

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

**COMMITTEE:** SAUK COUNTY BOARD OF SUPERVISORS  
**DATE:** MONDAY, FEBRUARY 15, 2021  
**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](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. Health Care Center Board of Trustees:
    - i. Resolution 10-2021 Commending Sharon Marshall For More Than 33 Years Of Faithful Service To The People Of Sauk County. (Page 4)
7. Scheduled Appearances.
  - a. Treemanisha Stewart, Local Health Officer/Health Director, re: COVID-19 Vaccine update.
  - b. Ian Crammond, Facilities Manager, re: Solar usage update.
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. 01/17/2021 Letter from Terry Vollbrecht, re: Cell tower on Steinke Road.
  - b. 01/20/2021 Letter from Western Technical College, re: Board vacancies.
  - c. 01/07/2021 Letter from Jennifer Wogan, re: Sauk County Veteran's Service Office.
  - d. 02/04/2021 Email from Supr. Hazard, re: Extension Sauk County.
10. Appointments.
  - a. Appointment of Sauk County Corporation Counsel.
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: Decem Properties/Chris Gantz; Project Location: Town of Greenfield; Current Zoning: Manufactured Home Community; Proposed Zoning: Multi-Family. (Pages 5-7)

b. Brent Miller, Administrator.

16. Unfinished Business. None.

17. New Business.

a. Economic Development Committee:

i. Resolution 11-2021 Sauk County Place Branding And Marketing Campaign And Amending The 2021 Budget To Transfer \$120,000 From The Contingency Fund To The Administrator Budget. (Page 8)

b. Executive & Legislative Committee:

i. Proposed change to Rules of the Board:

Rule II. Agenda- Under C:

*The format for the regular meeting agenda of the County Board shall be as follows:*

**4. Adoption of agenda. (*Motion to deviate from the order of the agenda, if necessary*)**

ii. Resolution 12-2021 Authorizing A Backup System Support Agreement From Digicorp For A Three Year Term. (Page 9)

c. Executive & Legislative Committee, Finance Committee & Personal & Insurance Committee:

i. Resolution 13-2021 Approving Licenses, Implementation And Ongoing Support And Maintenance For Tyler Technologies Timekeeping And Related Software. (Pages 10-11)

d. Finance Committee:

i. Resolution 14-2021 Authorizing A Contractual Agreement With \_\_\_\_\_ For Financial Advisor Services Related To Debt Management. (Page 12-13)

e. Highway Committee:

i. Resolution 15-2021 Accept Proposal For One (1) Truck Lift From Snap-On Industrial. (Page 14)

ii. Resolution 16-2021 Accept Proposal For One (1) Skid Steer From Fabric Caterpillar. (Page 15)

iii. Ordinance 2-2021 Amending Sauk Co. Code Chapter 15 To Add All-Terrain Vehicle (ATV) And Utility-Terrain Vehicle (UTV) Crossings And Routes On County Highways. (Pages 16-42)

f. Land Resources and Environment Committee:

i. Ordinance 3-2021 An Ordinance Approving A Map Amendment (Rezoning) Of Lands In The Town Of Woodland Removing Property Legally Described In Petition 01-2021 From A Shoreland-Wetland District Upon the Petition Of Alvin Helmuth, Property Owner. (Page 43)

ii. Resolution 17-2021 Approving A Cooperator Agreement With The Wisconsin Department Of Agriculture, Trade, And Consumer Protection And Authorizing The Land Resources And Environment Director To Execute The Agreement. (Pages 44-58)

g. Personnel & Insurance Committee:

i. Resolution 18-2021 Authorizing/Approving The Reauthorization Of Workers Compensation Self Insurance For March 2021 To March 2024. (Page 59)

h. Property Committee:

i. Resolution 19-2021 Authorize The Upgrade Of The Tactical Communications Channel At The Communications Towers. (Pages 60-61)

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

Agenda mail date via United States Postal Service: February 10, 2021.

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

s:/admin/Co Bd Agendas/2021/ctybdagendaFEBRUARY2021

RESOLUTION 10 - 21

**Commending Sharon Marshall for More Than 33 Years of Faithful 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. Sharon Marshall faithfully served the people of Sauk County as a Certified Nursing Assistant and as a Licensed Practical Nurse at the Sauk County Health Care Center for over 33 years. Sharon Marshall was an essential team member to the Sauk County Health Care Center and all of Sauk County.

**NOW, THEREFORE BE IT RESOLVED**, that the Sauk County Board of Supervisors, hereby expresses its appreciation and commends Sharon Marshall for over 33 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 Sharon Marshall an appropriate symbol of our appreciation for service to the people of Sauk County.

For Consideration by the Sauk County Board of Supervisors on February 16, 2021

Respectfully submitted:

**Sauk County Health Care Center Board of Trustees**

\_\_\_\_\_  
Bryant Hazard, Chair

\_\_\_\_\_  
William Higgins, Vice-Chair

\_\_\_\_\_  
Rebecca Klitzke

\_\_\_\_\_  
Terri Langer

\_\_\_\_\_  
Dr. Flygt

\_\_\_\_\_  
Mike Flint

\_\_\_\_\_  
Tim Reppen

**Fiscal Note:** None

**MIS Note:** None

KPB



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

Application Accepted: 12-19-20  
Accepted By: BSS  
Petition Number: 2-2021  
Current Zoning: Resource Conservancy  
Proposed Zoning: Multiple Family  
Committee Hearing Date: 2-23-21  
County Board Date: 3-16-21  
Supervising District #: 2

## Zoning Map Amendment (Rezone) Application

### General Information

Property Owner Name: PERRY PROPERTIES LLC Home Phone: (608) 441-5358  
Mailing Address: 204 MORGAN VALLEY RD, SUITE 1 Cell Phone:  
E-mail Address: WYNN@PERRYPROPERTIES.COM  
Agent/Applicant Name: CHRIS FORT Agent of Record Home Phone:  
Mailing Address: Cell Phone: (608) 313-4540  
E-mail Address: garmstrong@perry.com

### Site Information

Site Address: 12505 COUNTY ROAD W BARABOO  
Parcel ID: 018-0130-0000  
Property Description: SW 1/4 SW 1/4 Section 5 T11N R7W  
Town of: Appleton  
Overlaid District: ☐ Shoreland ☐ Floodplain ☐ Airport  
Current Use: Manufactured Home Community, 12401 manufactured homes  
Existing Structures/Improvements: one single family home, twelve mobile homes, well, septic

### Proposed Zoning

Proposed Ordinance Section	Proposed Zoning/Use Description
	Multifamily
	Will apply for conditional use permits

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.

Requesting a rezone to multifamily and conditional use to allow us to remove existing trailers and replace with newer manufactured homes. We will comply with all ordinances and pour concrete slabs/provide anchoring for all new trailers.

### General Application Requirements

Application(s) 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 LRP.
- ☐ A scaled map of the proposed rezoned 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 this request.

### Zoning Map Amendment Standards

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

Rezone will allow continued and expanded operations. Upgrade will preserve historic (living conditions) as well as house (visually).

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 fees. 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 deadline will remain. I further agree to withdraw this application if substantive false or incorrect information has been included.

Applicant/Agent:

Property Owner Signature:

Date: 1/20/21

Date: 1/20/2021

Revised 11/18/19-2

## Zoning Map Amendment Procedures and Requirements

At the public hearing, the applicant may appear in person or through an agent or an attorney of their choice. The applicant/agent/attorney may present testimony, evidence and arguments in support of the application. All site plans, pictures, etc. become the property of the Land Resources & Environment Department, will remain in the file, and will be public record.

### What is a Zoning Map Amendment?

The purpose of a zoning map amendment is to alter, enlarge, or reduce a geographic extent of any zoning district, or to enact a new zoning designation for any particular parcel or real property. A change in zoning allows for different land uses and in some instances, different densities of development. The Land Resources & Environment Committee will recommend approval or disapproval of a rezoning to the Sauk County Board of Supervisors in accordance with the standards and criteria set by the zoning ordinance.

### Standards and Criteria

In reviewing a Zoning Map Amendment request, the LRE Committee must follow four standards:

- a) The proposed map amendment is consistent with the overall purpose and intent of the zoning ordinance.
- b) The proposed map amendment is consistent with the Sauk County Comprehensive Plan and the Farmland Preservation Plan, if applicable.
- c) Factors have changed from the time of initial ordinance adoption that warrant the map change, or an error, inconsistency, or technical problem necessitating the zoning ordinance as currently depicted has been observed.
- d) In rezoning land out of any exclusive agriculture district, the agency shall find all of the following, after a public hearing:
  1. The land is better suited for a use not allowed in the exclusive agriculture district.
  2. The rezoning is consistent with the Sauk County Comprehensive Plan.
  3. The rezoning is substantially consistent with the Sauk County Farmland Preservation Plan.
  4. The rezoning will not substantially impair or limit current or future agricultural use of surrounding parcels of land that are zoned for or legally restricted to agricultural use.

Note: Pursuant to Wis. Stat. § 91.48(1) A political subdivision (Sauk County) with a certified farmland preservation zoning ordinance may not rezone land out of a farmland preservation zoning district (Exclusive Agriculture) without having the rezoning certified under Wis. Stat. § 91.16 and provided that the standards (a) through (d) above are met.

### Process

1. Contact the LRE Department to schedule a meeting to review your potential request.
2. Complete the Zoning Map Amendment Application and provide all the supplemental items to the LRE Department by the filing deadline.
3. Review such application with the appropriate staff member to determine completeness.
4. If the application is complete, LRE staff will publish notice of your request for a zoning map amendment in the County's official newspaper noting the location and time of the required public hearing before the LRE Committee. Neighbors, town officials, and affected state agencies will be notified as well.
5. If the Town chooses to review the zoning map amendment request at the Town Planning Commission and Town Board level, you will need to attend such meetings to provide information regarding the request. Please request that copies of minutes/proceedings outlining the Town's recommendation be provided to the LRE Department for the file.
6. A public hearing will be held before the LRE Committee. Either the property owner or designated agent will need to be present at the hearing to provide testimony regarding the request. The LRE Committee must make a decision based only on the evidence that is submitted to it at the time of the hearing. Failure to provide representation may result in denial or postponement of your request.
7. The LRE Committee and Sauk County Board of Supervisors may approve, disapprove, or modify and approve the zoning map amendment request.

Please Note: If a zoning map amendment application is disapproved by the LRE Committee and no appeal is filed, no new zoning map amendment application can be re-submitted for a period of 365 days from the date of the LRE Committee's decision, except on grounds of new evidence or proof of changes of factors found valid by the LRE Committee.

Revised 11/20/2023

RESOLUTION NO. 11 - 2021

SAUK COUNTY PLACE BRANDING AND MARKETING CAMPAIGN AND  
AMENDING THE 2021 BUDGET TO TRANSFER \$120,000 FROM THE  
CONTINGENCY FUND TO THE ADMINISTRATOR BUDGET

**Background:** Sauk County has proven to be one of the State's leaders in tourism generated revenues, generating over \$1.1 billion in direct visitor spending in 2019, only Dane and Milwaukee County exceed that level. Tourism also directly supports over 11,000 jobs in the County. Unfortunately, the County lags when looking at year-over-year increases in direct visitor spending, ranking 49<sup>th</sup>, and ranks 23<sup>rd</sup> in increase in employment. Sauk County's mix of natural resources and recreational opportunities allow us to be one of the premier tourism destinations in the State. These same assets are major attractors for new business and residents, especially those looking to relocate from major urban areas post COVID-19.

In December 2020, the Economic Development Committee approved a Request for Proposal for the development of a branding and marketing campaign. The County received fourteen submissions which were all reviewed by a seven-member committee and included an interview with the top three candidates. The top candidate, Belo & Company, was recommended to the Economic Development Committee. Belo & Company presented their work to the Economic Development Committee and provided additional details to all questions. This initiative will result in the development of a cohesive brand, marketing toolkit and implementation strategies. The program will support recruitment of economic development targets and also be used as a tool to strengthen collaboration between the County and other local agencies with related visions and goals.

Fiscal Impact: ☐ None ☐ Budgeted Expenditure ☒ Not Budgeted

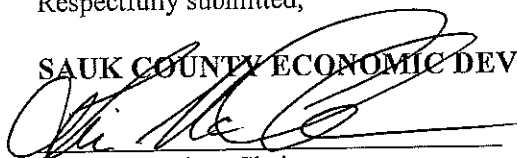
**NOW, THEREFORE, BE IT RESOLVED**, that the Sauk County Board of Supervisors, met in regular session, hereby approves the Sauk County Administration Department to contract with Belo & Company to develop a Sauk County place branding and marketing campaign. The total cost for development shall not to exceed \$120,000.

**AND BE IT FURTHER RESOLVED**, that \$120,000 is transferred from the contingency fund to the Administrator budget

For consideration by the Sauk County Board of Supervisors on February 15, 2021.

Respectfully submitted,

SAUK COUNTY ECONOMIC DEVELOPMENT COMMITTEE

  
Tim McCumber, Chair

\_\_\_\_\_  
Bryant Hazard

\_\_\_\_\_  
Carl Gruber

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

\_\_\_\_\_  
Kevin Schell

\_\_\_\_\_  
Kristin White Eagle

\_\_\_\_\_  
Wally Czurpynko

**Fiscal Note:** The cost, not to exceed \$120,000 is transferred from the contingency fund to the Administrator budget. The 2021 contingency fund has \$430,000 prior to this transfer. KAB

**Information System Note:** None



RESOLUTION NO. 12 - 2021

AUTHORIZING A BACKUP SYSTEM SUPPORT AGREEMENT FROM DIGICORP  
FOR A THREE YEAR TERM

*Background: Sauk County has utilized a Unitrends backup appliance since 2011. The annual maintenance and support agreement for this device has been roughly \$10,000 annually for the last six years.*

*By renewing this agreement for a three-year term at \$10,220 annually, Sauk County will receive a replacement device from the vendor in exchange for the current unit.*

*This device provides data backup for most Sauk County systems. The current device is three and a half years old and annual support for this unit would be as much or more than the annual payment under the proposed three-year agreement.*

Fiscal Impact: ☐ None ☒ Budgeted Expenditure ☐ Not Budgeted


**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that a three year support agreement with Digicorp, for the Unitrends backup system, at an annual cost of \$10,220 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 contracts related to the initiation and renewal of said agreement on behalf of Sauk County.

For consideration by the Sauk County Board of Supervisors on February 15, 2021

Respectfully submitted,

**EXECUTIVE AND LEGISLATIVE COMMITTEE:**

  
TIMOTHY MCCUMBER, CHAIR

\_\_\_\_\_  
BRANDON LOHR, VICE CHAIR

  
VALERIE MCAULIFFE

  
WALLY CZUPRYNKO

  
MARTY KRUEGER

**Fiscal Note:** Funding for this purchase is provided in the 2021 MIS budget. *KB*

**MIS Note:** The appliance provided will be a direct replacement for the existing system. The estimated cost for installation and configuration is \$1600.

# RESOLUTION NO. 13 -2021

## APPROVING LICENSES, IMPLEMENTATION AND ONGOING SUPPORT AND MAINTENANCE FOR TYLER TECHNOLOGIES TIMEKEEPING AND RELATED SOFTWARE

**Background:** Sauk County has made and will continue to make significant investments in developing computer networks, associated infrastructure, and software. The County is committed to accurate and timely information, both for the internal use of the County and to maintain compliance with external requirements. Grant compliance requirements, including time and attendance tracking, have increased significantly over recent years. Required reporting for workers compensation, Fair Labor Standards Act, and Family and Medical Leave Act necessitates details that are not readily obtained currently.

Sauk County currently uses a variety of methods for tracking time and attendance usage, ranging from a number of computerized systems to paper timesheets. Standardized implementation of Federal and State requirements, the Personnel Ordinance, and other Personnel policies will aid in efficient and accurate processes for County employee and management use.

Sauk County utilizes MUNIS by Tyler Technologies as its financial system for many centralized financial processes: general ledger, accounts payable, cash receipting, fixed asset, human resources and payroll. The platform on which one of the major currently-used timekeeping systems resides is at its end of life. Streamlining the number of different systems used will ease the burden on MIS staff. Further, cost and risk of data integration errors is increased by maintaining multiple systems and interfaces.

Tyler Technologies has timekeeping solutions that provide robust scheduling, time and attendance, and employee "self service." Once fully implemented, employees will access their schedules and leave balances (e.g. vacation, sick, etc.), request changes to their deductions (to be verified and approved by Personnel and/or Accounting), retrieve their historical documents (check stubs, W2's), and submit their own time information. Managers will develop electronic schedules, approve time and attendance entry of their employees, and run management reports. Personnel and Accounting will have better data management for reporting, and fewer manual adjustments and errors. The MIS Department should have fewer systems to maintain that are assisting various departments with scheduling and time tracking. The Tyler Technologies solutions are fully integrated with the general ledger, human resources and payroll products Sauk County already uses, as well as the system security and data backups already in place.

