

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

COMMITTEE: SAUK COUNTY BOARD OF SUPERVISORS
DATE: TUESDAY, DECEMBER 15, 2020
TIME: 6:00 PM
PLACE: ROOM 326, WEST SQUARE BUILDING, 505 BROADWAY, BARABOO, WI

This meeting is open to the public. However, in light of the COVID-19 pandemic, members of the public may wish to watch the meeting on streaming video which can be found on the County's webpage at http://sauk.granicus.com/ViewPublisher.php?view_id=2. No one should attend the meeting if they are experiencing COVID- or flu-like symptoms, have a fever, sore throat or recently experienced a loss of taste or smell.

REGULAR MEETING: SAUK COUNTY BOARD OF SUPERVISORS

1. Call to Order and Certify Compliance with Open Meeting Law.
2. Roll Call.
3. Invocation and Pledge of Allegiance.
4. Adopt Agenda.
5. Adopt Minutes of Previous Meeting.
6. General Consent Agenda Items.
 - a. Land Resources & Environment Committee
 - i. Resolution 137-2020 Commending Brian Cunningham For Over 20 Faithful Years Of Service To The People Of Sauk County. (Page 5)
7. Scheduled Appearances.
8. Public Comment.
 - a. Registration form located on the table in gallery of County Board Room 326 – turn in to the County Board Vice Chair. During Public Comment, any person who is not a member of the body may comment on a specific item or issue that is on the agenda or any other matter the Board is empowered to consider.
9. Communications. *(All communications are attached to Granicus)*
 - a. 11/14/2020 E-mail thread from Supr. Lohr, re: Bluffview grant approval.
 - b. 11/20/2020 E-mail from Bill Dagnon to Supr. Schell, re: COVID in County.
 - c. 11/06/2020 Letter from CVI, re: Gratitude for Vets Service Office.
10. Appointments.
 - a. Children's Community Options Program/Birth To 3 Advisory Committee:
Greg Gintz, Therapy Without Walls; New-Appointment
Erica Lehr-Reuber, School District of Reedsburg; New-Appointment
Cecilia Olivares, House of Wellness; New-Appointment
Adam Feldman, New Appointment, Citizen Member
Roberta Kasper, New Appointment, Citizen Member
3 – Year Term – 12/15/2020 – 12/19/2023

- b. Human Services Board:
Eric Scheunemann, New Appointment, Citizen Member
2- Year Term – 01/01/2021- 12/31/2022
- c. Veteran's Service Commission:
Tammy Lenerz, Re-Appointment, Citizen Member
2- Year Term – 01/01/2021- 12/31/2022
- d. Health Care Center Board of Trustees:
William Higgins, Re-Appointment, Citizen Member
2- Year Term – 01/01/2021- 12/31/2022
- e. Disabled Parking Enforcement Council:
John Statz, New Appointment, Citizen Member (filling unexpired term of Steve Pribbenow)
12/16/2020 – 08/17/2021
- f. Sauk County Library Board:
Linda Kettner, Re-Appointment, Citizen Member
Peggy Heidenreich, Re-Appointment, Citizen Member
Mary Boda, New Appointment, Citizen Member
2- Year Term – 01/01/2021- 12/31/2022

11. Bills.

12. Claims.

13. Elections.

14. Proclamations.

15. Reports - informational, no action required.

- a. Rebecca C. Evert, Sauk County Clerk – Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e):
 - i. Petition 24-2020, Applicant: Brian & Kelly Mittelstaedt; Project Location: Town of Franklin; Current Zoning: Recreational; Proposed Zoning: Residential. (Pages 6-10)
- b. Brent Miller, Administrator.
- c. Tim McCumber, Chair.

16. Unfinished Business.

17. New Business.

- a. Aging & Disability Resource Center & Veteran's Service Office Committee:
 - i. Resolution 138-2020 Resolution Supporting Increased Funding For Aging And Disability Resource Centers. (Pages 11-12)
 - ii. Resolution 139-2020 Authorizing Contract With Sauk County Aging And Disability Resource Center Senior Meal Program And Reedsburg Country Club For The Provision Of Congregate Meals To The Sauk County Senior Meals Program. (Page 13)

iii. Resolution 140-2020 Authorizing Contract With Sauk County Aging And Disability Resource Center Senior Meal Program And The Shed For The Provision Of Congregate Meal To The Sauk County Senior Meals Program. (Page 14)

b. Executive & Legislative Committee:

i. Resolution 141-2020 Authorizing The Purchase Of Replacement Servers. (Pages 15-16)

ii. Resolution 142-2020 Authorizing The Purchase Of Windows Service Datacenter Licensing. (Pages 17-18)

iii. Resolution 143-2020 Expressing Appreciation To Sauk County Municipalities For Allocation Of Cares Funding To Assist With COVID-19 Response. (Pages 19-21)

c. Highway Committee:

i. Resolution 144-2020 Accept Proposal For One (1) Construction Paver From Aring Equipment Company. (Page 22)

d. Land Resources and Environment Committee:

i. Resolution 145-2020 Approving The Agreement With Sauk County Historical Society For The Management Of Man Mound National Historic Landmark And Yellow Thunder Memorial And Authorizing The Land Resources And Environment Director To Execute The Agreement. (Pages 23-29)

ii. Resolution 146-2020 Adopting The 2020-2040 Man Mound National Historic Landmark Master Property Plan And The 2020-2040 Yellow Thunder Memorial Master Property Plan As Appendices To The 2020-2024 County Outdoor Recreation Plan. (Pages 30-31)

iii. Resolution 147-2020 Approving A Water Quality Brokering Agreement With The Village Of Loganville And Authorizing The Land Resources And Environment Director To Execute The Agreement. (Pages 32-36)

iv. Resolution 148-2020 Approving A Memorandum Of Understanding With Juneau County Land And Water Resources Department And Authorizing The Land Resources And Environment Director To Execute The Agreement. (Pages 37-38)

v. Resolution 149-2020 Authorizing The Director Of Land Resources And Environment To Submit Multi-Discharge Variance Application To The Wisconsin Department Of Natural Resources. (Page 39)

vi. Ordinance 12-2020 An Ordinance Approving A Map Amendment (Rezoning) Of Lands In The Town Of Ironton From An Exclusive Agriculture To An Agriculture District Upon The Petition Of Lucas Winchel, Green Tech Enterprises LLC, Agent. (Page 40)

vii. Ordinance 13-2020 An Ordinance Approving A Map Amendment (Rezoning) Of Lands In The Town Of Winfield From A Commercial To A Single Family Residential District Upon The Petition Of Sarah Celeste. (Page 41)

e. Law Enforcement & Judiciary Committee:

i. Resolution 150-2020 Resolution In Support Of Increased County Child Support Funding. (Page 42)

f. Personnel & Insurance Committee:

- i. Resolution 151- 2020 Approving Liability, Property, And Workers Compensation Coverage, Insurance, Carrier, And Premiums For Sauk County. (Pages 43-44)

g. Property Committee:

- i. Ordinance 14-2020 Creating Chapter 45 Of The Sauk County Code Of Ordinances Relating To Facilities & Infrastructure. (Pages 45-47)

- ii. Resolution 152-2020 Authorization To Purchase One 2021 2500 Chevy Silverado Crew Cab Truck For The Facilities Director. (Pages 48-49)

- iii. Resolution 153-2020 Authorizing A Ten year Fiber Lease Agreement With The Board Of Regents Of The University Of Wisconsin System On Behalf Of UW-Madison Division Of Information Technology Network Services. (Pages 50-51)

18. Referrals.

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

20. Adjournment.

Respectfully,



Tim McCumber
County Board Chair

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

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

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

Agenda mail date via United States Postal Service: December 10, 2020.

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

s:/admin/Co Bd Agendas/2020/ctybdagendaDECEMBER2020

RESOLUTION NO. 137 - 2020

COMMENDING BRIAN CUNNINGHAM FOR OVER 20 FAITHFUL YEARS OF
SERVICE TO THE PEOPLE OF SAUK COUNTY

Background: It is the custom of the Sauk County Board of Supervisors to recognize individuals who have served the people of Sauk County with distinction. Brian has faithfully served the people of Sauk County in the Land Resources & Environment Department for over 20 years. He maintained professional and ethical integrity and was an essential team member to the Department and all of Sauk County.

Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby expresses its appreciation and commends Brian Cunningham for over 20 years of faithful service to the people of Sauk County.

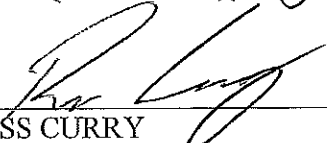
AND, BE IT FURTHER RESOLVED, that the Chairman of the Sauk County Board of Supervisors is hereby directed to present Brian Cunningham an appropriate symbol of our appreciation for service to the people of Sauk County.

For consideration by the Sauk County Board of Supervisors on December 15, 2020.

Respectfully submitted,

SAUK COUNTY LAND RESOURCES and ENVIRONMENT COMMITTEE


MARTY KRUEGER, CHAIR


ROSS CURRY


BRANDON LOHR



RANDY PUTTKAMER


PETER KINSMAN, VICE CHAIR


ROB NELSON


DENNIS POLIVKA


VALERIE MCAULIFFE

Fiscal Impact: None. 
MIS Note: No new MIS impact.



Land Resources & Environment
Department
505 Broadway, Ste. 248
Baraboo, Wisconsin 53913
Phone: (608) 355-3245
Fax: (608) 355-3292
www.co.sauk.wi.us

Application Accepted: 11520
Accepted By: DE
Petition Number: RZ-30-20
Current Zoning: Shoreland-Utterland
Proposed Zoning: Shoreland
Committee Hearing Date: 12-29-20
County Board Date: 1-19-21
Supervisor District #: 22

Zoning Map Amendment (Rezone) Application

General Information

Property Owner Name: Brian & Kelly Mittelstaedt Home Phone: 414 788 9717
Mailing Address: 5652 Marsh Rd. WATERFORD WI Cell Phone: 414 788 9717
E-mail Address: stacats5@gmail.com 53185

Agent/Applicant Name: Same as above Home Phone: _____
Mailing Address: _____ Cell Phone: _____
E-mail Address: _____

Site Information

Site Address: Lake Road (tax parcel # 014-0475-20000)
Parcel ID: #014-0475-20000
Property Description: NW 1/4 NW 1/4 Section D1 T10 N, R 03 E.
Town of: FRANKLIN Current Zoning: _____
Overlay District: ☒ Shoreland ☐ Floodplain ☐ Airport
Current Use: Recreation Land

Existing Structures/Improvements: N/A

Proposed Zoning

Proposed Ordinance Section	Proposed Zoning/Use Description

Describe specifically the nature of the request (be sure to list all proposed uses of the property). What do you plan to do? Please attach additional sheets, if necessary.

Project purpose and need - Purpose of request is to create a driveway to allow vehicle access. This narrow parcel will contain driveway which allows access to the property we own and means to get to camping/building site, we will develop in the future.

General Application Requirements

Applications will not be accepted until the applicant has met with department staff to review the application and determine if all the necessary information has been provided. All information from the checklist must be provided to the Department to be considered a complete application. Only complete applications submitted by the deadline will be noticed for a specific hearing date/time.

- ☒ Completed Zoning Map Amendment Application Form.
- ☒ \$500 application fee (non-refundable), payable to Sauk County LRE.
- ☒ A scaled map of the proposed rezone area (if the property is not vacant the location of buildings, driveways, etc. must be shown).
- ☒ Legal description of the area to be rezoned (CSM, Metes & Bounds description)
- ☐ Any other information as required by the zoning administrator to explain the request.

Zoning Map Amendment Standards

Explain how the proposed rezone is consistent with the overall purpose and intent of the zoning ordinance.

Rezone is to allow access driveway to be installed upon approval of WDNR & US Army Corps of Engineers regarding Wetland Fill.

If rezoning out of an Exclusive Agriculture Zoning District explain how the land is better suited for a use not allowed in the Exclusive Agriculture Zoning District and how the rezoning will not substantially impair or limit future agricultural use of surrounding parcels of land that are zoned for or legally restricted to agricultural use.

N/A

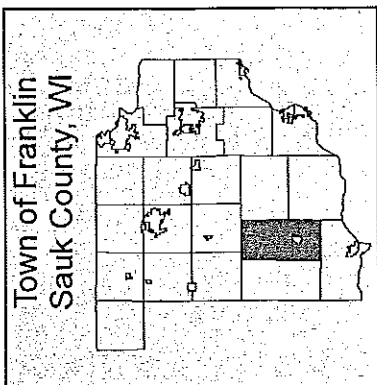
Certification

I certify by my signature that all information presented herein is true and correct to the best of my knowledge. I give permission for the staff of the Sauk County Land Resources & Environment Department to enter my property for the purpose of collecting information to be used as part of the public hearing process. I understand that the rezone fee is a non-refundable, regardless if the rezone is approved or denied. I understand that the fee for this application is only for the rezone request and if permits are required for the project that those will require separate application(s) and/or fee(s). I understand that partial or incomplete applications will be returned to the applicant resulting in the application being removed from the hearing agenda and the submittal deadlines will restart. I further agree to withdraw this application if substantive false or incorrect information has been included.

