AGENDA

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

Any person who has a qualifying disability that requires the meeting or materials at the meetings to be in an accessible location or format should contact the Sauk County Clerk's Office at 608-355-3286, between the hours of 8:00 AM and 4:30 PM, Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.

- 1. CALL TO ORDER AND CERTIFY COMPLIANCE WITH OPEN MEETING LAW
- 2. ROLL CALL
- 3. INVOCATION AND PLEDGE OF ALLEGIANCE
- 4. ADOPT AGENDA
- 5. ADOPT MINUTES OF PREVIOUS MEETING
- 6. GENERAL CONSENT AGENDA ITEMS
 - a. AGING & DISABILITY RESOURCE CENTER COMMITTEE:
 - Resolution 57-2025 To Honor Susan Blodgett For Over Ten (10) Years Of Service To Sauk County. (Pages 4-5)
- 7. SCHEDULED APPEARANCES
- 8. PUBLIC COMMENT
 - a. Registration form located on the table in gallery of County Board Room 326 turn into the County Board Vice Chair. During Public Comment, any person who is not a member of the body may comment on a specific item or issue that is on the agenda. Any comments not related to the agenda should be sent to the County Clerk to forward to the County Board.
- 9. COMMUNICATIONS (All communications are attached to Granicus)
 - a. Letter from WI Department of Children & Families, re: The 2024 Certificate of Excellence Award (Received 9/17/2025).
 - b. Letter from Village of Loganville, re: Support for the Sale of the Former Loganville Elementary School (Received 9/19/2025).
 - c. Letter from WI Department of Natural Resources, re: Notification of Proposed Revocation of Air Pollution Control Permit(s) (Received 10/8/2025).
 - d. Letter from Western Technical College, re: Notification of a Member Vacancy on the Western Technical College District Board (Received 10/8/2025).
 - e. Letter from La Crosse County, re: Notification of the Western Technical College District Board's Appointment Committee Meeting (Received 10/8/2025).

10. APPOINTMENTS

- a. SAUK COUNTY ACCOUNTING DEPARTMENT:
 - i. Stephanie Beardsley, Finance Director
- b. FAMILIES COME FIRST/COMPREHENSIVE COMMUNITY SERVICES COORDINATING COMMITTEE:
 - i. Isaiah Bostic, New Appointment, Citizen Member 2-Year Term: 10/21/2025 to 10/19/2027

- 11. BILLS
- 12. CLAIMS
- 13. ELECTIONS

14. PROCLAMATIONS

a. LAW ENFORCEMENT & JUDICIARY COMMITTEE:

i. Resolution 58-2025 Crash Responder Safety Week Proclamation. (Pages 6-7)

15. REPORTS - INFORMATIONAL, NO ACTION REQUIRED

- a. Rebecca C. Evert, County Clerk Rezoning petitions filed with the office of the Sauk County Clerk as a requirement of Wisconsin State Statutes 59.69(5)(e): none.
- b. Lisa Wilson, Sauk County Administrator
 - i. Administrator's Report.
- c. Tim McCumber, County Board Chair
 - i. Board Chair Update.
 - ii. Reminder: November 11th, 2025 Annual Budget Meeting.

16. UNFINISHED BUSINESS

17. NEW BUSINESS

a. **EXECUTIVE & LEGISLATIVE COMMITTEE:**

- i. Resolution 59-2025 To Amend The Sauk County Rules Of The Board. (Pages 8-17)
- ii. <u>Resolution 60-2025</u> To Appoint Interim Corporation Counsel And Approve Engagement Letter. (Pages 18-23)

b. FINANCE, PERSONNEL, & INSURANCE COMMITTEE:

- i. <u>Resolution 61-2025</u> Authorizing Changes To The Sauk County Offered Vision Insurance. (Pages 24-25)
- ii. <u>Resolution 62-2025</u> Authorizing The Acquisition Of A Safety Management Suite Subscription From J.J. Keller & Associates, Inc. (Pages 26-27)

c. **HEALTH & HUMAN SERVICES COMMITTEE:**

 <u>Resolution 63-2025</u> Requesting Support Of State Investment For Income Maintenance Administration For Supplemental Nutrition Assistance Program (SNAP - Foodshare) Program. (Pages 28-29)

d. LAND RESOURCES & EXTENSION COMMITTEE:

- Resolution 64-2025 Authorizing Sauk County To Submit One Application To The Wisconsin Department Of Transportation For The 2026-2030 Transportation Alternatives Program (TAP) Award Cycle. (Pages 30-33)
- ii. <u>Resolution 65-2025</u> Approving The Memorandum Of Understanding Between The UW-Madison Of Extension And Sauk County As A Companion Document To The Contract Between Extension And The County. (Pages 34-35)
- iii. <u>Resolution 66-2025</u> Authorizing Submission Of The Lake Monitoring And Protection Network Grant Application. (Pages 36-46)
- iv. <u>Resolution 67-2025</u> Authorizing Sauk County To Submit An Application To The Wisconsin Department Of Administration For The Grants For Local Projects (Non-State Grant Program). (Pages 47-57)
- v. <u>Resolution 68-2025</u> Authorizing The Application And Implementation Of The Healthy Lakes And Rivers Program. (Pages 58-59)
- vi. <u>Resolution 69-2025</u> Approving the Amended Sauk County Farmland Preservation Plan. (Pages 60-146)

- vii. <u>Resolution 70-2025</u> Approving An Amendment To The Town Of Merrimac Zoning Ordinance Concerning Vacation Rental Establishments. (Pages 147-153)
- viii. <u>Resolution 71-2025</u> Authorizing The County Administrator To Submit Multi-Discharger Variance Application To The Wisconsin Department Of Natural Resources. (Pages 154-155)

e. <u>PUBLIC WORKS & INFRASTRUCTURE COMMITTEE AND FINANCE, PERSONNEL, & INSURANCE</u> COMMITTEE:

 Resolution 72-2025 Amending The 2025 Budget And Authorizing The Acceptance Of A State & Local Cybersecurity Grant From The Wisconsin Department Of Emergency Management And The Implementation Of A Managed Cyber Security Threat Detection And Response Solution. (Pages 156-181)

18. PRESENTATION OF PROPOSED 2026 ANNUAL SAUK COUNTY BUDGET

a. Lisa Wilson, Sauk County Administrator; and Lynn Horkan, Finance Director. Currently, it is appropriate and customary for the Chair to entertain a motion certifying the proposed 2026 Sauk County Budget for publication, and to set the time and date for the Public Hearing on the proposed Budget: November 11, 2025, at 6:00 P.M. This begins the budget review process for the County as a whole.

19. REFERRALS

20. <u>NEW AGENDA ITEMS (NO DISCUSSION). SUBMIT IN WRITING OR BY E-MAIL NEW BUSINESS ITEMS TO THE COUNTY</u> ADMINISTRATOR AS SOON AS POSSIBLE FOR RULE III.A. REFERRAL.

21. ADJOURNMENT

Respectfully,

Tim McCumber County Board Chair

County Board Members, County Staff & The Public - Provide the County Clerk a copy of:

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

www.co.sauk.wi.us

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

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

s:/admin/Co Bd Agendas/2025/ctybdagendaOCTOBER2025

RESOLUTION # 57 - 2025

Resolution to Honor Susan Blodgett for Over Ten (10) Years of Service to Sauk County

Resolution Offered by the Aging and Disability Resource Center Committee

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

BACKGROUND: It is the custom of the Sauk County Board of Supervisors to recognize employees who have served the people of Sauk County with distinction at the time of retirement. Susan Blodgett has faithfully served as the Aging and Disability Resource Center Director for over ten (10) years. Susan's hard work, dedication, and faithful commitment to serving the constituents of Sauk County are an inspiration to us all. Susan retired from her position with Sauk County on September 2, 2025.

THEREFORE, **BE IT RESOLVED**, that the Sauk County Board of Supervisors, who met in regular session, hereby expresses its sincere appreciation and commends Susan Blodgett for her over ten (10) years of dedicated service to the residents of Sauk County; and

BE IT FURTHER RESOLVED, that the Chair of the Sauk County Board of Supervisors is hereby directed to present Susan Blodgett with an appropriate certificate of commendation as a symbol of our esteem and gratitude for her service.

Approved by the Aging and Disability Resource Center Committee on October 13, 2025.

To be presented to the County Board on October 21, 2025.

Consent Agenda Item: [] YES [X] NO								
Fiscal Impact: [X] None [] Budgeted Expenditure [] Not Budgeted								
Vote Required: Majority = _ X 2/3 Ma	jority =		3/4 Majority =					
The County Board has the legal authority to by the Corporation Counsel,	adopt: Y	'esX	_No , Date: <i>t</i>	_as reviewed				
Offered and passage moved by the Agin	g and Dis	sability R	esource Cen	ter Committee				
	☑ Aye	□ Nay	☐ Abstain	☐ Absent				
Chair Dennis Polivka Vice-Chair Gaile Burchill	Aye	□ Nay	□ Abstain	☐ Absent				
Secretary Andrea Lombard	Aye	□ Nay	☐ Abstain	☐ Absent				
Supervisor Patricia Rego	Aye	□ Nay	☐ Abstain	☐ Absent				
Supervisor Bill Stehling	Aye	□ Nay	□ Abstain	☐ Absent				

56 57	Supervisor Rebecca Kritzke	🛭 Aye	□ Nay	☐ Abstain	□ Absent
58 59 60	Judith Elllington	☐ Aye	□ Nay	☐ Abstain	☑ Absent
61 62 63	Time Wolfwar Teresa Wolkowski	⊠ Aye	□ Nay	□ Abstain	□ Absent
64 65 66	Laurie Grill	☐ Aye	□ Nay	□ Abstain	
67 68 69	Tut Gramling	□ Aye	□ Nay	☐ Abstain	☑ Absent
70 71 72	Ross Curry	⊠ Aye	□ Nay	☐ Abstain	☐ Absent
73 74 75 76	Jeff Hanke	Aye	□ Nay	☐ Abstain	□ Absent
77 78 79	Fiscal Note: None.				
80	MIS Note: None				

RESOLUTION # 58 - 2025

Crash Responder Safety Week Proclamation

Proclamation offered by the Law Enforcement and Judiciary Committee

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

BACKGROUND:

Crash Responder Safety Week is set aside each year to recognize the often lifesaving work of our crash responders. At every crash scene, emergency responders - representing fire, emergency medical services, law enforcement, and towing and transportation services - are at risk of being struck and injured, or even killed, in a secondary crash.

Each driver has a responsibility to drive safely and take every precaution to reduce the risk of secondary crashes, which includes following the state's Move Over Law, designed to provide a safety zone for workers on the side of roadways. 2021 Wisconsin Act 115 added additional protections for workers on Wisconsin's roads by creating a criminal penalty for traffic violations that lead to injuries in designated emergency zones. In 2024 crash data for Sauk County shows there were 1,849 crashes which included 7 fatalities and 451 injuries.

This week, Sauk County joins the Wisconsin Department of Transportation: recognizing a need for public awareness and acknowledgement that we are all responsible for preventing secondary crashes that endanger the lives of our dedicated emergency personnel.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, met in regular session, does hereby proclaim the week of November 17-21, 2025, as Crash Responder Safety Week and encourages all residents, drivers and organizations to observe this week of practicing safe driving behaviors, raising awareness, and supporting the safety of our first responders.

Approved by the Law Enforcement & Judiciary Committee on October 14, 2025.

To be presented to the County Board on October 21, 2025.

Consent Agenda Item: [] YES [X] NO

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

Vote Required: Majority = ______ 3/4 Majority = _____

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

Offered and passage by: Law Enforcement and Judiciary Committee

Aye Nay Abstain Absent

52 53 54	Scott Alexander	⊠ Aye	□ Nay	☐ Abstain	□ Absent
55 56 57 58	David Clemens	□ Aye	□ Nay	☐ Abstain	Absent
59 60 61	Real Wa	Aye	□ Nay	☐ Abstain	☐ Absent
62 63 64 65	Richard Cross	₽Æye	□ Nay	☐ Abstain	□ Absent
66 67	John Deitrich	4.30	,		
68 69 70	Shaun Harris	⊠ Aye	□ Nay	☐ Abstain	□ Absent
71 72 73 74 75		Aye	□ Nay	☐ Abstain	□ Absent
76 77 78	Jake Roxen	□ Aye	□ Nay	☐ Abstain	Absent
79 80 81 82	Sam Pocernich	Ä⊒Aye	□ Nay	☐ Abstain	□ Absent
83 84 85 86	Fiscal Note: No fiscal impact				
87	MIS Note: No MIS impact				

RESOLUTION #59 - 2025

Resolution to amend the Sauk County Rules of the Board

Resolution offered by the Executive and Legislative Committee

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

BACKGROUND: The current County Board Rule V.C.4. states the "E&L Committee shall begin review the County Board Rules in September of odd years for consideration for presentation at the October County Board Meeting." Attached as Exhibit A are the proposed rule changes along with the Executive and Legislative Committee recommendations on adoption or denial of the proposed rule changes.

THEREFORE, **BE IT RESOLVED**, that Sauk County Board of Supervisors does hereby the adopt the Executive and Legislative Committee recommendations on the proposed rule changes in the attached Exhibit A.

BE IT FURTHER RESOLVED, that the Rules of the Board shall be updated consistent with the recommendations in the attached Exhibit A.

Approved by the Executive & Legislative Committee on October 7th, 2025.

To be presented to the County Board on October 21st, 2025

Consent Agenda Item: [] YES [x] NO				
Fiscal Impact: [x] None [] Budgeted Expe	enditure	[] Not E	Budgeted	
Vote Required: Majority = 2/3 Maj	ority = _	X	3/4 Majority =	
The County Board has the legal authority to a by the Corporation Counsel,	adopt: Y	es <u>X</u>	No, Date:	as reviewed
Offered and passage moved by: Supervisor Timothy McCumber, Chairperson	S Aye	□ Nay	□ Abstain	☐ Absent
Supervisor John Dietrich, Vice-Chairperson	∫ Aye	□ Nay	☐ Abstain	☐ Absent
Supervisor Shella Carver	Aye	□ Nay	☐ Abstain	☐ Absent
Supervisor Dennis Polivka	Aye	□ Nay	□ Abstain	☐ Absent
	□ Aye	□ Nay	☐ Abstain	∑ (Absent

52	Supervisor Mark-"Smooth" Detter				
53 54	In R	Aye	□ Nay	□ Abstain	□ Absent
55	Supervisor Brian Peper				
56 57	Lyndel	⊉ ∕Aye	□ Nay	□ Abstain	□ Absent
58	Supervisor Lynn Eberl				
59 60	Jan Jules/	X Aye	□ Nay	□ Abstain	☐ Absent
61	Supervisor Patricia Rego				
62 63	Martin T Kurger	, ⊼ Aye	□ Nay	□ Abstain	□ Absent
64	Supervisor Marty Krueger				
65	Q				
66					
67	Fiscal Note: The County Board Chair salary in	crease fro	m \$650/m	onth to \$900	/month is an
68	annual increase of \$3,000. ¡∭				
69	1/0				
70	MIS Note: No impact				

2025 Proposed Rule Changes Reviewed by Executive and Legislative Committee 09/02/2025

Committee Decision	Approve	Approve	Арргоvе	Approve
Legal Review	Legal to adopt	Legal to adopt. Note: This language is contained in the proposed rule below starting at line 442.	Legal to adopt	Legal to adopt
Proposed change	\$900 per month	Delete "The Chair shall preserve order and decorum".	Add "All attendees at the County Board and Committee meetings are expected to maintain appropriate decorum during the meeting. Talking, shouting, outbursts, clapping and similar gestures are prohibited. Any attendee may be requested to cease any activities, including the use of signs, banners or displays, that unduly disrupt a meeting consistent with applicable law. Citizens in the audience are not to audibly respond to comments being made during a meeting or to make demonstrations either in support of or in opposition to a speaker or idea. The Chair of the meeting is responsible for enforcing meeting decorum.	1. Definition and Purpose. The Committee of the Whole is a device in which a legislative body, each as the County Board is
Current Rule	Chair receives salary of \$650/month	Rule III. G.	None	None
Proposed By:	McCumber	Dietrich	Dietrich	McCumber
Line Number	136	235	442	658
Change Number	1	2	10	4

considered one large committee. All members of the legislative body are members of such a committee. Under Robert's Rules, when an assembly (i.e. legislative body) has to consider a subject which it does	and yet where the subject matter is not well understood and put into proper form for its definite action, or when, for any other reason, it is desirable for the assembly to consider a subject with all the	reservoin or an ordinary committee, it is the practice to refer the matter to the "Committee of the Whole." These Rules of Sauk County also permit the calling of a Committee of the Whole for any reason deemed appropriate by the party having the authority to call a	meeting of the Committee of the Whole. Matters appropriate for a meeting of the Committee of the Whole will generally involve issues having a county-wide impact. 2. Causing a Meeting of the Committee of the Whole. Meetings of the Committee of the Whole shall be at the call of the Board Chair or at the call of the County Board Vice-Chair or caused

2 | Page

to occur by means of a motion to refer the matter to the Committee of the Whole in an action taken during a meeting of the County	Board. 3. Scheduling of the Meeting. When a meeting of the Committee of the Whole is caused to occur as provided in this rule, then the	Board Chair or in the Board Chair's absence, the Vice-Chair, shall take steps to schedule the meeting as soon as shall be practical. 4. Presiding Officer. While the	Chair of the Board may serve as the Chair of the Committee of the Whole, it is the first preference of Sauk County to have the Vice-Chair serve as the presiding officer. 5. Quorum, A quorum of the	Committee of the Whole is the same as that of the County Board. 6. Actions of this Committee. The Committee of the Whole may make and present recommendations by to the	County Board or a Standing Committee. Minutes are to be taken of the meetings of the Committee of the Whole in a manner similar to minutes of Standing Committee meetings.
			12		

	Deny	Deny
	Legal	Legal
7. Rules of procedure. There shall be no public comment during meetings of the Committee as a Whole. All other rules that are applicable to standing committees shall be in full force and effect.	Each committee shall, at its first meeting following the organizational meeting of the Board, select those officers required by Rule IV.L., and it shall thereafter be the responsibility of said officers to ensure that accurate, written minutes are made of each meeting of the committee and submitted to the County Clerk for filing. The presiding officer at any meeting shall ensure compliance with the Open Meetings Law. After election of Chair, Vice-Chair, and Secretary, each standing committee will elect a supervisor to serve on the Executive and Legislative Committee.	EXECUTIVE & LEGISLATIVE COMMITTEE Responsible for proposing amendments and monitoring the operation of Rules of the Board; responsible for the conduct of all intergovernmental
	Each committee shall, at its first meeting following the organizational meeting of the Board, select those officers required by Rule IV.L., and it shall thereafter be the responsibility of said officers to ensure that accurate, written minutes are made of each meeting of the committee and submitted to the County Clerk for filing. The presiding officer at any meeting shall ensure compliance with the Open Meetings Law.	EXECUTIVE & LEGISLATIVE COMMITTEE Responsible for proposing amendments and monitoring the operation of Rules of the Board; responsible for the conduct of all intergovernmental
	Pocernich	Pocernich
	489	539
	13	ø

relations and affairs; monitors State legislative and administrative activity affecting Sauk County; proposes legislation or action on pending legislation affecting Sauk County; considers matters not specifically assigned to other committees. Responsible for policy direction and oversight to the following departments: County Administrator, Corporation Counsel, County Clerk, Emergency Management. This committee shall also have oversight of the Veteran Services Office. Comprised of members from: The Executive & Legislative Committee shall be composed of the Chair and Vice-Chair of the Board, along with the Chair of the other Standing Committees one supervisor elected by each of the standing committees. No supervisor may represent more than one committees. No supervisor may represent more than one committees shall vote only in the case of a tie. The Chair and Vice-	Chair of the Board shall serve in the same roles on the Executive and Legislative Committee. The County Clerk shall serve as secretary to this committee. The County
relations and affairs; monitors State relat legislative and administrative activity affecting Sauk County; proposes legislation or action on proposes legislation or action on pending legislation affecting Sauk County; considers matters not specifically assigned to other committees. Responsible for policy direction and oversight to the direction and oversight to the following departments: County Administrator, Corporation Counsel, Adm County Clerk, Emergency Administrator, Corporation Counsel, Administrator of the Veteran also have oversight of the Veteran also have oversight of the Chair and Services Office. Comprised of members from: The Committees No supervisor may represent more than one committees. No supervisor may represent more than one committees shall vote only in the case of a tie. The Chair of the Board shall serve in the comsame roles on the Executive and case	Legislative Committee. The County Chain Clerk shall serve as secretary to this same committee. The County Administrator, Corporation Counsel, Clerk and County Clerk shall serve as ex committee.

	Approve	Approve
	Legal	Legal
Counsel, and County Clerk shall serve as ex officio members of this committee without voting privileges. Members: 9.	Oversight Committee for the Healthcare Center Board of Trustees. Healthcare Center Board of Trustees. Responsible for general oversight of the Sauk County Health Care Center as provided in Chapter 46 of the Sauk County Code of Ordinances and Wis. Stats. 46.18. Members: 7. The Trustees shall have 4 County Board Supervisors and 3 Citizen Members.	The County Board serves as the legislative body in County government. As such, the County Board's role is to enact policy. To implement the policy, the County Board shall appoint a person as the County Administrator according to Wis. Stat. 59.18(1). The County Administrator shall perform all duties and have such authority as specified in Wis. Stat. 59.18, the job description, Chapter 33 of the Soark County Code of Ordinances, the Board Rules and as otherwise may be authorized and directed by the County Board from time to
without voting privileges. Members: 9.	Oversight Committee for the Healthcare Center Board of Trustees.	Unless conducting non-County Board business, Supervisors wishing to confer with a Department Head shall schedule an appointment in advance with the Department Head and a Supervisor shall not contact staff (non-department head) without first seeking permission from the Administrator or Department Head.
	McCumber	McCumber
	518	98
	15	œ

	Approve
	Legal
rime. Department heads are responsible and shall report to the County Administrator. County Board members requesting information or a report from a Department Head or other County staff shall request such information or report either in the context of a County Board or Committee meeting or from the County Administrator. Unless conducting non-County Board business, Supervisors wishing to confer with a Department Head shall schedule an appointment in advance with the Department Head. and a Supervisor shall not contact staff (non-department head) without first seeking permission from the Administrator or Department Head.	A minimum of one day of training education for members of the Board shall be set by the Chair, said day of education training will to be held every two years. Such education training may be conducted through the use of outside presenters, staff presenters, tours, and/or electronic means, including but not limited to videos and webinars. The Chair may set additional days
	A minimum of one day of education for members of the Board shall be set by the Chair, said day of education to be held every two years. Such education may be conducted through electronic means, including but not limited to videos and webinars. The Chair may set additional days of education for Board members, including one or more days for the purpose of
	McCumber
	91
16	on .

2025 Proposed Rule Changes Reviewed by Executive and Legislative Committee 09/02/2025

							Approve		
							Legal		593
of education training for Board	analysis matters. members, as needed to clarify	county procedures or policy	matters. including one or more	days for the purpose of clarifying	budget procedures and upcoming	budget analysis matters.	No Supervisor may be elected as	Chair for more than three (3)	consecutive terms.
clarifying budget procedures and	upcoming budget analysis matters.						No Supervisor may be elected as	Chair for more than three (3)	consecutive terms.
							Carver		
							19		
							10		

RESOLUTION #60 - 2025

Resolution to Appoint Interim Corporation Counsel and Approve Engagement Letter

Resolution Offered by the Executive and Legislative Committee

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

BACKGROUND: Due to the resignation of the current Corporation Counsel, there is a need to appoint an Interim Corporation Counsel. The County currently has an Assistant Corporation Counsel, Nicholas (Nick) O'Connor, who can take on some duties and responsibilities during the vacancy. However, due to the workload and number of issues that come through the Corporation Counsel office, additional assistance is necessary. The Executive and Legislative Committee has considered the options and agrees to appoint Nick O'Connor as Interim Corporation Counsel as well as to contract with Attolles Law to assist as needed with Corporation Counsel duties. A copy of the engagement letter has been attached as Exhibit A.

THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, who met in regular session, hereby approves the Assistant Corporation Counsel, Nick O'Connor, and Attolles Law as the designated interim Corporation Counsel pursuant to Wis. Stat. 59.42 to serve at the pleasure of the County Board; and,

BE IT FURTHER RESOLVED, that the attached Engagement Letter is hereby approved and that, except as specifically provided in the Engagement Letter, Attolles Law is subject to all Sauk County resolutions, ordinances, policies, and no employment contract or relationship is being made by this resolution or appointment, and further that Attolles Law shall be relieved of service through the mechanisms stated in the attached Engagement Letter.

Approved by the Executive and Legislative Committee on October 7, 2025.

To be presented to the County Board on October 21, 2025.

Consent Agenda Item: [] YES [X] NO
Fiscal Impact: [] None [X] Budgeted Expenditure [] Not Budgeted
Vote Required: Majority = _ X 2/3 Majority = 3/4 Majority =
The County Board has the legal authority to adopt: Yes _X_ No as reviewed by the Corporation Counsel,, Date:, Date:,
Office d and necessary moved by the Everytive and Logislative Committee:

Offered and passage moved by the Exec	cutive and	l Legislat	ive Committe	e:
and the	Aye	☐ Nay	☐ Abstain	☐ Absent
Chair Tim McCumber Vice-Chair John Deitrich	∄ Aye	□ Nay	☐ Abstain	☐ Absent
Supervisor Lynn A. Eberl	≵ Aye	□ Nay	☐ Abstain	☐ Absent

56	12mg	Aye	□ Nay	☐ Abstain	□ Absent
57	Supervisor Brian Peper				
58 59	Martin T. Kunger	⊠ Aye	□ Nay	☐ Abstain	☐ Absent
60	Supervisor Marty Krueger	•			
61 62		Д Aye	□ Nay	☐ Abstain	□ Absent
63	Supervisor Dennis Polivka				
64				- A1 (:	Sec Almand
65		☐ Aye	□ Nay	□ Abstain	Absent
66	Supervisor Mark "Smooth" Detter				
67	Soul At Da 2	NOT Asse	□ Nev	□ Abstoin	☐ Absent
68	far files	🛚 Aye	☐ Nay	☐ Abstain	□ Apseut
69	Supervisor Patricia Rego				
70 71	She Martines	Aye	☐ Nay	☐ Abstain	☐ Absent
72	Supervisor Sheila Carver				
73					
74					
75	Fiscal Note: The 2025 Budget includes wages	for Corpo	ration Cou	insel, which w	ill not be utilize
76	for a time due to a vacancy in the position. Of	f-step pay	will be pro	ovided to the A	∖ssistant
77	Corporation Council for taking on additional du	uties and/o	r responsi	bilities as nee	ded. Additiona
78	funds are included in the budget for outside co				
79	-	λ	JV.		
80	MIS Note: None		-		



Embracing Challenge. Delivering Opportunity.

October 7, 2025

VIA E-MAIL: lisa.wilson@saukcountywi.gov
Sauk County

c/o Lisa Wilson, Administrator

Dear Ms. Wilson:

Thank you for asking Attolles Law, s.c. to represent Sauk County (the "County"). We look forward to working with you. The purpose of this letter is to articulate and confirm the terms and conditions related to our representation. While the terms of this letter may set out the "legal" terms of our relationship, we consider the relationship to be governed by principles far deeper than a letter – our recognition that you are entrusting us to work through important and challenging issues, for which we feel incredibly privileged. As a result, if there is ever a concern regarding what we are doing and why, we ask you to immediately contact us and we will immediately address any issue that arises.

SCOPE OF SERVICES

You asked us to represent the County in connection with performing outside legal services as directed by you and authorized by the County Board pursuant to Wis. Stat. § 59.42(3). It is our understanding that the County currently contracts with another firm for outside legal services for representation in CHIPS cases under Wis. Stat. Ch. 48, and therefore we will not be performing legal services for CHIPS cases. In addition, this engagement will not apply to services we render to the County in conjunction with our assignment as counsel by the County's insurer, which assignment is governed by the terms of the contract between the County and its insurer, which is administered by the County Administrator.

RESPONSIBILITIES

In reliance upon information and guidance provided by you, we will provide legal counsel and assistance in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries. As suggested above, all of our work is for the County and, as a result, belongs to the County.

FEES FOR LEGAL SERVICES

Our fees for legal services rendered to the County will be primarily based on the amount of time required and the hourly rates of the professionals providing the services. These rates are periodically adjusted (typically annually at the beginning of the calendar year) to reflect increased efficiency, skills and cost increases. You will be informed of the adjusted rates in advance, which will then apply to all services performed thereafter.

Our current hourly billing rates for services range from \$280.00-\$365.00. We will attempt to provide efficiencies and economies whenever possible.

LIMITED LIABILITY

Attolles Law, s.c., is a limited liability entity under Wisconsin law. This means that if we fail to perform our duties in our representation of the County, and that failure causes the County damages, our firm and the shareholder(s) directly involved in the representation may be responsible to the County for those damages, but the firm's other shareholders will not be personally responsible. Like any responsible business in the service sector, we maintain professional liability insurance, the policy limits of which exceed the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of our size.

COMMUNICATION BY E-MAIL

Our firm primarily communicates with its clients via unencrypted internet e-mail, and this will be the way in which we communicate with you. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within our internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers. From time to time, we may ask you to utilize an encrypted system depending upon the nature of the information being transmitted. If you have any concerns with the platform for our communications with one another, please let us know.

FILE RETENTION AND DESTRUCTION

In accordance with our records retention policy, most paper and electronic records that we maintain are subject to a 10-year retention period from the last activity date. Extended retention periods may apply to certain types of services or pursuant to your specific directives.

After the expiration of the applicable retention period, we will destroy your records without further notice to you, unless you notify us otherwise. At the conclusion of our representation, you may opt to retrieve its records from our firm. We are happy to accommodate you in this regard.

GENERAL PROVISIONS

Enclosed is a statement entitled "General Provisions" setting forth additional terms and conditions which are incorporated into this letter and apply to our representation to the extent they are not inconsistent with the terms of this letter.

It bears mentioning again – if at any time during the course of our representation you have any questions or comments about our costs, services, or any aspect of how we provide services, please don't hesitate to contact us. If this letter accurately captures your understanding of how we will work for and with you, we would appreciate you signing below and returning a copy to us. We look forward to our relationship with the County and again appreciate the trust you have placed in us.

Sauk County October 7, 2025 Page | 3

Sauk County agrees to retain the services of Attolles Law, s.c. under the terms and conditions specified above.

By:	
Lisa Wilson	
Its: Administrator	
Date:	

Very truly yours,

ATTOLLES LAW, s.c.

Andrew T. Phillips

Enclosure

Attolles Law, s.c.

GENERAL PROVISIONS

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Attolles Law, s.c., and our clients:

- (1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.
- (2) Clients are responsible for payment to reimburse us for costs incurred in performing services such as large volume photocopying, messenger and delivery, air freight, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), court costs, and filing fees. To the extent we directly provide any of these services, we will charge for our direct costs and overhead allocable to the services. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, the client.
- (3) We may, on occasion, furnish estimates of fees or charges we anticipate will be incurred on a client's behalf. These estimates are by their nature inexact. We are not bound by any estimates except as expressly set forth in the engagement letter or otherwise agreed to by us in writing.
- (4) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.
- (5) A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.
- (6) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.

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RESOLUTION #61 - 2025

Resolution Authorizing Changes to the Sauk County Offered Vision Insurance.

Resolution offered by the Finance, Personnel and Insurance Committee.

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

BACKGROUND: Sauk County currently offers vision insurance for its employees through Superior Vision. The current coverage offers two plans (Exam & Materials Plan and Materials Only Plan).

The Human Resources Director reviewed vision insurance options with our insurance broker, M3 Insurance. These included only offering one plan through Superior Vision, DeltaVision (through Delta Dental of Wisconsin) and VSP Vision Care. It was determined that a switch to DeltaVision would expand the current provider network, improve plan benefits, and decrease the cost of this insurance.

The proposal with DeltaVision reduces the Sauk County plan offerings to one option (DeltaVision Full Plan) improving plan administration. It also includes a four-year rate guarantee (until 1/1/2029).

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, that Sauk County changes the vision insurance benefit to DeltaVision.

	Current (Exam & Materials Plan)	Proposed	Difference (per month)	Annual Difference	
Single	\$ 13.29	\$ 9.37	\$ 3.92	\$ 47.04	
Employee + Spouse	\$ 26.58	\$ 18.74	\$ 7.84	\$ 94.08	
Employee + Child(ren)	\$ 26.58	\$ 19.13	\$ 7.45	\$ 89.40	
Employee + Family	\$ 35.19	\$ 28.50	\$ 6.69	\$ 80.28	

Approved by the Finance, Personnel and Insurance Committee on October 8, 2025.

To be presented to the County Board on October 21, 2025.

Consent Agenda Item: [] YES [X] NO

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

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

The County Board has the legal authority to adopt: Yes _____ No _____ as reviewed

40	by the Corporation Counsel,	il Olon	m	, Date	:
41 42	16/15/23				
43 44	Offered and passage moved by:				
45					
46	Typorty	Æ Aye	☐ Nay	☐ Abstain	☐ Absent
47	Lym Eberl				
48 49	Gaely (Surchell	Aye	□ Nay	☐ Abstain	☐ Absent
50	Gaile Burchill	,			
51 52	That wer	Aye	□ Nay	☐ Abstain	☐ Absent
53	Sheila Carver	/*			
54 55	low Tout	Aye	□ Nay	☐ Abstain	☐ Absent
56	Aaron Evert				
57	Mill	PD (1		(C About
58	Day dead about	☐ Aye	☐ Nay	☐ Abstain	☐ Absent
59 60	Brandon Lohr	,			
61	Andrea Sombard	ZI-Ave	□ Nay	☐ Abstain	☐ Absent
62	Andrea Lorsbard		,		
63	Some III				
64	All Delle	Æ PAye	□ Nay	☐ Abstain	☐ Absent
65	Timothy McCumber				
66 67		□ Aye	☐ Nay	☐ Abstain	☐ Absent
68	Jake Roxen		⊔≀чау	□ Abstairi	□ /\b3ciit
69	dakertozen				
70	Cerlix bened	DX Aye	□ Nay	☐ Abstain	☐ Absent
71	Terry Spencer	· U			
72					
73	ET IN I				
74 75	Fiscal Note:				
76	The proposed changes do not have a fiscal in	npact on th	e county.	vision insurar	nce is a voluntary
77	benefit, and the premiums are 100% paid by t	he employ	ee. MH		•
78 79	MIS Note:		-		
80					
81	The proposed changes do not have an impac	t on MIS.			

RESOLUTION # (2-2025)Resolution Authorizing the Acquisition of a Safety Management Suite Subscription from J.J. Keller & Associates, Inc.

Resolution offered by the Finance, Personnel and Insurance Committee.

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

BACKGROUND: Sauk County currently utilizes an internally created system for any injury, illness and incident reporting. This system lacks the ability to create reports, analyze data, and easily share this information internally within the county.

After review of options, the Safety Management Suite through J.J. Keller & Associates, Inc. was selected. This suite offers data analysis, reporting capabilities, ability to generate OSHA reports, training library, and includes an SDS/MSDS database (Safety Data Sheet/Material Safety Data Sheet).

NOW THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, that the acquisition of a Safety Management Suite subscription from J.J. Keller & Associates, Inc. at \$11,075.00 for a three-year term be hereby approved; and,

Approved by the Finance, Personnel and Insurance Committee on October 8, 2025.

To be presented to the County Board on October 21, 2025.

Consent Agenda Item: [] YES [X] NO

Fiscal Impact: [] None [X] Budgeted Ex	(penditure	e [] No	t Budgeted	
Vote Required: Majority = X 2/3 Major	ority =	3/4 N	lajority =	_
The County Board has the legal authority to by the Corporation Counsel,	adopt: Y	es X	_ No, Date	as reviewed ::
Offered and passage moved by:				
Time Cel	☐ Aye	□ Nay	☐ Abstain	☐ Absent
Lynn Eberl Gaile Burchill	Aye	□ Nay	☐ Abstain	☐ Absent
Sala Carver	Aye	□ Nay	☐ Abstain	☐ Absent
Down Trut	□Aye	□ Nay	□ Abstain	□ Absent
Andrea Sambard Andrea Lombard	□ Aye	□ Nay	☐ Abstain	☐ Absent

52	Brandon-Lehr-				
53 54 55	Andrea Lambard, Brandon Lohr	☐ Aye	□ Nay	☐ Abstain	☐ Absent
56 57 58	Timothy McCumber	Aye	☐ Nay	☐ Abstain	☐ Absent
59 60 61	Jake Roxen	□ Aye	□ Nay	☐ Abstain	☐ Absent
62 63 64 65	Terry Spencer	Aye	□ Nay	□ Abstain	□ Absent
66 67	Fiscal Note:				
68 69 70 71	The 2025 Personnel Budget contains \$15,000 renewal costs will be provided in the Personne	for a Safet el budget fr	ty Manage om tax lev	ment Suite. S	Subsequent
72 73	MIS Note:				
74 75	The proposed system is cloud-based and does or infrastructure to support system operation.	s not requir	e the purc	chase of addit	ional hardware

Resolution Requesting Support of State Investment for Income Maintenance Administration for Supplemental Nutrition Assistance Program (SNAP - Foodshare) Program

Resolution Offered by the Health and Human Services Committee

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

BACKGROUND: The Federal budget reconciliation package enacted in July of 2025, makes changes to the SNAP (Foodshare) program that would reduce federal costs and significantly impact county-administered services. These changes extend SNAP work requirements to individuals up to age 64, lower the child age threshold for parent exemptions, and eliminate waivers for areas with high unemployment, thereby increasing referrals to the FoodShare Employment and Training (FSET) program and workload for county human service departments.