Preliminary quotes were obtained from other time and attendance solution providers. These quotes were more expensive than expansion of the County's current system. Other systems would then create another layer of complexity with data transfer and integration. The management team of the Administrator, Finance Director, Human Resources Director and MIS Director all feel expansion Tyler Technologies is the most advantageous solution in terms of cost and efficiency.

**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 Tyler Technologies software licenses, implementation, and ongoing support and maintenance are approved.

	One-Time Cost Licenses/Equipment	One-Time Cost Implementation	Ongoing Annual Cost (based on year 1)
ExecuTime: Time & Attendance with Mobile Access; Advanced Scheduling with Mobile Access	\$71,735	\$38,480	\$26,888
Employee Self Service	\$7,612	\$2,960	\$3,760
General Implementation	--	\$15,180	--
Subtotal	One-Time = \$135,967		Ongoing = \$30,648
Grand Total	\$166,615		

Resolution 13-2021 (cont)

Approving Licenses, Implementation And Ongoing Support And Maintenance For Tyler Technologies Timekeeping And Related Software


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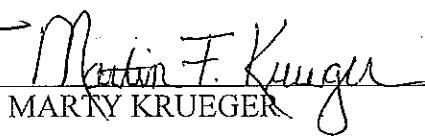
For Consideration by the Sauk County Board of Supervisors on February 15, 2021.

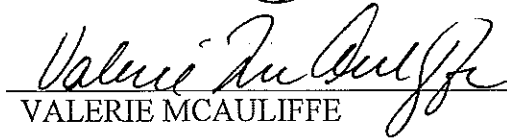
EXECUTIVE & LEGISLATIVE COMMITTEE

  
TIMOTHY B. MCCUMBER, Chair

BRANDON LOHR

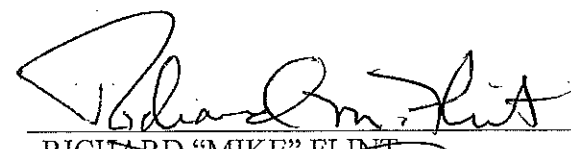
  
WALLY CZUPRYNSKI

  
MARTY KRUEGER


  
VALERIE MCAULIFFE

FINANCE COMMITTEE

  
MARTY KRUEGER, Chair

  
RICHARD "MIKE" FLINT

  
THOMAS DÖRNER

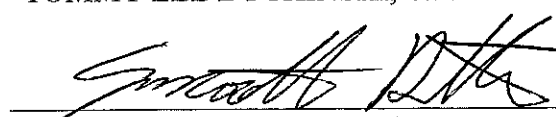
  
TIMOTHY B. MCCUMBER

  
LYNN EBERL

PERSONNEL & INSURANCE COMMITTEE


  
TOMMY LEE BYCHINSKI, Chair

  
CARL GRUBER

  
MARK "SMOOTH" DETTER

  
TERRY SPENCER

  
SHANE GIBSON

**FISCAL NOTE:** Adequate funds are available for purchase and implementation of these solutions. Annual maintenance costs will not begin until implemented and will be prorated for the partial year. The 2020 Personnel budget contains \$125,000 for this project. This will be carried forward to the Accounting budget, where an additional \$30,000 is budgeted in 2021 for timekeeping support. Further, credits to Sauk County are due from MUNIS for the transfer from the system being self-hosted to being maintained remotely "on the cloud." 

**MIS NOTE:** Maintenance of multiple timekeeping systems involves increased cost for contracts, as well as MIS staff who need to remain proficient in more systems.

## RESOLUTION NO. 14 -2021

### Authorizing a Contractual Agreement with \_\_\_\_\_ for Financial Advisor Services Related to Debt Management

**Background:** When it is necessary for Sauk County to borrow funds for Sauk County projects (such as replacement of the Highway facility) or when it is advantageous to refinance existing debt, to do so requires retaining the services of a qualified firm to serve as financial advisor.

A financial advisor assists the issuer in determining the best type of financing for the government, selecting other finance professionals, planning the bond sale, and successfully selling and closing the bonds. Their work also includes advising on the size and structure of the issuance, as well as amortization schedule, term, discount/premium, and call features. They make recommendations on the bond issue itself, and County policies and operations to enhance bond marketability, thereby reducing interest costs.

A request for proposal was developed and issued to elicit bids from qualified firms for assistance in developing financing plans and issuing debt. Six proposals were received. A review panel consisting of the Administrator, Finance Director and Accounting Manager reviewed all proposals based on the technical qualifications and experience of the firm and its staff (weighted at 60 percent of the maximum points), cost (25 percent), and method of performance (15 percent).

**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 proposal of \_\_\_\_\_ for financial advisor services related to debt management be and hereby is accepted at a cost of \$ \_\_\_\_\_; and,

**BE IT FURTHER RESOLVED**, that the Sauk County Finance Director is authorized and directed to enter into such contracts for a duration of up to five years, with the review of the Corporation Counsel and Administrator, as may be necessary and appropriate for the acceptance of said proposal for the furnishing of goods, services and the performance of work in accordance therewith; and,

**BE IT FURTHER RESOLVED**, that should \_\_\_\_\_ deem it necessary or in the best interest of Sauk County to make a presentation to a bond rating agency for the purpose of maintaining or improving Sauk County's bond rating, the Sauk County Finance Committee shall be authorized to send a member of the Sauk County Board, the Administrator, and the Finance Director to an out of state location for such purpose and to allow all necessary and actual travel costs incurred (\_\_\_\_\_ shall bear all its own travel related costs); and,

**BE IT FURTHER RESOLVED**, that required contracts are authorized for bond counsel, disclosure counsel, rating agency, and related services incident to the performance of a debt issue based on the recommendation of \_\_\_\_\_ and subject to Finance Committee approval.

For Consideration by the Sauk County Board of Supervisors on February 15, 2021.

#### SAUK COUNTY FINANCE COMMITTEE

\_\_\_\_\_  
Martin F. Krueger, Chair

\_\_\_\_\_  
Richard "Mike" Flint

\_\_\_\_\_  
Thomas Dorner

\_\_\_\_\_  
Timothy McCumber

\_\_\_\_\_  
Lynn Eberl

Resolution 14 - 2021 Authorizing a Contractual Agreement with \_\_\_\_\_ for Financial  
Advisor Services Related to Debt Management  
Page 2 of 2

**FISCAL NOTE:** Funding for provision of these services will be taken from the proceeds of any debt issued. *VPB*

Baker Tilly Municipal Advisors, LLC	
Ehlers	
PFM Financial Advisors LLC	
PMA Securities, LLC	
Robert W. Baird & Co. Inc.	
Wis Public Finance Professionals, LLC	

**MIS NOTE:** No MIS impact.

RESOLUTION 15 - 2021

Accept Proposal For One (1) Truck Lift  
From Snap-on Industrial

*Background: The 2021 Sauk County Budget authorized \$891,000 for equipment purchase. As part of that equipment purchase, the Highway Department will be purchasing six mobile column truck lifts with a snowplow crossbeam adaptor and two sets of jack stands. The lifts are being purchased through State Bid Contract. 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 bid of \$78,494.93 for six (6) mobile column truck lifts, Snow plow crossbeam adaptor and two (2) sets of jack stands. 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 February 15, 2021.

Respectfully submitted:

SAUK COUNTY HIGHWAY COMMITTEE

\_\_\_\_\_  
BRIAN L. PEPPER, Chair

\_\_\_\_\_  
TERRY SPENCER

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

\_\_\_\_\_  
KEVIN SCHELL

\_\_\_\_\_  
DON STEVENS

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

KPB

RESOLUTION 16 - 2021

Accept Proposal For One (1) Skid Steer  
From Fabick Caterpillar

*Background: The 2021 Sauk County Budget authorized \$891,000 for equipment purchase. As part of that equipment purchase, the Highway Department will be purchasing one skid steer. 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 proposal of \$51,100.00 for one (1) skid steer. 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 February 15, 2021.

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.  
MIS Note: No MIS Impact.

KPB

ORDINANCE NO. 2 - 2021

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

*Background: The State of Wisconsin Department of Natural Resources has determined that a County Board must approve all ATV/UTV routes individually, and Sauk County has created an Ordinance regulating the uses of All-Terrain Vehicles and Utility-Terrain Vehicles in the County. In order to promote the recreational use of All-Terrain Vehicles and Utility-Terrain Vehicles, Sauk County designates a limited number of All-Terrain Vehicle and Utility-Terrain Vehicle routes. The Sauk County Highway Committee receives petitions to designate portions of County Highways as All-Terrain Vehicles and Utility-Terrain Vehicles routes. The petitions are reviewed by the Highway Department and notification is sent to the Municipalities that have proposed county highway routes. Sauk Co. Code §15.003 states that if the Highway and Parks Committee recommends approval of a route or crossing, an ordinance approving the decision shall be prepared for consideration by the County Board. No route or crossing is approved until action of the County Board.*

Fiscal Impact: ☒ None    ☐ Budgeted Expenditure    ☐ Not Budgeted

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

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

For Consideration by the Sauk County Board of Supervisors on February 15, 2021.

Respectfully submitted:

SAUK COUNTY HIGHWAY COMMITTEE

\_\_\_\_\_  
BRIAN L. PEPER, CHAIR

\_\_\_\_\_  
TERRY SPENCER

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

\_\_\_\_\_  
KEVIN SCHELL

\_\_\_\_\_  
DON STEVENS

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

KPB



# Sauk County ATV/UTV Routes and Trails

## CTH A - 150 Feet

LAKE DELTON

Ringling Rd

Ringling Road

DELTON

A

T

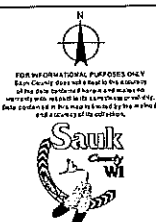
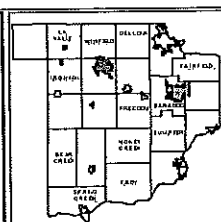
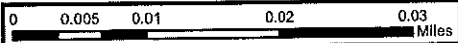
### ATV/UTV Routes & Trails

- Sauk County - ATV Off-Road Trails
- Sauk County - City & Village Street ATV Routes
- Sauk County - Town Road ATV Routes
- Sauk County - County & State Highway ATV Routes
- Juneau & Richland County ATV Routes
- Sauk County - PROPOSED County Highway ATV Routes
- Sauk County - PROPOSED State Highway ATV Routes

### Roadways

- |            |               |
|------------|---------------|
| Interstate | Muni.         |
| Federal    | Alley         |
| State      | Private-Named |
| County     | Private       |
| Town       | Ramp          |

Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021



# Sauk County ATV/UTV Routes and Trails

## CTH A - 1,250 Feet

Trap Shoot Road








BARABOO

A










FAIRFIELD

Crawford Street

### ATV/UTV Routes & Trails

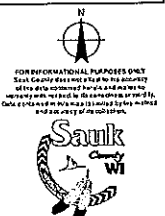
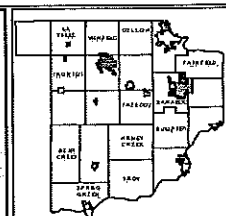
-  Sauk County - ATV Off-Road Trails
-  Sauk County - City & Village Street ATV Routes
-  Sauk County - Town Road ATV Routes
-  Sauk County - County & State Highway ATV Routes
-  Juneau & Richland County ATV Routes
-  Sauk County - PROPOSED County Highway ATV Routes
-  Sauk County - PROPOSED State Highway ATV Routes

### Roadways

-  Interstate
-  Federal
-  State
-  County
-  Town
-  Municipal
-  Private-Named
-  Private
-  Right-of-Way

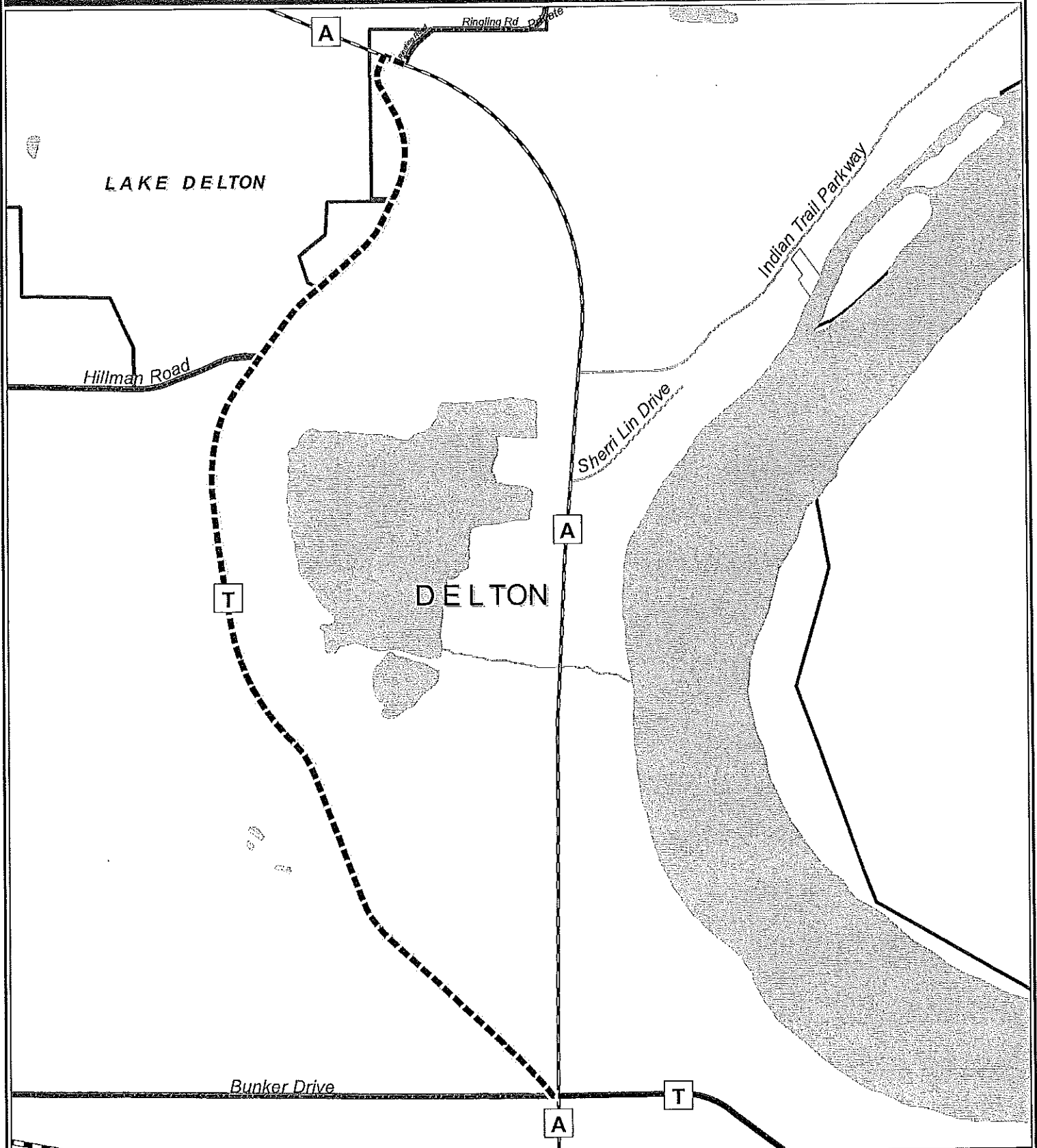
Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021

0 0.0175 0.035 0.07 0.105 Miles



# Sauk County ATV/UTV Routes and Trails

## CTH T - 1.73 Miles



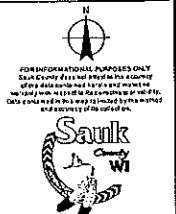
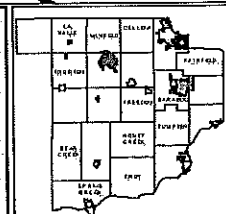
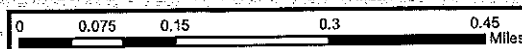
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- Sauk County - Town Road ATV Routes
- Sauk County - County & State Highway ATV Routes
- Juneau & Richland County ATV Routes
- Sauk County - PROPOSED County Highway ATV Routes
- Sauk County - PROPOSED State Highway ATV Routes