Applicant/Agent: B. Mitchell Kelly Mitchell Date: 10-15-20

Property Owner Signature: B. Mitchell Kelly Mitchell Date: 10-15-20

SAUK COUNTY LAND RESOURCES & ENVIRONMENT



Legend

Mittelsteadt Wetland Rezone

Layer

- Study Area
- Upland Disturbance
- Wetland Disturbance
- Wetlands
- FEMA Firm Panel

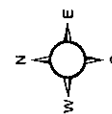
Shoreland

- WETLAND - WITHIN FIELD CHECK SHORELANDS
- WETLAND - WITHIN NAVIGABLE SHORELANDS

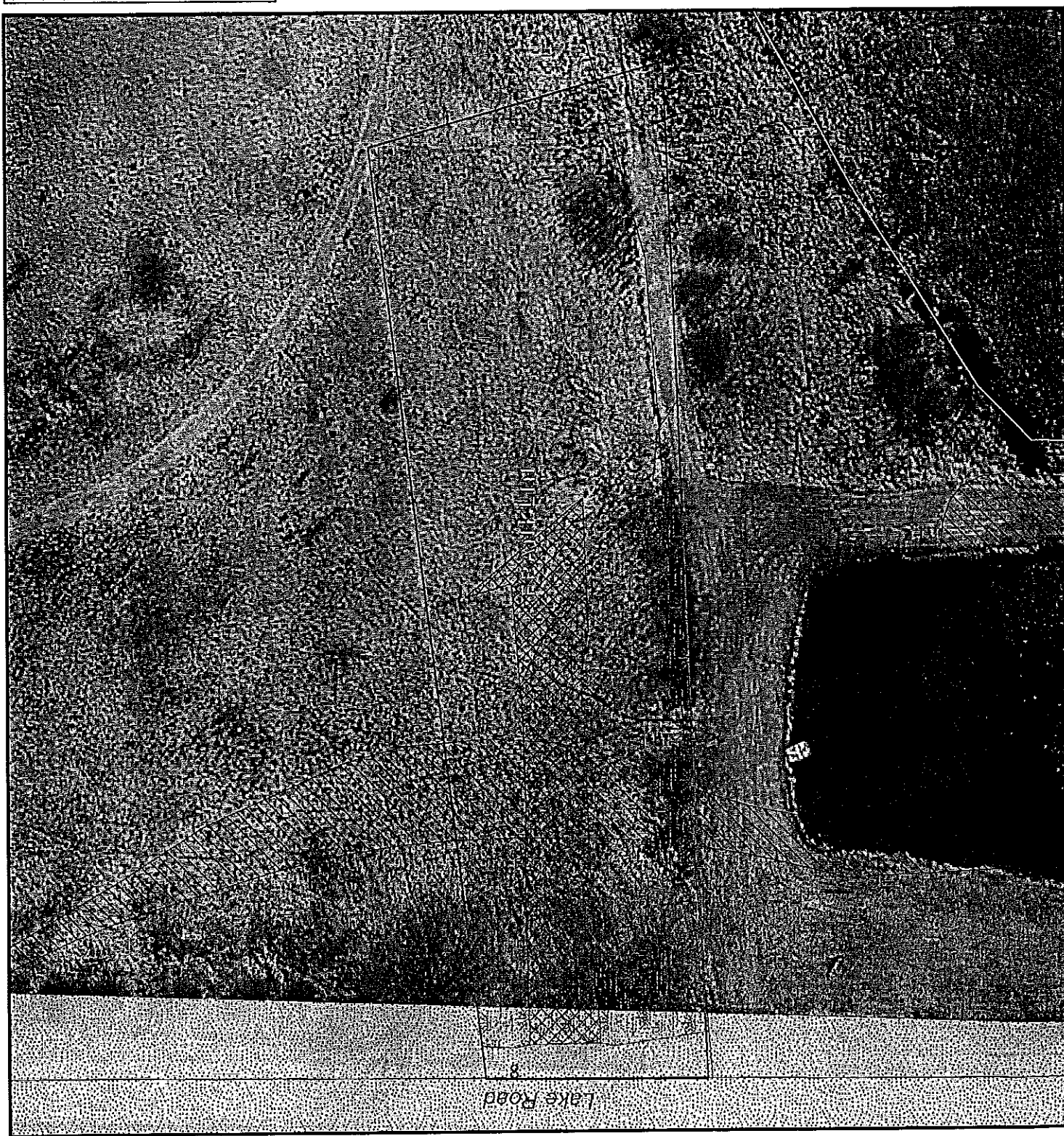
Roads

- Town
- Tax Parcels
- Drainage Way

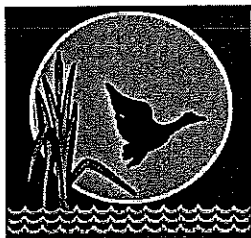
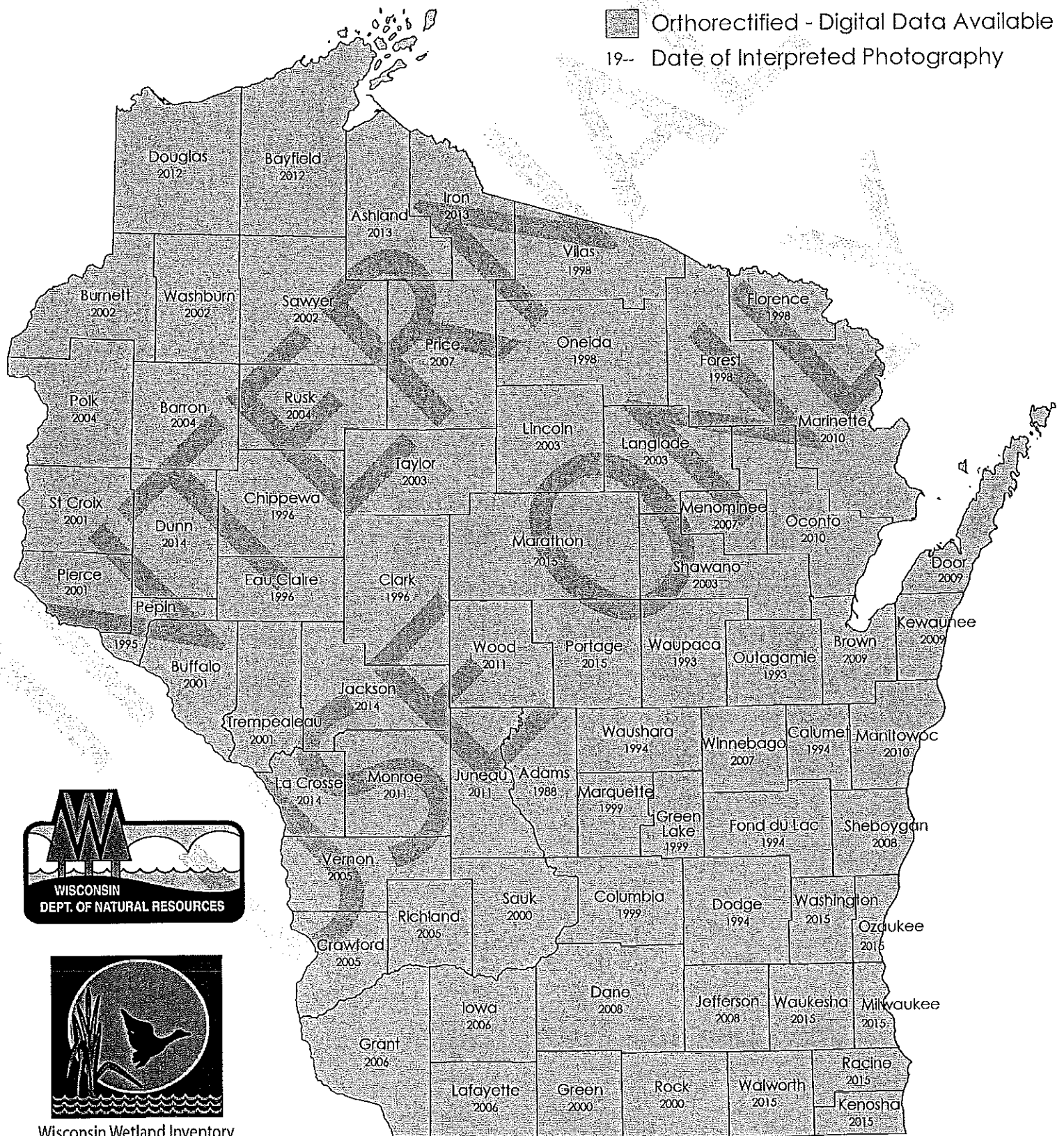
NRT15 Shoreland Wetland Zoning



FOR INFORMATIONAL PURPOSES ONLY
 Sauk County does not warrant the accuracy of the data contained herein and makes no warranty with regard to the data. The data is provided in this map is limited by the method and accuracy of its collection.



The Wisconsin Wetland Inventory

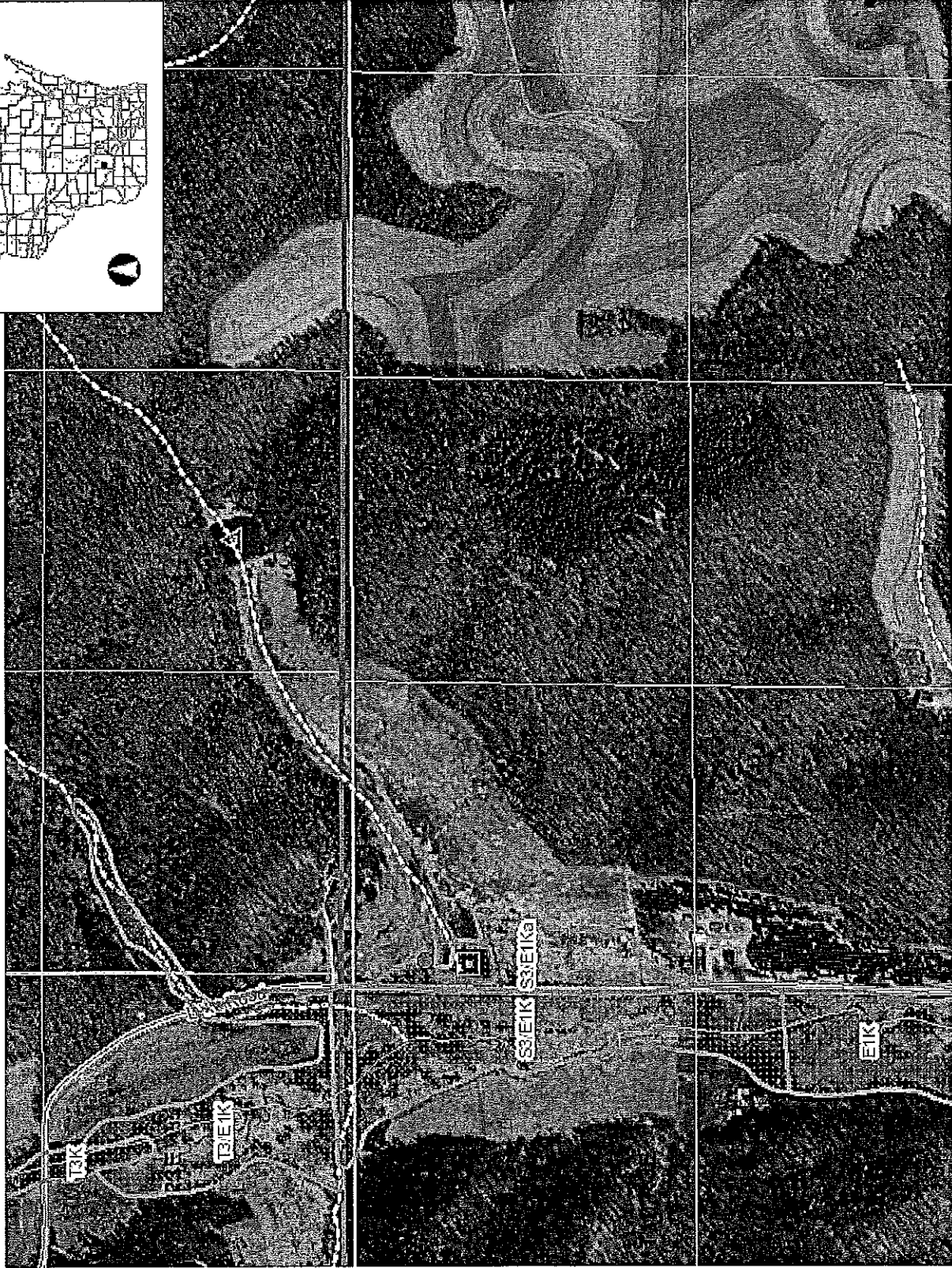


Wisconsin Wetland Inventory

12.2019



Surface Water Data Viewer Map - Wetland Wetland Inventory - Mittelstaedt Property



- ### Legend
- Waterway and Wetland Alterations
 - Informal Actions
 - Exemption Determinations
 - Ordinary High Water Mark Determinations
 - Wetland Identifications and Confirmations
 - Navigability Determinations
 - Yes
 - Yes with Agricultural Exemption
 - No
 - Surface Water Outfalls
 - Wetland Class Points
 - Dammed pond
 - Excavated pond
 - Filled excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Filled Points
 - Wetland Class Areas
 - Wetland
 - Upland
 - Filled Areas
 - Wetland Class Points
 - Dammed pond
 - Excavated pond
 - Filled excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Filled Points
 - Wetland Class Areas
 - Wetland
 - Upland
 - Filled Areas