The legislation requires states to contribute a minimum of 5% toward the cost of SNAP benefits if their error rate is 6% or higher, facing penalty funding of between 5% and 15% of total SNAP costs. Wisconsin's SNAP payment error rate is 4.47%, but without additional investment eligibility and administrative systems, heightened workloads could push the state above the 6% threshold, triggering significant penalties. If Wisconsin's error rate reaches 6% on or after October 1, 2027, the state's 5% cost share would be approximately \$69 million annually, with potential penalty payments increasing the state's financial burden – costs that could ultimately cascade down to counties.

The SNAP administrative match rate for Income Maintenance (IM) activities has been reduced from the previous 50% federal / 50% state-local to 25% federal / 75% state-local, substantially reducing federal revenue available to counties to administer SNAP. The reduction in administrative funds could lead to a reduction in IM staff, which could result in an increased payment error rate. State IM administrative costs are approximately \$123 million annually, with SNAP-related workload accounting for about \$49 million of those costs.

The new administrative match rate results in an estimated \$17 million annual loss in SNAP administrative funding to counties. These federal cuts result from shifting the benefit and administrative costs to states and counties (reducing resources available for local administration), tightening work requirements (increasing county workload), and penalizing minor payment errors (resulting in more costs to the states). Counties operate under state-imposed property tax levy limits, restricting their ability to offset such funding losses without additional state or federal relief.

NOW, THEREFORE, BE IT RESOLVED, that the Sauk County Board of Supervisors, who met in regular session, hereby urges the State of Wisconsin to provide funding to offset the county fiscal impact caused by the enacted federal SNAP changes, and to work with counties to ensure adequate resources for the administration of Foodshare and related programs; and,

BE IT FURTHER RESOLVED, that the Sauk County Clerk is hereby authorized and directed to send a copy of this Resolution to the Governor of the State of Wisconsin, Wisconsin State Legislators with constituency within Sauk County, the Wisconsin Counties Association, and the Wisconsin County Human Services Association.

55	Approved by the Health and Human Services Com	nmittee on (October 14, 20	25.		
56 57	To be presented to the County Board on October 2	To be presented to the County Board on October 21, 2025.				
58 59	Consent Agenda Item: [] YES [X] NO					
60 61	Fiscal Impact: [] None [] Budgeted Expenditure	(X) Not E	Budgeted			
62 63	Vote Required: Majority = _ X 2/3 Majority =		3/4 Majority =			
64 65 66	The County Board has the legal authority to adopt by the Corporation Counsel,	YesX_	_ No _ _, Date: <u>_//</u> /	as reviewed		
67 68	Offered and passage moved by the Health and	Human Se	rvices Comm	ittee:		
69 70 71	Chair Patricia Rego Ay	e □ Nay	□ Abstain	□ Absent		
72 73 74	Vice-Chair Joan Fordham	e □ Nay	□ Abstain	☐ Absent		
75 76		e □ Nay	☐ Abstain	Absent		
77 78	Secretary David Clemens					
79 80	Supervisor/Reference Klitzke	e □ Nay	Abstain	☐ Absent		
81 82 83	Supervisor Thomas Pormer					
84 85 86	Renee Mikonowicz	e □ Nay	☐ Abstain	☐ Absent		
87 88	VIRTUAL X AV					
89 90 91	Diane Reinfeldt Chann O. Viii Ay	e 💢 Nay	□ Abstain	☐ Absent		
92 93 94	Eleanor Vita	e □ Nay	□ Abstain	☐ Absent		
95 96 97	Clariss Funmaker					
98 99 100 101	Fiscal Note: The decrease of Federal funding will result State and Counties. Reduction in administrative funding reduction of staffing while referrals are increasing to contain the containing to contain the containing to contain the containing th	ng to counti	es would likely	result in a		
102 103 104	MIS Note: None					

RESOLUTION #64 - 2025

Resolution authorizing Sauk County to Submit One Application to the Wisconsin Department of Transportation for the 2026-2030 Transportation Alternatives Program (TAP) Award Cycle

Resolution offered by the Land Resources and Extension Committee

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

BACKGROUND: The Sauk County Board of Supervisors unanimously adopted the Great Sauk State Trail Master Plan in July 2024. The Plan identifies a preferred and alternate route that connects the built trail in the Sauk Prairie area to the 400 State Trail in Reedsburg. The Plan intends that the final construction of the trail will accommodate a 10-12 foot bituminous paved shared-use transportation facility that will be physically separated from vehicular traffic as much as possible. One of the project goals, as expressed in the plan, is to provide a regional recreational trail experience connecting multiple communities; however, where the trail is located in incorporated areas, it is anticipated that the trail will also serve as an alternative transportation option to traditional vehicular options to access local destination businesses and attractions by residents and recreational trail users alike.

The planning process included a significant amount of involvement from the affected municipalities, state agencies, and other stakeholder groups to develop, review, and refine the plan. The plan identified Sauk County as the primary sponsor of the planning process and continued plan implementation through coordination with affected municipalities and state agencies, leading to a fully constructed trail.

Specifically, the plan more particularly identifies a route and recommendations by segment. This resolution, more particularly, applies to the North Freedom Segment, attached in map form in Appendix A.

Sauk County seeks to apply for a Transportation Alternative Program award to complete a detailed planning study and preliminary trail design for the North Freedom segment. The detailed planning study will include opportunities for engaging property owners along the proposed trail route to understand and address concerns. The preliminary design includes, but is not limited to, preliminary trail plans, topographic survey of the route, a geotechnical report, an archeological study, draft specifications for materials and equipment, cost confirmation for construction, and regulatory provisions to confirm a trail route. The overall intent is to move the trail project within this segment from a conceptual idea to a detailed and reviewable format for affected municipalities, state agencies, and the public, leading to a future trail infrastructure and construction project as a separate project.

Sauk County, being the project sponsor, will continue to coordinate the planning study with affected municipalities, state agencies, and the public, including, but not limited to, securing easements or other related agreements to utilize state and municipal road rights-of-way, coordinating opportunities for community engagement, particularly in the downtown areas of North Freedom and Rock Springs, and assuring that project goals are met within specified timeframes and allocated budgetary parameters.

The cost of this project, including the deliverables of a detailed planning study and preliminary trail design, is estimated to be \$400,000. Sauk County will be requesting \$320,000 from the Transportation Alternatives Program, meaning our local share of \$80,000 will meet the local match requirement.

54 55 56 57 58	THEREFORE, BE IT RESOLVED, by the sauthorize Sauk County to submit one Transportation for the 2026-2030 Transpor	application	on to the	e Wisconsin	Department of
59	Approved by the Land Resources and Exte	ension Con	nmittee or	October 09,	2025.
60 61 62	To be presented to the County Board on O	ctober 21,	2025.		
63	Consent Agenda Item: [] YES [X] NO				
64 65	Fiscal Impact: [] None [] Budgeted Exp	enditure	[] Not Bu	udgeted	
66 67	Vote Required: Majority = 2/3 N	lajority = _		3/4 Majority =	=
68 69 70	The County Board has the legal authority the by the Corporation Counsel,	o adopt: Y	es 1	_ No , Date	as reviewed e:
71 72	10/15/25				
73 74	Offered and passage moved by:				
75 76		□ Aye	☐ Nay	☐ Abstain	☐ Absent
77 78 79	Marty Krueger, Chair	Ì∦rAye	□ Nay		□ Absent
80	Dennis Polivka, Vice Chair	7ª 7 Y			
81 82 83	Brandon Lohr	□Aye	□ Nay	☐ Abstain	☐ Absent
84 85	President Lori	Aye	□ Nay	☐ Abstain	☐ Absent
86	Peter Kinsman	~ ()	. ,		
87 88 89	Robert Spencer	Aye	☐ Nay	☐ Abstain	□ Absent
90 91		□ Aye	□ Nay	☐ Abstain	Absent
92 93 94 95	Robert Prosser Control Control	Aye	□ Nay	□ Abstain	□ Absent
96 97	fyrm Enf	∄Aye	□ Nay	□ Abstain	☐ Absent
98 99 100 101 102	Randy Puttkarner	Aye	□ Nay	□ Abstain	□ Absent
102					
104					

105 106 107 108 109 110 111 112	Fiscal Note: The Transportation Alternatives Program allows Sauk County to move forward with a detailed planning study for the North Freedom Segment. Funding for planning studies, engineering, design, and construction costs for the Great Sauk State Trail project is included in the 2026 capital improvement plan budget requests funded through the General Fund Balance. MIS Note: No information systems impact.
112	MIS Note: No information systems impact.

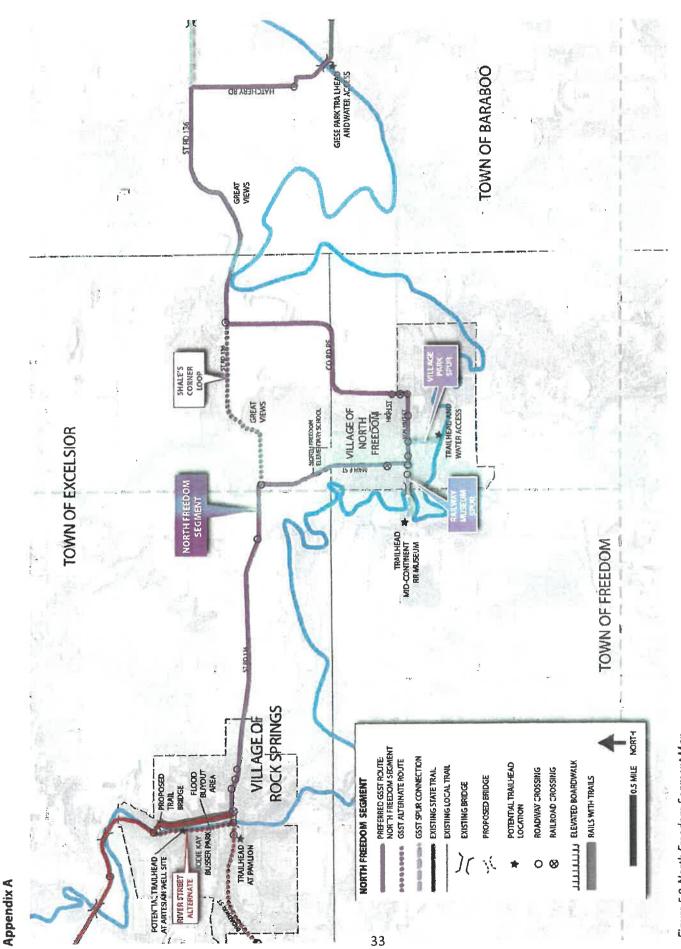


Figure 5.8 North Freedom Segment Map

RESOLUTION # 65-2025

Resolution Approving the Memorandum of Understanding between the UW-Madison of Extension and Sauk County as a companion document to the Contract between Extension and the County.

Resolution offered by the Land Resources and Extension Committee

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

BACKGROUND: The existing Area 16 Educator Contract between Sauk County, State of Wisconsin, and Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin - Madison, Division of Extension (Extension) and is entered into pursuant to the authority vested in the County Committee on Agriculture and Extension Education by sections 59.22(2)(d) and 59.56(3) of the Wisconsin Statutes is reviewed annually in November.

The Memorandum of Understanding (MOU) is optional and was recently reviewed by the Land Resources and Extension Committee on March 13, 2025, where they approved signing the MOU in addition to the Area 16 Educator Contract in November 2025 to be effective January 2026.

Whereas, this MOU outlines the partnership between Counties and Extension and supersedes the Division of Extension-County Partnership Guidance document dated August 2021; and, would serve as a partner document to the annual Area 16 Educator Contract.

Whereas, Extension and Counties have had a century-long partnership benefiting the people of Wisconsin by extending the boundaries of the University of Wisconsin throughout the state to provide an array of educational programming and services to the people of Wisconsin where they live and work, bringing the research, knowledge and resources of the University of Wisconsin to the local community; and,

Whereas, Counties and Extension have contributed significant funding over the century-long relationship by co-funding Extension staff, providing local offices and support, and leveraging millions of state Extension and federal dollars annually to serve the people of Wisconsin; and,

Whereas, Section 59.56(3), Wis. Stats., generally provides the framework but has not evolved with the changing relationship; and,

Whereas, with over 100+ years of evolving partnership between Extension and Counties, there is a benefit of defining the roles and responsibilities of the partnership so the Parties can collaboratively meet the needs of the residents and communities within County; and,

Whereas, the County desires to enter into this Memorandum of Understanding effective January 2026 with the next contract to set forth their respective obligations, understandings, roles and responsibilities.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, approves the Memorandum of Understanding to be reviewed and signed along with

50 51 52	the Area 16 Educator Contract and authorizes the Administrator to approve the MOU as a partner document effective as of January 2026.						
53 54 55	Approved by the Land Resources and Extension Committee on this 9th day of October 2025.						
56 57	To be presented the County Board on October 21, 2025.						
58 59	Consent Agenda Item: [] YES [] NO						
60 61	Fiscal Impact: [X] None [] Budgeted Expenditure [] Not Budgeted						
62 63	Vote Required: Majority = 2/3 Majority =			3/4 Majority =			
64 65	The County Board has the legal authority by the Corporation Counsel,	to adopt:	Yes	No , Date: /	as reviewed		
66 67	Offered and passage moved by: Land Resources and Extension						
68 69		□ Aye	□ Nay	☐ Abstain	□ Absent		
70 71 72	Marty Krueger, Chair	ſŤΙκΑ					
73 74	Dennis Polivka, Vice Chair	Úr Aye	☐ Nay	☐ Abstain	☐ Absent		
75	fl l	Aye	□ Nay	☐ Abstain	□ Absent		
76 77	Brandon Lohr	,					
78 79	Lynn Eberl	I ∕ Aye	☐ Nay	☐ Abstain	☐ Absent		
80 81 82	Valerie McAuliffe	Aye	□ Nay	☐ Abstain	☐ Absent		
83 84 85 86	Peter Kinsman	Aye	□ Nay	☐ Abstain	□ Absent		
87 88	Robert Prosser	☐ Aye	□ Nay	☐ Abstain	☐ Absent		
89 90 91	Robert Spencer	Aye	□ Nay	□ Abstain	☐ Absent		
92 93 94	Randy Puttkamer	⊠ Aye	□ Nay	☐ Abstain	☐ Absent		
95 96 97	Fiscal Note: None.						
98	MIS Note: No information systems impact.						

RESOLUTION # 66 - 2025

Resolution Authorizing Submission of the Lake Monitoring and Protection Network Grant Application

Resolution offered by the Land Resources and Extension Committee

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

BACKGROUND: Being fortunate to have an abundance of water resources, Sauk County recognizes the negative impacts aquatic invasive species can have on rivers, lakes, and streams. Prevention measures along with outreach and educational programming are critical components to protecting our water resources. The Wisconsin Department of Natural Resources administers the Lake Monitoring and Protection Network (LMPN) grant program that supports efforts to protect water resources, including watercraft inspection, monitoring, and early detection of aquatic invasive species, and other activities related to aquatic invasive species prevention.

Each year, a predetermined funding amount is allocated to each county and counties have the option to receive the funds directly or designate an agent to accept those funds and implement these activities on the county's behalf. The Upper Sugar River Watershed Association (USRWA) acts as the designated agent for Sauk County, utilizing the funding to provide invasive species outreach and education to Sauk County residents. A Cooperative Agreement is attached (Exhibit A), which outlines the responsibilities of the county and USRWA. In order for USRWA to receive LMPN funds, Sauk County must submit a Lake Monitoring and Protection Network grant application.

THEREFORE, **BE IT RESOLVED**, by the Sauk County Board of Supervisors, met in regular session, authorizes the Administrator to submit the Lake Monitoring and Protection Network grant application.

Approved by the Land Resources and Extension Committee on September 24, 2025. To be presented to the County Board on October 21, 2025.

Consent Agenda Item: [] YES 📉 NO							
Fiscal Impact: [X] None [] Budgeted Expenditure [] Not Budgeted							
Vote Required: Majority = 2/3 M	ajority = _	/	3/4 Majority =				
The County Board has the legal authority to by the Corporation Counsel,	adopt: Y	es /	_ No , Date:	as reviewed			
Offered and passage moved by: Land Resources and Extension							
Martin F Kunga	🔊 Aye	□ Nay	☐ Abstain	☐ Absent			
Marty Krueger, Chair	1.						
Dennis Polivka, Vice Chair	A Aye	☐ Nay	☐ Abstain	☐ Absent			

Lynn Eberl Absent Prosser		□ Aye	□ Nay	☐ Abstain	🛛 🛛 Absent
Lynn Eberl Absent Prosser	Brandon Lohr				•
Valerie McAuliffe Abstain Absta		□ Aye	☐ Nay	□ Abstain	Absent
Valerie McAuliffe CAye	Lynn Eberl				•
Peter Kinsman Aye Nay Abstain Abstain	Valerie hollerloffe	-DKAye	□ Nay	☐ Abstain	☐ Absent
Robert Prosser Robert Spencer Randy Puttkamer Abstain Absta	Valerie McAuliffe	-			
Robert Prosser Robert Spencer Randy Puttkamer Abstain Absta	and the same of th	Ø Ave	□ Nav	☐ Abstain	□ Absent
Robert Plasser Robert Spencer Randy Puttkamer Randy Puttkamer	Peter kinsmay	X : 3-	,		
Robert Prosser Robert Spencer Randy Puttkamer	Mallin	NA AVO	□ Nav	□ Abstain	□ Ahsent
Robert Spencer Aye Nay Abstain Abstain Abstain Abstain Aye Nay Abstain Abstain Randy Puttkamer	Robert Prosser	A Aye	□ Ivay	□ Abstain	LI Absent
Rebert Spencer Aye Nay Abstain Abstain Abstain	Q /				
Randy Puttkamer		14 Aye	⊔ Nay	∐ Abstain	☐ Absent
Randy Puttkamer	Repert Spericer	_			
	Mandy Toutlamel	Aye	☐ Nay	☐ Abstain	☐ Absent
Fiscal Note: As the designated agent for Sauk County, Upper Sugar River Watershed	Randy Puttkamer				
	Fiscal Note: As the designated agent for S	auk Count	y, Upper S	Sugar River V	Vatershed
Association will receive allocated funds on behalf of Sauk County directly from the	Association will receive allocated funds on	behalf of			
Wisconsin Department of Natural Resources.	Wisconsin Department of Natural Resource	es.			
MIS Note: No information systems impact.	MIS Note: No information systems impact	<i>/ U</i>			

Exhibit A

Scope of Work/Cooperative Agreement for [Sauk County] Calendar Years 2025-2027

Term of Agreement: January 1, 2025 – December 31, 2027

A. General Purpose

Designated agent - Cooperative agreement

This Agreement documents the manner in which the Upper Sugar River Watershed Association (hereafter "agent" or agent name) will provide core Aquatic Invasive Species (AIS) Prevention and Citizen Lake Monitoring Network (CLMN) services in the coverage area during the Term of Agreement referenced above. The coverage area includes the following counties: lowa, Grant, Green, Lafayette, and Sauk.

- i. Sauk County designates Upper Sugar River Watershed Association as its agent.
- ii. All parties agree to meet annually to plan, prioritize, and coordinate project activities.
- iii. During the period of the contract, the agent shall maintain the following types of insurance and provide Sauk County with proof of insurance. The Certificates of General and Automobile Liability Insurance shall name Sauk County as an additional insured on the policies.
 - 1. Worker's Compensation:
 - a. Coverage A: Limits Statutory
 - b. Coverage B: Employer's Liability Limits
 - c. Bodily Injury by Accident \$100,000 each accident minimum
 - d. Bodily Injury by Disease \$100,000 each employee minimum
 - e. Bodily Injury by Disease \$500,000 policy limit minimum
- iv. Comprehensive General Liability Limits: \$1,000,000 bodily injury and \$1,000,000 property damage.
- v. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- vi. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

- B. Goal of Upper Sugar River Watershed Association
 To improve surface water quality through the detection, prevention, and monitoring of AIS and lake water quality conditions.
- C. Duties of Upper Sugar River Watershed Association
 In cooperation with the Wisconsin Department of Natural Resources (DNR), Upper Sugar
 River Watershed Association agrees to continue to implement an AIS Prevention and
 Outreach Program throughout Sauk County. Upper Sugar River Watershed Association
 will perform the following:

Services to be performed:

Prepare reports and disseminate reports and results.

Submit [1] progress reports to DNR AIS Biologist.

Designated Agents: Submit [1] progress reports to counties involved Submit final report to DNR.

a. Before finalizing the progress and final report, send a copy to the DNR AIS Biologist overseeing the grant for review.

Submit final reimbursement request to Environmental Grant Specialist (EGS) and Cc DNR AIS Biologist on Form 8700-001 no later than 60 days after the end of this agreement.

Enter SWIMS data.

Facilitate and ensure entry of all data into Surface Water Integrated Monitoring System (SWIMS) for applicable Lake Monitoring and Protection Network (LMPN) activities is completed per annual reporting requirements and by end of grant period:

- a. Progress reports and final reports, once approved by the DNR AIS Biologist, will be uploaded to the LMPN SWIMS project by the county or agent for each year.
- b. Activities performed as part of Clean Boats Clean Waters (CBCW), Citizen Lake Monitoring Network (CLMN), Purple Loosestrife Beetle (PLB), and/or Snapshot Day may have earlier time requirements for data entry.
- c. All other activities which involve data entry into SWIMS must be entered by end of grant period.

Implement statewide communication and education priorities to ensure consistent AIS messaging.

- a. Work with DNR and UW Madison, Division of Extension in implementation of the Wisconsin Statewide Aquatic Invasive Species Management Plan.
- b. Collaborate with DNR on delivery of consistent project communication, outreach, and educational programming.

c. Coordinate with DNR staff and other local partners within the county to share LMPN AIS prevention and education efforts.

Complete a DNR-approved training program for any network activities the county or agent are approved to carry out, including collecting, reporting, and interpreting water quality, aquatic invasive species, or watercraft inspection data.

Training sessions include:

- a. Clean Boats, Clean Waters (CBCW) trainings, if applicable
- b. CLMN trainings, if applicable
- c. Purple Loosestrife Biocontrol trainings, if applicable
- d. Snapshot Day, if applicable
- e. Project Red, if applicable
- f. Participate in AIS Early Detection Monitoring, if applicable
- g. Participate in DNR training on AIS Response Framework

Attend DNR meetings and annual AIS and Lakes & Rivers Partnership events including, but not limited to:

- a. AIS Partnership meetings in spring and fall (potentially one in-person, one virtual)
- b. Wisconsin Lakes and Rivers Partnership monthly meetings (AIS-focused meetings required; others optional).
- c. Participate in meetings with DNR to discuss agreement scoping, coordination/planning, agreement accomplishments, and financial status.

Adhere to decontamination and disinfection protocols required by the DNR for controlling, transporting, and disposing of aquatic plants and animals, and moving water.

a. This includes requirements under s. 30.07, Wis. Stats., and chs. NR 19.055 and NR 40.07, Wis. Adm. Code, as well as compliance with the most recent DNR approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol'.

Retain, for a period of six years after the end date of this agreement, all project records, including proof of payments and proof of purchases, and monitoring data sheets to support events/tasks undertaken as part of this agreement.

Records shall include:

- a. Training sessions attended.
- b. Training sessions held and names of participants attending.
- c. Meetings with stakeholders and/or partner groups.
- d. AIS outreach activities and any monitoring data sheets.
- e. Media contacts.

Activities to be performed: Check all activities for participation in 2025-2027

Participate in a DNR-approved watercraft inspection program.

- Promote CBCW effort and advertise trainings to local community.
- Conduct trainings for interested volunteers and/or paid staff on methods to conduct boat inspections and engage boaters in AIS prevention steps.
- Train participants how to enter CBCW data into SWIMS.

- Conduct CBCW inspections at launches in coverage area.
- Assist with Statewide Boater Behavior Study (as requested).
- Work with partners to apply for CBCW grants to fund additional inspectors.

Participate in monitoring and/or training for aquatic invasive species.

Perform early detection monitoring

- Monitor [1] lakes/streams/wetlands using DNR-approved protocols
 - → Early Detection Protocols
 - → CLMN AIS Monitoring Protocols
 - → Project RED Survey Protocols

☐ Train citizens/volunteers to perform early detection monitoring

- Train [##] citizens to monitor for AIS using DNR-approved protocols
 - → CLMN AIS Monitoring Protocols.
 - → Project RED Survey Protocols

Assist DNR in response monitoring

- Work with regional DNR AIS Biologist to provide AIS response monitoring based on new AIS Findings.
- Assist with response monitoring, which could include non-traditional methods of monitoring as requested by the DNR, US Fish and Wildlife Service, UW Sea Grant, Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP), etc.

Most a Snapshot Day event

- Attend annual Site Leader training or view recording, asking questions to UW Extension Rivers Educator as needed.
- Arrange for training site location, select local monitoring stations, train, and coordinate volunteers on day of event.
- Assist in local advertising to solicit volunteers. Communicate with volunteers ahead of event regarding meeting times and locations, and general expectations.

- Maintain communication with UW Extension Rivers Educator to receive and apply seasonal updates.
- Complete ID verification with DNR AIS Biologist prior to data entry into SWIMS.
- Enter monitoring data into SWIMS within communicated deadline and send participation records to UW Extension Rivers Educator.

☑ Participate in Project RED

- Conduct at least [1] Project Riverine Early Detectors (RED) surveys using <u>Project</u> RED survey protocols.
- Review training videos each year and ask questions to UW Extension Rivers Educator as needed.
- Train [1] volunteers using Project RED protocols, including how to enter data into SWIMS.
- Provide ongoing support for volunteers for general questions and species verification.
- Report trainings to SWIMS training projects.

Participate in aquatic invasive species prevention campaigns and lake protection activities as approved by the DNR.

Select the campaign(s) participating in:

\boxtimes	Great Lakes AIS Landing Blitz (Open Statewide)
X	Drain Campaign
X	Serve as media contact for the county for all DNR campaigns

Participate in the purple loosestrife biocontrol (PLB) program.

- Tier One For counties new to the PLB program or wishing to reestablish a program.
 - Review extent of purple loosestrife populations and possible beetle refuges.
 - Determine plan to move forward based on level of need; if possible, engage with other counties in region conducting PLB for mutual support.
 - Support partners as needed; may include digging, beetle collection, releases, etc.
 - Report beetle presence and activity and biocontrol releases in the SWIMS database.
 - Assist or enter volunteer data into SWIMS.

Tier Two - For counties with existing PLB programs or who wish to expand based on
need and available funding.

 Support and expand the existing network within your county and/or work with neighboring counties for coordinated responses. (e.g., recruiting partners/volunteers, beetle collection/release, conducting county rearing)

- Identify and monitor insectaries and beetle refuges, coordinate or participate in the collection and distribution of PLB organisms to all interested partners, and target the release of organisms, where needed, in [county name] County.
- Plan and conduct [##] educational workshop to promote the PLB program.
- Utilizing the program forms, report beetle presence and activity and biocontrol releases in the SWIMS database. This includes entering data for partners who do not use SWIMS.

Tier Three - For counties with well-established programs. Tier One or Tier Two must be
selected above.

- Conduct a needs assessment of sites to determine:
 - → Sites that need continued biocontrol
 - → Sites that can pause biocontrol for a short- or long-term period
 - → Sites that could utilize integrated management, such as digging or chemical treatments
 - → Sites that should maintain some level of purple loosestrife to act as county insectaries and/or refuges

Participate in the Citizen Lake Monitoring Network (CLMN).

raitic	pate in the chizen take Montoning Network (et.M.V).
Work v	with local DNR CLMN Coordinator to fill out this section.
Name	of DNR CLMN Coordinator who approved the activities:
	Tier One - In addition to conducting training for CLMN volunteers on AIS monitoring or water clarity (Secchi), complete the following activities.
	Assist the DNR CLMN Coordinator in promoting the program and soliciting for

- volunteers.
 Assist the DNR CLMN Coordinator to train new volunteers and supply annual sampling supplies to CLMN volunteers.
- Perform field checks with CLMN volunteers as needed and conduct quality assurance checks on data entered into SWIMS by citizen monitors at the end of monitoring year.
- Assist with email/phone queries to answer questions from CLMN volunteers.
- Assist with CLMN volunteer SWIMS data entry, as needed.
- Check-in with DNR CLMN Coordinator during the field season. DNR CLMN Coordinator needs to be notified immediately during the field season if some of the above tasks cannot be completed.
- Briefly describe check-in plan established with DNR CLMN Coordinator.

Tier Two - Includes coordination of water chemistry activities (e.g., temperature,
phosphorus, chlorophyll- a , and DO). Tier One must be selected above.

Conduct training for CLMN volunteers.

	 Assist DNR CLMN Coordinator to train new volunteers and supply annual sampling supplies to CLMN volunteers.
	Tier Three - Includes coordination of Quality Assurance and Quality Control (QA/QC) sampling (duplicate and blank samples). Tier One and Tier Two must be selected above. • Conduct QA/QC training for CLMN volunteers. → Perform field checks with CLMN volunteers, as needed. → Conduct QA/QC checks on data entered by CLMN volunteers into SWIMS at the end of monitoring year.
	ipate in and coordinate partner involvement to implement the Wisconsin Aquatic ve Species Management Plan's pathways approach.
Organ	isms in Trade (OIT) Pathway
\boxtimes	Promote and/or attend and assist with pet rehoming events in coverage area.
	Monitor pet stores by conducting at least [##] pet store visits.
Recre	ational Activities and Service Providers Pathway
	Contribute to dock service providers (DSPs) database by identifying DSPs in coverage area.
	Send annual outreach mailing to all DSPs in [county] County following mailing instructions found in AIS Partnership Website: DSPs.
	Facilitate AIS prevention programming for DSPs. • Recruit [##] DSP(s) to participate in a 1:1 training
	Participate in waterfowl hunter outreach. • Perform [##] waterfowl hunter outreach at hunter entry points. • Provide outreach at local hunting events (e.g., conservation club meetings, waterfowl hunter expos, etc.). • Provide outreach through media.
	Coordinate and conduct [3] checks to verify condition of DNR AIS signage at lake/river public access sites.: • Use DNR-approved forms to report signage inspections and enter data in SWIMS.
	 Maintain digital photographs of AIS signs that have been inspected and upload them as part of the signage fieldwork events to the County's AIS Signage Project in SWIMS.
	 Install DNR AIS signage, as needed, and per installation guide.

	Contact at least [1] bait shops as part of the statewide Bait Shop Initiative and provide AlS outreach message and materials. • Report to the county Bait Shop Initiative project in SWIMS.
Suppo	rt Pathways Programming Participate in other AIS Pathways initiatives or work groups as requested by the Department.
Provid	le AIS outreach and education to local partners and AIS stakeholders.
	Represent the AIS Partnership at [1] events. • Events include, but are not limited to, public festivals, farmers markets, schools, fishing tournaments, conferences, and stakeholder meetings (e.g., Conservation clubs, boating clubs, angling clubs, lake & river groups, etc.).
	Share [1] AIS-related posts per month via social media to increase AIS awareness and reinforce prevention messaging. • Submit screenshots of social media posts as part of reporting.
	Write [1] electronic newsletter(s) that provide AIS information, articles, and updates to partners. • Submit newsletter as part of reporting.
	Share relevant AIS articles with partners and citizens for use in their newsletters. • Submit copy of newsletters as part of reporting.
Provi	de Surface Water Grant support.
	Provide assistance to a grantee or apply for AIS Prevention and/or AIS Education grants. • Assist AIS-related grant recipients with AIS education and outreach tools to ensure consistent messaging.
	Work with DNR AIS Biologist and grant applicant to apply for an EDR grant, if needed. • Serve as authorizing representative for the EDR grant, if applicable.
Colle	ct and report other physical data on lakes and lake ecosystems, including data on

water levels and lake ice extent and duration.

2.

List the activity(ies) requested by DNR AIS Biologist:

Complete other activities in addition to selected scope activities.

List the activity(ies) requested or agreed upon by DNR AIS Biologist:

1. Assist in Youth Education Days to provide educational opportunities to K-12 Students.

Section: Designated Agents and	County agreements:	
County Allocations		
Grant County	\$11,723.17	
Green County	\$ 10,935.31	
Iowa County	\$ 10,914.45	
Lafayette County	\$10,367.40	
Sauk County	\$13,058.86	
Total	\$56,999.19	
Proposed Project Budget		
AIS Coordinator Salary	\$46,169.34	81%
AIS Coordinator Fringe Benefits	\$ <u> </u> 0	
Salaries (Administration)	\$2,849.96	5%
Fringe Benefits (administration)	\$0	
Travel	\$4,559.94	8%
Supplies & Operating Expenses	\$2,849.96	5%
Contractual Services	\$0	
Equipment	\$570	1%
Other (describe in detail)	\$0	
Total	\$56,999.19	
Declaration:		
By affixing our signatures below, we swe	ear that the document above accur	rately portrays the
relationship and intent of all parties.		
FOR Sauk County	FOR Upper Sugar River Wa	atershed Association
Low. Miller	Ву:	
Signature	Signature	,
ADMINISTRATOR		
Fitle	Title	
10/16/2024		
Date Signed	Date Signed	

RESOLUTION # 67 - 2025

Resolution authorizing Sauk County to Submit An Application to the Wisconsin Department of Administration for the Grants for Local Projects (Non-State Grant Program)

Resolution offered by the Land Resources and Extension Committee

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

BACKGROUND: The Sauk County Board of Supervisors adopted the Sauk County Farm Master Plan in March 2022 (Resolution No. 35-2022). The Plan ensures the continued management of the site's agricultural and natural resources, preservation of its historic features, and the transformation of the space into an educational resource for the communities of Sauk County. Over the next 20 years, the County Farm is envisioned to become an important educational resource for Sauk County residents of all ages and backgrounds to learn about regenerative, profitable, and resilient agricultural practices through on-site demonstrations, research and collaborative partnerships. In October 2023, the Sauk County Board of Supervisors adopted the Sauk County Farm Education Hub Development Plan as an Appendix to the 2022-2042 Sauk County Farm Property Master Plan (Resolution 82-2023). The Education Hub Development Plan is an overlaying 20-year engineered blueprint outlining the development of a future educational hub for indoor/outdoor events, programming, recreational trails, community gardens, and habitat restoration. The planning process for both plans included a significant amount of stakeholder engagement to develop, review, and refine the plan.

Funding in the 2024 and 2025 LRE budgets have been utilized to restore the exterior or the historic 1921 firehouse, construct community gardens, and install interpretive signage throughout the education hub. The proposed 2026 LRE Capital Improvement Plan (CIP) Budget includes \$200,000 in funds to be used towards additional improvements at the County Farm including the construction of a park pavilion, restorations to the interior of the historic firehouse and improvements to parking and traffic flow. The master plan for the education hub is attached as Appendix A.

Sauk County seeks to apply for a Grants for Local Projects (Non-State Grant Program) to expand the planned improvements at the Sauk County Farm. The purpose of the Non-State Grant Program is to offer funding to organizations for capital infrastructure projects that benefit the broader public. This project will fall under the "Economic and Workforce Development" category which includes projects that stimulate job growth and economic prosperity in Wisconsin. This encompasses initiatives to attract new businesses, expand existing businesses, invest in tourism-related endeavors, or provide workforce training and education. The planned improvements include restoring the carriage doors and upgrading the electrical components of the historic firehouse, moving the entrance of the driveway and constructing appropriate stormwater collection basins, burying the existing power line, installing a welcome kiosk, and planting prairie and foraging tree species.

The cost of the projects outlined in the CIP and the expanded improvements is estimated to be \$400,000. Sauk County will be requesting \$200,000 from the Non-State Grant Program, with our CIP of \$200,000 being used to meet the local, non-state match requirement.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, a resolution to authorize Sauk County to submit An Application to the Wisconsin Department of Administration for the Grants for Local Projects (Non-State Grant Program).

54	Approved by the Land Resources and Extension Committee on October 09, 2025.								
55 56 57	To be presented to the County Board on October 21, 2025.								
58 59	Consent Agenda Item: [] YES NO								
60 61	Fiscal Impact: [] None [] Budgeted Expenditure [] Not Budgeted								
62 63	Vote Required: Majority = 2/3 I	Majority = _		3/4 Majority =					
64 65 66 67 68	The County Board has the legal authority by the Corporation Counsel,	to adopt: Y	'es <u>X</u>	No, Date	_ as reviewed :				
69 70	Offered and passage moved by:								
71	W. J. Warrana Obain	☐ Aye	□ Nay	☐ Abstain	☐ Absent				
72 73 74 75	Marty Krueger, Chair Dennis Polivka, Vice Chair	∑ Aye	□ Nay	☐ Abstain	☐ Absent				
76 77 78	Brandon Lohr	☐ Aye	□ Nay	☐ Abstain	☐ Absent				
79 80	Jan	Aye	□ Nay	□ Abstain	☐ Absent				
81 82 83 84	Peter Kinsman Robert Spencer	Aye	□ Nay	☐ Abstain	□ Absent				
85 86	, D.11.D.	□ Aye	☐ Nay	☐ Abstain	Absent				
87 88 89 90	Robert Prosser Valerie McAuliffe Valerie McAuliffe	t¥ Aye	□ Nay	□ Abstain	☐ Absent				
91 92	LynnEbel	☑ Aye	□ Nay	☐ Abstain	☐ Absent				
93 94 95 96 97	Lynn Eberl Cardy Puttlamer Randy Puttkamer	⊠Aye	□ Nay	□ Abstain	□ Absent				
98 99 100 101 102	Fiscal Note: Funding for the developments a proposed 2026 capital improvement plan bud carryforward and \$90,000 in general fund.	get request	County F	arm is include nsists of \$110,	d in the 000 in				
103	MIS Note: No information systems impact.								