### Roadways

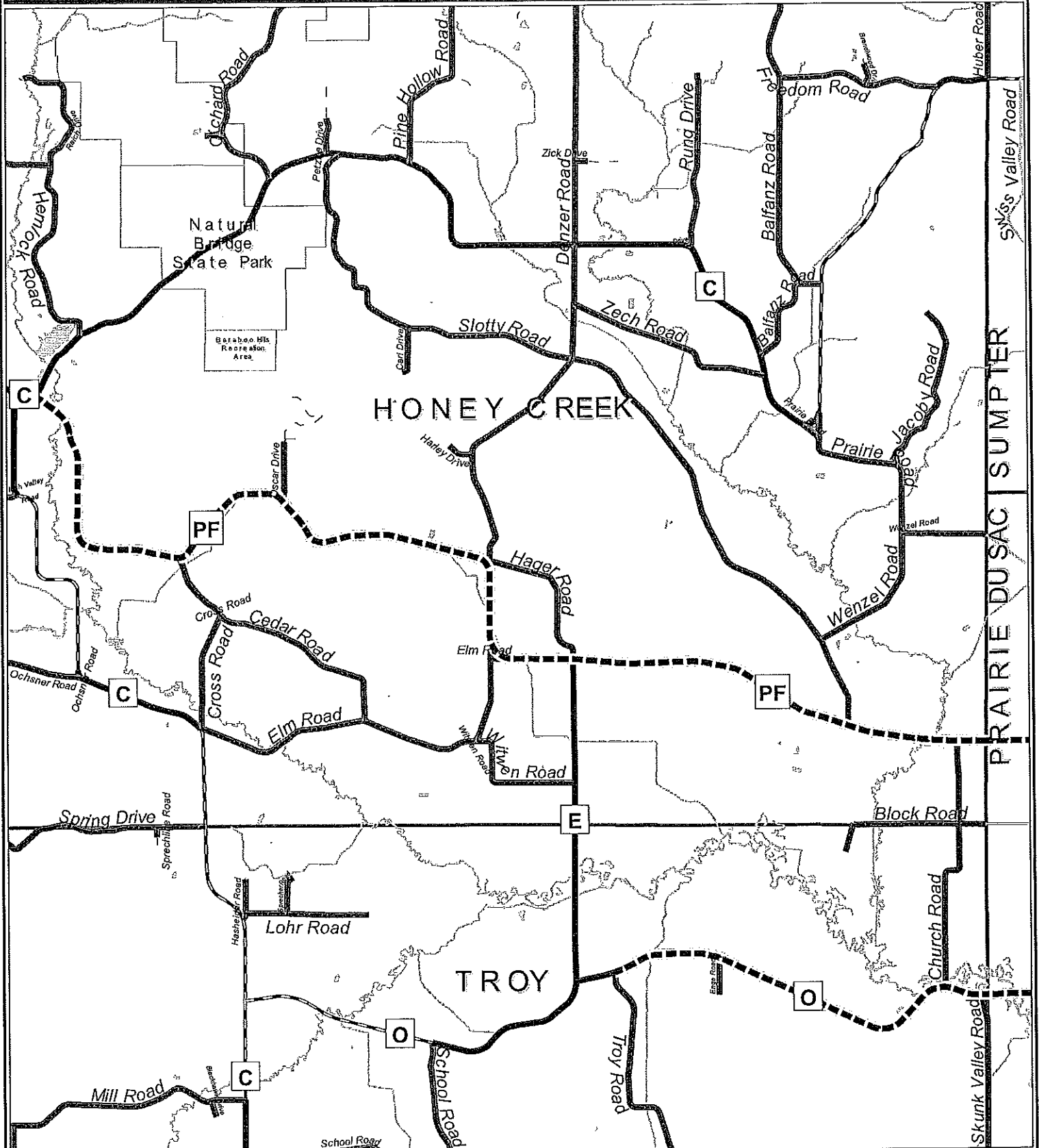
- Interstate
- Federal
- State
- County
- Town
- Muni
- Alley
- Private-Named
- Private
- Ramp

Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021



# Sauk County ATV/UTV Routes and Trails

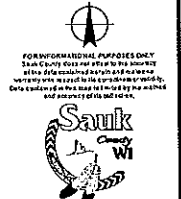
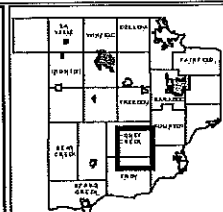
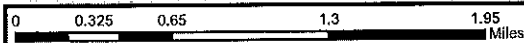
CTH PF - 7.42 Miles



- ATV/UTV Routes & Trails**
- Sauk County - ATV Off-Road Trails
  - Sauk County - City & Village Street ATV Routes
  - Sauk County - Town Road ATV Routes
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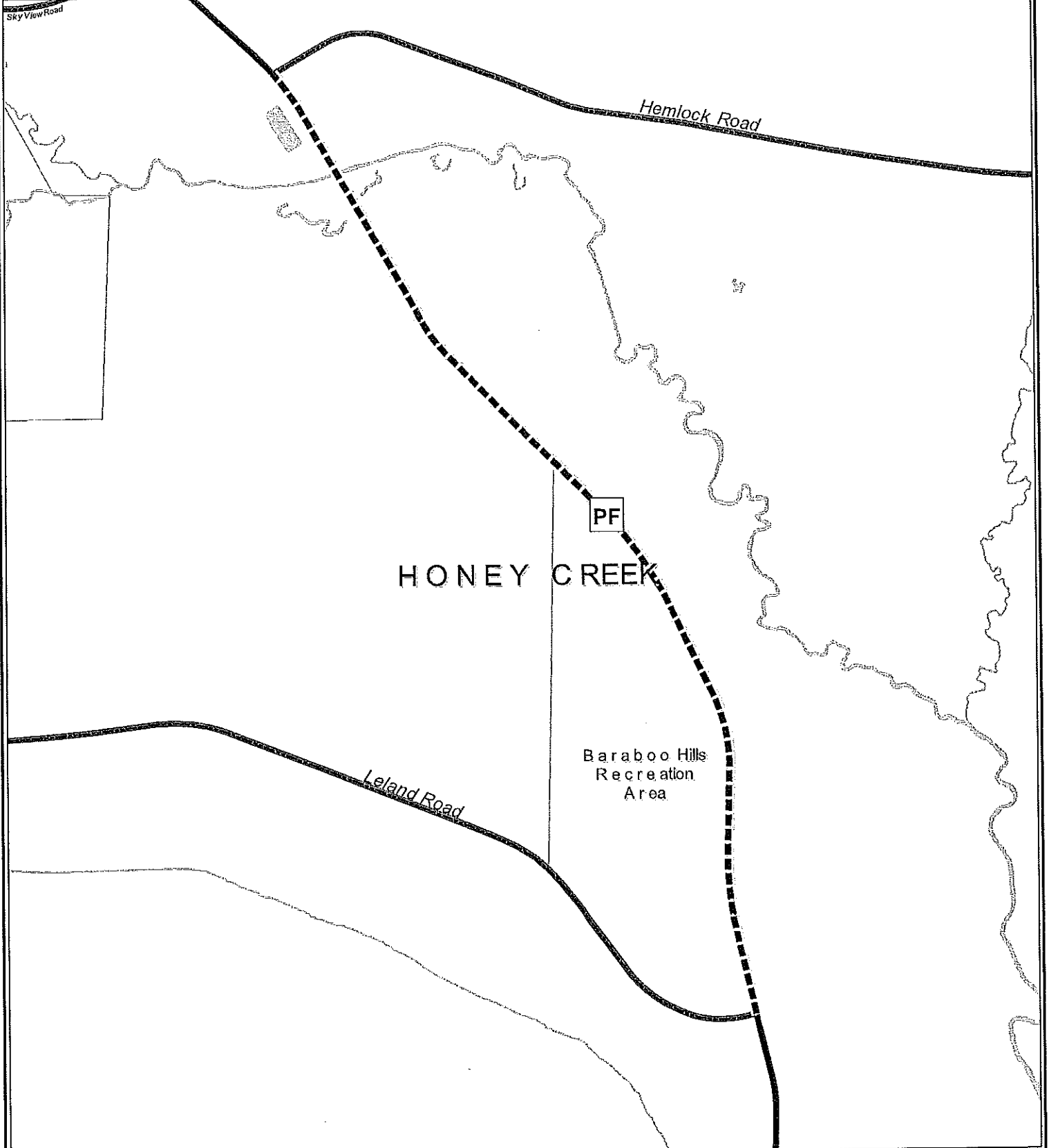
- Roadways**
- Interstate
  - Federal
  - State
  - County
  - Town
  - Mun.
  - Alley
  - Private-Named
  - Private
  - Ramp

Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021



# Sauk County ATV/UTV Routes and Trails

## CTH PF - 1.21 Miles



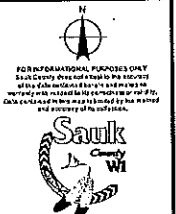
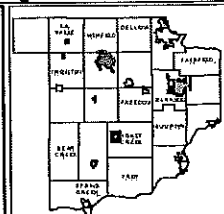
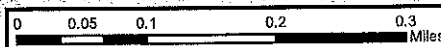
### ATV/UTV Routes & Trails

- Sauk County - ATV Off-Road Trails
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- Sauk County - Town Road ATV Routes
- Sauk County - County & State Highway ATV Routes
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- Sauk County - PROPOSED State Highway ATV Routes

### Roadways

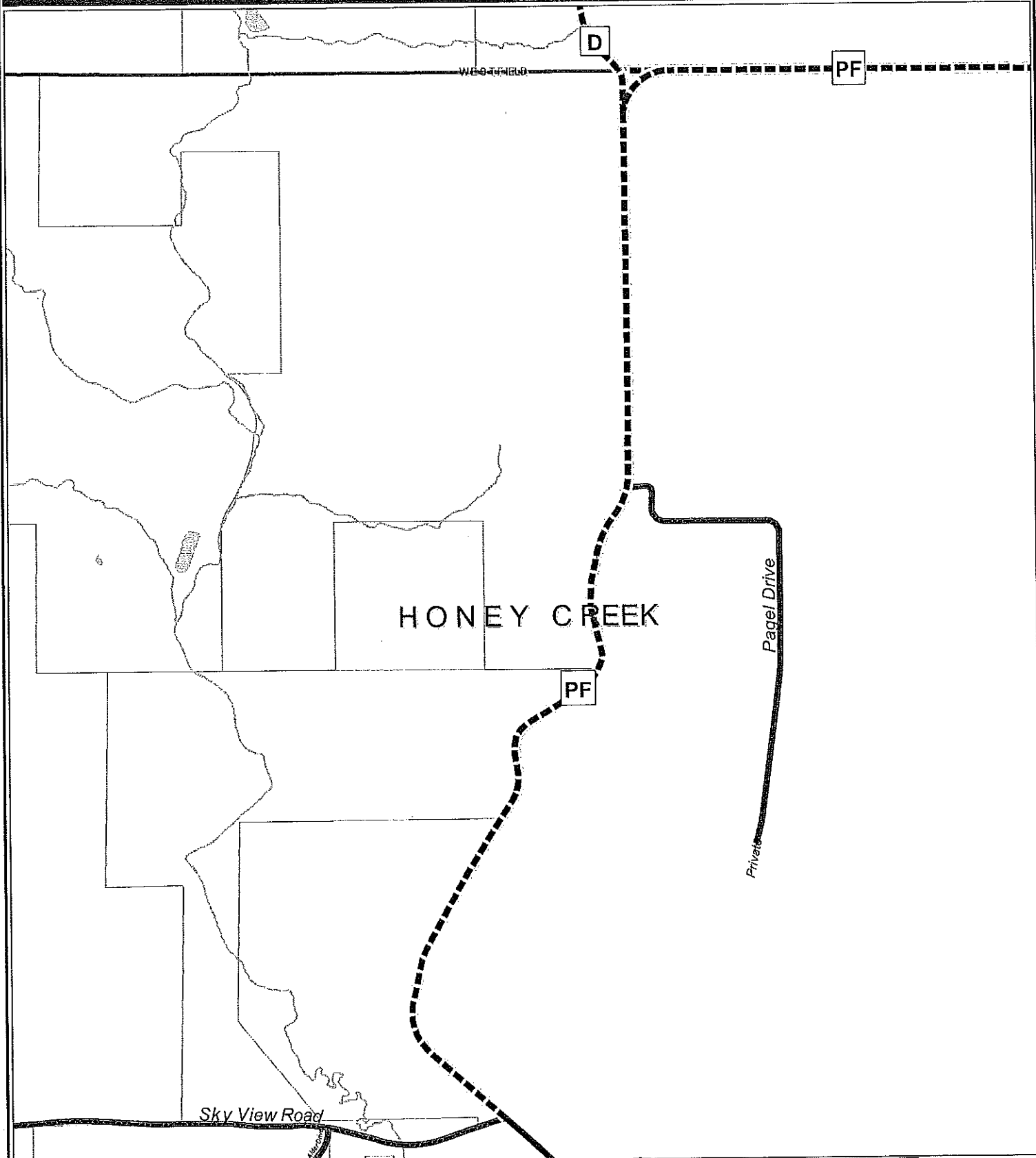
- |            |               |
|------------|---------------|
| Interstate | Municipal     |
| Federal    | Alley         |
| State      | Private-Named |
| County     | Private       |
| Town       | Ramp          |

Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021



# Sauk County ATV/UTV Routes and Trails

## CTH PF - 2.09 Miles



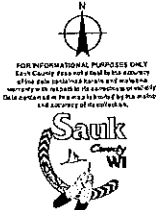
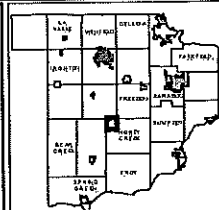
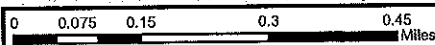
### ATV/UTV Routes & Trails

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### Roadways

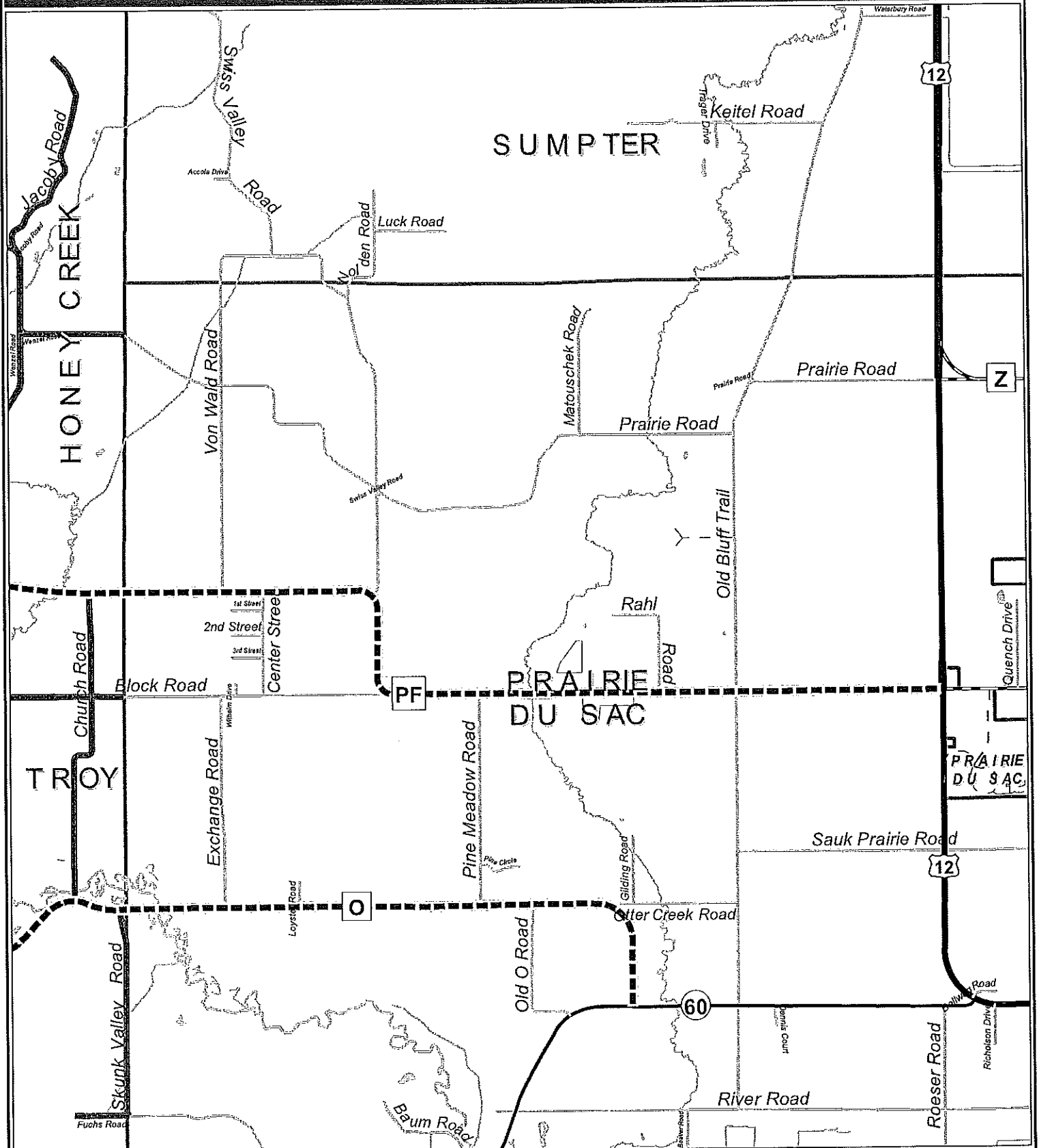
- Interstate
- Federal
- State
- County
- Town
- Muni
- Alley
- Private-Named
- Private
- Ramp

Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021



# Sauk County ATV/UTV Routes and Trails

## CTH PF - 4.5 Miles



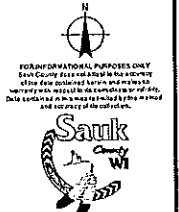
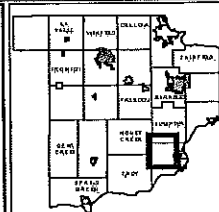
### ATV/UTV Routes & Trails

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- Sauk County - Town Road ATV Routes
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### Roadways

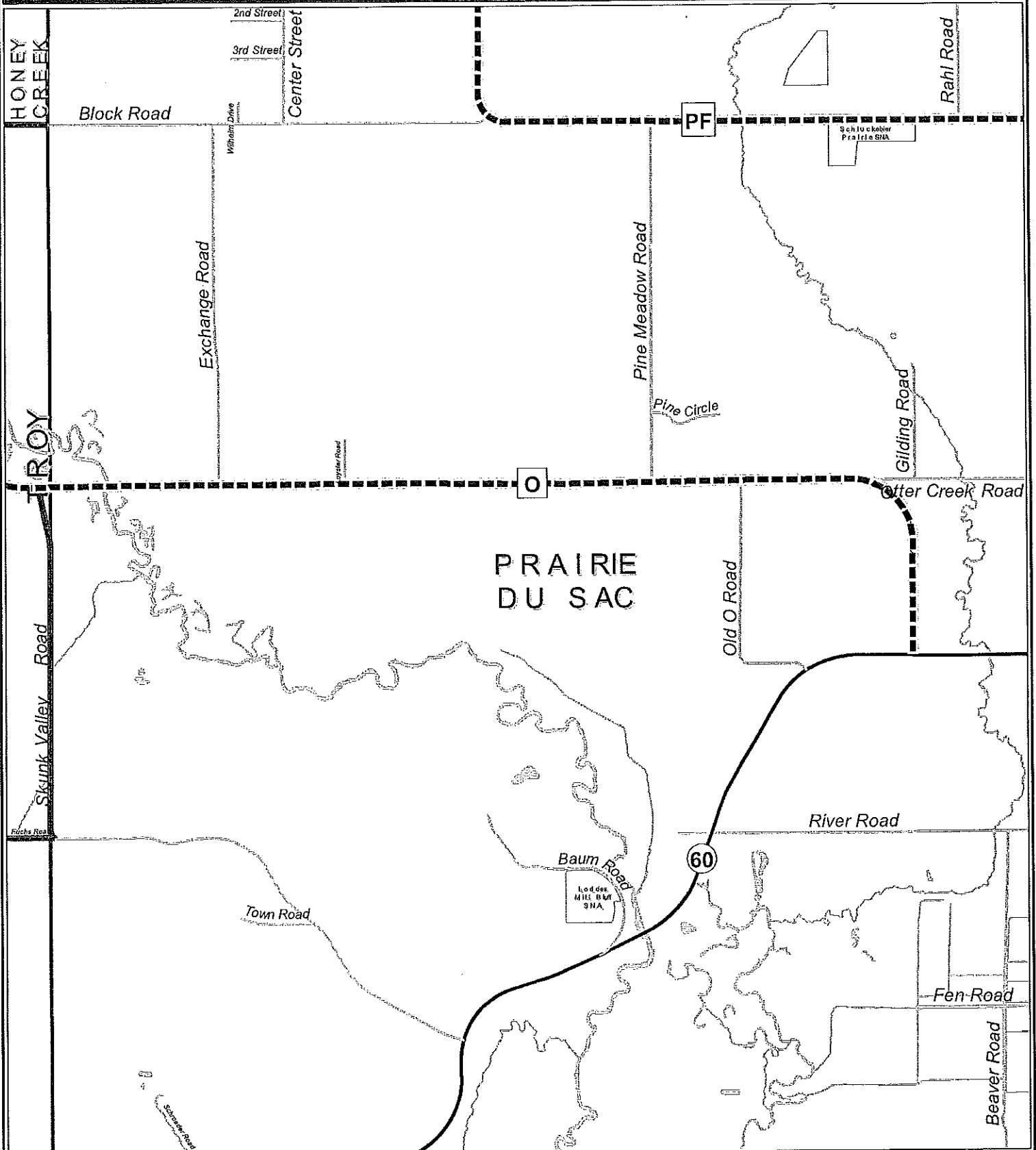
- Interstate
- Federal
- State
- County
- Town
- Municipal
- Alley
- Private-Named
- Private
- Ramp

Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021



# Sauk County ATV/UTV Routes and Trails

## CTH O - 2.8 Miles



### ATV/UTV Routes & Trails

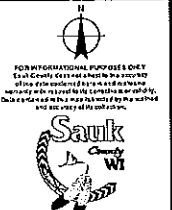
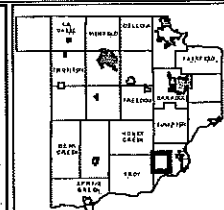
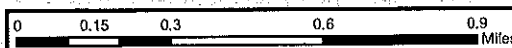
- Sauk County - ATV Off-Road Trails
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- Sauk County - Town Road ATV Routes
- Sauk County - County & State Highway ATV Routes
- Juneau & Richland County ATV Routes
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- Sauk County - PROPOSED State Highway ATV Routes

### Roadways

- Interstate
- Federal
- State
- County
- Town
- Municipal
- Private-Named
- Private
- Ramp

Application for ATV/UTV Routes  
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Last Updated: January 20, 2021

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# Sauk County ATV/UTV Routes and Trails

## CTH O - 2.4 Miles

HONEY CREEK

PRAIRIE  
DU SAC

Block Road

Church Road

Exchange Road

Engle Road

O

TROY

Skunk Valley Road

Fuchs Road

Troy Road

Evelyn Road

Schroeder  
Road

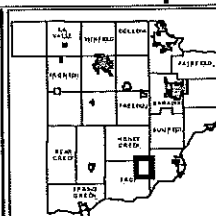
### ATV/UTV Routes & Trails

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- Sauk County - PROPOSED County Highway ATV Routes
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### Roadways

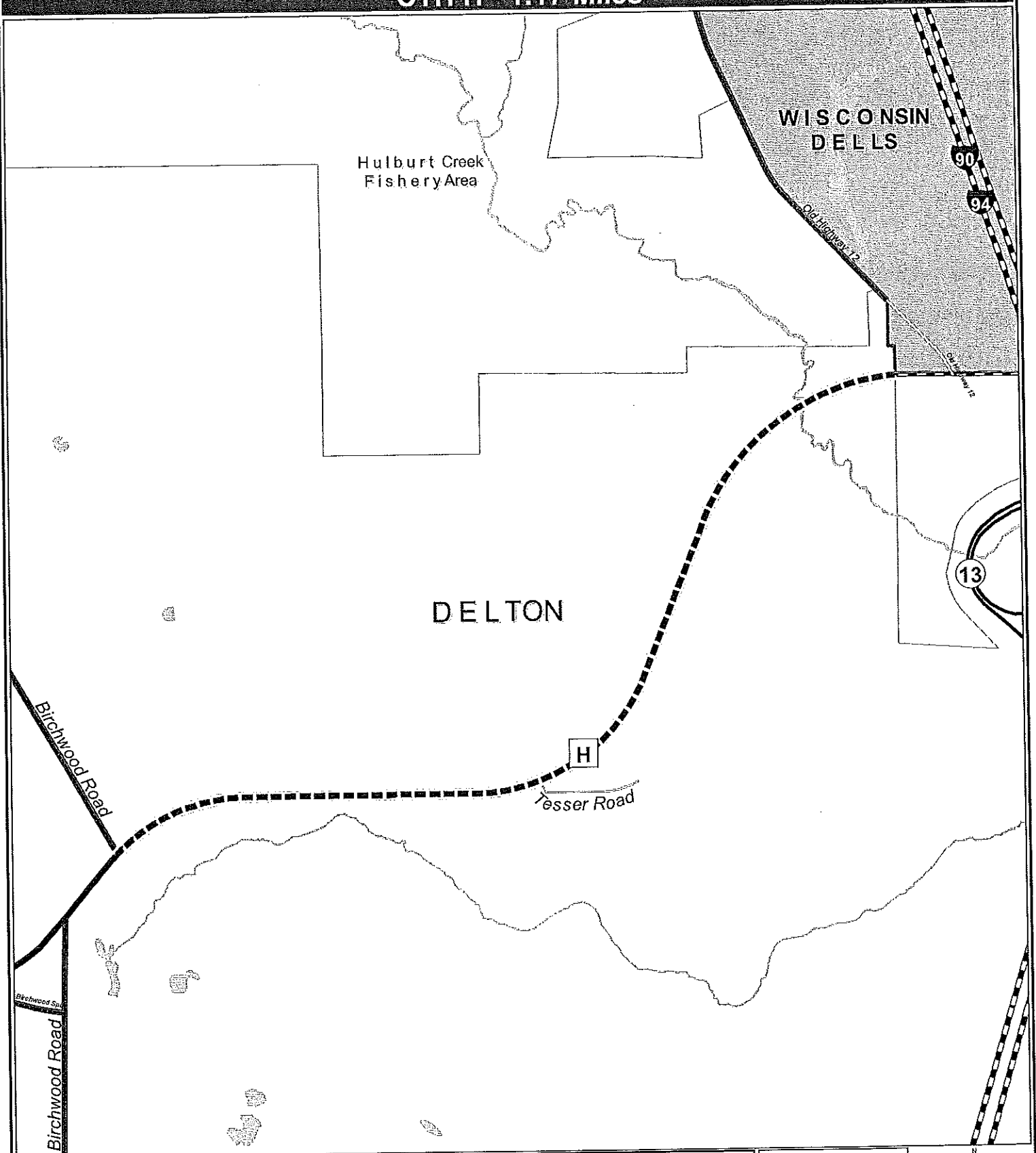
- Interstate
- Federal
- State
- County
- Town
- Muni
- Alley
- Private-Named
- Private
- Ramp

Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021



# Sauk County ATV/UTV Routes and Trails

## CTH H - 1.17 Miles



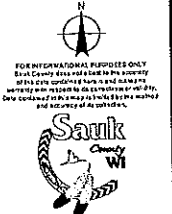
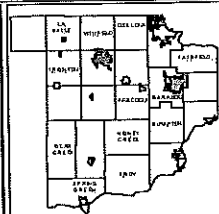
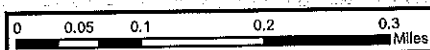
### ATV/UTV Routes & Trails

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### Roadways

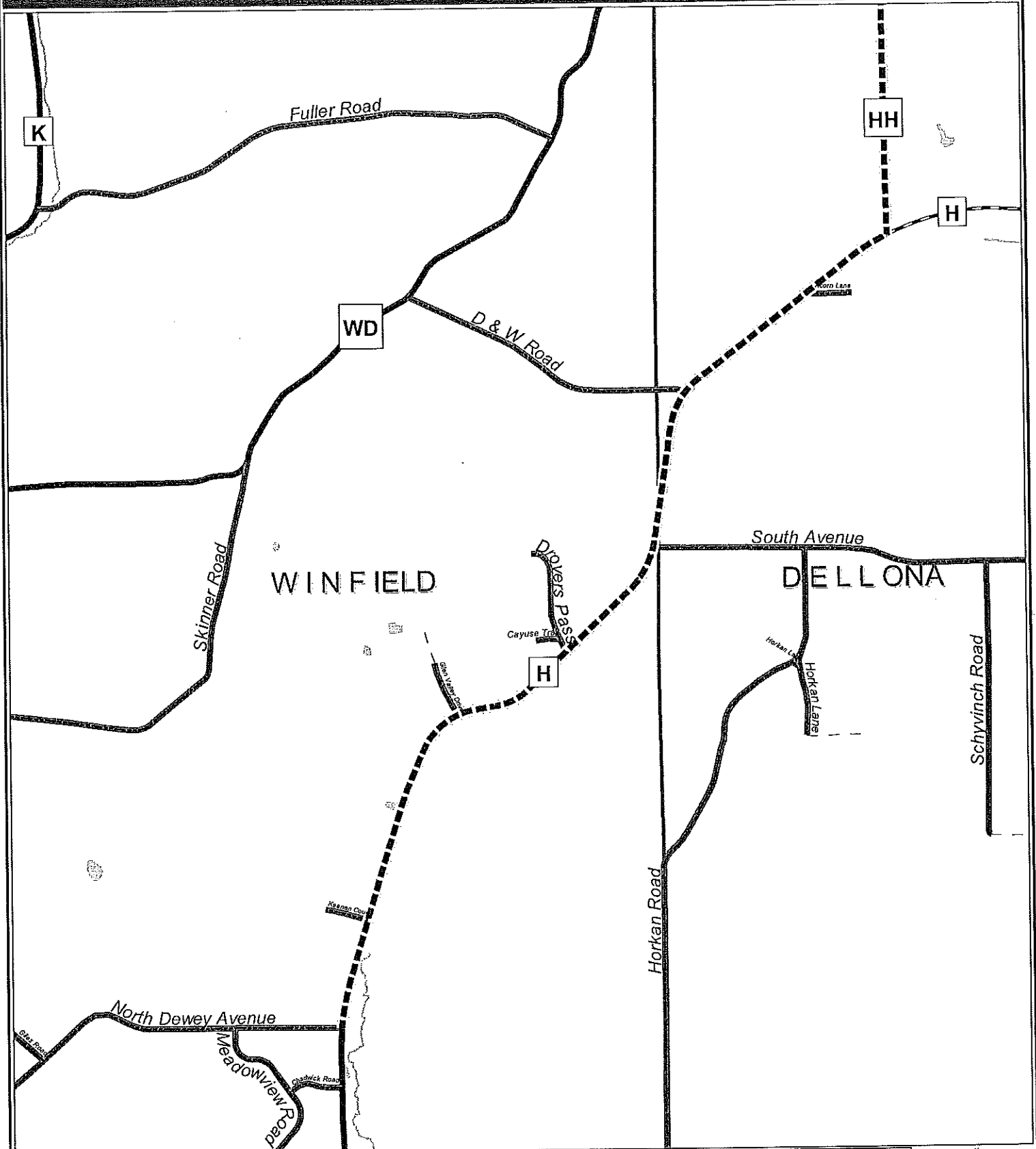
- |            |               |
|------------|---------------|
| Interstate | Muni          |
| Federal    | Alley         |
| State      | Private-Named |
| County     | Private       |
| Town       | Ramp          |

Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021



# Sauk County ATV/UTV Routes and Trails

## CTH H - 2.81 Miles



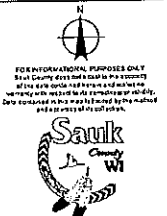
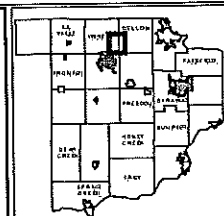
### ATV/UTV Routes & Trails