Notes

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

0.3 0 0.13 0.3 Miles

NAD_1983_HARN_Wisconsin_TM

1: 7,920

RESOLUTION 138 - 2020

**AUTHORIZING SUPPORTING INCREASED FUNDING FOR AGING AND
DISABILITY RESOURCE CENTERS**

WHEREAS, Aging and Disability Resource Centers (ADRC) are the first place to go to get accurate unbiased information on all aspects of life related to aging or living with a disability; and

WHEREAS, ADRC services include providing information and assistance, options and benefits counseling, coordinating short-term services, conducting functional screens, and enrollment processing and counseling; and

WHEREAS, in Wisconsin, there are currently 34 single-county ADRCs, 12 multi-county/tribal ADRCs, and seven tribal Aging and Disability Resource Specialists that work with an ADRC; and

WHEREAS, ADRCs serve the fastest growing demographic of our state's population; and

WHEREAS, the funding method for ADRCs has not been revised in more than a decade, and funding for ADRCs has not increased since 2006; and

WHEREAS, it has become evident that ADRC funding needs revision for a number of reasons, including:

- The current inequitable distribution of funding among ADRCs.
- The need to increase funding so that all ADRCs may effectively meet their mission, as outlined in the Scope of Services contract addendum; and

WHEREAS, the Office for Resource Center Development (ORCD) within the Department of Health Services (DHS) established a stakeholder advisory group in 2017 to discuss ADRC funding; and

WHEREAS, the stakeholder advisory group identified a number of issues with the current funding formula, such as:

- Dollars are distributed based on the date of ADRC establishment - older ADRCs (Generation One) receive more funding than ADRCs established at a later date (Generation Two and Three ADRCs);
- The current formula does not take into account elements associated with health and social inequity that require a greater need for ADRC services;
- The current formula does not adjust with need – Wisconsin's aging and disability populations continue to grow and are expected to grow significantly over the next 20 years;
- The current formula does not account for needed cost of living adjustments; and

WHEREAS, a significant state General Purpose Revenue (GPR) investment is needed to implement the recommendations of the stakeholder advisory group; and

WHEREAS, such a significant state investment would provide consistency in ADRC funding statewide, cover the services required and recommended in the Scope of Services contract addendum, and equalize services among ADRCs; and

WHEREAS, the work of the stakeholder advisory group complements the work of the Governor's Task Force on Caregiving.

NOW, THEREFORE, BE IT RESOLVED that the Sauk County Board of Supervisors does hereby support the following increases in the 2021-23 state biennial budget to ensure access to critical services provided by ADRCs to Wisconsin's aging and disability populations:

- Provide an additional \$27,410,000 GPR in funding to our state's ADRCs. It is important to note that the proposed change in the ADRC allocation methodology cannot occur unless the full \$27.4 million is allocated.
- Provide additional funding to expand/equalize ADRC services across the state:
 - Expand Dementia Care Specialist Funding Statewide: \$3,320,000
 - Fully Fund Elder Benefit Specialists Statewide: \$2,300,000
 - Expand Caregiver Support and Programs: \$3,600,000
 - Expand Health Promotion Services: \$6,000,000
 - Expand Care Transition Services: \$6,000,000
 - Fund Aging and Disability Resources in Tribes: \$1,180,000
 - Fully Fund Aging and Disability Resource Support Systems: \$2,650,000; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Tony Evers, DOA Secretary Joel Brennan, DHS Secretary-designee Andrea Palm, the Wisconsin Counties Association and all area legislators.

For consideration by the Sauk County Board of Supervisors on December 15th, 2020.
Respectfully submitted,

SAUK COUNTY
ADRC & VETERANS SERVICE OFFICE COMMITTEE

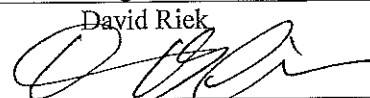
Ross Curry, Chair

Thomas Dorner

Michelle Bushweiler



David Riek



Dennis Polivka

FICAL NOTE: No MIS impact. *VPB*

MIS NOTE: No MIS impact.

**AUTHORIZING CONTRACT WITH SAUK COUNTY AGING AND DISABILITY
RESOURCE CENTER SENIOR MEAL PROGRAM AND REEDSBURG COUNTRY
CLUB FOR THE PROVISION OF CONGREGATE MEALS TO THE SAUK COUNTY
SENIOR MEALS PROGRAM**

Background: The ADRC's Aging Program provides Congregate and Home Delivered meals to Sauk County residents over age 60, under the Older American's Act Nutrition Programs. The purposes of these programs are to: reduce hunger and food insecurity; promote socialization; promote health and well-being, and delay adverse health conditions. The intent is to ensure older adults maintain their ability to remain in the community. Meals provide at least 1/3 of the recommended Dietary Intake for those over age 60 and adhere to the current Dietary Guidelines for Americans, issued by the Department of Health and Human Services and Agriculture.

Based on the success of My Meal My Way Program, the ADRC decided to extend the contract with Reedsburg Country Club for year 2021. The model in Reedsburg is at the Reedsburg Country Club and includes a salad bar option for two days a week. ADRC is anticipated to serve around 1,900 meals at an expense of \$17,100.00 and receive an estimate donation of \$ 9,500.00 until the end of the year 2021. The anticipate net expenditure for this contract is anticipated to be \$7,600.00 for 2021.

Fiscal Impact: ☐ None ☒ Budgeted ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the ADRC is authorized to sign a contract with Reedsburg Country Club, for the provision of congregate meals to our senior citizens.

For consideration by the Sauk County Board of Supervisors on December 15th, 2020.

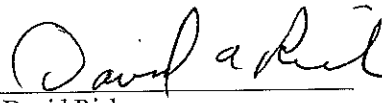
Respectfully submitted,

SAUK COUNTY
ADRC & VETERANS SERVICE OFFICE COMMITTEE

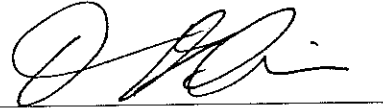
Ross Curry, Chair

Thomas Dörner

Michelle Bushweiler



David Riek



Dennis Polivka

FICAL NOTE: The ADRC funds from Greater Wisconsin Agency on Aging Recourses (GWAAR) and budgeted county levy will be used.

KPB

MIS NOTE: No MIS impact.

RESOLUTION 140 - 2020

**AUTHORIZING CONTRACT WITH SAUK COUNTY AGING AND DISABILITY
RESOURCE CENTER SENIOR MEAL PROGRAM AND THE SHED FOR THE
PROVISION OF CONGREGATE MEALS TO THE SAUK COUNTY SENIOR MEALS
PROGRAM**

Background: The ADRC's Aging Program provides Congregate and Home Delivered meals to Sauk County residents over age 60, under the Older American's Act Nutrition Programs. The purposes of these programs are to: reduce hunger and food insecurity; promote socialization; promote health and well-being, and delay adverse health conditions. The intent is to ensure older adults maintain their ability to remain in the community. Meals provide at least 1/3 of the recommended Dietary Intake for those over age 60 and adhere to the current Dietary Guidelines for Americans, issued by the Department of Health and Human Services and Agriculture.

Based on the success of My Meal My Way Program, the ADRC decided to extend the contract with The Shed for year 2021. The model in Spring Green is at The Shed restaurant and includes a soup and sandwich option for two days a week. ADRC is anticipated to serve around 1,400 meals, costing a total of \$12,012.00 and receive an estimate donation of \$ 7,000.00 until the end of the year 2021. The anticipated net expenditure for this contract is anticipated to be \$5,012.00 for 2021.

Fiscal Impact: ☐ None ☒ Budgeted ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the ADRC is authorized to sign a contract with The Shed, for the provision of congregate meals to our senior citizens.

For consideration by the Sauk County Board of Supervisors on December 15th, 2020.

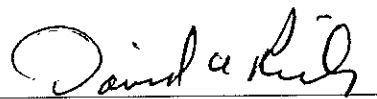
Respectfully submitted,

SAUK COUNTY
ADRC & VETERANS SERVICE OFFICE COMMITTEE

Ross Curry, Chair

Thomas Dorner

Michelle Bushweiler



David Riek



Dennis Polivka

FICAL NOTE: The ADRC funds from Greater Wisconsin Agency on Aging Recourses (GWAAR) and budgeted county levy will be used. *VPB*

MIS NOTE: No MIS impact.

RESOLUTION NO. 141 - 2020

AUTHORIZING THE PURCHASE OF REPLACEMENT VM SERVERS

Background: Sauk County employs a virtual server infrastructure which consists of a number of physical computing devices that function as a single virtual machine (VM). This integrated system carries the application workload for all of the County's locally hosted applications. These servers provide the computing power for this system at the primary data center located in the Courthouse Annex.

Due to the integrated nature of virtual infrastructures, adherence to replacement cycles for system components is critical, as the various physical components must be similar in architecture. To accomplish this, the MIS Department includes these replacements in the Sauk County Capital Improvement Plan, which projects these costs over a ten year span for inclusion in the annual 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, that the purchase of three Dell vSphere Servers from Heartland Business Systems for a total of \$24,404.46 be and is hereby authorized; and,

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

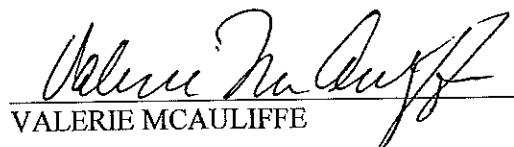
For consideration by the Sauk County Board of Supervisors on December 15, 2020.

Respectfully submitted,

EXECUTIVE AND LEGISLATIVE COMMITTEE


TIMOTHY MCCUMBER, CHAIR


BRANDON LOHR, VICE CHAIR


VALERIE MCAULIFFE


WALLY CZUPRYNSKI


MARTY KRUEGER

Fiscal Note: The 2020 MIS CIP budget includes \$25,000 for these server replacements. *KPB*

MIS Note: This equipment meets the requirements of Sauk County's dispersed virtual environment.

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Total</u>
CDW-G	Dell Power Edge R640	\$10,150.00	\$30,450.00
Dell Direct	PowerEdge R640	\$10,487.27	\$31,461.81
HBS	Dell PowerEdge R640	\$ 7,957.44	\$23,872.32

RESOLUTION NO. 142 - 2020

**AUTHORIZING THE PURCHASE OF WINDOWS SERVER DATACENTER
LICENSING**

Background: Revisions to the manner in which Microsoft licenses virtual servers for current versions of Windows Server, requires the County to change its system licensing strategy for these systems. This change involves moving from a per server license to a per processor core license. Annual license and software assurance is also now required for these licenses.

Working with a business partner, MIS has determined the required number of licenses for the current virtual infrastructure. Under State of Wisconsin Purchase Contract Number 505ENT-M21-NASPOSVAR-00, Microsoft sets a discounted price for this licensing; therefore, additional vendor quotes were not obtained. This cost includes three years of annual Software Assurance (SA) fees.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

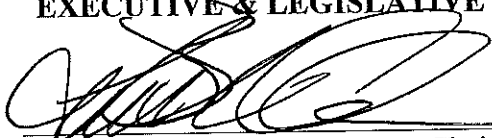
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the purchase of four Microsoft Windows Server Datacenter sixteen core licenses, at a total cost of \$30,663.36 from SHI, be and is hereby approved; and,

BE IT FURTHER RESOLVED, that the Sauk County Management Information Systems Director is hereby delegated the authority to sign any such agreements related to the acquisition, installation, and ongoing maintenance of said licensing on behalf of Sauk County.

For consideration by the Sauk County Board of Supervisors on December 15, 2020.

Respectfully submitted,

EXECUTIVE & LEGISLATIVE COMMITTEE


TIMOTHY B. MCCUMBER, Chair


BRANDON LOHR


WALLY CZUPRYNSKI


MARTY KRUEGER


VALERIE MCAULIFFE

Fiscal Note: The 2021 MIS budget provides funding for this purchase. *KPB*

MIS Note: Annual Licenses and Software Assurance costs, after the first three years, are roughly 25% of the purchase cost and subject to change based upon current Microsoft pricing.

⏮ Reply all ⏭ Delete ⓧ Junk Block ...

Fwd: SHI Quote 19748698, Microsoft Windows Server - License & Software Assurance (34 Months)



Quotation 19748698
#:
Created 11/27/2020
On:
Valid 11/30/2020
Until:

WI SAUK COUNTY MIS

Inside Account Executive

Blake Volk
510 BROADWAY ROOM C=103 ATTN: A/P
BARABOO, WI 53913
United States
Phone: (608) 355-3555

Ryan Brennan
290 Davidson Ave.
Somerset, NJ, 08873
Phone: 800-477-6479
Fax: 732-564-8224

Email: Ryan.Brennan@shi.com

Fax:
Email: blake.volk@saukcountywi.gov

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Windows Server Datacenter Edition - License & software assurance - 2 cores - Select Plus - minimum 16 cores per physical server - Single Language Microsoft - Part#: 9EA-00267 Coverage Term: 12/1/2020 - 9/30/2023	36	\$851.76	\$30,663.36
Total			\$30,663.36

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

RESOLUTION 143 - 2020
EXPRESSING APPRECIATION TO SAUK COUNTY MUNICIPALITIES FOR
ALLOCATION OF CARES FUNDING TO ASSIST WITH COVID-19 RESPONSE

Background: The State of Wisconsin allocated \$190 million funded by federal Coronavirus Aid, Relief, and Economic Security (CARES) funding to every county, city, village and town in Wisconsin. These funds are for reimbursing Wisconsin's units of local government for expenditures incurred in 2020 due to the COVID-19 pandemic that are not covered through existing State of Wisconsin virus response efforts. The funds can be used for emergency operation activities (including those related to public health, emergency services, and public safety response); medical and protective services and equipment; cleaning, sanitizing and other mitigation in public areas and facilities; temporary isolation housing; testing and contact tracing; services and equipment to facilitate telework by employees; and other COVID-related expenses.

