

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

County Board Members:

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

Any person who has a qualifying disability that requires the meeting or materials at the meetings to be in an accessible location or format should or format should contact Sauk County at 608-355-3269, or TTY at 608-355-3490, between the hours of 8:00 AM and 4:30 PM, Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.

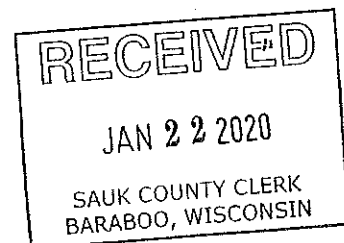
[www.co.sauk.wi.us](http://www.co.sauk.wi.us)

Agenda mail date via United States Postal Service: February 13, 2020.

Agenda Preparation: Peter Vedro, County Board Chair.

s:/admin/Co Bd Agendas/2020/ctybdagendaFEBRUARY2020

1138 14th Street  
Reedsburg, WI 53959



Dear District Attorney Michael Albrecht,

I am writing this letter to file an Open Meetings Law violation complaint against four members of the Sauk County Board's Executive and Legislative Committee. I am contending that four members of the committee, Peter Vedro, Thomas Kriegl, William Hambrecht and David Riek, should be cited in violation of the Open Meetings Law when they met in closed session on Jan. 7, 2020. I did not include committee member Wally Czuprynko in this complaint because he was apparently asked to leave the meeting room (and did) during the closed session and thus was not party to the improperly noticed closed session discussion and action that is the subject of this complaint.

I have attached a copy of the Jan. 7 agenda. I am alleging that the committee violated the Open Meetings Law when it discussed and acted in closed session on a motion to have County Board and Executive and Legislative committee chairperson Peter Vedro issue subpoenas to county board members and also county employees. If you look at the agenda, you will see no listing concerning issuing of subpoenas. Given that the agenda item 18 includes the word "criminal" six times under a closed session listing, it is obvious this discussion and action would be of public interest, particularly since at least four county board members, Martin Krueger, Wally Czuprynko, Carl Gruber and Tim McCumber were issued subpoenas as a result of this meeting as was Sauk County Clerk Rebecca Evert.

While the agenda lists "Discussion and possible action on criminal complaint" in relation to several allegations listed in Agenda item 18, I do not believe those words adequately describe the actual action of the Executive and Legislative Committee authorizing Chairperson Vedro to issue subpoenas.

My reason is as follows, based on the Open Meetings Handbook on the State of Wisconsin website, two pages which are attached. It refers to a case, *Buswell vs. Tomah Area School District*, in which courts ruled that going into closed session for the "purpose of consideration and/or action concerning employment relations with district personnel" was vague, misleading and legally insufficient" when the Tomah school board voted to approve a contract with its teacher union in that closed session.

The handbook further states: "In making that determination, the factors to be considered include: "(1) the burden of proving more detailed notice, (2) whether the subject is of particular public interest, and (3) whether it involves non-routine action that the public would be unlikely to anticipate."

I believe the committee failed with its agenda notice in all three factors.

1. The agenda notice gave absolutely no indication that subpoenas would be issued to county elected officials and employees.
2. It is certainly of public interest when members of a county board committee issue subpoenas to other county board members and also the county's own employees, employees who regularly report to county board oversight committees.
3. This issuing of subpoenas by a county committee chairperson is anything but routine. The complainant, I, Jeffrey Seering, covered county board meetings from 1983 up through March of 2017 as editor of the Reedsburg Times-Press, Reedsburg Report and Reedsburg Independent, from which he retired in 2017. During those years he received and read county committee agenda notices and after retiring, I continued to regularly look at county agendas online. In no time during those years of coverage did Seering ever see any instances of Sauk County committee chairpersons issuing subpoenas to anyone. So that action is anything but routine in recent county government history. The issuing of the subpoenas as a

result of the meeting certainly fits the description of "novel" as listed in the Open Meetings handbook. It states: "Novel issues may...require more specific notice."

The Handbook further states: "The Attorney General has similarly advised, in an informal opinion, that if a meeting notice contains a general subject matter designation and a subject that was not specifically noticed comes up at the meeting, a governmental body should refrain from engaging in any information gathering or discussion or from taking any action that would deprive the public of information about the conduct of government business."

Furthermore I contend that even if it is determined that the subject and approval of issuing of subpoenas is legal under the Jan. 7 meeting notice, it still was handled improperly. I do not know if the motion of approve issuing subpoenas was done during the closed session or if the committee came out of closed session and then voted on the motion. Video of the meeting on the county website ends at the point the committee went into closed session. However I believe the motion was illegal under the Open Meetings Law either way.

There is no rationale for voting on such a motion in closed session. Once subpoenas are issued, they are out of control of the county and in the hands of those who receive them, who are under no obligation to keep them secret. That makes them a public record. So there is no legal justification for acting on such as action in closed session, particularly with no public notice that such an action might be taken. Secondly, if the committee did come out of closed session and then voted on it in open session before adjourning, it would still be a violation as such an action was not listed on the committee's Jan. 7 agenda as would be required by law.

Filing this complaint is especially disappointing to me because the county's corporation counsel was obviously present at the meeting and should have counseled committee members about Open Meetings concerns. However that does not relieve committee members of their obligation to follow the Open Meetings Law. It is their personal responsibility. The four members of the committee have served on the county board for several years, during which at least once that I personally witnessed, an expert on Open Meetings Law came to a board meeting to make a presentation on the subject.

It is also more than a little ironic that one of the listed closed session topics was "possible criminal violations for intentional violation of the open meetings law by county board supervisors." So ignorance is no excuse.

I also have concerns that agenda item 18 lists several "criminal" allegations, including "possible criminal conspiracy to prevent prevent investigation of criminal negligence by one or more county officials/employees." I interpret "county officials" to be county elected officials such as supervisors and constitutional officers as all county department heads are county employees. The agenda lists no time, place or nature of the alleged criminal negligence. So it could have been committed, if it indeed happened, by hundreds of county employees across several different departments that regularly deal with health and safety issues, as well as unnamed county elected officials. Since there is no time listed, it could also include past county employees and elected officials. That is pretty broad shadow of alleged guilt to be casting over a very large number of people.

I am not a lawyer, nor I am related to any county employees or elected officials. Though I am acquainted with many through my past newspaper work, I also do not socialize regularly with any. However I do believe in good government.

Thank you for your time and consideration.

Respectfully,



Jeffrey R. Seering,  
1138 14th Street  
Reedsburg, Wisconsin

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

**COMMITTEE:** EXECUTIVE & LEGISLATIVE COMMITTEE  
**DATE/TIME:** Tuesday, January 7, 2020 03:00 P.M.  
Room 213, West Square Building, 505 Broadway, Baraboo, WI

**REASON FOR MEETING: REGULAR**  
**SUBJECTS FOR DISCUSSION:**

1. Call to Order and Certify Compliance with Open Meetings Law.
2. Adopt Agenda.
3. Approval of Minutes of Previous Meetings.
4. Approval of Closed Session Minutes.
5. Public Comment.
6. Communications.
  - a. Knowles Stewardship Grant Notification Letter.
7. \* Appearance by Sharon Klumpp, Director of BakerTilly, to Discuss Performance Feedback.
8. Jeff Jelinek, Emergency Management
  - a. Monthly Report/Review and Approval of Vouchers.
  - b. Consideration of Resolution Commending Flood Long Term Recovery Committee
9. Steve Pate, MIS
  - a. Monthly Report/Review and Approval of Vouchers.
  - b. Consideration of Computer Donation Requests.
  - c. Consideration of Memorandum Of Understanding (MOUs) For Services From Local Municipalities
  - d. Consideration of Resolution Authorizing a Letter of Commitment for the Upgrade of the 911 System for the Federal Nexgen911 Grant Program.
10. Becky Evert, County Clerk
  - a. Monthly Report/Review and Approval of Vouchers.
11. Daniel Olson, Corporation Counsel
  - a. Monthly Report/Review and Approval of Vouchers.
12. Alene Kleczek Bolin, Administrative Coordinator
  - a. Monthly Report/Review and Approval of Vouchers.
  - b. Approval of Donation of Blackhawk War Print.
13. \*Supervisor Czuprynski – Consideration of Proposal Authorizing Any Department Head Needing A Legal Opinion To Engage Outside Legal Counsel And Have All Associated Expenses Deducted From Corporation Counsel Budget.
14. Consideration of Resolution for Citizen Advisory Referendum for a Return of Wisconsin Medicare/Medicaid Funds.
15. Discussion of Changes to Sauk County Code of Ethics.
16. Facilitation of Process for Performance Feedback of Administrative Coordinator and Corporation Counsel Positions.
17. Possible closed session pursuant to Wisc. Stats. 19.85 (1) (c) Considering employment, promotion, compensation or performance evaluating data of any public employee over which the (body has jurisdiction or exercises responsibility. Review of Jeff Jelinek, Emergency Management Director.
18. Possible closed session pursuant to Wis. Stat. sec. 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. Discussion and possible action on criminal complaint referral to Wisconsin attorney general regarding possible criminal conspiracy to obstruct an investigation, possible criminal conspiracy to prevent investigation of criminal negligence by one or more county officials/employees, possible criminal conspiracy to intimidate local official, possible violations of misconduct in office for unauthorized or improper exercise of government authority and possible criminal violations for intentional violations of the open meetings law by county board supervisors.
19. Possible closed session pursuant to Wis. Stat. sec. 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. Discussion and possible action on ethics

- complaint referrals for unauthorized disclosure of confidential information, unauthorized access to confidential information, unauthorized exercise of authority and other possible violations.
20. Reconvene in open session immediately following the closed session.
  21. Next meeting date, time and agenda items.
  22. Adjourn.

**TO:**

County Clerk  
Corporation Counsel  
Vedro  
Kriegl

Kleczek Bolin  
Czuprynko  
Hambrecht  
Riek

Pate  
Jelinek  
Baldwin  
Posewitz

L. Vodak  
Crammond  
Olson

**DATE NOTICE MAILED:** January 6, 2020  
**PREPARED BY:** Office of the Administrative Coordinator

**Any person who has a qualifying disability that requires the meeting or materials at the meeting to be in an accessible location or format should contact Sauk County (608-355-3269 or TTY 608-355-3490) between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.**

# COPY FROM WIS. OPEN MEETINGS HANDBOOK

On June 13, 2007, the Wisconsin Supreme Court overruled *H.D. Enterprises* and announced a new standard to be applied prospectively to all meeting notices issued after that date.<sup>129</sup> In *State ex rel. Buswell v. Tomah Area School District*, the court held that a public notice for a closed session for the purpose of "consideration and/or action concerning employment/negotiations with district personnel pursuant to Wis. Stat. § 19.85(1)(c)" was vague, misleading and legally insufficient, where the school board tentatively approved a collective bargaining agreement between it and the teacher's union.<sup>130</sup> In reaching that conclusion, the court determined that "the plain meaning of Wis. Stat. § 19.84(2) sets forth a reasonableness standard, and that such a standard strikes the proper balance contemplated in Wis. Stat. §§ 19.81(1) and (4) between the public's right to information and the government's need to efficiently conduct its business."<sup>131</sup> This reasonableness standard "requires a case-specific analysis" and "whether notice is sufficiently specific will depend upon what is reasonable under the circumstances."

132

In making that determination, the factors to be considered include: "[1] the burden of providing more detailed notice, [2] whether the subject is of particular public interest, and [3] whether it involves non-routine action that the public would be unlikely to anticipate."

133

The first factor "balances the policy of providing greater information with the requirement that providing such information be 'compatible with the conduct of governmental affairs.' Wis. Stat. § 19.81(1)."<sup>134</sup> The determination must be made on a case-by-case basis.<sup>135</sup> "[T]he demands of specificity should not thwart the efficient administration of governmental business."

136

The second factor takes into account "both the number of people interested and the intensity of that interest," though the level of interest is not dispositive, and must be balanced with other factors on a case-by-case basis.

137

The third factor considers "whether the subject of the meeting is routine or novel."

138

There may be less need for specificity where a meeting subject occurs routinely, because members of the public are more likely to anticipate that the subject will be addressed.

139 "Novel issues may . . . require more specific notice."

140

Whether a meeting notice is reasonable, according to the court, "cannot be determined from the standpoint of when the meeting actually takes place," but rather must be "based upon what information is available to the officer noticing the meeting at the time the notice is provided, and based upon what it would be reasonable for the officer to know."

141

Once reasonable notice has been given, "meeting participants would be free to discuss any aspect of the noticed subject matter, as well as issues that are reasonably related to it."

142

However, "a meeting cannot address topics unrelated to the information in the notice."