SAUK COUNTY FARM EDUCATION HUB

10-09-2023





GOAL:

of the space into and educational resource for the communities of Sauk County - a farm for everyone. resources, preservation of its historic features, and the transformation To ensure continued management of the site's agricultural and natural

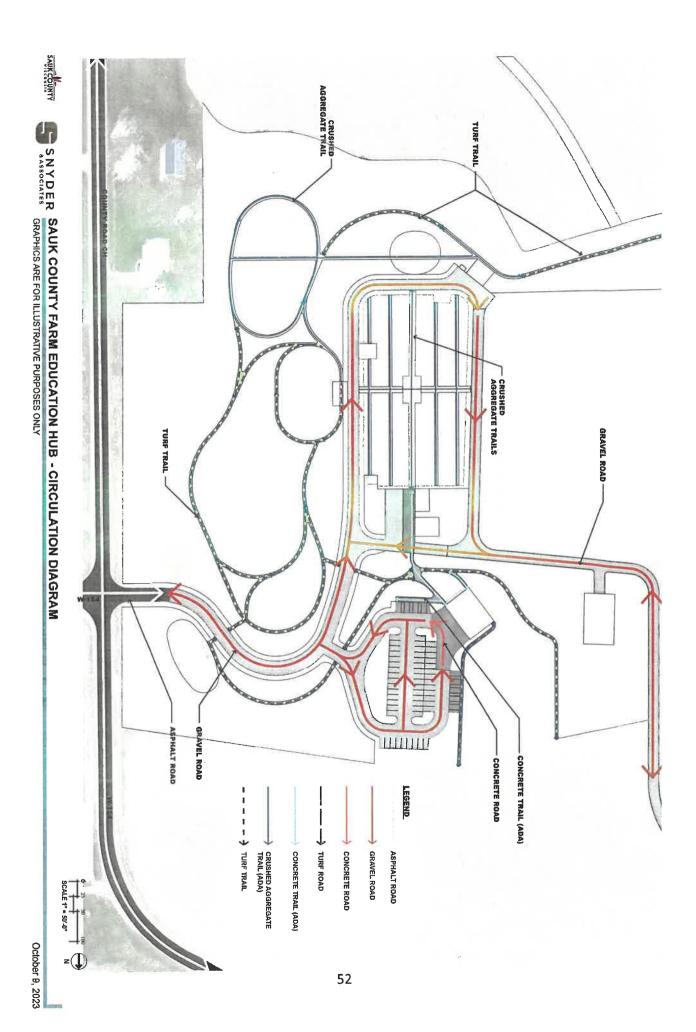
DESIGN APPROACH:

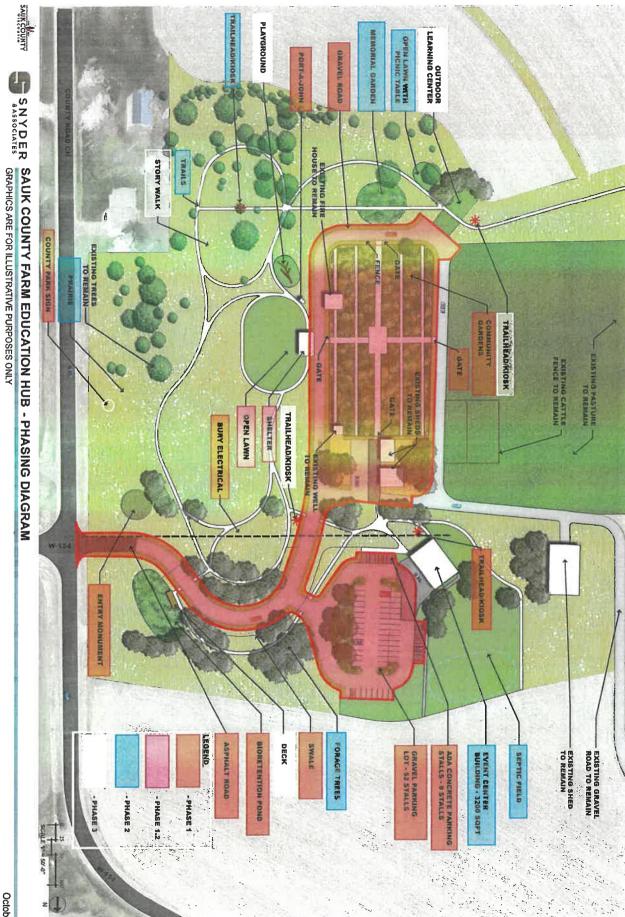
Keep the design simple, functional, and accessible.

Maintain an agrarian theme and feeling. Let the site elements present themselves and maintain and understated simplicity. It's a farm.









53

October 9, 2023



















SNYDER SAUK COUNTY FARM EDUCATION HUB-ENTRY MONUMENT
AASSOCIATES GRAPHICS ARE FOR ILLUSTRATIVE PURPOSES ONLY





SNYDER SAUK COUNTY FARM EDUCATION HUB - PLANT LIST

Walnut English and Black Red Mulberry NAME American Hazelnut Persimmon Cottonwood Northern Pecan Chestnut Honey Locust Willow September - Novembe November - December November - December September - October HARVEST TIME September - October August - Fall ylu Vlu Fall - Winter May - July August 2 - 3 years grafted, 5 - 6 years seedling AGE AT PRODUCTION MINIMUM 4 - 5 years 2 - 3 years 5-7 years 2 - 3 years 5 - 7 years 5 - 10 years 3 - 4 years 10 years AGE AT PRODUCTION MAXIMUM 2 -3 years grafted, 6 - 12 years seedling 20 - 30 yeaers 20 - 25 years 25 - 50 years 15 - 20 years 4 years 25+ years 5 years N/A Black Walnut at 30 years, hardwood for furniture WOOD HARVEST Wood chip mulch Hardwood Lumber Lumber Lumber N.A K NA **CANOPY TREES** ZONE 3 to 7 4 to 9 5 to 8 4 to 10 3 to B 3 to 9 6 01 9 4 to 9 ស្ន HEIGHT/ SPREAD 70' x 40' 40' x 30' 50' x 50' 10' - 16' 75' - 100' S 30' x 30' 70' x 50' 40° x 30° x 50 SPACING 15' to 20' 20' to 35' 25' x 25' 20' x 20' 10' x 10' 30' to 35' 20" to 24" 8' to 18' 8' to 10' **FERTILIZATION** N/A to production, but excellent pollinator plant Self-incompatible Self-incompatible Self-incompatible Cross-polinated Cross-pollinated Self-pollinate Self-pollinated Self-pollinated Can start spacing at 30' x 30', thin to 42' x 42'. Northern' pecans need 180 w freet-free days (above 28 F) and 950 r coding degree days to be suitable. Shells can be used for eardblasting Compenion Plants: Beans, beats, beats, beats, parables, earlotte, con, makora, squash, black respborites, conions, circles, yarms, crobapties, plume, pastelse, pawpaw, parsimmons, artohose, quinces High pelatability. Can be cult during drought peliods for additional longo, Adapted to updant sits. Excellent for windbreats. Easily propagated by parting hardwood cultimes. Excellent for politications. May provide some medicatal benefits to investode. Additional products include basket willow, blocher, ornamental deviens, and wood chip mutch. Easily propagated by hardwood cultimes and wood chip mutch. Easily propagated by hardwood cultimes. Yield and years to havest vary by claim and location. Choose the chiefs, griffed cultivars with suggary pods and highly yields such as yearly pods and highly yields such as Wilwood', "Alehounth', "Calhouri or "Heathey' for liveratick tree. Wild genetics may have thorns or be throntees, but usually do not have high-quality pods. Heavy pod producing trees may not be suitable for windcreaks, as they can break in the control of the windcreaks, as they can break in Native, but hard to find true M. rubra in nursey stock. Fruit harvest of large trees may be difficult. Best for value added processing as fresh truit do not keep. Suitable for frost pockets, commandal yields per acre difficult to predict. Blight is an issue.
Chinese Varieties: Bisalta #3,'
(Colossal, 'Eaton,' 'Marigoule' and
'Mossberg.' Use for screening - will spread Leaves are used for teas Hard wood NOTES Young trees need ample feitization. For young trees waste, Desn't reas waste, Desn't require pruning excepts to keep it away from other plants Can be pruned to control size, can benefit from fertilzing. Minimal irrigation at maturity Prune in late summer to late fall.
Should only be fertilized in the spring. Drought-tolerant after first few years. Young trees need to be irrigated, Newly planted Types are facilized. Fune forgrupe at beginning, when mature little pruning except to remove dead branches. MAINTENANCE Prune while young to shape and while its easier, Newly planted trees respond very well to fertilization. Surrounding the trunk of the tree with hardwardoth will profect it from rebits. Prune folliage and branches regularly so it gets full aun. Irrigate reguarly, fertilize when young. Early training only for pruning, irrigation after establishment, Generally do not require feritization. Mature tree pruning is only necessary with declined production, 1 Inch of water per week Mature trees pruned when it is dormant, Fertilize beginning of July, Remove suckers.

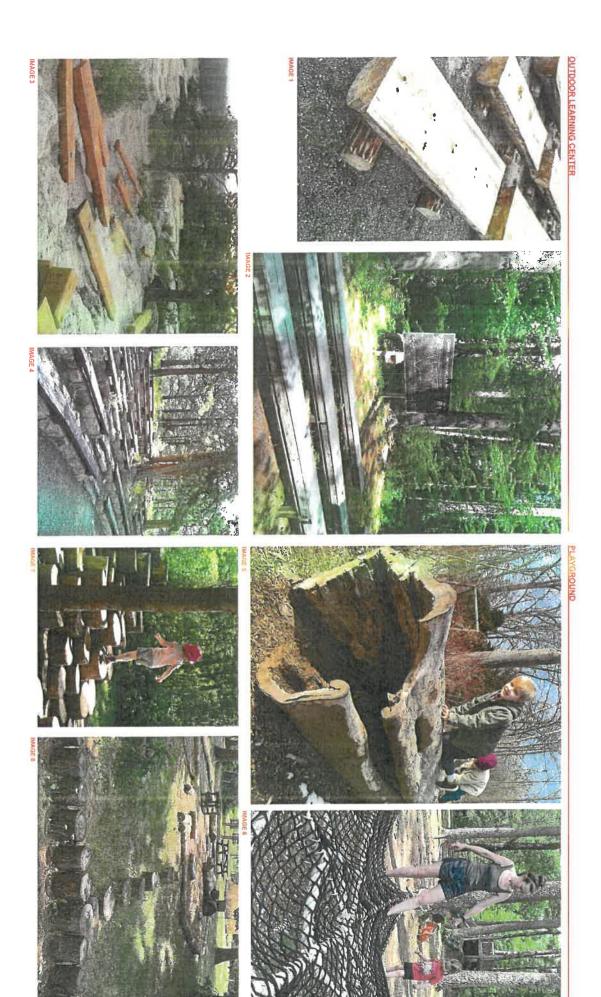


SAUK COUNTY	





							P								
NAME		Peach	American Plums	Common	Apple	Serviceberry	American	Cherry	Paw Paw	3	Raspberry	Gooseberry	Thimbleberry	Aronia	Black Current
HARVEST TIME		July - September	August - September	August - October	August - October	May - June	August - September	April - July	September - October		June-August	June - August	June- August	August - September	tuly - August
AGE AT PRODUCTION MINIMUM		2 - 4 years	3 years	3 - 10 years	3 - 6 years	3-5 years	3 - 5 years	4 - 6 years	3 - 4 years		2 years	1 - 3 years	2 - 3 years	3 years	3 years
AGE AT PRODUCTION MAXIMUM		20 years	8 yers	15 - 20 years	50 years	6-8 years	10 years	AIN	7 - 8 years		3 years	3 уеагѕ	3 - 4 years	5 - 6 years	4 - 5 years
WOOD HARVEST	DWARF	N/A	AIN	Furniture	N/A	N/A	N/A	Hardwood	N/A		N/A	N/A	N/A	N/A	N/A
ZONE	DWARF FRUIT TREES	3 to 8	3 to 8	4 to 7	3 to 8	4 to 9	3 to 9	4 to 8	5 10 8	SHRUBS	3 to 9	3 to 9	3 to 8	3+	2+
HEIGHT/ SPREAD	ES	12' × 12'	15' x 20'	15' x 15'	6' x 6' to 20' x 20'	15' x 15'	12' x 6'	15' x 15' to 25' x 25'	20' × 20'		5' x 5'	ού Σ	4' x 4' to 8' x 8'	6 - 12' tall and 3 - 6' wide	5; × 5;
SPACING		12' to 20'	& X &	12' to 20'	10' to 20'	9' to 12'	6, 10 8,	6' to 8'	8' to 12'		2' to 3'	2' to 3'	2' to 3'	3' to 4'	4° to 5°
FERTILIZATION		Self-pollinate	Self-pollinate	Self-incompatible	Self-incompatible	Self-pollinate	Self-incompatible	Self-incompatible	Cross-pollinated		Self-pollinate	Self-pollinate	Self-pollinate	Self-pollinate	Self-pollinate
NOTES		Use dwarf versions for planting "Reliance" variety known for cold hardiness	Good in woodlands, pestures streams and hedgerows, tolerates shade Futt generally not consumed, but used for jelly and preserves Grows in thickets and spreads	Dwarf varieties are easier to maintain Varieties: Golden Spice, Gourmet, Julcy Jewel, Luscious, Parkor, Patten, Summercisp, Ure	Dwarf varieties are 6' x 6' and standard apple trees are 20' x 20'	Downy variety	Berries are slightly toxic and must be cooked before eating	Sour or tart cheries are self- pollinators, most sweet cherry varieties are self-incompatible	Can produce in the strate but full aun is required for high yelder. For high yelder, full is used within a few days of ploking or pulped and furean. Fewer peach these name fulls, but couldo lray will be required. Sheed must be sept for young trees. Seed must be tept combattly most in order to stay when the strain order to stay or the strain order to stay when the strain order to stay when the strain order to stay or the strain order to stay when the strain order to stay or the strain order to stay order to stay					Best suited for value-added products due to astringent taste when fresh. High labor makes machine harvest most practical	Shade-tolerant, Usually machine harvested. Must be variety resistant to White Pine Bister Rust
MAINTENANCE		Irrigate every 7 to 14 days. Prune during dormant season	Requires regular watering. Prune in late winter of early spring. Benefits from annual fertilization	n Semi-drought tolerant after frist few years, Fedilize in the Spring, Prune 1/3 growth in late winter or early spring.	Prune no later than early April. Regular watering	Prune for a good branch structure when tree is young. Drought tolerant after plant is well established	Relatively drought tolerant Prune late winter or early spring to control size.	Drought tolerant. Avoid applying fertilizer after July 1st. Prune late winter when plant is dormant.	Fertilize at least twice a year. Propagate by grafting and cutting. Require regular of imgation when young.		Fertilize in spring before new growth. Regular frigation especially from bloom until harvest.	Prune old wood in lats winter. Remove weeds regularly.	Don't prefer fertilizer, Regularly vatered.	Lighty snape pana, remove dead or diseased branches. h. remove suckers. Little to no st fertilizer, keep soil eventy moiet until plants are established.	Apply fertilizer two times per year. Fertilize regularly. Prune ant twic a year, in winter and summer.



RESOLUTION # 68 - 2025

Resolution Authorizing the Application and Implementation of The Healthy Lakes and Rivers Program

Resolution offered by the Land Resources and Extension Committee

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

BACKGROUND: The Wisconsin Department of Natural Resources (WDNR) has grant funding available through the Healthy Lakes & Rivers program which is a subprogram of the Surface Water Management grant program. The Healthy Lakes & Rivers program focuses on landowners within 1,000 feet of lakes and 300 feet of rivers that want to install practices on their property to improve habitat and water quality. Healthy Lakes & Rivers grants support five simple and inexpensive best practices that may be installed in the littoral, transition/buffer, and upland zones of shoreland properties. The grants provide up to \$1,000 per practice and up to \$25,000 for an eligible applicant applying on behalf of multiple property owners. Remaining cost to install the practices will be provided by property owners. Sauk County Land Resources and Environment (LRE) Department applies for the WDNR funds on behalf of property owners who want to implement these conservation practices.

WHEREAS, the Sauk County LRE Department attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, an Agreement/Contract is required by WDNR to carry out the project; and

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that the Administrator is authorized to act on behalf of Sauk County to sign and submit an application to the WDNR for Healthy Lakes and Rivers, enter into an agreement/contract with the WDNR, Submit required reports to the WDNR to satisfy the Agreement/Contract, as appropriate Sign and submit other documentation as necessary to complete the project per the Agreement/Contract.

BE IT FURTHER RESOLVED, that Sauk County will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share Agreement/Contract.

Approved by the Land Resources and Extension Committee on September 24, 2025. To be presented to the County Board on October 21, 2025.

Consent Agenda Item: [] YES [] N	NO		
Fiscal Impact: [] None [X] Budget	ted Expenditure [] Not I	Budgeted	
Vote Required: Majority =	2/3 Majority =	3/4 Majority =	
The County Board has the legal aut by the Corporation Counsel,	hority to adopt: Yes	No _, Date:	as reviewed

52	Offered and passage moved by: Land Resources and Extension Committee				
53 54 55	Marty Krueger, Chair	⊠ `Aye	□ Nay	□ Abstain	□ Absent
56 57 58	Dennis Polivka, Vice Chair	⊈ (Aye	□ Nay	□ Abstain	□ Absent
59 60		□ Aye	□ Nay	□ Abstain	Absent
61 62 63 64	Brandon Lohr Peter Kinsman	Aye	□ Nay	□ Abstain	□ Absent
65 66	John 199		□ Nay	□ Abstain	□ Absent
67 68 69 70	Robert Spender	Aye	□ Nay	□ Abstain	□ Absent
71 72 73	Valerie McAuliffe	ДАуе	□ Nay	□ Abstain	□ Absent
74 75	0	□ Aye	□ Nay	□ Abstain	
76 77 78 79 80	Randy Puttkamer	Ave	□ Nay	□ Abstain	□ Absent
81 82 83	Fiscal Note: The grants provide up to \$1,000 applicant applying on behalf of multiple proper will be provided by property owners. λ	0 per pra ty owners	ctice and s. Remain	up to \$25,0 ing cost to in	00 for an e stall the pra

Fiscal Note: The grants provide up to \$1,000 per practice and up to \$25,000 for an eligible applicant applying on behalf of multiple property owners. Remaining cost to install the practices will be provided by property owners.

MIS Note: No Impact

84 85

RESOLUTION # 69 - 2025

Resolution Approving the Amended Sauk County Farmland Preservation Plan

Resolution offered by the Land Resources and Extension Committee

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

BACKGROUND: The Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) is an agency responsible for administrating Wisconsin's Farmland Preservation law pursuant to Wis. Stat. Ch. 91. In order for a county and its residents to participate in the Farmland Preservation Program, a county must have a state-certified farmland preservation plan pursuant to Wis. Stat. § 91.10 which clearly identifies farmland preservation goals, objectives, policies and areas that the county intends to preserve for agricultural use. This plan identifies areas for agricultural preservation for the next 15-20 years but is updated on a ten-year basis.

The amended Sauk County Farmland Preservation Plan has been updated with input from the agricultural community, area citizens and municipalities. Each town farmland preservation plan map represented in the plan reflects each Town's respective future land use map as approved in their comprehensive plans. Pursuant to Wis. Stats. § 91.10(2) the Sauk County Farmland Preservation Plan must be included and made part of the Sauk County Comprehensive Plan. All lands owned by a federal, state or county entity are considered unclassified and are designated separately from preservation, development or transition areas.

The adoption of the Sauk County Farmland Preservation Plan by the Sauk County Board of Supervisors and subsequent certification by DATCP will allow participating Sauk County farms and agricultural property owners in towns zoned Exclusive Agriculture or as part of an Agricultural Enterprise Area to continue to qualify for farmland preservation tax credits. Agriculture is a significant economic driver in Sauk County with over 1,400 working farms and 298,000 acres in agricultural production which resulted in the sale of farm products and value-added products of over \$269 million as reported in the 2022 USDA Census on Agriculture.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, approves the Sauk County Farmland Preservation Plan, hereby attached as Appendix A.; and

BE IT FURTHER RESOLVED, that the Farmland Preservation Plan is hereby incorporated into and made part of the Sauk County Comprehensive Plan that was adopted by the County Board in Sauk County Code s. 7.004; and

BE IT FURTHER RESOLVED, that incorporation of the Farmland Preservation Plan into the Sauk County Comprehensive Plan makes it part of Sauk County Ordinance s. 7.004 and is hereby officially adopted as required by Wis. Stats. §91.10 and §66.1001.

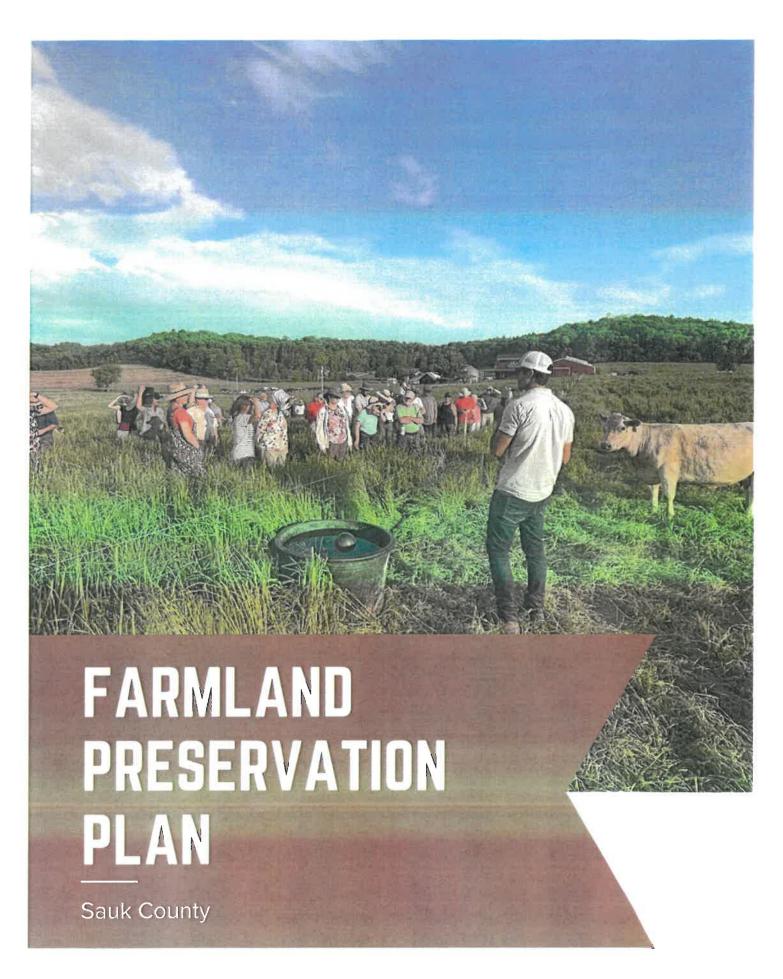
Approved by the Land Resources and Extension Committee on October 09, 2025.

To be presented to the County Board on October 21, 2025.

Consent Agenda Item: [] YES NO

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

	Vote Required: Majority = 2/3 M	Majority = _		3/4 Majority =	
	The County Board has the legal authority to by the Corporation Counsel,	to adopt: Y	es <u>X</u>	No , Date	_ as reviewed :
	Offered and passage moved by:				
		☐ Aye	□ Nay	☐ Abstain	□ Absent
	Marty Krueger, Chair	Aye	□ Nay	☐ Abstain	☐ Absent
	Dennis Polivka, Vice Chair	M Aye	□ Nay	☐ Abstain	□ Absent
	Brandon Lohr	∕ Aye	□ Nay	☐ Abstain	□ Absent
	Peter Kinsman	ØAye	□ Nay	□ Abstain	☐ Absent
	Robert Spencer	□ Aye	□ Nay	☐ Abstain	☐ Absent
	Robert Prosser Alexe An Ault St. Valerie McAuliffe	⊥¥Aye	□ Nay	□ Abstain	□ Absent
	Lynn Else Lynn Else	_ ⊠ ^Aye	□ Nay	☐ Abstain	□ Absent
	Randy Puttkamer	Aye	□ Nay	☐ Abstain	□ Absent
-	iscal Note: No Impact.				
V	IIS Note: No information systems impact.				



DRAFT: August 2025



Dear Sauk County Residents

I am excited to introduce the Sauk County Farmland Preservation Plan for 2025-2035. After several years of gathering information, incorporating public feedback, and collaborating with local municipalities, this plan has emerged as a comprehensive and valuable tool for future planning initiatives and for implementing department programs and policies.

The updated Sauk County Farmland Preservation Plan effectively highlights agricultural trends and resources, which aids in identifying the most impactful programs for the rural landscape. It encompasses policies and objectives aimed at farmland protection, supported by various programs available through the department. The plan features detailed maps that identify areas designated for continued agricultural use in the foreseeable future, laying the groundwork for certified zoning, agricultural enterprise areas (AEAs), and farmland preservation agreements. Additionally, the plan outlines the department's efforts to enhance conservation and support sustainable agricultural practices.

Protecting and enhancing agricultural lands remains a top priority for both the county and local governments. Utilizing the Sauk County Farmland Preservation Plan will greatly facilitate these efforts over the next decade.

Deputy Director

Melissa Schlupp



ACKNOWLEDGEMENTS

Land Resources & Environment Department:

Lisa Wilson, Director
Brian Simmert, Planning & Zoning Manager
Melissa Schlupp, Conservation Manager
Cassandra Fowler, Planner
Brian Sadler, Conservation Specialist
Dan Hauck, Planning Intern

Land Information/GIS Department:

Joe Fleischmann, GIS Coordinator

Land Resources & Environment Committee:

Marty Krueger
Peter Kinsman
Robert Spencer
Brandon Lohr
Valerie McAuliffe
Lynn Eberl
Dennis Polivka
Randy Puttkamer
Robert Prosser

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INTRODUCTION

Farmland Preservation Plan Overview

A productive, secure agricultural land base in Sauk County is vital to our ability to maintain agriculture as a dominant part of our culture and preserve agriculture as a viable industry which helps society to secure necessary food, fiber, and fuel supplies. Agriculture, a significant economic driver in Sauk County, includes over 1,400 working farms with nearly 300,000 acres either under production or reserved for future production.[1] The future success of agriculture requires maintaining land areas for future production while assuring favorable and expanded markets for agricultural commodities. A wellcrafted and implemented farmland preservation plan cannot necessarily preserve all our agricultural lands, nor can it provide stable and growing markets for agricultural commodities, but it can provide policy guidance when choosing what initiatives to implement as a county, when and where to implement them, and in what capacity.

Wisconsin's Working Lands Initiative

In 2009 the Wisconsin Legislature enacted Wisconsin Act 28 (2009-2011 Budget Bill) to create what is commonly referred to as the Working Lands Initiative. This law changes Chapter 91 of the Wisconsin State Statutes and sets forth technical specifications for programs that further the physical preservation of farmland, provides a means of economic support and opportunities to the state's agricultural producers, and connects production to markets. The new law continues Sauk County's tradition of maintaining the farmland preservation plan and zoning certification, conservation compliance, and leading policy implementation efforts that result in measurable outcomes which support a vibrant agricultural economy.



Under the new law, Sauk County must update the Farmland Preservation Plan by December 31, 2025. The law also specifies that Sauk County must maintain a certified zoning ordinance in order for landowners to qualify for farmland preservation income tax credits, Agricultural Enterprise Areas, or Purchase of Agriculture Conservation Easement. [2] The updated plan is an integral continuation of Sauk County's previous planning efforts to support the agricultural industry, which began with the adoption of the first farmland preservation plan in 1979.

History of Farmland Preservation Planning in Sauk County

Sauk County has a history of preserving farmland through the implementation of state programs, influencing the development of new state programs, as well as the establishment of programs uniquely tailored to Sauk County. The following is a historical timeline of agriculture-related plans and programs which were proposed or adopted in Sauk County.

1979: Sauk County adopted the "Sauk County Agricultural Preservation Plan." This plan promoted the preservation of agricultural lands through the use of techniques such as density-based zoning, the transfer of development rights, and identifying lands within each town to be preserved for agricultural land uses.

1981: The Sauk County Board of Supervisors considered the adoption of the Exclusive Agriculture Zoning District (EA) as part of the Sauk County Zoning Ordinance.

1986: The Sauk County Board of Supervisors approved the addition of the EA Zoning District to the Sauk County Zoning Ordinance.

1986-1990: Following the adoption of the EA Zoning District by the Sauk County Board of Supervisors, the following towns adopted EA.

- Town of Troy, October 1986
- Town of Prairie du Sac. October 1986
- Town of Ironton, November 1986
- Town of Sumpter, April 1987
- Town of Westfield, June 1987
- Town of Franklin, July 1987
- Town of Honey Creek, July 1987
- Town of Reedsburg, November 1990

1999: Sauk County Board of Supervisors approved Sauk County 20/20 Development Plan.

2004: Sauk County Board of Supervisors considered the adoption of an agricultural land purchase of development rights program.

2006: The Sauk County Board of Supervisors approved an addendum to the 1979 Farmland Preservation Plan to implement a density-based zoning program for towns zoned Exclusive Agriculture and Resource Conservancy.

2006: The Sauk County Board of Supervisors unanimously approved the addition of the Planned Unit Development Program (subsequently renamed Planned Rural Development Program) to the Sauk County Zoning Ordinance, which implemented the density-based zoning program.



2009: The Wisconsin Working Lands Initiative was passed as a part of the state's 2009-2011 biennial budget and coincided with an update to Chapter 91 of Wisconsin State Statutes.

2009: The Sauk County Board of Supervisors approved the Sauk County Comprehensive Plan entitled, 'Positioning Sauk County For The Future'.

2011: The Sauk County Land Conservation and Planning and Zoning Departments combined to form the Conservation, Planning, and Zoning Department.

2011: Fairfield Agriculture Enterprise Area (AEA) is established, encompassing 9,501 acres.

2013: Department of Agricultural, Trade and Consumer Protection (DATCP) certified the Farmland Preservation Plan.

2013: County board approved the Farmland Preservation

2014: County Board approved a comprehensive rewrite to the Sauk County Zoning Code, DATCP issued an order certifying the ordinance.

2014: Town of Excelsior Adopted Exclusive Agriculture Zoning.

2019: Conservation, Planning and Zoning Department became the Land Resources and Environment Department.

2020: Bear Creek AEA is established, encompassing 30,691 acres.

2023: Planning work on the farmland preservation plan update began.

2023: Farmland Preservation Program received legislative updates, increasing tax credits for those enrolled in the program.

2024: Dellona AEA is established, encompassing 8,285 acres.

2025: Woodland AEA is established, encompassing 20,410 acres.





Overview of Farmland Preservation Planning History

The first Sauk County Farmland Preservation Plan was adopted in 1979 and provided policy guidance related to:

- · Developing and adopting an Exclusive Agriculture Zoning District;
- Implementing conservation practices;
- · Establishing farmland preservation plan maps for each town.

The 1979 addendum provided additional policy guidance to:

• Recommend the development of a Purchase of Development Rights program, with an emphasis on purchasing agricultural conservation easements.

The 2006 addendum provided additional policy guidance to:

- Detail the planned unit development, cluster development and density-based zoning program including residential siting and land preservation standards;
- Update Farmland Preservation Plan maps for consistency with future land uses identified in those towns with adopted comprehensive plans.

The 2013 plan rewrite focused on:

- Working with each town to review and where necessary update the Farmland Preservation Plan
 maps and where applicable assuring consistency with future land use maps in the town
 comprehensive plans;
- Developed plan goals, objectives and policies around key topic areas utilizing input from farmer-led facilitated focus groups.

The Sauk County Land Resources and Environment (LRE) Department led the development of the original plan and addendums along with securing certification from DATCP. As a result of this overall and ongoing farmland preservation planning effort, the Sauk County Farmland Preservation Plan, addendums, and implementation ordinances have received certification from DATCP, and continue to be the primary tools to preserve agricultural land in towns that have adopted EA Zoning.



The Planning Process

The Land Resources and Environment Department provided oversight to the planning process and to the development of implementation strategies adopted as part of this Farmland Preservation Plan. Public engagement for the plan consisted of listening sessions, which were hosted across the county in February 2024. The Sauk County Land Resources and Environment Department staff gathered data, conducted the listening sessions, and worked with the towns to update the Farmland Preservation Plan Maps.

Community Participation

Community participation during the planning process occurred in several different ways. The following is a summary of efforts to solicit public input:

- The LRE Department developed a farmland preservation survey that was sent to producers in multiple newsletters and listservs.
- An ESRI StoryMap was developed to share the planning process, along with other resources. This
 was promoted on the department's social media and web-page.
 - Updates, information, listening session meeting times and contact information were posted to the StoryMap.
- The LRE Department decided on three listening sessions that would be hosted around the county.
 - The listening sessions were promoted via FSA eNewsletter, WRPQ (radio), Magnum Media (radio), Facebook, MailChimp, a flyer created by the department, and a press release.
 - These listening sessions were hosted in February 2024 in Rock Springs, La Valle, and Plain.
 - Attendance was low, but the agricultural producers who attended were able to engage in longform conversations with LRE staff.
 - These conversations provided an opportunity for the department to understand concerns and goals that producers have for themselves and their livelihoods.
 - Discussions at the listening sessions included succession planning for farmers, understanding
 what conservation resources are needed and what is working, discussions around creating a
 new agricultural enterprise area (AEA) in Woodland, and developing a better understanding of
 residents' opinions on nonfarm residential development.
- An online forum was provided where a draft plan was shared. The draft plan and maps were also sent to townships.
- The plan was presented to the Land Resources and Extension Committee on August 14, 2025 and approved by the Sauk County Board of Supervisors on August 19, 2025.

Plan Implementation, Maintenance and Review

The Land Resources and Environment Department may review and monitor this plan with the LRE Committee periodically to seek policy direction regarding implementation efforts and potential plan amendments. Without periodic review, this plan has the potential to lose its relevance as conditions change, specific projects are implemented, or as new priorities emerge.



CONDITIONS & TRENDS

This chapter provides an overview of Sauk County and the general context and trends with which this Farmland Preservation Plan is based. While much information was obtained from the county and local plans, additional background information and assessments are presented in:

- Positioning Sauk County for the Future, A Comprehensive Plan for Organizations, Businesses, and Governments in Sauk County, adopted in 2009;
- The Land and Water Resource Management Plan, adopted in 2018;
- Various local comprehensive plans, which were originally developed as part of the state's Smart Growth Law and have recently been updated. These plans can be found on <u>Sauk County's website</u>.

Environmental Resources

To sustain agriculture production of food, fiber, and fuel for the world population of over eight billion people, the agriculture community requires access to affordable resources and markets, available land, healthy soil and water.

Geology and Soils

There are three major geological regions of Sauk County which influence the major soil types found. These are often categorized as The Driftless Area, the Glaciated Area and the Baraboo Hills.

The Driftless Area comprises the western four-fifths of Sauk County. There is no evidence of this area having been glaciated for at least 750,000 years. Because the western portions of Sauk County are unglaciated, the topography has been sculpted by flowing water for thousands of years, resulting in relatively narrow ridges and steep-sided valleys carved in Cambrian dolomite and sandstone formations.