If a jurisdiction was fortunate enough to not need the full amount of its allocation to reimburse their expenses, the jurisdiction could choose to designate the unused funds to another jurisdiction. The following municipalities designated funds to Sauk County.

Fiscal Impact: ☐ None ☒ Budgeted ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session that Sauk County expresses its appreciation to the following municipalities that allocated their unspent CARES funds to Sauk County.

City of Baraboo	\$652.75
Town of Baraboo	\$4,412.88
Town of Fairfield	\$12,037.20
Town of LaValle	\$584.07
Town of Prairie du Sac	\$7,835.38
Town of Woodland	\$8,845.73
	\$34,368.01

For consideration by the Sauk County Board of Supervisors on December 15, 2020.


SAUK COUNTY EXECUTIVE & LEGISLATIVE COMMITTEE


TIMOTHY MCCUMBER, Chairperson


BRANDON LOHR


WALLY CZUPRYNSKI


VALERIE MCAULIFFE


MARTIN F. KRUEGER

Fiscal Note: The funds provided by these municipalities will augment Sauk County's award of \$1,028,793 and assist in reimbursing Sauk County for expenditures related to COVID-19 response.

MIS Note: No MIS impact.

From: Town of Prairie du Sac <townofprairiedusac@gmail.com>
Sent: Tuesday, November 10, 2020 1:53 PM
To: Brandon Lohr <brandon.lohr@saukcountywi.gov>; Valerie McAuliffe <valerie.mcauliffe@saukcountywi.gov>; Kerry Beghin <kerry.beghin@saukcountywi.gov>
Cc: Timothy McCumber <timothy.mccumber@saukcountywi.gov>; Patricia Rego <patricia.rego@saukcountywi.gov>; Rebecca Klitzke <rebecca.klitzke@saukcountywi.gov>; Ross Curry <ross.curry@saukcountywi.gov>; Kristin White Eagle <kristin.whiteeagle@saukcountywi.gov>; Thomas Dorner <thomas.dorner@saukcountywi.gov>
Subject: 'Cares Act' money addressing COVID-19 response.

November 10, 2020

Various Sauk County Plans acknowledge the importance of enhancing opportunities for health care access and healthy lifestyle activities as means to improve the quality of life, mental and physical health. 'Protecting the public health, safety, and welfare of Sauk County residents' is the expressed purpose of many of the County ordinances. In practice, Sauk County takes preventative, proactive and remedial actions in a variety of ways, from government and community collaborative efforts to put in the Great Sauk State Trail to the Health and Wellness coalition which provides both preventative and treatment programs for variety of needs; from ordinance enforcement to participating in the Badger Reuse Plan and Restoration Advisory Board (RAB).

Protecting and promoting the health and wellness of the public found fresh challenges with the emergence of the novel coronavirus, known as COVID-19. Sauk County was a leader with its local response to the worldwide COVID-19 pandemic. The Health Department, Emergency Management, the Community Development Coordinator, the County Clerk and Treasurers offices and others within Sauk County mobilized to prepare a response and harness resources. The leadership and partnering with a variety of sectors has been invaluable. Identifying and providing resources for business and individuals; finding sources of PPE; testing, tracking and tracing to identify and contain outbreaks; using science based risk assessments measures and best practices for activities and facility operations has and continues to provide individuals and the various community sectors the information and tools they need to assess their own risk, and provide services and goods in the safest manner possible for themselves, their employees, and their clients.

The Town of Prairie du Sac applauds the efforts these departments and so many others have put into protecting and promoting public health and safety during this time. With recent trends there are several new challenges. We trust that the County will continue to base its decisions on science.

In support of continuing the collaborative, comprehensive COVID-19 response efforts, on November 10, 2020, the Town of Prairie du Sac designated its unused portion, over \$7,000.00, of the 'Cares Act' money to Sauk County.

The Town Board of the Town of Prairie du Sac

RESOLUTION 144 - 2020

Accept Proposal For One (1) Construction Paver
From Aring Equipment Company

Background: The 2021 Sauk County Budget authorized \$1,091,000 for equipment replacement. As part of that equipment replacement the Highway Department will be replacing its paver. The Highway Department is requesting approval to purchase a used 2019 Volvo P7170 paver to replace the current paver that was manufactured in 1989. The 2019 Volvo paver was a demo unit and has only been used for 313 hours. The paver has a cost of \$265,000 in addition to the paver the Highway department is requesting to purchase a MOBA Matic II Joint matcher for the cost of \$11,350 and an extended comprehensive 3 year warranty for a cost of \$14,000 for the total cost of \$290,350. The Highway Commissioner can authorize change orders to the original purchases, not to exceed 10% of the total cost. Change orders will not exceed the capital outlay budget.

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 the purchase of \$290,350.00 for One (1) Used 2019 Volvo Paver with joint matcher and that the Highway Commissioner shall approve change orders not to exceed ten percent of the bid cost so long as funds are available in the Highway Department Funds.

For Consideration by the Sauk County Board of Supervisors on December 15, 2020.

Respectfully submitted:

SAUK COUNTY HIGHWAY COMMITTEE

BRIAN L. PEPER, CHAIR

TERRY SPENCER

TOMMY LEE BYCHINSKI

KEVIN SCHELL

DON STEVENS

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

RESOLUTION NO. 145 - 2020

APPROVING THE AGREEMENT WITH SAUK COUNTY HISTORICAL SOCIETY FOR THE
MANAGEMENT OF MAN MOUND NATIONAL HISTORIC LANDMARK AND YELLOW
THUNDER MEMORIAL AND AUTHORIZING THE LAND RESOURCES AND
ENVIRONMENT DIRECTOR TO EXECUTE THE AGREEMENT

Background: The Sauk County Historical Society with the assistance of the Sauk County Land Resources and Environment Department has created the 2020-2040 Man Mound National Historic Landmark Master Property Plan and the 2020-2040 Yellow Thunder Memorial Master Property Plan for the future management, preservation, enhancement, and expansion of services available at these historically and culturally significant properties. The Historical Society as the owner of these properties, is responsible for preservation of the sites for their significance as historic burial sites, and has authority for their use, maintenance, and enhancement. Sauk County maintains the properties as part of the County Park System for the enjoyment and edification of local and visiting citizens.

The properties are maintained through an agreement with the Sauk County Historical Society and Sauk County, which stipulates activities and allowed maintenance techniques. Resolution No. 175-04 by the Sauk County Board of Supervisors on December 21, 2004, approved the original maintenance and lease agreements. As a part of the master planning process, these agreements have been updated and combined into a 20-year Agreement (Appendix A).

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

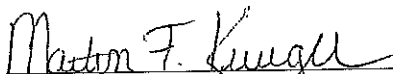
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby authorize the Agreement with Sauk County and Sauk County Historical Society for the Management of Man Mound National Historic Landmark and Yellow Thunder Memorial; and,

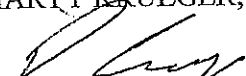
BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors that the Land Resources and Environment Director is hereby authorized to sign the Agreement.

For consideration by the Sauk County Board of Supervisors on December 15, 2020.


Respectfully submitted,

LAND RESOURCES AND ENVIRONMENT COMMITTEE


MARTY KRUEGER, Chair


ROSS CURRY, Secretary


PETER KINSMAN, Vice Chair


BRANDON LOHR


ROBERT NELSON


DENNIS POLIVKA


VALERIE MCAULIFFE


RANDALL PUTTKAMER

Fiscal Note: The 2021 Budget contains \$7,000 of Ho-Chunk Funding that will be carried forward to 2021 to assist with the development and implementation of Master Plans for Man Mound National Historic Landmark and the Yellow Thunder Memorial. In addition, the LRE Budget does account for staff time associated with maintenance of these properties as well as park maintenance materials. Additional improvements and/or acquisition of land would be addressed in future budget cycles, in accordance with the Agreement with the Sauk County Historical Society and Sauk County.

MIS Note: No Impact

**AGREEMENT BETWEEN SAUK COUNTY AND SAUK COUNTY HISTORICAL SOCIETY
FOR THE MANAGEMENT OF MAN MOUND NATIONAL HISTORIC LANDMARK AND
YELLOW THUNDER MEMORIAL**

THIS AGREEMENT is made by and between Sauk County, a political subdivision of the State of Wisconsin ("County"), and the Sauk County Historical Society ("SCHS").

RECITALS:

WHEREAS, the County and SCHS wish to enter into an agreement to manage and maintain the Man Mound National Historic Landmark and Yellow Thunder Memorial properties as part of the Sauk County Park System; and,

WHEREAS, both Properties are catalogued burial sites and furthermore, Man Mound is on the National Register of Historic Places and listed as a National Historic Landmark; and,

WHEREAS, the County is willing to undertake this venture to maintain and enhance these Properties as detailed in their Property Master Plans with the cooperation and assistance of SCHS; and,

WHEREAS, the County is willing to manage and maintain the Properties cooperatively with SCHS to preserve and promote the historical and cultural significance of the Properties; and,

WHEREAS, in order to carry out these responsibilities and facilitate intergovernmental cooperation, the County and SCHS hereby agree to this management agreement ("Agreement") to carry out the responsibilities necessary to implement the Man Mound National Historic Landmark and Yellow Thunder Memorial Property Master Plans.

NOW, THEREFORE, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

Section I. Authority. This Agreement is authorized pursuant to the authority contained in Wis. Stat. ch. 23, Wis. Stat. §§ 66.0301, 59.03, and 59.56 and other applicable legal authorities. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein.

Section II. Parties to this Agreement. The parties to this Agreement are the County and SCHS, working in conjunction to maintain and improve the Man Mound National Historic Landmark and Yellow Thunder Memorial properties in accordance with the Property Master Plans.

Section III. General Purposes. The County and SCHS desire to implement the Man Mound National Historic Landmark and Yellow Thunder Memorial Property Master Plans as part of the Sauk County Parks System and as historical, cataloged burial sites. The County and SCHS have entered into this Agreement to create a framework whereby they shall work cooperatively and in good faith to implement the Property Master Plans with fiscal and operational responsibilities shared in the manner outlined within this Agreement between the County and SCHS.

Section IV. Definitions.

1. "County" means Sauk County
2. "SCHS" means Sauk County Historical Society
3. "Parties" mean the County and Sauk County Historical Society
4. "Plans" means the Man Mound National Historic Landmark Property Master Plan and the Yellow Thunder Property Master Plan.
5. "Properties" mean Man Mound National Historic Landmark and Yellow Thunder Memorial.

Section V. Obligations of the County.

The County shall do all of the following:

1. The Sauk County Parks and Recreation Manager, or their designated County staff, shall maintain the Properties in conformance with this agreement and the Plans.
2. The County shall work with SCHS to implement the management strategies identified in sections VIII and IX of this agreement.
3. The County shall work cooperatively and in good faith with SCHS regarding work to be performed to maintain and facilitate project implementation as indicated in the Plans. All work contracted and performed by the County shall be approved in advance by the SCHS, be consistent with the Plans, and meet or exceed all Wisconsin Burial Site standards in Wis. Stats. Ch. 157.70.
4. The County shall maintain benches, fencing and County park signage as originally placed by the County for public use, and the clearing or maintaining of vegetation on the Properties as noted in sections VII and VIII of this agreement.
5. The County shall repair the Properties if they are damaged as a result of the County's negligence or willful misconduct. Upon expiration or termination of this Agreement, the County shall restore the Properties to substantially the condition in which they existed upon start of this Agreement.

Section VI. Obligations of Historical Society.

The SCHS shall do all of the following:

1. SCHS Executive Director or board designee shall serve as a liaison between SCHS and the County as well as with members of the public regarding the implementation of the Plans.
2. SCHS board of directors and staff shall work cooperatively and in good faith with the County regarding work to be performed to maintain and facilitate project implementation as indicated in the Plans. All work contracted and performed by the County shall be approved in advance by SCHS, be consistent with the Plans and meet or exceed all Wisconsin Burial Sites legislation, Wis. Stats. Ch. 157.70.

3. SCHS shall work cooperatively and in good faith with the County in developing an annual budget amount to finance the maintenance of the Properties and the implementation of the Plans.
4. SCHS shall place and maintain all interpretive signage placed on the Properties.
5. SCHS shall keep the Properties open to the public as part of the County Park System. The Properties shall be subject to County park regulations.

Section VII. Maintenance of Man Mound National Historic Landmark by Sauk County.