143

The Attorney General has similarly advised, in an informal opinion, that if a meeting notice contains a general subject matter designation and a subject that was not specifically noticed comes up at the meeting, a governmental body should refrain from engaging in any information gathering or discussion or from taking any action that would deprive the public of information about the conduct of governmental business.

144

Whether a meeting notice reasonably apprises the public of the meeting's subject matter may also depend in part on the surrounding circumstances. A notice that might be adequate, standing alone, may nonetheless fail to provide reasonable notice if it is accompanied by other statements or actions that expressly contradict it, or if the notice is misleading when considered in the light of long-standing policies of the governmental body.

145

In order to draft a meeting notice that complies with the reasonableness standard, a good rule of thumb will be to ask whether a person interested in a specific subject would be aware, upon reading the notice, that the subject might be discussed. In an unpublished, post-Buswell decision, the court of appeals determined that a meeting notice for a closed session of a school board under Wis. Stat. § 19.85(1)(c) for the purpose of "[d]iscussion of the role, duties, and responsibilities of the [l]ibrary [d]irector and evaluation of job performance and possible action" gave sufficient public notice of the board's discussion of the discipline and termination of the library director.<sup>146</sup>

The court reasoned that, under Buswell, the "sufficiency of the notice will be based on the knowledge of the person posting notice at the time when it is posted."<sup>147</sup>

129 State ex rel. Buswell v. Tomah Area Sch. Dist., 2007 WI 71, 301 Wis. 2d 178, 732 N.W.2d 804.

130 Id. ¶¶ 6–7, 37–38, 41.

131 Id. ¶ 3.

132 Id. ¶ 22.

133 Id. ¶ 28.

134 Buswell, 2007 WI 71, ¶ 29.

135 Id.

136 Id.

137 Id. ¶ 30.

138 Id. ¶ 31.

139 Id.

140 Id.

141 Id. ¶ 32.

142 Id. ¶ 34.

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unrelated to the information in the notice."<sup>143</sup> The Attorney General has similarly advised, in an informal opinion, that if a meeting notice contains a general subject matter designation and a subject that was not specifically noticed comes up at the meeting, a governmental body should refrain from engaging in any information gathering or discussion or from taking any action that would deprive the public of information about the conduct of governmental business.<sup>144</sup>

Whether a meeting notice reasonably apprises the public of the meeting's subject matter may also

depend in part on the surrounding circumstances. A notice that might be adequate, standing alone,

may nonetheless fail to provide reasonable notice if it is accompanied by other statements or actions that expressly contradict it, or if the notice is misleading



# SAUK-PRAIRIE AIRPORT Inc.

P.O. Box 7  
Prairie du Sac, WI 53578

RECEIVED

JAN 24 2020

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

Sauk County Administrative Coordinator Office  
Attn: Ms. Alene Kleczek Bolin  
Sauk County Administrative Coordinator  
505 Broadway  
Baraboo, WI 53913

January 14, 2020

Dear Ms. Kleczek Bolin,

Thank you for the notification that the Sauk County Board of Supervisors has budgeted \$4,100.00 for the Sauk Prairie Airport in 2020. This letter will serve as a request for these funds which should be made payable to the Town of Prairie du Sac and mailed to the following address:

Town of Prairie du Sac  
Attn: Mr. Richard Meier  
Treasurer  
E9919 1<sup>st</sup> Street  
Prairie du Sac, WI 53578

Our organization is **very grateful** for every dollar Sauk County has appropriated to our community airport. The fiscal difficulties facing all levels of government are well known; this fact makes your support very important and greatly appreciated. These funds will be used for crack filling the runway and taxiway at the Sauk Prairie Airport.

Should you have any questions, you may reach me on my cell phone at (608) 577-3754 or by e-mail at [david.landsverk@muellersportsmed.com](mailto:david.landsverk@muellersportsmed.com).

Again, thank you for your continued support of our community airport.

Sincerely,

David Landsverk  
Treasurer  
Sauk Prairie Airport, Inc.

Cc: Brett Mueller  
Sharon Barrett

*Serving & Building the Community*

**CATHERINE L. ANKENBRANDT**  
**Attorney at Law**  
**E14422 County Road W**  
**Baraboo, WI 53913**  
**lawcla@icloud.com**  
**608 963-6991**

RECEIVED

FEB 07 2020

SAUK COUNTY CLERK  
BARABOO, WISCONSIN

February 4, 2020

County Board Supervisor Peter Vedro  
Sauk County West Square Building  
505 Broadway, Room 144  
Baraboo WI 53913

Dear Supervisor Vedro:

This is to inform you that I am tendering my resignation from the Sauk County Ethics Inquiry Board due to personal reasons. Please be advised that this resignation takes place immediately.

Thank you for your anticipated understanding.

Best regards,



Catherine Ankenbrandt  
Attorney at Law

cc: Sauk County Clerk  
Corporation Counsel  
County Board file

## Michelle Commings

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**From:** Becky Evert  
**Sent:** Wednesday, February 12, 2020 12:38 PM  
**To:** Michelle Commings  
**Subject:** FW: Sauk County Corruption  
**Attachments:** received\_495735747757254.mp4

Please add this e-mail as a communication. Thank you.

---

**From:** Carl Gruber <carl.gruber@saukcountywi.gov>  
**Sent:** Wednesday, February 12, 2020 12:11 PM  
**To:** Michelle Posewitz <michelle.posewitz@saukcountywi.gov>; Becky Evert <becky.evert@saukcountywi.gov>  
**Subject:** Fwd: Sauk County Corruption

### Get Outlook for iOS

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**From:** Peterson Nicole <ptrsn\_nicole@yahoo.com>  
**Sent:** Wednesday, February 12, 2020 12:06:03 PM  
**To:** Wally Czuprynko <wally.czuprynko@saukcountywi.gov>; Charles Whitsell <charles.whitsell@saukcountywi.gov>; Thomas Kriegl <thomas.kriegl@saukcountywi.gov>; Patricia Rego <patricia.rego@saukcountywi.gov>; Bob Newport <bob.newport@saukcountywi.gov>; John Dietz <john.dietz@saukcountywi.gov>; Craig Braunschweig <craig.braunschweig@saukcountywi.gov>; Marty Krueger <marty.krueger@saukcountywi.gov>; Glen Johnson <glen.johnson@saukcountywi.gov>; Ross Curry <ross.curry@saukcountywi.gov>; Kristin White Eagle <kristin.whiteeagle@saukcountywi.gov>; Shane Gibson <shane.gibson@saukcountywi.gov>; Peter Vedro <peter.vedro@saukcountywi.gov>; John Miller <john.miller@saukcountywi.gov>; Tim Reppen <tim.reppen@saukcountywi.gov>; Scott VonAsten <scott.vonasten@saukcountywi.gov>; Bryant Hazard <bryant.hazard@saukcountywi.gov>; Timothy McCumber <timothy.mccumber@saukcountywi.gov>; Charles Spencer <chuck.spencer@saukcountywi.gov>; Jean Berlin <jean.berlin@saukcountywi.gov>; Kevin Lins <kevin.lins@saukcountywi.gov>; David Riek <david.riek@saukcountywi.gov>; Brian Peper <brian.peper@saukcountywi.gov>; Brandon Lohr <brandon.lohr@saukcountywi.gov>; Carl Gruber <carl.gruber@saukcountywi.gov>; William Hambrecht <william.hambrecht@saukcountywi.gov>; John DeGiovanni <john.degiovanni@saukcountywi.gov>; Donna Stehling <donna.stehling@saukcountywi.gov>; Valerie McAuliffe <valerie.mcauliffe@saukcountywi.gov>  
**Subject:** Sauk County Corruption

All, I have been following the recent happenings at the county level for the last few months. To say that I am appalled by the corruption that is taking place within Sauk County government is an understatement. Each and everyone of you were elected to your positions by us, the residents of Sauk County. We, the residents are the ones paying your salary. It seems as of late, many of our elected officials are only looking out for themselves and have forgotten what you were elected to do, which is to protect and serve your communities, not to bicker about personal vendettas amongst yourselves.

I watched the video on Granicus of the Special Board of Supervisors meeting on 2/7/20 and the Special Executive & Legislative Committee meeting on 2/11. I found it extremely odd that the board voted to retain Mr. Kalney as a temporary attorney in Corp Counsel Daniel Olson's place when you already have Jim Witecha as assistant Corp Counsel. To place Mr Witecha on leave for exposing the truths and retaining other counsel at the direction of some of those being investigated sounds fishy to me. For those of you who may not have attended the E&L meeting yesterday or watched the video from that meeting, I've attached a clip for you. Here Mr. Witecha lays it all out on the line. I implore you all to watch this video and determine who/what the real problems are in your county government.

It is time for you to step up and be the professionals that your citizens voted you into office to be. It is time for you all to do the right thing.

***Nicole Peterson***

RESOLUTION NO. 13 - 2020

**AUTHORIZING A CONTRACT FOR FIVE POINT SOLUTIONS.**

**Background:** Sauk County Criminal Justice, Diversion, and Support (JDS) programs use the Fivepoint Solutions database to compile all electronic files on all participants in the various programs of the department.

With the creation of the Re-Entry Coordinator position, the need for additional data collection section and license was identified to support this important work. The Re-Entry Coordinator position assists incarcerated individuals with a successful transition back to the community after release. Data shows this is an effective way to reduce recidivism, as well as an effective strategy to reduce mental health and substance use disorder both in the community and in the incarcerated population. This position conducts risk assessments and develops individualized case plans for individuals transitioning back to our community to identify housing, job training, job placement, education, and other social determinant needs. This model supports returning citizens in becoming productive, tax-paying, citizens, with access to substance use and mental health treatment services. This additional section to the database is essential for the success of these individuals by tracking the needed data points.

The cost to add this section to the software is \$12,600 and is covered in the Community Development Block Grant that is supporting this program and is a budgeted expense.

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the Sauk County Board Supervisor's authorize to enter into a one year contract with FIVEPOINT Solutions, effective January 01, 2020.

For consideration by the Sauk County Board of Supervisors on February 19, 2020.

Respectfully submitted,

**BOARD OF HEALTH COMMITTEE**

\_\_\_\_\_  
DONNA STEHLING, Chair

\_\_\_\_\_  
JOHN MILLER

\_\_\_\_\_  
DIANE REINFELDT

\_\_\_\_\_  
KEN CARLSON

\_\_\_\_\_  
GLEN JOHNSON

\_\_\_\_\_  
SCOTT VON ASTEN

\_\_\_\_\_  
KIANA BEAUDIN

**Fiscal Note:** There is \$12,600 budgeted for these services.  
**Information System Note:** No information systems impact.

KPB

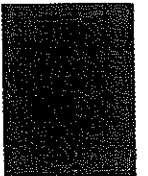


**The County of Sauk, Wisconsin**

**Additional Court License**

**CHANGE ORDER REQUEST (COR) #001  
To  
Accountability Court Case Management**

**ISSUE DATE: November 12, 2019**



**Table of Contents**

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**3 Cost Proposal..... 5**

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## **CHANGE ORDER REQUEST (COR) #001**

### **1 Purpose**

The County of Sauk Wisconsin, hereby referred to as “the Court” has identified the need to add an additional Reentry Court to their Accountability Court Case Management system. The purpose of this document is to propose pricing for the new court license to be approved by the Court.

### **2 Deliverable Details**

Contractor agrees to provide the following five new Deliverables under the 5Point Contract: (1) add new court license for The County of Sauk, Wisconsin, (2) configure the court’s data panel layout, drop-down lists, and security, (3) provide additional hosting storage for the one additional The County of Sauk, Wisconsin Treatment Court, (4) and provide Maintenance & Support for one additional The County of Sauk, Wisconsin Treatment Court.

#### **Hosting**

FivePoint Solutions hosts its Treatment Court software in the Microsoft Azure Government Cloud. The Microsoft Cloud includes:

- a. HIPAA/HITECH compliant with respect to all rules, regulations, and codes as well as any other applicable state and federal statutes, regulations, codes regarding “Protected Health Information” as defined in 45 CFR Section 160.103.
- b. SSAE 16/SOC II, Type 2 certified and in compliance with FISMA standards and FedRAMP certified.

FivePoint reserves the right to apply a 3% upcharge to its hosting fee annually at renewal and will notify client of any upcharge.

### **Maintenance and Support**

**Maintenance** - FivePoint continues to develop and extend the CaseWorx platform with functionality enhancements and improvements to usability. Customers with active maintenance agreements automatically gain access to updates and new features. FivePoint reserves the right to apply a 3% upcharge annually to its Maintenance and Support fees at renewal and will notify client of any upcharge.