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### Roadways

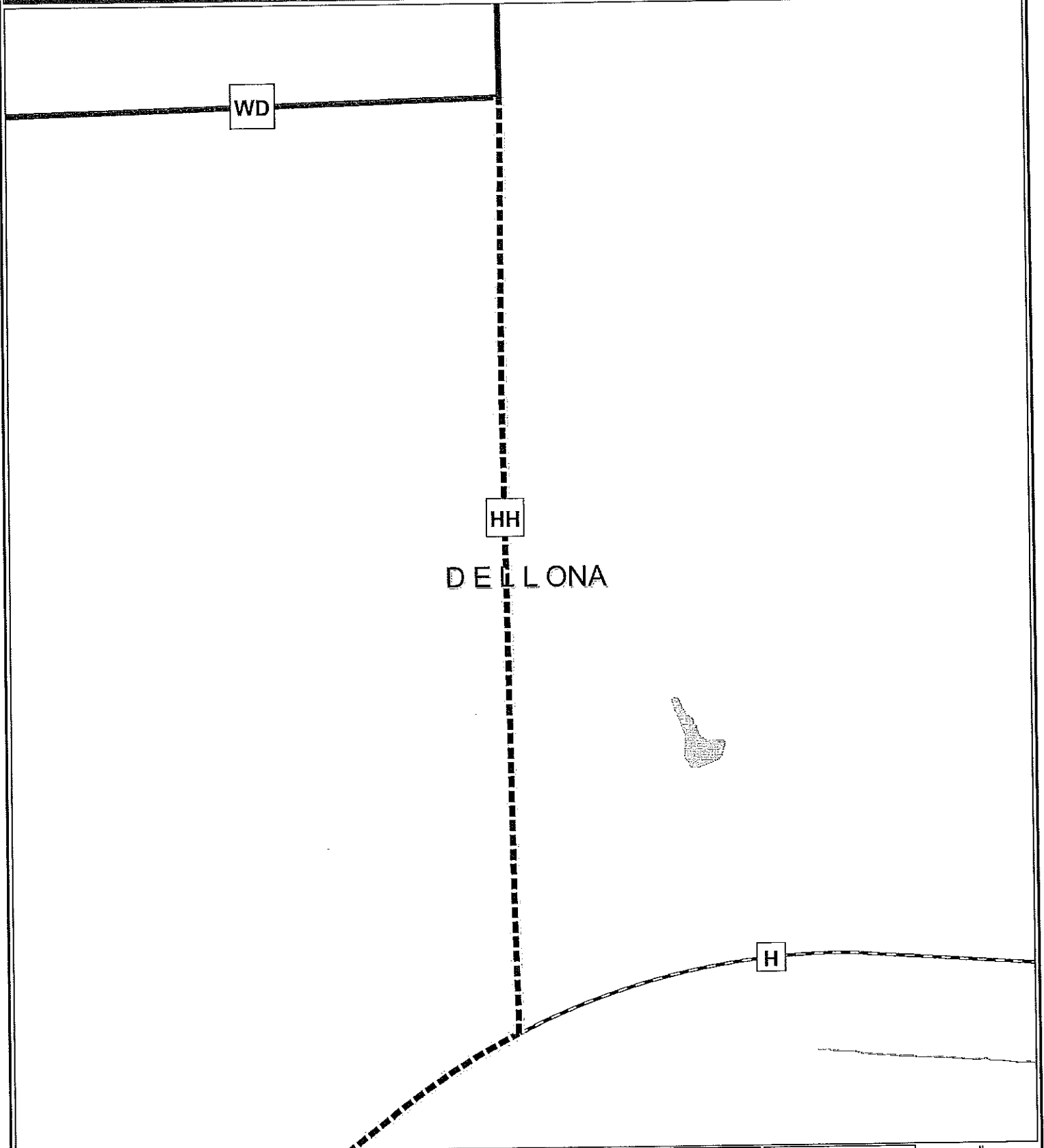
- Interstate
- Federal
- State
- County
- Town
- Muni.
- Alley
- Private-Named
- Private
- Ramp

Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021



# Sauk County ATV/UTV Routes and Trails

## CTH HH - 0.86 Mile



### ATV/UTV Routes & Trails

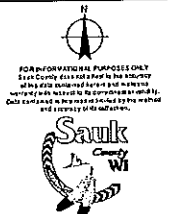
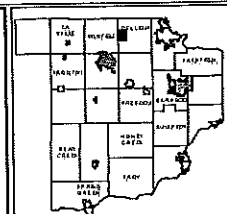
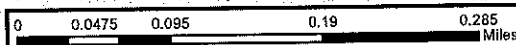
- Sauk County - ATV Off-Road Trails
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- Sauk County - County & State Highway ATV Routes
- Juneau & Richland County ATV Routes
- Sauk County - PROPOSED County Highway ATV Routes
- Sauk County - PROPOSED State Highway ATV Routes

### Roadways

- |            |               |
|------------|---------------|
| Interstate | Municipal     |
| Federal    | Alley         |
| State      | Private-Named |
| County     | Private       |
| Town       | Ramp          |

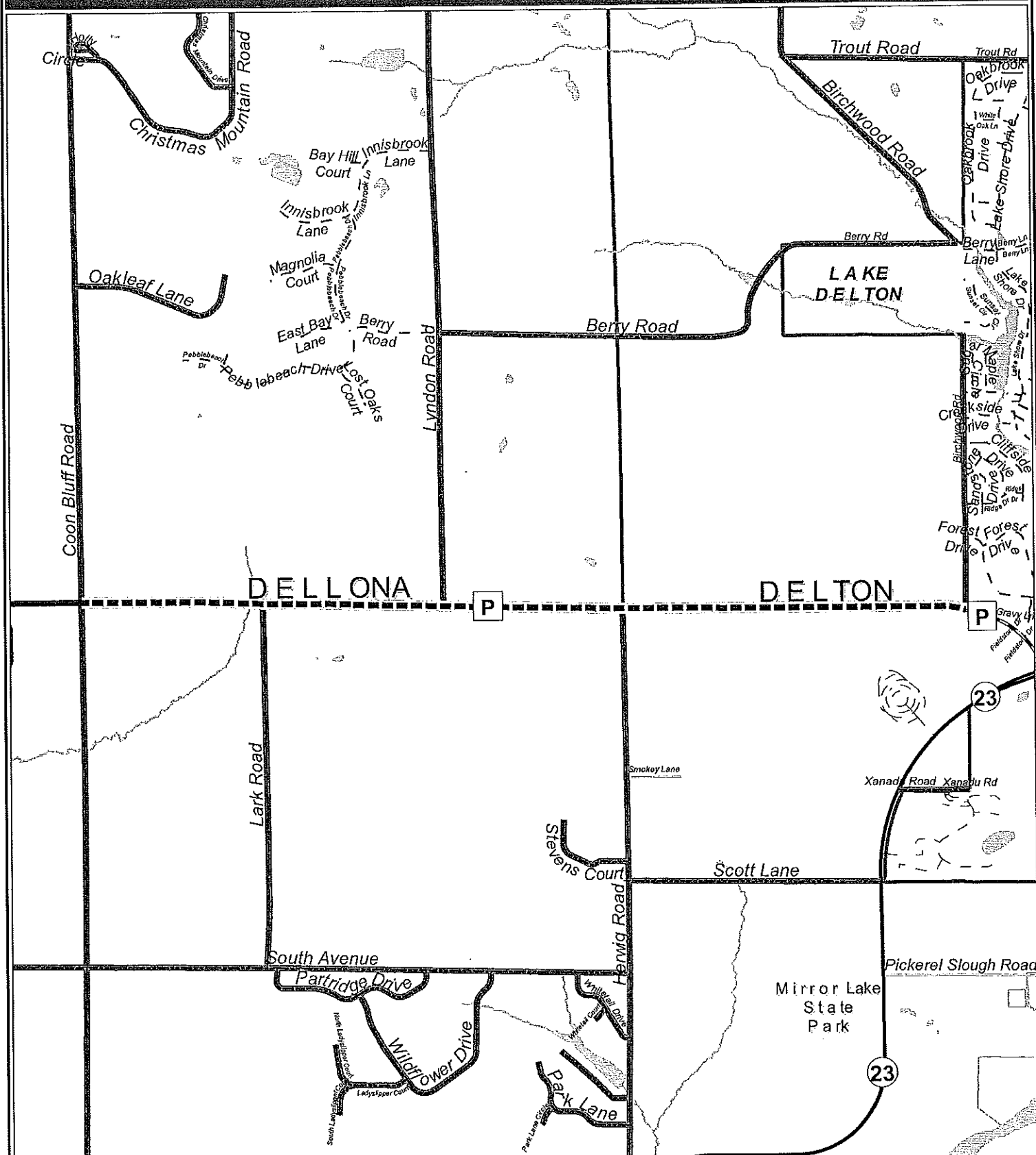
Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021

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# Sauk County ATV/UTV Routes and Trails

## CTHP - 2.47 Miles



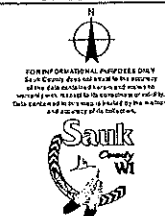
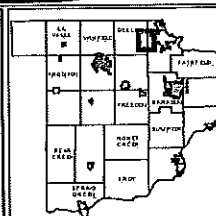
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- Sauk County - ATV Off-Road Trails
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- Sauk County - County & State Highway ATV Routes
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- Sauk County - PROPOSED County Highway ATV Routes
- Sauk County - PROPOSED State Highway ATV Routes

### Roadways

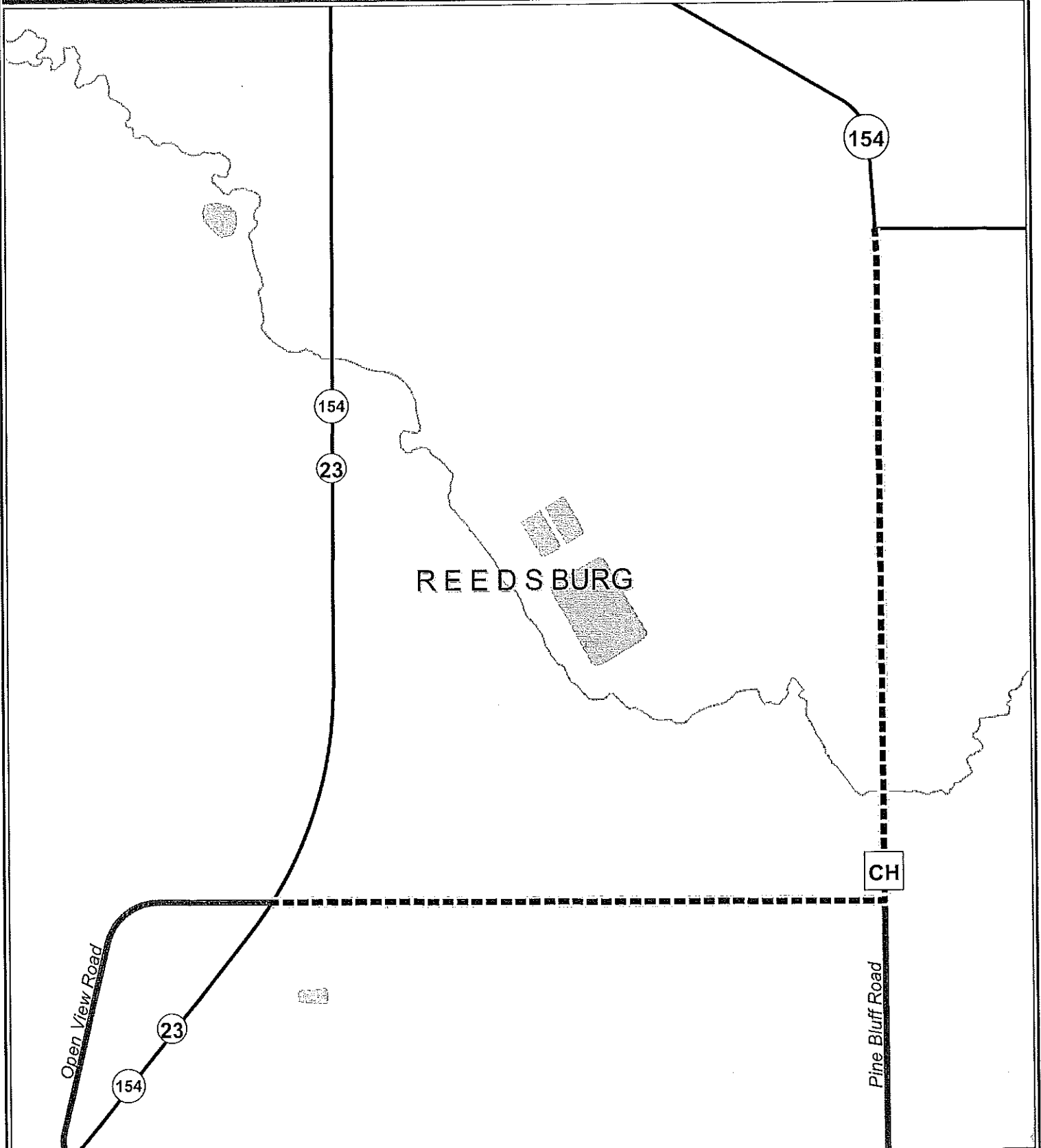
- Interstate
- Federal
- State
- County
- Town
- Municipal
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- Ramp

Application for ATV/UTV Routes  
County & State Highways  
Last Updated: January 20, 2021



# Sauk County ATV/UTV Routes and Trails

## CTH CH - 1.15 Miles



### ATV/UTV Routes & Trails

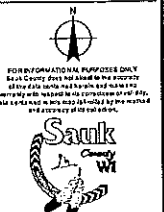
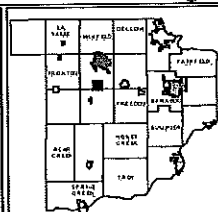
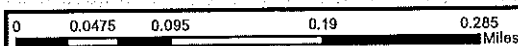
- Sauk County - ATV Off-Road Trails
- Sauk County - City & Village Street ATV Routes
- Sauk County - Town Road ATV Routes
- Sauk County - County & State Highway ATV Routes
- Juneau & Richland County ATV Routes
- Sauk County - PROPOSED County Highway ATV Routes
- Sauk County - PROPOSED State Highway ATV Routes

### Roadways

- Interstate
- Federal
- State
- County
- Town
- Municipal
- Private-Named
- Private
- Ramp

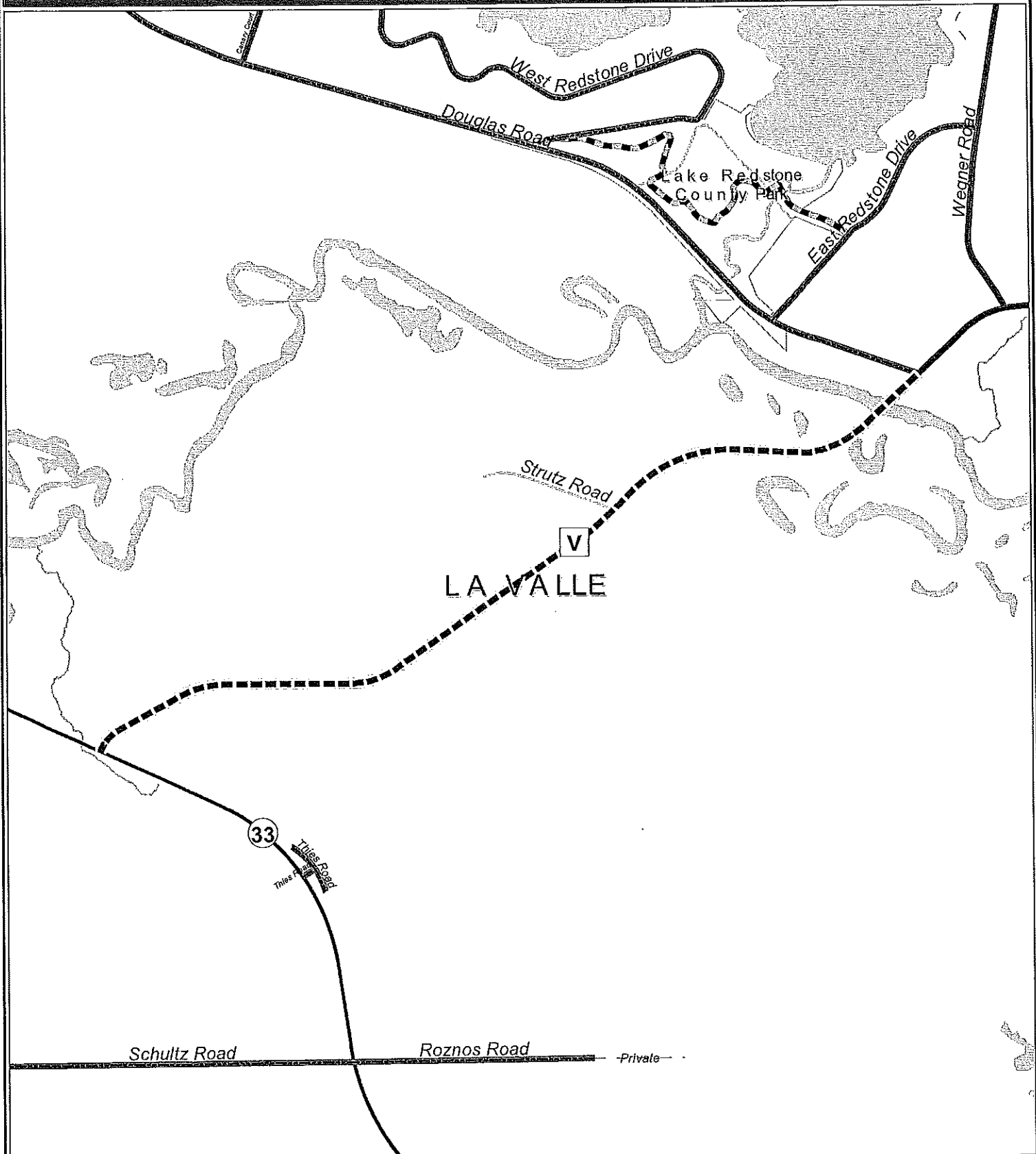
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# Sauk County ATV/UTV Routes and Trails