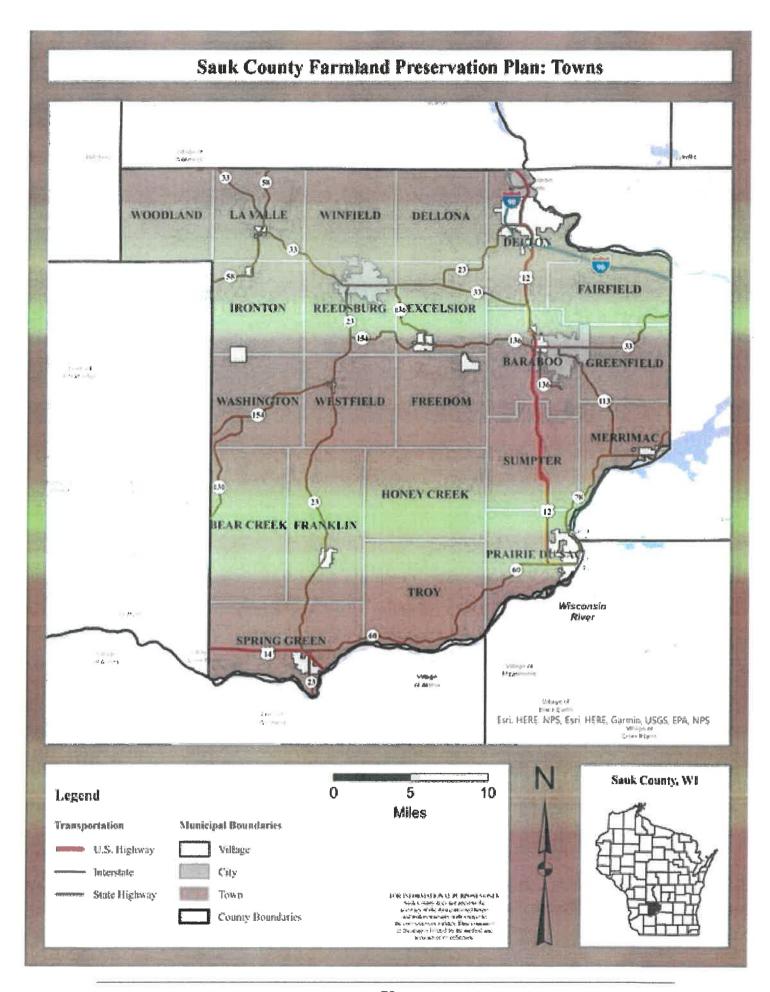
The uplands are typically underlain by dolomite. Soils in the Driftless Area are characterized as moderately well drained to excessively well drained soils that have a sandy loam to silt loam, loamy to sandy surface and a sandy loam to silt loam, loamy, sandy, or clayey subsoil, underlain by sandstone and dolostone bedrock.[3]

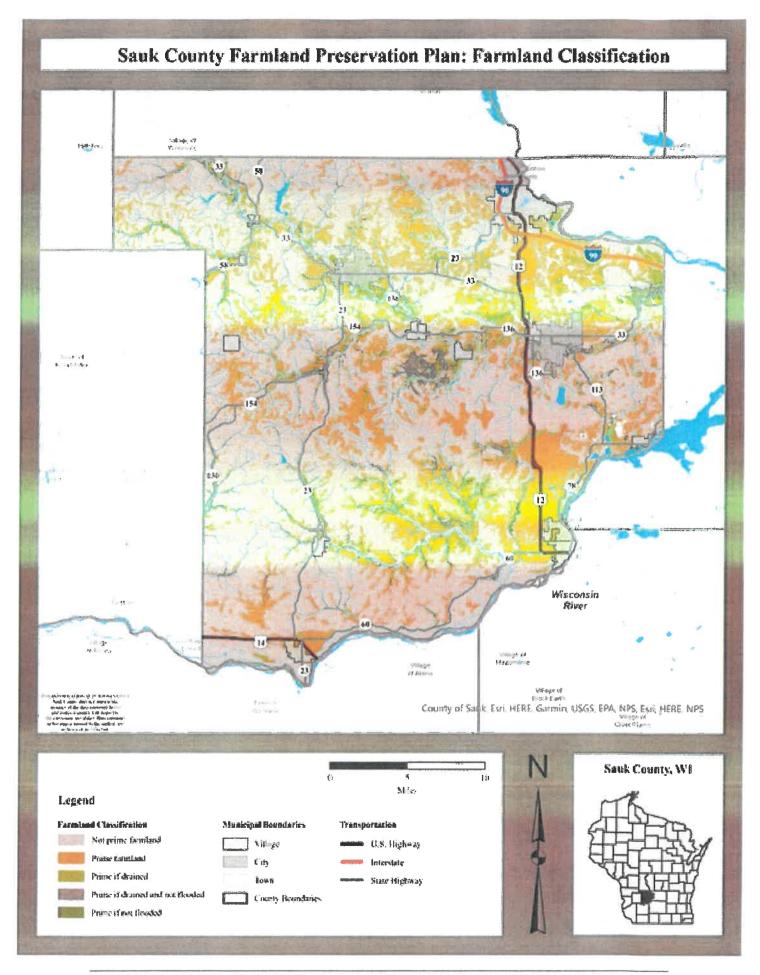
The Glaciated Area in the eastern one-fifth of Sauk County includes rolling terrain with intricate slopes composed of glacial till (clay, silt, sand, boulders, and other debris transported and deposited by glacial ice), and sediment deposited in glacial lakes and on the floodplains of glacial melt water rivers. The majority of the soils found in the glaciated eastern portion of Sauk County are characterized as being moderately well drained to excessively drained; having a loamy or sandy surface and subsurface layer, underlain by outwash and glacial till.[3]

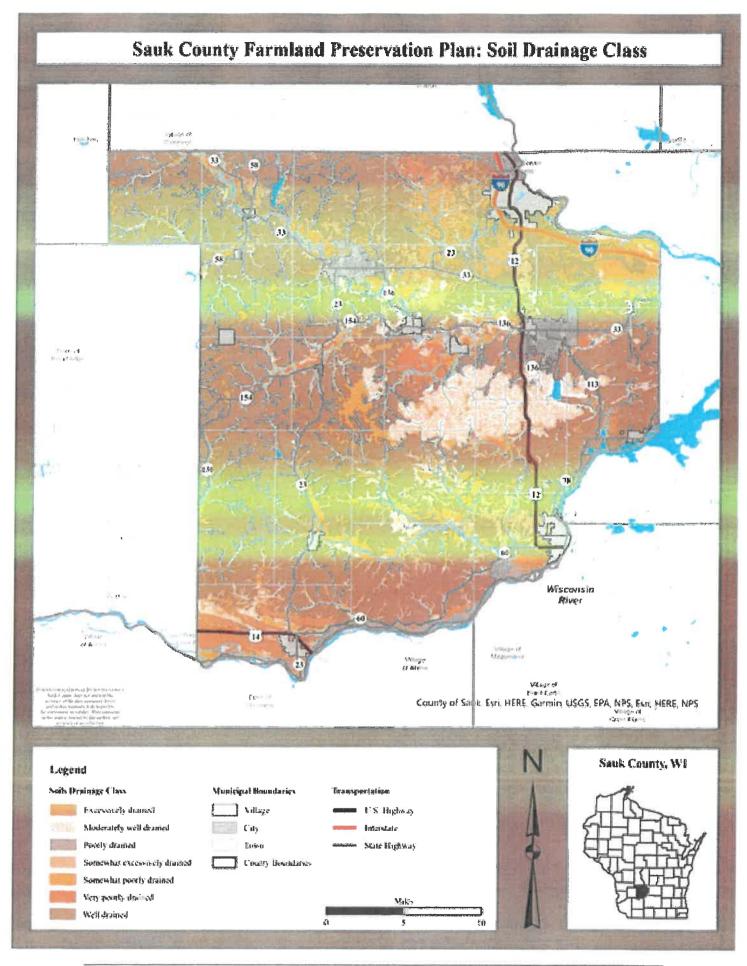
The Baraboo Hills (also known as the Baraboo Range or the Baraboo Bluffs) are centered across the middle section of the county, forming one of the more significant topographic features. The bluffs are composed of Precambrian red quartzite, which is one of the hardest known rock types. Soils on the Baraboo Bluffs are characterized as well drained, medium textured soils over shallow quartzite rock outcroppings. Portions of the Baraboo Bluffs occur in both the Driftless Area and the Glaciated Area.[3]

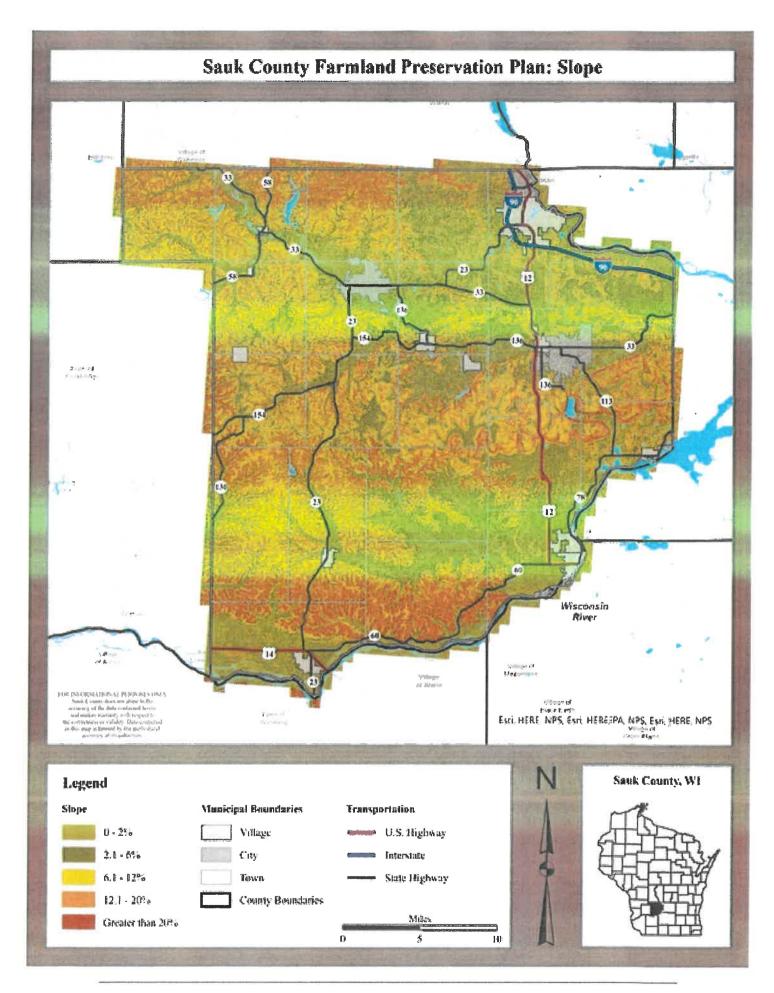
Soil Erosion

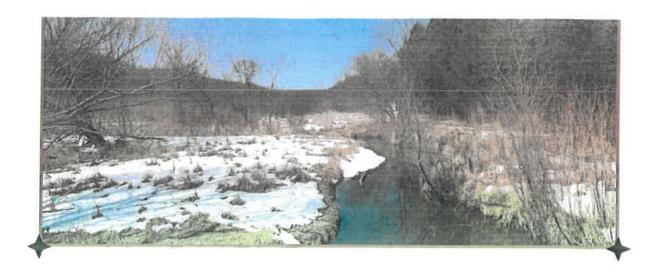
Soil erosion varies depending on soil type, slope, time of year, the amount and intensity of rainfall events as well as activities occurring on the soil at a given time. Many of the soils in Sauk County are susceptible to erosion. Whenever soil erosion processes equal those of soil building, we refer to the maintenance of this balance as tolerable soil loss, or "T." When soil building processes exceed soil erosion levels, the field has a soil loss less than "T". When soil erosion exceeds soil building, the field has a soil loss greater than "T".











Water

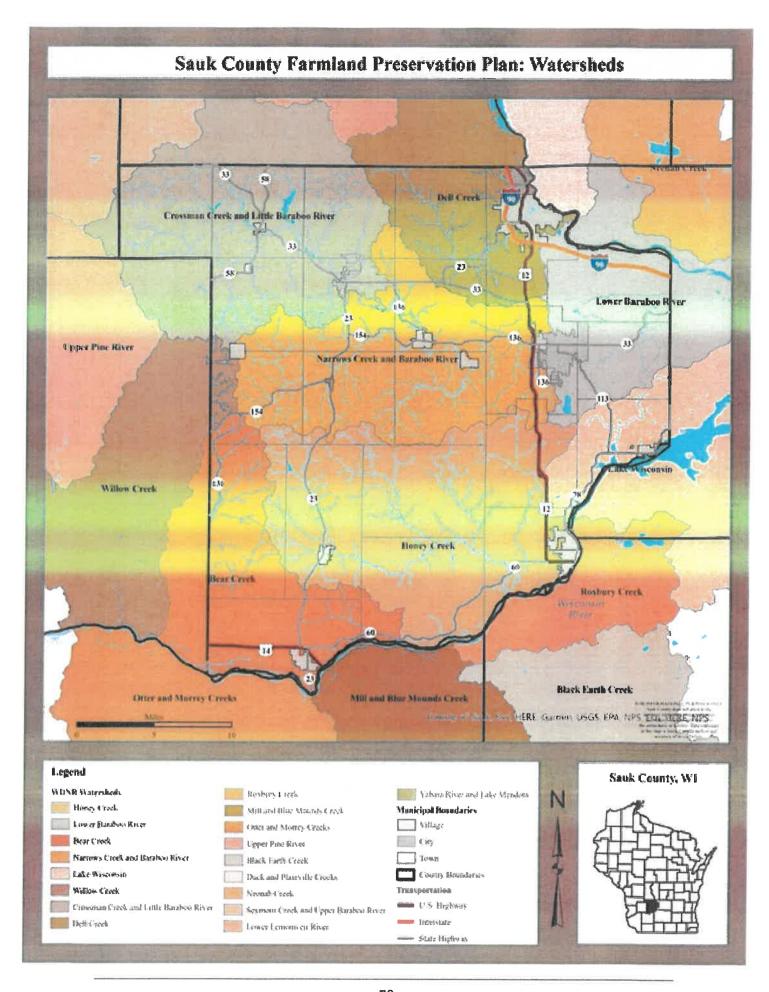
All of the watersheds within Sauk County fall within the Lower Wisconsin River Basin. Many of Sauk County's streams are fed by permanent springs. Local differences in the quality of surface water and groundwater in these watersheds reflect current land use practices, the composition of soil and rock through which the water moves, and the length of time the water is in contact with these materials.[3]

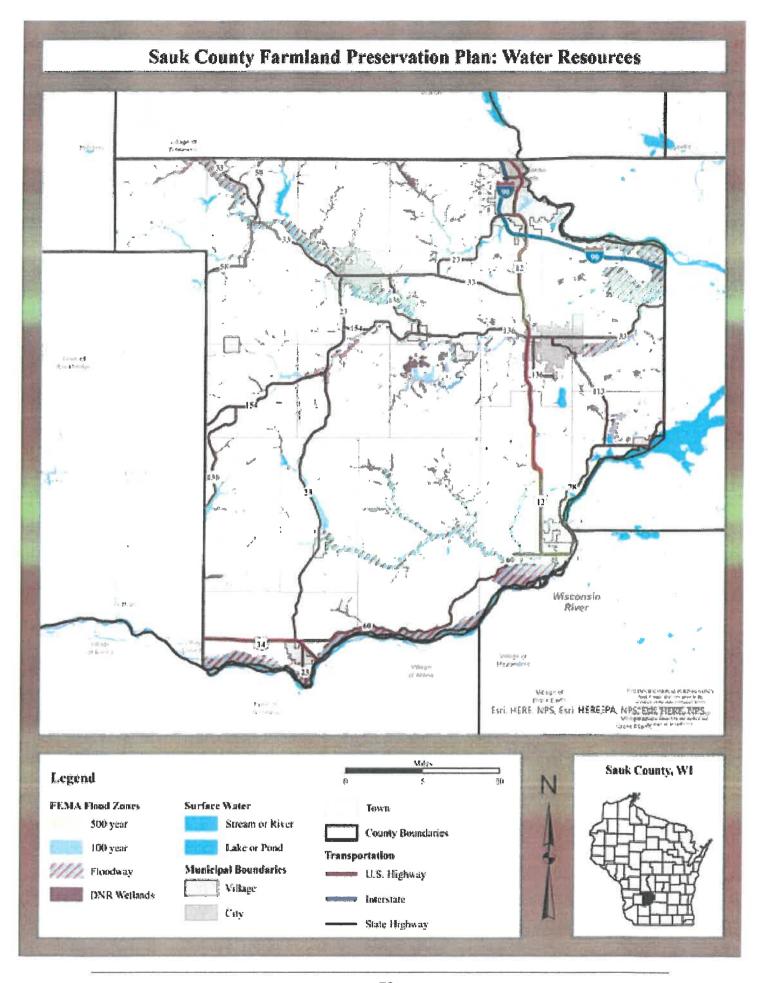
Land uses affect the quality and quantity of surface water. Agriculture is the predominant land use in the county and has an influence on the surface water resource. Increased development in urban regions has also impacted water bodies through the potential increase in delivery of nutrients and other pollutants through storm water discharges as well as impacting the flow rates of rivers and streams with potentially increased peak flows and reduced average flow rates.

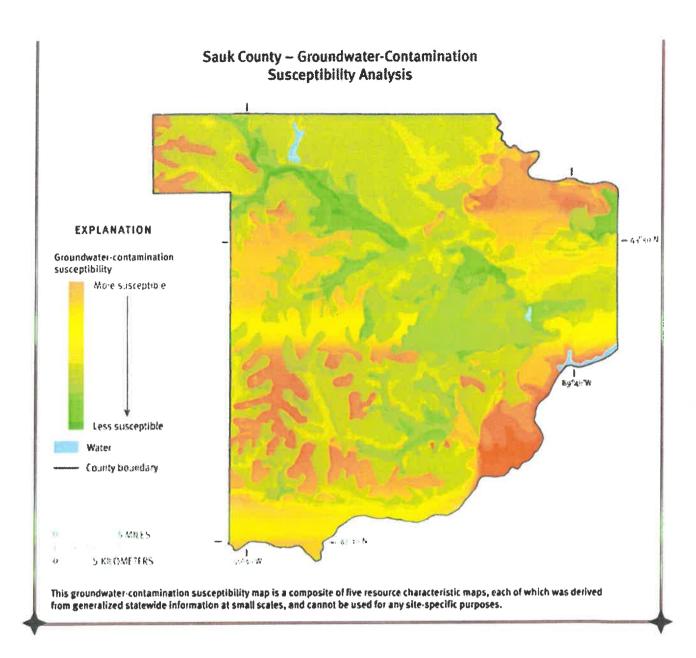
Water Supply and Use

In Sauk County, water use for agriculture has remained relatively consistent since 1990. Notable increases occur in the years 2000 and 2005 when the county experienced a moderate to extreme drought. [4] Sauk County is fortunate to currently have a large enough supply of groundwater to meet its needs.

Sauk County water use by year, In millions of gallons per day							
Maller 45-84-84	1990	1995	2000	2005	2010	2015	
Livestock	NA	NA	1.44	1.86	1.84	1.76	
Crop Irrigation	6.65	6.43	10.53	12.57	4.87	6.44	
Total Water Use	6.65	6.43	11.97	14.43	6.71	8.20	







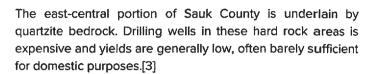
Groundwater-Contamination Susceptibility Analysis figure created by United States Geological Survey, available at https://wi.water.usgs.gov/gwcomp/find/sauk/susceptibility.html. [6]

As illustrated in the previous water use table, groundwater is the major source of water supply in Sauk County. Both quantity and quality of groundwater can vary. Groundwater is found in varying depths throughout the county. General topography, the distance above the permanent stream level, and the geological character of the underlying rock formations are factors that influence the water's depth, location, and quantity.

The difference in land uses along with the composition, solubility, and surface area of particles of soil and rock through which the water moves, as well as in the length of time the water is in contact with these materials, results in local differences in the quality of groundwater in Sauk County.

The most common type of aquifer in the western portion of Sauk County is the sandstone and dolomite aquifer. It consists of layers of sandstone and dolomite bedrock units that vary greatly in their water yielding properties. Overall, this aquifer provides reliable supplies of water suitable for virtually all uses.





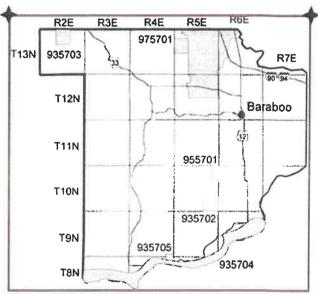
Another important source of groundwater is in the subsurface sand and gravel deposits along the Wisconsin River and the lower reaches of the Baraboo River. These deposits yield large quantities of water and are often susceptible to human-induced pollutants.

Atrazine, coliform bacteria, and nitrates are common contaminants found in Sauk County's groundwater resource. Nitrates appear to be the biggest threat to the county's groundwater. Fertilizer, septic system effluent, animal waste, and landfills can all contribute to elevated nitrate levels. State and federal laws set the maximum allowable level of

nitrate-nitrogen in public drinking water at ten parts per million (ppm). Based on groundwater samples analyzed by Sauk County Health Department, Central Wisconsin Groundwater Center, DATCP, and Wisconsin Department of Natural Resource (DNR), the highest nitrate levels came from the northeastern and southwestern portion of the county where the permeable soils facilitate the movement of nitrates into the groundwater.

The map below depicts the county's atrazine prohibition areas.[7] These are determined by a number of factors including soil type and places in which atrazine has been detected. These areas cover approximately 38,700 acres. The proper use of atrazine is not strictly enforced, although it is monitored by DATCP.

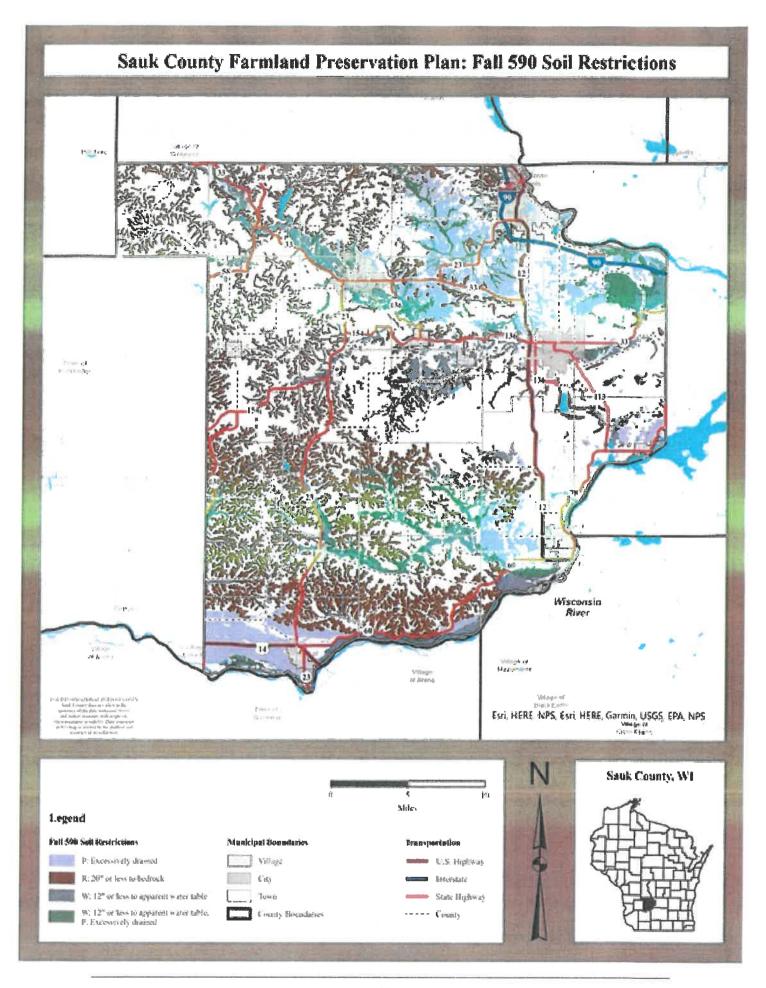
Another emerging contaminant Perfluoroalkyl and Polyfluoroalkyl (PFAS) Substances. While these contaminants are slowly being phased out of use in commercial products, they are still found in the environment from these historical uses. Current federal drinking water standards are 70 parts per trillion (ppt) for PFAS chemicals, a regulation in which the State of Wisconsin has adopted. There are no current Federal standards for groundwater. There are currently no known locations of PFA contaminants in the County.

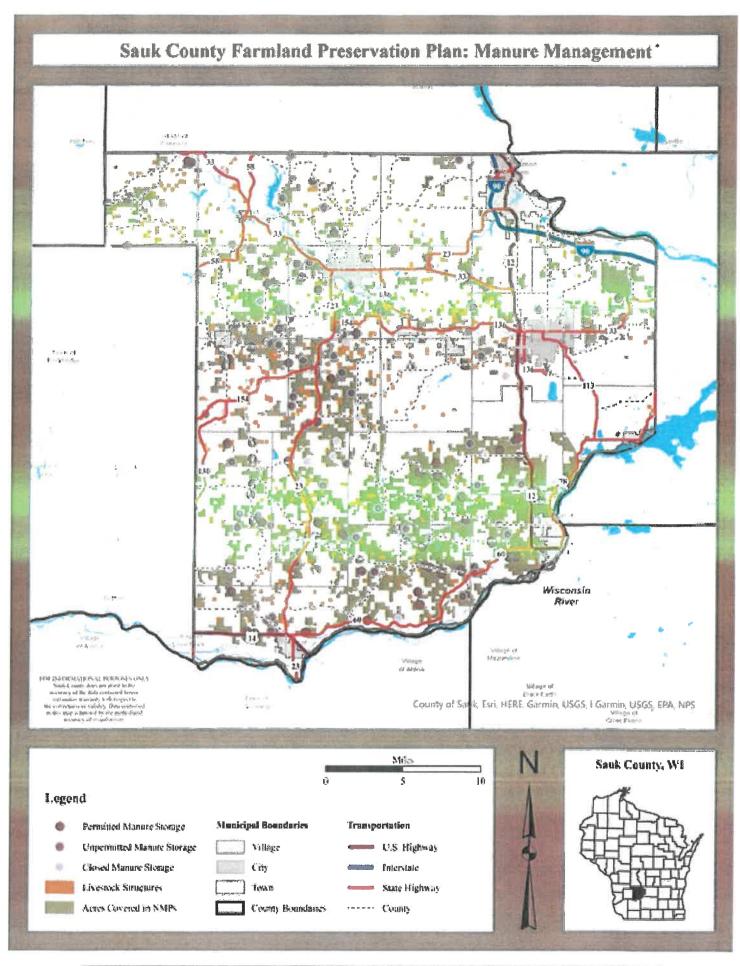


ATRAZINE FIGURE CREATED BY WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, AVAILABLE AT

HTTP://WWW.DATCP.STATE.WILUS/ARM/AGRICULTURE/PEST-FERT/PESTICIDES/ATRAZINE/CNTY_LIST.JSP

[7] DATCP HOME ATRAZINE







Soil and Water Resource Management Programs Assistance

There are several programs available at the county level to assist agriculture producers and other landowners with managing soil and water resources. The Farmland Preservation Program provides participating farmers the ability to claim tax credits if they comply with soil and water conservation standards as set forth in the cropland standards, manure storage and management as well as livestock standards. The Land and Water Resource Management (LWRM) Program administered by the LRE department assists landowners by providing cost-share and technical assistance for the implementation of best management practices. LRE also assists farmers with managing animal waste and conducts farm inspections to ensure that appropriate practices are in place.

The United States Department of Agriculture Farm Service Agency (USDA-FSA) and the Natural Resources Conservation Service (USDA-NRCS) both have offices in Sauk County. The Sauk County FSA office provides disaster and drought information, assists farm producers with the Highly Erodible Land and Wetland Conservation compliance, and administers programs such as the Conservation Reserve Program (CRP). CRP is a voluntary program which provides financial incentive to landowners who wish to set aside marginal producing lands, provide habitat, reduce soil erosion and protect surface waters from sediments.[5] A change in market demands, including increased ethanol production and organic farming, has contributed to the recent trend of declining CRP enrollment. Sauk County FSA also reports that Sauk County is seeing a trend of declining CRP enrollment. If market demands continue, it is anticipated that these trends will continue.

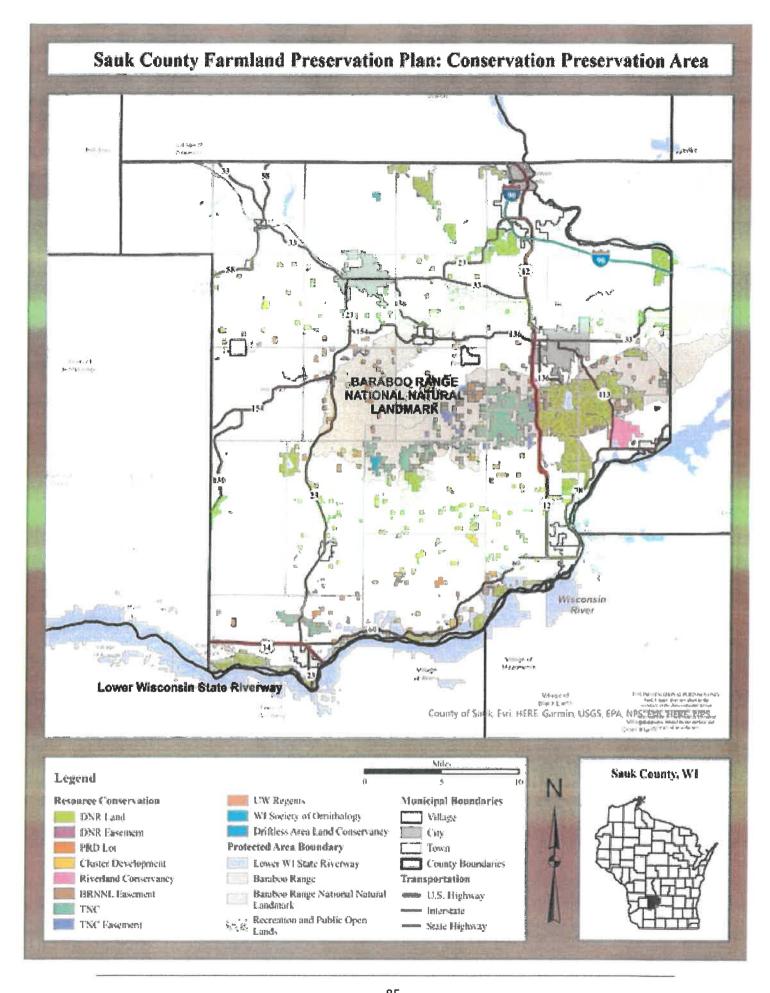
The NRCS assists landowners and farm operators with conservation plans which are designed to benefit the soil, water, air, plants, and animals in ways that result in healthy ecosystems and productive lands, as well as administering programs such as the Environmental Quality Incentive Program (EQIP) and the Conservation Stewardship Program (CSP). [8]

Natural Features and Resources

According to Sauk County land use data, approximately fifty-three percent of the land cover in Sauk County consists of crops, pasture and hay. Forests, including deciduous, evergreen or mixed forests comprise thirty-two percent of the land cover in Sauk County. A portion of these forests are considered agricultural forests. Within Sauk County, there are several natural areas with open waters, wetlands, non-agricultural forested lands, unique geological features, grasslands, varied plant habitats and outstanding scenic features. These areas comprise almost eight percent of the land cover. Locations such as Wisconsin Dells and Devils Lake have been a draw for visitors for over 150 years. There are a variety of natural features and resources in the county being conserved and preserved; from private lands to local and county parks, from state, federal and tribal parks and lands to lands owned or managed by non-profit organizations and partnerships. As the Resource Conservation Area map depicts, these lands are scattered throughout the county with two areas of concentration creating environmental corridors: The Baraboo Range National Natural Landmark within the Baraboo Range, and the Lower Wisconsin State Riverway (LWR).



[8] USDA, FSA [11].HTTP://WI.WATER.USGS.GOV/GWCOMP/FIND/SAUK/INDEX.HTML PROTECTION MARCH, 2013 WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE, AND CONSUMER





Conservation Organizations and Programs at Work Throughout Sauk County

As depicted on the Conservation Preservation Area map, many conservation groups and organizations own property in the county, much of which lies within or adjacent to the Baraboo Range Natural National Landmark (BRNNL) and the Lower Wisconsin State Riverway (LWR). Non-profit organizations including The Nature Conservancy (TNC), the Wisconsin Society of Ornithology (WSO), the University of Wisconsin Board of Regents, and the Riverland Conservancy (RLC) own and manage lands for conservation of unique ecosystem needs. The WI DNR manages Devils Lake, Natural Bridge, Rocky Arbor, and Mirror Lake State Park. Sauk County owns numerous parks and forests around the county. A complete list of all county parks can be found here. Sauk County also administers the <a href="Planned Rural Development (PRD)) program which is aimed at preserving both agriculture and natural lands.

The Nature Conservancy

The Nature Conservancy (TNC) is a private, non-profit conservation organization. Its mission is to preserve the plants, animals, and natural communities that represent the diversity of life on earth by protecting the lands and waters they need to survive. It does so through land acquisition from willing sellers or donors, entering into voluntary conservation easements agreements and by participating in land and forest management activities. TNC opens preserves to the public for hiking and bird watching, with some being open to deer hunters. TNC owns 9,844 acres at ten preserves across the Baraboo Hills, including: Baxter's Hollow, Hemlock Draw, Morgan Hone Preserve and Pine Hollow[9].

Wisconsin Society of Ornithology

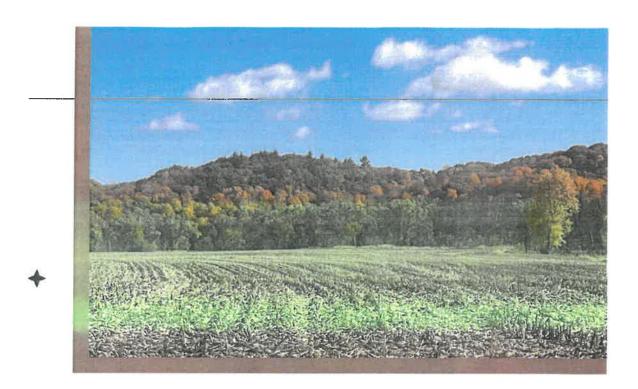
The Wisconsin Society of Ornithology (WSO) was organized in 1939 to encourage the study of Wisconsin birds. The work of WSO has grown in scope and now includes supporting the research and habitat protection necessary to preserve Wisconsin birdlife, as well as participating in community education and outreach efforts. WSO owns, manages and preserves the Honey Creek Natural Area in the Baraboo Hills. This area comprises 263 acres of bog and woodland habitat and includes trails, picnic areas, rustic camping facilities, and the Cox Nature Center for local geology and habitat exhibits. [10] In total, WSO owns 372 acres in the Baraboo Hills.

The Riverland Conservancy

The mission of the Riverland Conservancy (RLC) is to promote the conservation, protection, and restoration of the lands, waters, and natural communities that comprise our environmental heritage. It works to achieve its mission through education, stewardship, and partnerships. RLC has restored and continues to manage the Merrimac Preserve, more than 1,600 acres of forest, prairie, savanna, wetlands, and streams which provide an integral wildlife corridor between the Baraboo Bluffs and the Wisconsin River.[11]

Sauk County Planned Rural Development Easements

Sauk County administers the PRD program as one means to ensure the preservation of agriculture lands while allowing for development at a density ratio of 1 home per 35 acres. Through the County PRD program, which was adopted in 2014, an agricultural landowner may develop parcels of land between one to five acres in size. In return, the landowner puts a preservation easement on agriculture or natural area lands which are equal in size to 35-acres less the developed parcel. The developed parcel must have a minimal impact to the existing agricultural production and/or natural features of the



land. As of December 2023, there are 154 PRDs throughout the County, several of which lie within or adjacent to the Baraboo Range and Lower Wisconsin State Riverway. This has resulted in 9,413 acres being preserved in exchange for 229 acres of development.

Baraboo Range

Located in central Sauk County, the Baraboo Range is a remnant of the deposited sediment in an ancient sea. The Baraboo Range exhibits scenic beauty and contains vast diversity of topology, geological features, microclimates, soils, plants and animal species.[12] Within the Baraboo Range environmental corridor, 28 different types of forest, wetland and prairie have been identified in the Bluffs, providing habitat over 1,800 kinds of plants and animals, some of which are on the federal or state listed threatened or endangered species. As one of the largest tracts of hardwood upland forests in the Midwest, the Baraboo Range is crucial to many migrating and forest bird species[9]. The full extent of the Baraboo Range is outlined on two previous maps: the Land Cover map and the Resource Conservation Area map.

Baraboo Range National Natural Landmark

There are 18 National Natural Landmark sites in the state of Wisconsin, one of which is within the Baraboo Range. The National Natural Landmark status recognizes this site as having geological and biological diversity, rarity and value. In recognition of the outstanding geological and ecological significance, 50,700 acres of the "South Range" were designated as the Baraboo Range National Natural Landmark (BRNNL) in 1974, and included on the Nature Conservancy's list of "Last Great Places". The National Natural Landmark status helps to raise awareness and encourage the conservation of this area[13].

The BRNNL is outlined on both the previous Land Cover map as well as the Resource Conservation Area map. Portions of the BRNNL are owned by individuals or corporations, non-profit organizations, or State agencies. The land in the BRNNL is conserved by these individuals as well as through the efforts of partnerships and programs such as the Baraboo Range Protection Program and land trusts such as the Baraboo Range Preservation Association (BRPA).



Baraboo Range Protection Program

Sauk County adopted The Baraboo Range Protection Program (BRPP) Plan in 1999. The Baraboo Range Protection Program protected natural resources in the Baraboo Range through the purchase of conservation easements. The program was part of the U.S. Highway 12 Memorandum of Agreement. The program completed the acquisition of 43 conservation easements, protecting 3,100 acres of Baraboo Range forest and farmland.

Baraboo Range Preservation Association

The Baraboo Range Preservation Association (BRPA) is a land trust that 'works to preserve and protect the qualities and culture of the Baraboo Range through promotion of ecologically responsible land use'. [12] They do so through collaborative efforts with other organizations, education outreach and the purchase of conservation easements tailored to the needs of the land and landowner.

Lower Wisconsin State Riverway

The Wisconsin River flows unimpeded from the dam in Prairie du Sac to the mouth of the Mississippi River in Prairie du Chien. This environmental corridor contains many habitats for wildlife and fisheries, sites of historical and archaeological significances as well as fantastic vistas. Two-thirds of the users of the LWR can be found on the portion which borders Sauk County; the area between Prairie du Sac and Spring Green. The LWR was established in 1989. There are six management units and four state natural areas within the Sauk County section of the LWR.[14]

The LWR Board aims to protect the nearly 80,000 acres of land on both sides of the river which make up the LWR. The goal of the Board is 'to provide a quality public area for unique river corridor activities and compatible recreational pursuits; maintain the generally natural and scenic landscape of the Lower Wisconsin Riverway; and manage the corridor's natural resources for the long-term benefit of the citizens of the area and state.' [14] The board administers a system of performance standards and issues permits for structures and a variety of activities occurring within the Riverway. Agriculture activities are exempt from permitting.

Sauk County Farm

The Sauk County Farm, formerly known as the Sauk County Health Care Center, is located three miles south of Reedsburg, Wisconsin, at the intersection of State Roads 23 and 154. The County Farm, purchased in 1871, was initially called the County Poor Farm and Asylum, purposed to provide care and housing for impoverished, mentally ill, and disabled people. The County Farm's healthcare institutions evolved significantly over the course of the 20th century and was renamed the Sauk County Healthcare Center in the 1970's. It remained in use until 2009 when the decision was made to relocate to the Healthcare Center to the City of Reedsburg. [15]

Today, the 566-acre County Farm is under the oversight of the Sauk County Land Resources and Environment (LRE) Department and Board of Supervisors, with the Land Conservation Division overseeing most of the property's management and the Parks and Recreation Division providing maintenance for the historic fire house and the Sauk County Cemetery – the final remnants of the site's former public health institutions. The Sauk County Farm is diverse, consisting of flat bottom fields along the stream that bisects the property as well as gently rolling to steeper hills.





Most of the property is comprised of commodity cropland and pasture, which has been rented out to local farmers since the 1980's. In fact, the land at the County Farm has produced food consistently throughout its 150-year history. The remainder of the property is comprised of the land where the former healthcare center stood, wooded forest, and Narrows Creek, which runs through a significant portion of the property.