1. The County shall not perform any ground disturbing activity.
2. Vegetation maintenance shall include mowing, seeding, and tree removal. Stumps will not be removed below the existing grade.
3. The County's removal of trees shall abide by the following:
 - a. The County shall maintain trees with the primary objective of preserving the effigy mound by reducing destruction from falling trees, and damage caused by root growth, while increasing sun exposure for homogeneous vegetative cover. Trees located within Zone TI as designated in Exhibit A may be removed for mound preservation purposes by the County, however, the County may only remove trees under frozen ground conditions and after receiving permission from SCHS and Wisconsin Historical Society Division of Historic Preservation, and pursuant to Wis. Stats. s. 157.70. The removal of identified trees within Zone T1 may be subject to time and budget priorities and weather conditions.
 - b. Trees located outside of Zone TI as designated in Exhibit A may be removed by the County, with notification to SCHS and the Wisconsin Historical Society Division of Historic Preservation, when deemed a hazard tree by the Sauk County Parks and Recreation Manager, a certified arborist, or a Wisconsin Department of Natural Resources Forest Ecologist. The County may also remove a tree with permission from SCHS and the Wisconsin Historical Society if the tree's height is equal to or greater than the distance from the base of the tree to the mound. Additionally, trees with less than a two inch (2") diameter at breast height (4.5') may be removed by the Sauk County Parks and Recreation Manager or their designee with notification to SCHS.
 - c. If it is necessary to remove trees, then trees shall be removed by the County under frozen ground conditions, and after providing notification to SCHS and the Wisconsin Historical Society Division of Historic Preservation, and pursuant to Wis. Stats. s. 157.70.
4. A no-mow fescue turf blend will be implemented by the County for the mound and surrounding buffer area as designated in Exhibit A. Seeding will take place any time there is soil exposure from natural ground disturbance or vegetation die off.
5. The mound and surrounding buffer area will be mowed two-four (2-4) times per year by the County for weed and woody vegetation suppression, or as needed for pest management. A

mowing height of four-five inches (4-5") shall be performed with a sting-line trimmer, tractor/zero turn riding mower, or push mower.

6. Vegetative litter, including leaves and large sticks, shall be removed from the mound by the County on an as needed basis to reduce accumulation and avoid smothering.
7. The restored natural grass area as designated in Exhibit A shall be seeded by the County with a native plant mix and mowed as needed for weed suppression.
8. The remaining turf area not designated for special maintenance shall be mowed by the County as needed. The County shall not be responsible for maintenance of areas located within the Town of Greenfield's right-of-way for Man Mound Road.
9. The use of herbicides, pesticides and other chemical treatment is not allowed for any vegetative treatment or pest control.

Section VIII. Maintenance of Yellow Thunder Memorial by Sauk County

1. The County shall not perform ground disturbing activity, within ten feet (10') surrounding the monument.
2. Vegetation maintenance shall include mowing, seeding, or planting.
3. The restored prairie area as designated in Exhibit B shall be established by a professional restoration company. The County will maintain the area with a native prairie mix and burn, or mow each year as needed for weed and pest control.
4. A mowed buffer area shall be maintained as needed around the perimeter of the property to restrict vegetative interference between adjoining agricultural fields.
5. A circular turf path as designated in Exhibit A shall be mowed and seeded as needed by the County.
6. Trees shall be maintained by the County with the primary objective of preserving the monument while providing shade for visitors. Trees may be pruned, removed, or replaced when deemed necessary or hazardous by the Sauk County Parks and Recreation Manager, a certified arborist, or a Wisconsin Department of Natural Resources Forest Ecologist. If a tree is deemed to be hazardous, the County may remove the tree without prior approval from SCHS.

Section IX. Fiscal Responsibilities

1. The County shall be responsible for all costs associated with maintenance related activities as listed in sections VII and VIII including: mowing, re-seeding activities, tree removal, tree planting, regrading of gravel in the parking area, installation of County Park signs, fences, benches, and staff time.
2. SCHS shall be financially responsible for additions, replacement, maintenance, or repair of equipment and fixtures on the Properties, including but not limited to signage, interpretive panels,

and benches. If the County incurs any costs or expenses relating to equipment or fixtures on the properties, SCHS shall reimburse the County for all costs and expenses.

3. SCHS shall be financially responsible for necessary land acquisition and obtaining necessary easements.
4. The County may, in its sole discretion, lend and/or provide funds to SCHS, assist SCHS in land acquisition or obtaining easements, provide staff time or expertise, or provide any other services or equipment.

Section X. Amendments

1. Amendments to this Agreement shall be in writing and with approval by the Sauk County Board of Supervisors and SCHS Board.
2. The Parties shall negotiate in good faith to amend this Agreement if either of the Properties are expanded through easement or land acquisition.

Section XI. Duration of Agreement and Withdrawal.

1. The duration of this Agreement shall be for a term of twenty (20) years unless otherwise withdrawn from as provided herein. Upon expiration, this agreement may be renewed for an additional ten (10) years with resolution from both parties' governing boards.
2. This Agreement may be terminated on thirty (30) days prior written notice as follows: by either party upon a default of any covenant or term of this Agreement by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default with such sixty (60) day period and diligently pursues the cure to completion. All written notice for termination shall be acted on by resolution of the aggrieved party's governing body.
3. Neither the County, nor SCHS, shall be obligated to reimburse any party for disbursement of property, chattel, cash, or financial instruments upon withdrawal of either party from this Agreement.
4. Either party may withdraw from this Agreement by providing the other party written notice of the intent to withdraw one year prior to the withdrawal date.

Section XII. Administration.

1. Each party shall be responsible for the actions of its own employees or officers while such employees or officers are engaged in work associated with the Properties.
2. Both parties represent and warrant that their use of the Properties and their personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

3. It is intended that the preservation, operations, repair, and maintenance of the Properties shall be financed through a combination of grants, County funding, and SCHS as provided for herein.

IN WITNESS WHEREOF, the County and SCHS have caused this Agreement to be executed by their respective names and duly authorized representatives as authorized by a resolution duly passed by the governing body of the party.

FOR SAUK COUNTY

FOR SAUK COUNTY HISTORICAL SOCIETY

Chairperson, County Board

President, SCHS Board of Directors

Date: _____

Date: _____

RESOLUTION NO. 146 - 2020

**ADOPTING THE 2020-2040 MAN MOUND NATIONAL HISTORIC LANDMARK
MASTER PROPERTY PLAN AND THE 2020-2040 YELLOW THUNDER MEMORIAL
MASTER PROPERTY PLAN AS APPENDICES TO THE 2020-2024 SAUK COUNTY
OUTDOOR RECREATION PLAN**

Background: The Sauk County Historical Society with the assistance of the Sauk County Land Resources and Environment Department has created the 2020-2040 Man Mound National Historic Landmark Master Property Plan (Appendix A) and the 2020-2040 Yellow Thunder Memorial Master Property Plan (Appendix B) for the future management, preservation, enhancement, and expansion of services available at these historically and culturally significant properties. The Historical Society as the owner of these properties, is responsible for preservation of the sites for their significance as historic burial sites, and has authority for their use, maintenance, and enhancement. Sauk County maintains the properties as part of the County Park System for the enjoyment and education of local and visiting citizens.

The properties are maintained through an agreement with the Sauk County Historical Society and Sauk County, which stipulates activities and allowed maintenance techniques. Resolution No. 175-04 by the Sauk County Board of Supervisors on December 21, 2004, approved the original maintenance and lease agreements. As a part of the master planning process, these agreements were updated and combined into a 20-year Agreement.

Resolution No. 150-2019 adopting the 2020-2024 Sauk County Outdoor Recreation Plan was approved by the Sauk County Board of Supervisors on January 21, 2020. A priority of that plan is to build partnerships with businesses, non-profits, and other units of government to improve outdoor recreation in Sauk County. The master property plans for the Man Mound National Historic Landmark and Yellow Thunder Memorial properties are specifically listed as an objective in order to meet that partnership priority. These property master plans intersect with the following additional priorities and objectives of the Sauk County Outdoor Recreation Plan; priority: resource management and stewardship, objective: community education; priority: partnerships, objectives: expand County planning services, intersect with other units of government and non-government organizations (NGOs); priority: further development of the County Park System, objectives: develop master plans for Sauk County properties.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby adopt the 2020-2040 Man Mound National Historic Landmark Master Property Plan attached hereto as Appendix A as an appendix to the 2020-2024 Sauk County Outdoor Recreation Plan.

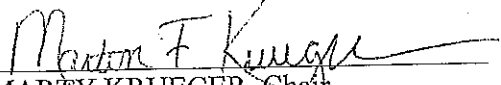
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby adopt the 2020-2040 Yellow Thunder Memorial Master Property Plan attached hereto as Appendix B as an appendix to the 2020-2024 Sauk County Outdoor Recreation Plan.

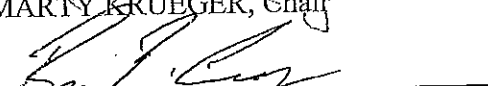
For consideration by the Sauk County Board of Supervisors on December 15, 2020.

Respectfully submitted,

Resolution 146-2020


LAND RESOURCES AND ENVIRONMENT COMMITTEE

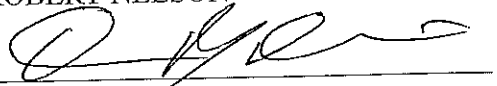

MARTY KRUEGER, Chair



ROSS CURRY, Secretary


PETER KINSMAN, Vice Chair


BRANDON LOHR


ROBERT NELSON


DENNIS POLIVKA


VALERIE MCAULIFFE


RANDALL PUTTKAMER

Fiscal Note: The 2020 Budget contains \$7,000 of Ho-Chunk Funding that will be carried forward to 2021 to assist with the development and implementation of Master Plans for Man Mound National Historic Landmark and the Yellow Thunder Memorial. In addition, the LRE Budget does account for staff time associated with maintenance of these properties as well as park maintenance materials. Additional improvements and/or acquisition of land would be reviewed in future budget cycles, in accordance with the Agreement with the Sauk County Historical Society and Sauk County.

MIS Note: No Impact

VRB

RESOLUTION NO. 141 - 2020

APPROVING A WATER QUALITY BROKERING AGREEMENT WITH THE VILLAGE OF
LOGANVILLE AND AUTHORIZING THE LAND RESOURCES AND ENVIRONMENT
DIRECTOR TO EXECUTE THE AGREEMENT

Background: In Wisconsin, municipal and industrial wastewater dischargers hold Wisconsin Pollutant Discharge Elimination System permits that are issued through the Wisconsin Department of Natural Resources (DNR). Permit holders must demonstrate compliance with water quality-based effluent limitations (WQBELs) by making upgrades to their facilities or participating in adaptive management or water quality trading. Water Quality Trading (WQT) provides permit holders with the flexibility to acquire pollutant reductions from other sources in the watershed to offset their discharge load so that they will comply with their own permit requirements. The village of Loganville has requested assistance from the Sauk County Land Resources and Environment Department to act as a broker and credit generator and assist with the development of a water quality trading plan. A Water Quality Brokering Agreement is attached and outlines the responsibilities of the county and the village.

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

WHEREAS, the Water Quality Brokering Agreement must be developed in order for Sauk County to be compensated for assistance provided to the Village of Loganville to establish conservation practices that address requirements of the Village of Loganville's WPDES Permit; and,

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, approves the Water Quality Brokering Agreement (Exhibit A); and,

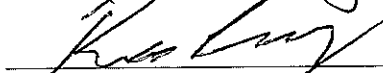
BE IT FURTHER RESOLVED, by the Sauk County Board of Supervisors that the Land Resources and Environment Director is hereby authorized to sign the Water Quality Brokering Agreement with the Village of Loganville.

For consideration by the Sauk County Board of Supervisors on December 15, 2020.

Respectfully submitted,


SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE,

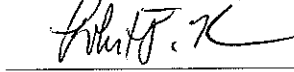

MARTY KRUEGER, CHAIR


ROSS CURRY


BRANDON LOHR


RANDY PUTTKAMER


PETER KINSMAN, VICE CHAIR


ROB NELSON


DENNIS POLIVKA


VALERIE MCAULIFFE

Fiscal Note: The proposed 2021 budget will show \$7,500 collected from the Village of Loganville to compensate for 40% of the cost of LRE staff time utilized. Staff is conducting work for this project that it would normally be part of the department's responsibility. However, given that this work is attributed to WPDES Permit, the County is able to enter into an agreement to recoup some County costs.

MIS Note: No new MIS impact.

KPB

Exhibit A

COUNTY OF SAUK

WATER QUALITY BROKERING AGREEMENT

This Water Quality Brokering Agreement ("Agreement") is entered into between the County of Sauk, Wisconsin, a Wisconsin quasi-municipal corporation ("County") and Village of Loganville, a Wisconsin municipal corporation ("Loganville").

WHEREAS, County and Loganville (collectively "Parties") wish to collaborate in the development and implementation of a Water Quality Trading Plan.

WHEREAS, Loganville is seeking authorization as part of its Wisconsin Pollution Discharge Elimination System ("WPDES") permit to discharge total phosphorus and above levels otherwise authorized in their permit by entering into this Agreement with County as authorized by Wis. Stat. § 283.84(1)(c).

WHEREAS, County is willing to serve as a broker and credit generator, and will have in place conservation practices that reduce total phosphorus pollution in the Watershed HUC 12 # 070700040302.