**Support** - Once CaseWorx is fully operational Support occurs. FivePoint offers a variety of support mechanisms that provide flexibility to our customers. Customers can speak with a helpdesk professional or send an email to report issues. We maintain a staffed helpdesk to receive support calls and emails as needed.

A FivePoint Support Representative will review and prioritize the Support Level defined below:

- **"Priority 1"** means a severe Malfunction exists which makes the use of one or more Maintained Item critical functions inoperable or materially decreases the functionality required by this Agreement.
- **"Priority 2"** means a non-severe Malfunction exists which makes the use of one or more Maintained Item functions less operable or decreases functionality as required by this Agreement but is not a Priority 1 Malfunction.

After Client has informed FivePoint of a Malfunction, and subject to FivePoint reasonably assisting Client in attempting to recreate and diagnose the Malfunction, FivePoint agrees to: (i) provide a progress report to Client within twenty four (24) hours of receiving each request to do so from Client, (ii) for Priority 1 level Malfunctions, promptly assign a FivePoint employee to address the Malfunction, provide a response within four (4) hours during Business Hours, and ensure that the assigned employees work continuously during Business Hours until a Correction is provided and (iii) for Priority 2 level Malfunctions, within twenty four (24) hours respond and assign technical support resources, and provide a Correction within a reasonable amount of time and at the same time or sooner than FivePoint provides the Correction to its other customers. During Business Hours, FivePoint agrees to provide Client with telephone access to qualified employees able to provide Corrections, to remotely address malfunctions and provide corrections.

If a Priority 1 Malfunction support request is received during Business Hours but is not resolved during Business Hours, FivePoint and Client will jointly decide whether the Correction will be worked on during After Hours or during Business Hours the next Business day.

The County of Sauk, Wisconsin COR-001 – Additional Court License

FivePoint will provide telephone and email support Monday through Friday between 8:00am-5:00pm (EST) excluding FivePoint business holidays. FivePoint Holidays are the following:

New Year's Day – 1 day  
 Good Friday – Friday before Easter – 1 day  
 Memorial Day – Last Monday in May – 1 day  
 Independence Day – 4<sup>th</sup> of July – 1 day  
 Labor Day – 1<sup>st</sup> Monday in September – 1 day  
 Thanksgiving Day and the Friday after – 2 days  
 ½ day Christmas Eve and Christmas Day – 1 & ½ days\*

### 3 Cost Proposal

Description	Unit Amount	Qty	Total Amount
<b>Software</b>			
FivePoint Accountability Court Case Management – Additional Court License – Reentry Court	\$ 6,000	1	\$ 6,000
<b>Services</b>			
Court Configuration and Setup	\$ 1,200 (per day)	3 (days)	\$ 3,600
<b>Maintenance, Support, and Hosting</b>			
FivePoint Hosted Environment (1 <sup>st</sup> Year Included)	\$ 1,000* (per year)	1 (year)	\$ 1,000*
Maintenance & Support	\$ 2,000* (per year)	1 (year)	\$ 2,000*
<b>Total:</b>			<b>\$12,600.00</b>

\* Hosting, Maintenance & Support proposed pricing will be added onto the current annual cost in the original Statement of Work

\*\* All items will be invoiced at contract signing

#### 4 Signature Page

Between the Court and 5 Point Solutions LLC, to provide the services described in Change Order Request 001, the following contract terms and conditions are modified as follows:

1. The Statement of Work shall include all Deliverables as described in COR-001.

The undersigned hereby agree that the signatures below are fully authorized to bind the respective parties to this Change Order Agreement. Further, the parties acknowledge that no other action, consent or approval by the respective parties is necessary to enter this Change Order Agreement as a binding and valid agreement.

Client:

The County of Sauk, Wisconsin

Company:

5 Point Solutions LLC

Client's Authorized Signature:

\_\_\_\_\_

Company's Authorized Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

## RESOLUTION NO. 14 - 2020

### AUTHORIZING A CONTRACT FOR THE TREATMENT ALTERNATIVES AND DIVERSION GRANT.

**Background:** Sauk County Criminal Justice, Diversion, and Support (JDS) program received this five (5) year grant in 2017. The Treatment Alternatives and Diversion grant (TAD) provides supports staff salaries and provides qualifying participants an alternatives to incarceration. This program represents the efforts and teamwork of key stakeholders to break the cycle of substance use and reduce crime, making Sauk County a healthier place to live. Treatment Court provides individuals the opportunity to change their life circumstances and become alcohol and drug free. This is accomplished by comprehensive assessment and treatment for substance use and mental health diagnosis, intensive supervision, random drug and breath testing, regular court appearances and immediate sanctions and incentives in response to behavior. Sauk County Adult Treatment Court utilizes evidence-based practices in its delivery of services and works in collaboration with community providers for chemical health and ancillary services. Cognitive behavioral programming and enhanced mental health services are inherent pieces of the program. By providing coordinated substance abuse interventions with judicial oversight, the likelihood of re-arrest for any offense decreases, resulting in safer communities and reduction in crime. Nationally, meta-analysis studies have shown that "75% of drug court graduates remain arrest free at least two years after leaving programming." These studies have also shown that "drug courts significantly reduce crime as much as 45% more than other sentencing options."

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

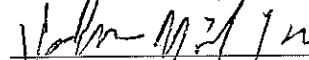
**NOW, THEREFORE, BE IT RESOLVED,** by the Sauk County Board of Supervisors met in regular session, that the Sauk County Board Supervisor's authorize to enter into a one year contract with the Department of Justice, effective January 01, 2020.

For consideration by the Sauk County Board of Supervisors on February 19, 2020.

Respectfully submitted,

#### BOARD OF HEALTH COMMITTEE

DONNA STEHLING, Chair

  
JOHN MILLER

  
DIANE REINFELDT

  
KEN CARLSON

  
GLEN JOHNSON

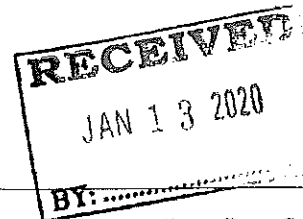
  
SCOTT VON ASTEN

  
KIANA BEAUDIN

**Fiscal Note:** There is \$155,644 budgeted for these services. *KPB*  
**Information System Note:** No information systems impact.



STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE



Josh Kaul  
Attorney General

Room 114, East, State Capitol  
P.O. Box 7857  
Madison, WI 53707-7857  
(608) 266-1221  
TTY 1-800-947-3529

December 30, 2019

Regina Baldwin, Criminal Justice Programs Manager  
Sauk County  
505 Broadway Street  
Baraboo, WI 53913-2183

Re: Hybrid Treatment Court  
DOJ Grant Number: 2020-TD-02-15552


Dear Ms. Baldwin:

The Wisconsin Department of Justice, Division of Law Enforcement Services has approved a grant award to Sauk County in the amount of \$155,644 which includes your local match. These funds are from the Treatment Alternatives and Diversion Program available through the State of Wisconsin. This grant supports Sauk County's "Hybrid Treatment Court Program."

To accept this award, please have the authorized official sign the Signatory Page and Standard Terms and Conditions in addition to initialing the bottom right corner of Attachment A and B, if enclosed. The project director should sign the acknowledgement notice. One of the two award packets enclosed should be returned to the Wisconsin Department of Justice within 30 days. The other should be maintained for your records. Funds cannot be released until all signed documents are received and any special conditions are met.

As project director, you will be responsible for all reporting requirements outlined in the grant award and seeing that funds are administered according to the approved application materials and certifications. Please refer to the FAQ sheet enclosed for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,

  
Joshua L. Kaul  
Attorney General

JLK:KDH  
Enclosures



STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE

Josh Kaul  
Attorney General

Room 114, East, State Capitol  
P.O. Box 7857  
Madison, WI 53707-7857  
(608) 266-1221  
TTY 1-800-947-3529

TREATMENT ALTERNATIVES AND DIVERSION GRANT AWARD  
Hybrid Treatment Court  
2020-TD-02-15552

The Wisconsin Department of Justice (DOJ), hereby awards to **Sauk County**, (hereinafter referred to as the **Grantee**), the amount of \$155,644 for programs or projects pursuant to 2019 Wisconsin Act 9.

This grant may be used until **December 31, 2020** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

*This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Wisconsin Department of Justice.*

BY: \_\_\_\_\_

*Joshua L. Kaul*

JOSHUA L. KAUL

Attorney General

Wisconsin Department of Justice

12/30/19

Date \_\_\_\_\_

The (Grantee), **Sauk County**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: **Sauk County**

BY: \_\_\_\_\_

NAME: **Peter Vedro**

TITLE: **County Board Chair**

Date \_\_\_\_\_

**WISCONSIN DEPARTMENT OF JUSTICE**  
**ATTACHMENT A**

Grantee: Sauk County  
Project Title: Hybrid Treatment Court  
Grant Period: From January 1, 2020 To December 31, 2020  
Grant Number: 2020-TD-02-15552 Program Area: 02

**APPROVED BUDGET**

*See your Egrants Application for details*

	<b>State &amp; Match</b>
Personnel	\$96,354
Employee Benefits	\$16,025
Travel (Including Training)	\$5,905
Equipment	
Supplies & Operating Expenses	\$6,860
Consultants	\$30,500
Other	
<b>STATE TOTAL</b>	<b>\$116,733</b>
<b>MATCH TOTAL</b>	<b>\$38,911</b>
<b>TOTAL APPROVED BUDGET</b>	<b>\$155,644</b>

**Award General Conditions:**

1. Award funds will be used to supplement, not supplant, planned or allocated funds.
2. All funds (state and cash match) must be obligated (purchase order issued) within the grant period.
3. Budget changes in excess of 10% of the approved line item amount, additions of new line items or categories, and any increases for personnel compensation not included in the approved budget require approval from DOJ.
4. Grant funds will be paid to the grantee on a reimbursement basis.
5. Grant funds will be disbursed upon DOJ receipt of all backup documentation and/or TAD Expenditure Spreadsheet for the amounts claimed on the certified fiscal report in Egrants.
5. Any changes in personnel involved with the grant including the project director, financial officer and/or signatory needs to be reported in a modification to DOJ via Egrants.
6. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day, unless prior approval is received from DOJ.
7. Reimbursement for travel (i.e. mileage, meals, and lodging) is limited to state rates.
8. Recipient fully understands DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
9. **Prior to release of funds, the recipient must forward copies of all contractual agreements to DOJ. All changes to the contractual category required prior DOJ approval.**

**TREATMENT ALTERNATIVES AND DIVERSION PROGRAM**  
**ATTACHMENT B**

**TAD Program Conditions:**

1. To encourage coordination and information sharing related to these programs, all awards funded under this grant announcement related to Treatment Court operations are subject to a special condition requiring that a description of the project be submitted to the State Problem-Solving Court Coordinator within the Office of Court Operations and that on-going communication about the status and progress of the project continue with the State Coordinator.
2. To encourage adherence to the most up-to-date and research based practices, all awards funded under this announcement are subject to a special condition requiring that they comply with evolving state and national standards pertaining to the operation of treatment courts or pretrial diversion projects as those standards are finalized and released statewide.
3. Treatment courts should also work to ensure that treatment providers are following evidence-based practices, as well as striving to incorporate the National Standards for Culturally and Linguistically Appropriate Services in Health and Healthcare (National CLAS Standards).
4. Evaluation: All grantees funded under this announcement will be subject to program evaluation by the Department of Justice, Bureau of Justice Information and Analysis (BJIA). Grantees must agree to comply with all reporting, data collection and evaluation requirements, as determined by BJIA. Grantees will be expected to submit participant data in DOJ's Comprehensive Outcomes, Research, and Evaluation (CORE) Reporting system.
5. Grantees may not use grant funds to pay for evaluations or assessments by external evaluators unless grantee identifies its intent to make such payments in the grant application and states a rationale for external evaluation satisfactory to DOJ. All external evaluation agreements are subject to DOJ review and approval prior to grant award and during the grant period.
6. Access to TAD data, including access needed for external evaluations, is subject to DOJ/BJIA approval. DOJ may establish such terms and conditions for access to TAD data and for access to external evaluation reports and data, and all grantees agree to abide by the terms and conditions established by DOJ.
7. Program Income: To maintain consistent practices with other similar programs, and as a proven practice, projects funded under this announcement are subject to program income guidelines detailed in the federal Office of Justice Programs Financial Guide. Program income is income earned by the recipient, during the funding period, as a direct result of the award. Any fees charged to the participants of your project are considered program income. The amount earned as program income during the length of the grant period must be expended by the end of the grant period and must be used for the purposes and under the condition applicable to the award.
8. The Wisconsin Department of Justice reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to the Department of Justice including Background Check fees.

9. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. Projects that continue to meet program requirements and make progress in attaining project goals and objectives will be able to reapply for funding for calendar year 2021 in a non-competitive environment.
10. **Any reduction in the amount of appropriated funds will impact individual program funding in subsequent years within the five year cycle (2017-2021).**
11. Please be advised that a hold may be placed on any application or grant payment if it is deemed that an agency is not in good standing on other Wisconsin Department of Justice (DOJ) grants or other reporting requirements, has other grants compliance issues that would make the applicant agency ineligible to receive DOJ funding, and/or is not cooperating with an ongoing DOJ grant review or audit.
12. A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.
13. The recipient agrees to participate in DOJ-sponsored training events, technical assistance events, or conferences held by DOJ or its designees, upon DOJ's request.
14. **Programs funded under TAD shall comply with the requirements outlined in the statute (Wisc. Stat. 165.95).**
15. TAD funds may only be used to serve adult participants, which are defined as a person who has attained 17 years of age and who is alleged to have violated any state or federal criminal law, or any civil law or municipal ordinance.

cw

**TREATMENT ALTERNATIVES AND DIVERSION PROGRAM  
ACKNOWLEDGEMENT NOTICE**

Date December 2019

Grantee: Sauk County Grant No. 2020-TD-02-15552

Project Title: Hybrid Treatment Court

The following reporting requirements apply to your grant award.

☒ **PROGRESS REPORTS** must be submitted on a scheduled basis and should be completed in Egrants. Narrative reports on the status of your project are due to DOJ on:

<u>04/12/2020</u>	<u>07/12/2020</u>	<u>10/12/2020</u>	<u>1/30/2021 FINAL</u>
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NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/30 includes October, November and December program activity.

☒ **FINANCIAL REPORTS** must be submitted on a scheduled basis and should be completed and certified in Egrants. Supporting documentation should be attached to the Fiscal Report in Egrants and are due on:

<u>04/12/2020</u>	<u>07/12/2020</u>	<u>10/12/2020</u>	<u>1/30/2021 FINAL</u>
-------------------	-------------------	-------------------	------------------------

NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/30 includes October, November and December program activity.

☐ **OTHER:** \_\_\_\_\_

**ACKNOWLEDGEMENT**

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

1/13/2020  
Date

Cathy Warwick, Deputy Director, Project Director  
Regina Baldwin Sauk Co. Health Dept.

RESOLUTION NO. 15 - 2020

AMENDING THE 2020 LAND RESOURCES AND ENVIRONMENT BUDGET AND AUTHORIZING  
THE USE OF BAGDER ARMY AMMUNITION CARRYFORWARD FUNDS

*The Badger Reuse Plan called for approximately 7,500 acres of land within the former Badger Army Ammunition Plant (BAAP) to be managed as a whole. The plan also called for the creation of a Badger Oversight and Management Commission (BOMC) to include representatives from the Department of Natural Resources, the Ho-Chunk Nation, Sauk County, the Town of Merrimac, and the Town of Sumpter. The Commission was to facilitate, promote, and monitor the implementation of the Badger Reuse Plan. Funds from the Ho-Chunk Intergovernmental Agreement were placed within the former Conservation, Planning, and Zoning budget to accommodate for any administration, operational, or staff related expenses associated with the mission of the BOMC Commission.*

*Over time, the Commission stopped meeting. The last agenda posted for a BOMC meeting was August 4, 2015. The land was divided amongst four property owners and there has been no interest expressed by those property owners to continue the efforts of the BOMC. The funds now located within the Land Resources and Environment Department budget continue to be carried forward from year to year. The options for the funds are to continue to carry those funds forward or identify potential projects that may utilize the funds in a manner consistent with their original intent providing that the use is not a prohibited use that diminishes the Nation's intergovernmental jurisdiction or has an adverse financial impact on the Nation.*

*The Friends of the Great Sauk State Trail led an initiative to place interpretative panels within Tier 2 of the Great Sauk State Trail. This segment of the trail passes through the former Badger Army Ammunition property. The intent of the signs was to share with those utilizing the trail a glimpse at the area's unique history, ecology, and the ongoing changes to the area's landscape as restoration of the area continues.*

*In the absence of BOMC, the Sauk Prairie Conservation Alliance has been engaged in the efforts to bring the current landowners at Badger together on issues of importance, and forge consensus related to land management, public education, research, and habitat restoration. The Land Resources and Environment Committee, in concert with the Sauk Prairie Conservation Alliance, has identified several projects, which utilize the funds in a manner that the Committee views as consistent with their original intent and would be allowable under the existing Intergovernmental Agreement. These projects consist of:*

- 1) Ecological Restoration – Create a Restoration Plan for the GSST Prairie Corridor and revitalize a Restoration Advisory Team once implemented to do site preparation, seed collection, and sowing to create a native prairie corridor along the GSST.*
- 2) Public Education – Develop a Badger Tour Guide Training Manual, conduct workshops, create and conduct a schedule of public tours of Badger, and plan and coordinate monthly volunteer workdays at Badger to further engage the citizens.*
- 3) Research – Develop a research plan for the combined Badger Lands, which brings together landowners and academics.*

*In order to move forward with those projects in 2020, a resolution by the County Board authorizing their use for a different purpose and a budget amendment for the identified projects is necessary.*

Fiscal Impact: ☐ None ☐ Budgeted Expenditure ☒ Not Budgeted

**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors, met in regular session, hereby authorizes the 2020 Land Resources and Environment Budget be amended to include \$26,334 in Badger Army Ammunition Carryforward Funds; and,

**BE IT FURTHER RESOLVED**, that the Sauk County Board of Supervisor, authorize the use of Badger Army Ammunition Carryforward Funds for the following designated purposes:

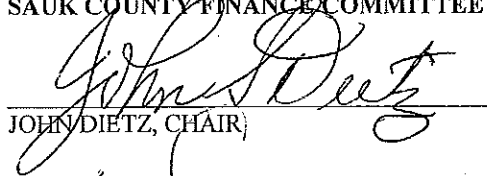
1. Phase II Great Sauk State Trail Signs, as identified in 'Appendix A' for \$11,117; and
2. Conservation Alliance Restoration Projects, as identified in 'Appendix B' for \$15,217 paid half in April (\$7608) and half in November (\$7,609) upon submittal of a project progress report to the Land Resources and Environment Committee.

For consideration by the Sauk County Board of Supervisors on February 19, 2020.

Resolution 15-2020

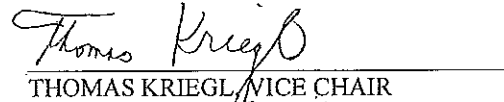
Respectfully submitted,

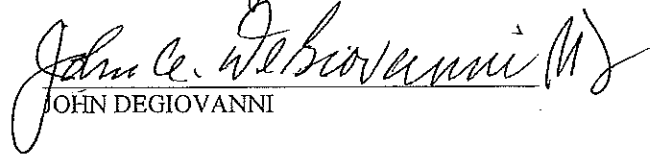
SAUK COUNTY FINANCE COMMITTEE

  
JOHN DIETZ, CHAIR

  
KRISTIN WHITE EAGLE, SECRETARY

  
KEVIN LINS

  
THOMAS KRIEGL, VICE CHAIR

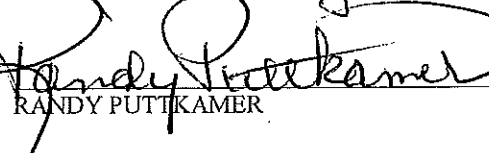
  
JOHN DEGIOVANNI

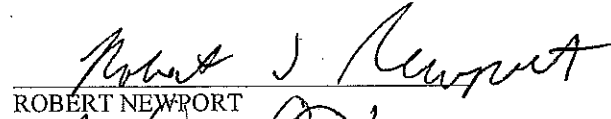
SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE

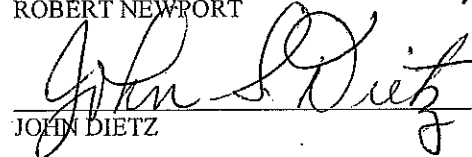
  
CHUCK SPENCER, CHAIR

  
GLEN JOHNSON, SECRETARY

  
MARTY KRUEGER, VICE CHAIR

  
RANDY PUTTKAMER

  
ROBERT NEWPORT

  
JOHN DIETZ

  
JEAN BERLIN

  
CHUCK WHITSELL

**Fiscal Note:** The BAAP Funds held in one account, consist of \$4,569 noted for administration/staffing and \$21,765 noted for operations (total amount \$26,334) designated for the BOMC. The 2019 Budget and the 2020 LRE Budget show Badger Army Ammunition as carry forward funds. The resolution would repurpose and clarify specific projects that would utilize the remaining BAAP carryforward funds.

**MIS Note:** No impact.

KPB



Friends of the Great Sauk State Trail  
 Attn: Lindsey Giese  
 590 Water St, Prairie du Sac, WI 53578

**INVOICE**

Sauk County Land Resource and  
 Environmental Department

2/4/20

**Phase 2 Great Sauk State Trail Signs**

Concrete Bases-Valley Concrete (5 @ 4'x5', 2 12" sonotubes, 1 @ 4'x15')	\$2,400
Sign Materials-Fossil Graphics (10 bases and 10 panels)	\$10,017
Sign Designs-Sue Poff of Polliwog Studio (10 signs)	\$3,200

<b>Total Cost</b>	<b>\$15,617</b>
-------------------	-----------------

-REI Grant	-\$4,500
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<b>BALANCE DUE PAYABLE TO FRIENDS OF THE GSST:</b>	<b>\$11,117</b>
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**APPENDIX B**  
**Sauk Prairie Conservation Alliance**  
**PROPOSAL to Sauk County Board**

Request for Funding – BOMC Account  
December 2019

**Summary.** The Sauk Prairie Conservation Alliance hereby proposes to fulfill some of the core functions of the former Badger Oversight & Management Commission (BOMC), currently inactive for several years. This is a formal request of the Sauk County Board of Directors to provide up to \$15,000 from the unused portion of the “BOMC Account” that was established years ago to support BOMC activities.

**Background.** Following the acceptance of the “Final Report of the Badger Reuse Committee” (hereafter, *Badger Reuse Plan*) in March 2001, a formal mechanism was established for reviewing and overseeing the Badger Reuse Plan. The original “Badger Intergovernmental Group” (BIG) established in 2001 was eventually replaced by the “Badger Oversight and Management Commission” (BOMC) that endured through 2015. An account was established by Sauk County with funding from the Ho-Chunk Nation to support the activities of BOMC. Only some of that funding was used, and to date some residual funding remains in the account.

From the Sauk County BOMC website: “The [Badger Reuse] plan calls for all 7,354 acres to be managed as a whole. The land uses include conservation, prairie and savanna restoration, agriculture, education and recreation. These land uses should contribute to reconciliation and resolution of past conflicts. The conversion of the Badger lands provides remarkable opportunities for the protection, enhancement, use, restoration, and enjoyment of the property's unique natural and cultural features.” BOMC was established, “to be guided by the principles of the Badger Reuse Plan in all actions and activities of its work.” (BOMC Bylaws).

The role of the BOMC, were it still active, could and should be:

- Facilitate actions by and communications between all landowners to contribute to “property management as a whole” (Badger Reuse Plan, Value 1);
- Identify areas of shared interest and overlap to coordinate actions that lead to addressing common goals, including ecological restoration, public education, research, recreation (Badger Reuse Plan Values 4, 5 & 7);
- Resolve problems shared by all landowners (e.g., trespass, vandalism, potential conflicts between landowner activities—such as heavy public traffic on DNR land during times of heavy DFRC farm vehicle movement)
- Identify sources of funding that can support collaborative efforts on the shared Badger Lands, including but not limited to ecological restoration, research and public education.

**Sauk Prairie Conservation Alliance.** Sauk Prairie Conservation Alliance, a non-profit tax-exempt organization, was formally incorporated in 2002 to support the Badger Reuse Plan. The Alliance (formerly the Community Conservation Coalition for the Sauk Prairie) had been engaged since 1997 in the effort to promote a community-supported “green future” for the decommissioned Badger Army Ammunition Plant. The Coalition was represented on the Badger Reuse Committee and is a signatory to the Badger Reuse Plan. For twenty years, the Alliance has been the voice of the community on issues related to Badger. In the absence of BOMC, the Alliance has been deeply engaged in efforts to bring the current landowners at Badger together on issues of importance to each of them, most notably land management (Values 1 of Badger Reuse Plan: Manage the property as a whole), public education and research (Value 5) and habitat restoration (Value 7: Protect and manage natural resources and biological communities).