The Sauk County LRE Department has developed a property master plan for the County Farm to ensure the continued management of the site's agricultural and natural resources, the preservation of its historic features, and the transformation of the space into an educational amenity for the Sauk County community. The plan is centered on the following goals: to create educational opportunities for Sauk County's current and future farmers, and to utilize the space for agricultural demonstration and experimentation. Over the next 20 years, the LRE Department envisions the County Farm becoming a place for Sauk County residents to converge, learn, and experiment with regenerative and conservation-friendly farming best practices. As part of this vision for the property, the County is working with community partners to demonstrate agricultural and conservation practices on-site such as: working with the farmer led watershed group on cover crops; hosting a stream restoration training with USDA; and, prairie burns with Pheasants Forever-

Land Use

Sauk County's major land uses consist of agriculture and natural areas. The county also contains numerous incorporated cities and villages and Ho Chunk Nation lands. Each municipality has, over time, established plans and policies that guide future land uses, many of which help preserve farmland and promote agriculture development. The towns have established policies to maintain agriculture as the dominant land use. These policies may be reflected in their comprehensive plan, ordinances, extra territorial zoning, boundary agreements, memorandums of understanding or other related plans and agreements.

Farmland

The table below, unless otherwise noted reflects data for Sauk County as found in the Census of Agriculture. The 2007 level represents approximately 44% of the county's land, including cropland, pasture and agricultural forests [16]. In 2022, Sauk County had 1,408 farms, losing 265 farms since 2002. The average size of the farms in the county has remained the same over the past 20 years. Sauk County lost 15.6% of its agricultural acreage from 2002-2022.

[16] USDA 2022 CENSUS ON AGRICULTURE

MIN TO THE RESERVE OF THE PERSON OF THE PERS	Agricult	ure Land			
	2002	2007	2012	2017	2022
Acres of Farmland	353,104	358,919	330,000	299,344	298,103
Number of Farms	1,673	1,923	1,665	1,412	1,408
Average Size of Farms (in acres)	211	187	200	212	212

Non-Operating Landowners

As of 2024, approximately 11% of cropland acres were owned by non-operating landowners. The level of interest and involvement of these landowners in their property varies significantly. Some are actively engaged and well-informed about farming activities, while others neither engage with their tenants nor remain aware of the ongoing activities on their land. Encouraging the adoption of conservation practices can be challenging when working with disengaged landowners. In recent years, the Land Resources and Environment (LRE) Department has conducted webinars and workshops aimed at connecting with non-operating landowners. These initiatives have equipped them with valuable tools to better understand the value of their farmland and what they can do protect it. Topics of particular interest included farm succession planning and incorporating soil health practices onto their farms. Future engagement with this population both virtually and in-person is a priority for the LRE Department.

Farmland Preservation Areas

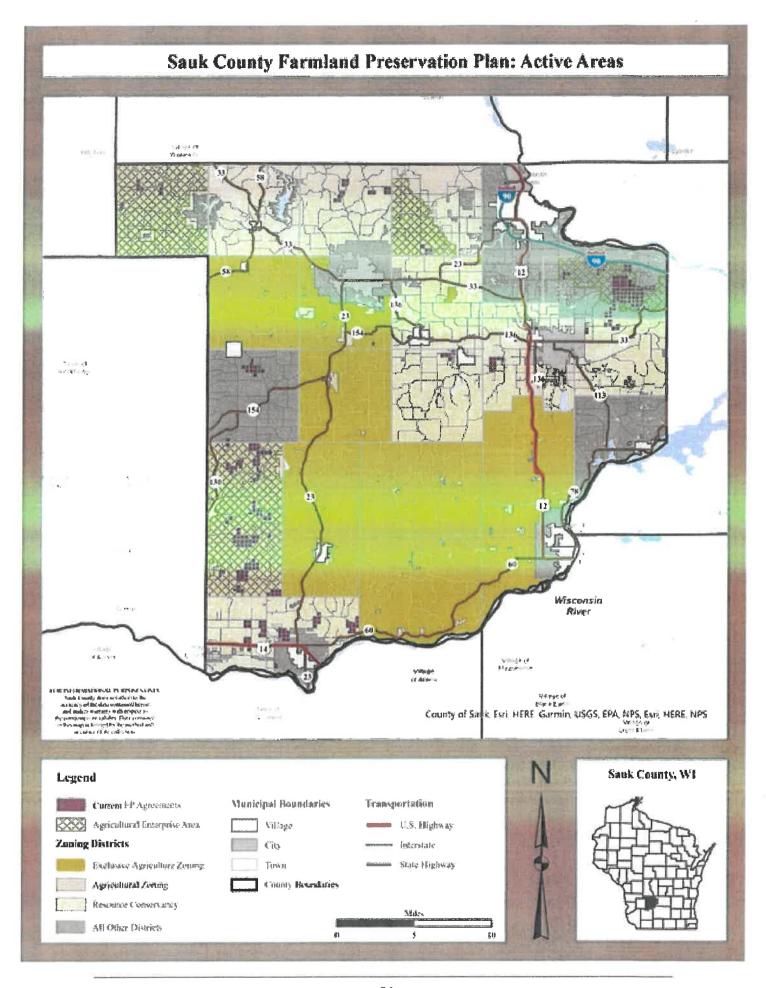
Farmland preservation areas are primarily devoted to preserving agricultural and/or agricultural related uses, natural resource or open space areas and are identified on maps for each of the towns. These areas are eligible for Exclusive Agriculture Zoning, entering into an Agriculture Enterprise Area agreement and the benefits of other programs which may be implemented as a result of this plan.

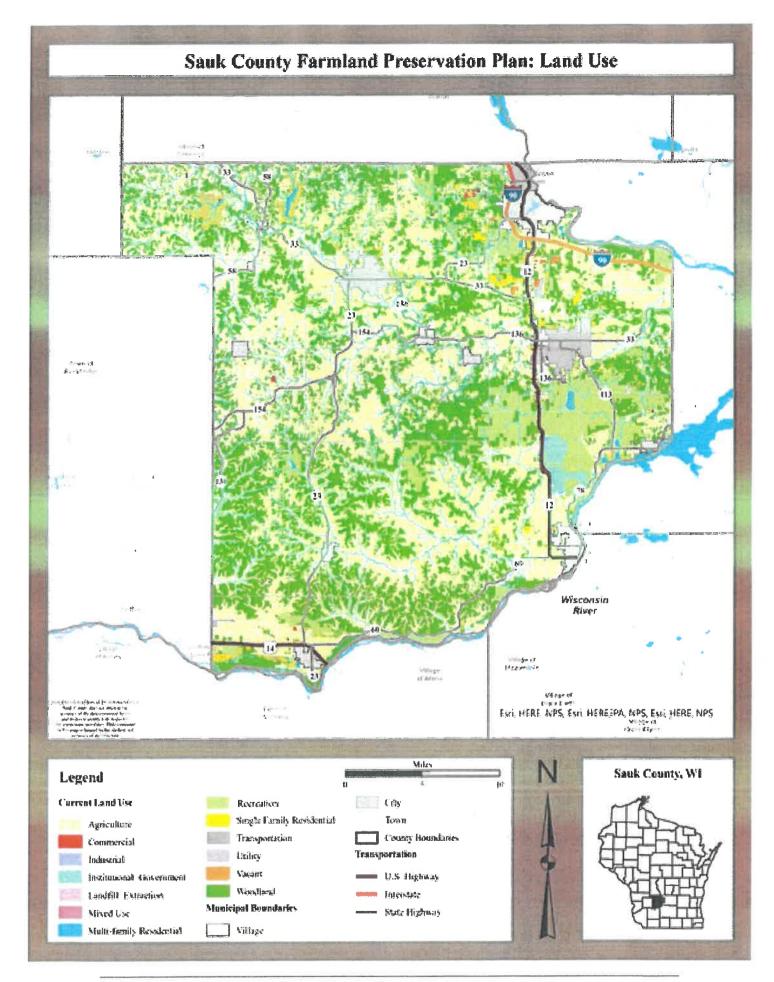
Agriculture Enterprise Areas (AEA)

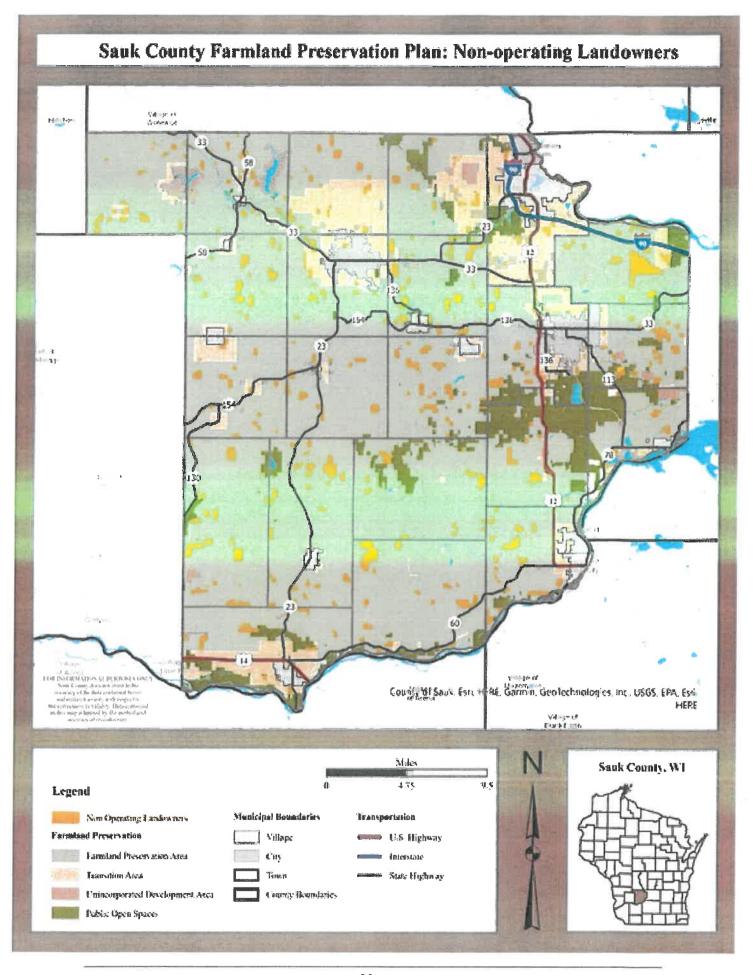
An Agriculture Enterprise Area (AEA) is an area of contiguous land which is primarily in agriculture use and is designated by the Department of Agriculture, Trade and Consumer Protection (DATCP) in response to a locally developed petition. An AEA is only designated if it is identified by the local community as an area that should be preserved for current and future agricultural use. This local input into the process is important to achieve identified goals.

Eligible farmers in a designated area can enter into voluntary farmland preservation agreements with DATCP. Farmers with an agreement receive income tax credits in return for keeping their land in agricultural use for a minimum of 10 years. Tax credits available to farmers in an AEA are:

- \$10.00 per acre for farmers with a <u>farmland preservation agreement</u> signed after July 1, 2009 and located in an <u>agricultural enterprise area</u>.
- \$12.50 acre for farmers in an area zoned and certified for farmland preservation and in an agricultural enterprise area, with a farmland preservation agreement signed after July 1, 2009.







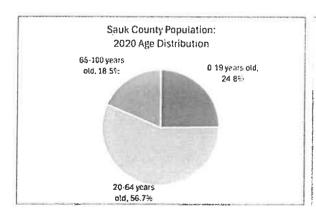
An AEA is one tool that can help individuals and communities meet locally identified goals for preserving agricultural land for continued production. In addition, AEA designations can help promote investment in agriculture, agricultural infrastructure, and agricultural-related businesses. An AEA designation may be used in conjunction with other local land use and development strategies including farmland preservation planning and zoning, voluntary farmland preservation agreements, agricultural and conservation easements, private land use covenants, economic development grants, cooperative agreements, or financial incentives.

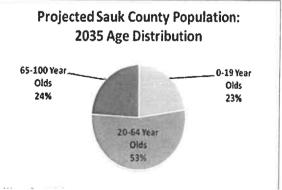
The designated AEAs vary in size and type of agricultural land use, and in their overall goals for agricultural preservation and agricultural economic development. There are 4 AEAs currently in Sauk County. The Fairfield AEA was designated in 2011 and encompasses 9,501 acres in the Town of Fairfield. The Bear Creek AEA was designated in 2020 and encompasses 30,691 acres in the Town of Bear Creek. The Dellona AEA was designated in 2024 and encompasses 8,285 acres in the Town of Dellona. The Woodland AEA was designated in 2025 and encompasses 20,410 acres in the Town of Woodland.

County Population, Demographics and Housing

Sauk County's population stayed relatively steady from 1900 to 1940, spiked in 1950, and has been increasing since 1960. The US Census reported Sauk County population in 2020 as 65,763. Population data projects a change in county demographics during the coming decades. Sauk County's population, along with the state and national populations, is aging. Between 2010 and 2035 the percentage of the county's population between the ages of 65 and 100, comprising 18.5% of the population in 2020, is projected to increase by 5.5% to 24% of the population by 2035. [17]

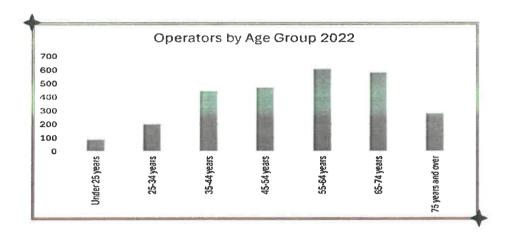
			Sau	k Cour	nty Pop	ulation	n Chan	ges 19 (00 to 2	020			1.50
Year	1900	1910	1920	1930	1940	1950	1960	1970	1980	1990	2000	2010	2020
Population	33,006	32,869	32,548	32,030	33,700	38,120	36,179	39,057	43,469	46,975	55,225	61,976	65,763
% Change		-0.4%	-1.0%	-1.6%	5.2%	13.1%	-5.1%	8.0%	11.3%	8.1%	17.6%	12.2%	6.1%







The aging population trend is also reflected in the farming population. In 2022, the average age of farm operators was 55.4, up from 55.2 in 2007, 53.8 in 2002 and 52.8 in 1997.[16] Along with older farmers, many in the farm family are often employed off the farm. This is due to declining profitability, a search for stable wages, health insurance, and an increase in the number of smaller and hobby farms. [18] Sauk County ranks eighth in Wisconsin for the number of female farm operators, with 983 in 2022.[19]



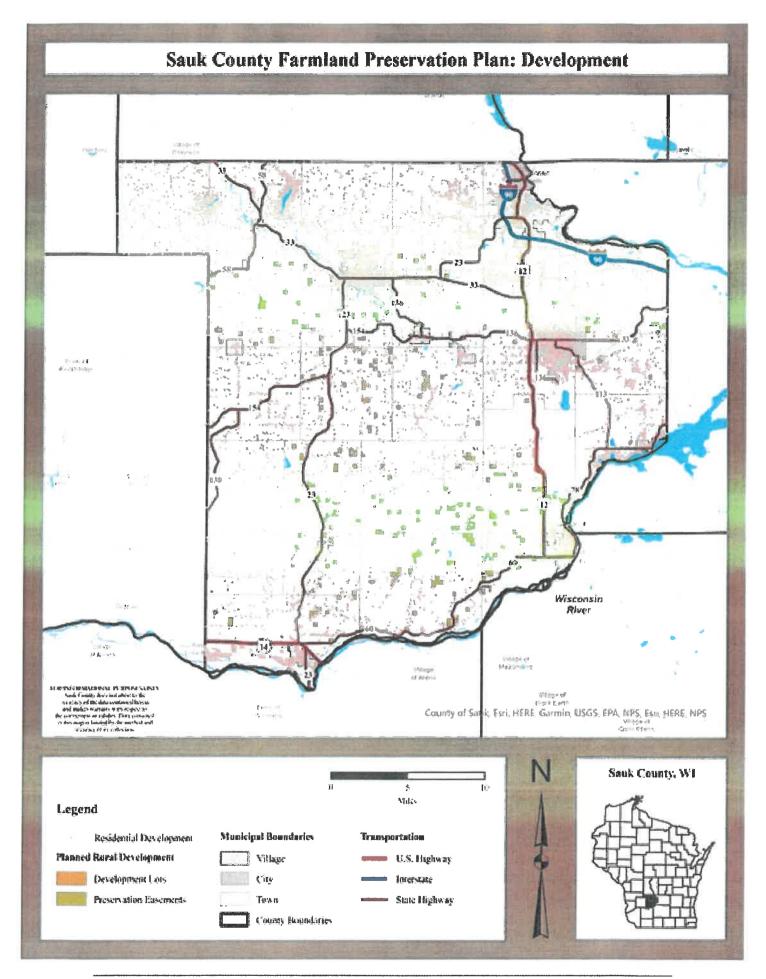
Housing and Municipal Growth

One way to examine municipal growth's impact on farmland is to consider lands annexed into a municipality. As previously noted, the primary land uses in Sauk County are agriculture and natural areas. As municipalities grow, land from these areas is annexed. Since the year 2005, 2,005.5 acres of land has been annexed into incorporated municipalities.

There is an increasing demand for housing due to rising population numbers and changing household patterns. According to the US census, the average household size was 2.37 in 2020, up from 2.19 people in 2010 and 2.32 people in 2000. Since 1990 there has been an overall increase in population as well as an increase in seasonal housing throughout the county.

These increases have led to an increase in the number of households and housing units. Sauk County's Zoning Ordinance, along with various local ordinances, addresses appropriate housing types for each zoning district.

Sauk County Household and Housing Unit Trends						
Year	Households	Total Housing Units				
1990	17,801	20,439				
2000	21,644	24,297				
2010	25,192	29,708				
2020	26,751	30,784				





The Sauk County Comprehensive Plan and each local comprehensive plan address growth issues. Comprehensive plans are accessible on the Sauk County website. While most plans provide for residential or mixed-use land use areas and encourage concepts such as infill and compatible land uses, there currently are no overarching plans dealing specifically with housing and municipal growth.

Sauk County Density Credit Exchange/Transfer of Development Rights

The Sauk County zoning ordinance offers an option for towns to work with incorporated municipalities to develop and implement a Transfer of Development Rights Program (TDR). The TDR is a regulatory strategy that incorporates private market forces to accomplish, in this instance, the protection of agricultural lands or other purposes such as the protection of environmentally sensitive areas. A TDR program can only be implemented following the designation of sending and receiving areas and application of a conservation easement. The TDR program acts as an extension of the PRD program, first implemented in 2006, and utilizes the same minimum siting criteria to locate the easements, except that rather than creating PRD lots in rural areas, the development rights are 'sent' to the incorporated area.

Transportation, Utilities, Communications and Community Facilities and Services

For any business, including our farms and agriculture-related businesses, access to needed resources, supplies and markets is essential for success and growth. The following is an overview of the transportation, utilities, communications and community facilities and services in Sauk County.

Transportation

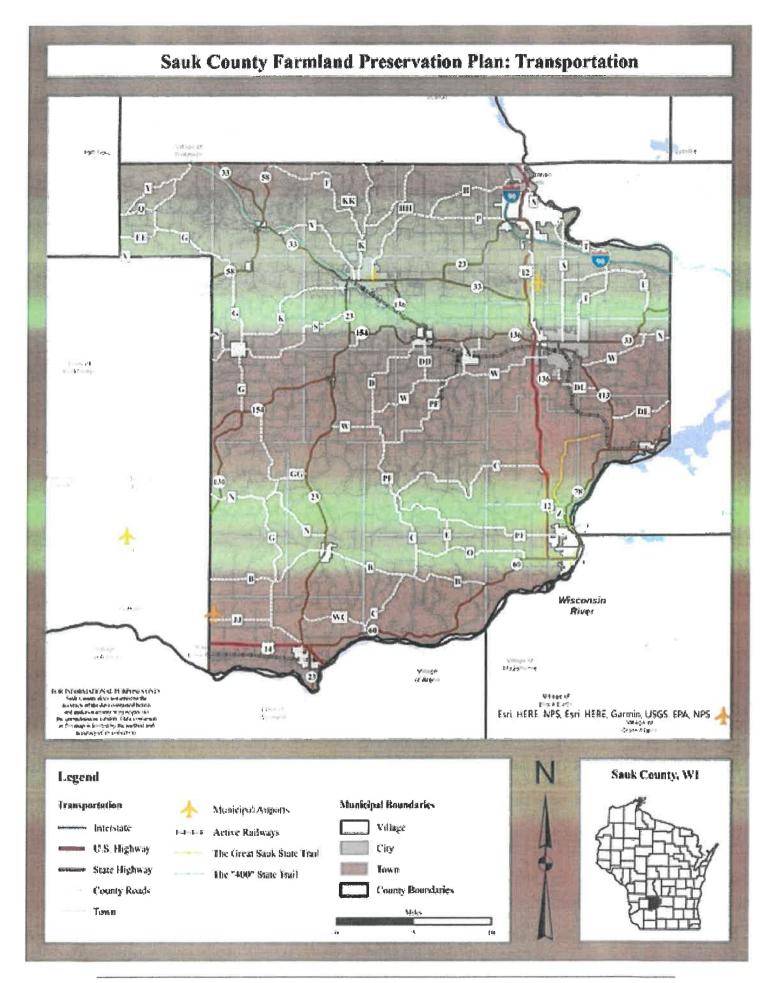
Transportation networks influence the ability to transport both people and goods. It is estimated that agriculture makes up 30% of freight transportation in the United States.[20] In Sauk County, the major agriculture transportation methods are truck and rail.

In Sauk County, the roads are managed by the state, county and/or local municipalities. This network provides access to both local lands as well as to markets within and outside of the county. Most roads have weight limits and/or truck size postings. The postings denote the weight, and thus the amount of goods that can be transported on any given load. The Sauk County Highway Department's main facilities are located in West Baraboo with satellite facilities in other locations including Reedsburg.

The rail lines in Sauk County include the Wisconsin Southern Railroad managing 22 miles of freight transport line from Merrimac to Reedsburg and Amtrak, which serves the Wisconsin Dells with passenger rail service.

Air transport includes Tri-County Airport (Spring Green), Baraboo/Dells Municipal Airport, Reedsburg Municipal Airport and the Sauk Prairie Airport. All of these provide small recreational, small passenger, business and freight services.

Plans for transportation include the Connect 2050, the Wisconsin State Airport System Plan 2030, Wisconsin Rail Plan 2050 and the Wisconsin State Freight Plan.





Utilities and Energy

Agriculture communities consume and create energy. In Sauk County, utility services, equipment and supplies are provided by Alliant Energy, Madison Gas and Electric, Premier Utility Services, and various local municipal utility districts and public works. A variety of companies provide alternative energy options including Amerigas, providing propane and Midwest Engineering Consultants providing solar energy products. There has been an increase in the capacity of transmission lines throughout Sauk County. Several new substations have been constructed or upgraded.

As a renewable resource, utility-scale wind energy is classified according to wind power classes, which are based on wind speed frequency distributions and air density. Estimates of wind power density at 50 meters above the ground indicate Sauk County has a poor resource potential for wind farms. [21] Therefore, it is unlikely that large-scale industrial wind farms will be constructed in Sauk County.

As a renewable resource, utility-scale solar energy potential is classified by kWh/sq.mile/year. Estimates of solar radiance in Sauk County indicate a high potential for the installation of potential solar farms. [22] The establishment of utility-scale solar farms in Sauk County has the potential to remove lands out of agricultural production, however, the feasibility of economics of installing and connecting to the grid remains unstudied given the limited utility infrastructure in the county.

Ethanol

According to the U.S. Energy Information Administration, Wisconsin is ranked ninth in the nation in fuel ethanol production. The state's nine ethanol plants can produce almost 587 million gallons of ethanol per year, about twice the amount consumed in the state. [23]. For reference, 1 bushel of corn yields, on average, 2.9 gallons of fuel, 15.1 pounds of distillers grains (10% moisture), and 0.9 pounds of corn distillers oil. [24]. The State has nine large scale commercial ethanol plants, two of which are in nearby Columbia County and one in Juneau County.

Anaerobic Digesters

Technology advancements are benefiting the agriculture community in many ways. One such advancement is the anaerobic digester. These convert waste from animal herds into energy. Anaerobic digester systems are increasing around the state, providing farmers the opportunity to mitigate odors, reuse manure, create some heat and electricity for themselves and possibly selling excess resources. [18] In 2023, Wisconsin was one of the leading states in the nation for on-farm anaerobic digesters, having 36 of the 436 in existence [25]. Because of the cost, the typical system is designed for approximately 1000 cows. Some of the digesters serve individual farms with large dairy herds. Some digesters are used by several smaller farms as a community facility. There are currently no such digesters in Sauk County. In 2007 there were 27 farms in Sauk County with 500 or more cows.[16]

¹²¹¹ WINDEYCHANGE ENERGY GOVISTATEIWI

^[21] WINDEXCHANGE.ENERGY.GOV/STATE/WI [22] HTTPS://NELSON.WISC.EDU/NEWS/NELSON-ISSUE-BRIEF/RENEWABLE-AND-ALTERNATIVE-ENERGY/ [23] U.S. ENERGY INFORMATION ADMINISTRATION, WISCONSIN STATE ENERGY PROFILE, UPDATE SEPTEMBER 19, 2024 [24] RENEWABLE FUELS ASSOCIATION 2023 POCKET GUIDE TO ETHANOL

¹²⁵¹ US EPA LIVESTOCK ANAEROBIC DIGESTER DATABASE

Waste Management

Local governments manage the majority of solid waste and recycling services through contracts with private waste removal businesses. The old Sauk County landfill was managed by the County and is no longer operating, although methane from the landfill is converted into energy and sold for profit to Alliant Energy. Waste is now transported by private contractors to various landfills in the state. Sauk County sponsors opportunities for households and agricultural businesses to safely dispose of hazardous waste materials during the annual Clean-Sweep event and recycling of agriculture plastics such as silage bags and bale wrap. Animal waste is regulated by DATCP, the DNR, and by Sauk County.

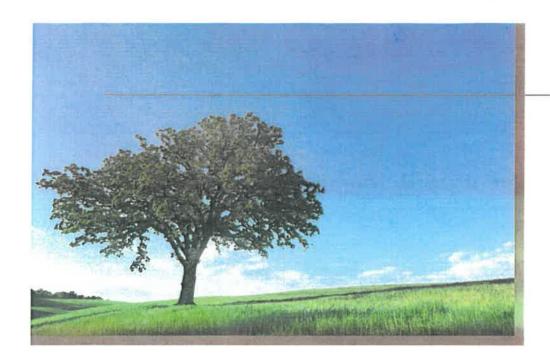
Communications

As the agriculture industry adapts to changing times, communicating information, and sharing knowledge is essential. Sauk County's communication infrastructure is served in part by various cell phone and internet providers, including US Cellular, Verizon, Charter Communications, TDS, Bug Tussell and others. Sauk County owns and maintains a number of communication towers with fiber optics throughout the County, which are also connected to the Sauk County Health Care Center and Sheriff's Department. In Sauk County, 80% farms had internet access in 2022.[16] The available data does not indicate whether this access is considered high-speed internet. The increasing number of farms using computers for business purposes will make communication more effective and efficient.

Farm Internet Access in Wisconsin[16]							
Year	Farms with Internet Access	Farms marketing over the internet	Farms with broadband access				
2021	82%	22%	54%				
2023	83%	17%	56%				

Agriculture Community Facilities and Services

Many of the public sector service agencies are located in the Sauk County Government offices located in the West Square Building in Baraboo. Offices at this location which provide services to the agriculture community include the Land Resources and Environment Department, Veterans Services, Job Service Center, Aging and Disability Resource Center, Public Health, Human Services, Extension Sauk County offices, Emergency Management, and the USDA Service Center housing the FSA and NRCS offices. The Sauk County DNR Forester's office is located at the Baraboo Civic Center. Some of the collaboratively developed agriculture related programs and services include Clean Sweep, Wisconsin Women in Conservation, The Sauk County Fair, Drinking Water Program, Youth Conservation Days, Conservation Chronicle Newsletter, Rural Safety Days, Sauk County Farm Connect Guide, as well as several association conferences and workshops designed to highlight and promote conservation, business development, health, research, technology, and innovation in agriculture.



Education and Technical Assistance Networks

Growth, development and success in agriculture and related businesses depends on higher levels of agriculture education and research. Sauk County has many strong educational systems which range from public and private K-12 systems to college and continuing education opportunities. Future Farmers of America (FFA), 4-H clubs and other organizations help support agriculture education and experiences for youth. The public libraries throughout the County and the proximity to high-quality, two- and four-year University of Wisconsin (UW) system college campuses further strengthen the overall education opportunities.

There are a variety of sources for information-sharing and continuing education opportunities designed specifically for the agriculture industry in Sauk County. The Madison College Reedsburg campus, UW Platteville-Baraboo Sauk County campus, and the Sauk County Extension programs disseminate research, knowledge and information. Sauk County's Extension office also has a regional crops and soils educator and a horticultural educator serving the county's communities. DATCP, NRCS, FSA, DNR, and the Sauk County LRE Department provide planning and technical assistance as well as educational outreach resources.

Health Care

General and specialized health care needs are met through several hospitals, clinics, urgent care and alternative care facilities located throughout the county.

The Aging and Disability Resource Center (ADRC) of Sauk County has offices in the West Square Building, in Baraboo. The ADRC provides transportation services, family caregiver support, home service coordination, prevention programs, a variety of information and assistance services and county wide senior dining centers.

The Sauk County Public Health Department aims to protect and promote healthy lifestyles, as well as prevent and reduce disease and injury. The department is made up of three divisions: environmental health, public health programming, and Women, Infants, and Children (WIC). They provide maternity services, immunizations, voucher programs for uninsured and underinsured, and radon test kits, among several other services. The Sauk County Department of Human Services provides service for all county residents. Priorities include enhancing self-reliance, protecting the vulnerable, and promoting healthy families, relationships, and lifestyles.



Cultural Resources

Sauk County contains a variety of churches, cemeteries, historical, arts and other cultural sites. Local comprehensive plans outline resources specific to each town, and the goals and objectives which are aimed at preserving these cultural resources. Comprehensive plans are accessible on the <u>Sauk County website</u>. The variety of cultural resources found in Sauk County adds to the rural character and assists with preserving the historic and culture aspects of our agriculture community.

The Sauk County Economic Development Committee provides grants to community organizations and local governments seeking supplementary funds for local arts, history and humanities projects. Projects may include activities directed at research, documentation, and preservation of the unique cultural (including agricultural) history of Sauk County.[26] Events such as Farm Art DTour help celebrate both the arts and agriculture with temporary art installations and artist-built mobile <u>roadside culture stands</u> selling fresh, locally grown produce. Field notes (rural culture education sites), farm forms (creations made by farmers, area businesses and community groups), pasture performances and more are found on the DTour.

The Sauk County Fairgrounds is managed by the Sauk County Agricultural Society. Several events take place every year including auctions, tractor pulls and the Sauk County Fair. All of these efforts help celebrate, promote and preserve the legacy of our agriculture community.

Emergency Responders

Emergency Responders provide services to the agriculture community in Sauk County. Several fire districts and emergency medical districts cover Sauk County. Each town contracts with a fire district and emergency medical ambulance service to cover their individual needs.

The Sauk County Sheriff's Department provides prisoner conveyance, court bailiff and security, as well as lake and snowmobile patrol services throughout the county. The department also provides patrol, investigative, warrant and civil processes to townships and municipalities without local services. Specialty teams include the Emergency Response Team, Critical Incident Negotiations Team, Drug Enforcement, K-9 unit, Scuba Dive and Rescue Team, and Honor Guard.[27] The Sauk County Law Enforcement Center includes the Huber Center and County Jail.

Farmer Angel Network

In the fall of 2018, the Sauk County community pulled together after a farmer died by suicide. During this challenging time, community members reached out to the family to comfort, support, and listen as they worked through the emotions that followed. As some community members chatted about the extreme sadness and feeling of helplessness surrounding the family and community, a farmer shared they had also suffered from severe depression and battled many thoughts of suicide in the past.

At this point, they realized there was a need to support the community and families in similar situations. During the winter months, they created a safe space to come together and talk about farm stress and suicide over the lunch hour. They brought in speakers and resources to listen to and utilize during these difficult times. The farmer's family and other community members decided to share their stories to help others learn about farm stress and mental health concerns in rural communities, and Farmer Angel Network (FAN) was formed.

The Farmer Angel Network builds strong rural communities that support agriculture by providing education, resources, and fellowship with a focus on mental wellness and suicide prevention in and around Sauk County, Wisconsin. This group includes farmers, agriculture professionals, local public health, land conservation, Extension educators and others.

Agriculture Infrastructure, Facilities and Technical Services

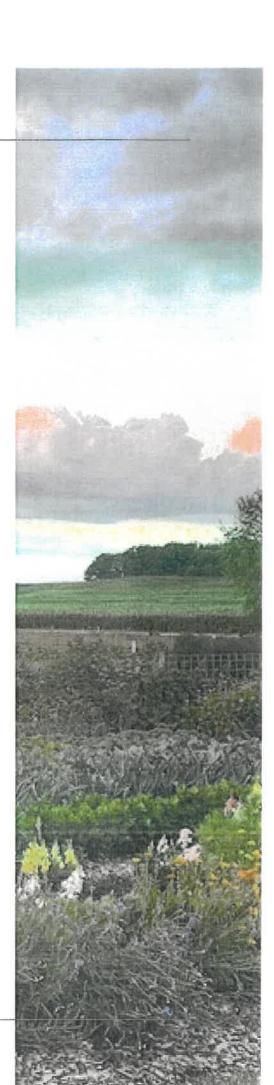
Agencies such as the University of Wisconsin, the Department of Agriculture Trade and Consumer Protection (DATCP), Wisconsin Department of Administration (DOA), and many private firms offer information and technical assistance to the agriculture community in areas such as business planning and development, productions management consultation, soil and water conservation methods, insurance and financial services. A successful agriculture industry also depends on access to a variety of supplies, inputs, technical assistance and services. Commodities need to be harvested, transported, refined, packaged, stored, marketed, sold and distributed. As production and markets diversify, the need for food processors, collectors, storage and distribution sites for specialty or organic products may grow as well. Market needs and local ordinances will determine the best location for facilities. The following Agricultural Infrastructure Map highlight the variety of facilities and services which are a part of the Sauk County agriculture facilities and technical services infrastructure.

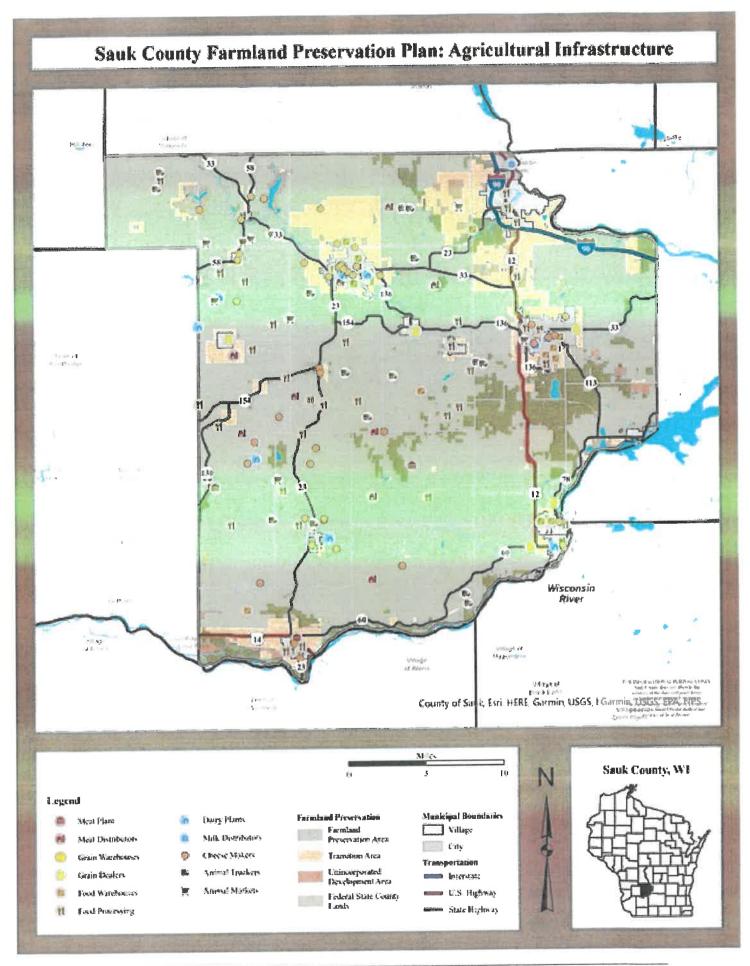
Economic Growth and Business Development

Sauk County has many features which contribute to its ability to develop and maintain economic diversity and a viable agriculture business community including quality education, research and development services, transportation networks, natural resources, rich soils, an able workforce, as well as access to a variety of health facilities, business and industry support systems and markets.

Overview of Sauk County's Economy

The Sauk County Development Corporation works to promote and retain economic vitality in Sauk County and its individual communities. The following table shows that in 2020, educational, health, and social services was the major employer, followed by the manufacturing and recreation industries. The largest increase from 2000-2020 in the county came from professional, scientific, management, administrative, and waste management services. Meanwhile, the employment sector with the largest decrease over the past two decades has been agriculture.