NOW THEREFORE, for the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. TERM. The term of this Agreement shall commence as of the date by which all Parties hereto have executed this Agreement and shall have no fixed expiration date. Either party may terminate this Agreement without cause on 90 days' advance written notice, provided that the requirements of this paragraph do not apply to a termination under paragraph 8.

2. RESPONSIBILITIES OF COUNTY. The County shall:

- a. Provide Water Quality Trading Plan Assistance.
 - i. Provide conservation practice and credit generator related information to Loganville for completion and approval of Loganville's Wisconsin Department of Natural Resources ("WDNR") WPDES required Water Quality Trading Plan.
- b. Provide Conservation Practice Planning Services.
 - i. Assist Loganville with finding landowners and potential projects that reduce nutrient and sediment runoff.
 - ii. Work with landowners to establish and implement objectives that reduce phosphorus discharges.
 - iii. Identify and evaluate alternative conservation practices and/or engineered solutions that could result in total phosphorus and total suspended solids reductions as determined through one-on-one conversations and farm walk-overs with landowners, producers, renters, or consultants.
 - iv. Analyze available information to establish current baseline conditions including estimated total phosphorus and total suspended solid losses.
 - v. Formulate options for installing conservation practices and/or structural practices to address total phosphorus and total suspended solids discharged and evaluate the effectiveness of these options with landowners.
 - vi. Consult with landowners to make conservation practice implementation plans that may reduce total phosphorus and total suspended solids and address other resource concerns as appropriate.
 - vii. Assist landowners with developing timelines to implement conservation practices.
 - viii. Assist Loganville and landowners to develop a WQT Agreement.

- ix. Develop cost estimates for planned and designed practices where the County is providing the technical services.

c. Technical Services

- i. Conduct survey and design work for conservation practices.
- ii. Review third party construction plans when the County is not the primary technical service provider.
- iii. Bid the construction work and report the reports to Loganville for approval.
- iv. Conduct construction oversight of conservation practice installation.
- v. Verify and document that conservation practices are installed in accordance with the design and applicable technical standards.
- vi. Calculate and quantify nutrient and or sediment reductions.

- d. An annual report submitted by February 1st containing inspection and certification information.

3. PAYMENT FOR SERVICES AND PROJECT COSTS. Loganville shall be responsible for all construction costs associated with implementing conservation practices under this Agreement. County shall monitor construction projects and review the contractor's pay applications. Loganville shall make payments directly to the construction contractor within 30 days of receiving contractor's pay application.

Loganville shall reimburse County for County's labor costs under this Agreement, including planning, review, travel time, and any other labor costs incurred by the County, at rates referenced below.

- a. \$37.24 per hour, pro-rated for fractions of an hour to the nearest 1/10th hour for fiscal years 2020 and 2021.
- b. For future years, said hourly rate will increase to accommodate annual salary and benefit costs to the County.
- c. Loganville's obligation for payment shall not exceed \$7,500.00 without amendment to this Agreement.

County shall invoice Loganville monthly by the 15th day of the month. Billable hours will be documented with time, date, and service provided. Invoices shall be due and payable by Loganville to County within 60 days of Loganville's receipt of the invoice. Unpaid balances which remain outstanding after the due date shall be assessed a penalty at the rate of one percent (1%) per month on the outstanding balance as of the last day of the month. All payments shall be made payable to Sauk County Treasurer. Payments shall be mailed to Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, WI 53913.

4. COUNTY REPORTING OF WATER POLLUTION CREDITS. County shall provide Loganville with the following:

- a. Written notice of any potential conservation practices resulting from services provided under this Agreement. Written notice shall include:
 - i. Location and name of potential conservation practice(s) to be implemented;
 - ii. Name of landowner and/or operator implementing the conservation practice(s);
 - iii. Estimated phosphorus reductions by practice;
 - iv. Estimated costs for conservation practice(s) implementation; and
 - v. Estimated staff time and costs.
- b. Written Notice of Credit Generation to Loganville as to the total phosphorus credits that can be used by Loganville as a result of conservation practice implementation. Written notice shall include:
 - i. Pounds of total phosphorus credits available;
 - ii. Conservation practices implemented that are generating credits;
 - iii. Data of credit generation;

- iv. Models used to calculate credits; and
 - v. Trade ratios applied to credit calculations provided to Sauk County by Loganville.
- c. Annual inspections and certifications that installed practices are functioning and generating reported total phosphorus and total suspended solids credits. Certification shall include:
- i. Date of Credit Generation/Inspection;
 - ii. Statement of finding indicating that the practices are functioning and being maintained according to the operation and maintenance plan;
 - iii. Any deficient items identified in the operation and maintenance plan if applicable;
 - iv. Remedies as to how, who, and in what timeframe corrections will be made for identified deficient items;
 - v. Amount of total phosphorus and total suspended solids credits available to Loganville; and
 - vi. Duration of the availability of the total phosphorus and total suspended solids credits based on the design life expectancy and maintenance of the practices implemented.
- d. An annual report submitted by February 1st containing inspection and certification information.

5. RESPONSIBILITIES OF LOGANVILLE. Loganville or its designee shall:

- a. Meet with the County a minimum of twice per year to discuss conservation project progress and conditions set forth in this Agreement.
- b. Assist County in identifying willing conservation project participants and work with the County on identifying viable phosphorus reducing conservation projects.
- c. Make landowner conservation practice funding decisions after receiving a funding request from a landowner for the implementation of conservation practices that reduce phosphorus. Loganville shall make funding decisions within (60) days of being notified of the funding request.

6. LOGANVILLE DESIGNATION. Loganville shall designate an employee or official to serve as its authorized agent for purposes of implementing this Agreement. Loganville shall notify County of any change in its authorized agent.

7. TERMINATION WITH CAUSE. If a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the defaulting or breaching party of such termination and specifying the effective date thereof. Except for the procedures specified in Section 1, this Agreement may only be terminated for cause.

- a. In the event a party exercises its right to terminate this Agreement under this Section, the defaulting or breaching party shall not be relieved of liability to the terminating party for damages sustained by the terminating party by virtue of any default or breach.
- b. If during the term of this Agreement, the Sauk County Board of Supervisors or the State or Federal Governments fails to appropriate sufficient funds to carry out County's obligations hereunder, that shall result in automatic termination of this Agreement as of the date funds are no longer available, provided, however that County has given Loganville not less than sixty (60) days' notice prior to the effective date of any termination under this paragraph.

8. LIABILITY. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any loss, claims, and liabilities which are attributed to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be

responsible for the consequences of its own acts, errors and omissions and those of its employees, agents, boards, commissions, agencies, offers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

9. MISCELLANEOUS

- a. Loganville Personnel. Loganville agrees to secure, at Loganville' own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of County nor shall they or any of them have or be deemed to have any direct contractual relationship with County.
- b. Controlling Law and Venue. It is expressly understood and agreed to by the Parties hereto that in the event of any disagreement or controversy between the Parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Sauk County Circuit Court.
- c. Assignment. Except as permitted or provided for herein, neither Party shall assign or transfer interests in this Agreement without prior written consent of the other Party hereto.
- d. Limitation of Agreement. This Agreement is solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- e. Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. This Agreement shall not be amended in any fashion except in writing, executed by both Parties.
- f. Counterparts. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have executed this Water Quality Brokering Agreement.

VILLAGE OF LOGANVILLE

– Director of Public Works

Date: _____

SAUK COUNTY

Rebecca Evert, County Clerk

Date: _____

Tim McCumber, Sauk County Board Chair

Date: _____

RESOLUTION NO. 148 - 2020

APPROVING A MEMORANDUM OF UNDERSTANDING WITH JUNEAU COUNTY LAND AND WATER RESOURCES DEPARTMENT AND AUTHORIZING THE LAND RESOURCES AND ENVIRONMENT DIRECTOR TO EXECUTE THE AGREEMENT

Background: Sauk County Land Resources and Environment Department has collaborated with Juneau County Land and Water Resources Department, Lake Redstone Protection District, and the United States Geological Survey (USGS) since 2019 to implement water quality monitoring activities within the Lake Redstone watershed in Sauk and Juneau Counties. Water quality monitoring is utilized to develop watershed plans that identify sources and quantities of water pollution and contamination and propose best management practices to address these resource concerns. Streamgaging infrastructure will be installed at three locations in the Lake Redstone watershed for water quality monitoring in 2021. Juneau County has entered a Joint Funding Agreement with the USGS and Sauk County has committed funding towards this project. A Memorandum of Understanding is attached (Exhibit A), which outlines the responsibilities of Sauk County and Juneau County.

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

WHEREAS, the Memorandum of Understanding must be approved and executed in order for the streamgaging project to be initiated in the Lake Redstone watershed in Sauk and Juneau Counties; and,

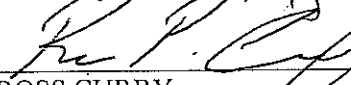
NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors met in regular session, approves the Memorandum of Understanding (Exhibit A) and authorizes the Land Resources and Environment Director to sign the Memorandum of Understanding with Juneau County Land and Water Resources Department; and,

For consideration by the Sauk County Board of Supervisors on December 15, 2020.

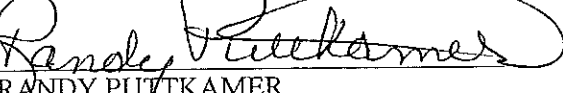
Respectfully submitted,


SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE

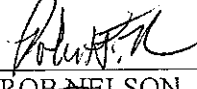

MARTY KRUEGER, CHAIR


ROSS CURRY



BRANDON LOHR


RANDY PUTTKAMER


PETER KINSMAN, VICE CHAIR


ROB NELSON


DENNIS POLIVKA


VALERIE MCAULIFFE

Fiscal Note: The 2020 budget includes \$29,000 in Lake Management Grant funding that was awarded by the LRE Committee to the Lake Redstone Protection District that will be carried over into 2021. The Lake Redstone Protection District has requested that the funding be directed to Juneau County for this particular project. The 2021 budget includes \$6,000 for water quality monitoring in the Lake Redstone watershed.

MIS Note: No new MIS impact.

KL B

Exhibit A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is voluntarily entered into, with an effective date of October 1, 2020, by and between Juneau County Land and Water Resources Department, by Juneau County Conservationist Dustin Ladd (hereafter "Juneau County") and Sauk County Land Resources & Environment Department, by Director Lisa Wilson (hereafter "Sauk County"), as follows:

WHEREAS, Juneau County has entered into a Joint Funding Agreement for Water Resource Investigations with the U. S. Geological Survey of the United States Department of the Interior (hereafter referred to as "USGS") to cooperatively participate in a program for streamgaging at three locations in the Lake Redstone Watershed (a true copy of which is attached), which is in the best interests of the parties and the Lake Redstone Protection District; and

WHEREAS, the parties to this agreement have come to an understanding that Sauk County will reimburse Juneau County \$35,000.00 under the Joint Funding Agreement for the period from October 1, 2020 to September 30, 2021;

Therefore, in consideration of the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Sauk County and Juneau County agree as follows:

1. Juneau County shall pay USGS \$41,000.00, as called for in the Joint Funding Agreement, during the period between October 1, 2020 and September 30, 2021.
2. Sauk County shall pay Juneau County \$35,000.00 on or before September 30, 2021.
3. Juneau County shall perform all services and comply with all requirements in the Joint Funding Agreement.

IN WITNESS THEREOF and intending to be legally bound, the Parties have caused this MOU to be executed by signature of their duly authorized respective representatives as of the above-written effective date.

JUNEAU COUNTY, WISCONSIN

By: _____
Dustin Ladd,
Juneau County Conservationist

SAUK COUNTY

BY: _____
Lisa Wilson,
Director of Land Resources & Environment Department

RESOLUTION NO. 149 - 2020

AUTHORIZING THE DIRECTOR OF LAND RESOURCES AND ENVIRONMENT TO SUBMIT MULTI-DISCHARGE VARIANCE APPLICATION TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

The multi-discharge variance (MDV) for phosphorus extends the timeline for Wisconsin Pollutant Discharge Elimination System (WPDES) permitted facilities complying with low-level phosphorus limits. In exchange, facilities commit to step reductions of phosphorus within their effluent and provide funding to address nonpoint sources of phosphorus from farm fields or other natural areas through the implementation of projects designed to improve water quality. Sauk County Land Resources and Environment Department and various WPDES permit holders are pursuing an approach to address reductions of phosphorus in the Baraboo River Watershed through MDV watershed projects. Sauk County is able to provide assistance in the implementation of such projects. There is potential for other communities to become part of the MDV program, which may result in additional funding and partnerships for and within Sauk County. Actual funding amounts are not made available until January 1 of any given year.

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

WHEREAS, Pursuant to s. 283.16, Wis. Stats, the MDV application must be submitted by Sauk County annually to determine eligibility to receive multi-discharge variance (MDV) funds; and

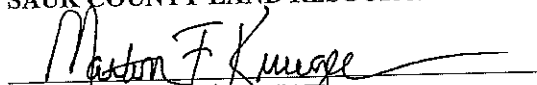
NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that Sauk County continues to support the installation of conservation practices that prevent phosphorus pollution caused by soil erosion and agricultural runoff in order to protect groundwater surface water resources; and,

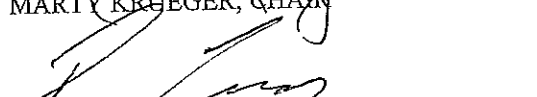
BE IT FURTHER RESOLVED, that the Director of Land Resources and Environment is hereby authorized to submit the MDV application and any amendment thereafter.