The Alliance has worked closely with each of the Badger landowners to support and complement their efforts on their respective lands. Examples of Alliance-initiated projects include:

- Leading countless volunteer restoration work days on a remnant prairie on state land since 1999 as well as activities in support of Ho-Chunk Nation (Indigenous Peoples Day) and Dairy Forage Research Center (fence removal, brush clearing);
- Researching and writing a widely-distributed publication, “**Visitor Guide to the Badger Lands**” that serves as the singular source of information about and the most widely used map of the combined Badger lands. Almost 15,000 free copies have been distributed throughout the county and region, and a third printing is being explored in 2020.
- Securing funding for Badger-wide activities (shrub management, bird and mammal research, prairie restoration, public education, interpretive signs on the Great Sauk Trail, etc.)
- Coordinating and leading dozens of public tours on state land at Badger, that have also included Ho-Chunk and DFRC land when representatives of those landowners were involved;
- Mapping, marking and completing 12 miles of hiking/biking and horse trails on the Sauk Prairie Recreation Area;
- Originating and coordinating the “Badger Apple Corps,” a collaborative effort by all Badger landowners to locate, map, preserve and manage the historic apples trees of Badger (a project supported by BOMC in 2014)
- Producing two award-winning documentaries on the transformation of the Badger Lands, “**Restoring the Sauk Prairie, A Story of Hope and Healing**” and the historic apples of Badger, “**Of Connection and Renewal: The Historic Apple Trees of the Badger Army Ammunition Plant.**”

- Giving considerable public visibility to the Badger Lands through an extensive outreach effort. For example, 1,850 people have learned of Badger through 85 different programs, presentations and tours by the Alliance in 2019 alone.

**The Need.** The four Badger landowners held their first joint meeting in February 2018, three years after the last meeting of BOMC. Important topics were discussed, including issues and concerns with roads, access and trespass; land management (ecological restoration, prescribed fire, invasive species management) and Badger-wide research activities. Subsequently, representatives of the landowners have met on several occasions to continue discussions on shared concerns and opportunities. Trespass and vandalism continue to be an area of concern by landowners.

Although each landowner at Badger has a unique focus and site-specific priorities, several clear shared goals by all landowners have emerged, and in accordance with the Badger Reuse Plan:

- 1) Planning and facilitating large-scale ecological restoration;
- 2) Engaging the public in meaningful educational and volunteer opportunities;
- 3) Facilitating and attracting on-site research that benefits all landowners;
- 4) Finding funding to accomplish all of these shared goals.

**The Sauk Prairie Conservation Alliance requests BOMC funding held by Sauk County to address each of these goals in support of landowners at Badger.**

**Large-scale Ecological Restoration.** Of the entire 7,400 acres at Badger, the combined acreage to be restored to native ecosystems approaches 5,500 acres. The Badger grassland/oak savanna complex will represent the largest landscape-scale grassland restoration in southern Wisconsin once completed. This restoration will be of great significance to wildlife (especially rare grassland birds) while simultaneously enhancing and improving a large open public landscape for diverse outdoor recreation activities.

With Dairy Forage Research Center taking the lead, the three primary landowners (DFRC, DNR, Ho-Chunk Nation) have identified a specific project that each landowner can contribute to that benefits the whole of Badger. The new Great Sauk State Trail (GSST) running more than five miles diagonally through Badger represents a unique ecological restoration opportunity. Since the majority of current visitors to Badger first see the Badger lands by hiking or biking the GSST, landowners have agreed to focus their initial restoration efforts along the Trail corridor. Since each Badger landowner owns land bordering the Trail, this is a perfect collaborative effort. All told, somewhere between 300 and 400 acres will be targeted for this first phase of restoration. The goal is to undertake a high-quality restoration with a high concentration of beautiful native wildflowers, creating a spectacular “**GSST Prairie Corridor**” as a visually aesthetic introduction to the prairie landscape for bikers and hikers. The Trail prairie corridor can serve as a model for restoration elsewhere on Badger lands.

The ecosystem restoration challenges for over 5,500 acres held by four separate landowners at Badger are daunting: No single land manager can undertake such a large-scale restoration effort alone. Value 1 of the Badger Reuse Plan states that all landowners should manage the Badger lands as an integrated whole, and this necessitates a cohesive, collaborative well-constructed long-term management and restoration plan that includes all properties.

Southern Wisconsin is rich in expertise on ecological restoration. The national origins of ecological restoration hark back to Aldo Leopold at both the Shack (in Sauk County) and the UW-Arboretum in the 1930s. The UW campus has maintained long-standing programs in restoration planning and ecology, and many regional conservation organizations have engaged in prairie and savanna restoration for decades and have considerable experience to share.

The Alliance proposes to revitalize a once-flourishing restoration advisory team. Begun in 1996 before the Badger property was decommissioned, the "Sauk Prairie Restoration Council" (SPRC) advised the Army on restoring a large portion of the Badger Plant. The SPRC plan for 1300 acres of restoration at Badger, published in 1999, languished during the deconstruction and planning phases following the closure of the Plant. Now is the time to revitalize an advisory team for the large-scale landscape restoration process at Badger for a total of over 5,500 acres!

**Public Education and Engagement at Badger.** Currently, the Alliance and occasionally one or more of the landowners plans and coordinates public tours of the Badger Lands. Whereas the Alliance tours normally traverse state land only, if a representative of Ho-Chunk and/or Dairy Forage are present, the tours also visit (normally inaccessible) lands managed by those property owners. Through the season, representatives from all of the primary landowners participate as tour leaders, demonstrating active management on their respective properties. Furthermore, the Alliance collaborates with the various landowners to coordinate volunteer efforts on each of the landowner parcels through the season. Such activities have included invasive species control (DNR and DFRC land), prairie seed collecting (DNR and Ho-Chunk land), fence removal (DNR and DFRC lands), and apple tree mapping, monitoring and preservation (DNR, Ho-Chunk and DFRC lands).

Leader training (for tours) and coordination are needed in order to facilitate the continuation of these educational and volunteer events that engage members of the public.

**Research Opportunities.** Research opportunities at Badger are unlimited—soils, wildlife, restoration, invertebrates, fire ecology, carbon cycling, use of grazing to manage invasive shrubs, etc. Many topics for research have already been identified. The Alliance has assisted and supported research on birds, small mammals, insects, fire ecology, apples and other topics on Badger Lands.

Dairy Forage Research Center is developing its own research agenda on their property at Badger. Some of their research transcends Dairy Forage property into neighboring Badger landowners (e.g., vegetation mapping and baseline soil sampling) with landowner collaboration. The Alliance has had deep connections to University of Wisconsin researchers, and many thesis and class projects have already been completed on Badger lands with Alliance encouragement and support.

**Fundraising.** In order to begin addressing each of these shared goals in a meaningful way, funding is always a natural prerequisite. Although each landowner has its own internal sources of funding (albeit modest in many cases), many opportunities present themselves for submitting collaborative grant proposals for shared activities. The Alliance is uniquely poised to help develop and submit grants that would benefit each landowner on shared activities at Badger, including ecological restoration and public education.

### **Proposed Activities**

#### **Ecological Restoration**

In order to assist the landowners with their goal of ecological restoration, the Alliance proposes to:

- 1) help plan and facilitate "Phase I" of the restoration effort to create a prairie corridor along the Great Sauk Trail.
- 2) identify sources of native seed and funding to undertake the early steps in restoration along the Trail prairie corridor;
- 3) begin implementation of the restoration efforts on the Trail prairie corridor.
- 4) facilitate the creation of a Badger restoration advisory team that can help inform long-term, large-scale ecosystem restoration over all of Badger and provide input into a landscape-scale restoration plan.

#### **Public Education and Engagement at Badger**

In support of landowner interest in public education and engagement, the Alliance proposes to:

- 1) plan and conduct a "tour leader training program" to train a suite of volunteer (and potentially paid) tour leaders;
- 2) plan and coordinate three public tours of Badger that involves at least two property owners;
- 3) plan and coordinate monthly volunteer work days that benefit each of the Badger landowners.
- 4) revise and reprint the "*Visitor Guide to the Badger Lands*" for free distribution to citizens

## Research

To support research on the Badger Lands, the Alliance will:

- 1) summarize historic and current research activities and results (reports, publications) on Badger Lands to share with all landowners;
- 2) conduct conversations among landowners to identify shared research needs and interests;
- 3) facilitate meetings between landowners and academic researchers;
- 4) introduce researchers from diverse disciplines to research opportunities at Badger;
- 5) help develop a research plan for the combined Badger Lands.

## Fund-raising

The Alliance will research and write grants and undertake fundraising events and activities to generate financial support to supplement whatever funding is provided by Sauk County in support of these targeted goals.

## **PROJECT ACTIVITIES, TIMELINE AND OUTCOMES**

Need being Addressed	Key activities	Timeline (2020)	Outcomes
<b>Ecological Restoration</b>			
1) Great Sauk Trail Prairie Corridor	Hold discussions among landowners to determine extent of prairie corridor and early priority sites for restoration	February – April	Buy-in from all landowners on GSST Prairie Corridor and early plans
	Thorough planning of GSST Prairie Corridor, including maps, species lists, sources of seed, etc.	May-October	Restoration Plan for GSST Prairie Corridor
	Plan & implement fund-raising strategy to support prairie corridor restoration	August-December	A fundraising strategy and initiation of strategy
	Site preparation for first prairie planting; collecting seeds;	September-November	A site prepared for first restoration work and seeds collected
	sow seeds if site is thoroughly prepared	December	First planting of initial site.
2) Badger Restoration Advisory Team	Identify potential restoration advisers and areas of expertise;	February – May	A fully functional Badger Restoration Advisory Team (name TBD)

	<p>Hold several meetings of landowners and advisers to identify components of a restoration plan for Badger;</p> <p>Develop an outline for a Badger-wide restoration plan on 5,500 acres</p>	<p>June-September</p> <p>September-December</p>	<p>Skeletal outline of large-scale restoration plan</p> <p>Outline and elements of a Badger Restoration Plan, with input from landowners, will be crafted and presented by the Advisory Team.</p>
<p><b>Public Education and Engagement</b></p> <p>1) Tour Leader Training Workshop</p> <p>2) Public Tours</p> <p>3) Volunteer Work days</p> <p>4) Reprint "Visitor Guide to Badger Lands" brochure</p>	<p>Work with landowners to plan a tour leader training workshop</p> <p>Develop training materials, invite speakers &amp; trainers, set date, etc.</p> <p>Host Tour Leader workshop</p> <p>Plan three public tours of Badger; locate tour leaders for each tour; contract bus for each tour; publicize widely</p> <p>Conduct three public tours</p> <p>Plan volunteer work days with Badger landowners</p> <p>Publicize and promote work days</p> <p>Conduct monthly work days</p> <p>Identify funding sources for reprint</p> <p>Make revisions to original brochure</p>	<p>January-March</p> <p>February – April</p> <p>May</p> <p>January-April</p> <p>May-October</p> <p>January-March</p> <p>March-September</p> <p>April – November</p> <p>January-March</p> <p>March</p>	<p>Commitment to tour leader training</p> <p>Tour Leader Training Materials</p> <p>Tour Leader Training Workshop for 10+ individuals</p> <p>Three tours planned and leaders identified, bus secured, tours announced through media, websites, newsletters, etc.</p> <p>Three public tours conducted for 75+ individuals</p> <p>Monthly work days planned and conducted on Ho-Chunk, DFRS and DNR lands. Target volunteer numbers: 50 people, 250 hours</p> <p>Visitor Guide is updated and reprinted (5,000+) and distributed widely throughout county.</p>

Sauk Prairie Conservation Alliance/Proposal to Sauk County Board/BOMC Funding

	Reprint and distribute brochures	April-November	
<b>Research</b>			
1) Summarize historic research	Identify historic research at Badger and compile a list of projects and publications	January-April	
2) Identify research needs & interests	Survey of landowners to ascertain current research needs and activities;	March-June	Survey of landowners that identifies current and future research interests and activities;
3) Invite researchers to Badger for special tours and meetings	meeting(s) of UW researchers interested in Badger;	July-September	engagement of UW research faculty in projects at Badger;
4) Research Plan	Develop a coordinated research plan, identifying research leaders, timeline, etc.	October-December	Outline and elements of a research plan for Badger Lands
<b>Fundraising</b>			
1) Grant research & writing	Research on grant opportunities will be an ongoing effort through the year	February-November	Sources of new funding for restoration and education and research will be identified
	Grants will be written on behalf of Badger landowners as opportunities arise	March-December	As opportunities arise, grants will be generated on behalf of Badger landowners to support goals
2) Special fundraising activities	Several of the proposed activities may be conducive to a special fundraising appeal or event. Example: "Adopt-an-Acre" for the GSST Prairie Corridor.	June-November	One or more fund-raising events/appeals will be conducted and funding secured for proposed activities