Sauk County Employment Sectors [36]	% of Residents Employed in 2000	% of Residents Employed in 2010	% of Residents Employed in 2020
All Industries	29,108	32,845	34,197
Agriculture, Forestry, Fishing, Hunting, & Mining	5.3%	4.2%	3.6%
Construction	7.8%	8.0%	7.3%
Manufacturing	19.1%	17.3%	15.8%
Wholesale Trade	3.2%	3.3%	2.6%
Retail Trade	13.2%	12.5%	12.2%
Transportation, Warehousing, and Utilities	4.0%	3.7%	4.3%
Information	1.5%	1.6%	1.4%
Finance, Insurance, Real Estate, Rental, and Leasing	4.3%	4.6%	4.4%
Professional, Scientific, Management, Administrative, and Waste Management Services	5.2%	5.7%	6.6%
Educational, Health and Social Services	17.6%	17.4%	20.4%
Arts, Entertainment, Recreation, Accommodation and Food Services	12.1%	15.4%	15.0%

Agriculture and the Economy

Agriculture plays an essential role in Wisconsin and Sauk County economies. Approximately one out of every ten Wisconsin residents works in an agriculture-related job, with "every job in agriculture support[ing] an additional .89 jobs in Wisconsin". [28] Since 2006, there has been relative stability in Wisconsin's agriculture employment, with some experts saying that agriculture helped "cushion" employment problems in Wisconsin's economy during the 2007 recession.[29]

	c	Characteris	tics of Hired Farm La	abor by W	isconsin C	ounties 20)17 [16]				
	100 (100)	of farms with red labor	Number of hired farm workers	workers	n hired farm net change 2-2017	worker	n hired farm s, percent 2012-2017		rm worker 1,000 payroll)		
Sauk County	19.	9%	1,226		-59	-1!	5.1%	\$17	,806		
Wisconsin	26	5.1%	72,425	-2	,015	-10).6%	\$1,0!	52,738		
12.4	c C	haracterist	ics of Hired Farm La		isconsin Co			(Column)			
	Percent o	of farms with red labor	Number of hired farm workers	Change i	n hired farm net change 2-2017	Change ii worker	n hired farm rs, percent 2012-2017		rm worker 1,000 payroll)		
Sauk County	21.0	00%	1,138		-88	-7.	20%	\$26,580			
Wisconsin	22.	80%	66,659	-5	,766	-8.	00%	00% \$1,451,7			
	The Name	X		52 1 32		STIL	SPI		1/2		
			Average Value o	f Farmlan	id, 2017 [16	5]					
Average Value of all agricultural products sold per farm		_	arket value of land and dings		Average value of machinery and equipment per		Average net farm income per farm				
	3012 p	CI Juliii	Per Farm	Per	Acre	farm					
Sauk County	\$133	3,470	\$890,636	\$4	,207	\$130,623		\$2	4,157		
Wisconsin	\$176	5,368	\$1,083,640	\$4,904		\$150	6,689	\$36	5,842		
	DI SNILLE	1						3911	1 _11		
		i.	Average Value o	r Farmian	d, 2022 [16	o]					
	agricultura	/alue of all of products er farm	Average estimated ma build	arket value o lings	fland and	Average value of machinery and equipment per		machinery and equipment per		d Average net farm	
			Per Farm	Pei	Acre	fa	arm				
Sauk County	\$191	,083	\$1,329,231	\$6	,278	\$160	0,529	\$42	2,934		
Wisconsin	\$285	5,347	\$1,440,749		\$6,117 \$191,104		\$77,839				
2000	THE RESERVE OF THE PERSON OF T	Avora	ge Value of Farmlar	300	up of Salar	2017 [16]		No.	Ger Ja		
100	HALL	Avera	ge value of ranshar	id by vail	ie oi sales	, 2017 [10]		104.63	on most		
4 1	Percent of farms with	ent of Value of total Percent of farms		rcent of farms	earned marke	et value of agr	ricultural prod	ucts			
	positive net income	payments thousand	(in government	\$1,000 to \$19,999	\$20,000 to \$99,999	\$100,000 to \$249,000	\$250,000 to \$499,999	\$500,000 to \$999,999	\$1,000,000 or more		
Sauk	46.7%	\$2,048	45.5%	55.8%	21.1%	10.6%	6.4%	6.1%	0.0%		
County											

	11, 15	Average Valu	e of Farmland by	Value of S	ales, 2022 [16]		
	Percent of farms	Value of total	Percent of farms	Percent	of Farms earne	d market value	of agricultural	products
	with positive net income	payments (in thousand)	government payments	\$1,000 to \$19,999	\$20,000 to \$99,999	\$100,000 to \$249,000	\$250,000 to \$499,999	\$5 00 ,000 to \$999,999
Sauk County	48.7%	\$3,074	31.4%	33.5%	16.8%	10.5%	8.0%	7.5%
Wisconsin	53.4%	\$147,121	26.2%	32.0%	19.6%	10.2%	7.1%	9.7%

The agricultural trends showcase the continued decrease of the dairy industry along with the decline in the number of farm workers. There has been a significant increase (81.9%) in the average net income per farm but still less than half of farms in the County earn a positive net income. The increase in net earnings is due to the shift in the market values of agricultural products sold in 2022 where a greater percentage of farms are earning more than \$19,999. This change in the earnings of agricultural products has been attributed to the increase in direct marketing, and more niche agricultural tourism in the County. Since 2017, the number of farms and acreage producing orchards has doubled, forty more farms are utilizing egg production, twelve more farms are producing maple syrup, the number of christmas trees being cut has increased fifty-one percent, and the number of farms with floriculture production has gone up by fifty-six percent. [16] This rise in niche industries has expanded upon the already present variety of agricultural industries and related economic opportunities for the County.

The Sauk County agriculture related industries include:

research and production	landscape businesses	economic support services
• aquaculture	• cooperatives	game farms
• beef	custom farm services	farmers markets
• pork	farm equipment	organic goods
• poultry	feed dealers and suppliers	• horticulture
 pick-your-own fruits or vegetables 	 community supported agriculture (CSA) programs 	• greenhouses
• dairies	consultation services	pumpkin patches
cheese makers	custom application service	• corn mazes
• sawmills	transport services	Christmas tree farms
• slaughterhouse	 food processing 	maple syrup production
• orchards	packing facilities	 honey producers
seasonal garden centers	• agritourism	sports clubs
floriculture	agronomy services	



Economic Effects of Agriculture in Sauk County During 2021 [19] Economic Activity Economic Impact Tax dollars in sales tax, property tax, and income tax \$19 million Products sold locally directly to consumers \$1 million Amount produced by agricultural products (milk, grain, cattle and calves, hogs and pigs, hay and other crops) \$181.8 million Employment in the agricultural and agricultural-related sector 4,312 jobs

Agriculture Production

In 2022, the vast majority of the farms in Sauk County were owned by individuals or through some type of family arrangement. Nearly 92% of all farms in the County fell into this category. The majority of farms in the County (68%) were less than 180 acres in size. The majority of farmland in Sauk County is utilized for cropland at 196,000 acres followed by pasture at 24,688 acres.

In 2022, Sauk County ranked thirtieth in the state in number of chickens for egg production, compared to 2007 when the county ranked first in the metric. The County has the fourth highest sales of hogs and pigs in Wisconsin, and is sixth in the state for sheep and goat sales.

In addition to traditional farming operations, Sauk County has experienced some growth in niche farming operations that produce unique and high-quality products targeted primarily to tourists and the next generation. Recognizing the decline in numbers of farms and producers, niche farming offers a solution for young farmers to increase the amount of money they make per acre while reducing cost inputs. Examples of niche farming include grass-fed meat, demonstration farms, fruit picking, and agroforestry. It is anticipated that niche farming will grow in Sauk County because of Sauk County's demonstration programs at the Sauk County Farm coupled with the county's programming to convert traditional crop farming to rotational grazing as well as efforts by the Savanna Institute to study concepts such as agroforestry.





Economically Significant Commodities [16]	
Product Sold	Sauk County 2022 Sales
Dairy Products	\$98,214,000
Cattle and Calves	\$31,693,000
Corn	\$80,340,000
Hogs and Pigs	\$9,225,000
Soybeans	\$30,664,000
Poultry and Eggs	\$886,000
Vegetables, Melons, Potatoes, and Sweet Potatoes	\$893,000
Wheat	\$2,532,000
Fruits, Tree Nuts, and Berries	\$1,227,000
Sheep, Goats, and their Products	\$1,515,000

Organic Agriculture

Organic agriculture is a rapidly growing sector. The fastest growing areas in Wisconsin organic production include vegetable production and dairy. During 2021, Wisconsin was ranked second in the Nation for certified organic acreage with 245,333 acres. [28] During 2021, Wisconsin was a leader in terms of the number of organic farms, with 1,455 organic farms, second only to California. [16]

Research shows that from every dollar generated for the sale of raw agricultural products, \$1.24 in economic activity is generated through the purchasing of inputs, job creation and the resulting spending in local communities. Studies show that while organic production tends to result in smaller amounts of purchased inputs, it involves more labor and more job creation than conventional production, and overall it results in a larger amount of economic activity on a per-acre basis for labor and local spending than conventional farming. [28]

Direct Sales and Agritourism

There is a growing interest in developing local, regional food markets. A number of programs at the state level, such as 'Buy Local, Buy Wisconsin' and 'Something Special from Wisconsin' are geared towards supporting direct sales, agritourism, as well as locally grown and processed products.

According to the 2017 Agriculture Census, Wisconsin had 5,579 farms offering Direct Sales or Agritourism. The subsets and numbers of farms involved in direct sales and agritourism include: 4,949 farms with only direct sales, 491 farms with only agritourism, and 139 farms with both direct sales and agritourism. [30]

Value-added operations are those that include any activity an agricultural producer performs outside of traditional commodity production to receive a higher return per unit of commodity sold. This includes activities such as agritourism and entertainment agriculture. On average, successful agritourism operations bring in greater total sales and have less debt than many other value-added operations.

A survey conducted in 2012 by the Wisconsin Agricultural Tourism Association Inc. conjunction with the UW-Extension, was published. Fifty percent or more of respondents, primarily females in households earning \$50,000 or more per year, indicated that supporting local farmers, spending time with family and friends, participating in outdoor or rural and affordable activities, and having a fun adventure were important reasons for participating in an agritourism activity. Having on-site restrooms, adequate parking and a convenient location made the list of the top three amenities looked for. [30] Examples of agritourism in and near Sauk County include, but are not limited to:



Corn mazes

Cheese factory tours

Christmas tree farms

Food festivals

Pick-your-own produce farms

Nurseries

Wineries

Sleigh or Horse rides

Farm markets

Bed and breakfast/farm stays

Petting farms

Farm tours

Roadside produce stands

Greenhouses

Haunted barns

Pumpkin patches



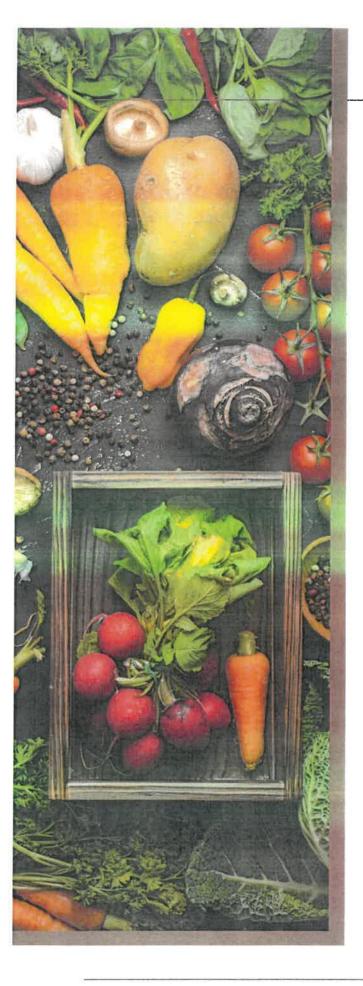
FARMLAND PRESERVATION GOALS AND OBJECTIVES

As part of the Farmland Preservation Plan development process, members of the Sauk County agriculture community contributed their expertise and ideas regarding trends, and key issues relating to agriculture businesses and farmland preservation.

The preservation of agriculture is vital to maintaining and increasing the quality of life for all. Within those expressions, the agriculture community also communicated a sense of pride; pride in the diversity of goods produced and their availability in Sauk County; excitement regarding the utilization of new technologies from GPS systems to higher yielding seeds; pride in land stewardship practices and resource conservation efforts; pride in knowledge and expertise; pride in the professionalism of the industry; and pride in meeting local and global market needs and demands.

This chapter outlines key issue statements expressed during the planning process, which highlight the assets, opportunities or challenges. After each key issue statement, a goal and one or more objectives/policies are listed. Goals are broad, advisory statements which convey what ultimately is to be achieved relating to a theme and/or key issue statement. Goals answer "What can, or should, Sauk County work towards?" An objective or policy states how Sauk County can and should work towards a goal. Objectives and policies are measurable, either qualitatively, quantitatively, or both.





Key Issue:

Access to food is paramount to Sauk County residents. The preservation of agriculture is key to maintaining and increasing the quality of life in Sauk County.

Goal:

Agricultural development, recognition and success needs to be a permanent part of our policies.

- Recognizing that agricultural lands are a nonrenewable resource, Sauk County should work toward maximizing agriculture production capabilities while managing for growth.
- Develop programs to attract and encourage new agricultural development and markets to improve agriculture economic viability.
- Encourage and support a variety of opportunities for positive interactive connections with the agriculture community.
- Continue to consider both the long- and shortterm goals when making decisions and to be aware of the long-term implications of those decisions that affect the agriculture industry.
- · Support local farms and locally produced food.
- Encourage growth of food networks that promote local production, sales, and consumption.



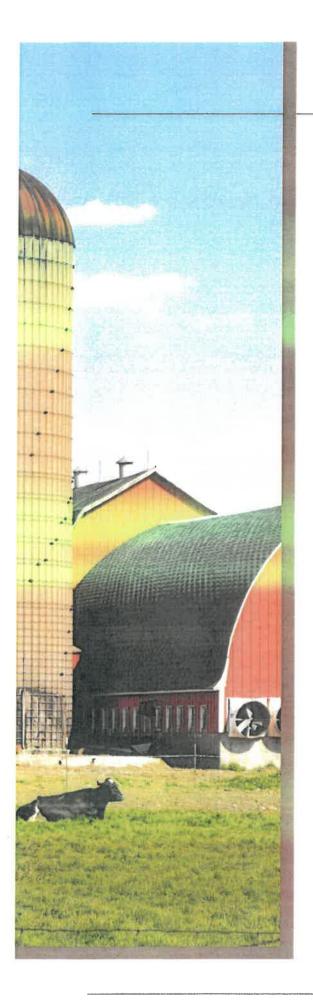
Farming operations are becoming more efficient and producing higher yields in part due to utilization of advances in technology, however, the higher costs of land, volatile production expenses and commodity prices, and securing capital for startup and transition of farming operations is limiting growth potential.

Goal:

Create a framework that will allow for the success of various types of agricultural operations and support industries.

- Encourage entrepreneurship and economic development with a focus on utilizing existing and emerging technology and products.
- Encourage adaptability, innovation and fororganization-association as a means of improving the economics in farming.
- Collaborate with regional partners to enhance opportunities for producers and food processors to take advantage of market demands and emerging markets.
- Support agriculture producers, operators and businesses with business plan development and resources for accessing capital.
- Develop and support strategies that help recognize that there is a difference between the production value and perceived sale value of agriculture lands.
- Develop programs and provide assistance to viable innovative, modernizing, start-up and transition farming operations.
- Continue to develop programs and infrastructure which allow for different operations to thrive and meet local and regional market demands.
- Support the agricultural land use property tax.





Key Issue:

Sauk County is committed to helping preserve agriculture resources through a variety of programs and policies.

Goal:

Balance the development of non-agricultural land use with agricultural land preservation and the right to farm.

- Facilitate the creation of boundary and extra territorial agreements that support orderly development and preserve agriculture businesses and lands.
- Work with interested towns to expand farmland preservation options through the application of Exclusive Agriculture zoning.
- Continue to improve methods to help agriculture related businesses, producers and landowners understand the policy and permit processes with an emphasis on facilitating movement through county, state, and federal processes.
- Continue to provide Agriculture Enterprise Area education and support for groups of interested landowners and/or towns.
- Continue to evaluate farmland preservation programs to ensure their effectiveness.
- Continue to listen to the concerns and comments of the agricultural community and be a liaison to state policy makers regarding maintaining a successful farmland preservation program.
- Advocate to state policy makers and DATCP to maintain programs that preserve farmland in Sauk County including the Planned Rural Development program.
- Support policies and programs which create catastrophic insurance programs for risk management to replace price supports and thus support a more natural process of supply and demand.



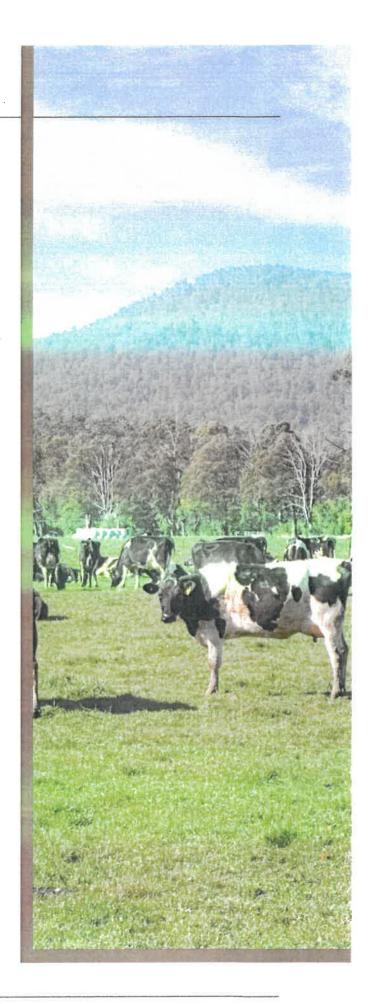
Research and technological advances play a significant role in the agriculture community by contributing to increased production, access to relevant information, as well as more efficient operations.

Agriculture experience, education and business training are essential components for production agriculture to function as a professional, efficient, and competitive operation.

Goal:

Cultivate agriculture as a career objective and foster continuing educational development.

- Support incentives to apply new technologies in existing and future agricultural operations and create educational settings to understand their applications.
- Identify and utilize methods and programs to effectively and efficiently inform farmers of trends, advances in technology, and potential resources.
- Partner with agriculture organizations to provide and promote employer/employment standards.
- Sponsor and support programs which expose young people and those making a career change to the expanding possibilities in agriculture and agriculture related businesses.
- Support programs which provide training opportunities for agricultural employees.





Key Issue:

Agriculture success is dependent on information being exchanged. That exchange of information plays a significant role in education, awareness, consumer demand, public perception, land stewardship and resource conservation needs, as well as interagency cooperative efforts.

Goal:

Develop and maintain centralized access to information.

- Implement methods to increase rural access to current communication technologies.
- Create and support programs that inform the public of new agricultural products and those that promote awareness of conservation, farm development success stories, good farming practices, right to farm and rural living responsibilities.
- Support training for agriculture producers, operators and businesses regarding effective public relations and marketing methods.
- Explore opportunities to support community, regional, and global agriculture information and education exchanges.
- Pursue programs to educate the public on why preserving agricultural land is important, including food production, wildlife habitat, and economic importance to community.
- Implement the Sauk County Farm Master Plan to develop the property into an agricultural and conservation educational asset and demonstration area.
- Utilize the Sauk County Farm as an community building tool to further build working relationships with our community partners.



Technology advancements, effective waste management, conservation and sustainable practices are essential to maintaining healthy soil, water and other natural resources while producing quality foods.

Goal:

Proactively address changing natural resource management needs.

Objectives and Policies:

- Partner with other agencies to develop, support and evaluate agriculture best management practices and programs that balance practicality with effectiveness.
- Continue to develop and support policies which allow for diversified production methods which promote adaptability to climate variations and resource conservation needs.
- Work with producers to identify the most profitable and sustainable production system for them.
- Partner with landowners and provide technical assistance to help landowners meet soil and water conservation standards and protect groundwater resources.
- Promote proven effective farming practices that are low input in the sense of time, equipment, and costs such as no tillage and rotational grazing.

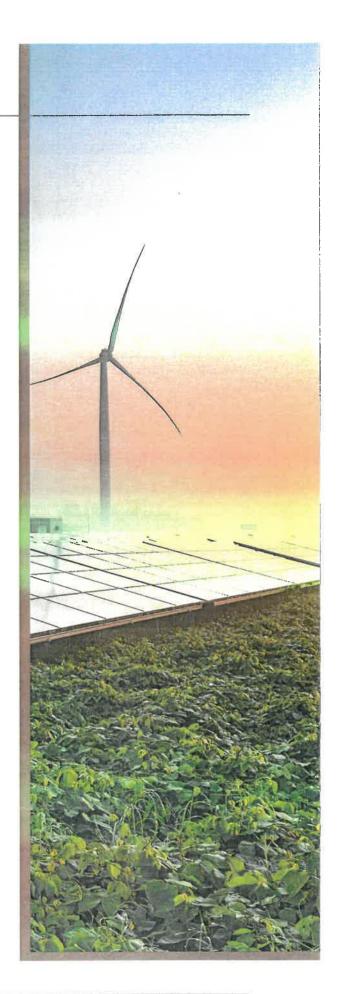
Key Issue:

Sauk County's agricultural businesses must remain diverse to take advantage of market needs.

Goal:

Support and encourage all types of agriculture.

- Promote policies and programs which take advantage of the potential diversity of local food systems and agricultural products of Sauk County.
- Encourage niche and agricultural tourism based operations.





FARMLAND PRESERVATION MAPS

In 2024, each town in Sauk County reviewed, and where appropriate, updated their Farmland Preservation Map. The towns also reviewed their farmland preservation map, current zoning map and future land use maps for consistency. When designating farmland preservation, development and transition areas on the farmland preservation map, the following criteria was utilized:

Farmland Preservation Area Mapping Criteria

Parcels which fit within any of the criteria listed below, and which are not a part of a City, Village or unincorporated development area or fifteen year planned development area, are designated as a preservation area:

- · Primarily devoted to agriculture or agricultural related uses
- Open space
- Grassland
- Forest
- · Natural resource area
- · Open waters
- Wetlands
- Land within the Baraboo Range Protection area as identified in January 2024
- Land designated as an Agriculture Enterprise Area as of January 2025



The following criteria were utilized for the designation of the unincorporated development areas:

- Unincorporated villages
- Areas of rural, non-agriculture related development such as rural business development and rural neighborhoods

Transition Area Mapping Criteria

Transition Areas are those areas designated as non-agricultural development within the next fifteen years. These areas are:

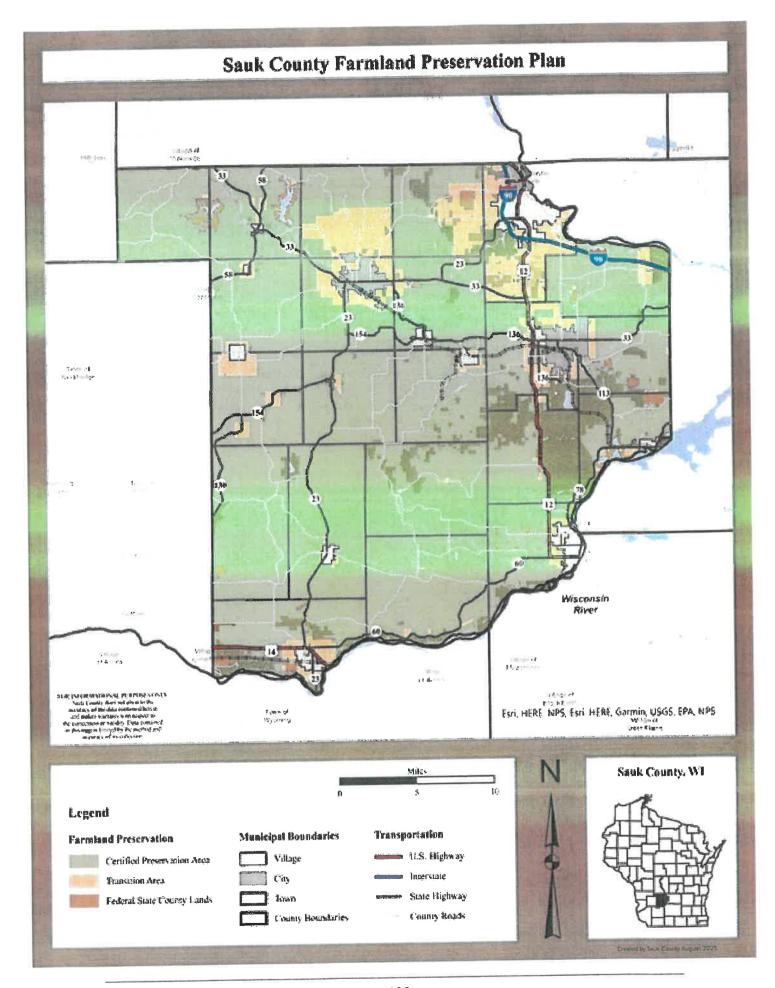
- Parcels identified through either a boundary agreement, extraterritorial zoning district or a memorandum of understanding as an area which may be annexed and/or developed within the next fifteen years
- Parcels identified by town zoning or future land use maps as a development area

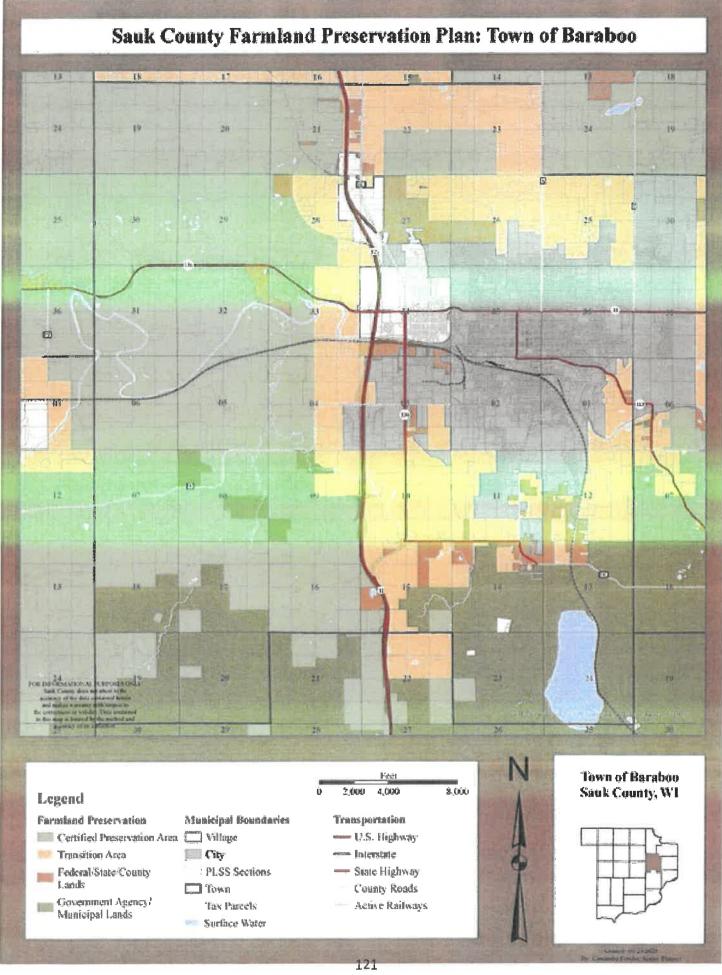
Federal, State and County Owned Mapping Criteria

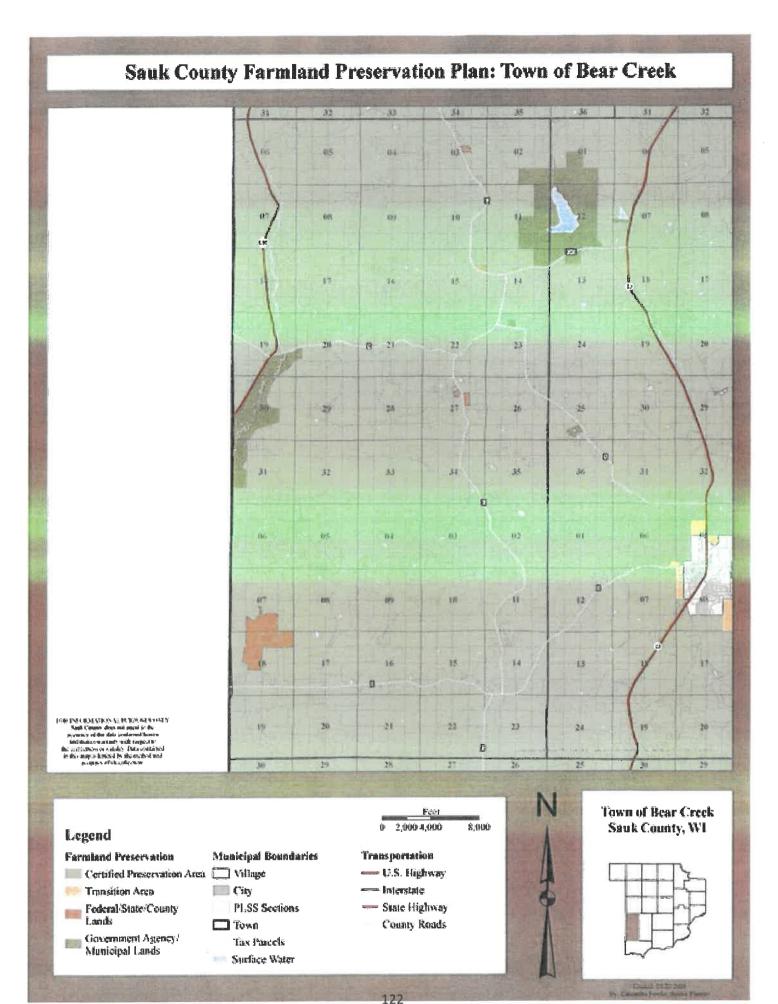
All lands owned by a federal, state or county entity are considered unclassified and are not farmland preservation, unincorporated development, or transition areas.

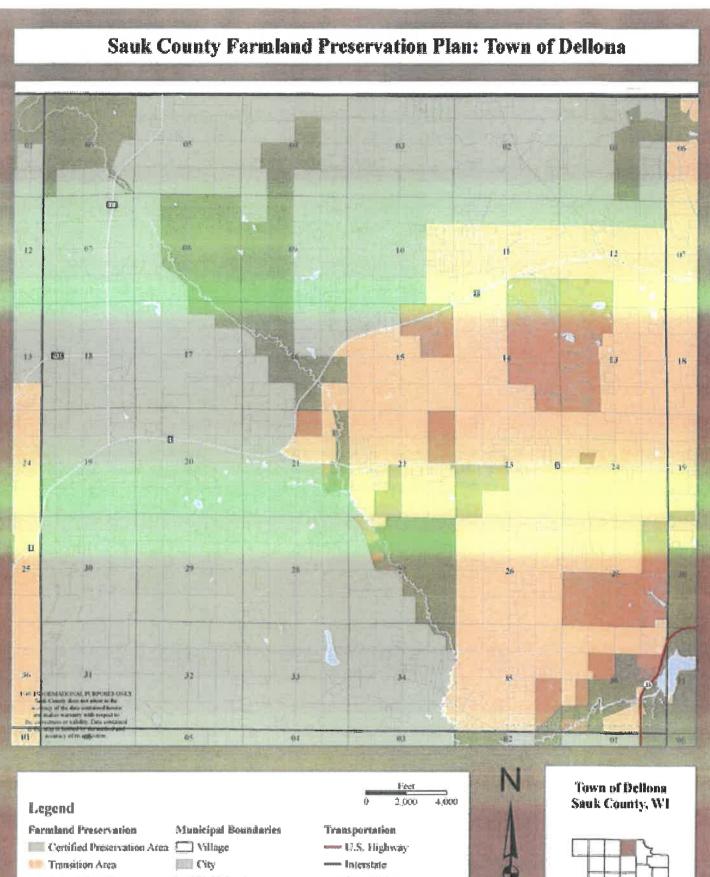
The following pages contain the Farmland Preservation Plan Maps for each Town in alphabetical order.