## CTH V - 1.25 Miles



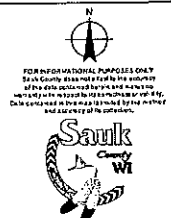
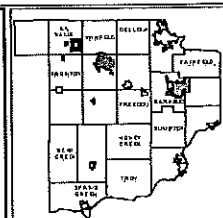
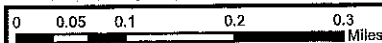
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### Roadways

- |            |               |
|------------|---------------|
| Interstate | Muni          |
| Federal    | Alley         |
| State      | Private-Named |
| County     | Private       |
| Town       | Ramp          |

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# Sauk County ATV/UTV Routes and Trails

## CTH D - 1.12 Miles

Seeley Creek Road

Seeley Creek Road

D

WESTFIELD

D

PF

HONEY CREEK

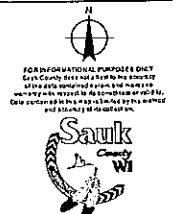
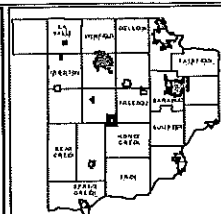
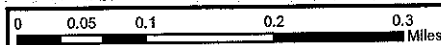
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- |            |               |
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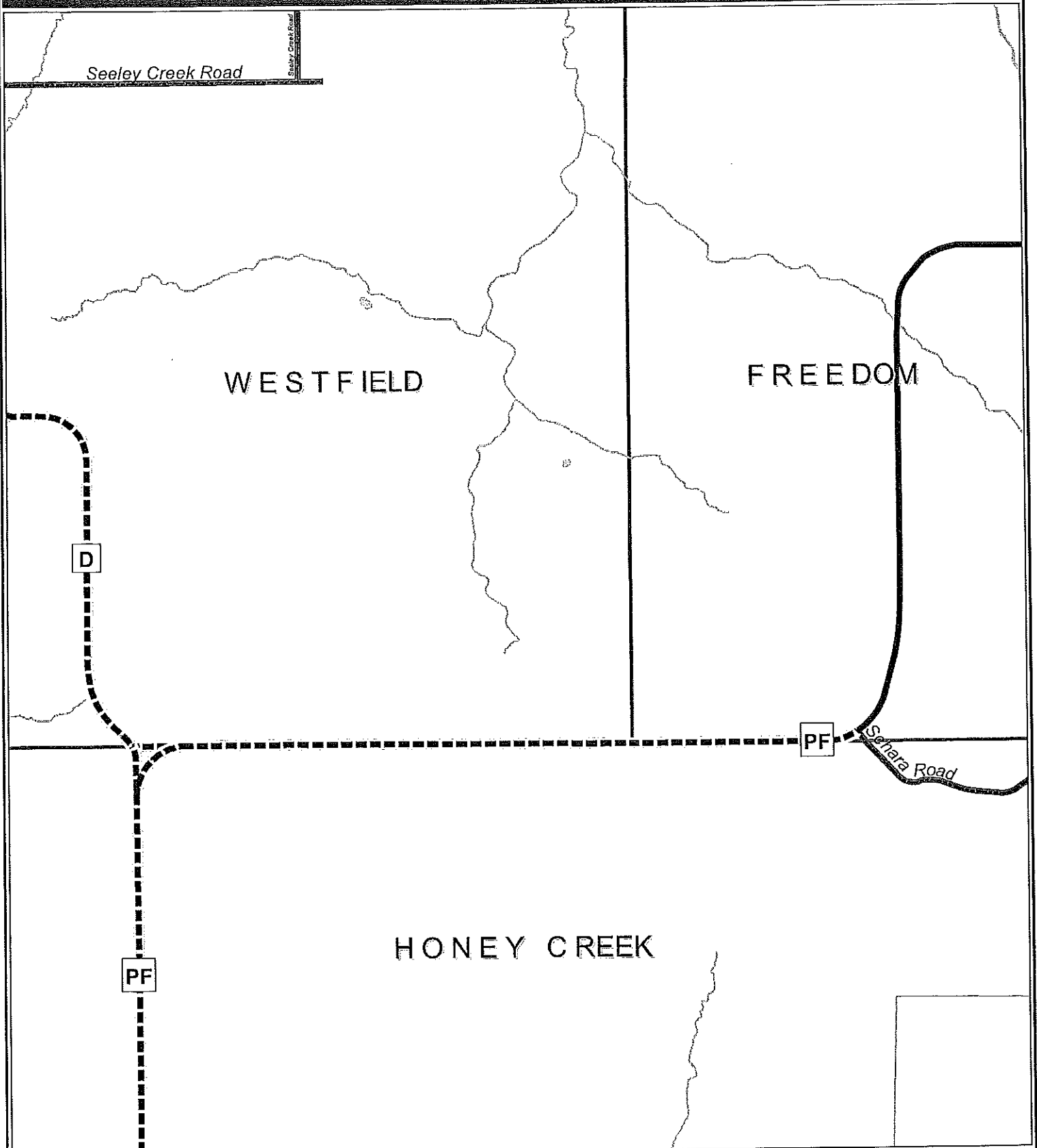
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# Sauk County ATV/UTV Routes and Trails

## CTH PF - 1.15 Miles



### ATV/UTV Routes & Trails

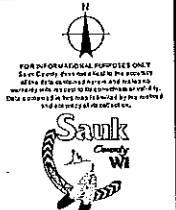
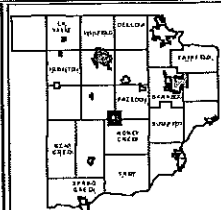
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# Sauk County ATV/UTV Routes and Trails

## STH 58 - 0.85 Mile

LA VALLE

Pearson Road

58

Rabuck Road

IRON TON

Branton Road

Iron Street

IRON TON

### ATV/UTV Routes & Trails

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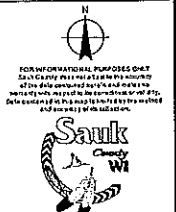
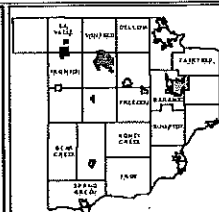
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0 0.0375 0.075 0.15 0.225 Miles



# Sauk County ATV/UTV Routes and Trails

## CTH G - 1 Mile

SPRING GREEN

G

Garden Path Road

West Prairie View Road

East Prairie View Road

23

14

Sommerset Rd

Sycamore Dr

Locust Dr

Cedar Dr

Jordan Way

Jordan Way

Westmor St

Tamarack Rd

Tamarack Road

G

SPRING GREEN

Evergreen Way

N Baltimore St

W Cincinnati St

Baker St

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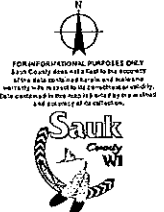
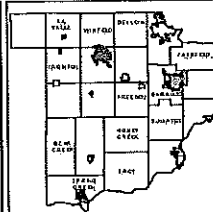
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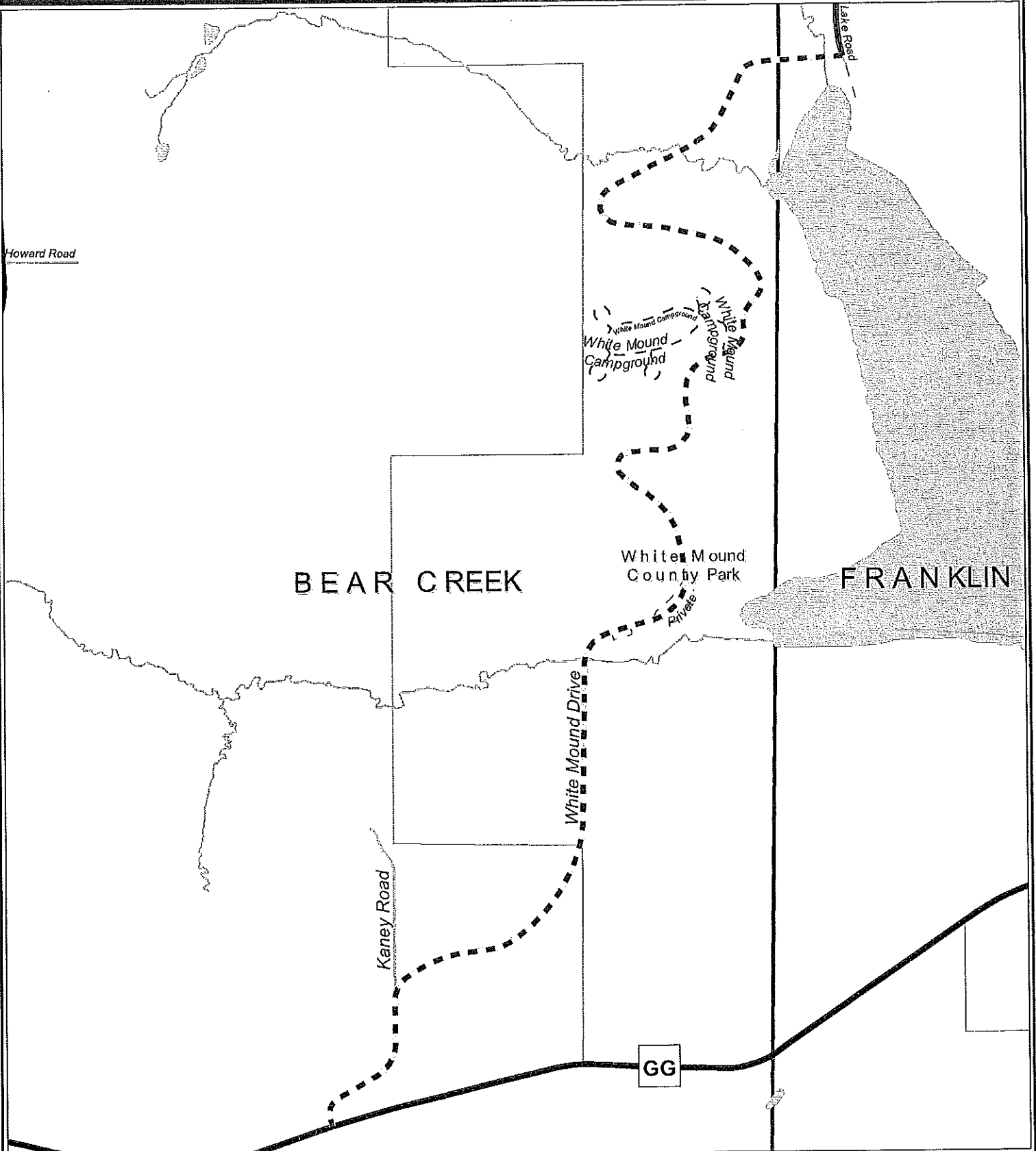
35

0 0.0375 0.075 0.15 0.225 Miles



# Sauk County ATV/UTV Routes and Trails

## White Mound Drive - 2.14 Miles



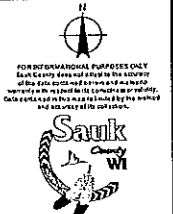
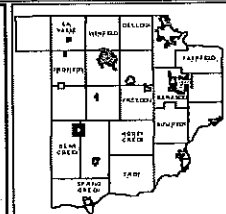
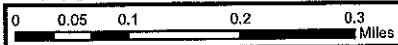
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## CHAPTER 15

### ALL-TERRAIN VEHICLE (ATV) AND UTILITY-TERRAIN VEHICLE (UTV) TRAIL CROSSINGS AND ROUTES ON HIGHWAYS IN SAUK COUNTY

15.001	Authority and purpose.	15.008	Construction and maintenance of ATV/UTV routes, approaches or crossings.
15.002	State laws and definitions adopted.	15.009	Operation on ATV/UTV routes and crossings.
15.003	Delegation to highway committee.	15.010	Enforcement.
15.004	Designation, modification, suspension and termination of ATV/UTV routes.	15.011	Penalties and remedies.
15.005	Application process for ATV/UTV routes.	15.012	Severability.
15.006	Criteria.		
15.007	Signage of ATV/UTV routes.		

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**15.001 Authority and purpose.** The Sauk County Board has considered the recreational and economic value of all-terrain vehicle (ATV) and utility-terrain vehicle (UTV) trail opportunities while also considering protecting the safety of all motorists and users of the roadway by maintaining the road edge, surface and integrity of the right-of-way, public safety, liability aspects, terrain involved, traffic density, and history of automobile traffic. The establishment of this ordinance is for the recreational and economic value to the ATV/UTV public and Sauk County makes no warranty expressed or implied that the routes, crossings, or trails are safe for the operation of these motorized vehicles. After due consideration, this ordinance is created pursuant to county board authority under Wis. Stat. §§ 59.02, 23.33(8)(b) and 23.33(11).

**15.002 State laws and definitions adopted.** (1) Except as otherwise provided in this chapter, the statutory provisions in Wis. Stat. chs. 23, 340 to 348, and 350 establishing definitions and regulations with respect to ATVs and UTVs, and Wis. Adm. Code, ch. NR 64, All-Terrain Vehicles, exclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, are hereby adopted and by reference made a part of this chapter as if fully set forth herein. Unless otherwise provided in this chapter, any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this

ordinance. Any future amendments, revisions or modifications of the statutes or administrative codes incorporated herein are made a part of this chapter in order to secure uniform statewide regulation of ATVs and UTVs, except to the extent that the provisions of this chapter are more restrictive.

(2) As used in this chapter, the following term shall have the following meaning:

"Sponsor" means an individual, organization, ATV or UTV club, or municipality that submits an application to the Sauk County Highway Department for the designation of a county trunk highway or state bridge crossing as an ATV/UTV route and agrees to pay for the costs to make, install, and maintain ATV/UTV route signs.

#### **15.003 Delegation to highway committee.**

The Sauk County Highway Committee (Committee) is authorized to recommend segments of Sauk County trunk highways and state bridge crossings as ATV/UTV routes, in accordance with the provisions of Wis. Stat. § 23.33, Wis. Admin. Code Ch. NR § 64, and this chapter. Final approval shall require adoption of an ordinance by the Sauk County Board of Supervisors.

**15.004 Designation, modification, suspension and termination of ATV/UTV routes.** (1) The Sauk County Highway Department and Sheriff's Department shall monitor existing and review proposed ATV/UTV routes for compliance with this ordinance and to prevent unauthorized or

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adverse use of county trunk highways or unreasonable interference with other private or public property uses.

(2) Any individual, municipality, ATV or UTV club or organization may apply for an ATV/UTV route designation along, or a trail crossing over, a county trunk highway if they agree to sponsor the ATV/UTV route as required under Sauk Co. Code ss. 15.007 and 15.008.

(3) The highway commissioner shall apply the criteria listed in Sauk Co. Code s. 15.006 when evaluating a proposed ATV/UTV route designation for the Committee.

(4) The Sauk County Board of Supervisors may rescind or modify the designation of an ATV/UTV route by ordinance.

(5) The Committee may temporarily modify or suspend any ATV/UTV route designation upon recommendation of the highway commissioner or Sauk County Sheriff and shall immediately report such modification or suspension to the Sauk County Board of Supervisors for final approval or disapproval.

(6) The highway commissioner may, without prior approval of the Committee, modify or suspend any ATV/UTV route designation for up to 120 days whenever conditions require closure, upon failure of sponsor to pay for repairs and maintenance as provided in Sauk Co. Code ss. 15.007 and 15.008 or upon recommendation of the Sauk County Sheriff.

(7) The Sauk County Sheriff may temporarily close any ATV/UTV route whenever conditions require closure and shall immediately notify the highway commissioner of such closure.

(8) Upon county board adoption of a designated ATV/UTV route ordinance:

(a) The county clerk shall immediately send a copy of the ordinance to the Sauk County Highway Department, Wisconsin Department of Natural Resources, the state traffic patrol, the Sauk County Sheriff, and to the law enforcement agency and clerk of each municipality having jurisdiction over any of the county trunk highways to which the ordinance designating ATV/UTV route applies.

(b) A copy of designated ATV/UTV routes, along with a map showing their location, shall be kept on file at the highway department, provided

to the sheriff's department, and posted on the Sauk County website.

(9) Designation of segments of the Sauk County Highway System as ATV/UTV routes shall not imply and does not impose upon the Sauk County Highway Department a greater duty of care or responsibility for maintenance of those segments than for any other segment of county highway, nor does it guarantee the safety of the routes. Operators of ATVs/UTVs on county highways designated as an ATV/UTV route assume all the usual and normal risks of ATV/UTV operation.

(10) In addition to establishing ATV/UTV routes to connect ATV/UTV routes and trails as defined in Wis. Stat. § 23.33(1)(d), the Committee may establish routes for the purpose of connecting off-road trails established by private entities for the exclusive use of their members, their invitees, or other persons paying a fee for use of the trail. However, the use of the route along the roadway may not be limited to those persons approved by or paying a fee to the private entity.