**Sauk Prairie Conservation Alliance**  
**PROPOSAL to Sauk County Board**  
Request for Funding – BOMC Account  
December 2019

**PROJECT BUDGET-**

Need being Addressed	Expense Items	Cost
Ecological Restoration	Coordination & planning of Prairie Corridor; contract map-maker; site preparation; seed purchase	\$10,000
Public Education and Engagement	Coordination & planning of training workshop, materials; plan and conduct tours, contract school buses	\$3,000
Research	Plan and conduct landowner survey; prepare report; plan meeting(s) with researchers; develop preliminary research plan	\$2,000

**Total request of Sauk County BOMC Account = \$15,000**

ORDINANCE NO. 1 - 2020

AMENDING SAUK CO. CODE CHAPTER 15 TO ADD  
ALL-TERRAIN VEHICLE (ATV) AND UTILITY-TERRAIN VEHICLE (UTV)  
CROSSINGS AND ROUTES ON COUNTY HIGHWAYS

*Background: The State of Wisconsin Department of Natural Resources has determined that a County Board must approve all ATV/UTV routes individually, and Sauk County has created an Ordinance regulating the uses of All-Terrain Vehicles and Utility-Terrain Vehicles in the County. In order to promote the recreational use of All-Terrain Vehicles and Utility-Terrain Vehicles, Sauk County designates a limited number of All-Terrain Vehicle and Utility-Terrain Vehicle routes. The Sauk County Highway Committee receives petitions to designate portions of County Highways as All-Terrain Vehicles and Utility-Terrain Vehicles routes. The petitions are reviewed by the Highway Department and notification is sent to the Municipalities that have proposed county highway routes. Sauk Co. Code §15.003 states that if the Highway and Parks Committee recommends approval of a route or crossing, an ordinance approving the decision shall be prepared for consideration by the County Board. No route or crossing is approved until action of the County Board except that permits for existing routes or crossings may be renewed by the Highway Committee without further action by the County Board.*

Fiscal Impact: ☒ None    ☐ Budgeted Expenditure    ☐ Not Budgeted

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

**NOW, THEREFORE, BE IT ORDAINED** by the Sauk County Board of Supervisors, met in regular session, that the All-Terrain Vehicle and Utility-Terrain Vehicle routes on County Highways identified on the Appendix to this Ordinance are hereby approved, to be effective upon passage.

For Consideration by the Sauk County Board of Supervisors on February 19, 2020.

Respectfully submitted:

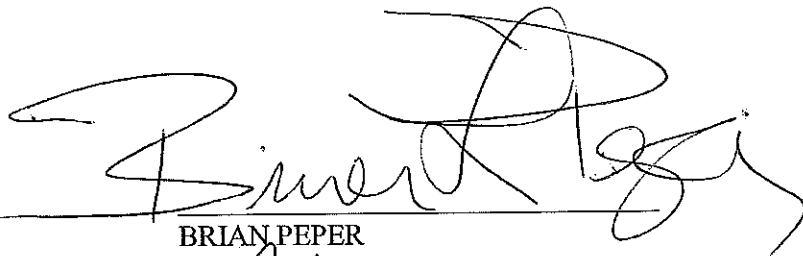
HIGHWAY COMMITTEE



DAVID RIEK, CHAIR



JEAN BERLIN



BRIAN PEPPER



KEVIN LINS



TOMMY LEE BYCHINSKI

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

RESOLUTION 16 - 2020

**Authorization to Purchase Five (5) Pick-Up Trucks from Wisconsin State Bid  
for the Sauk County Highway Department**

*Background: The 2020 Sauk County Budget authorized \$800,000 for equipment replacement. As part of that equipment replacement the Highway Department will be replacing five (5) of its Pick-Up Trucks. The Highway Commissioner obtained state bid pricing for five (5) Pick-Up Trucks. The Highway Commissioner can authorize change orders to the original purchases, not to exceed 10% of the total cost which include radios, tool boxes and emergency lights. Change orders will not exceed the capital outlay budget.*

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

**NOW, THEREFORE BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, and that the Highway Commissioner is hereby authorized to purchase (5) pick-up trucks from Wisconsin State Bid for a total cost of \$209,750.00 and that the Highway Commissioner shall approve change orders not to exceed ten percent of the cost so long as funds are available in the Highway Department Funds.

For Consideration by the Sauk County Board of Supervisors on February 19, 2020.

Respectfully submitted:

**Sauk County Highway Committee**

\_\_\_\_\_  
DAVID A. RIEK, CHAIR

\_\_\_\_\_  
BRIAN L. PEPE

\_\_\_\_\_  
TOMMY LEE BYCHINSKI

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

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

Fiscal Note: This Expenditure will be paid from Highway Equipment Fund Account.  
 MIS Note: No MIS Impact.

<b>Crew Cab 4x4 6.5' Box</b>	
Chevy	\$31,950.00
Ford	\$31,314.00
Dodge	\$29,962.00
Chevy \$31,950.00 x 5 =	\$159,750.00

<b>Equipment</b>	
Radios/Warning	
Lights/Tool	
Boxes/Toneau Covers	
Total	\$10,000 x 5 trucks = \$50,000

<b>Grand Total</b>	<b>\$209,750.00</b>
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RESOLUTION NO. 17 - 2020

RESOLUTION DISAPPROVING A MAP AMENDMENT (REZONING) OF LANDS IN  
THE TOWN OF GREENFIELD FROM SINGLE FAMILY RESIDENTIAL TO AN  
AGRICULTURE DISTRICT FILED UPON JASON AND KYMBERLY SWED,  
PROPERTY OWNER

*Background: Jason and Kymberly Swed own property in the NW ¼, NE ¼, Section 15, T11N, R7E, Lot Three (3), CSM #135, in the Town of Greenfield, and have requested a map amendment (rezoning) of property legally described pursuant to petition 03-2020 from Single Family Residential to Agriculture zoning. The intent of the map amendment (rezoning) is the desire to build multiple protected structures to grow vegetables to sell at local farmers markets.*

*Pursuant to Wis. Stat. §. 59.69(5) Sauk County has the authority to develop, adopt, amend, and reject a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on January 28, 2020; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §. 7.150(9) and recommended denying the map amendment (rezoning).*

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

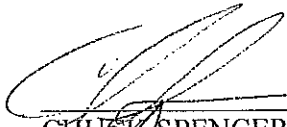
The County Board of Supervisors of the County of Sauk does hereby resolve as follows:

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, that the map amendment (rezoning) of the aforementioned lands, more specifically described in petition 03-2020, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be Disapproved.

For consideration by the Sauk County Board of Supervisors on February 19, 2020.


Respectfully submitted,

LAND RESOURCES AND ENVIRONMENT COMMITTEE

  
CHUCK SPENCER, CHAIR

  
GLEN JOHNSON

  
MARTIN KRUEGER

  
ROBERT NEWPORT

  
CHUCK WHITSELL

  
JEAN BERLIN

  
JOHN DIETZ

RESOLUTION NO. 19 - 2020

**AUTHORIZING AN ADDITIONAL EXPENDITURE OF \$4,950.00 FOR A SAUK  
COUNTY SNOWMOBILE BRIDGE**

*Background: Sauk County annually participates in a grant program that is 100% funded by the Wisconsin Department of Natural Resources (WDNR) for the acquisition, development, insurance and maintenance of public snowmobile trails. The WDNR awarded Sauk County a reimbursement grant in the amount of \$106,500 to replace a snowmobile bridge located over Honey Creek, in the Town of Prairie du Sac.*

*The project was bid out using the WDNR bridge guidelines and criteria. Custom Manufacturing Inc., of Clinton, Wisconsin, was the sole most responsible, responsive bidder, with a bid total of \$86,500.*

*Standard practice while constructing a snowmobile bridge commonly includes adding a sacrificial second deck layer, to protect the bridge's primary support decking from accelerated wear. During construction of the bridge, it was noticed that the bridge did not include a sacrificial second deck layer. Custom Manufacturing Inc. provided a quote to complete the additional work of adding the second layer, which totaled \$4,950.*

*The Parks and Recreation Manager determined that there was great value in the addition of the sacrificial second deck layer, knowing that the project would still be under budget and if Parks and Recreation staff were to complete the work at a later date, the cost to add the second layer would be Sauk County's financial responsibility.*

*Due to time constraints during the construction phase, the decision was made to include the sacrificial second deck layer. The additional expenditure of \$4,950 is 100% funded by the grant.*

Fiscal Impact:    ☐ None    ☒ Budgeted Expenditure    ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the additional expenditure for Custom Manufacturing, Inc. for a sacrificial second deck layer for a Sauk County snowmobile bridge, in the amount of \$4,950.00 hereby be accepted.

For consideration by the Sauk County Board of Supervisors on February 19, 2020.


Respectfully submitted,

**LAND RESOURCES & ENVIRONMENT COMMITTEE**


  
CHUCK SPENCER, Chair

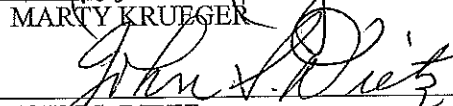
  
BOB NEWPORT

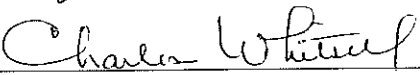
  
JEAN BERLIN

  
RANDALL PUTTKAMER

  
GLEN T. JOHNSON

  
MARTY KRUEGER

  
JOHN S. DIETZ

  
CHUCK WHITSELL

**Fiscal Note:** Funding for the snowmobile bridge project comes from snowmobile registrations, a percentage of tax on gasoline and trail user fees. No County tax levy is used to fund the bridge. The total expense for the bridge is budgeted and will be fully reimbursed to the County upon completion. A project advance of \$79,875 has been received from the WDNR. The grant is a reimbursement grant.

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

RESOLUTION NO. 19 - 2020

**AUTHORIZATION TO PURCHASE ONE 2020 2500 CHEVY EXPRESS CARGO VAN  
AND STORAGE SYSTEM FOR THE COMMUNICATIONS TECHNICIAN**

**Background:** The Communications Technician along with Building Services staff are responsible for the maintenance and upkeep of the county's communications systems. The communications systems and equipment are located at nine tower sites, three Fire Departments, along with 196 miles of fiber, and numerous other pieces equipment at other locations used by county staff and first responders. The Communications Technician currently drives a 2011 Chevy Tahoe with 200,500 miles on it, which was purchased used from the Highway department in 2017 to assist the Communications Technician with his duties at the various locations throughout the county. The Tahoe has been a dependable vehicle, but with the amount of equipment and parts carried by the Communication Technician, he has outgrown the space available in the Chevy Tahoe. The Tahoe is also starting to require more maintenance and attention due to the number of miles on the vehicle. The Facilities Director obtained state bid pricing for a ¾-ton cargo van, and the lowest cost van meeting the needs of the Communication Technician is a 2020 Chevy 2500 Express cargo van from Napleton Chevrolet Buick at a cost of \$23,828.90. The Facilities Director also obtained pricing for the installation of a van safety divider, shelving storage system, and roof ladder rack for the ¾-ton cargo van from Madison Truck Equipment at a cost of \$3,712.00. The total cost for purchasing the fully equipped Communications Tech vehicle is \$27,440.90.

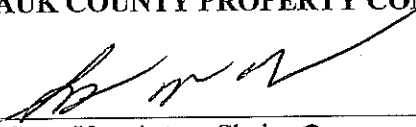
**Fiscal Impact:** [ ] None [X] Budgeted Expenditure [ ] Not Budgeted

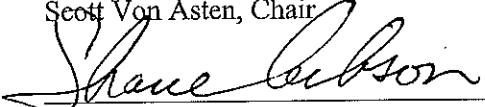
**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors met in regular session, and that the Building Services Facilities Director is hereby authorized to purchase a 2020 Chevy 2500 Express Cargo van from Napleton Chevrolet Buick at a cost of \$23,828.90 and purchase a safety divider, shelving storage system and roof ladder rack for the ¾ ton cargo van from Madison Truck Equipment at a cost of \$3,712.00, with the total cost for purchasing the fully equipped Communications Tech vehicle at \$27,540.90.

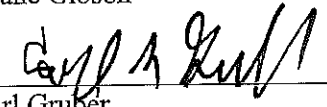
For consideration by the Sauk County Board of Supervisors on February 19, 2020.