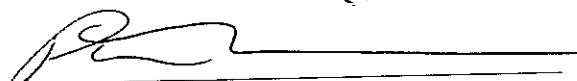
For consideration by the Sauk County Board of Supervisors on December 15, 2020.

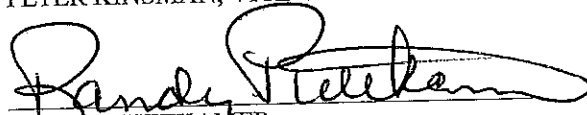
Respectfully submitted,


SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE



MARTY KRUEGER, CHAIR

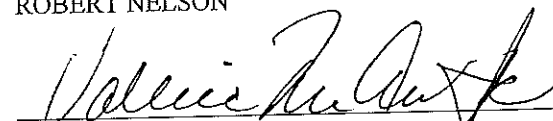

ROSS CURRY, SECRETARY

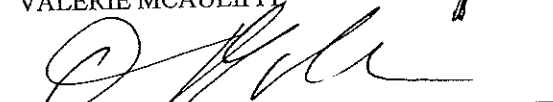

PETER KINSMAN, VICE CHAIR


RANDY PUTTKAMER


BRANDON LOHR


ROBERT NELSON


VALERIE MCAULIFFE


DENNIS POLIVKA

Fiscal Note: The 2021 Land Resources and Environment Department budget shows potential grant amounts of \$20,881. Final funding amounts depend upon participation of other Counties in the watershed and will not be available until after January 1, 2021.

MIS Note: No impact.

ORDINANCE NO. 12 - 2020

AN ORDINANCE APPROVING A MAP AMENDMENT (REZONING) OF LANDS IN
THE TOWN OF IRONTON FROM AN EXCLUSIVE AGRICULTURE TO AN
AGRICULTURE DISTRICT UPON THE PETITION OF LUCAS WINCHEL,
GREEN TECH ENTERPRISES LLC, AGENT

Background: Jerome and Sharyl Woetzel own property in the NW ¼, NW ¼, Section 35, T12N, R3E Town of Ironton. Lucas Winchel, agent of Green Tech Enterprises LLC has requested a map amendment (rezoning) of property legally described in petition 26-2020 from Exclusive Agriculture to Agriculture zoning. The intent of the map amendment (rezoning) being to allow for the operation of a nonmetallic mine. This use would require subsequent approval of a special exception permit and reclamation permit.

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on November 24, 2020; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the map amendment (rezoning).

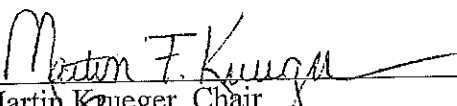
Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

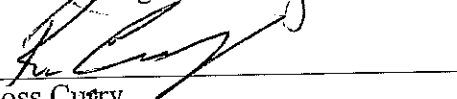
NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the map amendment (rezoning) of the aforementioned lands, more specifically described in petition 26-2020, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be approved and the zoning designation be changed from Exclusive Agriculture to Agriculture.

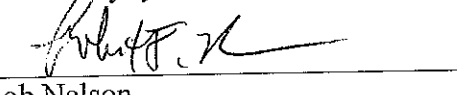
For consideration by the Sauk County Board of Supervisors on December 15, 2020.

Respectfully submitted,

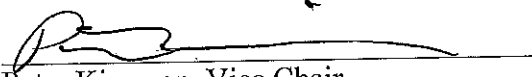
LAND RESOURCES AND ENVIRONMENT COMMITTEE

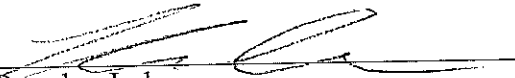

Martin Krueger, Chair

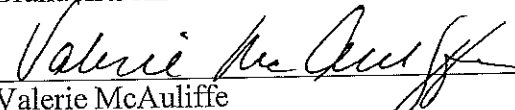

Ross Curry


Rob Nelson


Dennis Polivka


Peter Kinsman, Vice Chair


Brandon Lohr


Valerie McAuliffe

ORDINANCE NO. 13 - 2020

AN ORDINANCE APPROVING A MAP AMENDMENT (REZONING) OF LANDS IN
THE TOWN OF WINFIELD FROM A COMMERCIAL TO A SINGLE FAMILY
RESIDENTIAL DISTRICT UPON THE PETITION OF SARAH CELESTE

Background: Sarah Celeste owns property in the NW ¼, NW ¼, Section 7, T13N, R4E Town of Winfield, and has requested a map amendment (rezoning) of property legally described in petition 28-2020 from Commercial to Single Family Residential zoning. The intent of the map amendment (rezoning) being to allow for a lodging house. This use would require subsequent approval of a special exception permit and land use permit.

Pursuant to Wis. Stat. §59.69(5) Sauk County has the authority to develop, adopt, and amend a zoning ordinance. At a public hearing held by the Land Resources and Environment (LRE) Committee on November 24, 2020; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §7.150(9) and recommended approval of the map amendment (rezoning).

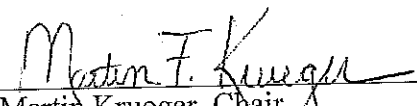
Fiscal Impact: ☒ None ☐ Budgeted Expenditure ☐ Not Budgeted

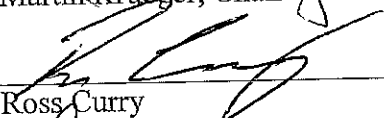
NOW, THEREFORE, BE IT ORDAINED, by the Sauk County Board of Supervisors met in regular session, that the map amendment (rezoning) of the aforementioned lands, more specifically described in petition 28-2020, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 7 SCCO, be approved and the zoning designation be changed from Commercial to Single Family Residential.

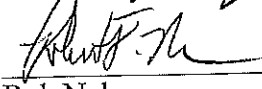
For consideration by the Sauk County Board of Supervisors on December 15, 2020.

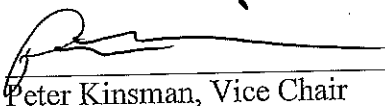
Respectfully submitted,

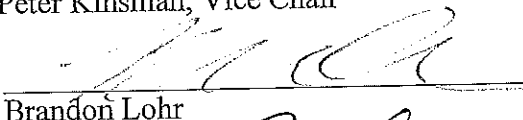
LAND RESOURCES AND ENVIRONMENT COMMITTEE


Martin Krueger, Chair


Ross Curry


Rob Nelson


Peter Kinsman, Vice Chair


Brandon Lohr


Valerie McAuliffe

Dennis Polivka

Fiscal Note: No Impact
MIS Note: No Impact

KPB

RESOLUTION IN SUPPORT OF INCREASED COUNTY CHILD SUPPORT FUNDING

Background: Sauk County administers the Child Support Enforcement Program on behalf of the state, providing services to Sauk County residents including paternity establishment, obtaining child support and health insurance orders for children, and enforcing and modifying those orders. It is understood that parents who provide financial and emotional support to their children enhance their children's well-being, economic security, and success. Sauk County's Child Support Agency ensures that parents take responsibility for the care and well-being of their children, supports the involvement of parents in their children's lives, and provides services to both custodial and noncustodial parents. Wisconsin's Child Support Program is incredibly cost-effective, collecting an average of \$6.20 in support for every dollar invested in the program and during 2019, county child support agencies in Wisconsin collected \$935 million in child support and established 98,405 health insurance orders for Wisconsin children. However, an abrupt federal interpretation change in June 2019 eliminated \$4.2 million in federal birth cost recovery matching funds for Wisconsin. In addition, state funding for county child support services has failed to keep up with county agency costs, which have steadily increased due to growing caseloads, inflation and new federal regulation. As a result, Wisconsin's Child Support Program has fallen from second in the nation for collecting current support to fifth in the nation and Wisconsin's decreased performance has led to the state losing out on an estimated \$70,000 in potential federal incentive payments between Calendar Year 2019 and 2020. Wisconsin's strong performance in child support is at risk without additional state funding. A diminished performance by county child support agencies would result in reduced federal funding to Wisconsin and decreased federal funding would lead to less funding for Sauk County's child support agency. This could lead to reductions in child support staff, child support services, and reduced child support collections. The economic security and social service programs provided by Sauk County Child Support Agency are needed by Wisconsin children and families now more than ever due to the economic downturn caused by COVID-19. Any new state investments in child support are amplified by a generous federal match, as every \$1 of state General Purpose Revenue invested in the Child Support Program generates roughly \$2 in federal matching funds.

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


NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, hereby respectfully requests that state funding for county child support agencies be increased by \$4 million GPR in each fiscal year of the 2021-23 Wisconsin state budget, which will generate approximately \$7.7 million in additional federal funding each year. This investment will ensure that counties can continue to effectively provide economic support to our children; and,


BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded by the County Clerk to the Governor of the State of Wisconsin, State Senators and State Representatives representing Sauk County, the Secretary of the Wisconsin Department of Administration, and the Wisconsin Counties Association for consideration.

For consideration by the Sauk County Board of Supervisors on December 15, 2020.

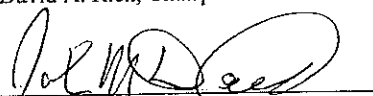
Respectfully submitted:

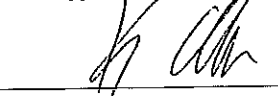
LAW ENFORCEMENT & JUDICIARY COMMITTEE


 David A. Riek, Chairperson


 Tim Reppen

Thomas Dorner


 John M. Deitrich


 Kevin Scheff

Fiscal Note: No impact. *KPB*

MIS Note: No information systems impact.

RESOLUTION 161 -20

APPROVING LIABILITY, PROPERTY, AND WORKERS COMPENSATION COVERAGE, INSURANCE, CARRIER, AND PREMIUMS FOR SAUK COUNTY

*Background: The Personnel and Insurance Committee determined Wisconsin County Mutual Insurance Company (WCMIC) provides the most complete coverage for all lines of insurance for 2021, including liability, property, and workers compensation. Therefore, the Personnel and Insurance Committee recommends Wisconsin County Mutual Insurance Corporation (WCMIC) as the most cost effective proposal for liability, property, and self-insured workers compensation coverage for 2021 as outlined below. **

WCMIC provides a significant discount of \$,*** for consolidating the liability, property, and workers compensation coverages for 2021.*

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted

WHEREAS, the Personnel and Insurance Committee has reviewed the 2021 premiums for general liability, nursing home liability/professional liability and excess liability (umbrella) coverage for Sauk County from the Wisconsin County Mutual Insurance Corporation (WCMIC) and recommends the following as being in the best interest of Sauk County:

COVERAGE / DEDUCTIBLE / LIMITS	PREMIUM
Public Entity General and Auto Liability	
<u>General and Automobile Liability</u>	\$ XXX,XXX
\$10,000 deductible	
\$75,000 aggregate	
<u>Uninsured Motorists</u>	\$(included)
\$10,000 occurrence	
\$25,000 person	
\$50,000 occurrence	
Cyber Enhancement	\$(included)
Special Exposures (Airport and Nursing Home)	\$(included)
Position Schedule Bond	\$ 2,510
Crime	\$ x xxx
Health Care Center (Nursing Home) Liability Endorsement	
<u>Personal Injury Coverage</u>	
Health Care Center Liability Endorsement	\$ XX,XXX
\$1,000,000/ Occurrence	
Professional Liability	
\$3,000,000/ Aggregate	
TOTAL WCMIC LIABILITY PREMIUM (Subject to Escrow Adjustment)	\$XXX,XXX

WHEREAS, the Personnel and Insurance Committee has reviewed the 2021 premiums for property insurance for Sauk County and recommends the following coverage for Sauk County from Wisconsin County Mutual Insurance Corporation (WCMIC) and recommends the following as being in the best interest of the County:

COVERAGE	DEDUCTIBLE	PREMIUM
Buildings, Contents, Property in Open	\$25,000	\$ xx,xxx
Contractors Equipment	\$5,000	\$ included
Special Use Animal	\$1,000	\$ included
Automobile Physical Damage	43	

Comp/Collision	\$1,000/\$5,000	\$ xx,xxx
<u>TOTAL PREMIUM TO WCMIC FOR (PROPERTY)</u>		<u>\$xxx,xxx</u>

WHEREAS, the Personnel and Insurance Committee has reviewed the renewal for the 2021 premium for Workers Compensation coverage for Sauk County and recommends that the following self insurance proposal by Wisconsin County Mutual Insurance Corporation (WCMIC) as being in the best interest of Sauk County

<u>COVERAGE</u>	<u>LIMITS</u>	<u>PREMIUM</u>
Accident	\$ 100,000	\$ included
Disease Exposure	\$ 100,000	\$ included
Maximum Employer Liability	\$ 600,000	
<u>TOTAL PREMIUM TO WCMIC FOR SELF-INSURANCE</u>		<u>\$140,429</u>

NOW, THEREFORE BE IT RESOLVED, by the Sauk County Board of Supervisors met in regular session, that the above insurance coverage, carrier, and premiums be, and hereby are, adopted for the policy period of January 1, 2021, through December 31, 2021.