(11) Under Wis. Stat. ss. 23.33(4)(d)3.b. and (11)(am)3., Sauk County authorizes the operation of ATVs/UTVs on State Trunk Highway bridges as shown on Sauk County's Approved ATV/UTV Map Book

In addition, all ATV/UTV operators must do the following:

a. Cross the bridge in the most direct manner practicable and at a place where no obstruction prevents a quick and safe crossing.

b. Stay as far to the right of the roadway or shoulder as practicable.

c. Stop the vehicle prior to the crossing.

d. Yield the right-of-way to other vehicles, pedestrians, and electric personal assistive mobility devices using the roadway or shoulder.

e. Exit the highway as quickly and safely as practicable after crossing the bridge.

**15.005 Application process for ATV/UTV routes.** (1) Anyone requesting an ATV/UTV route designation shall complete an application on a form prescribed by the highway commissioner in compliance with this ordinance, the Wisconsin Statute and Administrative Code, and file the

**ALL TERRAIN VEHICLE (ATV) AND  
UTILITY-TERRAIN VEHICLE (UTV) TRAIL CROSSINGS  
AND ROUTES ON HIGHWAYS IN SAUK COUNTY**

complete application with the highway department.

(2) A complete application must include the following:

(a) A map showing the proposed ATV/UTV route including all segments on a county trunk highway.

(b) A map showing any ATV/UTV routes and trails which intersect with the proposed ATV/UTV route.

(c) A sworn statement that the sponsor has legally enforceable permission from all affected landowners to use their property for the proposed ATV/UTV trail.

(d) A statement of reasons explaining why the county trunk highway segment or segments should be designated as an ATV/UTV route.

(e) If the sponsor is an organization, the names and addresses of its officers, the date when the organization was established or incorporated, the number of members, and a copy of the organization bylaws.

(f) A statement that the sponsor will execute a support and maintenance agreement with Sauk County for financial and maintenance support of the proposed route including payments for the procurement, installation, and maintenance of the required ATV/UTV route signs and approaches in right-of-way required by applicable state statutes and administrative codes and the provisions of this ordinance.

(g) A copy of a supporting resolution or ordinance of the municipality in which the ATV or UTV route is located.

(3) Upon receipt by the Highway Department of an application for an ATV/UTV route designation, the highway department shall notify any municipality in which the proposed ATV/UTV route designation is located of the application.

(4) The highway commissioner shall review a complete application for conformance with the criteria set forth in Sauk Co. Code s. 15.006, and with all applicable state, federal and local laws and regulations.

(5) The highway commissioner shall make a report and recommendation to the Committee on each complete application for a designation of a segment of county trunk highway segment or state bridge crossing as an ATV/UTV route.

(6) The Committee will consider the highway commissioner report and the criteria in Sauk Co. Code s. 15.006 in determining whether to approve or deny an application for ATV/UTV route designation.

**15.006 Criteria.** The following shall be considered in examining an ATV/UTV route designation application:

(1) Is the application sufficiently complete, detailed and documented.

(2) Does the proposed route conform with all applicable state, federal, and local laws and regulations.

(3) Does each affected municipality support the proposed ATV/UTV routes within their jurisdiction, and was each affected municipality notified of the application.

(4) Is there a need for the ATV/UTV route designation of the county trunk highway.

(5) Does the requested segment connect segments of ATV/UTV trail or route networks.

(6) Length of segment requested.

(7) The safety of all users, including ATV/UTV riders, pedestrians, bicyclists, motorcyclists, motor vehicle operators, and other transportation users.

(8) Posted speed limit of the roadway.

(9) Traffic volume on requested segment.

(10) Pavement condition (PASER Rating).

(11) Pavement width.

(12) Vertical or horizontal alignment safety concerns.

(13) Crossings free from obstructions.

(14) Report and recommendation of the Sauk County Highway Commissioner.

(15) Sauk County Sheriff review and recommendation.

(16) Hours of operation on connected local routes.

(17) Public input.

**15.007 Signage of ATV/UTV routes.** (1) The sponsor for an ATV/UTV route designation shall pay for the projected cost of procurement and installation of signs relating to the ATV/UTV route, as determined by the highway commissioner. The highway commissioner shall prepare an estimate of the cost of procurement and

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installation of the signage and furnish the estimate to the sponsor.

(2) Upon passage of an ordinance designating an ATV/UTV route on a county trunk highway, the sponsor shall provide the highway department payment of the full cost for procurement and installation of signs for the approved ATV/UTV route. Failure to make payment in full may result in the highway commissioner suspending the designated ATV/UTV route until payment in full is received by the Sauk County Highway Department.

(3) The Sauk County Highway Department is solely responsible for ATV/UTV route signage installation and no person may install any sign on a designated ATV/UTV route without written authorization of the highway commissioner.

(4) All required signs shall be in accordance with state statutes and administrative codes applicable to ATV/UTV routes on county trunk highways and bridge crossings.

(5) No person may erect, remove, obscure, or deface any authorized ATV/UTV route sign without written authorization of the highway commissioner.

(6) A sponsor is solely responsible for all ATV/UTV route sign maintenance and repair costs. Upon determining need for repair or maintenance, the highway commissioner shall provide to the sponsor of an approved ATV/UTV route a statement of the cost for repair and maintenance. Full payment for cost of repair and maintenance must be paid to the highway department within 30 days receipt of statement. Failure to make payment in full may result in temporary suspension of the designated ATV/UTV route until payment is made in full.

**15.008 Construction and maintenance of ATV/UTV routes, approaches or crossings.**

Required construction and maintenance of crossings and routes shall be performed as follows:

(1) A sponsor shall furnish all materials, do all work, and pay all costs in connection with the construction or maintenance of the approach or crossing and its appurtenances within the right-of-way to the standards required by the county. The county shall not give, sell, or otherwise provide any equipment, labor, or materials for the project.

(2) A sponsor shall construct any roadway approach or crossing utilizing a pre-approved plan and traffic control procedure explained by an authorized highway department employee. The highway department shall inspect the site of each route and each crossing before and during construction to ensure compliance with requirements.

(3) Maintenance of approaches or crossings is the responsibility of the organization or person signing the application. The highway department may monitor approaches and crossings on a periodic basis. The results of these reviews may indicate a need for maintenance. In such case, the highway department will notify the person signing the application of those needs and the person or organization will have 10 days to complete the necessary maintenance or repairs. Failure to timely complete the necessary maintenance or repairs may result in the suspension or closure of the approved ATV/UTV route.

(4) No revisions or additions shall be made to the route or crossing or its appurtenances on the right-of-way without the written permission of the Committee.

(5) All construction and maintenance shall be done subject to the rules and regulations prescribed by the highway department and be performed and completed to the highway department's satisfaction.

(6) All trails, approaches, and crossings must meet and comply with all local regulations and ordinances.

**15.009 Operation on ATV/UTV routes and crossings.** (1) No person shall operate an ATV or UTV on a county trunk highway unless the county trunk highway has been designated as an ATV/UTV route by the Committee and the Sauk County Board of Supervisors, except for operation that is allowed under state statute or administrative code.

(2) No person shall operate an ATV or UTV on a county trunk highway designated as an ATV/UTV route if the county trunk highway is closed for any reason.

(3) The following restrictions apply to operation of ATVs and UTVs on all county trunk highways designated as ATV/UTV routes:



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(a) Operators shall abide by all traffic laws, including the rules of operation and equipment requirements contained in Wis. Stat. § 23.33 and Wis. Adm. Code. ch. NR 64, unless further restricted by this chapter.

(b) ATVs and UTVs may only be operated on an approved ATV/UTV route between ½ hour before sunrise and ½ hour after sunset.

(c) ATVs and UTVs shall be operated on a route at a safe speed not to exceed 35 miles per hour unless a reduced speed is otherwise required by law or roadway conditions.

(d) All ATV and UTV operators shall slow to a safe and prudent speed when there are animals on or near the roadway.

(e) All ATVs and UTVs must operate with fully functional headlights, taillights, and brake lights.

(f) All ATV or UTV operators shall ride in single file on the extreme right-hand side of the paved portion of the highway. Operation on the gravel shoulders, grassy in-slope, ditches, or other highway right-of-way is prohibited. Left turns may be made from any part of the highway when it is safe given prevailing conditions.

(g) Crossing should be made only at a place where no obstruction prevents a quick and safe crossing. "Obstruction" includes, but is not limited to, impairment of view and potentially hazardous roadway conditions.

(h) No person under the age of 16 may operate an ATV or UTV on any segment of a county trunk highway that is a designated ATV/UTV route.

(i) Every person who operates an ATV or UTV on any segment of a county trunk highway which is designated as an ATV/UTV route shall have in his or her immediate possession a valid motor vehicle operator's license, and shall display the license document upon demand from any law enforcement officer, state patrol officer, inspector under Wis. Stat. § 110.07(1), conservation warden, or municipal peace officer.

(j) No person may ride in or on any part of an ATV or UTV that is not designated or intended to be used by passengers.

(k) No operator or passenger of an ATV or UTV may possess, in or on an ATV or UTV on any county trunk highway, any bottle or receptacle containing alcohol beverages if the bottle or receptacle has been opened, the seal has been

broken or the contents of the bottle or receptacle have been partially removed or released.

(1) All ATV and UTV equipment is required to have applicable liability insurance and have proof of insurance.

**15.010 Enforcement.** (1) This chapter shall be enforced by any law enforcement official as set forth in Wis. Stat. § 23.33(12).

(2) Adoption of this chapter shall not prohibit any law enforcement officer or DNR warden from proceeding under any other ordinance, regulation, statute, law or order that pertains to the subject matter under this chapter.

**15.011 Penalties and remedies.** (1) Any person who violates any section of this ordinance or statutes adopted by reference, other than a violation under s. 15.011(3) of this ordinance, shall pay a forfeiture of not less than \$50.00 nor more than \$500.00 for each offense, as established in Sauk Co. Code ch. 20. Said forfeiture is exclusive of mandatory assessments and costs.

(2) If it cannot be readily determined which individual is directly responsible for damage to or destruction of a route designation requirement, the person having signed the permit application shall be deemed responsible and cited for violations. A statement to that effect shall appear on the application above the signature line. A failure to pay such forfeiture may form a basis for revocation of a permit.

(3) The penalty for operating an ATV/UTV off the roadway of a designated ATV/UTV route to include the grassy in-slope, ditches, or other highway right-of-way; other than for direct access from a trail to a roadway on a designated trail, or operating outside of permitted times for route use, or operating in excess of permitted speed; shall result in a forfeiture of not less than \$100.00 nor more than \$250.00, as established in Sauk Co. Code ch. 20. Said forfeiture is exclusive of mandatory assessments and costs.

(4) In addition to any forfeiture, a court may order restitution to repair any damage caused by violation of this chapter.

**15.012 Severability.** Should any portion of this chapter be declared by a court of competent

**ALL TERRAIN VEHICLE (ATV) AND  
UTILITY-TERRAIN VEHICLE (UTV) TRAIL CROSSINGS  
AND ROUTES ON HIGHWAYS IN SAUK COUNTY**

jurisdiction to be invalid, the same shall not affect the validity of the chapter as a whole or any part thereof, other than the part declared invalid.

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Chapter 15 was created and adopted by the Sauk County Board of Supervisors on April 16, 2013 - Ordinance No. 06-13. Amended by the Sauk County Board of Supervisors on December 16, 2014 - Ordinance No. 13-14. Amended by the Sauk County Board of Supervisors on August 18, 2015 - Ordinance No. 11-15. Amended by the Sauk County Board of Supervisors on May 17, 2016 - Ordinance No. 3-16. Clarifying that all ATV & UTV routes shall be approved by the Sauk County Board of Supervisors - adopted by the Sauk County Board of Supervisors on April 18, 2017 - Ordinance No. 5-17. Amended by the Sauk County Board of Supervisors on April 18, 2017 - Ordinance No. 6-17. Maps amended by the Sauk County Board of Supervisors on September 19, 2017 - Ordinance No. 11-17. Repealed and recreated by the Sauk County Board of Supervisors on October 16, 2018 - Ordinance No. 17-18. Amended by the Sauk County Board of Supervisors on February 19, 2020 - Ordinance 1-20 (pg 42). Amended by the Sauk County Board of Supervisors on June 16, 2020 - Ordinance 2-20 (pgs 51-66).

ORDINANCE NO. 3 - 2021

AN ORDINANCE APPROVING A MAP AMENDMENT (REZONING) OF LANDS IN  
THE TOWN OF WOODLAND REMOVING PROPERTY LEGALLY DESCRIBED  
IN PETITION 01-2021 FROM A SHORELAND-WETLAND DISTRICT UPON THE  
PETITION OF ALVIN HELMUTH, PROPERTY OWNER

*Background: Alvin Helmuth owns property in the NW ¼, NW ¼, Section 32, T13N, R3E Town of Woodland, and have requested a map amendment (rezoning) of property legally described in petition 01-2021 out of the Shoreland-Wetland District. The intent of the map amendment (rezoning) is to allow for a wooden bridge through a wetland to access agricultural structures from the dwelling.*

*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 January 26, 2021; the LRE Committee made findings pursuant to Sauk County Code of Ordinance §8.007 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 01-2021, as filed with the Sauk County Clerk, under the Sauk County Zoning Ordinance, Chapter 8 SCCO, be approved and the designated map area be removed from the Shoreland-Wetland District.

For consideration by the Sauk County Board of Supervisors on February 16, 2021.

Respectfully submitted,

LAND RESOURCES AND ENVIRONMENT COMMITTEE

\_\_\_\_\_  
Martin Krueger, Chair

\_\_\_\_\_  
Peter Kinsman, Vice Chair

\_\_\_\_\_  
Ross Curry

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

\_\_\_\_\_  
Rob Nelson

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

\_\_\_\_\_  
Dennis Polivka

RESOLUTION NO. 17 - 2021

APPROVING A COOPERATOR AGREEMENT WITH THE WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE, AND CONSUMER PROTECTION AND AUTHORIZING THE LAND RESOURCES AND ENVIRONMENT DIRECTOR TO EXECUTE THE AGREEMENT

*Background: The Sauk County Land Resources and Environment Department petitioned the Wisconsin Department of Agriculture, Trade, and Consumer Protection to establish the Fairfield Agricultural Enterprise Area in 2012 and the Bear Creek Agricultural Enterprise Area in 2020. The establishment of these Agricultural Enterprise Areas (AEA) encourages communities to preserve agricultural land for the future while promoting the local agro-economy and investing in local land and water resources. An AEA enables landowners to sign farmland preservation agreements that keep land in agricultural use for 15 years and to meet state soil and water conservation standards. In return, the landowner may claim the farmland preservation tax credit annually. The department applied for and was awarded an AEA Cooperator Grant that will provide incentive payments to landowners who enter into Farmland Preservation Agreements in 2021. The Cooperative Agreement is attached and outlines the grant details.*

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

WHEREAS, the Cooperator Agreement must be approved and executed in order for the incentive program to be initiated in the Fairfield and Bear Creek Agricultural Enterprise Areas; and,

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors met in regular session, hereby approves the Cooperative 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 Cooperative Agreement with the Wisconsin Department of Agriculture, Trade, and Consumer Protection Department.

For consideration by the Sauk County Board of Supervisors on February 15, 2021.

Respectfully submitted,

SAUK COUNTY LAND RESOURCES AND ENVIRONMENT COMMITTEE

\_\_\_\_\_  
MARTY KRUEGER, CHAIR

\_\_\_\_\_  
PETER KINSMAN, VICE CHAIR

\_\_\_\_\_  
ROSS CURRY

\_\_\_\_\_  
ROB NELSON

\_\_\_\_\_  
BRANDON LOHR

\_\_\_\_\_  
DENNIS POLIVKA

\_\_\_\_\_  
RANDY PUTTKAMER

\_\_\_\_\_  
VALERIE MCAULIFFE

Fiscal Note: The 2021 budget includes \$33,000 in Agriculture Enterprise Area Grant funding.

MIS Note: No new MIS impact.

**Exhibit A**



State of Wisconsin  
Governor Tony Evers

**Department of Agriculture, Trade and Consumer Protection**  
Secretary-designee Randy Romanski

## **AGREEMENT BETWEEN**

## **WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION**

## **AND**

## **SAUK COUNTY**

The Wisconsin Department of Agriculture, Trade and Consumer Protection (DEPARTMENT) and Sauk County (COUNTY) enter into this agreement (AGREEMENT) to provide landowner incentives for enrolling in farmland preservation agreements under s. 91.62, Wis. Stats., for works performed over the calendar years between January 1, 2021 (start date) and December 31, 2021 (end date).

This document, including the attached Appendices, constitutes the entire agreement between the DEPARTMENT and the COUNTY. This AGREEMENT supersedes any prior communications or understandings related to the subject matter of this AGREEMENT. The parties may agree in writing to amend this AGREEMENT, prior to the end date of this AGREEMENT.