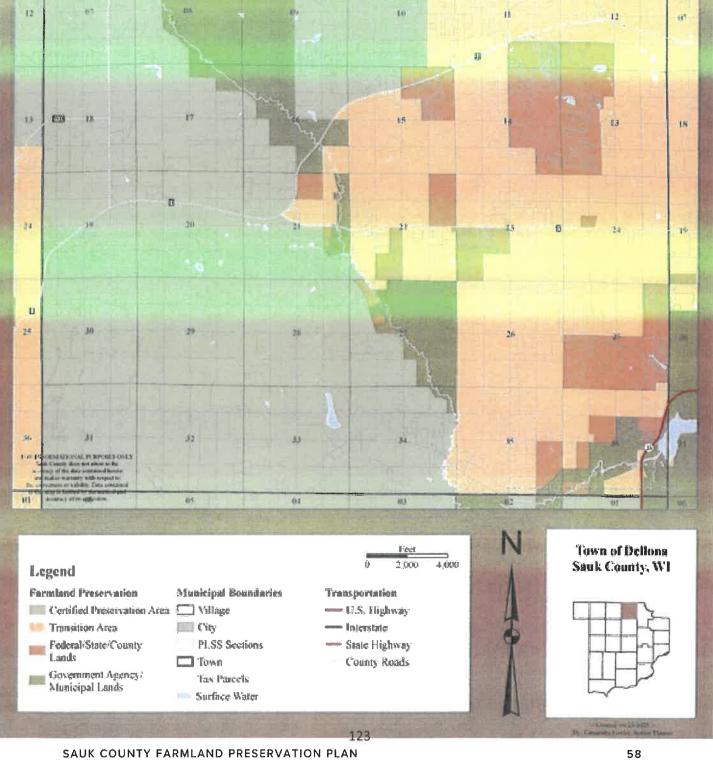


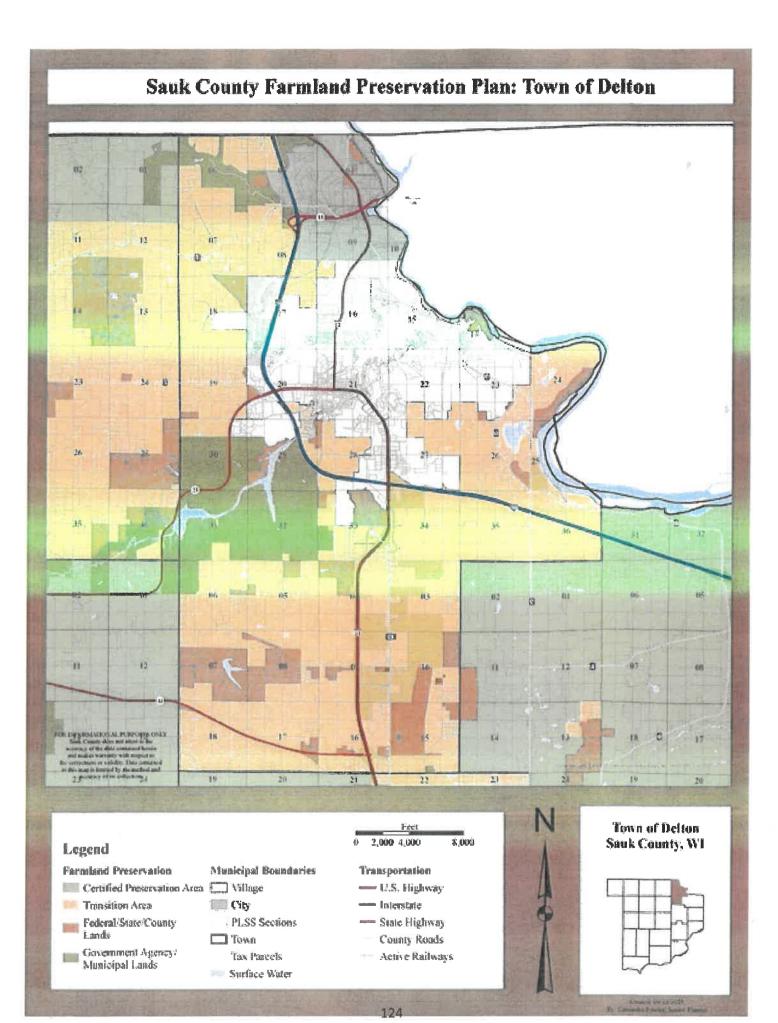


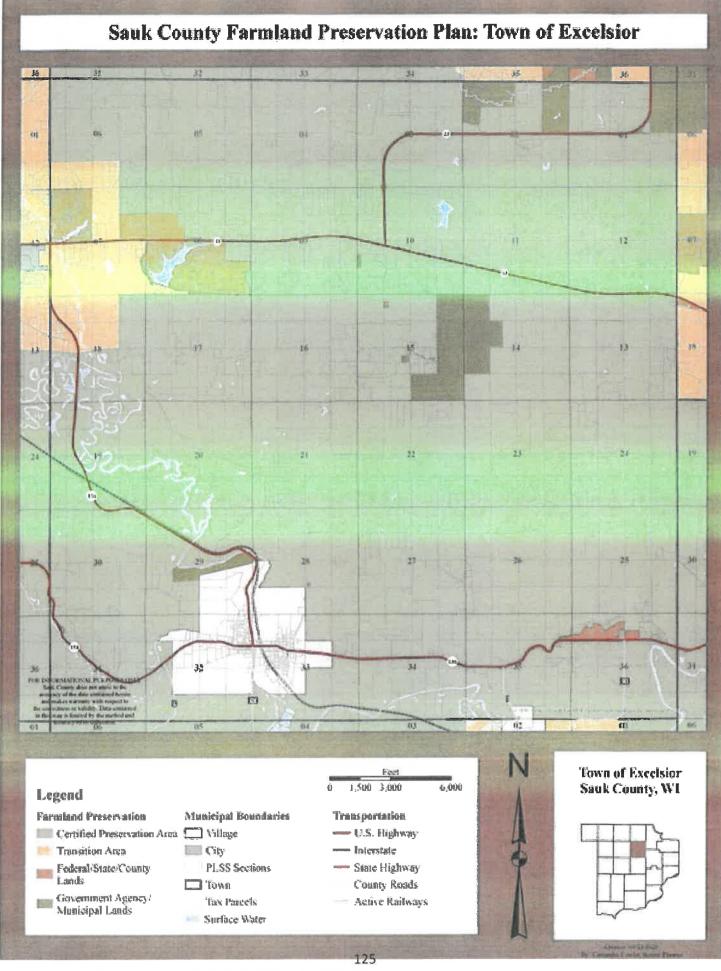


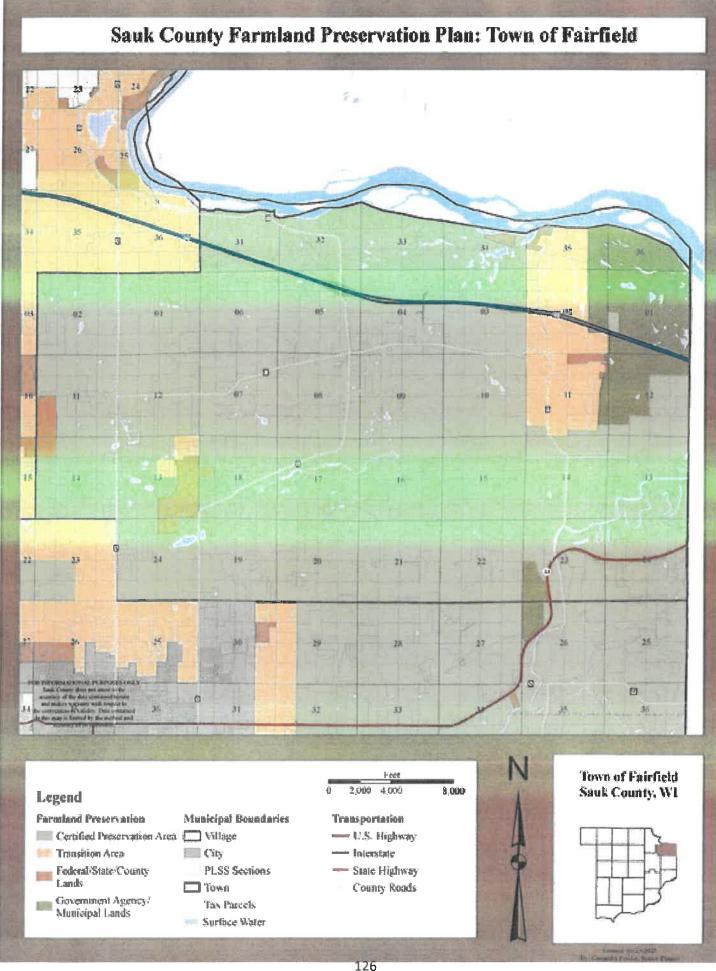


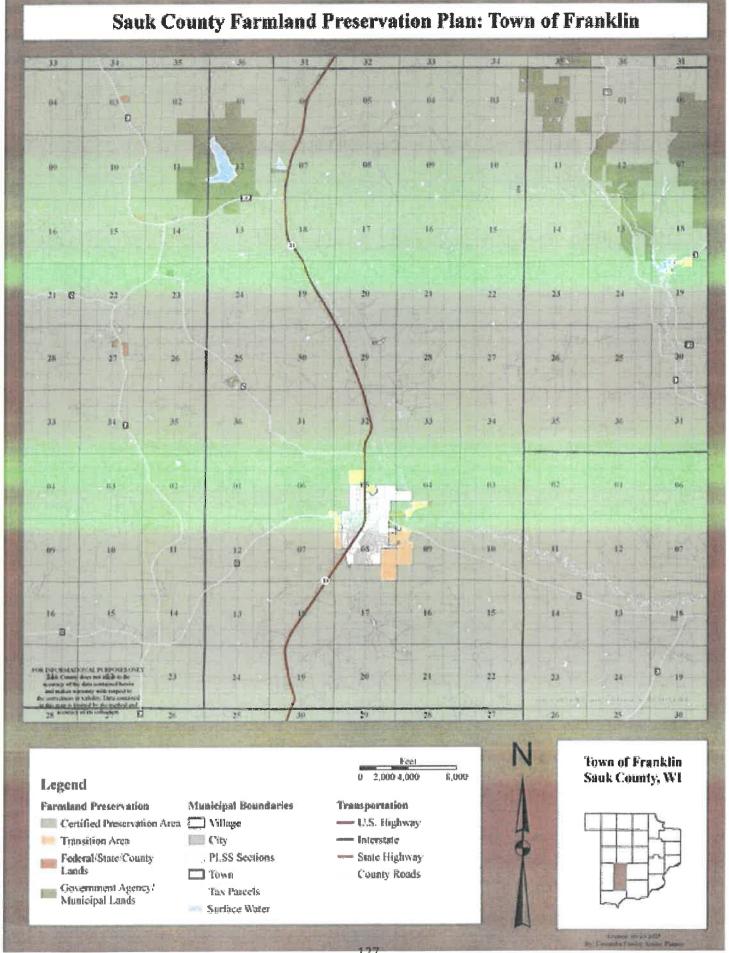


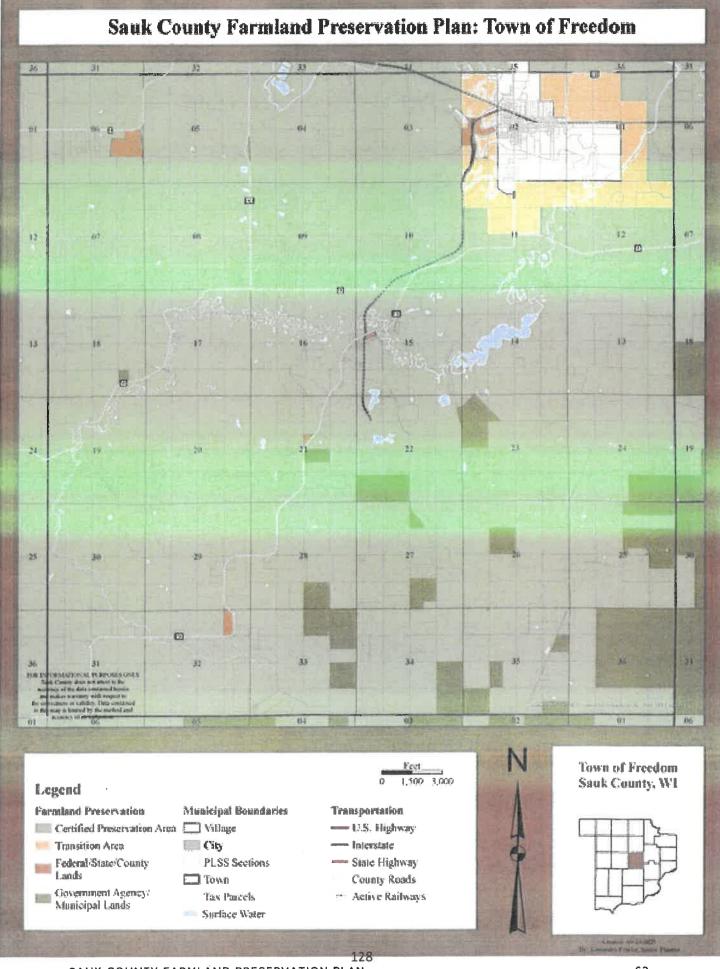


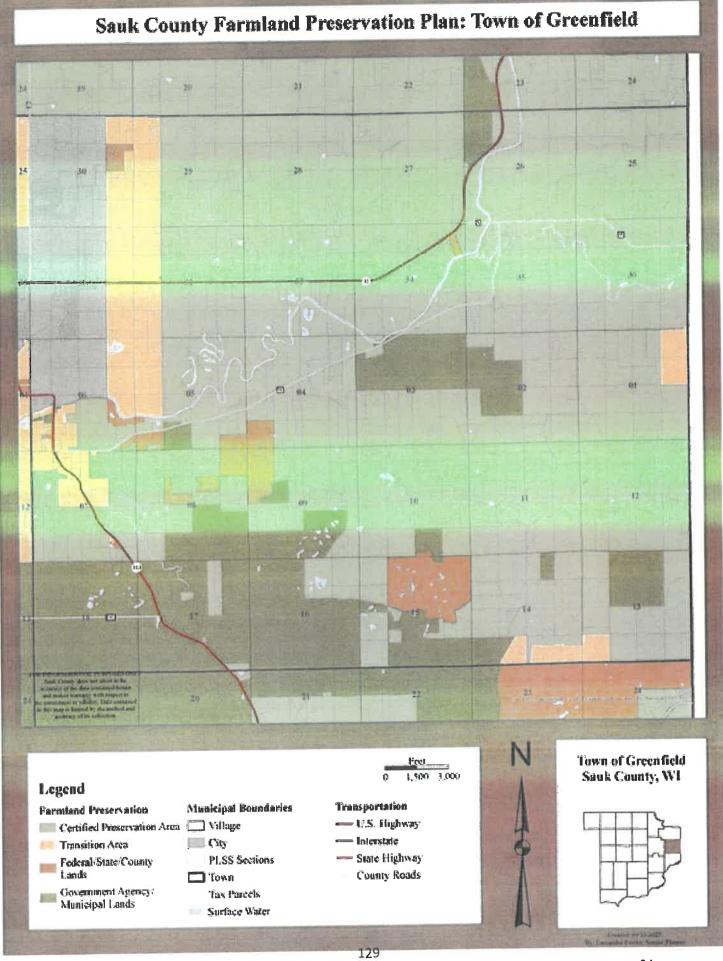


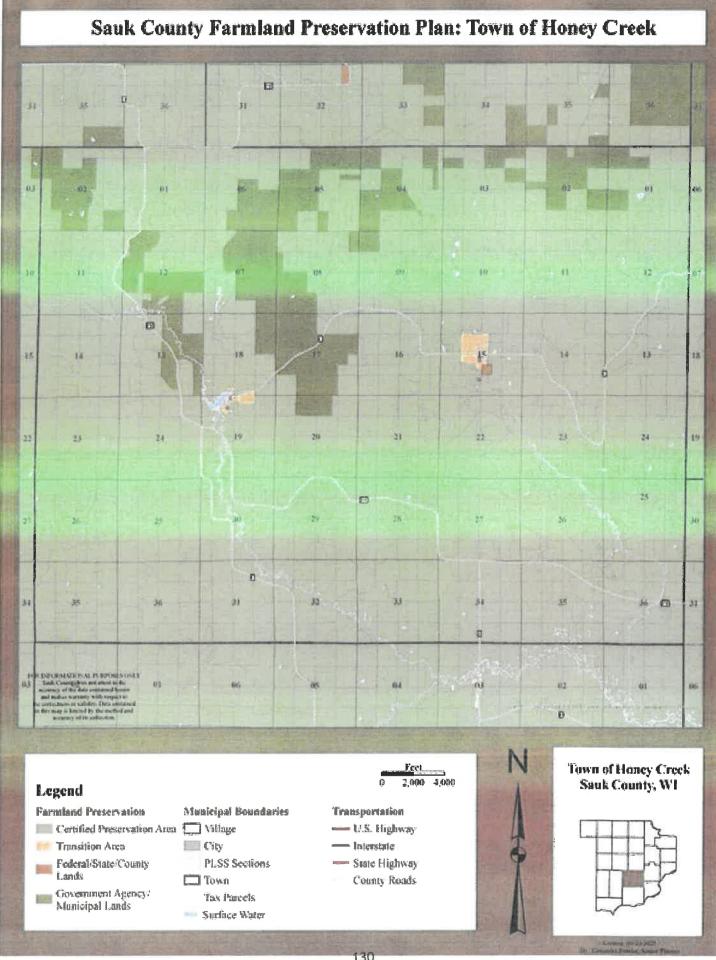


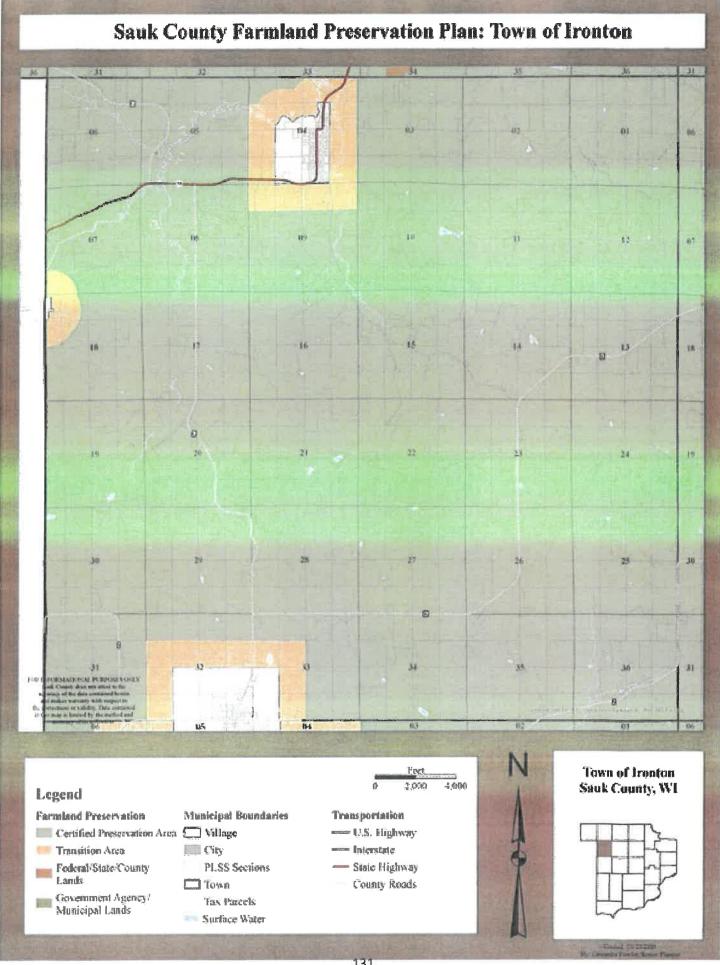


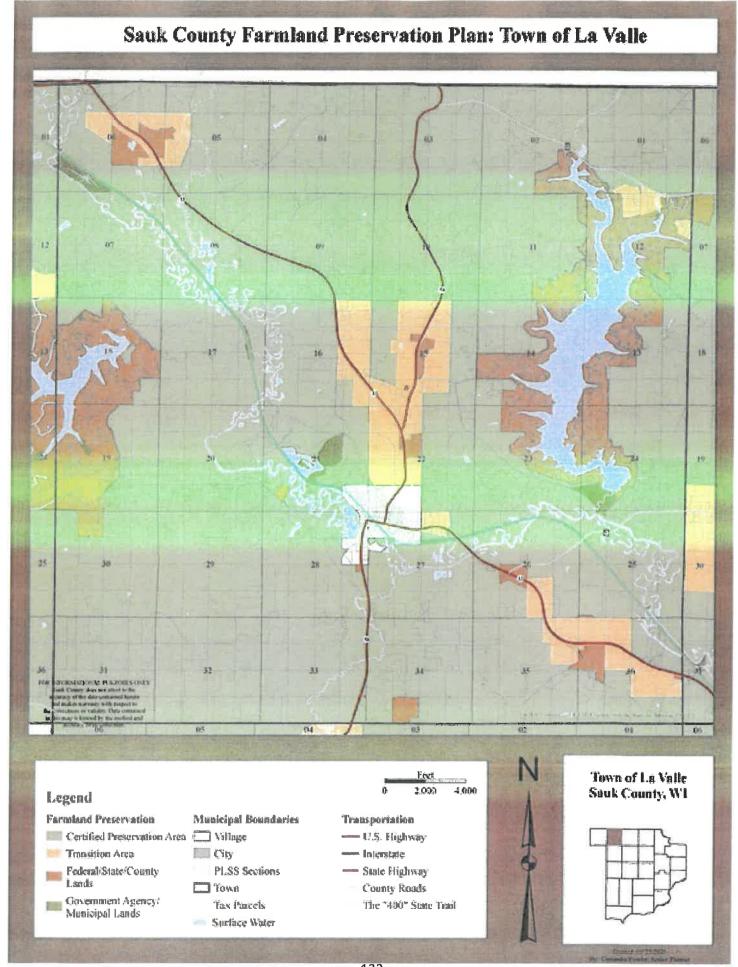


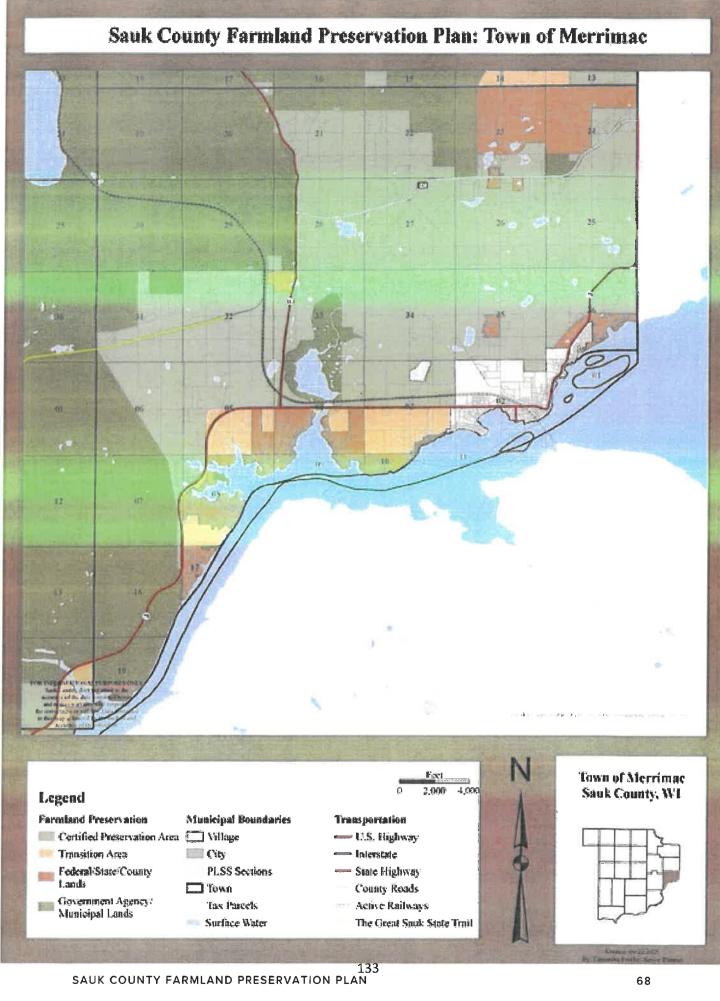


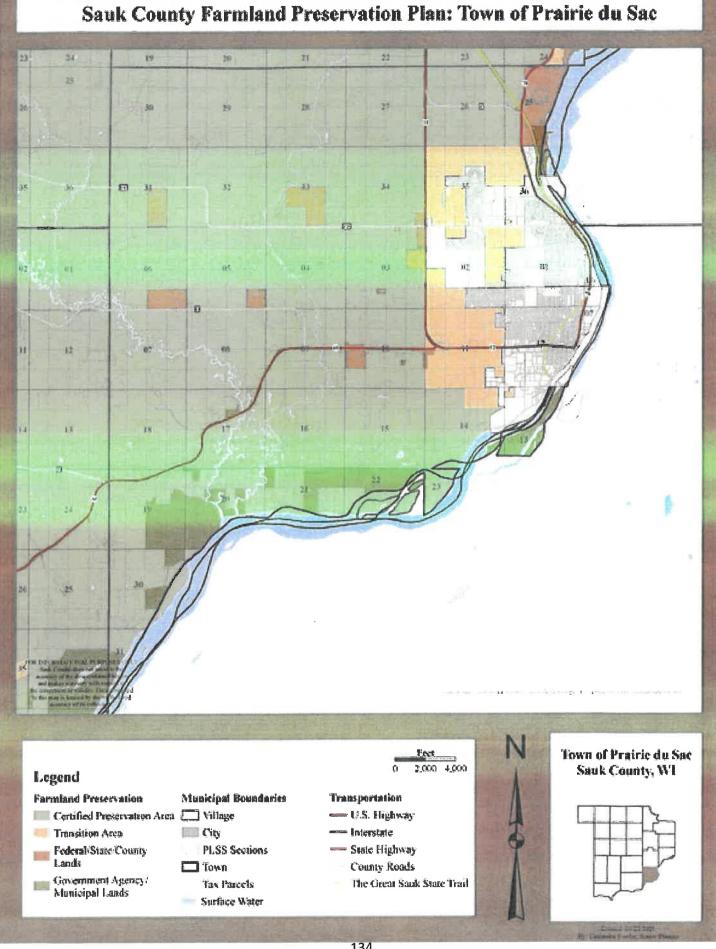


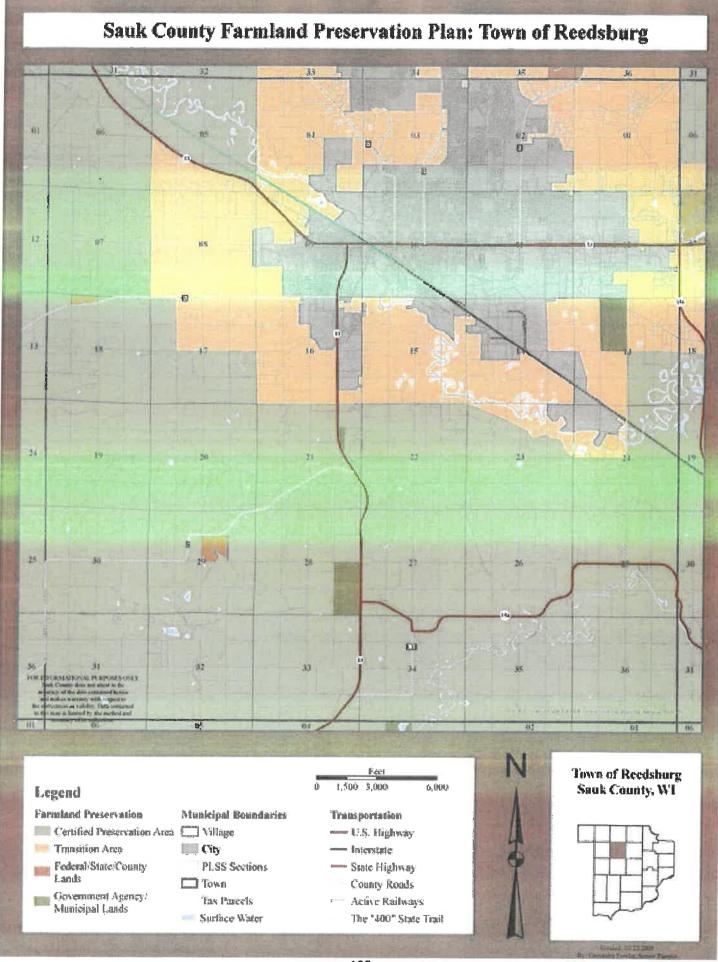




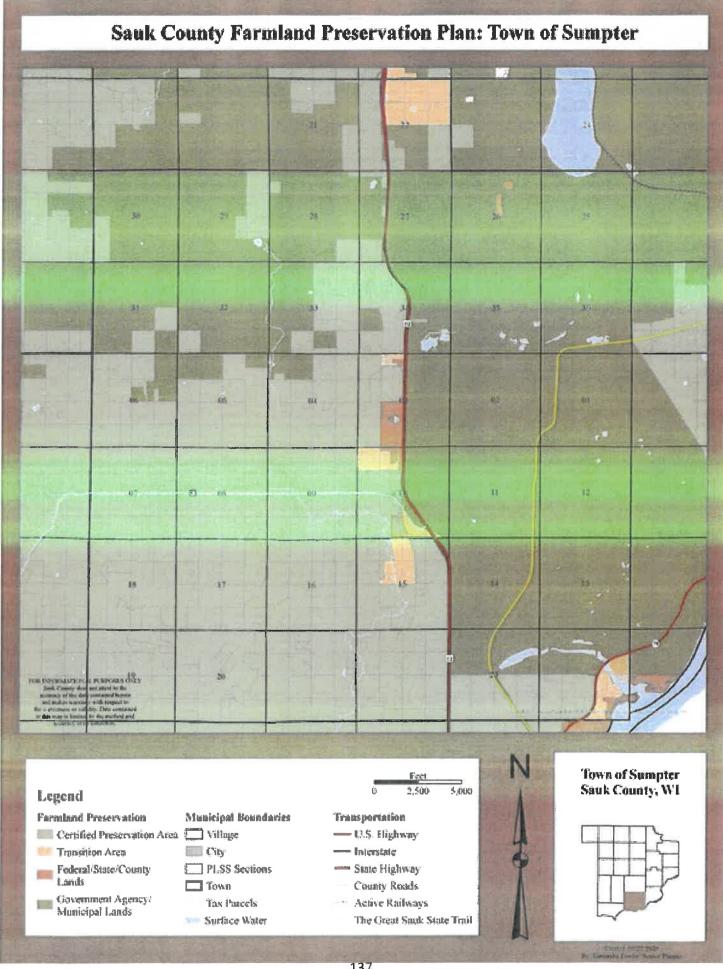


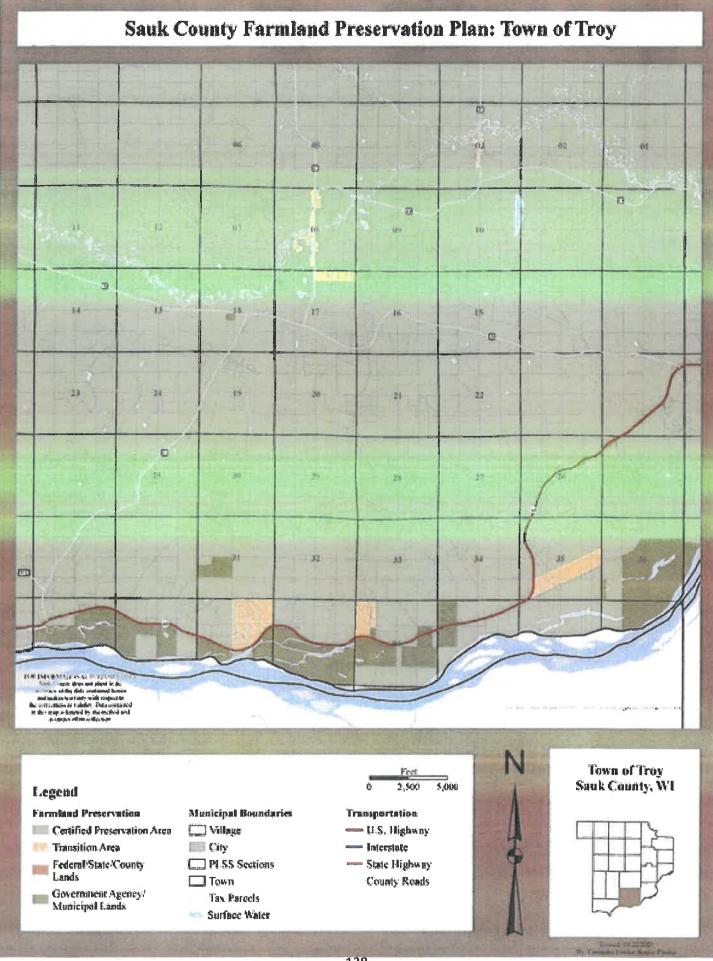


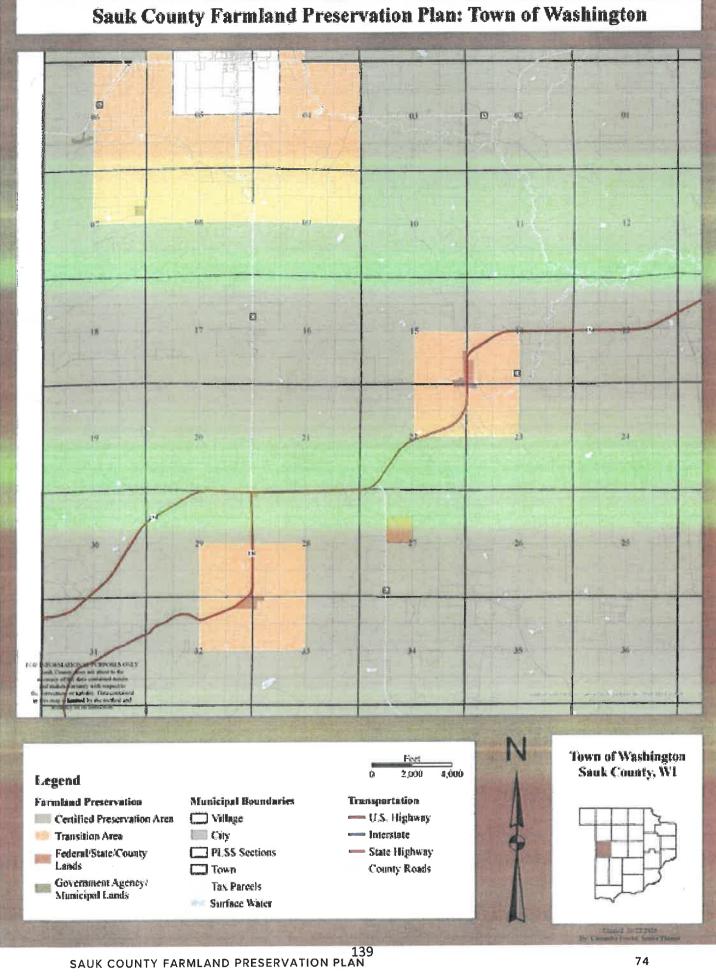


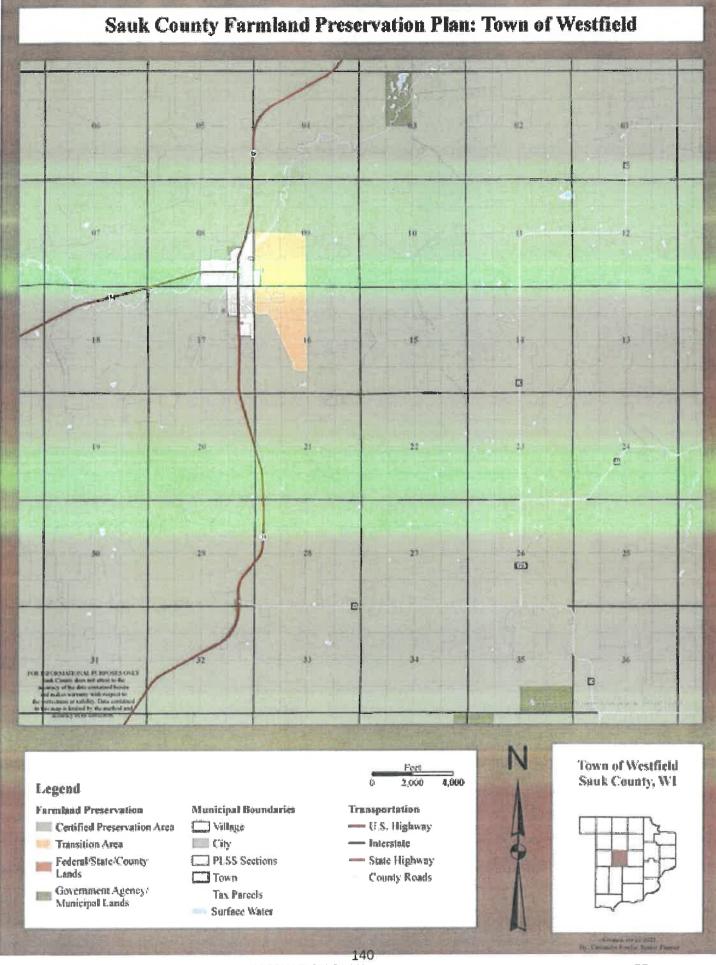




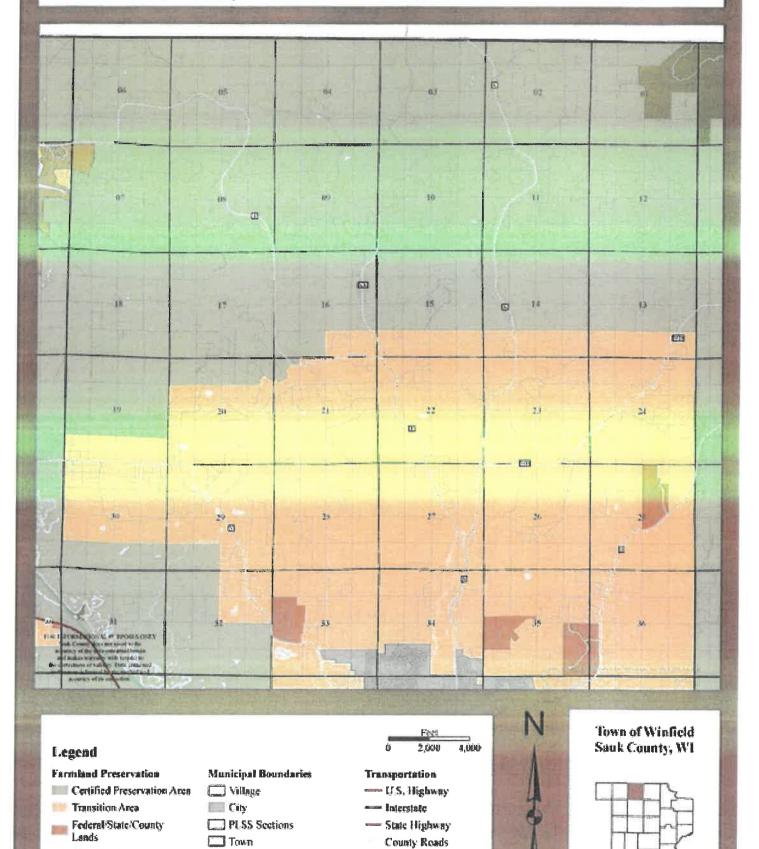








Sauk County Farmland Preservation Plan: Town of Winfield



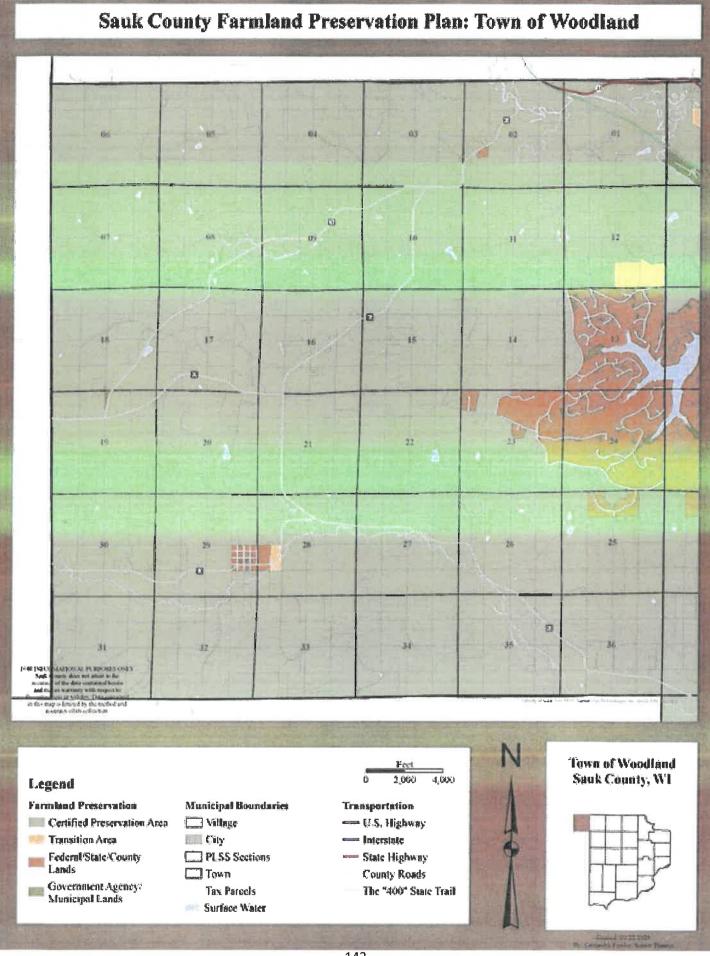
The "400" State Trail

Tax Parcels

Surface Water

Government Agency/

Municipal Lands





SOURCES OF INFORMATION

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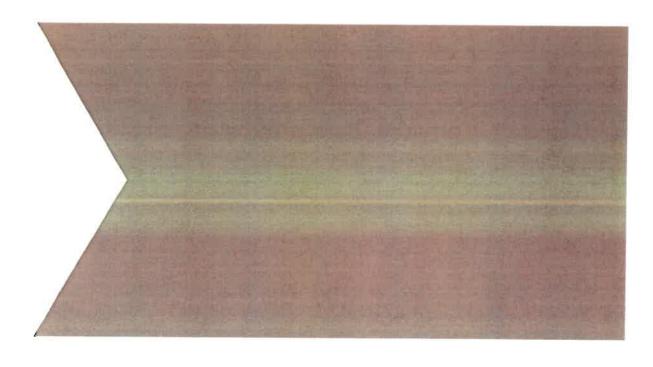
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Sauk County Farmland Preservation Plan

RESOLUTION # 70 - 2025

Resolution Approving an Amendment to the Town of Merrimac Zoning Ordinance Concerning Vacation Rental Establishments

Resolution offered by the Land Resources and Extension Committee

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

BACKGROUND: The Town of Merrimac has been granted authority to exercise village powers under Wis. Stat. § 60.10(2)(c). According to the Town of Merrimac's legal counsel's interpretation of state statute Wis. Stat. § 60.62(3)(a), the amendment to the town's zoning ordinance must be approved by the county board.

Wis. Stat. § 60.62 is titled, Zoning authority if exercising village powers, and § 60.62 (3)(a) states, "In counties having a zoning ordinance, no zoning ordinance or amendment of a zoning ordinance may be adopted under this section unless approved by the county board. This paragraph only applies in counties with a population of less than 485,000 and does not apply to a town that has withdrawn from county zoning."

The Town of Merrimac Town Board approved an amendment to the Town of Merrimac Zoning Ordinance on September 3, 2025, referred to as "Town of Merrimac Ordinance 2025-48" and attached hereto as Appendix A, and is requesting approval by the Sauk County Board of Supervisors.

THEREFORE, **BE IT RESOLVED**, by the Sauk County Board of Supervisors, a resolution to approve an amendment to the Town of Merrimac Zoning Ordinance, as attached hereto as Appendix A.

Approved by the Land Resources and Extension Committee on October 09, 2025.

To be presented to the County Board on October 21, 2025.