Respectfully submitted,


**SAUK COUNTY PROPERTY COMMITTEE**

  
Scott Von Asten, Chair

  
Shane Gibson

  
Carl Gruber

  
William Hambrecht

  
Jean Berlin

PAGE 2

RESOLUTION NO. 9 - 2020

**AUTHORIZATION TO PURCHASE ONE 2020 2500 CHEVY EXPRESS CARGO VAN AND STORAGE SYSTEM FOR THE COMMUNICATIONS TECHNICIAN**

**Fiscal Note:** \$35,000 is budgeted in the 2020 Building Services budget for the purchase of a Communications Technicians vehicle. *KPB*

**Information System Note:** No Information system impact.

**Communications Technician Replacement Van Bid Tally**

Vendor	Options		Cost
Napleton Chevy Buick	2020 Chevy Express 2500 Cargo Van	White	\$ 23,413.00
From State bid pricing	Towing Package		\$ 246.40
	Title		\$ 164.50
	Registration		\$ 5.00

<b>Vehicle Total</b>	<b>\$ 23,828.90</b>
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Madison Truck Equipment	Ranger Design GSR-16 Contractor Package	\$ 2,755.00
	Topper Manufacturing 12' Galvanized Ladder Rack	\$ 798.00
	Topper Manufacturing Wind Deflector	\$ 59.00
	Topper Mfg Ratcheting Straps	\$ 100.00

<b>Van Storage System</b>	<b>\$ 3,712.00</b>
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<b>Van Total Cost</b>	<b>\$ 27,540.90</b>
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## RESOLUTION NO. 10 - 2020

### APPROVING AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MSA PROFESSIONAL SERVICES ("MSA") FOR ADMINISTRATION OF THE SAUK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN FUND HOUSING PROGRAM ("CDBG")

*Background: Resolution 78-10 authorized Sauk County to work with MSA in the implementation and administration of Sauk County's Community Development Block Grant-Small Cities. This program provided \$650,000 of funding for remediation of rural housing stock and capitalization of a revolving loan fund. The program offers 0% interest loans for housing rehabilitation to eligible households. The funds are available for home repairs, down payments, and closing costs at a 0% interest. The loan amount is dependent on household size. It is also available to landlords who rent to tenants that are low-to-moderate income. A lien is placed on the property in the amount of the loan. The loans are deferred payment loans, and are not repaid until the house is sold or the borrower no longer lives there. To date, 43 loans have been issued, and there are currently 27 loans outstanding totaling \$480,721. The current balance available to lend is \$22,075.*

*Resolution 53-12 authorized Sauk County to enter into the Southern Housing County Consortium with nine other counties and into a cooperative agreement with Columbia County for the purpose of administering CDBG regional housing funds. MSA also administers this program in order to be consistent and to successfully follow federal guidelines.*

*Starting January 23, 2020, MSA has amended the administrative expenses and inspection services fees. Per MSA amended contract language, Sauk County will pay MSA 16% of the Revolving Loan Funds received in repayment of past CDBG Housing program loans and expended for new housing rehabilitation projects. MSA will submit a bill for 8% of the funds when a revolving loan fund deposit is made and for the remaining 8% (housing only) as the "new" RLF project funds are spent. The fees for inspection services are in the table below.*

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

**NOW, THEREFORE BE IT RESOLVED**, that the Sauk County Board of Supervisors, met in regular session, hereby approves a Professional Services Agreement amendment with MSA Professional Services for administration of the Sauk County Community Development Block Grant Revolving Loan Fund Housing Program.

For consideration by the Sauk County Board of Supervisors on February 19, 2020.

#### EXECUTIVE AND LEGISLATIVE COMMITTEE:

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

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

\_\_\_\_\_  
Wally Czuprynyko

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

\_\_\_\_\_  
David Riek

**Fiscal Note:** There is no cost to Sauk County for this service as the fees are from the CDBG monies.  
**MIS Note:** None.

Initial Program Inspection	\$275.00
Risk Assessment, Lab Fees and 2 Copies of the Report	\$475.00
All Interim Inspections and the Final Project Inspection	\$250.00
Clearance Testing, Required Notifications & Laboratory Fees	\$250.00



**Amendment  
No. \_\_\_\_\_**

**To: Sauk County  
Peter Vedro, Chairperson  
505 Broadway  
Baraboo, WI 53913**

**MSA Project No.: R10985016.0**

This is an amendment to the Agreement dated January 22, 2019 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

**Project Name:** Sauk County CDBG RLF Housing Program

**The project scope has not changed.**

**The schedule to perform the work is:** Approximate Start Date: January 23, 2020  
Approximate Completion Date: Until Canceled

**The fee for the work has changed due to:** Changes in program regulations  
See Attachment A

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement.

**Approval:** MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files.

**CITY OF PORTAGE**

\_\_\_\_\_  
Peter Vedro  
Chairperson  
Date: \_\_\_\_\_

505 Broadway  
Baraboo, WI 53913  
Phone: 608-355-3274  
Fax: 608-355-3481

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Kari Justmann  
Director of Housing  
Date: \_\_\_\_\_

201 Corporate Drive  
Beaver Dam, WI 53916  
Phone: 920-392-5137  
Fax: 920-887-4250

## Attachment A: FEES

### 1.1 Administration Expenses.

The OWNER will pay MSA 16% of the Revolving Loan Funds received in repayment of past CDBG Housing program loans and expended for new housing rehabilitation projects.

MSA will submit a bill for 8% of the funds when a revolving loan fund deposit is made and for the remaining 8% (housing only) as the "new" RLF project funds are spent.

### 1.2 Inspection Services.

The fee for the inspection services are listed as follows and apply only to those services required. Not all projects require a risk assessment and/or clearance testing.

Initial Program Inspection	\$ 275.00
Risk Assessment, Lab Fees and 2 Copies of the Report	\$ 475.00
All Interim Inspections and the Final Project Inspection	\$ 250.00
Clearance Testing, Required Notifications & Laboratory Fees	\$ 250.00

RESOLUTION NO. 21 - 2020

**SUPPORT COLLABORATION BETWEEN SAUK COUNTY AND THE HO-CHUNK  
NATION FOR FUTURE MIXED-USE DEVELOPMENT**

**Background:** Sauk County has several important plans in process: the Great Sauk State Trail; the Place Plan; and many others. Each, in its own way, focuses on optimizing the region's considerable natural and recreational assets while developing Sauk County as a place the next generation – of residents and visitors – will enjoy. All of these will require focus – a shared vision – plus greater collaboration among current partners and new collaborations with partners who are emerging.

*One Sauk, Naturally* is a groundbreaking opportunity to shape a common vision for Sauk County, a new relationship with the Ho-Chunk Nation, and a prosperous future for current and future generations. Since *One Sauk, Naturally* was created in 2018, the Ho-Chunk Nation and Sauk County have sought out new opportunities for collaboration.

As a continuation of the efforts from *One Sauk, Naturally*, on January 30, 2020, representatives from *One Sauk, Naturally*, Sauk County, and the Ho-Chunk Executive branch met to discuss a cooperative development project. This potential project would encompass various forms of development, with a focus on mixed-use housing.

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

**NOW, THEREFORE BE IT RESOLVED**, that the Sauk County Board of Supervisors, met in regular session, hereby supports collaboration between Sauk County and the Ho-Chunk Nation for future mixed-use development and supports *One Sauk, Naturally* and its collaborative efforts with the Ho-Chunk Nation and the five Sauk County Chambers of Commerce.

For consideration by the Sauk County Board of Supervisors on February 19, 2020.

Respectfully submitted,

**EXECUTIVE AND LEGISLATIVE COMMITTEE:**

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

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

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

\_\_\_\_\_  
Thomas Kriegel

\_\_\_\_\_  
David Riek

**Fiscal Note:** None *KRB*  
**MIS Note:** None.

RESOLUTION NO. 22 - 2020

SUPPORTING THE HO-CHUNK NATION APPLICATION FOR VILLAGE WEST  
LAND INTO TRUST  
APPLICATION, WITHDRAWING PRIOR OBJECTION, AND RESCINDING  
RESOLUTIONS #53-2011 AND 78-2015

*Background: On September 16, 2019, Sauk County received notice of a non-gaming land acquisition application from the United States Department of the Interior. This was a supplemental notice from the original request by the Ho-Chunk Nation to obtain land into trust. Sauk County first received notice of this request April 28, 2011 and passed two resolutions objecting to the approval of taking land into trust until the concerns of Sauk County and other local governments were resolved and directing the Corporation Counsel to take any legal measures necessary to oppose the granting of trust status. Since that time, Sauk County has worked with the Ho-Chunk Nation to improve its relationship and to remove objections such as those originally identified in Resolutions #53-2011 and 78-2015. Through this relationship, the parties have identified areas of collaboration. In order to show good faith in moving forward with this renewed relationship, removing the objection to the land into trust application is important. The Town of Delton did not object or support the application. The relationship with the Ho-Chunk Nation has been supported through the development of One Sauk, Naturally and the planning process associated with that effort.*

Fiscal Impact: ☒ None   ☐ Budgeted Expenditure   ☐ Not Budgeted

**NOW, THEREFORE BE IT RESOLVED**, that the Sauk County Board of Supervisors, met in regular session, hereby withdraws its prior objection to the land into trust application, rescinds Resolutions #53-2011 and 78-2015, and supports the Ho-Chunk Nation's application for Village West land into trust.

For consideration by the Sauk County Board of Supervisors on February 19, 2020.

Respectfully submitted,

**EXECUTIVE AND LEGISLATIVE COMMITTEE:**

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

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

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

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

\_\_\_\_\_  
David Riek

**Fiscal Note:** The financial impact to the County from the acquisition of this land into trust is contained on the attached. Loss of equalized value shifts tax burden to all other taxpayers in the taxing jurisdictions.