For consideration by the Sauk County Board of Supervisors on December 15, 2020.

Respectfully submitted,

Sauk County Personnel and Insurance Committee

Tommy Lee Bychinski, Chair

Shane Gibson

Carl Gruber

Mark "Smooth" Detter

Terry Spencer

Fiscal Note: The above premium costs are included in the 2021 budget. Auto Liability is budgeted as a separate line item in various departments, in accordance with vehicle inventory values. General Liability is charged back to certain departments that can receive additional outside funding with an allocation basis of relative expenditures. Workers Compensation is allocated to departments according to wages budgeted and risk categories. Property and Equipment Insurance is allocated to the departments based on property and equipment assigned to each department. Health Care Center Professional Liability and Personal Injury Extension Endorsement are allocated to the Sauk County Health Care Center.

KPB

Information System Note: No information system impact.

ORDINANCE NO. 45 – 12/20
**CREATING CHAPTER 45 OF THE SAUK COUNTY CODE OF ORDINANCES
RELATING TO FACILITIES & INFRASTRUCTURE**

THE SAUK COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

PART I: That Chapter 45 of the Sauk County Code of Ordinances is hereby created to read as follows:

CHAPTER 45 FACILITIES & INFRASTRUCTURE

45.01 Purpose. The purpose of this chapter is to establish a uniform policy concerning the Facilities and Infrastructure used by Sauk County government in order to:

- (1) Preserve the taxpayers' investment in Facilities and Infrastructure purchased and maintained by the County;
- (2) Ensure the efficient support of County departments and programs;
- (3) Maintain the integrity of County Facilities and Infrastructure;
- (4) Comply with state and federal laws pertaining to the safeguarding of Facilities and Infrastructure.

45.02 Definitions. The following words, terms and phrases, when used in this chapter shall have the meanings ascribed to them as set forth in this section.

Department means the Sauk County Building Services Department.

Director means the Sauk County Building Services Facilities Director.

Facilities and Infrastructure means all facilities, fiber, towers, and building system technology owned or utilized by Sauk County government.

45.03 Director responsibilities. Under the supervision of the County Administrator, and subject to policy direction of the Sauk County Board of Supervisors, the Director is responsible for the acquisition, support and maintenance of all County Facilities and Infrastructure.

45.04 Manner of implementing policy.

(1) The County Administrator, in consultation with the Director, is authorized to promulgate such administrative procedures as may be necessary to carry out the provisions of this Chapter.

(2) Any County department head aggrieved by an interpretation by the Director of the provisions of this Chapter, or administrative procedures promulgated hereunder, may appeal such decision to the County Administrator. The County Administrator shall consult the Property Committee for input in making the interpretation, but the County Administrator's determination shall be within his/her sole discretion.

(3) The procedures authorized in (1) shall comply with all County Ordinances and State and Federal law. At a minimum such administrative procedures will address the following subjects:

(a) Facilities and Infrastructure end user procedures. Such procedures shall be applicable to all authorized Facilities and Infrastructure users and shall include procedures for facility access

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1 authorization, facility access termination and acceptable facility and infrastructure set-up and
2 use. Such procedures shall require acknowledgement by all end users of receipt of and consent
3 to such procedures.

4 (b) Facilities and Infrastructure budgeting and acquisition. The procedures shall direct the
5 acquisition of Facilities and Infrastructure technology components, systems, services, licensing,
6 etc. for use by Sauk County. To ensure compliance with established standards and
7 interoperability, all infrastructure technology products purchased by Sauk County are to be
8 purchased through the Department.

9 (c) Facilities and Infrastructure management and administration. The procedures shall direct
10 the management of the Facilities and Infrastructure by authorized staff. The purpose of these
11 standards is to ensure that such management practices conform to industry best practices and
12 provide for appropriate access, Facilities and Infrastructure management and facility security
13 administration.

14 (d) The security screening of Department staff. The procedures will outline standards for the
15 routine, periodic screening of current and perspective Department employees to ensure
16 compliance with applicable regulations and security standards.

17 **45.06 Maintenance contracts.**

18 The Director is authorized to update and/or renew applicable maintenance agreements, to ensure
19 compliance with such agreements and provide for necessary maintenance and support for all
20 Facilities and Infrastructure systems purchased in accordance with County Ordinances, provided
21 such agreements were included in the original purchase, budgetary dollars are available, or
22 subsequently authorized by the Sauk County Board of Supervisors, unless such authorization
23 specifically limited the agreement to a set number of terms.

24
25 **45.07 Incident Response.**

26 (1) To safeguard Facilities and Infrastructure security and to ensure compliance with applicable
27 laws and regulations it is the responsibility of each employee to report to the Department all
28 incidents that may result in loss or compromise to any Facilities and Infrastructure.

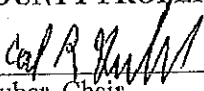
29 (2) The Director shall investigate any reported incident and implement appropriate safeguards or
30 reclamation processes necessary to mitigate any loss of any Facilities and Infrastructure integrity.

31
32 **BE IT FURTHER ORDAINED** by the Sauk County Board of Supervisors that this Ordinance
33 shall become effective upon passage and publication.

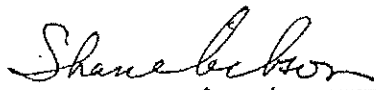
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35 **PASSED and ADOPTED** by the Sauk County Board of Supervisors this 15 day of December,
36 2020.

Ordinance 14-2020

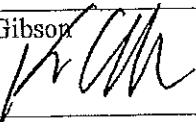
1 SAUK COUNTY PROPERTY COMMITTEE



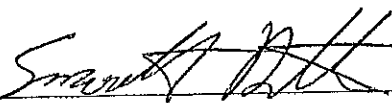
Carl Gruber, Chair



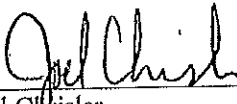
Shane Gibson



Kevin Schell



Smooth Dettner



Joel Chrisler

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RESOLUTION NO. 152 - 2020

**AUTHORIZATION TO PURCHASE ONE 2021 2500 CHEVY SILVERADO CREW CAB
TRUCK FOR THE FACILITIES DIRECTOR**

Background: The Facilities Director along with Building Services staff are responsible for the maintenance and upkeep of the county's Courthouse, Communications Systems, Human Services-Reedsburg, Law Enforcement Center, and West Square Admin facilities. With the equipment and facilities located throughout the county, the Facilities Director is required to respond to building and communication system issue at all times of the day, along with attending meetings, and assisting at other county facilities. The Facilities Director currently drives a 2013 Ford Explorer Police Interceptor that was originally a part of the Sheriff's department fleet. Building Services purchased the Explorer Police Interceptor used from the Sheriff's department in 2017 to assist the Facilities Director with his duties throughout the county. The Explorer currently has approximately 124,000 miles on it. The Explorer has been a dependable vehicle, however with the assigned duties, amount of equipment carried, and other responsibilities, an upgrade to a ¾ ton truck is needed. The upgrade will also build in snow plowing redundancy should one of the departments plow trucks need repair. The Explorer is also starting to require more maintenance and attention due to the number of miles on the vehicle. The Facilities Director originally planned to replace the vehicle in the 2021 Building Services budget. The funds for the vehicle upgrade were removed from the 2021 budget due to the COVID-19 Pandemic. Due to the pandemic, other Building related projects were not able to be completed, making the funds needed for the vehicle upgrade available in the current budget. A discussion between Interim Admin Coordinator Bretl and Finance Director Beghin regarding the replacement of the vehicle took place during the budget process. Both supported replacing the vehicle in 2020 as long as funds were available in the Building Services budget. The Facilities Director obtained state bid pricing for a ¾-ton truck, and the truck that met the needs of the department and Facilities Director is a 2021 Chevy Silverado HD 2500 Crew Cab 4X4 Work Truck from Ewald Automotive Group at a cost of \$33,741.50, and outfit the truck with a Western plow mount, receivers, and wiring harnesses from Madison Truck Equipment at a cost of \$2,866.88. The total cost of the truck and plow frame and wiring is \$36,608.38

Fiscal Impact: ☐ None ☐ 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 2021 Chevy Silverado HD 2500 Crew Cab 4X4 Work Truck from Ewald Automotive Group at a cost of \$33,741.50, and a Western plow mount, receivers, and wiring harnesses from Madison Truck Equipment at a cost of \$2,866.88. The total cost of the truck, plow frame, and wiring is \$36,608.38

For consideration by the Sauk County Board of Supervisors on December 15, 2020.

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RESOLUTION NO. 152 - 2020

AUTHORIZATION TO PURCHASE ONE 2021 2500 CHEVY SILVERADO CREW CAB TRUCK FOR THE FACILITIES DIRECTOR

Respectfully submitted,

SAUK COUNTY PROPERTY COMMITTEE

Carl Gruber, Chair

Smooth Detter

Shane Gibson

Joel Chrisler

Kevin Schell

Fiscal Note: Building Projects planned in the 2020 Building Services budget not completed due to COVID-19 Pandemic has freed up the funds needed for the purchase of a Facilities Director vehicle. KRB

Information System Note: No Information system impact.

Facilities Director Replacement Vehicle Bid Tally

Vendor	Options		Cost
Ewald Automotive Group	2021 Chevy Silverado 2500 Crew Cab 4X4		\$ 31,950.00
	Towing, Snow Plow Prep, Safety Confidence, Tonnneau Cover Packages		\$ 1622.00
From State bid pricing			
Madison Truck Equipment	Plow mount, receivers & wiring harnesses		\$ 2866.88
	Title		\$ 164.50
	Registration		\$ 5.00

Vehicle Total	\$ 36,608.38
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RESOLUTION NO. 153 - 2020

AUTHORIZING A TEN YEAR FIBER LEASE AGREEMENT WITH THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF UW-MADISON DIVISION OF INFORMATION TECHNOLOGY NETWORK SERVICES

Background: Sauk County owns and maintains a fiber optic network throughout the county. The county leases dark fiber on the county-owned network to provide revenue to offset the original build and update to the network costs. The Board of Regents is requesting to lease four (4) fibers on the county network to provide services to the UW Platteville at Baraboo Sauk County campus. The Board of Regents is requesting a pair of fibers (2) from vault #4 near the current Lake Delton Police department and ending at the Baraboo Sauk County campus which is 19.53 miles of fiber. A second pair of fibers will start at the Sauk City tower and end at the Baraboo Sauk County Campus which is 35.54 miles of fiber. A contract has been drafted with input from Sauk County Corporation Counsel's Office, and the Buildings Services Facilities Director. The finalized contract will take effect on January 1st, 2021, so long as both parties agree and will run for a length of ten years for the initial term. After the contract is approval by both parties, Sauk County is expecting a total revenue of approximately \$195,000 over the length of the contract.

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 a fiber lease with the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF UW-MADISON DIVISION OF INFORMATION TECHNOLOGY NETWORK SERVICES signed and dated upon agreement of both parties, until December 31, 2030; and

BE IT FURTHER RESOLVED, that the Sauk County Board Chair is hereby authorized to sign the individual contract agreements with the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF UW-MADISON DIVISION OF INFORMATION TECHNOLOGY NETWORK SERVICES through December 31, 2030;

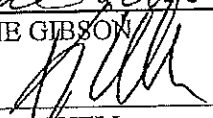
For consideration by the Sauk County Board of Supervisors on December 15, 2020.

Respectfully submitted,

PROPERTY COMMITTEE


CARL GRUBER, CHAIR


SHANE GIBSON


KEVIN SCHELL


SMOOTH DETTLER


JOEL CHRISLER

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RESOLUTION NO. 153 - 2020

**AUTHORIZING A TEN YEAR FIBER LEASE AGREEMENT WITH THE BOARD OF
REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF UW-MADISON
DIVISION OF INFORMATION TECHNOLOGY NETWORK SERVICES**

FISCAL NOTE: Based off the contract projections, Sauk County will receive revenues up to \$ 195,000 over the ten-year contract term, which will help offset future tax levy for maintenance of the Communications Infrastructure. *JPB*

MIS NOTE: No MIS impact.

ITEM	YEAR	MONTHLY FEE	ANNUAL AMOUNT	CUMULATIVE AMOUNT
TOTAL MONTHLY FEE	1 (2021)	\$2,651.07	\$31,812.84	\$31,812.84
TOTAL MONTHLY FEE	2	\$2,730.60	\$32,767.22	\$64,580.06
TOTAL MONTHLY FEE	3	\$2,812.52	\$33,750.24	\$98,330.30
TOTAL MONTHLY FEE	4	\$2,896.90	\$34,762.75	\$133,093.05
TOTAL MONTHLY FEE	5	\$2,983.80	\$35,805.63	\$168,898.68
TOTAL MONTHLY FEE	6	\$3,073.32	\$36,879.80	\$173,965.64
TOTAL MONTHLY FEE	7	\$3,165.52	\$37,986.19	\$179,184.60
TOTAL MONTHLY FEE	8	\$3,260.48	\$39,125.78	\$184,560.14
TOTAL MONTHLY FEE	9	\$3,358.30	\$40,299.55	\$190,096.95
TOTAL MONTHLY FEE	10	\$3,459.04	\$41,508.54	\$195,799.86