Consent Agenda Item: [] YES [] NO	
Fiscal Impact: None [] Budgeted Expenditure [] Not Budgeted	
Vote Required: Majority = 3/4 Majority =	_
The County Board has the legal authority to adopt: Yes No as review by the Corporation Counsel,, Date:	ewed

54 55	Offered and passage moved by:				
56 57		□ Aye	□ Nay	☐ Abstain	□ Absent
58 59	Marty Krueger, Chair	Fla A	E3 No.		
60 61	Dennis Polivka, Vice Chair	A∄ Aye	□Nay	□ Abstain	☐ Absent
62 63	The	□Aye	□ Nay	☐ Abstain	□ Absent
64 65	Brandon Lohr	£	□ Na	□ Abatain	□ Ab
66 67	Peter Kinsman	⊠́.Aye	□ Nay	☐ Abstain	☐ Absent
68 69 70	Robert Spencer	Æ Aye	□ Nay	☐ Abstain	☐ Absent
71 72	Nobelt Spencer	☐ Aye	□ Nay	☐ Abstain	Absent
73 74	Robert Prosser	□ Aye	L Nay	Li Abstatii	A-K-naeiii
75 76	Valerie McAuliffe	Aye	□ Nay	☐ Abstain	☐ Absent
77 78	From Elas	图 Aye	□ Nay	☐ Abstain	☐ Absent
79 80	Lynn Eberl				
81 82 83	Randy Puttlamet	Aye	□ Nay	☐ Abstain	☐ Absent
83 84 85					
86	١.				
87 88 89	Fiscal Note: No fiscal impact.				
90	MIS Note: No information systems impact.				

TOWN OF MERRIMAC ORDINANCE 2025-48

AN ORDINANCE AMENDING SECTIONS OF THE TOWN OF MERRIMAC ZONING ORDIANCE

The Town Board of the Town of Merrimac, Sauk County, Wisconsin, do ordain as follows:

DEFINITION ADDITIONS:

ALL-WEATHER SURFACE: any roadway, driveway, or parking lot surface covered with crushed stone, asphalt, grassy pavers, concrete, or other pervious or impervious material in a manner that will support the weight of anticipated vehicular traffic in all weather conditions and minimize the potential for ruts, potholes, and pooling of water.

ORDINANCE AMENDMENTS (italicized in bold):

- 2.30(2)(e) A minimum of one off-street parking stall shall be provided for every 4 occupants. All off-street parking shall be established outside of the town highway (road) right-of-way. All guest parking for vehicles and trailers shall be within a parking space designated on the site plan, on an area with an all-weather surface.
- 2.30(2)(i) The property owner shall post a map of the property boundaries in a conspicuous location within the dwelling unit, and shall provide a copy of the map of the property boundaries to any person using the property for vacation rental purposes prior to the commencement of each use.
- 2.30(2)(n) Every conditional use permit for a vacation rental establishment expires on June 30 of each year and shall be eligible to apply for one (1) year renewal periods unless the conditional use permit is revoked by the town or voluntarily surrendered by the property owner. The Town Clerk shall prepare a renewal application for vacation rental establishments and collect an application fee as set forth in the Town of Merrimac fee schedule plus costs for legal publications.
- 2.30(2)(u) The property shall not be leased for a period of less than 3 days stay.
- 2.30(2)(v) Any vacation conditional use may not be leased for more than 180 days total per licensing year.

REPEAL ORDINANCE Section 2.30(2)(q)

ORDINANCE ADDITIONS:

2.30(2)(aa) Each short-term rental shall maintain a register and require all guests to register with their actual names and addresses. The register shall be kept on file by the property owner for at least two years, and shall be available for inspection by the Town. The register shall also include the time period for the rental and the monetary amount or consideration paid for the rental.

This ordinance shall take effect immediately upon passage and posting or publication and final approval by the Sauk County Board as provided by law.

The town clerk shall properly post this ordinance as required under s.60.80 Wis. Stats.

Adopted this3rd	_ day of <u>september</u>	, 2025 .
Mike Sitton, Town Chair	Jeff Peetz, Supe	rvisor

John Gaedke, Supervisor

ATTEST:

<u>Stephimilbranilu</u>

Stephanie Brensike

Town Administrator & Clerk - Treasurer

Recommended for Approval by the Planning & Zoning Commission — 07/16/2025 Approved by the Town Board — 09 - 03 - 2025 Approved by the Sauk County Board —

2.30 Vacation Rental Establishments

- 1. Subject to the provisions of subsection 2.30 (2), vacation rental establishments may be permitted only by conditional use in the following districts:
 - a) Agricultural District
 - b) Agricultural Conservation District
 - c) Single Family Residential District
- 2. Conditional use status shall not be granted to vacation rental establishments unless all of the following conditions are met:
 - a) The petitioner must provide to the Town Clerk a copy of the State Tourist Rooming House License for the subject property, prior to the conditional use order being granted; and evidence of each renewal of such license shall be filed by the Petitioner with the Town Clerk, such as evidence that a current license is always on file for the duration of the vacation rental establishment conditional use permit.
 - b) Transfer of a conditional use permit issued in accordance with this section shall not be permitted. Should the subject property be sold or transferred, then the conditional use permit shall become void and a new conditional use permit must be issued for use as a vacation rental establishment to continue. The town is not obligated or required to issue a conditional use permit to the new property owner.
 - c) All vacation rental establishments shall be subject to and comply with Wis. Stats. Chapter 254, subchapter VII as required by Wis. Stats. 254.69 (2), which sections are incorporated herein by reference.
 - d) All vacation rental establishments shall be subject to and comply with Wisconsin Administrative Code HS 195 which is hereby incorporated herein by reference.
 - e) A minimum of one off-street parking stall shall be provided for every 4 occupants. All off-street parking shall be established outside of the town highway (road) right-of-way. All guest parking for vehicles and trailers shall be within a parking space designated on the site plan, on an area with an all-weather surface.
 - f) Sleeping quarters related to a vacation rental establishment use shall only be located within the principal residential structure on the property. Accessory buildings cannot be used for sleeping quarters.
 - g) All refuse containers shall be screened from view and instructions for recycling shall be posted.
 - h) Unless the property is connected to a municipal sewer system, the property owner must provide proof that the septic system is property sized for the proposed use and shall be properly maintained.
 - i) The property owner shall post a map of the property boundaries in a conspicuous location within the dwelling unit, and shall provide a copy of the map of the property boundaries to any person using the property for vacation rental purposes prior to the commencement of each use.
 - j) The Planning and Zoning Commission and the Town Board shall consider the potential impact to the surrounding neighborhood and proximity to any existing lodging place as defined by Wis. Stat. 254.61

- when reviewing a request for a vacation rental establishment conditional use permit.
- k) The Town Board may revoke the conditional use permit if the property has been declared a public nuisance affecting the peace and safety affecting the public. Public nuisances shall include, but are not limited to all loud and unnecessary noises, including those produced by animals and the unlawful use of fireworks, particularly before 6:00am and after 9:00pm; unlawful or unauthorized use of any town highway (road) which causes large crowds to gather or obstructs traffic; illegal or unlawful activity; and failure to remove all snow and ice from sidewalks, parking areas, and driveways.
- The Town Board shall not renew the conditional use permit if the property owner has failed to remit room tax. Upon remittance of the delinquent room tax, the conditional use permit may be reinstated by the Town Board.
- m) Room tax shall be collected by the property owner from the lessee to whom the Agreement has been made. The room tax shall be remitted to the Town Clerk on a quarterly basis. Should the property owner fail to remit the room tax, the property shall be subject to the forfeiture provisions of Town Ordinance 1-78 and the conditional use permit shall be automatically revoked. Upon remittance of delinquent room tax, the conditional use permit may be reinstated.
- n) Every conditional use permit for a vacation rental establishment expires on June 30 of each year and shall be eligible to apply for one (1) year renewal periods unless the conditional use permit is revoked by the town or voluntarily surrendered by the property owner. The Town Clerk shall prepare a renewal application for vacation rental establishments and collect an application fee as set forth in the Town of Merrimac fee schedule plus costs for legal publications. All renewals shall be subject to the following:
 - 1. The clerk shall post and publish a Class I legal notice 15 days prior to the granting of the conditional use permit renewal.
 - 2. The Town Board may renew a conditional use permit if the property owner has demonstrated it has met all of the same conditions established when the conditional use permit was initially issued unless a condition has been specifically waived by the Planning and Zoning Commission.
 - 3. The Town Board may deny renewal of the conditional use permit if the property is deemed to be a nuisance or has failed to meet any of the conditions established.
 - 4. The Town Board shall not renew the conditional use permit if the property owner has failed to remit room tax. Upon remittance of the delinquent room tax, the conditional use permit may be reinstated by the Town Board.
- o) If the town finds that any statement made on the conditional use permit, or the renewal application, is incorrect, the Town Board may, at any time, immediately and summarily revoke the conditional use permit.
- p) The property owner shall provide a copy of this ordinance along with a current copy of the conditional use permit to any person using the property for vacation rental purposes prior to the commencement of each use.

- r) There shall be no outdoor storage of any kind allowed on the subject property, with the exception of trailers, watercraft, snowmobiles, or ATVs on trailers.
- s) No recreational vehicle or tent may be used for living or sleeping purposes.
- t) The property owner shall post at the main entrance contact information for the owner and the contact information of a local property manager who resides within 25 miles of the property and can be reached twenty-four (24) hours a day, seven (7) days a week. This information shall be on file with the town clerk.
- u) The property shall not be leased for a period of less than 3 days stay.
- v) Any vacation conditional use may not be leased for more than 180 days total per licensing year.
- w) A current floor plan for the vacation property shall be provided at a minimum of one-inch equals four feet, and a site plan of the property at a minimum scale of one-inch equals 10 feet, showing on-site parking spaces and trash storage.
- x) Proof of valid property and liability insurance for the property.
- y) The maximum number of occupants shall not exceed the total number licensed by the State of Wisconsin or two per bedroom plus two additional occupants, whichever is less.
- z) No exterior signage or outdoor advertising related to the vacation rental home is permitted, other than the property address.
- aa) Each short-term rental shall maintain a register and require all guests to register with their actual names and addresses. The register shall be kept on file by the property owner for at least two years, and shall be available for inspection by the Town. The register shall also include the time period for the rental and the monetary amount or consideration paid for the rental.
- 3. Description: A dwelling unit available for overnight, weekend or weekly stays by paying guests, which may or may not be owner-occupied for parts of the year. These uses are often referred to as vacation rentals and include timeshare units. This land use category is distinct from Bed and Breakfast, Commercial Indoor Lodging, and Boarding House land uses.
- 4. All leases 29 days or less are prohibited unless a conditional use permit has been granted in accordance with Section 2.30 of this ordinance. Leases over 29 days are not subject to the requirements of this Section.

Ordinance 2017-14 Adopted by the Town Board March 5, 2014
Approved by Sauk County Board of Supervisors April 15, 2014
Amended and approved by the Town Board December 12, 2017 (Ordinance 2017-22)
Amended approved by the Sauk County Board of Supervisors December 19, 2017
Recommended for approval by the Planning & Zoning Commission March 27, 2019
Approved by the Merrimac Town Board on May 1, 2019
Approved by the Sauk County Board of Supervisors May 21, 2019
Recommended for approval by the Planning & Zoning Commission July 16, 2025
Approved by the Merrimac Town Board September 3, 2025
Approved by the Sauk County Board of Supervisors

RESOLUTION # 71-2025

Resolution Authorizing the County Administrator to Submit Multi-Discharger Variance Application to the Wisconsin Department of Natural Resources

Resolution offered by the Land Resources and Extension Committee

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

BACKGROUND: The multi-discharger variance (MDV) for phosphorus extends the timeline for Wisconsin Pollutant Discharge Elimination System (WPDES) permitted facilities with complying with low-level phosphorus limits. In exchange, these facilities commit to stepwise reductions of phosphorus within their effluent as well as helping to address nonpoint sources of phosphorus from farm fields, cities or natural areas to implement projects designed to improve water quality. Sauk County Land Resources and Environment Department and various WPDES permit holders are pursuing an approach to address reductions of phosphorus in the Baraboo River and Lower Wisconsin Watersheds through MDV watershed projects. Actual funding amounts are not made available until January 1 of any given year.

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

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

BE IT FURTHER RESOLVED, that the County Administrator is hereby authorized to submit the MDV application.

52 53	Dennis Polivka, Vice Chair	□ Aye	□ Nay	□ Abstain	□ Absent
54 55 56	Brandon Lohr	(7 Aye	□ Nay	□ Abstain	□ Absent
57 58 59	Peter Kinsman	∉ ∱Aye	□ Nay	□ Abstain	□ Absent
60 61 62	Robert Spencer	Aye	□ Nay	□ Abstain	□ Absent
63 64 65	Robert Prosser	□ Aye	□ Nay	□ Abstain	□ Absent
66 67 68	Valerie McAuliffe	Aye	□ Nay	□ Abstain	□ Absent
69 70 71	Lynn Eberl	A ye	□ Nay	□ Abstain	□ Absent
72 73 74	Randy Puttkamer	Aye	□ Nay	□ Abstain	□ Absent
75 76 77 78	Fiscal Note: The proposed 2026 Land Resour potential funding amounts of \$4,400. Final fun counties in the watershed and will not be available.	ding amou	ınts deper	nd upon partic	t budget shows cipation of other
79 80	MIS Note: No Impact				•

RESOLUTION # 72-2025

Resolution Amending the 2025 Budget and Authorizing the Acceptance of a State & Local Cybersecurity Grant from the Wisconsin Department of Emergency Management and the Implementation of a Managed Cyber Security Threat Detection and Response Solution

Resolution offered by the Public Works and Infrastructure Committee and the Finance, Personnel, and Insurance Committee

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

BACKGROUND: The Infrastructure Investment and Jobs Act (IIJA) established grant funding through the State and Local Cybersecurity Grant Program (SLCGP) to award grants to eligible entities to address cybersecurity risks and cybersecurity threats to information systems. The SLCGP provides funding to state, local, and tribal governments to improve their cybersecurity capabilities. Administered through the federal Department of Homeland Security's (DHS) Cybersecurity and Infrastructure Security Agency (CISA), the program aims to help state, local, and tribal governments improve their cybersecurity posture and better protect their networks, systems, and data from cyber threats.

In Wisconsin, the SLCGP is administered by Wisconsin Emergency Management (WEM) and the Division of Enterprise Technology (DET)

In May 2025, the MIS Department applied for one of these grants to procure and implement a monitored security incident detection and response system (MDR) for one year as a proof of concept. This is intended to demonstrate the value of the solution and assist in securing funding in future budget cycles to ensure the long-term sustainability of the service.

On October 2, 2025, WEM notified Sauk County of the award of this grant pending acceptance by the County Board. This resolution is to accept the grant funding and authorize the MIS department to move forward with contracting for an MDR service for one year.

THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, hereby authorizes the acceptance of an SLCGP grant in the amount of \$91,369.46 and agrees to the terms set forth in the attached award acceptance agreement; and

BE IT FURTHER RESOLVED, that the County Board Chair is authorized to sign the attached acceptance agreement on behalf of the County Board; and,

BE IT FURTHER RESOLVED, that the 2025 MIS budget be amended to include \$91,369.46 from this grant for the acquisition of a Managed Detection and Response (MDR) solution; and,

BE IT FURTHER RESOLVED, that the Sauk County MIS Director is delegated the authority to enter into the agreements necessary to obtain the MDR service for a period of up to one year, not to exceed an annual cost of \$91,369.46, on behalf of Sauk County.

Finance, Personnel, and Insurance Committees, this 21st day of October, 2025. Consent Agenda Item: [] YES [X] NO Fiscal Impact: [] None [] Budgeted Expenditure [X] Not Budgeted Vote Required: Majority = ____ 2/3 Majority = __X 3/4 Majority = ____ The County Board has the legal authority to adopt: Yes No No as reviewed by the Corporation Counsel, No Date: Offered and passage moved by: **Public Works and Infrastructure Committee:** X Aye □ Nay ☐ Abstain ☐ Absent Brian Peper, Chair ☐ Absent **X** Aye ☐ Nay ☐ Abstain Mark "Smooth" Detter, Vice Chair □ Abstain ☐ Absent X Aye ☐ Nay Thomas Dorner, Secretary **X** Aye □ Nay ☐ Abstain ☐ Absent Terry Spencer, Supervisor **X** Absent ☐ Aye ☐ Nay ☐ Abstain Bryant Hazard, Supervisor X Absent ☐ Nay ☐ Abstain ☐ Aye Robert Spencer, Supervisor ☐ Abstain Absent A □ Aye □ Nay Richard Cross, Supervisor X Aye ☐ Nay ☐ Abstain ☐ Absent Valerie McAuliffe, Supervisor X Absent ☐ Abstain ☐ Aye □ Nay Mark Waldon, Supervisor

Approved for presentation to the County Board by the Public Works and Infrastructure, and

Finance, Personnel, and Insurance Committee:

ρ				
Tym Elf	∄ Aye	☐ Nay	☐ Abstain	☐ Absent
Lyph Eberl, Chair				
1/06	Aye	☐ Nay	☐ Abstain	□ Absent
Brandon Lohr, Vice Chair				
Pains Suchier	Aye	□ Nay	☐ Abstain	□ Absent
Gaile Burchill, Secretary	,			
	□ Aye	□ Nay	☐ Abstain	⊠ Absent
Jacob Roxen, Supervisor				
Terry Spencer, Supervisor	Aye	□ Nay	☐ Abstain	□ Absent
Andrea Landard, Supervisor	Aye	□ Nay	☐ Abstain	□ Absent
Timothy McCumber, Supervisor	Aye	□ Nay	☐ Abstain	□ Absent
Shella Carver, Supervisor	Aye	□ Nay	☐ Abstain	□ Absent
Aaron Evert, Supervisor	☑ Aye	□ Nay	☐ Abstain	☐ Absent

Fiscal Note: The grant requires no local match. Sauk County is responsible for obtaining and paying for this service, and Grant funds will be received in the form of reimbursement following project closeout.

State & Local Cybersecurity Grant Program (SLCGP): Cycle 2 Funding State & Local Cybersecurity Grant Program/Implementation of an XDR/MDR Solution 2023-SLCGP-01-14242

This subaward grant agreement (Agreement) is made between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and **Sauk County** (the Grantee). The Agreement sets forth the terms and conditions of the award to Grantee of grant funds (Grant Funds) for the project described in Exhibit A.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows.

- 1. The Grantee agrees to execute the project consistent with the purposes and conditions of the objectives that it has agreed to attain within the grant period set forth in Exhibit A, as submitted in an application approved by WEM and referred to in Exhibit A.
- 2. The Grantee shall comply with the applicable rules, regulations, limitations, terms and conditions set forth in Exhibits A F of this this Agreement, which are incorporated by reference into this Agreement. All references to "Agreement" in any of the Exhibits refer to this one-page document.
 - a. Exhibit A, Approved Award
 - b. Exhibit B. WEM Standard Terms and Conditions
 - c. Exhibit C, Special Conditions and Additional Monitoring
 - d. Exhibit D, Acknowledgement Notice
 - e. Exhibit E, Federal Terms and Conditions
 - f. Exhibit F. Federal Assurances
- 3. WEM has no obligation to pay any portion of the federal government's share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under this Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under this Agreement.
- 4. The provisions of the Agreement document and its exhibits, and any documents attached to or referenced in any of them, constitute the entire Agreement between the Parties and supersede any prior agreement between them related to the subject matter of this Agreement.
- 5. The individuals executing this Agreement represent that they have the authority to sign it on behalf of and bind their respective Parties.

THE PARTIES EXECUTE THIS AGREEMENT BY THEIR SIGNATURES BELOW.

State of V	Visconsin	Grantee		
	Department of Military Affairs, Emergency Management (WEM)	Sauk County		
Authorized Representative		Authorized Representative		
Name:	Greg Engle	Name:	Timothy McCumber	
Title:	WEM Administrator	Title:	County Board Chair	
Signature:	John	Signature:		
olynature.		Olgitataro.		
Date:	10/01/2025	Date:		



STATE OF WISCONSIN DEPARTMENT OF MILITARY AFFAIRS

DIVISION OF EMERGENCY MANAGEMENT



Phone: 608-242-3000 P.O. Box 7865 · Madison, WI 53707-7865

September 30, 2025

Steve Pate, MIS Director Sauk County 510 Broadway Street Baraboo, WI 53913

RE: State & Local Cybersecurity Grant Program/Implementation of an XDR/MDR

Solution

WEM Grant Number: 2023-SLCGP-01-14242

To Whom It May Concern:

Congratulations! Wisconsin Emergency Management has approved a grant award pursuant to the State and Local Cybersecurity Grant Program (SLCGP) to Sauk County in the amount of \$91,369.46. These funds represent the Federal share of project costs. WEM administers the funds on behalf of the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials in Egrants; all requirements, including reporting, outlined in the Funding Announcement; Terms and Conditions; and enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement and the federal assurances, Exhibit F of this packet. Once signed, return one copy to WEM via email to marc.couturier@widma.gov and keep a copy for your records.

Please reach out to the WEM Grant Manager, Marc Couturier, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,

Greg Engle, Administrator

Wisconsin Emergency Management

State & Local Cybersecurity Grant Program (SLCGP): Cycle 2 Funding State & Local Cybersecurity Grant Program/Implementation of an XDR/MDR Solution 2023-SLCGP-01-14242

This subaward grant agreement (Agreement) is made between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and **Sauk County** (the Grantee). The Agreement sets forth the terms and conditions of the award to Grantee of grant funds (Grant Funds) for the project described in Exhibit A.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows.

- 1. The Grantee agrees to execute the project consistent with the purposes and conditions of the objectives that it has agreed to attain within the grant period set forth in Exhibit A, as submitted in an application approved by WEM and referred to in Exhibit A.
- 2. The Grantee shall comply with the applicable rules, regulations, limitations, terms and conditions set forth in Exhibits A F of this this Agreement, which are incorporated by reference into this Agreement. All references to "Agreement" in any of the Exhibits refer to this one-page document.
 - a. Exhibit A, Approved Award
 - b. Exhibit B. WEM Standard Terms and Conditions
 - c. Exhibit C, Special Conditions and Additional Monitoring
 - d. Exhibit D, Acknowledgement Notice
 - e. Exhibit E, Federal Terms and Conditions
 - f. Exhibit F, Federal Assurances
- 3. WEM has no obligation to pay any portion of the federal government's share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under this Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under this Agreement.
- 4. The provisions of the Agreement document and its exhibits, and any documents attached to or referenced in any of them, constitute the entire Agreement between the Parties and supersede any prior agreement between them related to the subject matter of this Agreement.
- 5. The individuals executing this Agreement represent that they have the authority to sign it on behalf of and bind their respective Parties.

THE PARTIES EXECUTE THIS AGREEMENT BY THEIR SIGNATURES BELOW.

State of W	/isconsin	Grantee			
	Department of Military Affairs, Emergency Management (WEM)	Sauk County			
Authorized	Representative	Authorized Representative			
Name:	Greg Engle	Name:	Timothy McCumber		
Title:	WEM Administrator	Title:	County Board Chair		
Signature:	Ha	Signature:			
Date:	10/01/2025	Date :			

WEM Grant Agreement 2023-SLCGP-01-14242 <u>Exhibit A</u> – Approved Award

Funding Authorization Information

Funding authorization: Department of Homeland Security (DHS), Federal Emergency

Management Agency (FEMA)

Assistance Listing Number (ALN) or State Identification Number: 97.137 Federal Award Identification Number (FAIN): EMW-2023-CY-00052

Federal Award Date: 12/1/2023

Funding Award Description: The purpose of the Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

Notice of Funding Opportunity: State & Local Cybersecurity Grant Program (SLCGP): Cycle 2

Funding

Approved	Award	Information
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Award date: September 30, 2025

Grantee: Sauk County UEI: MBBBU1XPJ4M5

State & Local Cybersecurity Grant Program/Implementation of an XDR/MDR

Project Title: Solution

Grant Period: From October 1, 2025 To August 31, 2027

Grant Number: 2023-SLCGP-01-14242 Award Amount: \$91,369.46

Project Director: Steve Pate, MIS Director; Sauk County

Project Summary: Through this grant, Sauk County MIS intends to procure and implement a monitored

security incident detection system as part of its existing cybersecurity stack. This initiative will serve as a proof of concept to demonstrate the system's value to assist in securing funding in future budget cycles for long-term sustainability. Key goals of this project: - Evaluating the system's effectiveness in detecting, alerting, and responding to security incidents in real time. - Assessing integration capabilities with the County's current cybersecurity tools and infrastructure. - Enhancing visibility into network and endpoint activity to improve threat detection. - Testing scalability and performance to ensure the solution meets current and future operational demands. - Supporting compliance with relevant regulations and internal security policies. - Providing data and insights to support a cost-benefit analysis and funding justification. - Engaging stakeholders through demonstrations and reporting to build consensus and support. Through this process, we

are confident that stakeholders will recognize the value of the system and support future

funding allocations to ensure its continued operation and development.

Approved Award Budget

Budget Cost Category
Personnel
Fringe Benefits
Travel (Including Training)
Equipment

Local Match

Award

162

Supplies & Operating Expenses Consultants/Contractual Other Indirect	\$86,289.46 \$5,080.00	
Sum	\$91,369.46	
TOTAL APPROVED BUDGET	\$91,369.46	

Article I. Conditions of the Parties' Obligations

The Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of WEM shall serve to revise or terminate the Agreement, except as further agreed to by the parties. WEM and the grant recipient (Grantee) understand and agree that no clause, term, or condition of the Agreement shall be construed to supersede the lawful powers or duties of either party.

Article II. Applicable Rules and Regulations

The Grantee assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the approved application; the laws, rules, regulations, and State executive orders governing grants and cooperative agreements; the Standard Terms and Conditions, and the Agreement, including responsibility for complying with any provisions included in the award. Instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference into the Agreement. The Grantee must comply with all requirements set forth in the program NOFO.

Article III. Adherence to Original Project Objectives and Budget Estimates

The Grantee is responsible for any commitment or expenditure it incurs in excess of the funds provided by the award. Pre-award costs are those incurred prior to the date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowed if incurred after the date of the award, and only with the written approval of the authorized official or delegate.

Article IV. Allowable Activities and Costs

Only activities and expenses that are included in the approved award application are allowable for reimbursement by grant funds. All costs must be allowable, allocable, necessary, and reasonable. Costs must match the grant's approved application, must be incurred and obligated (purchase order issued, class scheduled) within the performance period, and payment made within 30 days of the grant period end date.

Article V. Duplication of Benefits

Any cost allocable to a particular financial assistance award may not be charged to other financial assistance awards. This may include, but is not limited to, shifting costs to overcome fund deficiencies; to avoid restrictions imposed by statutes, regulations, or financial assistance award terms and conditions. However, these prohibitions would not preclude grantees from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article VI. Acceptance of Post-Award Changes

In the event WEM determines that changes are necessary to the Agreement its execution, including changes to the period of performance, the Agreement or any exhibits or other attached documents, grantees will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate grantee acceptance of the changes to the award. Failure to agree to a renegotiated Agreement upder these circumstances is cause for WEM to terminate this Agreement.

Article VII. Prior Approval and Modifications

All activity and the corresponding expenses must be approved prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity. The following require WEM's advance written approval:

- (a) Changes to key personnel.
- (b) Changes to the grant period (submitted prior to the approved end date of the grant).
- (c) Changes to the scope, objectives, performance measures, or intent of the approved award.
- (d) Changes to the budget do not fall within a change to the scope or objective but exceed the approved budget categories by ten percent (10%) of the total award.

WEM will notify the Grantee in writing within thirty calendar days after receipt of the request for revision or adjustment whether the request is approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the Grantee.

Article VIII. Project Income

All income generated as a direct result of a grant-funded project shall be deemed program income. Program income must be used for the purpose of and under the conditions applicable to the award. Program income should be reported as earned and accounted for in your reimbursement request.

Article IX. Procurement

Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable state law and procurement standards.

Article X. Payments and Closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements as well as verification to the best of WEM's ability that all terms, conditions, and requirements have been met. If WEM determines that payment to the Grantee was not proper after the payment has been made, WEM will notify the Grantee of recoupment in writing after which the Grantee has 30 days to repay WEM or appeal the decision.

Article XI. Monitoring

Grantees must complete all required reporting and comply with additional monitoring requirements as stated in the Notice of Funding Opportunity and Award Agreement. WEM may impose additional reporting requirements throughout the grant performance period as needed. Grantees must submit timely, complete, and accurate reports to the appropriate WEM contacts and retain backup documentation to support the reports for the applicable records retention period. Grantees must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XII. Maintaining, Retaining, and Access to Records

All grantees, recipients, subrecipients, subgrantees, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

- (a) Grantee must maintain official records of grant related activity, adherence to grant requirements, and grant-funded costs. This includes rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.
- (b) Grantee must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, WEM, and/or other funding agencies including access to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities and personnel.

Article XIII. Best Practices for Collection and Use of Personally Identifiable Information

Grantees who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, driver's license numbers, Social Security numbers, addresses, telephone numbers, credit card information, and/or bank account information.

Article XIV. Establishment of Safeguards

The grantee shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wis. Stats. §§ 946.10 and 946.13.

Article XV. Nondiscrimination

In connection with the performance of work under the Agreement the Grantee agrees not to discriminate against any employee or grantee for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5); arrest or conviction record, or sexual orientation, as defined in Wis. Stats. § 111.32(13m); or national origin, ancestry, or marital status. 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. Apart from sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The grantee agrees to post in conspicuous places available for employees and candidates for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Article XVI. Liability

The State of Wisconsin, the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees shall not be liable to the Grantee, or to any individuals or entities with whom the Grantee contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions, or inactions on the part of the Grantee for services rendered pursuant to the Award Agreement. The grantee agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees harmless from all claims or causes of action arising from the performance of this award by the Grantee or grantee's agent or employees.

Article XVII. Severability

The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of the Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. The parties further agree to amend the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Article XVIII. Noncompliance and Remedial Measures

Submission of an application constitutes the Grantee's designated project director's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If required statistical data, reports, and other required information are not submitted when due, WEM may withhold all payments that otherwise would be paid to the Grantee under the Agreement until such time as the reports and information are submitted. The Grantee shall provide written notice to WEM of all instances of noncompliance with the terms of the Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance and a plan to correct the noncompliance.

Failure to comply with any part of the Agreement may be considered cause for revision, suspension, or termination of the Agreement. If WEM determines that noncompliance with the Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including the following:

- (i) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- (ii) Impose additional conditions including additional monitoring and reporting requirements.
- (iii) Disallow all, or part of, the cost of the activity or action not in compliance.
- (iv) Wholly or partly suspend or terminate the Agreement.
- (v) Temporarily having others perform and receive reimbursement for the services to be provided under the Agreement.
- (vi) Withhold or require enhanced monitoring of future awards given to the Grantee.
- (vii) Take other remedies necessary to protect the interests of the State.

Article XIX. Dispute Resolution and Appeal

For any disputes between WEM and the Grantee under the Agreement, the following process will be the exclusive administrative review:

- (a) *Informal review:* The WEM Grant Program Manager and the Grantee will attempt to resolve the dispute. If a dispute is not resolved at this stage, then a written statement of the adverse determination will be provided to the Grantee.
- (b) Appeal review: The Grantee may appeal the adverse determination by submitting a request to appeal within thirty (30) days following the receipt of the adverse determination. The WEM Bureau Director will review the request and issue a written determination within 30 days after receiving the request. The Grantee's request to appeal must include the following:
 - (i) Detail the nature of the disagreement.
 - (ii) Provide justification.
 - (iii) Provide additional documentation to support their justification.
- (c) Final review: The Grantee may advance a failed appeal by submitting a request to the Bureau Director within 30 days of receiving their appeal determination. The Bureau Director will escalate the appeal request to the WEM Administrator for review and final determination.

Article XX. Repayment to WEM

Notwithstanding any other provision in Exhibit B, WEM has no obligation to pay any portion of the federal government's share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under the Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under the Agreement.

WEM shall be entitled to a refund for goods or services paid for, if the goods or services were not received, implemented, or are affected by termination of the Agreement. The refund shall be paid or appealed within thirty (30) days of a written notice of recoupment to the Grantee.

Article XXI. Order of Precedence

Any inconsistency or conflict in the Agreement, the Notice of Funding Opportunity, the WEM Standard Terms and Conditions, and special conditions, including any Federal Notice of Funding Opportunity or Federal terms and conditions, will be resolved in accordance with the term or condition that is the stricter of the two.

If the provisions of the one-page document referred to as the Agreement and any of its exhibit or other attached documents conflict, provisions required by law or federal requirements will take precedence. Otherwise, the order of precedence of provisions, from first to last, is as follows:

- (i) Exhibit D, Federal terms and conditions, if applicable,
- (ii) The Agreement
- (iii) Exhibit B, WEM Standard Terms and Conditions, to the Agreement
- (iv) Exhibit A, Approved Award and application.
- (v) Exhibit C to the Agreement, Special Conditions and Additional Monitoring, if applicable.

Article XXII. Termination of Agreement

- (a) General. Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration. Except as provided in Article XXI, Repayment to WEM, the Grantee shall be entitled to receive compensation for any payments owed under the Agreement only for deliverables that have been approved and accepted by WEM and are not subject to termination of the Agreement. Compensation for partially completed services, when available, shall at the sole discretion of WEM, be no more than the percentage of completion of the services requested, at the sole discretion of WEM, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of WEM, the Grantee may be compensated for the actual service hours provided.
- (b) Basis. The Agreement may be terminated in whole or in part on the following basis:
 - (i) Termination for Non-appropriation: WEM reserves the right to cancel the Agreement at will in whole or in part without penalty effective upon delivery of written notice to the Grantee, under any of the following conditions:
 - 1) If the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds, rescinds appropriated funds, reduces funds to levels no longer sufficient to allow for goods or services to meet program objectives, revokes WEM's authority to obligate or receive funds necessary to complete the agreement, or deobligates funds in whole or in part.
 - 2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under the or are no longer eligible for the funding proposed for payments by this grant.
 - (ii) Termination for Cause. WEM may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure within that 30-day period.
 - (iii) Termination or Convenience: The Grantee may terminate this Agreement for convenience at any time by providing WEM a written notice at least 30 days prior to the desired date of termination. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
 - (iv) Cancellation: WEM reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to remedy if the Grantee:
 - 1) Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.
 - 2) Allow any final judgment not to be satisfied or a lien not to be disputed after a legally imposed, thirty (30)-day notice or make an assignment for the benefit of creditors;
 - 3) Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 - 4) Incurs a delinquent Wisconsin tax liability;
 - 5) Fails to follow state or federal laws applicable to the Grantee.
 - Becomes a federally debarred Grantee or excluded from federal procurement and nonprocurement Agreements;
 - 7) Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement; or
 - 8) Grantee performance threatens the health or safety of a state employee or state customer.

WEM Grant Agreement 2023-SLCGP-01-14242 Exhibit C – Special Conditions and Additional Monitoring

Grantee:	Sauk County	Award Date: September 30, 2025
Project Title:	State & Local Cybersecurity G Solution	Grant Program/Implementation of an XDR/MDR
Grant No.:	2023-SLCGP-01-14242	

1. Nationwide Cybersecurity Review (NCSR

Grant recipients must complete the Nationwide Cybersecurity Review (NCSR) prior to grant close Year 1 and then annually for each year funding is approved. The NCSR It is available each year from October through February at https://www.cisecurity.org/ms-isac/services/ncsr.

2. Cyber Hygiene Services

Grant recipients must sign up for free cyber hygiene services through CISA: https://www.cisa.gov/cyber-hygiene-services.

WEM Grant Agreement 2023-SLCGP-01-14242 <u>Exhibit D</u> – Acknowledgement Notice

ACKNOWLEDGEMENT NOTICE

				Date:	September 30, 2025
Recipien	nt: Sauk Co	unty		Grant No.	2023-SLCGP-01-14242
Project T	Title: State	& Local Cy	bersecurity Grant Progr	am/Implementation of a	an XDR/MDR Solution
The fol	lowing regulat	ions and obli	igations (referenced below	v) apply to your grant awa	ard.
			must be submitted on a sc tatus of your project are do		grants system.
		2026	8/12/2026	2/12/2027	8/12/2027
) posed	9/30/2027 Fin	ıal	Andrew Street	The line	BALLON OF THE
	ROGRESS DRTS NOTE:	Quarterly F Quarterly F	Reports due 04/12 include Reports due 07/12 include Reports due 10/12 include Reports due 01/12 include	April, May and June pro July, August and Septer	gram activity.
		Reimburs reports.	ements and grant modifi	cations will be held if t	here are late program
	job aid "Subm Financial repo	itting a Fisca orts on the st	al Report" may be found a atus of your project are du	t <u>https://dma.wi.gov/DM/</u> ue in Egrants on:	rants system. The Egrants \wem/grants/admin-tools.
	2/12/		8/12/2026	2/12/2027	8/12/2027
****	9/30/2027 F	inal			
		ved, paid for	ould reflect final inventory , installed, and deployed b		
	Complete and	return a W-	9 Taxpayer Identification I	Number Verification Forn	n (enclosed).
	OTHER:			The state of the s	
			ACKNOWLEDG	SEMENT	
also acl	knowledge rec d subject to ou	eipt of the G	vere received and reviewe rant Award and any attacl e with all Conditions, Regu	ned Special Conditions.	mbers of this organization. I I understand that this grant is described in the above
					Ducinet Divoctor
annum win tin Timpop	10(v)00 10 11 10 10 10 10 10 10 10 10 10 10 1	MARIAN 11877 FF807 677 677 687 677 1984 148 148 148 148 148 148 148 148 148 1		and the same of th	, Project Director

Article I - Summary Description of Award

The purpose of the Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of:\$7,666,939 for the state of Wisconsin. Of this amount, up to \$383,347 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$1,916,735 is the required cost share.

The terms of the approved Investment Justification(s) and Project Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate

backup documentation to support the reports.

- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool I Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. sectic 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as

amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelin issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of Employee of Congress, or an employee of a Member of

Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding

agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subaward and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference i the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that nor of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infraştructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant

guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entit if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budgetransfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

WEM Grant Agreement 2023-SLCGP-01-14242 **Exhibit F** - Federal Assurances for Non-Construction Programs

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

WEM Grant Agreement 2023-SLCGP-01-14242 **Exhibit F** - Federal Assurances for Non-Construction Programs

- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

- 12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
	County Bo	ard Chair
APPLICANT ORGANIZATION	•	DATE SUBMITTED
Sauk County		