### **I. COUNTY OBLIGATIONS:**

The COUNTY agrees to do all the following:

- A. Perform or arrange for others to perform the following during the work period with a start date of January 1, 2021 and an end date of December 31, 2021:
  1. Conduct outreach and education related to the farmland preservation program targeting landowners in the Fairfield and Bear Creek Agricultural Enterprise Areas.
  2. Work with eligible landowners to sign up for farmland preservation agreements under s. 91.62, Wis. Stats. as a means to increase conservation, acres under nutrient management plans, and to reduce sediment delivery to surface waters through implementation of conservation compliance standards.
- B. By February 15, 2022, provide the DEPARTMENT a report on work activities performed and deliverables provided during the grant period. The DEPARTMENT may request additional information or reports before making any reimbursements or for any other purposes consistent with this agreement.
- C. Perform all work to the satisfaction of the DEPARTMENT under this Agreement as more fully specified in the APPENDICES. The COUNTY agrees not to seek reimbursement from more than one funding source for the same expense incurred in performance of this agreement.

## Agreement between DATCP and Sauk County

D. Seek reimbursement for costs not to exceed \$33,300 for allowable costs specified below.

The COUNTY may request up to \$300.00 for support costs incurred by COUNTY in the performance of obligations under this Agreement:

- a. Mileage per allowable state rates. Funds under this agreement may not be used to lease or purchase a vehicle.
- b. Expenses to provide project-related training or attend project related meeting including travel (vehicle travel shall be billed as mileage), lodging meals, and other meeting and workshop costs for teleconferencing or video conferencing.
- c. Costs related to conducting public meetings and hearings, including room rentals.
- d. Costs for information and education materials, newsletters, office supplies, maps and plats, photocopying, printing, and postage.
- e. Other expenses incurred as a part of outreach initiatives that are not defined as ineligible.

The COUNTY may request up to \$33,000 for:

1. A \$2,000 incentive payment for each applicant of a farmland preservation agreement for a 200 acre or less farm under s. 91.62, Wis. Stats. during the grant period in either the Fairfield or Bear Creek Agricultural Enterprise Areas. The incentive payment may only be reimbursed to the COUNTY once the farmland preservation agreement is recorded in the office for the Sauk County Register of Deeds.

2. A \$3,000 incentive payment for each applicant of a farmland preservation agreement for greater than 200 acres of farmland under s. 91.62, Wis. Stats. during the grant period in either the Fairfield or Bear Creek Agricultural Enterprise Areas. The incentive payment may only be reimbursed to the COUNTY once the farmland preservation agreement is recorded in the office for the Sauk County Register of Deeds.

The following expenses are ineligible for reimbursement:

1. Indirect costs or fees.
2. The lease, purchase or other acquisition of an interest in a vehicle or real property.
3. Project activities and project development costs incurred prior to the start date of this AGREEMENT, or after the end date of this AGREEMENT.
4. Funds under this AGREEMENT may not be used, directly or indirectly, for lobbying purposes.
5. Salaries and fringe benefits from employees of the COUNTY (per s. 20.115(7)(qf), Wis. Stats.).

E. Submit separate reimbursement requests, on a DEPARTMENT-approved form, documenting eligible costs incurred in performance of this AGREEMENT, with the final request for reimbursement submitted no later than February 15, 2022. The COUNTY shall provide an itemized breakdown of costs by these categories: (1) Support costs incurred by COUNTY in the performance of obligations under this AGREEMENT (2) incentive payments for applicants of farmland preservation agreements.

## Agreement between DATCP and Sauk County

F. The COUNTY will keep records of the COUNTY's activities under this agreement, including records of all funds received and spent, and records to support the COUNTY's reimbursement requests under this agreement. The COUNTY will keep financial records according to generally accepted accounting principles and practices.

The COUNTY will keep these records for at least 3 years, or until the DEPARTMENT completes an audit of the COUNTY's performance, whichever occurs first. In the event of a dispute involving records, the DEPARTMENT may require the COUNTY to keep those records for an additional period of time as specified by the DEPARTMENT.

The COUNTY will make the records available to the department or its designee for inspection, audit and copying upon request. The COUNTY will provide proper facilities for the inspection, audit or copying.

G. Comply with all other terms of this Agreement.

## II. DEPARTMENT OBLIGATIONS:

The DEPARTMENT agrees to do all the following:

- A. Support the COUNTY in its project implementation efforts including outreach and education, and technical assistance and other areas identified in the contract.
- B. Reimburse the COUNTY for allowed costs for work performed and deliverables provided, subject to compliance with the requirements of this Agreement. Reimbursements will be made for allowable costs as specified above in I. D. only after this agreement is signed by all required parties.
- C. The DEPARTMENT's obligation to make payments is contingent upon funds appropriated by the Legislature. Reduction in those appropriations may be necessary due to budget shortfalls. The DEPARTMENT will notify the COUNTY if a reduction in the AGREEMENT amount is necessary as the result of a reduction in the legislative appropriation. In that circumstance, the DEPARTMENT and COUNTY may adjust the workplan commensurate with any reductions by written agreement or exercise the right of termination provided by this Agreement.
- D. The DEPARTMENT in its sole discretion may pursue remedies against the COUNTY for the failure to perform the requirements of this Agreement.
- E. Comply with other applicable terms of this agreement.

## III. AGREEMENT EXTENSION

Unspent funds allocated to the COUNTY in 2021 may be extended until December 31, 2022 if the COUNTY files a written request by December 31, 2021, identifying funds it does not anticipate spending, and further provides the DEPARTMENT, by no later than February 15,



## Agreement between DATCP and Sauk County

2022, documentation identifying all work under the 2022 AGREEMENT remaining to be completed and a workplan for utilizing these funds in 2022.

### **IV. STANDARD TERMS AND CONDITIONS**

To the extent permitted by law, comply with the State of Wisconsin standard State contract provisions, Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurement for Services (DOA-3681), attached to and made part of this AGREEMENT in Appendix B. In the event of a conflict between any provision contained in Appendix B and any other provision of this AGREEMENT, such other provision shall prevail over the conflicting provision in Appendix B.

### **V. LOBBYING:**

The COUNTY may not use funds received under this AGREEMENT, directly or indirectly, for lobbying activities of any kind. Materials printed, reproduced or distributed under this AGREEMENT may not advocate a particular position on any state legislation or state agency action, nor may they encourage the recipient to contact or lobby any state legislative or agency official for lobbying purposes.

### **VI. TERMINATION OF AGREEMENT:**

Either party may terminate this AGREEMENT by giving at least 30 days prior written notice to the other party. The DEPARTMENT reserves the right to cancel any AGREEMENT, in whole or in part, without penalty, due to non-appropriation of funds or the COUNTY's failure to comply with this AGREEMENT.

If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT's liability is limited to the actual costs incurred by the COUNTY as of the date of termination, the other terms of this AGREEMENT, plus any termination expenses incurred with the prior written approval of the DEPARTMENT.

### **VII. CONTACTS:**

Communications regarding this AGREEMENT will be directed to the following persons, or persons subsequently designated by the parties:

COUNTY – Sauk County Land Resources and Environment Department  
Brian Sadler 608-355-4841  
Melissa Schlupp 608-355-4838

DEPARTMENT – Katy Smith 608-224-4621  
Wednesday Jordan 608-224-4611

Agreement between DATCP and Sauk County

**VIII. FUNDING SOURCE:**

This AGREEMENT is funded pursuant to an appropriation under Wis. Stat. § 20.115(7)(qf), Wis. Stats. SEG fund 274. The Land and Water Conservation Board (LWCB) has recommended funding under Wis. Stats. § 92.14.

**XIV. COUNTERPARTS; ELECTRONIC SIGNATURES:**

This AGREEMENT may be executed in multiple originals, which together shall constitute a single contract. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. ch. 137 to execute this AGREEMENT.

**XV. EFFECTIVE DATE:**

This AGREEMENT will become effective when all parties have signed it. The date this AGREEMENT is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this AGREEMENT.

Each undersigned representative of the DEPARTMENT and the COUNTY certifies that he or she is fully authorized to enter into the terms of this AGREEMENT on behalf of the entity they represent and to execute and legally bind such party to this AGREEMENT.

NOW, THEREFORE, in consideration of their mutual AGREEMENTs, the parties agree to the terms and conditions in this contract.

SAUK COUNTY

By \_\_\_\_\_ Dated: \_\_\_\_\_, 2021  
Lisa Wilson, Director  
Sauk County Land Resources and Environment Department

WISCONSIN DEPARTMENT OF AGRICULTURE,  
TRADE AND CONSUMER PROTECTION

By \_\_\_\_\_ Dated: \_\_\_\_\_, 2021  
Sara Walling, Division Administrator  
Agricultural Resource Management

## APPENDIX A

### 2021 Workplan

Sauk County Land Conservation will use DEPARTMENT grant funds to coordinate farmland preservation outreach efforts designed to increase participation in the Fairfield and Bear Creek County Agricultural Enterprise Areas. Activities accomplished through this AGREEMENT will:

- A. Increase Farmland Preservation Program participation in Sauk County (through signed and recorded agreements in AEAs).
- B. Increase conservation compliance and total acres under nutrient management plans.
- C. Implement goals of the Sauk County Land and Water Resource Management Plan:
  - a. Encourage landowners to implement practices to meet “T” (tolerable soil loss) on all cropped fields.
  - b. Reduce delivery of manure, other waste materials and sediment to surface waters.
  - c. Assist landowners and local units of government with programs and policies that encourage preservation of prime farmland and implementation of soil and water conservation standards.

The following 2021 workplan contains specific activities Sauk County Land Conservation Department will complete to implement objectives listed above:

- A. Outreach and Education
  - 1. Contact the landowners who signed in support of the original AEA petitions for the Fairfield and Bear Creek AEAs by letter to promote the project. The county may use its discretion to contact all original petitioners or those landowners who have not signed a farmland preservation agreement.
  - 2. Contact farmers or renters through mailings, by phone and in person within the Fairfield and Bear Creek AEAs to promote the project.
  - 3. Develop promotional materials and postings on social media sites to promote the project and the farmland preservation program.
  - 4. Contact local Coops, CCAs, “Friends” groups, farm and environmental organizations and economic development corporations to share information about the project, the Fairfield and Bear Creek County AEAs.
  - 5. Attend town board meetings within the project area, correspond with town and county officials or coordinate a meeting in each AEA to promote the project and explain eligibility requirements related to farmland preservation agreements and conservation compliance.
  - 6. Coordinate with DEPARTMENT’s Farmland Preservation Program Manager to develop outreach materials such as flyers, FAQs, brochures and postcards as needed to highlight the project. Topics should include soil and water conservation standards, the Fairfield and Bear Creek AEAs, and other topics related to the Farmland Preservation Program.
- B. Prepare Farmland Preservation Agreements in Cooperation with Eligible Landowners
  - 1. Work with interested landowners to apply for farmland preservation agreements on eligible lands.

2. Meet with landowners/farmers one-on-one to walk over their farm, share information about conservation, available technical and financial resources, and refer landowners to appropriate partners to meet conservation goals.
- C. Other relevant activities
1. Other activities relevant to Items A-B that are not defined herein but are relevant to project initiatives.
  2. Contribute information and identify contacts to enable DEPARTMENT's Farmland Preservation Program Manager to prepare content for an Agricultural Enterprise Area "Snapshot" for either the Fairfield or Bear Creek AEAs.

## Standard Terms and Conditions (Request for Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

**15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

**16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

**17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

**18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

**19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

**19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

**19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

**19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

**19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

**19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

**20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

**21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

**22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

**23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

**23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract.

Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

**23.3** The state reserves the right to require higher or lower limits where warranted.

**24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

**25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

**34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog

for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.





## Supplemental Standard Terms and Conditions for Procurements for Services

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
- 2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and
- 2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
- 2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)
- He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision,
- 3.2** in writing, if those activities of the potential contractor will not be adverse to the interests of the state.
- 3.3** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.
- The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.
- It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The

contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

RESOLUTION NO. 18 - 2021

**AUTHORIZING/APPROVING THE REAUTHORIZATION OF WORKERS COMPENSATION  
SELF INSURANCE FOR MARCH 2021 TO MARCH 2024**

**Background:**

*Every three years each self-insured political subdivision must provide the Wisconsin Department of Workforce Development with a resolution, passed by the governing body that states its intent and agreement to self-insure. [Wisconsin Administrative Code DWD 80.60(3)]*

*The County Board of Supervisors previously adopted the Workers Compensation program and costs for 2021 in December of 2020.*

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

**WHEREAS**, Sauk County is a qualified political subdivision of the State of Wisconsin; and,

**WHEREAS**, the Wisconsin Worker's Compensation Act provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin, or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming the responsibility for its own worker's compensation risk and payment; and,

**WHEREAS**, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and,

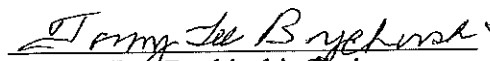
**WHEREAS**, the Personnel and Insurance Committee at its February 2021 meeting approved the continuation of the self-insured worker's compensation program in compliance with the Wisconsin Administrative Code DWD § 80.60(3); and,


**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, the self-insured worker's compensation program currently in effect will be continued for the policy period March 2021 through March 2024.

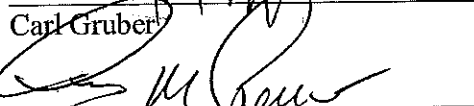
For consideration by the Sauk County Board of Supervisors on February 15, 2021.


Respectfully submitted,

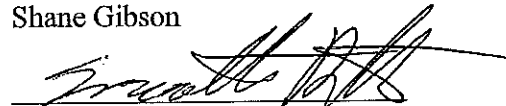
**Sauk County Personnel and Insurance Committee**

  
Tommy Lee Bychinski, Chair

  
Carl Gruber

  
Terry Spencer

  
Shane Gibson

  
Mark "Smooth" Dettner

**Fiscal Note:** No fiscal impact. *KLB*  
**MIS Note:** No information systems impact.

RESOLUTION NO. 19 - 2021

**AUTHORIZE THE UPGRADE OF THE TACTICAL COMMUNICATIONS CHANNEL  
AT THE COMMUNICATIONS TOWERS**

**Background:** Sauk County provides and staffs a Countywide Emergency Communications Center that receives calls for service for most of Sauk County. The existing communications Tactical channel is due to be upgraded to Internet Protocol (IP) channels. The Internet Protocol (IP) Tactical channel is used by emergency responders during a call for service. The channel is housed in the county's communications shelters at the various tower sites throughout the county. The Tactical channel is the last remaining channel due to be updated to IP channels. Delivery, testing and installation by the Communications Technician are all included in the scope of work for this project. The Building Services Facilities Director and Communications Technician have been budgeting for these communications channel upgrades through the capital improvement process over the last few years. The Sauk County Communications Technician obtained pricing from Motorola/BAYCOM and Alpha Technologies for the upgrade of the Tactical channel to IP at the communications tower sites. The total price for upgrades to the county's communications network in 2021 is in the amount of \$252,770.00. Purchase Orders will be issued to Alpha Technologies for \$7,000, BAYCOM / Motorola for \$232,480, and other Misc Vendors in the amount of \$13,290.00. Attached to this resolution is the cost break down for the work to be completed at each tower site.

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, that the Sauk County Communications Technician is hereby authorized to issue the necessary purchase orders in the amount of \$252,770.00 for the purchase of the Tactical Internet Protocol (IP) channel and other associated costs related to the channel upgrade at the Sauk County Tower locations.

**BE IT FURTHER RESOLVED**, the Buildings Services Facilities Director is hereby authorized to approve change orders for any potential unforeseen conditions and so long as change orders for each contracted portion of the project do not exceed 15% of the original contracted price and sufficient budgeted funds are available in the 2021 Building Services Communications Capital Outlay budget to pay the change order cost increases.

For consideration by the Sauk County Board of Supervisors on February 15, 2021.

Respectfully submitted,

RESOLUTION NO. 19 - 2021

**AUTHORIZE THE UPGRADE OF THE TACTICAL COMMUNICATIONS CHANNEL  
AT THE COMMUNICATIONS TOWERS**

**PAGE 2**

**PROPERTY COMMITTEE**

\_\_\_\_\_  
CARL GRUBER, CHAIR

\_\_\_\_\_  
SMOOTH DETTER

\_\_\_\_\_  
SHANE GIBSON

\_\_\_\_\_  
JOEL CHRISLER

\_\_\_\_\_  
KEVIN SCHELL

**FISCAL NOTE:** Money for this upgrade will be taken from the 2021 Building Services Communications Capital Improvement account in which \$255,070 have been budget for this upgrade.

**MIS NOTE:** No MIS impact.

KRB