**MIS Note:** None.

# Ho-Chunk Notice of Land Acquisition

Updated 2/13/2020

S:\Ho Chunk\Land Acq\Land Acq 2011 & 2015 updated 2020-02-13.xlsx\Taxes

## Per Sauk County Property Records - 2019 (paid 2020) Valuation

BIA Letter	BIA Letter Parcel	Sauk County Tax Parcel #	Tax Parcel Size (Acres)	Equalized Value	All Real Estate Taxes	Sauk County Real Estate Taxes	Town Real Estate Taxes	Baraboo School Real Estate Taxes	MATC Real Estate Taxes
Parcel #	Name		(B)						
1	Sauk 1	008-0209-10000	37.46	\$51,375,360	\$777,213.72	\$238,145.58	\$86,175.91	\$407,513.51	\$45,378.72
2	Sauk 2	008-0207-31000	45.37	\$3,436,413	\$51,986.55	\$15,929.17	\$5,764.16	\$27,257.91	\$3,035.31
3	Sauk 4	008-0207-10000	0.90	\$47,839	\$723.70	\$221.75	\$80.24	\$379.46	\$42.25
3	Sauk 4	008-0207-20000	0.90	\$47,839	\$723.70	\$221.75	\$80.24	\$379.46	\$42.25
4	Sauk 3	008-0207-30000	4.83	\$256,734	\$3,883.91	\$1,190.07	\$430.64	\$2,036.43	\$226.77
5	Sauk 5	008-0207-40000	1.79	\$95,146	\$1,439.39	\$441.04	\$159.60	\$754.71	\$84.04
6	Sauk 9	008-0193-00000	2.29	\$150,426	\$2,275.67	\$697.29	\$252.32	\$1,193.19	\$132.87
7	Sauk 8	008-0193-10000	2.30	\$152,552	\$2,307.84	\$707.14	\$255.89	\$1,210.06	\$134.75
8	Sauk 10	008-0182-00000	1.12	\$15,734	\$238.02	\$72.93	\$26.39	\$124.80	\$13.90
8	Sauk 10	008-0182-10000	1.45	\$87,811	\$1,328.42	\$407.04	\$147.29	\$696.53	\$77.56
9	Statz	008-0180-00000	29.99	\$7,442	\$112.57	\$34.49	\$12.48	\$59.03	\$6.57
9	Statz	008-0181-00000	0.72	\$213	\$3.23	\$0.99	\$0.36	\$1.69	\$0.19
9	Statz	008-0185-00000	24.51	\$178,598	\$2,701.85	\$827.87	\$299.58	\$1,416.65	\$157.75
9	Statz	008-0187-00000	0.55	\$1,063	\$16.08	\$4.93	\$1.78	\$8.43	\$0.94
10	Sauk 6	008-0192-00000	58.85	\$230,901	\$3,493.11	\$1,070.32	\$387.31	\$1,831.53	\$203.95
10	Sauk 6	008-0192-10000	0.56	\$106	\$1.61	\$0.49	\$0.18	\$0.85	\$0.09
Personal Property for Hotel & Convention Center			N/A	\$1,726,764	\$26,152.53	\$8,415.51	\$2,868.04	\$13,237.73	\$1,631.25
Communication Dated 4/20/2011			213.59	\$57,810,940	\$874,601.90	\$268,388.36	\$96,942.41	\$458,101.97	\$51,169.16
1	Sauk 11	008-0021-00000	258.99	\$99,611	\$1,506.93	\$461.74	\$167.08	\$790.13	\$87.98
2	Sauk 12	008-0045-00000	130.09	\$562,370	\$8,507.62	\$2,606.81	\$943.31	\$4,460.77	\$496.73
2	Sauk 12	008-0045-10000	1.56	\$425	\$6.43	\$1.97	\$0.71	\$3.37	\$0.38
3	Holmes	008-0204-00000	5.00	\$38,058	\$575.77	\$176.42	\$63.84	\$301.89	\$33.62
Communications Dated 4/28/2011, 5/26/15 and 9/16/19			395.64	\$700,465	\$10,596.75	\$3,246.94	\$1,174.94	\$5,556.16	\$618.71
008-0972-00000			3.22	\$711,521	\$10,763.99	\$3,298.19	\$1,193.49	\$5,643.84	\$628.47
008-0972-10000** Split to 008-1080-30100 to 31300				\$0.00					
008-1080-30100 (Lot 4)			2.24	\$60,170	\$910.27	\$278.91	\$100.93	\$477.28	\$53.15
008-1080-30200 (Lot 5)			2.24	\$60,170	\$910.27	\$278.91	\$100.93	\$477.28	\$53.15
008-1080-30300 (Lot 6)			2.24	\$60,170	\$910.27	\$278.91	\$100.93	\$477.28	\$53.15
008-1080-30400 (Lot 7)			2.24	\$34,550	\$522.68	\$160.15	\$57.95	\$274.06	\$30.52
008-1080-30500 (Lot 8)			2.24	\$60,170	\$910.27	\$278.91	\$100.93	\$477.28	\$53.15
008-1080-30600 (Lot 9)			2.24	\$34,550	\$522.68	\$160.15	\$57.95	\$274.06	\$30.52
008-1080-30700 (Lot 10)			2.42	\$35,294	\$533.92	\$163.60	\$59.20	\$279.95	\$31.17
008-1080-30800 (Lot 11)			2.42	\$60,915	\$921.52	\$282.36	\$102.18	\$483.18	\$53.80
008-1080-30900 (Lot 12)			2.42	\$60,915	\$921.52	\$282.36	\$102.18	\$483.18	\$53.80
008-1080-31000 (Lot 13)			2.43	\$38,802	\$587.01	\$179.87	\$65.09	\$307.78	\$34.27
008-1080-31100 (Lot 14)			2.43	\$38,802	\$587.01	\$179.87	\$65.09	\$307.78	\$34.27
008-1080-31200 (Lot 15)			2.50	\$19,561	\$295.91	\$90.67	\$32.81	\$155.15	\$17.28
008-1080-31300 (Outlot 1)			0.98	\$1,063	\$16.08	\$4.93	\$1.78	\$8.43	\$0.94
008-0982-00000			7.16	\$107,371	\$1,624.33	\$497.71	\$180.10	\$851.68	\$94.84
008-0982-10000			1.68	\$51,347	\$776.78	\$238.01	\$86.13	\$407.29	\$45.35
008-0987-00000			5.80	\$243,233	\$3,679.66	\$1,127.48	\$407.99	\$1,929.35	\$214.84
Communication Dated 5/06/2015			46.90	\$1,678,607	\$25,394.17	\$7,780.99	\$2,815.66	\$13,314.85	\$1,482.67
Grand Total			656.13	\$60,190,012	\$910,592.82	\$279,416.29	\$100,933.01	\$476,972.98	\$53,270.54

	Sauk County	Town of Delton	Baraboo Schools	MATC
Loss of Equalized Value	\$60,190,012	\$60,190,012	\$60,190,012	\$60,190,012
2019 (2020 budget) Equalized Value for Property Taxes (TID Out)	\$7,141,653,900	\$309,624,300	\$1,734,758,648	\$90,427,622,117
Percent of Total Equalized Value Lost	0.84%	19.44%	3.47%	0.07%
2019 (2020 budget) Equalized Value for Property Taxes AFTER Removal of these Parcels	\$7,081,463,888	\$249,434,288	\$1,674,568,636	\$90,367,432,105
Tax burden shifted to all other taxpayers in the taxing jurisdiction	\$279,416.29	\$100,933.01	\$476,972.98	\$53,270.54
Tax on an average residential property of	\$188,600	\$74.44	\$76.32	\$53.72
Excludes impact of levy limits or revenue caps				\$0.11

\*\*Lot 3 of CSM 6125 was re-platted in 2014 as The Allan Property and is therefore no longer an active parcel. For 2015 each lot within The Allan Property has a new parcel number.

RESOLUTION NO. 23 - 2020

APPROVING CONTRACT WITH KRUEGER, HERNANDEZ, AND THOMPSON, SC  
BY ATTORNEY JESSE L. LEICHSENRING TO PROVIDE LEGAL SERVICES TO  
THE HUMAN SERVICES DEPARTMENT

**Background:** The Corporation Counsel's office is charged by statute and resolution to provide certain services to the Sauk County Department of Human Services. These services include actions under Chapter 48, including children in need of protective services and Termination of Parental Rights; actions under Chapter 51 Mental Commitments; and actions under Chapter 54/55 Guardianships, and Protective Placements. These services are time sensitive. Jesse Leichsenring has been providing these services without a contract since January 3, 2020. In order to continue to provide the services, a contract needs to be authorized. This contract authorizes those services that were already provided.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, hereby approves the attached contract for services effective January 3, 2020.

For consideration by the Sauk County Board of Supervisors on February 19, 2020.

Respectfully submitted,

SAUK COUNTY EXECUTIVE & LEGISLATIVE COMMITTEE

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

\_\_\_\_\_  
William Hambrecht

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

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

\_\_\_\_\_  
David Riek

**Fiscal Note:** The rate paid under the contract is \$100/per hour and is in lieu of the budgeted salary of the assistant corporation counsel.

**Information System Note:** No fiscal impact.

# WISCONSIN INDEPENDENT CONTRACTOR AGREEMENT

**I. The Parties.** This Agreement is made between Sauk County ("Client") with a mailing address of 505 Broadway, City of Baraboo, State of Wisconsin, and Krueger, Hernandez and Thompson, SC by Attorney Jesse L. Leichsenring ("Contractor") with a mailing address of 8215 Greenway Blvd., Ste. 590, City of Middleton, State of Wisconsin.

WHEREAS the Client intends to pay the Contractor for services provided, effective January 3, 2020, under the following terms and conditions:

**II. Scope of Work.** The Contractor agrees to perform the following: All manner of representation under the auspices of the Sauk County Corporation Counsel office representing the Sauk County Department of Human Services. It is understood that new files will be initially provided to the office of the Corporation Counsel by the Department of Human Services, however, the Contractor shall have reasonable access to Department of Human Services employees as needed for meetings or any other purpose in order to facilitate document production. The Parties recognize that Contractor is not the exclusive provider of this service for Sauk County. Contractor will work with Sauk County to fulfill Public Records Requests.

Hereinafter known as the "Services".

**III. Payment.** In consideration for the services to be performed by the Contractor, the Client agrees to pay the Contractor at the rate of \$100.00 per hour as invoiced monthly on an itemized statement provided by Contractor to Client.

The Contractor agrees to be paid on a monthly basis beginning with the statement for January services to be presented at or on the end of January, and each month thereafter.

**IV. Malpractice Insurance:** The Contractor agrees to bear all responsibility for the actions related to themselves under this Agreement. In addition, the Contractor agrees to maintain professional malpractice coverage in an amount dictated by the State Bar of Wisconsin.

**V. Option to Terminate.** The Client and Contractor shall: (check one)

X - Have the option to terminate this Agreement at any time. It is understood that Contractor may withdraw from representing Client for any good cause and pursuant to SCR 20:1.16 which includes, but is not limited to the following: Client's failure to make timely payment of fees and/or costs; Client's misrepresentation or failure to disclose material facts to Contractor; or Client's failure to follow Contractor's advice. Client further agrees that if Client discharges Contractor, or if Contractor withdraws from representing Client for any reason, including the non-payment of fees and costs as they are due under this contract, Client will remain responsible for all fees, costs and expenses actually incurred under this contract and will make payment in full. Client also has the ability to terminate this Agreement at any time for any reason.

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others.

**XI. Independent Contractor Status.** The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. The Services required by this Agreement shall be performed by Attorney Jesse L. Leichsenring.

**VII. Business Licenses, Permits, and Certificates.** The Contractor represents and warrants that Jesse L. Leichsenring shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

**VIII. Federal and State Taxes.** Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes.

**IX. Unemployment Compensation.** The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

**X. Workers' Compensation.** The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

**XI. Indemnification.** The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

**XII. Confidentiality.** The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client. Upon termination of the Contractor's services to the Client, or

at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client.

**XIII. File Ownership/Retention.** Contractor and Client agree that all files, documents, and/or attachments relating to the same are the sole and exclusive property of Client. Contractor shall have right to retain copies subject to any rules of confidentiality and professional conduct. It is also recognized that Contractor may possess files from time to time, but ultimate storage of the same shall be had within Corporation Counsel Office.

**XIV. No Partnership.** This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

**XV. Governing Law.** This Agreement shall be governed under the laws in the State of Wisconsin.

**XVI. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XVII. Breach Waiver.** Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

**XVIII. Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

RESOLUTION NO. 24 - 2020

APPOINTING INTERIM ADMINISTRATIVE COORDINATOR

**Background:** Administrative Coordinator, Alene Kleczek Bolin, has resigned from the position of administrative coordinator leaving a vacancy in said position effective March 2. Sauk County is required by Wis. Stat. § 59.19 to designate an administrative coordinator, and it is necessary to designate an interim administrative coordinator while the future administrative structure of the county is studied and a recruitment conducted. The Executive and Legislative Committee has had this matter under consideration and does believe that \_\_\_\_\_ should be appointed by the County Board to be the Interim Administrative Coordinator.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that \_\_\_\_\_ is designated interim administrative coordinator to serve at the pleasure of the board while the board is selecting a successor and determining the future administrative structure and to be paid at a rate of \_\_\_\_\_ per hour ; and,

BE IT FURTHER RESOLVED, that the interim administrative coordinator is subject to all Sauk County resolutions, ordinances, and policies; that no employment contract is being made by this resolution or appointment; and that the interim administrative coordinator shall be relieved of service by either further action of the County Board through a majority vote with no reason or cause needed or through permanent appointment as required by Wis. Stat. §§ 59.17-59.19.

For consideration by the Sauk County Board of Supervisors on February 19, 2020.

Respectfully submitted,

SAUK COUNTY EXECUTIVE & LEGISLATIVE COMMITTEE

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

\_\_\_\_\_  
William Hambrecht

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

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

\_\_\_\_\_  
David Riek

**Fiscal Note:** The rate paid to the interim administrative coordinator is budgeted/not budgeted in the Administrative Coordinator's budget.

**Information System Note:** No fiscal impact.

RESOLUTION NO. 25 - 2020

APPOINTING INTERIM CORPORATION COUNSEL

**Background:** Due to staffing issues in the Corporation Counsel's Office, there is a need to appoint an interim corporation counsel. The Executive and Legislative Committee has considered the options and agrees to contract with \_\_\_\_\_ in the amount of \_\_\_\_\_. This contract may be terminated at any time and the County will only be charged for actual hours worked.

Fiscal Impact: ☐ None ☐ Budgeted Expenditure ☒ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that \_\_\_\_\_ is designated interim Corporation Counsel to serve at the pleasure of the board; and,

BE IT FURTHER RESOLVED, that the attached contract is hereby approved and that the interim corporation counsel is subject to all Sauk County resolutions, ordinances, and policies, and no employment contract or relationship is being made by this resolution or appointment, and further that the interim corporation counsel shall be relieved of service through the mechanisms stated in the attached contract.

For consideration by the Sauk County Board of Supervisors on February 19, 2020

Respectfully submitted,

DRAFT

SAUK COUNTY EXECUTIVE & LEGISLATIVE COMMITTEE

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

\_\_\_\_\_  
William Hambrecht

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

\_\_\_\_\_  
Thomas Kriegel

\_\_\_\_\_  
David Riek

**Fiscal Note:** The amount paid to the interim corporation counsel is not budgeted in the current corporation counsel budget. This is likely to cause the Corporation Counsel's budget to be exceeded.

**Information System Note:** No fiscal impact.